



**METROPOLITAN
POLICE**

	Freedom of Information Act Publication Scheme
Protective Marking	Official
Publication Scheme Y/N	Yes
Title	Section 92 Agreement between the Mayor's Office for Policing and Crime and the London Borough of Islington 2023 to 2026
Version	V0.1
Summary	Grant Agreement pursuant to Section 92 of the Police Act 1996 to support the provision of 2 additional police officers under the MOPAC/MPS PartnershipPlus Scheme with the London Borough Islington between 01 November 2023 – 31 October 2026
(B)OCU or Unit, Directorate	Finance Services
Author	Income Team
Review Date	1 November 2026
Date Issued	15 November 2024

Agreement

Pursuant to Section 92 of the Police Act 1996 Council Grant for Officers or Staff

(1) The Mayor's Office for Policing and Crime
(2) London Borough of Islington

Dated April 18, 2024

20 Gresham Street
London EC2V 7JE
T +44 (0)333 006 0300
F +44 (0)333 006 0311
DX 431 London Chancery Lane

www.TLTsolicitors.com
101M/VC06{CLIENT NUMBER\MATTER
NUMBER\62944840 1

Contents

Clauses

1	Definitions and interpretation	1
2	Term	5
3	Provision of Personnel	5
4	Payment of Grant.	6
5	Operational Control and Redeployment	7
6	Governance	7
7	Monitoring and reporting.....	7
8	Termination.....	8
9	Confidentiality and Data Protection.	8
10	Freedom of Information and Transparency	9
11	Dispute Resolution	9
12	Prevention of Corruption.....	10
13	General.	10

Schedules

1	Additional Personnel	13
2	Grant Conditions.....	14
3	The Objectives.. ..	16
4	Term	18

This agreement is made the April 18, 2024

Between:

- (1) The Mayor's Office for Policing and Crime (the **Authority**) City Hall, Kamal Chunchie Way, London; and
- (2) London Borough of Islington (the **Recipient**).

Background:

- (A) The Recipient wishes to provide a grant to the Authority to assist with the cost of providing Additional Personnel for police purposes in accordance with this Agreement.
- (B) The grant is being made to and accepted by the Authority pursuant to Section 92 of the Police Act 1996.
- (C) The Commissioner of Police of the Metropolis (the **Commissioner**) has agreed that the grant will be made subject to the conditions set out in this Agreement.

It is agreed as follows:

1 Definitions and interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following words have the following meanings:

Additional Personnel	the additional personnel to be supplied to the Recipient by the Commissioner, supplementing existing police resources assigned to the Council Area, as specified in Schedule 1 (Additional Personnel)
Agreement	this Agreement (including any schedule to it)
Bribery Act	means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning this legislation
Business Day	any day on which clearing banks are open for business in the City of London (but not a Saturday or a Sunday)
Commencement Date	the date specified as such in Schedule 4 (Term)
Confidential Information	means all identifiable methodology, know-how, experience, data, databases, flow charts, reports, tables or other material produced in relation to this Agreement (including the negotiations leading to it) and any other information of whatever kind (whether commercial, technical, financial, operational or otherwise, whether communicated verbally, in writing, digitally, electronically or in any other form and whether or not expressly stated to be confidential) relating to a party including its operations, business, goods, suppliers and customers

Contracting Authority	means any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015.
Council Area	The geographical and administrative area of the Recipient
Data Protection Legislation	means the laws and regulations that apply to the Processing of Personal Data including (without limitation and to the extent applicable): (a) the UK GDPR; (b) the Data Protection Act 2018; (c) the EU GDPR; (d) the Privacy and Electronic Communications (EC Directive) Regulations 2003; (e) any replacement legislation coming into effect from time to time; and (f) any code of practice or other guidance issued by any applicable regulatory authority
Disclosing Party	for the purposes of Clause 9, the party disclosing Confidential Information and/or to whom Confidential Information relates
Emergency	any actual or threatened event or combination of events which because of its nature or magnitude justifies in the judgement of the Operational Commander the redeployment of all or any of the Additional Personnel at any time to the policing of the event or events in question and such an event shall include: (a) an act of war; (b) an act of terrorism; (c) a fire, flood or other natural catastrophe; (d) an accident of exceptional magnitude or severity; (e) a riot or disturbance of exceptional magnitude or severity; (f) a public order event of exceptional magnitude or severity (g) a pandemic
Employment Emoluments	all employment related outgoings including salaries, wages, bonus or commission, holiday pay, expenses, national insurance and pension contributions and any

	liability to taxation, including any penalty, fine, surcharge, interest, charges or costs relating thereto
EU GDPR	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regards to the processing of personal data and on the free movement of such data
Exigencies of Duty	as defined by Police Negotiating Board Circular 86/9 being "a pressing demand, need or requirement is perceived but is not reasonably avoidable and necessitates a change of roster"
Expiry Date	the date specified as such in Schedule 4 (Term)
FOIA	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time and the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
Grant	the grant of the sum specified in Schedule 2 (Grant Conditions) to be made by the Recipient to the Authority pursuant to Section 92 of the Police Act 1996 and to be paid in accordance with the provisions of Schedule 2 (Grant Conditions)
High Demand Days	means those days each year that have been declared by the MPS's Public Order Branch that require a particularly high level of resource in order for the Commissioner to fully discharge their statutory responsibility for policing planned public order events.
MPS	means the Metropolitan Police Service or any servant or agent of the Metropolitan Police Service authorised to act on its behalf in respect of this Agreement
MPS Contact Officer	the person appointed by the Operational Commander pursuant to Clause 6.1 and notified to the Recipient
Objectives	the purposes for which the Additional Personnel are to be provided, as specified in Schedule 3 (Objectives)
Operational Commander	the Commissioner or such other person as the Commissioner may appoint from time to time to command the policing of the Council Area
Overtime	time worked by any Additional Personnel as overtime where 'overtime' shall be given the meaning set out in Section 25 of The Police Regulations 2003

Permitted Recipient	an officer, employee, or professional advisor of the Receiving Party who has a legitimate need to receive and consider particular Confidential Information for the purposes of the Receiving Party exercising its rights and/or performing its obligations under this Agreement
Receiving Party	for the purposes of Clause 9, the party receiving Confidential Information of the other party
Recipient Contact Officer	the person appointed by the Recipient pursuant to Clause 6.2 and notified to the Authority
Recipient Chief Executive	the Chief Executive of the Recipient
Redundancy Costs	means any pay in lieu of notice, statutory redundancy payment and any enhanced contractual redundancy payment
TUPE Regulations	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or superseded from time to time
UKGDPR	means Regulation (EU) 2016/679 (General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time).

1.2 In this Agreement, unless the context otherwise requires:

- 1.2.1 any reference to a statute or code of practice or a provision of a statute or code shall be construed as a reference to that statute, code or provisions as amended, re-enacted or extended at the relevant time;
- 1.2.2 any reference to a person shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or one or more of the foregoing;
- 1.2.3 any reference to the singular shall include the plural and vice versa;
- 1.2.4 any reference to the masculine gender shall include the feminine and neuter and vice versa;
- 1.2.5 the table of contents and headings are inserted for ease of reference only and shall not affect the construction of this Agreement;
- 1.2.6 references to any party to this Agreement include its successors-in-title and permitted assignees;
- 1.2.7 any reference to "written" or "writing" includes faxes or other transitory forms;
- 1.2.8 any phrase introduced by the terms "include", "including", "particularly" or "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 Term

- 2.1 Subject to Clause 2.2 below and to earlier termination under Clause 4.3.2, Clause 8.1, Clause 8.2 or Clause 12.3, this Agreement shall commence on the Commencement Date and terminate automatically, without notice on the Expiry Date (the **Term**).
- 2.2 Subject to agreement between the parties on the amount of Grant payable for an extended term, the Term of this Agreement may be extended by agreement in writing between the parties.

3 Provision of Personnel

- 3.1 For the avoidance of doubt, it is the belief of both the Authority and the Recipient that the TUPE Regulations do not apply to transfer the employment contracts of any individual employed by the Recipient or any sub-contractor or agent engaged by the Recipient or any other individual (a **Recipient Employee**) to the Authority on the Commencement Date or at any time thereafter.
- 3.2 If, contrary to clause 3.1, any Recipient Employee alleges that his/her employment has transferred to the Authority and/or if any Recipient Employee's employment does transfer to the Authority pursuant to the TUPE Regulations on the Commencement Date, or at any time thereafter, the Recipient shall indemnify the Authority and keep the Authority indemnified from and against all and any action, award, claim or other legal recourse, complaint, cost, debt, demand, expense, fine, liability, loss, outgoing, penalty or proceeding and any legal or professional fees and expenses on an indemnity basis that the Authority may suffer or incur arising out of or in relation to
 - 3.2.1 the Employment Emoluments in relation to any such Recipient Employee for up to six (6) months following such transfer;
 - 3.2.2 the employment or termination of employment of any such Recipient Employee, including any Redundancy Costs (save that the Recipient shall not be responsible for liability arising through any failure of the Authority to follow a fair termination or redundancy process); and
 - 3.2.3 the employment of any such Recipient Employee up to and including the date of transfer.
- 3.3 The Authority shall supply the Additional Personnel to the Recipient in accordance with and subject to the provisions of this Agreement
- 3.4 Subject to the provisions of Clause 5 (Operational Control and Redeployment), the overall strategic objectives for the Additional Personnel will be determined by the MPS Contact Officer in consultation with the Recipient Contact Officer.
- 3.5 Any member of the Additional Personnel who is unable to attend for duty because of attendance in court, on obligatory training courses or because of any redeployment as a result of a High Demand Day, any Emergency or Exigencies of Duty will nevertheless be deemed to have been supplied to the Recipient
- 3.6 Any member of the Additional Personnel who is unable to attend for duty because of sickness or injury will nevertheless be deemed to have been supplied to the Recipient provided that at least one of the following applies:
 - 3.6.1 such absence does not last for more than 28 calendar days; or
 - 3.6.2 such absence is due to injuries received in the course of duty pursuant to this Agreement; or
 - 3.6.3 such absence lasts more than 28 days and is not due to injuries received in the course of duty pursuant to this Agreement but after consultation, the parties

agree that there is a reasonable prospect of the relevant Additional Personnel returning to work in the near future.

- 3.7 The Authority shall procure that the Operational Commander uses all reasonable endeavours to ensure, through the application of his absence management policy, that absences because of sickness or injury are kept to a minimum.
- 3.8 Where any member of the Additional Personnel is unable to attend for duty because of sickness or injury and none of the circumstances set out in Clauses 3.6.1, 3.6.2 or 3.6.3 applies then as the Recipient's sole remedy:
 - 3.8.1 the Authority will use its reasonable endeavours to provide replacement personnel; and
 - 3.8.2 for any period of time where any replacement personnel are not provided, the Grant shall be reduced on a pro-rata basis.
- 3.9 The Authority shall provide appropriate equipment, training, accommodation, technical and support services to ensure the effective delivery of the Additional Personnel.
- 3.10 The Additional Personnel will be selected by the Operational Commander in accordance with the recruitment procedures and standards which apply in relation to the MPS from time to time.
- 3.11 The Recipient acknowledges that the Grant does not cover Overtime. Any Overtime requested by the Recipient will result in an increase to the Grant payable pursuant to this Agreement and this will be calculated in accordance with the applicable Overtime rates referred to in Paragraph 10 of Schedule 2 (Grant Conditions), calculated pro-rata on an hourly basis. For the avoidance of doubt, any Overtime incurred as a result of a police deployment that is not subject to a request from the Recipient will be borne by the Authority.
- 3.12 Save as otherwise set out in this Agreement, the Recipient may not provide, or charge for the provision of, the Additional Personnel in relation to any commercial events/premises and if a commercial event arises where special policing is required the Recipient will refer the relevant third party to the Authority.

4 Payment of Grant

- 4.1 The Authority shall be entitled to raise invoices for instalments of the Grant and the Recipient shall pay the Grant to the Authority in accordance with Schedule 2 (Grant Conditions).
- 4.2 The Recipient shall pay all invoices, without any set-off or deduction, within 30 days of the date of the invoice.
- 4.3 Should the Recipient fail to pay invoices due under this Agreement the Authority shall be entitled
 - 4.3.1 to charge interest upon the amount outstanding at the rate of statutory interest applicable for the time being pursuant to Section 6(1) of the Late Payment of Commercial Debts (Interest) Act 1998 in respect of the number of days between and including the due date of payment of the said invoice and the date upon which it is actually paid;
 - 4.3.2 to suspend the provision of the Additional Personnel and/or terminate this Agreement; and/or
 - 4.3.3 to recover from the Recipient all losses of whatever nature reasonably incurred in connection with the recovery of the sums specified in Clause 4.3.1 above and upon demand in writing, the Recipient shall pay the same within ten days of that demand

- 4.4 The Authority shall procure that the Operational Commander shall use the Grant solely to meet the cost of providing the Additional Personnel for the purpose of meeting the Objectives.

5 Operational Control and Redeployment

- 5.1 The Commissioner and/or the Operational Commander may in their discretion redeploy some or all of the Additional Personnel:
- 5.1.1 in the case of a High Demand Day and for the duration of that High Demand Day whereby the Authority shall procure that the Operational Commander will use all reasonable endeavours to notify the Recipient Contact Officer in advance of such redeployment;
 - 5.1.2 in the case of an Emergency and for the duration of that Emergency and where time permits, the Authority shall procure that the Operational Commander will consult the Recipient Contact Officer before making such a redeployment;
 - 5.1.3 at any time to meet operational requirements and/or Exigencies of Duty
- 5.2 The Recipient agrees that nothing in this Agreement shall affect, fetter or otherwise qualify the discretion of the Commissioner or Operational Commander to deploy or redeploy the Additional Personnel as they deem appropriate.
- 5.3 The Grant payable shall be reduced on a pro-rata basis in accordance with the formula detailed in Paragraph 9, Schedule 2 (Grant Conditions) where any or all of the Additional Personnel are not provided or are deployed other than in accordance with Clause 3.5 (except in the case of High Demand Days, an Emergency or in relation to Exigencies of Duty);
- 5.4 Subject to Clause 5.3, the Recipient will not be entitled to compensation or to withhold payment of the Grant in relation to any period of redeployment of all or part of the Additional Personnel in accordance with the terms of this Agreement. The Authority shall procure that the Operational Commander will use reasonable endeavours to keep any such period of redeployment as short as reasonably practicable.
- 5.5 The Additional Personnel will remain under the control of the Commissioner, and their managerial control and direction will be the responsibility of the Operational Commander.
- 5.6 The Additional Personnel will not be under the control or direction of the Recipient and will act on the basis of their professional judgment and their own initiative in accordance with their statutory and common law powers and the standards and requirements of the MPS.

6 Governance

- 6.1 The Authority shall appoint the MPS Contact Officer to represent the Authority as follows:
- 6.1.1 in respect of all day to day matters relating to this Agreement; and
 - 6.1.2 to liaise with the Recipient Contact Officer.
- 6.2 The Recipient shall appoint the Recipient Contact Officer to represent the Recipient as follows:
- 6.2.1 in respect of all day to day matters relating to this Agreement; and
 - 6.2.2 to liaise with the MPS Contact Officer.
- 6.3 The Operational Commander shall be responsible for all financial matters relating to the Additional Personnel, including the resolution of any related disputes.

7 Monitoring and reporting

- 7.1 The Authority (acting through the Operational Commander) shall and the Recipient shall establish and maintain appropriate mechanisms to monitor the effectiveness of the Additional Personnel in meeting the Objectives.

8 Termination

- 8.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this Agreement immediately by notice in writing if:
- 8.1.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of remedy, fails to remedy the breach within 30 days of written notice specifying the breach and requiring its remedy; or
 - 8.1.2 the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment
- 8.2 Either party may at any time terminate this Agreement by serving on the other not less than six (6) months' notice in writing.
- 8.3 Upon termination of this Agreement for any reason
- 8.3.1 Subject to Clause 8.4, any outstanding Grant payments shall remain due and payable to the Authority by the Recipient in accordance with the terms of this Agreement; and
 - 8.3.2 each party shall return to the other all Confidential Information belonging to it
- 8.4 Where this Agreement is terminated pursuant to Clause 8.2 or by the Recipient pursuant to Clause 8.1.1 the Grant payable by the Recipient shall be adjusted (using the formula detailed in Paragraph 8 of Schedule 2 (Grant Conditions)) so that the Recipient is liable to pay a pro-rata proportion of the Grant. The Recipient shall pay any amount outstanding in relation to the adjusted Grant on the effective date of termination.

9 Confidentiality and Data Protection

- 9.1 Subject to Clause 9.1, the Receiving Party undertakes to the Disclosing Party that
- 9.1.1 it shall treat and safeguard as private and confidential all Confidential Information;
 - 9.1.2 it shall only use the Confidential Information to the extent that such use is necessary for the purposes of performing its obligations or exercising its rights under this Agreement;
 - 9.1.3 it shall not at any time disclose or reveal any part of the Confidential Information to any person other than a Permitted Recipient;
 - 9.1.4 it shall ensure that each Permitted Recipient to whom Confidential Information is to be disclosed is made aware of and observes the terms of this Clause 9.1 as if that person had given the undertakings contained in this Clause 9.1 directly;
 - 9.1.5 it shall immediately upon written request by the Disclosing Party deliver to the Disclosing Party a list of all individuals to whom the Confidential Information has been disclosed.
- 9.2 The provisions of Clause 9.1 above shall not apply to any Confidential Information to the extent that such Confidential Information:
- 9.2.1 is publicly available or becomes publicly available through no act or omission of the Receiving Party;

- 9.2.2 was in the possession of the Receiving Party, without restriction as to its disclosure, before receiving it from the Disclosing Party;
 - 9.2.3 is received from a third party (who lawfully acquired it) without restriction as to its disclosure;
 - 9.2.4 was created independently by the Receiving Party, without access to the Confidential Information, as demonstrated by documentary evidence to the reasonable satisfaction of the Disclosing Party;
 - 9.2.5 is required to be disclosed by law or by order of a court of competent jurisdiction or other competent authority provided that (to the extent it is permitted to do so) the Receiving Party gives all reasonable notice of that disclosure to the Disclosing Party
- 9.3 The parties agree to fully comply with all Data Protection Legislation but also acknowledge and agree that no Processing of Personal Data (as defined in the Data Protection Legislation) is to take place in furtherance of this Agreement unless and until the parties have complied with the provisions of the clause 9.4 below.
- 9.4 Notwithstanding the above, in the event either Party becomes aware of any need for or believes that Processing of Personal Data is to occur by either Party, that Party shall notify the other with immediate effect and the Parties shall ensure that no Processing of Personal Data takes place until sufficient data processing clauses (as determined by the Authority) are in place (whether by variation to this Agreement or by way of separate data processing agreement) between the Parties.

10 Freedom of Information and Transparency

- 10.1 The parties both acknowledge:
- 10.1.1 they are public authorities for the purposes of the FOIA and that, as such, they are required to make information available to the public either through their publication scheme or on request;
 - 10.1.2 the names of both parties, the resources provided, the value and the purpose of this Agreement may be published through their publication scheme; and
 - 10.1.3 details of the Grant and this Agreement may be disclosed by the parties pursuant to the FOIA
- 10.2 The parties acknowledge that (where applicable) the Elected Local Policing Bodies (Specified Information) Order 2011 (the **Order**) as amended shall apply. Each party hereby consents to the other party publishing the contents of this Agreement (**Agreement Information**) in accordance with the Order. The parties may in their absolute discretion redact all or part of the Agreement Information prior to its publication.
- 10.3 The parties shall use all reasonable endeavours to agree a protocol as to how their obligations under the FOIA shall be applied in relation to the matters contemplated by this Agreement, which shall include whether and to what extent any of the information that they hold is exempt from disclosure under the FOIA
- 10.4 Notwithstanding the provisions of Clause 10.3, the parties acknowledge and agree that the party receiving a request under the FOIA shall be entitled to decide whether to disclose information at its absolute discretion.

11 Dispute Resolution

- 11.1 Any dispute (other than a dispute referred to in Clauses 6.3 and 12.4) arising out of or in respect of this Agreement shall be referred for resolution to the MPS Contact Officer and the Recipient Contact Officer.
- 11.2 Any dispute unresolved within twenty (20) Business Days of referral (either pursuant to Clause 11.1 or Clause 6.3) shall be referred to the Operational Commander and the Recipient Chief Executive.

12 Prevention of Corruption

- 12.1 Each party warrants that this Agreement has not been obtained or entered into as a result of an offence committed under section 1, 2 or 6 of the Bribery Act 2010 or under section 117(2) of the Local Government Act 1972.
- 12.2 Each party shall:
- 12.2.1 at all times comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; and
 - 12.2.2 not enter into this Agreement or any other agreement with the other party in connection with which commission has been paid or agreed to be paid by it or on its behalf or to its knowledge, unless before the Agreement is made particulars of any such commission and the terms and conditions of any agreement for the payment thereof have been disclosed in writing.
- 12.3 Any breach of this clause by a party or anyone employed by it acting on its behalf (whether with or without the knowledge of the relevant party) or the commission of any offence by a party or by anyone employed by it or acting on its behalf under the Bribery Act 2010, in relation to this or any other agreement with the other party shall entitle the other party to terminate this Agreement and recover from the breaching party any losses associated with such termination.
- 12.4 Any dispute, difference or question arising in respect of the interpretation of this Clause (except so far as the same may relate to the amount recoverable from the breaching party under the Clause in respect of any losses resulting from such termination of this Agreement), the right of a party to terminate this Agreement, or the amount of value of any such gift, consideration or commission shall be decided by the innocent party, whose decision shall be final and conclusive.

13 General

- 13.1 This Agreement shall constitute the entire agreement and understanding, and shall supersede any previous agreement(s), between the parties in connection with the subject matter of this Agreement
- 13.2 No variation to this Agreement shall be effective unless made in writing and signed by authorised representatives of both parties.
- 13.3 The Authority (or its statutory successor) may at any time assign, novate or otherwise dispose of its rights and obligations under the Agreement or any part thereof subject to the consent of the Recipient, such consent not to be unreasonably withheld or delayed provided that the Recipient agrees that it shall not be entitled to withhold its consent where:
- 13.3.1 such assignment, novation or disposal is to any Contracting Authority or other public body which substantially performs any of the functions that previously had been performed by the Authority (the **Transferee**); and
 - 13.3.2 such assignment, novation or disposal shall not increase the burden of the Recipient's obligations under the Agreement

- 13.4 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to clause 13.3, affect the validity of the Agreement. In such circumstances, the Agreement shall bind and inure to the benefit of any successor body to the Authority.
- 13.5 On condition that the Transferee undertakes for the benefit of the Recipient to perform with effect from the date this Agreement came into force all of the obligations of the Authority under this Agreement in place of the Authority, the Recipient shall accept such performance and shall release the Authority from any and all obligations and liability under this Agreement whether arising before, on or after the date of novation as if the Transferee had been a party to this Agreement instead of the Authority as from the date on which this Agreement came into force.
- 13.6 For the purposes of giving effect to Clauses 13.3, 13.4 and 13.5 the Recipient shall execute and do (or procure to be executed or done by any other necessary person) all such deeds, documents, acts and things as the Authority may from time to time reasonably require.
- 13.7 Subject to Clauses 13.3 to 13.6 inclusive, neither party shall be entitled to assign, sub-contract or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of the other party.
- 13.8 Nothing in this Agreement shall constitute any partnership between any of the parties or be deemed to have created any relationship of agency between them and unless expressly stated in this Agreement neither party shall have the authority to contract on behalf of or otherwise bind the other in any way.
- 13.9 No delay or failure on the part of either party in enforcing any provision in this Agreement shall be deemed to operate as a waiver or create a precedent or in any way prejudice that party's rights under this Agreement, nor shall any single or partial exercise of any right or remedy in any circumstances preclude any other or further exercise of it or the exercise of any other right of remedy.
- 13.10 If any provision in this Agreement is declared void or unenforceable by any court or other body of competent jurisdiction, or is otherwise rendered so by any applicable law, that provision shall to the extent of such invalidity or unenforceability be deemed severable and all other provisions of this Agreement not affected by such invalidity or unenforceability shall remain in full force and effect.
- 13.11 This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement and any party may enter into this Agreement by executing any such counterpart.
- 13.12 Unless expressly stated in this Agreement, nothing in this Agreement shall confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.
- 13.13 This Agreement shall be governed by and construed in accordance with the law of England and Wales and any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales, to which each of the parties irrevocably submits.

This agreement has been signed on the date appearing at the top of page 1.

Signature page to the Agreement between Mayor's Office for Policing and Crime and London Borough of Islington.

Signed by (Redacted)
Mayor's Office for Policing and Crime

Signed by
(Redacted)

Head of Regulatory Services
for and on behalf of
London Borough of Islington

Schedule 1

Additional Personnel

One (1) Police Sergeant

One (1) Police Constable

Schedule 2

Grant Conditions

The Grant payable by the Recipient is based on the annual rates detailed in the table below for the relevant rank of police officers being supplied pursuant to this Agreement as Additional Personnel:

Additional Personnel	Financial Year	
	1 April 2023 - 31 March 2024 £	1 April 2024 - 31 March 2025 £
Constable	£60,750	£67,750
Sergeant	£73,750	£81,250

- 2 The Grant shall be £56,042 in Year 1 (1/11/23-31/3/24) and £149,000 in Year 2 (1/4/24-31/3/25) plus any increases to the Grant incurred pursuant to Clause 3.11 of this Agreement. In accordance with Clause 4.4, the Authority agrees to procure that the Grant is used solely for the cost of providing the Additional Personnel for the purpose of meeting the Objectives.
- 3 The Grant payable by the Recipient for 2025/26 and 2026/27 shall be the amount paid for the previous year plus any increase for the subsequent year in accordance with the recommendations from the Police Remuneration Review Body (**PRRB**) on police pay and allowances.
- 4 The rates for 2025/26 and 2026/27 shall be confirmed by the Authority to the Recipient no later than 31st December of the preceding year. In the event that these rates are not acceptable to the Recipient, consideration will be given to reduce the notice period outlined at Clause 8.2 of this Agreement for early termination upon receipt of the request within 2 weeks of notification.
- 5 The Grant shall be paid quarterly in arrears.
- 6 The amount of the Grant payable quarterly shall be one quarter of the annual Grant
- 7 If VAT is chargeable on each instalment of the Grant it shall also be payable by the Recipient at the rate applying on the date that the related invoice is raised
- 8 Where this Agreement is terminated pursuant to Clause 8.2 or Clause 8.1.1 by the Recipient, the Grant payable by the Recipient shall be adjusted as follows:
 - 8.1 $\text{Grant} = \text{Grant} \times (\text{number of days from the Commencement Date until the effective date of termination} / \text{number of days from the Commencement Date until the Expiry Date})$.
- 9 Where any or all of the Additional Personnel are not provided or are redeployed other than in the circumstances envisaged in Clause 3.5 (each an **Absent Officer**) the Grant payable by the Recipient shall be reduced on a pro-rata basis in respect of each Absent Officer in accordance with the following formula:
 - 9.1 Daily rate (annual rate/effective days) x number of days for which the Absent Officer is not provided.

Where:

- 9.1.1 the annual rate is the Grant payable in respect of the Additional Personnel in a financial year (as set out above); and

- 9.1.2 Effective days means the number of working days workable by the relevant Additional Personnel in a financial year (in accordance with guidance issued by the National Police Chiefs Council and Bluelight Commercial taking into account deductions for rest days, annual leave, average sickness, bank holidays and training days).
- 10 If Overtime costs are to be paid in accordance with Clause 3.11, the relevant hourly Overtime rates of the Authority as notified to the Recipient, inclusive of Earnings Related National Insurance Contribution (ERNIC) and unsocial hours payments where appropriate will be payable by the Recipient in respect of each Sergeant or Constable supplied.
- 11 The table below details the amount of the Grant (allocated as at the Commencement Date) intended to cover the cost of Overtime worked by the Additional Personnel.

Year	- Amount
None	None

Schedule 3

The Objectives

The Late Night Levy funding described in this agreement relates to those activities and premises occurring within the boundaries of the London Borough of Islington.

The London Borough of Islington has implemented the Late Night Levy which began on 1st November 2014.

Islington has the second highest number of licensed premises in the MPS following the City of Westminster.

Violence with injury is a MOPAC priority and a priority for the borough. The proposed posts are aimed at addressing violence with injury ("VWI") and alcohol related ASB. For some time the borough response to night time economy related VWI has been Op. Nightsafe.

Operation Nightsafe has two distinct complementary strands

- The deployment of both a rapid response and intelligence lead policing capability at night and day time follow up action
- The provision of a street based patrolling service, operated by Parkguard, with capacity to support to the licensed trade as well as providing police and medical support

The overall aim of Operation Nightsafe is to support and promote the late night economy in Islington by:

- providing a safe, welcoming night time environment for residents, workers and visitors
- reducing late night alcohol related crime, disorder, antisocial behaviour and nuisance and VWI
- address the vulnerability of women and young adults in the night time economy
- support licenced premises address crime, asb and disorder arising from their activities

The Policing element of Operation Nightsafe provides

- The deployment of both a rapid response and intelligence lead policing capability at night and day time follow up action
- a dedicated police sergeant to act as a Night Time Economy Coordinator
- a dedicated police constable to work on operational night time activities, and lead on day time follow up and engagement activities

Night time policing is carried out by officers drawn from neighbourhood, emergency and special police constabulary teams. The Night Time Economy Coordinator is responsible for collating intelligence and using this information to task and brief officers prior to deployment ensuring that resources target hotspot areas, problem-solving activities and call response. The police utilise various tactics including high visibility pulse patrolling, visiting licenced premises, using of passive drugs dog, taxi-touting operations and CCTV targeted patrols. Funding the Night Time Economy Co-ordinator as enabled capacity building resulting in improved consistency and effectiveness of policing the night-time economy particularly in relation to investigation, linking in with CID and reporting issues of concern for day time follow up by Police Licensing Officers.

During the day the dedicated police officers focus on:

- preparing night time briefings
- working with licenced premises to promote and share best practice
- dealing with problematic premises using a range of tools from action planning to reviews
- briefing staff working in late night venues or matters that can reduce crime and improve criminal detection rates for example, crime scene preservation, best practice in door supervision management, providing witness statements, CCTV management

The levy allows the police to address not only the night time economy issues but enable the borough to address additional priority areas of business.

Whilst the Recipient and the Authority are committed to the delivery and achievement of the Objectives listed in this schedule, it is recognised by both parties that they are aspirational and will not in any way affect the payment of, or value of the Grant as specified in Schedule 2 (Grant Conditions).

Schedule 4

Term

- 1 The Commencement Date shall be 1 November 2023.
- 2 The Expiry Date shall be 31 October 2026.