



**Agenda
for the Meeting
of the
Management Committee**

Monday, 14th July, 2025

At

6.30 pm

RBFRS Headquarters
Lynda Kenyon Suite
Newsham Court
Pincents Kiln
Calcot
Reading
Berkshire
RG31 7SD

For further information regarding this meeting, please contact:

Committee Team

0118 938 4611

E-Mail at committeeteam@rbfrs.co.uk

Headquarters, Newsham Court, Pincents Kiln, Calcot, Reading, Berkshire RG31 7SD



MEETING: Management Committee Meeting

DATE AND TIME: Monday, 14th July, 2025 at 6.30 pm

VENUE: Lynda Kenyon Suite
RBFRS Headquarters
Newsham Court
Pincents Kiln
Calcot
Reading, Berkshire RG31 7SD

S U M M O N S

You are hereby summoned to attend the meeting of the Royal Berkshire Fire Authority at the time, date and venue indicated above, when it is proposed to deal with the business set out in the enclosed Agenda.

A handwritten signature in black ink, appearing to read 'Graham Britten'.

GRAHAM BRITTEN
Monitoring Officer

To: Members of the Management Committee:

Councillor Peter Frewer	Councillor Jeff Brooks
Councillor George Blundell	Councillor Paul Gittings
Councillor Wendy Griffith	Councillor Rachelle Shepherd-DuBey
Councillor Tina McKenzie-Boyle	Councillor Simon Werner
Councillor Helen Taylor	Councillor Dave McElroy
Councillor Wayne Smith	

Copy to: Senior Leadership Team (SLT), Royal Berkshire Fire and Rescue Service

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AGENDA

- 1. Election of Chair for Municipal Year 2025/26**
- 2. Appointment of Vice-Chair for Municipal Year 2025/26**
- 3. Representative Bodies**

Purpose:

The Chair may, at his discretion, invite the Representative Bodies present to address the Management Committee once on any Part I item, on the prerequisite that the Representative Bodies advise the Chair at the commencement of the meeting of those Agenda items they wish to speak to.

- 4. Apologies for Absence**
- 5. Declarations of Interest**

Purpose:

To receive Declarations of Interest from Members relating to items to be considered at the meeting, in accordance with the provisions of the Fire Authority's Local Code of Conduct, and any from Officers.

- 6. Minutes of the meeting held on 7 April 2025 (Pages 7 - 16)**

Purpose:

That the Minutes of the meeting and any recorded actions held on 7 April 2025, be confirmed as a correct record and signed by the Chair.

- 7. Receipt of Announcements**

Recommendation:

To receive announcements from the Chair and / or Chief Fire Officer.

8. Issues arising from the Audit and Governance Committee

Recommendation:

That it be noted that no reports have been referred by the Audit and Governance Committee.

9. Sustainability Roadmap Update - Presentation

Purpose:

To note the presentation on Sustainability Roadmap.

10. Estates Minor New Works Capital Spend Approval (Pages 17 - 24)

To approve the release of funds from the Strategic Asset Management Investment Fund (SAIF) to meet all costs for estate related Minor New Works Capital Projects.

11. Light Fleet Replacement Capital Spend Approval 2025/26 (Pages 25 - 30)

Purpose:

To approve the capital expenditure for the light fleet assets as identified in Appendix A.

12. Joint Working Agreement (JWA) for Fleet Maintenance Partnership with Hampshire & Isle of Wight Fire and Rescue Authority (Pages 31 - 116)

Purpose:

To agree the renewal of the Fleet Maintenance Partnership Joint Working Agreement with Hampshire & Isle of Wight Fire and Rescue Authority for the joint provision of fleet maintenance and management services for a period of five years, and note the financial benefits since the original agreement was entered into in 2014.

13. 2024/25 Budget Monitoring - Quarter 4 (Pages 117 - 136)

Purpose:

To note the report and agree the reserves position as set out in Appendix E.

14. Quarter Four Appliance Availability To Meet Corporate measures 14, 15 and 16 (Pages 137 - 144)

Purpose:

To note Quarter Four Appliance Availability of the Service's 14 whole time appliances, On-call appliances and the performance of shifts where 14 or more pumping appliances were available.

15. Forward Plan (Pages 145 - 146)

Recommendation:

To note the Forward Plan.

16. Date of next meeting

Tuesday 7 October 2025, 6.30pm at RBFRS Headquarters, Newsham Court, Pincents Kiln, Calcot, Reading RG31 7SD.

17. Exclusion of the Public (Pages 147 - 148)

Recommendation:

To Resolve that under Section 100(A)(4) of the Local Government Act 1972 (as amended), the public be excluded from the meeting for the following Agenda Items on the grounds that they involve the likely disclosure of exempt information, as defined in the Paragraphs 3 and 4 of Part I of Schedule 12A of the said Act indicated and is exempt information if, and so long as, in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

Categories of 'Exempt Information' under Schedule 12A of the Local Government Act 1972.

18. Part II Minutes if the meeting held on 7 April 2025 (Pages 149 - 152)

Purpose:

That the Part II Minutes of the meeting and any recorded actions held on 7 April 2025 be confirmed as a correct record and signed by the Chair.

19. CRMP Programme - Presentation and Verbal Update

Purpose:

To note the changes in CRMP governance, and to receive an update on CRMP priorities.

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MINUTES OF THE MEETING OF THE MANAGEMENT COMMITTEE



Held on Monday, 7th April, 2025 at 6.30 pm

RBFRS Headquarters, Pincents Kiln, Newsham Court, Calcot, Reading RG31 7SD

- Members:** (*present)
- * Councillor Jeff Brooks
 - * Councillor George Blundell
 - * Councillor Tina McKenzie-Boyle
 - * Councillor Peter Frewer
 - * Councillor Rachelle Shepherd-DuBey
 - * Councillor Wendy Griffith
 - * Councillor Dave McElroy
 - * Councillor Simon Werner
 - * Councillor Wayne Smith
 - * Councillor Helen Taylor
 - * Councillor Paul Gittings

- In Attendance:**
- Wayne Bowcock (Chief Fire Officer, CFO)
 - Mark Arkwell (Deputy Chief Fire Officer, DCFO)
 - Tom Brandon (Area Manager Response and Resilience, AM R&R)
 - Paul Brooks (Head of Assets, HoA)
 - Becci Jefferies (Head of Human Resources and Learning and Development, HHR&L&D)
 - Graham Britten (Monitoring Officer, MO)
 - Conor Byrne (Head of Finance and Procurement, HF&P)
 - Michaela Smith (Democratic Support Assistant, DSA)
 - Tim Readings (Group Manager, Intelligence Risk and Performance Manager)
 - Annie Pratt (Head of Corporate Services, HCS)

Action

70. REPRESENTATIVE BODIES

There were no questions received from Representative Bodies on any of the agenda items.

71. APOLOGIES FOR ABSENCE

Apologies were received from Councillor George Blundell and Councillor Wendy Griffith.

72. DECLARATIONS OF INTEREST

There were no Declarations of Interest from Members in accordance with the provisions of the Fire Authority’s Local Code of Conduct. There were no Declarations of Interest received from Officers.

73. MINUTES OF THE MEETING HELD ON 10 FEBRUARY 2025

Tom Brandon (Area Manager Response and Resilience, AM R&R) confirmed the action to provide further information on Response Standard measure had been completed. He explained an email was sent to Management Committee on 1 April 2025 providing links to the public consultation and Fire Authority meeting where the decision was made on Response Standard targets. He added that the current Response Standard went out to public consultation and was approved by the Fire Authority in April 2016.

The Chair informed Councillor McElroy to notify Officers if he required further information prior to the next meeting.

RESOLVED that the Minutes of the meeting on 10 February 2025 be approved as a true record to be signed by the Chair.

74. RECEIPT OF ANNOUNCEMENTS

The Chair made the following announcements.

Governance Update

The Government recently published a White Paper on English Devolution, which aims to provide greater freedoms and flexibilities at a local level.

The Government has announced that it will facilitate a programme of local government reorganisation for two-tier areas and for those unitary councils where there is evidence of failure or where their size or boundaries may be hindering their ability to deliver sustainable and high-quality services for their residents.

These plans are still in their early stages, but the Service wanted to provide reassurance that while devolution plans may affect unitary authorities within Berkshire, the Service is not aware of any planned changes to the way that Royal Berkshire Fire and Rescue Service (RBFRS) operates at this time.

RBFRS are having conversations through the Local Government Association about what this may mean for the fire and rescue sector and will provide further updates in due course.

Councillor Werner stated if councils merged it would mean that Royal Berkshire Fire Authority (RBFA) would not be coterminous as the proposed new Ridgeway Authority would be in both Berkshire and Oxfordshire. He asked would this be an issue.

Wayne Bowcock (Chief Fire Officer, CFO) confirmed currently there were Fire Services that are not coterminous and added that fire and rescue service boundaries would either need to be considered or fire and rescue services

would need to be part of a different approach.

In response to Councillor Werner’s question about the leadership of the Authority following a merge, Wayne Bowcock (CFO) confirmed that no conversations about this had taken place.

Councillor Werner asked if concerns could be put in writing to the Government relating to Swindon joining with Oxfordshire and Berkshire, as he felt this would not work at a Fire Authority level.

The Chair and Wayne Bowcock (CFO) agreed to write to Central government. The Chair stated the letter would be reviewed by Management Committee and the Monitoring Officer prior to sending.

CFO /
Chair

Fire and Rescue Services Move to MHCLG

From 1 April 2025, responsibility for the fire and rescue sector was transferred from the Home Office to the Ministry of Housing, Communities and Local Government (MHCLG).

This change was [announced by the Government](#) in response to one of the recommendations from the Grenfell Phase 2 Inquiry report.

This change will bring responsibility for building safety and fire under a single Secretary of State. The Home Office will retain management of the Airwave Service Contract on behalf of the Ministry of Housing, Communities and Local Government and will remain responsible for the Emergency Services Mobile Communications Programme and His Majesty’s Inspectorate of Constabulary and Fire & Rescue Services (HMICFRS).

Arrival of New Fire Appliances

At the last Fire Authority Meeting, the Chair gave members an update on the newest fire appliance set to join the Service imminently. The Chair offered a further brief update on the progress of the newest vehicles.

In March, a team of four representatives from RBFRS and Hampshire and Isle of Wight Fire and Rescue Service visited Emergency One in Scotland to undertake the final sign-off the three newest Volvo fire appliances.

After two days of multi-point checks on the appliances, all three appliances have now been signed off and have travelled to Hampshire’s Fleet Maintenance Centre for some final work before landing in Berkshire this month.

Once they arrive, there will be a round of final checks before they are delivered to Newbury and Theale fire stations for operational use. These newest appliances represent a substantial investment into the RBFRS fleet from the Fire Authority. The Chair was delighted that they will soon be deployed to protect communities across Berkshire.

Whitley Wood Training Learning & Development Centre Update

The first phase of works at the new Learning and Development Centre at Whitley Wood was almost complete and RBFRS staff will move into the building on Friday, 11 April.

The new building will provide the Learning and Development Team with a functional, fit for purpose facility.

The Driver Training Centre Team will also be moving to the new facility in early May and will have a permanent home at the new Training Centre.

Phase Two of the works will commence on Tuesday, 15 April, with an asbestos survey at the green portacabin next to Whitley Wood Fire Station.

The project is planned to be complete by early July, in time for the Opening Ceremony that will be held on Friday, 25 July. The Chair said he hoped to see Members there to mark the end of this landmark project for Royal Berkshire Fire and Rescue Service.

Charity Car Washes

Throughout March, several RBFRS stations supported a national fundraising campaign launched by The Fire Fighters Charity to raise money through car washes.

Between Sunday, 16 March and Saturday, 29 March, firefighters at Wokingham, Crowthorne, Bracknell and Newbury fire stations all held car washes to support the campaign.

They were helped by volunteers, fire cadets and, in the case of Wokingham's car wash, firefighters from Slough Fire Station.

Whilst the exact figure raised was not known yet the Service helped raise over £5,000 for The Fire Fighters Charity in March.

The Chair asked Members to join him in congratulating everyone involved in raising this fantastic sum for a great cause.

Multi Agency Exercise in Reading

On Monday, 31 March, crews from across the Service were joined by their blue light partners for a high-rise training exercise at the University of Reading.

During the exercise, crews rescued several 'casualties' from the building whilst working to extinguish the 'fire' which spread across two storeys.

They were joined at the scene by crews from Oxfordshire and Buckinghamshire fire and rescue services, Berkshire Lowland Search and Rescue, Thames Valley Police, South Central Ambulance Service and Ambulnz, a private ambulance

company.

On behalf of the Authority, the Chair thanked everyone involved with organising and carrying out this useful training exercise. The Chair also gave thanks to the Casualties Union, Explorer Scouts and volunteers from across the Service, who acted as 'casualties' during the exercise. Finally, the Chair also gave thanks to the University of Reading for allowing the Service to train on their campus.

75. ISSUES ARISING FROM THE AUDIT AND GOVERNANCE COMMITTEE

There were no issues from Audit and Governance Committee.

76. RECOMMENDATION OF COMMITTEES

No recommendations from Committees were received.

77. CHALLENGE AND SUPPORT PANEL AND HIS MAJESTY'S INSPECTION OF CONSTABULARY AND FIRE AND RESCUE SERVICES (HMICFRS) INSPECTION REPORT VERBAL UPDATE

Wayne Bowcock (Chief Fire Officer, CFO) gave Members a verbal update on the Challenge and Support Panel and His Majesty's Inspection of Constabulary and Fire and Rescue Services (HMICFRS) Inspection Report.

Following Nazir Afsal's culture report on the London Fire Brigade, the National Fire Chiefs Council (NFCC) developed a culture action plan and held a culture conference along with several independent service reviews. Their plan contained several key recommendations and following this RBFRS developed a culture plan to aid with building a strong supportive culture within the service.

The last Chair of the NFCC Commissioned an independent Challenge and Support Panel to monitor progress against the action plan. The panel sat for 18 months and visited several fire and rescue services. Their findings were contained in a report which detailed nine calls to action within the Service, and these were used to design the second culture plan within the sector.

Every time an independent review is carried out a gap analysis is conducted by the HR team within RBFRS led by Becci Jefferies (Head of Human Resources and Learning Development, HHR&L&D). The analysis showed where the Service sat culturally and addressed actions in keeping up with changes in the sector.

The Service will continue to address the Culture Plan, continue to target poor behaviour and poor performance but will also celebrate the great work that the service does.

Moving on to the HMICFRS Inspection Report, Wayne Bowcock confirmed that the Service will be receiving report findings on the 17 April 2025 and details would be released into the public domain on 23 April 2025.

Councillor McKenzie-Boyle queried whether all the good work the Service had achieved and was doing in relation to the Challenge and Support Panel and EDI objectives would be picked up in the inspection report. The Chair stated HMICFRS were likely to acknowledge the Service's journey on these objectives.

The Chair asked whether Management Committee would receive further updates from the Challenge and Support Panel. Wayne Bowcock confirmed details would be reported back within Cultural Plan updates.

78. PRIORITY 3 - ENHANCING OUR RESPONSE PRESENTATION - VERBAL UPDATE

The verbal update on Priority 3 - Enhancing our Response was presented by Mark Arkwell (Deputy Chief Fire Officer, DCFO).

A team of two dedicated officers began working on the project in January 2025 and their work was supported through the Transformation Fund.

The HMICFRS Report 2021/22 identified the need for RBFRS to monitor its Response Standards and appliance availability which led to the creation of Priority 3 (P3) within the CRMP – the development of RBFRS response model to ensure the Service is providing an effective response to incidents within Berkshire ensuring sustainability and value for money.

Currently there are a number of factors which prohibit RBFRS from having a full crew on hand at all times. These factors included vacancies, absence and leave, training and sickness amongst others.

In response to the Chair seeking clarification on the presentation slide, Mark Arkwell stated the slide in question was to illustrate the Service's investment in ten additional firefighters.

The project team set-up a five-stage approach which were *Stabilise, Identify, Develop, Deliver and Evaluate*. The first phase (Stabilise) seeks to improve performance against the current model. The second phase (Identify) is focused on three components of the response model – Fire Engines and Crew, Incident Command and Specialist Capabilities. Other service areas had been considered including Prevention, Protection and Resilience as any change may impact these areas. The third, fourth and fifth stage of the approach will not be started until the commissioning gateway date of 11 June 2025 had passed.

Mark Arkwell reported the Service wished to be open and transparent with this project and stated there are several opportunities for RBFRS staff and Members to get involved in this work. The Fire Brigade Union provided regular updates online and weekly drop-in sessions about the project progress. A request for

volunteers to join the newly formed Member/Officer Working Party was made, with these meetings due to be held every quarter.

Closing the presentation Mark Arkwell confirmed the first meeting of the Member/Officer Working Party would be planned following the initial gateway date of 11 June 2025. This would be followed by a report to the Management Committee on 14 July 2025 detailing the findings of the first two phases.

Following a further question from the Chair, Mark Arkwell stated he hoped changes would bring greater availability of appliances and consistent results.

In response to a question from Councillor McKenzie-Boyle, Mark Arkwell confirmed as part of this project, risks would be identified, and mitigations will be put in place once any potential amendments had been made to the operating model. Appropriate measures would be put in place to ensure effective operation.

For a copy of the presentation please contact committeeteam@rbfrs.co.uk

79. PRODUCTIVITY AND EFFICIENCY PLAN - PRODUCTIVITY PROGRAMME UPDATE

The Productivity and Efficiency Plan update was presented by Ellie Wilde (Technical Program Manager, TPM) with the aim to provide an update on targeted benefits associated with the plan along with an update on the productivity programme and Transformation Fund.

Paragraph 3.7 of the report confirmed that all £900K of the Transformation Fund had been assigned to a specific role.

Since the last update in November 2024, many of the projects within the programme have progressed. Focus was on nine projects including the replacement of the finance system, Power BI pilot, Staff Development System and Personal Record File (PRF) digitalisation. She added AI is a key requirement as the Service procures new technology solutions. The productivity programme benefits identified had increased from 30 to 65, 25 benefits had been realised and 40 targeted as change is implemented. Targeted time savings have been monetised based on the cost of an average Grade 5 green book employee, at £53k per annum including on-costs.

To date, RBFRS have delivered savings that equate to £78K and an additional £219K of savings from targeted benefits, these total a potential saving of £297K per annum. This means the £900K outlay from the Transformation Fund would generate pay-back in three years.

Ellie Wilde ran through case studies to show where savings had and will be made. Within the Microsoft 365 suite of products the plan had delivered changes to the Accident and Near Misses process. The automated process was live, saving an estimated 120 hours per annum (one hour per form received).

System Consolidation within the Microsoft 365 suite (decommissioning systems with similar functions to control cost) had delivered a saving of £20K per annum, releasing funds to be invested in the Power Bi pilot project.

The use of Copilot for meeting preparation and outputs aids Business Support and speeds the entire meeting processing reducing the admin time from 90 to 45 minutes.

The final case study concerned Staff Development System (SDS) benefits which aimed to provide time savings of 1,961 hours per annum and increase competency from 80% to 95%.

Further updates include the SDS contract awarded to SQEPTech using the Cloud 14 framework and work had commenced on the Prevention & Protection Project and the Personal record File (PRF) Digitalisation Project.

To conclude Ellie Wilde stated work would continue to push the Benefit tracking Process and target and plug any known gaps within, embed the Benefit Management process, explore the use of Artificial Intelligence (AI) within projects and provide half yearly updates to the Fire Authority.

In answer to Councillor McKenzie-Boyles question about other possible projects, Ellie Wilde confirmed that the list would be subject to change based on priorities at the time and any new projects would be scored to ascertain importance to the Service and to determine what would be worked on next.

The Vice-Chair thanked Ellie Wilde for her work, for monetizing the benefits and asked a question about the Prevention and Protection project. Ellie explained the process needs to be robust, what data is maintained, and what the system needs to report on. The current system was developed in-house meaning there is a corporate risk if individuals leave the service and this needs to be resolved.

The Chair also thanked Ellie Wilde and said he believed returns would be in excess of the £297K quoted and looked forward to the future updates on the projects.

It was **RESOLVED** that the Productivity and Efficiency Plan - Productivity Programme Update and the use of the Transformation Fund, to support the delivery of the Productivity Programme be noted.

80. FORWARD PLAN

RESOLVED that the Forward Plan be noted.

81. DATE OF NEXT MEETING

The following date is to be confirmed at the Fire Authority meeting 17 April 2025:

Action

Monday 14 July 2025, 6.30pm at RBFRS Headquarters, Newsham Court,
Pincents Kiln, Calcot, Reading RG31 7SD.

(The meeting closed at 7.58pm)

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ROYAL BERKSHIRE FIRE AUTHORITY REPORT



COMMITTEE	MANAGEMENT COMMITTEE
DATE OF MEETING	14 JULY 2025
SUBJECT	ESTATES MINOR NEW WORKS CAPITAL SPEND APPROVAL
LEAD OFFICER	PAUL BROOKS, HEAD OF ASSETS
LEAD MEMBER	COUNCILLOR RACHELLE SHEPHERD-DUBEY
EXEMPT INFORMATION	NONE
ACTION	FOR DECISION

1. EXECUTIVE SUMMARY

- 1.1. Minor capital projects on the estate are identified within the Fire Authority’s 10-year Strategic Asset Investment Framework (SAIF) to cover essential lifecycle works and/or minor new works upgrades or improvements. For 2025, two sites have been identified for projects covering security and resilience focussed improvements which aligns with the Estate Strategy.
- 1.2. This paper seeks approval to commit to minor capital projects identified within the SAIF and to provide an update on the progress of the projects approved in 2024. The SAIF 2025 has provision for an investment of £257,000 for financial year 2025/26 which is sufficient to cover the proposed programme of works, including adequate contingency provision.
- 1.3. The total budget for the combined projects of £190,000 is within the provision in the SAIF meaning the full cost of the project can be funded from internal resources that have been set aside to fund these types of minor capital projects. The projects represent good value for money, delivering safer, improved working environments for staff and investing in estate infrastructure.

2. RECOMMENDATION

That Management Committee:

- 2.1 **APPROVE** the release of £190,000 from the SAIF to meet all costs for estate related Minor New Works Capital Projects, as defined in paragraph 3.4, to cover professional consultancy services, design, planning, contractor costs and construction costs along with ancillary works and other fees.

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- 2.2 **NOTE** that the EDI works approved in 2024 for Windsor and Wokingham are underway and will be funded from the previously released budget.

3. **REPORT**

Background

- 3.1 Capital and minor new works projects are identified within the Fire Authority's 10-year SAIF as a critical and prudent aspect of estate management to cover essential lifecycle works and / or priority minor new works upgrades.
- 3.2 Projects have been identified as the focus for this activity during FY 2025/26 as below. Notably, Newsham Court features this year; whilst the building appears modern, its mechanical and electrical plant and infrastructure is at or very near lifecycle point with a corresponding increased risk of failure and critical impact on HQ, TVFCS and other building users. Risks have matured in the past resulting in many staff not being able to work from Newsham Court for several days, impacting negatively on user experience, wellbeing and productivity.
- Wokingham Fire Station – Installation of a security fence and automated gate.
 - Newsham Court – Replacement of the building management system (BMS).
 - Newsham Court – Provision of an incoming mains power air circuit breaker (ACB).
 - Newsham Court – Refurbishment of air handling chillers.
 - Newsham Court – Installation of a water softener.

Minor new works capital projects 2024/25 update

- 3.3 The Fire Authority Member's Estate Development and Sustainability Working Group has been updated and kept informed throughout the year on the progress of the projects approved in July 2024. Progress is as follows:
- 3.3.1 **Lambourn and Mortimer Fire Stations life fire safety system upgrades.** All works were completed within allocated budgets and satisfactorily completed in February 2025. The new systems have significantly improved fire safety at the sites.
- 3.3.2 **Windsor Fire Station EDI improvements.** Due to unforeseen factors, there have been setbacks at Windsor and progress has been less than ideal. It was known that the size and configuration of Windsor station presented significant challenges in meeting the minimum EDI. Noting this, a pre-tender estimate had been worked up, but the market responded with prices significantly above the estimate resulting in a failed process. Further, the need for sexual harassment risk assessments under the Worker Protection (Amendment of Equality Act 2010) 2023 and recent Supreme Court ruling on gender have added a fresh prism to view and reset our requirements. As a result, a revised scope of works is currently in development, focussing on essential, cost-effective and innovative improvements. This revised approach aims to deliver meaningful EDI improvements within the available and agreed budget, while maintaining alignment with the Authority's strategic objectives. The project estimated start date is June 2025 for completion by March 2026.
- 3.3.3 **Wokingham Fire Station EDI improvements.** Whilst the procurement process provided affordable solutions, the proposed enhancements were deemed poor

value for money in the long term. As per Windsor, there is also now an opportunity to consider the sexual harassment and Supreme Court judgement impact on the requirement. Notwithstanding this, interim measures are being implemented to ensure we meet our current minimum EDI standards.

Scope of improvements

3.4 The scope of works at each site is as follows:

- 3.4.1 **Wokingham Fire Station security fence.** Currently, there is no fence at the rear of Wokingham FS which leaves it open to uncontrolled access by the public and it has been identified as a security risk in the recent professional site survey. Despite there being signage in place, RBFRS users of the site have identified that non-RBFRS personnel are routinely using the area for car parking and there has been one recent incidence of fly tipping. More widely in fire and rescue services across the UK, there is also a rising trend of operational equipment thefts, some quite significant, impacting on operational capability. The proposed works include installation of a fence with an automated vehicle gate to improve the site security and safeguarding of personnel and assets.
- 3.4.2 **Newsham Court Building Management System (BMS).** The current BMS is no longer supported and is currently being run at risk with cooperation from the service supplier. This situation is not sustainable. The BMS is crucial for controlling and managing workplace conditions to ensure our staff have appropriate conditions for wellbeing and productivity. BMS can also support our sustainability programme by more efficient use of plant and equipment. The works required includes replacing the old BMS system with the latest hardware and software upgrades which, importantly, will be extendable to cover all RBFRS sites with a view to increasing resilience and reducing costly call out charges.
- 3.4.3 **Newsham Court Air circuit breakers (ACB).** There are three ACBs at Newsham Court which are a critical part of the electrical power supply and distribution system that could become single points of failure. The current ACBs are almost 10 years old and at the point of prudent lifecycle replacement but, as mains power isolation to the site is required for the work, they have not been maintained since their installation. After such a lengthy period of inactivity, an ACB can fail once activated with the only remedial measure being to replace the entire unit. ACBs are not stock items routinely held as spares by RBFRS, or its service provider and they are long lead items to procure. There is an unprecedented opportunity to maintain the ACBs (and replace if required) during the planned Newsham Court shutdown under Operation EREBUS on 06 October 2025. Any new ACB not being used during that process will be stored as a long lead time critical spare.
- 3.4.4 **Newsham Court – Chillers.** Historically, there has been numerous issues with maintaining workplace environmental conditions in Newsham Court during the warmer months. Recent planned preventative maintenance works to the chillers, recommended that some of the parts of system be replaced to reduce the risk of failure and to make them BMS compatible. The work includes replacing condensing coils and compressors, which will reduce the risk of failure and make them more efficient. Due to operational needs, it is planned to carry out this work during the winter period, currently scheduled February/March 2026.

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- 3.4.5 **Newsham Court – Water softener installation.** The mains water at Newsham court is hard in nature causing scaling in systems and at point of use. Softening the water will reduce the need for de-scaling and extend the lifecycle of systems using mains supplied water. The proposed work includes installing a commercial water softener system and controls connected to the existing water distribution network.
- 3.5 Subject to funding being released, the Estates team will expedite design and planning to ensure completion of all works by March 2026. Where applicable, the final designs will be aligned to the Authority’s four estates development priority objectives as described in the SAIF, which are:
- 3.5.1 **Improving equality, diversity and inclusion.** Creating facilities that support, encourage, and promote a more diverse workforce now and into the future.
- 3.5.2 **Improving contamination control.** Addressing the growing risk of contaminants by providing better facilities for decontamination and contamination control.
- 3.5.3 **Sustainability.** Making the estate more environmentally friendly by carrying out upgrades and initiatives to reduce our carbon output and realise potential revenue savings by doing so.
- 3.5.4 **Improving building infrastructure.** Investing in the infrastructure of the buildings to ensure longevity of our current estate and to provide fit-for-purpose workplaces for our staff.

Procurement and anticipated costs

- 3.6 The SAIF originally made provision for an anticipated investment of £257,000 for minor new works in the 2025/26 financial year.
- 3.7 The anticipated project costs are further clarified in **Table 1**.

Project Title	Estimate cost (£)	Contingency (£) @15%	Total (£)
Wokingham security fence and automated gates	50,000	7,500	57,500
Newsham Court BMS	30,000	4,500	34,500
Newsham Court ACB replacement	30,000	4,500	34,500
Newsham Court chillers	35,000	5,250	40,250
Newsham Court water softener installation	22,500	Included	22,500
Total	167,500	21,750	£189,250 Rounded to £190,000

Table 1 – Anticipated project costs

- 3.8 All works will be procured in accordance with the Authority’s contract rules and with support from the Procurement department.

Project timelines

3.9 Subject to Authority approval, it is anticipated that all projects will be completed by 31 March 2026, with key milestones in **Table 2**.

Project	Estimated start date	Estimated completion date
Wokingham Fire Station security fence	Jan 26	Mar 26
Newsham Court BMS	Feb 26	Mar 26
Newsham Court ACBs	Jul 25	Oct 25
Newsham Court chillers	Feb 26	Mar 26
HQ Building Water Softener Installation	Oct 25	Dec 25

Table 2 – Anticipated project milestones.

4. CONTRIBUTION TO STRATEGIC COMMITMENTS

- 4.1 **Commitment 3: Response.** We will ensure that our people are trained, and resources are located to provide the most effective response and to have a positive impact on incidents in our communities.
- 4.2 **Commitment 5: Sustainability.** We are committed to ensuring that we provide a financially sustainable Service and take meaningful action to help address the climate emergency.
- 4.3 **Commitment 6: People.** We will support our staff by providing a safe and inclusive environment for them to thrive in, building a diverse organisation that is engaged with, and accessible to, our communities.

5. FINANCIAL IMPLICATIONS

- 5.1 The total budget for the combined projects is £190,000 based on the anticipated market response and is well within the provision in the SAIF for year 2025/26 forecast.
- 5.2 The full cost of the project can be funded from internal resources that have been set aside to fund capital projects. The Authority will therefore not need to increase its debt levels or call on reserves to fund this project.
- 5.3 The projects represent good value for money, delivering both a better working environment for current staff as well as investing in estate infrastructure.

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6. LEGAL IMPLICATIONS

- 6.1 There are no known related legal implications with the proposed works, but appropriate legal advice will be sought on procurement, planning and construction aspects if required.
- 6.2 As indicated earlier in this report, the works in progress from last year at Windsor and Wokingham will address the implications of the Worker Protection (Amendment of Equality Act 2010) 2023 and recent Supreme Court ruling on gender recognition.

7. EQUALITY AND DIVERSITY IMPLICATIONS

- 7.1 One of the key project outcomes for the Windsor and Wokingham legacy projects is to improve the equality of facilities for current and future staff groups making a positive and enduring impact at that site. Equality impact assessments will be produced as part of the respective project processes.

8. RISK IMPLICATIONS

- 8.1 Time and costs are always risks with any project along with potential workplace disruption during the delivery phase. The cost-based risk has been minimised by obtaining up to date market prices. Additionally, a provision of 15% contingency is included in all planned works to offset any increase in the market prices for materials, labour, and minor changes. The projects will be planned for delivery to minimise disruption to workplaces within the anticipated timeline.

9. SUSTAINABILITY IMPLICATIONS

- 9.1 Environmental sustainability considerations are built into every capital project and the revenue implications of those projects is factored into the Medium-Term Financial Plan.

10. CONSISTENCY WITH DUTY TO COLLABORATE

- 10.1 Not applicable.

11. PRINCIPAL CONSULTATION

- 11.1 The Deputy Chief Fire Officer and Head of Finance and Procurement were consulted during the preparation of this report.
- 11.2 The Monitoring Officer and Lead Member for Strategic Assets and Sustainability were consulted during the preparation of this report.

12. BACKGROUND PAPERS

- 12.1 [Strategic Asset Investment Framework \(rbfrs.co.uk\)](https://rbfrs.co.uk)

13. APPENDICES

- 13.1 Not applicable.

14. CONTACT DETAILS

- 14.1 Paul Brooks, Head of Assets (Estates, Fleet & Equipment) brooksp@rbfrs.co.uk

14.2 Ashok Rai, Estates Manager raia@rbfrs.co.uk

14.3 Fiona Cooper, Capital Projects Officer cooperf@rbfrs.co.uk

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ROYAL BERKSHIRE FIRE AUTHORITY REPORT



COMMITTEE	MANAGEMENT COMMITTEE
DATE OF MEETING	14 JULY 2025
SUBJECT	LIGHT FLEET REPLACEMENT CAPITAL SPEND APPROVAL 2025/26
LEAD OFFICER	PAUL BROOKS, HEAD OF ASSETS
LEAD MEMBER	COUNCILLOR SHEPHERD-DUBEY
EXEMPT INFORMATION	NONE
ACTION	DECISION

1. EXECUTIVE SUMMARY

- 1.1 Royal Berkshire Fire and Rescue Service (RBFRS) has a proactive planned fleet and equipment replacement programme which seeks to renew vehicles and operational equipment and ancillaries that are at the end of their expected life.
- 1.2 In July 2023, the Royal Berkshire Fire Authority (RBFA) approved the intention to invest in appliances as part of its 10-year Strategic Asset Investment Framework (SAIF) and £2.87M was identified for this critical activity.
- 1.3 The ongoing fleet replacement programme is a steady state programme. RBFRS has aligned the front-line appliance replacement profile to a 12-year cycle as recommended by the National Fire Chiefs Council. Other fleet assets will be life cycled based on several factors, including emerging operational needs, reliability, condition and sustainability. The replacement programme will be reviewed regularly opportunities are sought to build a more environmentally sustainable fleet where operationally and financially viable.
- 1.4 This paper and summary appendix seeks to update the Management Committee (MC) on fleet replacement progress and to gain approval to draw down on capital funds of up to £271,000 for the prudent replacement of fleet assets, realising a c22% saving on the current SAIF provision for 2025/26.

2. RECOMMENDATIONS

That Management Committee:

- 2.1 **APPROVE** capital expenditure of up to £271,000 over one year for the light fleet assets as identified in Appendix A.

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- 2.2 **NOTE** that, due to rationalisation of assets and in pursuit of sustainability, the budget request for the fleet requirements represents a c22% reduction on the forecasted SAIF 2025 provision (see paragraph 6.2 and Appendix A).

3. **REPORT**

Background

- 3.1 In 2015, a review of the RBFRS fleet was completed which identified that RBFRS had the second oldest fire appliance fleet amongst English fire and rescue services. It also initiated the development of the RBFRS Fleet Strategy, which sets out the medium to long-term replacement profile for all vehicles within RBFRS. This strategy aims to ensure the whole fleet is effective and flexible to meet the Prevention, Protection and Response aspirations of RBFRS.
- 3.2 Since 2017, 19 new frontline pumping appliances have been delivered into service. The Thames Valley Fire and Rescue Services (Royal Berkshire, Oxfordshire and Buckinghamshire Fire and Rescue Services) have worked together to design and procure a standard fire appliance to enhance the operational response of the three services when deployed by Thames Valley Fire Control Service.
- 3.3 The Management Committee endorsed a budget of £2,874,000 in July 2023 to commit to the purchase of eight new frontline appliances and orders were placed to initiate that replacement programme.
- 3.4 In addition to the transformation of the fire appliance fleet, the Service acquired a new Aerial Ladder Platform (ALP) in 2021 and a new off-road capable pumping appliance in 2022. The service has also invested in off-road light vehicles adapted to better deal with wildfires.
- 3.5 Besides the 'red fleet' appliances and large special vehicles covered above, the Assets service is responsible for smaller specials like water rescue vans along with light fleet cars and vans and myriad operational equipment assets. This paper focuses on light fleet assets only.
- 3.6 Sustainability and reducing our environmental impact are important and hybrid vehicles are routinely being incorporated into the fleet and five fully electric vehicles are now in service enabling the impact to be reduced even further.
- 3.7 The three-year fire appliance replacement programme as endorsed by the RBFRA Management Committee on 11 Jul 23 is progressing to plan and the first three new appliances are forecasted to enter service by June 2025.
- 3.8 The latest position and detailed requirements for the light fleet replacement/upgrade programme is detailed at **Appendix A**. In summary:
- 3.8.1 The profile for the next 12 months calls for the replacement of three light support vans and two new support vans.
- 3.8.2 In the interests of efficiency and sustainability, four existing Flexi Duty Officer (FDO) emergency response cars that were planned for replacement in 2025 are not to be replaced like for like. One is to be retained for at least another 12 months and three will be disposed of, replaced by one new asset, realising a saving of c£70,000. The one FDO car to be kept has an efficient, environmentally compliant engine, and is in

excellent condition, so its retention will not affect operational capability or Service reputation.

- 3.9 Fleet reviews will continue to be a feature of asset planning, to include assessing options for further rationalisation to ensure investment decisions are appropriately informed and matched to Service requirements and risks.
- 3.10 There have been extraordinary pressures within the vehicle and equipment segment caused by global supply chain pressures, continuing conflict in the Ukraine and Middle East, emerging threats to global maritime trade in the Red Sea and the surging costs of living. Price increases greater than 10% have been common in the last 12 months and are unlikely to subside substantially, but every effort will be made to achieve value for money using compliant frameworks.

4. CONTRIBUTION TO STRATEGIC COMMITMENTS

- 4.1 **Commitment 3: Response.** We will ensure that our people are trained and resources are located to provide the most effective response and to have a positive impact on incidents in our communities.
- 4.2 **Commitment 5: Sustainability.** We are committed to ensuring that we provide a financially sustainable Service and take meaningful action to help address the climate emergency.

5. FINANCIAL IMPLICATIONS

- 5.1 Financial details are contained in the appendix to this report. In summary, RBFRS requires up to £271,000 for its light fleet over the next year to replace assets that are at, or beyond, their usable life. Any underspend will be returned to the capital plan.
- 5.2 The budget request is £76,000 less than the provisions contained in the SAIF 2025 representing a c22% saving over the forecasted amount of £347,000.
- 5.3 Every effort will be made to value engineer requirements and balance out risk to ensure that best value for money is achieved. To support this, and to improve governance and reporting, the Head of Assets stood up a Fleet and Equipment Management Group on 29 April 2025 that reports into SLT and Portfolio Board.

6. LEGAL IMPLICATIONS

- 6.1 Not applicable.

7. EQUALITY AND DIVERSITY IMPLICATIONS

- 7.1 Equality impact assessments have previously been included in the contract for the replacement of appliances and assessments will be completed for other assets as / if required.

8. RISK IMPLICATIONS

- 8.1 If RFBRs does not replace or upgrade its fleet in a timely manner, there is risk of increased failures, increased running costs and technological fade.

9. SUSTAINABILITY IMPLICATIONS

9.1 Environmental sustainability considerations are built into the light fleet replacement capital spend.

10. CONSISTENCY WITH DUTY TO COLLABORATE

10.1 As previously reported, and out of the scope of this paper, the contract for the replacement of fire appliances is common to the three Thames Valley Services and is managed in a collaborative manner.

10.2 Opportunities using collaboration with partners and other FRS to improve efficiency and/or effectiveness to procure fleet will always be explored and exploited if beneficial. In the context of this paper, collaboration is being carried out with Hampshire and Isle of Wight Fire & Rescue Service under the Fleet Maintenance Joint Working Agreement.

10.3 Where possible, existing framework agreements are utilised for procurement to enable collaborative benefits to be realised.

11. PRINCIPAL CONSULTATION

11.1 The Chief Fire Officer, Deputy Chief Fire Officer, Head of Finance and Procurement were consulted during the preparation of this report.

11.2 The Lead Member for Strategic Assets and Sustainability and the Monitoring Officer were consulted during the preparation of this report.

12. BACKGROUND PAPERS

12.1 [Strategic Asset Investment Framework \(rbfrs.co.uk\)](http://rbfrs.co.uk)

13. APPENDICES

13.1 Appendix A – Fleet Replacement Summary Plan July 2025.

14. CONTACT DETAILS

14.1 Paul Brooks – Head of Assets (Estates, Fleet & Equipment), brooksp@rbfrs.co.uk

14.2 Pete Skinner – Group Manager Fleet & Equipment, skinnerp@rbfrs.co.uk

APPENDIX A**LIGHT FLEET REPLACEMENT CAPITAL BUDGET SUMMARY PLAN JULY 2025****Introduction**

A1. Light fleet requirements are constantly shifting depending on accurately predicting operational needs and due to in-year unforeseen dilapidation because of wear and tear or damage. The light fleet management profile for the next 12 months calls for the replacement of up to nine vehicles; four Flexi Duty Officer (FDO) emergency response cars, three support vans, a pool car and a long-term hire vehicle. The pool car and hire vehicles are to be replaced with two support vans. In the interests of efficiency and sustainability, out of the four FDO cars that were planned for replacement, three are to be disposed of and replaced with only one new asset and one will be sweated to at least next year. The collective effect of this plan will be to realise savings of c£70,000. The one FDO Car to be kept has an efficient, environmentally compliant engine, and is in excellent condition, so its retention will not affect operational capability or Service reputation.

A2. The current RBFRS fleet strategy recommends replacement of Service-owned cars when 6 years old and vans when 8 years old. However, in the interests of sustainability and best value for the Authority, and where vehicles are in good condition and their retention will not affect operational capability, a pragmatic approach will be taken in respect of replacement planning. FDO lease scheme vehicles are treated differently, as best value is currently achieved on 3-year deals with an option to extend by one year.

A3. To further add value to asset management, and due to the rate of change in the light vehicle market, only one year of replacements is being considered currently. Work will include continuing to look at further fleet rationalisation, operational requirements, and improvements around sustainability.

Light fleet replacement plan 2025

A4. The one-year light fleet plan as far as can be practicably forecast is as laid out in **Table A1**. As indicated above, in all cases, sustainability is always a consideration with hybrid engines specified in the first instance. Electric vehicles (EV) will be considered in more volume once the RBFRS EV infrastructure project is rolled out in 2026 as part of the SAIF.

TYPE	VEHICLE	COSTS	FIT OUT	TOTAL	BUDGET REQUEST	REMARKS
Light fleet						
CAR	Car plug-in hybrid	£32,101	£6,000	£37,101		FDO.
GPV	Light van mild hybrid, high cube	£29,772	£6,000	£34,772		Facilities.
GPV	Light van mild hybrid	£37,387	£6,000	£42,387		Facilities to replace hire vehicle.
GPV	Light van mild hybrid	£33,174	£3,000	£35,174		Facilities, to replace pool car.
GPV	Light van electric	£49,366	£6,000	£54,366		ICT.
GPV	Light van mild hybrid, high cube	£31,662	£6,000	£36,662		BA Tech.
	Light fleet total	£213,462	£33,000	£246,462	£271,000	10% contingency.

Table A1 – July 2025 RBFRS one-year light fleet replacement plan.

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ROYAL BERKSHIRE FIRE AUTHORITY



COMMITTEE	MANAGEMENT COMMITTEE
DATE OF MEETING	14 JULY 2025
SUBJECT	JOINT WORKING AGREEMENT (JWA) FOR FLEET MAINTENANCE PARTNERSHIP WITH HAMPSHIRE & ISLE OF WIGHT FIRE AND RESCUE AUTHORITY
LEAD OFFICER	PAUL BROOKS, HEAD OF ASSETS
LEAD MEMBER	COUNCILLOR RACHELLE SHEPHERD-DUBEY
EXEMPT INFORMATION	NONE
ACTION	DECISION

1. EXECUTIVE SUMMARY

- 1.1 This report outlines the fleet maintenance services partnership between Royal Berkshire Fire Authority (RBFA) and Hampshire & Isle of Wight Fire and Rescue Authority (HIWFRA) through a Joint Working Agreement (JWA). The original JWA was established on 01 January 2014 and successfully renewed on 05 February 2019. The collaboration focuses on resource sharing and cost reduction whilst ensuring efficient service delivery.
- 1.2 Since its introduction, the partnership has successfully delivered efficiencies in fleet maintenance, including major and minor repairs and compliance assurance for operational vehicles. The compliance aspects were recently verified by an internal audit when a 'substantial assurance' rating was given.
- 1.3 The core elements of the JWA are unchanged, but it does have updated management and governance arrangements, along with improved data sharing to comply with GDPR.
- 1.4 The 2014 forecasted benefit for RBFA was £69,000 annually, leading to a reduced budget for fleet servicing, realising savings of £690,000 over the current life of the JWA. Notably, no additional funding is needed for the renewal of the JWA.
- 1.5 After 10 years of operating the JWA and realising benefits in a collaboration between fire authorities, it is judged to be a good news story and, subject to

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agreement to renew it, communications will be released to promote its success.

2. **RECOMMENDATION**

The Management Committee:

- 2.1 **AGREE** the renewal of the Fleet Maintenance Partnership Joint Working Agreement with Hampshire & Isle of Wight Fire and Rescue Authority for the joint provision of fleet maintenance and management services for a period of 5 years from 01 August 2025 until 31 July 2030.
- 2.2 **NOTE** that there have been financial benefits realised of c£690,000 since the original JWA was entered into in 2014, along with considerable non-monetised collaborative benefits.

3. **REPORT**

- 3.1 On 01 January 2014 RBFA and HIWFRA entered a JWA to work together to provide each other with fleet maintenance services across their combined geographical area with the intention of sharing resources and reducing costs in connection with the discharge of their functions. The arrangement proved to be a success, providing benefits and improving resilience for both partners to the JWA and it was subsequently renewed on 05 February 2019.
- 3.2 The purpose of the original JWA was to enable the partners to share their expertise, reduce costs and deliver best value in the public interest. The Partners agreed to work together through formal management arrangements as set out in the agreement in an open, transparent and collaborative manner for their mutual benefit, and to secure the efficient and successful delivery of fleet maintenance services.
- 3.3 The above purpose remains unchanged and, since its introduction, the partnership has successfully delivered forecasted efficiencies, providing for the delivery of major scheduled and unscheduled maintenance, routine safety inspections and minor maintenance for all front-line operational vehicles (often known as the 'Red Fleet') for RBFA and the whole fleet for HIWFRA. Notably, the JWA also provides RBFA with enhanced assurance, with HIWFRA having the level of expertise and professional competence in their organisation to assure our operational vehicle compliance. This benefit was verified in a recent internal audit by RSM reporting 'substantial assurance' for operational vehicle compliance.
- 3.4 RBFRS has good purpose-built fleet maintenance facilities at Theale, but they have space and capability limitations, and balance can be achieved by optimising the use of in-house and HIWFRA resources. This is made possible as HIWFRA has excellent facilities, including a first class 'Fleet Maintenance Centre' (FMC); a large workshop in Eastleigh with significant capability that enables both partners to jointly exploit their capacity more effectively, efficiently and flexibly. The JMC facilities includes:

- An extensive vehicle repair facility and preparation bay
 - Commercial sized paint oven
 - Dedicated vehicle electrical workshop and ladder maintenance and repair workshop
 - Full welding and fabrication facility
 - A working at height platform and gantry crane to access appliances safely
- 3.5 The 2019 JWA has been reviewed and refreshed to ensure it meets both partner's needs now and in the medium term. The JWA maintains many of the original terms of the original agreement with minor changes to address modified management and governance arrangements, along with an enhanced data sharing agreement to meet the requirements of GDPR.
- 3.6 It is also important to recognise that the collaboration offers benefits beyond financial efficiencies achieved. Through joint working we have improved management and control of fleet maintenance throughout the Service with wider benefits that include:
- Improved coordination and monitoring of fleet servicing
 - Use of mobile service units to manage a significant proportion of the fleet maintenance, including prompt responses to vehicle defects
 - Reduced downtime of appliances resulting in improved service delivery to the public
 - Improvement of standards, (such as stowage), throughout the fleet
 - Continuous benefit of enhanced quality assurance through ongoing performance monitoring
 - Access to specialists that are working with FRS appliances and equipment regularly
 - A collaborative, adaptive and shared commitment to problem solving across the partnership
 - Established vehicle and equipment service and maintenance plans preventing overdue service events on vehicles and equipment
 - Prevention of over-servicing of vehicles and equipment
 - Control of fleet files and all other main vehicle administration through HIWFRS' transportation management software, reducing risk of non-compliant vehicle documentation and records and improving oversight of legal compliance of vehicles

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- Supporting the development and delivery of fleet strategy
 - Reduction in overall vehicle numbers with a transparent vehicle disposal system when assets are beyond economic use.
- 3.7 After 10 years of operating the JWA and realising benefits in a collaboration between fire authorities, it is judged to be a good news story and, subject to agreement to renew it, communications will be released to promote its success.

4. CONTRIBUTION TO STRATEGIC COMMITMENTS

- 4.1 **Commitment 3: Response.** We will ensure that our people are trained and resources are located to provide the most effective response and to have a positive impact on incidents in our communities
- 4.2 **Commitment 5: Sustainability.** We are committed to ensuring that we provide a financially sustainable Service and take meaningful action to help address the climate emergency.

5. FINANCIAL IMPLICATIONS

- 5.1 The original forecast benefit for RBFA in 2014 was £69,000 per annum. At the time the original agreement was established, the budget for fleet servicing was adjusted down to take account of this efficiency gain and, since then, the Service has generally operated within this reduced budget providing a real terms contribution to reducing expenditure.
- 5.2 RBFRS does not have the facilities or capabilities to deliver the deep maintenance of large operational vehicles and to move back to a third-party commercial provision is considered to be significantly more expensive than the cost of operating in partnership through the JWA. As context, the highest hourly rate cost for a technician working in the partnership is £66.35 per hour and the indicative hourly rate charge for labour in the commercial sector is in the region of £90 per hour. A commercial arrangement would also remove the wider benefits as set out in Section 3 of this report.
- 5.3 The charges and payments associated with the JWA are detailed in Schedule 4 of Appendix A.
- 5.4 Through the partnership's Joint Management Board, ongoing monitoring will take place of fleet costs and the on-going realisation of both the financial and operating benefits. The partnership's Joint Delivery Team will manage the operational level aspects of the JWA, including controlling and monitoring costs.

6. LEGAL IMPLICATIONS

- 6.1 The JWA has been reviewed by the Monitoring Officer and the legal representative of HIWFRA and there are no known legal implications.

7. EQUALITY AND DIVERSITY IMPLICATIONS

7.1 There are no equality and diversity implications arising from this report.

8. RISK IMPLICATIONS

8.1 There are no immediate risk implications arising from this report or the new agreement.

8.2 Not entering into a new agreement means RBFRS would need to take an alternative approach. This would entail a strategy review likely resulting in a full tender process, with all indications being that the costs of using a commercial provider would be higher creating financial pressures and removing the spirit of collaboration.

8.3 The agreement and associated schedules provide for effective arrangements to manage, mitigate and resolve risks or issues that may evolve over the lifetime of the JWA.

8.4 Whilst unlikely to be required, a mechanism for either party to exit the arrangement is set out in the JWA mitigating exposure for each service and providing a means to end the agreement if it were no longer tenable.

9. SUSTAINABILITY IMPLICATIONS

9.1 Environmental sustainability considerations are built into the Strategic Asset Investment Framework and the revenue implications are factored into the Medium-Term Financial Plan.

10. CONSISTENCY WITH DUTY TO COLLABORATE

10.1 Operating within this JWA supports effective collaboration. As set out in paragraph 3.1, in 2014 both services undertook to work together to provide themselves and each other with fleet maintenance services across their combined geographical area with the intention of sharing resources and reducing costs in connection with the discharge of their functions. Continuing this working agreement is fully in-line with the services duty and commitment to successful collaboration.

11. PRINCIPAL CONSULTATION

11.1 The Monitoring Officer and Lead Member for Strategic Assets and Sustainability were consulted during the preparation of this report.

11.2 The Deputy Chief Fire Officer and Head of Finance and Procurement were consulted during the preparation of this report.

11.3 RBFRS Senior Leadership Team has agreed the contents of the report.

12. BACKGROUND PAPERS

12.1 None.

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13. **APPENDICES**

13.1 **Appendices A – E** Joint Working Agreement and Schedules

14. **CONTACT DETAILS**

14.1 Paul Brooks, Head Assets (Estates, Fleet & Equipment),
brooksp@rbfrs.co.uk

14.2 Group Manager Pete Skinner, Fleet & Equipment Manager,
skinnerp@rbfrs.co.uk

Dated

2025

**HAMPSHIRE AND ISLE OF WIGHT
FIRE AND RESCUE AUTHORITY**

and

ROYAL BERKSHIRE FIRE AUTHORITY

JOINT WORKING AGREEMENT

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Appendix A

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Appendix A

THIS AGREEMENT is dated

2025

BETWEEN

- (1) **HAMPSHIRE AND ISLE OF WIGHT FIRE AND RESCUE AUTHORITY** of Leigh Road, Eastleigh, Hampshire, S050 9SJ (“**HIWFRA**”),
- (2) **ROYAL BERKSHIRE FIRE AUTHORITY** of Newsham Court, Pincents Kiln, Calcot, Reading, RG31 7SD (“**RBFA**”),

together the above describes the discussed Partners.

BACKGROUND

1. RBFA and HIWFRA are in agreement to work together under the Joint Working Arrangement to provide to themselves and each other fleet maintenance and fleet management services across their combined geographical area with the intention of sharing resources and reducing costs in connection with the discharge of their functions.
2. The purpose of the Agreement is to enable the Partners to share their expertise, reduce costs and deliver best value in the public interest. The Partners have agreed to work together by way of a contractual relationship in an open, transparent, and collaborative manner for their mutual benefit and to secure the efficient and successful delivery of fleet maintenance and management services.
3. The shared services will be operated and directed; utilising the structure set out in the Agreement, by a Joint Management Board and a Joint Delivery Team.
4. The shared services provision has been effective from the 1st January 2014 for RBFA and HIWFRA.
5. The Joint Working Arrangement between the Partners is intended to benefit both organisations through a mutually beneficial partnership approach. It is entered into by the Partners with the aim of making the best use of available resources and to achieve a common goal. There is no intention by either organisation to profit from the Joint Working Arrangement.
6. The Agreement clarifies the Partners' intentions for the delivery of the Services and sets out:
 - a) the governance arrangements,
 - b) respective and joint responsibilities,
 - c) methods of operation, and
 - d) principles, forecasting and distribution of cost.
7. The relationship between the Partners is contractual and the terms of the Agreement are not intended to create a legal partnership or separate legal entity.
8. The Partners wish to record the fact that neither of them, in approving the Agreement, is endorsing delegation of any function to the other Partner.

9. This arrangement has been made pursuant to statutory powers available to the Partners under: The Fire and Rescue Services Act 2004, section 1 of the Local Authorities (Goods & Services) Act 1970, Section 93 of the Local Government Act 2003 and all other enabling powers.

NOW IT IS HEREBY AGREED AND DECLARED

1. DEFINITIONS AND INTERPRETATION

- 1.1 Capitalised terms used in the Agreement shall have the meaning given to them in Schedule 1 (Definitions) to the Agreement or as otherwise defined in the Agreement.
- 1.2 The Agreement should be interpreted according to the following provisions unless the context requires a different meaning:
- 1.2.1 words in the singular include the plural and in the plural include the singular;
 - 1.2.2 a reference to one gender shall include a reference to the other genders;
 - 1.2.3 clause and schedule headings shall not affect the interpretation of the Agreement;
 - 1.2.4 references to clauses and schedules are, unless otherwise provided, references to the clauses of, and schedules to the Agreement, and further, a reference to the Agreement includes a reference to the schedules and appendices to the Agreement;
 - 1.2.5 a reference to an enactment, order, statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it;
 - 1.2.6 unless a right or remedy of a Partner is expressed to be an exclusive right or remedy, the exercise of it by a Partner is without prejudice to that Partner's other rights and remedies;
 - 1.2.7 a person includes a corporate or unincorporated body (whether or not having separate legal personality);
 - 1.2.8 any phrase introduced by the words "including", "includes", "in particular" or "for example" or similar shall be construed as illustrative and shall not limit the generality of the related general words;
 - 1.2.9 where notices are required to be in writing or written the reference shall not include e-mail;
 - 1.2.10 words denoting an obligation on a Partner to do any act, matter or thing, include an obligation to procure that it is done and words placing a Partner under a restriction include an obligation not to cause, permit or allow infringement of this restriction;
 - 1.2.11 save where stated to the contrary any reference to the Agreement or to any other document shall include any permitted variation, amendment or supplement to the Agreement and/or such document;

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Appendix A

- 1.2.12 subject to any express provisions to the contrary, the obligations of each Partner are to be performed at the Partner's own cost and expense;
- 1.2.13 for the avoidance of doubt, unless specified to the contrary or agreed between the Partners, nothing in the Agreement shall impose or imply any joint liability on the Partners and neither Partner shall be liable in any way for acts or omission under the Agreement caused solely by the act or omission of the other.

2. PRECEDENCE OF DOCUMENTATION

- 2.1 In the event and to the extent of any conflict or inconsistency between the Agreement and Schedules, the following order of priority shall apply to the extent that it is necessary to resolve the conflict or inconsistency:
 - 2.1.1 The body of the Agreement shall prevail over the Schedules except for Schedule 1 (Definitions);
 - 2.1.2 Schedule 2 (Service Specification) shall prevail over the remaining Schedules (apart from Schedule 1 (Definitions));

3. STATUS OF THE AGREEMENT

- 3.1 The Partners agree that the Agreement shall take the form of a legally binding relationship and the mutual commitments between them created by the Agreement shall from the Effective Date be construed accordingly.
- 3.2 The Partners further agree that they are entering into the Agreement on a cooperative basis for the joint performance of common tasks governed only by considerations and in the pursuit of objectives relating to the public interest.

4. COMMENCEMENT AND DURATION

- 4.1 The Agreement shall take effect and shall be binding upon HIWFRA and RBFA from the Effective Date and shall continue for the Term.
- 4.2 The Agreement may be extended beyond the expiry of the Initial Term. If this is the case, the Agreement will be of mutual consent by both Partners during the Joint Management Board and then approved by HIWFRA and RBFA no less than twelve (12) months prior to the end of the Initial Term. The Partners may also decide to complete a new Agreement in lieu of an extension. If this is the case, the new Agreement will be of mutual consent by both Partners agreed at a Joint Management Board and then approved by the associated Authorities no less than twelve (12) months prior to the end of the Initial Term
- 4.3 The basis upon which the extension of the Agreement and or whether the Agreement will be renewed, should the Partners agree, will include a review of service delivery, the current and anticipated future costs, level of resource to be provided by both Partners and, any significant changes in the requirement of the partnership. The partners will agree any variations or significant changes to the agreement by mutual consent. HIWFRA
- 4.4 The period of any extension or new Agreement will not exceed a period of 10 years.

4.5 Where the Partners reach agreement on the terms of any extension to the Initial Term, any variation to the Agreement, or provision of a new Agreement, will be discussed by the Partners and agreed, in good faith, to ensure clarity of roles, responsibilities and resource input, in a similar way to those issues being set out in the Agreement.

4.6 If the Partners are unable to agree the terms upon which an extension to the Agreement will be put in place, or alternatively agree not to extend the Initial Term, then each of the Partners will, for a period of up to twelve (12) months after the expiry of the Initial Term, comply with any relevant provisions of the Exit Plan and act in good faith towards each other.

5. PRINCIPLES OF COLLABORATION

5.1.1 The Partners agree to work together in collaboration, as set out in the Agreement, to provide the Services to each other and themselves whilst striving towards improvement in operational efficiencies and best practice. The Partners agree to adhere to the following principles:

5.1.1. Collaborate and cooperate: Work together in a spirit of cooperation and openness by facilitating and providing support wherever possible and to adhere to the governance structure set out in the Agreement in order to ensure that all Partners are fully able to meet any requirements or obligations arising from the Agreement in the timescales set out in the Agreement;

5.1.2. Strive to achieve value for money in the provision of the Services;

5.1.3. Be accountable: Take on, manage and account to each other for performance of the respective roles and responsibilities set out in the Agreement;

5.1.4. Be open: Communicate openly about major concerns, issues or opportunities relating to the Agreement and the Services;

5.1.5. Learn, develop and seek to achieve full potential: Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;

5.1.6. Adopt a positive outlook: Behave in a positive, proactive manner;

5.1.7. Adhere to statutory requirements and best practice: Comply with Applicable Law and standards including procurement rules, data protection and Information Laws;

5.1.8. Act in a timely manner: Recognise the time-critical nature of the Services and respond accordingly to requests for support;

5.1.9. Deploy appropriate resources: Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in the Agreement;

5.1.10. Manage stakeholders effectively.

5.1 In entering into the Agreement, the Partners agree to act in such a way as to achieve the above principles wherever possible. This is in so far as it is reasonably practicable

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to do so taking account of the best interests of each Partner and their respective service users; statutory and legal requirements; service objectives and availability of resources.

6. GOOD FAITH

- 6.1 The Partners shall act in good faith towards one another at all times and in relation to all matters arising under the Agreement.
- 6.2 The Partners shall do all things reasonably within their power which are necessary or desirable to give effect to the spirit and intent of the Agreement, including, where appropriate, deploying resource.
- 6.3 Without prejudice to the generality of the foregoing, each Partner shall use reasonable endeavours to inform the other Partner as soon as reasonably practicable of any circumstance which might prejudice its ability to comply with its obligations under the Agreement whether temporarily or permanently (but the provision of such information shall not in any way release or excuse such Partner from any of its obligations under the Agreement).

7. THE PARTNERS' RESPONSIBILITIES

- 7.1 Subject to any provisions that will survive termination of the Agreement, the Partners agree, both individually and on a joint and several basis, for the Term of the Agreement, that they each shall:
 - 7.1.1 comply with the terms of the Agreement;
 - 7.1.2 use their reasonable endeavours or as required by the terms of the Agreement to ensure the establishment, support, and promotion of these Joint Working arrangements to continuously maintain them;
 - 7.1.3 Regularly review the performance and activity of the partnership to proactively monitor and contribute as mutual partners.
 - 7.1.4 be responsible for the approval, oversight, delivery, post delivery reviews and dispute resolutions in connection with the Services;
 - 7.1.5 comply with their financial obligations in relation to the Services as set out in the Joint Working Arrangement in a timely manner;
 - 7.1.6 develop the fullest possible integration and co-ordination between the Partners in relation to the Services;
 - 7.1.7 consult with each other as reasonably necessary about any decision which would affect any responsibility of either Partner in the performance of the Agreement; and
 - 7.1.8 commit and dedicate, as necessary, in support and promotion of the Services:
 - (a) those resources stipulated in the Agreement including necessary equipment and tools; and
 - (b) any other necessary resources identified within their budgetary forecasts for the Services, to ensure the successful and efficient delivery and performance of the Services by either Partner;

- 7.1.9 respond to and provide such documentation, data or other information as the other Partner may reasonably request in order for that Partner to perform its obligations under the Agreement;
 - 7.1.10 use its reasonable endeavours to respond to requests for information, support or assistance in a prompt and timely manner, where such requests are reasonably made by the other Partner in order for that Partner to comply with its obligations under the Agreement.
 - 7.1.11 maintain access for RBFA to the Asset Management System or any data relevant to partnership activity.
- 7.2 For the avoidance of doubt each Partner shall retain statutory responsibility for its statutory functions notwithstanding the terms of the Agreement.

8. ADDITIONAL HIWFRA RESPONSIBILITIES

- 8.1 HIWFRA shall (in addition to those responsibilities and obligations identified elsewhere in the Agreement):
- 8.1.1 Provide data to enable the quarterly recharge of partnership activity and spend.
 - 8.1.2 Provide administrative support to 6-monthly partnership review and performance meetings. Produce 6-monthly partnership performance data to support a review of the partnership at mid and end of financial year intervals.
- 8.2 HIWFRA shall perform all appropriate banking and accounting services required for due and proper receipt holding and application of monies in respect of the Services and shall make the information available to RBFA through direct access to the Asset Management System to enable inspection at any time.
- 8.3 HIWFRA shall provide the Assets identified at Schedule 3 (Assets and Premises) for use for the benefit of the Joint Working Arrangement.
- 8.4 HIWFRA shall take all steps necessary to enable RBFA to access the Asset Management System or any data relevant to partnership activity for the purposes and on the basis set out in the Agreement.

9. RBFA ADDITIONAL RESPONSIBILITIES

- 9.1 RBFA shall (in addition to the responsibilities and obligations identified elsewhere in the Agreement) provide the Assets identified at Schedule 3 (Assets and Premises) for use for the benefit of the Joint Working Arrangements.

10. SERVICES

- 10.1 The Partners shall, from the Effective Date and during the Term of the Agreement, provide to each other the Services identified in the Service Specification.
- 10.2 In the event of a failure by one of the Partners to provide its respective Services to the other, the Partner receiving the Services may, without prejudice to its other rights, require the Partner performing the Services to perform the applicable Services previously requested.

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- 10.3 The Partners shall ensure that, at all times, its maintenance and operating procedures are sufficient to ensure that the Services are provided in accordance with the Service Specification.
- 10.4 Services may be amended, added, or removed as agreed between the Partners. Any Changes required to Schedule 2 (Service Specification) or Schedule 4 (Charges and Payment Plan) as a result shall be made in accordance with clause 12.7 (Service Specification) and clause 43 (Variations), respectively.

11. SERVICE STANDARDS

- 11.1 In providing the Services, the Partners shall at all times provide the Services and perform their obligations under the Agreement:
 - 11.1.1 with all due technical competence, training, care and diligence;
 - 11.1.2 maintained equipment and facilities
 - 11.1.3 in accordance with all Applicable Law;
 - 11.1.4 by obtaining, maintaining, and complying with all Consents; and
 - 11.1.5 by allocating sufficient resources to provide the Services in accordance with the terms of the Agreement.
- 11.2 Without prejudice to clause 11.1, the Partners will:
 - 11.2.1 ensure that Staff are competent, qualified, and trained to perform the Services; and
 - 11.2.2 ensure that any of a Partner's Staff who are engaged in the provision of any of the Services shall attend such meetings at the Premises of the other Partner or elsewhere as may be reasonably required by the other Partner.

12. SERVICE SPECIFICATION

- 12.1 Each Partner, on its own behalf, shall ensure that the HIWFRA Services and the RBFA Services respectively, are provided in accordance with the relevant Service Specification from the Effective Date and during the Term of the Agreement.
- 12.2 HIWFRA shall provide the RBFA with such information (as defined in clause 22) detailing the activity in respect of each of the Service Specification as agreed and set out in the Service Specification.
- 12.3 If there is an impactful disruption or change to Service delivery, the relevant Partner shall:
 - 12.3.1 provide immediate notification of failure to the Joint Management Board members.
 - 12.3.2 Where necessary agree with the Joint Delivery Team a Remediation Plan in accordance with clause 37 (Remediation Plan Process);
 - 12.3.3 deploy all additional resources and take all remedial action that is necessary to rectify or to prevent the Service Failure from recurring; and

- 12.3.4 If a written plan is deemed necessary by the Joint Management Board, carry out the actions identified in the Remediation Plan in accordance with its terms.
- 12.4 The Joint Delivery Team shall recommend any changes to the Service Specification to the Joint Management Board for consideration and actioning. Such variations shall only be effective if made in accordance with clause 12.7.
- 12.5 If a Partner would have complied with the relevant Service Specification, but for the actions of the other (where the actions of the other Partner are in breach of the Agreement), then the Partner which has failed to comply with the relevant Service Specification shall still undertake all reasonable action to rectify the Service Failure.
- 12.6 Where additional resources have been deployed in accordance with clause 12.5 those additional resources shall be taken into account when reconciling the resources deployed for the benefit of the Partners in accordance with Schedule 4 (Charges and Payment Plan).
- 12.7 Where the Partners agree that changes should be made to the Service Specification at Schedule 2 a revised version shall be produced by the Partners for agreement. Once agreement is reached the Partners (acting by their senior representative on the Joint Management Board) shall note and record their agreement to the revision, and that revision shall stand as the current agreed Service Specification. Until such time as the revised Service Specification is agreed in accordance with this clause, the Service Specification in force immediately prior to the update shall remain in effect.

13. QUARTERLY RECONCILIATION

- 13.1 The Partners will carry out a Quarterly Reconciliation of Services provided to each other on a mutual basis in accordance with the provisions of this clause 13.
- 13.2 HIWFRA shall issue to RBFA a statement setting out full details of all rechargeable Services undertaken by each Partner in the three (3) month period expiring on the Quarter Day (the Quarterly Reconciliation Statement).
- 13.3 The Partners shall, acting in good faith, use all reasonable endeavours to agree the Quarterly Reconciliation Statement within ten (10) days of receipt of the Quarterly Reconciliation Statement through the provision of a purchase order submitted by RBFA to HIWFRA in accordance with clause 13.2 above.

Within ten (10) days of the receipt of the purchase order for the Quarterly Reconciliation Statement, and in order to comply with relevant VAT requirements

- 13.4.1 HIWFRA shall issue to RBFA an invoice (a Quarterly Invoice) for the benefit of the Services that HIWFRA has provided to RBFA in the three (3) month period ending on the relevant Quarter Day, and
- 13.4.2 (As required) RBFA shall issue to HIWFRA an invoice (a Quarterly Invoice) for the benefit of the Services that RBFA has provided to HIWFRA in the three (3) month period ending on the relevant Quarter Day.
- 13.5 Subject to clause 13.6 each Partner shall pay all and any sums due on any Quarterly Invoice issued to them under clause 13.4 within thirty (30) days of receipt of the relevant Quarterly Invoice (the Due Date).

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- 13.6 If a Partner receives a Quarterly Reconciliation Statement which it reasonably believes includes a sum which is not valid and properly due from it:
- 13.6.1 it shall notify the other Partner in writing within ten (10) working days in accordance with clause 13.3 above;
 - 13.6.2 it shall pay the balance of any sums due under the Quarterly Reconciliation Statement which is not in dispute;
 - 13.6.3 its failure to pay the disputed amount set out on the Quarterly Reconciliation Statement shall not be deemed to be a breach of the Agreement;
 - 13.6.4 to the extent that the Partner is obliged, following resolution of the dispute, the Partner who would have received the amount may charge interest in accordance with clause 13.9 from the original Due Date until the date of payment;
 - 13.6.5 to the extent that a Partner has overpaid an amount due, following resolution of a dispute, interest shall be added to the amount overpaid in accordance with clause 13.2 and credited in the next Quarterly Reconciliation Statement; and
 - 13.6.6 once the dispute has been resolved, with either Partner being required to make a balancing payment, it shall do so within thirty (30) days. Where a credit note is to be issued, it shall be included within the next Quarterly Reconciliation Statement.
- 13.7 HIWFRA shall, on the basis that it has undertaken to provide financial reconciliation for the Joint Working Arrangement, maintain complete and accurate records of and supporting documentation for the calculation of all reconciliation amounts pursuant to the Agreement.
- 13.9 Interest shall be payable on the late payment of any undisputed sums set out in a Quarterly Invoice under the Agreement at the base rate of the National Westminster Bank plc from time to time in force and compounded on a monthly basis.
- 13.10 All sums payable by either Partner under the Agreement shall be paid in sterling.
- 13.11 Where a Quarterly Invoice requires payment of a sum by a Partner to the other, the sums in question will be identified exclusive of VAT, with the VAT added on at the applicable prevailing rate. VAT shall only be paid by the relevant Partner following delivery of a valid VAT invoice.
- 13.12 Where, in accordance with clause 16 (Sub-Contracting and Assignment), any part of the Services is provided under a Sub-Contract, the Partners acknowledge that the Service may be provided by a third party directly to a Partner. In agreeing to a Sub-Contract in accordance with the terms of clause 16 (Sub-Contracting and Assignment), the Partners will establish how payment is to be made under the Sub-Contract and how it is to be accounted for in the Quarterly Reconciliation Statement and Quarterly Invoice. Where sums are to be paid directly by a Partner under a Sub-Contract to a third party, the Partners will ensure that the arrangement is established in such a way that the Partner paying for any services under a Sub-Contract is noted as the client and recipient of the Services and that a valid VAT invoice can be provided upon request.

- 13.13 Where a Partner receives any part of the Services from a Sub-Contractor and the Partners have determined that the Partner will pay the third party directly, that Partner will ensure that it makes payment under any invoice levied to it in accordance with the terms of the invoice.

14. GOVERNANCE

- 14.1 The Partners shall constitute a Joint Management Board and Joint Delivery Team in accordance with the provisions set out in Schedule 5 (Governance). The Partners shall use their reasonable endeavours to make available the attendees (or send suitable nominees) listed in Schedule 5 (Governance) for every Joint Management Board and Joint Delivery Team meeting held.

- 14.2 The terms of reference of the Joint Management Board shall be as follows:

- 14.2.1 to provide the strategic direction and scope of the Joint Arrangements, in connection with the Services;
- 14.2.2 to oversee the performance of financial activity, physical activity, and compliance to assure continued mutual benefit to both HIWFRA and RBFA from agreed partnership activity.
- 14.2.3 to hold the Joint Delivery Team to account ensuring good governance;
- 14.2.4 to ensure the continued effective operation of Service delivery for both Partners;
- 14.2.5 to ensure sufficient resources are allocated by the Partners to meet the requirements of the Agreement and Services;
- 14.2.6 to receive reports from the Joint Delivery Team and accept any recommendations as appropriate;
- 14.2.7 agree any amendments or changes in accordance with clause 4;
- 14.2.9 to approve the arrangements and reach decisions required to be made upon termination of the Agreement;
- 14.2.10 to agree any revisions or Changes to the Agreement;
- 14.2.11 to provide a mechanism for review and feedback by the Partners in relation to the Services;
- 14.2.12 where one Partner has repeatedly not provided the Services it is obliged to provide otherwise than in accordance with the Service Specification, or the terms of this Agreement including, but not limited to clause 11 (Service Standards), to agree a realignment and/or rebase of the cost allocation between the Partners to compensate the non-defaulting Partner for the defaults suffered;
- 14.2.13 to act as a body for the resolution of any dispute that may arise between the Partners in relation to the Agreement, subject to the provisions of clause 41 (Dispute Resolution Procedure);
- 14.2.14 to deal with any other matters that may fall within its responsibilities pursuant to the terms of the Agreement in the delivery of the Services to the Partners

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including any other unforeseen issues that may arise not contemplated by the Agreement; and

- 14.2.15 Consider any recommendations in accordance with clause 21 (Continuous Improvement).
- 14.3. The terms of reference of the Joint Delivery Team shall be as follows:
 - 14.3.1 act as a first point of resolution for matters pertaining to Quarterly Reconciliation Statements, Service Delivery Defaults or changes, and Remediation Plans.
 - 14.3.2 to monitor and review the activity, performance, and progress of the Services:
 - 14.3.4 to assure necessary standards of quality assurance in the management of the Services. To ensure the compliance of financial and physical Service activity;
 - 14.3.5 to ensure necessary risk assessments and Health and Safety compliance in relation to all aspects of the Services:
 - 14.3.8 to support the Joint Management Board in the delivery of the strategic direction of the Services;
 - 14.3.12 to support and prepare as necessary any relevant information for a review in accordance with clause 4 (Commencement and Duration); and
 - 14.3.14 to provide information and support and considerations in accordance with clause 21 (Continuous Improvement).

15. PROCUREMENT

- 15.1 Where a Partner procures a contract or service, the Partners agree that said contract shall be procured in accordance with the Constitution of the Partner procuring the said contract and that it also complies with all applicable Procurement Legislation and takes into consideration any applicable best practice guidance.
- 15.2 The Partnership will contribute to procurement processes that support the delivery of Partnership activity. Procurement processes and governance will be managed by the originating Partner.

16. SUB-CONTRACTING AND ASSIGNMENT

- 16.1 The Partners have entered into the Agreement for the mutual benefit of themselves and each other in providing the Services. As a result, neither Partner shall be entitled to assign, novate, or otherwise dispose of any or all of its rights and obligations under the Agreement, save as set out below.
- 16.2 Where the Joint Delivery Team determines that the Partners do not have, within their own resources, the skills necessary to carry out any element of the Services or for any other operational reason, they may agree that part of the Services shall be Sub-Contracted to a third-party contractor. In so agreeing, the Joint Delivery Team will determine which of the Partners should enter into the Sub-Contracting relationship and the basis upon which payment will be made by the Partner(s) for the Services provided under the Sub-Contract.

- 16.3 Where one of the Partners, in accordance with any determination made under clause 16.2, enters into any Sub-Contract in connection with the Agreement, it shall:
- 16.3.1 remain responsible for the performance of its obligations under the Agreement, notwithstanding the appointment of any Sub-Contractor;
 - 16.3.2 impose obligations on the Sub-Contractor in the same terms as those imposed on it pursuant to the Agreement, and as determined by the Joint Delivery Team in accordance with clause 16.2 and shall procure that the Sub-Contractor complies with such terms; and
 - 16.3.3 provide a copy to the other Partner on request (in paper or electronic format), at no charge, of any Sub-Contract once entered into.
- 16.4 Unless otherwise determined by the Joint Delivery Team (and such determination shall be effected as a written variation to the Agreement), any losses incurred as a result of the acts, omissions or neglects of the Sub-Contractor shall be borne on a joint and several basis by the Partners. Where any claim is brought by the Partner (which enters into the Sub-Contract with the Sub-Contractor) against the Sub-Contractor, recovery of any damages shall be shared on an equal basis.
- 16.5 In the event, of any claim action proceedings or dispute arising during the Term whether brought by or against any Partner (the relevant Partner) in connection with a Sub-Contract entered into by any Partner or that has been subsequently transferred to the other Partner pursuant to this clause 16 the Partners agree that they shall assist the relevant Partner (and the costs of doing so shall be borne equally by the Partners), so far as they have any control over such matters by:
- 16.5.1 permitting, allowing, or directing their officers, staff, employees, agents, or contractors to provide statements, information, and evidence and to attend relevant forums for this purpose;
 - 16.5.2 to provide all relevant information, documents, evidence, and material as may be reasonably required by the relevant Partner and to attend in furtherance of these provisions; and
 - 16.5.3 to permit or arrange for the relevant Partner such access or licence to visit any building or Premises for the purposes of investigation and gathering evidence including but not limited to the taking of any samples where the relevant Partner agrees to make good any damage that it may cause provided that at all times where any compliance with this clause 16.5 may lead to a Partner acting to its detriment or to its prejudice then these clauses shall not apply to that Partner.
- 16.6 Each Partner agrees that any breach by a Sub-Contractor or any irregularity in connection with a Sub-Contract, which becomes known to a Partner, shall be reported to the Joint Management Board as soon as reasonably practicable after the Partner in question becomes aware of the breach or irregularity.
- 17. PREMISES AND ASSETS**
- 17.1 The Partners shall, subject to clause 16 (Sub-Contracting and Assignment) and clause 22 (Health and Safety), provide the other Partner (and any Sub-Contractors) with access to such parts of their own Premises as the other Partner and any Sub-Contractor reasonably requires for the purposes of properly providing the Services.

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- 17.2 The Partners shall provide each other with such accommodation and facilities in the respective Partner's Premises as is specified in Schedule 3 (Assets and Premises) or which is otherwise agreed by the Partners from time to time.
- 17.3 The Partners grant each other a revocable licence to use the Partners' Assets for the purposes of delivering the Services. The licence shall be non-transferable.
- 17.4 Subject to the requirements of clause 39 (General Consequences of Expiry and Termination) and the Exit Plan, in the event of the expiry or termination of the Agreement, the Partners shall on reasonable notice provide the relevant Partner with such access as that Partner reasonably requires to the other Partner's Premises to remove any of the relevant Partner's Assets. All such Assets shall be promptly removed by the said Partner.
- 17.5 The Partners shall ensure that:
- 17.5.1 where using the other Partner's Premises and any Partners' Assets they are kept properly secure and the Partner will comply and cooperate with the Partners' Authorised Representative's reasonable directions regarding the security of the same;
 - 17.5.2 only those of the Partner's Staff that are duly authorised to enter upon the Partners' Premises for the purposes of providing the Services, do so;
 - 17.5.3 any Partners Assets used by the other Partner are maintained according to Best Industry Practice and shall comply with all relevant Consents in relation to such Assets;
 - 17.5.4 they provide all electric power, lighting, office space, heating, equipment, tools, facilities, and other support at the Partner's Premises in connection with the provision of the HIWFRA Services or RBFA Services respectively and the provision of normal office services reasonably needed by the Partner's Staff to perform the Services;
 - 17.5.5 they shall notify the other Partner immediately upon becoming aware of any damage caused by the Partner's respective Staff to any property of the other Partner, to any of the Partner's Premises or to any property of any other recipient of the Services in the course of providing the Services; and
 - 17.5.6 return or restore (as the case maybe) the other Partner's Premises or Assets at the end of the Term in the same or similar condition as at the Commencement Date (fair wear and tear excepted) and ensure they are not removed from the Partner's Premises unless expressly permitted under the Agreement or by the Partners' Authorised Representative
- 17.6 The Partners shall maintain and repair the Partners Assets, however, where such maintenance or repair arises directly from the act, omission, default or negligence of the other Partner or its representatives (fair wear and tear excluded) the costs incurred by the relevant Partner in maintaining and repairing the same shall be recoverable from the other Partner as a debt.
- 17.7 For as long as the Agreement is in force the Partners shall put in place and maintain insurance arrangements in respect of their respective Premises and Assets in accordance with clause 34 (Insurance) of the Agreement.

17.8 The Partners shall notify the other Partner immediately on becoming aware of any damage caused by the Partner, its agents, employees, or Sub-Contractors to any property of the other Partner, to any of the Partners' Premises or to any property of any other recipient of the Services in the course of providing the Services.

18. LICENSING OF DATA

18.1 *Intentionally left blank. See data sharing agreement.*

19. STAFF

19.1 The Partners shall for the Term provide the Staff for the provision of the Services.

19.2 The Partners acknowledge that they do not intend or contemplate the transfer of any of their respective Staff to the other Partner for the purposes of the TUPE Regulations at either the beginning or the end of the Agreement.

19.3 Each Partner shall remain responsible for any and all members of their own Staff in respect of the payment of operating costs, salaries, pensions and any other benefits.

19.4 Each Partner shall be responsible for any disciplinary and grievance procedure for their own Staff.

19.5 Each Partner agrees to indemnify the other Partner for any claims, losses, damages, awards, expenses, or costs made against them by each Partners respective Staff whether in contract, negligence or in breach of statute arising from the actions or omissions of the Partner to which their premises is relevant.

19.6 The Partners agree that it shall be a condition of the Agreement that where it is relevant to the Duties and responsibilities of any Staff or potential Staff employed or to be engaged in the provision of the Services that such Staff shall hold the required qualifications to properly perform those Duties and responsibilities.

20. OBLIGATIONS ON THE PARTNERS IN RELATION TO STAFF

20.1 At all times during the Term, the Partners shall ensure that:

20.1.1 each member of their Staff is technically competent, experienced and properly trained and capable of properly providing and supervising the proper provision of the Services for which they are engaged;

20.1.2 each member of Staff complies with the terms of the Agreement, and the Service Specification in so far as it relates to the part of the Service which they provide;

20.1.3 there is an adequate number of their Staff or alternative capacity to provide and supervise the provision of the Services they are obliged to provide under the Agreement in accordance with the Service Specification;

20.1.4 only those people who are deemed competent in role by the Partners are involved in providing the Services;

20.1.5 all of the Partners' Staff shall comply with both of the Partner's policies, procedures or guidance, applicable to Partner's Premises. These must be made available or communicated to the other Partner; and

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- 20.1.7 the Staff do not enter into any arrangement on behalf of a Partner which sits outside the terms of this Agreement or which contains unusual or onerous terms.
- 20.2 Each Partner shall continue to deal with all Management Issues relating to their own Staff during the Term, even where such Staff may be temporarily supervised by the other Partner. Where appropriate, before actioning any Management Issues that arise, the Partner will consult with the other Partner in relation to any relevant information.
- 20.3 Each Partner shall use its reasonable endeavours to provide any information, documentation, access to its Premises and employees and assistance (including but not limited to giving witness evidence) to the other Partner to deal with any Management Issues concerning the Staff whether under the internal investigation procedures or before any court or tribunal.
- 20.4 Both Partners shall inform the other as soon as reasonably practicable of any other significant or impactful matter that may arise during the Term relating to the Staff or their employment.
- 20.5 Both Partners shall use their reasonable endeavours to ensure that the Staff shall notify the other Partner if the Staff member identifies any actual or potential conflict of interest between the Partners during the Term.
- 20.6 The Partners shall each notify the other as soon as reasonably practicable if staff absence will impact the delivery of partnership services.
- 20.7 During the currency of the Agreement each Partner shall provide to the other Partner any information the Partners may reasonably require relating to any individual employed, assigned, or engaged in providing the services under the Agreement (subject to the applicable Data Protection Legislation).

21. CONTINUOUS IMPROVEMENT

- 21.1 Partners shall commit throughout the Term to identify new or potential improvements to the Services delivered:
- 21.1.1 the emergence of new and evolving relevant technologies which could improve the Services;
- 21.1.2 new or potential improvements to the Services including the quality, responsiveness, procedures, benchmarking methods, performance mechanisms and customer support services in relation to the Services;
- 21.1.3 new or potential improvements to the interfaces or integration of the Services with other services provided, which might result in efficiency or productivity gains or in reduction of operational risk; and
- 21.1.4 Potential process alignment and refinement to deliver Services with greater efficiency, where possible also reducing expenditure and/or at greater benefit to the Partners.
- 21.2 If the Partners agree any Changes to the Services as a result of a review carried out in accordance with this clause 21 (Continuous Improvement), any consequent Changes shall be affected by a variation to the Agreement in accordance with its terms.

22. HEALTH AND SAFETY

- 22.1 The Partners shall, at all times, be responsible for and take all such precautions as are necessary to protect the health and safety of the Staff, employees, volunteers, service users, and any other persons involved in, or receiving goods or services under the Agreement.
- 22.2 The Partners shall at all times comply with the requirements of the Health and Safety at Work Act 1974 and any other acts, orders, regulations and codes of practice pertaining to the health and safety of the Staff, employees and others who may be affected by the Partners' acts or omissions in providing or supervising the provision of the Services under the Agreement whether at their Premises or at such other locations and shall require that any Sub-Contractors likewise comply.
- 22.3 Each Partner shall ensure that its health and safety policy statement (as required by the Health and Safety at Work Act 1974) is made available to the other Partner on request.
- 22.4 While on the other Partner's Premises, the Partners agree that they shall comply and shall ensure that any of their Staff, or any Sub-Contractor appointed by them, complies with any health and safety measures implemented by the other Partner in respect of Staff and other persons working on the respective Premises.
- 22.5 Each Partner agrees that it shall promptly notify the other Partner of any health and safety hazards, which may exist or arise at their Premises, or such other locations of which it may have knowledge, in connection with the performance of the Agreement.
- 22.6 Each Partner agrees that it shall take full responsibility for the adequacy and safety of all operations and methods adopted in the performance of the Service.
- 22.7 Where Staff are Supervised Staff the Partner supervising such Staff shall be responsible for the adequacy and safety of all operations and methods adopted in the performance of the Services.
- 22.8 Each Partner shall notify the other Partner immediately in the event of any incident occurring in the performance of the Agreement in relation to a safety event occurring in the other Partners premises.
- 22.9 The Partners reserve the right to suspend or refuse the provision of the Services in whole or in part (to the extent reasonable) without paying compensation if and whenever one (1) of the Partners is, in the reasonable opinion of the other Partner, in contravention of the Health and Safety at Work Act 1974 and provision within this clause
- 22.10 Services shall not resume without the written agreement of both Partners.

23. EXCLUSION OF LIABILITIES

- 23.1 Notwithstanding any other provision of the Agreement no Partner limits or excludes its liability for:
 - 23.1.1 death or personal injury caused by its negligence;
 - 23.1.2 fraud or fraudulent misrepresentation;

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- 23.1.3 breach of any obligation as to title implied by statute;
 - 23.1.4 breach of clause 25 (Data Protection); or
 - 23.1.5 any other act or omission, liability for which may not be limited under any Applicable Law.
- 23.2 Subject to clause 23.1 and any other terms of the Agreement expressly setting out the Partners' liabilities no Partner shall be liable to or indemnify the other Partner, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
- 23.2.1 loss of surplus or expected surplus;
 - 23.2.2 loss of revenue or anticipated revenues;
 - 23.2.3 loss of savings or anticipated savings;
 - 23.2.4 loss of any opportunity;
 - 23.2.5 loss from employment claims including but not limited to dismissals, grievance, and disciplinary issues;
 - 23.2.6 respective liabilities of the Partners to any third parties for the exercise of their respective functions or obligations; and
 - 23.2.7 any other loss from any indirect, special, or consequential losses arising under or in connection with the Agreement (including any losses that may result from a breach of the Agreement by the Partners, their employees, agents, or Sub-Contractors).
- 23.3. In the Agreement the expression "liabilities" shall be deemed to include all costs, claims, liabilities, expenses and demands made against or suffered or incurred by the relevant Partner.
- 23.4 This clause 23 (Exclusion of Liabilities) shall survive termination and expiry of the Agreement.
- 23.5 Nothing in this clause 23 (Exclusion of Liabilities) shall act to reduce or affect either Partner's general duty to mitigate its loss.

24. MUTUAL INDEMNITIES

- 24.1 Subject to the provisions of the Agreement, and specifically the provisions of clause 23 (Exclusion of Liabilities), for so long as a Partner has complied with its obligations under the Agreement, each Partner shall indemnify, and keep indemnified, the other against all direct losses, damages, costs, expenses, liabilities, claims or proceedings in respect of claims by third-parties against the other including but not limited to:
- 24.1.1 personal injury to or death of any person;
 - 24.1.2 any injury or damage whatsoever to any property, real or personal; and
 - 24.1.3 any wilful default or fraud of any employees, arising from any act or omission of a Partner (the Indemnifying Partner) in the performance of the Agreement, amounting to a breach of an obligation in the Agreement, negligent, default or breach of statutory duty (the Partner's Losses).

- 24.2 The Indemnifying Partner will not be liable to indemnify the other for the Partner's Losses as set out in clause 24.1 above to the extent that the Partner's Losses are due to any negligence, default or breach of statutory duty on the part of the other Partner or their Staff acting in the course of their employment or any Partner's losses that have been previously raised.
- 24.3 Subject to clause 24.1 of the Agreement and any other payments agreed pursuant to the Services, each Partner agrees that its total aggregate liability to the other Partners in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract, breach of statute or otherwise under or in connection with the Agreement, whether or not an insured risk, shall not in any single year of the Agreement exceed a sum that is the total annual efficiency saving arising as a result of the Joint Arrangements.
- 24.4 Each Partner agrees that it shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant Partner is entitled to bring a claim against the other Partner pursuant to the Agreement.
- 24.5 Each Partner shall use reasonable endeavours to inform the other promptly of any circumstances reasonably thought likely to give rise to any claim or proceedings which may be subject to an indemnity under the Agreement and any material developments. The Partners' shall cooperate in the defence of any such claim or proceedings. No settlement or admission properly made by any Partners in dealing with a complaint or in connection with any professional or disciplinary proceedings shall vitiate its right to be indemnified by the other under the Agreement.
- 24.6 Nothing in the Agreement is intended to prejudice or exclude the rights, actions or remedies that may be available to any Partner that it can avail itself of in law or under any other agreement unless expressly stated otherwise.

25. DATA PROTECTION

- 25.1 *Intentionally left blank. See data sharing agreement*

26. RECORDS AND INSPECTION

- 26.1 Each Partner shall maintain current and accurate Records of all work carried out in the provision of the Services undertaken at its Premises or the Fleet Maintenance Centre in accordance with clause 26.2 and each Partner shall ensure that these Records shall be available for inspection by an Authorised Representative of the other Partner at all reasonable times.
- 26.2 The Partners' shall at all times throughout the Term and for a period of six (6) years thereafter maintain full, accurate and auditable electronic and/or hard copies of the Records of all matters relating to the Services.
- 26.3 The Partners shall maintain security safeguards against the destruction or loss or unauthorised use or alteration of Records irrespective of the storage media which are under the Partner's control as part of the Services for the duration of the period that the Partner is required to maintain such Records pursuant to clause 26.2. Such safeguards shall include an obligation on the Partners to ensure that access to Records is only obtained by such Partner's Staff as may be specifically designated by the Authorised Representatives.
- 26.4 If any Records are:

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- 26.4.1 accidentally or wilfully destroyed, otherwise than by the Partner or on the authorisation of the Partner, or;
- 26.4.2 altered without authorisation, the Partner whose Records are the subject of this clause 26 (Records and Inspection) shall immediately notify the other Partner.
- 26.5 Immediately upon expiry or termination of the Agreement for any reason whatsoever the Partners shall at the sole option of the other Partner either in respect of the rightful owner return all Records in an agreed form, timescale and location or destroy all copies thereof.
- 27. RIGHTS OF ACCESS AND INSPECTION**
- 27.1 Each Partner shall allow officers of the other Partner to have reasonable access to its Premises, networks, Records and Staff to enable the other Partner to meet its statutory duties and in the event that the Partner has any concerns regarding the compliance with the Agreement and any relevant statutory provisions.
- 27.2 Any information made available to either Partner or its officers under this clause 27 (Rights of Access and Inspection) shall be treated as Confidential Information.
- 28. CONFIDENTIALITY AND INFORMATION SHARING**
- 28.1 *Intentionally left blank. See data sharing agreement*
- 29. FREEDOM OF INFORMATION**
- 29.1 *Intentionally left blank to review and potentially replace with a data sharing agreement.*
- 30. INTELLECTUAL PROPERTY**
- 30.1 All IPR in any material created or procured by any of the Partners for the purposes of this Agreement or in relation to the provision of the Services shall vest in that relevant Partner.
- 30.2 Where it is not possible to separate one Partner's IPR from another, the Partners shall negotiate an agreement in good faith in order to determine ownership of the Intellectual Property Rights. Where the Partners are unable to determine ownership to one or other Partner, the IPR shall be owned jointly by both Partners.
- 30.3 Where IPR vests in one Partner under clause 30.1 or 30.2, or vests jointly in both Partners under clause 30.2, the Partner in whom the IPR vests grants to the other Partner a perpetual, irrevocable royalty free licence in the IPR for its use in connection with its function as a fire and rescue service.
- 30.4 Each Partner warrants to the other Partners that the Intellectual Property created by it for the purposes of the Agreement or in relation to the provision of the Services will not infringe any third party's Intellectual Property rights.
- 30.5 Each Partner (the Indemnifying Body) shall indemnify the other Partners against any expense, liability, loss or costs arising out of any dispute or proceedings brought by a third party alleging infringement of its Intellectual Property Rights as a result of the

Partner's use of the Intellectual Property Rights created or licensed by the Indemnifying Body for the purposes of the Agreement or in relation to the provision of the Services.

- 30.6 Subject to the provisions of this Agreement the Partners shall ensure that any information held on behalf of the other Partners is returned to the respective Partner on the conclusion or termination of this agreement.
- 30.7 This clause 30 (Intellectual Property) shall survive termination and expiry of this Agreement.
- 30.8 The Partners shall hold an up-to-date record of IPR arising under this clause 30.

31. WARRANTIES AND REPRESENTATIONS

31.1 Each Partner warrants, represents and undertakes that at the date of this Agreement:

- 31.1.1 it has full capacity and authority to enter into and to perform the Agreement;
- 31.1.2 the Agreement is executed by a duly authorised signatory of that Partner;
- 31.1.3 it is properly constituted under the laws of England and Wales and has the power to own its assets and to carry on its business and statutory functions as it is now being conducted;
- 31.1.4 there are no actions, suits or proceedings or regulatory investigations pending or, to that Partner's knowledge, threatened against or affecting that Partner before any court or administrative body or arbitration tribunal that might affect the ability of that Partner to meet and carry out its obligations under the Agreement;
- 31.1.5 once duly executed and completed, the Agreement will constitute its legal, valid and binding obligations; and
- 31.1.6 neither the Partner nor any of its Staff:

- (a) to the best of its knowledge has been or is the subject of any investigation, enquiry, or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or any alleged offence under any applicable law, statute, regulations, and codes relating to anti-bribery and anti-corruption legislation, including the Bribery Act 2010; and

- (b) is not the subject of any other obligation, compliance with which will or is likely to have a material adverse effect on the ability of the Partner to perform its obligations under the Agreement;

31.2 Each Partner warrants, represents and undertakes that during the Term of the Agreement:

- 31.2.1 it will use all reasonable endeavours to ensure that the other Partner shall acquire title to any assets sold or transferred to it (and/or its nominee) in the course of the provision of the Services or pursuant to the operation of the Exit Plan (as the case may be) with full title guarantee and free from all encumbrances;

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- 31.2.2 it shall discharge its obligations hereunder with all due skill, care and diligence;
 - 31.2.3 it will perform and procure the performance of its obligations under the Agreement in compliance with all Applicable Laws and the Service Specification;
 - 31.2.4 it has and will continue to hold, all Consents and regulatory approvals necessary to provide the HIWFRA Services or the RBFA Services as appropriate; and
 - 31.2.5 it shall discharge its obligations under the Agreement using Staff of the required level of skill, experience and qualifications for the performance of the Service for which they are employed and with all due skill, care and diligence including in accordance with Best Industry Practice, and the Partners rely upon such warranties and representations as are given by the other under this clause.
- 31.3 The Partners undertake, warrant, and represent to each other that full particulars of the terms of employment of all the Staff (including all remuneration, incentives, bonuses, expenses and other payments and benefits whatsoever payable for the Staff) have been disclosed to the other.
- 31.4 The Partners agree that the warranties set out in this clause 31 (Warranties and Representations) are in lieu of and exclude all other terms, conditions or warranties implied by statute, law or otherwise as to the merchantability, satisfactory quality of fitness for any particular purpose of the Services to the fullest extent permitted by law.

32. COMPLIANCE WITH APPLICABLE LAWS

- 32.1 The Partners shall at all times carry out and provide the Services in compliance with all Applicable Laws. The Partners shall maintain such records as are necessary pursuant to such Applicable Laws and shall promptly on request make them available for inspection by any relevant authority that is entitled to inspect them and by the Partners or their Authorised Representative.
- 32.2 The Partners shall, through the Joint Delivery Team, consult with each other on the manner, form and timing of changes required to meet any changes in Applicable Laws where they would impact the Services. The Partners shall not implement any change, without consultation and agreement by the Partners at Joint Management Board.

33. FORCE MAJEURE

- 33.1 Subject to the remaining provisions of this clause 33 (Force Majeure), neither Partner to the Agreement shall be liable to the other for any delay or non-performance of its obligations under the Agreement to the extent that such non-performance is due to a Force Majeure Event.
- 33.2 In the event that either Partner is delayed or prevented from performing its obligations under the Agreement by a Force Majeure Event, such Partner shall:
 - 33.2.1 give notice in writing of such delay or prevention to the other Partner as soon as reasonably practicable, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;

- 33.2.2 use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under the Agreement; and
- 33.2.3 resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.
- 33.3 A Partner cannot claim relief if the Force Majeure Event is:
 - 33.3.1 attributable to that Partner's wilful act, neglect, or failure to take reasonable precautions against the relevant Force Majeure Event; or
 - 33.3.2 it should have been reasonably foreseeable at the time and the Partner should, acting reasonably, have made appropriate provision to avoid or mitigate the same.
- 33.4 As soon as practicable following the affected Partner's notification, the Partners shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of the Agreement.
- 33.5 Where a Partner has been delayed or prevented from performing its obligations under the Agreement due to a Force Majeure Event for a continuous period of twelve (12) months, or for twelve (12) months in any eighteen (18) month period, either Partner may terminate the Agreement. No compensation shall be paid by either Partner to the other as a result of the termination.
- 33.6 The affected Partner shall notify the other Partner as soon as practicable after the Force Majeure Event ceases or no longer causes the affected Partner to be unable to comply with its obligations under the Agreement. Following such notification, the Agreement shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event unless agreed otherwise by the Partners in writing as a variation to the Agreement.
- 33.7 Nothing in this Agreement shall prevent the non-affected Partner from sourcing services similar to the HIWFRA Services or the RBFA Services, as appropriate, from a third party, where the affected Partner is delayed or prevented from providing the services by a Force Majeure Event.

34. INSURANCE

- 34.1 The Partners shall maintain in force such insurance arrangements with a reputable Insurance company, alternatively on an appropriate self-insured basis as are adequate to cover potential liabilities under the Agreement including but without prejudice to the generality of the foregoing:
 - 34.1.1 public liability insurance arrangements for a sum of no less than ten million pounds (£10,000,000) against any one (1) claim or series of claims arising from any one (1) cause in a single calendar year;
 - 34.1.2 employer's liability insurance arrangements for a sum no less than ten million pounds (£10,000,000) for claims arising from against any one (1) claim or series of claims arising from any one (1) cause in a single calendar year and

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34.1.3 statutory road risks insurance allowing a Partner's Staff to drive vehicles belonging to the other Partner, such insurance to be on a comprehensive basis.

34.2 Each Partner shall provide to the other Partner upon request a copy of each insurance policy or details of the relevant arrangements. On the renewal of each policy or relevant arrangements, the Partners shall promptly on request supply a copy of the relevant certificates of insurance and receipts of the premium paid alternatively documentary evidence of the relevant arrangements to each other as evidence that such policies or arrangements remain in force.

35. BUSINESS CONTINUITY AND THE MANAGEMENT OF RISKS

35.1 The Partners agree to the joint assessment and management of risk (relevant to the services of the agreement) and ensuring business continuity of the Services. The ownership of risk remains the responsibility of each FRA.

35.2 Each Partner accepts that the other Partner has to meet its obligations under the Civil Contingencies Act 2004 and other Duties. Under the Agreement each Partner agrees to assist the other in meeting its obligation under this legislation and each Partner shall provide mutual aid to the other Partner to meet their respective Duties in the event of a major incident, including the mobilisation of resources where necessary, for events within the scope of partnership activity.

35.3 The Partners shall ensure that Business Continuity Plans are in place throughout the Term in relation to the carrying out of each Partner's functions in the event of a disruption to the Joint Working Arrangements.

36. TERMINATION FOR BREACH OF THE AGREEMENT

36.1 If either Partner (the Defaulting Partner):

36.1.1 commits a material Default of the Agreement, which is capable of remedy, but has not been remedied in accordance with the provisions of the Remediation Plan Process at clause 37 (Remediation Plan Process), or

36.1.2 commits a material Default which is not capable of remedy, or

36.1.3 commits a Default on a persistent or repeated basis, or

36.1.4 is in material Default of:

(a) clause 31 (Data Protection);

(b) clause 29 (Freedom of Information); and

(c) clause 28 (Confidentiality and Information Sharing),

36.1.5 or commits a Default of the Agreement (other than as a consequence of a Default by the non-defaulting Partner) which results in the criminal investigation, prosecution and conviction of the Partner or any Sub-Contractor under the Health and Safety Regime. In determining whether to exercise any right of termination pursuant to this clause 36.1.5, the non-defaulting Partner shall:

- (a) act in a reasonable and proportionate manner having regard to such matters as the gravity of any offence and the identity of the person committing it; and
 - (b) give all due consideration where appropriate action other than termination of the Agreement, then the non-defaulting Partner may (subject in the case of clause 36.1.1 to having first complied with the provisions of clause 37 (Remediation Plan Process)), without prejudice to any other rights or remedies of the non-defaulting Partner, terminate the Agreement by notice in writing (a Termination Notice), such notice to have effect from the date specified in it.
- 36.2 The non-defaulting Partner shall be entitled to carry out themselves, or engage a third party to carry out, the Services or any of them on a temporary basis, without terminating the Agreement, for a period of up to twelve (12) months where:
- 36.2.1 the Defaulting Partner is in default, or
 - 36.2.2 the other Partner is prevented from providing some or all of the Services by a Force Majeure Event.
- 36.3 Where costs have been incurred by the non-defaulting Partner under clause 36.2.1, the Defaulting Partner shall be liable to pay to the non-defaulting Partner those additional costs incurred by the non-defaulting Partner over and above the costs that it would have paid under the Agreement for the same or similar Services as if the default had not occurred. The provisions of this clause 36.3 shall not have the effect of excluding, diminishing, or reducing any other rights or remedies that the non-defaulting Partner may have under the Agreement, in equity or at common law.
- 36.4 Each Partner shall bear its own costs of the appointment of a third-party under clause 36.2.2.

37 REMEDIATION PLAN PROCESS

- 37.1 Should a disruption or change to the delivery of the service specification require formal remediation, the Defaulting Partner responsible for the disruption or change shall submit a draft Remediation Plan within ten (10) Working Days to the other partner outlining the steps to return the service specification to the originally agreed position.
- 37.2 Once a Remediation Plan is agreed, the Defaulting Partner shall immediately implement the actions it is required to make in the Remediation Plan.
- 37.3 If a Remediation Plan cannot be agreed within fourteen (10) Working Days of the Defaulting Partner's receipt of a Remediation Plan then the non-defaulting Partner may elect to refer the matter to the Dispute Resolution Procedure.
- 37.4 If a Remediation Plan is agreed between the Partners, but the Defaulting Partner fails to implement or successfully complete the Remediation Plan by the required remediation plan completion date, the non-defaulting Partner may:
- 37.4.1 give the Defaulting Partner a further opportunity to resume full implementation of the Remediation Plan; or

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37.4.2 escalate any issues arising out of the failure to implement the Remediation Plan to the Defaulting Partner's Authorised Representative in accordance with the Dispute Resolution Procedure; or

37.4.3 terminate the Agreement in accordance with clause 36.1.1.

38. TERMINATION WITHOUT DEFAULT

38.1 The Partners may terminate the Agreement by agreement (Consensual Termination). Termination shall take effect after such reasonable period as shall be specified by the Joint Management Board (providing a minimum of a twelve (12) month notice period) and formalised in writing to the other Partner.

38.2 Termination shall be without prejudice to any rights or liabilities of the terminating Partner to each other and accrued as at the date of termination.

38.3 Upon termination of the Agreement in accordance with this clause 38 (Termination Without Default) the Partners shall comply with the Exit Plan.

38.4 This clause 38 (Termination Without Default) shall survive termination and expiry of the Agreement.

39. GENERAL CONSEQUENCES OF EXPIRY AND TERMINATION

39.2 Prior to expiry of the Agreement or a Consensual Termination and following the service of a Termination Notice for any reason, the Partners shall continue to provide the Services in accordance with the Service Specification and shall ensure that there is no reduction or degradation in the standards of the Services prior to the end of the Term.

39.3 On expiry or termination of the Agreement howsoever arising each Partner shall, at the request of the other, deliver to the other Partner on request or destroy:

39.3.1 all or any records of the relevant Partner and any records, documentation, drawings, data, or other information produced or received for the purposes of the Agreement and stored on whatever medium;

39.3.2 all the property issued or made available to the other Partner (including but not limited to materials, clothing, equipment, vehicles, documents, information and access keys) in its possession or under its control or in the possession or under the control of any Staff.

39.4 Where a Partner destroys any materials under clauses 39.3.1 or 39.3.2 above, it shall provide a certificate signed by an authorised signature confirming that such materials have been destroyed.

39.6 On the last day of the Term (whether the Agreement ends on Expiry or Termination), the Partners shall prepare and agree a Termination Reconciliation Statement identifying any final payments due by either Partner up to the last day of the Term, based on information known at the time.

39.7 Where any payment is due in accordance with clause 39.6 any Partner to whom sums are due shall issue an invoice for those sums and the provisions of clauses 13.5, 13.6, 13.9 and 13.10 applicable to a Quarterly Invoice shall apply to any invoice submitted. Failure to make payment within the period specified shall be a breach of the Agreement and actionable as such.

- 39.8 Where any reconciliation is required following the Expiry or Termination of the Agreement it shall be carried out in accordance with paragraph 6.4 of Schedule 6 (Exit Plan).
- 39.9 During:
- 39.9.1 the last six (6) months of the Term (where the Agreement expires under clause 4 (Commencement and Duration) or terminates under clause 38 (Termination without Default); or
 - 39.9.2 the period from the date of service of the Termination Notice until the end of the Term (where the Agreement terminates for any other reason) the Partners shall use all reasonable endeavours to assist each other in the transfer of the provision of the Services back to the relevant Partner or third party nominated by them. Assistance shall be provided in accordance with the Exit Plan at Schedule 6,
- 39.10 Where the Agreement expires under clause 4 (Commencement and Duration) due to expiry of the Initial Term, neither Partner shall be liable for any compensation or other payments arising as a result of the expiry of the Term.
- 39.11 Where the Agreement terminates due to clause 38 (Termination without Default) then the Assets and liabilities of the Partners shall be dealt with by agreement between the Partners as part of the decision made to agree to terminate the Agreement, and in accordance with the Exit Plan.
- 39.12 Where the Agreement Terminates under clause 36 (Termination for Breach of the Agreement) then subject to clause 23 (Exclusion of Liabilities) the Defaulting Partner shall be liable to the non-defaulting Partner for all costs arising as a result of the Termination in accordance with the provisions of the Agreement.

40. CONTINUING OBLIGATIONS

- 40.1 Save as otherwise expressly provided in the Agreement:
- 40.1.1 termination or expiry of the Agreement shall be without prejudice to any accrued rights or obligations under the Agreement at the Termination Date; and
 - 40.1.2 termination of the Agreement shall not affect the continuing rights and obligations of the Partners under any provision of the Agreement which is expressed to survive termination, or which is required to give effect to such termination or the consequence of such termination.

41. DISPUTE RESOLUTION PROCEDURE

- 41.1 The Partners shall attempt, in good faith, to resolve any Dispute promptly by negotiation. If the Dispute cannot be resolved by the Authorised Representatives, then the Dispute shall be referred, by the Authorised Representatives, by the issue of notice to the Joint Management Board in writing (Dispute Notice) that a Dispute has arisen.
- 41.2 If the Joint Management Board does not resolve the Dispute within twenty-one (21) days of the date of receipt of the Dispute Notice by all members of the Joint Management Board then the Joint Management Board shall refer the Dispute Notice internally, escalating beyond the members of the Joint Management Board.

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- 41.3 If, within thirty (30) days of the Dispute Notice, the Partners have failed to agree on a resolution, either Partner may refer any Dispute for mediation pursuant to this clause 41.3, and it shall be a condition precedent to the commencement of any court proceedings that mediation has been attempted. Neither Partner may commence court proceedings before conclusion of the mediation provided that no Partner in its capacity as a Fire and Rescue Authority is likely to breach any statutory duty, obligation, or function.
- 41.4 Where a Dispute cannot be resolved in accordance with clauses 41.1 to 41.3, either Partner may refer the matter to mediation in accordance with the Centre for Effective Dispute Resolution's (CEDR) "Model Mediation Procedure".
- 41.5 If the Dispute is not resolved within ninety (90) days of the initiation of the mediation, or if either Partner will not actively participate in the mediation process, then either Partner may commence proceedings.
- 41.6 During the course of any Dispute, the Partners shall continue to provide the Services and to perform their obligations under the Agreement notwithstanding any Dispute or the implementation of the procedures set out in this clause 41 (Dispute Resolution Procedure).
- 41.7 Nothing in this clause shall prejudice the right of either Partner to apply to the court for interim relief to prevent the violation by the other Partner of any proprietary interest or breach of that Partner's obligations, or to obtain specific performance in relation to any obligation under the Agreement.

42. ASSIGNMENT AND NOVATION

- 42.1 Subject to the provisions of the Agreement, neither Partner shall assign, Sub-Contract, novate or otherwise dispose of any or all of its rights and obligations under the Agreement.

43. VARIATIONS

- 43.1 No variation or Changes to the Agreement shall have effect unless made in writing following legal consultation as applicable and signed by duly Authorised Representatives of both of the Partners.

44. WAIVER AND ACCUMULATION OF REMEDIES

- 44.1 Failure of the Partners to exercise any right or remedy shall not constitute a waiver of that right or remedy.
- 44.2 No waiver shall be effective unless it is communicated to the Partners in writing and expressly stated to be a waiver.
- 44.3 A waiver of a right or remedy arising from a breach of the Agreement shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 44.4 The rights and remedies provided by the Agreement are cumulative and unless otherwise provided in the Agreement are not exclusive of any rights or remedies provided at law, in equity or otherwise under the Agreement.

45. PARTNERSHIP AND AGENCY

45.1 Unless otherwise stated in the Agreement, nothing in the Agreement is intended to create a legal relationship of any kind that would impose liability on one Partner for the act or failure to act of the other Partner, or to authorise either Partner to act as agent for the other Partner. Neither Partner shall make representations, act in the name of, on behalf of or otherwise bind the other Partner.

46. PUBLICITY AND BRANDING

46.1 The Partners agree that they shall not:

46.1.1 make any press announcements or publicise the Agreement or its contents in any way; or

46.1.2 use the name or brand of the other Partner in any promotion or marketing or announcement, without the prior written consent of the other Partner.

47. SEVERANCE

47.1 If any provision of the Agreement is held invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from the Agreement and shall in no way impair or affect the remainder of the provisions which shall remain in full force and effect.

47.2 If a provision of the Agreement that is fundamental to the accomplishment of the purpose of the Agreement is held to any extent to be invalid, the Partners shall immediately commence good faith negotiations to remedy such invalidity. Neither Partner shall unreasonably withhold or delay their agreement to any such matters.

48. PUBLIC FUNCTIONS

48.1 Nothing contained or implied herein shall prejudice or affect the Partners' rights, powers, discretions, duties, and obligations in the exercise of their functions as a Fire and Rescue Authority and/or in any other capacity.

48.2 All rights, powers, discretions, duties, and obligations of the Partners under all public and private statutes, bylaws, orders and regulations and statutory regulations and statutory instruments may at all times be fully and effectually exercised as if the Partners were not parties to the Agreement and as if the Agreement had not been made.

48.3 The exercise of such rights, powers, discretions, duties, and obligations shall not lead to any liability under the Agreement (howsoever arising) on the part of a Partner to the other Partner without affecting the premise under which the Agreement is entered into that they are jointly working together to carry out their public tasks.

49. ENTIRE AGREEMENT

49.1 The Agreement and the Schedules and Appendices hereto constitute the entire agreement and understanding between the Partners in respect of the matters dealt with in it and supersede, cancel, and nullify any previous agreement between the Partners in relation to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.

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49.2 Each of the Partners acknowledges and agrees that, in entering into the Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in the Agreement. The only remedy available to either Partner in respect of any such statement, representation, warranty, or undertaking shall be for breach of contract under the terms of the Agreement or annexures hereto.

49.3 Nothing in this clause 49 (Entire Agreement) shall operate to exclude any liability for fraud.

50. GOVERNING LAW AND JURISDICTION

50.1 The Agreement and any disputes or claims arising out of or in connection with it, its subject matter or formation (including noncontractual disputes or claims) shall be governed by and construed in accordance with English law and submitted to the exclusive jurisdiction of the English courts.

51. COUNTERPARTS

51.1 The Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of the Agreement, but all the counterparts shall together constitute the same agreement.

The Agreement has been entered into on the date stated at the beginning of it.

THE COMMON SEAL of the
HAMPSHIRE FIRE AND RESCUE AUTHORITY
was hereunto affixed in the presence of:

.....

THE COMMON SEAL of the
ROYAL BERKSHIRE FIRE AUTHORITY
was hereunto affixed in the presence of:

.....

Schedule 1 - Definitions

The definitions and rules of interpretation in this Schedule 1 apply throughout the Agreement.

Agreement	means this Agreement entered into by the Partners;
Applicable Law	means the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services;
Assets	means any materials, plant or equipment owned or held by the Partners respectively and provided by the Partners for use in providing the Services or in connection with the Joint Working Agreement as identified in Schedule 3 (Assets and Premises);
Asset Management System	An IT solution utilised by the Partners, provided by HIWFRA to keep records of all vehicle and fleet associated equipment assets maintenance activity;
Authorised Representatives	means the persons respectively designated from time to time by HIWFRA and RBFA for the purposes of acting on behalf of the Partners in connection with the Agreement;
Best Industry Practice	means that degree of skill, care and diligence and operating practice which would reasonably and ordinarily be expected from time to time of a fleet repair and maintenance company having experience in the industry in England, having regard to factors such as the nature and size of the organisation, the Service Specification, the term, the level of resources committed to the Service, the pricing structure and any other relevant factors;
Budget	shall mean the total estimated delivery costs for all the Partners;
Business Continuity Plan	means a plan which sets out the procedures to be adopted by each Partners in the case of an Emergency or other disruption to the Service (including the procedures to be taken by the Partner in planning and providing for any such event);
CEDR	means the Centre for Effective Dispute Resolution;

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Change	means any change to the Agreement including to any of the Services;
Charges	means all and any sums which may become due and payable pursuant to the Agreement;
Consumer Prices Index	means the Consumer Price Index as published by the office for National Statistics from time to time, or failing such publication, that other index as the Partners may agree most closely resembles such index;
Commercially Sensitive Information	means all information notified to a Partner, by the other Partner, in writing as being commercially sensitive and all information marked as Commercially Sensitive Information;
Confidential Information	means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, Staff and suppliers of the disclosing Partner, together with all information derived by the receiving Partner from any such information and any other information clearly designated by a Partner as being confidential to it (whether or not it is marked "confidential"), or which ought reasonably be considered to be confidential;
Consensual Termination	shall have the meaning given to it in clause 38.1;
Consents	means all permissions, consents, approvals, certificates, permits, licences, agreements and authorities (whether statutory, regulatory, contractual or otherwise) necessary or the provision of the Services;
Constitution	means the documents comprising the constitution or the rules regulating the conduct of the affairs of the Partner; its contract rules, standing orders, financial orders and any other governance requirements that may be in force from time to time;
Contract Year	means, in the first year of the Term the period commencing on the Effective Date ending on the 31 March 2025 and thereafter a period of twelve (12) months commencing on 1 April each year and ending on 31 March the following calendar year;
Data Controller	shall have the meaning set out in the UK GDPR;

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Data Processor	shall have the meaning set out in the UK GDPR;
DPA 2018	the Data Protection Act 2018;
Data Loss Event	any event that results, or may result, in unauthorised access to Personal Data held by Parties under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
Data Protection Impact Assessment	an assessment by RBFA of the impact of the envisaged Processing on the protection of Personal Data;
Data Protection Legislation	(i) all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR, and the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (ii) (to the extent that it may be applicable) the EU GDPR). The UK GDPR and EU GDPR are defined in section 3 of the Data Protection Act 2018;
Data Protection Officer	shall take the meaning set out in the UK GDPR;
Data Subject	shall have the meaning set out in the UK GDPR;
Data Subject Access Request	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
Default	means any default of any Partner in complying with its obligations under the Agreement including any Service Failure except where any such default arises from any action or omission of the other Partner that contributes to the purported defaulting Partner in being able to perform any of its obligations under the Agreement or in the performance of any obligation under the Applicable Law that may be in direct conflict with the Agreement;
Defaulting Partner	shall have the meaning set out in clause 36.1;
Dispute	means any dispute under the Agreement;
Dispute Notice	shall have the meaning set out in clause 41.1;

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Dispute Resolution Procedure	means the dispute resolution procedure set out in clause 41;
Diversity Policy	means a policy setting out a Partner's position on promoting diversity in compliance with all Applicable Laws and to promote best practice;
Due Date	shall have the meaning set out in clause 13.5;
Duties	means the services of the Staff as detailed in Schedule 2 (Service Specification) and shall include any other services that may be agreed between the parties from time to time and which shall be incorporated as a part of the Agreement;
Effective Date	means 1st April 2024
Emergency	means an event as defined in the Business Continuity Plan or in the absence of the same then it shall be given the same meaning under the Civil Contingencies Act 2004;
Employment Contract	means the terms of employment between the Partner and its respective Staff at the date of the Agreement, subject to any changes in the Staffs salary or other benefits in accordance with the Partner's usual procedures from time to time;
Environmental Information Regulations or EIR	the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
Equalities Policy	means a policy setting out a Partner's position on equal opportunities in compliance with Applicable Laws and to promote best practice;
Exit Plan	means the plan for the provision of the Services in the event of the expiry or termination of the Agreement for any reason, which is set out in Schedule 6 (Exit Plan);
Final Reconciliation Statement	means the final reconciliation statement prepared as part of the Winding Up Accounts and agreed by the Partners following termination or expiry of the Joint Working Arrangements and which identifies the final amounts for reconciliation between the Partners and any balancing payment due;

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Financial Contributions	means the financial obligations and payments that each Partner is required to fulfil or make in accordance with Schedule 4 (Charges);
Fire and Rescue Authority	shall have the same meaning as under the Fire and Rescue Services Act 2004;
Fleet Maintenance Centre	means the Fleet Maintenance Centre at Eastleigh;
Force Majeure Event	means any cause affecting the performance by a Partner of its obligations under the Agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm, industrial action or earthquake and any disaster;
FOIA	means the Freedom of Information Act 2000, and any subordinate legislation made under the 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
Health and Safety Regime	means the Food Safety Act 1990 (and associated regulations), the Health & Safety at Work etc. Act 1974 (and associated regulations), the Fire Precautions Act 1971, the Environmental Protection Act 1998, the Water Industry Act 1991, the Water Resources Act 1991 and any similar or analogous health, safety or environmental legislation in force from time to time;
HIWFRA	means Hampshire and Isle of Wight Fire and Rescue Authority;
Indemnifying Body	shall have the meaning given to it in clause 30.5;
Indemnifying Partner	shall have the meaning set out in clause 24.1;
Information Laws	means the FOIA, the EIR and the Data Protection Legislation;
Initial Term	means the period commencing on 1 April 2024 and ending on 31 March 2029

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Intellectual Property, Intellectual Property Rights or IPR	means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites;
IRP	means intellectual property rights;
Joint Delivery Team	Shall be the body more particularly described in clause 14 (Governance) and paragraph 2 of schedule 5 (Governance)
Joint Management Board	shall be the body more particularly described in clause 14 (Governance) and paragraph 1 of Schedule 5 (Governance);
Joint Arrangements or Joint Working Agreement	means the terms and conditions of the Agreement;
LED	Law Enforcement Directive (Directive (EU) 2016/680)
Management Issues	all those matters under an Employment Contract requiring action, investigation and/or decisions by a Partner including in particular (by way of illustration only and without limitation) appraisals and performance issues; pay reviews and the award of other payments and benefits under the Employment Contract; periods of annual, sick or other leave; absence of the Staff for any other reason; any complaint about the Staff (whether or not that would be dealt with under the Partner's disciplinary procedure) and any complaint or grievance raised by the Staff (whether or not that

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	would be dealt with under the Partner's grievance procedure);
New Provider	means a supplier (who is not a Partner) appointed by a Partner to supply the Services, similar services or services received in substitution to the Services following the expiry, termination or partial termination of the Agreement;
Partners	shall mean a reference to HIWFRA and the RBFA collectively; the reference to Partner shall mean any one of the Partners;
Partner's Losses	shall have the meaning set out in clause 24.1;
Payment Plan	means the plan for payment of the Charges as set out in Schedule 4 (Charges);
Personal Data	shall have the meaning set out in the UK GDPR;
Personal Data Breach	shall have the meaning set out in the UK GDPR;
Post Termination Period	means the period after the Pre-Termination Period and ending at the date that the last of all debts, liabilities and underlying contracts have been settled pertaining to the respective Partner to the satisfaction of all Partners;
Premises	means such areas of property or facilities or such other areas as the respective Partner provides which is to be made available for use for the provision of the Services on the terms set out in the Agreement and which shall, in relation to HIWFRA, include the Fleet Maintenance Centre;
Pre-Termination Period	means the period that commences on either; <ul style="list-style-type: none"> (a) the date of service of a valid Termination Notice or (b) the date of the Partners' decision not to extend the Initial Term of the Agreement under clause 4 (Commencement and Duration) or

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	<p>(c) the date of the Partners' decision to effect a Consensual Termination;</p> <p>and ends on the Termination Date;</p>
Processor Personnel	all directors, officers, employees, agents, consultants and contractors of HIWFRA and/or of any sub-contractor of HIWFRA;
Procurement Legislation	means the Public Contracts Regulations 2015 (as amended from time to time) and all applicable laws and regulations relating to the procurement of services, supplies and works and any relevant EU directives and decisions including where applicable any best practice guidance issued from time to time;
Protective Measures	appropriate technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation and this Agreement, which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;
Quarter Day	means each of thirty first (31) March (with reasonable adjustment made to achieve end of year reconciliation), thirtieth (30) June, thirtieth (30) September and thirty first (31) December;
Quarterly Invoice	shall have the meaning set out in clause 13.4;
Quarterly Reconciliation	shall mean the process set out in clause 13;
Quarterly Reconciliation Statement	shall have the meaning set out in clause 13.2;
Receiving Employer	shall have the meaning given to it in clause 21.1;
Records	means the Agreement and all documents, data or other information relating to, produced, or

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	received as part of or in connection with the Service and stored on whatever medium;
Relevant Partner	shall have the meaning set out in clause 16.5;
Remediation Notice	means a written notice given by the RBFA to HIWFRA pursuant to clause 37.1 to initiate the Remediation Plan Process;
Remediation Plan	means the plan agreed in accordance with clause 37 (Remediation Plan Process) for the resolution of a Default;
Remediation Plan Process	means the process for resolving any Defaults of the respective Partners as set out in clause 37 (Remediation Plan Process);
Representatives	means HIWFRA's Representative and the RBFA's Representative;
Request for Information	means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations pertaining to information supplied and held on behalf of another Partner pursuant to the terms of the Agreement;
RBFA	means Royal Berkshire Fire Authority;
Schedules and/ or Appendices	means any document appended to the Joint Working Agreement for the purpose of expansion or clarification.
Services	means the Services provided by either Partner or provided jointly, whether in whole or a part thereof and as more particularly described in the Service Specification and references to Services shall include the HIWFRA Services and the RBFA Services;
Service Failure	means a failure to provide the Services in accordance with the Service Specification at Schedule 2;
Service Specification	means the details of the Services as set out in Parts A and B of Schedule 2 (Service Specification);

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Software Licences	shall have the meaning set out in clause 18.1;
Special Category Data	shall have the meaning set out in the UK GDPR;
Staff	means the respective employees, staff, other workers, agents and consultants of the Partners and of any Sub-Contractor's employees of the Partners who will directly perform services pursuant to the terms of the Agreement;
Standards and Policies	means a Partner's reasonable internal policies and procedures, together with any other local government recognised standards and any specified policies or procedures as notified to the other Partner from time to time;
Sub-Contract	means any contract between a Partner and a third party entered into in accordance with the Agreement and specifically clause 16 (Subcontracting and Assignment) and pursuant to which the Partner contracts to source the provision of any of the Services from that third party;
Sub-Contractor	means any third-party which enters into a Sub-Contract with a partner in accordance with the terms of the Agreement and specifically clause 16 (Sub-contracting and Assignment);
Sub-processor	any third party appointed to process Personal Data on behalf of HIOWFRA related to this Agreement;
Supervised Staff	means those Staff who are employed and are managed by a Partner;
Term	means the period of the Initial Term as may be varied by: <ul style="list-style-type: none"> (a) any extensions to the Agreement which are agreed pursuant to clause 4 (Commencement and Duration); or (b) the earlier termination of the Agreement in accordance with the Agreement including clauses 36 (Termination for Breach of

	Agreement) and clause 38 (Termination without Default);
Termination Date	means the date of expiry or earlier termination of the Agreement;
Termination Notice	means any notice to terminate the Agreement which is given by either Partner in accordance with clause 36.1;
Termination Reconciliation Statement	shall have the meaning given to it in clause 45.6;
Asset Management System	The system used by partners to support the management of assets and the delivery of services;
UK GDPR	the UK General Data Protection Regulation;
Unavoidable Costs	shall mean any other costs, expenses losses or liabilities attributed to or associated with the provision of the Services which are not recoverable under a policy of insurance and are not losses:
VAT	Means value added tax as provided for the Value Added Tax Act 1994;
Winding Up Accounts	means a balance sheet and a profit and loss account of the Joint Working Arrangements for the period beginning on the last Accounts Date and ending on the Winding Up Date produced in accordance with paragraph 6 of Schedule 6 (Exit Plan);
Winding Up Date	means the date on which the winding up of the Joint Working Arrangements is completed whether the Joint Working Agreement comes to an end by the effluxion of time or earlier by agreement or otherwise;
Withdrawing Partner	means the Partner that has served a valid notice to terminate its interest in the Agreement in accordance with clause 30 or a Partner in relation to whom the Joint Management Board has decided to remove from membership of the Joint Working Agreement or any Partner where there is

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	a decision to wind up the Joint Working Arrangements;
Working Day	means Monday to Friday, excluding any public holidays in England and Wales.

Schedule 2 - Service Specification

S2.1 This Schedule reflects the Service Specification which is envisaged at the commencement of the partnership. The responsibilities of the Partners are set out below.

PARTNERSHIP SERVICES

S2.2 Compliant Fleet (Asset) Management of all HIWFRA and RBFA vehicles and fleet associated equipment.

S2.3 Safety Inspections relating to vehicles and fleet associated equipment belonging to HIWFRA or RBFA. Inspections will usually be undertaken by technicians operating from a Mobile Service Van Standardised inspection sheets will be used.

S2.3 Scheduled Maintenance (Heavy Fleet) — This type of maintenance is to be undertaken at the Fleet Maintenance Centre usually consisting of an A or B service completed at annual intervals Standardised service inspection and recording will be completed.

S2.4 Scheduled Maintenance (Heavy Fleet Equipment Assets) — This class typically will include (but is not limited to) Ladders, Light Portable Pumps, Positive Pressure Ventilation Fans, Rescue Equipment and Generators. Maintenance will be undertaken at the Fleet Maintenance Centre at the same time as the parent vehicle. Standardised service inspection and recording will be completed.

S2.5 Scheduled Maintenance (Specialist) — This is maintenance of a nature which requires specialist skills not available within the Partnership. A specialist third party contractor will be engaged to undertake the maintenance on behalf of the Partners in accordance with Clause 16).

S2.6 Scheduled Maintenance (Light Fleet) — HIWFRA Light Fleet will be maintained at the Fleet Maintenance Centre. RBFA Light Fleet can be maintained at the Fleet Maintenance Centre at the request of RBFA subject to agreement by the Partners following consideration of available capacity within the Partnership, but will usually be managed by RBFA.

S2.7 Unscheduled Maintenance (Heavy Fleet and associated Equipment Assets) — Where possible and appropriate defect resolution activity will be undertaken by a technician operating from a Mobile Service Van. If the maintenance is of a severity or complexity which means it cannot be rectified by a Mobile Service Van then the maintenance will be undertaken at the Fleet Maintenance Centre.

S2.8 Unscheduled Maintenance (Light Fleet) — Where possible and appropriate defect resolution activity will be undertaken by a technician operating from a Mobile Service Van. If the maintenance is of a severity or complexity which means it cannot be rectified by a Mobile Service Van then the maintenance will be undertaken at the Fleet Maintenance Centre.

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S2.9 Unscheduled Maintenance (Specialist) — This is maintenance of a nature which requires specialist skills not available within the Partnership. A specialist third party contractor will be engaged to undertake the maintenance on behalf of the Partner in accordance with Clause 16).

S2.10 Vehicle Movements - each partner has primary responsibility for the movement of their own vehicles and assets. A Partner may request that the other Partner undertakes a vehicle movement on their behalf. Communication will be maintained between the Partners whilst maintenance is being undertaken at the FMC to ensure the most efficient movement of vehicles.

S2.11 Scheduling of Vehicles and Heavy Fleet Equipment Assets at the Fleet Maintenance Centre (Scheduled Maintenance) — A monthly scheduling plan will be produced by HIWFRA. If RBFA needs to amend the agreed plan RBFA shall ensure that notice is given to HIWFRA to enable HIWFRA to manage the demand which is placed on the Fleet Maintenance Centre. The Partners will use their best endeavours to ensure that there is no deviation from the planned maintenance date to ensure fleet compliance.

S2.12 Scheduling of Vehicles and Assets at the FMC (Unscheduled Maintenance) RBFA shall ensure that as much notice as is reasonably practicable is given to HIWFRA of Unscheduled Maintenance events which will take place at the FMC to enable HIWFRA to manage the demand which is placed on the FMC. The partners will use their best endeavours to ensure that there is no deviation from the agreed maintenance date. If an arrival date is subsequently changed the Partner requesting the change must give the other Partner as much notice as is reasonably practicable.

S2.13 Prioritisation of Maintenance at the FMC — At times of high demand work will be prioritised objectively to maintain the best service to both partners.

S2.14 Additional Partnership Activity – Additional activity likely to include but not limited to, vehicle commissioning and decommissioning, new vehicle fit out, vehicle refurbishment work and vehicle campaign work, can be undertaken by the partnership subject to available capacity and agreement by members of the Joint Delivery Team.

S2.15 Tyres and Windscreens — Reactive replacement and management of defects remain the responsibility of the Partner who operates the vehicle. A Partner may request that the other Partner undertakes work on their behalf.

S2.16 Subsequent Remedial Work — In exceptional circumstances additional remedial work may be required to correct defective workmanship. Costs for such corrective action will be incurred in the same way as all other activity within the partnership. The cause of any such event will be reviewed by the Joint Delivery Team in the first instance and escalated to the Joint Management Board where appropriate.

S2.17 Cleanliness — Vehicles and associated assets presented for maintenance must be in a clean and satisfactory condition to enable a vehicle technician to safely undertake maintenance activity without the need for additional mitigation prior to commencing work. Vehicles must be returned in no lessor standard. Partners must

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ensure that the presentation of vehicles and assets is consistent with the standards of a professional fire and rescue service.

S2.18 Asset Management System — The Partners will maintain access to keep records of all vehicle and fleet associated equipment assets maintenance activity on the Asset Management System provided by HIWFRA. Partners will update records in a timely manner ensuring accuracy of data input.

S2.19 Reporting on Data — The partners will maintain access to all maintenance data relating to their fleet and associated fleet equipment assets to enable monitoring and reporting of data as required.

S2.20 Maintenance of Service Documentation — Each Partner retains responsibility to maintain its own maintenance records. Any documentation completed at the FMC relating to a RBFA vehicle or asset will be held by Fleet Management at the FMC and be immediately available to RBFA.

S2.21 Stock Holding — The Partners will maintain a level of stock which is necessary for the effective provision of fleet and associated equipment maintenance.

S2.22 Out of Hours Support — Each Partner remains wholly responsible for their own out of hours fleet maintenance provision. The Partners may support each other in the provision of this service through prior agreement by members of the Joint Delivery Team and where technician capacity allows.

S2.23 Strategic Vehicle Plans - The Partnership will support each Partner in the independent creation and delivery of Strategic Vehicle plans for both HIWFRA and RBFA. HIWFRA and RBFA retain autonomy for defining their organisational user requirements and internal governance mechanisms for approval.

(The Partnership can review and provide fleet utilisation data to support the partners in allocating and reallocating vehicles to achieve the most effective utilisation of assets.)

S2.24 Certificate of Professional Competence Holder – The Partnership will maintain an appropriate number of CPC holders to assume the CPC responsibility of HIWFRA and RBFA fleet.

S2.25 Operational Road Risk – The Partnership will provide support within the scope of Partnership activity to forums that manage operational road risk for each Partner.

S2.26 Fleet Operation and Management Policy, Procedure and Guidance – Members of the Joint Delivery Team for each Partner will monitor existing HIWFRA and RBFA policy, procedure and guidance. and the partnership can support the updating or creation of new policy, procedure and guidance as and when required.

S2.27 Budget Monitoring:

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S2.27.1 Revenue – Each Partner will set budgets and monitor their own financial expenditure. The Partnership will facilitate retrospective recharge on a quarterly for activity spend within the scope of the Partnership.

S2.27.2 Capital – Each Partner will be responsible for the allocation and management of capital expenditure. The partnership will enable the purchase of assets in accordance with agreed expenditure plans utilising procurement support from the originating partner to ensure compliance with relevant procurement law.

S2.28 Vehicle Procurement – Vehicles will be procured to meet the needs of the Strategic Vehicle Plans, in line with HIWFRA and RBFA's respective procurement policies. Based on user requirements provided by HIWFRA or RBFA the partnership will create the technical specifications required for the procurement process. The partnership will ensure the provision of technical and engineering expertise to offer fair, open and transparent evaluation of technically compliant responses to competitive tenders. The Partnership will seek to utilise collaborative procurement opportunities to meet user requirements where such opportunities exist. Each Partner is ultimately the contract and asset owner for purchases made however, the Partnership will act as the representative to manage relationships for the build and acceptance stages and subsequent warranty periods ensuring there is free and open communications and understanding at all times.

S2.29 New vehicle appraisal, testing and approval – The Partnership will ensure inspections, appraisal and testing of new vehicle models and types to ensure quality standards, legal compliance, contract compliance and suitability for intended role with output based specification. The Partnership will only recommend that payments are made to suppliers once such activity has been completed and supplied item(s) have been signed off for acceptance.

S2.30 Vehicle Lease agreements – The Partnership will facilitate vehicle lease agreements in line with HIWFRA and RBFA respective organisational policies.

S2.31 Vehicle registration with DVLA – The Partnership will facilitate the legal registration of all vehicles with the DVLA. HIWFRA and RBFA will maintain legal ownership of their own fleet. HIWFRA will become registered keepers of both HIWFRA and RBFA fleet.

S2.32 Management of Vehicle Commissioning – The Partnership will manage the commissioning of new vehicles. To include all elements required to allow the vehicle or asset to be compliant with relevant law and placed into service.

S2.33 Vehicle Records – Vehicle files will be created and maintained by the partnership, as required by law. Vehicle files will be kept at locations, to include both HIWFRS Headquarters and RBFRS Headquarters. The Partnership will use a standardised file structure. Electronic vehicle records will be maintained, updated and reviewed within the Asset Management System.

S2.34 Vehicle Logbooks – The Partnership will be responsible for the provision and management of vehicle logbooks. Completed logbooks will be archived in line with the appropriate retention policies.

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S2.35 Reporting of Defects – The Partnership will ensure that the defect policies and processes are robust, appropriately applied and are legally compliant. Defects will be reported using existing processes within HIWFRA and RBFA. All defects will be recorded in vehicle logbooks and signed off when defect has been rectified.

S2.36 Fuel Cards – The Partnership will provide and manage fuel cards for both partners. The Partnership will facilitate the payment of fuel card invoices. Individual partners will directly make payment.

S2.37 Notices of Intended Prosecution and Penalty Charge Notices – The Partnership will respond to Notices of Intended Prosecution and Penalty Charge Notices for HIWFRA and RBFA in the most appropriate manner to maintain legal compliance.

S2.38 Vehicle Licencing and Taxation – The Partnership will ensure that all vehicle duties and road fund licences are current and compliant.

S2.39 Investigation of Vehicle related safety events - The Partnership will provide technical expertise in support of any investigation of safety events and near miss reports that are directly related to vehicles and/or vehicle associated equipment. The Partnership will make available any vehicle data to support the completion of investigations.

S2.40 Management of Vehicle Decommissioning – The Partnership will manage the decommissioning of end-of-life vehicles.

S2.41 Disposal of vehicles – The Partnership will facilitate the disposal of vehicles by the most appropriate method in accordance with organisational policies and procedure.

S2.42 Compliance – The Partnership will provide regular assurance of compliance with regulatory requirements for activity associated with the services of the Partnership. This will include but not limited to, scheduled and externally provided inspections of 'Heavy' vehicles in addition to routine maintenance and inspection Partnership activity which forms part of the quarterly recharge.

S2.43 Health and Safety – Each Partner is responsible for ensuring the safety of their employed staff in accordance with the Health and Safety at Work Act, etc 1974. Relevant and statutory risk assessments, procedures, guidance and safe systems of work should be established, managed and be available to both Partners upon request.

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Schedule 3 - Assets and Premises

Part A — HIWFRA Assets and Premises

S3A.1 Fleet Maintenance Centre (FMC) Eastleigh and all Assets stored within it, save for Assets of RBFA stored by HIWFRA in the FMC.

S3A.2 FMC Newport and all Assets stored within it.

S3A.3 One (1) Mobile Workshop.

S3A.4 Two (2) Mobile Service Vans.

Part B — RBFA Assets and Premises

S3B.1 Maintenance Facility Theale and all Assets stored within, save for Assets of HIWFRA stored by RBFA.

S3B.2 Two (2) Mobile Service Vans.

S3B.3 Various Assets of RBFA may be stored at the FMC Eastleigh.

Schedule 4 - Charges and Payment Plan

S4.1 DEFINITIONS

- S4.1.1. **Actual Costs:** means the summated calculation of the exact costs of products purchased and services delivered within the Partnership.
- S4.1.2. **Actual Hours:** means the number of Productive Hours delivered by each of the respective Partners technicians within the Partnership.
- S4.1.3. **Direct Technician Rate:** means all costs associated to Staff (technicians) employment, supervision and overheads.
- S4.1.4. **Direct Technician Charge:** means the hourly recharge applicable for Productive Hours completed by HIWFRA or RBFA technicians as. Defined in Appendix 1.
- S4.1.5. **Fixed Management Costs:** means in connection with performance of the Services all costs, liabilities, expenses and obligations associated to delivering activity within the scope of the Partnership.
- S4.1.6. **Materials:** means the supplies, parts or materials used for or supplied to the Partners in the course of performing the Services
- S4.1.7. **Number of Partner's Assets:** means the count of:
 - S4.1.7.1. Partner's Vehicles, and
 - S4.1.7.2. Partner's Assets including but not limited to:
 - (a) Ladders,
 - (b) Positive Pressure Ventilation Fans,
 - (c) Generators,
 - (d) Light Portable Pumps, and;
 - (e) Rescue Equipment.
- S4.1.8. **Overhead Charge:** means in connection with performance of the Services all costs, liabilities expenses and obligations including but not limited to:
 - S4.1.8.1. Site specific costs.
 - S4.1.8.2. Repair, maintenance and facilities costs.
- S4.1.9. **Productive Hours:** means the Actual Hours that are recorded against jobs in the Asset Management System;
- S4.1.11. **Projected Hours:** means the projected number of Productive Hours to be used by either or both HIWFRA or RBFA.

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- S4.1.12. **Quarter Day:** means each and any of 30 June, 30 September, 31 December and 31 March, and Quarter shall mean the three-month period preceding (and ending upon) a Quarter Day;
- S4.1.13. **Relevant Hourly Rate:** means the rates of charge:
- 1.13.1. under paragraph 3.2 the HIWFRA Technician Charge
 - 1.13.2. under paragraph 3.3 the RBFA Technician Charge
- S4.1.14. **Supervision Overhead:** means the costs of relevant supervisory and management staff in connection with technician activity;
- S4.1.15. **Third Party Costs:** means the additional costs incurred in providing the Services consisting of such matters (but not limited to) the costs of sub-contracting the Services or any part thereof, fees and charges of referral to any specialists;
- S4.1.16. **Asset Management System Costs: means the sum of:**
- 1.16.1. Asset Management software provision and access costs.
- S4.1.17. **Total Annual Cost of Materials:** means the total aggregate cost in a Contract Year of the:
- 1.17.1. HIWFRA Materials, and
 - 1.17.2. RBFA Materials.

S4.2 METHODOLOGY

- S4.2.1. Where an apportionment is due under paragraphs 3.2. or 3.3 of this Schedule 4, the Partners will make quarterly payments based on the Quarter's Actual Hours (as reflected in the Quarterly Reconciliation Statement) and the Relevant Hourly Rate.
- S4.2.2. Where an apportionment is due under paragraphs 3.4 of this Schedule 4, the Partners will make quarterly payments based on the Actual Cost of Materials.
- S4.2.3. Allocations due under paragraphs 3.5, 3.6 and 3.7 or any other agreed Partnership activity spend will be included in the Quarterly Reconciliation Statements.

S4.3 COST APPORTIONMENT

- S4.3.1. The Partners agree that costs will be apportioned in line with the methodology set out in this section.
- S4.3.2. Apportionment of Technician costs:
- S4.3.2.1. The Technician Charge (Hourly Rate) for HIWFRA or RBFA technician as applicable, will be applied to actual technician hours delivered to calculate the reconciliation sum at the end of each financial quarter.

- S4.3.3. Allocation of materials costs:
- S4.3.3.1. Where a Partner incurs Materials costs on behalf of the other partner those costs will be allocated to that other Partner.
- S4.3.4. Apportionment of Asset Management System Costs:
- S4.3.4.1. The Asset Management System Costs will be apportioned in proportion to the Number of Partner's Assets.
- S4.3.4.2. Any costs associated with necessary changes and the development of the Asset Management System sit outside of the apportionment of Asset Management System costs and will be subject to additional contribution to be agreed by the Joint Management Board.
- S4.3.6. Allocation of Third-Party Costs:
- S4.3.6.1. Where a Partner incurs any Third-Party Costs on behalf of the other Partner those costs will be allocated to that other Partner.
- S4.3.7. Apportionment of Fixed Management Costs
- S4.3.7.1 The Partnership Fixed Management Costs will be apportioned on the basis of respective Partner's fleet sizes (no lessor than an 80% HIWFRA 20% RBFA split) and roles undertaken within the Partnership in accordance with Schedule 4 Charges.
- S4.3.8 For the sake of clarity in respect of the primary obligation on any Partner to pay costs or provide resource, where the Partners have agreed that costs will be for the benefit of the Joint Working Arrangements they shall be included in the Budget and apportioned between the Partners accordingly.

S4.4. PAYMENTS

- S4.4.1 Payments due will be calculated and due in accordance with paragraph 2 and pursuant to clause 13 (Quarterly Reconciliation).

S4.5. FINANCIAL REPORTING

- S4.5.1 The Partners shall agree as appropriate, the financial reports required to be supported by the asset management system and roles within the partnership as appropriate.

S4.6. FINAL ACCOUNT ON TERMINATION DATE

- S4.6.1. The provisions of paragraphs 1 to 6 of this Schedule 4 shall apply on the Termination Date whether the relevant Termination Date is applicable to any one or all of the Partners where the words 'end of each Contract Year' shall be replaced by the words 'Termination Date'.
- S4.6.2. Any reconciliation on the Termination Date shall be carried out in accordance with this Schedule 4 and clauses 45.6 to 45.7.
- S4.6.3. Any reconciliation required following Expiry of the Agreement shall be carried out in accordance with this Schedule 4 and Schedule 6 (Exit Plan).

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SCHEDULE 4 Charges (Correct at year one of agreement, subject to annual review)

1. Charges under the Partnership are as follows:

- 1.1 An hourly charge for work completed by HIWFRA technicians on RBFA assets.
- 1.2 An hourly charge for work completed by RBFA technicians on HIWFRS assets.
- 1.3 A fixed annual charge for the partnership management costs.
- 1.4 A fixed annual charge for RBFA access and use of the asset management system.
- 1.5 A fixed annual charge for the movement of RBFA fleet assets to enable scheduled maintenance activity at FMC, with cost recovery on variable elements.
- 1.6 An hourly charge for the provision of out of business hours support which includes duty manager and duty technician.
- 1.7 Cost recovery for all purchases, services, materials and costs incurred by partners on other behalf to be recharged at exact cost in quarterly reconciliation. Known elements are listed as follows but are not limited to;

Vehicle logbooks, FTA Inspection events and technician training delivery.

2. Direct Technician Charge

2.1 HIWFRA technician charge - £66.35/Hour

Type of charge	Rate (£)	Basis
Direct technician	35.66 / hour	Cost of employment of relevant technician
Supervision overhead	10.88 / hour	Cost of relevant supervisory and management staff.
Overhead charge	19.81 / hour	Premises repair and maintenance, depreciation.
Total	66.35/ hour	Annual working assumption of 2,700 hours delivery

2.2 RBFA technician charge - £35.66/ hour

Type of charge	Rate (£)	Basis
Direct Technician	35.66/ hour	Cost of employment of relevant technician

3.Partnership management fixed annual charge - £84,012.40/annum

Role	Apportionment %	Cost Allocation £
Fleet Compliance Manager	20.00%	16,120.40
Fleet admin officer	50.00%	21,701.50
Fleet Operations Manager	20.00%	16,120.40
Technical Support & Quality Assurance Officer	20.00%	13,341.80
Business and Projects Manager	10.00%	6,670.90
Fleet maintenance officer	20.00%	10,057.40
Total		£84,012.40/annum

4. Asset management system costs

Rate (£)	Basis
10,000	Based on a fleet apportionment of a 20% annual contribution

5. Movement of RBFA Fleet Assets

Element	Apportionment %	Cost Allocation (£)
Support team operative	40%	18,788.80
Supervisory costs for staff & function (Support Team Leader)	10%	5,028.70
Total fixed/annum		£23,817.50
Vehicle costs for return journey	Cost recovery	45p/mile on recharge.
Fuelling & AdBlue	Cost recovery	Recharged as stock.

6. Out of hours duty manager and technician

Element	Standby rate / 24H	Hours attending (Mon-Sat) 1.5 x technician rate	Hours attending (Sun & BH) 2 x technician rate
Fleet Manager	£168.27	£68.76	£91.68
Duty tech	£132.18	£53.49	£71.32

7. Inflation

- a. Inflation will be applied annually on the anniversary of the partnership renewal date.

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- b. Pay related inflation – based on the NJC annual Green Book pay award and any other applicable uplift to salary including, but not limited, to salary market supplements as appropriate.
- c. Non-pay related inflation – based on the latest published Consumer Prices Index (CPI) rate available on the anniversary of the partnership renewal date.
- d. Inflation rates will be notified to RBFA by HIWFRA in advance of the increase being applied.

Schedule 5 – Governance

S5.1. JOINT MANAGEMENT BOARD

S5.1.1. On the Effective Date, there shall be deemed to have been constituted the Joint Management Board with responsibility for the strategic direction and oversight of the delivery and performance of the Services in accordance with the terms of the Agreement.

S5.1.2. The terms of references of the Joint Management Board are set out in clause 14 (Governance).

S5.1.3. The Joint Management Board shall be constituted by the appointment of no more than four (4) representatives made up to:

1.3.1. Minimum One (1) Director or Head of Service from HIWFRA; and

1.3.2. Minimum One (1) Director or Head of Service from RBFA.

S5.1.4. The Joint Management Board shall operate as a forum in which the Joint Management Board representatives shall meet and in which each such Joint Management Board Representative shall or shall be deemed to, have power or delegated authority from the respective Partners to make decisions in relation to the Agreement and to commit the Partners to a decision or a course of action (in relation to the issues within the role or responsibilities of the Joint Management Board).

Meetings

S5.1.5 The Joint Management Board shall meet at least once in every six (6) months usually to support a review of mid and end of financial year activity and performance as part of the quarterly Delivery Team meeting and upon such other times as the Partners agree is necessary in order to perform its role and responsibilities in relation to the Agreement. If agreed between the Parties a meeting can be held online/virtually.

S5.1.6 The HIWFRA shall ensure that at least fourteen (14) Working Days' notice of a Joint Management Board meeting is given to all Representatives entitled to receive notice accompanied by:

1.6.1. an agenda specifying in reasonable detail the matters to be raised at the meeting; and

1.6.2. copies of any papers to be discussed at the meeting.

Decisions and voting

S5.1.7. For the avoidance of doubt, each Representative when participating in the decision making of the Joint Management Board shall be deemed to be acting on behalf of each of the Partners that they represent, so that a decision of the Joint Management Board shall be deemed to be a decision of each of the Partners to the Agreement;

S5.1.8 The decisions of the Joint Management Board as recorded in their approved minutes or in correspondence (including email) shall be binding upon the Partners as if they had been contained in the Agreement.

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Attendance at the meeting

S5.1.9. In entering into the Agreement, the Partners agree to act in such a way as to achieve the above aims wherever possible working jointly in pursuing public objectives in the public interest. This is in so far as it is reasonably practicable to do so taking account of the best interests of each Partner and their respective service users, statutory and legal requirements, service objectives and availability of resources.

S5.1.10. The Joint Management Board may delegate any of its roles and responsibilities to the joint delivery team.

S5.2. JOINT DELIVERY TEAM

S5.2.1. From the Effective Date, there shall be deemed to have been constituted the Joint Delivery Team with responsibility for providing direction to the operational management team.

S5.2.2. The forms of reference of the Joint Delivery Team are set out in clause 14 (Governance).

S5.2.3 The Joint Delivery Team shall be constituted by the appointment of a minimum of the following:

S5.2.3.1. Fleet Operations Manager (HIWFRA);

S5.2.3.2. Fleet Compliance Manager (HIWFRA);

S5.2.3.3. Fleet Maintenance Manager (HIWFRA);

S5.2.3.4. Group Manager Fleet & Equipment (RBFRA);

S5.2.3.5. Business and Project Support Manager (HIWFRA);

S5.2.3.6. Fleet Support Manager (RBFRA).

S5.2.4. The Joint Delivery Team shall meet quarterly and amalgamate with the Joint Management Board members at the mid and end of financial year review meetings and at such other times as the Partners agree is necessary in order to perform its role and responsibilities in relation to the Agreement. Both face to face and tele/video conferencing are acceptable forms of this term.

Schedule 6 – Exit Plan**Introduction**

The Partners have agreed to adopt this Exit Plan in the event of the expiry or termination of the Agreement.

Agreed terms:**S6.1. STATUS OF THESE ARRANGEMENTS**

S6.1.1. The Partners agree that the provisions of this Schedule 6 (Exit Plan) shall be binding upon them and, where appropriate, shall continue to be binding upon them after the Termination Date until all obligations in the Exit Plan are fulfilled, unless otherwise agreed by the Partners in Writing. Arrangements shall take the form of a legally binding relationship and the mutual commitments between them created by the Arrangements shall be construed accordingly.

S6.1.2. Where there is a conflict between the provisions of this Schedule 6 (Exit Plan) and any terms of the Agreement then the terms of the Agreement shall prevail.

S6.2. GENERAL CONDUCT OF THE JOINT WORKING ARRANGEMENTS PRE-TERMINATION

S6.2.1. During the Pre- Termination Period and the Post Termination Period the Partners agree they shall co-operate together to ensure;

S6.2.1.1. an efficient continued management of any outstanding Services by any Partner or any other appropriate provider;

S6.2.1.2. an orderly wind down of their joint provision of Services;

S6.2.1.3. use of best endeavours to minimise disruption to any ongoing provision of Services;

S6.2.1.4. use of reasonable endeavours in respect of the following, with a descending level of priority:

- a subject to any outcome arising from a review of the Agreement under clause 4.9, to agree an alternative agreement for collaborative working, or;
- b to agree a variation to the Agreement as appropriate, or;
- c for the handover of the Service provision to the relevant Partner to run in house or to a New Provider.

S6.3. ASSETS

S6.3.1. On expiry or termination of the Agreement, each of the Partners shall return to the other all HIWFRA Assets or RBFA Assets as appropriate and all books of account, records, deeds, drafts, letters and other documents, whether in paper or electronic form, relating to any matters pursuant to or arising from the Joint Working Arrangements which are in their possession or under their control and which belong to the other Partner.

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S6.3.2. Any stock held by HIWFRA on behalf of RBFA shall be transferred by HIWFRA to RBFA at cost price. Any reconciliation of sums due under this paragraph 3.2 shall be taken into account in the Final Reconciliation Statement at paragraph 6.3 below.

S6.3.3. Where a Partner has, on the agreement of the Joint Management Board, entered into any Sub-Contracting arrangements for the purpose of the Agreement, that Partner shall, as soon as possible where the Subcontractor permits to serve proper notice to terminate those Subcontracts and shall take all reasonable steps to minimise any liability arising from them.

S6.5. HANDOVER

S6.5.1. The Partners shall, unless otherwise specified in the Agreement or agreed by the Partners, each bear their own costs incurred in carrying out the handover arrangements as set out in this Schedule 6 (Exit Plan).

S6.5.2. The Partners shall use all reasonable endeavours to transfer all data in accordance with industry standard format (or any format reasonably specified by the other Partners or a New Provider) relating to the Services including without limitation requests for Services to be undertaken which have not been completed.

S6.6. DEBTS AND LIABILITIES AND PREPARATION OF WINDING UP ACCOUNTS

S6.6.1 In the event that a liability or claim arises against any one (10 of the Partners that was for the benefit of the other Partners or arose from an obligation entered into by that Partner on their behalf then such a liability will be met by the Partner with such benefit

S6.6.2. The Partners agree to use all reasonable endeavours to:

S6.6.2.1. discharge any joint liabilities of the Partners arising as a result of the Joint Working Arrangements, and

S6.6.2.2. assist each other in the discharge of any liabilities assumed by one Partner for the benefit of the Joint Working Arrangements (and for the sake of clarity such liabilities will be taken into account in the preparation of the Winding Up Accounts and the Final Reconciliation Statement).

S6.6.3. As soon as reasonably practicable after winding up of the Joint Working Arrangements (and in any event within three (3) months of the Termination Date) HIWFRA shall prepare the draft Winding Up Accounts. The draft Winding Up Accounts shall include a Final Reconciliation Statement.

S6.6.4. HIWFRA shall submit the draft Winding Up Accounts to RBFA for its approval and the Winding Up Accounts shall be approved by each Partner in writing. Following such approval, the Winding Up Accounts shall be binding on each of the Partners, except in the event of manifest error. If any Partner fails or refuses to approve such Winding Up Accounts within eight (8) weeks of their being submitted to it, then the Partners shall refer any point in dispute to be determined by an accountant (acting as an expert and not as an arbitrator) agreed by the Partners who shall agree the terms of his appointment and, in default of such agreement, to be appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales, and whose determination shall be final and binding.

S6.6.5. The Partners acknowledge that the Final Reconciliation Statement in the Winding Up Accounts may show that Services provided by one Partner to the other, or costs

connected with the Services, have not been accounted for in the Termination Reconciliation Statement. In such circumstances paragraph 6.6 of this Schedule 6 shall apply.

S6.6.6. Where any payment is due in accordance with paragraph 6.5 of this Schedule 6 any Partner to whom sums are due shall issue an invoice for those sums and the provisions of clauses 13.5, 13.6, 13.9 and 13.10 shall apply to any invoice submitted. Failure to make payment within the period specified shall be a breach of the Agreement and actionable as such.

S6.7. FURTHER ASSURANCE

Each Partner shall and shall use reasonable endeavours to procure such documents and perform such acts as may reasonably be required for the purpose of giving effect to these Arrangements, in winding up the Joint Working Arrangements and the transactions contemplated by it.

S6.8. RECORDS

During the course of the winding up of the Joint Working Arrangements and for a period of six (6) years afterwards, all books of account, records, letters and other documents relating to the Joint Working Arrangements shall be held in safe custody by the Partners and all Partners (and their authorised agents) shall have the right to inspect and take copies of such documents during such period.

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Schedule 7 - Processing, Personal Data and Data Subjects

Refer to JWA Data Sharing Agreement.

HAMPSHIRE AND ISLE OF WIGHT FIRE AND RESCUE AUTHORITY**ROYAL BERKSHIRE FIRE AUTHORITY.****JOINT MANAGEMENT BOARD TERMS OF REFERENCE****1. Purpose**

1.1. The purpose of the Joint Management Board (JMB) is to ensure and implement a shared understanding of the strategic direction of the Joint Working Agreement (JWA) and oversee the activity and performance of the Joint Delivery Team (JDT). In doing so, the JMB will oversee performance of financial activity, physical activity, and compliance, within the scope of the JWA.

2. Review Point

2.1. The terms of reference and membership of the JMB may be reviewed at any time by the Partners to ensure they remain appropriate for the ongoing activities of the Partnership.

3. Rules of Participation

3.1 Participants should provide resources to assist in the work and deliverables.

3.2. Any discussion in meetings and views expressed or implied in such discussion or associated documents are without prejudice to and shall not limit the discretion of the Partnership regarding matters of legality, compliance and/ or audit by the JMB. Equally, views expressed by participants during meetings will not be treated as the formal position of the organisation they are representing.

3.3. Verbal contributions at JMB meetings should be considered confidential to the Partnership and will be recorded in meeting notes/minutes and issues logs (see 7.4).

4. Scope of Activities and Deliverables

4.1. The key activities and deliverables are summarised as follows:

4.1.1. Ensuring sufficient resources are allocated to meet the requirements of the JWA.

4.1.2. Providing a mechanism for review and feedback by the Partners.

4.1.3. Agreeing any adjustment of cost allocation between the Partners to compensate the non-defaulting Partner in the event the other has repeatedly not provided the services it is obliged to provide.

4.1.4. Acting as a body for the resolution of any dispute that may arise between the Partners.

4.1.5. Dealing with any other matters including unforeseen issues that may arise not contemplated by the JWA; and

4.1.6. Considering any recommendations for improvement.

4.1.7. Specifically, the JMB will in accordance with Clause 14.2 of the JWA:

- provide the strategic direction and scope of the Joint Arrangements, in connection with the Services;
- to oversee the performance of financial activity, physical activity, and compliance to assure continued mutual benefit to both HIWFRA and RBFA from agreed partnership activity.
- to hold the JDT to account ensuring good governance;
- to ensure the continued effective operation of service delivery for both Partners;
- to ensure sufficient resources are allocated by the Partners to meet the requirements of the JWA and Services;
- to receive reports from the JDT and accept any recommendations as appropriate;
- agree any amendments or changes in accordance with Clause 4 (Commencement and Duration);
- to approve the arrangements and reach decisions required to be made upon termination of the JWA;
- to agree any revisions or Changes to the JWA;
- to provide a mechanism for review and feedback by the Partners in relation to the Services;
- where one Partner has repeatedly not provided the Services it is obliged to provide otherwise than in accordance with the service specification, or the terms of the JWA, including, but not limited to Clause 11 (Service Standards), to agree a realignment and/or rebase of the cost allocation between the Partners to compensate the non-defaulting Partner for the defaults suffered;
- to act as a body for the resolution of any dispute that may arise between the Partners in relation to the JWA, subject to the provisions of Clause 41 (Dispute Resolution Procedure);
- to deal with any other matters that may fall within its responsibilities pursuant to the terms of the JWA in the delivery of the Services to the Partners including any other unforeseen issues that may arise not contemplated by the JWA; and

- Consider any recommendations in accordance with Clause 24 (Continuous Improvement).

4.2. Through the activities of the JMB, the Partnership will not seek to make any policy decisions on the legal framework of the Partnership. Instead, the purpose of the JMB is to identify ways in which the Partnership can successfully be implemented.

4.2.3. Each JMB session will have an agenda, which will capture re-occurring rolling items and transient items for discussion.

5. Resources

5.1. The organisation and facilitation of JMB sessions will be carried out by a meeting coordinator (drawn from the JDT and supplied by the organisation chairing the meeting) and chaired by a member of the board.

5.2. Papers for discussion should do so at least 7 working days before the session. Papers should be sent to the meeting coordinator.

5.3. The meeting coordinator will provide secretariat support to the JMB in terms of meeting organisation, note/ minute taking, and recording and monitoring.

6. Membership

6.1. The JMB is a defined membership. Observers are welcome to attend the sessions by invitation or at the behest of the JMB only.

The JMB shall usually be constituted by the appointment of no more than four (4) representatives made up from:

- Minimum One (1) Director or Head of Service from HIWFRA; and
- Minimum One (1) Director or Head of Service from RBFA.
- Chair of the JDT
- Meeting Co-ordinator (drawn from the JDT and supplied by organisation providing chair)
- Invited members of the JDT

6.2. Membership of the JMB is at the discretion of the partnership and participants will be required to contribute as subject matter experts in there represented areas of operation.

7. Transparency

7.1. All agendas, accompanying papers for JMB sessions, and meeting notes, will be accessible to all members of the JDT and JMB.

7.3. All issues, actions and decisions raised in the JMB session will be recorded in a meeting log. Issues raised will be RAG rated with actions and associated timescales agreed within the meeting.

7.4. The issues log will be maintained by the meeting coordinator. Each issue raised will be given an owner.

7.5. When issues that the JMB considers to be out of the scope of the JMB are raised in discussion, these will be noted within the minutes of the session and raised with the relevant team when appropriate.

8. Meeting Frequency

8.1. The JMB shall meet at least once in every six (6) months usually to support a review of mid and end of financial year activity and performance as part of the quarterly and coordinate with the JDT members at the mid and end of financial year review meetings in person.

8.2 Extraordinary JMB meetings may be called outside of the normal scheduled meetings were deemed necessary. Both face to face and tele/video conferencing are acceptable forms for this.

HAMPSHIRE AND ISLE OF WIGHT FIRE AND RESCUE AUTHORITY**ROYAL BERKSHIRE FIRE AUTHORITY****JOINT DELIVERY TEAM TERMS OF REFERENCE****1. Purpose**

1.1. The purpose of the Joint Delivery Team (JDT) is to ensure a shared understanding of how the Partnership works within the parameters of the Joint Working Agreement (JWA) and oversee the day-to-day activity and performance of the Partnership. It will manage and maintain information requirements, workflows, hand-offs, compliance and audit requirements.

2. Review Point

2.1. The terms of reference and membership of the JDT may be reviewed at any time by the Joint Management Board (JMB), to ensure they remain appropriate for the ongoing activities of Partnership.

3. Rules of Participation

3.1 Participants should provide resources to assist in the work and deliverables.

3.2. Any discussion in meetings and views expressed or implied in such discussion or associated documents are without prejudice to and shall not limit the discretion of the JMB regarding matters of legality, compliance and/ or audit by the JDT. Equally, views expressed by participants during meetings will not be treated as the formal position of the organisation they are representing.

3.3. Verbal contributions at JDT meetings should be considered confidential to the Partnership and will be recorded in the meeting notes/ minutes and issues logs (see 7.4).

4. Scope of Activities and Deliverables

4.1. The key activities and deliverables are summarised as follows:

4.1.1. Acting as a first point of resolution for matters pertaining to quarterly reconciliation statements, service delivery defaults or changes, and remediation plans.

4.1.2 Monitoring and reviewing activity, performance, and progress against measures within scope of the JWA.

4.1.3. Ensuring necessary standards of quality assurance and compliance of financial and physical JWA activity

4.1.4. Ensuring necessary risk assessments and health and safety compliance.

4.1.5. Providing support to the JMB in the delivery of the strategic direction of the JWA.

4.1.6. Supporting and preparing as necessary any relevant information for a review in accordance with Clause 4 of the JWA (Commencement and Duration).

4.1.7. Providing information, support and considerations in accordance with Clause 21 of the JWA (Continuous Improvement).

4.1.8. Specifically, the JDT will in accordance with Clause 14.3 of the JWA:

- act as a first point of resolution for matters pertaining to quarterly reconciliation statements, service delivery defaults or changes, and remediation plans.
- to monitor and review the activity, performance, and progress of the services:
- to assure necessary standards of quality assurance in the delivery of services to ensure compliance of services delivered;
- to ensure necessary risk assessments and health and safety compliance in relation to all aspects of the services:
- to support the JMB in the delivery of the strategic direction of the services;
- to support and prepare as necessary any relevant information for a review in accordance with Clause 4 (Commencement and Duration); and
- to provide information and support and considerations in accordance with Clause 21 (Continuous Improvement).

4.2. Through the activities of the JDT, the Partnership will not seek to make any policy decisions on the legal framework of the Partnership. Instead, the purpose of the JDT is to identify ways in which the Partnership can successfully be operated.

Each JDT session will have an agenda, which will capture re-occurring rolling items and transient items for action and discussion.

5. Resources

5.1. The organisation and facilitation of JDT sessions will be carried out by a JDT Meeting Coordinator and chaired by a member of the JDT.

5.2. JDT participants who wish to submit papers for discussion should do so at least 7 working days before the session. Papers should be sent to the JDT Meeting Coordinator.

5.3. The JDT Meeting Coordinator will provide secretariat support to the JDT in terms of meeting organisation, note/minute taking, and recording and monitoring issues through the JDT Issues Log.

6. Membership

6.1. The JDT has a defined membership. Observers are welcome to attend the sessions by invitation or at the behest of the JDT only.

The JDT shall be constituted by:

- Fleet Operations Manager (HIWFRA);
- Fleet Compliance Manager (HIWFRA);
- Fleet Maintenance Manager (HIWFRA);
- Business and Project Support Manager (HIWFRA);
- Group Manager Fleet & Equipment (RBFRA);
- Fleet Support Manager (RBFRA);
- Fleet Maintenance Controller (RBFRA).
- JDT Meeting Co-ordinator (supplied by partner providing the chair)

6.2. Membership of the JDT is at the discretion of the JMB and participants will be required to contribute as subject matter experts in their represented areas of operation.

7. Transparency

7.1. All agendas, accompanying papers for JDT sessions, and meeting notes, will be accessible to all members of the JDT and JMB.

7.3. All issues, actions and decisions raised in the JDT session will be recorded in a meeting log. Issues raised will be RAG rated with actions and associated timescales agreed within the meeting. Appropriate and unresolved issues must be escalated to the JMB.

7.4. The issues log will be maintained by the JDT Meeting Coordinator. Each issue raised will be given an owner.

7.5. When issues that the JDT considers to be out of the scope of the JDT are raised in discussion, these will be noted within the minutes of the session and raised with the relevant team when appropriate.

8. Meeting Frequency

8.1. The JDT shall meet on a quarterly basis and coordinate with the JMB members at the mid and end of financial year review meetings in person.

8.2 Extraordinary JDT meetings may be called outside of the normal scheduled meetings were deemed necessary. Both face-to-face and tele/video conferencing are acceptable forms for this.

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**Data Sharing Agreement between
Royal Berkshire Fire Authority
(RBFA) and**

**Hampshire & Isle of Wight Fire
Authority (HIWFA)**

**Data Sharing Agreement to support the
HIWFA and RBFA Fleet Management &
Maintenance Joint Working Agreement
2025.**

Version 3.0

1. Introduction

The purpose of the Joint Working Arrangement Data Sharing Agreement (the Agreement) is to provide a realistic, manageable legally compliant framework within which the parties to the Joint Working Arrangement (the Partner Organisations) will share and exchange data and demonstrate they are meeting their accountability obligations under the UK GDPR.

2. Objectives and purpose of the Information sharing

- 2.1. The sharing of Data will be necessary to enable the Partner Organisations to comply with their individual and mutual responsibilities under the Joint Working Arrangement as set out in the Joint Working Agreement (the Agreement)
- 2.2. The partnership agreement between HIWFRS and RBFRS is underpinned by the use of a third party contracted asset management system. This is used for the recording and maintaining of all data relating to the management and subsequent physical maintenance of assets including fleet and equipment.

Data which may be shared under this Agreement for the purposes of supporting and enabling the partnership arrangement may include but is not limited to:

- Asset management data including service and maintenance history
- Productivity and performance data to monitor and manage functions.
- Financial/commercial data concerning the purchase and subsequent recharge of assets, goods, products and services
- Employee names and job titles relevant to user account details and partnership activities

- 2.3. The parties to this agreement (the Partner Organisations) agree that personal data, shared under this arrangement between Hampshire and Isle of Wight Fire and Rescue Service (HIWFRA) and Royal Berkshire Fire and Rescue Service (RBFRS) will only be used for the purposes set out in section 2 of this agreement and will not be used for any other purpose including commercial or marketing purposes.
- 2.4. In accordance with Article 4 of the UK General Data Protection Regulation (UK GDPR), 'personal data' is any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person (Personal Data).

3. What data will be shared and how long will it be kept?

- 3.1. As a designated “Fleet Operator”, HIWFRS are mandated by law to keep all vehicle records pertaining to inspection, maintenance and repair activity for at least 15 months. Any records relating to a vehicle, or asset that has been involved in an incident that resulted in damage, loss, or injury could have this retention period extended for longer periods.
- 3.2. Asset management information relating to the procurement, purchase and disposal of assets must be retained as per the prevailing HIWFRS or RBFRS (asset owner) document retention schedule.
- 3.3. Full traceability must be achieved for all inspection and maintenance activities undertaken on assets. To achieve this, persons undertaking such tasks will be required to “sign off” such activity using their name, signature, and or initials. In some cases, this may also require countersigning by a supervisory manager. Employees providing such technical competency skills and activities will be competent and qualified to a point where this is evidenced and assured.
- 3.4. **Data shared between partnership organisations:**
 - Asset management data including service and maintenance history
 - Productivity and performance data
 - Financial & commercially sensitive data concerning the purchase and recharge of assets, goods, products and services, including third parties.
 - Employee names and job titles relevant to user account details and partnership activities
 - 3.4.1. The Personal Data will be securely stored and disposed of in accordance with relevant partners data retention policy.

4. Data Controller

- 4.1. Each Partner Organisation will continue to be a data controller as defined by the UK GDPR and Data Protection Act 2018 (and any successor legislation) for the Personal Data it holds and retain the responsibilities held with this position.
- 4.2. Each Partner Organisation confirms that it is registered with the Information Commissioner’s Office as a Data Controller.
- 4.3. Each Partner Organisation will become a separate data controller for the data received for the purposes defined in paragraph 2 of this agreement. Each partner organisation will have access to asset and personal data within the

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asset management system as appropriate for role, responsibility and access rights attributed via user account.

- 4.4. Each Partner Organisation will ensure that any Personal Data received under this agreement will only be used for the purposes defined in paragraph 2.
- 4.5. Each Partner Organisation as a Data Controller acknowledges its obligations under the UK GDPR and Data Protection Act 2018 when processing Personal Data, which can include collecting, storing, amending and disclosing data.
- 4.6. Each Partner Organisation agrees that they will only process Personal Data shared under this agreement within the United Kingdom. Should they wish to process Personal Data outside the United Kingdom they will obtain the prior written consent from the signatory of the Partner Organisation.

5. Arrangements for the safe transmission of data

- 5.1. The Personal Data shared between the Partner Organisations will be shared using secure methods of transfer.
- 5.2. Once the Personal Data is shared between the Partner Organisations it will be necessary for it to be stored securely to ensure that it is protected and is not easily accessible. All approved officers within HIWFRS and RBFRS must ensure that they take appropriate measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to Personal Data.
- 5.3. Access to data shared under the terms of this Agreement is restricted to individuals who constitute membership of the Joint Management Board and/ or the Joint Delivery Team as defined by the Joint Working Agreement and/ or their authorised deputies or representatives.
- 5.4. Access to data shared under the terms of this Agreement is only authorised for the purpose of compliance with the obligations and responsibilities outlined in the Joint Working Agreement; Clauses 7, 8 & 9.

6. Legal Justification for Sharing the Data

- 6.1. As a designated vehicle fleet operator, HIWFRS are mandated by law to keep vehicle records, relating to all maintenance activity, for a period of at least 15 months. Any activity relating to an asset that is involved in an incident resulting in damage, loss, or injury could have this retention period extended. until such time as any resulting claim is settled or legal proceedings are finalised.
- 6.2. Asset management information relating to the purchase and procurement of assets must be retained for a minimum term of 6 years plus current.
- 6.3. Full traceability must be achieved for maintenance activities undertaken on assets including that which identifies the employee that carried out the works.

Employees providing technical competency skills and activities must be evidenced and assured.

6.4. Will consent be required?

Due to nature of contracted employment of all persons whose data is captured within system no specific further consent is required.

7. Fair Processing/ Privacy Notices

- 7.1. The Partner Organisations recognise their duty under the UK GDPR to provide information pro-actively and on request to individuals about how their information is processed.
- 7.2. Each Partner Organisation will ensure that their privacy notices give details of the processing of Personal Data and will be provided when:
 - the data is collected from a data subject; or
 - they receive Personal Data from another organisation.
- 7.3. The sharing of information under this agreement is covered by the following privacy notice(s) published by the Partner Organisations:
 - [Privacy notice - Hampshire & Isle of Wight Fire & Rescue Service, Official website of Hampshire & Isle of Wight Fire & Rescue Service](#)
 - Access to privacy notice(s) is provided as part of all staff inductions and ongoing training and development.

8. Responsibilities when Sharing Information

General

- 8.1. Each Partner Organisation shall be responsible for ensuring that they have technical, organisational and security measures in place to protect the Personal Data and to ensure the lawful use of such information shared under this Agreement.
- 8.2. Each Partner Organisation accepts responsibility for independently auditing compliance.
- 8.3. Each Partner Organisation shall ensure that their staff comply with their rules and policies in relation to the protection and use of shared Personal Data and that staff have received sufficient training and are aware of their individual responsibilities in relation to data protection and the confidentiality, integrity and availability of Personal Data. Each Partner Organisation will ensure that

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Appendix E

appropriate sanctions and disciplinary procedures are in place to deal with non-compliance.

- 8.4. Each Partner Organisation shall have a written policy for the retention and disposal of the Personal Data shared under this Agreement.
- 8.5. Each Partner Organisation shall be aware that consent should only be relied on as the basis for processing and sharing the Personal Data where there are no other legal basis under the UK GDPR. The Partner Organisations shall be aware that a data subject may withdraw consent without detriment at any time to the processing of their Personal Data.

Personal Data

- 8.6. Personal Data may only be shared where there is a specific lawful purpose under Article 6 UK GDPR and Article 9 UK GDPR (when the sharing includes Special Category Data)
- 8.7. Staff of either Partner Organisation may only be permitted access to the Personal Data shared under this Agreement, when necessary, for them to perform their duties in connection with the services they are required to deliver.
- 8.8. This Agreement does not permit unrestricted access to the Personal Data held by the other Partner Organisation. It sets out the parameters for the safe and secure sharing of information for a justifiable need to know purpose.
- 8.9. Each Partner Organisation shall be responsible for ensuring every member of its staff with access to the Personal Data shared under this Agreement is aware of and complies with their obligation under the UK GDPR, Data Protection Act 2018, their common law duty of confidentiality and the responsibility to disclose information only to those who have a right to see it (see 4 above).
- 8.10. Each Partner Organisation shall ensure that any of its staff accessing information follow the principles and standards that have been agreed and incorporated within this Agreement.

9. Restrictions on Use of Information Shared

- 9.1. All information must only be used for the purpose(s) specified in this agreement unless required under statute or regulation, or by court order.

10. Security

- 10.1. The Partner Organisations shall have appropriate technical and organisational measures in place to protect the security, confidentiality, integrity and availability of the Personal Data (both electronic and hard copy) during all

stages of processing. (e.g., transfer, storage, access and deletion) The Partner Organisations shall append to this Agreement any specific requirements.

- 10.2. The Asset Management System being utilised by the partnership arrangement will be use multi factor authentication when granting access to established account holders. User accounts will be managed and authorised by the partnership and subject to regular review. A scale of permission settings are applied as appropriate for role within the partnership restricting access and data available.

11. Training

- 11.1. All Partner Organisations will ensure that any staff processing information shared under this agreement are trained in data protection and are fully aware of their responsibilities to maintain the accuracy, security and confidentiality of Personal Data in an efficient and lawful manner. Staff will also be made aware of the requirements to provide privacy notices when sharing or receiving Personal Data.
- 11.2. All HIWFRS staff must complete mandatory GDPR training for which learning must be applied to all activities within their role including such covered by the partnership arrangement.

12. Individual Responsibilities

- 12.1. Every individual working for the Partner Organisations is responsible for the safekeeping of any Personal Data they obtain, handle, use and disclose.
- 12.2. Every individual should know how to obtain, use and share Personal Data they legitimately need to do their job.
- 12.3. Every individual should follow the guidelines set out in this Agreement and seek advice when necessary.

13. Data Accuracy, Rectification, Erasure and Portability

- 13.1. Each Partner Organisation will ensure that the Personal Data they process and share under this agreement is accurate and up to date.
- 13.2. Each Partner Organisation shall inform the other of any rectification or erasure of Personal Data or restriction of processing as required under Article 19 UK GDPR.

14. Data Subject Access Rights

- 14.1. Every individual has a right under Article 15 UK GDPR to request their Personal Data.
- 14.2. Each Partner Organisation will process Subject Access Requests for the information it holds in line with their existing policies and practices, redirecting requestors under existing procedures, when the request is for data not held by that Partner Organisation.
- 14.3. For the avoidance of doubt personal information supplied by the Partner Organisation will be treated as third party.

15. Data Protection Incidents

Potential data breach notification

- 15.1. On becoming aware of a potential data breach regarding the data identified in section 2.1, RBFRS's named contact will alert HIWFRS's Data Protection Officer at DP@hantsfire.gov.uk within 24 hours.
- 15.2. On becoming aware of a potential data breach regarding the data identified in section 2.2, HIWFRS will alert RBFRS's Data Protection Officer in writing via the provided email address - databreach@rbfrs.co.uk, within 24 hours.

The data protection officer will investigate the breach, who will be responsible for informing the ICO and who will correspond with the ICO.

On becoming aware of a potential breach, the party who is alleged to have committed it shall complete their respective data breach form. Then the respective Information Governance department is responsible for investigating the breach and reporting to the ICO if necessary. They will also inform the other Partner Organisation of the action taken. This will be done by contacting the Data Protection Officer who has day-to-day responsibility for providing advice on data protection. The Joint Management Board and Joint Delivery Team must also be informed.

- 15.3. The Partner Organisations will ensure that they implement any changes to processes or procedures required as a result of a data incident.

16. Indemnity – please refer to Joint Working Agreement held.

17. Commencement of this Agreement

17.1. Data will be shared under this Agreement between HIWFRS and RBFRS from the date when a named individual of each organisation signs the Declaration of Acceptance and Participation (below).

18. Review Arrangements

18.1. This Agreement will be reviewed annually and/or as required following a change to activities/data captured within the partnership arrangement.

18.2. Any of the signatories can request an extraordinary review at any time where a joint discussion or decision is necessary to address developments or issues.

19. Termination

19.1. Please refer to relevant section within Joint working agreement.

20. Agreement to Abide by this Data Sharing Agreement

20.1. We the undersigned agree that each Partner Organisation that we represent will adopt and adhere to this Data Sharing Agreement:

Please sign the ‘Declaration of Acceptance and Participation’ form below and return to:

DP@hantsfire.gov.uk for the attention of the Data Protection Officer

DECLARATION OF ACCEPTANCE AND PARTICIPATION
 (All sections of this form must be completed)

RBFRS

Your Name:	Paul Brooks
Your Position:	Head of Assets
Signature:	
Date:	

Agenda Item 12

Appendix E

Name(s) and email address(es) of individual(s) acting as main contact(s):	Primary Contact: Cath Dukes, RBFRS Data Protection Officer dukesc@rbfrs.co.uk Secondary Contact: Pete Skinner, skinnerp@rbfrs.co.uk
Name(s) of additional individual(s) who will process received data:	Mark Hawkins, hawkinsm@RBFRS.co.uk Rahela Costea, costear@RBFRS.co.uk Jackie Morris, morrisj@RBFRS.co.uk

HFRA

Your Name:	Darren House
Your Position:	Head of Operational Assets
Signature:	
Date:	

Names and email addresses of individuals acting as main contacts:	Primary Contact: Tim Mansbridge (tim.mansbridge@hantsfire.gov.uk) Secondary Contact: Megan Holmes (Megan.holmes@hantsfire.gov.uk)
Names of additional individuals who will process received data:	Colin Carter – Colin.carter@hantsfire.gov.uk Sean Collins – sean.collins@hantsfire.gov.uk

HIWFRS SIRO Signature

Your Name:	Matt Robertson
Your Position:	Senior Information Risk Owner
Signature:	
Date:	

RBFRS SIRO Signature

Your Name:	Nikki Richards
Your Position:	Senior Information Risk Owner
Signature:	
Date:	

ROYAL BERKSHIRE FIRE AUTHORITY REPORT



COMMITTEE	MANAGEMENT COMMITTEE
DATE OF MEETING	14 JULY 2025
SUBJECT	2024/25 BUDGET MONITORING – QUARTER 4
LEAD OFFICER	CONOR BYRNE, HEAD OF FINANCE AND PROCUREMENT
LEAD MEMBER	COUNCILLOR JEFF BROOKS
EXEMPT INFORMATION	NONE
ACTION	FOR NOTE AND ACTION

1. EXECUTIVE SUMMARY

1.1 To inform members of the revenue and capital outturns as well as the treasury position and reserves at the end of quarter 4 2024/25.

2. RECOMMENDATION

2.1 That the Management Committee **NOTE** the report; and

2.2 **AGREE** the reserves position as set out in **Appendix E**.

3. REPORT

Commentary on Revenue Outturn

3.1 The detailed revenue outturn for quarter 4, 2024/25 is shown in **Appendix A**. Net costs of TVFCS for quarter 4 are shown in **Appendix B**.

3.2 The 2024/25 Revenue Budget agreed by Fire Authority in February 2024 was set at £45.964m.

3.3 The revenue outturn for 2024/25 is shown in **Appendix A** and shows a surplus of £370,000 compared to budget. £350,000 of this surplus will be transferred to the Budget Contingency Reserve to cover the unbudgeted element of the pay awards for 2025/26 with the balance of £20,000 transferred to the Transformation Fund. Variances against individual revenue lines are explained below.

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- 3.4 Grey book staff received a pay settlement from 1 July 2024 of 4%. This was against a budget rate of 3.75% - an additional cost of £39,000. The budget was set with the crewing model that included a buffer of an additional ten firefighters. Station staff salary costs have been less than budgeted due to vacant posts in the first part of the year. In addition, the proportion of firefighters in development was higher than budgeted. Overall, there was a net cost savings on station salaries of around £465,000.
- 3.5 The overtime budget was set at a lower level, in anticipation that the implementation of Priority Project 6 of CRMP and the additional ten firefighter buffer would help lead to reduced overtime. The delay in the implementation of Priority 6 and the time taken to recruit additional firefighters has meant that the impact on overtime costs was not as large as forecast. Overtime came in £547,000 over budget for the year, most of which was offset by station vacancies (as above).
- 3.6 On-call stations showed an underspend across the county of £154,000, with Lambourn being £52,000 of this amount.
- 3.7 The Green book pay award was finalised at an average of 3.38% against the budget of 3.75% - a saving against the budget of £33,000. This is part of the Non-Stations Employee underspend of £115,000, which includes various vacancies, but is partly offset by higher officer overtime.
- 3.8 *Repairs and Maintenance* – This line is £60,000 over budget due to higher than expected reactive maintenance costs in the year with numerous necessary repairs to gates, boilers and water pumping systems.
- 3.9 *Utilities* – Reductions in gas and electricity usage, and lower gas prices have saved £112,000 against the budget.
- 3.10 *Clothing* – The purchase of new non-PPE clothing was largely rolled out by 31 March 2025. This expenditure, together with a backdated price increase on the national PPE contract of £28,000, led to additional expenditure of £103,000.
- 3.11 *Communications* – as reported in the Statement of Accounts to 31 March 2024, the Competition and Markets Authority imposed a charge control mechanism on Motorola in respect of the revenue that it could earn from Airwave. Motorola lodged an appeal – but were unsuccessful, and the Authority has received £344,497 in compensation.
- 3.12 *Occupational Health* – Costs were £18,000 higher than budget due to cost increases, additional number of wholetime staff with additional medicals, increased numbers of referrals – particularly of complex cases needing physician rather than adviser appointments. Referrals for mental health cases have also risen.
- 3.13 *Legal* – employment and other legal matters have given rise to spending being £24,000 higher than budget.

- 3.14 *Vehicle running costs* – These costs are £35,000 higher due to increased costs on the Hampshire Fleet contract, partly offset by lower fuel and diesel costs.
- 3.15 *Grants* – The main variance relates to the Pension Grant to cover additional pension costs, which has come in £87,000 higher than budgeted.
- 3.16 *Interest receivable* — We have been able to invest at higher fixed rates, so interest received from money on deposit was £378,000 higher than budgeted for the full year.
- 3.17 *Appropriations to reserves* - £518,760 is being set aside from revenue resources to cover the new WAN licences, secured for 10 years – as agreed at the Management Committee on July 22, 2024.
- 3.18 *Gov Grants/Precepts*. As part of budget setting, the Authority had to estimate, based on unitary authority data, the income due from Government for section 31 business rates relief payments, for both the current and prior years. The net variance is £62,000 more income.

Capital

- 3.19 Capital expenditure to quarter 4 and supporting commentary for each respective scheme is shown in **Appendix C**.

Treasury

- 3.20 Treasury management activity for quarter 4 is shown in **Appendix D**. All treasury management operations have been conducted in full compliance with the Authority's Treasury Management Practices.

Usable Reserves

- 3.21 Balances and movements on the Usable Reserves for 2024/25 are shown in **Appendix E**. Both the Budget Contingency Reserve and the General Reserve have been topped up to ensure that they remain at 3% and 5% respectively of the Annual Revenue Budget.

Efficiency Plan Cashable Savings

- 3.22 Efficiency savings achieved in 2024/25 are shown in **Appendix F**. Savings related to improved ways of working were less than planned. This was due to two factors: the time required to recruit the extra ten firefighters that were added to the operating model and the additional time required to implement CRMP project six, both of which meant that the overtime costs did not reduce by the planned amount.
- 3.23 Income generation relates to additional rental income from ex-service houses. The extra income in 2024/25 was less than planned due to the need for renovation works before the properties could be marketed.

4. CONTRIBUTION TO STRATEGIC COMMITMENTS

Agenda Item 13

- 4.1 *Sustainability:* We are committed to ensuring that we provide a financially sustainable Service and take meaningful action to help address the climate emergency.

5. FINANCIAL IMPLICATIONS

- 5.1 The outturn position on the Revenue Account is a surplus of £370,000.

6. LEGAL IMPLICATIONS

- 6.1 Expenditure complies with the Authority's Financial Regulations.

7. EQUALITY AND DIVERSITY IMPLICATIONS

- 7.1 There are no equality and diversity implications arising from this report.

8. RISK IMPLICATIONS

- 8.1 Budget setting assumptions that feed into the Medium-Term Financial Plan were reviewed and approved by Fire Authority.
- 8.2 Regular monitoring of expenditure against budgets helps ensure that resources are matched to need.

9. SUSTAINABILITY IMPLICATIONS

- 9.1 Environmental sustainability considerations are built into every capital project and the revenue implications of those projects is factored into the Medium-Term Financial Plan.

10. CONSISTENCY WITH DUTY TO COLLABORATE

- 10.1 The duty to collaborate is considered as part of the procurement process for both revenue and capital expenditure.

11. PRINCIPAL CONSULTATION

- 11.1 The Chief Fire Officer has noted the contents of the report.

12. BACKGROUND PAPERS

- 12.1 Agenda and Minutes, Royal Berkshire Authority: 15 February 2024

13. APPENDICES

- 13.1 Appendix A – Revenue position at quarter 4, 2024/25
- 13.2 Appendix B – Net costs of TVFCS quarter 4, 2024/25
- 13.3 Appendix C – Capital position at quarter 4, 2024/25
- 13.4 Appendix D – Treasury position at quarter 4, 2024/25

13.5 Appendix E – Usable Reserves at quarter 4 2024/25

13.6 Appendix F – Efficiency Plan Savings 2024/25

14. CONTACT DETAILS

14.1 Mark Hawkins, Finance Manager, hawkinsm@rbfrs.co.uk

14.2 Conor Byrne, Head of Finance and Procurement, byrnec@rbfrs.co.uk

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Budget to Actual

	Annual Budget £'000	Q4 Outturn £'000	Variance £'000
EMPLOYEES			
STATIONS	20,736	20,703	(33)
NON-STATIONS	14,542	14,427	(115)
TRAINING	712	723	11
OTHER	343	355	12
	36,333	36,208	(125)
PREMISES			
REPAIRS & MAINTENANCE	1,048	1,108	60
RATES	941	941	0
CLEANING	294	302	8
UTILITIES	742	630	(112)
	3,025	2,981	(44)
SUPPLIES			
INSURANCE	437	442	5
EQUIPMENT	594	584	(10)
IS EQUIPMENT & LICENCES	1,479	1,486	7
CLOTHING/PPE	373	476	103
COMMUNICATIONS	913	548	(365)
OCCUPATIONAL HEALTH	268	286	18
PRINT/STATIONERY/PUBLICATIONS/SUBSCRIPTIONS	142	161	19
COMMUNITY FIRE SAFETY SUPPLIES	124	117	(7)
SUPPLIES OTHER	240	256	16
	4,570	4,356	(214)
CONTRACTS			
CONTRIBUTION TO TVFCS & COLLABORATION	1,063	1,055	(8)
LEGAL	50	74	24
CONTRACTS OTHER (incl Professional Services)	1,289	1,293	4
	2,402	2,422	20
TRANSPORT			
VEHICLE RUNNING COSTS	801	836	35
TRAVEL	236	243	7
	1,037	1,079	42
PENSIONS			
PENSIONS	537	530	(7)
	537	530	(7)
INCOME			
GRANTS	(1,120)	(1,227)	(107)
RENTAL INCOME	(265)	(251)	14
TVFCS RECHARGE INCOME	(429)	(429)	0
INCOME OTHER	(917)	(945)	(28)
	(2,731)	(2,852)	(121)
NET COST OF SERVICES	45,173	44,724	(449)
DEBT CHARGES INTEREST	333	333	0
INVESTMENT INTEREST	(492)	(870)	(378)
REVENUE FUNDING OF CAPITAL	1,793	1,793	0
CAPITAL CONTRIBUTIONS TO STAFFING COSTS			0
APPROPRIATION TO/(FROM) RESERVES	(1,380)	(861)	519
FINANCING COSTS	550	550	0
REVERSAL OF ACCRUED HOLIDAY PAY	(13)	(13)	0
NET EXPENDITURE	45,964	45,656	(308)
GOV GRANTS/PRECEPTS	(45,964)	(46,026)	(62)
(SURPLUS)/DEFICIT BEFORE USE OF RESERVES	0	(370)	(370)

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Royal Berkshire Fire Authority
 Quarter 4 Budget Monitoring Report 2024/25

Thames Valley Fire Control Service (TVFCS)

	Annual Budget £'000	Outturn Year to March 25 £'000	Variance to Budget £'000
EMPLOYEES	2,108	2,084	(24)
CORPORATE RECHARGES TO TVFCS FROM RBFRS	429	429	0
SUPPLIES/ OTHER	50	46	(4)
TECHNOLOGY	287	291	4
NET COST OF TVFCS	2,874	2,850	(24)
RBFRS Share of Costs	1,063	1,055	(8)

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Project Owner	Active Capital Projects	Total Project Budget	Spend in Prior Years	Budgeted spend in 2024/25	Spend in 2024/25	Estimated Project Spend to Completion	Total Estimated Project Spend	Overall variance on Project	Estimated Project Completion Date	Commentary
		£000's A	£000's B	£000's C	£000's F- B-C	£000's F	F - A			
Estates Development Programme	L & D Training Centre	3,860	349	3,443	3,018	493	3,860	0	Q2 25/26	The main training centre modular building was completed in March 2025 and is now occupied and in use. Demolition of old offices and build of car park and landscaping is underway. The official Opening Ceremony is set for Friday 25th July 2025.
	Slough refurbishment	780	415	78	359	0	774	-6	Q3 24/25	Both projects have been completed.
	Water Rescue - Slough	122	3	77	105	0	108	-14	Q3 24/25	
	LED Lighting	225	0	250	183	0	183	-42	Q4 24/25	Project completed at less than budget (contingency did not need to be used)
	Sustainability - Heat Decarbonisation (Phase 1)	1,770	0	885	203	1,567	1,770	0	Q4 25/26	Competitive tenders were received and presented to MC where it was approved on 7th April 2025 and the delivery contract has now been awarded. The Project is now moving towards the delivery phase in line with the original programme with no issues flagged from Salix. The total project cost is estimated to be £2,253k, partly funded by a PSDC grant of £928k.
	Langley	950	0	475	0	950	950	0		Provisional figures from 24/25 SAIF. Budget to be approved by MC in 2025/26
	Minor Capital Works	171	0	200	20	151	171	0	Q2 25/26	The fire alarm upgrades at Lambourn and Mortimer were completed in February 2025. The EDI and LED lighting at Windsor and EDI and contaminants upgrades at Wokingham are under review.
	SUB-TOTAL	7,878	767	5,408	3,888	3,161	7,816	-62		
Fleet & equipment	White Fleet (including EV vehicle)	711	533	275	198	0	731	20	Q2 24/25	All the vehicles for the year have been delivered. The extra cost was due to VAT not being reclaimable on some vehicles.
	6 Light Vans	220	0	164	82	138	220	0	Q3 25/26	3 vans were delivered in the year, and 3 others are on order - with delivery expected in Q3 2025/26
	Appliances	2,664	0	2,020	1,602	1,062	2,664	0	Q3 25/26	The first 3 of 8 Appliances have been built and ancillary equipment is being purchased for the trucks and are expected to be in service in Q1 2025/26. Stage 1 of the remaining 5 Appliances has been paid for in 2024/25.
	Fitness Equipment	43	0	43	43	0	43	0	Q4 24/25	Project completed
	SUB-TOTAL	3,638	533	2,502	1,925	1,200	3,658	20		
ICT	Network Refresh (WAN)	394	0	404	0	400	400	6	Q3 25/26	A new contract has now been signed but work has not progressed as anticipated but is expected to be fully implemented by the end of Q3 25/26
	Network Refresh (WAN) - 10 year licences	519	0		0	519	519	0		
	Software - Firewatch Development	50	12		0	38	50	0	Q4 25/26	Development of the host environment taking place.
	Fireground Radio Replacement	136	0	136	120	7	127	-9	Q3 24/25	Project completed
	Station End Refresh	67	0		66	0	66	-1	Q3 24/25	Project completed
	Hardware - Laptops phase 1	107	0		107	0	107	0	Q1 24/25	Phase 1 has been completed.
	Hardware - Laptops / desktops, etc	361	0	361	49	312	361	0	Q4 25/26	Purchasing has started and further equipment will be purchased as required
	Service /Delivery	192	0	192	0	192	192	0		Will be used for delivering improvements to deployment system and migration of systems to the cloud
SUB-TOTAL	1,826	12	1,093	342	1,468	1,822	-4			
TVFCS	DS3000 technical refresh (ICCS)	242	0	222	181	0	181	-61	Q4 24/25	Project completed and final payments made in Q4 2024.25
TOTAL		13,584	1,312	9,225	6,336	5,829	13,477	-107		

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Treasury Management Update – Q4 2024/25

Background

The Local Government Act 2003 requires the Authority to have regard to the Chartered Institute of Public Finance and Accountancy’s Prudential Code for Capital Finance in Local Authorities (the Prudential Code) when determining how much money it can afford to borrow. The objectives of the Prudential Code are to ensure, within a clear framework, that the capital investment plans of local authorities are affordable, prudent and sustainable, and that treasury management decisions are taken in accordance with good professional practice. To demonstrate that the Authority has fulfilled these objectives, the Prudential Code sets out several indicators.

It is now a requirement of the CIPFA Prudential Code that these indicators are reported quarterly.

Borrowing

The Authority’s debt position was unchanged in Q4 2024/25, total debt remaining at £8,922,000.

	2024/25 Original Estimate (£000’s)	Position at 31 March 2025 (£000’s)
Debt	8,922	8,922

Investment Portfolio

The Authority held investments totalling £10.66m at 31 March 2025.

Bank of England’s Monetary Policy Committee (MPC) voted to maintain Bank Rate at 4.5% in their March 2025 meeting.

The three fixed term deposits totalling £7m that matured on the 12 February 2025 were not reinvested.

A sum of £10.66m was held in a call Account with a UK bank at 31 March 2025.

The Authority continues to closely monitor liquidity needs and invests to provide flexibility where needed.

The budget for interest earnings for 2024/25 was £492,000. The actual return in 2024/25 was £870,000.

Compliance with Treasury and Prudential Limits

It is a statutory duty for the Authority to determine and keep under review its affordable borrowing limits. During the quarter ended 31 March 2025, the Authority has complied with the treasury and prudential indicators set out in the Authority's Treasury Management Strategy Statement for 2024/25. The Head of Finance and Procurement reports that no difficulties are envisaged for the current or future years in complying with these indicators. All treasury management operations have also been conducted in full compliance with the Authority's Treasury Management Practices.

Treasury Indicators	2024/25 Budget (£000's)	31 March 2025 Actual (£000's)
Authorised Limit for external debt	16,535	16,535
Operational boundary for external debt	14,535	14,535
Gross external debt	8,922	8,922
Investments – 31 March 2025		10,660
Net borrowing – 31 March 2025		(1,738)

Maturity structure of fixed rate borrowing	31 March 2025 Actual (£000's)
Under 12 months	394
12 months to 24 months	0
24 Months to 5 Years	2,278
5 Years to 10 years	1,900
10 Years to 20 Years	1,350
20 Years to 30 Years	3,000
Total	8,922

Prudential Indicators	2024/25 Budget (£000's)	31 March 2025 Actual (£000's)
Capital expenditure	9,225	6,336
Capital Financing Requirement (CFR)	9,535	9,200
Annual change in CFR	(550)	(550)
In-year borrowing requirement	0	0
Ratio of financing costs to net revenue stream	1.71%	1.70%

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USABLE RESERVES

Appendix E

	Balance at 1 April 2024 £000	Movements in year £000	Balance at 31 March 2025 £000	Purpose
Budget Carry Forward Reserve	792	(262)	530	To roll forward specific budget lines where commitments have been made but expenditure has not yet been incurred by the close of the financial year
IT Licences	0	519	519	To cover the cost of 10 years of WAN licences
Detectors Reserve	71	(71)	0	No longer required - moved to general reserve
TVFCS Renewals Fund	585	(106)	479	To replace IT assets
Grants Received in Advance	964	(707)	257	The unspent balance of grants
Vacancy Reserve	65	(65)	0	No longer required - moved to general reserve
Budget Contingency Reserve	1,142	647	1,789	To offset in-year budget variations
Transformation Fund	901	(285)	616	To support new ways of working
Development Fund	3,195	(297)	2,898	To fund capital projects
TOTAL EARMARKED RESERVES	7,715	(627)	7,088	
GENERAL RESERVE	2,267	137	2,404	
CAPITAL RECEIPTS RESERVE	6,248	(3,900)	2,348	
TOTAL USABLE RESERVES	16,230	(4,390)	11,840	0

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Efficiency Plan Cashable Savings

	Planned 2024/25	Achieved in 2024/25	Variance
	£000	£000	
Savings			
Changes in what we do	49	48	-1
Improved ways of working	344	120	-224
Contractual savings	142	182	40
Savings sub-total	535	350	-185
Income generation	30	6	-24
Total	565	356	-209

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ROYAL BERKSHIRE FIRE AUTHORITY REPORT

COMMITTEE	MANAGEMENT COMMITTEE
DATE OF MEETING	14 JULY 2025
SUBJECT	QUARTER FOUR APPLIANCE AVAILABILITY TO MEET CORPORATE MEASURES 14, 15 & 16
LEAD OFFICER	TOM BRANDON, AREA MANAGER RESPONSE AND RESILIENCE
LEAD MEMBER	N/A
EXEMPT INFORMATION	NONE
ACTION	TO NOTE

1. **EXECUTIVE SUMMARY**

- 1.1 This report provides information on quarter four performance with a supporting narrative on the whole-time duty system, on-call duty system, and combined appliance availability.
- 1.2 Whole-time availability across the quarter was 98.1% against a target of 97.4%. This is a 1.4 percentage point improvement in comparison to Q3.
- 1.3 On-call appliance availability through the quarter was 36.6% against a target of 50%. This represents an 11.9 percentage point increase compared to Q3.
- 1.4 Baseline provision of 14 or more pumping appliances, including whole-time and on-call, was 96.7% against a target of 100%. This is a 14.1 percentage point improvement in performance compared to the 82.6% recorded in Q2. *[Performance against this measure is calculated based on whole shifts rather than minutes as with whole-time appliance availability].*
- 1.5 Against a corporate measure target of 75% of emergency incidents attended in 10 minutes, the Service achieved 72.2%.

2. **RECOMMENDATION**

That the Management Committee:

- 2.1 **NOTE** the 2024/25 quarter four performance of **98.1%** appliance availability of the Service's 14 whole-time appliances, in line with Corporate Measure 14¹.
- 2.2 **NOTE** the 2024/25 quarter four overall on-call appliance availability performance of **36.6%**, in line with Corporate Measure 15².

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- 2.3 **NOTE** the 2024/25 quarter four performance of **96.7%** of shifts where 14 or more pumping appliances were available, in line with Corporate Measure 16³.

3. **REPORT**

Response Standard:

- 3.1 The performance against the response standard for Q3 was below target with 72.2% of all incidents reached within 10 minutes of time of first emergency call being answered.
- 3.2 The number of incidents in Q4, 1748, was very similar to the 1767 recorded in the previous quarter. The table below highlights superior performance against the standard overnight compared to daytime. The lower incident demand and reduced traffic volume overnight can positively impact both call handling and travel times:

Q4 2024	Response Standard Performance
Day	69.1%
Night	75.0%

Response standard performance for day vs night

- 3.3 The Response Standard is made up of 3 constituent parts, the **call handling time**, the **turnout time**, and the **travel time**, with targets of 90 seconds each for call handling and turnout times, and seven minutes for travel time to make up the total 10-minute target.
- 3.4 The Authority, when setting the response standard, knew it was a challenging ambition to reach 75% of incidents within 10-minutes because the measure is highly sensitive to incident volume and profile, and many rural parts of the county cannot be reached within the target seven minutes of travel time.
- 3.5 Call handling performance improved from 70.3% in target during Q3 to 71.2% in target during Q4.
- 3.6 To help ensure call handling times are closely monitored, the TVFCS Joint Coordinating Group developed a suite of performance measures for control, which include a more detailed breakdown of call handling performance. This work has already enhanced our understanding of call handling performance and is helping us to understand trends with respect to call handling times by incident type.
- 3.7 Performance against target for turnout time in Q4 was 88.6%, which is good and consistent with overall performance in recent years. Times continue to be monitored internally to ensure any fluctuations in performance are appropriately managed.

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² Corporate Measure 15: Percentage of hours where there is adequate crewing on on-call frontline pumping appliances (fire engines).

³ Corporate Measure 16: Percentage of time that 14 or more pumping appliances are available (fire engines available for whole shifts).

- 3.8 Travel times in target fell slightly from 69.9% in Q3 to 68.7% in Q4. Travel time performance is closely monitored within the hubs which report into the Response Resourcing Group.
- 3.9 The Response Standard is an ambitious and stretching measure agreed by the Fire Authority and reports from the time the emergency call is received to the time of arrival on scene. For further context, it should be noted that Royal Berkshire Fire and Rescue Service was the only fire and rescue service in England to improve its attendance times at primary fires over a ten-year period, improving our average speed of response by 22 seconds, as reported in 2022/23. All other fire and rescue services saw increased attendance times in the same period. From the most recent Home Office data for 2023/24, we continue to perform above the average for England for most fire incident types in terms of attendance times.
- 3.10 It is noteworthy that the Response standard was not met in Q4, despite relatively low call volumes, wholtime appliance availability exceeding target and the baseline of 14 appliances being available for 96.7% of shifts. Other than in 2019, the standard has not been met in any year, outside of those with Covid lockdown measures in place, since it was agreed in 2016.
- 3.11 We will continue to closely monitor and manage our performance against the Response Standard, together with longer-term trends in our incident profile and demand. In addition to the detailed work on call handling, we will continuously review the management of our resources via our internal Response Resourcing Group to ensure we are optimising our ability to respond as quickly as possible and explore opportunities in the longer-term that would support this objective.

Whole-time Duty System Appliance Availability

- 3.12 This section of the report provides the 2024/25 quarter four performance update against Corporate Measure 14, which is the *percentage of whole-time frontline pumping appliance availability*. Overall availability for the quarter was 98.1% against a target of 97.4%.
- 3.13 RBFRS employ a lean operating model, including the Whole-time Duty System (WDS) provision. Maintaining sufficient minimum numbers of qualified firefighters requires effective management combined with flexibility and commitment to provide additional hours from staff on a pre-arranged overtime (PAOT) basis.
- 3.14 The arrival of 18 new apprentices on stations in November maintained station-based staff numbers slightly above the budgeted level of 334 throughout the quarter which contributed to the above-target performance highlighted above.
- 3.15 Looking forward, it is anticipated that staff numbers will begin to dip below that number in Q1 before they are again replenished by the new cohort of

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apprentices due to arrive on stations during Q2 in time for the summer holiday period, which traditionally sees very high incident demand.

- 3.16 WDS availability was also aided by the low demand for leave that was seen in Q4. It is anticipated that Q1 of 2025/26 will see an uptick in leave which will continue into Q2, exerting downward pressure on appliance availability for the summer.
- 3.17 Sickness among station-based staff improved from 9% in Q3 to 8.3% in Q4. However, this remains substantially above the 5% target, and we are likely to see impacts on appliance availability if this level of sickness continues into the months of higher leave demand highlighted above.
- 3.18 Due to staff turnover during the past two years, the Service now has a significant proportion (38%) of whole-time operational staff in development roles. The training and assessment requirements add further pressure to the management of appliance availability. The operational support and improvement team now meets regularly with colleagues from learning and development to minimise the impacts of training and development on availability by planning and scheduling courses around other demands.

On-Call Duty System Appliance Availability

- 3.19 The report also details performance against Corporate Measure 15, which sets a target of *50% of hours where there is adequate crewing on on-call frontline pumping appliances (based on 24/7 crewing)*. This measure is being applied across the individual and overall availability of the Service's five on-call appliances. The overall availability for on-call appliances in Q4 was 36.6%, 12.6 percentage points higher than Q3.
- 3.20 Q4 saw an improvement in availability compared to Q3 at every station in the service. Notable achievements include Maidenhead more than doubling from 9.3% to 20.3% and at Crowthorne where availability increased from 51.6% to 76.8%.

Year	Q1.	Q2.	Q3.	Q4.
2024/25	34.1%	35.5%	24.7%	36.6%
2023/24	46.5%	38.4%	33.5%	41.5%
2022/23	44.4%	40.3%	35.9%	41.7%

Year on year comparison

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3.21 The table below shows availability performance by quarter for the year-to-date.

5. Percentage of hours where there is adequate crewing on on-call frontline pumping appliances (based on 24/7 crewing)					2024/25
Station	Q1	Q2	Q3	Q4	Year to Q3
Crowthorne	43.2%	51.7%	51.6%	76.8%	55.8%
Hungerford	38.8	40.4%	25.3%	28.6%	34.6%
Lambourn	3.7%	3.3%	0.5%	2.9%	2.6%
Maidenhead	19.0%	25.7%	9.3%	20.3%	18.6%
Mortimer	65.8%	56.5%	36.7%	48.9%	51.9%

On Call fire engine availability by station

3.22 Crowthorne saw the dividends of concerted recruitment and training efforts which have resulted in a very marked improvement in performance as the year has progressed. Looking forward, the retirement of the long-standing watch manager is likely to reverse this trend of improvement although succession-planning is in process.

3.23 Following the retirement of Hungerford’s long-serving Watch Manager which impacted performance in Q3, availability issues have been prolonged into Q4 as a result of sickness among key members of staff at the station.

3.24 Increasing Lambourn’s availability continues to be challenging with the lack of a substantive supervisory manager. However, a new recruit at the station is expected to take on a supervisory role during Q2 2025/26 and it is expected a significant improvement will then be seen in terms of availability.

3.25 Maidenhead’s availability during Q4 has improved significantly as a result of two firefighters passing the crew manager process and becoming available to provide incident command skills for the station. Looking forward, the progression of six trainees to become part of critical crewing is expected to further improve availability during Q2 of 2025/26.

3.26 Availability at Mortimer has improved markedly since the sudden departure of the long-serving watch manager there severely impacted crewing. The new temporary watch manager led the station to achieve above 53% availability for the last two months of Q4 – a significant achievement considering the station hit a low of 13.9% during November of Q3.

Combined Pumping Appliance Availability by Shift

3.27 This section of the report provides the 2024/25 quarter three performance update against Corporate Measure 16. This is a new measure introduced this year to assist in monitoring our compliance with our CRMP commitment to

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ensure a baseline service provision of 14 pumping appliances. It sets a target of 100% for the availability of 14 or more pumping appliances. Overall availability for Q4 was 96.7%.

- 3.28 There were 14 WDS appliances available for 163 of the 180 shifts that occurred during Q4 which equates to 91%. When On Call appliances are taken into account for baseline service provision, the number of shifts with 14 or more appliances was 174 out of 184, or 96.7% of the shifts.
- 3.29 The table below shows performance against this measure across all shifts and broken down by day and night shifts. It is notable that performance is significantly better for nightshifts where On Call availability is better:

Shift	Total	x14 WDS available	x14+ WDS/OC available	% of shifts with x14+ available
All	180	163	174	96.7%
Day	90	82	84	92.3%
Night	90	81	90	100%

Performance against CM16 overall and by day/night.

- 3.30 Despite the relatively low number of PAOT shifts that were available during Q4, a lack of uptake meant that an appliance was degraded during eight day shifts, although the availability of an OC appliance on two of those occasions maintained our baseline provision of 14 appliances.
- 3.31 It is noteworthy that the nine shifts overnight where a WDS was unavailable during Q4 were all supported with On Call availability which enabled the baseline provision of 14 appliances to be achieved for 100% of nightshifts.

Priority Six

- 3.32 Priority Six (P6) is now embedded within service ways of working and is routinely implemented where On Call appliance availability allows.
- 3.33 P6 was invoked on seven occasions during Q4 to support baseline service provision resulting in an estimated saving of £9,885 in PAOT costs.
- 3.34 Overall, during the period since it was implemented on 16 September 2024 to the end of Q4 in 2025, P6 has saved an estimated £29,529 in PAOT costs. Looking forward, it is anticipated that the rate of savings in PAOT resulting from the implementation of P6 are likely to rise during the months of Q1 and Q2 because of increased extractions exerting downward pressure on WDS appliance availability.

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4. CONTRIBUTION TO STRATEGIC COMMITMENTS

4.1 Commitment 3 – Response

We will ensure that our people are trained, and resources are located to provide the most effective response and to have a positive impact on incidents in our communities.

5. FINANCIAL IMPLICATIONS

5.1 The use of pre-arranged overtime (PAOT) continues to support a lean crewing model and to mitigate the effects of vacancies, sickness and absences for training.

6. LEGAL IMPLICATIONS

6.1 Reliance on pre-arranged overtime to maintain appliance availability could lead to conflict with the following two clauses of the Grey Book:

(25) Employees are free to volunteer to work pre-arranged overtime for no more than twenty-four hours per month, averaged over a six-month period.

(26) Pre-arranged overtime will not be used to make up any planned shortfall in the overall staffing levels set out in the fire and rescue authority's Integrated (Community) Risk Management Plan'

7. EQUALITY AND DIVERSITY IMPLICATIONS

7.1 None identified.

8. RISK IMPLICATIONS

8.1 The provision of sufficient minimum qualified firefighters and appliance availability is listed as a corporate risk under risk 681. It is monitored by the Director of Service Delivery, and, as necessary, treatments are reported to the Senior Leadership Team and the Audit and Governance Committee.

9. SUSTAINABILITY IMPLICATIONS

9.1 None identified.

10. CONSISTENCY WITH DUTY TO COLLABORATE

10.1 None identified.

11. PRINCIPLE CONSULTATION

11.1 All Senior Leadership Team (SLT) have been consulted during the preparation of this report.

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12. **BACKGROUND PAPERS**

12.1 None.

13. **APPENDICES**

13.1 None.

14. **CONTACT DETAILS**

14.1 Katie Mills, Assistant Chief Fire Officer/Director of Service Delivery,
millsk@rbfrs.co.uk

14.2 Tom Brandon, Area Manager, Response and Resilience,
brandont@rbfrs.co.uk

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ITEM	DECISION BODY	NEXT REPORTING DATE	REPORTING FREQUENCY	RECOMMENDED ACTION	LEAD OFFICER	LEAD MEMBER	PART I / II
Recruitment and Retention six Month Update	Management Committee	07.10.25	Ad-hoc	Note	HHR&L&D	N/A	Part I
Budget Monitoring Q1	Management Committee	07.10.25	Annual	Note	HF&P	Budget and Income Generation Lead	Part I
Appliance Availability Q1	Management Committee	07.10.25	Quarterly	Note	AM (R&R)	N/A	Part I
External Audit report	A&GC	20.10.25	Quarterly	Note	HF&P	N/A	Part I
Internal Audit report	A&GC	20.10.25	Annual	Note	HF&P	N/A	Part I
Annual Governance Statement	A&GC	20.10.25	Annual	Decision	Programme Office Mgr	N/A	Part I
Statement of Accounts	A&GC	20.10.25	Annual	Note	HF&P	N/A	Part I
Q1 Performance Report	A&GC	20.10.25	Quarterly	Note	Data, Performance and Risk Manager	N/A	Part I
Annual Treasury Report and Mid-year report	Fire Authority	25.10.25	Annual	Note	HF&P	Budget and Income Generation Lead	Part I
Budget Monitoring Q2	Management Committee	10.12.25	Annual	Note	HF&P	Budget and Income Generation Lead	Part I
CRMP Priority Programmes	Management Committee	10.12.25	Every meeting	Note	HCS	CRMP Lead	Part I
Appliance Availability Q2	Management Committee	10.12.25	Quarterly	Note	AM (R&R)	N/A	Part I
Annual Governance Statement 23/24	A&GC	26.01.26	Annual	Decision	HF&P / Programme Office Manager	N/A	Part I
Statement of Accounts	A&GC	26.01.26	Annual	Decision	HF&P	N/A	Part I
Statement of Assurance 2024/25	A&GC	26.01.26	Quarterly	Note and Recommend	HCS	N/A	Part I
Gender, Ethnicity and Equality Pay Gap	A&GC	26.01.26	Annual	Note	HHR&L&D	N/A	Part I
Pay Policy Statement	A&GC	26.01.26	Annual	Note and Recommend	HHR&L&D	N/A	Part I
Internal and External Audit report	A&GC	26.01.26	Quarterly	Note	HF&P	N/A	Part I
Constitutional Review	A&GC	26.01.26	every four years	Note and recommend	MO	N/A	Part I
Q2 Performance Report	A&GC	26.01.26	Quarterly	Note	Data, Performance and Risk Manager	N/A	Part I
Scheme of Member Allowances Annual Review	Management Committee	10.02.26	Annual	Note and recommend	MO	N/A	Part I
Annual Budget 25/26, Medium Term Financial Plan, SAIF and TVFCS Budget	Management Committee	10.02.26	Annual	Note and recommend	HF&P	Finance Lead	Part I

ITEM	DECISION BODY	NEXT REPORTING DATE	REPORTING FREQUENCY	RECOMMENDED ACTION	LEAD OFFICER	LEAD MEMBER	PART I / II
Budget Monitoring Q3	Management Committee	10.02.26	Annual	Note	HF&P	Budget and Income Generation Lead	Part I
CRMP Priority Programmes	Management Committee	10.02.26	Every meeting	Note	HCS	CRMP Lead	Part I
Appliance Availability Q3	Management Committee	10.02.26	Quarterly	Note	AM (R&R)	N/A	Part I
Scheme of Member Allowances Annual Review	Fire Authority	23.02.26	Annual	Decision	MO	N/A	Part I
Contract Regulations	Fire Authority	23.02.26	Ad-hoc	Decision	HF&P	N/A	Part I
Annual Budget 25/26, Medium Term Financial Plan & Strategic Asset Investment Framework and TVFCS Budget	Fire Authority	23.02.26	Annual	Decision	HF&P	Finance Lead	Part I
Pay Policy Statement	Fire Authority	23.02.26	Annual	Decision	HHR&L&D	N/A	Part I
Internal Audit Report	A&GC	16.03.26	quarterly	Note	HF&P	N/A	Part I
External Audit Report	A&GC	16.03.26	quarterly	Note	HF&P	N/A	Part I
Annual Report on Members Development	A&GC	16.03.26	Annual	Note and Recommend	HCS	N/A	Part I
Annual report on Governance / Members attendance and allowances	A&GC	16.03.26	Annual	Note and Recommend	HCS	A&GC Chairman	Part I
Quarter 3 Performance Report	A&GC	16.03.26	Quarterly	Note	Data, Performance and Risk Manager	N/A	Part I
Members Code of Conduct Consultation	A&GC	16.03.26	every four years	Decision	MO	N/A	Part I
CRMP Priority Programmes	Management Committee	16.04.26	Every meeting	Note	HCS	CRMP Lead	Part I
Corporate Calendar 2025/26	Fire Authority	30.04.26	Annual	Decision	HCS	N/A	Part I
Lead Member and Champion Annual Reports	Fire Authority	30.04.26	Annual	Note	Lead Officers	Lead Members	Part I
Annual Plan	Fire Authority	30.04.26	Annual	Decision	HCS	N/A	Part I

**Categories of “Exempt Information”
under Schedule 12A of the Local Government Act 1972**

	Category
	[For each of nos 1 - 7, see <u>Qualification 1</u> below]
1	Information relating to any individual
2	Information which is likely to reveal the identity of an individual.
3	Information relating to the financial or business affairs of any particular person (including the authority holding that information). [see <u>Qualification 2</u> below]
4	Information relating to any consultations or negotiations, or contemplated consultations or negotiations, in connection with any labour relations matter arising between the authority or a Minister of the Crown and employees of, or office holders under, the authority.
5	Information in respect of which a claim to legal professional privilege could be maintained in legal proceedings.
6	Information which reveals that the authority purposes: (a) to give under any enactment a notice under or by virtue of which requirements are imposed on a person; or (b) to make an order or direction under any enactment.
7	Information relating to any action taken or to be taken in connection with the prevention, investigation or prosecution of crime.

Qualifications:

- (1) Information falling within paragraph 3 is not exempt information by virtue of that paragraph if it is required to be registered under -
 - (a) the Companies Act 1985;
 - (b) the Friendly Societies Act 1974;
 - (c) the Friendly Societies Act 1992;
 - (d) the Industrial and Provident Societies Acts 1965 to 1978;
 - (e) the Building Societies Act 1986; or
 - (f) the Charities Act 1993.
- (2) Information is not exempt information if it relates to proposed development for which the local planning authority may grant itself planning permission pursuant to regulation 3 of the Town and Country Planning General Regulations 1992.
- (3) Information which -
 - (a) falls within any of paragraphs 1 to 7 above; and
 - (b) is not prevented from being exempt by virtue of the two preceding paragraphs

is exempt information if and so long, as in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest

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in disclosing the information.

Interpretation:

- (4) "*Employee*" means a person employed under a contract of service;
- (5) "*Financial or business affairs*" includes contemplated, as well as past or current, activities;
- (6) "*Labour relations matter*" means -
 - (a) any of the matters specified in paragraphs (a) to (g) of section 218(1) of the Trade Union and Labour Relations (Consolidation) Act 1992[10] (matters which may be the subject of a trade dispute, within the meaning of that Act);
or
 - (b) any dispute about a matter falling within paragraph (a) above;and for the purposes of this definition the enactments mentioned in paragraph (a) above, with the necessary modifications, shall apply in relation to office-holders under the authority as they apply in relation to employees of the authority;
- (7) "*Office-holder*", in relation to the authority, means the holder of any paid office appointments to which are or may be made or confirmed by the authority or by any joint board on which the authority is represented or by any person who holds any such office or is an employee of the authority;
- (8) "*Registered*" in relation to information required to be registered under the Building Societies Act 1986, means recorded in the public file of any building society (within the meaning of that Act).

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