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| Title | Abridged Section 92 Agreement between the Mayor's Office for Policing and Crime and the London Borough of Tower Hamlets 2024-2025 |
| Version | V0.1 |
| Summary | Grant Agreement pursuant to Section 92 of the Police Act 1996 to support the provision overtime with the London Borough of Tower Hamlets 1 April 2024 – 31 March 2025. |
| (B)OCU or Unit, Directorate | Finance Services |
| Author | Income Team |
| Review Date | 01 April 2025 |
| Date Issued | 11 December 2024 |

Agreement

pursuant to s.92 Police Act 1996

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

Dated May 23, 2024

Ref: 10COM/DF01/078797/000034

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FRONT SHEET FOR GRANT AGREEMENT

This Agreement is made the

Between:

- (1) The Mayor's Office for Policing and Crime of City Hall, Kamal Chunchie Way, London E16 1ZE ("**the Authority**"); and
- (2) The Mayor and Burgesses of the London Borough of Tower Hamlets ("**the London Borough**")

Background:

- (A) The London Borough wishes to provide a grant to the Authority in accordance with this agreement.
- (B) The Grant is being made subject to the terms of this Agreement (comprising this Front Sheet and the attached Terms and Conditions) and is accepted by the Authority pursuant to Section 92 of the Police Act 1996.
- (C) The Commissioner (as defined within the attached Terms and Conditions) has agreed that the Grant will be made subject to the conditions set out in this Agreement.

Details of the Grant:

Between 1st April 2024 ("**Start Date**") and 31st March 2025 ("**End date**"), the London Borough has agreed to provide a Grant totalling £40,000 to the Authority. The Grant will be used to recover all costs and charges in relation to activity undertaken to support the objectives and is inclusive of an administration charge of £500

Objectives:

The purpose of the Grant will be to provide additional police patrols in and around Sunday markets and also on an ad hoc basis based on demand. The Grant will be used for the cost of providing additional police overtime, which will be recovered from the London Borough based on the hourly overtime rate plus ERNIC and any associated payments, where applicable.

Signed on behalf of the London Borough of Tower Hamlets

(REDACTED)

23/05/2024

Authorised Signatory

Date

Signed on behalf of the Mayor's Office for Policing and Crime

(REDACTED)

May 23 2024

Commercial Director
on behalf of the Mayor's Office for Policing and Crime

Date

Terms and conditions for the Provision of a Grant pursuant to Section 92 of the Police Act 1996

1. Definitions and interpretation

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

"Agreement" this Agreement (including any Schedule to it)

"Business Day" means any day on which clearing banks are open for business in the City of London (but not a Saturday or a Sunday)

"the Commissioner" means the Commissioner of Police of the Metropolitan

"Confidential Information" Means all identifiable methodology, know-how, experience, data, databases, flow charts, reports, plans, intelligence, 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 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 7, the party disclosing Confidential Information and/or to whom Confidential Information relates

"End Date" means the date specified as such on the Front Sheet.

"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

"FOIA" means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time 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 on the Front Sheet 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 Clause 3 (Payment of Grant)

"London Borough Contact Officer" means the person appointed by the London Borough pursuant to Clause 4.2

"London Borough Chief Executive" means the Chief Executive of the London Borough

"MPS" means the Metropolitan Police Service

"MPS Contact Officer" means the person appointed by the Operational Commander pursuant to Clause 4.1

"Objectives" means the purposes for which the grant is to be provided, as specified on the Front Sheet.

"Operational Commander" means the Commissioner or such other person as the Commissioner may appoint from time to time to command the Council Area

"Permitted Recipient" means 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" means for the purposes of Clause 7, the party receiving Confidential Information of the other party

"Start Date" means the date specified as such on the Front Sheet.

"UK GDPR" the EU GDPR as implemented in the United Kingdom by the European Union (Withdrawal) Act 2018.

1.2 In this Agreement, unless the context otherwise requires:

1.2.1 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;

1.2.2 any reference to the singular shall include the plural and vice versa;

1.2.3 any reference to the masculine gender shall include the feminine and neuter and vice versa;

1.2.4 the table of contents and headings are inserted for ease of reference only and shall not affect the construction of this Agreement;

1.2.5 references to any party to this Agreement include its successors-in-title and permitted assignees;

1.2.6 any reference to "written" or "writing" includes faxes or other transitory forms;

1.2.7 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 earlier termination under Clause 3.4.2, Clause 6.1, Clause 6.2 or Clause 11.3 this Agreement shall commence on the Start Date and terminate automatically, without notice on the End Date (the "Initial Term").

3. **Payment of Grant**

3.1 The Authority shall be entitled to raise invoices for instalments of the Grant and the London Borough shall pay the Grant to the Authority in accordance with this Agreement.

3.2 The London Borough shall pay all invoices quarterly in arrears, without any set-off or deduction, within 30 days of the date of the invoice.

3.3 Where appropriate, VAT will be charged on each instalment of the Grant at the rate applying on the date that the related invoice is raised.

3.4 Should the London Borough fail to pay invoices due under this Agreement the Authority shall be entitled:

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;

to suspend or terminate this Agreement; and/or

to recover from the London Borough all losses of whatever nature reasonably incurred in connection with the recovery of the sums specified in Clause 3.4.1 above and upon demand in writing, the London Borough shall pay the same within ten days of that demand.

Governance

4. The Authority shall appoint the MPS Contact Officer to represent the Authority as follows:

4.1.1 in respect of day to day all matters relating to this Agreement; and

4.1.2 to liaise with the London Borough Contact Officer.

4.2 The London Borough shall appoint the London Borough Contact Officer to represent the London Borough as follows:

4.2.1 in respect of all day to day matters relating to this Agreement; and

4.2.2 to liaise with the MPS Contact Officer.

4.3 The Operational Commander shall be responsible for all financial matters relating to the Grant, including the resolution of any related disputes.

Monitoring and reporting

5. The Authority (acting through the Operational Commander) and the London Borough shall establish and maintain appropriate mechanisms to monitor the use of the Grant and its effectiveness in meeting the Objectives.

6. **Termination**

6.1 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:

6.1.1 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

6.1.2 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.

6.2 Either party may at any time terminate this Agreement by serving on the other not less than six (6) months notice in writing.

6.3 Upon termination of this Agreement for any reason:

6.3.1 Subject to Clause 6.4, any outstanding Grant payments shall remain due and payable to the Authority by the London Borough in accordance with the terms of this Agreement; and

6.3.2 each party shall return to the other all Confidential Information belonging to it.

6.4 Where this Agreement is terminated pursuant to Clause 6.2 or by the London Borough pursuant to Clause 6.1.1 the Grant payable by the London Borough shall be adjusted so that the London Borough is liable to pay a pro-rata proportion of the Grant. The London Borough shall pay any amount outstanding in relation to the adjusted Grant on the effective date of termination.

Confidentiality and Data Protection

7. The Receiving Party undertakes to the Disclosing Party that:

7.1.1 it shall treat and safeguard as private and confidential all Confidential Information;

7.1.2 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;

7.1.3 it shall not at any time disclose or reveal any part of the Confidential Information to any person other than a Permitted Recipient;

7.1.4 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 7.1 as if that person had given the undertakings contained in this Clause 7.1 directly;

7.1.5 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.

7.2 The provisions of Clause 7.1 above shall not apply to any Confidential Information to the extent that such Confidential Information

- 7.2.1 is publicly available or becomes publicly available through no act or omission of the Receiving Party;
- 7.2.2 was in the possession of the Receiving Party, without restriction as to its disclosure, before receiving it from the Disclosing Party;
- 7.2.3 is received from a third party (who lawfully acquired it) without restriction as to its disclosure;
- 7.2.4 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;
- 7.2.5 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.
- 7.3 The Parties agree to fully comply with all relevant data protection legislation but also acknowledge and agree that no processing of personal data (as defined in relevant data protection legislation) is to take place in furtherance of this Contract unless and until the parties have complied with the provisions of the clause 7.4 below.
- 7.4 Notwithstanding the above, in the event either Party becomes aware of any need for or believes that data processing (as defined in relevant data protection legislation) 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:
- Freedom of Information**
8. The parties both acknowledge:
- 8.1
- 8.1.1 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;
- 8.1.2 the names of both parties, the resources provided, the value and the purpose of this Agreement may be published through their publication scheme; and
- 8.1.3 details of the Grant and this Agreement may be disclosed by the parties pursuant to the FOIA.
- 8.2 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 in accordance with the Order. The parties may in their absolute discretion redact all or part of the Agreement Information prior to its publication.
- 8.3 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.
- 8.4 Notwithstanding the provisions of Clause 8.3, 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..
- 9. Transparency**
- 9.1 The Recipient acknowledges that the Authority is subject to the Elected Local Policing Bodies (Specified Information) Order 2011, as amended. The Recipient gives consent to the Authority to publish the contents of this Agreement (**Agreement Information**). The Authority in its absolute discretion may redact all or part of the Agreement Information prior to its publication. The Authority shall make the final decision regarding publication and/or redaction of the Agreement Information.
- 10. Dispute Resolution**
- 10.1 Any dispute (other than a dispute referred to in Clauses 4.3 and 11.4) arising out of or in respect of this Agreement shall be referred for resolution to the MPS Contact Officer and the London Borough Contact Officer.
- 10.2 Any dispute unresolved within twenty (20) Business Days of referral (either pursuant to Clause 4.3 or 10.1) shall be referred to the Operational Commander and the London Borough Chief Executive.
- 11. Prevention of Corruption**
- 11.1 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 and section 117(2) of the Local Government Act 1972.
- 11.2 Each party shall:
- 11.2.1 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
- 11.2.2 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.
- 11.3 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.
- 11.4 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.
- Provisions relating to Equipment and Property**
12. The title of all equipment acquired by the Authority pursuant to this Agreement shall vest in and remain with the Authority.
- 12.1 The MPS Contact Officer shall maintain an inventory of the equipment, the accuracy of which shall be maintained by its amendment from time to time hereafter.
- 12.2 For the avoidance of doubt any item of equipment acquired by the Authority pursuant to this Agreement, that is subsequently damaged, lost or stolen other than through negligence by the Authority shall not be required to be replaced.
- 12.3
- General**
13. 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.
- 13.1
- 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 London Borough, such consent not to be unreasonably withheld or delayed provided that the London Borough 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 London Borough'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 London Borough 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 London Borough 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 London Borough 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 submit.