

Partnership Commitment

Purpose

The purpose of the Agreement is to put in place an effective Strategic Partnership between Hampshire Fire and Rescue Authority (HFRA) and the Isle of Wight Council as the Isle of Wight Fire and Rescue Authority (IWC) to ensure delivery of “The Delivering Differently in Partnership” project by ensuring:

Continued effective delivery of Fire and Rescue Services

Reduction in the cost of provision of the Isle of Wight Fire and Rescue Service to assist the Isle of Wight Council achieve efficiency savings

Standards of service provision are not reduced in a way that adversely affects Isle of Wight and Hampshire residents.

A platform is created for the future delivery of both services

Both Authorities retain financial and political control and accountability of their Fire and Rescue Service as Fire Authorities

It is recognised that this partnership is a pioneering and innovative example of co-operation which will see the two services taking advantage of economies of scale, existing capacity, knowledge management and technology to achieve greater levels of efficiency and effectiveness across a range of operational service areas, whilst maintaining their own political governance and identity.

Delivering Differently in Partnership builds on the Government’s response to the Fire Futures Review which stated “The Fire and Rescue Service needs to be able to adapt to meet the needs of a continually evolving delivery environment; it needs to respond to the challenges of greater expectations from citizens of public services and to do so with reduced public funding. To meet these challenges the Service needs strong local leadership and the ability to work effectively in collaboration at different levels”.

Isle of Wight Fire & Rescue Service and Hampshire Fire & Rescue Service have a number of aligned values which will be at the heart of Delivering Differently in Partnership. This is an ambitious project that will bring transformational change and service improvement. We can use our strengths in improving our service delivery. The Isle of Wight can enhance Hampshire Fire and Rescue Service’s ability to achieve excellence with fewer resources. Hampshire Fire and Rescue Service can assist the Isle of Wight improve through additional capacity.

The ambitious political and strategic leadership from both organisations has sought to challenge traditional thinking on making efficiencies. The outcomes of this project will increase the strength of each organisation to move forward. By adopting this approach we are accepting responsibility for our performance and embarking on an improvement journey that will continue to evolve and mature into a partnership that will be seen by others as a benchmark to aspire to.

Implementation of identified partnership working opportunities will result in a net saving of £1,194,895 to the Isle of Wight Fire & Rescue Service over the three year period from 2015/16 to 2017/18.

Hampshire Fire and Rescue Service will fully recover costs incurred through the partnership. Over the three year period this totals £876,349, which will assist its organisational change and efficiency projects.

This agreement will enable a range of leadership and service elements to be considered, and where feasible, to be progressed into the partnership. Paragraph 1 below will be implemented immediately upon the commencement date. The following paragraphs set out the scope for this agreement and will be considered for inclusion in the partnership through the project programme during the lifetime of the partnership agreement. Inclusion of the areas set out at paragraphs 2 to 10 would be subject to the Partners agreeing key terms as to costs, staff and governance.

1. Strategic Leadership - Hampshire Fire & Rescue Service to deliver Isle of Wight Fire & Rescue Service Chief Fire Officer and senior leadership functions at an agreed cost per year. Isle of Wight Fire & Rescue Service intends to re-model the service management structure by removing senior officer roles from its current organisational hierarchy. These roles will not be provided within Isle of Wight Fire & Rescue Service, however the accountability and responsibilities of these roles will pass to officers within Hampshire Fire & Rescue Service. As a direct outcome of the project Strategic Operational Command will also be undertaken by Hampshire Fire & Rescue Service. Political decision making and accountability processes will be required to be clearly set out and in accordance with the Isle of Wight Constitution.
2. Partnership Development – Changes in structure will be required to meet service needs as the various products of Delivering Differently in Partnership are delivered.
3. Corporate Support Reorganisation – Delivery of alternative Back Office/Corporate Support arrangements (including HR, Finance, and ICT) will be considered through Hampshire Fire & Rescue Service.
4. Revised Incident Command Structure - Revised Incident Command system for flexible duty officers within Isle of Wight Fire & Rescue Service supported by an enhanced Strategic Command Team provided by Hampshire Fire & Rescue Service.
5. Fleet and Equipment – Isle of Wight Fire & Rescue Service currently provides a Technical Support and Operations Manager. This role has responsibility for the Management of Fleet and Equipment as well as the Operational Planning role for the service. There is currently insufficient capacity to carry out both roles effectively. Capacity can be realised within Isle of Wight Fire & Rescue Service by delegating responsibility for the Fleet and Equipment Management role to Hampshire Fire & Rescue Service. In completing this project Isle of Wight Fire & Rescue Service will be able to allocate the resulting released capacity to Local Operational Planning and delivery of Operational Support Functions.
6. Service Policy & Orders and Tactical Operational Guidance (TOG) - Hampshire Fire & Rescue Service will deliver to Isle of Wight Fire & Rescue Service policy & procedures and maintain version control. Hampshire Fire & Rescue Service and Isle of Wight Fire & Rescue Service will harmonise operational policy and procedures. Hampshire Fire & Rescue Service will

provide TOG's on behalf of Isle of Wight Fire & Rescue Service over an 18 month implementation period. Implementation of TOG's into Isle of Wight Fire & Rescue Service will be in accordance with the Collaborative Partnership and National Operational Guidance implementation process following a high level gap analysis. Hampshire Fire & Rescue Service will provide and maintain version control and updating of TOG's for Isle of Wight Fire & Rescue Service after implementation.

7. Training and Development – Hampshire Fire & Rescue Service will manage Isle of Wight Fire & Rescue Service training and development needs. Hampshire Fire & Rescue Service training and development provision is scalable and flexible.
8. Training Support – Hampshire Fire & Rescue Service will manage the administration of training support. A further feasibility study will be completed in conjunction with the work on Training and Development requirements.
9. Data and Knowledge Management - This is an important service that Hampshire Fire & Rescue Service will assist in developing and providing for the Isle of Wight Fire & Rescue Service. Due to the links with the Network Fire Control Services Partnership a detailed technological gap analysis is to be completed. The Community Fire Risk Management Information System will be co-hosted in partnership with Hampshire Fire & Rescue Service.
10. Network Fire Control Services Partnership Inclusion - The potential movement of the current call handling and mobilisation centre provided by Surrey Fire and Rescue Service to the Network Fire Control Services Partnership. This partnership consists of Hampshire, Devon and Somerset, Dorset and Wiltshire Fire and Rescue Services.

Isle of Wight Council and Hampshire Fire and Rescue Authority will each retain full political and financial authority (for setting their budget) and accountability.

Commencement and duration

It is proposed that this agreement commence on the 1 April 2015 and be for an initial period of 5 years, with the option for the parties to agree to extend the partnership.

STRATEGIC PARTNERSHIP AGREEMENT

between

ISLE OF WIGHT COUNCIL

and

HAMPSHIRE FIRE AND RESCUE AUTHORITY

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THIS DEED is dated

2015

PARTIES

- (1) ISLE OF WIGHT COUNCIL (which includes the Isle of Wight Fire and Rescue Service) of County Hall, High Street, Newport, Isle of Wight (“IWC”).
- (2) HAMPSHIRE FIRE AND RESCUE AUTHORITY of Hampshire Fire and Rescue Service Headquarters, Leigh Road, Eastleigh, Hampshire SO50 9SJ (the “HFRA”).

BACKGROUND

- (A) The purpose of the Agreement is to put in place an effective Strategic Partnership between IWC and HFRA whereby through collaboration the two services will take advantage of economies of scale, existing capacity, knowledge management and technology to achieve greater levels of efficiency and effectiveness across a range of operational areas, whilst maintaining their own political governance and identify.
- (B) The aim of the partnership will be to enable both Fire Authorities to continue to improve the service that they deliver to residents whilst enabling the Isle of Wight Fire Authority to make financial savings to support the IWC budget strategy.
- (C) As a consequence of the IWC financial pressures, a mandate was given to the Chief Fire Officer of IWC, to explore the feasibility of a formal partnership with HFRA.
- (D) The Partnership will see senior officers and functions provided by HFRA from 2015/16 at a cost recoverable through IWC which will contribute to HFRA retaining its current structures and capacity.
- (E) S.16 of the Fire and Rescue Act 2004 provides for the arrangements for the discharge of the functions of one Fire and Rescue Authority by others including provision as to the terms on which any function is to be discharged, including provision as to payment.
- (F) The Partnership Agreement will provide a framework for the partners to progress a 3 year project, within that Partnership, commencing on 1st April 2015 with stage 1, the provision of senior officers by HFRA and thereafter, to consider the feasibility and timing of the further proposed stages of the project plan. The Project Business Case sets out the proposed elements for inclusion in the Partnership and these will be agreed through the Implementation Board established to determine progression of the project plan. It is intended that the Partnership will continue beyond the project stage.

AGREED TERMS

1. DEFINITION AND INTERPRETATION

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



Agreement: means this Agreement between IWC and HFRA comprising these terms and conditions together with all schedules attached to it.

Aims and Outcomes: means the objectives setting out how the Partnership Arrangements are likely to progress through the identified areas for inclusion in the Agreement, as described in the Business case at Schedule 1

Arrangements: means the arrangements established by this Agreement

Bi-monthly: shall mean every 2 months

Change in Law: a change in Law that impacts on the Partnership Arrangements, to include but not limited to the Services and Functions in Schedule 2, which shall come into force after the Commencement Date.

Chief Fire Officer means HFRA's Chief Fire Officer as appointed by HFRA and IWC and any successor to that role to undertake the role for both authorities with effect from 1 April 2015

Commencement Date: 1 April 2015

Confidential Information: means all documents or information (however recorded or preserved) disclosed by one Partner to the other and that Partner's Representatives after the date of this agreement where that information is labelled/marked confidential or sensitive.

COSOP: Cabinet Office Statement of Practice; staff transfers in the Public Sector

Data Protection Legislation: this includes:

- (a) the Data Protection Act 1998 (**DPA 1998**);
- (b) Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (c) the Regulation of Investigatory Powers Act 2000;
- (d) the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (*SI 2000/2699*);
- (e) Directive 2002/58/EC concerning the processing of Personal Data and the protection of privacy in the electronic communications sector;
- (f) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (*SI 2003/2426*); and
- (g) all applicable laws and regulations relating to processing personal data and privacy, including the guidance and codes of practice issued by the Information Commissioner, where applicable.

Dispute Resolution Procedure: the procedure set out in clause 23

Employment Liabilities: All claims, including claims without limitation for redundancy payments, unlawful deduction of wages, unfair, wrongful or constructive dismissal compensation, compensation for sex, race, disability, age, religion or belief,



gender reassignment, marriage or civil partnership, pregnancy or maternity, or sexual orientation discrimination, claims for equal pay, compensation for less favourable treatment of part-time workers, and any claims (whether in tort, contract, statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body), and of implementing any requirements which may arise from such investigation, and any legal costs and expenses.

Financial Year: 1 April to 31 March.

FOIA: the Freedom of Information Act 2000 and any subordinate legislation made under it from time to time, together with any guidance or codes of practice issued by the Information Commissioner or relevant government department concerning this legislation.

Functions: the functions of the IWC to be carried out through this partnership, as set out in Schedule 2 and 7.

Information: has the meaning given under section 84 of FOIA.

Information Sharing Agreement: the agreement relating to the responsibilities of the Parties in relation to sharing Information contained in Schedule 6.

Initial Term: the period commencing on the Commencement Date and ending on the 5th anniversary of the Commencement Date.

Intellectual Property Rights (IPR): means all patents, trademarks, registered designs, copy right, data base rights, unregistered design rights, rights in and to trade names, business names, domain names and addresses, product names and logos, databases, inventions, trade secrets, moral rights and other similar rights and obligations

Know How: means all ideas, concepts schemes, information, knowledge, techniques, methodology relating to the Services and Functions

Law: any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court, directives or requirements of any Regulatory Body, delegated or subordinate legislation, or notice of any Regulatory Body.

Partners: the Parties to this Agreement, either IWC or HFRA

Party: either IWC or HFRA, and "**Parties**" shall be construed accordingly.

Partnership Arrangements: the arrangements made between the Parties under this Agreement.

Personal Data: shall have the same meaning as set out in the DPA 1998.



Quarter: one of the following periods in each Financial Year:

- (a) 1 April to 30 June;
- (b) 1 July to 30 September;
- (c) 1 October to 31 December; and
- (d) 1 January to 31 March

Delivering Differently in Partnership Implementation Board (the “Implementation Board”): the Board set up between the partners comprising IWC Managing Director, Senior Responsible Officer for each Authority, Project Manager for IWC, Station Manager for HFRA, External Project Assurance lead, or such other membership as the Implementation Board shall agree from time to time

Regulatory Body: those government departments and regulatory, statutory and other entities, committees and bodies that, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this Agreement, or any other affairs of the IOW Council.

Relevant Transfer: a relevant transfer under TUPE.

Representative: a Party’s officers, employee, agent or subcontractor and any employee of the other Party.

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 2004 (*SI 2004/3391*) (**EIR**).

Services: Provision of senior officers and functions as set out in the Business Case and Project Initiation Document at Schedule 1 by HFRA pursuant to this Agreement from time to time. The Business Case and Project Initiation Document will continue to be updated through the life of the project.

Term: the period of the Initial Term as may be varied by:

- (a) any extensions to this Agreement that are agreed under clause 3; or
- (b) the earlier termination of this Agreement in accordance with its terms.

Transferring Employees: Those employees whose contracts of employment transfer with effect from 1 April 2015 to HFRA from IWC. A list of the Transferring Employees, as at the date of execution of the Agreement, is attached at Schedule 8.

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006 (*SI 2006/246*), as amended by Collective Redundancies and Transfer of Undertakings (Protection of employment)(Amendment) Regulations 2014 (*SI2014.16*)

Working Day: any day other than Saturday, Sunday, a public or bank holiday in England.



- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.4 Words in the singular include the plural and vice versa.
- 1.5 The words includes, or including are to be construed without limitation
- 1.6 A reference to one gender includes a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.8 A reference to **writing** or **written** includes faxes and e-mail.
- 1.9 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.10 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Agreement) at any time.
- 1.11 References to clauses and Schedules are to the clauses and Schedules of this Agreement. References to paragraphs are to paragraphs of the relevant Schedule.
- 2. COMMENCEMENT AND DURATION**

This Agreement shall take effect on the Commencement Date and shall continue for the Initial Term of 5 years, unless terminated in accordance with the terms of this Agreement.
- 3. EXTENDING THE INITIAL TERM**

The Partners may extend this Agreement for a period and on varied terms as they agree, beyond the Initial Term, provided that any extension shall be agreed by the Partners no later than twelve months prior to the expiry of the Initial Term, in writing and signed by the Parties.
- 4. PARTNERSHIP ARRANGEMENTS**
 - 4.1 The Partners enter into these Partnership Arrangements to enable the Delivering Differently in Partnership project to progress to enable the IWC to make financial savings and to enable the Partners to continue to improve the service that they deliver to residents.
 - 4.2 The Partners agree that they are entering into this Agreement on a cooperative basis for the joint performance of common tasks governed only by considerations and in the pursuit of objectives relating to the public interest.
 - 4.3 The specific Aims and Outcomes of the Partnership Arrangements are described in the Business Case at Schedule 1



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

4.5 Nothing in this Agreement shall prejudice or affect:

- (a) the rights and powers, duties and obligations of the Partners in the exercise of their functions as public bodies or in any other capacity;

5. FINANCIAL ARRANGEMENT

5.1 IWC shall be financially accountable and responsible for all relevant costs, within the agreed costs and IWC's overall agreed budget, relating to this Agreement throughout the Term. The Chief Fire Officer will operate, in relation to IWC, in accordance with the Constitution for IWC .

5.2 The IWC shall pay HFRA for the provision of senior officers and functions. Schedule 3 of the Agreement sets out the relevant costs to be paid by IWC to HFRA. The Parties agree to review these costs annually through the Implementation Board. Any significant increase or proposed change in these costs shall be reported to the Implementation Board. The Implementation Board shall receive and consider a report relating to the financial arrangements on at least an annual basis.

5.3 The transitional costs set out at Schedule 3 are intended to be met by a grant from the Department of Communities and Local Government. In the interim the transitional costs will be met by IWC. In the event that a grant is not forthcoming either in whole or in part, the transitional costs will be born by the parties in accordance with the details set out in Schedule 3.

6. INTELLECTUAL PROPERTY

6.1 Nothing in this Agreement affects either Party's rights in pre-existing Intellectual Property Rights (including pre-existing Intellectual Property Rights of either Party contained in or relating to Confidential Information).

6.2 The IWC shall own and retain all rights, title and interest in and to the IWC IPR.

6.3 HFRA shall own and retain all rights, title and interest in and to all reports, documents, materials, techniques, ideas, concepts, trademarks, Know-How, software, computer code, designs, pictures text, audio visual works, inventions, data, information and other items, expressions, works of authorship or work product of any kind developed, modified (in accordance with clause 6.2) or provided as part of the Service in relation to the Functions.

6.4 During the Term and any subsequent extensions agreed by the Partners, HFRA shall grant a revocable, non-transferrable, non-exclusive, royalty-free, licence to the IOW Council to use its IPR solely for furthering the Aims and Outcomes of this Agreement.

6.5 The licence referred to in clause 6.4 above shall be granted to IWC at no cost.



- 6.6 It is hereby agreed that any use of HFRA's IPR beyond the Term of this Agreement shall be incorporated in a separate document agreed by the Partners.
- 6.7 During the Term and any subsequent extensions agreed by the Partners, IWC shall grant a revocable, non-transferrable, non-exclusive, royalty-free, licence to the HFRA to use its IPR solely for furthering the Aims and Outcomes of this Agreement.
- 6.8 The licence referred to in clause 6.7 above shall be granted to HFRA at no cost.
- 6.9 It is hereby agreed that any use of IWC IPR beyond the Term of this Agreement shall be incorporated in a separate document agreed by the Partners.

7. ISLE OF WIGHT ACT 1971 (AS AMENDED)

- (a) 7.1 The requirements of the IWC that arise from the Isle of Wight Act 1971 (as amended), shall continue to be undertaken and are included within the costs set out in the costs schedule. These requirements are set out in schedule 7.

8. PREMISES

- (a) 8.1 The parties acknowledge that all premises owned/occupied by them at the commencement of this agreement will remain the property of that Partner, but may be accessed in furtherance of the Aims and Objectives of this agreement by the other Partner.

9. ASSETS

- (a) 9.1 All assets owned by each Partner at the commencement of this agreement are to remain the property of that Partner.

10. STAFFING (TUPE, SECONDMENT AND PENSIONS)

- 10.1 The partners have acknowledged that the creation of the partnership and this Agreement does not cause a relevant transfer pursuant to TUPE at the outset, but that during the Term circumstances that could give rise to a relevant transfer pursuant to TUPE may arise. The transfer of staff under this partnership agreement will take place in accordance with COSOP and the transfer will ensure that the staff are treated no less favourably than if TUPE was applied to the transfer.
- 10.2 As a result of the partnership, the functions of the Transferring Employees will, from the Commencement Date be undertaken by HFRA. The Parties agree that the COSOP shall apply to the Transferring Employees and the Parties will ensure that the Transferring Employees are treated no less favourably than if TUPE applied.
- 10.3 In accordance with COSOP, the Parties agree that the contracts of employment made between IWC and the Transferring Employees shall have effect after the Commencement Date as if they were originally made between HFRA and the Transferring Employees.
- 10.4 Notwithstanding the fact that the Parties consider TUPE does not apply, the Parties agree to undertake an information and consultation process in respect of the



Transferring Employees prior to the transfer. The Partners agree that they shall undertake this information and consultation process within the spirit of the TUPE Regulations.

- 10.5 Not later than 14 days in advance of the Commencement Date, IWC will notify HFRA of the following information ("the Employee Liability Information") in relation to the relevant transferring employees:
 - (a) the identity and age of the employee;
 - (b) the employee's written statement of employment particulars (as required under section 1 of the Employment Rights Act 1996);
 - (c) information about any disciplinary action taken against the employee and any grievances raised by the employee, within the previous two years;
 - (d) information about any court or tribunal case, claim or action either brought by the employee against the IWC within the previous two years or where the IWC has reasonable grounds to believe that such action may be brought against HFRA arising out of the employee's employment with IWC;
 - (e) information about any collective agreement that will have effect after the Commencement Date, in relation to the employee.
- 10.6 IWC shall provide and, where necessary, update the Employee Liability Information for the Transferring Employees up to the Commencement Date. IWC shall warrant that such information is complete and accurate as it is aware or should reasonably be aware as at the date it is disclosed.
- 10.7 Where either IWC or HFRA envisage measures in relation to the affected or transferring employees, it shall trigger the need for relevant consultation with the representatives of the employees. In the event that IWC envisages measures, IWC will lead the consultation with the employee representatives and HFRA may send a representative to such meeting should they wish to do so.
- 10.8 In the event that HFRA envisages measures that it will take in respect of the transferring employees, consultation meetings with IWC employee representatives will be arranged by IWC and will take place on the Isle of Wight, but such meetings will be chaired by an employer representative from HFRA.
- 10.9 IWC shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of the Transferring Employees, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, National Insurance contributions, pension contributions and otherwise, up to and including 31 March 2015.
- 10.10 HFRA shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of the Transferring Employees, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, National Insurance contributions, pension contributions and otherwise, from and including 1 April 2015.



- 10.11 HFRA shall be liable for and indemnify and keep indemnified IWC against any Employment Liabilities arising from or as a consequence of any proposed changes to terms and conditions of employment the HFRA may consider making on or after the Commencement Date.
- 10.12 IWC shall be liable for and indemnify and keep indemnified HFRA against any Employment Liabilities arising from or relating to the employment of the Transferring Employees prior to the Commencement Date.
- 10.13 The Transferring Employees are active members of the Firefighter's Pension Scheme 1992 on the date of the Transfer. Both IWC and HFRA are scheme employers in respect of the Firefighters' Pension Scheme. It is agreed that the Transferring Employees' membership of this Pension scheme will continue, subject to the rules of the Firefighter's Pension Scheme 1992 as amended from time to time following transfer of their employment to HFRA.
- 10.14 The Partners agree that the Human Resources Guidance for the Management of Staff set out in Schedule 5 shall apply in relation to any staff of IWC and the management of them by HFRA.

11. GOVERNANCE STRUCTURE

- 11.1 The governance structure set out in Schedule 4 shall apply in respect of the Partnership Arrangements and throughout the Term unless varied or terminated in accordance with the terms of the Agreement.
- 11.2 HFRA's Chief Fire Officer shall become the Chief Fire Officer for Hampshire Fire and Rescue Authority and the Isle of Wight Fire and Rescue Service within the Isle of Wight Council from the Commencement Date.
- 11.3 Three Senior Officers will be transferred to roles within HFRA but all other IWC staff who are employed by the IWC at the Commencement Date shall remain employees of the IWC and shall continue to be subject to the conditions of pay and employment determined by the IWC unless a relevant transfer for the purpose of TUPE shall apply.
- 11.4 Full responsibility for the line management of IWC staff shall transfer from the Commencement Date to the Chief Fire Officer and his managers who shall have the full rights and responsibilities provided to the IWC's managers in accordance with the IWC scheme of delegation and employment policies and procedures.
- 11.5 HFRA shall, from the Commencement Date, implement clear line management reporting and ensure that all IWC staff have a named individual to whom they are directly accountable to in their role.

12. REVIEW AND REPORTING

- 12.1 The Implementation Board established to oversee the project will receive regular reports (at least 4 times a year) on the progress and performance of the stages of the project implemented.



- 12.2 The Implementation Board will continue during the life of the Partnership so that it will continue beyond the initial 3 year proposed time frame for the project, to receive reports on progress and performance at least every 6 months (its name and terms of reference may be updated)
- 12.3 An Annual Fire Authority Report will be prepared and considered by Full Council of the Isle of Wight Council.
- 12.4 An Annual Assurance Statement as is required to be provided by all Fire and Rescue Authorities as stated in the Fire and Rescue National Framework for England for IWC will be produced.
- 12.5 An Agreement and Protocol have been entered into between the Partners, dated 14 May 2010, under s.13 and 16 of the Fire and Rescue Services Act 2004. These documents set out the working arrangements between the two Partners relating to mutual assistance. The documents are subject to an annual assessment with a full review and reconfirmation every three years or for any other significant cause. The documents require a full review in order to ensure that they are compatible with this Partnership Agreement. The Partners have agreed that the Agreement and Protocol will be reviewed and where necessary amended at the latest, within three months from the commencement of the Partnership Agreement, with the reviewed/amended Agreement and Protocol being referred to the Implementation Board for approval before being entered into by the Partners, to ensure that it fully reflects the Partnership Agreement.
- 12.6 Until such time as the Agreement and Protocol have been reviewed and amended, the position in relation to liabilities shall be as set out in the Partnership Agreement.

13. VARIATIONS

Except as otherwise expressly provided in the Agreement, no amendment of or supplement to any of the provisions of the Agreement shall be effective unless recorded in writing in a document specifically referring to the Agreement and duly executed by the Partners.

14. WORKING IN PARTNERSHIP

- 14.1 Whilst there will be many challenges and risks to both Fire Authorities which will require careful consideration and development of agreeable solutions, it is recognised by both IWC and HFRA that this will be a partnership approach and that certain elements will necessarily develop during the Term and be concluded in accordance with the Agreement.

15. HEALTH AND SAFETY

- 15.1 The IWC shall (and shall use reasonable endeavours to ensure its Representatives) comply with the requirements of the Health and Safety at Work etc Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to the Services and persons working on the Services.



- 15.2 The IWC shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974), together with related policies and procedures, are made available to HFRA on request prior to the Effective Date and during the Term.
- 15.3 HFRA, in carrying out the Functions shall not act in a way which would cause the IWC to be in breach of its obligations in relation to the Health and Safety at Work etc Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to the Services.

16. EQUALITY DUTIES

- 16.1 The Partners acknowledge and will at all times have regard to their respective duties under equality legislation to eliminate unlawful discrimination, harassment and victimisation, and to advance equality of opportunity and foster good relations between different groups.
- 16.2 Where, in relation to a change in Service affecting IWC staff, service users, or both, HFRA will have regard to any relevant IWC policies and processes, and in any event will comply with all legal requirements for equality impact assessment of any such changes.

17. FREEDOM OF INFORMATION

The Partners acknowledge that each is subject to the requirements of FOIA and the EIR, and shall assist and co-operate with one another to enable each Partner to comply with these information disclosure requirements, where necessary and in compliance with any protocol which may be developed for this purpose.

18. DATA PROTECTION AND INFORMATION SHARING

- 18.1 Each Partner shall comply with any notification requirements under Data Protection Legislation. Both Partners shall duly observe all their obligations under Data Protection Legislation, which arise in connection with this Agreement.
- 18.2 The Partners shall adhere to an Information Data Sharing Agreement which shall be entered into between the Partners at the time in the project when the Partners will be sharing information. The form of agreement to be used shall be as at Schedule 6.

19. CONFIDENTIALITY

- 19.1 Subject to para 19.2 below the Partners agree to keep confidential all documents relating to or received from the other Partner under this Agreement that are labelled as confidential.
- 19.2 Where a Partner receives a request to disclose Information that the other Partner has designated as confidential, the receiving Partner shall consult with the other Partner before deciding whether the Information is subject to disclosure.
- 19.3 In order to ensure transparency in relation to all payments made by IWC to HFRA, such payments shall not be subject to this confidentiality clause.



20. INSURANCE

- 20.1 The Partners shall effect and maintain a policy or policies of insurance, providing an adequate level of cover for liabilities arising under any indemnity in this Agreement.
- 20.2 The Partners shall maintain in force throughout the Term the following insurance policies;
- (i) Employer's Liability Insurance Policy of not less than £10 million for each and every claim, act or occurrence or series of claims, acts or occurrences;
 - (ii) Public Liability Insurance Policy of not less than £10 million for each and every claim, act or occurrence or series of claims, acts or occurrences;
 - (iii) Professional Indemnity Insurance Policy of not less than £5 million for each and every claim, act or occurrence or series of claims, acts or occurrences;

21. LIABILITIES

- 21.1 Neither Party to this Agreement limits its liability for:
- (a) death or personal injury caused by its negligence, or that of its employees, agents or Contractors; or
 - (b) fraud by it or its employees; or
 - (c) breach of any obligation as to title implied by statute; or
 - (d) any other act or omission, liability for which may not be limited under Legislation.
- 21.2 Neither Partner shall be liable to the other Partner for claims by third parties arising from any acts or omissions of the other Partner in connection with the Functions before the Commencement Date.
- 21.3 Each Partner shall, at all times, take all reasonable steps to minimise and mitigate any loss or damage for which the relevant Partner is entitled to bring a claim against the other Partner under this Agreement.
- 21.4 Where a claim arises in relation to public liability, the Partner "in control" of an incident shall meet any liabilities arising. The Partner "in control" shall be the Partner who is the employer of the most senior officer responsible for commanding an incident, regardless of where the incident takes place.
- 21.5 Where a claim arises in relation to Employer's liability, the employer of the affected employee will normally be responsible for the liabilities arising. However, where HFRA officers are commanding IWC officers, the HFRA officers will be acting as agents of IWC and therefore any liability arising will be the responsibility of IWC.
- 21.6 The parties will review the liability provisions set out in this agreement on the first anniversary of the agreement. Any changes to this Agreement must be agreed between the parties and recorded in a Deed of Variation.



21.7 Should either or both of the Partners insurers raise an issue in relation to the liability provisions, the Partners agree to, where necessary, vary the liability clauses to ensure that they satisfy the insurers and are reasonable to both Partners.

22. AUDIT AND COMPLAINTS

The partners agree that for the purposes of dealing with audit requirements of handling complaints, that the partners will co-operate with each other to facilitate these processes.

23. DISPUTE RESOLUTION

23.1 The Partners will seek at all times to resolve any dispute informally, in the spirit of co-operation and partnership.

23.2 Should informal resolution not prove to be possible in the first instance, with relevant line management involvement as appropriate, the matter should be referred to the Chief Officer or equivalent of each Partner. The Partners shall give notice to each other in writing of such a referral.

23.3 The Chief Officer or equivalent of each Partner may, in their discretion, propose that the Executive Lead Members for (or their equivalent) of each of the Partners should participate in the dispute resolution process. Any such participation must be by mutual consent, and subject to mutually agreed timeframes.

23.4 The parties may, jointly or individually, where a dispute of an operational nature has not been resolved, refer the matter to the Chief Fire and Rescue Advisor for professional advice to assist in seeking a resolution.

23.5 The Partners may at any time mutually agree to a variation of the time limits agreed by the Partners.

24. TERMINATION

24.1 A Partner may terminate this Agreement at any time by giving the other 1 years notice in writing.

24.2 The provisions of clause 25 shall apply on termination of this Agreement.

25. CONSEQUENCES OF TERMINATION

25.1 On notice of termination being given by either party or upon no extension to the initial 5 year period having been agreed, the Implementation Board shall agree a time frame within which HFRA shall deliver to the IWC or destroy:

25.2 all or any records of IWC and any records, documentation, drawings, data or other information produced or received for the purposes of the Partnership Arrangement and stored on whatever medium;

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



- 25.3 Where HFRA destroys any materials under 25.2 above, it shall provide a certificate signed by an authorised signatory confirming that such materials have been destroyed.
- 25.4 The Implementation Board shall also consider what if any decisions need to be taken in relation to staff who may have been the subject of a relevant transfer or otherwise to HFRA and whether a further transfer is necessary.
- 25.5 Where the Agreement expires or terminates (for whatever reason), IWC may, during the 12 months prior to termination, require HFRA to use its reasonable endeavours to assist IWC in the transfer of the provision of the Services to either IWC or a third party nominated by IWC and give IWC and/or such third party nominated by the IWC such help as may be reasonably necessary to enable such transfer to take place smoothly. In the event of termination or notice of termination being given, the Partners will collaborate to reach an exit protocol governing the transfer of provision of Services unless otherwise agreed between the parties.

On the expiry or termination of this Agreement in whole or in part for any reason; the provisions of the following clauses shall survive termination or expiry of this Agreement:

- (a) Clause; 6
- (b) Clause; 17
- (c) Clause; 18
- (d) Clause; 19
- (e) Clause; 21
- (f) Clause; 22
- (g) Clause; 31

26. PUBLICITY

- 26.1 Communications officers from IWC and HFRA shall liaise with each other on all proactive and reactive media and/or other communications to ensure consistency and the consistent communication of key messages. A process for signing off communications shall be established, acknowledging that there should be a number of officers and members involved depending on the urgency and profile in each individual case, in order to enable the flexible and responsive approach.
- 26.2 Insofar as any operational matters relating to IWC, the Chief Fire Officer and the relevant IWC member shall be quoted, save that where a matter is wholly a policy matter, when only the member should be quoted.

27. NO PARTNERSHIP

Nothing in this Agreement shall be construed as constituting a legal partnership between the Partners or as constituting either Partner as the agent of the other for any purpose whatsoever, except as specified by the terms of this Agreement.



28. THIRD PARTY RIGHTS

No term of this Agreement is intended to confer a benefit on or to be enforceable by any person who is not a party to this Agreement.

29. NOTICES

29.1 Notices shall be in writing and shall be sent to the other Partner marked for the attention of the chief executive (or equivalent) or another person duly notified by the Partner for the purposes of serving notices on that Partner, at the address set out for the Partner in this Agreement.

29.2 Notices may be sent by first class mail or facsimile transmission, provided that facsimile transmissions are confirmed within 24 hours by first class mailed confirmation of a copy. Correctly addressed notices sent by first class mail shall be deemed to have been delivered 72 hours after posting and correctly directed facsimile transmissions shall be deemed to have been received instantaneously on transmission, provided that they are confirmed as set out above.

30. SEVERABILITY

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.

31. WAIVER

31.1 The failure of either Partner to enforce any of the provisions of this Agreement at any time or for any period of time shall not be construed to be a waiver of any such provision and shall in no matter affect the right of that Partner thereafter to enforce such provision.

31.2 No waiver in any one or more instances of a breach of any provision of this Agreement shall be deemed to be a further or continuing waiver of such provision in other instances.

32. ENTIRE AGREEMENT

This Agreement, the Schedules and the documents annexed to it or otherwise referred to in it contain the whole agreement between the parties relating to the subject matter of it and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

33. GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales, and the Partners irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.



34. FAIR DEALINGS

The Partners recognise that it is impracticable to make provision for every contingency which may arise during the life of this Agreement and they declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interests of either of them and that if in the course of the performance of this Agreement, unfairness to either of them does or may result then the other shall use its reasonable endeavours to agree upon such action as may be necessary to remove the cause or causes of such unfairness.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.



PARTNERSHIP AGREEMENT SCHEDULES



Schedule 1 - Business Case and Projection Initiation Documents

To be inserted



Schedule 2 - Functions

HFRA will provide, through appointment by IOW Council, the role of Chief Fire Officer for IWC to provide strategic direction and leadership, to ensure that the IWC discharges its statutory responsibilities and provides an efficient and effective fire service, to include responsibility for the day to day running and administration of IWC. The main legislative requirements are summarised below:

The Fire & Rescue Services Act 2004 sets out the duties and powers of fire authorities. Under the Act, the Fire Authority has a number of core functions:

- Fire Safety - promoting fire safety, including the provision of information and publicity on steps to be taken to prevent fires and the giving of advice on how to prevent fires and on the means of escape from buildings in case of fire.
- Fire Fighting - extinguishing fires and protecting life and property in the event of fires.
- Road Traffic Accidents - rescuing people in the event of road traffic accidents and protecting people from serious harm in the event of road traffic accidents.
- Emergencies - when necessary deal with emergencies, other than fires and road traffic accidents.

In meeting these core functions, a Fire Authority is responsible for ensuring that adequate arrangements are in place for:

- dealing with calls for assistance
- providing a fire and rescue service and equipment
- training of personnel
- obtaining information for fire and rescue purposes
- minimising damage resulting from fire and rescue activity
- giving fire safety advice.

The Regulatory Reform (Fire Safety) Order 2005 sets out the responsibilities a Fire Authority has for the supervision and enforcement of the Order which applies to all non-domestic premises.

Civil Contingencies Act 2014 – IWC and HFRA will continue to have the same duties in relation to this Act, which will be overseen by the CFO

Licensing Act 2003 – to include for the Isle of Wight:-

To notify the licensing authority that an event safety plan is 'fit for purpose' in respect of fire safety and provision, in order for the plan to be signed off as may be required under the premises licence.

Respond to consultations - Timescales currently set in statute response within 28 days.



Attendance at Licensing Committee meetings where outstanding issues relate to fire safety/provision.

Joint visits where required.

Gambling Act 2005 – to include for the Isle of Wight

Respond to consultations - Timescales currently set in statute response within 28 days.

Attendance at Licensing Committee meetings where outstanding issues relate to fire safety/provision.

Joint visits where required.

Street Trading - to include for the Isle of Wight

Respond to consultation within 21 days

Attendance at Licensing Committee meetings where outstanding issues relate to fire safety/provision.

Joint visits where required.

Highways permissions (tables and chairs etc.) - to include for the Isle of Wight
Consultation response within 28 days

Attendance at Licensing Committee meetings where outstanding issues relate to fire safety/provision.

Joint visits where required.

Attendance at responsible authorities meetings – to include for the Isle of Wight

Quarterly meeting to discuss licensing premises, joint working and emerging issues.

Joint working/ data sharing – to include for the Isle of Wight

Environmental Health e.g. business premises inspections joint initiatives etc.

Trading Standards joint educative initiatives, inspections, intelligence etc.

Isle of Wight Act 1971 (as amended) and 1980 – this is dealt with separately in schedule 7

s.13 Fire and Rescue Services Act 2004 – Reinforcement scheme – secretary of state to be informed of change.

The Functions shall include any other statutory responsibilities in force now or enacted in the future.



Schedule 3 - Costs Schedule

IWC will reimburse HFRA’s costs, in relation to the provision of certain functions and staffing as set out in this Schedule. HFRA will invoice IWC on a quarterly basis.

This schedule sets out the costs to be incurred by IWC and the savings to be made. It assumes that through the 3 years of cost modelling the range of leadership and service elements set out in the business case will be progressed and that therefore these costs will be incurred, alongside further savings. However, if any of the leadership or service elements are not progressed with, then the cost spend may reduce. The Implementation Board will review periodically the cost spend.

These costs are set out to ensure that the arrangements for administering this Agreement are clear to both Partners, are transparent and agreed in advance to ensure both Partners can plan effectively and have surety of costs and income.

Affordability is a key consideration for both Partners and any alterations to the proposed costs whether due to a change in the needs of the service or other factors, will need to be reported to the Implementation Board, for consideration to be given as to how to proceed in the interests of both parties

Transitional Costs

The Transitional Costs that will be incurred in progressing this project are identified below. These will, in the first instance, be met by the IWC, on the understanding that a grant from the Department of Communities and Local Government will be forthcoming to meet these costs. In the event that all or part of the Grant is not forthcoming, this will be reported to the Implementation Board and the Partners may agree departures from the proposed project elements. In the event that Transitional costs are incurred then the Partners shall be responsible for the Transitional costs as is set out below or, where the costs vary, in the same proportions as set out below, whereby either one Partner or the other, or both will be responsible for certain elements.

Transformation Costs 2015/16	
Tactical Operational Guidance	28,898
Incident Command System	0
Service Policy	31,227
Operational Assurance	
Community Fire Risk Management Information System	
Computer Aided Design	
Call Handling	0
Strategic Leadership	



Corporate Support	
Quality Assurance Training	
Training Support	
Fleet Management	
Workforce Planning	
Fire Service Emergency Cover Model	
Area Manager	43,668
Overheads, travel	5,000
Project Support 1	24,687
Project Support 2	24,687
Project Manager 1	65,115
Project Manager 2	65,115
Project Assurance	28,800
Total	317,197

Transformation Costs 2016/17	
Tactical Operational Guidance	14,449
Incident Command System	0
Service Policy	0
Operational Assurance	
Community Fire Risk Management Information System	
Computer Aided Design	
Call Handling	40,000
Strategic Leadership	
Corporate Support	175,000
Quality Assurance Training	
Training Support	
Fleet Management	
Workforce Planning	
Fire Service Emergency Cover Model	
Area Manager	44,104
Overheads, travel	5,000
Project Support 1	24,934
Project Support 2	24,934
Project Manager 1	65,766
Project Manager 2	65,766
Project Assurance	28,800
Total	488,753

Transformation Costs 2017/18	
Tactical Operational Guidance	0
Incident Command System	0

Service Policy	0
Operational Assurance	0
Community Fire Risk Management Information System	
Computer Aided Design	
Call Handling	0
Strategic Leadership	
Corporate Support	0
Quality Assurance Training	
Training Support	
Fleet Management	
Workforce Planning	
Fire Service Emergency Cover Model	
Area Manager	44,545
Overheads, travel	
Project Support 1	
Project Support 2	
Project Manager 1	
Project Manager 2	
Project Assurance	
Total	44,545

Transformation Costs 2018/19	
Tactical Operational Guidance	0
Incident Command System	
Service Policy	0
Operational Assurance	
Community Fire Risk Management Information System	
Computer Aided Design	
Call Handling	0
Strategic Leadership	
Corporate Support	0
Quality Assurance Training	
Training Support	
Fleet Management	
Workforce Planning	
Fire Service Emergency Cover Model	
Area Manager	44,990
Overheads, travel	
Project Support 1	
Project Support 2	
Project Manager 1	



Project Manager 2	
Project Assurance	
Total	44,990

Transformation Costs 2019/20	
Tactical Operational Guidance	0
Incident Command System	
Service Policy	0
Operational Assurance	
Community Fire Risk Management Information System	
Computer Aided Design	
Call Handling	0
Strategic Leadership	
Corporate Support	0
Quality Assurance Training	
Training Support	
Fleet Management	
Workforce Planning	
Fire Service Emergency Cover Model	
Area Manager	45,439
Overheads, travel	
Project Support 1	
Project Support 2	
Project Manager 1	
Project Manager 2	
Project Assurance	
Total	45,439

- HFRA
- IWFRS
- Shared equally

Bid Total	940,924
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Cost recovery Model

Year 1 – 2015/16

Year 1 Costs	
Tactical Operational Guidance	0
Incident Command System	14,153
Service Policy	0
Operational Assurance	13,653
Community Fire Risk Management Information System	12,986
Computer Aided Design	0
Call Handling	0
Strategic Leadership	134,450
Corporate Support	0
Quality Assurance Training	0
Training Support	0
Fleet Management	0
Workforce Planning	0
Fire Service Emergency Cover Model	0
Risk Information and Quality Assurance	0
Performance Management	0
Total	175,242

Any additional cost/ variation over and above a 10% variance has to be agreed in advance by IWC for payment to be made.

Year 2 Costs	
Tactical Operational Guidance	2,167
Incident Command System	14,153
Service Policy	24,405
Operational Assurance	13,653
Community Fire Risk Management Information System	12,986
Computer Aided Design	0
Call Handling	0
Strategic Leadership	134,450
Corporate Support	0
Quality Assurance Training	0
Training Support	0
Fleet Management	0
Workforce Planning	0
Fire Service Emergency Cover Model	0



Risk Information and Quality Assurance	0
Performance Management	0
Total	201,814

Year 3 Costs	
Tactical Operational Guidance	4,335
Incident Command System	14,153
Service Policy	24,405
Operational Assurance	13,653
Community Fire Risk Management Information System	22,986
Computer Aided Design	7,440
Call Handling	200,000
Strategic Leadership	134,450
Corporate Support	0
Quality Assurance Training	1,365
Training Support	24,272
Fleet Management	20,800
Workforce Planning	0
Fire Service Emergency Cover Model	31,434
Risk Information and Quality Assurance	0
Performance Management	0
Total	499,293

The amount of these costs will depend upon which elements of the project are taken into the Partnership and where not so included, the costs will be reduced down accordingly

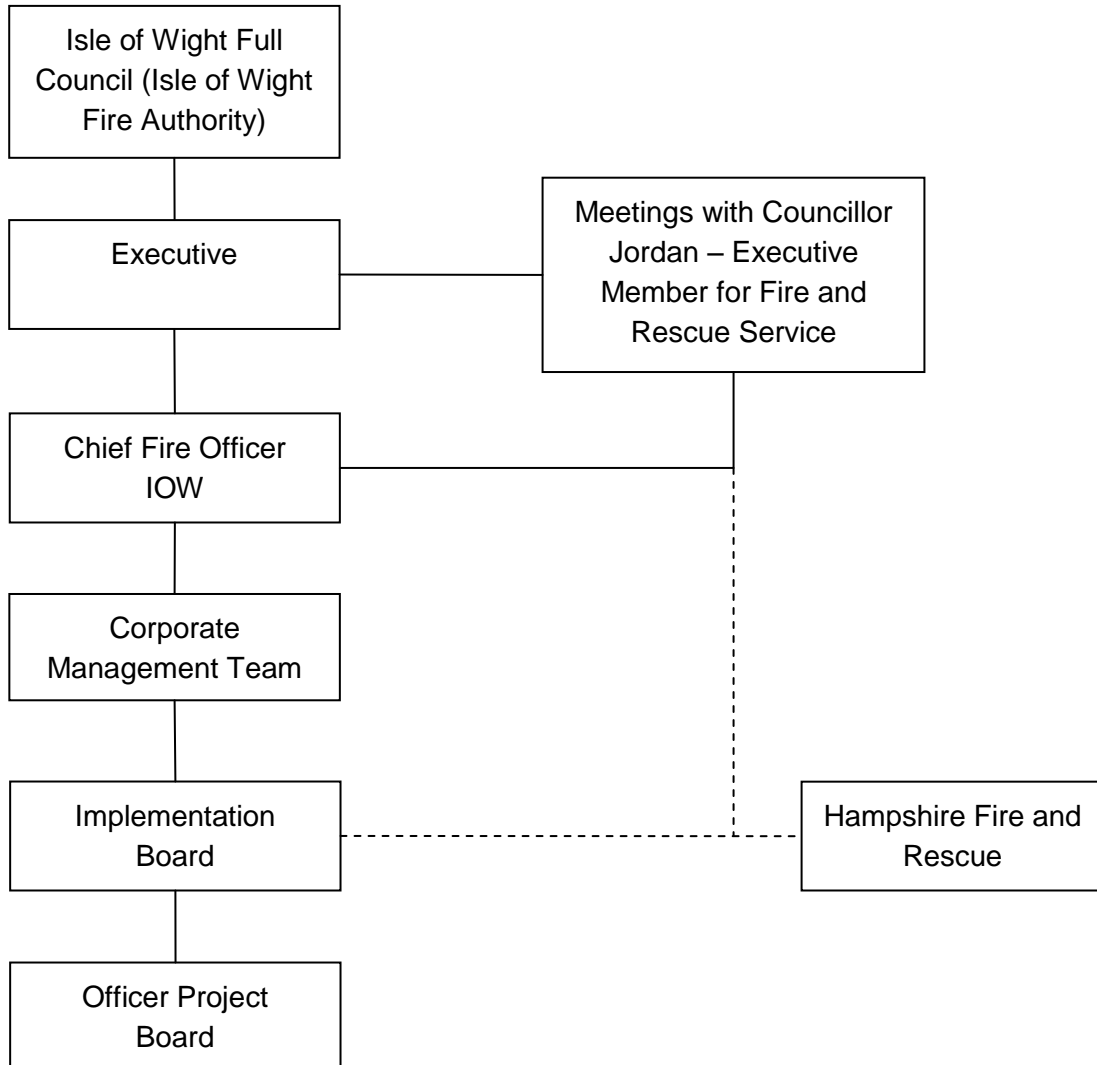
Year 4 and 5 – as per year 3

Review Arrangements

The payments and recovery model will be reviewed annually on 1st April, beginning on 1st April 2016.



Schedule 4 -Governance Structure



Meetings to be attended and the frequency of them.

The following meetings should be attended either by the CFO or a representative of the CFO

Bi Monthly Isle of Wight Council Meetings. These only require attendance when matters concerning the Fire Authority are on the agenda

6 weekly Executive Meetings. These only require attendance when matters concerning the Fire Authority are on the agenda or when Performance reports, which include the Fire Authority are considered by the Executive on a quarterly basis.



Fortnightly Informal Meetings with the Executive Member responsible for the Fire Authority – currently Councillor Jordan

Corporate Management Meetings – these meet weekly but attendance on a monthly basis is likely to be sufficient.

Meeting with the Managing Director of IWC – this is likely to be on a bi-monthly basis or such other frequency as the IWC Managing Director and CFO shall agree.

Any issues regarding attendance and frequency of the meetings referred to above shall be referred to the Implementation Board.



Schedule 5 - Staffing

Fire and Rescue Service Partnership with Isle of Wight Council

HUMAN RESOURCE GUIDANCE DOCUMENT

for the management of staff covered by the strategic partnership arrangements within the Isle of Wight Fire and Rescue Service

Version 1.5

1. Introduction

A strategic partnership has been established between the Isle of Wight Council (IWC) and Hampshire Fire and Rescue Service (HFRA) for the management of the Fire and Rescue Service on the Isle of Wight. The terms of this partnership are contained within the Partnership Agreement document. The areas within the scope of the partnership are defined in Appendix 1.

This guidance is intended to support IWC and HFRA managers in understanding the workforce implications arising from the strategic partnership and to provide practical guidance confirming how managers will be able to access HR support for IOW staffing matters, seek approval for workforce decisions, etc.

2. Staffing Implications

IWC and HFRA will remain two separate organisations, with the IWC remaining responsible for the delivery of its statutory duties. Three members of the Isle of Wight Fire and Rescue Service will transfer to HFRA in accordance with the Cabinet Office Statement of Practice: Staff Transfers in the Public Sector 2000 (COSOP) and the transfer will ensure that the staff are treated no less favourably than if TUPE was applied to the transfer. The three members of staff in question are the current CFO, Area Manager and Group Manager of IWC who will transfer to HFRA on 1 April 2015 in a TUPE-like transfer. All remaining staff will remain employees of IWC on IWC terms and conditions. Under the Strategic Partnership, however, working arrangements are such that IWC staff will ultimately report to and be managed by HFRA Senior Management Team.

HFRA will define specific line management arrangements to ensure that all staff are clear about the arrangements that apply to them.

Managers employed by HFRA and seconded to IWC or designated to manage IWC staff will continue to be employed by HFRA under HFRA terms and conditions, however, will have management powers as though they were employed by IWC. The IWC staff will be managed in accordance with IWC terms and conditions and policies and contact should be made with IWC HR Business Partners in a timely manner when any issue arises or guidance is sought and appropriate authorisations sought.



when necessary. The IWC HR Business Partner should be present at any formal meetings or hearings involving IWC staff unless agreed in advance to the contrary.

3. Information and Consultation

IWC and HFRA agree to notify representatives from their relevant recognised Trade Unions of the following information

- The fact of the transfer, the date (or proposed date) when it is to take place and the reasons for it. Where there is more than one reason for the transfer, all reasons should be provided.
- The legal, economic and social implications of the transfer for the affected employees.
- The measures which IWC envisages it will take in connection with the transfer in relation to "any affected employees" or, if no measures are to be taken, that fact.
- The measures that the HFRA envisages it will take in relation to the Transferring Employees in connection with the transfer or if no measures are to be taken, that fact.

HFRA shall, within a reasonable period of a request by the IWC provide details of any measures that HFRA envisages it will take in relation to any Transferring Employees, including any proposed changes to terms and conditions of employment. If there are no measures, HFRA will give confirmation of that fact

Where either IWC or HFRA envisage measures in relation to the affected or transferring employees, it shall trigger the need for relevant consultation with the representatives of the employees. In the event that IWC envisages measures, IWC will lead the consultation with the employee representatives and HFRA may send a representative to such meeting should they wish to do so.

In the event that HFRA envisages measures that it will take in respect of the transferring employees, consultation meetings with IWC employee representatives will be arranged by IWC and will take place on the Isle of Wight, but such meetings will be chaired by an employer representative from HFRA.

Staff Transfer

IWC and the HFRA agree that the three staff transferring to HFRA on 1 April 2015 shall constitute a TUPE-like transfer and the contracts of employment of the Transferring Employees shall transfer to HFRA.

No later than 14 days in advance of the transfer, IWC will notify HFRA of the following information in relation to the relevant transferring employees:

- (a) the identity and age of the employee;
- (b) the employee's written statement of employment particulars (as required under section 1 of the Employment Rights Act 1996);



- (c) information about any disciplinary action taken against the employee and any grievances raised by the employee, where a Code of Practice issued under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating exclusively or primarily to the resolution of disputes applied, within the previous two years;
- (d) information about any court or tribunal case, claim or action either brought by the employee against the transferor within the previous two years or where the transferor has reasonable grounds to believe that such action may be brought against HFRA arising out of the employee's employment with IWC;
- (e) information about any collective agreement that will have effect after the Effective Date or the Service Transfer Date, as the case may be, in relation to the employee.

4. Purpose of the Guidance

This HR guidance reflects the fact that those managing teams under the partnership arrangement will need to operate in accordance with the policies and procedures of the IWC as the partner organisation. It ensures clarity about contractual lines and thus support managers and staff working in this service. This guidance complements but does not replace the Human Resource Policies and Procedures of the IWC / HFRA. Nothing within this guidance will affect the terms of the formal Partnership Commitment agreement that specifies the terms of the partnership.

Guiding principles for the operation of this guidance are:

- To ensure clarity in the management arrangements for IWC Fire and Rescue Service.
- To protect the rights and duties arising from the contract of employment.
- To ensure staff within teams under the partnership agreement are treated as fairly and equitably as possible.
- To resolve any difficulties and other issues as far as is practicable at local management level.
- To develop a shared set of working standards and code of expectations.
- To ensure managers receive clear guidance and support from the IWC Human Resource Service on how to apply contractual HR procedures appropriately.

5. Stakeholder Input, Monitoring and Review

The guidance will be shared with trade union and professional association representatives of HFRA and IWC for information and to aid clarity in the arrangements. HFRA and IWC will work with representatives to address any questions or concerns that may arise for staff as the partnership arrangements move forward.

6. Recruitment and Induction

Any vacancy arising either within IW Fire & Rescue Service or HFRA will be ring fenced first to redeployment within the organisation in which the vacancy arises. It will then be advertised to IWC and HFRA in the first instance before opening it up to



national advertisement or any other appropriate recruitment process. There will be no entitlement to redeployment into the other employer.

When a vacancy arises in an IWC post the line manager will consult with the local senior officer to agree how it is proposed to manage the vacancy and the nature of the replacement post required. When proposals have been agreed, any proposed recruitment will be put forward for authorisation in accordance with the process summarised in the above paragraph.

Managers will submit requests for recruitment in the usual way to hr.advisors@iow.gov.uk by close of the day on Wednesday each week. When the post has been authorised, the IWC HR Support Team will action the request in liaison with the recruiting manager.

All staff appointed to IWC in a role within the scope of the agreement will be provided with an induction programme in accordance with the procedure of the IWC.

Standard information has been agreed for inclusion in IWC recruitment advertisements and induction materials for roles within the scope of the partnership. This information is set out at Appendix 2.

When staff are taking up roles working for the Isle of Wight Council, the line manager (of the new member of staff) will need to complete relevant IWC forms/processes in order to get them appropriate system access and an ID card, if required.

An induction checklist is available on Wightnet;
<http://wightnet.iow.gov.uk/documentlibrary/view/induction-checklist>

For HFRA staff working for the Isle of Wight Council, the 'Starter – Non employee' form should be completed.

FRS specific areas of recruitment and selection will be delivered in accordance with fire service point of entry selection. This may be conducted by either IWC or HFRA as part of this partnership agreement.

7. Authorisation for Workforce Changes

Specific authorisation processes exist for the approval of changes relating to the workforce this includes:

- Changes to contractual working hours
- Acting up (excluding acting up for operational roles for which a separate process is followed)
- Secondments
- Engagement of agency staff
- Restructuring
- Termination of employment including voluntary redundancy
- Additional payments / responsibility allowances

These authorisation processes must be followed when seeking to implement any changes to IWC roles / staffing. Copies of pro-forma to be submitted for the approval



of workforce variations are available on the IWC intranet <http://wightnet.iow.gov.uk/documentlibrary/view/vacancies-form>.

Managers should submit workforce variations by the end of the day on Wednesday each week. When the change has been authorised the IWC HR Support Team will action the request in liaison with the recruiting manager.

8. Human Resource Services

HFRA and IWC managers dealing with staffing matters within the scope of the partnership will be supported by the IWC Human Resource Service.

Recruitment, payroll and transactional services are provided by IWC. The HR support team can be contacted through email: hr.officers@iow.gov.uk; payroll can be contacted through email: Payroll.SAPGeneralEnquiries@IOW.gov.uk

Other HR services including guidance on employee relations casework (e.g. capability, disciplinary, grievance matters, etc) and service restructuring will be provided by the IWC HR Business Partner for Fire and Rescue Service who can be contacted via email: hr.advisors@iow.gov.uk

HR issues and casework for IWC Fire and Rescue Service, workforce planning / reporting and input on significant workforce change programmes / restructuring will involve input from both IWC and HFRA HR team

9. HR Management Systems

HFRA managers with direct line management responsibility for IWC staff will be able to access SAP records for their staff through the IWC SAP Managers Self Service system. Managers will be responsible for ensuring the following are actioned within SAP MSS for staff:

- Approval of annual leave (not including operational staff for whom a separate process is in place);
- Entry of sickness absence;
- Approval of travel claims;
- PDR Information.

These should be actioned in accordance with IWC policies and procedures.

10. Performance Review

All IWC staff will have a performance review carried out annually in accordance with the IWC procedures. This will be reviewed on an ongoing basis through normal supervision meetings. Key objectives will be set which support the aims of the team, the service and individual, and development needs will be identified through this process. Where IWC staff are directly line managed by HFRA the designated HFRA manager with line management will be responsible for ensuring that performance review procedures are completed.

Information regarding the IWC performance review procedure is available on the IWC Intranet pages:



http://wightnet2000.iow.gov.uk/staff/personnel_services/Human_Resources_Organisational_Development_Team/performa.asp.

11. **Grievance, Capability, Disciplinary and Harassment / Bullying**

Details of IWC employment processes and procedures are available on the IWC Intranet pages:

- Grievance: <http://wightnet.iow.gov.uk/documentlibrary/view/grievance-procedure-incl-school-based-staff>
- Capability: <http://wightnet.iow.gov.uk/documentlibrary/view/capability-procedure-incl-school-based-support-staff>
- Disciplinary: <http://wightnet.iow.gov.uk/documentlibrary/view/disciplinary-procedure-incl-school-based-staff>
- Harassment and bullying: <http://wightnet.iow.gov.uk/documentlibrary/view/protection-from-harassment-and-bullying-policy>

It is essential managers of affected services make themselves aware of the timescales under the different procedures. HR advice on application of the procedures is to be sought from the IWC HR Business Partner. This is particularly important in cases of potential gross misconduct; when there is police, fraud or safeguarding involvement; where a trade union representative is involved; or where there is an allegation of bullying or harassment made by an employee.

In the event that a HFRA employee submits a grievance about an IWC employee (or vice versa), HR managers' adherence to the contractual procedure of the aggrieved party is essential. Accordingly grievances raised by an HFRA employee will be considered under HFRA's grievance procedure and grievances raised by an IWC employee will be considered under IWC's grievance procedure. Where necessary management and HR representatives will consider cases as they arise to determine the detailed processes to be applied.

If an IWC employee raises an issue which relates to the way the partnership is being operated by HFRA then any hearing will be heard by an IWC senior manager. In all other circumstances, hearings for IWC employees can be heard by either HFRA or IWC managers. Any hearing conducted by HFRA staff will not incur additional costs by IWC as this duty will form part of the partnership arrangement.

If a case goes to Employment Tribunal or other formal hearing with an external body, HFRA staff will attend any pre-meeting or hearing upon reasonable notice being given by IWC, as part of their management duties, if appropriate. No additional costs will be incurred by IWC as a result of the requirement for attendance from HFRA employees.

12. **Sickness Management**

Any issues arising from the sickness and / or absence of an employee within IWC Fire and Rescue Service will be managed in accordance with the IWC Policies and Procedures. Managers are responsible for recording sickness absence of their direct



reports. Managers will need to be mindful of the initiation points and required action to be taken under the sickness procedures. Details of IWC absence initiation points and sickness procedures are available on the IWC Intranet pages:

Attendance Management Policy –

<http://wightnet.iow.gov.uk/documentlibrary/view/attendance-management-policy-and-procedure1>

On issues of long term sickness and short term repetitive absence, line managers will have access to advice from the IWC HR business partner. The process will be reviewed regularly by IWC under IWC Sickness, Case and Monitoring (SCAM) meetings.

13. Occupational Health and Employee Assistance Programme

IWC has contracts with external providers for occupational health services and an employee assistance programme. HFRA managers accountable for the management of IWC staff will be able to make referrals to and access guidance from the services in relation to IWC staffing matters.

Further details of these services are available on the IWC intranet:

- OH referral form:
<http://wightnet.iow.gov.uk/documentlibrary/view/occupational-health-management-referral-form>
- EAP leaflet:
http://wightnet2000.iow.gov.uk/staff/personnel_services/Human_Resources_Health_Safety_and_Welfare_Team/helpempl.asp

14. Leave

The immediate line manager, can authorise annual / special / compassionate and other forms of paid and unpaid leave for staff employed by the IWC in accordance with IWC policies and procedures. It is the immediate line manager's responsibility to ensure that this is planned according to the needs of the service. It is the line manager's responsibility to keep a record of staff leave and to ensure that this information is entered onto SAP as the IWC's business system and is appropriately authorised.

For matters of maternity, paternity and adoption leave, the team manager must seek advice from the IWC HR service (see 7 above) at the earliest opportunity.

15. Code of Conduct

The IWC employee code of conduct will apply to IWC staff:

<http://wightnet.iow.gov.uk/documentlibrary/view/employee-code-of-conduct2>.

16. Equality and Diversity

The equality and diversity policies of IWC will apply to IWC staff and IOW members of the public / service users. Any significant changes to policy, service or service re-structures will be subject to an equality impact assessment as an integral component



of the decision making process. Details of IWC equalities impact assessment requirements are available on the IWC Intranet pages:

- Equality Policy Statement and Guidance:
<http://wightnet.iow.gov.uk/documentlibrary/view/equality-policy-statement-practice-guidelines>
- Equality Impact Assessments:
<http://wightnet.iow.gov.uk/documentlibrary/view/equality-impact-assessment>.

17. **Trade Unions**

A list of relevant trade unions recognised by IWC is available as Appendix 3 to this guidance. The Isle of Wight Fire and Rescue Service negotiates, consults and provides information to FBU under the terms of the Protocol dated June 2006. The IWFRS consults and provides information to RFU under the terms of the protocol dated March 2006 and with Unison under the terms of the protocol dated May 2006. Copies of such protocols are set out at Appendix 4.

Joint FBU Management meetings will continue to operate on a two monthly basis to allow staff and managers to meet and discuss matters of direct relevance to staff employed in the IWFRS. HFRA managers will lead those meetings as separate meetings held on the Isle of Wight in relation to IWFRS matters. However, this arrangement will be under review to consider whether joint consultative meetings with HFRA may be more appropriate in the future but no changes will be implemented without prior consultation with the relevant unions. HFRA management will consult trade union and professional association representatives regarding any proposed changes to the existing arrangements



APPENDIX 1

Partnership Scope

1. **Strategic Leadership** - Hampshire Fire & Rescue Service to deliver Isle of Wight Fire & Rescue Service Chief Fire Officer and senior leadership functions at an agreed cost per year. Isle of Wight Fire & Rescue Service intends to re-model the service management structure by removing senior officer roles from its current organisational hierarchy. These roles will not be provided within Isle of Wight Fire & Rescue Service, however the accountability and responsibilities of these roles will pass to officers within Hampshire Fire & Rescue Service. As a direct outcome of the project Strategic Operational Command will also be undertaken by Hampshire Fire & Rescue Service. Political decision making and accountability processes will be required to be clearly set out and in accordance with the Isle of Wight Constitution.
2. **Partnership Development** – Changes in structure will be required to meet service needs as the various products of Delivering Differently in Partnership are delivered.
3. **Corporate Support Reorganisation** – Delivery of alternative Back Office/Corporate Support arrangements (including HR, Finance, and ICT) will be considered through Hampshire Fire & Rescue Service.
4. **Revised Incident Command Structure** - Revised Incident Command system for flexible duty officers within Isle of Wight Fire & Rescue Service supported by an enhanced Strategic Command Team provided by Hampshire Fire & Rescue Service.
5. **Fleet and Equipment** – Isle of Wight Fire & Rescue Service currently provides a Technical Support and Operations Manager. This role has responsibility for the Management of Fleet and Equipment as well as the Operational Planning role for the service. There is currently insufficient capacity to carry out both roles effectively. Capacity can be realised within Isle of Wight Fire & Rescue Service by delegating responsibility for the Fleet and Equipment Management role to Hampshire Fire & Rescue Service. In completing this project Isle of Wight Fire & Rescue Service will be able to allocate the resulting released capacity to Local Operational Planning and delivery of Operational Support Functions.
6. **Service Policy & Orders and Tactical Operational Guidance (TOG)** - Hampshire Fire & Rescue Service will deliver to Isle of Wight Fire & Rescue Service policy & procedures and maintain version control. Hampshire Fire & Rescue Service and Isle of Wight Fire & Rescue Service will harmonise operational policy and procedures. Hampshire Fire & Rescue Service will provide TOG's on behalf of Isle of Wight Fire & Rescue Service over an 18 month implementation period. Implementation of TOG's into Isle of Wight Fire & Rescue Service will be in accordance with the Collaborative Partnership and National Operational Guidance implementation process following a high level gap analysis. Hampshire Fire & Rescue Service will provide and maintain version control and updating of TOG's for Isle of Wight Fire & Rescue Service after implementation.
7. **Training and Development**– Hampshire Fire & Rescue Service will manage Isle of Wight Fire & Rescue Service training and development needs. Hampshire Fire & Rescue Service training and development provision is scalable and flexible.



8. **Training Support** – Hampshire Fire & Rescue Service will manage and administer training support. A further feasibility study will be completed in conjunction with the work on Training and Development requirements.
9. **Data and Knowledge Management** - This is an important service that Hampshire Fire & Rescue Service will assist in developing and providing for the Isle of Wight Fire & Rescue Service. Due to the links with the Network Fire Control Services Partnership a detailed technological gap analysis is to be completed. The Community Fire Risk Management Information System will be co-hosted in partnership with Hampshire Fire & Rescue Service.
10. **Network Fire Control Services Partnership Inclusion** – The potential movement of the current call handling and mobilisation centre provided by Surrey Fire and Rescue Service to the Network Fire Control Services Partnership. This partnership consists of Hampshire, Devon and Somerset, Dorset and Wiltshire Fire and Rescue Services.



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APPENDIX 2

IWC RECRUITMENT ADVERTISEMENTS AND INDUCTION MATERIALS FOR ROLES WITHIN THE SCOPE OF THE PARTNERSHIP

For job advert and job description:

Please note that this role falls within the strategic partnership between the Isle of Wight Council and Hampshire Fire and Rescue Service. The employer will be the Isle of Wight Council and employment is on Isle of Wight terms and conditions. Hampshire Fire and Rescue Service is responsible for the senior management of the Isle of Wight Fire and Rescue Service and will do so for a period of five years from 1 April 2015 with regular reviews.

For the induction document:

There is a strategic partnership between the Isle of Wight Council and Hampshire Fire and Rescue Service. Hampshire Fire and Rescue Service is responsible for the senior management of the Isle of Wight Fire and Rescue Service and will do so for a period of five years from 1 April 2015 with regular reviews.

The aims of the partnership are as follows:

- Continued effective delivery of Fire and Rescue services on the Isle of Wight.
- Reductions of the cost of provision of the Isle of Wight Fire & Rescue Service to assist the Isle of Wight Council achieve efficiency savings.
- Standards of service provision are not reduced in a way that adversely affects Isle of Wight and Hampshire residents.
- A platform is created for the future delivery of both services
- The Isle of Wight Council retains financial and political control and accountability of its Fire and Rescue Service as the Fire Authority

Your role falls within the agreed scope of this partnership agreement, however, as the Isle of Wight Council is your employer you have been appointed on Isle of Wight Council terms, conditions, policies and procedures.

Even though the Isle of Wight Council is your employer, management responsibilities may be provided by Hampshire Fire and Rescue Service and/or IWC. Responsibility for operational and day-to-day activities including direction, management instructions, performance management reviews, training, absence management etc., can be provided by HFRA managers.

The Isle of Wight Council retains responsibility for the delivery of its statutory duties and overall political and financial control of these services.

Should you have any queries regarding this arrangement please speak to your immediate line manager.



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APPENDIX 3

LIST OF RELEVANT TRADE UNIONS WITH LOCAL CONTACT DETAILS

<p>Fire Brigades Union (Southern Region – Isle of Wight) Mr Pete Mawhood, Chairman Newport Fire Station South Street Newport Isle of Wight PO3 5GW</p>	<p>Retained Firefighters Union Robin Orledge 101 Bellevue Road Cowes IOW PO31 7LE Tel: 293754 Mobile: 07770351544 rorledge@btinternet.com</p>
<p>UNISON Mr Mark Chiverton Branch Secretary County Hall Newport Isle of Wight PO30 1UD Tel: 01983 821000 ext 6417 Mobile: 07973 920749 Mary Pearson Regional Representative</p>	<p>Fire Officers Association Local contact: Brian Neat, Chairman and Secretary Group Manager Southampton Response Group Hampshire Fire & Rescue Service Redbridge Fire Station Redbridge Hill Southampton SO16 4LZ Tel: 023 8072 5253 ext: 7-53-2000 Mobile: 07918 887583 Fax: 023 8064 3178 Email: brian.neat@hantsfire.gov.uk</p>
<p>The Association of Principal Fire Officers (Number 5 District) Simon Furlong Regional Secretary Oxfordshire Fire and Rescue Service Simon.furlong@oxfordshire.gov.uk Tel. 01865 855206</p>	<p>GMB Mrs Anne Chandler – Regional Organiser 6 Gloster Court Whittle Avenue Segensworth Hants PO15 5SH Telephone Number – 01489 578665 Fax – 01489 578889 Email – anne.chandler@gmb.org.uk</p>
<p>TGWU (UNITE) Ian Woodland – Regional Industrial Organiser Transport and General Workers Union Section of Unite 6th Floor Venture Tower Fratton Road Portsmouth Hants PO1 5DL Office 02380 637373 Mobile 07770704480 Email – Ian.Woodland@unitetheunion.com</p>	

Protocol between Management of the Isle of Wight Fire and Rescue Service and the Retained Firefighters' Union

INTRODUCTION

This protocol details the way in which employee relations are to be conducted in the Isle of Wight Fire and Rescue Service (IWFRS) with regard to issues which involve members of the Retained Firefighters Union (RFU). This document is agreed by the IWFRS and the RFU as the way forward and should serve to clarify the positions with regard to both the conduct of employee relations and the nature of the process involved with its production. It should be made clear that both management and the RFU are fully committed to its success.

The document contains a number of agreed processes and procedures which will enable both managers and members of the RFU alike to progress and develop issues and initiatives. It should be borne in mind however that no policy document could cover all eventualities and that the key to many issues between the IWFRS and the RFU will be in the flexibility of approach and a commitment to the concepts which this agreement has sought to embrace.

In today's environment the IWFRS expects its managers to deal with issues fully at the appropriate levels. It is one of the fundamental tenets of this and other similar agreements that the future conduct of employee relations reflects a developed management approach and that issues are dealt with at the appropriate level. Likewise the RFU recognises a need to develop the skills and involvement of individuals in both local and Service wide issues.

This jointly agreed protocol signifies the firm intention of both management and the RFU to ensure that industrial relations within the IWFRS are managed in an orderly manner with the objective of resolving issues within the Service and that while resolution difficulties remain active every endeavour will be made to minimise disruption to normal working.

Nothing in this protocol modifies the routine management of and communication with the IWFRS.

DEFINITIONS

For the purpose of this protocol certain titles and terms have a specific meaning. **Consultation** and **Information** are specific terms that are defined below in order that all parties can achieve a clear understanding.

- > **Consultation** – For the purpose of this protocol means the exchange of information between the Brigade's management and the representative bodies prior to the decision making by the Service with the aim of ensuring that the views of IWFRS staff are understood and taken into account. The process of consultation will make staff more aware of the plans and progress of the IWFRS and offers a further opportunity for staff and on their behalf the representative bodies to contribute to the work of the Service and to enhance the quality of its decision making.

The principal objective of consultation is for management and employees and in some instance (when redundancy is proposed) with an individual employee to examine and discuss problems of concern through a genuine exchange of views and information.

Both parties should seek every opportunity to reach mutually acceptable solution although recognising that the process of consultation may fail to achieve these

The IWFRS is cognizant of Section 6 Part C of the Revised Grey Book the consultation procedure which is now recognised by the National Employers as equally applicable to the RFU

Consultation is the process of two way communication of information and views between management and employee representatives Management however does not need the agreement of the employee representatives for implementation However both parties will seek every opportunity to reach a mutually acceptable solution whilst recognising that the process of consultation may fail to achieve this

- **Information** – The IWFRS recognises that for the RFU to participate constructively and effectively and in fulfilling their role in working together with management it needs access to relevant information The IWFRS will seek to meet this requirement and when doing so would not damage the interest of the organisation breach confidentiality or statutory provisions (data protection)

PURPOSE

To set out the jointly agreed arrangements between the IWFRS and the recognised representative body namely the RFU

The commitment to develop the effectiveness of consultation/information processes within the IWFRS is based on the belief that the maximum involvement of all staff and their representatives in the work of the Service will

Improve the effectiveness and efficiency and therefore promote Best Value

Contribute to the job satisfaction of staff and therefore to morale within the Service

Promote partnership between the Brigade management and the representative body at all times

The philosophy behind this agreement rests on four principles

That management has a responsibility to manage the affairs of the IWFRS

That the RFU works together with Brigade management to continue to promote an efficient and effective Fire and Rescue Service by informing and consulting

That the RFU has a responsibility to promote their members interest

That the individual within the IWFRS has obligations to the employer to the Trade Union and to fellow employees

SCOPE

- **Consultation** – The IWFRS commits itself to providing consultation on such matters as
 - Health Safety and Welfare
 - Integrated Risk Management Plan

Improvement Planning

Management Arrangements

Procurement

Equalities

NOTE

Under *normal* circumstances consultation **will not** be entered into on individual cases of discipline grievance efficiency or promotion which are confidential to the particular member of staff concerned *without prior permission being granted by that member*

- **Information** – The IWFRS commits itself to involving and informing the RFU on such matters as

Operational Policies Procedures and Equipment

Fire Safety Policy and Procedures

Learning and Development

Efficiency/Best Value Reviews

Matters relating to disputes and grievance procedures are dealt with by separate policies

RESPONSIBILITIES

All managers and staff have a duty to promote good employee relations

As described under Purpose above responsibility for dealing with issues should be carried out at the agreed level Neither the Brigade management nor the RFU officials will deal with issues that can be resolved elsewhere in the organisation

- The Head of Service Delivery has day to day responsibility for the conduct of employee relations (includes the delegation of Chairs to Standing Committees)

All managers within the IWFRS have a responsibility for ensuring that the relevant representative bodies and staff are appropriately consulted and informed on projects developments and other issues for which they are responsible and that these consultations are formally recorded for future reference

The representative bodies are responsible for playing an active and positive role in the consultation and information process and for ensuring that the views and concerns of their members are appropriately reflected

Both parties will nominate a Joint Secretary the Joint Secretary will be the principal point of contact between the two parties

The Joint Secretaries will agree the most appropriate procedure for resolving matters that arise

The RFU shall notify the Brigade Joint Secretary of their nominated officials and their role

PROCEDURES

- **Resolving conflict** – This protocol does not prejudice the standing or integrity of extant policy/procedures relating to grievance or disputes. However both parties will seek to adopt as best practice such principles as

Problems raised whenever possible will be resolved at the appropriate level in the organisation

This protocol recognises that exceptionally some issues may arise because of a local problem which has Service wide implications. On these rare occasions the issue will be passed to the Joint Secretaries

The outcomes of any disagreement will be made known to those that are affected by it

The dispute procedure shall only be adopted when all other means of resolving conflict has failed

- **Station level** There will be no formal meeting structure at station level. Consultation and discussion should take place on a regular basis between the Local Representative and the Station Commander in order to effect good communication between personnel and management in an effort to resolve any arising issues at the point at which they occur

Station union representatives shall have access to the Station Commander at all reasonable times

In those cases where a failure to agree results the Local Representative may then refer to the Joint Secretaries

It is important that the matters be resolved before the Joint Secretary level wherever possible since both Joint Secretaries cannot be by the nature of their work accessible at all times

- **Joint Secretaries** If the matter essentially must go to the Joint Secretaries then they will agree the most appropriate means of resolving matters that arise and may include one or more of the following options

The matter will be progressed by a direct and immediate referral to the most appropriate officer or manager

The Joint Secretaries will deal with the matter

The matter will be tabled for discussion at the Management/RFU Meeting

The matter will be tabled for discussion with the Brigade Manager as a final stage before going to the Fire Authority

The IWFRS and the RFU agree to ensure that all avenues are explored within the Service before externalising (this applies to consultation and information issues)

An exception may be necessary if the IWFRS is forced to act by urgent operational demands, pressing financial concerns or an external directive requesting immediate implementation. Although none of this would preclude a need for information prior to the introduction of any change

- **Process** The IWFRS and representative bodies have established the following process to be adopted

In order to enable relations between the IWFRS and representative bodies to achieve maximum benefit for both parties it is essential that the exchange of information takes place at a time when the view of the representative bodies and staff can have maximum influence on decision making This will usually be before proposals are finalised for approval by Strategic Management Team (SMT)

In order to achieve this those managers with responsibility for Project Management should seek to include appropriate representative body input to project working groups Alternatively where the scale of the project development does not justify this or the representative bodies are unable to provide direct representation the manager responsible for the project or development will link with the relevant representative body/bodies as early as practical This is in order to provide information and obtain the views of the representative bodies and staff members with a stake in the issue

The consultation process should be formally shared and recorded for future reference This could take the form of exchange of correspondence electronic mail or a note of a meeting

Where appropriate and in particular where the representative bodies have raised objections or concerns in the consultation process regarding a report the outcome of the consultation process should be included in the report to SMT (or to the Fire Authority)

Where consultation has been undertaken and is documented there is no requirement to undertake further consultation unless there is an employment law requirement to do so Any resulting policy documents (in the form of Service Policies or Operational Training Notes) will be forwarded to the representative body for information at the time of publication of the document by the IWFRS If for any reason consultation has not been undertaken and documented early in the process a 14 day consultation period will be provided for the representative bodies prior to publication

Note This period of 14 days can be extended to the agreement of both parties

As a safety net and to ensure the representative bodies are kept up to date copies of all policy documents will be forwarded to them by the IWFRS for information at the time of publication

Normal correspondence between the IWFRS and RFU will be acknowledged within 5 days and answered within 21 days

- **Establishing Policy Changes** Wherever possible the Service undertakes to give at least 14 days notice to the RFU of any intended major policy changes

A 14 day consultation process is agreed However this is subject to both Joint Secretaries confirming that a response is forthcoming at the end of 14 days

COMMITTEES/MEETINGS

Internal communications are the mainstay of good employee relations and are the backbone of all our activities However there is need to constitute formal committees and meetings to formalise major issues and Service policy matters

- **Committees** The IWFRS and the representative bodies have established the following standing committees in order to facilitate good employee relations through consultation

Health Safety and Welfare

Equalities

Community Fire Safety Consultative

Quality Services Group

ICT Project Board

The committees have formal constitutions or Terms of Reference and meet not more than on a quarterly basis. They represent formal vehicles for consultation on **major** policy issues arising from the Fire Authority or the SMT. They also provide a regular opportunity for representative bodies staff and managers to raise issues of concern regarding policy.

- Any matters raised at these committees are managerially processed issues and will not constitute formal agreements unless processed under the established policy changes.

The RFU will be invited to provide a representative on each standing committee.

- **Working Parties**

Where appropriate the RFU will be invited participants on working parties/groups.

- **Meetings**

- 1) **Joint Secretaries Meetings**

- 2) **Brigade Management and RFU Management Meeting**

The Brigade Manager who is the nominated Chairperson and the Head of Service Delivery (Management Joint Secretary) will deal with most matters to resolve policy issues. The RFU will nominate their Brigade Chairman and Brigade Secretary (RFU Joint Secretary) to formally process the relevant matters. Deputies may attend in place of agreed officers with prior notification. The formal meeting is for consultation and is held on a two monthly basis.


There may be occasions when other officers and RFU officials need to attend the Brigade and RFU management meetings to deal with specific issues. Where this is necessary it will be agreed by the Joint Secretaries prior to any Management Group meeting. Their attendance will be solely for the duration of their specific issue.

Should the RFU seek to meet the Brigade Manager to discuss an **important and urgent** matter this request will not normally be refused.


- 3) **Conduct of Formal Meetings** The formal meetings will observe the following principles

- Agenda items and relevant papers to be sent to the PA to the Head of Service Delivery 10 days before a meeting
- The agenda will be agreed 7 days in advance by the Joint Secretaries

- Business which is of an urgent nature may be included at the meeting
- Notes will be recorded and agreed
- Copies of the notes will be circulated within the IWFRS

Signed 
for Paul Street Brigade Manager

Date 8th MARCH 2006

Signed  K CORR
Mr D Corr Chairman RFU

Date 8th MARCH 2006

Protocol between Management of the Isle of Wight Fire and Rescue Service and the Fire Brigade's Union

INTRODUCTION

This protocol details the way in which employee relations are to be conducted in the Isle of Wight Fire and Rescue Service (IWFRS) with regard to issues which involve members of the Fire Brigade's Union (FBU). This document is agreed by the IWFRS and the FBU as the way forward and should serve to clarify the positions with regard to both the conduct of employee relations and the nature of the process involved with its production. It should be made clear that both management and the FBU are fully committed to its success.

The document contains a number of agreed processes and procedures which will enable both managers and members of the FBU alike to progress and develop issues and initiatives. It should be borne in mind however that no policy document could cover all eventualities and that the key to many issues between the IWFRS and the FBU will be in the flexibility of approach and a commitment to the concepts which this agreement has sought to embrace.

In today's environment the IWFRS expects its managers to deal with issues fully at the appropriate levels. It is one of the fundamental tenets of this and other similar agreements that the future conduct of employee relations reflects a developed management approach and that issues are dealt with at the appropriate level. Likewise the FBU recognises a need to develop the skills and involvement of individuals in both local and Service wide issues.

This jointly agreed protocol signifies the firm intention of both management and the FBU to ensure that industrial relations within the IWFRS are managed in an orderly manner with the objective of resolving issues within the Service and that while resolution difficulties remain active every endeavour will be made to minimise disruption to normal working.

Nothing in this protocol modifies the routine management of and communication with the IWFRS.

DEFINITIONS

Arrangements for collective bargaining have been formalised by the National Joint Council (NJC) on which employer and employee representatives both sit.

The proceedings are relatively formal and agreements reached are for general application to all the employers and employees on whose behalf the negotiation has been conducted. For the Fire Service the outcomes from collective bargaining by the NJC are published in the current edition of the Scheme of Conditions of Service – (Grey Book).

For the purpose of this protocol certain titles and terms have a specific meaning. **Negotiation**, **Consultation** and **Information** are specific terms that are defined below in order that all parties can achieve a clear understanding.

- **Negotiation** – Is the process of reaching agreement between management and the representative body on matters which the employer has a responsibility to make the subject of mutual agreement before implementation of any changes take place.

- Negotiation is the process to which trade unions have certain rights in relation to or connected with matters such as a result of national agreement where there is provided scope for local determination
 - Negotiations are seen as a leading to agreements
 - Negotiation is where two or more parties are seeking an agreed outcome Negotiations between management and the FBU will focus on collective agreements principally regarding Conditions of Service
- **Consultation** – For the purpose of this protocol means the exchange of information between the Service's management and the representative bodies prior to the decision making by the Service with the aim of ensuring that the views of IWFRS staff are understood and taken into account The process of consultation will make staff more aware of the plans and progress of the IWFRS and offers a further opportunity for staff and on their behalf the representative bodies to contribute to the work of the Service and to enhance the quality of its decision making
- The principal objective of consultation is for management and employees and in some instance (when redundancy is proposed) with an individual employee to examine and discuss problems of concern through a genuine exchange of views and information Both parties should seek every opportunity to reach mutually acceptable solution although recognising that the process of consultation may fail to achieve these
 - The IWFRS is cognizant of Section 6 Part C of the Revised Grey Book the consultation procedure which is now recognised by the National Employers and shall be used for consultation between the Fire and Rescue Authority and trade unions on all matters that do not require a collective agreement
 - Consultation is the process of two way communication of information and views between management and employee representatives Management however does not need the agreement of the employee representatives for implementation
- **Information** – The IWFRS recognises that for the FBU to participate constructively and effectively and in fulfilling their role in working together with management it needs access to relevant information The IWFRS will seek to meet this requirement and when doing so would not damage the interest of the organisation breach confidentiality or statutory provisions (data protection)

PURPOSE

To set out the jointly agreed arrangements between the IWFRS and the recognised representative body namely the FBU

The commitment to develop the effectiveness of negotiation/consultation/information processes within the IWFRS is based on the belief that the maximum involvement of all staff and their representatives in the work of the Service will

- Improve the effectiveness and efficiency and therefore promote Best Value
- Contribute to the job satisfaction of staff and therefore to morale within the Service
- Promote partnership between management and the representative body at all times

The philosophy behind this agreement rests on four principles

- That management has a responsibility to manage the affairs of the IWFRS
- That the FBU works together with management to continue to promote an efficient and effective Fire and Rescue Service by informing and consulting and negotiating
- That the FBU has a responsibility to promote their members interest
- That the individual within the IWFRS has obligations to the employer to the Trade Union and to fellow employees

SCOPE

➤ **Negotiation** – The IWFRS recognises the statutory right of the FBU to be involved in negotiation on such matters as

- Statutory rights of union members and officials
- Conditions of service
- Facilities for FBU officials
- Machinery for negotiation and consultation procedures

➤ **Consultation** – The IWFRS commits itself to providing consultation on such matters as

- Health Safety and Welfare
- Integrated Risk Management Plan
- Improvement Planning
- Management Arrangements
- Procurement
- Equalities

NOTE

Under *normal* circumstances consultation will not be entered into on individual cases of discipline grievance efficiency or promotion which are confidential to the particular member of staff concerned *without prior permission being granted by that member*

➤ **Information** – The IWFRS commits itself to involving and informing the FBU on such matters as

- Operational Policies Procedures and Equipment
- Fire/Community Safety Policy and Procedures
- Learning and Development
- Efficiency/Best Value Reviews

Matters relating to disputes and grievance procedures are dealt with by separate policies

RESPONSIBILITIES

All managers and staff have a duty to promote good employee relations

As described under Introduction above responsibility for dealing with issues should be carried out at the appropriate level. Neither management nor the FBU officials will deal with issues that can be resolved elsewhere in the organisation

The Head of Service Delivery has day to day responsibility for the conduct of employee relations (includes the delegation of Chairs to Standing Committees)

All managers within the WFRS have a responsibility for ensuring that the relevant representative bodies and staff are appropriately consulted and informed on projects developments and other issues for which they are responsible and that these consultations are formally recorded for future reference

The representative bodies are responsible for playing an active and positive role in the consultation and information process and for ensuring that the views and concerns of their members are appropriately reflected

Both parties will nominate a Joint Secretary the Joint Secretary will be the principal point of contact between the two parties

- The Joint Secretaries will agree the most appropriate procedure for resolving matters that arise

The FBU shall notify the Brigade Joint Secretary of their nominated officials and their role

PROCEDURES

➤ **Resolving conflict** – This protocol does not prejudice the standing or integrity of extant policy/procedures relating to grievance or disputes. However both parties will seek to adopt as best practice such principles as

- Problems raised whenever possible will be resolved at the appropriate level in the organisation
- This protocol recognises that exceptionally some issues may arise because of a local problem which has Service wide implications. On these rare occasions the issue will be passed to the Joint Secretaries
- The outcomes of any disagreement will be made known to those that are affected by it
- The dispute procedure shall only be adopted when all other means of resolving conflict has failed

➤ **Workplace level** There will be no formal meeting structure at workplace level. Consultation and discussion should take place on a regular basis between the local representative and the manager in control of the workplace in order to effect good communication between personnel and management in an effort to resolve any arising issues at the point at which they occur

- Station union representatives shall have access to the Station Manager at all reasonable times

- In those cases where a failure to agree results the Local Representative may then refer to the Joint Secretaries
- It is important that the matters be resolved before the Joint Secretary level wherever possible since both Joint Secretaries cannot be by the nature of their work accessible at all times
- **Joint Secretaries** If the matter essentially must go to the Joint Secretaries then they will agree the most appropriate means of resolving matters that arise and may include one or more of the following options
 - The matter will be progressed by a direct and immediate referral to the most appropriate officer or manager
 - The Joint Secretaries will deal with the matter
 - The matter will be tabled for discussion at the Management/FBU Meeting
 - The matter will be tabled for discussion with the Brigade Manager as a final stage before going to the Fire Authority
 - The IWFRS and the FBU agree to ensure that all avenues are explored within the Service before externalising (this applies to negotiation consultation and information issues)
 - An exception may be necessary if the IWFRS is forced to act by urgent operational demands pressing financial concerns or an external directive requesting immediate implementation Although none of this would preclude a need for information prior to the introduction of any change
- **Process** The IWFRS and representative bodies have established the following process to be adopted
 - In order to enable relations between the IWFRS and representative bodies to achieve maximum benefit for both parties it is essential that the exchange of information takes place at a time when the view of the representative bodies and staff can have maximum influence on decision making This will usually be before proposals are finalised for approval by Strategic Management Team (SMT)
 - In order to achieve this those managers with responsibility for Project Management should seek to include appropriate representative body input to project working groups Alternatively where the scale of the project development does not justify this or the representative bodies are unable to provide direct representation the manager responsible for the project or development will link with the relevant representative body/bodies as early as practical This is in order to provide information and obtain the views of the representative bodies and staff members with a stake in the issue
 - The consultation process should be formally shared and recorded for future reference This could take the form of exchange of correspondence electronic mail or a note of a meeting
 - Where appropriate and in particular where the representative bodies have raised objections or concerns in the consultation process regarding a report the outcome of the consultation process should be included in the report to SMT (or to the Fire Authority)

- Where consultation has been undertaken and is documented there is no requirement to undertake further consultation unless there is an employment law requirement to do so. Any resulting policy documents (in the form of Service Policies or Operational Training Notes) will be forwarded to the representative body for information at the time of publication of the document by the IWFRS. If for any reason consultation has not been undertaken and documented early in the process a 14 day consultation period will be provided for the representative bodies prior to publication.
 - **Note** This period of 14 days can be extended to the agreement of both parties
 - As a safety net and to ensure the representative bodies are kept up to date copies of all policy documents will be forwarded to them by the IWFRS for information at the time of publication
 - Normal correspondence between the IWFRS and FBU will be acknowledged within 5 days and answered within 21 days
- **Formal Agreements:** Matters dealt with formally which will be recorded in minutes will not have the status of a formal agreement
- Formal agreements such as protocols will be published as a stand alone document and signed by the Brigade Manager and the FBU Brigade Chairman
 - Such documents will record the agreed policy which exists between the Brigades management and the representative body and will be subject to a review date
- **Establishing Policy Changes** Wherever possible the Service undertakes to give at least 14 days notice to the FBU of any intended major policy changes
- A 14 day consultation process is agreed. However this is subject to both Joint Secretaries confirming that a response is forthcoming at the end of 14 days

COMMITTEES/MEETINGS

Internal communications are the mainstay of good employee relations and are the backbone of all our activities. However there is need to constitute formal committees and meetings to formalise major issues and Service policy matters

- **Committees** The IWFRS and the representative bodies have established the following standing committees in order to facilitate good employee relations through consultation
- Health Safety and Welfare
 - Equalities
 - Community Fire Safety Consultative
 - Quality Services Group
 - ICT Project Board

The committees have formal constitutions or Terms of Reference and meet not more than on a quarterly basis. They represent formal vehicles for consultation on major policy issues arising from the Fire Authority or the SMT. They also provide a regular opportunity for representative bodies staff and managers to raise issues of concern regarding policy

Any matters raised at these committees are managerially processed issues and will not constitute formal agreements unless processed under the established policy changes

The FBU will be invited to provide a representative on each standing committee

➤ **Working Parties**

Where appropriate the FBU will be invited participants on working parties/groups

➤ **Meetings**

1) **Joint Secretaries Meetings**

2) **Brigade Management and FBU Management Meeting**

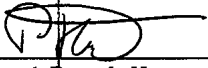
The Brigade Manager who is the nominated Chairperson and the Head of Service Delivery (Management Joint Secretary) will deal with most matters to resolve policy issues. The FBU will nominate their Brigade Chairman and Brigade Secretary (FBU Joint Secretary) to formally process the relevant matters. Deputies may attend in place of agreed officers with prior notification. The formal meeting is for consultation and is held on a two monthly basis.

There may be occasions when other officers and FBU officials need to attend the Brigade and FBU management meetings to deal with specific issues. Where this is necessary it will be agreed by the Joint Secretaries prior to any Management Group meeting. Their attendance will be solely for the duration of their specific issue.


Should the FBU seek to meet the Brigade Manager to discuss an **important and urgent** matter this request will not normally be refused.

3) **Conduct of Formal Meetings** The formal meetings will observe the following principles

- Agenda items and relevant papers to be sent to the PA to the Brigade Manager 10 days before a meeting
- The agenda will be agreed 7 days in advance by the Joint Secretaries
- Business which is of an urgent nature may be included at the meeting
- Minutes will be recorded and agreed
- Copies of the minutes will be circulated within the IWFRS

Signed 
Paul Street Brigade Manager

Date 1/6/06

Signed 
Mr M Deacon, Chairman FBU

Date 1-6-06



Schedule 6 - Information Data Sharing Agreement

The Model Agreement below will be completed by the parties as the project proceeds when Data is to be shared.

Information Sharing Agreement

between

(Name of organisation)

And

(Name of organisation)

Table of Contents

1. Version Control
2. Owner/Contact Details (who manages the agreement)
3. Introduction
4. Legal Basis of this Agreement
5. Information to be Shared
6. Sharing Criteria
7. Security System and Risk Management
8. Consent
9. Requests for Information
10. Specific Sharing Constraints
11. Information Risk Ownership
12. Breach and Escalation Rules
13. Complaints
14. Data Quality
15. Retention and Disposal
16. Audit and Review Date
17. Closure or Termination of this Agreement
18. Parties and Signatures



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1. Version control.				
Protocol Version	Agreement Version	Date	Author	Comment
1.0				
2. Owner/Contact Details (who manages the agreement)				
<p>Name: Position /Role: Organisation:</p> <p>Telephone: Standard Email: Secure E-mail Mail:</p>				
3. Introduction				
4. Legal basis of this agreement				
<p>Fair Processing Information</p>				
5. Information to be shared				

6. Sharing Criteria

7. Security System and Risk Management

8. Consent

9. Requests for Information

10. Specific Sharing Constraints

This agreement must operate within the constraints of the purposes listed within this document in order for the lawful sharing of the information to exist. The information shared will not be used for any other purpose other than for the purposes specified.

11. Information Risk Ownership

Each service must appoint a Designated Point of Contact

For the Trust this role will be the Information Asset Owner/Administrator (IAO/IAA) for the relevant department.

For the (name of organisation) this role will be: Answer required

The function of these roles will be to assume responsibility for data protection, security and confidentiality and compliance with all relevant legislation. Specific responsibilities are as follows but not limited to:

- Ensuring that all sections of this agreement are adhered to.
- Ensuring that all designated officers and other staff are fully aware of their responsibilities.
- Ensuring the agreement is accurate, up to date and adequate for the purpose for which it is intended.

The Answer required Manager (or equivalent) will provide governance advice and guidance where appropriate particularly in the review of this agreement and with regard to any potential information governance related incidents.

12. Breach and Escalation Rules

13. Complaints

Each partner organisation is responsible for any complaints or appeals process.

The appropriate IAO/IAA (or equivalent) for each agency must be notified immediately of any of the above.

For the NHS, all complaints must be acknowledged in writing and dealt with under the NHS Complaints procedure.

14. Data Quality

15. Retention and Disposal

16. Audit and Review Date



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17. Closure or Termination of this Agreement

Any breach of this agreement must be reported and investigated in line with each partner organisation's incident reporting and management policy and any relevant legislation.

This agreement may be terminated at any time by any partner to this agreement if there is a breach of confidentiality, e.g. where information provided under the terms of this agreement is used for purposes other than set out in this agreement or information is passed to a third party other than with the agreement of the agreement owner.

IAO/IAAs (or equivalent) must exercise caution when processing information specified within this agreement and whether their decision will stand up to scrutiny at a later stage. This should not, however, be a barrier to the disclosure of information in appropriate circumstances, but will necessitate maintaining records of disclosure and the justification.

18: Parties & Signatures

_____		_____
Name	(Position)	Date
(Organisation name)		

_____		_____
Name	(Position)	Date
(Organisation name)		



Schedule 7 - Isle of Wight Act

Overview of the Isle of Wight Act – Assemblies

The Isle of Wight County Council Act 1971 (the Act) was introduced in part as a consequence of the adverse impact upon residents and the environment of large scale assemblies, most notably the Isle of Wight Festivals. The Act has subsequently been modified by amending Isle of Wight Acts in 1980, 1986 and 1990. The IW Acts contain a number of provisions, some of which have subsequently been revoked by national legislation, what remains is unique to the Isle of Wight.

Under the section 5 of the Act any person intending to hold an assembly shall give the Isle of Wight Council not less than 4 months' notice of his intention to do so. The Council then has a short period within which to serve a counter-notice specifying any reasonable conditions it sees fit to apply.

Ultimately, if the council are reasonably of the opinion that requirements imposed on the Fire Service and/or Police are such that the assembly will exceed the available resources of the Services, the council may serve a counter-notice prohibiting the assembly from being held.

The main requirements under the act relate to the consultation once a notification is received. A response from consultees (including the Fire Service) within 10 working days detailing conditions required on a counter notice and detail of any costs associated with any additional work/services required as a result of the event. Thereafter the associated work is picked up through the Safety Advisory Group.

The Isle of Wight Safety Advisory Group

- Attendance at the annual SAG meeting to review and risk assess the proposed events for the year.
- Attend safety advisory groups as and when required to provide advice and agree fire safety and fire provision at certain events identified by the risk assessment process above. Normally Isle of Wight Festival, Bestival, Cowes week and Osborne House.
- On request of the Local Authority to provide written approval for event safety and operational plans as and when required.

The Safety Advisory Group is chaired by Licensing and the core membership consists of representatives from:

- Licensing;
- Hampshire Constabulary;
- Isle of Wight Fire and Rescue Service;
- Isle of Wight NHS;
- Environmental Health;



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- Building Control;
- Emergency Management; and
- Highways Authority.

The requirements imposed by the Act are in addition to any other statutory regulation that applies to the event, in particular the Licensing Act 2003.

Set out below are the relevant sections of the Isle of Wight Act 1971 (as amended by the 1990 Act in relation to Assemblies) and the Isle of Wight Act 1980 relating to Fire Precautions.

Isle of Wight Act 1990 c. iv

Schedule 1 SECTION 5 AS AMENDED BY THIS ACT

5.— Control of large assemblies in the open.

- (1) A person shall not hold an assembly to which this section applies and the occupier of any land shall not permit that land to be used as the site of such an assembly or, if the land is adjacent to the proposed site of such an assembly, permit it to be used for purposes of that assembly, unless he has given to the Council the requisite notice that the assembly is to be held or, as the case may be, that the land is to be so used with the information mentioned in subsection (3) of this section.
- (1A) Subject to subsection (1B) of this section, the requisite notice for the purpose of subsection (1) of this section is a notice given not less than four months before the holding of the assembly.
- (1B) The Council may, in any case in which they think fit to do so, accept a notice given less than four months before the holding of the assembly as valid for the purpose of subsection
- (1) of this section, and they shall be deemed to have done so if, but only if—
- (a) in response thereto they give notice under subsection (2), (5) or (5A) of this section; or
 - (b) within one month of the receipt thereof they notify the person who gave it that they accept it as a valid notice.
- (2) Within one month of the receipt of any such notice or of the information under subsection (4) of this section or in default of the receipt of such information within the period specified in subsection (4) of this section the Council may, after consultation with such local authorities and such statutory or other authorities as the Council think fit, serve a notice on the person giving such notice or information, or, as the case may be, the person required under subsection (4) of this section to give such information, requiring him to comply with such reasonable terms or conditions as they think fit with respect to water supply and securing sanitary conditions, public order and public safety

and for the prevention of actionable nuisance: Provided that no term or condition relating to public order shall be imposed without the consent of the Chief Constable of the police authority.

- (2A) Without prejudice to the generality of subsection (2) of this section, a notice under that subsection may require the person on whom it is served to arrange to provide on site such number of public telephones as the Council may reasonably specify for the use of those attending the assembly.
- (3) Any notice given under subsection (1) of this section shall state the purpose and the proposed date of commencement and duration of the assembly, the limits of the site to be occupied and the maximum number of persons which the person giving the notice expects to attend the assembly and the person giving the notice shall pay to the Council such amount in respect of any extra expense which may be incurred by any authority by reason of the assembly as the Council may reasonably require.
- (4) If the Council have reason to believe that any assembly to be held in the county will be an assembly to which this section applies but no notice has been given to them thereof under subsection (1) of this section, by the person intending to hold the same or by the occupier, as the case may be, they may as soon as reasonably practicable after the intention to hold the same has come to their knowledge serve on the person intending to hold the assembly and on the occupier of any land on which it appears the assembly is to be held a notice requiring that person to give to the Council the information required by subsection (3) of this section which information shall be supplied by the person on whom the notice is served within seven days after the service of such notice and to pay to the Council the amount required under that subsection.
- (5) If the site stated in a notice given in pursuance of subsection (1) of this section or information given in pursuance of subsection (4) of this section, or, in default of such information, the site that the Council have reason to believe to be the intended site shall in the reasonable opinion of the Council be too small or by reason of its situation or condition be unsuitable for the purpose of the proposed assembly or for the number expected to attend they may, within one month after the receipt of a notice under subsection (1) of this section or of the information under subsection (4) thereof, or, as the case may be, within one month after the expiry of the seven days referred to in subsection (4) of this section, serve a notice to that effect setting out in the case of unsuitability the grounds on which it is in the opinion of the Council unsuitable and stating (in either case) that unless the notice served by the Council under this subsection is withdrawn by them the assembly in question shall not be held.
- (5A) If in the case of an assembly which is the subject of a notice given under subsection (1) or subsection (4) of this section the Council are reasonably of the opinion that the requirements likely to be imposed on the fire or police authorities by that assembly will exceed the available resources of either of those authorities, they may within the appropriate period specified in subsection (5) of this section serve a notice to that effect setting out the extent to which they consider those resources will be exceeded and stating that unless the notice served by the Council under this subsection is withdrawn by them the assembly in question shall not be held.



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- (6) If the number of persons who attend the assembly exceeds the maximum number stated in the notice or information, or, in the case where there has been a default as mentioned in subsection (2) of this section, the number estimated by the Council, the person giving the notice or information or required to give the information shall pay to the Council such additional amount in respect of the extra expense incurred by any authority by reason of the assembly as the Council may reasonably require.
- (7) A person giving notice under subsection (1) of this section or giving or required to give information under subsection (4) thereof shall deposit with the Council by way of security the amount required by the Council under subsections (3) and (4) of this section and shall also give to the Council a bond of reasonable amount with a sufficient surety to be approved by the Council for the payment of the amount which that person may be liable to pay to the Council in accordance with the provisions of subsection (6) of this section.
- (8) Any person aggrieved by the service of a notice under subsection (5) or (5A) of this section or any terms or conditions required by the Council under this section including any payments or bonds for payment under this section may within fourteen days after the service of any notice by the Council appeal to the Crown Court and on such appeal the court may by order confirm, vary or set aside any such term, condition or requirement or may impose any term, condition or requirement which the Council would have been entitled to impose by virtue of this section and may quash any such notice under subsection (5) or (5A) and the Council shall give effect to such order accordingly and such order shall be final.
- (8A) Where a term or condition has been required by the Council under this section or imposed under subsection (8) of this section, and it appears to the Council that the term or condition will not be complied with, the Council may notify in writing the person required by this section to comply with the term or condition that they propose to exercise the power under this subsection whereupon the Council shall themselves execute such works or take such action as may be reasonably necessary to comply with the term or condition and may recover the expenses reasonably incurred by them in so doing from the person required by this section to comply with the term or condition.
- (9) (a) A person who holds an assembly to which this section applies without giving notice as required by subsection (1) of this section or information as required by subsection (4) thereof or after the service on him of a notice under subsection (5) or (5A) thereof which has not been withdrawn by the Council or quashed under subsection (8) thereof shall be guilty of an offence.
- (b) The occupier of land who permits that land to be used as mentioned in subsection (1) of this section without giving notice as required by subsection (1) of this section or information as required by subsection (4) thereof or after the service on him of a notice under subsection (5) or (5A) thereof which has not been withdrawn by the Council or quashed under subsection (8) thereof shall be guilty of an offence.

- (c) Any person concerned in the management of an assembly to which this section applies or the occupier of land permitting that land to be used as mentioned in subsection (1) of this section who contravenes any term, condition or requirement imposed under this section, or who knew, or had reasonable cause to suspect, that such a term, condition, or requirement was being contravened by some other person shall be guilty of an offence:

Provided that—

- (i) in proceedings for an offence under this subsection it shall be a defence for the accused to prove that he has used all due diligence to ensure compliance with the term, condition or requirement concerned; and
- (ii) a person shall not be guilty of an offence in respect of the contravention of a term or condition with which the Council have complied under subsection (8A) of this section.
- (d) A person who commits an offence under this section shall be liable on summary conviction to a fine not exceeding level S on the standard scale and the court convicting him may by the conviction adjudge him to pay to the Council such amount in respect of the extra expense incurred by the authorities by reason of the holding of the assembly or breach of the term or condition as the court may determine.
- (e) Section 41 of the Administration of Justice Act 1970 (recovery of costs and compensation awarded by magistrates, assizes, quarter sessions, etc.) shall have effect as if the following paragraph were contained in Part I of Schedule 9 to that Act:— “Where under section 5 of the Isle of Wight County Council Act 1971 a court adjudges a person to pay a sum of money in respect of extra expenses incurred by reason of the holding of an assembly or breach of a term or condition imposed under that section.”.
- (10) The Council may pay to any authority the whole or such part or parts of any sums received by them under subsections (3), (4), (6), (8) and (9) of this section as they may think fit.
- (11) An assembly to which this section applies is an assembly in the county in the open air at which there are reasonable grounds for believing that there are more than 5,000 people present at any time not being an assembly held—
- (i) by and under the supervision of members of an organisation as respects which a certificate of exemption granted under section 269 (6) of the Public Health Act 1936 is in force; or
- (ii) by the Salvation Army.
- (11A) In proceedings for an offence under this section against a person who is the occupier of any land and who permits that land to be used as the site of an assembly to which this section applies or to be used for the purposes of that assembly, it shall be a defence for him to show that he did not have



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reasonable grounds for believing that there would be more than 5,000 people present at any time.

- (12) (a) In this section “*authority*” means the Council, a local authority, the police authority, the river and water authority, or any other body discharging functions in the county in pursuance of statutory powers.
- (b) For the purposes of this section a person who holds an assembly includes any person who—
- (i) on his own behalf or by his agent gives notice to the Council under subsection (1) of this section or information under subsection (4) of this section; or
 - (ii) permits land occupied by him to be used as the site of an assembly; or
 - (iii) charges admission to the site of the assembly; or
 - (iv) is entitled, as a person promoting the assembly, or as the agent, licensee or assignee of a person promoting the assembly, to the television, broadcasting, filming or recording rights of the assembly or of any performance given in the course of it; or
 - (v) is entitled as aforesaid to payment for goods sold or services rendered to persons attending the assembly or for the granting of rights to other persons to sell goods or services to persons attending the assembly.

RELEVANT SECTIONS OF THE ISLE OF WIGHT ACT 1980

Access for fire brigade

- 32 (1) Except as provided in subsection (2) below, where plans for the erection or extension of a building are deposited with a district council in accordance with buildings regulations, the district council shall reject the plans unless after consultation with the fire authority they are satisfied that the plans show –
- (a) that there will be adequate means of access for the fire brigade to the building or, as the case may be, to the building as extended; and
 - (b) that the building or, as the case may be, the extension of the building will not render inadequate existing means of access for the fire brigade to a neighbouring building.
- (2) No requirement concerning means of access to a building or to a neighbouring building shall be made under this section in the case of a building to be erected or extended in pursuance of a planning permission granted upon an application made under the Act of 1971



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unless notice of the provisions of this section is endorsed on or accompanies the planning permission.

- (3) Section 64(2) and section 65(2) to (5) of the Act of 1936 (notice of rejection or passing of plans and enforcement of requirements) shall apply as if this section were a section of the Act of 1936.
- (4) Any person aggrieved by the action of the district council in rejecting plans under this section may appeal to a magistrates' court.
- (5) In this section references to the adequacy or inadequacy of means of access for the fire brigade shall be construed as references to a means of access adequate or, as the case may be, inadequate for use for fire-fighting purposes by members of one or more fire brigades and their appliances.

(note – this section has effectively been replaced by the requirements under the Building Regulations as this section provides not additional powers – however the section remains in force).

Part VIII

Storage of flammable material

- 34 (1) For the purposes of this Part –
- (a) the height of a stack is the distance from the highest part to the mean level of the ground on which it stands;
 - (b) two or more stacks shall be treated as one stack if –
 - (i) the space between them does not allow free passage between them or is at any point less than 1 metre wide; or
 - (ii) they are both within an area not exceeding 235 square metres whose longest dimension does not exceed 20 metres.
- (2) For the purposes of this Part access for the fire brigade is inadequate unless–
- (a) it is obstructed; and
 - (b) it is 4 metres wide and 4 metres high except at any gateway where the width may be reduced to 3 metres.

Stacks to which Part VII applies

- 35 (1) This Part applies to a stack which is not enclosed by any building which has been constructed in accordance with building regulations if–



- (a) it consists of, or contains mainly, any one or more of the materials specified in subsection (2) below; and
 - (b) it exceeds any of the measurements for stacks of those materials specified in subsection (3) below.
- (2) The materials referred to in subsection (1)(a) above are –
- (a) paper or cardboard;
 - (b) plastics;
 - (c) rags;
 - (d) rubber, whether natural or synthetic, including rubber tyres; and
 - (e) wood, whether or not cut into planks, boards, billets, logs or firewood or joined so as to form boards, crates, pallets, casks or barrels.
- (3) the measurements referred to in subsection (1)(b) above are –
- (a) for stacks of any materials, if any of the conditions specified in subsection (4) below are not fulfilled –
 - (i) 3 metres in height;
 - (ii) 50 cubic metres in capacity;
 - (b) for stacks of any materials not being a stack specified in paragraph (c) or (d) below, if the conditions specified in subsection (4) below are fulfilled –
 - (i) 5 metres in height;
 - (ii) 450 cubic metres in capacity;
 - (iii) 20 metres in any horizontal dimension;
 - (iv) 235 square metres in any horizontal section;
 - (c) for stacks consisting wholly of paper, cardboard or rags, if the conditions specified in subsection (4) below are fulfilled –
 - (i) 5 metres in height;
 - (ii) 750 cubic metres in capacity;
 - (iii) 20 metres in any horizontal dimension;
 - (iv) 235 square metres in any horizontal section;



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- (d) for stacks consisting wholly of wood, if the conditions specified in subsection (4) below are fulfilled –
- (i) 10 metres in height;
 - (ii) 1,370 cubic metres in capacity;
 - (iii) 20 metres in any horizontal dimension;
 - (iv) 235 square metres in any horizontal section.
- (4) The conditions referred to in subsection (3)(b) to (d) above are –
- (a) there is no other stack to which this Part applies within 4 metres;
 - (b) there is an unobstructed access at least 4 metres wide round three of the sides of the stack or, if it is not rectangular, round three-quarters, measured continuously, of its perimeter;
 - (c) no street is within 5 metres;
 - (d) none of the following is on the same premises and within 6 metres, namely –
 - (i) a furnace or incinerator;
 - (ii) a building;
 - (iii) any compressed flammable gas including liquid gas and gas dissolved in liquid under pressure;
 - (iv) a substance having a flash-point lower than 66 degrees Celsius when tested by any standard method.
- (5) A stack is not one to which this Part applies if –
- (a) being a stack of a temporary nature in connection with works of construction, alteration, maintenance, repair or renewal of a railway line of the British Railways Board, it is alongside a railway line on premises occupied by that board for the purposes of their undertaking and is not on a site habitually used for the stacking or storage of any of the materials specified in subsection (2) above; or
 - (b) it forms the load or part of the load of a railway wagon or of a mechanically propelled vehicle or of a trailer drawn or to be drawn by such a vehicle or is in a container to be carried on such a wagon, vehicle or trailer; or
 - (c) it forms the cargo or part of the cargo of a vessel or, being in any area of a port, dock or quay which is for the time being held or used for the transit of cargoes, has been unloaded



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from, or is intended to be loaded on, a vessel at that port, dock or quay or, where an intention to load it has been abandoned, is of a temporary nature pending its removal from that area of the port, dock or quay; or

- (d) it is enclosed by any building owned, occupied or administered by statutory dock undertakers for purposes of or in connection with their undertaking.

Unlawful stacks

36 (1) Subject to subsection (2) of section 40 (Transitional provisions for Part VII) of this Act, as from the appointed day in the county it is unlawful for a stack to which this Part applies to be on any premises in the county without the consent of the county council or in breach of any condition subject to which such consent is given.

(2) A person making application to the county council for a consent under this section shall provide such information for that purpose (including information about the materials to be stacked, the premises and the undertaking, trade or business conducted on the premises) as the county council may, without 28 days from the date on which the application is made, reasonably require.

(3) Where an application has been made to the county council for their consent under this section and the county council have failed, within 8 weeks, or such longer period as the applicant may allow, after the application was made to give notice to the applicant that they give or refuse their consent, or give it subject to conditions, the county council shall be deemed to have given their consent without conditions except any that have been accepted in the application.

(4) Where the county council have given a consent under this section to the stacking of materials on any premises –

(a) they may –

(i) at the request of the owner of the materials or of the occupier of the premises; or

(ii) on a change of the occupier of the premises;

or

(iii) on a change of circumstances which in their opinion creates or, as the case may be, increases the fire risks;

give notice to the owner of the materials or the occupier of the premises imposing conditions under this section, or adding to or varying any condition already imposed under this section; and



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SERVICE



- (b) they may at any time by notice to the owner of the materials or the occupier of the premises relax any conditions imposed under this section.
- (5) The conditions which may be imposed under this section on a consent to the stacking of materials on any premises shall be such as, having regard to the reasonable requirements of the undertaking, trade or business conducted on the premises, appear to the county council to be reasonably necessary to prevent the outbreak of fire, to reduce the damage that fire will cause if it breaks out and to facilitate fire fighting, including the provision of water for fire-fighting purposes;

Provided that where, on an application for consent under this section to the stacking of materials the county council are satisfied that by reason of those materials the stack does not create fire risks, the county council shall give their consent unconditionally.



EXECUTED as a DEED

**The COMMON SEAL of
HAMPSHIRE FIRE AND RESCUE AUTHORITY**

was hereto affixed in the presence of:

Authorised Signatory

Endorsed by Chairman of Hampshire Fire and Rescue Authority

EXECUTED as a DEED

by the affixing of the **COMMON SEAL of
ISLE OF WIGHT COUNCIL**

in the presence of:

Authorised Signatory

Endorsed by Executive Member for Public Protection and PFI for Isle of Wight Council
