

date, and the Fire Authorities wish to extend the TVFCS so until the end of such initial term by extending the Expiry Date in the Agreement pursuant to this Deed of Variation.

- (H) In addition, the Fire Authorities have reviewed the operation of the Agreement and wish to make certain variations to it pursuant to this Deed of Variation.

NOW IT IS HEREBY AGREED AND DECLARED

1. Definitions and interpretation

- 1.1. Unless otherwise defined below, terms and expressions used in this Deed of Variation shall have the meanings given to them in the Agreement, as varied by this Deed of Variation.
- 1.2. In this Deed of Variation, the following expressions shall have the following meanings:
- 1.2.1. **“Deed of Variation”** means this agreement together with its Schedules; and
- 1.2.2. **“Variation Date”** means the date of this Deed of Variation.¹

2. Variation

- 2.1. The Fire Authorities agree that from the Variation Date the Agreement shall be varied as set out in the Appendix to this Deed of Variation.
- 2.2. For the avoidance of doubt all terms and conditions of the Agreement shall apply prior to the Variation Date.
- 2.3. Except to the extent as expressly varied pursuant to clause 2.1 above, the Agreement shall remain in full force and effect.

3. Extension of the TVFCS

- 3.1. The Expiry Date of the Agreement is varied to be at the end of the initial term of the CCS Contract², as shown in the Appendix to this Deed of Variation.
- 3.2. For the avoidance of doubt, the Fire Authorities wish to retain the provisions of clause 30 (Discussions prior to expiry) of the Agreement, with the intention that these provisions take effect in respect of the Expiry Date as varied by this Deed of Variation.

4. Governing law and jurisdiction

- 4.1. This Deed of Variation shall be governed by and construed in accordance with English law and each Fire Authority submits to the exclusive jurisdiction
-

of the courts of England and Wales.

IN WITNESS WHEREOF the Fire Authorities have executed this agreement as a Deed the day and year first above written

The Common Seal of
Buckinghamshire and Milton Keynes
Fire Authority was affixed to this deed
in the presence of:

)
)
)
)
)
).....
Authorised Signatory

The Common Seal of
Oxfordshire County Council was
affixed to this deed in the presence of:

)
)
)
)
)
).....
County Solicitor/Designated Officer

The Common Seal of
Royal Berkshire Fire Authority was
affixed to this deed in the presence of:

)
)
)
)
)
).....
Authorised Signatory

Appendix

The variations to the Agreement are shown, highlighted, as deleted text and underlined new text in the following copy of the Agreement.

DATED 2015

BUCKINGHAMSHIRE AND MILTON KEYNES FIRE AUTHORITY

-and-

OXFORDSHIRE COUNTY COUNCIL

- and -

ROYAL BERKSHIRE FIRE AUTHORITY

**LEGAL AGREEMENT RELATING TO THE
STEADY STATE OPERATION OF THE
THAMES VALLEY FIRE CONTROL SERVICE**

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THIS AGREEMENT (this “**Agreement**”) is dated the of 2015

BETWEEN:

- (1) Buckinghamshire and Milton Keynes Fire Authority of Stocklake, Aylesbury, Buckinghamshire, HP20 1BD (“**BMKFA**”); and
- (2) Oxfordshire County Council of County Hall, New Road, Oxford OX1 1ND (“**OCC**”), and
- (3) Royal Berkshire Fire Authority of Newsham Court, Pincents Kiln, Calcot, Reading, Berkshire, RG31 7SD (“**RBFA**”),

the “**Fire Authorities**”, each a “**Fire Authority**”.

BACKGROUND:

- (A) The Fire Authorities have collaborated to deliver a single joint emergency call handling, mobilising and resource management function for the Fire Authorities from a single location at Calcot in Berkshire (the “**Primary Control Room**”) and a fall back provision to a joint secondary control room in Kidlington in Oxfordshire (the “**Secondary Control Room**”) (together the “**TVFCS**”).
- (B) The basis of their collaboration in establishing the TVFCS was set out in a Programme Partnering Agreement between OCC and RBFA dated 14 September 2012 (the “**PPA**”) and a further agreement between OCC and RBFA on the one part and BMKFA on the other part dated 22 March 2013 (the “**Bucks Agreement**”).
- (C) The TVFCS has been established by the Fire Authorities in order to fulfil the statutory responsibilities placed on the Fire Authorities under sections 7(2)(c); 8(2)(c) and 9(3)(c) of the Fire and Rescue Services Act 2004 and to assist the Fire Authorities in fulfilling the duties placed on them as Category 1 responders under the Civil Contingencies Act 2004 and regulations made pursuant to it (the “**Statutory Functions**”).
- (D) The Fire Authorities intend to discharge their Statutory Functions jointly pursuant to section 101(5) of the Local Government Act 1972 and have agreed that TVFCS will be overseen and managed by officers of all of the Fire Authorities acting together through the Coordination Group, primarily using staff and premises of RBFA, who will operate TVFCS in the Primary Control Room.
- (E) The Fire Authorities have appointed a joint committee (the “**Joint Committee**”) under section 102 of the Local Government Act 1972 and the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 in order to provide overall strategic oversight and direction for the TVFCS and its Coordination Group and this Agreement sets out the basis on which the Joint Committee is established and the agreed arrangements for its operation.

- (F) The Primary Control Room and Secondary Control Room are now ready to become operational and this Agreement sets out the obligations of the Fire Authorities in relation to the operation, management, governance and funding of TVFCS.

NOW IT IS HEREBY AGREED AND DECLARED

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. Capitalised terms used in this Agreement shall have the meaning given to them in Schedule 1 (Definitions) to this Agreement or as otherwise defined in this Agreement.
- 1.2. This Agreement shall be interpreted according to the following provisions, unless the context requires a different meaning:
- 1.2.1. the headings and marginal notes and references to them in this Agreement shall be deemed not to be part of this Agreement and shall not be taken into consideration in the interpretation of this Agreement;
 - 1.2.2. except where the context expressly requires otherwise, references to clauses, sub-clauses, paragraphs, sub-paragraphs, parts and schedules and references to clauses, sub-clauses, paragraphs, sub-paragraphs and parts of and the Schedules to this Agreement and references to sections, Appendices and Annexes (if any) are references to sections, appendices and annexes to or contained in this Agreement;
 - 1.2.3. the Schedules to this Agreement are an integral part of this Agreement and a reference to this Agreement includes a reference to a Schedule in this Agreement;
 - 1.2.4. except where the context expressly requires otherwise, references to paragraphs made in a Schedule or in a part of a Schedule to this Agreement are references to a paragraph contained in that Schedule or part of a Schedule;
 - 1.2.5. words importing persons shall, where the context so requires or admits, include individuals, firms, partnerships, councils, corporations, governments, governmental bodies, authorities, agencies, unincorporated bodies or persons or associations and any organisations having legal capacity and their successors and permitted assignees or transferors;
 - 1.2.6. where the context so requires words importing the singular only also include the plural and vice versa and words importing the masculine shall be construed as including the feminine or the neuter or vice versa;
 - 1.2.7. the language of this Agreement is English. All correspondence, notices and information shall be in English;

- 1.2.8. any reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment order, regulation or instrument (including any EU Instrument) as amended, replaced, consolidated or re-enacted;
- 1.2.9. the words in this Agreement shall bear their natural meaning. The Fire Authorities have had the opportunity to take legal advice on this Agreement and no term shall, therefore, be construed contra proferentem;
- 1.2.10. general words or phrases introduced or followed by the word “other” or “including” or “in particular” or “for example” shall be construed as illustrative and shall not be given a restricted meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general;
- 1.2.11. for the avoidance of doubt, unless specified to the contrary, or agreed between the Fire Authorities, nothing in this Agreement shall impose or imply any joint liability on the Fire Authorities and neither Fire Authority shall be liable in any way for any acts or omissions under this Agreement caused solely by the act or omission of another;
- 1.2.12. where notices are required to be in writing or written the reference to “Writing” or “Written” shall include email but not faxes.

2. DURATION OF THIS AGREEMENT

- 2.1. This Agreement shall commence on the Commencement Date and shall terminate on the Expiry Date, unless terminated earlier in accordance with the terms of the Agreement.
- 2.2. Without prejudice to clause 2.1 a Fire Authority may cease to be a party to this Agreement in the circumstances set out in
 - 2.2.1. clause 26 (Termination of Membership of a Fire Authority for Material Breach) or
 - 2.2.2. clause 27 (Voluntary Termination of the Membership of a Fire Authority by Notice), or
 - 2.2.3. clause 28 (Withdrawal of a Fire Authority due to Reorganisation).
- 2.3. Where a Fire Authority ceases to be a party to this Agreement in the circumstances set out in clause 26 (Termination of Membership of a Fire Authority for Material Breach) or clause 27 (Voluntary Termination of the Membership of a Fire Authority by Notice) or clause 28 (Withdrawal of a Fire Authority due to Reorganisation), this Agreement shall continue provided that there are two remaining Fire Authorities.

3. PRIMARY OBJECTIVES

- 3.1. The Fire Authorities agree that the Purpose shall be undertaken in order to achieve the Primary Objectives.
- 3.2. Each Fire Authority shall discharge its obligations under this Agreement in order to achieve the Primary Objectives.

4. PRINCIPLES OF COLLABORATION

- 4.1. The Fire Authorities agree that they will each act in the following way when carrying out the Purpose ("**Principles**"):
 - 4.1.1. collaborate and co-operate. Establish and adhere to the governance structure set out in this Agreement to ensure that activities are delivered and actions taken as required;
 - 4.1.2. be accountable. Take on, manage and account to each other for performance of their responsibilities as set out in this Agreement;
 - 4.1.3. be open. Communicate openly about concerns, issues or opportunities relating to the running of TVFCS;
 - 4.1.4. 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;
 - 4.1.5. adopt a positive outlook. Behave in a positive, proactive manner;
 - 4.1.6. adhere to statutory requirements and best practice. Comply with applicable laws and standards including procurement rules, data protection and the Information Laws. In particular the Fire Authorities agree to comply with the requirements of the Information Sharing Protocol;
 - 4.1.7. act in a timely manner;
 - 4.1.8. manage stakeholders effectively; and
 - 4.1.9. provide appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this Agreement.

5. GOOD FAITH

- 5.1. The Fire Authorities shall act in good faith towards one another at all times and in relation to all matters arising under this Agreement.
- 5.2. The Fire Authorities will do all things reasonably within their power which are necessary or desirable to give effect to the spirit and intent of this Agreement.

- 5.3. The Fire Authorities shall co-operate in identifying, as early as reasonably possible, any issues or problems which will or may tend to prevent compliance with the provisions of the Agreement and to reach and implement solutions to overcome such issues or problems.
- 5.4. Without prejudice to the generality of the foregoing, each Fire Authority shall use reasonable endeavours to inform the other Fire Authorities as soon as reasonably practicable of any circumstances which might prejudice its ability to comply with its obligations under this Agreement whether temporarily or permanently (but the provision of any such information shall not in any way release or excuse such Fire Authority from any of its obligations under this Agreement).
- 5.5. The Fire Authorities, jointly and severally, shall take all reasonable steps to mitigate any Losses arising from a party's failure to act in accordance with the terms of the Agreement.
- 5.6. The Fire Authorities shall work together, as far as is reasonable and practicable, to reduce the detrimental impact on each other of any failure of any Fire Authority to carry out its obligations under the Agreement.
- 5.7. The Fire Authorities shall work together, in a spirit of openness and mutual good faith, to resolve any difficulties openly, quickly and honestly, before any such issue has a negative impact on any element of the Agreement. In the absence of a resolution to any such issue the Dispute Resolution Procedure shall apply.

6. OBLIGATIONS OF THE FIRE AUTHORITIES IN RELATION TO THE OPERATION OF TVFCS

- 6.1. Each of the Fire Authorities shall:
 - 6.1.1. comply with all applicable Laws;
 - 6.1.2. comply with their standing orders and other rules on contracting;
 - 6.1.3. comply with their obligations, whether express or implied, as set out in the Concept of Operations;
 - 6.1.4. comply with their obligations, whether express or implied, as set out in the Processes and Procedures;
 - 6.1.5. take all such steps as are necessary to support each of the partner Fire Authorities to comply with their obligations under the Agreement;
 - 6.1.6. train and manage all relevant staff in the operation, support and management of the TVFCS;
 - 6.1.7. when entering premises owned or occupied by a partner Fire Authority, comply (and ensure that their staff comply) with all relevant policies of the Fire Authority whose premises they are

entering including, but not limited to, policies relating to health and safety, security, employee relations and operational protocols;

- 6.1.8. obtain the consent of the Coordination Group before making any changes to their systems, network, technology, general situation or method of operation which may, in the opinion of the Coordination Group, acting reasonably, impact on the operation of the TVFCS or any area of operation connected to the TVFCS.

7. OBLIGATIONS OF RBFA IN RELATION TO THE OPERATION OF TVFCS

- 7.1. Without prejudice to the obligations of all of the Fire Authorities pursuant to clause 6.1, and subject to the provisions of clause 7.2, the Fire Authorities agree that RBFA shall as employer of the TVFCS Staff and as the Fire Authority situated at the Primary Control Room operate and manage the TVFCS:

- 7.1.1. in accordance with the reasonable instructions of the Coordination Group (given in accordance with clause 7.7); and
- 7.1.2. in accordance with the Concept of Operations; and
- 7.1.3. in accordance with the TVFCS Processes and Procedures; and
- 7.1.4. as may be reasonably expected in order for TVFCS to function in accordance with the Purpose and the Primary Objectives.

- 7.2. The Fire Authorities agree that RBFA shall act at all times in accordance with its own policies and procedures and that

- 7.2.1. an instruction given by the Coordination Group under clause 7.1.1 shall only be reasonable if consistent with RBFA Policies, and
- 7.2.2. nothing in this clause 7 or the Agreement shall require RBFA to act otherwise than in accordance with the RBFA Policies.

- 7.3. In the event of a conflict between the sub clauses of clause 7.1 then the following order of precedence shall apply in descending order of precedence with clause 7.1.1 taking precedence:

- 7.3.1. the provisions of clause 7.1.1; followed by
- 7.3.2. the provisions of clause 7.1.2; followed by
- 7.3.3. the provisions of clause 7.1.3; followed by
- 7.3.4. the provisions of clause 7.1.4

and RBFA shall use all reasonable endeavours to procure that the TVFCS Group Manager draws any such conflict to the attention of the Coordination Group Chairman as soon as reasonably practicable.

- 7.4. Where, on any matter that relates to the operation and management of the TVFCS:
- 7.4.1. the Coordination Group has not issued any reasonable instructions; and
 - 7.4.2. the Concept of Operations and the TVFCS Processes and Procedures are silent,

the Fire Authorities agree that, provided that RBFA acts in accordance with clause 7.1.4, it shall have discharged its obligations in that context under this Agreement.
- 7.5. The Primary and Secondary Control Rooms shall be operated under the day-to-day direction of the TVFCS Group Manager.
- 7.6. Notwithstanding the provisions of clause 7.5, RBFA shall use all reasonable endeavours to ensure that the TVFCS Group Manager draws to the attention of the Coordination Group Chairman any aspect of the operation and management of the Control Room, which the TVFCS Group Manager reasonably believes is material and which is not covered by
- 7.6.1. an existing instruction of the Coordination Group,
 - 7.6.2. the Concept of Operations or
 - 7.6.3. the TVFCS Processes and Procedures
- where such aspects become apparent during the course of the operation of TVFCS and provided that such aspect has not previously been notified to the Coordination Group Chairman³.
- 7.7. For the purposes of clause 7.1.1:
- 7.7.1. instructions of the Coordination Group may concern any matter related to the Purpose regardless of whether the Concept of Operations or the TVFCS Processes and Procedures or the Control Reports cover the matter;
 - 7.7.2. instructions shall be valid if recorded on the Coordination Group 'Actions and Decisions' log or given to the TVFCS Group Manager in writing (including for the purposes of this clause 7.7.2 by email) by the Coordination Group Chairman;
 - 7.7.3. all notifications which the TVFCS Group Manager is required to give to the Coordination Group shall be valid if raised via the Coordination Group Agenda or if given to the Coordination Group Chairman in writing including by email.
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8. OBLIGATIONS OF OCC AND BMKFA IN RELATION TO THE OPERATION OF TVFCS

- 8.1. Without prejudice to the obligations of all of the Fire Authorities pursuant to clause 6.1, the Fire Authorities agree that
- 8.1.1. OCC shall provide technical support to the Secondary Control Room and
 - 8.1.2. BMKFA shall provide technical support to certain equipment as detailed in the Concept of Operations.
- 8.2. The provisions of clause 7.1, clause 7.3, clause 7.6 and clause 7.7 which apply to RBFA in relation to the operation and management of TVFCS shall also apply to OCC and BMKFA in relation to the provision of technical support as if references to operation and management of TVFCS were references to technical support to TVFCS and references to the TVFCS Group Manager were references to the OCC or BMKFA Head of Function.
- 8.3. In the event that an issue or instruction relating to the technical support must be communicated between OCC or BMKFA on the one hand, and the Coordination Group Chairman on the other and the relevant Head of Function is also the Coordination Group Chairman at the time, then a Head of Function from another Fire Authority shall act as the substitute for the Coordination Group Chairman only for the purpose of handling the communication. Where an OCC or BMKFA Head of Function is appointed as Coordination Group Chairman the Coordination Group shall agree at the date of appointment which Head of Function from another Fire Authority shall act as the substitute in order to give effect to this clause 8.3.

9. GOVERNANCE OF TVFCS

- 9.1. The Fire Authorities agree to the governance structure set out in clauses 9.2 to 9.4 below, which the Fire Authorities agree will provide a structure for the delivery of the Purpose.
- 9.2. The Joint Committee
- 9.2.1. The Joint Committee has been constituted to provide overall strategic direction and oversight to the Purpose from the Commencement Date.
 - 9.2.2. The membership of the Joint Committee is set out in the Standing Orders and in clause 10 (Membership of the Joint Committee).
 - 9.2.3. The Fire Authorities agree that the Joint Committee will act in accordance with any requirements relating to the Joint Committee set out in this Agreement including but not limited to those set out in Schedule 3 (Joint Committee).
 - 9.2.4. It is agreed that the Fire Authority, for the period for which its member is the Chairman, shall provide a capable and qualified

officer to provide administrative support services for the meetings and business of the Joint Committee including preparing and publishing agendas and minutes, holding records and documents, providing access to them as required and receiving and responding to correspondence on behalf of the Joint Committee in compliance with legal requirements as to access to information and audit and the Standing Orders.

9.3. The Coordination Group

9.3.1. The Coordination Group has been created to manage the Purpose from the Commencement Date.

9.3.2. The Coordination Group will consist of one Head of Function from each Fire Authority.

9.3.3. The Fire Authorities agree that the Coordination Group will act in accordance with any requirements relating to the Coordination Group set out in this Agreement including but not limited to those set out Schedule 4 (Coordination Group Terms of Reference).

9.4. The Principal Officers

9.4.1. The Principal Officer for each Fire Authority shall be:

- (a) BMKFA – Chief Operating Officer;
- (b) OCC – Deputy Chief Fire Officer;
- (c) RBFA – Deputy Chief Fire Officer,

or such other officer as the relevant Fire Authority may have delegated authority to.

10. MEMBERSHIP OF THE JOINT COMMITTEE

10.1. The Fire Authorities agree that each of them shall only be a member of the Joint Committee for so long as they remain a party to the Agreement.

10.2. Where a Fire Authority ceases to be a party to the Agreement it shall, from that date, cease to be a member of the Joint Committee and shall no longer have a right to attend or participate in Joint Committee meetings.

10.3. If this Agreement terminates as between all Fire Authorities (or all Remaining Fire Authorities as appropriate) the Fire Authorities shall dissolve the Joint Committee with effect from the date of the termination of the Agreement.

11. DECISION MAKING WITHIN TVFCS

11.1. For the avoidance of doubt, the provisions of this clause 11 shall not apply in respect of Disputes which shall be dealt with in accordance with clause 13 (Dispute Resolution).

- 11.2. Fire Authority Decisions shall be made on a unanimous basis, save that where one Fire Authority is in breach of the Agreement such that the Remaining Fire Authorities could exclude the Defaulting Fire Authority from the Agreement in accordance with clause 26 (Termination of Membership of Fire Authority for Material Breach), any decision to exclude the Defaulting Fire Authority shall be deemed to be made on a unanimous basis if made by the Remaining Fire Authorities alone.
- 11.3. Unless the decision is a Fire Authority Decision or a Joint Committee Decision all decisions relating to the operation and management of TVFCS and consistent with the remit and objectives described at paragraph 1 of Schedule 4 (Coordination Group Terms of Reference) shall be made by the Coordination Group.
- 11.4. A decision in the Coordination Group shall be made when all members in attendance indicate agreement to the proposed decision and subject always to there being a quorum present at the meeting as required under paragraph 3.9 of Schedule 4 (Coordination Group Terms of Reference). For the avoidance of doubt, 'members' refers to the Heads of Function who are members of the Coordination Group as set out in clause 9.3.2(a) and does not include any others who may attend the meeting.
- 11.5. If there is not unanimous agreement to a proposed decision pursuant to clause 11.4 it shall be referred to the Principal Officers for further discussion and resolution before the next meeting of the Coordination Group and the Coordination Group shall provide the Principal Officers with a written account of the differences.
- 11.6. If the Principal Officers are unable to reach unanimous agreement following discussion and resolution under clause 11.5 the decision will be escalated to the next meeting of the Joint Committee for determination unless it is a Fire Authority Decision and the Principal Officers shall provide the Joint Committee with a written account of the differences.
- 11.7. Where the Fire Authority is to make a Fire Authority Decision:
- 11.7.1. the Joint Committee will, if practicable, make a written recommendation to the Fire Authorities and the Joint Committee shall consider at each meeting whether there are any prospective Fire Authority Decisions about which it should provide a written recommendation; and
 - 11.7.2. in addition, the Coordination Group and Principal Officers will, where requested by any Fire Authority (copied to the Joint Committee) and if practicable, also provide a joint written recommendation to the Fire Authorities about a Fire Authority Decision (and such written recommendation shall be copied to the Joint Committee). If either or both of the Coordination Group or Principal Officers are unable to agree upon a recommendation a written account shall be given of the differences.
- 11.8. The process by which the Joint Committee makes decisions is set out in

Schedule 3 (Joint Committee) but is subject to the provisions of clause 11.

- 11.9. Where the Joint Committee is to make a Joint Committee Decision the Coordination Group and the Principal Officers shall have first made a joint written recommendation to the Joint Committee such recommendation to be made no later than two (2) Weeks prior to the Joint Committee meeting at which the Joint Committee Decision is to be made. If the Coordination Group and Principal Officers are unable to agree upon a recommendation a written account shall be given of the differences, without prejudice to the ability of a Fire Authority to raise a fundamental objection pursuant to clause 11.11.
- 11.10. Where the Joint Committee is to make:
- 11.10.1. a decision which has been escalated pursuant to clause 11.6; or
 - 11.10.2. a Joint Committee Decision; or
 - 11.10.3. a decision upon which the Coordination Group and the Principal Officers are unable to provide a written recommendation pursuant to clause 11.9; or
 - 11.10.4. any other decision which is to be made by the Joint Committee,
- AND the decision to be made set out in clauses 11.10.1 or 11.10.2 or 11.10.3 or 11.10.4 is one to which one or more of the Fire Authorities has a fundamental objection such that it would not wish to be bound by a majority decision of the Joint Committee, the provisions of clause 11.11 shall apply.
- 11.11. In the event of a Fire Authority raising a fundamental objection to the decision described at clause 11.10 the process set out in this clause 11.11 shall apply.
- 11.11.1. The Fire Authority which has the fundamental objection shall notify the Secretary to the Joint Committee and, if such notice is given, the Joint Committee shall not be entitled to take the decision for three (3) Weeks from the receipt of the notice. The same Fire Authority shall urgently prepare a reasoned account of its fundamental objection and circulate this to the other Fire Authorities.
 - 11.11.2. An urgent meeting of the Chief Fire Officers of the Fire Authorities (the “**CFO Meeting**”) shall be convened within the three (3) Week period to which clause 11.11.1 refers to discuss the issue and seek to resolve it.
 - 11.11.3. If the CFO Meeting resolves the issue, a meeting of the Joint Committee shall be convened by the Secretary to the Joint Committee in order to make the decision in question (which decision may have been modified as a result of the discussions pursuant to clause 11.11.2).

11.11.4. If the CFO Meeting does not resolve the issue and a Fire Authority still has a fundamental objection to the decision in question then that Fire Authority shall notify the Secretary to the Joint Committee and the Joint Committee shall not be entitled to take a decision on that matter for a further three (3) Weeks from receipt of that notice in order for the Fire Authorities to seek a solution to the issue.

11.11.5. Upon expiry of the three (3) Week period to which clause 11.11.4 refers, the Fire Authorities shall notify the Secretary to the Joint Committee of whether a solution to the issue has been found including:

- (a) the decision in question which the Joint Committee shall now take (which decision may have been modified as a result of the discussions pursuant to clause 11.11.4); and
- (b) an account of the proceedings which have taken place under this clause 11.11 in order that the Joint Committee is informed of these and understands whether the decision which it shall now take is agreed between the Fire Authorities.

11.11.6. The Secretary to the Joint Committee shall convene a meeting of the Joint Committee in order to make the decision set out in the notice given pursuant to clause 11.11.5 .

12. REPORTING AND MONITORING

12.1. At least five (5) Business Days before a Coordination Group meeting, called in accordance with the provisions of Schedule 4 (Coordination Group Terms of Reference), the TVFCS Group Manager, shall provide his reports to the Coordination Group which summarise the performance of TVFCS since the last Coordination Group meeting (the “**Control Reports**”).

12.2. The Control Reports shall contain the information required in the Concept of Operations.

12.3. In addition to the Control Reports, the Fire Authorities, as part of their obligations to operate and manage the TVFCS under clause 6 (Obligations of the Fire Authorities in Relation to the Operation of TVFCS), clause 7 (Obligations of RBFA in relation to the operation of TVFCS) and clause 8 (Obligations of OCC and BMKFA in relation to the operation of TVFCS) respectively, shall at the same time provide such further financial and contract monitoring reports and information as required under the Concept of Operations.

12.4. The Control Reports and such further reports and information to which clause 12.3 refers shall be reviewed at the next Coordination Group Meeting. Subject to clause 7.2 (Obligations of RBFA in Relation to the Operation of TVFCS), the Coordination Group may agree to give any instruction which it agrees is appropriate to make to the TVFCS Group

Manager arising from the review.

- 12.5. Any Fire Authority may raise additional questions and/or request any further information from TVFCS Group Manager, regarding any matter set out in Control Reports and RBFA shall use all reasonable endeavours to procure the cooperation of the TVFCS Group Manager in responding to such questions and requests.
- 12.6. For the avoidance of doubt, the Coordination Group may issue instructions to the TVFCS Group Manager pursuant to clause 7.1.1 (Obligations of RBFA in Relation to the Operation of TVFCS) relating to any matter set out in Control Reports.
- 12.7. Each Fire Authority shall keep appropriate documents and records including staff records, timesheets, training programmes, staff training records, goods received documentation, invoices, quotations, estimates, contracts with suppliers, supplier accreditation records, records of complaints in relation to TVFCS (including for the avoidance of doubt in relation to items of spending from the Annual TVFCS Revenue Budget and the Revenue Supporting Documentation) and any further document and record which the Coordination Group may reasonably require in relation to the Purpose.
- 12.8. Each Fire Authority's records and documents to which clause 12.7 refers shall:
 - 12.8.1. be available for inspection by the other Fire Authority and/or their nominees at any time and the other Fire Authorities and/or their nominees may make copies of any such records and documents; and
 - 12.8.2. be maintained for a period of six (6) Years following termination or expiry of this Agreement or the cessation of the membership of the Fire Authority as a party to this Agreement (for whatever reason) and during that time shall be available for inspection and copying as set out in clause 12.8.1.
- 12.9. A member of the Coordination Group, a Principal Officer or a Chief Fire Officer from any Fire Authority may at any time attend the Primary Control Room and the Secondary Control Room in order to observe operations but shall not, for the avoidance of doubt, be entitled to issue instructions to the TVFCS Staff, including the TVFCS Group Manager.

13. DISPUTE RESOLUTION

- 13.1. The members of the Coordination Group shall use their best endeavours to resolve any Disputes arising out of this Agreement.
- 13.2. If any Dispute is not resolved by the Coordination Group within ten (10) Business Days, or such other period as is agreed by the Fire Authorities, the matter shall be referred to the Chief Fire Officers of the Fire Authorities, who shall co-operate to resolve the Dispute as amicably as possible within ten (10) Business Days of the referral.

- 13.3. If any Dispute is not resolved between the Chief Fire Officers within ten (10) Business Days of referral under clause 13.3 then any one of the Fire Authorities may refer the matter to mediation in accordance with the Centre for Effective Dispute Resolution's ("**CEDR**") Model Mediation Procedure.
- 13.4. To initiate the mediation, any one of the Fire Authorities may give notice in writing to the others requesting mediation in accordance with this clause 13. The initiating party shall send a copy of such request to CEDR.
- 13.5. If there is any issue on the conduct of the mediation (including as to the nomination of the mediator) upon which the parties cannot agree within a reasonable time, CEDR will, at the request of any party, decide the issue.
- 13.6. If the Dispute is not resolved within three (3) Months of the initiation of the mediation, or if a Fire Authority will not participate in the mediation, any Fire Authority may commence proceedings.
- 13.7. This clause 13 shall not prevent a Fire Authority from seeking injunctive relief (whether interlocutory, interim or final injunctive relief) at any time in the case of any breach or threatened breach by another Fire Authority of any obligation under this Agreement.
- 13.8. Save in relation to requests for information made under the Information Laws (as to which see clause 33 (Freedom of Information) below) if any Fire Authority receives any formal inquiry, complaint, claim or threat of action from a third party which is not a party to this Agreement, in relation to this Agreement, the matter shall be promptly notified to Coordination Group.
- 13.9. Save where it is required to by Law, no action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the operation of this Agreement, without the prior approval of the Coordination Group. The Coordination Group will recognise the legal obligations of the Fire Authorities, and their obligations under the Information Sharing Protocol, and will act in a timely manner so as to ensure that none of the Fire Authorities are in breach of their obligations. Where this is not possible each Fire Authority will act on its own account but will provide full details of any response to the other Fire Authorities.

14. THE CONCEPT OF OPERATIONS AND TVFCS PROCESSES AND PROCEDURES

- 14.1. The Fire Authorities agree that there shall be a document (the "**Concept of Operations**") setting out the operational responsibilities of the Parties in relation to the TVFCS. The Fire Authorities also agree that the Concept of Operations shall form part of this Agreement and have contractual effect.
- 14.2. The Concept of Operations in effect as between the Fire Authorities, at the Commencement Date, is attached at Schedule 10 Part A (Concept of Operations).
- 14.3. The Concept of Operations shall be reviewed and revised and updated in accordance with the Coordination Group review process at Schedule 13

(Coordination Group Review Process).

- 14.4. In addition to the Concept of Operations, the Fire Authorities agree that there shall be certain documents (the “**TVFCS Processes and Procedures**”) setting out the policies, processes and procedures to be followed in relation to the operation and management of TVFCS. The Fire Authorities also agree that the TVFCS Processes and Procedures shall form part of this Agreement and have contractual effect.
- 14.5. The list of TVFCS Processes and Procedures in effect as between the Fire Authorities, at the Commencement Date, is attached at Part B of Schedule 10 Part B (Operational Matters).
- 14.6. The TVFCS Processes and Procedures shall be reviewed and revised and updated in accordance with the Coordination Group review process at Schedule 13 (Coordination Group Review Process) and further processes and procedures may be added in accordance with that process.
- 14.7. A change to an existing TVFCS Process or Procedure, or the addition of a new process or procedure shall not have contractual effect until the change or addition has been
 - 14.7.1. approved by the Coordination Group in accordance with this clause 14, and
 - 14.7.2. added to the list of TVFCS Processes and Procedures in Part B of Schedule 10 (Operational Matters) in accordance with this clause 14.
- 14.8. For the purposes of clause 7.2 (Obligations of RBFA in Relation to the Operation of TVFCS) the RBFA Policies are described in Part C of Schedule 10 (Operational Matters). The Fire Authorities agree that:
 - 14.8.1. the RBFA Policies may be reviewed and updated by RBFA from time to time without the approval of the Fire Authorities provided always that RBFA shall consult with the Coordination Group in relation to such reviews and updates and have reasonable regard to any representations made by the Coordination Group in this regard; and
 - 14.8.2. where RBFA wishes to create a new RBFA Policy this shall require the agreement of the Coordination Group which shall be undertaken in accordance with the Coordination Group review process at Schedule 13 (Coordination Group Review Process).

15. CHARGES AND LIABILITIES

- 15.1. The financial arrangements which will apply to TVFCS are set out in Schedule 7 (Financial Arrangements for the TVFCS).
- 15.2. RBFA shall act as the accounting authority for TVFCS in accordance with the provisions of Schedule 9 (Financial Agreement for TVFCS).

- 15.3. Save as provided in Schedule 7 (Financial Arrangements for the TVFCS) or otherwise in this Agreement, the Fire Authorities shall each bear their own costs and expenses incurred in complying with their obligations under this Agreement.

16. THIRD PARTY INCOME

- 16.1. No Fire Authority shall enter into any arrangement with any third party which will involve the use of the Assets, Premises or TVFCS Staff, whether for income or otherwise, without the agreement of the other Fire Authorities, which shall be a Fire Authority Decision.
- 16.2. The amount of any Third Party Income received by the Fire Authorities shall be paid into the TVFCS Revenue Account by the recipient Fire Authority.
- 16.3. The Fire Authorities agree that they shall be jointly and severally liable under the Third Party Income Arrangements, even if not a contracting party to a Third Party Income Arrangement, and any reconciliation of liabilities under a TVFCS Contract shall be effected under the terms of clause 16.10.
- 16.4. The existing Third Party Income Arrangements are listed at Schedule 12 (Third Party Income Arrangements) and it has been agreed that these will be administered by the relevant Fire Authority which receives the income for the purposes of clause 16.5.4. A Fire Authority, on its own account or jointly with another, shall not enter into a new Third Party Income Arrangement without the agreement of the Fire Authorities (not to be unreasonably withheld or delayed) which shall be a Fire Authority Decision.
- 16.5. Prior to entering into a proposed new Third Party Income Arrangement the Fire Authorities shall discuss and agree:
- 16.5.1. whether the proposed new Third Party Income Arrangement should be entered into by one or more of the Fire Authorities. The Fire Authorities agree that, unless there are clear operational or legal reasons to the contrary, the presumption is that all new Third Party Income Arrangements shall be entered into by all Fire Authorities which are a party to the Agreement at the date of the new Third Party Income Arrangement;
 - 16.5.2. the terms and conditions of the proposed new Third Party Income Arrangement; and
 - 16.5.3. the expiry date for the proposed new Third Party Income Arrangement which shall not extend beyond the Expiry Date;
 - 16.5.4. who shall administer the proposed new Third Party Income Arrangement.
- 16.6. The Fire Authority whom it is agreed should administer the arrangement shall do so pursuant to and in accordance with clause 6 (Obligations of the Fire Authorities in Relation to the Operation of TVFCS) and such parts of clauses 7 (Obligations of RBFA in relation to the Operation of TVFCS) and 8

(Obligations of OCC and BMKFA in relation to the Operational of TVFCS) as shall apply to it (provided that references to “the provisions of technical support” in clauses 8.2 and 8.3 are read as references to the administration of the relevant Third Party Income Arrangement).

- 16.7. In accordance with clause 16.5.4 the Fire Authorities may agree that a Fire Authority (the “**Administering Fire Authority**”) which is not a party to the Third Party Income Arrangement shall administer the Third Party Income Arrangement. In such circumstances, and for the purpose of this Agreement only:

16.7.1. the Fire Authority(ies) which is (are) the contracting party(ies) to the Third Party Income Arrangement hereby appoint the Administering Fire Authority to act as its (their) agent for the purposes of administering the Third Party Income Arrangement during the Term of this Agreement or for such shorter period as may be agreed in writing between the Fire Authorities, and

16.7.2. for the avoidance of doubt, subject always to the provisions of clause 6 (Obligations of the Fire Authorities in Relation to the Operation of TVFCS), clause 7 (Obligations of RBFA in relation to the operation of TVFCS) and clause 8 (Obligations of OCC and BMKFA in relation to the operation of TVFCS) as applicable, the Administering Fire Authority may take all steps to administer the Third Party Income Arrangement as are reasonable in the context of the Purpose and Primary Objectives, and within the budgetary and other constraints set out in the Agreement and the terms of the Third Party Income Arrangement, and

16.7.3. the Administering Fire Authority shall have no liability to the other Fire Authorities for action taken in accordance with this clause 16.7 save as set out in clause 20.5 (Liability of the Fire Authorities).

- 16.8. No material variation shall be made to a Third Party Income Arrangement without the prior agreement of the Fire Authorities (not to be unreasonably withheld or delayed) which shall be a Fire Authority Decision.

- 16.9. Without prejudice to the rights of the Fire Authorities pursuant to clause 6 (Obligations of the Fire Authorities in Relation to the Operation of TVFCS) and clause 7 (Obligations of RBFA in relation to the Operation of TVFCS) or (as the case may be) clauses 8.2 and 8.3 (Obligations of OCC and BMKFA in relation to the Operational of TVFCS) and subject to the provisions of clause 16.10 the Fire Authority operating and managing the Third Party Income Arrangement shall:

16.9.1. use all reasonable endeavours to inform the Coordination Group of all actual or threatened disputes, actions or proceedings arising under the Third Party Income Arrangements; and

16.9.2. use all reasonable endeavours to consult with the Coordination Group as to what steps to take with regard to such disputes,

actions or proceedings and have due regard to the views of the Coordination Group; and

16.9.3. unless precluded by its insurers, or where it is reasonably necessary to take steps or defend proceedings to protect the position of the relevant Fire Authority, or where the Fire Authorities agree counsel's opinion is not necessary, not to take any steps beyond pre-action in relation to such disputes, actions or proceedings (other than settlement) unless counsel of at least three (3) Years' call has advised that there is at least a 50% chance that its claim or defence (as the case may be) will succeed.

16.10. Subject to clause 16.11 the costs of Third Party Income Arrangements may be (as appropriate):

16.10.1. recharged to the TVFCS Revenue Account in accordance with the provisions of Part A of Schedule 7 (Financial Arrangements for the TVFCS), or

16.10.2. paid out of the Renewals Account in accordance with Part B of Schedule 7 (Financial Arrangements for the TVFCS)

and the amount of the contributions to be made by the Fire Authorities towards the costs incurred by one or more Fire Authorities in connection with payments under the Third Party Income Arrangements shall be agreed (as appropriate)

(a) in accordance with the budget setting process at Part A of Schedule 7 (Financial Arrangements for the TVFCS) or

(b) in accordance with the process for setting and agreeing the Annual Capital Expenditure Programme at Part B of Schedule 7 (Financial Arrangements for the TVFCS)

provided always that no Fire Authority shall withhold agreement to making a contribution on the basis that it is not itself a party to a Third Party Income Arrangement.

16.11. Where the costs of a Third Party Income Arrangement are not included within the Annual TVFCS Revenue Budget for the relevant Financial Year, or the Annual Capital Expenditure Programme for the relevant Financial Year, the costs of the Third Party Income Arrangement shall only be recharged to the TVFCS Revenue Account or the Renewals Account, as appropriate, in accordance with the provisions of Schedule 7 (Financial Arrangements for the TVFCS).

16.12. For the avoidance of doubt, the Fire Authorities shall use all reasonable endeavours to ensure that the costs of and projected income from a Third Party Income Arrangement are included within the Annual TVFCS Revenue Budget for the relevant Financial Year, or the Annual Capital Expenditure Programme for the relevant Financial Year, as appropriate.

17. TVFCS CONTRACTS

- 17.1. The SAN H Agreement and the Control Link Agreement are not TVFCS Contracts. Neither the participation of a Fire Authority in this Agreement nor the termination of this Agreement or a Fire Authority's participation in this Agreement shall have any effect on rights, obligations and liabilities of each Fire Authority under the SAN H Agreement or the Control Link Agreement.
- 17.2. The Fire Authorities agree that they shall be jointly and severally liable under the TVFCS Contracts, even if not a contracting party to a TVFCS Contract, and any reconciliation of liabilities under a TVFCS Contract shall be effected under the terms of clause 17.9.
- 17.3. The existing TVFCS Contracts are listed at Schedule 6 (Existing TVFCS Contracts). A Fire Authority, on its own account or jointly with another, shall not enter into a new TVFCS Contract without the agreement of the Fire Authorities (not to be unreasonably withheld or delayed) which shall be a Fire Authority Decision. A Fire Authority may confirm its agreement through the Head of Function confirming this to the Coordination Group in writing, which may include email.
- 17.4. Prior to entering into a proposed new TVFCS Contract the Fire Authorities shall discuss and agree:
 - 17.4.1. whether the proposed new TVFCS Contract should be entered into by one or more of the Fire Authorities. The Fire Authorities agree that, unless there are clear operational or legal reasons to the contrary, the presumption is that all new TVFCS Contracts shall be entered into by all Fire Authorities which are a party to the Agreement at the date of the new TVFCS Contract;
 - 17.4.2. the terms and conditions of the proposed new TVFCS Contract; and
 - 17.4.3. the expiry date for the proposed new TVFCS Contract which shall not extend beyond the Expiry Date.
- 17.5. No material variation shall be made to a TVFCS Contract without the prior agreement of the Fire Authorities (not to be unreasonably withheld or delayed) which shall be a Fire Authority Decision. A Fire Authority may confirm its agreement through the Head of Function confirming this to the Coordination Group in writing, which may include email.
- 17.6. Unless otherwise agreed between the Fire Authorities RBFA shall as part of its duties to operate TVFCS pursuant to clause 6 (Obligations of the Fire Authorities in Relation to the Operation of TVFCS) and clause 7 (Obligations of RBFA in relation to the Operation of TVFCS) shall operate and manage the TVFCS Contracts and the provisions of clause 6 (Obligations of the Fire Authorities in Relation to the Operation of TVFCS) and clause 7 (Obligations of RBFA in relation to the Operation of TVFCS) shall apply to such operation and management.

- 17.7. In accordance with clause 17.6 the Fire Authorities may agree that a Fire Authority (the “**Administering Fire Authority**”) which is not a party to the TVFCS Contract shall administer the TVFCS Contract. In such circumstances, and for the purpose of this Agreement only:
- 17.7.1. the Fire Authority(ies) which is (are) the contracting party(ies) to the TVFCS Contract hereby appoint the Administering Fire Authority to act as its (their) agent for the purposes of administering the TVFCS Contract during the Term of this Agreement or for such shorter period as may be agreed in writing between the Fire Authorities, and
 - 17.7.2. for the avoidance of doubt, subject always to the provisions of clause 6 (Obligations of the Fire Authorities in Relation to the Operation of TVFCS), clause 7 (Obligations of RBFA in relation to the operation of TVFCS) and clause 8 (Obligations of OCC and BMKFA in relation to the operation of TVFCS) as applicable, the Administering Fire Authority may take all steps to administer the TVFCS Contract as are reasonable in the context of the Purpose and Primary Objectives, and within the budgetary and other constraints set out in the Agreement and the terms of the TVFCS Contract, and
 - 17.7.3. the Administering Fire Authority shall have no liability to the other Fire Authorities for action taken in accordance with this clause 17.7 save as set out in clause 20.5 (Liability of the Fire Authorities).
- 17.8. Without prejudice to the rights of the Fire Authorities pursuant to clause 6 (Obligations of the Fire Authorities in Relation to the Operation of TVFCS) and clause 7 (Obligations of RBFA in relation to the Operation of TVFCS) and subject to the provisions of clause 17.9 RBFA shall:
- 17.8.1. use all reasonable endeavours to inform the Coordination Group of all actual or threatened disputes, actions or proceedings arising under the TVFCS Contracts; and
 - 17.8.2. use all reasonable endeavours to consult with the Coordination Group as to what steps to take with regard to such disputes, actions or proceedings and have due regard to the views of the Coordination Group; and
 - 17.8.3. unless precluded by its insurers, or where it is reasonably necessary to take steps or defend proceedings to protect the position of the relevant Fire Authority, or where the Fire Authorities agree counsel’s opinion is not necessary, not to take any steps beyond pre-action in relation to such disputes, actions or proceedings (other than settlement) unless counsel of at least three (3) Years’ call has advised that there is at least a 50% chance that its claim or defence (as the case may be) will succeed.

17.9. Subject to clause 17.10 the costs of TVFCS Contracts may be (as appropriate):

17.9.1. recharged to the TVFCS Revenue Account in accordance with the provisions of Part A of Schedule 7 (Financial Arrangements for the TVFCS), or

17.9.2. paid out of the Renewals Account in accordance with Part B of Schedule 7 (Financial Arrangements for the TVFCS)

and the amount of the contributions to be made by the Fire Authorities towards the costs incurred by one or more Fire Authorities in connection with payments under the TVFCS Contracts shall be agreed (as appropriate)

(a) in accordance with the budget setting process at Part A of Schedule 7 (Financial Arrangements for the TVFCS) or

(b) in accordance with the process for setting and agreeing the Annual Capital Expenditure Programme at Part B of Schedule 7 (Financial Arrangements for the TVFCS)

provided always that no Fire Authority shall withhold agreement to making a contribution on the basis that it is not itself a party to a TVFCS Contract.

17.10. Where the costs of a TVFCS Contract are not included within the Annual TVFCS Revenue Budget for the relevant Financial Year, or the Annual Capital Expenditure Programme for the relevant Financial Year, the costs of the TVFCS Contract shall only be recharged to the TVFCS Revenue Account or the Renewals Account, as appropriate, in accordance with the provisions of Schedule 7 (Financial Arrangements for the TVFCS).

17.11. For the avoidance of doubt, the Fire Authorities shall use all reasonable endeavours to ensure that the costs of a TVFCS Contract are included within the Annual TVFCS Revenue Budget for the relevant Financial Year, or the Annual Capital Expenditure Programme for the relevant Financial Year, as appropriate.

18. STAFFING, TUPE AND PENSIONS

18.1. The obligations of the Fire Authorities relating to staffing, TUPE and pensions are set out in Schedule 11 (TVFCS Staffing Arrangements).

19. ASSETS OF TVFCS

19.1. The Coordination Group shall prepare and maintain a schedule of the Assets.

19.2. The Assets shall be repaired, renewed and maintained by the Fire Authorities in accordance with the provisions of clause 6 (Obligations of the Fire Authorities in Relation to the Operation of TVFCS), clause 7

(Obligations of RBFA in relation to the operation of TVFCS) and clause 8 (Obligations of OCC and BMKFA in relation to the operation of TVFCS) as applicable.

19.3. The costs of such repair, renewal and maintenance may be (as appropriate):

19.3.1. recharged to the TVFCS Revenue Account in accordance with the provisions of Part A of Schedule 7 (Financial Arrangements for the TVFCS), or

19.3.2. paid out of the Renewals Account in accordance with Part B of Schedule 7 (Financial Arrangements for the TVFCS)

and the amount of the contributions to be made by the Fire Authorities towards these costs incurred by one or more Fire Authorities shall be agreed (as appropriate)

(a) in accordance with the budget setting process at Part A of Schedule 7 (Financial Arrangements for the TVFCS) or

(b) in accordance with the process for setting and agreeing the Annual Capital Expenditure Programme at Part B of Schedule 7 (Financial Arrangements for the TVFCS).

19.4. Any decision to dispose of an Asset shall be made by the Coordination Group in accordance with clause 11 (Decision Making within TVFCS).

20. LIABILITY OF THE FIRE AUTHORITIES

20.1. None of the Fire Authorities limits its liability for:

20.1.1. death or personal injury caused by its negligence, or that of its employees or agents; or

20.1.2. fraud or fraudulent misrepresentation by it or its employees or agents; or

20.1.3. any other act, omission or liability which may not be limited under any applicable Law

and the remainder of this clause 20 shall not apply in the event of liability under this clause 20.1.

20.2. It is the intention of the Fire Authorities that liabilities incurred by each or any of the Fire Authorities in

20.2.1. complying with their obligations in the Agreement, or

20.2.2. acting, in accordance with agreed directions of the Fire Authorities, to further the Purpose or the Primary Objectives

shall, save in the circumstances set out in clause 20.5, be the joint and several liability of the Fire Authorities and be paid for out of the

TVFCS Revenue Account (to which additional contributions may be made to reflect any such increased liabilities). This shall include any liability of RBFA arising under the SAN H Agreement.

- 20.3. Subject to the provisions of clause 20.5 and in order to fulfil the Fire Authorities' intention expressed in clause 20.2, the Fire Authorities agree that all Losses which a Fire Authority may suffer by reason of or arising out of (whether directly or indirectly)

20.3.1. any act or omission of a Fire Authority in the carrying out by that Fire Authority of its obligations under this Agreement, or

20.3.2. in acting, in accordance with agreed directions of the Fire Authorities, to further the Purpose or the Primary Objectives

shall be met by the Fire Authorities jointly, in accordance with the Cost Apportionment Model.

- 20.4. Where the Losses referred to under clauses 20.2 and 20.3:

20.4.1. are covered (in whole or in part) by Insurance Monies, the provisions of clauses 23.7 to 23.11 (Insurance) shall apply, or

20.4.2. are not covered (either in whole or in part) by Insurance Monies, clause 21 (Payment of Losses) shall apply

in relation to the notification of Losses and payment from the TVFCS Revenue Account.

- 20.5. Where the Losses referred to in clause 20.3 result from the Wilful Default by a Fire Authority, then

20.5.1. the Losses arising to the Fire Authority which is in Wilful Default shall be borne by that Fire Authority without limitation, and

20.5.2. subject to clauses 20.6 and 20.7, any Direct Losses caused to a Fire Authority not in Wilful Default shall be borne by the Fire Authority in Wilful Default.

- 20.6. No Fire Authority shall be liable to any other Fire Authority (as far as permitted by Law) for Indirect Losses.

- 20.7. Any Fire Authority in Wilful Default shall only be liable for Direct Losses arising to the other Fire Authority under clause 20.5.2 to the extent that the Direct Losses arising were not caused or contributed to by the Wilful Default of such other Fire Authority.

21. PAYMENT OF LOSSES

- 21.1. Where a Fire Authority suffers, or believes it is likely to suffer, Losses that it reasonably believes should be paid for out of the TVFCS Revenue Account in accordance with clause 20.3, the Fire Authority, or as appropriate, the Fire Authorities, will notify the Coordination Group, Joint Committee or other

Fire Authorities accordingly. Such notification shall set out:

- 21.1.1. the types and amount of Losses suffered or (if known) expected to be suffered, and
 - 21.1.2. such additional documentation (in hard copy or electronic format) as it (acting reasonably) considers necessary to enable the Coordination Group, Joint Committee or other Fire Authorities (as appropriate) to consider the Losses arising, and
 - 21.1.3. why the Losses should be paid for out of the TVFCS Revenue Account in accordance with clauses 20.2 and 20.3.
- 21.2. Subject to paragraph 21.4, payment of Losses from the TVFCS Revenue Account may be authorised with the prior agreement of the Coordination Group, the Joint Committee or Fire Authority, as follows:
 - 21.2.1. up to twenty thousand pounds (£20,000) of Losses with the prior agreement of the Coordination Group;
 - 21.2.2. between twenty thousand pounds (£20,000) and fifty thousand pounds (£50,000) of Losses with the prior agreement of the Joint Committee;
 - 21.2.3. in excess of fifty thousand pounds (£50,000) of Losses with the prior agreement of the Fire Authorities.
- 21.3. If the TVFCS holds insufficient funds to cover a payment of Losses to a Fire Authority under clause 20 (Liability of the Fire Authorities) and this clause 21, the Fire Authorities shall pay such additional funds into the TVFCS Revenue Account as are required to cover the Losses. Such payments shall be made in accordance with the Cost Apportionment Model.
- 21.4. Where the Annual TVFCS Revenue Budget (including for the sake of clarity, the Budget Contingency) would be exceeded by payment of the Losses the decision as to whether or not to agree to pay such Losses from the TVFCS Revenue Account is a Fire Authority Decision, such agreement not to be unreasonably withheld or delayed provided that the reason the Losses were incurred complies with the principles in clauses 20.2 and 20.3 (Liability of the Fire Authorities). If the TVFCS holds insufficient funds to cover such a payment, the Fire Authorities shall pay such additional funds into the TVFCS Revenue Account.
- 21.5. Where the Fire Authorities agree, or it is determined, that the Losses shall not be paid from the TVFCS Revenue Account, this decision shall not prejudice the rights of the Fire Authority suffering the Loss to bring a claim under the Agreement against the other Fire Authorities.
- 21.6. Where a Fire Authority has a right to claim Direct Losses from another Fire Authority under clause 20.5.2 (Liability of the Fire Authorities) it shall notify and provide details of such claim to the relevant Fire Authority (together with sufficient supporting documents for the Direct Losses to be known to the

relevant Fire Authority) as soon as is reasonably practicable after the date that it first becomes aware that it has suffered, or is likely to suffer such Direct Losses.

- 21.7. Where the Direct Losses relate to a claim by a third party, which is not covered by any Required Insurance, clause 22 (Conduct of Claims) shall also apply.

22. CONDUCT OF CLAIMS

- 22.1. This clause shall apply to the conduct of a claim by a third party, where the Fire Authority which is subject to the claim by a third party wishes in turn, to bring a claim under clause 20.5.2 (Liability of the Fire Authorities) against the Fire Authority in Wilful Default. The Fire Authority having, or claiming to have, the benefit of clause 20.5.2 (Liability of the Fire Authorities) is referred to as the **"Beneficiary FA"** and the Fire Authority responsible for the Direct Losses is referred to as the **"Paying FA"**. Accordingly:

22.1.1. if the Beneficiary FA receives any notice, demand, letter or other document concerning any claim for which it appears that the Beneficiary FA is, or may become entitled to recover monies from the Paying FA under clause 20.5.2 (Liability of the Fire Authorities), the Beneficiary FA shall give notice in writing to the Paying FA as soon as reasonably practicable and in any event within twenty (20) Business Days of receipt of the same;

22.1.2. where it appears that the Beneficiary FA is or may be entitled to recover monies from the Paying FA under clause 20.5.2 (Liability of the Fire Authorities) in respect of all (but not part only) of the liability arising out of the claim, the Paying FA shall (subject to providing the Beneficiary FA with a sufficient indemnity to its reasonable satisfaction against all costs, charges and expenses, actions, demands, proceedings, claims whatsoever that it may incur by reason of such action) be entitled to dispute the claim in the name of the Beneficiary FA at the Paying FA's own expense and take conduct of any defence, dispute, compromise, or appeal of the claim and of any incidental negotiations. The Beneficiary FA shall give the Paying FA all reasonable cooperation, access and assistance for the purposes of considering and resisting such claim;

22.1.3. with respect to any claim conducted by the Paying FA pursuant to clause 22.1.2 above:

- (a) the Paying FA shall keep the Beneficiary FA fully informed and consult with it about material elements of the conduct of the claim;
- (b) the Paying FA shall not bring the name of the Beneficiary FA into disrepute; and
- (c) the Paying FA shall not admit liability in respect of, pay or

settle such claims without the prior written consent of the Beneficiary FA, such consent not to be unreasonably withheld or delayed;

22.1.4. the Beneficiary FA shall (without prejudice to its duty to mitigate) be free to pay or settle any claim on such terms as it thinks fit and without prejudice to its rights and remedies under this Agreement if:

- (a) the Paying FA is not entitled to take conduct of the claim in accordance with clause 22.1.2 above; or
- (b) the Paying FA fails to notify the Beneficiary FA of its intention to take conduct of the relevant claim within twenty (20) Business Days of the notice from the Beneficiary FA under 22.1.1 above or notifies the Beneficiary FA that it does not intend to take conduct of the claim; or
- (c) the Paying FA fails to comply in any material respect with the provisions of clause 22.1.3 above within twenty (20) Business Days of notice from the Beneficiary FA;

22.1.5. the Beneficiary FA shall be free at any time to give notice to the Paying FA that it is retaining or taking over (as the case may be) the conduct of any defence, dispute, compromise or appeal of any claim (or of any incidental negotiations) to which clause 22.1.2 above applies. On receipt of such notice the Paying FA shall promptly take all steps necessary to transfer the conduct of such claim to the Beneficiary FA, and shall provide to the Beneficiary FA all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim. If the Beneficiary FA gives any notice pursuant to this clause 22.1.5 then the Paying FA shall be released from any liability under clause 20.5.2 (Liability of the Fire Authorities);

22.1.6. if the Paying FA pays to the Beneficiary FA an amount in respect of monies due under clause 20.5.2 (Liability of the Fire Authorities) and the Beneficiary FA subsequently recovers (whether by insurance proceeds payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the claim under clause 20.5.2 (Liability of the Fire Authorities), the Beneficiary FA shall forthwith repay to the Paying FA whichever is the lesser of:

- (a) an amount equal to the sum recovered (or the value of the saving or benefit obtained) less any out-of-pocket costs and expenses properly incurred by the Beneficiary FA in recovering the same; and
- (b) the amount paid to the Beneficiary FA by the Paying FA in respect of the claim under the relevant indemnity provided

that there shall be no obligation on the Beneficiary FA to pursue such recovery and that the Paying FA is repaid only to the extent that the amount of such recovery aggregated with any sum recovered from the Paying FA exceeds any loss sustained by the Beneficiary FA; and

- 22.1.7. any person taking any of the steps contemplated by this clause 22 shall comply with the requirements of any insurer who may have an obligation to provide an indemnity in respect of any liability arising under this Contract.

23. INSURANCE

- 23.1. Without prejudice to Clause 20 (Liability of the Fire Authorities), the Coordination Group shall consider and decide upon what appropriate insurance arrangements to effect from time to time in relation to potential liabilities that may arise out of the operation by the Fire Authorities of the TVFCS (the “**Required Insurance**”). Such decision shall be made in accordance with clause 11 (Decision Making Within TVFCS).
- 23.2. For the purpose of this clause 23 and clause 24 (Indemnity), Required Insurances and Other Insurances shall include any cover obtained pursuant to mutual insurance arrangements in which a Fire Authority participates.
- 23.3. Unless otherwise agreed, the Required Insurance should cover but not be limited to:
- 23.3.1. loss or damage to the Primary and Secondary Control Room premises and the Assets including loss or damage caused by acts of terrorism;
 - 23.3.2. liability for death and bodily injury to TVFCS Staff arising in the course of their employment in connection with TVFCS;
 - 23.3.3. liability for loss or damage to third party property and for death and bodily injury to a person not being a member of TVFCS Staff.
- 23.4. In considering what appropriate insurance arrangements may be effected, the Coordination Group may consider all aspects of the potential insurance arrangements including the terms and conditions, applicable deductibles and excesses, limits of indemnity and premiums.
- 23.5. The Fire Authorities acknowledge that appropriate arrangements may be effected, by agreement, by one or more of the Fire Authorities, rather than by all Fire Authorities jointly. In such circumstances, each Fire Authority, even if not a party to the insurance arrangements, shall be liable for the annual costs of the Required Insurance in accordance with the Cost Apportionment Model. In relation to such costs:
- 23.5.1. the Fire Authorities shall use reasonable endeavours to ensure that the costs of the Required Insurance (or an estimate of insurance costs based on the costs paid in the previous year) are

included in the draft Annual TVFCS Revenue Budget for the relevant year; and

- 23.5.2. where the Required Insurance cover extends beyond the TVFCS (for example for premises of RBFA larger than the Primary Control Room) then the annual costs for which the Fire Authorities are liable pursuant to this clause 23.4 shall be calculated as a fair and reasonable apportionment of the annual costs of the Required Insurance.
- 23.6. Where the Required Insurance is not available (which shall include a situation where the Required Insurance is available only subject to unacceptable conditions), in whole or in part the Joint Committee shall, as a Joint Committee Decision, agree what measures can be taken in relation to insurance to protect the Fire Authorities' interests and those of the TVFCS.
- 23.7. Each Fire Authority shall notify the Coordination Group, as soon as reasonably practicable, of any incident in connection with the TVFCS which may be the subject of a claim under:
 - 23.7.1. the Required Insurance; or
 - 23.7.2. any other insurance arrangements which the Fire Authority has in place which the Fire Authority reasonably believes may provide cover for the TVFCS incident ("**Other Insurance**").
- 23.8. Each Fire Authority shall give all information and assistance that the providers of the Required Insurance or Other Insurance may require and shall not make any admission without the written consent of the providers of the Required Insurance or Other Insurance.
- 23.9. The Fire Authorities shall permit the providers of the Required Insurance or Other Insurance to take proceedings in the name of the Fire Authorities to recover compensation in respect of any matter covered by the Required Insurance or Other Insurance. This Clause is without prejudice to Clause 20 (Liability of the Fire Authorities).
- 23.10. Where a claim has been made under the Required Insurance, and monies are paid to one of the Fire Authorities under the Required Insurance (the "**Insurance Monies**"), the Insurance Monies shall be paid by that Fire Authority into the TVFCS Revenue Account. The Insurance Monies shall then be defrayed in accordance with the claim raised under the Required Insurance, unless all Fire Authorities agree otherwise. This clause shall also apply where a Fire Authority has made a claim under Other Insurance and received monies under Other Insurance, provided always that the monies received under the Other Insurance relate solely to the incident at the TVFCS.
- 23.11. Where the Insurance Monies received into the TVFCS Revenue Account are insufficient to cover the Losses suffered by any Fire Authority in relation to the incident which resulted in the claim under the Required Insurance, those Losses not covered by the Insurance Monies shall be paid by the Fire

Authorities in accordance with clauses 20.2 and 20.3, save where clause 20.5 applies.

24. INDEMNITY

24.1. The Fire Authorities agree that it is intended that the Losses described in clause 24.2 ("**Third Party Losses**") should be covered by Required Insurance taken out by the Fire Authorities which should apply regardless of the fact that a third party may bring a claim against a Fire Authority (the "**Non Insuring Party**") which is not the party taking out the insurance (the "**Insuring Party**").

24.2. Subject to clause 24.3, the Insuring Party shall be liable for and shall indemnify the Non Insuring Party against all Third Party Losses in respect of:

24.2.1. damage to property belonging to a person not being a member of TVFCS Staff; and

24.2.2. death or bodily injury to a person not being a member of TVFCS Staff,

to the extent that

(a) a successful claim is made by the third party against the Non Insuring Party to recover those Third Party Losses, and

(b) the claim arises from the negligence or default of the Insuring Party in the operation and management of the TVFCS.

24.3. The indemnity given pursuant to clause 24.2 shall only apply to the extent that the Insuring Party has Required Insurance to cover its liabilities to the Non Insuring Party under clause 24.1 and, to the extent that such Required Insurance cover is not available or Insurance Monies received are insufficient to cover the Losses suffered by the Non Insuring Party in relation to the event indemnified under clause 24.1, then those Losses not covered shall be paid by the Fire Authorities in accordance with clauses 20.2 and 20.3 (Liability of the Fire Authorities).

25. REVIEW OF THE TVFCS MOBILISING REQUIREMENTS AT THE FIFTH ANNIVERSARY OF THE COMMENCEMENT DATE

25.1. As soon as reasonably practicable following the fifth (5th) anniversary of the Commencement Date the Fire Authorities (or the Remaining Fire Authorities, as appropriate) shall discuss whether

25.1.1. any Fire Authority wishes to exercise its right to withdraw from the Agreement and/or

25.1.2. whether the Mobilising System Contract should be extended

together with any upgrade, modification or refresh to the system under the terms of the Mobilising System Contract or whether a replacement system should be procured with a new supplier.

- 25.2. If during the discussions pursuant to clause 25.1 a Fire Authority confirms that it wishes to withdraw from the Agreement then the provisions of clause 27 (Voluntary Termination of the Membership of a Fire Authority by Notice) shall apply and the Fire Authority in question shall not be entitled to participate in the discussions between the Fire Authorities pursuant to clauses 25.3 and 25.4.
- 25.3. Unless all three Fire Authorities (or all of the Remaining Fire Authorities, as appropriate) determine in discussion pursuant to clause 25.1 that they wish to terminate this Agreement the Fire Authorities shall continue to explore the options with regard to the system referred to in clause 25.1.2, together with the costs thereof.
- 25.4. Following the identification of a proposal pursuant to clause 25.2 and once all necessary arrangements have been concluded to the point where the Fire Authorities could, if they wished, enter into a binding contractual arrangement to extend the Mobilising System Contract together with any upgrade, modification or refresh to the system or (having undertaken a procurement) to purchase a replacement system with a new supplier (which shall for the purposes of this Agreement be the end of the Initial Period), each Fire Authority shall confirm whether it wishes to continue with this Agreement. If a Fire Authority confirms following the end of the Initial Period that it wishes to withdraw from the Agreement then the provisions of clause 27 (Voluntary Termination of the Membership of a Fire Authority by Notice) shall apply.
- 25.5. The provisions of this clause 25 are without prejudice to the provisions of clause 27 (Voluntary Termination of the Membership of a Fire Authority by Notice).
- 25.6. Where the Fire Authorities (or the Remaining Fire Authorities as appropriate) agree that they wish to terminate the Agreement the provisions of clause 31 (Consequences of Expiry) shall apply and the Fire Authorities (or the Remaining Fire Authorities, as appropriate) shall agree an exit protocol in order to minimise the Losses incurred by all of the Fire Authorities as a result of the decision to terminate the Agreement and to give effect to the following, if relevant:
- 25.6.1. a suitable date upon which the Agreement shall terminate;
 - 25.6.2. successor arrangements for TVFCS Staff affected by the termination;
 - 25.6.3. arrangements for handover of data and records relating to TVFCS;
 - 25.6.4. arrangements for disconnecting the Fire Authorities (or the Remaining Fire Authorities, as appropriate) from each other and

from the TVFCS and adapting equipment and systems and other material so that the Fire Authorities (or the Remaining Fire Authorities, as appropriate) can continue to operate independently of each other; and

- 25.6.5. where their terms so permit, splitting the Mobilising System Contract and other TVFCS Contracts providing goods or services in relation to both the Primary Control Room and the Secondary Control Room so that there is one contract relating to the Primary Control Room between RBFA and the contractor and one contract relating to the Secondary Control Room between OCC and the contractor.

26. TERMINATION OF MEMBERSHIP OF FIRE AUTHORITY FOR MATERIAL BREACH

- 26.1. Two Fire Authorities (the Remaining Fire Authorities) may terminate the position of the third Fire Authority (the **"Defaulting Fire Authority"**) as a party to this Agreement by providing one (1) Month's written notice to the Defaulting Fire Authority if:

- 26.1.1. the Defaulting Fire Authority has failed for a period of:

- (a) Four (4) continuous Months; or
- (b) Four (4) Months in any continuous six (6) Month period

to pay instalments of the Annual TVFCS Revenue Contribution properly due in accordance with the provisions of Part A of Schedule 7 (Financial Arrangements for the TVFCS); or

- 26.1.2. the Defaulting Fire Authority is overdue, by a period of three (3) Months in paying its contribution to the Renewals Account properly due in accordance with the provisions of Part B of Schedule 7 (Financial Arrangements for the TVFCS); or

- 26.1.3. the Defaulting Fire Authority has committed a Material Breach of this Agreement and (if such breach is remediable) has failed to remedy that Material Breach within one (1) Month of being notified in writing of the Material Breach by the Remaining Fire Authorities.

- 26.2. Where the position of the Defaulting Fire Authority as a party to this Agreement is terminated pursuant to clause 26.1 the Defaulting Fire Authority shall meet all reasonable Losses of the Remaining Fire Authorities arising naturally from the default and/or the termination (the **"Termination"**) of the Defaulting Fire Authority as a party to this Agreement which:

- 26.2.1. arise naturally from the Termination; or

- 26.2.2. may reasonably be supposed to have been in contemplation of the Fire Authorities at the time of entering into this Agreement as

a probable result of the Termination,

provided that the Remaining Fire Authorities shall take all reasonable steps to mitigate such Losses including by complying with the exit arrangements to which clause 26.4 refers.

26.3. For the purposes of determining the Losses of the Remaining Fire Authorities pursuant to clause 26.2 and subject always to the provisions of that clause the Losses:

26.3.1. shall include, if relevant, but not be limited to:

- (a) the cost of redundancies of TVFCS Staff affected by the termination;
- (b) the costs of disconnecting the Defaulting Fire Authority from the TVFCS and adapting equipment, systems, records, data and other material so that the Defaulting Fire Authority is no longer a party to TVFCS;
- (c) the costs of complying with the exit arrangements at clause 26.4 below;
- (d) the costs of terminating contracts related to TVFCS to which the Defaulting Fire Authority is a member or of varying them so that the Defaulting Fire Authority is no longer a party to the contract;
- (e) the costs of setting up and establishing alternative arrangements or of modifying the existing ones to the extent reasonable and necessary in order for the Remaining Fire Authorities to discharge their Statutory Functions through the Purpose;

26.3.2. shall not include

- (a) on-going increased operational costs of operating TVFCS and such alternative arrangements to which clause 26.3.1(e) refers including any increased contributions to the TVFCS Revenue Account and TVFCS Renewals Account (but, for the sake of clarity increased operational costs arising under clauses 26.3.1(a) to 26.3.1(d) shall be recoverable under those clauses);
- (b) loss of Third Party Income due to the exclusion of the Defaulting Fire Authority.

26.4. The Fire Authorities will work together in good faith to agree an exit protocol in order to minimise the Losses incurred by all three Fire Authorities as a result of the termination of the Defaulting Fire Authority as a party to this Agreement and to give effect to the following, if relevant:

- 26.4.1. that the Defaulting Fire Authority shall pay all contributions to the TVFCS Revenue Account and the Renewals Account properly due under this Agreement up until the Termination Date and, for the avoidance of doubt, the Defaulting Fire Authority shall not be entitled to any repayment of contributions made prior to the Termination Date;
- 26.4.2. successor arrangements for TVFCS Staff affected by the termination;
- 26.4.3. arrangements for handover of data and records relating to TVFCS to the Defaulting Fire Authority;
- 26.4.4. arrangements for disconnecting the Defaulting Fire Authority from the TVFCS and adapting equipment and systems and other material so that the Purpose can continue without the involvement of the Defaulting Fire Authority;
- 26.4.5. the Contributed Assets which have been contributed by the Defaulting Fire Authority shall be returned to that Fire Authority in the condition in which they are in at the Termination;
- 26.4.6. where the Defaulting Fire Authority is either RBFA or OCC, that the Mobilising System Contract and other TVFCS Contracts providing goods or services in relation to both the Primary Control Room and the Secondary Control Room shall be split where their terms so permit so that there is one contract relating to the Primary Control Room between RBFA and the contractor and one contract relating to the Secondary Control Room between OCC and the contractor.

27. VOLUNTARY TERMINATION OF THE MEMBERSHIP OF A FIRE AUTHORITY BY NOTICE

27.1. Either:

- 27.1.1. at the point of the discussion at clause 25.1.1 (Review of the TVFCS Mobilising Requirements on the Fifth Anniversary of the Commencement Date); or
- 27.1.2. at any time following the end of the Initial Period

any Fire Authority (the **Exiting Fire Authority**) may withdraw from this Agreement and cease to be a party to it by giving not less than two (2) Years written notice to the other Fire Authorities (the Remaining Fire Authorities).

- 27.2. Where the Exiting Fire Authority gives notice that it wishes to cease to be a party to this Agreement the Exiting Fire Authority shall meet all reasonable Losses of the Remaining Fire Authorities arising naturally from it ceasing to be a party to this Agreement (the “**Exit**”) which:

27.2.1. arise naturally from the Exit; or

27.2.2. may reasonably be supposed to have been in contemplation of the Fire Authorities at the time of entering into this Agreement as a probable result of the Exit,

provided that the Remaining Fire Authorities shall take all reasonable steps to mitigate such Losses including by complying with the exit protocol to which clause 27.4 refers.

27.3. For the purposes of determining the Losses of the Remaining Fire Authorities pursuant to clause 27.2 and subject always to the provisions of that clause the Losses:

27.3.1. shall include, if relevant, but not be limited to:

- (a) the cost of redundancies of TVFCS Staff affected by the Exit;
- (b) the costs of disconnecting the Exiting Fire Authority from the TVFCS and adapting equipment, systems, records, data and other material so that the Exiting Fire Authority is no longer a party to TVFCS;
- (c) the costs of complying with the exit arrangements at clause 27.4 below;
- (d) the costs of terminating contracts related to TVFCS to which the Exiting Fire Authority is a member or of varying them so that the Exiting Fire Authority is no longer a party to the contract;

27.3.2. shall not include

- (a) the costs of setting up and establishing alternative arrangements or of modifying the existing ones to the extent reasonable and necessary in order for the Remaining Fire Authorities to discharge their Statutory Functions through the Purpose;
- (b) on-going increased operational costs of operating TVFCS including any increased contributions to the TVFCS Revenue Account and TVFCS Renewals Account; (but, for the sake of clarity increased operational costs arising under clauses 27.3.1(a) to 27.3.1(d) shall be recoverable under those clauses)
- (c) loss of Third Party Income due to the withdrawal of the Exiting Fire Authority.

27.4. The Fire Authorities will work together in good faith to agree an exit protocol in order to minimise the Losses incurred by all three Fire Authorities as a

result of the Exiting Fire Authority ceasing to be a party to this Agreement and to give effect to the following, if relevant:

- 27.4.1. that the Exiting Fire Authority shall pay all contributions to the TVFCS Revenue Account and the Renewals Account properly due under this Agreement up until the Exit Date and, for the avoidance of doubt, the Exiting Fire Authority shall not be entitled to any repayment of contributions made prior to the Exit Date;
- 27.4.2. successor arrangements for TVFCS Staff affected by the Exiting Fire Authority ceasing to be a party to this Agreement;
- 27.4.3. arrangements for handover of data and records relating to TVFCS to the Exiting Fire Authority;
- 27.4.4. arrangements for disconnecting the exiting Fire Authority from the TVFCS and adapting equipment and systems and other material so that the Purpose can continue without the involvement of the Exiting Fire Authority;
- 27.4.5. the Contributed Assets which have been contributed by the Exiting Fire Authority shall be returned to that Fire Authority in the condition which they are in at the Exit Date;
- 27.4.6. where the Exiting Fire Authority is either RBFA or OCC, that the Mobilising System Contract and other TVFCS Contracts providing goods or services in relation to both the Primary Control Room and the Secondary Control Room shall be split where their terms so permit so that, in each case, there is one contract relating to the Primary Control Room between RBFA and the contractor and one contract relating to the Secondary Control Room between OCC and the contractor.

28. WITHDRAWAL OF A FIRE AUTHORITY DUE TO REORGANISATION

- 28.1. Where a Fire Authority (the **Withdrawing Fire Authority**) is subject to a Reorganisation and the Reorganisation requires that the Withdrawing Fire Authority ceases to be a part of the strategic alliance set out in the Agreement the Withdrawing Fire Authority may withdraw from this Agreement and cease to be a party to it by giving written notice to the Remaining Fire Authorities. The period of such notice shall be as appropriate having regard to the period within which the Reorganisation is required to be completed or, if the time period within which the Reorganisation must take place is not prescribed, shall be two (2) Years.
- 28.2. Where a Fire Authority serves notice to withdraw from the Agreement under clause 28.1 the provisions of clauses 27.2, 27.3 and 27.4 (Voluntary Termination of the Membership of a Fire Authority by Notice) shall apply as if the Fire Authority serving notice under clause 28.1 had voluntarily ceased to be a member of the TVFCS and references to the "Exiting Fire Authority" in clauses 27.2, 27.3 and 27.4 (Voluntary Termination of the Membership of a Fire Authority by Notice) shall be read as to include a Fire Authority which

gives notice under clause 28.1.

29. PROVISIONS RELATING TO REMAINING FIRE AUTHORITIES

- 29.1. A Fire Authority may cease to be a party to the Agreement in accordance with its terms, resulting in only two parties (the Remaining Parties) continuing as parties to the Agreement. In such circumstances, references to Fire Authorities in the Agreement shall be read as a reference to the Remaining Fire Authorities.
- 29.2. Where only two Fire Authorities are parties to the Agreement, the provisions of the Agreement shall continue to apply to each of them, and shall be read accordingly. By way of example, where one of the Remaining Fire Authorities is in breach of the Agreement such that it could be excluded from the Agreement in accordance with clause 26 (Termination of the Membership of a Fire Authority for Material Breach) the other Remaining Fire Authority may invoke the provisions of clause 26 (Termination of the Membership of a Fire Authority for Material Breach) and exclude the Fire Authority from the Agreement.
- 29.3. Where only two Fire Authorities are parties to the Agreement and one Fire Authority ceases to be a party to the Agreement, the Agreement shall terminate and, depending upon the reasons for the Fire Authority ceasing to be a member the relevant provisions of the Agreement shall apply.

30. DISCUSSIONS PRIOR TO EXPIRY

- 30.1. Three (3) Years prior to the Expiry Date the Fire Authorities shall discuss whether each Fire Authority (or the Remaining Fire Authorities, as appropriate) wish to continue to participate in TVFCS following the expiry of this Agreement with a view to reaching a decision by two Years prior to the Expiry Date.
- 30.2. In the event that the Fire Authorities (or the Remaining Fire Authorities, as appropriate) decide to cease participating in TVFCS at the Expiry Date, or are unable to agree a basis upon which to extend the term of the Agreement past the Expiry Date, then the provisions of clause 31 (Consequences of Expiry) shall apply.

31. CONSEQUENCES OF EXPIRY

- 31.1. The provisions of this clause 31 shall apply:
- 31.1.1. where all of the Fire Authorities (or the Remaining Fire Authorities, as appropriate) have made a decision not to continue with this Agreement beyond the Expiry Date pursuant to clause 30 (Discussions Prior to Expiry) or
 - 31.1.2. where all of the Fire Authorities (or the Remaining Fire Authorities, as appropriate) are unable to agree a basis upon which to extend the term of the Agreement past the Expiry Date pursuant to clause 30 (Discussions Prior to Expiry) or

- 31.1.3. where all of the Fire Authorities (or the Remaining Fire Authorities, as appropriate) have made a decision prior to the Expiry Date that they wish to terminate this Agreement (including, but not limited to the circumstances set out in clause 25.6).
- 31.2. Where the Fire Authorities have made a decision to end the Agreement prior to the Expiry Date in the circumstances set out in clause 31.1.3 references in clauses 31.3 to 31.9 to the Expiry Date shall be read as to include any date on which the Fire Authorities have agreed that this Agreement shall end prior to the Expiry Date.
- 31.3. If the Agreement ends in the circumstances set out in clause 31.1:
 - 31.3.1. the Contributed Assets which have been contributed by a Fire Authority shall be returned to that Fire Authority in the condition in which they are in at the Expiry Date;
 - 31.3.2. the TVFCS Assets shall be disposed of on the open market by the Fire Authority which has title to the asset or, if title is shared between RBFA and another Fire Authority, by RBFA. For the avoidance of doubt, the reasonable costs incurred by a Fire Authority in disposing of TVFCS Assets pursuant to this clause 31.3.2 shall be met by the Fire Authorities through contributions to the TVFCS Revenue Account under Schedule 7 Part A. The proceeds of sale shall be divided between the Fire Authorities in accordance with the Cost Apportionment Model.
- 31.4. In relation to each TVFCS Contract which will not expire upon the Expiry Date, the Fire Authorities shall agree whether:
 - 31.4.1. the TVFCS Contract shall be terminated and, for the avoidance of doubt, the reasonable costs incurred by the relevant Fire Authority or Fire Authorities who are party to the contract in terminating the TVFCS Contract shall be met by the Fire Authorities through contributions to the TVFCS Revenue Account under Schedule 7 Part A; or
 - 31.4.2. if the terms of the contracts so permit, that the Mobilising System Contract and other TVFCS Contracts providing goods or services in relation to both the Primary Control Room and the Secondary Control Room shall be split so that there is one contract relating to the Primary Control Room between RBFA and the contractor and one contract relating to the Secondary Control Room between OCC and the contractor; or
 - 31.4.3. that the Fire Authority or Fire Authorities who is or are a party to the TVFCS Contract shall continue to operate the contract for their own purposes and the TVFCS Contract shall be varied as necessary to reflect this arrangement, anduntil such time as a TVFCS Contract can be terminated or varied as contemplated by this clause 31.4 the Fire Authorities shall continue to meet

the costs of payments which any of the Fire Authorities are obliged to make through the TVFCS Contract through contributions to the TVFCS Revenue Account.

31.5. In relation to each Third Party Income Arrangement which will not expire upon the Expiry Date, the Fire Authorities shall agree either:

31.5.1. that the Third Party Income Arrangement shall be terminated and, for the avoidance of doubt, the reasonable costs incurred by the relevant Fire Authority or Fire Authorities who are party to the contract in terminating the Third Party Income Arrangement shall met by the Fire Authorities through contributions to the TVFCS Revenue Account under Schedule 7 Part A; or

31.5.2. that the Fire Authority or Fire Authorities who is or are a party to the contract for the Third Party Income Arrangement shall continue to operate the Third Party Income Arrangement until its expiry.

31.6. The Fire Authorities (or the Remaining Fire Authorities, as appropriate) shall agree an exit protocol to enable to enable to the Purpose to continue to be fulfilled until the Expiry Date and to assist each Fire Authority to continue to discharge their Statutory Functions following the Expiry Date including to give effect to the following:

31.6.1. successor arrangements for TVFCS Staff affected by the termination;

31.6.2. arrangements for handover of data and records relating to TVFCS;

31.6.3. arrangements for disconnecting the Fire Authorities (or the Remaining Fire Authorities, as appropriate) from each other and from the TVFCS and adapting equipment and systems and other material so that the Fire Authorities (or the Remaining Fire Authorities, as appropriate) can continue to operate independently of each other; and

31.7. Where any costs payable under this clause 31 from the TVFCS Revenue Account exceed the Annual TVFCS Revenue Budget for the Financial Year in question the matter shall be referred to the Fire Authorities for agreement of the Fire Authorities to contribute further sums to the TVFCS Revenue Account to cover such costs, such agreement not to be unreasonably withheld or delayed provided that expenditure complies with the provisions of this clause.

31.8. Where any costs payable under this clause 31 from the TVFCS Revenue Account would not exceed the Annual TVFCS Revenue Budget for the Financial Year in question but there will be insufficient funds in the TVFCS Revenue Account on the date that payment of those sums is due the Fire Authorities shall top-up the TVFCS Revenue Account in order to ensure that the TVFCS Revenue Account contains sufficient funds to cover the

expenditure.

- 31.9. As soon as reasonably practicable after the discharge of all of the liabilities to be funded from the TVFCS Revenue Account and the Renewals Account RBFA shall prepare a reconciliation of each account:

31.9.1. all surpluses remaining in the TVFCS Revenue Account shall be paid to each Fire Authority in accordance with the Cost Apportionment Model; and

31.9.2. all surpluses remaining in the Renewals Account shall be paid to each Fire Authority on an equal one third basis.

32. CONFIDENTIALITY

- 32.1. Each Fire Authority undertakes that it shall not at any time during the term of this Agreement and for a period of two (2) Years after its termination or expiry disclose to any person any Confidential Information disclosed to it by another Fire Authority, except as permitted by clause 32.3.

- 32.2. In the event that a Fire Authority has withdrawn or had its membership terminated pursuant to clause 26 (Termination of Membership of a Fire Authority for Material Breach), clause 27 (Voluntary Termination of the Membership of a Fire Authority) or clause 28 (Withdrawal of a Fire Authority Due to Reorganisation) then that Fire Authority shall continue to be bound by the provisions of this clause 32 (Confidentiality) for a period of two (2) Years after the Expiry Date or, if earlier, (2) Years following the earlier termination of this Agreement.

- 32.3. Each Fire Authority may disclose the other Fire Authority's Confidential Information:

32.3.1. to its employees, officers, agents, consultants or sub-contractors ("**Representatives**") who need to know such information for the purposes of carrying out the Fire Authority's obligations under this Agreement, provided that the disclosing Fire Authority takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this clause 32 as though they were a party to this Agreement. The disclosing Fire Authority shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this clause; and

32.3.2. as may be required by Law, court order or any governmental or regulatory authority.

- 32.4. Each Fire Authority reserves all rights in its Confidential Information. No rights or obligations in respect of a Fire Authority's Confidential Information other than those expressly stated in this Agreement are granted to the other Fire Authority or are to be implied from this Agreement.

33. FREEDOM OF INFORMATION

- 33.1. Each Fire Authority acknowledges that the others are subject to the requirements of the Information Laws. Each Fire Authority shall assist and co-operate with the others (at its own expense) to enable the other Fire Authorities to comply with these Information disclosure requirements.
- 33.2. Where one Fire Authority (the “**Disclosing Party**”) receives a Request for Information which is relevant to any of the other Fire Authorities it shall provide a copy to the other Fire Authorities (the “**Receiving Party**”) as soon as is reasonably practicable. The Receiving Party shall:
- 33.2.1. provide the Disclosing Party with a copy of all Information in its possession or power in the form that the Disclosing Party requests within five (5) Business Days (or such other period as the Disclosing Party may specify) of the Disclosing Party requesting that Information; and
 - 33.2.2. provide all necessary assistance as reasonably requested by the Disclosing Party to enable the Disclosing Party to respond to a Request for Information within the time for compliance set out in the Information Laws.
- 33.3. The Disclosing Party shall be responsible for determining in its absolute discretion whether the Commercially Sensitive Information and/or any other Information:
- 33.3.1. is exempt from disclosure in accordance with the provisions of Information Laws;
 - 33.3.2. is to be disclosed in response to a Request for Information.
- 33.4. In no event shall the Receiving Party respond directly to a Request for Information unless expressly authorised to do so by the Disclosing Party.
- 33.5. Each Fire Authority acknowledges that the other Fire Authorities may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of FOIA, November 2004), be obliged under the Information Laws to disclose Information:
- 33.5.1. without consulting with the other Fire Authorities, or
 - 33.5.2. following consultation with the other Fire Authorities and having taken their views into account,
- provided always that where clause 33.5.2 applies the Fire Authority disclosing the information shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the other Fire Authorities advance notice, or failing that, to draw the disclosure to the other Fire Authorities' attention after any such disclosure.

- 33.6. The Fire Authorities shall ensure that all Information produced in the course of this Agreement or relating to this Agreement is retained for disclosure and shall permit the other Fire Authorities to inspect such records as requested from time to time.

34. INTELLECTUAL PROPERTY

- 34.1. The Fire Authorities intend that any Intellectual Property Rights created in the course of the Purpose shall vest jointly in the Fire Authorities and each Fire Authority shall do all such acts and things as may be required to give effect to this intention.
- 34.2. The Fire Authorities may not license any Intellectual Property Rights held jointly by them in accordance with clause 34.1 without the consent of the Joint Committee.
- 34.3. Where the TVFCS utilises Intellectual Property Rights belonging to a party other than the Fire Authorities under a TVFCS Contract ("**Third Party IPR**"), ownership of the Third Party IPR shall not (unless the TVFCS Contract specifically states to the contrary) pass to any of the Fire Authorities.

35. STATUS

- 35.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Fire Authorities, constitute one Fire Authority as the agent of another Fire Authority, nor authorise any of the Fire Authorities to make or enter into any commitments for or on behalf of another Fire Authority.
- 35.2. For the avoidance of doubt, no Fire Authority, in entering into this Agreement, is delegating, or purporting to delegate, any function to another Fire Authority.

36. WAIVER

- 36.1. No term or provision of this Agreement shall be considered as waived by any Fire Authority unless a waiver is given in writing by a duly authorised representative of that Fire Authority.
- 36.2. No waiver under clause 36.1 shall be a waiver of a past or future default or breach, nor shall it amend, delete or add to the terms, conditions or provisions of this Agreement unless (and then only to the extent) expressly stated in that waiver.

37. SEVERABILITY

- 37.1. If any term, condition or provision contained in this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of this Agreement.
- 37.2. If any invalid, unlawful or unenforceable provision of this Agreement would

be valid, legal or enforceable if some part of it were deleted, the Fire Authorities shall negotiate in good faith to amend such provision such that, as amended, it is valid, legal and enforceable, and to the greatest extent possible, achieves the Fire Authorities' original commercial intention.

38. VARIATION

- 38.1. This Agreement, including the Schedules, may only be varied by written agreement of the Fire Authorities.

39. SUCCESSORS

- 39.1. This Agreement shall be binding upon and shall enure for the benefit of each Fire Authority's permitted successors and assigns.

40. ENTIRE AGREEMENT

- 40.1. Subject to clauses 40.2 and 40.3, this Agreement sets out the entire agreement between the Fire Authorities with respect to the subject matter covered by them and supersedes the MoU, the PPA and the Bucks Agreement.
- 40.2. Where a cause of action has accrued under the PPA or the Bucks Agreement by the Commencement Date, the commencement of this Agreement, and the provisions of clause 40.1 shall not affect any accrued rights and obligations under the PPA and the Bucks Agreement.
- 40.3. Further, the commencement and terms of this Agreement and particularly clause 40.1 shall not, unless expressly stated to the contrary in this Agreement, have any effect on the rights and obligations of the Fire Authorities under the PPA and Bucks Agreement, including their term and expiry and to this end the Fire Authorities note that the PPA and Bucks Agreement are expressed to continue for six months after the go live date of the TVFCS.
- 40.4. Where the provisions of the PPA and/or Bucks Agreement conflict with the terms of this Agreement, the terms of this Agreement shall prevail.

41. NOTICES

- 41.1. All notices and instructions under this Agreement shall be in writing and all certificates, notices or instructions to be given under the terms of this Agreement shall be served by sending the same by email, first class post, or delivering by hand to the person(s) identified below (or their usual place of business identified below).

BMKFA	OCC	RBFA
Chief Operating Officer Buckinghamshire and Milton Keynes Fire Authority	The Deputy Chief Fire Officer Oxfordshire County Council Fire and	The Deputy Chief Fire Officer Royal Berkshire Fire and Rescue Service

Brigade Headquarters Stocklake Aylesbury Buckinghamshire HP20 1BD <u>Email: businesssupport@bucksfire.gov.uk</u>	Rescue Service Fire and Rescue Service Headquarters Sterling Road Kidlington Oxfordshire OX5 2DU <u>Email: fire.businesssupport@oxfordshire.gov.uk</u>	Brigade Headquarters Newsham Court Pincents Kiln Calcot Reading Berkshire RG31 7SD <u>Email: businesssupportteam@RBFRS.co.uk</u>
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41.2. Either Fire Authority may change its nominated address or email address by written notice to the other Fire Authority in accordance with this clause 41.

41.3. Notices shall be effective:

41.3.1. Subject to clause 41.4, by email; or

41.3.2. by post, upon the earlier of actual receipt and five (5) Business Days after mailing; or

41.3.3. by hand, upon delivery if delivered by 4pm on any Business Day; if delivered after 4pm on any Business Day, then on the next Business Day.

41.4. Notices served by email shall only be valid if the notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 41.3.2 or 41.3.3.

42. EXCLUSION OF LEGISLATION

42.1. No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

43. GOVERNING LAW AND JURISDICTION

43.1. This Agreement shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in clause 13 (Dispute Resolution), each Fire Authority agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

44. CONTINUING OBLIGATIONS

44.1. Save as otherwise expressly provided in this Agreement:

44.1.1. termination or expiry of this Agreement or the cessation of the membership of a Fire Authority as a party to this Agreement (for whatever reason) shall be without prejudice to any accrued rights and obligations under this Agreement as at the date that this Agreement terminates; and

44.1.2. termination or expiry of this Agreement or the cessation of the membership of a Fire Authority as a party to this Agreement (for whatever reason) shall not affect the continuing rights of the Fire Authorities under

- (a) clause 3 (Primary Objectives),
- (b) clause 4 (Principles of Collaboration),
- (c) clause 5 (Good Faith),
- (d) clause 12.7 and clause 12.8 (Reporting and Monitoring)
- (e) clause 20 (Liability of the Fire Authorities),
- (f) clause 21 (Payment of Losses),
- (g) clauses 26 (Termination of Membership of a Fire Authority for Material Breach) to clause 29 (Provisions relating to Remaining Fire Authorities),
- (h) clause 31 (Consequences of Expiry),
- (i) clause 32 (Confidentiality),
- (j) clause 33 (Freedom of Information),
- (k) this clause 44, or
- (l) any other provision of this Agreement which is expressed to survive termination or expiry or which is required to give effect to such termination or expiry or the consequences of such termination or expiry.

IN WITNESS WHEREOF the Fire Authorities have executed this Agreement as a Deed the day and year first above written

The Common Seal of
Buckinghamshire and Milton Keynes
Fire Authority was affixed to this deed
in the presence of:
)
)
)
)
)
).....
Authorised Signatory

The Common Seal of)

Oxfordshire County Council was
affixed to this deed in the presence of:

)
)
)
)
)

.....
County Solicitor/Designated Officer

The Common Seal of
Royal Berkshire Fire Authority was
affixed to this deed in the presence of:

)
)
)
)
)
)

.....
Authorised Signatory

Schedule 1

Definitions

Additional Expenditure	has the meaning given to it in paragraph 7.1 of Part A of Schedule 7 (Financial Arrangements for the TVFCS);
Administering Fire Authority	has the meaning given to it at clause 16.7 (Third Party Income) and clause 17.7 (TVFCS Contracts);
Annual Capex Contribution	means the annual contribution from each Fire Authority to the Renewals Account paid on a one third, equal share basis, and as more particularly described in paragraph 3.1 of Part B of Schedule 7 (Financial Arrangements for the TVFCS);
Capital Expenditure Programme	means the programme for capital expenditure in relation to the TVFCS in each Financial Year, the content of which is more particularly described in paragraph 2.2 of Part B of Schedule 7 (Financial Arrangements for the TVFCS);
Annual Net TVFCS Revenue Budget	means the Annual TVFCS Revenue Budget less any anticipated Third Party Income;
Annual TVFCS Revenue Budget	means the budget for income into and expenditure from the TVFCS Revenue Account in each Financial Year as reconciled in accordance with this Agreement including the Budget Contingency;
Annual TVFCS Contribution	means the contribution to the TVFCS Revenue Account to be made during each Financial Year by each of the Fire Authorities as reconciled in accordance with this Agreement;
Annual TVFCS Contribution and Spending Profile	means the profile showing the instalments in which each Fire Authority's Annual TVFCS Contribution shall be paid and the anticipated spending on the different items of expenditure (as shown in the Revenue Supporting Information pursuant to paragraph 2.3.1 of Part A of Schedule 7 (Financial Arrangements for the TVFCS)) in each Month of the Financial Year;
Assets	means the Contributed Assets and the TVFCS Assets;
BMKFA Transferring Policies	means those contractual policies and procedures of BMKFA that apply to the BMKFA Transferring Employees as set out in the Employee Information provided;

	suppliers, and inter-FRA financial arrangements relating to asset sharing, (e.g. SANH)) or any information or data relating to the operational and financial affairs of either Party, disclosed whether in writing, orally or by any other means whether before or after the date of this Agreement, but shall exclude any part of such disclosed information or data which is already in the public domain or which comes into the public domain in any way without breach of this Agreement by either Fire Authority or their agents;
Contributed Asset	means any equipment which a Fire Authority has contributed to TVFCS for use in relation to the Purpose;
Control Reports	has the meaning giving at clause 12.1 (Reporting and Monitoring);
Coordination Group	means the group constituted in accordance with clause 9.3 (Governance of TVFCS);
Coordination Group Chairman	means the person who is the chair of the Coordination Group from time to time or their nominated deputy;
Control Link Agreement	means the contract entered into by Warwickshire County Council with Airwave Solutions Limited for the provision of Control Link Services, and which is the subject of an agreement between RBFA, OCC, BMKFA, Warwickshire County Council and Northamptonshire County Council dated 2 April 2015;
Cost Apportionment Model	means the model at Schedule 8 (Cost Apportionment Model) as reviewed and updated from time to time in accordance with that schedule;
Defaulting Fire Authority	has the meaning given to it in clause 26.1 (Termination of Membership of a Fire Authority for Material Breach);
Disclosing Party	has the meaning given to it in clause 33.2 (Freedom of Information);
Direct Losses	means all damage, losses, liabilities, claims, actions, costs, expenses (including the cost of legal or professional services), proceedings, demands and charges whether arising under statute, contract or at common law but, to avoid doubt, excluding Indirect Losses;

Dispute	means a dispute or difference arising under this Agreement between any one or more of the Fire Authorities which is not a Joint Committee Decision or a decision relating to the operation and management of TVFCS which is to be made, in the first instance, by the Coordination Group pursuant to clause 11 (Decision Making within TVFCS);
Emergency	means a circumstance where delay in taking action is likely to be seriously detrimental to the Purpose;
Environmental Information Regulations	the Environmental Information Regulations 2004 together with any guidance and all Codes of Practice issued by the Information Commissioner or relevant Government Department in relation to such Regulations;
Employee Information	has the meaning given to it in paragraph 1 of Schedule 11 (TVFCS Staffing Arrangements);
Exit	has the meaning given to it in clause 27.2 (Voluntary Termination of the Membership of a Fire Authority by Notice);
Exit Date	means the date upon which the notice given by an Exiting Fire Authority under clause 27.1 (Voluntary Termination of the Membership of a Fire Authority by Notice) expires;
Exiting Fire Authority	has the meaning given to it in clause 27.1 (Voluntary Termination of the Membership of a Fire Authority by Notice);
Expiry Date	means the expiry of the Initial Term, as such term is defined in the CCS Contract;
Financial Year	means a period of one Year from 1 April to 31 March;
Fire Authorities	means RBFA, OCC and BMKFA and Fire Authority shall mean any one of them;
Fire Authority Decision	has the meaning given in Schedule 5 (Fire Authority Decisions and Joint Committee Decisions);
FOIA	means the Freedom of Information Act 2000;

Gross Negligence	means an act or omission not done deliberately, but which in the circumstances would be regarded by those familiar with the circumstances as a serious error;
Head of Function	means the relevant head of department responsible for the control room function within each Fire Authority, or such other persons as responsibility has been delegated to;
Indirect Losses	means loss of profits, loss of use, loss of production, loss of business, loss of business opportunity, or any claim for consequential loss or for indirect loss of any nature;
Information	has the meaning given under Section 84 of the FOIA;
Information Laws	means the FOIA and the Environmental Information Regulations;
Information Sharing Protocol	means the information sharing protocol which governs information held by the Fire Authorities and used in the Purpose which was entered into by the Fire Authorities on or around the Commencement Date;
Initial Period	means the period from the Commencement Date and ending at the point stated in clause 25.4 (Review of the TVFCS Mobilising Requirements at the Fifth Anniversary of the Commencement Date);
Intellectual Property Rights	means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world. Intellectual Property Right means any one of the Intellectual Property Rights;
Joint Committee	has the meaning given in Recital (E);
Joint Committee Decision	has the meaning given in Schedule 5 (Fire

Authority Decisions and Joint Committee Decisions);

Joint Insurance

means a policy or policies of insurance:

(a) put in place jointly by the Fire Authorities to cover some or all of the operations of the TVFCS, and

(b) paid for jointly by the Fire Authorities;

Law

means any one or more of the following:

- (i) Act of Parliament or subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978;
- (ii) any exercise of Royal Prerogative;
- (iii) any guidance; and
- (iv) any applicable judgment of a relevant court of law which changes binding precedent, recognized by the courts of England and Wales as having jurisdiction over either of the Fire Authorities in each case in England and Wales;

Losses

means all damages, losses, liabilities, costs, expenses (including legal and other professional charges and expenses) taxes and charges whether arising under statute, contract or at common law, or in connection with judgments, proceedings, internal costs or demands including, for the sake of clarity, Direct and Indirect Losses;

Material Breach

means a breach by a Fire Authority of their obligations under this Agreement which has:

- (i) a serious and adverse effect on the ability of the other Fire Authorities to perform their obligations under the Agreement; or
- (ii) an adverse impact on the operation of the TVFCS;

Mobilising System Contract

means the contract for the provision of a mobilising system and related services for the Thames Valley Fire Control Service between OCC, RBFA and Capita Secure Information Solutions Limited dated 21 January 2014;

MoU

means the non-legally-binding memorandum of understanding entered into by OCC and RBFA on the 12th day of June 2012;

Month	means a calendar month;
OCC Transferring Policies	means those contractual policies and procedures of OCC that apply to the OCC Transferring Employees as set out in the Employee Information provided;
Primary Control Room	has the meaning given in Recital (A);
Primary Objectives	means the objectives set out in Schedule 2 (Primary Objectives);
Principal Officers	has the meaning given in clause 9.4 (Governance of TVFCS);
Principles of Recharging	means that expenditure ought to be recharged to the TVFCS Revenue Account because: (a) it is reasonably necessary in order for one or more of the Fire Authorities to comply with their obligations under this Agreement; (b) it is reasonably necessary in order to fulfil the Purpose; (c) it is not incurred as a result of any breach or negligent act or omission by a Fire Authority in connection with this Agreement; and (d) the amount of the expenditure incurred or to be incurred is a fair and reasonable amount having regard to the options available to the Fire Authority for incurring the expenditure;
Programme Budget	means the budget to which the Fire Authorities have made contributions pursuant to the PPA and Bucks Agreement (as applicable) out of which the shared costs of setting up the TVFCS prior to the Commencement Date have been met;
Purpose	means the operation and maintenance of the TVFCS in order to achieve the Primary Objectives;
Quarterly Budget Report	has the meaning set out in paragraph 10.1 of Part A of Schedule 7 (Financial Arrangements for the TVFCS);
Quarterly Capex Report	has the meaning given to it in paragraph 8.1 of Part B of Schedule 7 (Financial Arrangements for the TVFCS);

RBFA Policies	means those policies listed in Part C of Schedule 10 (Operational Matters);
Receiving Party	has the meaning given to it in clause 33.2 (Freedom of Information);
Remaining Fire Authorities	means those Fire Authorities that remain a party to the Agreement after one or more Fire Authorities have left the Agreement (or are in the process of withdrawing or being excluded from the Agreement) for whatever reason;
Renewals Account	means the account maintained by OCC and administered by RBFA for the purposes of funding renewals as set out in Part B of Schedule 7 (Financial Arrangements for the TVFCS);
Reorganisation	means a statutory or strategic reorganisation of a Fire Authority initiated by the Government which shall include a reorganisation of the boundaries or strategic partners of the Fire Authority but shall not include situations of internal reorganisation only;
Request for Information	a request for information or an apparent request under the Code of Practice on access to Government information, FOIA or the Environmental Information Regulations;
Revenue Supporting Documentation	has the meaning given to it in paragraph 2.3 of Part A of Schedule 7 (Financial Arrangements for the TVFCS);
SAN H Agreement	means the contract entered into by RBFA with Airwave Solutions Limited for the provision of SAN H Services, and which is the subject of an agreement between RBFA, OCC, BMKFA, Warwickshire County Council and Northamptonshire County Council dated 9 June 2014;
Secondary Control Room	has the meaning given in Recital (A);
Secretary	means the Secretary of the Joint Committee or their substitute;
Standing Orders	means the standing orders of the Joint Committee set out at Schedule 3 (Joint Committee Terms of Reference) Part B (Joint Committee Standing Orders);
Statutory Functions	has the meaning given in Recital (C);

Termination	has the meaning given to it in clause 26.2 (Termination of Membership of Fire Authority for Material Breach);
Termination Date	means the date upon which the notice given to a Defaulting Fire Authority under clause 26.1 (Termination of Membership of Fire Authority for Material Breach) expires;
Third Party Income	means all sums received by a Fire Authority in connection with any arrangements with third parties which will involve the provision of goods or services using the Assets, Premises or TVFCS Staff including Third Party Income Arrangements;
Third Party Income Arrangements	means those arrangements under which Third Party Income is received as described in Schedule 12 (Third Party Income Arrangements);
Transferring Employees	has the meaning given to it in paragraph 1 of Schedule 11 (TVFCS Staffing Arrangements);
TVFCS	means the Thames Valley Fire Control Service;
TVFCS Asset	means any equipment purchased from the Annual TVFCS Revenue Budget, the Renewals Account or the Programme Budget regardless of which Fire Authority or Fire Authorities have title to it;
TVFCS Contract	means any contract between one or more of the Fire Authorities and a third party relating to the Purpose which is procured for the Purpose and is funded from the TVFCS Revenue Account or the Renewals Account, save that it shall not include the SAN H Agreement or the Control Link Agreement;
TVFCS Group Manager	means the person appointed from time to time to manage the operation of the Primary and Secondary Control Rooms;
TVFCS Processes and Procedures	has the meaning set out in clause 14.4 (Concept of Operations and Processes and Procedures);
TVFCS Revenue Account	means the account maintained by Royal Berkshire Fire Authority for the purposes of the Annual TVFCS Revenue Budget;
TVFCS Staff	has the meaning given to it in paragraph 1 of Schedule 11 (TVFCS Staffing Arrangements);

Unavoidable Additional Expenditure

means Additional Expenditure which a Fire Authority is obliged to pay in the Financial Year in question as a result of a legal or contractual obligation, or as a matter of law;

Week

means any period of seven (7) consecutive days;

Wilful Default

means an act wilfully undertaken in breach of the Agreement, or an act of Gross Negligence undertaken in connection with the Agreement;

Withdrawing Fire Authority

has the meaning given to it in clause 28.1 (Withdrawal of a Fire Authority due to Reorganisation);

Year

means any period of twelve (12) consecutive Months.

Schedule 2

Primary Objectives

The primary objectives of the Purpose are:

1. To satisfy the core functions of the Fire Authorities as defined in the Fire and Rescue Services Act 2004
2. To satisfy the statutory duty of all the Fire Authorities as category one responders as defined in the Civil Contingencies Act 2004
3. To improve the resilience of the control room function
4. To improve performance
5. To generate efficiencies
6. To ensure TVFCS is integral in delivering the outputs demanded of the Fire Authorities' Community Risk Management Plans (CRMPs)
7. To provide the capability for future expansion of TVFCS with other agencies or clients.

Schedule 3 Joint Committee

Part A

Joint Committee Terms of Reference

1. REMIT AND OBJECTIVES OF THE JOINT COMMITTEE

- 1.1. The Joint Committee is constituted to provide overall strategic direction and oversight for the TVFCS.
- 1.2. The Joint Committee shall have the following functions:
 - 1.2.1. champion the TVFCS;
 - 1.2.2. act as the link between the TVFCS and the Fire Authorities;
 - 1.2.3. guide recommendations from the TVFCS, that may affect the operational functions of the Fire Authorities, through the governance processes of the Fire Authorities;
 - 1.2.4. assist with the management of the relationships between the Fire Authorities ;
 - 1.2.5. monitor the steady state operational benefits and performance of the TVFCS, against the agreed measures and targets;
 - 1.2.6. monitor steady state risks relevant to the TVFCS;
 - 1.2.7. monitor the financial performance of the TVFCS against required and available budget, benefits and efficiencies, and to contribute to the financial processes of the Fire Authorities;
 - 1.2.8. discuss, and contribute to, proposals on future developments for the TVFCS;
 - 1.2.9. provide strategic direction on the future of the TVFCS;
 - 1.2.10. consider and recommend to the Fire Authorities proposals in relation to Fire Authority Decisions including but not limited to:
 - (a) discuss and recommend proposals for additional full partners into the TVFCS;
 - (b) discuss and recommend proposals for the supply of TVFCS services to other fire and rescue services or other clients;
 - 1.2.11. decide upon and determine all matters which are Joint Committee Decisions, any matters referred to the Joint Committee for decision pursuant to the TVFCS decision making process in clause 11 (Decision Making by TVFCS) and any matters reserved by law or otherwise to the Joint Committee.

Part B

Joint Committee Standing Orders

Part 1 Joint Committee Meetings

1. INTERPRETATION OF THE STANDING ORDERS

- 1.1. If there is any conflict between these Standing Orders and the Local Government (Access to Information) Act 1985 the Act shall prevail.
- 1.2. The ruling of the Chairman as to the meaning or application of any of the Standing Orders in Part 1 or as to any aspect of the Joint Committee's procedure (including the order of business) shall be conclusive and shall not be challenged at any meeting of the Joint Committee nor open to discussion.
- 1.3. References to the Secretary shall include such other named officers authorised by them to act on their behalf.

2. MEMBERSHIP OF THE JOINT COMMITTEE

- 2.1. Each Fire Authority shall appoint two of its members to be a member of the Joint Committee and may nominate substitute members provided that OCC's appointed members and substitute members are members of its Executive.
- 2.2. A Fire Authority shall notify the Secretary of the names and contact address of its representatives and of any replacement representative. Once notified to the Secretary, a member shall continue to hold membership unless he/she ceases to be a member of a Constituent Authority or until a replacement member is so notified to the Secretary.

3. PLACE AND TIME OF MEETINGS

- 3.1. Meetings of the Joint Committee shall be held:
 - 3.1.1. at such mutually convenient times as are agreed by the Joint Committee; and
 - 3.1.2. at the premises of the Chairman.
- 3.2. In addition to any extraordinary meetings called by the Chairman at his discretion or on the request in writing of any member of the Joint Committee, meetings will generally be held in March, July (annual meeting), September and December each year at times and on dates fixed at the annual meeting unless the Joint Committee decides otherwise.
- 3.3. At the appointed time the proceedings at a meeting of the Joint Committee shall commence by the Chairman calling the Joint Committee to order.

4. NOTICE, AGENDA AND REPORTS

- 4.1. The Secretary shall send to members a notice to attend a meeting of the Joint Committee together with the minutes of the preceding meeting and an agenda not less than five (5) Business Days before the meeting.
- 4.2. Want of service of the notice on any member of the Joint Committee shall not affect the validity of the meeting.
- 4.3. The agenda shall include a printed copy of any plans, strategies or reports in all matters where a recommendation is to be made to the Joint Committee pursuant to clause 11.9 (Decision Making Within TVFCS).
- 4.4. All such recommendations which are submitted to the Joint Committee, so far as practicable, shall be set out clearly in the form of resolutions to be considered by the Joint Committee.

5. ATTENDANCE OF OFFICERS

- 5.1. A Chief Fire Officer and/or Principal Officer from each of the Fire Authorities, and any member of the Coordination Group, shall be entitled and may be required to attend meetings of the Joint Committee in a non-voting capacity.

6. SUBSTITUTES

- 6.1. Substitute members are permitted to attend a meeting of the Joint Committee.
- 6.2. If a member is not able to attend a meeting, his Fire Authority may give to the Secretary notice in writing including the name of the member to attend in his place. If possible notice should be given by 4.00 p.m. on the day before the meeting and not later than the start of the meeting.
- 6.3. A member appointed as substitute shall have the same responsibilities and duties as the members of the Joint Committee whom they are substituting.

7. RECORD OF ATTENDANCES

- 7.1. Every member of the Joint Committee attending a meeting of the Joint Committee shall sign the attendance book or sheet but any omission may be rectified by the Secretary to the Joint Committee.

8. INTERESTS OF MEMBERS

- 8.1. If any member, under the Code of Conduct applicable to the Fire Authority which he/she represents, has a personal interest in any matter then he shall declare the interest and the reasons why it arises, at the earliest opportunity in the meeting (which will usually be under the agenda item on members' interests). If that interest is also a disclosable pecuniary interest, while such matter is considered, the member must withdraw from the meeting.

9. ADMISSION OF PUBLIC AND PRESS

- 9.1. The public and press shall be admitted to all the meetings of the Joint Committee unless excluded by resolution in accordance with the provisions

of the Local Government Act 1972 as amended by the Local Government (Access to Information) Act 1985.

- 9.2. The Chairman may give the Secretary directions as to arrangements for the admission of the public.
- 9.3. No member of the public shall interrupt or take part in the proceedings at any meeting. If any member of the public interrupts or behaves in a disorderly manner at any meeting, the Chairman may, after warning, order his removal from the room, or may order that the part of the room open to the public shall be cleared.
- 9.4. The Chairman may at any time, if he thinks it desirable in the interest of order, move that the meeting be adjourned or suspended, and if the motion is carried, the meeting shall be adjourned or suspended to a time to be determined by the members.

10. MOTIONS AFFECTING EMPLOYEES

- 10.1. If any question arises at a meeting of the Joint Committee as to the appointment, promotion, dismissal, salary, superannuation or conditions of service, or as to the conduct or ability of any person employed by a Fire Authority to carry out work in connection with TVFCS, a motion to exclude the public and press shall be moved forthwith by the Chairman and put without debate.

11. APPOINTMENT OF CHAIRMAN AND VICE CHAIRMAN AND SECRETARY

- 11.1. At the first meeting of the Joint Committee, and then at the first meeting in any Financial Year from July 2016 which shall be the Annual General Meeting (**AGM**), the Joint Committee shall appoint a Chairman and a Vice Chairman in accordance with this paragraph 11.
- 11.2. Chairmen shall be appointed in the following order of rotation:
 - 11.2.1. until the 2016 AGM the Chairman shall be a member of RBFA;
 - 11.2.2. until the 2017 AGM the Chairman shall be a member of BMKFA;
and
 - 11.2.3. until the 2018 AGM the Chairman shall be a member of OCC,
and the above order of rotation shall apply for subsequent years.
- 11.3. Vice Chairmen shall be appointed in the following order of rotation:
 - 11.3.1. until the 2016 AGM the Vice Chairman shall be a member of BMKFA;
 - 11.3.2. until the 2017 AGM the Vice Chairman shall be a member of OCC;
and
 - 11.3.3. until the 2018 AGM the Vice Chairman shall be a member of RBFA,

- 11.3.4. and the above order of rotation shall apply for subsequent years.
- 11.4. The Chairman and Vice Chairman of the Joint Committee shall each hold office until:
- 11.4.1. the next AGM of the Joint Committee when a new Chairman and Vice Chairman of the Joint Committee shall be appointed provided that the first Chairman and Vice Chairman shall be appointed until the AGM in July 2016;
- 11.4.2. he/she ceases to be a member of the Joint Committee; or
- 11.4.3. he/she resigns from the office of Chairman or Vice Chairman by notification in writing to the Secretary to the Joint Committee.
- 11.5. At the first meeting of the Joint Committee, the members shall agree which member of RBFA will be appointed as Chairman and which member of BMKFA will be appointed as Vice Chairman.
- 11.6. The Secretary shall be an officer of the Fire Authority whose member is the Chairman and shall be appointed for the same duration as the Chairman.

12. MINUTES

- 12.1. At each meeting the Chairman shall ask the Joint Committee to approve the signing of the minutes of the last meeting of the Joint Committee as a correct record.
- 12.2. No discussion shall take place upon the minutes, except upon their accuracy, and any question of their accuracy shall be raised by motion. If no such question is raised, or if it is raised then as soon as it has been disposed of, the Chairman shall sign the minutes.

13. ADJOURNMENT OF MEETING

- 13.1. The Chairman may, in addition to any other power, adjourn a meeting of the Joint Committee for such period as he shall consider expedient. The Chairman shall fix the date and time at which the Joint Committee will resume either at the time of the adjournment or at any time thereafter.
- 13.2. Subject to Standing Order 13.1, if any meeting of the Joint Committee is adjourned before its business has been finished, the meeting shall then stand adjourned until a date and time fixed by the Joint Committee, or fixed by the Chairman, or if no such date and time is fixed, to the next meeting of the Joint Committee.

14. LACK OF QUORUM

- 14.1. Three (3) members of the Joint Committee constitutes a quorum including at least one properly appointed member from each of the Fire Authorities.

15. ORDER OF BUSINESS

- 15.1. The order of business at a meeting of the Joint Committee shall be:

- 15.1.1. election of a member of the Joint Committee to preside at the meeting, in the absence of the Chairman and Vice Chairman;
- 15.1.2. appointment of Chairman of the Joint Committee, at its AGM or when a vacancy exists for the post;
- 15.1.3. appointment of Vice Chairman of the Joint Committee, at its AGM or when a vacancy exists for the post to appoint a Vice Chairman;
- 15.1.4. where necessary, to note changes in membership of the Joint Committee;
- 15.1.5. members' interests;
- 15.1.6. to consider whether the minutes of the last meeting of the Joint Committee are a correct record;
- 15.1.7. to deal with business specially brought forward by the Chairman as urgent;
- 15.1.8. to deal with any business required by statute to be done at the meeting;
- 15.1.9. to deal with business remaining from the last meeting, if any;
- 15.1.10. to deal with written questions;
- 15.1.11. to deal with other business specified in the agenda.

Part 2 Rules of Debate

16. RELEVANCE

- 16.1. A member shall direct his speech to the question under discussion or to a personal explanation or to a point of order.

17. POINTS OF ORDER OR PERSONAL EXPLANATION

- 17.1. A member may at any time raise a point of order and shall be heard immediately. A point of order shall relate only to an alleged breach of a Standing Order or statutory provision and the member shall first specify the Standing Order or statutory provision and the way in which the member considers it has been broken.
- 17.2. A member may at any time raise a point of personal explanation. A personal explanation must be confined to some material part of a former speech by the member at the same meeting of the Joint Committee which has been misunderstood. A member so raising such a point shall be entitled to be heard immediately.

18. MOTIONS AND AMENDMENTS

- 18.1. If a motion, referred to in the agenda, is not moved either by the member who has given the notice or by some other member on his behalf, it shall be treated as abandoned and shall not be moved without fresh notice, unless

postponed by consent of the Joint Committee.

- 18.2. A motion or an amendment may be spoken to by the proposer, but shall not be discussed unless it has been proposed and seconded. If the Chairman so requires, the motion shall be put in writing and handed to the Secretary.
- 18.3. A member, when seconding a motion or amendment, may declare his intention of reserving his speech until a later period of the debate.
- 18.4. Notwithstanding Standing Order 18.2, a motion to adopt a report, or paragraphs of a report, need not be seconded.

19. DEFINITION OF AMENDMENT

- 19.1. An amendment shall be relevant to the motion and shall be either:
 - 19.1.1. to leave out words; or
 - 19.1.2. to leave out words and insert or add other words; or
 - 19.1.3. to insert or add words but it shall not have the effect of introducing a new proposal into, or negating, the motion before the Joint Committee.

20. DISPOSAL OF AMENDMENTS

- 20.1. Whenever an amendment has been moved and seconded no other amendment shall be moved until the first amendment has been disposed of; however, notice of any number of amendments may be given. The Chairman may rule that amendments moved on related subjects shall be debated (but not voted on) together.
- 20.2. If an amendment is rejected, other amendments may be moved on the original motion. If an amendment is carried, the motion as amended shall take the place of the original motion, and become the substantive motion upon which any further amendment may be moved.

21. VARIATION OF MOTIONS

- 21.1. A member who has given notice of a motion may, with the consent of the seconder and of the Chairman signified without discussion, vary its terms or language, provided that in so doing he does not alter its substance.

22. WITHDRAWAL OF MOTION OR AMENDMENT

- 22.1. A motion or amendment once moved and seconded shall not be altered or withdrawn by the proposer without the consent of the seconder and of the Joint Committee, which shall be signified without discussion.

23. CLOSURE OF DEBATE ON A MOTION OR AMENDMENT

- 23.1. A member may at the conclusion of a speech by another member, move without comment, "that the question is now put" or "that the debate is now adjourned" or "that the meeting of the Joint Committee now adjourns" on the seconding of which the Chairman shall proceed as follows:

- 23.1.1. on a motion that the question is now put, unless in his opinion the matter before the meeting has been insufficiently discussed (in which case the Chairman may refuse to accept the motion), he shall first put to the vote the motion that the question is now put. If it is passed, the Chairman shall then call upon the proposer of the original motion only to exercise his right of reply under Standing Order 26.
- 23.1.2. On a motion to adjourn the debate or the meeting, if in his opinion the matter before the meeting has not been sufficiently discussed and cannot reasonably be sufficiently discussed at that meeting, the Chairman shall put the adjournment motion to the vote without giving any right of reply on that occasion.

24. RIGHT OF REPLY

- 24.1. A proposer of a motion shall have the right of reply immediately before such motion is put to the vote. In exercising his right of reply a proposer shall confine himself to answering previous speakers and shall not introduce any new matter into the debate.

25. VOTING

- 25.1. The Joint Committee shall vote upon all matters (except where statute otherwise provides) by show of hands, but on demand of three members of the Joint Committee, the names of the members present and their votes shall be taken by the Secretary and recorded in the minutes.
- 25.2. A matter shall be decided by a majority of the members of the Joint Committee (or their substitutes) present and voting on a matter at the meeting and in the event of an equal number of votes the Chairman shall have a casting vote.
- 25.3. Where immediately after a vote is taken at a meeting of the Joint Committee any member requires, the minutes of that meeting shall indicate whether that member voted for the issue, against the issue or abstained from voting.

26. QUESTIONS OF WHICH MEMBERS MUST GIVE NOTICE (WRITTEN QUESTIONS)

- 26.1. A member of the Joint Committee who has given due notice as provided by Standing Order 26.3 (five (5) Business Days) when the item on the agenda relating to written questions is reached, may ask a question of the Chairman or another member.
- 26.2. Questions may be on any matter in relation to which the Joint Committee have powers or duties and which is not ruled by the Chairman to be irrelevant or inappropriate in form or of such a nature that the preparation of the answer will require the expenditure of a disproportionate amount of time, money or effort.
- 26.3. Notice of a question shall be in writing and shall be given to the Secretary to the Joint Committee at least five (5) Business Days before the meeting of

the Joint Committee at which the question is to be asked, but the Chairman (after consultation with the relevant Fire Authorities to whom the question is addressed) may allow this provision to be relaxed if, in his opinion, it would facilitate the proper conduct of the Joint Committee's business. This right is reserved to allow a written answer to be given in complex cases after the relevant meeting of the Joint Committee.

27. REPLIES TO QUESTIONS

- 27.1. A copy of every question together with, so far as it is practical/practicable, a copy of the answer to be given, shall be circulated in the room before the meeting at which the question is to be asked to all members of the Joint Committee and the press unless motion under Standing Order 9.1 (to exclude the public and press) is to be moved. The member asking the question shall have the right to ask that the question shall be answered orally.
- 27.2. In answering any question it shall be deemed a sufficient reply if, where the desired information is contained in a publication of the Joint Committee or the relevant Fire Authority, a reference is made to that publication and a copy of it is made available to members of the Joint Committee.

28. SUPPLEMENTARY QUESTIONS

- 28.1. Every question shall be put and answered without discussion, but the Chairman may, at his discretion, allow the questioner a supplementary question elucidating the answer.

29. ABSENCE OF MEMBER WHO HAS GIVEN NOTICE

- 29.1. If a member who has given notice of a question is absent from the meeting at which the question is to be asked, another member may ask the question.

30. DISCLOSURE OF JOINT COMMITTEE BUSINESS

- 30.1. All documents marked "confidential", all documents marked "exempt/confidential", all documents and matters which have been, or are intended to be, raised or discussed in the absence of the press and public, and all discussions on those occasions, shall be treated as confidential.

Part 3 General

31. EXECUTION OF DOCUMENTS

- 31.1. Any document required to be signed by the Joint Committee shall be signed by the Chairman.

32. INSPECTION OF DOCUMENTS

- 32.1. A member of the Joint Committee may, for the purposes of his duty as such member but not otherwise, on application to the Secretary to the Joint Committee, inspect any document which has been considered by the Joint Committee, and if copies are available shall on request be supplied with a copy of such a document.

- 32.2. A member shall not knowingly inspect and shall not call for any document relating to a matter in which he has a personal interest which is also a disclosable pecuniary interest under his Fire Authority's Code of Conduct.
- 32.3. This Standing Order shall not preclude the Secretary from declining to allow inspection of any document which is, or in the event of legal proceedings would be, protected by privilege arising from the relationship of solicitor and client.
- 32.4. All reports to the Joint Committee shall be open for inspection by any member and the Secretary shall send to any member of the Joint Committee who so requests all reports and papers (save those marked "exempt/confidential").

33. STANDING ORDERS TO BE GIVEN TO MEMBERS

- 33.1. A copy of these Standing Orders shall be given to each member upon appointment to the Joint Committee.

34. CONTRACTING POWERS

- 34.1. The Joint Committee has no delegated powers to contract and all contracts will, with the agreement of such of the Fire Authorities as is appropriate, be in the name of a Fire Authority or Fire Authorities authorised for the purpose. Each contracting Fire Authority shall comply with its own Standing Orders relating to contracts.

35. COSTS AND EXPENSES

- 35.1. Each Fire Authority will meet their own costs of member and officer involvement in the Joint Committee including travelling and subsistence costs and allowances.
- 35.2. The administrative costs and expenses of the Joint Committee including the costs of the Secretary and the services provided by the Secretary to the Joint Committee and members of the public and of hosting the meetings of the Joint Committee will be met by the Fire Authority whose member is the Chairman of the Joint Committee from time to time.
- 35.3. Without prejudice to the arrangements as to costs and expenses set out in this paragraph 35, in the event that the Fire Authorities agree or are required by law to put in place a separate budget for the Joint Committee then the budget will be approved and managed following the same arrangements which apply to the Annual TVFCS Revenue Budget.

Schedule 4

Coordination Group Terms of Reference

1. REMIT AND OBJECTIVES OF THE COORDINATION GROUP

- 1.1. The Coordination Group will have day to day oversight of the Purpose, supporting the TVFCS decision making structure, monitoring benefits realisation and performance and reporting to the Joint Committee as further described in this Agreement.
- 1.2. The Coordination Group will:
 - 1.2.1. be the primary link between TVFCS and their Fire Authorities;
 - 1.2.2. guide recommendations from the Joint Committee, that may affect the operational functions of the Fire Authorities;
 - 1.2.3. assist with the management of the relationships between the Fire Authorities in support of the Joint Committee;
 - 1.2.4. monitor the operational benefits and performance of the TVFCS, against the agreed measures and targets as set out in the Concept of Operations in support of the Joint Committee;
 - 1.2.5. monitor risks relevant to the TVFCS in support of the Joint Committee;
 - 1.2.6. monitor risks within individual Fire Authority that may affect the TVFCS;
 - 1.2.7. monitor the financial performance of the TVFCS against the Annual TVFCS Revenue Budget and the Renewals Account benefits and efficiencies in support of the Joint Committee;
 - 1.2.8. identify and develop opportunities on future developments for the TVFCS and assess the operational impact of these on the Fire Authorities;
 - 1.2.9. identify opportunities and assess the impact of additional full partners into the TVFCS and advise the strategic leadership teams within each FRS;
 - 1.2.10. identify opportunities of the supply of TVFCS services to other fire and rescues services or other clients and advise the strategic leadership teams of the impact of this;
 - 1.2.11. act as the first point of dispute resolution and ensure that Disputes are escalated in accordance with clause 13 (Dispute Resolution);
 - 1.2.12. within the spending authorisation limits of the Coordination Group and provided the expenditure is within the Annual TVFCS Revenue Budget instruct external legal advisors to provide advice to the

TVFCS in relation to operational matters and, based on that advice provide recommendations to the Joint Committee on legal issues relating to TVFCS but, for the avoidance of doubt, not acting as legal adviser itself;

1.2.13. provide a link for the contract management of systems within the TVFCS;

1.2.14. oversee, and approve (where applicable) changes to the operation of the TVFCS, including assessing the impact of those changes on the TVFCS and the partner Fire Authorities and, monitor changes within the operations of the partner Fire Authorities and consider the impact those changes may have on the TVFCS;

1.2.15. report to the Joint Committee on a quarterly basis.

1.3. The role of the Coordination Group as set out in this paragraph 1 of Schedule 4 (Coordination Group Terms of Reference) shall be effected by appropriate means including meetings, telephone discussions and written and email communications.

2. ROLE OF THE COORDINATION GROUP CHAIRMAN

2.1. Subject to paragraph 2.2 of this Schedule 4 (Coordination Group Terms of Reference), the Coordination Group Chairman will be appointed for a period of two successive Financial Years rotating between the Heads of Function of each of the Fire Authorities or for such other duration or order of rotation as the Coordination Group may agree.

2.2. The first Coordination Group Chairman shall be appointed from the Commencement Date until 31 March 2016.

2.3. The Coordination Group Chairman shall notify the members of the Coordination Group, the Principal Officers, the TVFCS Group Manager, TVFCS Accountant and TVFCS Contract Monitoring Officer of their work address, email and telephone number as soon as practicable following their appointment.

2.4. Where this Agreement requires the Coordination Group Chairman to give an instruction or approval such instruction or approval shall be given in writing (including by email) on behalf of the Coordination Group and shall only be valid if the Coordination Group has first agreed to such instruction or approval.

2.5. Where the Coordination Group Chairman receives an email or other communication from the TVFCS Group Manager or a Head of Function pursuant to clause 6 (Obligations in Relation to the Operation of TVFCS) he shall share this with the rest of the Coordination Group as soon as practicable.

3. MEETINGS

3.1. Subject to paragraph 3.6 of this Schedule 4 (Coordination Group Terms of Reference), Coordination Group meetings will take place once each Month.

- 3.2. The membership of the Coordination Group is set out in clause 9.3.2 (Governance of TVFCS). In addition, any of the following, from each of the Fire Authorities, shall be invited to attend any meetings of the Coordination Group at the request of one or more of the members but not, for the avoidance of doubt, in a decision-making capacity pursuant to clause 11.4 (Decision Making within TVFCS):
- 3.2.1. the TVFCS Group Manager;
 - 3.2.2. a financial representative;
 - 3.2.3. a human resources representative;
 - 3.2.4. an operational representative;
 - 3.2.5. a communications representative;
 - 3.2.6. a legal representative;
 - 3.2.7. a systems support representative;
 - 3.2.8. a member of the Joint Committee;
 - 3.2.9. any other attendee whose attendance is reasonable.
- 3.3. In addition to the attendees listed at paragraph 3.2 of this Schedule 4 (Coordination Group Terms of Reference), the Principal Officers will have a standing invitation to attend each Coordination Group meeting.
- 3.4. The Coordination Group Chairman will call each meeting and be responsible for notifying all members of the Coordination Group of the date, time and place of the meeting such notification to be provided at least one (1) Month in advance of the date of the meeting, unless otherwise agreed by all members of the Coordination Group. Such notification shall include copies of any papers (such as the current version of the Concept of Operations) which relate to the agenda items.
- 3.5. The Coordination Group Chairman will take minutes and actions of the meeting and circulate them to all members of the Coordination Group within seven (7) Business Days of the meeting having taken place.
- 3.6. Where any member of the Coordination Group reasonably believes there is a need for an additional Coordination Group meeting that member shall notify the Coordination Group Chairman of the need for a meeting and the Coordination Group Chairman shall call an additional meeting, giving a minimum of one (1) Week's written notice. Such notification shall include copies of any papers which relate to the agenda items.
- 3.7. In the event of an Emergency the Heads of Function may agree to convene an additional meeting of the Coordination Group at a shorter notice period than at paragraph 3.6 of this Schedule 4 (Coordination Group Terms of Reference) and the Coordination Group Chairman shall call such additional meeting, giving a minimum of one (1) Business Day's notice via email. Such notification shall include, so far as reasonably practicable, copies of any

papers which relate to the agenda items.

- 3.8. The Coordination Group will meet either by video conference or in person with the intention that alternate 'in person' meetings will be held at the Primary Control Room. By mutual agreement an alternative location may be used. An Emergency meeting pursuant to paragraph 3.7 of this Schedule 4 (Coordination Group Terms of Reference) may be held via telephone conference call if it is not possible to arrange an in person or video conference meeting in the time available.
- 3.9. The quorum for a Coordination Group meeting shall be Head of Function for each Fire Authority or their nominated deputy and a Head of Function who is unable to attend a Coordination Group meeting shall send a nominated deputy.
- 3.10. Decision making of the Coordination Group shall be in accordance with clause 11 (Decision Making within TVFCS).
- 3.11. Secretariat services for the Coordination Group meetings shall be provided by the same Fire Authority whose Head of Function is the Coordination Group Chairman from time to time.

4. REVIEW OF COORDINATION GROUP TERMS OF REFERENCE

- 4.1. The terms of reference contained in this Schedule 4 shall be reviewed:
 - 4.1.1. at any Coordination Group meeting if reasonably requested by one or more Fire Authorities; and
 - 4.1.2. on each occasion when the Coordination Group Chairman changes, and
 - 4.1.3. in accordance with the Coordination Group review process at Schedule 13 (Coordination Group Review Process),

provided always that any decision to revise these terms of references shall be a Joint Committee Decision.

Schedule 5

Fire Authority Decisions and Joint Committee Decisions

1. FIRE AUTHORITY DECISIONS

- 1.1. A Fire Authority Decision is to be made unanimously by the Fire Authorities and not by the Joint Committee.
- 1.2. The following are Fire Authority Decisions:
 - 1.2.1. approval of the Annual TVFCS Revenue Budget and the Annual TVFCS Contribution applicable to each Fire Authority and the Annual Contribution and Spending Profile pursuant to paragraph 2.7 of Part A of Schedule 7 (Financial Arrangements for the TVFCS);
 - 1.2.2. approval of any Additional Expenditure from the Annual TVFCS Revenue Account in excess of the Annual TVFCS Revenue Budget pursuant to paragraph 7.5 of Part A of Schedule 7 (Financial Arrangements for the TVFCS);
 - 1.2.3. approval of the Capital Expenditure Programme and the Annual Capex Contribution applicable to each Fire Authority pursuant to paragraph 2.7 of Part B of Schedule 7 (Financial Arrangements for the TVFCS);
 - 1.2.4. revision of the Capital Expenditure Programme in any Financial Year;
 - 1.2.5. changes to the CAM Principles;
 - 1.2.6. the admittance of further partners to TVFCS;
 - 1.2.7. the termination of the membership of a Fire Authority of the Agreement;
 - 1.2.8. the termination of the Agreement prior to the Expiry Date;
 - 1.2.9. the provision of goods or services by any of the Fire Authorities to any third party which would involve the use of resources of the TVFCS including TVFCS Staff, Assets or Premises regardless of whether Third Party Income will be generated;
 - 1.2.10. any variation of this Agreement, including the Schedules except for:
 - (b) the Coordination Group Terms of Reference which are to be a Joint Committee Decision;
 - (c) any variation of the documents at Schedule 13 (Coordination Group Review Procedure) unless such variation is a Fire Authority Decision;

- 1.2.11. any Dispute escalated pursuant to clause 13 (Dispute Resolution);
- 1.2.12. the entering into an arrangement with a third party which will involve the use of the Assets, Premises or TVFCS Staff as set out in clause 16.1 (Third Party Income);
- 1.2.13. the entering into a Third Party Income Arrangement or a material variation thereto whether by all of the Fire Authorities or one of them as set out in clauses 16.4 and 16.8 (Third Party Income Arrangements);
- 1.2.14. the entering into a TVFCS Contract or a material variation thereto whether by all of the Fire Authorities or one of them as set out in clauses 17.3 and 17.5 (TVFCS Contracts);
- 1.2.15. the entering into any new fall-back arrangement with a third party and any material variation to the existing arrangement between the Fire Authorities and West Midlands Fire & Rescue Authority (provided that any minor operational amendment to this agreement including the supporting documentation to which the agreement refers shall be decided by the Coordination Group in accordance with clause 11 (Decision Making Within TVFCS));
- 1.2.16. whether or not to agree to pay Losses from the Annual TVFCS Revenue Budget pursuant to clause 21.4 (Payment of Losses);
- 1.2.17. any other decision which this Agreement expressly or by implication provides is to be treated as a Fire Authority Decision.

2. JOINT COMMITTEE DECISIONS

- 2.1. A Joint Committee Decision is to be made solely by the Joint Committee and not the Coordination Group or the individual Fire Authorities (including their Principal Officers).
- 2.2. The following are Joint Committee Decisions:
 - 2.2.1. any amendment to Schedule 4 (Coordination Group Terms of Reference)
 - 2.2.2. approval of Additional Expenditure pursuant to paragraph 9.3.2 of Part A of Schedule 7 (Financial Arrangements for the TVFCS);
 - 2.2.3. approval of quarterly reconciliations of the Annual TVFCS Revenue Budget, Annual TVFCS Contribution and Annual TVFCS Contribution and Spending Profile pursuant to paragraph 10.4 of Part A of Schedule 7 (Financial Arrangements for the TVFCS);
 - 2.2.4. approval of quarterly reconciliations of the Annual Capital Expenditure Programme and the Capex Contribution pursuant to paragraph 8.3 of Part B of Schedule 7 (Financial Arrangements for the TVFCS);
 - 2.2.5. what measures can be taken in relation to insurance where

Required Insurance is not available pursuant to clause 23.6 (Insurance);

- 2.2.6. any other decision which this Agreement expressly or by implication provides is to be treated as a Joint Committee Decision.

Schedule 6

Existing TVFCS Contracts

Contract Description	Date	Parties
Contract for the Provision of a Mobilising System and Related Services for the Thames Valley Fire Control Service – The 'Mobilising System Contract'	21 January 2014	(1) OCC and RBFA (2) Capita Secure Information Solutions Limited
Contract for the provision, maintenance and support of DS3000	1 Jan 2012	(1) OCC (2) Capita Secure Information Solutions Limited
Contract for the provision, maintenance and support of DS3000 (the date is for the original contract for a DS1000, that has then been upgraded under the same original contract, to become a DS3000)	2 Oct 1995	(1) RBFA (2) Capita Secure Information Solutions Limited
Consortium Agreement relating to the Agreement dated 31 August 2012 between Surrey County Council and British Telecommunications Public Limited Company for the provision of connectivity, telephony, LAN, shared infrastructure, integrator and/or service management services to public sector and other organisations in Surrey, Berkshire and the immediate proximity (the 'Unicorn Agreement')	16 April 2014	(1) Surrey County Council (2) OCC and RBFA
Accession Agreement relating to the Unicorn Agreement	16 April 2014	(1) Surrey County Council (2) British Telecommunications Public Limited Company (3) OCC and RBFA
Orders placed pursuant to the Accession Agreement for the following under the Unicorn Agreement: - Telephony for the Primary and Secondary Control Rooms - Telephony for the NYFS site - Network connections for the Primary and Secondary Control Rooms - Network Connections for the NYFS site	9 Oct 2014 9 Oct 2014 9 Oct 2014 9 May 2014	(1) British Telecommunications Public Limited Company (2) OCC and RBFA
Contract for the provision of desks (one-off purchase)	22 July 2014	(1) Custom Consoles Ltd (2) OCC and RBFA
Contract for the provision of chairs (one-off purchase)	11 Sept 2014	(1) KDR Seating Ltd (2) RBFRS

Schedule 7

Financial Arrangements for the TVFCS

Part A

The TVFCS Revenue Account

1. GENERAL

- 1.1. The receipts made into the TVFCS Revenue Account under this Agreement shall comprise:
 - 1.1.1. payments of Annual TVFCS Contribution under paragraph 3.1;
 - 1.1.2. payment of top-ups under paragraph 10;
 - 1.1.3. income received from third parties as contemplated by clause 16 (Third Party Income).
- 1.2. The Fire Authorities agree that only expenditure:
 - 1.2.1. on items within the Annual TVFCS Revenue Budget; or
 - 1.2.2. on Unavoidable Additional Expenditure;
 - 1.2.3. on other items of expenditure which it is agreed pursuant to paragraphs 7 to 9 can be included in the Annual TVFCS Revenue Budget and recharged in accordance with the Principles of Recharging,may be recharged to the TVFCS Revenue Account during this Agreement.
- 1.3. No item of expenditure shall be included in the Annual TVFCS Revenue Budget which is not in accordance with the Principles of Recharging.
- 1.4. All contributions to the TVFCS Revenue Account shall be made in the respective proportions shown in the Cost Apportionment Model.
- 1.5. All payments into the TVFCS Revenue Account shall be made via interbank transfer.

2. AGREEMENT OF THE ANNUAL TVFCS REVENUE BUDGET

- 2.1. At least four (4) Weeks before Joint Committee meeting occurring four (4) Months before the start of the Financial Year, RBFA shall provide to the Fire Authorities a draft Annual TVFCS Revenue Budget for the forthcoming Financial Year (or, if the expiry of this Agreement will be before the end of the forthcoming Financial Year, for that part Financial Year).
- 2.2. The draft Annual TVFCS Revenue Budget shall set out:
 - 2.2.1. each category of expenditure which is forecast for the coming Financial Year;

- 2.2.2. the amount of expenditure against each category;
 - 2.2.3. the Budget Contingency;
 - 2.2.4. the amount of any Third Party Income which it is anticipated will be received by TVFCS and included in the draft Annual TVFCS Revenue Budget;
 - 2.2.5. the draft Annual TVFCS Contribution to be made by each Fire Authority calculated in accordance with paragraph 3;
 - 2.2.6. the draft Annual TVFCS Contribution and Spending Profile.
- 2.3. When RBFA provides the draft Annual TVFCS Revenue Budget to the Fire Authorities in accordance with paragraph 2.1 it shall also provide to the Fire Authorities such additional documentation (in hard copy or electronic format) (the “**Revenue Supporting Documentation**”) as is reasonably necessary in order to enable the Coordination Group, Joint Committee and Fire Authorities to consider the draft Annual TVFCS Revenue Budget which shall include but not be limited to:
- 2.3.1. the individual items of expenditure and their individual amounts from which the information at paragraphs 2.2.1 and 2.2.2 is calculated, for example if the category of expenditure is ICT Support then the information provided pursuant to this paragraph 2.3.1 would concern the number of staff providing ICT support, their roles and the proportion of their time spent providing such support to TVFCS;
 - 2.3.2. whether the items of expenditure to which paragraph 2.3.1 refers are to be paid by instalments and the recipient of such expenditure;
 - 2.3.3. where expenditure relates to an internal cost of a Fire Authority evidence as to how that internal cost has been worked out and assigned to the Annual TVFCS Revenue Budget; and
 - 2.3.4. details of any items in the Annual TVFCS Revenue Budget which are based on estimated figures.
- 2.4. The Coordination Group shall consider the draft Annual TVFCS Revenue Budget as soon as practicable following receipt of the draft Annual TVFCS Revenue Budget and any necessary Revenue Supporting Information in order to advise the Joint Committee ahead of the meeting of the Joint Committee.
- 2.5. RBFA shall, so far as reasonably practicable, respond to any questions raised by the other Fire Authorities or by the Coordination Group on the draft Annual TVFCS Revenue Budget within five (5) Business Days of receipt of the question being raised.
- 2.6. The Joint Committee shall consider the draft Annual TVFCS Revenue Budget at the first meeting following the receipt of the draft and shall issue a recommendation to the Fire Authorities.

- 2.7. The agreement of the Annual TVFCS Revenue Budget and each Fire Authority's Annual TVFCS Contribution and Annual TVFCS Contribution and Spending Profile shall be a Fire Authority Decision to be made no later than one (1) Month before the end of the preceding Financial Year.
- 2.8. Following agreement of the draft Annual TVFCS Revenue Budget and of each Fire Authority's Annual TVFCS Contribution and Annual TVFCS Contribution and Spending Profile for the Financial Year in question, whether by the Fire Authorities or through the Dispute Resolution Procedure:
 - 2.8.1. the draft Annual TVFCS Revenue Budget shall be the Annual TVFCS Revenue Budget;
 - 2.8.2. the draft Annual TVFCS Contribution shall be the Annual TVFCS Contribution; and
 - 2.8.3. the draft Annual TVFCS Contribution and Spending Profile shall be the Annual TVFCS Contribution and Spending Profile,for the Financial Year in question.
- 2.9. The Fire Authorities have agreed the Annual TVFCS Revenue Budget, each Fire Authority's Annual TVFCS Contribution and the Annual TVFCS Contribution and Spending Profile for the Financial Year from the Commencement Date until 31 March 2016 and the process of agreeing these as set out in this paragraph 2 will not apply.
- 2.10. The Annual TVFCS Revenue Budget may be reviewed and revised during the relevant Financial Year in accordance with the terms of this Agreement.

3. CALCULATION OF THE ANNUAL TVFCS CONTRIBUTION

- 3.1. The Annual TVFCS Contribution payable by each Fire Authority shall be the total Annual Net TVFCS Revenue Budget apportioned in accordance with the Cost Apportionment Model.

4. PAYMENT OF THE ANNUAL TVFCS CONTRIBUTION

- 4.1. The Annual TVFCS Contribution applicable to each Fire Authority shall be paid by the respective Fire Authorities monthly in twelve (12) instalments in accordance with the Annual TVFCS Contribution and Spending Profile with each instalment to be paid on the first Business Day of the Month to which the instalment relates so that, for example, the instalment relating to April shall be paid on the first Business Day of April.

5. AGREEMENT OF THE DRAFT ANNUAL TVFCS REVENUE BUDGET

- 5.1. Where the amount of each Fire Authority's Annual TVFCS Contribution and the Annual TVFCS Contribution and Spending Profile is not agreed by the first Business Day of March prior to the next Financial Year then:
 - 5.1.1. save in the circumstances set out in paragraph 5.1.2, each Fire Authority shall make monthly payments in accordance with the

Annual TVFCS Contribution and Spending Profile for the previous Financial Year until the draft Annual TVFCS Contribution and Spending Profile is agreed by the Fire Authorities;

- 5.1.2. for the Financial Year 2015/2016 each Fire Authority shall make monthly payments in accordance with the draft Annual TVFCS Contribution and Spending Profile for 2015/16 (as if the draft Annual TVFCS Contribution and Spending Profile for 2015/16 had been agreed) until the draft Annual TVFCS Contribution and Spending Profile for 2015/16 is agreed by the Fire Authorities; and
- 5.1.3. following agreement of the Annual TVFCS Contribution and the Annual TVFCS Contribution and Spending Profile each Fire Authority shall pay instalments pursuant to paragraph 4.1 provided that in the Month following such agreement the instalment due shall be calculated as the relevant instalment as shown in the Annual TVFCS Contribution and Spending Profile and:
 - (a) where the sum of the Annual TVFCS Contributions paid for that Financial Year (up to the date upon which agreement was reached) is less than the sum paid to the same date under the disputed draft Annual TVFCS Contribution then the amount of that instalment shall be decreased to reflect any overpayment made pursuant to paragraph 5.1.1; or
 - (b) where the sum of the Annual TVFCS Contribution paid for that Financial Year (up to the date upon which agreement was reached) is more than the sum paid to the same date under the disputed draft Annual TVFCS Contribution then the amount of that instalment shall be increased to reflect any underpayment made pursuant to paragraph 5.1.1, and
- 5.1.4. in the Month following the Month in which balancing payments are made under paragraph 5.1.3, the Fire Authorities shall pay the sums due in accordance with the agreed Annual TVFCS Contribution and Spending Profile in accordance with paragraph 4.1.

6. EXPENDITURE FROM THE TVFCS REVENUE ACCOUNT

- 6.1. Subject to the provisions of paragraphs 7 to 9, only expenditure identified in the Annual TVFCS Revenue Budget, including the Budget Contingency, may be incurred during the Financial Year to which the Annual TVFCS Revenue Budget refers.

7. EXPENDITURE IN EXCESS OF OR NOT INCLUDED IN THE ANNUAL TVFCS REVENUE BUDGET

- 7.1. Any expenditure:
 - 7.1.1. on a single item of expenditure identified in the Annual TVFCS Revenue Budget but in excess of the amount of expenditure

identified for that item in the Annual TVFCS Revenue Budget against that amount; or

- 7.1.2. on a single item of expenditure not identified in the Annual TVFCS Revenue Budget;

shall be considered to be “**Additional Expenditure**” and shall be dealt with in accordance with paragraphs 8 to 9 accordingly.

- 7.2. All expenditure on Additional Expenditure which constitutes Unavoidable Additional Expenditure shall be dealt with in accordance with paragraph 8.

- 7.3. All expenditure on Additional Expenditure which is not Unavoidable Additional Expenditure shall be dealt with in accordance with paragraph 9.

- 7.4. For the avoidance of doubt, under no circumstances shall Additional Expenditure (including Unavoidable Additional Expenditure) be paid from the TVFCS Revenue Account

- 7.4.1. where its expenditure would result in expenditure for that Financial Year exceeding the Annual TVFCS Revenue Budget, and

- 7.4.2. otherwise than in accordance with paragraphs 8 and 9.

- 7.5. Where the Annual TVFCS Revenue Budget for the Financial Year in question, including for the avoidance of doubt the Budget Contingency, would be exceeded by the Additional Expenditure (including Unavoidable Additional Expenditure) the decision as to whether or not to agree that it should be paid from the TVFCS Revenue Account is a Fire Authority Decision, such agreement not to be unreasonably withheld or delayed provided that the Additional Expenditure (including Unavoidable Additional Expenditure) complies with the Principles of Recharging.

- 7.6. Any Additional Expenditure (including Unavoidable Additional Expenditure) to be paid pursuant to paragraphs 7.5, 8 or 9 shall be recharged to the TVFCS Revenue Account. The TVFCS Revenue Account shall be topped-up pursuant to paragraph 10 below in order to ensure that the TVFCS Revenue Account contains sufficient funds to cover the agreed Additional Expenditure (including Unavoidable Additional Expenditure).

- 7.7. Revenue Supporting Documentation shall be made available by RBFA upon request made by the Coordination Group, Joint Committee or any Fire Authority in respect of Additional Expenditure (including Unavoidable Additional Expenditure).

8. UNAVOIDABLE ADDITIONAL EXPENDITURE

- 8.1. As soon as it becomes apparent that Unavoidable Additional Expenditure will be incurred which a Fire Authority or TVFCS reasonably believes should be paid out of the TVFCS Revenue Account, the Fire Authority which will incur the Unavoidable Additional Expenditure shall notify

- 8.1.1. the Coordination Group Chairman or their nominated deputy, and

8.1.2. where the Fire Authority in question is not RBFA, RBFA.

- 8.2. Once the Fire Authority has complied with paragraph 8.1, and subject to paragraph 7.4.1, RBFA shall pay the relevant Unavoidable Additional Expenditure from the TVFCS Revenue Account either directly to the recipient or, where the Fire Authority has paid or shall pay such amount directly to the recipient, to the Fire Authority.

9. ADDITIONAL EXPENDITURE

- 9.1. The provisions of this paragraph 9 are without prejudice to the provisions of paragraph 8 (Unavoidable Additional Expenditure) which shall apply in all circumstances to the expenditure of Unavoidable Additional Expenditure.

- 9.2. Where

9.2.1. the TVFCS or a Fire Authority believes, acting reasonably, that Additional Expenditure should be incurred and,

9.2.2. provided that spending on the Additional Expenditure is in accordance with the Principles of Recharging,

it will notify the Coordination Group, Joint Committee or other Fire Authorities as appropriate such notification to set out:

- (a) a description of the Additional Expenditure including its cost; and
- (b) why the TVFCS or Fire Authority (as appropriate) considers that it is necessary for the Additional Expenditure to be recharged to the TVFCS Revenue Account in accordance with the Principles of Recharging.

- 9.3. Provided that such Additional Expenditure complies with the Principles of Recharging, the TVFCS or a Fire Authority (as appropriate) may incur Additional Expenditure with the prior agreement of either the Coordination Group or the Joint Committee as follows:

9.3.1. up to twenty thousand pounds (£20,000) of Additional Expenditure with the prior agreement of the Coordination Group;

9.3.2. above twenty thousand pounds (£20,000) of Additional Expenditure with the prior agreement of the Joint Committee.

Neither the Coordination Group nor the Joint Committee may agree to Additional Expenditure pursuant to paragraphs 9.3.1 or 9.3.2 respectively where its expenditure would result in the Annual TVFCS Revenue Budget for the Financial Year in question being exceeded, in which case the issue shall be decided pursuant to paragraph 7.5.

- 9.4. Any Additional Expenditure incurred by a Fire Authority shall be detailed in the quarterly reconciliation provided by RBFA pursuant to paragraph 10.

10. QUARTERLY BUDGET MONITORING AND TOP UPS TO TVFCS REVENUE ACCOUNT

10.1. RBFA will provide a quarterly budget monitoring report (the “Quarterly Budget Report”) showing

10.1.1. the actual income and expenditure from the TVFCS Revenue Account against the profiled Annual TVFCS Revenue Budget, and

10.1.2. an explanation of any variances between the two.

The format and contents of the quarterly budget monitoring report may be varied from time to time with the agreement of the Joint Committee, which shall be a Joint Committee Decision. In addition, RBFA will supply monthly financial information to Fire Authorities upon reasonable request in accordance with clause 12 (Reporting and Monitoring) and the Concept of Operations.

10.2. In considering the Quarterly Budget Report the Coordination Group shall determine whether to effect any necessary reconciliations in the remaining Months of the Financial Year by amending the Annual TVFCS Contribution and Spending Profile, alternatively implementing one or more reconciliations on a quarterly basis. In determining this issue the Coordination Group shall give due consideration to the recommendation of RBFA as the Fire Authority with responsibility for preparation and administration of the Annual TVFCS Revenue Budget, Annual TVFCS Contribution and Annual TVFCS Contribution and Spending Profile.

10.3. Revenue Supporting Documentation shall be made available by RBFA upon request made by the Coordination Group, Joint Committee or any Fire Authority in respect of the information given in the Quarterly Budget Report.

10.4. The quarterly reconciliation of the Annual TVFCS Revenue Budget, Annual TVFCS Contribution and Annual TVFCS Contribution and Spending Profile (including any amendments to them, or variances under paragraph 10.2) shall be a Joint Committee Decision to be made at the Joint Committee meeting following the production of the reconciliation provided, for the avoidance of doubt, that any Additional Expenditure to which the reconciliation relates shall, if not already approved, be approved in accordance with paragraph 9.

10.5. Following agreement of the reconciled quarterly Annual TVFCS Revenue Budget, Annual TVFCS Contribution and Annual TVFCS Contribution and Spending Profile, each Fire Authority shall continue to pay instalments pursuant to paragraph 4.1 provided that in the Month following such agreement the instalment due shall be calculated as the relevant instalment as shown in the revised Annual TVFCS Contribution and Spending Profile.

11. THIRD PARTY INCOME

11.1. Without prejudice to paragraph 11.2, all Third Party Income shall be paid into the TVFCS Revenue Account upon receipt by the relevant Fire Authority.

- 11.2. The Fire Authority entering into the Third Party Income Arrangements shall agree with the relevant third party that all payments made by the third party in respect of the Third Party Income Arrangement shall be made into the TVFCS Revenue Account.

12. SURPLUSES IN ANNUAL TVFCS REVENUE BUDGET

- 12.1. Any surplus remaining in the TVFCS Revenue Account at the end of each Financial Year shall be paid to each Fire Authority in accordance with the Cost Apportionment Model.

Schedule 7

Financial Arrangements for the TVFCS

Part B

Renewals Account

1. GENERAL

- 1.1. Subject to the terms of this Agreement:
 - 1.1.1. all capital expenditure (Capex) incurred by the Fire Authorities in connection with the TVFCS; and
 - 1.1.2. the CCS Contract Implementation Chargesshall be funded from the Renewals Account.
- 1.2. OCC holds the Renewals Account balance and invests it in line with its treasury management policies. The average interest rate earned on all of its investments will be applied to the Renewals Account balance and the corresponding amount of interest shall be added to the Renewals Account balance.
- 1.3. RBFA shall be responsible for accounting and budgeting in relation to the Renewals Account. OCC shall inform RBFA of the interest earned in each Financial Year and the anticipated interest to be earned in future years.
- 1.4. The payments and receipts made into the Renewals Account under this Agreement shall comprise:
 - 1.4.1. the sum of eight hundred thousand pounds (£800,000) from BMKFA made at the Commencement Date, receipt of which is hereby acknowledged; and
 - 1.4.2. the Annual Capex Contribution under paragraph 4; and
 - 1.4.3. top-ups under paragraph 8 of this Part B to Schedule 7.
- 1.5. The Fire Authorities agree that only Capex identified as profiled Capex in the Capital Expenditure Programme (including contingencies expended in accordance with paragraph 7 of this Part B) and expended in accordance with the Principles of Recharging may be paid from the Renewals Account.
- 1.6. No item of Capex shall be included in the Capital Expenditure Programme which is not in accordance with the Principles of Recharging.
- 1.7. Contributions to the Renewals Account by the Fire Authorities shall be made on an equal one third basis.
- 1.8. All payments into the Renewals Account shall be made via interbank transfer.

2. AGREEMENT OF THE CAPITAL EXPENDITURE PROGRAMME

- 2.1. At least four (4) Weeks before Joint Committee meeting occurring four (4) Months before the start of the Financial Year, RBFA shall provide to the Fire Authorities a draft Capital Expenditure Programme with forecast capital expenditure for each Financial Year over the life of the Agreement.
- 2.2. The draft Capital Expenditure Programme shall set out:
 - 2.2.1. profiled Capex and CCS Contract Implementation Charges for the coming Financial Year (the “**Annual Profiled Capex**”), and
 - 2.2.2. the amount of expenditure against the profile, and
 - 2.2.3. the amount of any contingency included within the items of profiled Capex;
 - 2.2.4. the draft Annual Capex Contribution from each Fire Authority; and
 - 2.2.5. profiled Capex and CCS Contract Implementation Charges for future Financial Years after the coming Financial Year until the Expiry Date.
- 2.3. When RBFA provides the draft Capital Expenditure Programme to the Fire Authorities in accordance with paragraph 2.1 it shall also provide such additional documentation (in hard copy or electronic format) as is reasonably necessary in order to enable the Coordination Group, Joint Committee and Fire Authorities to consider the draft Capital Expenditure Programme in accordance with paragraph 2.4. which shall include but not be limited to:
 - 2.3.1. the recipient of the expenditure and the payment method;
 - 2.3.2. where expenditure relates to an internal cost of a Fire Authority evidence as to how that internal cost has been worked out and assigned to the Renewals Account,and any such additional documentation shall be made available by RBFA upon request by the Coordination Group, Joint Committee or any Fire Authority.
- 2.4. The Coordination Group shall consider the draft Capital Expenditure Programme as soon as practicable following receipt of the draft Capital Expenditure Programme and any necessary additional documentation in order to advise the Joint Committee ahead of the meeting of the Joint Committee.
- 2.5. RBFA shall, so far as reasonably practicable, respond to any questions raised by the other Fire Authorities or by the Coordination Group within five (5) Business Days of receipt of the question being raised.
- 2.6. The Joint Committee shall consider the draft Annual Capital Expenditure Programme (together with forecast capital expenditure over the remaining life of the Agreement) at the first meeting following the receipt of the draft and shall issue a recommendation to the Fire Authorities.

- 2.7. The agreement of the Annual Capital Expenditure Programme and each Fire Authority's Annual Capex Contribution shall be a Fire Authority Decision to be made no later than one (1) Month before the end of the preceding Financial Year.
- 2.8. Following agreement of the draft Capital Expenditure Programme and of each Fire Authority's Annual Capex Contribution for the Financial Year in question:
- 2.8.1. the draft Capital Expenditure Programme shall be the Capital Expenditure Programme, and
- 2.8.2. the draft Annual Capex Contribution shall be the Annual Capex Contribution for the Financial Year in question.
- 2.9. The Capital Expenditure Programme may be reviewed and revised during the relevant Financial Year in accordance with the terms of this Agreement.

3. CALCULATION OF THE ANNUAL CAPEX CONTRIBUTION

- 3.1. The Annual Capex Contribution payable by each Fire Authority shall be the Annual Profiled Capex (including any agreed contingency pursuant to paragraph 7.2) apportioned on an equal one third basis to each Fire Authority.

4. PAYMENT OF THE ANNUAL CAPEX CONTRIBUTION

- 4.1. The Annual Capex Contribution applicable to each Fire Authority shall be paid by each respective Fire Authority in one (1) instalment on the first Business Day of the first Month of the relevant Financial Year.

5. AGREEMENT OF THE DRAFT ANNUAL CAPEX CONTRIBUTION

- 5.1. Where the amount of each Fire Authority's Annual Capex Contribution is not agreed by the first Business Day of the first Month of the relevant Financial Year, each Fire Authority shall make a single annual payment by way of Capex contribution in accordance with the Annual Capital Expenditure Contribution for the previous Financial Year until the draft Capital Expenditure Programme is agreed by the Fire Authorities, provided that if the Financial Year in question is the 2015/2016 Financial Year each Fire Authority shall make a single annual payment in accordance with the draft Annual Capital Expenditure Programme for 2015/2016, as if the draft Annual Capital Expenditure Programme for 2015/2016 had been agreed.
- 5.2. There shall be no obligation on RBFA to expend Capex or CCS Contract Implementation Charges from the Renewals Account where the draft Capital Expenditure Programme and Annual Capex Contribution have not been agreed by the Fire Authorities for any Financial Year.
- 5.3. Following agreement of the Capital Expenditure Programme RBFA shall carry out a reconciliation of
- 5.3.1. the draft Capital Expenditure Programme and the agreed Capital Expenditure Programme, and

5.3.2. the draft Annual Capex Contribution and the agreed Annual Capex Contribution

for review and agreement by the Coordination Group at the Coordination Group meeting following the production of the reconciliation. If the Coordination Group cannot agree the reconciliation, the matter shall be decided in accordance with the provisions of clause 11 (Decision Making Within TVFCS).

5.4. Following agreed reconciliation of the draft and agreed figures in accordance with paragraph 5.3, where the Annual Capex Contribution for each Fire Authority based on the agreed Capital Expenditure Programme

5.4.1. is less than the Annual Capex Contribution for each Fire Authority based on the draft Capital Expenditure Programme each Fire Authority shall make a balancing payment to satisfy any shortfall, such payment to be made to the Renewals Account within thirty (30) days of receipt by it of written notification from the Coordination Group of the sum due by way of balancing payment; or

5.4.2. is more than the Annual Capex Contribution for each Fire Authority based on the draft Capital Expenditure Programme RBFA shall make a balancing payment to each Fire Authority by way of reimbursement of any overpayment, such payment to be made to each Fire Authority by BACS transfer within thirty (30) days of receipt by it of written notification from the Coordination Group of the sum due by way of reimbursement to each Fire Authority.

6. EXPENDITURE FROM THE RENEWALS ACCOUNT

6.1. Subject to the provisions of paragraph 7, only Capex and spending on CCS Contract Implementation Charges identified in the Capital Expenditure Programme may be expended.

6.2. Where Capex is identified for payment in any Financial Year, forty five (45) days before the start of the next quarter, RBFA shall issue an invoice to OCC for the monies to be expended from the Renewals Account in the following quarter. At least fifteen (15) days before the start of the next quarter, OCC shall transfer to RBFA, the relevant Capex from the Renewals Account for onward payment by RBFA in accordance with the Capital Expenditure Programme.

6.3. For the avoidance of doubt, only expenditure which is set out in the Capital Expenditure Programme shall be incurred from the Renewals Account.

7. PAYMENT OF PROJECT CONTINGENCIES

7.1. For any item of Capex included in an agreed Capital Expenditure Programme the Fire Authorities may agree a contingency for that programme expenditure which shall be approved as part of the approval process for the Annual Capital Expenditure Programme.

7.2. Where TVFCS or a Fire Authority believes, acting reasonably, that the contingency referred to in paragraph 7.1 should be utilised in whole or in

part, provided that the Principles of Recharging are complied with, TVFCS may utilise the agreed contingency, in whole or in part, with the prior agreement of either the Coordination Group or a relevant mandated project or programme board, should one have been established.

8. QUARTERLY CAPEX REPORTING AND TOP UPS TO RENEWALS ACCOUNT

8.1. RBFA will provide a quarterly Capex report (the **Quarterly Capex Report) showing**

8.1.1. the actual Capex from the Renewals Account against the profiled Capital Expenditure Programme, and

8.1.2. an explanation of any variances between the two.

For the avoidance of doubt, RBFA shall not be required to provide a report if no expenditure has occurred in the preceding quarter.

8.2. In considering the Quarterly Capex Report the Coordination Group shall determine whether to effect any reconciliation of Capex for the remaining part of the relevant Financial Year by recommending either

8.2.1. an additional Capex contribution from the Fire Authorities, or

8.2.2. covering any shortfall by an increase in the following Financial Year's Annual Capex Contribution,

such decision to be a Fire Authority Decision. If the Coordination Group cannot agree a recommendation as to whether to effect a reconciliation, and if so on what basis, the Coordination Group shall provide the Fire Authorities with a written account of the differences in accordance with clause 11.7.2 (Decision Making within TVFCS).

8.3. The quarterly reconciliation of the Capital Expenditure Programme and the Annual Capex Contribution shall be a Joint Committee Decision to be made at the Joint Committee meeting following the production of the reconciliation provided.

Schedule 8

Cost Apportionment Model

1. THE COST APPORTIONMENT MODEL

- 1.1. The Cost Apportionment Model is set out in the table below.
- 1.2. All payments and contributions to be made by the Fire Authorities to the Annual TVFCS Revenue Budget shall be made in the proportions shown below, with the exception of contributions in respect of the Command and Control System which shall be apportioned equally.
- 1.3. All payments of surpluses made to the Fire Authorities from the Annual TVFCS Revenue Budget shall be made in the proportions shown below.

Steady State Cost Apportionment Model								
	RBFA		OCC		BMKFA		Total	
		%		%		%		%
Population	955,190	37.5	737,108	29	52,542	33.5	2,544,840	100
Tax Base	358,114	38.2	264,107	28.2	315,079	33.6	937,300	100
Incidents Attended	7,824	36.7	6,250	29.3	7,257	34	21,331	100
Average % (population tax base & incidents attended)		37.5		28.8		33.7		100%

2. REVIEW OF THE COST APPORTIONMENT MODEL

- 2.1. The Cost Apportionment Model shall be reviewed by the Fire Authorities in the following instances:
 - 2.1.1. every three years with the first review to take place as soon as practicable after 31st March 2027 (to be applied from the following Financial Year 2028/29) and on each third anniversary thereafter; and
 - 2.1.2. at any time when reasonably requested by two or more of the Fire Authorities

such reviews to be carried out in accordance with the provisions of Schedule 13 (Coordination Group Review Procedure).

- 2.2. Upon a review pursuant to paragraph 2.1 of this Schedule 8 (Cost Apportionment Model) but not otherwise the Cost Apportionment Model shall be revised to reflect the average figures for Population, Tax Base and Incidents Attended over the preceding three (3) completed Financial Years (the “**CAM Principles**”).
- 2.3. Each Fire Authority shall keep a record of the figures for Population, Tax Base and Incidents Attended for their respective Fire Authority and shall update the record in respect of each Financial Year. The figures shall be discussed at the first Joint Committee meeting occurring after the end of a Financial Year.
- 2.4. Any changes proposed to the CAM Principles shall be a Fire Authority Decision.

Schedule 9

Financial Agreement for TVFCS

1. FINANCIAL AGREEMENT FOR TVFCS

- 1.1. RBFA is the lead accounting Fire Authority for the Purpose. The responsibilities of the lead accounting Fire Authority are shown below.
- 1.2. Accounts shall be produced in accordance with the RBFA Financial Regulations, the latest editions of the Code of Practice on Local Authority Accounting based on International Financial Reporting Standards and the Service Reporting Code of Practice (SeRCOP).
- 1.3. Savings and/or wider benefits realisation attributed to the Purpose will be agreed by the Coordination Group and by each Fire Authority.
- 1.4. The Purpose will be reported as a jointly controlled operation. Each Fire Authority will each account for their agreed share of costs.
- 1.5. The Section 151 Officer (or equivalent) for each Fire Authority (or agreed deputy) will be responsible for ensuring that adequate financial controls are in place.
- 1.6. RBFA Internal Audit will be responsible for carrying out audits relating to the Purpose but will make available upon reasonable request all relevant records and information to BMKFA and OCC for the purposes of enabling BMKFA and OCC to carry out their own audits relating to the Purpose and will provide all reasonable assistance to BMKFA and OCC in this regard.

2. RESPONSIBILITIES OF THE ACCOUNTING AUTHORITY

- 2.1. The role of the Accounting Authority shall be exercised in accordance with the directions of the Joint Committee and shall be to:
 - 2.1.1. provide all accounting services and make all banking arrangements which are required for the due and proper receipt, holding and application of funds used by the Purpose;
 - 2.1.2. prepare the draft and final Annual TVFCS Revenue Budgets for the Purpose including the proposed contribution from each Fire Authority;
 - 2.1.3. produce budget monitoring and other financial management information required by the Coordination Group or Joint Committee or any individual Fire Authority;
 - 2.1.4. produce Quarterly Budget Reports and reconciliations as required under paragraph 10.1 of Part A of Schedule 7 (Financial Arrangements for the TVFCS);
 - 2.1.5. produce a set of accounts at the end of each Financial Year;
 - 2.1.6. make payments on behalf of the Fire Authorities and account to the other Fire Authorities for all expenditure of the Purpose (both

revenue and capital);

- 2.1.7. account to the other Fire Authorities for all Third Party Income or other income received due to the Purpose;
- 2.1.8. complete and certify any government or other returns relating to the Purpose;
- 2.1.9. ensure that there is no commitment to financial obligations in excess of the Annual TVFCS Revenue Budget at Part A of Schedule 7 . If further funding is required in excess of the Annual TVFCS Revenue Budget the provisions of paragraph 9 of Part A of Schedule 7 (Financial Arrangements for the TVFCS) shall apply;
- 2.1.10. provide Quarterly Capex Reports pursuant to paragraph 8.1 of Part B of Schedule 7 (Financial Arrangements for the TVFCS);
- 2.1.11. report regularly to the Coordination Group and to the Joint Committee as required under this Agreement; and
- 2.1.12. have chief responsibility for monitoring compliance with the provisions of any relevant legislative requirements relating to the expenditure and accounting functions of the Purpose and for advising the other Fire Authorities in the event of any actual or potential or threatened non-compliance therewith.

Schedule 10 Operational Matters

Part A

The Concept of Operations

Part B

TVFCS Processes and Procedures

- Delayed, Second and Third Line, Appliance and Officer Availability
- Domestic Risk Information Sharing policy
- Fallback Arrangements including Operation EXIT
- Radio Procedure
- Resource Availability Fall-back Procedure
- Spate Call Procedure.

Part C

RBFA Policies

All RBFA policies that apply to staff employed in the Control Room and which are already in existence on the Commencement Date together with the BMKFA Transferring Policies and the OCC Transferring Policies as applicable.

Schedule 11

TVFCS Staffing Arrangements

1. DEFINITIONS

- 1.1. The following terms used in this Schedule 11 (TVFCS Staffing Arrangements) shall have the meaning given to them below:
- | | |
|--|---|
| 1.1.1. BMKFA Transfer Date | means the date on which the BMKFA Transferring Employees transfer to RBFA; |
| 1.1.2. Eligible Employees | means the Transferring Employees who are active members of or are eligible to join the LGPS; |
| 1.1.3. Employee Information | means the information provided by BMKFA and OCC in connection with the Transferring Employees as requested by and provided to RBFA including but not limited to the information requested at Appendix 1 to Schedule 11 (TVFCS Staffing Arrangements); |
| 1.1.4. LGPS | means the Local Government Pension Scheme; |
| 1.1.5. LGPS Regulations | means the Local Government Pension Scheme (Administration) Regulations 2008 (which expression shall include any regulations amending or replacing the regulations from time to time); |
| 1.1.6. Non-Transferring Employees | means the staff named in the schedules of Non-Transferring Employees for BMKFA and OCC respectively which have been signed by the Fire Authorities for the purposes of identification; |
| 1.1.7. OCC Transfer Date | means the date on which the OCC Transferring Employees transfer to RBFA; |
| 1.1.8. Transferring Employees | means the staff listed in the schedules of Transferring Employees for BMKFA and OCC respectively which have been signed by the Fire Authorities for the |

purposes of identification;

1.1.9. TUPE Regulations

means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (which expression shall include any regulations amending or replacing the regulations from time to time);

1.1.10. TVFCS Staff

means the staff employed by RBFA in connection with the Purpose including the TVFCS Group Manager, the TVFCS Control Training Manager and the Transferring Employees.

2. TRANSFER OF TRANSFERRING EMPLOYEES

- 2.1. RBFA will become the employer of the Transferring Employees on the BMKFA Transfer Date in respect of the BMKFA Transferring Employees and on the OCC Transfer Date in respect of the OCC Transferring Employees.
- 2.2. BMKFA shall be responsible for all emoluments and outgoings in respect of the BMKFA Transferring Employees (including all wages, holiday pay, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period up to and including the BMKFA Transfer Date.
- 2.3. OCC shall be responsible for all emoluments and outgoings in respect of the OCC Transferring Employees (including all wages, holiday pay, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period up to and including the OCC Transfer Date.
- 2.4. RBFA shall be responsible for all emoluments and outgoings in respect of the Transferring Employees from the BMKFA Transfer Date in respect of the BMKFA Transferring Employees and from the OCC Transfer Date in respect of the OCC Transferring Employees. For the avoidance of doubt, such costs:
 - 2.4.1. shall be recharged to the TVFCS Revenue Account in accordance with the provisions of Part A of Schedule 7 (Financial Arrangements for TVFCS); and
 - 2.4.2. the amount of the contributions to be made by the Fire Authorities towards the costs incurred by RBFA in connection with the employment of the Transferring Employees shall be agreed in accordance with the budget setting process at Part A of Schedule 7 (Financial Arrangements for TVFCS).
- 2.5. BMKFA shall indemnify RBFA in respect of any claims, losses, costs, expenses, demands and liabilities:
 - 2.5.1. arising from the failure to provide the BMKA Employee Information

in accordance with paragraph 3.3.2 and 3.3.3 below; and/or

- 2.5.2. which relate to any claim which is brought by any employee or person of BMKFA who is not a Transferring Employee or a Non-Transferring Employee and who claims to have transferred to RBFA under the TUPE Regulations on the BMKFA Transfer Date and/or the Commencement Date.
- 2.6. OCC shall indemnify RBFA in respect of any claims, losses, costs, expenses, demands and liabilities:
 - 2.6.1. arising from the failure to provide the OCC Employee Information in accordance with paragraph 3.3.2 and 3.3.3 below; and/or
 - 2.6.2. which relate to any claim which is brought by any employee or person of OCC who is not a Transferring Employee or a Non-Transferring Employee and who claims to have transferred to RBFA under the TUPE Regulations on the OCC Transfer Date and/or the Commencement Date.

3. PROVISION OF INFORMATION AND CONSULTATION

- 3.1. RBFA shall comply with its obligations under regulation 13 of the TUPE Regulations in respect of the Transferring Employees.
- 3.2. BMKFA and OCC shall comply with their respective obligations under regulations 13 and 14 of the TUPE Regulations in respect of the Transferring Employees save where they are unable to do so as a result of the failure of RBFA to comply with its duties under regulation 13(4) of the TUPE Regulations.
- 3.3. BMKFA and OCC warrant that, as at the BMKFA Transfer Date in respect of BMKFA and the OCC Transfer Date in respect of OCC, save as already notified in good time prior to the BMKFA Transfer Date and OCC Transfer Date respectively:
 - 3.3.1. Save for the Non-Transferring Employees, no persons are employed or engaged for the Purpose other than the Transferring Employees;
 - 3.3.2. BMKFA and OCC have provided the Employee Information in good time before the BMKFA Transfer Date in respect of BMKFA and the OCC Transfer Date in respect of OCC;
 - 3.3.3. the Employee Information given in respect of the Transferring Employees is complete, has been promptly kept up to date and is accurate and includes but is not limited to all information BMKFA and OCC are required to provide under Regulation 11 of the TUPE Regulations;
 - 3.3.4. BMKFA and OCC respectively are not in material breach of contract of employment of any of the Transferring Employees nor, as far as they are aware (or should be aware), is any Transferring Employee in material breach of his or her contract of employment;

- 3.3.5. none of the Transferring Employees have given or received notice of termination of employment;
- 3.3.6. there is not in existence any contract of employment with the Transferring Employees which cannot be terminated by three months' notice or less without giving rise to the making of a payment in lieu of notice or a claim for damages or compensation (other than a statutory redundancy payment or statutory compensation for unfair dismissal);
- 3.3.7. Without prejudice to paragraphs 4.5.2 and 4.5.3, BMKFA and OCC have complied with all obligations imposed on it by all statutes, regulations and codes of conduct relevant to the relations between it and the Transferring Employees or it and any recognised trade union or appropriate representatives in respect of the Transferring Employees;
- 3.3.8. BMKFA and OCC have not entered into any agreement or arrangement with the Transferring Employees that confers any payment or benefit to take effect on or after the BMKFA Transfer Date in respect of BMKFA Transferring Employees or the OCC Transfer Date in respect of the OCC Transferring Employees;
- 3.3.9. Save for the Non-Transferring Employees, BMKFA and OCC have not dismissed any employees eligible to transfer to RBFA under the TUPE Regulations by virtue of this Agreement and no such employees have objected to transfer or resigned prior to the BMKFA Transfer Date and/or OCC Transfer Date.

4. **EMPLOYMENT LIABILITIES**

- 4.1. For the purposes of this paragraph 4 of Schedule 11 (TVFCS Staffing Arrangements) "**Employment Liabilities**" means any costs, claims, fines, liabilities or expenses (including reasonable legal or other professional expenses) arising from:
 - 4.1.1. the employment of any person;
 - 4.1.2. the termination of such employment;
 - 4.1.3. the operation and/or termination of any collective agreement;
 - 4.1.4. any dispute (whether or not the subject of litigation in any court or tribunal) which relates to such employment or collective agreement or their termination;
 - 4.1.5. any failure to discharge in full any obligation to inform or consult appropriate representatives or any person about the transaction contemplated by this Agreement or any other matter.
- 4.2. Subject to paragraph 4.5 below, BMKFA shall indemnify RBFA and keep it fully indemnified from and against all Employment Liabilities in respect of the BMKFA Transferring Employees and BMKFA Non-Transferring Employees for the period prior to and including the BMKFA Transfer Date.

- 4.3. Subject to paragraph 4.5 below, OCC shall indemnify RBFA and keep it fully indemnified from and against all Employment Liabilities in respect of the OCC Transferring Employees and OCC Non-Transferring Employees for the period prior to and including the OCC Transfer Date.
- 4.4. The Fire Authorities shall jointly share any Employment Liabilities in respect of the TVFCS Staff which arise following the BMKFA Transfer Date in respect of the BMKFA Transferring Employees, the OCC Transfer Date in respect of the OCC Transferring Employees, and on or following the Commencement Date in respect of all other TVFCS Staff, in each case in accordance with the provisions of clauses 20 (Liability of the Fire Authorities) to clause 23 (Insurance).
- 4.5. The Fire Authorities shall jointly share any losses, costs, claims, demands, expenses and/or liabilities in accordance with the provisions of clauses 20 (Liability of the Fire Authorities) to clause 23 (Insurance) and Schedule 7 (Financial Arrangements for the TVFCS) relating to:
- 4.5.1. the employment and/or termination of employment of any of the Non-Transferring Employees by RBFA should their employment be found or alleged to have transferred to RBFA under the TUPE Regulations as a result of this Agreement;
 - 4.5.2. any failure in the redundancy information and/or the TUPE consultation process and/or the process of consultation with trade union and representative bodies undertaken in the period prior to the OCC Transfer Date in respect of the OCC Transferring Employees and OCC Non-Transferring Employees and in the period prior to the BMKFA Transfer Date in respect of the BMKFA Transferring Employees and BMKFA Non-Transferring Employees, in both cases regarding the proposed reorganisation and/or redundancies and/or transfers as a result of the TVFCS save where liability is caused by Wilful Default of any Fire Authority in which case such Fire Authority shall be solely responsible for the same;
 - 4.5.3. any failure in the redundancy information and/or the TUPE consultation process and/or the process of consultation with trade union and representative bodies undertaken in the period prior to the OCC Transfer Date and BMKFA Transfer Date in respect of those employees of RBFA affected by the proposed reorganisation and/or redundancies and/or transfers as a result of the TVFCS save where liability is caused by Wilful Default of any Fire Authority in which case such Fire Authority shall be solely responsible for the same;
 - 4.5.4. those BMKFA Non-Transferring Employees who are to be redeployed with BMKFA but reject such redeployment on or before the BMKFA Transfer Date and are subsequently dismissed by BMKFA on or before the BMKFA Transfer Date provided such dismissal and dismissal process has been agreed in advance between the Fire Authorities and the dismissal is effected in accordance with such agreement; and/or

- 4.5.5. those OCC Non-Transferring Employees who are to be redeployed with OCC but reject such redeployment on or before the OCC Transfer Date and are subsequently dismissed by OCC on or before the OCC Transfer Date provided such dismissal and dismissal process has been agreed in advance between the Fire Authorities and the dismissal is effected in accordance with such agreement.
- 4.6. If during or at the end of the twenty-eight (28) day trial period starting from and including the BMKFA Transfer Date, any BMKFA Transferring Employee rejects the role accepted in the TVFCS with RBFA then BMKFA shall indemnify RBFA in respect of the redundancy and any notice payment costs relating to the subsequent termination of the BMKFA Transferring Employee's employment. The Parties agree that any other losses or liabilities arising as a result of such termination shall be jointly shared in accordance with the provisions of clauses 20 (Liability of the Fire Authorities) to clause 23 (Insurance) and Schedule 7 (Financial Arrangements for the TVFCS) save where such loss or liability is caused by Wilful Default on the part of any Fire Authority in which case the defaulting Fire Authority shall be solely responsible and indemnify the other Fire Authorities for the same.

5. PENSIONS OF TRANSFERRING EMPLOYEES

- 5.1. RBFA is a 'scheme employer' for the purposes of the LGPS Regulations and that the LGPS Regulations apply to RBFA.
- 5.2. RBFA acknowledges that the Eligible Employees shall be, or as the case may be, shall remain eligible for membership of the LGPS while employed by RBFA subject to the terms of the LGPS Regulations.

6. TVFCS STAFF

- 6.1. RBFA shall employ the TVFCS Staff for the positions described in the staff structure chart in the section headed "Staffing numbers" in the Concept of Operations as the structure chart may be amended from time to time.
- 6.2. RBFA shall not add or remove any positions without the prior approval of the Coordination Group.
- 6.3. For the avoidance of doubt, RBFA shall manage the employment of the TVFCS Staff including recruitment, in accordance with the provisions of clause 7 (Obligations of RBFA in relation to the Operation of TVFCS). For the avoidance of doubt, in the event of any conflict with any RBFA Policy, the RBFA Policy shall prevail.
- 6.4. RBFA shall be responsible for all emoluments and outgoings in respect of the TVFCS Staff (including all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions). For the avoidance of doubt, such costs:
- 6.4.1. shall be recharged to the TVFCS Revenue Account in accordance with the provisions of Part A of Schedule 7 (Financial Arrangements for TVFCS); and

- 6.4.2. the amount of the contributions to be made by the Fire Authorities towards the costs incurred by RBFA in connection with the employment of the TVFCS Staff shall be agreed in accordance with the budget setting process at Part A of Schedule 7 (Financial Arrangements for TVFCS).

7. PROVISION OF INFORMATION ON EXIT OR EXPIRY

- 7.1. RBFA will, following a reasonable request from BMKFA or OCC at any time (provided that, unless agreed by RBFA, no more than 4 requests can be made of RBFA in any year) disclose the information listed in the spreadsheet attached at Appendix 1 to Schedule 11 (TVFCS Staffing Arrangements) relating to staff employed by RBFA in the Purpose whose employment with RBFA is liable to be terminated either at the expiry of this Agreement or if BMKFA or OCC respectively cease to be a party to this Agreement (but for the operation of law) (the “**Assigned Staff**”). For the avoidance of doubt, provision of such information will be subject to data protection requirements and may be provided in an anonymised format as necessary. The Parties agree RBFA should be given a reasonable time to respond to any such requests and RBFA’s costs and expenses in complying with such requests shall be borne equally between RBFA and the requesting Fire Authority.
- 7.2. Between the date of submission of the information provided pursuant to paragraph 8.1 of this Schedule 11 (TVFCS Staffing Arrangements) and the date on which BMKFA or OCC (as the case may be) either ceases to be a party to this Agreement or the date of expiry of this Agreement RBFA shall notify BMKFA or OCC (as the case may be) of any changes to the information.
- 7.3. RBFA shall indemnify BMKFA in respect of any claims, losses, costs, expenses, demands and liabilities:
- 7.3.1. arising from the failure to provide information pursuant to this paragraph 8 of Schedule 11 (TVFCS Staffing Arrangements); or
- 7.3.2. which relate to any claim which is brought by any employee or person not included in the information provided at paragraphs 8.1 and 8.2 above who claim to be an employee on the date on which BMKFA either ceases to be a party to this Agreement or the date of expiry of this Agreement arising out of their employment or its termination.
- 7.4. RBFA shall indemnify OCC in respect of any claims, losses, costs, expenses, demands and liabilities:
- 7.4.1. arising from the failure to provide information pursuant to this paragraph 8 of Schedule 11 (TVFCS Staffing Arrangements); or
- 7.4.2. which relate to any claim which is brought by any employee or person not included in the information provided at paragraphs 8.1 and 8.2 above who claim to be an employee on the date on which OCC either ceases to be a party to this Agreement or the date of expiry of this Agreement arising out of their employment or its

termination.

- 7.5. BMKFA shall indemnify RBFA in respect of any Employment Liabilities in respect of the Assigned Staff who transfer to BMKFA or a contractor of BMKFA under the TUPE Regulations on and from the date on which BMKFA either ceases to be a party to this Agreement or the date of expiry of this Agreement.
- 7.6. OCC shall indemnify RBFA in respect of any Employment Liabilities in respect of the Assigned Staff who transfer to OCC or a contractor of OCC under the TUPE Regulations on and from the date on which OCC either ceases to be a party to this Agreement or the date of expiry of this Agreement.
- 7.7. In the event that the TUPE Regulations do not apply to transfer the Assigned Staff to BMKFA, OCC and/or a replacement contractor, subject to the provisions of Clauses 26 (Termination of Membership of a Fire Authority for Material Breach) to 28 (Withdrawal of a Fire Authority Due to Reorganisation) inclusive, the Fire Authorities shall jointly share any liabilities, losses, costs, claims, demands, fines or expenses in respect of the Assigned Staff relating to the termination of their employment with RBFA including but not limited to statutory and any contractual redundancy costs and notice payments in accordance with the provisions of clauses 20 (Liability of the Fire Authorities) to Clause 23 (Insurance).

Appendix 1 to Schedule 11 (TVFCS Staffing Arrangements)

Employment Information

Schedule 12

Third Party Income Arrangements

There are the agreements in place with certain fire alarm monitoring organisations which allow the organisation to connect apparatus to the TVFCS control rooms so that in the event of a fire at the connected premises the fire alarm monitoring organisation can alert the fire and rescue service via the apparatus. For the purposes of clause 16.5.4 (Third Party Income) the Fire Authorities have agreed that OCC shall administer these Third Party Income Arrangements. For the avoidance of doubt, any new arrangements with fire alarm monitoring organisations shall be entered into in accordance with clause 16 (Third Party Income).

The arrangements are:

1. Tesco Stores Ltd
2. Securi-Guard Monitoring Ltd
3. Lloyds Banking Group Plc (security support centre Lloyds Security)
4. Southern/Northern Monitoring Services Ltd
5. Northern Monitoring (are southern monitoring)
6. Vision Security Group (VSG)
7. Stanley Security
8. Secom Plc
9. Custodian/(Chubb) Monitoring Services
10. Abel Alarms
11. Banham Alarms also trading as Banham Patent Locks Ltd
12. Securatis Security Services
13. Romec
14. EMCS East Midlands Central Station
15. UK Monitoring (was Dixons)
16. University of Oxford Security
17. SSS Management Services Limited
18. G4S Fire and Security (UK)

- 19. Cougar Alarms
- 20. Unipart Ltd ARC
- 21. ARC Monitoring Ltd
- 22. Maximum Protection Security Services Ltd
- 23. OCS Group UK Ltd
- 24. Pointer Ltd
- 25. Coventry Council
- 26. Careline/First County Monitoring
- 27. ADLT Fire Security (also known as AIM).

Schedule 13

Coordination Group Review Process

1. DOCUMENTS TO WHICH THE PROCESS APPLIES

- 1.1. The process set out in this Schedule shall apply to reviews and revisions of the following documents included as Schedules to this Agreement:
 - 1.1.1. the Cost Apportionment Model at Schedule 8 (Cost Apportionment Model), save that any decision to vary the CAM Principles is a Fire Authority Decision;
 - 1.1.2. the Concept of Operations at Part A of Schedule 10 (Operational Matters);
 - 1.1.3. the TVFCS Processes and Procedures listed at Part B of Schedule 10 (Operational Matters);
 - 1.1.4. the Coordination Group Terms of Reference at Schedule 4 (Coordination Group Terms of Reference), save that any decision to vary the Coordination Group Terms of Reference is a Joint Committee Decision;
 - 1.1.5. the list of Third Party Income Arrangements at Schedule 12 (Third Party Income Arrangements), save that any decision to provide goods or services to any third party which would involve the resources of the TVFCS as set out in paragraph 1.2.10 of Schedule 5 (Fire Authority Decisions and Joint Committee Decisions) shall be a Fire Authority Decision;
 - 1.1.6. the inclusion of an additional policy operated by RBFA as an RBFA Policy (but not revisions to the agreed RBFA Policies) pursuant to clause 14.8.2 (The Concept of Operations and Processes and Procedures).
- 1.2. For the avoidance of doubt, unless the document is listed in paragraph 1.1 of this Schedule 13 (Coordination Group Review Process), any document forming part of this Agreement may only be varied in accordance with clause 38 (Variation).

2. REVIEW PROCESS

- 2.1. The Fire Authorities shall review the relevant document at the meetings of the Coordination Group, such reviews to take place either:
 - 2.1.1. at the frequency which this Agreement requires for the relevant document; or
 - 2.1.2. at any time when requested by a Fire Authority and in any event no less than annually.
- 2.2. To this end a copy of the current relevant document shall be circulated to

the members of the Coordination Group in accordance with paragraph 3.4 of Schedule 4 (Coordination Group Terms of Reference).

- 2.3. Where the Coordination Group believes that the relevant document should be updated it may agree a revision in accordance with the provisions of clause 11.4 (Decision Making within TVFCS) unless the revision would be a Fire Authority Decision or a Joint Committee Decision in which case the Coordination Group's role shall be to make a recommendation to the Fire Authorities pursuant to clause 11.7 (Decision Making within TVFCS) or to the Joint Committee pursuant to clause 11.9 (Decision Making within TVFCS) as the case may be.
- 2.4. Where the revision of a document is a decision for the Coordination Group and the Coordination Group agrees that changes should be made to the relevant document, a revised version shall be produced by the Coordination Group. Where the Head of Function of each Fire Authority has noted, under hand, their agreement to the revision, that revision shall stand as the current document, and shall have contractual effect under the Agreement.
- 2.5. Where the revision of a document is a Joint Committee Decision, and the Joint Committee has agreed that changes should be made to the relevant document, it shall be so recorded in the minutes of the Joint Committee meeting together with a copy of the agreed revised version of the document. At the request of the Joint Committee, the Coordination Group shall produce a copy of the agreed version of the revised document and the Fire Authorities shall, acting by their Head of Function note, under hand, that the revision is the current agreed version of the document, which shall then have contractual effect under the Agreement.
- 2.6. Where the revision of a document is a Fire Authority Decision, and the Fire Authorities have each agreed that changes should be made to the relevant document, it shall be so recorded in the minutes of each of the Fire Authority meetings together with a copy of the agreed revised version of the document. At the request of the Fire Authority, the Coordination Group shall produce a copy of the agreed version of the revised document and the Fire Authorities shall, acting by their Head of Function note, under hand, that the revision is the current agreed version of the document, which shall then have contractual effect under the Agreement.
- 2.7. Until such time as the revised document is agreed in accordance with this paragraph 2 of Schedule 13 (Coordination Group Review Process), the document in force immediately prior to the update shall remain in effect.