

POLICE ACT 1996

POLICE REFORM AND SOCIAL RESPONSIBILITY ACT 2011

**ARRANGEMENTS IN RESPECT OF INSPECTION COMMISSIONED  
UNDER SECTION 54(2BA), POLICE ACT 1996**

**IT HAS BEEN AGREED** between:

- (1) **[NAME OF LOCAL POLICING BODY]** (the “Commissioner”); and
- (2) **HER MAJESTY’S INSPECTORATE OF CONSTABULARY** ( “HMIC”)

as follows:

**General**

1. The Commissioner has requested HMIC to carry out the inspection specified in Schedule 1, and HMIC has agreed to do so upon the terms and conditions specified in this document.

**Timing**

2. HMIC will use reasonable endeavours to complete the inspection not later than [*state date*]. The timing of the inspection is subject to alteration under paragraphs 12 – 17.

**Information, assistance and co-operation**

3. In connection with the inspection, the Commissioner shall:
  - (a) provide to HMIC such information, assistance and co-operation as HMIC shall reasonably require; and
  - (b) procure that every person employed or engaged by, or otherwise under an obligation to, the Commissioner provides to HMIC such information, assistance and co-operation as HMIC shall reasonably require.
4. Such information, assistance and co-operation may include:
  - (a) the provision to HMIC of access to, and copies of, any documents or other information, whether stored electronically or otherwise;

- (b) the provision to HMIC of access to any premises; and
  - (c) information obtainable by means of the making of a statement by, or the interview of, any person (including the Commissioner).
5. Information, assistance and co-operation required by HMIC shall be provided or procured to be provided to HMIC by the Commissioner in a timely manner and in such form as may be specified by HMIC.

### **Costs**

6. The Commissioner shall pay to HMIC the costs of the inspection, as specified in Schedule 2, as they may be adjusted in accordance with the terms of this document.
7. HMIC will, where practicable, give to the Commissioner reasonable notice if it anticipates that the estimate of costs specified in Schedule 2 will be exceeded, together with a statement of the higher estimated costs and HMIC's reasons for that belief.
8. After receipt of a notice under paragraph 7, unless the Commissioner exercises his right to require HMIC to terminate the inspection under paragraph 26, the Commissioner shall pay the amount of the higher costs of the inspection.
9. The costs in question are net of all applicable sales and service taxes, including value added tax, which shall be added to the amount payable to HMIC by the Commissioner.
10. Payment of any amount due under this document must be made not later than 28 days after the date of a statement in that respect given by HMIC to the Commissioner. A failure on the part of the Commissioner to pay any such amount within that time shall entitle HMIC to recover all amounts due by civil action.
11. Except in the case of manifest error, a statement certified by an Inspector of Constabulary of HMIC's costs or any other amount due under the terms of this document shall be conclusive and binding upon the Commissioner for the purposes of this document.

## **Alteration of specification**

12. The specification of the inspection may be reduced or enlarged, or in any other respect altered:
  - (a) by the Commissioner, in the circumstances and according to the procedure specified in paragraph 13; and
  - (b) by HMIC, in the circumstances and according to the procedure specified in paragraph 14.
13. The Commissioner may reduce, enlarge or alter the specification of the inspection:
  - (a) upon not less than 60 days notice in writing, given in advance to HMIC; and
  - (b) only with the agreement of HMIC, including as to the additional time which HMIC estimates is likely to be required to complete the inspection and any additional costs which must be paid by the Commissioner as a result of the enlargement, reduction or alteration.
14. HMIC may reduce, enlarge or alter the specification of the inspection:
  - (a) if:
    - (i) information is received by HMIC in the course of the inspection or otherwise which, in HMIC's opinion, renders a reduction, enlargement or alteration necessary or expedient; or
    - (ii) the capability or capacity of HMIC to carry out the inspection has been adversely affected, including by the intervention or operation of any fact or circumstance beyond the control of HMIC (including any failure on the part of the Commissioner or any person of the kind referred to in paragraph 3 to provide information, assistance or co-operation);
  - (b) upon such notice as HMIC reasonably estimates to be appropriate in the circumstances; and
  - (c) with the agreement of the Commissioner to the additional costs (if any) which must be paid by the Commissioner for the inspection.
15. An alteration under paragraph 14 may be an alteration as to the matters which are the subject of the inspection, or as to the time within which the inspection is to be carried out, or both.

16. No enlargement, reduction or other alteration of an inspection may be made which causes it to be other than an inspection of a police force maintained for the police area in respect of which the Commissioner is the local policing body, a particular part of the force in question, or particular activities of that force.
17. No enlargement, reduction or other alteration of an inspection, including as to the time within which it is to be completed or the costs which are to be paid in respect of it, shall be effective unless put in writing and given to the other party.

### **Non-interference**

18. The Commissioner may not in any manner or way interfere with or hinder the conduct of the inspection or the contents of HMIC's report, and shall procure, so far as he is able, that no other person does so.

### **Progress statements**

19. HMIC may, at its discretion, provide the Commissioner with statements of the progress of the inspection.

### **Draft report**

20. The Commissioner has no right of advance notice of the contents of the report.
21. HMIC may, at its discretion, provide to the Chief Constable or the Commissioner a draft of the report or of any part of the report for the purposes of verifying any statement of fact or establishing the validity of any assumption.
22. Neither the Chief Constable nor the Commissioner has any right to any such draft.

### **Publication of report**

23. As required by section 55(1) and (2) of the Police Act 1996, HMIC will publish the report in such manner as appears to HMIC to be appropriate. This includes where an inspection has been suspended or terminated by the Commissioner. HMIC will exclude from publication anything HMIC considers:
  - (a) would be against the interests of national security; or
  - (b) might jeopardise the safety of any person.

24. As required by section 55(2A) of the Police Act 1996, HMIC will disclose to the Secretary of State anything excluded from publication under paragraph 23.
25. As required by section 55(3) of the Police Act 1996, HMIC will send a copy of the published report to:
  - (a) the Secretary of State;
  - (b) the Commissioner;
  - (c) the Chief Constable; and
  - (d) the police and crime panel.

### **Suspension or termination of inspection**

26. The Commissioner is entitled to require HMIC to terminate the inspection:
  - (a) upon at least [60] days notice in writing given to HMIC; and
  - (b) upon the Commissioner paying to HMIC such costs as HMIC has or will have incurred by the effective date of termination of the inspection, and which have been incurred or may accrue as a consequence of the early termination of the inspection.
27. HMIC is entitled to suspend or terminate the inspection if:
  - (a) the Commissioner fails to pay any amount due under this document within the time specified for its payment;
  - (b) the Commissioner fails to provide or procure (as the case may be) the information, assistance or co-operation provided for in paragraphs 3 - 5; or
  - (c) the Commissioner fails to comply with any other obligation under this document.
28. If an inspection is terminated under paragraph 26:
  - a) HMIC shall be entitled, under section 54(2) of the Police Act 1996, to proceed to complete it, to such extent and within such time as HMIC shall in its discretion determine; and

b) the report of the inspection so completed, shall be a report to which paragraphs 23 – 25 apply.

### **Liability**

29. HMIC shall have no liability to the Commissioner or any other person, whether in negligence, breach of statutory duty, failure to comply with the terms of this document or otherwise, in respect of or in connection with the inspection.
30. The Commissioner shall indemnify HMIC and keep HMIC indemnified against all costs, liabilities and other obligations incurred by HMIC to or in respect of any person in respect of or in connection with the inspection, including the costs of the defence of any claim.

SIGNED on behalf of the parties as follows:

For **[NAME OF LOCAL POLICING BODY]**

By

On [date]

For **HER MAJESTY'S INSPECTORATE OF CONSTABULARY**

By

On [date]

## **SCHEDULE 1**

### **SPECIFICATION OF INSPECTION**

[Here state the scope of the inspection, including the estimated time required for the completion of the work]

## SCHEDULE 2

### COSTS OF INSPECTION

The costs of the inspection specified in Schedule 1 are as follows:

[estimate of numbers of hours or days on inspection for each grade of staff]

[estimate of numbers of staff at each grade required for inspection]

[hourly or daily rates for grades of staff]

[rates for travel, accommodation and subsistence of staff on inspection]

[overhead charge]

[external expenses of the inspection (e.g. legal or economic advice)]

The costs specified in this Schedule 2 are subject to alteration by HMIC in the circumstances and according to the procedure specified in paragraphs 6-11 of this document.

#### **Table of HMIC charges in respect of inspections commissioned under Section 54(2BA), Police Act 1996**

Rates charged per day	£
Chief Superintendent	639
Superintendent	544
Chief Inspector	432

Note: Rates subject to review after 01 October 2013.