

Dated

6 August 2012

- (1) THE POLICE BODIES
- (2) POLICE AND CRIME COMMISSIONER FOR WEST YORKSHIRE¹

National Police Collaboration Agreement

Version 2.0 – 16 May 2013

National Police Collaboration Agreement relating to the National Police Air Service (NPAS) and the delivery of aviation services to Police Bodies made under s.22 of the Police Act 1996

¹ The successor body to West Yorkshire Police Authority under the Police Reform and Social Responsibility Act 2011
lds_003\4414144\2
Version 2.0 – 16 May 2013

BLANK

CONTENTS

Clause		Page
1	DEFINITIONS AND INTERPRETATION.....	2
2	INTERPRETATION.....	8
3	COMMITMENTS OF THE POLICE BODIES	9
4	COMMENCEMENT AND DURATION	10
5	REVIEW OF THE AGREEMENT	10
6	AIMS AND OBJECTIVES OF THE NPAS STRATEGIC BOARD AND THE INDEPENDENT ASSURANCE GROUP.....	11
7	GOVERNING PRINCIPLES	12
8	APPOINTMENT OF THE LEAD LOCAL POLICING BODY.....	13
9	DUTIES OF LEAD LOCAL POLICING BODY.....	14
10	DUTIES OF THE POLICE BODIES	16
11	COMMITMENT OF THE PARTNERING BODIES	17
12	DUE DILIGENCE.....	18
13	USE OF FLYING HOURS.....	18
14	REQUIREMENT FOR ADDITIONAL SERVICES OR EMERGENCIES	19
15	ASSETS	20
16	NATIONAL AIR STRATEGY	26
17	OUTSTANDING LOANS FOR EXISTING AIRCRAFT	26
18	AMENDMENTS TO FUNDING	26
19	EMPLOYEES.....	26
20	DAY TO DAY MANAGEMENT OF THE CONTRACT	27
21	POLICIES	27
22	PAYMENT	27
23	FUNDING	28
24	WITHDRAWAL FROM THE AGREEMENT	28
25	TREATMENT OF ASSETS ON TERMINATION OR EXPIRY	29
26	VARIATION	30
27	INTERNAL DISPUTE RESOLUTION	30
28	LIABILITIES IN RESPECT OF NPAS	30
29	INDEMNITY	31
30	INSURANCE.....	31
31	CONFIDENTIALITY	33
32	DATA PROTECTION ACT FREEDOM OF INFORMATION ACT & ENVIRONMENTAL INFORMATION REGULATIONS	34
33	RECORDS.....	35
34	INTELLECTUAL PROPERTY	36
35	AUDIT AND INSPECTION.....	36
36	AUDIT AND COMPLAINT.....	36
37	NOTICES.....	37
38	ASSIGNMENT AND SUCCESSORS	37
39	WAIVER.....	37
40	CONTRACT (RIGHTS OF THIRD PARTY) ACT 1999	38
41	INVALIDITY/SEVERABILITY	38

42	ENTIRE AGREEMENT.....	38
43	EQUALITY AND DIVERSITY	39
44	FURTHER ASSURANCE	39
45	GOVERNING LAW AND JURISDICTION	39
46	CONTINUANCE IN FORCE	39
47	COUNTERPARTS.....	39
Schedules		
1	THE SERVICE	40
	SCHEDULE 1A.....	42
	APPENDIX A	43
	USER REQUIREMENT AND DECISION MAKING MODEL FOR THE DEPLOYMENT OF AIRCRAFT.....	43
	APPENDIX B	75
	DESPATCH AND FLIGHT FOLLOWING.....	75
	DESPATCH AND FLIGHT FOLLOWING PROCESS	76
2	ACCOUNTABILITY AND GOVERNANCE.....	77
	APPENDIX C	90
	NPAS GOVERNANCE STRUCTURE	90
3	LICENCES	92
	Part A – Licence	92
	Licence (Freehold).....	92
	Licence (Leasehold).....	98
	Part B – Air Support Bases	104
4	TRANSFERRING ASSETS AND TRANSFERRING AGREEMENTS.....	110
5	SEQUENCING PLAN	111
6	DISPUTE RESOLUTION	110
7	POLICE BODIES APPROVAL	114
8	FUNDING	113
9	HUMAN RESOURCES.....	117
10	INSURANCE.....	120
	Part 1: Required Insurances	120
	Part 2: Insurance Claims Handling Protocol	122
11	ESTATES PRINCIPLES	128

THIS DEED OF AGREEMENT is made on 6 August 2012

BETWEEN

- (1) Each of the Police Bodies
- (2) The Lead Local Policing Body - initially to be POLICE AND CRIME COMMISSIONER FOR WEST YORKSHIRE of Laburnum Road, Wakefield, WF1 3QP
- (3) The Lead Local Chief Constable initially to be the Chief Constable of West Yorkshire Police

(together the "Parties").

BACKGROUND

- (A) In 2009, ACPO undertook a review of the 1993 National Air Operations Strategy. Based on the recommendations identified by the ACPO review, a project was established to develop a proposal for a National Police Air Service ("NPAS").
- (B) The Parties have agreed that NPAS shall be delivered by the Lead Local Policing Body and the Lead Local Chief Constable but with all parties to the agreement sharing all financial liabilities. It is anticipated that NPAS will provide a national, borderless service making use of the nearest aircraft meaning that the police service's response will, in many cases, be enhanced over current provision. Aircraft will be placed at a number of strategic locations that provide the operational capability to deliver an enhanced service to the public with an aircraft being available 24 hours a day, 365 days a year, subject to unexpected demand for additional services and/or decisions by the Accountable Manager or the Lead Local Policing Body about the reasonable deployment of Services.
- (C) NPAS will deliver a more cost effective service balancing the need to save money against the need to ensure the police service has a quickly deployable asset that can be used to tackle crime and protect the public.
- (D) NPAS will bring improvements in operational efficiencies and innovative contracts offering better value for money for the service and the tax payer.
- (E) It is anticipated that further savings may be achieved through improved technology, a move to a single-type helicopter fleet (reducing maintenance and training costs), by supporting the service with lower cost fixed-wing assets and through collaboration with publicly funded partners that already operate air assets at a national level.
- (F) This Agreement is made pursuant to Section 22 of the Police Act 1996 (as amended) which enables Police Bodies to make an agreement about the discharge

of functions by officers and staff where it is in the interests of the efficiency or effectiveness of their own and other police force areas.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

In this Agreement the following expressions have the following meanings unless inconsistent with the context:

"Accountable Manager"	the AOC Accountable Manager
"ACPO"	the Association of Chief Police Officers.
"Agreed Accounts"	the accounts to be prepared in accordance with International Financial Reporting Standards which shall be supplemented with any Local Authority Accounting Panel (LAAP) bulletins as issued by the Chartered Institute of Public Finance and Accountancy (CIPFA).
"Agreed Function"	those functions which have been delegated to the NPAS Strategic Board, the NPAS Management Board and the Lead Local Policing Body (as applicable) comprising functions of the management of a national police air facility and the provision of related services, that are set out in Schedule 1
"Air Support Base"	An air support base which is subject to an Air Support Base Licence as set out in Part B of Schedule 3 ;
"Air Support Base Licence"	the air support base licence set out in Part A of Schedule 3 ;
"Air Support Unit"	one of the air support bases set out in Part B of Schedule 3
"AOC Accountable Manager"	shall have the meaning given to it in paragraph 9.2 of Schedule 2 (Accountability and Governance).
"Asset"	A Transferring Asset or any other asset acquired by the Lead Local Policing Body for the purposes of this Agreement

"Budget"

the budget, prepared in accordance with paragraphs 1.1.3 and 1.1.4 of **Schedule 8** (Funding) setting out the allocation of funds for the operation of the Service to include, but not be limited to the following costs:

- (a) Staffing each Air Support Unit (including full on-costs, employers' contribution to national Insurance, superannuation, allowances and overtime);
- (b) Operating and maintaining the required airframes for the Service;
- (c) Providing and maintaining premises in connection with the work of the Lead Local Policing Body in delivering the Service;
- (d) Providing and maintaining vehicles;
- (e) Providing training to staff employed by or seconded to the Lead Local Policing Body in the delivery of the Service;
- (f) Providing and maintaining technical equipment;
- (g) Travel and subsistence in connection with delivery of the Service;
- (h) Insurance costs;
- (i) Contributions to revenue and capital replacement reserves of Lead Local Policing Body assets exclusively involved in the delivery of the Service;
- (j) Contributions as agreed by the NPAS Strategic Board to the Lead Local Policing Body's direct overheads in relation to the running of the Service;
- (k) Capital Expenditure, including, but not limited to the replacement, upgrade or

repair of role equipment or any airframe deemed surplus to requirements by the NPAS Strategic Board.

"Business Days"	any day other than a Saturday or Sunday or public or bank holiday in England.
"Capital Expenditure"	any expenditure which falls to be treated as capital expenditure in accordance with generally accepted accounting principles in the United Kingdom from time to time, International Financial Reporting Standards from time to time, or proper accounting practices for local Bodies as defined by Section 21(2) of the Local Government Act 2003 and Regulation 31 of the Local Bodies (Capital Finance and Accounting) (England) Regulations 2003 including all minor capital expenditure
"Capital Fleet Replacement Programme"	the capital fleet replacement as determined by the NPAS Strategic Board
"Civil Aviation Authority" or "CAA"	a public corporation established by Parliament in 1972 as an independent specialist aviation regulator and provider of air traffic services.
"Continuing Airworthiness Manager"	shall have the meaning given to it in paragraph 5.6 of Schedule 2 (Accountability and Governance).
"Crew Training Pilot"	shall have the meaning given to it in paragraph 5.4 of Schedule 2 (Accountability and Governance).
"Data Controller"	shall have the same meaning as set out in the DPA;
"Data Processor"	shall have the same meaning as set out in the DPA;
"Data Protection Legislation"	means the DPA and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information

	Commissioner or relevant government department in relation to such legislation;
"Despatch and Flight Following Function"	shall have the meaning given to it in paragraph 2 of Schedule 1 (The Service).
"Director of Flight Operations"	shall have the meaning given to it in paragraph 5.3 of Schedule 2 (Accountability and Governance).
"Director of Ground Operations"	shall have the meaning given to it in paragraph 5.5 of Schedule 2 (Accountability and Governance).
"DPA"	the Data Protection Act 1998.
"Due Diligence Information"	shall mean all materials, documents, contracts, drawings, plans or other information relating in any way to this Agreement made available by the Police Bodies or its agents in connection with the negotiation and preparation of this Agreement and any other real property and all other physical equipment and other assets to be used in connection with this Agreement;
"Effective Date"	the date of this Agreement - 00:00 on 1 October 2012
"Exit Strategy"	the exit strategy to be prepared by the NPAS Strategic Board which shall set out what shall happen on termination of this Agreement in relation to assets, staff, third party contracts, intellectual property, licence arrangements and shared equipment
"Financial Year"	a year commencing on 1 April in each calendar year and expiring on 31 March in the following year provided that the first Financial Year shall commence on the Effective Date and shall expire on the following 31 March and the last Financial Year shall commence on the 1 April of that final year and expire on the date that this Agreement terminates or expires.
"Good Industry Practice"	that degree of skill, care, prudence and foresight and operating practice which would

	reasonably and ordinarily be expected from time to time of a skilled and experienced police force and/or Police Body (as applicable).
"Independent Assurance Group" or "IAG"	the body set-up and operating in accordance with paragraph 8 of Schedule 2 (Accountability and Governance).
"Initial Review"	shall have the meaning given to it in clause 5.1 (Review of the Agreement).
"Lead Local Chief Constable"	the Chief Constable of West Yorkshire Police or the chief constable/chief police officer for any police body subsequently appointed as the Lead Local Policing Body for the purposes of this Agreement.
"Lead Local Policing Body"	West Yorkshire Police Authority or its successors or any Local Policing Body appointed as the Lead Local Policing Body for the purposes of this Agreement in accordance with clause 8.1 ;
"Local Policing Bodies"	the police authorities for each police area in England and Wales as set out in the Police Act 1996 and any successor bodies created or continued by the Police Reform and Social Responsibility Act 2011 that are parties to this Agreement.
"Local Policing Body Apportionment"	that proportion of the Budget payable by a Local Policing Body for each Financial Year apportioned in accordance with Schedule 8 ;
"Material"	all data, text, graphics, images and other materials or documents created, used or supplied for or referable to the Service and/or generated in the course of delivering the Service by or for any of the Police Bodies in connection with this Agreement unless before the first use or supply, the relevant Local Policing Body notifies the others that the data, text supplied is not to be covered by this definition;

"National Crime Agency"	the national crime agency which is (subject to the will of Parliament) to be established under the Crime and Courts Bill 2012 and which will aim to prevent and investigate serious, organised and complex crime;
"NPAS"	the National Police Air Service which shall provide the services in relation to this Agreement which are delegated to the Lead Local Policing Body, including those set out in Schedule 1 .
"NPAS Management Board"	the body set-up and operating in accordance with paragraph 11 of Schedule 2 (Accountability and Governance).
"NPAS Strategic Board"	the body set-up and operating in accordance with paragraph 10 of Schedule 2 (Accountability and Governance) to include any Shadow Board.
"Payment Date"	1 April, 1 July, 1 October and 1 January of each Financial Year.
"Personal Data"	as defined in the DPA.
"Police Body Representative"	has the meaning given to it in Schedule 8 (Funding)
"Police & Crime Commissioner"	the Police & Crime Commissioner as defined by the Police Reform and Social Responsibility Act 2011;
"Police Force"	the police force for which the relevant Police Body has responsibility for;
"Project"	the provision of NPAS as contemplated by this Agreement;
"Police Bodies"	each of the Local Policing Bodies (who shall be the contracting body) and their respective Chief Constables/Chief Officers of Police (who shall have operational responsibility for policing operations in their police area);
"Sequencing Plan"	the plan set out in Schedule 5

"Service"	the aviation services as further described in Schedule 1 (the Service) of this Agreement
"Standard Operating Procedures"	the standard operating procedures for the delivery of air support across England and Wales;
"Term"	the term of this Agreement as determined in accordance with clause 4.1 .
"Transferring Agreement"	those agreements listed in Schedule 4 (Transferring Assets and Transferring Agreements)
"Transferring Assets"	those assets identified in Schedule 4 (Transferring Assets and Transferring Agreements)
"User Requirement"	the user requirements set out in Appendix A of Schedule 1 (The Service).

2. **INTERPRETATION**

- 2.1 Reference to any Laws, orders, regulations or other similar instrument shall be construed as a reference to such Laws or subordinate legislation, orders, regulations or instrument as amended, supplemented or replaced by any subsequent Law, order, regulation or instruments or subordinate legislation or as contained in a subsequent re-enactment thereof.
- 2.2 The masculine shall include the feminine and the neuter and the singular the plural and vice versa as the context shall admit or require.
- 2.3 References to persons will be construed so as to include bodies corporate, Partnerships, unincorporated associations, trusts, statutory, local government quasi-public and non-governmental bodies.
- 2.4 References to clauses and Schedules are to clauses of and Schedules to this Agreement.
- 2.5 References to the parties are to the parties to this Agreement.
- 2.6 The Schedules and the appendices to any Schedule form part of this Agreement and will have the same force and effect as if expressly set out in the body of the Contract.

- 2.7 The background information section of this Agreement and the headings to the clauses of and Schedules to this Agreement are for ease of reference only and shall not affect the construction of this Agreement.
- 2.8 Any phrase in this Agreement introduced by the term "Include", "Includes", "Including", "Included", "in particular" and "for example" will be construed without limitation unless inconsistent with the context.
- 2.9 This Agreement is drawn up in the English language and may be translated into any language other than English provided however that the English language text shall in any event prevail in interpreting this Agreement.
- 2.10 Where there is a reference to a Police Body in this Agreement, that reference shall be deemed to include the relevant police authority, the police force and Chief Constable. In the case of the Metropolitan Police Service the reference shall be deemed to include the Mayor's Office for Policing and Crime (MOPAC) and the Commissioner of Police for the Metropolis. In the case of the City of London, the reference shall be deemed to include the Common Council of the City of London acting in its capacity as a police authority and the Commissioner of Police for the City of London.
- 2.11 The words "as amended" or "as varied" shall be construed to be mean in each case as amended or varied pursuant to this Agreement unless the context otherwise permits.

3. **COMMITMENTS OF THE POLICE BODIES**

3.1 The Police Bodies shall:

- 3.1.1 act in a fair and honest manner in relation to NPAS;
- 3.1.2 support each other in the delivery of NPAS in order to meet the key objectives set out in 3.2 below;
- 3.1.3 commit to the provision of the resources identified in **Schedule 1**;
- 3.1.4 meet the costs of procuring the Services in accordance with **clause 22** and **Schedule 8**;
- 3.1.5 perform out any other acts that are specified by the NPAS Strategic Board from time to time;
- 3.1.6 ensure compliance with all relevant flight safety regulations and other legal requirements stipulated by the CAA or regulatory body;

- 3.1.7 ensure the orderly and timely transfer to the Lead Local Policing Body of the Transferring Assets and the Transferring Agreements, such transfer to be affected upon the date set out in **Schedule 4** and **Schedule 5**;
 - 3.1.8 use all reasonable endeavours to provide an efficient and effective service;
 - 3.1.9 use its reasonable endeavours to deliver value for money and cost efficiency; and
 - 3.1.10 provide such other support, co-operation and assistance as is required by the Local Lead Policing Body from time to time.
- 3.2 The key objectives of NPAS are:
- 3.2.1 to maximise the benefits of air support to the delivery of frontline police services;
 - 3.2.2 to achieve a lower cost service than a service which is procured and managed on a local basis;
 - 3.2.3 to form an integrated part of the wider policing strategy, supporting its objectives; and
 - 3.2.4 to harnesses innovation in the aviation sector for the benefits of policing.
4. **COMMENCEMENT AND DURATION**
- 4.1 This Agreement shall take effect on the Effective Date and shall continue in force unless otherwise terminated in accordance with the terms of this Agreement.
5. **REVIEW OF THE AGREEMENT**
- 5.1 The NPAS Strategic Board shall undertake itself or commission a third party organisation to review this Agreement by no later than 12 months after the last Police Body joins in accordance with the Sequencing Plan and in accordance with **clause 5.1** (the 'Initial Review') and thereafter the Agreement shall be reviewed (either by the NPAS Strategic Board or by a third party organisation (as agreed by the NPAS Strategic Board)) on each anniversary of the Initial Review and at such other intervals as are agreed by the NPAS Strategic Board from time to time.
- 5.2 The purpose of the Initial Review and all subsequent reviews carried out pursuant to **clause 5.1** shall be to ensure that the Service is functioning effectively in line with its objectives and in accordance with this Agreement. This will include an assessment as to whether the strategic objectives as set out in **clause 3.2** are being met and the anticipated benefits are being realised.

- 5.3 The Parties acknowledge and agree that this Agreement may need to be managed flexibly from time to time to accommodate the potential changes in demand for the Service from the Police Bodies, directives from the regulator concerning flight safety and any amendments required as a result of the Capital Fleet Replacement Programme.
- 5.4 The Local Lead Policing Body shall respond to any changes in Legislation, Guidance and the requirements of central government from time to time either as part of the review pursuant to **clause 5.1** or more urgently if required.
- 5.5 If the Parties agree that changes are required to the Services as a result of such review or as a result of **clause 5.3** or **clause 5.4**, the NPAS Strategic Board shall seek to agree any changes required to the Services and the provisions of this Agreement including any appropriate adjustments to the payments to be made by the Police Bodies and the Lead Local Policing Body shall implement any such changes to the Services.
- 5.6 If the Initial Review or any subsequent review shows that the Services have not been provided to the required standard then:
 - 5.6.1 The Chair of the NPAS Strategic Board shall notify the AOC Accountable Manager as soon as reasonably practicable of the results of the review, the reason why (in the opinion of the NPAS Strategic Board) the Services are not being performed to the requisite standard and request a rectification plan from the AOC Accountable Manager to be delivered within 10 Business Days showing how amendments will be made to the Services to ensure that the Services are provided to the standard required pursuant to the terms of this Agreement and the timeline for implementing any such amendments; and
 - 5.6.2 a referral shall be made to the NPAS Strategic Board who shall be entitled to comment on the rectification plan provided pursuant to **clause 5.6.1** and request amendments to the rectification plan.
- 5.7 The Lead Local Policing Body shall ensure that the rectification plan (as amended by the NPAS Strategic Board) is implemented in accordance with its terms and within the timescale set out in the rectification plan.
- 5.8 If the Lead Local Policing Body fails to implement the rectification plan, the Police Bodies may enforce their rights under **clause 9.6**.
6. **AIMS AND OBJECTIVES OF THE NPAS STRATEGIC BOARD AND THE INDEPENDENT ASSURANCE GROUP**
 - 6.1 The Parties shall procure that the NPAS Strategic Board and the Independent Assurance Group shall be constituted and operate and conduct their business in

accordance with the terms of this Agreement and the governance arrangements set out at **Schedule 1** and **Schedule 2**.

- 6.2 Each of the Police Bodies empower the NPAS Strategic Board and the Independent Assurance Group to discharge on their behalf the Agreed Functions set out in **Schedule 1** and **Schedule 2** respectively and to arrange for the discharge of the Agreed Functions in the manner set out in this Agreement.

7. **GOVERNING PRINCIPLES**

- 7.1 The Police Bodies agree that the following obligations shall govern their approach to this Agreement and to the delivery of the Services. In particular:

- 7.1.1 during the continuance of this Agreement all transactions entered into by the Police Bodies shall be conducted in good faith and on the basis set out in this Agreement;
- 7.1.2 each Police Body shall at all times, act in good faith, with transparency, honesty and openness towards the other and use all reasonable endeavours to ensure the observance of the terms this Agreement;
- 7.1.3 all Police Bodies shall do all things necessary or desirable to give effect to this Agreement, provided always that any disagreement between the Police Bodies shall be resolved in accordance with the internal dispute resolution provisions in **clause 27** (Internal Dispute Resolution);

- 7.2 Each Police Body agrees that they will:

- 7.2.1 involve and inform the other Police Bodies of developments they are pursuing elsewhere and share the learning and benefits;
- 7.2.2 ensure that, where necessary, decisions of the Police Bodies are:
 - 7.2.2.1 made in accordance with the respective governance arrangements of the parties; and
 - 7.2.2.2 secured in a timely way; and
- 7.2.3 ensure that when service priorities for the respective Police Body are set, they take account of NPAS.

- 7.3 It is intended that all Police Bodies will gain benefit from this Agreement with improvements in aircraft availability, financial savings and cost sharing.

- 7.4 It is intended that the Lead Local Policing Body shall make no financial gain or loss from providing the Services.

8. APPOINTMENT OF THE LEAD LOCAL POLICING BODY

8.1 Subject to the provisions of **clause 8.4**, the Police Bodies (acting severally) appoint, with effect from the Effective Date, West Yorkshire Police Authority to be the Lead Local Policing Body for purposes of this Agreement.

8.2 The Lead Local Policing Body agrees to act in the capacity of Lead Local Policing Body and to provide the Services subject to and in accordance with the terms and conditions of this Agreement.

8.3 The Lead Local Policing Body shall be entitled to withdraw from this Agreement at any time upon giving twelve (12) months notice to withdraw from this Agreement.

8.4 If:

8.4.1 the Lead Local Policing Body is not delivering the Services to the standard set out in this Agreement and the NPAS Strategic Board determine that the Lead Local Policing Body should no longer provide the Services; or

8.4.2 Seventy five per cent (75%) or more of the Police Bodies agree that the Lead Local Policing Body should be replaced; or

8.4.3 the Lead Local Policing Body serves notice to withdraw from this Agreement,

then the Lead Local Policing Body shall have no further obligation to provide the Services following the date that is agreed between the Parties (which shall be the date on which a suitable replacement can provide the Services), and the Police Bodies shall appoint an alternative Lead Local Policing Body to provide the Services from the date on which the Lead Local Policing Body's obligations under this Agreement terminate. Any future appointments of the Lead Local Policing Body shall be approved by the NPAS Strategic Board.

8.5 If the Lead Local Policing Body serves notice to withdraw from this Agreement or is requested to no longer provide the Services (a "Lead Local Policing Termination Situation"), nothing in this Agreement shall prevent that Lead Local Policing Body from continuing to be a Police Body under this Agreement and receiving the Services from the new Lead Local Policing Body who is appointed to provide the Services.

8.6 If a Lead Local Policing Termination Situation occurs, the Lead Local Policing Body shall be required to pay any reasonable costs or expenses from the NPAS budget incurred by the other Police Bodies as a result of the Lead Local Policing Termination Situation (which must be demonstrated by the relevant Police Bodies on an open book basis) and the Lead Local Policing Body shall pay such reasonable

costs and expenses to the relevant Local Policing Body within 30 Business Days of such costs having been incurred.

- 8.7 If a Lead Local Policing Termination Situation occurs, and there is no successor body to the Lead Local Policing Body, the NPAS Strategic Board shall determine what should happen in the circumstances.

9. DUTIES OF LEAD LOCAL POLICING BODY

- 9.1 The Lead Local Policing Body shall comply with the governance arrangements set out in **Schedule 2**.
- 9.2 Any complaints in relation to this Agreement shall be referred to the NPAS Strategic Board.
- 9.3 The Lead Local Policing Body shall be responsible for delivering NPAS and shall perform such of the Agreed Functions (subject to the Police Bodies reimbursing the Lead Local Policing Body in respect of the costs it incurs in performing the Agreed Functions) as are identified as being the responsibility of the Lead Local Policing Body in **Schedule 1** and **Schedule 2**.
- 9.4 Subject to **clause 9.5**, the Lead Local Policing Body shall provide the Services to each of the Police Bodies (subject to the Police Bodies reimbursing the Lead Local Policing Body in respect of expenses incurred in providing the Services) as are identified as being the responsibility of the Lead Local Policing Body in **Schedule 1** and any other services which are required to be carried out to comply with its obligations in **Schedule 1** or agreed from time to time by the NPAS Strategic Board.
- 9.5 The Lead Police Body shall provide the Services to each Police Body from the date on which the Services are due to be commenced in respect of that Police Body as set out in the Sequencing Plan.
- 9.6 In the event that the Lead Local Policing Body fails to perform the Services or the Agreed Functions in accordance with this Agreement the concerns shall be referred to the NPAS Strategic Board to determine the appropriate steps which should be taken which may include the transfer of the arrangements to a new Lead Local Policing Body.
- 9.7 If the Parties agree, having taken into account the advice of the Accountable Manager and recommendations for the Civil Aviation Authority and the NPAS Strategic Board, that a contractor should be appointed to carry out the Services, the Lead Local Policing Body shall act as the contractor in relation to the procurement of a contract for the delivery of Services (the "Police Air Services Contract") under which the Police Bodies shall be entitled to order Services

9.8 The Lead Local Policing Body's duties shall include:

- 9.8.1 to manage the delivery and operation of the National Police Air Service.
- 9.8.2 ensuring that the Services are delivered in accordance with the Sequencing Plan set out in **Schedule 5** (Sequencing Plan);
- 9.8.3 to proactively manage the Services to ensure that there is continued improvements in relation to the Services;
- 9.8.4 to manage disputes arising under this Agreement;
- 9.8.5 to deliver the Services in accordance with **Schedule 1**;
- 9.8.6 to prepare and reconcile accounts as between the Police Bodies' engagement in this Agreement;
- 9.8.7 to take out insurance in accordance with **clause 30**;
- 9.8.8 managing the receipt of funds under this Agreement;
- 9.8.9 to manage records in respect of this Agreement;
- 9.8.10 to promptly supply the Police Bodies with copies of any notices served or issued under or in relation to this Agreement;
- 9.8.11 using its reasonable endeavours to deliver value for money and cost efficiency;
- 9.8.12 to manage the central despatch and flight following function;
- 9.8.13 ensure that the Services are always provided in accordance with all Laws, including regulations overseen by the Civil Aviation Authority concerning flight safety;
- 9.8.14 to ensure that employees and seconded officers shall report any health and safety incidents in compliance with the law and the Local Lead Policing Bodies processes and systems; and
- 9.8.15 to carry out any other duties which are specified by the NPAS Strategic Board from time to time;

9.9 Notwithstanding any dispute under the terms of this Agreement, the Lead Local Policing Body shall perform its obligations in accordance with this Agreement.

9.10 The Lead Local Policing Body and the Police Bodies agree and acknowledge that:

- 9.10.1 the AOC Accountable Manager shall be entitled to overrule a decision of the Lead Local Policing Body in relation to flight safety; and
- 9.10.2 the AOC Accountable Manager shall have a key role in ensuring that safety is maintained and operational requirements are met and shall have delegated authority to act as appropriate in relation to flight safety. For example, the AOC Accountable Manager shall be entitled to ground the fleet in exceptional circumstances such as exceptional weather/ ash cloud. In such circumstances, the AOC Accountable Manager shall make the relevant decision and then report the decision to the Local Lead Police Body at the appropriate time.
- 9.11 If the AOC Accountable Manager makes the decision to ground the fleet due to exceptional circumstances, the Lead Local Policing Body shall not be in breach of this Agreement and the NPAS Strategic Board shall determine how any costs should be split between the Parties in such circumstances taking into account funds received from Central Government to cover significant civil contingencies.

10. DUTIES OF THE POLICE BODIES

- 10.1 For the duration of this Agreement, the Police Bodies shall:
 - 10.1.1 act diligently and in good faith in all its dealings with each other;
 - 10.1.2 shall not, without the written consent of the NPAS Strategic Board:
 - 10.1.2.1 make any disposal of land or assets utilised by or in connection with the delivery of the Service;
 - 10.1.2.2 enter into any capital contract;
 - 10.1.2.3 enter into a licence arrangement in respect of assets which will be needed for the delivery of the Service;
 - 10.1.2.4 do anything to prevent the future smooth running of the Services;
 - 10.1.3 carry out any procurement exercise in relation to the Services (if applicable) in accordance with the Public Contract Regulations 2006 and with the applicable legislation;
 - 10.1.4 support the Lead Local Policing Body in the performance of its obligations under this Agreement;
 - 10.1.5 perform their obligations in accordance with all relevant Laws and any standards set out in this Agreement and Good Industry Practice:

- 10.1.6 use all reasonable skill, care and diligence;
- 10.1.7 deploy Personnel who are competent, qualified, experienced and honest and properly trained to undertake the work assigned to them;
- 10.1.8 provide such information to the Lead Local Policing Body as the Lead Local Policing Body shall reasonably require from time to time in order to carry out the Services;
- 10.1.9 carry out any other obligations as set out in this Agreement or any other obligations reasonably requested by the Lead Local Policing Body from time to time.

11. COMMITMENT OF THE PARTNERING BODIES

- 11.1 The Police Bodies agree and undertake to commit to NPAS in accordance with the terms of this Agreement and shall not commission and/or undertake any procurement and/or project that seeks or will procure the delivery of all or any of part of the Agreed Functions and/or the Services outside the terms of this Agreement unless and until it shall have withdrawn from NPAS in accordance with **clause 24**.
- 11.2 Each Police Body shall prepare accounts in respect of their engagement under NPAS including details of any expenditure incurred pursuant to **Schedule 1A** in respect of each Financial Year and for such other Financial Years as the NPAS Strategic Board shall determine.
- 11.3 A set of memorandum accounts will be produced for NPAS by the Lead Local Policing Body which will include the appropriate financial statements and any appropriate disclosure notes. The financial statements will be independently audited by the external auditor of the Lead Local Policing Body for NPAS.
- 11.4 The Police Bodies shall:
 - 11.4.1 in their accounts make true and complete entries of all payments made during the previous Financial Year in respect of NPAS, which are part of the agreed recharge to NPAS;
 - 11.4.2 provide to the Lead Local Policing Body all unaudited accounts within thirty days and audited accounts within ninety days of the end of each Financial Year together with certification that the accounts comply with this clause;
 - 11.4.3 nominate individuals to be responsible for ensuring the Police Bodies are in compliance with this clause and the name address and telephone number of each individual nominated pursuant to this clause shall be

notified to the other Police Bodies In accordance with **clause 37** (Notices).

12. DUE DILIGENCE

- 12.1.1 The following provisions shall apply in relation to the Due Diligence Information.
- 12.1.2 The Police Bodies shall use reasonable endeavours to ensure the Lead Local Policing Body has access to the Due Diligence Information.
- 12.1.3 Where additional costs and liabilities arise as a result of inaccuracies in the Due Diligence Information the NPAS Strategic Board shall determine whether the Local Policing Body or the Police Bodies will bear any consequential costs or be required to take any remedial action.
- 12.1.4 Each of the Police Bodies warrants that the information contained in the Due Diligence Information is true, accurate and complete and fit for purpose.
- 12.1.5 The Lead Local Policing Body acknowledges to the Police Bodies that it has conducted its own analysis and review of the Due Diligence Information.
- 12.1.6 Nothing in this **clause 12** shall exclude any liability which the Police Bodies or any of its agents or servants would otherwise have to the Lead Local Policing Body in respect of any fraudulent statements or representations.

13. USE OF FLYING HOURS

- 13.1 In each Financial Year, each Police Body shall be entitled to the number of flying hours as are agreed pursuant to **Schedule 1A** subject to changes as a result of exceptional arrangements and demands for services as determined by the AOC Accountable Manager.
- 13.2 If a Police Body requires additional flying hours to those allocated to it pursuant to **Schedule 1A**, that Police Body shall contact the AOC Accountable Manager who shall make the decision as to whether that Police Body is entitled to the extra flying hours.
- 13.3 If:
 - 13.3.1 subject to **clause 13.4**, in any Financial Year, a Police Body uses less than the number of agreed flying hours that have been allocated to that Police Body in the relevant year pursuant to **Schedule 1A**, that Police

Body shall not be entitled to any re-imbursement for underuse of the flying hours;

13.3.2 in any Financial Year, a Police Body uses more than the number of flying hours agreed pursuant to **Schedule 1A** for that Police Body in the relevant Financial Year, the Local Lead Police Body shall be entitled to charge the relevant Police Body for the direct operational costs incurred by the Local Lead Police Body in relation to each additional flying hour that has been used by the relevant Police Body that is over and above the number of flying hours that have been allocated to that Police Body pursuant to **Schedule 1A**.

13.4 The Director of Ground Operations for NPAS shall be delegated the authority by the AOC Accountable Manager, as responsible for managing on a day to day basis, the performance by the Local Lead Policing Body in delivering the agreed number of flying hours to the parties. The Director of Ground Operations shall be required to establish good working relationships with the Local Policing Bodies and use his reasonable endeavours to provide the service agreed by the parties in **Schedule 1/1A** of this Agreement.

13.5 If a Police Body is consistently using less flying hours than have been allocated to that individual Police Body and there is no obvious remedy to the situation, either the Local Lead Police Body or the Police Body who is using less than the allocated number of hours, shall be entitled to escalate the issue to the Independent Assurance Group. Should the IAG fail to agree a resolution, then the situation shall be escalated to the NPAS Strategic Board who shall be entitled to agree what action should be taken in the circumstances.

14. **REQUIREMENT FOR ADDITIONAL SERVICES OR EMERGENCIES**

14.1 If an unexpected demand for additional services arises which means that the Lead Local Policing Body is required to provide more hours of flying than has been agreed for the relevant Police Body pursuant to **Schedule 1A** or a change to the operational delivery model, the AOC Accountable Manager shall carry out a spot check review to see whether he agrees that an unexpected demand for additional services has arisen. If the AOC Accountable Manager agrees that an unexpected demand for additional services has arisen, then the Lead Local Policing Body and the Lead Local Chief Constable shall provide the services that are required to the relevant body and the NPAS Strategic Board shall agree how such additional services should be financed providing the additional services meet the requirements of civil aviation law.

14.2 If the AOC Accountable Manager does not agree that an unexpected demand for additional services has arisen, then the Lead Local Policing Body and the Lead Local Chief Constable shall not be required to provide any such additional Services.

14.3 Should the requesting body disagree with the decision made by the AOC Accountable Manager, then the requirement for additional services can be escalated to the Chair of the NPAS Strategic Board for consideration as to who shall take into account the views of the AOC Accountable Manager, the Director of Flight Operations and the Director of Ground Operations in making a decision. The decision made by the Chair of the NPAS Strategic Board shall be final.

14.4 The Lead Local Policing Body and the Lead Local Chief Constable shall be entitled to go outside the provisions of this **clause 14** in exceptional urgent circumstances (for example, if an aircraft was urgently needed to provide air support to a critical incident outside of the agreed parameters of NPAS and the AOC Accountable Manager is satisfied that the specific circumstance does not compromise flight safety.)

15. **ASSETS**

15.1 **Transfer, Acquisition and Disposal of Assets**

15.1.1 Subject to the following provisions of this **clause 15.1** (Transfer, Acquisition and Disposal of Assets) the Police Bodies shall, on the date identified in the agreed sequencing plan outlined in **Schedule 5** (Sequencing plan) and **Schedule 4** (Assets), transfer to the Lead Local Policing Body and the Lead Local Policing Body will acquire the Transferring Assets on the following terms:

15.1.1.1 Each Police Body will transfer to the Lead Local Policing Body (with full title guarantee) legal and beneficial title to all Transferring Assets and shall release to the Lead Local Policing Body control of all such Transferring Assets;

15.1.1.2 Any contracts relating to the Transferring Assets (including lease agreements, contracts for aircraft maintenance etc) shall be novated to the Lead Local Policing Body under their current terms;

15.1.1.3 Following transfer of the Transferring Asset in accordance with this **clause 15.1.1** (Transfer, Acquisition and Disposal of Assets), the Lead Local Policing Body shall own the Transferring Assets and be responsible for the use, payment and maintenance of the same and anything else required in relation to the Transferring Asset.

15.1.2 In respect of any Transferring Assets listed in **Schedule 4** (Assets), the Lead Local Policing Body shall be required to pay to the relevant Local Policing Body the capital credit rebate payment in accordance with clause 15.1.7 and set out in **Schedule 1A**, by no later than the end of

the Financial Year following the date on which the relevant Transferring Asset transfers to the Lead Local Policing Body pursuant to the terms of this Agreement. No payment shall be made in respect of any other Asset and such assets shall transfer free of charge.

- 15.1.3 Each Police Body who owns or leases the relevant Transferring Assets to be transferred to the Lead Local Policing Body warrants that the Transferring Asset shall be safe to use, shall be safe to operate, are airworthy for a police role and have been properly maintained.
- 15.1.4 The Lead Local Policing Body shall be entitled to dispose of any Assets which comprise aircraft in accordance with the Capital Fleet Replacement Programme.
- 15.1.5 If the Lead Local Policing Body intends to dispose of any Assets, other than in accordance with the Capital Fleet Replacement Programme, the Lead Local Policing Body shall only dispose of such Assets if seventy five per cent (75%) or more of the members on the NPAS Strategic Board have consented to such disposal.
- 15.1.6 The Lead Local Policing Body and the Lead Local Chief Constable shall procure that the AOC Accountable Manager shall maintain an asset register throughout the duration of this Agreement setting out the list of the Assets, the date of purchase of the relevant Asset, the location of the Asset and any other information required pursuant to the Agreed Accounts.
- 15.1.7 For the purposes of this Agreement, it is assumed that the lifespan of an aircraft is fifteen years from the date of purchase. To compensate those forces that have purchased their own aircraft prior to the date of this Agreement, a credit rebate payment will be made by the Lead Local Policing Body to the relevant Local Policing Body for each year from the date of this Agreement until the relevant aircraft reaches the age of fifteen. The credit has been calculated on the payments made for the aircraft less the Home Office grant that is applicable at the relevant time and is then profiled across fifteen years from the year of purchase order.
- 15.1.8 Any Assets, agreements or anything associated with the Assets, which are directly attributed to an aircraft which will transfer to the Lead Local Policing Body pursuant to **clause 15.1.1** shall also be transferred to the Lead Local Policing Body free of charge. This shall include not only physical assets such as parts of stocks, but also contracts that have a value, for example Parts By Hour (PBH) contracts and Service By Hour (SBH) contracts.

- 15.1.9 Subject to **clause 15.2**, any other assets of a Police Body which are not Transferring Assets but which are required by the Lead Local Policing Body in delivering the Service shall be made available by each relevant Police Body to the Lead Local Policing Body as and when reasonably requested by the Lead Local Policing Body. Any costs incurred in the use of these assets by the Lead Local Policing Body shall continue to be met by each relevant Police Body as applicable but recharged to the Lead Local Policing Body on a quarterly basis and made payable in accordance with a separate agreement between the relevant Police Body and the Lead Local Policing Body.
- 15.1.10 New assets acquired on or after the Effective Date purchased by the Lead Local Policing Body shall be owned by the Lead Local Policing Body and a record of those assets (including its location) will be maintained in the asset register in accordance with **clause 15.1.6**.
- 15.1.11 Subject to **clause 15.1.12**, all requests for Capital Expenditure, including, but not exclusively, replacement aircraft and avionics equipment in accordance with **Schedule 8** (Funding), must be made through the NPAS Strategic Board. The NPAS Strategic Board shall consider requests for Capital Expenditure and will endorse only those requests that support the delivery of the Service. Final approval of Capital Expenditure shall be made by the Policing Minister following a formal submission of the proposal for Capital Expenditure.
- 15.1.12 If there is a requirement for Capital Expenditure to ensure flight safety, the AOC Accountable Manager shall be entitled to override the NPAS Strategic Boards decision in relation to Capital Expenditure
- 15.1.13 If it is agreed that there should be Capital Expenditure, then to the extent that the Capital Expenditure is outside of the agreed Budget, the cost of the Capital Expenditure shall be split between the Parties in proportion to the Local Policing Body Apportionment.
- 15.1.14 If this Agreement is terminated, the NPAS Strategic Board shall determine what shall happen to the Assets upon termination of this Agreement.

15.2 **Estates**

- 15.2.1 The Lead Local Policing Body and the relevant Local Police Body who owns or leases the relevant Air Support Base shall, on the date identified in the agreed sequencing plan outlined in **Schedule 5** (Sequencing Plan), enter into an Air Support Base Licence to enable the Lead Local Policing Body to use the Air Support Base for the purpose of delivering the Service.

- 15.2.2 If the Air Support Base to be licensed to the Lead Local Policing Body is held pursuant to a lease agreement, the Local Policing Body who owns the relevant land shall ensure that the Lead Local Policing Body has a copy of such lease agreement. If the relevant lease agreement prohibits the sharing or the parting with possession of all or any part of the land which is required for delivering the Service or prohibits or places conditions on the granting of a licence, the Local Policing Body who leases the relevant Air Support Base shall use reasonable endeavours to obtain the landlord's consent to the Lead Local Policing Body having a licence of the land within 30 Business Days following the date of this Agreement. If, having used its reasonable endeavours, consent cannot be obtained, then the NPAS Strategic Board shall determine what shall happen in relation to the relevant Air Support Base.
- 15.2.3 Until the date on which the Air Support Base is licensed to the Lead Local Policing Body in accordance with the sequencing plan outlined in **Schedule 5** (Sequencing Plan), the relevant Local Policing Body shall continue to have full responsibility for the Air Support Base.
- 15.2.4 Details of the Air Support Bases which are to be subject to an Air Support Licence are set out in **Schedule 3** of this Agreement.
- 15.2.5 The estates principles set out in **Schedule 11** (Estates Principles) shall apply to the Air Support Bases.
- 15.2.6 Any Police Body who is a party to an Air Support Licence, shall as soon as reasonably practicable (and in any event no less than 12 months notice prior to any sale, disposal or transfer) inform in writing to the NPAS Strategic Board of its intention to sell, dispose or transfer its interest in any base which is the subject of the relevant Air Support Licence (a "Disposal Base"). Neither the NPAS Strategic Board nor the Lead Local Policing Body shall have the ability to refuse to any sale, disposal or transfer of any Disposal Base.
- 15.2.7 If a Local Policing Body determines to sell, dispose of or transfer of any interest in a Disposal Base, then the Local Policing Body who decided to dispose, sell or transfer the relevant Disposal Base shall be responsible for any additional costs to the NPAS or Lead Local Policing Body as a result of such transfer, sale or disposal.
- 15.2.8 If a Local Policing Body intends to sell, dispose of, or transfer any Disposal Base, they shall consult and take into account the views of the Local Lead Police Body as soon as practicable and shall not sell, dispose or transfer any Disposable Base without the prior consent of the NPAS Strategic Board. The relevant Local Policing Body who has sold,

disposed of or transferred of the Disposal Base shall enter into a discussion with the NPAS Strategic Board to determine whether a suitable alternative replacement base needs to be found and if so who shall be responsible for the cost of such replacement base.

15.3 Base Developments

15.3.1 Subject to the provisions of **Schedule 8** (Funding), the Lead Local Policing Body, on behalf of the NPAS Strategic Board shall identify throughout the term of the Agreement any proposed new base developments as well as any base alterations or base closures in order for the Service to operate effectively and efficiently. The NPAS Strategic Board shall decide whether such closures should be implemented.

15.3.2 Subject to **clause 15.3.3**, the Lead Local Policing Body, on behalf of the Strategic Board, shall fund any costs associated with new base developments, base alterations or base closure resulting from a review of operations by the Lead Local Policing Body in accordance with **clause 15.3.1** and the funding for the base closure of a Disposal Base shall only be payable for the 12 month period from the date when the Lead Local Policing Body notifies the Police Body that the base is to close except for cases where the Police Body has become a party to a new lease at the request of the NPAS Strategic Board in which case all costs associated with that lease shall be paid. The Lead Local Policing Body shall not fund any other base moves or closures.

15.3.3 If an Air Support Base is to be closed then the Party who owns or has a lease of the relevant Air Support Base shall ensure that the Air Support Base is returned to a suitable condition which:

15.3.3.1 in the event that the Air Support Base is owned or leased by a Police Body means that the Air Support Base must be returned to a condition that is agreed by the Lead Local Policing Body; and

15.3.3.2 in the event that the Air Support Base is owned or leased by the Lead Local Policing Body means that the Air Support Base must be returned to a suitable condition to ensure that it is suitable to be sold to a third party; and

the Lead Local Policing Body shall not be responsible for any costs that are required to place the Air Support Base into a suitable condition and which have arisen due to the poor maintenance or dilapidation of the relevant Air Support Base and these shall be for the account of the Local Policing Body who owns or leases the relevant Air Support Base.

- 15.3.4 Where a base development and/or closure is agreed pursuant to **clause 15.3.1**, a joint working partnership shall be established between the relevant Police Body and the Lead Local Policing Body who shall be responsible for ensuring that there is continuation of the Service during any transition stage resulting from the base development or base closure.

15.4 **Facilities and Equipment**

- 15.4.1 Where possible, the Police Body and the Lead Local Policing Body shall use any existing arrangements for services (including IT provision, vehicle provision or maintenance, energy supply, business rates and facilities management) required to ensure the Assets or Air Support Bases or anything else which the Lead Local Policing Body or the Police Body is responsible for remains in full working order. The Parties shall invoice each other for such costs in accordance with **clause 22** (Payment).
- 15.4.2 Where the Lead Local Policing Body continues to use any existing arrangements pursuant to **clause 15.4.1**, the relevant Police Body shall:
- 15.4.2.1 provide the Lead Local Policing Body with a copy of the relevant contract or agreement with the third party supplier;
 - 15.4.2.2 provide the Lead Local Policing Body with copies of all correspondence with that supplier; and
 - 15.4.2.3 not terminate or seek to terminate the relevant agreement or arrangement without the Lead Local Policing Body's consent.

15.5 **Novation**

- 15.5.1 Where:
- 15.5.1.1 it is agreed pursuant to **clause 15.1.1.2** that a Police Body shall novate to the Lead Local Policing Body an agreement or contract; or
 - 15.5.1.2 where an agreement or contract is a Transferring Agreement; or

- 15.5.1.3 where there is a maintenance contract in relation to a Transferring Asset, such contracts shall be novated to the Lead Local Policing Body and such novation shall take effect on the following terms:
- 15.5.1.4 the Lead Local Policing Body, from the date of novation shall be responsible for and will perform all obligations under the Transferring Agreements (including novation costs and/or penalties, lease or maintenance payments).
- 15.5.1.5 the Lead Local Policing Body and relevant Police Body shall execute such documents at their own cost and take such action as may reasonably be required in connection with such novations.
- 15.5.1.6 responsibility for communicating the novation of the contract to the Lead Local Policing Body shall rest with the contracting organisation.

16. **NATIONAL AIR STRATEGY**

The Parties shall procure that ACPO shall commence a review of the National Air Strategy in December 2013 to tie in with the end of the comprehensive spending review in 2015. The Parties shall seek to agree any necessary changes to the National Air Strategy as a result of such discussions.

17. **OUTSTANDING LOANS FOR EXISTING AIRCRAFT**

If a Local Policing Body, as at the date of this Agreement, has an existing loan for a Transferring Asset, the Lead Local Policing Body or Lead Local Chief Constable shall not be responsible for the costs of such loan and the relevant Local Policing Body shall continue to pay the loan itself in accordance with the conditions of the loan.

18. **AMENDMENTS TO FUNDING**

If there is a reduction in the funding available to the Police Bodies or to the Lead Local Policing Body meaning that the Lead Local Policing Body is unable to provide the Services to the standard set out in this Agreement, the Parties shall seek to agree any necessary amendments required to this Agreement as a result of such reduction in funding through the NPAS Strategic Board.

19. **EMPLOYEES**

The parties shall procure that their police officers and staff shall comply with the obligations set out in **Schedule 9** (Human Resources).

20. DAY TO DAY MANAGEMENT OF THE CONTRACT

Day to day management of this Agreement shall be carried out in accordance with **Schedule 2**.

21. POLICIES

21.1 The Police Bodies shall comply with the policies of the Lead Local Policing Body in relation to the Services.

21.2 The Lead Local Policing Body shall notify the Police Bodies in writing of any changes to the policies.

22. PAYMENT

22.1 Each Local Policing Body shall, in consideration for the performance of the Service, from the date on which the Services are provided to that Police Body as set out in **Schedule 5** (Sequencing Plan), pay the Lead Local Policing Body in accordance with the provisions of this **clause 22**.

22.2 The Lead Local Policing Body shall, on each Payment Date, deliver to each Local Policing Body an invoice for one quarter of the relevant Local Policing Body Apportionment less any amounts deductible or plus any amount payable in accordance with the provisions of **clause 22.4** and **Schedule 8** (Funding).

22.3 Any sum set out in the invoice issued pursuant to **clause 22.2** shall become due and payable by each Police Body within 30 days from the date of the invoice.

22.4 The Strategic Body shall determine the amount which each Police Body will pay in respect of the costs of providing the Service in accordance with this **clause 22** and **schedule 8** (Funding).

22.5 Within the first quarter of each Financial Year, the Lead Local Policing Body shall notify each Local Policing Body of the actual cost of delivering the Service for the previous Financial Year against the projected cost set out in the Budget for that previous Financial Year. Where the actual cost is less than the projected cost, the surplus amount shall be paid by the Lead Local Policing Body to each Local Policing Body in a proportion which reflects the Local Policing Body Apportionments for the previous Financial Year as a deduction from the quarterly invoice due on 1 July of that Financial Year.

22.6 Each of the Police Bodies shall reimburse to the Lead Local Policing Body in proportion to the Local Policing Body Apportionments and in addition to the payment to be made pursuant to **clause 22.1**, an amount equal to:

- 22.6.1 Any unexpected costs of the Lead Local Policing Body which could not have been anticipated in the original Budget or any costs which are outside the control of the Lead Local Policing Body; and
- 22.6.2 Any reasonable administrative costs incurred by the Lead Local Policing Body in the delivery of the Service;
- 22.7 On a quarterly basis, each Police Body who has incurred running costs and/or maintenance costs in relation to an Air Support Base or any Assets shall be entitled to invoice the Lead Local Policing Body for the amount of the maintenance and running costs for the previous quarter which shall be provided on an open book basis and shall be in line with the estimate agreed (or as amended) pursuant to **Schedule 11** (Estates Principles). The Lead Local Policing Body shall pay such costs within 30 Business Days of receiving the invoice.
- 22.8 The payments made shall be subject to the normal audit processes of the Lead Local Policing Body, including the external audit arrangements established on behalf of the Lead Local Policing Body.

23. **FUNDING**

- 23.1 The Lead Local Policing Body, on behalf of the Strategic Board shall fund the provision of the Service from the Budget in accordance with **Schedule 8** (Funding) and the parties shall comply with their obligations set out in **Schedule 8** (Funding).

24. **WITHDRAWAL FROM THE AGREEMENT**

24.1 **Termination of this Agreement**

- 24.1.1 If 75% or more of the Police Bodies at any time so agree, this Agreement may be terminated upon twelve months notice, expiring on 31st March in any given year.
- 24.1.2 Within six months following the termination date, the Lead Local Policing Body shall prepare and submit final accounts for approval by the other Police Bodies and upon approval, the Lead Local Policing Body shall:
 - 24.1.2.1 pay any debts, costs and expenses arising from the performance of the Service, provided that where one or more of the Police Bodies have failed to meet their responsibilities and liabilities under this Agreement at any time, the cost of any resulting penalties, losses, liabilities, loss or failure of the NPAS Strategic Board shall fall on the Police Body having responsibility for such failure and that Police Body shall reimburse the Lead Local Policing Body or

other Police Bodies prior to any distribution to them under **clause 29**; then

24.1.2.2 repay to the Police Bodies all charges and funds it has been given in advance by the Police Bodies in respect of the Services, provided always that if there shall be insufficient funds after payments of any debts, costs and expenses, the Lead Local Policing Body shall only be obliged to repay the Police Bodies pro rata; and

24.1.2.3 return to the Police Bodies or otherwise dispose or destroy (if the Police Bodies so direct) all stationary, invoices, forms, records, data or other information pertaining to or concerning the Services, in its possession or under its control.

24.2 Withdrawal from this Agreement

No individual Police Body shall be entitled to withdraw from this Agreement unless this Agreement is terminated in accordance with **clause 24.1.1**.

24.3 Ongoing financial liabilities

On termination of this Agreement, each Police Body shall continue to pay to the Lead Local Policing Body a fair proportion of the cost of covering all ongoing financial liabilities incurred by the Lead Local Policing Body as a result of termination of this Agreement until such time as all liabilities have been discharged and this clause shall survive the termination or expiry of this Agreement.

25. TREATMENT OF ASSETS ON TERMINATION OR EXPIRY

25.1 If there is a change in the Lead Local Policing Body during the term of this Agreement, the Lead Local Policing Body responsible for providing the Assets as at that date shall transfer the Assets to the new Lead Local Policing Body (free of charge.)

25.2 The NPAS Strategic Board shall determine upon the expiry or termination of this Agreement what shall happen to the Assets which are in the possession of the Lead Local Policing Body on the date that this Agreement expires or terminates. The NPAS Strategic Board shall determine that the Assets will either:

25.2.1 Remain with the relevant Lead Local Policing Body;

25.2.2 Transfer to the Local Policing Body or public bodies who are to provide the Services; or

25.2.3 Transfer to a private sector party if a private sector party is appointed to provide the Services.

25.3 At its first meeting, the NPAS Strategic Board shall commission the development of an Exit Strategy for the Lead Local Policing Body as part of the overall governance arrangements for NPAS. The Strategic Board shall be responsible for reviewing the Exit Strategy on an annual basis in respect of the transfer of assets, staff, third party contracts, intellectual property, licences and arrangements in respect of shared equipment. The Exit Strategy shall take account of any agreements or directions, or legislation from Central Government.

26. **VARIATION**

26.1 The terms of this Agreement shall only be varied in the following circumstances:

26.1.1 with the consent of the NPAS Strategic Board, having consulted with all of the parties to this Agreement; or

26.1.2 where a direction from the Secretary of State states that a variation is required.

26.2 Any party proposing a variation to this Agreement shall present such proposal to the NPAS Strategic Board for consideration in accordance with the Terms of Reference. Any party proposing a variation to this Agreement shall ensure that sufficient information is provided to allow the NPAS Strategic Board to consider such variation and the NPAS Strategic Board shall respond to such request within a reasonable period of time.

26.3 Any amendments to this Agreement shall be documented and signed on behalf of all relevant parties by the NPAS Strategic Board.

27. **INTERNAL DISPUTE RESOLUTION**

27.1 In the event of a dispute or difference between the Police Bodies which it is not possible to resolve through the decision making processes of the NPAS Strategic Board, the matter shall be resolved in accordance with **Schedule 6** (Dispute Resolution).

28. **LIABILITIES IN RESPECT OF NPAS**

28.1 The Police Bodies agree that:

28.1.1 claims made against any of the Police Bodies in connection with the Agreed Functions or the Service will be handled by the Lead Local Policing Body;

28.1.2 if claims are received by the other Police Bodies, the Police Body in receipt of the claim will notify the Lead Local Policing Body and provide all reasonable information and assistance to the Lead Local Policing Body as they may require;

28.1.3 in respect of any claims made against any Police Body or against the Lead Local Policing Body, each Police Body shall provide such support, co-operation and assistance to the Lead Local Policing Body as the Lead Local Policing Body may reasonably require.

28.2 This clause shall survive the expiry or termination of this Agreement.

28.3 All losses, claims, expenses, actions, demands, costs and liabilities incurred by the Lead Local Policing Body and which have arisen from no fault of any of the Parties to this Agreement shall be shared by the Police Bodies on such terms as may be agreed from time to time between the Police Bodies. Any losses, claims expenses, actions, demands, costs and liabilities that have arisen from an act omission, breach or negligence of one of the Parties to this Agreement shall be dealt with in accordance with **clause 29 (Indemnity)**.

29. **INDEMNITY**

29.1 Unless otherwise stated or determined in accordance with the provisions of this Agreement each of the Police Bodies and the Lead Local Policing Body agree to indemnify the other in respect of any liability, loss, claim, costs, damage or proceedings whatsoever arising out of or in connection with a failure by the indemnifying party to comply (where appropriate) with the relevant terms of this Agreement although nothing herein shall limit each of the Police Bodies or the Lead Local Policing Body's common law duty to mitigate its loss.

29.2 Notwithstanding provisions in **clause 29.1**, the Police Bodies and the Lead Local Policing Body agree to indemnify each other in respect of all actions, claims and losses (including legal fees and costs incurred) in respect of personal injury (including into the resulting of death), loss of, or damage to, property caused or contributed to by the negligence, acts, omissions or defaults of one of the Police Bodies or its officers or employees. Such indemnity shall be limited to amounts which are covered by insurance.

30. **INSURANCE**

30.1 From the Effective Date until the date on which this Agreement is terminated, the Lead Local Policing Body shall ensure that, as owner of the Assets and employer of staff, it shall take out and maintain with insurers who are of good financial standing and of good repute in the worldwide insurance market the Relevant Insurances. Any reasonable costs incurred for this purpose shall be included within the Budget.

- 30.2 The Policing Body responsible for the relevant Air Support Bases shall be responsible for insuring such Air Support Bases and shall provide details of such insurance to the Lead Local Policing Body as well as any further information reasonably requested by the Lead Local Policing Body. The Lead Local Policing Body shall be required to satisfy itself that appropriate insurances are in place.
- 30.3 None of the Parties shall take any action or fail to take any action, or (insofar as is reasonably within its power) permit anything to occur in relation to it, which would entitle any insurer to refuse to pay any claim or seek to avoid any of the Relevant Insurances.
- 30.4 The Lead Local Policing Body shall provide to each of the Police Authorities and each of the Police Forces, in respect of the Relevant Insurances, on the Effective Date and thereafter no later than each anniversary thereof, evidence that such insurances are in full force and effect, and that the premiums payable in respect of such insurances have been paid in accordance with the applicable terms agreed with insurers.
- 30.5 The Lead Local Policing Body shall ensure that the minimum sums insured and limits of indemnity are maintained at all times throughout the duration of this Agreement and shall ensure that such sums and limits are reinstated forthwith following any claim.
- 30.6 The Parties shall comply with the insurance and claims handling protocol set out in Part 2 of **Schedule 10** (Insurance Claims Handling Protocol).
- 30.7 The Lead Local Policing Body shall notify each of the Police Bodies no later than 10 Business Days prior to the cancellation, suspension, termination, or non-renewal of any of the Relevant Insurances, and as soon as reasonably practicable of any avoidance or attempted avoidance of any of the Relevant Insurances.
- 30.8 If the Lead Local Policing Body fails to maintain in force any of the Relevant Insurances, any of the Police Bodies may (but shall not be obliged to) pay any premiums required to keep such insurances in force in respect of this Agreement or themselves procure such insurances in respect of this Agreement and may, in either case, recover from the Lead Local Policing Body on written demand as a debt the amount of premium it has paid, and any reasonable additional cost it has incurred.
- 30.9 Neither failure to comply, nor full compliance, with the insurance provisions of this Agreement shall limit or relieve the Lead Local Policing Body of its other liabilities and obligations under this Agreement.
- 30.10 The insurance premiums for the Relevant Insurances shall be at all times the responsibility of the Lead Local Policing Body.

- 30.11 The cost (including any legal costs or other internal costs) of satisfying any claims, fines or actions made against the Lead Local Policing Body as a result of its actions or omissions in the delivery of the Service on behalf of and in accordance with the direction of the Strategic Board, shall be met by the Budget and not by the Lead Local Policing Body.
- 30.12 Each party shall be responsible for notifying its insurers of the terms of this Agreement and the principles set out in the insurance and claims handling protocol.
- 30.13 Each party shall be responsible for handling, investigating or resolving any insurance claim arising out of an event which occurred prior to each Police Body joining NPAS in accordance with the sequencing plan outlined in **Schedule 5** (Sequencing Plan).

31. CONFIDENTIALITY

- 31.1 Unless the parties agree otherwise in writing, each Police Body shall keep confidential all matters relating to this Agreement and shall use all reasonable endeavours to prevent their employees, officers and agents from making any disclosure to any person of any matter relating to the Agreement and the operation of NPAS.
- 31.2 **Clause 31.1** shall not apply to:
- 31.2.1 any disclosure of information that is reasonably required by any persons engaged in the performance of their obligations under this Agreement;
 - 31.2.2 any matter which a Police Body can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause;
 - 31.2.3 any disclosure to enable a determination to be made under clause 28 (Dispute Resolution);
 - 31.2.4 any disclosure required by law, any Parliamentary obligation or the rules of the Stock Exchange or Governmental or Regulatory Police Body having the force of law;
 - 31.2.5 any disclosure of information which is already lawfully in the possession of the receiving Police Body prior to its disclosure by the disclosing Police Body;
 - 31.2.6 any disclosure by a Police Body to department, office or agency of the Government;

- 31.2.7 any disclosure for the purposes of the examination and certification of any Police Body' accounts.

32. DATA PROTECTION ACT FREEDOM OF INFORMATION ACT & ENVIRONMENTAL INFORMATION REGULATIONS

- 32.1 With respect to the parties' rights and obligations under this Agreement, the parties agree that each Police Body is the Data Controller in respect of their own data and that the Lead Local Policing Body is the Data Processor in respect of all such data and all parties shall comply with the provisions of the Data Protection Legislation.

- 32.2 In relation to its rights and obligations under this Agreement, the Lead Local Policing Body and Lead Local Chief Constable shall:

- 32.2.1 ensure that they comply with their obligations under the Data Protection Legislation, Freedom of Information Act 2000 and Environmental Information Regulations 1998 and related guidance and codes;

- 32.2.2 only process Personal Data for the purposes set out in this Agreement and in particular shall:

- 32.2.2.1 not pass any Personal Data to any third party other than in accordance with **clause 32.2**;

- 32.2.2.2 not delete or amend Personal Data; and

- 32.2.2.3 keep the Personal Data confidential,

- 32.2.3 take such security measures as required to enable them to process the Personal Data in compliance with obligations imposed on them by the seventh principle of the DPA.

- 32.2.4 not process Personal Data outside the European Economic Area (or any country deemed adequate by the Commission pursuant to Article 25(6) of Directive 95/46/EC), unless:

- 32.2.4.1 the Police Bodies have given prior written consent;

- 32.2.4.2 an adequate level of protection for the rights and freedoms of the relevant data subjects can be ensured; and

- 32.2.4.3 the Data Processor enters into a written contract containing equivalent terms to those set out in this Agreement.

- 32.2.5 comply with their obligations under any other information sharing agreement.

32.3 The AOC Accountable Manager shall be the single point of contact for all requests under the DPA and the Freedom of Information Act 2000, in so far as they relate to data processed by the Lead Local Policing Body or information relating to the delivery of the Service. The Lead Local Policing Body shall, as appropriate, either deal directly with such requests, consulting with other forces where necessary, or, refer them to the appropriate data controller or Police Body holding the information. The Local Lead Police Body and the Police Bodies shall procure that the AOC Accountable Manager shall respond to any requests in such time period so as to ensure that the provisions of the Freedom of Information Act 2000 are complied with.

32.4 The parties acknowledge that any Police Body which receives a request for information held by that Police Body will be required to comply with its obligations under the Freedom of Information Act 2000. Each Police Body agrees that if it receives a request for information which relates to this Agreement or the delivery of the Service, it will use reasonable endeavours to provide a copy of the request to the Lead Local Police Body and allow the Lead Local Police Body to make representations as to whether or not or on what basis the information requested should be disclosed but the Police Body that receives the request for information shall be responsible for determining at its absolute discretion whether the information is to be disclosed. The Lead Local Police Body acknowledges that any Police Body may be obliged to disclose information which relates to this Agreement or the delivery of the Service in certain circumstances without consulting with the Lead Local Police Body or following consultation with the Lead Local Police Body and having taken its views into account.

33. **RECORDS**

33.1 The Lead Local Policing Body shall keep adequate and comprehensive records and accounts to enable it to perform its obligations under this Agreement and for each Police Body to meet its statutory obligations and comply with any requests from third parties. For these purposes, such records shall be freely available to the parties to this Agreement and the NPAS Strategic Board. On the termination or expiry of this Agreement, such records shall either be transferred to the appropriate Police Body, as agreed and the party retaining the record shall provide for a reasonable period of free access to the other Police Bodies to such records insofar as they relate to the period of this Agreement.

33.2 Each Local Policing Body will retain all Intellectual Property in Material which it has created.

33.3 Each Local Policing Body will grant to the other Police Body a non exclusive, perpetual, non-transferable and royalty free licence to use, modify, amend and develop its own Material for the ongoing management and operation of NPAS and any other ancillary purposes.

- 33.4 Each Police Body agrees to execute such further documents and take such actions or do such things as may be reasonably requested by the other Police Bodies (and at the expense of the Police Body making the request) to give full effect to the terms of this Agreement.

34. INTELLECTUAL PROPERTY

- 34.1 Intellectual property rights in any designs, works, written material etc created by staff and officers as part of the work of 'the service', shall rest with the Lead Local Policing Body. In the event of termination of this Agreement, the rights will remain with the Lead Local Policing Body unless and until agreed by the parties in writing.

35. AUDIT AND INSPECTION

- 35.1 Without prejudice to the operational independence of the Chief Constables, and only to the extent reasonably required as agreed by the NPAS Strategic Board, having regard to the disclosure and security of information including overriding duties of legal privilege, confidence and confidentiality, the NPAS Strategic Board shall make arrangements for all statutory audits or inspections of the Service as required by internal audit teams, district auditors and other external auditors (including HMIC). The NPAS Strategic Board shall ensure that account is taken of the views of HMIC, the Air Worthiness Manager and the quality management in respect of the quality, overall safety and general management and audit of the bases and aircraft. The NPAS Strategic Board shall ensure that all findings are shared with all parties as soon as reasonably practicable and that the results of such audit or inspection are discussed with each Police Body Representative as appropriate.
- 35.2 Records maintained by the parties in respect of the Service shall be accessible for internal audit by the Lead Local Policing Body upon reasonable prior written notice.

36. AUDIT AND COMPLAINT

- 36.1 If any complaint or enquiry relating to the Services is made to any Police Body (formally, informally, to the auditor, the Audit Committee or the ombudsman service) this shall be referred to AOC Accountable Manager and the parties shall cooperate fully in dealing with such complaints and shall cooperate in responding to any enquiries made by an external regulatory body including the Local Government Ombudsman, Monitor or the external auditor.
- 36.2 To ensure that the Services are provided in accordance with this Agreement, the Local Lead Police Body or such other person or body appointed by the NPAS Strategic Board will be entitled to carry out an internal audit of the Services at any time and make recommendations to the Lead Local Policing Body and the Police Bodies as to improvements to be made to the Services which the Parties shall use all reasonable endeavours to implement.

37. NOTICES

37.1 Any demand, notice or other communication given in connection with or required by this Agreement shall be in writing (entirely in the English language) and shall be emailed to, the recipient at its or e-mail address marked for the attention of the AOC Accountable Manager.

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

37.2.1 if given by e-mail it will be deemed to have been served, subject to **clause 37.2.1.1** below, at the time of sending the e-mail, which if outside 9am and 4pm on a Business Day will be deemed to be 9am on the following Business Day, provided that any notice served by e-mail will be confirmed by letter sent by post or delivered by hand as soon as practicable thereafter but without prejudice to the effectiveness of the original notice given by e-mail if received or deemed to have been received in accordance with this **clause 37.2.1** and **clause 37.2.1.1**;

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

38. ASSIGNMENT AND SUCCESSORS

38.1 The Police Bodies shall be entitled to assign the benefit of this Agreement or any part of it (together with the burden) to any other body. The Police Bodies shall give reasonable notice to the others of its intentions in this regard, unless the assignment takes effect by operation of law.

38.2 This Agreement will be binding on and will enure to the benefit of the parties and their respective successors.

38.3 The Lead Local Policing Body shall be entitled to sub-contract the provision of the Services only if this is approved by the NPAS Strategic Board.

39. WAIVER

39.1 The failure or delay by a Police Body in exercising any right, power or remedy under this Agreement shall not in any circumstances imply such right, power or remedy nor operate as a waiver of it. The single or partial exercise by any party to this Agreement of any right, power or remedy under this Agreement shall not in any circumstance preclude any other or further exercise of it or the exercise of any other right, power or remedy.

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

39.3 Any waiver of a breach of, or default under, any of the terms of this Agreement shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.

40. CONTRACT (RIGHTS OF THIRD PARTY) ACT 1999

No term of this Agreement may be enforced by any person who is not entitled to it.

41. INVALIDITY/SEVERABILITY

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

41.2 If the parties cannot agree upon the terms of any amendment or novation within 6 months of the date upon which a clause is determined to be illegal or invalid then the parties agree to submit the terms of the amendment or novation to an expert for determination. The parties agree that the expert's decision in this respect shall be final and binding.

42. ENTIRE AGREEMENT

42.1 This Agreement and all documents referred to herein set forth the entire Agreement between the parties in respect of the subject matter covered by them and supersede and replace all prior communications, representations (other than fraudulent representations), warranties, stipulations, undertakings and agreements whether oral or written between the parties.

42.2 Each of the parties acknowledges that it does not enter into this Agreement in reliance on any warranty, representation or undertaking other than those contained in this Agreement, and that its only remedies are for breach of contract provided that this does not exclude any liability which either party would otherwise have to the other party in respect of any statements made fraudulently prior to the date of this Agreement or to any provision of this Agreement which is induced by fraud for which the remedies available shall be all those available under the law given in this Agreement.

43. EQUALITY AND DIVERSITY

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

44. FURTHER ASSURANCE

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

45. GOVERNING LAW AND JURISDICTION

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law and without prejudice to the Dispute Resolution Procedure each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

46. CONTINUANCE IN FORCE

- 46.1 Unless expressly stated to the contrary, each obligation of the Parties under this Agreement shall be deemed to be a continuing obligation throughout the Term.
- 46.2 The expiry or termination (howsoever arising) of this Agreement shall be without prejudice to the rights and duties of each party accrued prior to such expiry or termination.
- 46.3 The clauses and provisions of this Agreement which expressly or impliedly have effect following expiry or termination (howsoever arising) of this Agreement shall continue in full force and effect notwithstanding such expiry or termination.

47. COUNTERPARTS

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

SCHEDULE 1

THE SERVICE

1. Service Availability

- 1.1 The NPAS Strategic Board shall be responsible for setting the operational model for the delivery of the Service from a number of bases located at strategic locations across England and Wales.
- 1.2 The Lead Local Policing Body shall be held accountable by the NPAS Strategic Board for the delivery of the Service in accordance with the agreed operational model. The Lead Local Policing Body shall ensure that each Police Body receives air support coverage and associated response times as set out in **Schedule 1A**.
- 1.3 The Lead Local Policing Body shall use reasonable endeavours to provide sufficient availability of aircraft across England and Wales when aircraft are in for scheduled maintenance.
- 1.4 The Lead Local Policing Body shall endeavour to provide the nearest available aircraft to attend upon a request for air support. It may not however, always be possible to achieve this where there is a justifiable competing demand for air support. Where this occurs, competing demands shall be managed through the Despatch and Flight Following Function and an alternative aircraft will be provided, subject to availability.
- 1.5 The NPAS Strategic Board shall agree a set annual flying hours allowance with each Police Body. The annual allowances are contained within **Schedule 1A** and will apply from 1 April to 31 March each year. The flying hours allowance will be reviewed on an annual basis by the NPAS Strategic Board in consultation with individual Police Bodies.
- 1.6 The usage of the flying hours referred to in clause 1.5 shall be decided by each Police Body in accordance with the agreed User Requirement and the Decision Making Model for the Deployment of Aircraft set out in Appendix A to this Schedule.
- 1.7 The Lead Local Policing Body shall ensure that the Director of Ground Operations shall have responsibility for the performance management of agreed flying hours, ensuring that the use of hours throughout the year is spread evenly, in accordance with this Agreement. Subject to **clause 13**, any police forces that do not use their full entitlement of hours will not be refunded.

2. Despatch and Flight Following

- 2.1 The Lead Local Policing Body shall establish a central Despatch and Flight Following Function to manage the deployment of aircraft. A process diagram of the despatch and flight following function is contained in Appendix B.
- 2.2 The Lead Local Policing Body shall ensure that all aircraft shall be despatched in accordance with the agreed User Requirement that has been developed in consultation with operational commanders. The User Requirement sets out deployment criteria and shall be used to ensure the best use of air assets. A copy of the User Requirements is contained in Appendix A.
- 2.3 The parties shall ensure that all requests for air support shall be made through the Despatch and Flight Following Function and assessed against the deployment criteria outlined in the User Requirement.
- 2.4 The transit time to an incident shall be calculated from when the aircraft takes off until it is re-tasked or lands at a recognised air base. The flying hours accumulated by the aircraft shall be deducted from the total number of flying hours agreed between the NPAS Strategic Board and the requesting Police Body.

3. Maintenance

The NPAS Management Board, with approval from the NPAS Strategic Board, shall review the maintenance provision on an annual basis and if required, suggest a new model in consultation with the IAG. If an amendment to the current maintenance arrangements is required this will be done in writing to all relevant parties.

4. Standard Operating Procedure

In support of this Agreement, a Standard Operating Procedure for NPAS shall be developed within 3 months following this Agreement coming into effect. The Standard Operating Procedures shall set out response times, availability, schedules, bases and operating hours.

SCHEDULE 1A

OPERATIONAL COVERAGE AND FORCE FINANCIAL INFORMATION

1. Operational Coverage:

2. Financial Contribution:

3. Capital Credit:

APPENDIX A

**USER REQUIREMENT AND DECISION MAKING MODEL FOR THE
DEPLOYMENT OF AIRCRAFT**

NATIONAL POLICE AIR SERVICE

USER REQUIREMENT

Version 1.0
06.08.12

Between

National Police Air Service

and

All Police Forces England and Wales

2012/2013

National Police Air Service User Requirement

Contents	Page
Introduction	3 - 5
User Requirement	6
Appendix A – User Requirement Detail	7 – 17
Appendix B – Draft Service Level Agreement	18 - 26
Appendix C – Deployment Protocol	27 - 30
Appendix D – Mathematical Search model	31

Introduction

The purpose of this document is set out for the first time a comprehensive and universal 'User Requirement' for Air Operations. Its intention is to provide a strategic requirement for the sustainable delivery of police air operations by a National Police Air Service which includes, where identified or reasonably foreseeable, future needs and aspirations.

The User Requirement specifically avoids linking a service with a specific air frame. This is intentional to ensure that the key focus is on the effective delivery of that service to the required location within the expected timescale. The National Police Air Service will be able to ensure that the most appropriate air capability is deployed to meet this need, ensuring an effective and efficient response. Such an approach will allow new technologies to be introduced to support the service provided without the need to adjust the original User Requirement.

The purpose of the National Police Air Service is:

'The provision of an effective air capability delivering demand based services and products in accordance with the National User Requirement and Service Level Agreement in order to support policing'

In determining whether the National Police Air Service can provide appropriate assistance to a Force, the following key priorities should be considered:

Where the requesting Police Force has reason to believe that the presence of police air assets may significantly impact on the outcome of any task in order to:

- **Preserve life**
- **Appropriately manage and mitigate risk**
- **Minimise the need to deploy significant ground resources**
- **Promote public and police safety**
- **Prevent and detect crime and secure best evidence**
- **Support critical incidents ¹**
- **Enhance public confidence**
- **Access a unique capability that is the only effective way of achieving the desired outcome**

Method

A Reference Group (RG) was tasked with defining and producing a 'User Requirement' listing the key services which Police Forces may need to access. The RG was comprised of individuals from existing Air Operations Units who would be able to draw a wealth of operational experience into a definitive document.

The RG recognised at an early stage the need to identify the core requirements that the 'user' would need and then to identify the primary or secondary services of each core requirement.

Note:

¹ *Definition of a critical incident: "Any incident where the effectiveness of the police response is likely to have a significant impact on the confidence of the victim, their family and/or the community."*

The core requirements are:

- Aerial Imagery
- Tactical Incident Management
- Intelligence Gathering
- Partnership
- Search
- Transportation and delivery
- Safety

On the basis that primary services will establish the nucleus of service delivery which will usually be delivered at a local level. It is acknowledged that some primary services of a specialist nature may need to be delivered at a regional or national level.

Secondary services would encompass optional or additional, sometimes non core or infrequent, services deliverable either nationally, regionally or locally.

The RG has intentionally minimised the number of Core Service Provision headings which enables the primary and secondary services to be grouped with similar task types.

Using as an example:

Aerial Imagery is the core activity.

The Primary service is:

Video/thermal image capture
Routine imagery / photography for planning and evidential purposes

The Secondary service is:

Detail Target Analysis Products for planning and evidential purposes

The primary services will generally be delivered in total by a locally based, regional asset. Where as the secondary service may be delivered locally, regionally or nationally or by a mix of services such as a locally obtained image but with detail target analysis undertaken at a regional or national centre of excellence.

The location where the service may be required is considered in terms of urban and rural areas. Each service is graded as desirable or essential against each location type to determine whether there are any trends or patterns.

This exercise demonstrates that the grading of the service is not effected by the location. In other words, using as an example, the support requested from the National Police Air Service for a spontaneous firearms incident is the same where ever the incident occurs.

The user requirement is considered in more detail at **Appendix A**, which shows how the strategic user requirement translates into operational delivery. Applicable

locations, product output, police support activities supported and other requirements are considered against the core requirements.

The time scale in which the service is required and delivered is encapsulated within the Service Level Agreement – **Appendix B**. This is considered in more depth at the end of the document but three distinct priority bands are used at the point of task acceptance. These are:

- **Priority 1:** Incidents which include an immediate threat to life, terrorist action, a national incident etc.
- **Priority 2:** Incidents which require a deployment which will lead to the immediate prevention or detection of a crime
- **Priority 3:** Pre-planned tasking

The RG recognises that future development of differing and alternative assets and resources will affect and enhance the delivery of these services. As such no significance is given to any asset type to be used for delivery of the service.

Consideration is given to how effective deployment can be achieved. **Appendix C** sets out how this can be achieved and outlines issues that will be taken into account by crews in order to deliver an effective and efficient service. This appendix also introduces a control mechanism that can be employed in regulating the use made of the National Police Air Service. It is simple and straightforward using five basic colours to denote distinct capability streams that alter the rate of usage.

A mathematical model is shown at **Appendix D** to illustrate how a search area can increase as time passes. The key issue from this is to highlight that unless additional information comes to light following an incident being reported or other influences come into play, a request for an aircraft may become unviable in terms of searching for suspects as an example.

Forces will be encouraged to make contact to discuss operational requirements or determining tactical options in any given situation. Effective communication between all parties will help to ensure the service provided meets the Force's expectations. Any request for air support should outline what the desired outcome is to avoid open ended or unachievable requests being made.

National Police Air Service User Requirement

Main Ref	Core Areas	Ref	Primary – Essential: more local delivery Secondary – Optional: wider delivery	Sub Ref	Sub Category
A	Aerial Imagery	A.1.	Primary	A.1.1.	Video / thermal image scene capture
				A.1.2.	Routine imagery / photography (planning and evidential)
		A.2.	Secondary	A.2.1.	Detail Target Analysis Products (planning and evidential)
B	Tactical Incident Management	B.1.	Primary	B.1.1.	Area containment
				B.1.2.	Armed incidents
				B.1.3.	Critical incidents
				B.1.4.	Major incidents
				B.1.5.	Vehicle pursuits
				B.1.6.	Public order
				B.1.7.	Special Escort
				B.1.8.	Supporting Command Structure
		B.2.	Secondary	B.2.1.	Intervention on ground
C	Intelligence Gathering	C.1.	Primary	C.1.1.	Covert tasking and products
				C.1.2.	Surveillance
				C.1.3.	Intelligence
		C.2.	Secondary	C.2.1.	Counter Terrorism
				C.2.2.	CBRN Detection
				C.2.3.	Patrols and operations
				C.2.4.	SECCO support
D	Partnership	D.1.	Primary	D.1.1.	Nil
		D.2.	Secondary	D.2.1.	Provision of capability to third parties
				D.2.2.	Proactive patrols
				D.2.3.	Public relations
				D.2.4.	Crime reduction
E	Search	E.1.	Primary	E.1.1.	Vulnerable people
				E.1.2.	Suspect
				E.1.3.	Evidential
				E.1.4.	Stolen vehicle
				E.1.5.	Property
				E.1.6.	Other / Concern for safety
		E.2.	Secondary	E.2.1.	Nil
F	Transportation and delivery	F.1.	Primary	F.1.1.	Specialist officers and kit / equipment
				F.1.2.	Armed containment
		F.2.	Secondary	F.2.1.	Aerial package delivery
G	Safety	G.1.	Primary	G.1.1.	Public order and officer safety
		G.2.	Secondary	G.2.1.	Cold water stabilisation – deployment of float
				G.2.2.	Casualty evacuation

The above categories are considered in more detail in **Appendix A** showing the translation into operational delivery.

Core Area A - Aerial Imagery

A1 - Primary

Explanation – the requirement is to obtain the requested imagery which may be evidential or non evidential. The capture of the imagery may be undertaken covertly or overtly and will be informed by the customer's requirements. It does not preclude the provision of other imagery that may be obtained whilst delivering another Core Area, e.g. Gathering Intelligence.

UR Number	Top Level Requirement	Applicable Locations	Product Output	Police Activities Supported
A 1.1	Capture evidence as full motion video and still imagery.	- Enclosed Urban Areas - Open Urban Areas - Rooftops & locations at height - Waterways & Open Water - Rural areas / open country	- Full Motion Video Imagery Record (evidence). - Video record of crime scene and surrounding area at time or immediately after incident. - Support for investigation post incident.	- Apprehension of offenders. - Securing of best evidence. - Gathering of intelligence.
A 1.2	Provide full motion video and still imagery suitable for use in the planning of police operations and events.	- Enclosed Urban Areas - Open Urban Areas - Rooftops & locations at height - Waterways & Open Water - Open Country	- Full Motion Video Imagery Record (evidence & Intelligence) - Still imagery of key features (premises, vehicles, access & egress, security and lighting etc.) - Risk Management	- Imagery of locations and individuals. - Identification of key intelligence for surveillance operations. - Support for tactical planning. - Gathering of intelligence. - Risk Management.

A2 – Secondary

Explanation – the requirement covers all aspects analysis of obtained aerial imagery. This may be delivered locally if the capability exists, otherwise Regional or National centres of excellence are also options.

UR Number	Top Level Requirement	Applicable Locations	Product Output	Police Activities Supported
A 2.1	Provide analysis of captured aerial imagery:- Image Enhancement	Non flying	- Full Motion Video Imagery Record (evidence * intelligence) - Stills from video - High Resolution Stills (Evidential & Non Evidential)	- Apprehension of offenders. - Securing of best evidence. - Gathering of intelligence. - Operational Planning

	• Image Analysis • Detailed Target Analysis • Imagery Interpretation • Evidential Imagery Preparation • Briefing Preparation • Imagery storage & retrieval		• Exhibited Imagery • Briefing Materials • Interpreted Imagery (EO Video & IR)	• Contingency Planning • Risk Management.
--	---	--	--	--

Core Area B – Tactical Incident Management

B1 - Primary

Explanation – the requirement is to provide services that deliver enhanced tactical management at a wide range of police incidents which will include the identification of threats or hazards.

UR Number	Top Level Requirement	Applicable Locations	Product Output	Police Activities Supported
B1.1	Provide aerial containment.	• Enclosed Urban Areas • Open Urban Areas • Rooftops & locations at height • Waterways & Open Water • Open Country	• Full Motion Video Imagery Record (evidence) • Real time full motion video for viewing on the ground locally at the scene and in command and control centres. • Real Time Tactical Advice • Real Time Resource Coordination • Location Containment • Ground Resource Release • Reduction of risk to ground resources through safe observation.	• Apprehension of offenders. • Securing of best evidence. • Gathering of intelligence. • Tactical Command and Control. • Risk Management.
B1.2	Provide effective and coordinated support for incidents where the use of police firearms has been authorised.	• Enclosed Urban Areas • Open Urban Areas • Rooftops & locations at height • Waterways & Open Water • Open Country	• Full Motion Video Imagery Record (evidence) • Real time full motion video for viewing on the ground locally at the scene and in command and control centres. • Support firearms chain of command • Real Time Tactical Advice • Real Time Resource Coordination • Location Containment • Reduction of risk to ground resources through safe observation.	• Apprehension of offenders. • Securing of best evidence. • Gathering of intelligence. • Tactical Command and Control. • Risk Management.

UR Number	Top Level Requirement	Applicable Locations	Product Output	Police Activities Supported
B1.3	Provide command and control for any incident that has the may be declared as critical.	- Urban Areas - Rural Areas - Rooftops & locations at height - Waterways & Open Water - Open Country	- Video Imagery Record (evidence) - Real time full motion video for viewing on the ground locally or in command and control centres. - High Resolution Evidential Still Imagery - Real Time Command and Control Information - Real Time Tactical Advice - Real Time Resource Coordination - Ground Resource Release - Reduction of risk to ground resources through safe observation.	- Management of public safety. - Support in casualty identification. - Establishing and controlling RVP, Cordons and marshalling areas. - Traffic and congestion management. - Support for tactical decision making. - Securing of best evidence. - Gathering of intelligence. - Tactical Command and Control. - Risk Management.
B1.4	Provide effective support for any major incident	Any location	- Video Imagery Record (evidence) - Real time full motion video for viewing on the ground locally or in command and control centres. - High Resolution Evidential Still Imagery - Real Time Command and Control Information - Real Time Tactical Advice - Real Time Resource Coordination - Ground Resource Release - Reduction of risk to ground resources through safe observation.	- Management of public safety. - Support in casualty identification. - Establishing and controlling RVP, Cordons and marshalling areas. - Traffic and congestion management. - Support for tactical decision making. - Securing of best evidence. - Gathering of intelligence. - Tactical Command and Control. - Risk Management.
B1.5	Tactically manage vehicle pursuits to a safe conclusion.	- Strategic Road network - Urban roads - Rural roads	- Full Motion Video Imagery Record (evidence). - Real Time full motion video into Command and Control centres. - Real Time Tactical Commentary. - Command and Control. - Real Time Tactical Advice. - Real Time Resource Coordination. - Reduction of risk. - Ground Resource Release.	- Pursuit Management. - Apprehension of offenders. - Securing of best evidence. - Gathering of intelligence. - Tactical Command and Control. - Risk Management.
B1.6		- Urban Areas - Rural Areas	Video Imagery Record (evidence)	Management of crowd movements.

	Provide overview and tactical updates at public events including evidence of criminal activity.	• Rooftops & locations at height • Waterways & Open Water • Open Country	• Real time full motion video for viewing on the ground locally or in command and control centres. • Real Time Command and Control information • Ground Resource Release • Real Time Tactical Advice • Real Time Resource Coordination • Reduction of risk to ground resources through safe observation.	• Support for tactical decision making. • Apprehension of offenders. • Coordination of ground resources. (FIT & Arrest teams) • Securing of best evidence. • Gathering of intelligence. • Tactical Command and Control. • Risk Management.
B1.7	Provide situational overview of vehicle escort.	• Urban Areas • Rural Areas	• Video Imagery Record (evidence) • Real time full motion video for viewing on the ground locally or in command and control centres. • Real Time Tactical Advice • Real Time Resource Coordination • Real Time Command and Control information • Reduction of risk to ground resources through real time 360 degree observation.	• Management of convoy movements. • Identification of potential problems. • Identification and management of security risks. • Support for tactical decision making. • Securing of best evidence. • Gathering of intelligence. • Tactical Command and Control in the event of attack on convoy. • Risk Management.
B1.8	Provide suitably qualified tactical adviser/Air Operations Liaison Officer to support command structure at events and police operations.	• Non flying	• Silver Air Cell Resourcing & Management. • Interpretation of Full Motion Video Imagery • Real Time Tactical Advice • Real Time Resource Coordination • Airspace knowledge and coordination. • Advice and implementation of Restrictions to airspace.	• Tactical Command and Control. • Risk Management.

B2 – Secondary

Explanation – the requirement is to cover incidents where an aircraft may need to land to deliver a specific outcome.

UR Number	Top Level Requirement	Applicable Locations	Product Output	Police Activities Supported
B2.1	Provide an appropriate individual to the ground to effect a policing purpose.	- Urban Areas - Rural Areas	- Arrest/detention of offenders. - Use of police powers e.g. stop & search. - Obtaining of Information. - Rendering of assistance, including first aid - Delivery of a specialist officer to deliver desired outcome	- Apprehension of offenders. - Securing of best evidence. - Risk Management. - Preservation of life

Core Area C – Gathering Intelligence

C1 - Primary

Explanation – the requirement is to collect and provide intelligence that supports surveillance and other covert and proactive overt policing operations.

UR Number	Top Level Requirement	Applicable Locations	Product Output	Police Activities Supported
C1.1	Covertly provide still and full motion video imagery suitable for use as intelligence or in planning covert operations.	- Enclosed Urban Areas - Open Urban Areas - Rooftops & locations at height - Waterways & Open Water - Open Country	- Full Motion Video Imagery Record (evidence & Intelligence) - Still imagery of key features (premises, vehicles, access & egress, security and lighting etc.) - Risk Management	- Imagery of locations and individuals. - Identification of key intelligence for surveillance operations. - Support for tactical planning. - Gathering of intelligence. - Risk Management.
C1.2	Covertly provide imagery of persons, vehicles, vessels, property and other items that are the subject of an ongoing developing police operation or directed surveillance authority.	- Enclosed Urban Areas - Open Urban Areas - Rooftops & locations at height - Waterways & Open Water - Open Country	- Full Motion Video Imagery Record (evidence & Intelligence) - Real time full motion video for viewing on the ground locally or in command and control centres. - Real Time Tactical Advice - Real Time Resource Coordination - Real Time Command and Control information - Risk Management	- Management of locations and individuals movements. - Identification of potential problems. - Support for tactical decision making. - Securing of best evidence. - Gathering of intelligence.

				• Tactical Command and Control in the event of surveillance loss. • Risk Management. • Securing of best evidence. • Gathering of intelligence. • Disturbance of criminal activity • Collection of archive imagery. • High Visibility Reassurance of public.
C1.3	Provide Imagery of persons, vehicles, vessels, property and other items that are associated with intelligence led operations in high crime, high risk or other strategic location.	• Enclosed Urban Areas • Open Urban Areas • Rooftops & locations at height • Waterways & Open Water • Open Country	• Full Motion Video Imagery Record (evidence & Intelligence) • Real time full motion video for viewing on the ground locally or in command and control centres. • Stills from video. • Intelligence imagery (still & full motion video of targeted locations)	

C2 – Secondary

Explanation – the requirement is to provide a capability for a wide range of intelligence based options which could be delivered locally, regionally or nationally according to the threat level applicable at the time.

UR Number	Top Level Requirement	Applicable Locations	Product Output	Police Activities Supported
C2.1	Provide aerial support and other services to support counter terrorist initiatives	All locations	- Overt presence at key sites - Full Motion Video Imagery Record (evidence & Intelligence) - Real time full motion video for viewing on the ground locally or in Intelligence or command and control centres. - Intelligence imagery (still & video of individuals present in target locations) - Risk Management	- Public reassurance - Securing of best evidence. - Gathering of intelligence. - Disturbance of criminal activity - Collection of archive imagery.
C2.2	Support activities aimed at detecting and managing CBRN risks.	- Enclosed Urban Areas - Open Urban Areas - Rooftops & locations at height - Waterways, enclosed & open Water - Open Country	- Aerial overview - Direction of resources - Real time updates - Capture of data - Mapping of data	- Support activities aimed at detecting CBRN risks. (Airborne Gamma Radiation Detection) - Support to CBRN teams - Risk Management.
C2.3	Intelligence led high visibility patrols in areas of high criminal activity	- Enclosed Urban Areas - Open Urban Areas	- Full Motion Video Imagery Record (evidence & Intelligence) - Real time full motion video for viewing on the ground locally or in Intelligence or command and control centres.	- Securing of best evidence. - Gathering of intelligence. - Disturbance of criminal activity - Collection of archive imagery.

			- Intelligence Imagery (still & video of individuals present in target locations) - Risk Management	High Visibility Reassurance of public.
C2.4	Provide support to Security Coordinators in the planning and operational phases of an event/operation.	- Urban areas - Rural Areas	- Full Motion Video Imagery Record (evidence) - Real Time Tactical Advice - Real Time Resource Coordination - Location Containment - Still imagery of key features (premises, vehicles, access & egress, security and lighting etc.) Security Searching (rooftops & routes etc)	- Operational Planning. - Maximising Security. - Co-ordination of resources. - Securing of best evidence. - Gathering of intelligence. - Tactical Command and Control. - Risk Management.

Core Area D – Partnership

D1 - Primary

Explanation – working for partners is **NOT** a core role of police air operations.

D2 – Secondary

Explanation – the potential exists to work with partners through the provision of air operations products and services to deliver a more effective response from the public services. Options may also exist to provide products and services to partners at a cost using spare capacity.

UR Number	Top Level Requirement	Applicable Locations	Product Output	Police Activities Supported
D2.1	Provide command and control at developing and ongoing critical and major incidents to authorised partners. This may include the provision of imagery and the carriage of a specialised officer. (Fire, Ambulance, Coastguard, HM Customs, MoD & HM Prisons etc.)	- Urban Areas - Rural Areas	- Video Imagery Record (evidence) - Real time full motion video for viewing on the ground locally or in command and control centres. - Real Time Command and Control information - Real Time Tactical Advice - Real Time Resource Coordination - Ground Resource Release - Reduction of risk to ground resources through safe observation.	- Management of public safety. - Support in casualty identification. - Establishing and controlling RVP, Cordons and marshalling areas. - Traffic and congestion management. - Support for tactical decision making. - Securing of best evidence. - Gathering of intelligence. - Tactical Command and Control.

					- Emergency Services Tactical Advice - Risk Management. - Public reassurance - Reduction of crime - Detection of offenders - Securing of best evidence. - Tactical Command and Control. - Risk Management. - Community Interaction - Recruitment - Promotion or police activity.
D2.2	Work with police and other partners in identified crime hotspots	- Urban areas - Rural Areas	- Overt presence - Full Motion Video Imagery Record (evidence) - Real Time Tactical Advice - Effective use of resources		
D2.3	Provide support at public relations, recruitment and other pre planned events.	Urban & Rural Areas	- Publicity - Public Reassurance		
D2.4	Provide support to activities aimed at designing out crime.	Urban & Rural Areas	- Full Motion Video Imagery. - High resolution still images - Stills from Video - Carriage of CPDA for aerial overview.		- Crime Prevention - Partnership working - Public Reassurance

Core Area E – Search

E1 - Primary

Explanation – the requirement is search for a specific outcome. It is an important function of air operations and overlaps a large proportion of other user requirements. The use of sensor technology to search large areas quickly and efficiently day or night is covered in this section.

UR Number	Top Level Requirement	Applicable Locations	Product Output	Police Activities Supported
E1.1	To search for a missing or vulnerable person.	- Urban Areas - Open Urban Areas - Rooftops & locations at height - Waterways & Open Water - Rural areas / open country	- Full Motion Video Imagery Record (evidence) - Real Time Tactical Advice - Real Time Resource Coordination - Location Containment - Ground Resource Release - Verification of legitimate personnel at security venues.	- Location of missing or vulnerable persons. - Securing of best evidence. - Gathering of intelligence. - Tactical Command and Control. - Inter-agency working (LFB, Coastguard etc.) - Reassurance of the public.
E1.2	To search for a suspect	- Urban Areas - Open Urban Areas	- Full Motion Video Imagery Record (evidence) - Real Time Tactical Advice - Real Time Resource Coordination	- Apprehension of offenders. - Security at events. - Securing of best evidence.

		• Rooftops & locations at height • Waterways & Open Water • Rural areas / open country	• Location Containment • Ground Resource Release • Verification of legitimate personnel at security venues.	• Gathering of intelligence. • Tactical Command and Control. • Inter-agency working (LFB, Coastguard etc.) • Reassurance of the public.
E1.3	Search to locate and capture evidence.	• Urban Areas • Open Urban Areas • Rooftops & locations at height • Waterways & Open Water • Rural areas / open country	• Full Motion Video Imagery Record (evidence). • Video record of crime scene and surrounding area at time or immediately after incident. • Support for investigation post incident. • Identification of potential crime scenes (IR search night).	• Securing of best evidence. • Gathering of intelligence.
E1.4	Search to locate vehicle that is stolen or involved in serious crime.	• Urban Areas • Open Urban Areas • Rooftops & locations at height • Waterways & Open Water • Rural areas / open country	• Full Motion Video Imagery Record (evidence) • Identification of vehicles. • Verification of vehicle ID and presence in inaccessible areas.	• Recovery of vehicle • Securing of best evidence. • Gathering of intelligence. • Reassurance of the public.
E1.5	Search to locate property	• Urban Areas • Open Urban Areas • Rooftops & locations at height • Waterways & Open Water • Rural areas / open country	• Full Motion Video Imagery Record (evidence) • Identification of potential stolen property. • Identification of potential crime scenes (IR search night).	• Recovery of vehicle • Securing of best evidence. • Gathering of intelligence. • Reassurance of the public.
E1.6	To conduct an aerial search in any other circumstances where utilisation of ground resources would not be effective, e.g. supporting POLSA search teams to identify potential threats at high threat events. (Rooftops, route and surrounding areas)	• Urban Areas • Open Urban Areas • Rooftops & locations at height • Waterways & Open Water • Rural areas / open country	• Real time full motion video for viewing on the ground locally at the scene and in command and control centres. • Full Motion Video Imagery Record (evidence) • Real Time Tactical Advice • Real Time Resource Coordination (POLSA) • Location Containment • Ground Resource Release (POLSA) • Verification of legitimate personnel at security venues.	• Security at events. • Securing of best evidence. • Gathering of intelligence. • Reassurance of the public. • Mitigation of risk

E2 – Secondary

Core Area F – Transportation and Delivery

F1 - Primary

Explanation – the requirement is to transport and to deliver personnel, equipment and other resources. The specific nature of the task will be driven by the customer.

UR Number	Top Level Requirement	Applicable Locations	Product Output	Police Activities Supported
F1.1	Transport and / or carriage of specialist personnel, resources and/or equipment from A to B for operational reasons, including access to restricted locations.	- Urban Areas - Rural Areas - Enclosed Urban Areas - Rooftops & locations at height - Waterways & Open Water	- Rapid deployment of personnel, resources and equipment - Ground as near to the scene as possible. Access to restricted locations for protection. - Tactical deployment to locations, including building rooftops and vessels - Reduction of risk to ground resources through safe observation.	- Apprehension of offenders. - Risk management - Maximum utilisation of scarce resources. - Rapid and safe transportation of principle. - Tactical Impact
F1.2	Carriage of level 1 firearms personnel (SFO) from A to B for operational reasons, including access to restricted locations.	- Enclosed Urban Areas - Open Urban Areas - Rooftops & locations at height - Waterways & Open Water - Open Country	- Dynamic armed containment. - Tactical firearms deployment in rapidly developing firearms situation.	- Tactical Impact - Management of risk to police and third parties. - Apprehension of offenders. - Risk management - Maximum utilisation of scarce resources.

F2 – Secondary

Explanation – the requirement is to deliver an item to a specific location.

UR Number	Top Level Requirement	Applicable Locations	Product Output	Police Activities Supported
F2.1	To transport and deliver an item to support a policing operation.	- Urban Areas - Rural Areas	- Delivery of item to required location - Land to collect and transport principle - Maximum flexibility	- Rapid response to aid decision making. - Risk management - Maximum utilisation of scarce resources. - Release of Ground resources

Core Area G – Safety

RESTRICTED

Explanation – Search activity is core to police air operations, there are NO secondary roles.

G1 - Primary

Explanation – the requirement is to enhance public and police safety through the provision of a variety of products and services.

UR Number	Top Level Requirement	Applicable Locations	Product Output	Police Activities Supported
G1.1	Undertake any cost effective and appropriate task or role that enhances safety for the public or police officers.	- Urban Areas - Rural Areas	Enhanced public and police safety in all areas of policing.	Preservation of life

G2 – Secondary

Explanation – the requirement is to provide additional capability between the police and other emergency services air responses. Such activities are not the norm however they may be required to preserve life until the arrival of or in the absence of other suitable assets such as HEMS and Search & Rescue aircraft.

UR Number	Top Level Requirement	Applicable Locations	Product Output	Police Activities Supported
G2.1	Assist to stabilise a person located in water by deploying a float or other suitable device until rescue resources arrive.	Waterways, enclosed water & Open Water	Stabilisation of person to preserve life.	Preservation of life
G2.2	Transport a located person in need of urgent medical treatment away from danger in the absence of any other suitable means of doing so.	- Urban Areas - Rural Areas	Casualty evacuation to a place of safety for treatment.	Preservation of life

SERVICE LEVEL AGREEMENT

The Service Provider: **National Police Air Service**

The Customer: **All Police Forces England and Wales**

Commencement: **1st October 2012.**

An SLA is a written agreement between a service provider and a customer that sets out details of a service to be provided and the respective responsibilities. It will help clarify the relationship between parties involved, give a clearer understanding of mutual obligations and expectations, will lead to a sharper accountability for delivery of results and will provide a considerable degree of measurement of the service provided.

SERVICE LEVEL AGREEMENT**Contents**

Section1	Agreement	Page 20
Section2	Monitoring and Review of Agreement	Page 20
Section 3	Adherence to Terms of the Agreement	Page 21
Section 4	Scope of Service	Page 21
Section 5	Requests for Service Provision	Page 21
Section 6	Incident Prioritisation	Page 22
Section 7	Resource & Asset Deployment	Page 23
Section 8	Incident Responses	Page 24
Section 9	Quality Measures	Page 25
Section 10	Monitoring and Reporting	Page 26
Section 11	Constraints	Page 26

Section 1 AGREEMENT

This agreement is made with effect from 1st October 2012 and thereafter will be reviewed annually to ensure it remains fit for purpose.

The agreement is made on the part of the customer by

It is agreed as follows:

- a) The service provider will supply Police Air Operations services to the customer in accordance with the terms and conditions as laid out in sections 4 to 8 of this agreement for the period set out above.
- b) The services to be provided are as specified in sections 4 to 11 of this agreement.
- c) The customer will provide all reasonable information to enable the provider to make the appropriate decisions about the supply of the requested services.
- d) There will be mutual access to all such information.

Section 2 MONITORING AND REVIEW OF AGREEMENT

The service provider and the customer shall appoint a relevant person or persons as a point(s) of contact for monitoring and negotiating any amendments to the SLA. The nominated persons are;

Customer:

Service Provider:

The monitoring of the SLA shall be the primary responsibility of the service provider who will ensure there are adequate mutually agreed monitoring arrangements. This information will be readily available to the customer.

A key element of the review process is to ensure that the service offered by the National Police Air Service satisfies the operational needs of its users. To achieve this, the governance structure has been designed to include a forum at which performance issues can be raised by users directly with the National Police Air Service Management Team. This will provide the management team with information that can be used to improve the quality of service offered to end users ensuring customer satisfaction levels are maintained at a high level. This forum will be the Independent Assurance Group which will be chaired by a regional Assistant Chief Constable who is separate from the Management Team.

In addition, a daily monitoring process will be established involving control room supervisors and the Director of Ground Operations. This will review the previous day's decisions with a particular emphasis on those resulting in a non deployment. The rationale for those decisions will be examined and if any adjustments are required these changes will be brought into effect immediately.

Any subsequent disputes emanating from a Force will be addressed by the Director of Ground Operations in conjunction with an appropriate representative of that Force. Any adjustment to future methods of operation will be conveyed to the control room by the

Director of Ground Operations and subsequent monitoring of performance will be targeted at any resulting changes.

Progress meetings may take place on request of either party but the service monitoring shall be subject to the normal review process. A formal review/re-negotiation will take place during the last quarter in line with the current planning framework when the next year's SLA will be drawn up.

Section 3 ADHERENCE TO THE TERMS OF THE AGREEMENT

Should problems arise, attempts will first be made to resolve them at the time, through normal working channels. Where this cannot be achieved they should be referred to line management.

The sanctions available are those that exist in the current review and appraisal process.

Section 4 SCOPE

The National Police Air Service organisation will provide police air operations assets, resources and equipment to approved standards with which to deliver policing effect from the air in support of requests from individual police forces within England and Wales.

Section 5 REQUESTS FOR SERVICE PROVISION

National Police Air Service will operate a national control room 24 hours a day 365 days per year. A fall back site has been identified and will come into operation if the need arises. This will be transparent to the end user.

Target: **100% availability 24/7/365.**

Measurement: **The number of hours when the 'national control room' is fully staffed and operational.**

The number of customer complaints of non-availability.

All requests for response services are to be reported to the national control room.

It is the customer's responsibility to make the initial request to the national control room.

All requests for service made by telephone through the *national control room* will be answered by a member of the *national control room* team within 20 seconds. Incidents transferred electronically will be opened within 20 seconds of receipt.

Target: 90% of all calls/electronic transfers will be answered/opened within 20 seconds.

Measurement: Percentage of call/electronic transfers answered/opened outside of 20 seconds.

Percentage of calls/electronic transfers answered/opened after 20 seconds or not at all including 'lost' calls or transfers.

Requests for (immediate response) service should not be reported direct to local Air Operations units.

It is the Customer's responsibility not to report by telephone or electronic transfer (immediate response) incidents direct to local Air Operations Units

There will be a separate telephone number for general enquiries. Requests for Service that relate to general enquiries and or that do not utilise the correct telephone number as provided are excluded from this agreement.

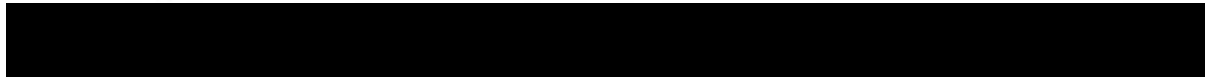
It is the Customer's responsibility not to use the 'response only' number/web address for anything other than response requests.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



**Section 7 RESOURCE AND ASSET DEPLOYMENT. USER REQUIREMENT CORE
AREAS PRIORITIES OF PRIMARY AND SECONDARY ROLES**

Incidents will be prioritised as follows;

Priority 1:

Incidents where the immediate deployment of an air operations asset is urgently required in accordance with the National Police Air Service User Requirement Appendix A and where delay in deployment could reasonably be expected to have an adverse or detrimental effect to an eventual successful outcome.

Priority 2:

As Priority 1 above but where by mutual agreement between the Requesting Force and the control room operator an immediate deployment is delayed for one or more of the reasons listed below.

- a. The deployment of an air operations asset immediately to a scene could result in a detrimental effect to the incident outcome.*
- b. That deployment without further or additional information could result in a detrimental effect to the incident outcome.*
- c. That deployment without further or additional information could adversely affect the performance of the air operations asset and as a consequence may adversely affect the chances of an eventual successful outcome.*
- d. That another air operations asset, equipment or personnel is/are more appropriate to deploy to a particular incident.*

The above is not an exhaustive list.

Priority 3: *Refer to the User Requirement (Appendix A)*

Section 8

INCIDENT RESPONSES

'Response' is described as responding to and the deployment of an appropriate Police Air Operations asset to an incident to the satisfaction of the 'Customer'.

In all cases where the circumstances of the incident change or the requirement for the PAO Asset cease then it is the customer's responsibility to immediately provide the PAO Operator with the updated details.

Incidents will be responded to as follows:

Priority 1

All reported Priority 1 incidents will receive an immediate response to provide an appropriate National Police Air Service asset on scene as soon as possible following receipt of the report by the control room operator – This service level will be provided 24 hours a day 365 days a year or other criteria as defined within individual regions.

Target:

85% of all Priority 1 responses to achieve an appropriate asset on scene within the 20 minutes of lifting.

Measurement:

Percentage of Priority 1 responses resulting in an appropriate asset on scene within the target time.

Priority 2

All reported Priority 2 incidents will receive a response to provide an appropriate National Police Air Service asset on scene as soon as possible following receipt of the report by the control room operator, or as otherwise agreed at the time. This service level will be provided 24 hours a day 365 days a year or other criteria as defined within individual regions.

Target:

90% of all Priority 2 responses to achieve an appropriate asset on scene within 60 minutes, of the request or as agreed between the customer and operator at the time of the report

Measurement:

Percentage of Priority 2 responses resulting in an appropriate asset on scene within the target or alternative agreed time

Priority 3

All reported Priority 3 incidents, potential incidents or other tasks will receive a response to provide appropriate Police Air Operations Asset within an agreed timeframe as arranged between the National Police Air Service and the requesting Force. This service will be provided 24 hours a day 365 days a year or other criteria as defined within individual regions.

Target:

95% of all Priority 3 responses to achieve an appropriate asset on scene within an agreed timeframe.

Measurement: *Percentage of Priority 3 responses resulting in an appropriate asset on scene within the target or alternative agreed time*

Section 9 QUALITY MEASURES

In addition to the Monitoring Process as described above at Sec 10, the following quality measures and activities will take place in order to ensure that both 'customer' and 'service provider' aspirations of service are being met. This process will allow for SLA deficiencies to be quickly and readily identified and appropriate restorative action(s) to be instigated.

Auditing of the national control room will take place annually. The results of each audit to be provided to Regional Police Aviation Managers within a maximum period of one calendar month of the audit date followed, if deemed necessary, by de-brief with Regional Police Aviation Managers within a maximum of one calendar month from date of receipt. Regional Police Aviation Managers will be obliged to respond to the Audit within a maximum of one calendar month of receipt of audit findings or audit de-brief whichever is the latter.

Target: *95% of all audit reports and findings will be notified by email to the Regional Police Aviation Managers within one calendar month of the audit date.*

Measurement: *Percentage of audit reports sent to Regional PAO Managers within the target time.*

Target: *95% of all de-briefs will take place within one calendar month of receipt of audit findings.*

Measurement: *Percentage of de-briefs with Regional PAO Managers undertaken within the target time.*

Target: *95% of all audit findings responded to within one calendar month of receipt of audit findings.*

Measurement: *Percentage of audit findings responses received within the target time.*

Audit results to be published as standing agenda item for National Police Air Service Strategic Board.

A survey will be carried out once a year to obtain feedback from customers concerning the service they are receiving from National Police Air Operations. The survey should encompass a minimum of 10% of the forces covered by the SLA.

Target: *One survey will be conducted during each year to identify any service problems or deficiencies within the particular service areas of: Reporting and Service Provision including timeliness, availability, quality of services and value for money.*

Measurement: *Produce results of survey for National Steering Group meetings, providing explanations, options and solutions for areas identified as deficient.*

Section 10 MONITORING AND REPORTING

At the end of each quarter or as and when required, a summary report will be provided to the Chair of the National Police Air Service Strategic Board from each Regional Police Aviation Manager.

Section 11 CONSTRAINTS

The following may affect the National Police Air Operations Organisation ability to fulfil Service Levels:

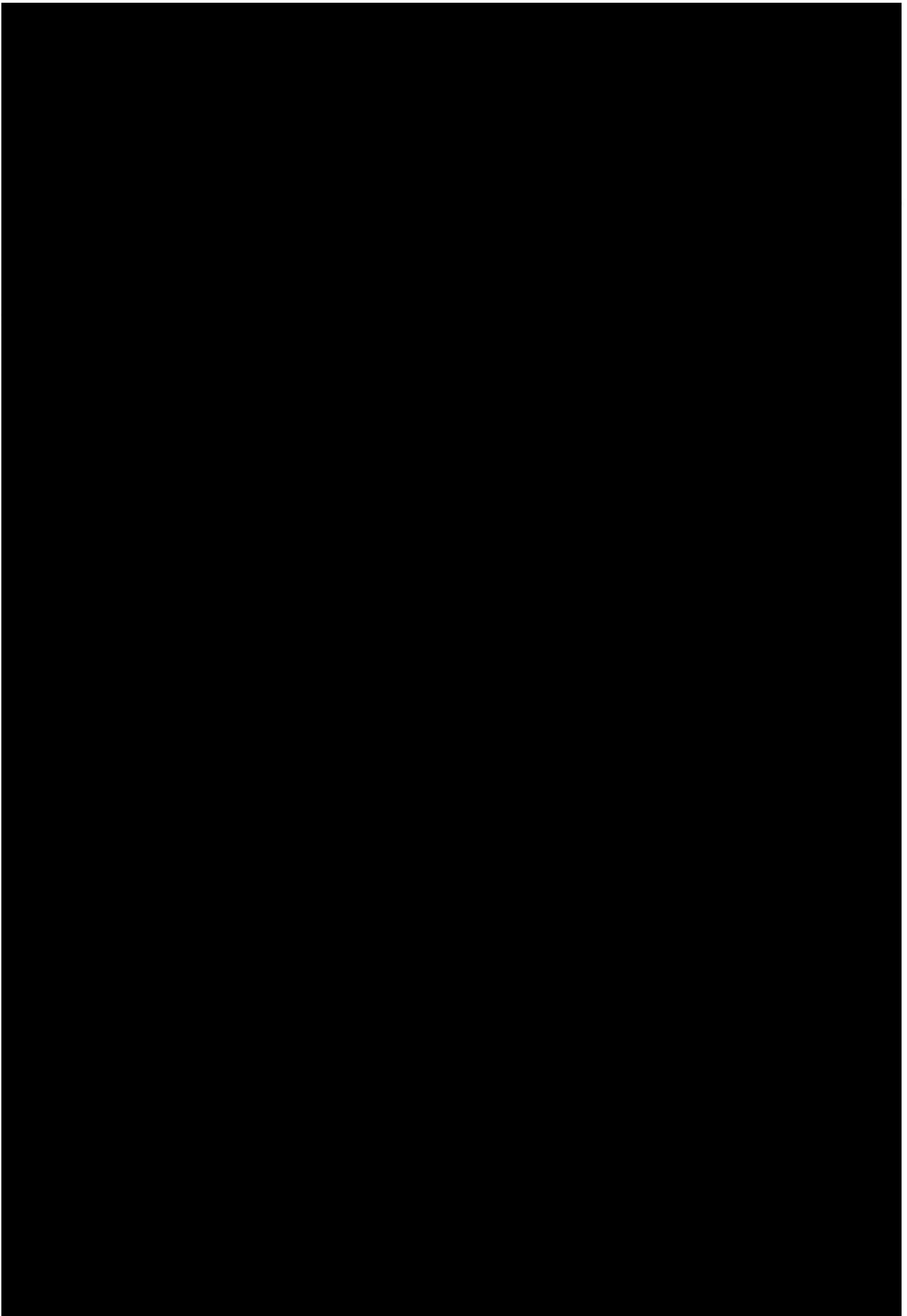
Failure of a third party company to respond, service or repair within agreed time limits.

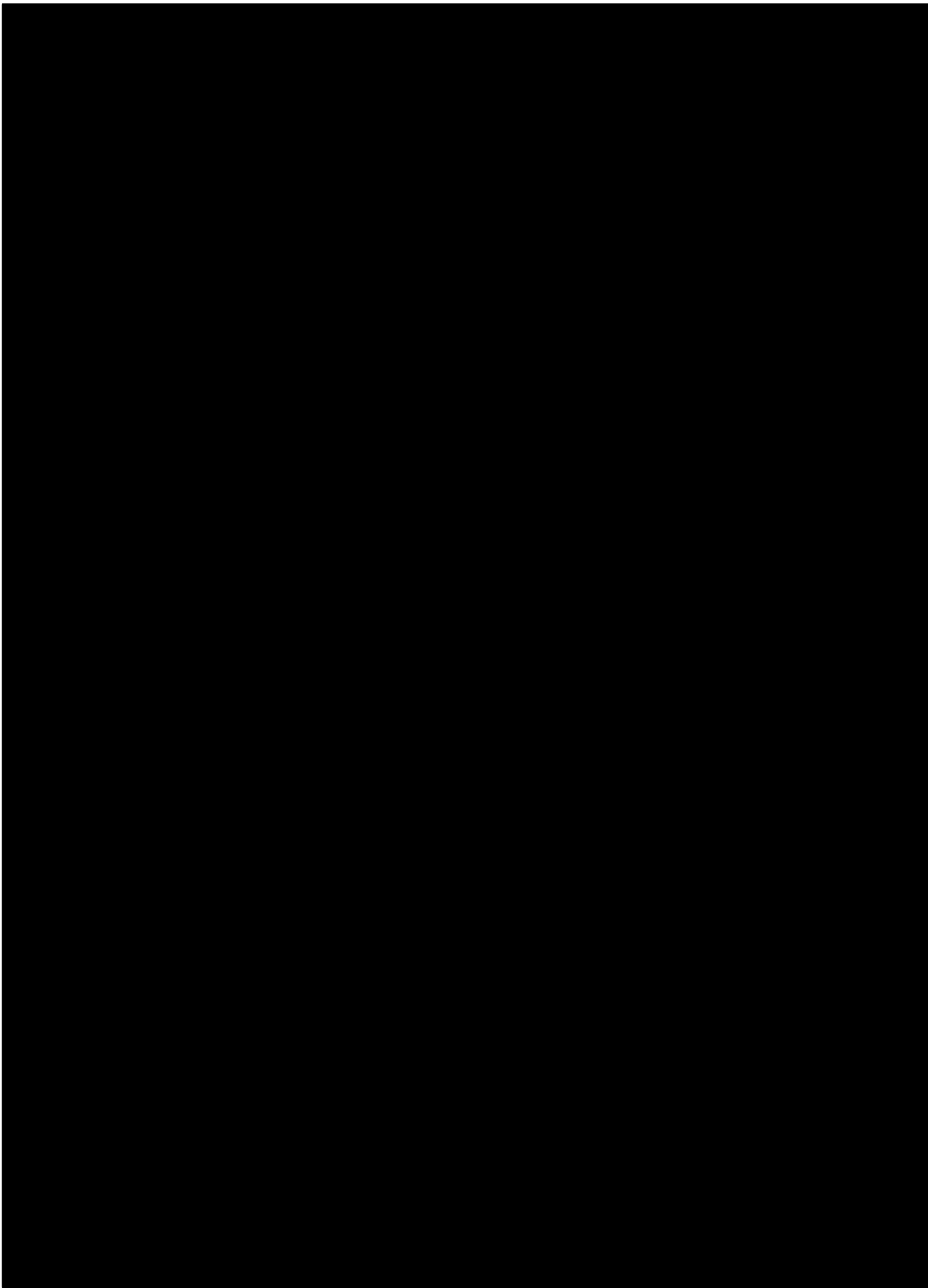
Failure or defect to an engine or engine component, airframe component or major item of role equipment which culminates in any, aircraft type, fleet grounding situation.

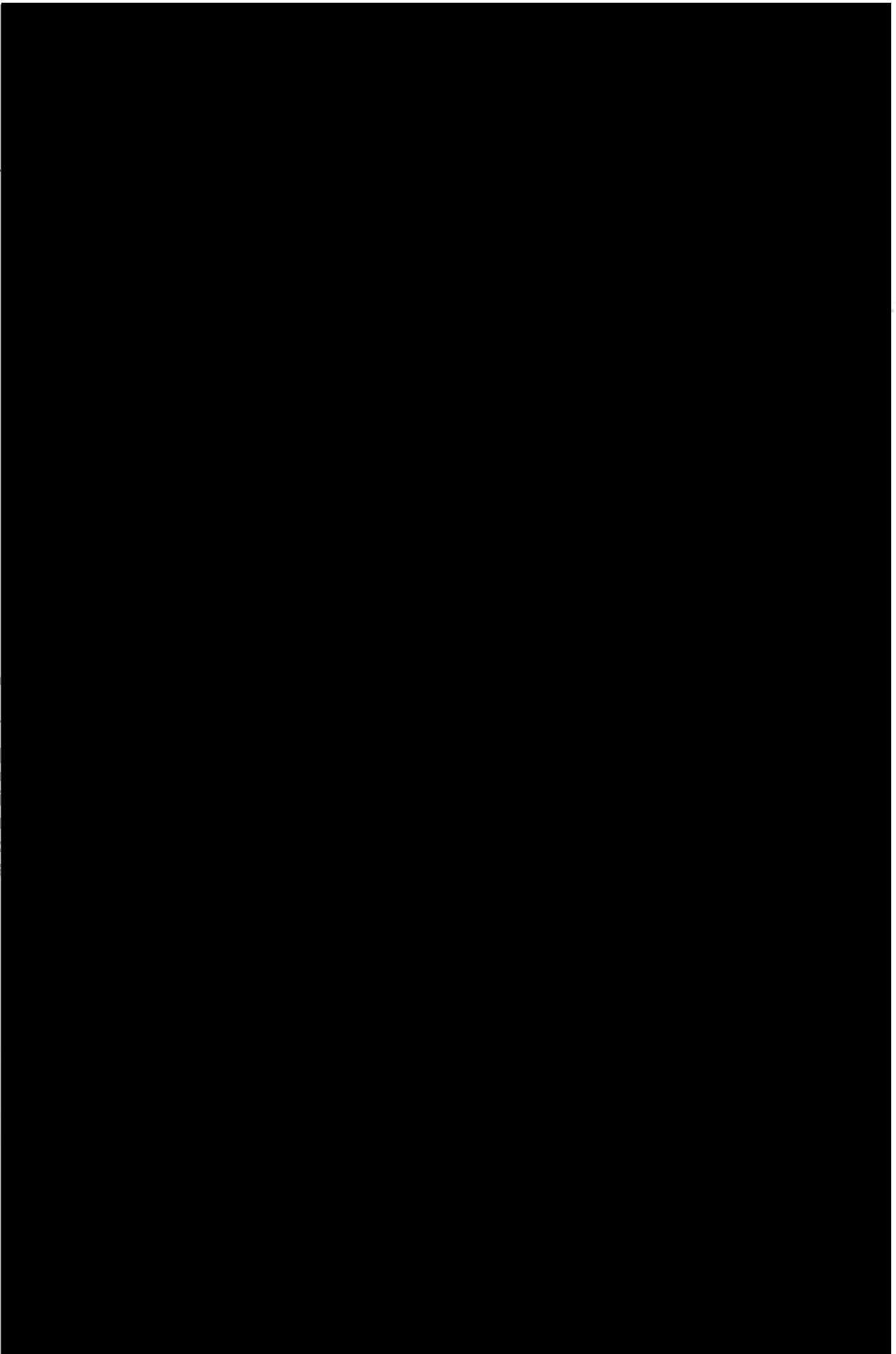
The non availability of aircraft parts beyond the control of the National Police Air Operations Organisation.

Industrial or other actions(s) beyond the control of the National police Air Operations Organisation which prevent or limit the supply of necessary services, parts or fuels to allow the continuance of safe air operations.

Where Police Air Operations assets, resources and equipment are seconded to a designated major incident under the ACPO Policy on Air Asset Co-Ordination.





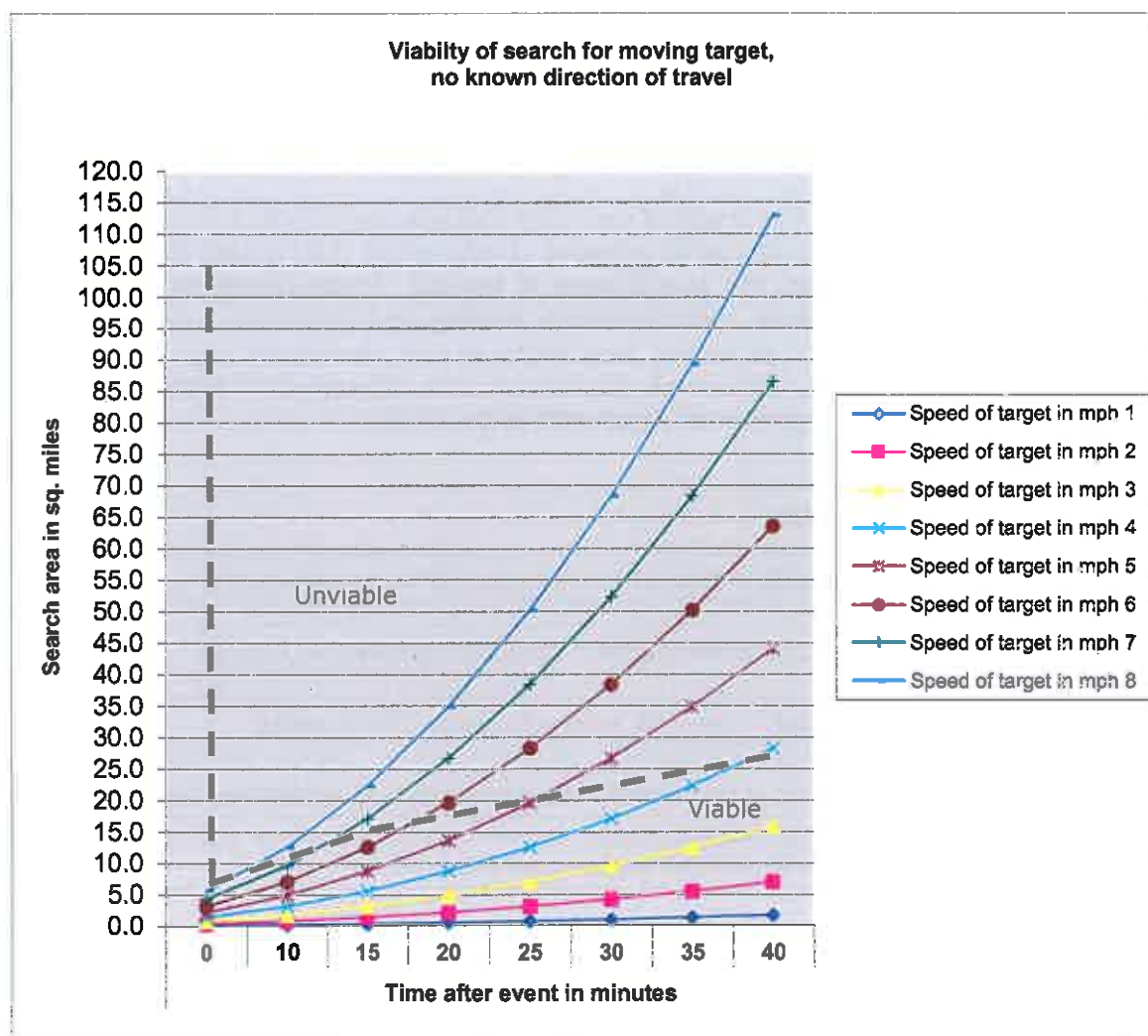


Tasking considerations for aerial search, mathematical model.

To be effective and efficient, requests for area searches must be realistic, achievable and time constrained. Speculative searches achieve little; search areas must be clearly defined based on sound intelligence.

Home Office trials in the late 1980's concluded that an aircraft can search one sq mile of difficult and hostile terrain in twelve minutes. This has been reduced by modern technology, an aircraft can now commence a search in the transit phase of a flight (about four miles from the target area) so that it is possible to search one sq mile of open ground in approx. two minutes. Even so, with a target moving in an unknown direction, the time window for an effective search is very limited.

The graph illustrates the exponential relationship between a moving target at a given speed, the time elapse from an event in minutes and the resultant area to be searched based on an aircraft searching one sq mile in two minutes. It demonstrates that to search for a target moving in an unknown direction at a speed of seven mph is unviable after 10 minutes. A search for a target moving in an unknown direction at six mph (an average running speed) becomes unviable after 15 minutes. The closer the aircraft is to the search area, the greater the chance of success.



APPENDIX B

DESPATCH AND FLIGHT FOLLOWING

SCHEDULE 2

ACCOUNTABILITY AND GOVERNANCE

1. The governance arrangements in respect of this agreement are set in the context of the Legal Framework for Policing in England and Wales as set out in the Police Act 1996.
2. These arrangements are intended to support all 43 Police Bodies and Police areas in England and Wales and in particular the Key Functions of Local Policing Bodies as set out in Section 6 of the Police Act 1996, being to secure the maintenance of an efficient and effective police force for its area and to hold Chief Officers of that force to account for the exercise of their functions and those of persons under his/her direction and control. These arrangements will also take account of the power of the Secretary of State to make an order requiring a Local Police Body to ensure that arrangements are made for co-operation or collaboration between police forces wherever necessary or expedient. By entering into this agreement, each Local Policing Body confirms that it has consulted with their Chief Police Officer about its intention to enter into these arrangements or vary the terms of this agreement or enter into a replacement or amended Collaboration Agreement.
3. **Governance Structure**
 - 3.1 The arrangements shall operate within the governance structure shown below with the roles and responsibilities described for the NPAS Strategic Board, the NPAS Management Board and the Independent Assurance Group.
4. **Governance Arrangements**
 - 4.1 The arrangements will operate in such a way as to be consistent with the individual Police Body's Internal constitution and decision making framework established in accordance with the Police Act 1964, the Local Government Act 1972 and the Police Reform and Social Responsibility Act 2011 and in particular any arrangements in respect of a delegated Body granted to individuals in accordance with the individual Constitutions. Each Policing Body shall delegate to the Lead Local Policing Body the responsibility for:
 - 4.1.1 Providing legal and financial advice to the Strategic Board;
 - 4.1.2 Authorisation to issue or defend proceedings;
 - 4.1.3 Authorisation to act in emergency circumstances;
 - 4.1.4 Authorisation to sign agreements;
5. **Partnership Values**

- 5.1 The arrangements shall operate on and work in line with the following basis, values and principles:
 - 5.1.1 Openness, communication, trust and information sharing on a formal and informal basis in a timely fashion;
 - 5.1.2 Creating open dialogue between the Bodies to discuss and resolve issues arising, irrespective of where faults may lie;
 - 5.1.3 Recognising issues and conflicts will arise and openly acknowledging, discussing and addressing such issues;
 - 5.1.4 Developing agreed and clearly understood mutual objectives whilst recognising and respecting each party's individual's objectives;
 - 5.1.5 Ensuring common objectives are clearly communicated, recorded and understood and recognising any changes to those objectives. This includes ensuring that decisions are made and recorded in accordance with the constitution of the Lead Local Policing Body and the arrangements set out in this agreement;
 - 5.1.6 Working together to anticipate potential problems and enable the taking of preventative action, where appropriate;
 - 5.1.7 Ensuring there is commitment to sound contract performance management, benefit realisation and reporting, including managing change and risk and that the agreement develops and changes to meet the Bodies' business needs;
 - 5.1.8 Taking account of the Public Sector Equality Duty and the need to meet the parties commitments to diversity and equality of opportunity for its employees and those to whom services are provided.
6. The Lead Local Policing Body shall report fully to the Police Bodies of England and Wales for the delivery of the Service. This shall be achieved through robust governance arrangements that will follow existing legislative and regulatory requirements including those overseen by the Civil Aviation Authority ("CAA") as regulators of police aviation in England and Wales.
7. In addition to the requirements of paragraph 1, the NPAS Strategic Board shall be established in accordance with paragraph 6 of this Schedule that sets the strategic direction of NPAS and makes provision for the Lead Local Chief Constable to be held to account on behalf of all other relevant parties.
8. Delivering the Service in accordance with the terms of this Agreement is the responsibility of the Lead Local Policing Body. The role, governance structure and function of NPAS Strategic Board is set out in paragraph 11.

9. Civil Aviation Authority

- 9.1 The CAA, as regulators of police aviation in England and Wales, places a requirement on the Lead Local Policing Body to demonstrate that it has a robust safety management regime in place to deliver the Service that is proportionate to the size and scale of the operation. The Lead Local Policing Body shall demonstrate this to the satisfaction of the CAA through the appointment of five nominated roles that shall be in place on or before the Effective Date. The five nominated roles are:

- 9.1.1 Air Operations Certificate (AOC) Accountable Manager;
- 9.1.2 Director of Flight Operations
- 9.1.3 Flight Operations;
- 9.1.4 Crew Training;
- 9.1.5 Ground Operations; and
- 9.1.6 Continuing Airworthiness

and the Lead Local Policing Body ensure that the persons nominated for the roles set out in paragraphs 9.1.1 - 9.1.6 shall comply with the requirements for, and carry out the specified duties for, such roles as set out in paragraphs 9.2 - 9.6 below.

9.2 Air Operations Certificate (AOC) Accountable Manager

- 9.2.1 The AOC Accountable Manager shall be responsible for ensuring that all operations and maintenance activity in relation to the Service can be financed and carried out to the standard required by the CAA. The AOC Accountable Manager shall be at a sufficiently senior level within the Lead Local Policing Body to allocate funding and authorise spending in support of flight safety.
- 9.2.2 The appointment of the AOC Accountable Manager is subject to approval by the CAA.
- 9.2.3 The Accountable Manager shall have the power to make all operational decisions in respect of the allocation of resource, responding to unexpected events, civil contingencies and directions from the Civil Aviation Authority. The Accountable Manager shall regularly report matters to the NPAS Strategic Board.

9.3 Director of Flight Operations

- 9.3.1 The Lead Local Policing Body shall appoint a Director of Flight Operations who shall have the following responsibilities:

9.3.1.1 Responsibilities on behalf of the CAA:

Ensuring that all flight crew licences are current and valid;

Maintaining standards of safety for all flight operations;

Compliance with JAR-OPS 3, National Aviation Authority (NAA) requirements and the limitations of the relevant flight manuals;

Reporting of mandatory reportable occurrences within the appropriate scheme;

Content and implementation of the Flight Time Limitation Scheme;

Promulgation of urgent flight information to crews using the Flying Staff Instructions (FSI) scheme as and when required.

9.3.1.2 Responsibilities on behalf of the Lead Local Policing Body:

Implementation of Lead Local Policing Body policy and procedures;

Overall administration and safety of operations;

Efficient and economic operation of all flying activity and supervision of the flying discipline of all pilots;

Ensuring that the flying checks on all pilots are completed in accordance with the instructions laid down in the National Air Operations Manual;

Maintaining a close liaison with other emergency services to promote the safe and efficient operation of aircraft;

Liaising with the CAA on all matters relating to aircraft operations;

All amendments to the National Air Operations Manual.

9.4 Crew Training

- 9.4.1 The Lead Local Policing Body shall nominate its chief pilot as post holder for Crew Training Pilot and must comply with the requirements and approval process established by the CAA including submitting a JAA form 4 to the CAA for approval prior to appointment.

9.4.2 The Crew Training Pilot shall be accountable to the Director of Flight Operations for the following:

9.4.2.1 The administration of all flight operations;

9.4.2.2 Rostering and line management of flight crew to meet operational requirements;

9.4.2.3 Carrying out site surveys when required and for the training of flight crew to carry out surveys;

9.4.2.4 Such duties as detailed by the Director of Flight Operations.

9.5 Ground Operations

9.5.1 The Lead Local Policing Body shall appoint a Director of Ground Operations. The post holder will be responsible to the AOC Accountable Manager for all operational and commercial matters affecting ground operations and shall be the line manager for all ground operations staff including Regional Managers and Base Managers.

9.5.2 The Director of Ground Operations shall have responsibility for stakeholder management and performance of the Service in accordance with **Schedule 1/1A**. This shall include monitoring the usage of hours by individual forces.

9.5.3 The Director of Ground Operations shall be appointed by the Lead Local Policing Body. The post holder shall have sufficient operational policing experience at the level of Superintendent/Chief Superintendent.

9.6 Continuing Airworthiness

9.6.1 The Lead Local Policing Body shall appoint a Chief Engineer to carry out the role of Continuing Airworthiness Manager. The Continuing Airworthiness Manager shall be accountable to the Director of Flight Operations for all matters affecting the continuing airworthiness of aircraft and will line manage all personnel within the engineering department.

9.6.2 The Continuing Airworthiness Manager's responsibilities in respect of maintenance will be delegated to the PART 145 Maintenance Organisation whose specific duties are detailed in the Continuing Airworthiness Maintenance Exposition (CAME) and supporting technical contracts. Notwithstanding the Continuing Airworthiness Manager's right to delegate, the Continuing Airworthiness Manager is ultimately responsible for the following:

- 9.6.2.1 Accomplishment of pre-flight inspections to the required standard;
- 9.6.2.2 Rectification to an approved standard of any defect and damage affecting safe operation, taking into account the Minimum Equipment List (MEL);
- 9.6.2.3 Accomplishment of all maintenance in accordance with the approved operator's aircraft maintenance programme.

10. NPAS Strategic Board

Role & Terms of Reference of the NPAS Strategic Board

- 10.1 The NPAS Strategic Board shall set the strategic direction for the Service and shall require the Lead Local Chief Constable to account for the operational delivery of the service on behalf of the other Police Bodies of England & Wales on a non-executive basis.
- 10.2 The Strategic Board will ensure that:
 - 10.2.1 the requirements stipulated in the Strategic Policing Requirement are met by NPAS;
 - 10.2.2 a plan for the delivery of NPAS is prepared and passed to the Lead Local Chief Constable for his implementation;
 - 10.2.3 that performance against the objectives of the plan are monitored;
 - 10.2.4 that reports are prepared and delivered to all members of the consortium;
 - 10.2.5 that an annual report on performance of NPAS is prepared and published;
 - 10.2.6 that the Board provides additional direction to the Lead Local Chief Constable as and when required;
 - 10.2.7 that all relevant parties are consulted on the significant future developments and delivery of the service;
 - 10.2.8 there is an efficient and effective service delivered within the assigned budget;
 - 10.2.9 the Lead Local Chief Constable of the Lead Local Policing Body is held to account for the delivery of the Service (a critical national policing function) to other Police Bodies;

- 10.2.10 the revenue stream that supports the Service is sufficient to absolve the Lead Local Policing Body of any financial loss arising out of or connected with the delivery of the Service.
- 10.3 The NPAS Strategic Board shall perform an oversight function on behalf of the Police Bodies and shall agree and oversee arrangements for accountability and performance management.
- 10.4 The NPAS Strategic Board shall comprise a Local Policing Body and a Chief Police Officer (or their representatives) from each of the six air support regions (South East, South West, North East, North West, Central and London). The Lead Local Policing Body and Lead Local Chief Constable will also have a seat on the NPAS Strategic Board.
- 10.5 In addition to the representatives listed in paragraph 10.4 above, the NPAS Strategic Board will include the following ex-officio members:
- (1) a representative of the Home Secretary;
 - (2) the aviation portfolio holder for National Policing Business Area (or their representative);
 - (3) the chair of the Independent Assurance Group (or their representative)
 - (3) individuals invited by either the NPAS Strategic Board or the organisations at (1), (2) or (3) and co-opted by the mutual agreement of all parties.
- 10.6 Terms of reference and the appointment of a Chair for the NPAS Strategic Board shall be agreed at its first meeting. The Chair of the Strategic Board is to be one of the Local Policing bodies.
- 10.7 Members of the Strategic Board shall be empowered to make decisions on behalf of their representative organisations in the best interests of the Service.
- 10.8 The NPAS Strategic Board shall be independent of the Lead Local Policing Body and supported through a small secretariat function.
- 10.9 The NPAS Strategic Board shall endeavour to make decisions on a unanimous basis. Where a unanimous decision cannot be reached, the Chair shall have a second or casting vote.
- 10.10 The NPAS Strategic Board shall meet not less than every three months and shall be responsible for the following matters (and any other matters as appropriate):
- 10.10.1 Ensuring the Service is managed in accordance with this Agreement;

- 10.10.2 Demonstrating accountability, value for money, effectiveness and efficiency and that suitable arrangements are in place for performance management;
 - 10.10.3 Setting and approving the annual revenue and capital budget for the Service;
 - 10.10.4 Approving the operational model for the delivery of air support across England and Wales, including fleet composition, base locations and role equipment;
 - 10.10.5 Approving proposals for any significant alterations to the financial or operating models of the Service;
 - 10.10.6 Considering and approving proposals for any significant capital expenditure (e.g. airframe investment) or disposal of any significant assets, subject to Ministerial approval where required;
 - 10.10.7 Considering and approving contractual arrangements with any third party for the provision of air support by the Lead Local Policing Body in relation to the Service';
 - 10.10.8 Resolving any high level strategic service delivery issues which cannot be resolved through line management arrangements;
 - 10.10.9 Considering and approving the capital fleet replacement plan;
 - 10.10.10 Considering and approving mitigating actions for instances where there are exceptional and unplanned in-year costs that fall outside planned expenditure. For example, increases in fuel costs or fluctuations in currency; and
 - 10.10.11 Considering (in consultation with all of the parties to this Agreement) any variation requests presented to it pursuant to **clause 27**.
- 10.11 The NPAS Strategic Board shall produce an annual report on the performance of the Service, including financial and operational performance, in accordance with the terms of the objectives of this Agreement. The report shall be prepared by the AOC Accountable Manager and made available to all Police Bodies. The report shall be published within three months following the end of each financial year.

Terms of reference of the NPAS Strategic Board

- 10.12 Each Representative of the Strategic Board may nominate one or more substitute members to attend any meeting of the Strategic Board in place of an appointed member, subject to prior written notification being given to the Chair of the NPAS Strategic Board;

- 10.13 Each Appointing Body may remove its Appointed Member or substitute members and appoint different member substitute by giving written notice to the Chair of the NPAS Strategic Board;
- 10.14 Each Appointed Member or substitute shall be entitled to remain on the Strategic Board for as long as the Appointing Body wishes them to do so but shall cease to be a member or substitute if their role ceases with their Appointing Body or that Appointing Body removes the Appointed Member;
- 10.15 Any casual vacancies will be filled as soon as reasonably practicable by the Appointing Police Body from which such vacancy arises by giving written notice to the Chair of the Strategic Board;
- 10.16 Each member of the Strategic Board shall comply with any relevant Code of Conduct of their Police Body when acting as a member of the Strategic Board.

Proceedings and Meetings

- 10.17 Meetings of the Strategic Board will take place at a suitable venue and at a time to be agreed by the Appointing Bodies
- 10.18 The quorum of the meeting will be at least two members from each Appointing Body who are entitled to attend and vote.

Voting

- 10.19 All 12 members (Local Policing Body and a Chief Police Officer (or their representatives) from each of the six air support regions) and The Lead Local Policing Body and Lead Local Chief Constable will have voting rights on the Board. Only Elected Local Policing Body members (excluding the Lead Local Policing Body) can vote in respect of decisions concerning notice of termination to the current Lead Local Policing Body and the appointment of a successor Lead Local Policing Body. Chief Police Officers (or their representatives) shall be able to vote on all NPAS business with the exception of the budget which shall remain exclusively the responsibility of the Local Policing Body members.
- 10.20 Ex-officio members do not have voting rights on the NPAS Strategic Board.
- 10.21 Each Appointing Body shall have one vote. Any matter will be decided by a simple majority of those members of the Appointing Bodies represented in the room at the time the question was put. In the event of an equality of votes, the Chair shall have a second or casting vote but before exercising this, the Chair shall consider whether it is appropriate to defer the matter to the next meeting of the NPAS Strategic Board. The Chair shall take account of the governing principles to this agreement when exercising the casting vote.

- 10.22 Members appointed as substitute shall have the same voting rights as the member for whom he/she is substituting and who does not attend. Where the Appointed Member attends, the substitute member shall not have any right to vote after the conclusion of the item of business being discussed when the appointed member arrives, but may remain at the meeting as an observer.
- 10.23 The Chair will take a vote by a show of hands, or if there is no dissent, by the affirmation of the meeting.

Minutes

- 10.24 The NPAS Strategic Board shall arrange for agendas to be circulated in advance of the meeting and for minutes to be kept and maintained.

11. NPAS Management Board

- 11.1 Supporting the NPAS Strategic Board, an NPAS Management Board shall be established with effect from 1st October 2012
- 11.2 The NPAS Management Board shall be chaired by the AOC Accountable Manager and will comprise the Director of Flight Operations, the Director of Ground Operations, NPAS Chief Pilot, Continuing Airworthiness Manager and the six Regional Managers together with such other attendees as the Board may from time to time require.
- 11.3 The NPAS Management Board shall be under the direction and control of the Lead Local Chief Constable.
- 11.4 The NPAS Management Board shall have responsibility for:
 - 11.4.1 Managing the financial performance on a day to day basis and ensuring that the Service can demonstrate value for money and continuous improvement;
 - 11.4.2 Managing the operational performance of the Service in accordance with this Agreement;
 - 11.4.3 Ensuring that the Service responds to requests from users of air support in an effective and timely manner;
 - 11.4.4 Ensuring the Service is fully compliant with all legal responsibilities, including those stipulated by the CAA;
 - 11.4.5 Prepare a draft plan for the Strategic Board;
 - 11.4.6 Prepare reports as required from time to time including an Annual Report to be submitted to the Strategic Board;

- 11.4.7 Prepare a draft Annual Revenue and Capital Budget;
- 11.4.8 Provide support as and when required to the Strategic Board;
- 11.4.9 Prepare as and when required by the Strategic Board, the Standard Operating Procedure for the delivery of Air Support in England and Wales;
- 11.4.10 Ensure that performance is delivered in accordance with the terms of this Agreement and the terms of reference set out in this Schedule;
- 11.4.11 Prepare proposals for significant alterations to the financial or operating models of NPAS, to be submitted to the Strategic Board in a timely fashion;
- 11.4.12 Prepare for the Strategic Board, proposals for significant capital expenditure or asset disposal, including matters which may be novel, contentious or have significant implications in terms of reputational risks or have a financial impact on any of the parties to this Agreement;
- 11.4.13 Proactively propose any mitigating actions which may be taken to ensure efficient management of the budget and where any costs fall outside the agreed funding arrangements.

12. Independent Assurance Group

- 12.1 The Independent Assurance Group shall be set up no later than the 30th January 2013.
- 12.2 The purpose of the Independent Assurance Group (IAG) is to represent the operational users of air support and develop the future requirements of the Service for consideration by the NPAS Strategic Board.
- 12.3 The IAG will comprise of six regional Assistant Chief Constables. The Chairmanship of the IAG will be rotated on an annual basis. In addition, the AOC Accountable Manager will also sit on the IAG.
- 12.4 The IAG will have a key role in ensuring that links with existing regional air operations working groups (whose remit is much wider than NPAS) are established.
- 12.5 The IAG may present reports, recommendations and proposals to the Strategic Board.
- 12.6 The IAG is responsible for;

- 12.6.1 Considering and evaluating new operational requirements for air support through NPAS that have been raised by the Regional Air Operations Working Groups or from individual police forces;
- 12.6.2 Ensuring that the operational users of air support services delivered by NPAS are represented and that any issues or concerns are addressed in a timely manner;
- 12.6.3 Providing the AOC Accountable Manager with a suitable evidence base to seek changes to the operational model for NPAS through the Strategic Board;
- 12.6.4 Communicating key decisions and performance management data back to the operational users of air support;
- 12.6.5 Ensuring that staff within air support units share best practice and deliver efficient and effective services.

13. Role of the Lead Local Policing Body (The Police and Crime Commissioner)

- 13.1 The Lead Local Policing Body shall be responsible for holding the Lead Local Chief Constable to account for the delivery of the Service.

14. Role of the Lead Local Policing Body Chief Constable

- 14.1 All staff involved in the delivery of the Service (including police officers seconded to the Lead Local Policing Body), shall be under the direction and control of the Lead Local Chief Constable.
- 14.2 While the Lead Local Chief Constable is responsible to the other Police Bodies and the NPAS Strategic Board for the delivery of the Service' on behalf of the other Police Bodies, he or she is by substitute, accountable to the Lead Local Policing Body and the provisions of this Agreement do not alter that statutory accountability.

15. Operational and Secretarial Costs of the Lead Local Policing Body

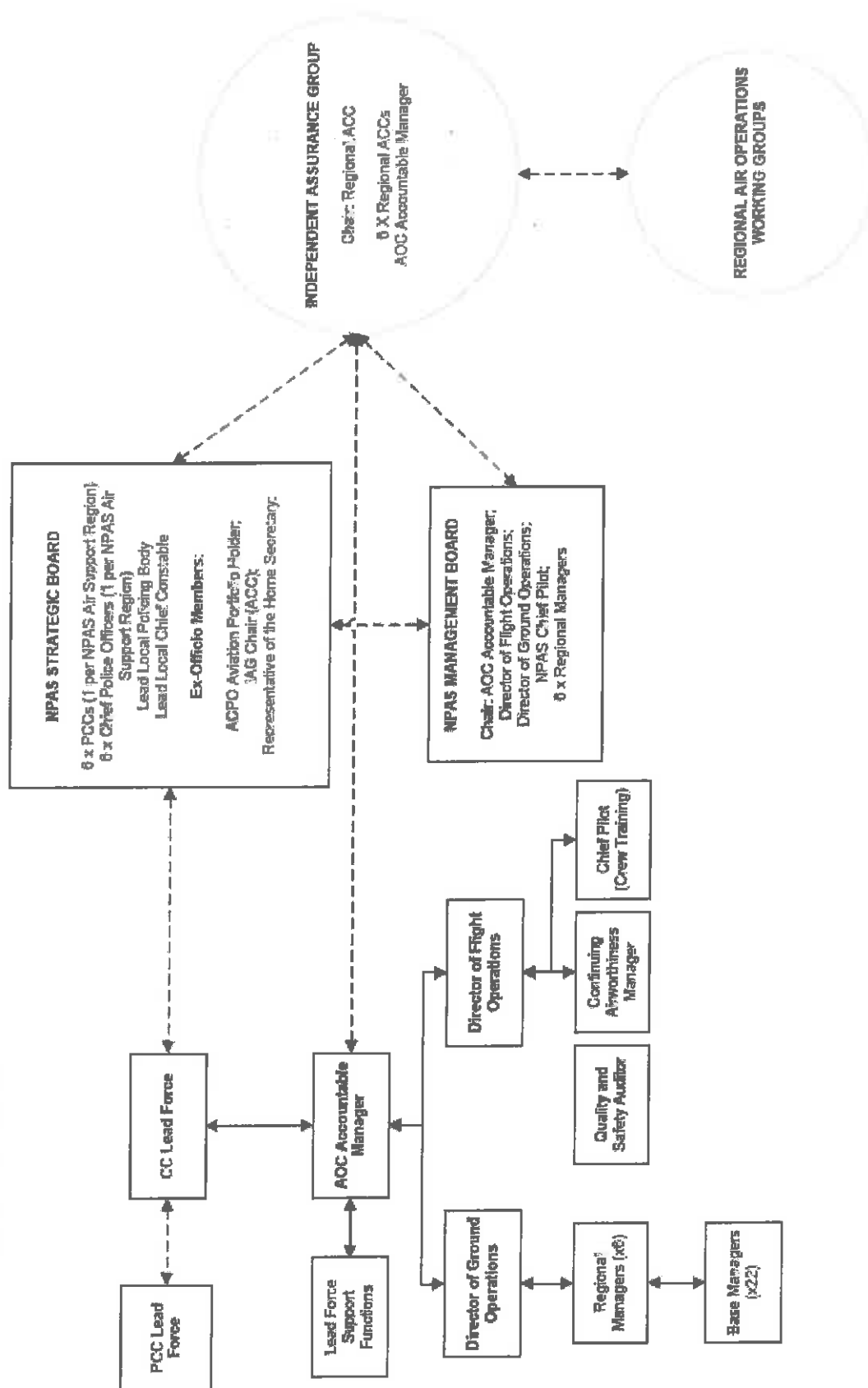
- 15.1 To support the delivery of the Service, there are a number of support functions that shall be undertaken by the Lead Local Policing Body, including, but not exclusively, finance, human resources and procurement.
- 15.2 The staffing required to perform these support functions must be approved by the NPAS Strategic Board. All costs incurred by the Lead Local Policing Body for the discharge of these functions shall be met from the NPAS budget.

- 15.3 The Lead Local Policing Body may choose to appoint a specific Individual who shall be responsible and accountable for the delivery of this Agreement in accordance with the direction set by the NPAS Strategic Board.

APPENDIX C

NPAS GOVERNANCE STRUCTURE

NPAS Governance Arrangements



SCHEDULE 3

LICENCES

Part A – Licence

Licence (Freehold)

THIS LICENCE IS DATED

PARTIES

1. RELEVANT POLICE BODY ("the Licensor")
2. LEAD LOCAL POLICING BODY ("the Licensee")

AGREED TERMS

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Collaboration Agreement the Collaboration Agreement relating to the National Police Air Service and the delivery of aviation services to the Police Bodies made under s22 of the Police Act 1996

Competent Authority any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers

Licence Period the period from and until the date on which this licence is determined in accordance with **clause 4**

Necessary Consents all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

NPAS Strategic Board has the meaning given to it in the Collaboration Agreement.

Permitted Use for the use by the Licensor in providing the Services
Property the land and buildings at []
and registered under title number []
which shall include all fixtures and fittings and plant and machinery thereon

Services the Services as defined in the Collaboration Agreement.

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, energy,

telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

- 1.2 Clause and Schedule headings shall not affect the interpretation of this agreement.
- 1.3 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the Schedule.
- 1.4 A reference to writing or written excludes faxes and e-mail.
- 1.5 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done and to use its reasonable endeavours to prevent such act or thing being done by a third party.
- 1.6 References to clauses and Schedule are to the clauses and Schedule of this licence.
- 1.7 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. Licence to occupy

- 2.1 Subject to **clause 3** and **clause 6**, the Licensor permits the Licensee to occupy the Property for the Permitted Use for the Licence Period in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the rights given to the Licensee to use the Property for the Permitted Use) together with the rights mentioned in the Schedule.
- 2.2 The Licensee acknowledges that:
 - (a) the Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this agreement;
 - (b) the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property;
 - (c) the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in **clause 2** may only be exercised by the Licensee and its employees excepting that an assignment to a successor body appointed to provide the Services is permissible and all rights and obligations under this Agreement shall transfer to such successor body.

3. Licensee's obligations

The Licensee agrees and undertakes:

- (a) to pay to the Licensor within 30 days of such demand:
 - (i) all costs in connection with the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;
 - (ii) all reasonable and proper costs arising in connection with the Licensor's obligations under this licence excepting those costs arising from any repairs or maintenance which were outstanding prior to the commencement of the Licence Period as evidenced by the schedule of condition attached.
- (b) not to use the Property other than for the Permitted Use.
- (c) to observe any reasonable rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Property.

4. **Licensor's obligations**

The Licensor agrees and undertakes:

- (a) to pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property and comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities;
- (b) to insure (unless such insurance shall be vitiated or refused due to any act or default of the Licensee or the Licensee's agents, employees or visitors) the Property and its contents in such sum as the Licensor shall be advised represents the full cost of reinstatement thereof against loss or damage by the Insured Risks (subject to such insurance being obtainable with reputable insurers on reasonable terms) and in the case of damage to or destruction of the Property to apply the proceeds of any such insurance in rebuilding or reinstating the Property when any necessary consents have been obtained;
- (c) to keep the Property in good repair provided that for all repairs that require works which will cost above £1000, the Licensor should seek the prior approval of the Licensee to the expenditure except in cases of emergency (for this purpose meaning any serious, unexpected and potentially dangerous situation requiring immediate action) where the Licensor must take instructions in line with the Collaboration Agreement

Immediately from the Licensee and shall only be entitled to take such action as is reasonably necessary to make safe the Property before such instructions are received;

- (d) to adhere to the principles contained in **Schedule 11** of the Collaboration Agreement.
- (e) keep the Property clean and tidy and to decorate the outside and the inside of the Property as often as is reasonably necessary;
- (f) not to make any alteration or addition to the Property and shall not make any opening in any boundary structure of the Property without the consent of the NPAS Strategic Board;
- (g) not to install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the NPAS Strategic Board;
- (h) not to transfer the Property to any other person without giving 12 months' prior notice to the NPAS Strategic Board;
- (i) not to lease, charge, part with or share possession or share occupation of the Property without the consent of the NPAS Strategic Board;
- (j) to comply with all laws relating to:
 - (i) the Property and the occupation and use of the Property by the Licensee including all health and safety regulations;
 - (ii) the use of all Service Media and machinery and equipment at or serving the Property;
 - (iii) any works carried out at the Property; and
 - (iv) all materials kept at or disposed from the Property.
- (k) Without prejudice to any obligation on the Licensor to obtain any consent or approval under this lease, the Licensor shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.

5. Breach of repair and maintenance obligation

- 5.1 The Licensee may give the Licensor a notice of any breach of any of the licensor obligations in this licence relating to the condition or repair of the Property.

5.2 If the Licensor has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Licensor is not carrying out the works with all due speed, then the Licensee may carry out the works needed.

5.3 The additional costs incurred by the Licensee in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Licensor to the Licensee and payable on demand.

6. **Termination**

6.1 The licence to occupy granted by this agreement shall end on the earliest of:

- (a) the expiry of any notice given by the Licensor to the Licensee at any time of breach of any of the Licensee's obligations contained in **clause 3**;
- (b) the expiry of not less than 12 months' notice given by the Licensor to the Licensee or by the Licensee to the Licensor; and
- (c) the date that Licensee is no longer the Lead Local Policing Body under the Collaboration Agreement

6.2 Termination is without prejudice to the rights of either party in connection with any antecedent breach of or other obligation subsisting under this agreement.

7. **Notices**

7.1 Any notice or other communication required to be given under this licence, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication as set out below:

- (a) to the Licensor at: [ADDRESS] and marked for the attention of [POSITION].
- (b) to the Licensee at: [ADDRESS] and marked for the attention of [POSITION].

or as otherwise specified by the relevant party by notice in writing to each other party.

7.2 Any notice or other communication shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause; or
- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second working day after posting; or

- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

7.3 A notice or other communication required to be given under this agreement shall not be validly given if sent by e-mail.

7.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

8. Disputes

This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be resolved in accordance with the dispute resolution provisions in the Collaboration Agreement.

**Schedule
Rights granted to Licensee**

1. [Such parts of the Common Parts for the purpose of access to and egress from the Property as shall from time to time be designated by the Licensor for such purpose.]
2. The Service Media serving the Property.
3. [Any other rights needed for particular property]

This licence has been entered into on the date stated at the beginning of it.

[SIGNATURES]

Licence (Leasehold)**THIS LICENCE IS DATED
PARTIES**

1. RELEVANT POLICE BODY ("the Licensors")
2. LEAD LOCAL POLICING BODY ("the Licensee")

AGREED TERMS

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Collaboration Agreement	the Collaboration Agreement relating to the National Police Air Service and the delivery of aviation services to the Police Bodies made under s22 of the Police Act 1996
Competent Authority	any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers
Landlord	the landlord for the time being of the Lease
Landlord's Covenants	the obligations in the Lease to be observed by the Landlord
Lease	a lease made between the [] and the Licensee dated [] and any renewal thereof
Licence Period	the period from and until the date on which this licence is determined in accordance with clause 4
Necessary Consents	all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.
NPAS Strategic Board	has the meaning given to it in the Collaboration Agreement.
Permitted Use	for the use by the Licensors in providing the Services
Property	the land and buildings as defined in the Lease which shall include all fixtures and fittings and plant and machinery thereon
Reservations	the rights reserved in the Lease by the Landlord
Rights	the rights granted in the Lease by the Landlord

Services	the Services as defined in the Collaboration Agreement.
Service Media:	all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.
Tenant's Covenants	the obligations in the Lease to be observed by the tenant.

- 1.2 Clause and Schedule headings shall not affect the interpretation of this agreement.
- 1.3 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the Schedule.
- 1.4 A reference to writing or written excludes faxes and e-mail.
- 1.5 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done and to use its reasonable endeavours to prevent such act or thing being done by a third party.
- 1.6 References to clauses and Schedule are to the clauses and Schedule of this licence.
- 1.7 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. **Licence to occupy**

- 2.1 Subject to **clause 3** and **clause 6**, the Licensor permits the Licensee to occupy the Property for the Permitted Use for the Licence Period in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the rights given to the Licensee to use the Property for the Permitted Use) together with the with the Rights and subject to the Reservations.
- 2.2 The Licensee acknowledges that:
 - (a) the Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this agreement;
 - (b) the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property;
 - (c) the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in **clause 2** may only

be exercised by the Licensee and its employees excepting that an assignment to a successor body appointed to provide the Services is permissible and all rights and obligations under this Agreement shall transfer to such successor body.

3. **Licensee's obligations**

The Licensee agrees and undertakes:

- (a) to pay to the Licensor within 30 days of such demand:
 - (i) all costs in connection with the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;
 - (ii) all reasonable and proper costs arising in connection with the Licensor's obligations under this licence including payment of the rent and any other monies payable under the Lease except for any premium and excepting those costs arising from any repairs or maintenance which were outstanding prior to the commencement of the Licence Period as evidenced by the schedule of condition attached.
- (b) not to use the Property other than for the Permitted Use.
- (c) to observe any reasonable rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Property.

4. **Licensor's obligations**

The Licensor agrees and undertakes:

- (a) to pay:
 - (i) all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property and comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities;
 - (ii) the rents reserved by the Lease together with all other monies payable to the Landlord thereunder;
- (b) to use all reasonable endeavours to procure that the Landlord complies with the Landlord's Covenants during the Licence Period;
- (c) to comply with the Tenant's Covenants during the Licence Period;

- (d) to insure (unless such insurance shall be vitiated or refused due to any act or default of the Licensee or the Licensee's agents, employees or visitors) and except where the Property is insured by the Landlord the Property and its contents in such sum as the Licensor shall be advised represents the full cost of reinstatement thereof against loss or damage by the Insured Risks (subject to such insurance being obtainable with reputable insurers on reasonable terms) and in the case of damage to or destruction of the Property to apply the proceeds of any such insurance in rebuilding or reinstating the Property when any necessary consents have been obtained;
- (e) to keep the Property in good repair provided that for all repairs that require works which will cost above £1000, the Licensor should seek the prior approval of the Licensee to the expenditure except in cases of emergency (for this purpose meaning any serious, unexpected and potentially dangerous situation requiring Immediate action) where the Licensor must take instructions in line with the Collaboration Agreement immediately from the Licensee and shall only be entitled to take such action as is reasonably necessary to make safe the Property before such instructions are received;
- (f) to adhere to the principles contained in **Schedule 11** of the Collaboration Agreement.
- (g) keep the Property clean and tidy and to decorate the outside and the inside of the Property as often as is reasonably necessary;
- (h) not to make any alteration or addition to the Property and shall not make any opening in any boundary structure of the Property without the consent of the NPAS Strategic Board;
- (i) not to install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the NPAS Strategic Board;
- (j) not to transfer the Property to any other person without giving 12 months' prior notice to the NPAS Strategic Board;
- (k) not to assign, underlet, charge, part with or share possession or share occupation of the Lease or the Property or hold the Lease on trust for any person without the consent of the NPAS Strategic Board;
- (l) to comply with all laws relating to:
 - (i) the Property and the occupation and use of the Property by the Licensee including all health and safety regulations;

- (ii) the use of all Service Media and machinery and equipment at or serving the Property;
- (iii) any works carried out at the Property; and
- (iv) all materials kept at or disposed from the Property.
- (m) Without prejudice to any obligation on the Licensor to obtain any consent or approval under this lease, the Licensor shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.

5. Breach of repair and maintenance obligation

- 5.1 The Licensee may give the Licensor a notice of any breach of any of the licensor obligations in this licence relating to the condition or repair of the Property.
- 5.2 If the Licensor has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Licensor is not carrying out the works with all due speed, then the Licensee may carry out the works needed.
- 5.3 The additional costs incurred by the Licensee in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Licensor to the Licensee and payable on demand

6. Termination

- 6.1 The licence to occupy granted by this agreement shall end on the earliest of:
 - (a) the expiry of any notice given by the Licensor to the Licensee at any time of breach of any of the Licensee's obligations contained in **clause 3**;
 - (b) the expiry of not less than 12 months' notice given by the Licensor to the Licensee or by the Licensee to the Licensor; and
 - (c) the date that Licensee is no longer the Lead Local Policing Body under the Collaboration Agreement
- 6.2 Termination is without prejudice to the rights of either party in connection with any antecedent breach of or other obligation subsisting under this agreement.

7. Notices

- 7.1 Any notice or other communication required to be given under this licence, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication as set out below:

(a) to the Licensor at: [ADDRESS] and marked for the attention of [POSITION].

(b) to the Licensee at: [ADDRESS] and marked for the attention of [POSITION].

or as otherwise specified by the relevant party by notice in writing to each other party.

7.2 Any notice or other communication shall be deemed to have been duly received:

(a) if delivered personally, when left at the address and for the contact referred to in this clause; or

(b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second working day after posting; or

(c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

7.3 A notice or other communication required to be given under this agreement shall not be validly given if sent by e-mail.

7.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

8. Disputes

This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be resolved in accordance with the dispute resolution provisions in the Collaboration Agreement.

This licence has been entered into on the date stated at the beginning of it.

[SIGNATURES]

Part B – Air Support Bases

October 2012:

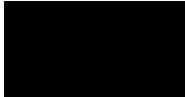
SUFFOLK & NORFOLK AIR OPERATIONS UNIT

Wattisham Airfield

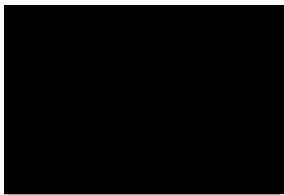


CHILTERN AIR SUPPORT UNIT - THAMES VALLEY

RAF Benson



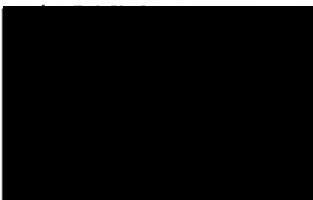
ESSEX POLICE AIR SUPPORT UNIT



January 2013:

NORTH WEST AIR OPERATIONS GROUP – WARTON

(Formerly Lancashire)



NORTH WEST AIR OPERATIONS GROUP – MANCHESTER

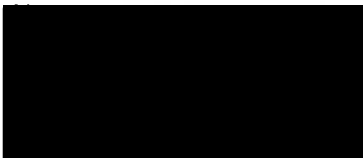
(Formerly GMP)

City Airport Manchester



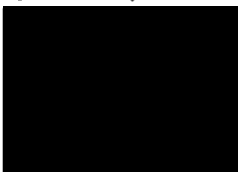
NORTH WEST AIR OPERATIONS GROUP - HAWARDEN

(Formerly Cheshire)



NORTH WEST AIR OPERATIONS GROUP – RHUDDLAN

(Formerly North Wales)



April 2013:

NORTH EAST AIR SUPPORT UNIT

[REDACTED]
Newcastle Int. Airport
[REDACTED]

CLEVELAND AIR OPERATIONS UNIT

[REDACTED]
Durham Tees Valley Airport
[REDACTED]

WEST YORKSHIRE AIR SUPPORT UNIT

Air Operations
Carr Gate
[REDACTED]

SOUTH YORKSHIRE POLICE AIR OPERATIONS UNIT

[REDACTED]
Sheffield
[REDACTED]

July 2013:

WESTERN COUNTIES AIR OPERATIONS UNIT

[REDACTED]
Filton Airfield
[REDACTED]

DEVON & CORNWALL CONSTABULARY AIR OPS UNIT

[REDACTED]
Exeter
[REDACTED]

October 2013:

NORTH MIDLANDS AIR SUPPORT UNIT

[REDACTED]
Ripley
[REDACTED]

EAST MIDLANDS AIR SUPPORT UNIT

[REDACTED]
Husbands Bosworth
[REDACTED]

WEST MIDLANDS POLICE AIR OPERATIONS UNIT

[REDACTED]
Birmingham International Airport (Cargo)
[REDACTED]

CENTRAL COUNTIES AIR OPERATIONS UNIT

[REDACTED]
Wolverhampton Halfpenny Green Airport
[REDACTED]
Stourbridge
[REDACTED]

October 2014:

METROPOLITAN POLICE SERVICE AIR SUPPORT UNIT

[REDACTED]
Lippitts Hill
[REDACTED]

February 2015

SOUTH & EAST WALES POLICE AIR SUPPORT UNIT

[REDACTED]
MOD St Athan (RAF)
[REDACTED]

April 2015

DYFED-POWYS POLICE HELICOPTER SUPPORT UNIT

[REDACTED]
Pembrey
[REDACTED]

SCHEDULE 4

TRANSFERRING ASSETS AND TRANSFERRING AGREEMENTS

Part 1 – Transferring Assets

Part 2 – Transferring Contracts and Agreements

SCHEDULE 5

SEQUENCING PLAN

SEQUENCING DATE	NPAS REGION	FORCE	NPAS BASE
October 2012 [†]	South East	Cambridgeshire Essex Suffolk Norfolk Kent Sussex Surrey Hampshire Thames Valley Bedfordshire Hertfordshire	Boreham Honington Redhill Benson
January 2013	North West	North Wales Cheshire GMP Lancashire Cumbria Merseyside	Rhuddlan Hawarden Barton Moss Warton
April 2013	North East	West Yorkshire North Yorkshire South Yorkshire Durham Northumbria Cleveland	Carr Gate Sheffield Newcastle Tees Valley
July 2013	South West	Devon & Cornwall Dorset Avon & Somerset Gloucestershire	Exeter Bournemouth Filton
October 2013	Central	Staffordshire West Mercia West Midlands Leicestershire Northamptonshire Warwickshire Lincolnshire Derbyshire Nottinghamshire	Halfpenny Green Birmingham Husbands Bosworth Ripley
October 2014	London	Metropolitan* City of London	Lippitts Hill
January 2015	South West cont.	Wiltshire	
February 2015	South West cont.	South Wales Gwent	Base to be confirmed
April 2015	South West cont.	Dyfed Powys	Pembrey
September 2016	North East cont	Humberside	

[†]MPS will provide operational assistance to NPAS from October 2012.

SCHEDULE 6

DISPUTE RESOLUTION

1. DISPUTE RESOLUTION

- 1.1 Any dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with this **Schedule 6**. The Police Bodies undertake and agree to pursue a positive approach towards dispute resolution which seeks to identify a solution which avoids legal proceedings and maintains a strong working relationship between the Police Bodies.
- 1.2 In the event of any dispute or difference between the Police Bodies relating to this Agreement (whether this may be a matter of contractual interpretation or otherwise) the matter shall be dealt with as follows:
 - 1.2.1 by referral in the first instance to the AOC Accountable Manager who shall promptly use all reasonable endeavours to resolve such matters as soon as reasonably practicable.
 - 1.2.2 if the Police Body Representatives are unable to resolve the matter between themselves any of them may refer the matter for determination by the NPAS Strategic Board (including appropriate consultation with members of the Police Bodies).
 - 1.2.3 if the NPAS Strategic Board is unable to resolve the matter, the issue shall be referred to the Home Office or Central Government;
 - 1.2.4 if the matter can still not be resolved by agreement, the Police Bodies shall attempt to settle the dispute by mediation in accordance with the Centre for Dispute Resolution Model Mediation Procedure ("Model Procedure").
- 1.3 To initiate a mediation, a Police Body must give notice in writing ("ADR Notice") to the other Police Body requesting mediation in accordance with this **Schedule 6**. A copy of the request should be sent to the Centre for Dispute Resolution or its successor ("CEDR").
- 1.4 The procedure in the Model Procedure will be amended to take account of:
 - 1.4.1 any relevant provisions in this Agreement;
 - 1.4.2 any other additional agreement which the Police Bodies may enter into in relation to the conduct of the mediation ("Mediation Agreement").

- 1.5 If there is any issue relating to the conduct of the mediation (including nomination of the mediator) upon which the Police Bodies cannot agree within seven days from the date of the ADR Notice, CEDR will (at the request of either party) decide that issue on behalf of the Police Bodies (having first consulted with them).
- 1.6 The mediation will start no later than 21 days after the date of the ADR Notice.
- 1.7 No party shall commence court proceedings whilst the dispute resolution procedure pursuant to this **Schedule 6** is being applied.

SCHEDULE 7
POLICE BODIES APPROVAL

Chief Officer

Signed for and on behalf of Police
Body

.....

.....

.....

.....

.....

.....

.....

Authorised Signatory

.....

Authorised Name, position/rank

Commissioner

Signed for and on behalf of Police
Body

.....

.....

.....

.....

.....

.....

.....

Authorised Signatory

.....

Authorised Name, position/rank

SCHEDULE 8

FUNDING

"Annual Funding Settlement" The amount required by the Lead Local Policing Body from each of the Police Bodies to deliver 'the service' in accordance with this Agreement.

"Police Body Representative" a nominee of each Police Body, notified to the Lead Local Policing Body at the Effective Date and promptly upon each occasion that the identity of that nominee changes

"Capital Expenditure" any expenditure which falls to be treated as capital expenditure in accordance with generally accepted accounting principles in the United Kingdom from time to time, International Financial Reporting Standards from time to time, or proper accounting practices for local Bodies as defined by Section 21(2) of the Local Government Act 2003 and Regulation 31 of the Local Bodies (Capital Finance and Accounting) (England) Regulations 2003

"Capital Expenditure Replacement Plan" The plan agreed by the NPAS Strategic Board to replace aircraft, avionics equipment or other items of capital expenditure.

"Hours of Service" The hours of service set out in **Schedule 1A** and the User Requirements

1. FUNDING

1.1 Overview of Funding Model and Budget

1.1.1 Without prejudice to the parties' role in managing their own statutory budgetary obligations, the Budget shall be agreed each year by the NPAS Strategic Board and shall be managed in accordance with the financial regulations of the Lead Local Policing Body and in accordance with the requirements of this **Schedule 8**.

1.1.2 The AOC Accountable Manager shall be responsible for the management of the Budget and subject to the remaining provisions of this paragraph must comply with any other financial instructions given to him by the NPAS Strategic Board. If the AOC Accountable Manager reasonably

believes that money needs to be spent in support of flight safety, the AOC Accountable Manager shall be entitled to approve such spending without having to seek approval from the NPAS Strategic Board, but must update the NPAS Strategic Board of the relevant spending and the reasons for such spending.

- 1.1.3 By 31 August each year, the Lead Local Policing Body shall require from each Police Body, details of any operational and/or maintenance costs relating to the provision of its aviation service to inform the Budget. The Lead Local Policing Body reserves the right to use estimated figures following a failure by a Police Body to comply with its obligations under this paragraph 1.1.3.
- 1.1.4 By no later than 1 December of each year, the AOC Accountable Manager shall present to the NPAS Strategic Board for its approval, a Budget for the following Financial Year and the proposed Local Policing Body Apportionment for each Police Body. The Lead Local Policing Body shall by 31 December of each year provide each Police Body with full details of the Budget and Local Policing Body Apportionment for the following Financial Year as approved by the NPAS Strategic Board.
- 1.1.5 The AOC Accountable Manager shall report quarterly to the NPAS Strategic Board (with copies to each Police Body) on the financial performance of the Service against the Budget and such other matters relating to the Service as the NPAS Strategic Board requires.
- 1.1.6 Within three months from the end of each Financial Year, the AOC Accountable Manager shall submit an annual report on the financial performance of the Service to the NPAS Strategic Board. Copies of the report shall be made available to all police forces and the Bodies within one month following the end of each Financial Year.
- 1.1.7 The Lead Local Policing Body and the Lead Local Chief Constable shall ensure that proper books of account are kept in respect of the Service and they shall be open to inspection by any parties and their respective nominees on reasonable notice. Audit of these accounts shall form part of the annual external audit and shall be the subject of an additional charge agreed by the NPAS Strategic Board.
- 1.1.8 The Budget shall be used by the Lead Local Policing Body to meet the operational expenses and running costs of the Service.
- 1.1.9 Each Police Body's Representative shall co-operate and work in conjunction with the Lead Local Policing Body to:
 - 1.1.9.1 manage the variable costs of air support each year;

- 1.1.9.2 ensure that the Hours of Service are delivered in accordance with this Agreement; and
- 1.1.9.3 closely monitor and track spending against the Budget.
- 1.1.10 If any significant deviation from the Budget or overspend is identified, then any or all of the following corrective actions can be implemented by the Lead Local Policing Body in agreement with the NPAS Strategic Board to balance the budget:
 - 1.1.10.1 Reduce the flying hours;
 - 1.1.10.2 Subject to paragraph 1.15, propose and submit a revised Budget to the NPAS Strategic Board for approval;
 - 1.1.10.3 Review revenue expenditure and identify potential options for conversion to Capital Expenditure;
 - 1.1.10.4 Bring forward capital spend to reduce in-year revenue spend, for example, replacing an aircraft earlier than planned to avoid increases in maintenance costs;
 - 1.1.10.5 Bring forward potential future savings, for example, moving to a one aircraft type fleet to potentially reduce maintenance, servicing and training costs;
 - 1.1.10.6 Seek opportunities for direct income generation, for example, undertake police aviation services for other organisations.
- 1.1.11 For the remainder of the current CSR period, Capital Expenditure for the operation of the Service shall be top-sliced from the Annual Funding Settlement. All Capital Expenditure, including fleet replacement, shall be approved in accordance with **clause 15.1.11**.
- 1.1.12 The NPAS Strategic Board is committed to producing a Capital Expenditure Replacement Plan. The NPAS Strategic Board also undertakes to provide each Police Body, total costs and timescales of implementing that plan in each Financial Year.
- 1.1.13 The Lead Local Policing Body may hold, within levels agreed by the NPAS Strategic Board, both revenue and capital reserves as deemed appropriate on behalf of the Service. Use of this reserve must be authorised by the NPAS Strategic Board.
- 1.1.14 If, following review of the audited accounts, an overspend of the Budget cannot be accommodated within the limited of the reserves, then any

additional costs set out in any revised Budget must be accepted by the NPAS Strategic Board as reasonable and be apportioned between the Police Bodies in proportion to the Local Policing Body Apportionments for that Financial Year.

- 1.1.15 The Aviation Portfolio Holder for ACPO shall present a more equitable funding model for the Service to Chief Constables Council within two years of the Effective Date.

SCHEDULE 9

HUMAN RESOURCES

1. DIRECTION AND CONTROL

- 1.1 All police staff wholly or mainly assigned to the delivery of the Service shall transfer across to the Lead Local Policing Body in accordance with the sequencing plan outlined in **Schedule 5** and the Transfer of Undertakings (Protection of Employment) Regulations 2006. The legal responsibility to inform and consult with staff rests with existing employers.
- 1.2 All police officers involved in the delivery of the Service shall be seconded across to the Lead Local Chief Constable on the basis of full cost recovery. In the event of withdrawal from or termination of this Agreement, seconded police officers will return to their home force.
- 1.3 Police officers shall continue as sworn constables of their home force irrespective of their place of work and, for the duration of their secondment to the Lead Local Chief Constable, their continuity of service will be protected. The Lead Local Chief Constable shall exercise direction and control over seconded police officers, while the home force shall remain responsible for their pay, welfare, pensions, terms and conditions and all other respective employment and service matters. The arrangements shall be subject to each officer signing a secondment agreement which shall include common terms and conditions. On retirement, police officers shall return to their home force on their last day of service.
- 1.4 All appraisals of seconded police officers shall be carried out by the appropriate line management within the Lead Local Chief Constable as shown in Appendix A.
- 1.5 The Lead Local Policing Body and Lead Local Chief Constable shall ensure the appropriate level of staff required to deliver the Service in accordance with the NPAS Governance Structure as shown in Appendix A of Schedule 2 (Accountability and Governance).
- 1.6 Any costs incurred through staff reorganisation or redundancies as a direct result of transferring to the Lead Local Policing Body shall be met through the agreed NPAS Funding Model and not by the Lead Local Policing Body. The designated budget set by the NPAS Strategic Board shall make provision for any anticipated costs including the reasonable costs of administration and governance incurred by the Lead Local Policing Body and Lead Local Chief Constable.

2. VETTING

- 2.1 The parties shall ensure that all staff and officers seeking access to systems or information held by the Lead Local Policing Body or Lead Local Chief Constable,

shall be vetted to the level required by the Lead Local Policing Body or Lead Local Chief Constable. Persons failing the vetting procedure shall not be permitted to access the systems or information of the Lead Local Policing Body or Lead Local Chief Constable.

- 2.2 The NPAS Strategic Board, in consultation with the Lead Local Policing Body and Lead Local Chief Constable, shall agree a standard approach for the vetting of staff and officers.

3. PERFORMANCE MANAGEMENT AND DISCIPLINE

- 3.1 The Lead Local Policing Body and Lead Local Chief Constable shall ensure that all matters of complaint and misconduct, arising from either a public complaint or internal report, shall be recorded in accordance with the requirements of the Police Reform Act 2002 and any subsequent or subordinate legislation regulating the recording, investigation and determination of such matters. For seconded police officers, the Lead Local Chief Constable shall ensure that the seconded officer's Police Body is notified as soon as possible. The seconded police officer's Police Body shall be responsible for ensuring compliance with any obligations or the relevant 'appropriate authority' under the Police Reform Act 2002 including, where appropriate, referral to the Independent Police Complaints Commission (IPCC), in consultation with the Lead Local Policing Body. In urgent cases the Lead Local Policing Body or the Lead Local Chief Constable may refer any matter to the IPCC.
- 3.2 The Lead Local Chief Constable, shall carry out any investigation involving the performance or conduct of a police officer seconded to him or her under this Agreement, unless the relevant Police Bodies agree otherwise. Any resultant conduct issues shall be dealt with by the relevant officers' Police Body, in consultation with the Lead Local Policing Body and the Lead Local Chief Constable.
- 3.3 Where there is a complaint involving both police officers and police staff, the Lead Local Policing Body and the Lead Local Chief Constable shall seek to agree with the relevant Police Body as to how any investigation shall be carried out
- 3.4 Lower level management interventions shall be dealt with by the unit line management as appropriate.

4. HEALTH, SAFETY AND WELFARE

- 4.1 The Lead Local Policing Body and Lead Local Chief Constable shall be responsible for the health and safety of all police officers and staff involved in delivering the Service. The Lead Local Policing Body and the Lead Local Chief Constable shall ensure that the AOC Accountable Manager shall be responsible for ensuring that all appropriate risk assessments have been carried out for the Service, are current and are complied with.

- 4.2 The Lead Local Policing Body and the Lead Local Chief Constable shall manage all instances of long-term sickness in accordance with its own HR policies. The Lead Local Chief Constable shall return all Police Officers who are suffering from long-term sickness and on secondment under the terms of this Agreement to their Police Body for appropriate treatment and monitoring.
- 4.3 Each party shall be responsible for ensuring that they comply with their legal duties with regard to their own officers and staff working on behalf of the Lead Local Policing Body or Lead Local Chief Constable in the delivery of the Service. Nothing in this Agreement shall effect, fetter or otherwise qualify the operational independence of any of the Chief Constables/Chief Police Officers.

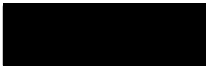
SCHEDULE 10

INSURANCE

Part 1: Required Insurances

1. Aviation Liability Insurance

1.1 Minimum Limit of Liability:



2. Business Travel Insurance

2.1 Sum Insured:



3. Employers Liability Insurance

3.1 Minimum Limit of Indemnity



4. Public and Products Liability Insurance

4.1 Minimum Limit of Indemnity



5. Officials Indemnity Insurance

5.1 Minimum Limit of Indemnity



6. Professional Indemnity Insurance

6.1 Minimum Limit of Indemnity



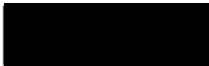
7. Motor Insurance

7.1 Minimum Limit of Indemnity



8. Airside Liability Insurance

8.1 Minimum Limit of Indemnity



9. Personal Accident Insurance

9.1 Sum Insured



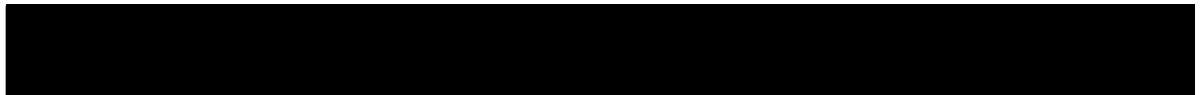
10. Loss of Licence Insurance

10.1 Minimum Limit of Indemnity



11. Buildings and Contents Insurance

11.1 Sum Insured



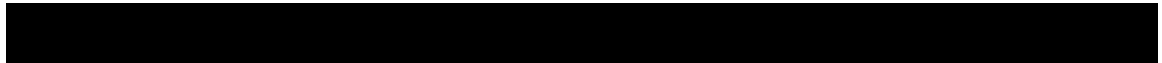
12. Engineering Insurance

12.1 Sum Insured



13. Computer Insurance

13.1 Sum Insured



Part 2: Insurance Claims Handling Protocol

The Insurance & Claims Handling Protocol documents the responsibilities of the Lead Local Policing Body and Police Bodies and the principles, processes and procedures to be followed in relation to all matters the subject of this clause.

All events resulting in insurance claims incurred before the date the Police Body joins NPAS will remain with the Police Body they originated for both investigation and resolution of the claim.

Each Police Body shall indemnify the Lead Local Policing Body against all losses, claims, damages, costs, and charges, uninsured liabilities, demands or proceedings incurred or brought as a result of its negligence or breach of its obligations under this agreement.

Each Police Body shall be responsible for securing and maintaining adequate insurance or other financial provision to cover its insuring responsibilities as outlined in this Protocol.

Each Police Body shall be responsible for notifying its insurers the principles set out in the Insurance & Claims Handling Protocol.

1. INSURANCE PROGRAMME DESIGN AND PLACEMENT

- 1.1 The Lead Local Policing Body shall assist in the identification, evaluation and monitoring of the Lead Local Policing Body's risk exposures.
- 1.2 The Lead Local Policing Body shall design, implement, co-ordinate and manage the NPAS Insurance programme in relation to those areas where it has responsibility as outlined below.
- 1.3 The Lead Local Policing Body's appointed Insurance Broker will negotiate the policy terms with the Insurer in order to obtain the most favourable and economically advantageous insurance terms on behalf of the Lead Local Policing Body.
- 1.4 The Insurance Broker will evaluate the responses to the market presentation and present the Insurer(s) quotations to the Lead Local Policing Body explaining the individual quotes and put forward an independent recommendation.
- 1.5 Following instruction from the Lead Local Policing Body the Insurance Broker will place the insurance cover with the Insurer.
- 1.6 The Insurance Broker will check all insurance documentation for accuracy before issuing to the Lead Local Policing Body which will include statutory certificates and complete policy documents.

2. **CLASSES OF INSURANCE**

2.1 **Aviation**

The Lead Local Policing Body will insure the aircraft, role equipment, spares and legal liability which will include:

- 2.1.1 Legal liability arising from the ownership, use or operation of any aircraft by or on behalf of the Lead Local Policing Body including legal liability for loss or damage to non owned aircraft and any aircraft or aircraft equipment the property of others whilst on the ground in the care, custody or control of the Lead Local Policing Body; and
- 2.1.2 The Lead Local Policing Body's operations at any airfield, airport or heliport location or at any other location used in connection with aircraft, including operations involving the refuelling, defueling, lubrication and similar servicing of aircraft.

2.2 **Buildings**

- 2.2.1 Air Support Unit bases will be insured by the owner / lessee of the building as the responsibility for maintenance will remain with the same (unless otherwise stated in the lease agreement).
- 2.2.2 Engineering insurance and inspection services of boilers, lifts and lifting equipment will be arranged by the owner / lessee of the asset, this includes notifying the Insurers of new or decommissioned plant.
- 2.2.3 The buildings material damage insurance will include:
 - 2.2.3.1 All buildings owned, leased or rented to, occupied by, utilised by or in the care, custody or control of the Lead Local Policing Body including the machinery, plant and radio masts; and
 - 2.2.3.2 Works in progress to cover contracts comprising new buildings in course of erection, where the owner / lessee is responsible for the Insurance, alterations and additions to existing buildings including unfixed goods and materials on, in transit, to or from, adjacent to or temporary stored away from the site for incorporation therein but excluding any temporary buildings, plant, machinery, tools and equipment the property of any Contractors or Sub Contractor or for which they are responsible.

- 2.2.4 The Lead Local Policing Body shall arrange standalone Business Interruption cover for additional expenditure necessarily and reasonably incurred for the loss of an Air Support Unit in order to avoid or diminish the interruption to or interference with NPAS operations, if required.

2.3 **Business Travel**

The Lead Local Policing Body will make the travel insurance arrangements which will include all employees, seconded police officers and any person travelling on the authority of the Lead Local Policing Body whilst on a business trip involving aerial flight in the UK and all trips abroad.

2.4 **Casualty**

- 2.4.1 The Lead Local Policing Body will insure all employees and seconded police officers. The casualty insurance will include:

- 2.4.1.1 Employer's liability to indemnify the Lead Local Policing Body in respect of legal liability to pay compensation for death & bodily injury sustained by an employee and seconded officer arising out of and in the course of employment including legal defence costs and expenses. Bodily injury is deemed to mean physical or mental injury and shall include death, Injury, Illness or disease, mental injury or anguish & shock;
- 2.4.1.2 Public and products liability to indemnify the Lead Local Policing Body in respect of its legal liability to pay compensation to third parties arising out of the business including legal defence costs and expenses for accidental damage to buildings which are leased, hired or rented by the Lead Local Policing Body, accidental interference, bodily injury, libel and slander, accidental loss of or damage to material property, pollution legal liability, products liability and wrongful arrest;
- 2.4.1.3 Officials Indemnity to cover legal liability to pay compensation for financial loss occasioned by an error committed or alleged to have been committed by any employee official or member arising out of the performance and exercise of their statutory functions and powers; and
- 2.4.1.4 Professional Indemnity to cover legal liability for damages, claimants costs and expenses due to a breach of professional duty by reason of any neglect, error or omission committed in good faith by an employee or any

other person, firm or company acting jointly with the Lead Local Policing Body and dishonesty arising out of the course of the business for work undertaken for a fee.

2.5 Motor

- 2.5.1 The Lead Local Policing Body's motor insurance will cover motor vehicles private and commercial & /or special types & /or motor cycles owned, leased by or hired by the Lead Local Policing Body in their care, custody and control for social, domestic, pleasure purposes and on the business of the Lead Local Policing Body.
- 2.5.2 The Police Bodies who are the registered keeper and responsible for the insurance and maintenance of their own vehicles will recharge the Lead Local Policing Body for any vehicles loaned to them; and
- 2.5.3 The Lead Local Policing Body will arrange airside liability insurance to cover legal liability for bodily injury or property damage caused by or arising out of the use of any vehicle while being used in, on or about airport premises, on the business of the Lead Local Policing Body only. This includes any motor vehicle the property of the Lead Local Policing Body, leased, hired, loaned to them or in the custody or control of the Lead Local Policing Body or for which they are legally responsible.

2.6 Personal Accident

- 2.6.1 Unless there is a contractual reason for the provision of personal accident insurance the Lead Local Policing Body will not be providing this cover.
- 2.6.2 Passengers have the standard rights of recourse under the passenger legal liability Aviation Policy for bodily injury.

2.7 Loss of Licence

- 2.7.1 The Lead Local Policing Body will make the Insurance arrangements.

2.8 Property

- 2.8.1 The owner / lessee will insure all of the contents, computer and telecommunications equipment (unless otherwise stated in the lease agreement).

2.8.2 Property Insurance will include:

- 2.8.2.1 All general business and office contents and stock owned by, leased by, rented to, hired, borrowed by the Lead Local Policing Body or in its care, custody or control.;
- 2.8.2.2 Tenants fixtures and fittings in any rented, leased or loaned premises occupied by the Lead Local Policing Body;
- 2.8.2.3 Loss of or damage to money belonging to or in the care, custody or control of the Lead Local Policing Body; and
- 2.8.2.4 Computer and Telecommunications equipment, media and ancillary equipment, laptops and other handheld personal information technology devices, increased cost of working and reinstatement of data.

2.8.3 The Lead Local Policing Body will insure the money and fidelity risks.

3. CLAIMS HANDLING

- 3.1 Claims will be handled by the Police Body responsible for insuring the risk.
- 3.2 The Lead Local Policing Body will handle all claims relating to the delivery of the Service on behalf of Police Bodies and will have the final decision on whether to settle or defend it.
- 3.3 Lead Local Policing Body liability and motor claims including litigation will be dealt with in-house by Legal Services. All other classes of business will be handled by Insurers.
- 3.4 The Lead Local Policing Body shall at all times liaise with the appropriate stakeholders including Legal Services, Head of Insurance, Professional Standards and the Independent Police Complaints Commission (IPCC) until the resolution of any claims has been achieved.
- 3.5 The Lead Local Policing Body with the support of the Lead Local Chief Constable shall ensure it has robust Business Continuity Plans for the operating of its airbases and despatch centre following a disruptive event and procedures for managing an emergency incident involving the aircraft. Disaster Recovery plans and arrangements should also be in place for the continuation or recovery of the critical IT and or communications infrastructure.

4. FUNDING OF PREMIUMS AND CLAIMS COSTS

- 4.1 Insurance premiums will be paid by the Police Body responsible for arranging insurance, which has the insurable interest for the risk prior to the asset transferring to the Lead Local Policing Body. This will be the normal 12 months policy period for aviation insurance to secure any early payment discounts. For other types of Insurance such as travel, personal accident (if its not included in the aviation insurance policy) and casualty, Insurers must be made aware of the date of transfer of assets on renewal declarations.
- 4.2 The Lead Local Policing Body will reimburse the aviation premiums following asset transfer on a pro rata basis as well as any aircraft hull profit commission at year end.
- 4.3 Insurance premiums recharged to the Lead Local Policing Body will be met by the budget for Air Support Unit running costs such as motor, buildings and property Insurance. Each Police Body is responsible for self insured claims costs below the deductible.
- 4.4 The Lead Local Policing Body will facilitate claim audits requested by Insurers and provide the claims data.

5. CLAIMS REPORTS

- 5.1 Lead Local Policing Body claims reports for those areas for which it has responsibility to insure will be produced by the Lead Local Policing Body.
- 5.2 The content structure, layout and frequency of the management information reports will be agreed between the Lead Local Policing Body's Legal Services and Head of Insurance.

SCHEDULE 11

ESTATES PRINCIPLES

1. DEFINITIONS

- 1.1 Regular Building Running Costs – This comprises cleaning, utilities consumption, reactive and planned maintenance items up to an individual cost of £1,000 per job, buildings insurance, service charge (where relevant) and business rates.
- 1.2 Planned Maintenance Schedule – A rolling 3 year programme for maintenance works where cost is will exceed £1,000, including non regular items.

2. PRINCIPLES

- 2.1 Freehold Airbase Properties will remain within the ownership of the relevant Police Body who will be responsible for providing utilities, cleaning, maintenance, adequate buildings insurance cover and paying business rates. The Police Body will also be responsible for ensuring the property is maintained in good order including being wind and watertight and in compliance with all relevant Health and Safety legislation.
- 2.2 Leasehold Airbase Properties will remain within the ownership of the relevant Police Body who will be responsible for providing utilities, cleaning, maintenance, adequate building insurance cover and paying business rates and service charge. The Police Body will also be responsible for ensuring the property is maintained in good order including being wind and watertight and in compliance with all relevant Health and Safety legislation.
- 2.3 A Licence to Occupy to document the Lead Local Policing Body's use of each property will be put in place between the Lead Local Policing Body and the relevant Police Body that owns the Freehold or Leasehold Airbase Property, a copy of which is attached in **Schedule 3** of this Agreement. Each Police Body who owns a Leasehold Airbase Property is responsible for obtaining landlord's consent to the Licence to Occupy where necessary.
- 2.4 The Lead Local Policing Body will reimburse the Police Bodies all reasonable Regular Building Running Costs based on the following provisos;
 - 2.4.1 Each Police Body will use reasonable endeavours to provide value for money (for the purposes of clarity a Police Body encompassing a base within their procured suppliers agreements for maintenance, cleaning and utilities will qualify as value for money).

- 2.4.2 Each Police Body will provide an annual running cost estimate to the Lead Local Policing Body 6 months in advance of each Financial Year for agreement no later than 3 months before.
- 2.4.3 Where an Airbase is part of a larger Police Body property that has combined running costs a fair and reasonable apportionment of costs will be recharged to the Lead Local Policing Body and this will be agreed between the Police Body and Lead Local Policing Body at least 3 months before the start of each Financial Year.
- 2.4.4 A Police Body can only recharge costs incurred and not forecast costs. Incurred costs are to be recharged on a monthly basis.
- 2.4.5 A Police Body cannot exceed in recharges the agreed Financial Year forecast without the prior agreement of the NPAS Strategic Board. The Financial Year forecast should allow for reasonable in year inflation/cost increase allowances. The Police Body will use best endeavours to cooperate with the Lead Local Policing Body's end of Financial Year accounting requirements.
- 2.4.6 The Police Body will be entitled to charge the Lead Local Policing Body a Management Fee as agreed from time to time by the NPAS Strategic Board.
- 2.4.7 For Freehold Properties and those with Leases existing as at 1st October 2012 the Lead Local Policing Body will be entitled to give 12 months notice to the Police Body should they no longer require a property, at which time all recharging liabilities to the Lead Local Policing Body will cease.
- 2.4.8 For Properties taken under renewal leases after the 1st October 2012 the relevant Police Body will continue to be the tenant for these leases but terms will be renegotiated in consultation with the Lead Local Policing Body and the Lead Local Policing Body will be required to reimburse all reasonable running costs until the lease is terminated. In circumstances where the Lead Local Policing Body no longer require such properties the Police Body will be required to minimise running costs by mothballing the building, actively market the residue leasehold Interest for disposal and terminate the lease at the first available opportunity. If a Police Body requires the property for their own purposes any recharging liability of the Lead Local Policing Body will cease.
- 2.4.9 Leases for new Air Support Bases will, where possible, be with the Police Body in whose geographical area the airbase is situated and the principles of this schedule will apply as if the Police Body already owned that Property at the date of this Agreement. Where this is not possible

and with the agreement of the NPAS Strategic Board, the lease will be with the Lead Local Policing Body but the local Police Body will be required either to execute a full property management and maintenance service in accordance with all statutory requirements and ensure the property remains in good order and useable at all times on behalf of the Lead Local Policing Body for a reasonable management fee as above or oversee any independent contractor who is appointed for these purposes.

- 2.4.10 If a Local Policing Body leases a relevant Air Support Base and there is a break clause in that lease during the term of this Agreement, the Lead Local Policing Body shall be entitled to require that the relevant Police Body terminates the lease and re-negotiates its terms in consultation with the Lead Local Policing Body.
- 2.5 Police Bodies shall be responsible for the Properties they own whether on a freehold or leasehold basis for obtaining landlord's consents where necessary and for any stamping and registration requirements, the cost of which can be recharged to the Lead Local Policing Body.
- 2.6 Day to day reactive and pre-planned maintenance works up to a maximum of £1,000 per job are to be allowed for in the Regular Building Running Costs and allowance should be included in Financial Year Forecasts. Any other maintenance works should not be carried out without the prior approval of the Lead Local Policing Body except in an emergency where at the reasonable discretion of the Police Body immediate attention is required to address an issue which if delayed is likely to cause unnecessary deterioration of the building fabric, make the property unusable or carries an unacceptable Health and Safety risk.
- 2.7 The Police Body is expected to maintain a rolling 3 year Planned Maintenance Schedule for larger and non regular items and be able to supply a copy to the Lead Local Policing Body on request. Prior to implementing these works if reimbursement is expected from Police Body then prior approval must be received from the Lead Local Policing Body and wherever possible notice given at least 3 months before the commencement of the Financial Year the works will be carried out in. It is not expected the Lead Local Policing Body will pay for any works addressing existing disrepairs at the time a Licence was first taken on the property in accordance with the schedule of condition attached to the Licence or that are considered uneconomic when considering the future of the property.
- 2.8 At lease expiry the Lead Local Policing Body will contribute to any dilapidations settlement as considered fair in relation to the schedule of condition and provided this has previously been included in the Planned Maintenance Schedule.

- 2.9 Any building works to any of the Airbase Properties in existence at the time of this Agreement will be procured and overseen by the Police Body which owns the asset. Building works to new Airbase Properties will be done in consultation with the Lead Local Policing Body and will be procured either by the Police Body in whose geographical area the airbase is based or by the Lead Local Policing Body with in each case the works overseen by the relevant Police Body. Prior to contracting any works approval by the NPAS Strategic Board to key briefs, specifications, plans and financial contributions will be required. The Police Body will be entitled to charge a reasonable management fee as may be agreed with the NPAS Strategic Board for overseeing such works.
- 2.10 In budget forecasting, recharging and in dealing with non-regular costs both the Lead Local Policing Body and Police Body are expected to act in a fair and transparent manner. In the situation where agreement can't be reached matters will be referred to the NPAS Strategic Board for a decision and the Board's decision will be binding on both parties.

