

DATED

2015

**DEVON AND SOMERSET FIRE AND RESCUE AUTHORITY**

and

**DORSET AND WILTSHIRE FIRE AND RESCUE AUTHORITY**

and

**HAMPSHIRE FIRE AND RESCUE AUTHORITY**

**SUPPLEMENTAL AGREEMENT**

relating to

**The Networked Fire Control Services Partnership (NFCSP)**

LEGAL SERVICES

HAMPSHIRE COUNTY COUNCIL

DRAFT 4

## **CONTENTS**

---

### **CLAUSE**

1. Definitions and Interpretation
2. Commencement and Duration
3. Powers
4. Purpose
5. Appointment of Inspectors
6. Training and Procedures
7. Status of Appointed Inspectors
8. Application of terms of Partnership Agreement
9. Termination
10. Exclusion of Third Party Rights

*Draft for Information Only*

**THIS PARTNERSHIP AGREEMENT** is dated [DATE]

## **PARTIES**

- (1) **DEVON AND SOMERSET FIRE AND RESCUE AUTHORITY** of The Knowle, Clyst St George, Exeter, EX3 0NW (**Devon and Somerset**);
- (2) **DORSET AND WILTSHIRE FIRE AND RESCUE AUTHORITY** [*Awaiting confirmation of address by shadow fire authority*] (**Dorset and Wiltshire**)<sup>1</sup>; and
- (3) **HAMPSHIRE FIRE AND RESCUE AUTHORITY** of Leigh Road, Eastleigh, SO50 9SJ (**Hampshire**).

## **BACKGROUND**

- (A) The Partnership Members are fire and rescue authorities for the purposes of the Fire and Rescue Services Act 2004 and have joined together to form the Networked Fire Control Services Partnership (**NFCSP**) for the purposes set out in the Partnership Agreement. The NFCSP's vision statement and concept of operations are set out in the Partnership Agreement.
- (B) The purpose of the Partnership Agreement was to establish and effect provisions for the procurement, implementation, performance and funding of the Project and to clarify the Partnership Members' responsibilities thereto.
- (C) One of the intentions of the Partnership Members set out in the Partnership Agreement is to enable each Partnership Member to provide full mobilising capability for the other Partnership Members. The Partnership Members have agreed to the principle of a Partnership Member providing assistance to another Partnership Member within whose area an incident has occurred.
- (D) The Partnership Members have agreed that the provision of assistance to one another referred to in recital C above shall include assistance in relation to the exercise by a Partnership Member of its obligations of enforcement under the Regulatory Reform (Fire Safety) Order 2005 (The **Order**) and to enable this assistance to be provided the Partnership Members have agreed to enter into this Supplemental Agreement to provide for each of the Partnership Members to be empowered to arrange for the discharge of its functions in exercise of

---

<sup>1</sup> Drafting note: Devon and Wiltshire are combining from the 1st April 2016. They have a shadow fire authority, but the registered address is not yet determined.

its obligations of enforcement under The Order by the other Partnership Members.

- (E) [*Recital detailing Dorset Fire Authority combining with Wiltshire and Swindon Fire Authority to be inserted*]

## **AGREED TERMS**

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Supplemental Agreement unless the context otherwise requires the following expressions have the following meanings:

“Appointed Inspectors” shall have the meaning set out in clause 5.1

“Appointing Member” shall have the meaning set out in clause 5.1

“Inspectors” shall have the meaning given to the expression “inspector” in The Order

“Partnership Agreement” means an agreement made the 6<sup>th</sup> of November 2012 between the parties hereto

“Partnership Members” means collectively Devon and Somerset, Dorset and Wiltshire and Hampshire and “Partnership Member” means any one of the Partnership Members

“Resource Member” shall have the meaning set out in clause 5.1

“Supplemental Agreement” means this supplemental agreement between the Partnership Members comprising these terms and conditions

“The Order” means the Regulatory Reform (Fire Safety) Order 2005.

- 1.2 Unless the context otherwise requires, all words and phrases defined in the Partnership Agreement shall have the same meaning in this deed.

- 1.3 In this Supplemental Agreement unless the context otherwise requires:

1.3.1 Clause headings shall not affect the interpretation of this Supplemental Agreement;

- 1.3.2 Words in one gender include any other gender and words in singular include the plural and vice versa and any reference to a person includes a reference to a company, authority, board, department or other body;
- 1.3.3 Unless otherwise expressly stated, all references to a clause mean a clause of this Supplemental Agreement;
- 1.3.4 Any reference to a statute or sections(s) of a statute include any amendment, modification or re-enactment of such statute for the time being in force and all instruments, orders, notices, regulations, directions, guidance, codes of practice, bye-laws, permissions and plans for the time being made issued or given under or deriving validity from the same;
- 1.3.5 Any obligation on a party to do any act matter or thing includes an obligation to procure that it be done and any obligation on a party not to do or omit to do any act matter or thing includes an obligation not to permit or suffer such act matter or thing to be done or omitted to be done by any person under its control.

## 2. **COMMENCEMENT AND DURATION**

This Supplemental Agreement shall come into effect on the date stated at the beginning of it and shall continue to be in force until the expiry or termination of the Partnership Agreement.

## 3. **POWERS**

This Supplemental Agreement is being entered into by the Partnership Members in exercise of their powers under Section 101 of the Local Government Act 1972 and all other enabling powers.

## 4. **PURPOSE**

- 4.1 This Supplemental Agreement has been entered into by the Partnership Members to establish and effect provisions to provide for each of the Partnership Members to have arrangements in place for the discharge of its functions in exercise of its obligations of enforcement under The Order by the other Partnership Members.

## 5. **APPOINTMENT OF INSPECTORS**

- 5.1 Each Partnership Member (**Appointing Member**) shall extend the authority delegated to its Chief Fire Officer to appoint Inspectors and empower Inspectors to enforce The Order to include authority to appoint as Inspectors (**Appointed Inspectors**) individuals employed

as Inspectors by each of the other Partnership Members (**Resource Member**) and empower the Appointed Inspectors to enforce The Order.

5.2 Each Resource Member agrees to each Appointing Member appointing its Inspectors as provided in clause 5.1 and confirms that:

5.2.1 the contracts of employment of its Inspectors permit such appointment and its Inspectors shall be required to undertake the duties of an Inspector when appointed by an Appointing Member;

5.2.2 its Inspectors possess the required qualifications, skill, knowledge, experience and competency to undertake the duties of Inspectors and the exercise by them of enforcement and inspection under The Order is not in breach of any law;

5.2.3 its Inspectors have received sufficient training and instruction with regard to all relevant policies, rules, procedures and standards in relation to undertaking the duties of Inspectors; and

5.2.4 its Inspectors shall only undertake duties in enforcing The Order within an Appointing Member's area if tasked by a Partnership Member to deal with specific premises.

## **6. TRAINING AND PROCEDURES**

6.1 The Partnership Members shall review the training and instruction given by each Partnership Member to its Inspectors and the procedures of each Partnership Member in relation to the enforcement of The Order and where appropriate the Partnership Members will seek to align the training and instruction they provide.

## **7. STATUS OF APPOINTED INSPECTORS**

7.1 The Appointed Inspectors shall remain in the employment of the Resource Member who shall remain responsible for payment of the Appointed Inspectors salaries, employers' national insurance contributions, PAYE, employer's pensions contribution and all other sums payable by their employer. All matters of grievance and discipline will be referred to the Resource Member by the Appointing Member and will be dealt with in accordance with the employment terms for the Appointed Inspectors.

- 7.2 Whilst performing functions for the Appointing Member, the Appointed Inspectors shall be subject to the policies and procedures of the Resource Member.

## **8. APPLICATION OF TERMS OF PARTNERSHIP AGREEMENT**

- 8.1 Except for any express provision in this Supplemental Agreement to the contrary the terms of the Partnership Agreement shall apply to this Supplemental Agreement where the context so permits.

## **9. TERMINATION OF PARTNERSHIP MEMBER'S INTERESTS**

- 9.1 Where a Partnership Member's interest in the Partnership Agreement is withdrawn or terminated in accordance with clauses 12.1 or 12.4 of the Partnership Agreement its interest in this Supplemental Agreement will automatically terminate with effect from the date upon which such withdrawal or termination of its interest in the Partnership Agreement takes effect.

- 9.2 Where a Partnership Member's interest in this Supplemental Agreement terminates as provided in clause 9.1 the relationship between the remaining Partnership Members shall not be affected and this Supplemental Agreement shall continue in force until the expiration or termination of the Partnership Agreement.

## **10. EXCLUSION OF THIRD PARTIES' RIGHTS**

A person who is not a party to this Supplemental Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Supplemental Agreement.

## **11. COUNTERPARTS**

This Supplemental Agreement may be executed in any number of counterparts by the Partnership Members on different counterparts. Each counterpart shall constitute an original of this Supplemental Agreement but all the counterparts shall together constitute one and the same agreement.

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

*[Execution blocks for each of the parties to be inserted]*