Reasons for having new PSA

What has changed?

This section will outline all the significant changes that have been made in the new PSA.

Recitals

- In the old PSA, paragraph one, where it refers to Section 20 of the 2003 Act, this has now been split into two separate paragraphs and reference has been made to which sub-sections of section 20 are applicable. This recital now reflects the fact that the Authority is responsible for two distinct activities; securing the maintenance of the Force and defraying its costs.
- Section 33(1) of the 2003 Act has been inserted to show that any company wishing to provide railway services may enter into a PSA with the British Transport Police (BTP) by law.
- Under s.33 (2) of the 2003 Act, the Secretary of State approves each agreement in writing. This is so the Customer knows it has been approved and has been kept inline with legislation.

Definitions and interpretation

- Many of the "old" definitions have been deleted and "new" definitions have been inserted to help define the agreement in a simpler way.
- The definition of the annual charge ties the calculation with any charging model that the Authority uses.
- **"Effective Date"** – This has changed slightly by giving new provisions that if a date is not given then the effective date will automatically be the date the customer is granted a licence or the date which the customer first provides a service under such a licence. This is to give the customer clarity of when the effective date commences.
- There is a distinction between core policing services and enhanced services. All policing activity is undertaken in accordance with powers conferred upon the Authority and the Chief Constable. Core services are those which are delivered to fulfil the policing plan; the resources do this by remaining flexible and under the Chief Constable's control. Enhanced services, whilst also relying on the same statutory powers, are in addition to the services which are core, will be the subject of a separate agreement, are paid for separately by the PSA holder and the resource will only be used to deliver the specific requirements.
- All definitions have quoted the necessary legislation where possible.

Duration and termination

- The duration and termination clause will be reduced from 4 years to 12 months. The provision for 4 years stemmed from when the agreements were first entered into and relates to the initial arrangements over charging. The change has been made because 12 months will be sufficient time to redeploy officers. Also, because the TOC's always have to have a PSA by law; if the contract is terminated then the company that takes over the franchise will sign a new PSA along with the funding requirements, which will mean that redeployments will not arise.
- The clause also provides that if the Authority terminates the company's PSA then we must offer them another one to sign, ensuring that the company always has an agreement with the Authority.

Jurisdiction of the Police Force

- Still the same as before but now reflects section 31 of the 2003 Act together with provisions for the Anti-Terrorism Crime and Security Act 2001 and anything else that may come into force. This is to keep it inline with any legislation that could affect the Force.

Obligations of the Authority and limit of this Agreement

- This has now been put in more concise terms to try and identify what is and what is not included.
- This section makes it clear that the Authority shall provide core services and that the Agreement does not relate to enhanced services. The reason for needing more clarity is because a separate agreement is needed for enhanced services. The officers employed for enhanced services are an identified resource and will only be used for the purposes of the enhanced service (e.g. a specific neighbourhood policing team). "Enhanced Services" can be contracted for separately by any PSA holder.

Liaison and Consultation

- Provisions for Tasking meetings have now been incorporated into the new agreement. Where these take place, the purpose will be to enable the Area Commander to work with the Customer to agree decisions on local priorities and deployment of resources. This was based on the "Working Together" Framework and Protocol. This places some responsibility on the PSA holder to engage with the Force over liaison and working together, and at an appropriate level within the Company.
- Section 52 of the 2003 Act is reflected whereby at the beginning of each financial year the Authority shall issue a plan for that year setting out proposed arrangements. Before it is issued, the Authority shall consult with the Customer and ATOC on budgetary issues pursuant to s.50 (1) and s.52

(3) of the 2003 Act. Consultation arrangements should be pursuant to s.62 (4) (a) of the 2003 Act, reflecting the Authority's responsibility to consult more widely than PSA holders (e.g. passengers).

Payment and other obligations of the Customer

- The wording has changed slightly to give clarity.
- The VAT section has now been deleted as it has been incorporated into this section of the PSA as it is relative to the payment.
- The majority of this section has continued to stay the same; however, there have been a few new insertions;
  1. A new provision that the Customer shall pay the Authority any sum invoiced within 28 days of the date of invoice. It has to be in full and on time.
  2. Clause 6.7 gives provisions that in the event that the payment is late the Customer will incur a charge. This makes it clear that interest would be payable for failure to pay on time.
  3. Provisions that if the Authority wishes to request information which will assist them in setting the Customer's annual charge then the Customer has to comply within 28 days of that request. This is for the benefit of the Customer and the Authority, so the Authority can reach an accurate charge. The current charging model uses data, inter alia, from operators. Having access to this data could ultimately prevent a dispute because the Customer is aware that the Authority needs to have the best available data.

Duties of the Chief Constable and the Authority

- Provides that nothing in the Agreement affects the Chief Constable's powers under the Police Act 1996 and any other powers under the 2003 Act. This makes it clear that operational control of the Force is the sole responsibility of the Chief Constable. The previous PSA did not refer to the legislation.

Governing Law and Settlement of Disputes

- More clarity is given with regards to the 2003 Act as it highlights that s.35(1) should be referred to in the event a Customer wishes to dispute an aspect of their agreement. This immediately directs the Customer to the correct legislation.
- This section also addresses what happens in the event of non-payment. Power is given to the Authority to use debt recovery proceedings.

Miscellaneous

- This section gives provisions that any previous PSA is no longer valid. This is because the Authority needs to make sure that all the other PSA's have been revoked.

Notices

- Any notice given under this agreement has to be in writing and delivered by hand, sent by post or by fax.
- A notice is only effective when it has been received by the recipient.