Appendix 1

DATED 200[ ]

BRITISH TRANSPORT POLICE AUTHORITY

- and –

[NAME OF CUSTOMER]

DRAFT / STANDARD FORM POLICE SERVICES AGREEMENT

An agreement relating to the provision of police services

Draft 26 February 2008

THIS AGREEMENT ("this Agreement") is made on the day of 200[ ]

BETWEEN:-

(1) BRITISH TRANSPORT POLICE AUTHORITY of The Forum, 74-80 Camden Street, London NW1 0EG (fax number 020 7383 2655) ("the Authority") and

(2) [NAME OF CUSTOMER] of [Address] (fax number: to be inserted) (company number: to be inserted) ("the Customer")

RECITALS:

1 The Authority is a body corporate pursuant to section 18 Railways and Transport Safety Act 2003 ("the 2003 Act").

2 Section 20(1) of the 2003 Act provides the Authority shall secure the maintenance of an efficient and effective police force to be known as the British Transport Police Force ("the Police Force") to police the railways.

3 Section 20(2) of the 2003 Act provides the Authority shall defray the expenses of the Police Force. This Agreement relates to matters including payment of part of those expenses by the Customer.

4 Section 33(1) of the 2003 Act provides that the Authority may enter into an agreement, to be known as a police services agreement, with any person, known as a customer, which provides for matters including for the Police Force to police a railway or railway property in connection with which a customer provides railway services.

5 Section 33(2) of the 2003 Act provides the Authority may not enter into a police services agreement unless a draft is approved in writing by the Secretary of State.

6 The form of this Agreement, which is a police services agreement, has been approved in writing by the Secretary of State pursuant to section 33(2) of the 2003 Act.

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the definitions set out within it including those listed below apply

“Annual Charge” means the amount due from the Customer to the Authority for the First Year and any other Year being a proportion of the Total Cost calculated by the Authority by such method as it decides from time to time shall achieve the objectives laid down in section 33(4) and (5) of the 2003 Act.

“Area” means a part of the total area within which the Police Force has jurisdiction, as designated from time to time by the Chief Constable.

“Area Commander” means a senior police officer who is appointed from time to time by the Chief Constable to lead the operational policing within an Area.

“ATOC” means the Association of Train Operating Companies.

“Chief Constable” means the person appointed from time to time as Chief Constable of the Police Force pursuant to section 21(1) of the 2003 Act.

“Core Police Services” means those services undertaken by the Police Force to maintain law and order and include services undertaken in relation to safety, anti-terrorism, the prevention and detection of crime, the keeping of the peace, the bringing of offenders to justice and the rendering of support to the victims of crime and include other services as may be referred to from time to time as Core Police Services in the current plan for policing the railways issued before the beginning of each Financial Year pursuant to section 52(1) of the 2003 Act.

“Effective Date” means the date inserted at (a) or if no date is inserted there the date which is the latest of (b) or (c)

(a) date:

(b) the date on which the Customer is granted a licence pursuant to section 8 of the Railways Act 1993 (the 1993 Act) or an European licence pursuant to the Railway (Licensing of Railway Undertakings) Regulations 2005

(c) the date on which the Customer first provides services under such a licence

“Enhanced Services” means those services undertaken by the Police Force in addition to Core Police Services. Any Enhanced Services to be supplied to the

Customer will be the subject of a separate police services agreement between the Authority and the Customer.

"Financial Year" and "Year" means a period of 12 months commencing on 1 April and ending on 31 March.

"First Year" means the period from the Effective Date to the 31 March immediately following the Effective Date.

"railway" and "railway property" and "railway services" mean as stated in section 75 of the 2003 Act.

"Tasking Meeting" means a meeting attended by an Area Commander (or another member of the Police Force) and a representative of the Customer at which there shall be a substantive dialogue about the deployment of resources of the Police Force and the Customer in the Area Commander's Area or part of the Area including any part that may from time to time be referred to as a neighbourhood.

"Total Cost" means the total cost for a Financial Year of defraying the expenses of the Authority including those incurred in providing the Core Police Services and excluding only any sums invoiced as due to the Authority referable to the Financial Year for the provision to any customer of Enhanced Services.

"VAT" means value added tax charged under the Value Added Tax Act 1994.

1.2 Headings are to be ignored for the purposes of construction.

1.3 The word "including" shall be construed as meaning "including without limitation" and the word "includes" shall be construed as meaning "includes without limitation".

1.4 Any reference to any directive or statute includes reference to it as may be amended or consolidated or re-enacted from time to time and to any byelaw statutory instrument subordinate legislation order notice or regulation deriving validity from it.

1.5 Unless the context requires otherwise the singular includes the pleural and the pleural includes the singular.

2 DURATION AND TERMINATION

This Agreement shall commence on the Effective Date. It may be terminated by the Authority at any time giving to the Customer at least twelve months' notice in writing of termination to expire on 31 March, which shall be effective only if by the date of expiry of the notice the Customer, if it is required by law to enter into a police services agreement, has been offered by the Authority a new police services agreement in a form approved in writing by the Secretary of State pursuant to section 33(2) of the 2003 Act. It may be terminated by the Customer at any time giving to the Authority at least twelve months' notice in writing of termination to expire on 31 March, which shall be effective only if at the date of expiry of the notice the Customer is not required by law to enter into a police services agreement.

3 JURISDICTION OF THE POLICE FORCE

The jurisdiction of the Police Force includes jurisdiction pursuant to section 31 of the 2003 Act and any other thing including any directive statute statutory instrument order notice or regulation.

4 OBLIGATIONS OF THE AUTHORITY AND LIMIT OF THIS AGREEMENT

4.1 The Authority shall aim to ensure the efficient and effective provision of the Core Police Services.

4.2 The Authority shall act in a reasonable and timely way and in good faith in respect of its rights and obligations under this Agreement.

4.3 This Agreement does not relate to Enhanced Services.

5 LIAISON AND CONSULTATION

5.1 The Authority and the Customer will take all reasonable steps to work together in accordance with any framework from time to time agreed between the Authority and ATOC. Where such agreement requires action by a representative of the Customer including action such as attendance at a

meeting, that representative shall be a person of appropriate seniority. In working together within any agreed framework, the Authority, the Police Force and the Customer will ensure that effective arrangements are in place to consult with other stakeholders (including passenger groups) in order to include their views in the consideration of policing priorities and partnership working.

5.2 Where Tasking Meetings are held, they shall take place regularly, and they will be convened (or established to take place on a regular basis) by an Area Commander (or another member of the Police Force) at times and locations convenient to the Area Commander (or another member of the Police Force) and the Customer. The purpose of each Tasking Meeting shall be to assist the Area Commander and other members of the Police Force to make and implement decisions including decisions about local priorities and deployment of resources of the Police Force and to assist the Customer to make and implement decisions about local priorities and deployment of resources of the Customer in the period until the next Tasking Meeting.

5.3 Pursuant to section 52 of the 2003 Act before the beginning of each Financial Year the Authority shall issue a plan setting out the proposed arrangements for policing the railways during that Year ("the plan for a Year"). Before issuing the plan for a Year the Authority shall consult with the Customer and with ATOC on the issues of the budget of the Authority for the Year and any objective pursuant to section 50(1) of the 2003 Act and any performance target pursuant to section 52(3)(c) of the 2003 Act. The Authority shall in making the arrangements for the consultation act in a way which includes accordance with any relevant guidance issued by the Secretary of State pursuant to section 62(4)(a) of the 2003 Act and any arrangement from time to time agreed between the Authority and ATOC.

5.4 For the avoidance of doubt nothing in this clause 5 affects :-

(a) the responsibility for decisions in relation to operational matters resting solely with the Police Force (including the Chief Constable)

(b) the responsibility for decisions in relation to the budget for the Police Force being discharged by the Authority.

(c) the Authority's duty to obtain the opinions about the policing of the railways from various groups set out in section 62 (1) of the 2003 Act, including in particular passengers and their representative groups.

6 PAYMENT AND OTHER OBLIGATIONS OF THE CUSTOMER

6.1 The Authority shall send to the Customer by or within 28 days of the Effective Date notice of the Annual Charge for the First Year. The Authority shall send to the Customer for each Year by the first day of the Year (so by the first day of April) notice of the Annual Charge for the Year.

6.2 The Authority shall send to the Customer on or about the first day of each four week accounting period of the Authority an invoice for a proportionate part of the Annual Charge plus VAT.

6.3 During the First Year the Customer shall pay to the Authority the Annual Charge plus VAT. The first payment shall be for the proportion of the Annual Charge plus VAT referable to the period from the Effective Date to the end of the four week accounting period of the Authority in which the Effective Date falls. The remainder of the Annual Charge plus VAT for the First Year shall be paid by equal four weekly payments.

6.4 During a Year the Customer shall pay to the Authority the Annual Charge plus VAT. The Annual Charge plus VAT for the Year shall be paid by thirteen equal four weekly payments.

6.5 If there is any shortfall or overcharge in any sum invoiced by the Authority that may be corrected by an appropriate addition or reduction to any subsequent four weekly invoice issued by the Authority or by a separate invoice issued by the Authority.

6.6 The Customer shall pay to the Authority any sum invoiced within 28 days of the date of the invoice. Each payment due from the Customer shall be made in full and on time and the Customer has no right to make any deduction from or set off against what is due from it to the Authority. No dispute as to whether the correct sum has been invoiced shall give any right to the Customer to defer or withhold payment of all or any part of any sum invoiced.

6.7 In the event of late payment interest shall accrue due from the Customer to the Authority at a rate of four percentage points above the base rate of the Bank of England from time to time calculated on a daily basis without compounding from and including the due date to and including the date of payment in cleared funds.

6.8 The Customer shall supply to the Authority within 28 days of receipt of a written request from the Authority such information in the possession custody or power of the Customer as the Authority may reasonably require to assist it to calculate the Annual Charge.

6.9 The Customer shall at all times as may be required by the Police Force in relation to the exercise of the jurisdiction of the Police Force allow without the need for any notice and without delay or hindrance any member or employee of the Police Force access to and egress from any railway or any railway property premises land building other structure rolling stock or other equipment which is owned or used by or leased or hired to or under the management possession power custody direction or control of the Customer or any company which is a member of the same group of companies as the Customer.

6.10 The Customer shall, if so required by notice from the Authority, within 14 days of being so required, set up a standing order to ensure payments due from the Customer to the Authority are made direct from a bank account of the Customer to the British Transport Police Fund.

7 DUTIES OF THE CHIEF CONSTABLE AND THE AUTHORITY

Nothing in this Agreement affects any of the duties and obligations and powers of the Chief Constable including the overriding obligation of responsibility for the direction and control of the Police Force and any other duties and obligations and powers under the Police Act 1996 and the 2003 Act. Nothing in this Agreement affects any of the duties and obligations and powers of the Authority including any duties and obligations and powers under the 2003 Act.

8 GOVERNING LAW AND SETTLEMENT OF DISPUTES

8.1 This Agreement is governed by and shall be construed in accordance with the laws of England and Wales.

8.2 Subject only to the right given to the Authority by clause 8.3 any dispute within section 35(1) of the 2003 Act including any dispute as to whether the correct sum has been invoiced by the Authority shall be referred to arbitration pursuant to the procedure provided by section 35 of the 2003 Act.

8.3 In the event of any non-payment by the Customer the Authority may pursue collection by any means, including by issue of proceedings claiming recovery of the debt.

9 MISCELLANEOUS

9.1 This Agreement sets out the entire agreement between the Authority and the Customer, subject only to any other agreement between the Authority and the Customer relating to Enhanced Services.

9.2 This Agreement supersedes any previous police services agreement between the Authority and the Customer and any such previous agreement not already terminated is terminated at the Effective Date without prejudice to any rights which have already accrued to either party under any such previous agreement.

10 NOTICES

10.1 Any notice to be given under this Agreement shall be in writing and shall be delivered by hand or sent by prepaid first class post or by fax transmission and shall be addressed to the Authority or the Customer at the address or fax number stated for the Authority or Customer in this Agreement or another business address or fax number of the Authority or Customer as may be notified to the other party in writing from time to time.

10.2 Any notice under this Agreement shall be effective when deemed received. A notice delivered by hand shall be delivered on a working day and shall be deemed received at the time of delivery, a notice sent by prepaid first class post

shall be deemed received on the second working day after the date of posting and a notice sent by fax shall be deemed received on the working day following the date of transmission.

Signed as a deed by BRITISH TRANSPORT POLICE AUTHORITY whose seal was affixed in the presence of:-	Sign:……. An authorised officer. Print name:
Signed as a deed by [insert name of the Customer]	Sign:……. [director/secretary] Print name:
	Sign:……. [director] Print name:

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