

**Dated**

**2016**

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**Collaboration Agreement  
in relation to the  
Kennelling of Police Dogs**

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- (1) THE POLICE AND CRIME COMMISSIONER FOR SOUTH WALES**
- (2) THE POLICE AND CRIME COMMISSIONER FOR GWENT**
- (3) THE CHIEF CONSTABLE OF SOUTH WALES POLICE**
- (4) THE CHIEF CONSTABLE OF GWENT POLICE**

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**IT IS HEREBY AGREED AS FOLLOWS:**

**1. Definitions**

1.1 In this Agreement the following words and expressions shall have the following meanings:

“Board Representative” means the authorised representative(s) of each party nominated to sit on the Collaboration Board.

“Chief Constable” means the Chief Constable of South Wales or Gwent respectively as set out in the recitals to this Agreement, and shall include any successors thereto whether pursuant to any legislative change or otherwise.

“Collaboration Board” means the board set up for this project and comprising the Board Representatives.

“Commencement Date” means 1<sup>st</sup> April 2016.

“Commissioner” means the Police and Crime Commissioner for South Wales or Gwent respectively as set out in the recitals to this Agreement, and shall include any successors thereto whether pursuant to any legislative change or otherwise and “Commissioners” shall be construed accordingly;

“Gwent Police” means the Police and Crime Commissioner for Gwent and/or the Chief Constable of Gwent Police (as appropriate)

“Kennelling Provision” means the provision of a joint dog kennelling facility for South Wales and Gwent Police dogs as set up under this Agreement as more particularly set out in Schedule 1 hereto.

“Policing Bodies” means a body or bodies as defined in section 102 of Police Reform and Social Responsibility Act 2011.

Between:

- (1) **THE POLICE AND CRIME COMMISSIONER FOR SOUTH WALES** of Ty Morgannwg, Police Headquarters, Cowbridge Road, Bridgend CF31 3SU;
- (2) **THE POLICE AND CRIME COMMISSIONER FOR GWENT** of Police Headquarters, Croesyceiliog, Cwmbran NP44 2XJ;
- (3) **THE CHIEF CONSTABLE OF SOUTH WALES POLICE** of Police Headquarters, Cowbridge Road, Bridgend, CF31 3SU; and
- (4) **THE CHIEF CONSTABLE OF GWENT POLICE** of Police Headquarters, Croesyceiliog, Cwmbran NP44 2XJ.

(hereinafter known as "the Parties" collectively and "Party" individually)

**WHEREAS:**

1.1 This Agreement is made with the approval of the relevant Policing Bodies pursuant to s22A of the Police Act 1996, and in furtherance of their functions under the Police Reform and Social Responsibility Act 2011 to secure co-operation with other police forces and/or Policing Bodies where it is in the interest of efficiency or effectiveness. The relevant Policing Bodies wish to collaborate in the provision of services and facilities relating to the kennelling of police dogs and this agreement is entered into to set out the terms of such collaboration.

1.2 The Chief Constables of South Wales Police and Gwent Police (hereinafter referred to collectively as the "Chief Constables") wish to collaborate in the establishment and provision of a shared dog kennelling facility. It is considered that the provision of such a joint facility will provide a more efficient and effective service across the two forces. The potential benefits of such an approach include greater resilience and flexibility of staff and resources, a reduction in the duplication of roles and/or premises, enhanced capability and capacity and financial savings.

“South Wales Police” means the Police and Crime Commissioner for South Wales and/or the Chief Constable of South Wales Police (as appropriate)

- 1.2 References to recitals clauses and schedules are references to recitals and clauses of and schedules to this Agreement;
- 1.3 A reference to any statute or statutory provision shall include any subordinate legislation made under the relevant statute or statutory provision and shall be construed as a reference to such statute, statutory provision or subordinate legislation as it may have been, or may from time to time be, amended, modified or re-enacted (with or without modification);
- 1.4 References to any gender shall include every gender, and the singular shall include the plural and vice versa.
- 1.5 References to “writing” shall include any mode of reproducing words in a legible and non-transitory form;
- 1.6 References to “Commissioner” or “Commissioners” include that Commissioner’s, or those Commissioners’, successors, including any successor or replacement bodies as required by law.
- 1.7 The schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement;
- 1.8 The recitals and headings to clauses are for convenience only and shall not affect the construction or interpretation of this Agreement.

## **2. Direction and Control**

- 2.1 The Chief Constables shall retain direction and control of their respective staff assigned to work within the Kennelling Provision but have agreed to delegate the day to day management of the Kennelling Provision and its staff to the Superintendent, Uniformed Specialists Operations, South Wales Police (or other such person as the Parties shall agree in writing from time to time).

### **3. Financial Arrangements**

- 3.1 The financial arrangements for the Kennelling Provision shall be as detailed in Schedule 1 hereto.

### **4. Property, Equipment, Systems and Assets.**

- 4.1 Any property owned by a Party which is used for the purposes of the Kennelling Provision shall be provided by the said Party for the benefit of the Kennelling Provision only. No right title or interest to such property shall accrue to the other Parties as a result of such use. The Party using the same shall (and shall ensure that its personnel) adhere to any policies and procedures of the providing party which relate to the use of the same.
- 4.2 Any equipment or other assets owned by a Party which is used for the benefit of the Kennelling Provision shall be deemed to be provided by such Party, and risk and title to the same shall remain with the providing party. No right title or interest to such equipment or assets shall accrue to the other parties as a result of such use. The Party using the same shall (and shall ensure that its personnel) adhere to any policies and procedures of the providing party which relate to the use of the same.
- 4.3 Any computer systems owned by a Party which are used for the benefit of the benefit of the Kennelling Provision shall be deemed to be provided by such Party, and risk and title to the same shall remain with the providing party. No right title or interest to such systems shall accrue to the other parties as a result of such use. The Party using the same shall (and shall ensure that its personnel) adhere to any policies and procedures of the providing party which relate to the use of the same.

### **5. Employment Issues**

- 5.1 The terms and conditions of employment of each member of staff remain those of their employing Party. Legal responsibility and employer's liability for such staff will therefore remain with their employing Party.

- 5.2 All human resources, employment and disciplinary issues relating to staff remain those of the employing Party.

## **6. Management of the Collaboration**

- 6.1 The day to day management of the Kennelling Provision shall be undertaken in accordance with the principles set out in Schedule 1 hereto.

## **7. Rights of Third Parties**

- 7.1 This Agreement shall not create any rights for the benefit of or be enforceable by any person not a party to this Agreement.

## **8. Data Protection and Freedom of Information**

- 8.1 Notwithstanding anything to the contrary implied in any documents or negotiations leading to the formation of this Agreement, the Parties acknowledge that they are subject to the Freedom of Information Act 2000 and its attendant codes of practice.
- 8.2 Nothing contained in this Agreement shall prevent the Parties from disclosing and/or publishing under the provisions of the Data Protection Act 1998 and/or Freedom of Information Act 2000 any term or condition or information contained in or relating to this Agreement
- 8.3 The Parties will co-operate in connection with the supply to one another of all necessary information and documentation required in connection with any request received by either party under the Data Protection Act 1998 and/or Freedom of Information Act 2000.

## **9. Liability and Indemnities**

- 9.1 The Parties agree to assist each other in any way that may be reasonably necessary to enable the other to defend any actions, claims, demands, costs, charges and expenses made against them arising out of any alleged breach of any tort or other civil liability and or breach of any obligation under this Agreement.

9.2 The Parties shall indemnify each other against all actions, claims, demands, costs, charges and expenses made by any person arising from the indemnifying Party's wilful default, gross negligence, and gross misconduct, persistent breach of law or duty or substantial persistent failure to carry out it's obligations under this Agreement.

## **10. Disputes and Arbitration**

10.1 Any dispute between the Parties arising out of or in connection with this Agreement will in the first instance be the subject of negotiation between the Parties. If the dispute is not resolved it shall be referred to the Collaboration Board who may refer it to its respective Chief Officers for resolution, and (in the event of a failure thereafter to reach resolution) to an arbitrator to be appointed under the Arbitration Act 1996.

10.2 The cost of such arbitration shall be borne equally between the Parties.

10.3 Nothing in this Clause shall restrict at any time (while the above dispute resolution procedure is in progress or before it is invoked) the freedom of any Party to commence or defend legal proceedings to preserve a legal right or remedy pending the outcome of the dispute.

## **11. Review of Agreement**

11.1 This Agreement shall (provided that it is not terminated in accordance with clause 12 below) be reviewed by the Parties on the 1<sup>st</sup> anniversary of the Commencement Date and each subsequent anniversary thereafter. For the avoidance of doubt, time shall not be of the essence.

## **12. Termination**

12.1 This Agreement shall continue in effect until 31<sup>st</sup> March 2019 unless otherwise terminated in accordance with the provision of this Clause 12.

12.2 Without prejudice to the provisions of clause 12.1 above, this Agreement shall determine:



(a) On a Party providing the others with one month's prior written notice to determine the Agreement.

(b) Immediately following a breach of any terms of the Agreement by either Party.

12.3 In the event of termination in accordance with clause 12.2 any costs associated with and occasioned by termination of the Agreement shall be borne equally between the Parties or according to such other proportion as may be agreed between them.

12.4 The determination or variation of this Agreement shall not prejudice or affect any right of action or any other remedy which either South Wales Police or Gwent Police is entitled to exercise whether pursuant to this Agreement or otherwise.

### **13. Variation**

13.1 This Agreement may be varied at any time provided that such variation is agreed by the Parties and is evidenced in writing and signed by each Party.

### **14. Successor Body**

14.1. Any change in the constitution of either Party or their absorption in or amalgamation with any other person or the acquisition of all or part of their respective undertakings by any other person shall not affect the validity of this Agreement and shall not in any way prejudice or affect such party's rights hereunder. In the event of the same the Agreement shall bind and inure to the benefit of any successor body to such party.

### **15. Severability**

15.1 Each of the provisions of the Agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity legality and enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.

15.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, the Parties shall immediately commence good faith negotiations to remedy such invalidity.

**16. Governing Law**

16.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Parties hereby irrevocably submit to the jurisdiction of the courts of England and Wales.

**IN WITNESS** whereof the parties have signed below on the date indicated:

## **SCHEDULE 1 – THE KENNELING PROVISION**

The Parties to the following:

1. Gwent Police officers will be responsible for making contact with the Dog Training Sergeant in South Wales Police (or in his absence, his Deputy) to arrange kennelling for their dogs.
2. Notwithstanding paragraph 1 above, emergency arrangements can be made by Gwent Police via the 'on duty' Central South Dog Handlers (via the Public Service Centre, South Wales Police or such other contact as notified by South Wales Police).
3. In the event that South Wales Police kennels reach saturation levels then Gwent dogs will be taken to, or will be transferred to, a local private kennel at the expense of Gwent Police.
4. Notwithstanding paragraph (3) above, South Wales Police may determine (in its absolute discretion) that it may be more suitable for South Wales specialist dogs to be transferred to private kennels in order to allow Gwent general purpose dogs to be accommodated. In the event that such decision is taken, the cost of kennelling the South Wales Police dogs will be borne by Gwent Police.
5. A weekly charge of £10 will be made for each Gwent dog (which will reimburse South Wales Police for utilities). It is agreed that Gwent Police will pay in full even if a full week's kennelling is not taken.

Without prejudice to paragraph 20 below, both parties agree that South Wales Police may (in any event) in its absolute discretion increase this cost during the term of this Agreement so as to ensure that there is no cost to the public purse of South Wales Police.

This amount will be invoiced monthly in arrears and Gwent Police agree to pay such invoices in full within 14 days of receipt of invoice.

6. Dog food and any other sundry items which South Wales Police (in its absolute discretion) determine are needed to ensure the welfare of the Gwent Police dogs will be charged to Gwent Police (and will be included as additional items in the invoice referred to in paragraph 5 above). For ease of administration, it is agreed that Royal Canin food will be utilised for all dogs.

Dog food will be charged on a weekly basis irrespective of whether the dog remains for such period, and the weekly charge for the same will be £20. As specified in paragraph 5 above, and without prejudice to paragraph 20 below South Wales Police also reserve the right to increase such weekly charge during the term of this Agreement so as to ensure that there is no cost to the public purse of South Wales Police, and Gwent Police agree to pay such increased cost.

7. South Wales Police agree that any Gwent Police dog that has special dietary needs can be accommodated, however, it is the responsibility of Gwent Police to identify this issue in advance in order that the correct food can be purchased and made available.
8. South Wales Police will make every effort to utilise Gwent's contracted veterinary service, however, in the interest of animal welfare, should an urgent need develop then a local veterinary practise will be utilised by South Wales Police, such costs to be reimbursed by Gwent Police.
9. Gwent Police will be responsible for transporting their dogs to and from the South Wales Police kennels and to the veterinary practises in Gwent that are contracted to supply such a service.
10. South Wales Police accept that the Gwent Lay Visitor Scheme is welcome to attend the Waterton complex at South Wales Police Headquarters, Bridgend ("Waterton") in order to inspect their animals.
11. It is a requirement that Gwent Police provide South Wales Police with the chip numbers for all of Gwent's dogs.
12. Whilst Gwent Police dogs are kennelled at Waterton (or at any other premises owned or utilised by South Wales Police), it is agreed that

they will be available for inspection by the South Wales Police Lay Visitor Scheme.

13. Gwent Police give authority for work experience individuals, members of the Shaw Trust and members' of other similar associations to exercise their dogs within the Waterton complex subject to confirmation by kennelling staff that the process has been risk assessed.
14. As Waterton is a 'mandatory hearing protection area', Gwent Police officers and Lay Visitors shall utilise the ear defenders provided by South Wales Police.
15. Gwent Police shall supply a full-time animal welfare officer to Waterton, and this individual will undertake shift and weekend work in line with the shift and weekend work pattern undertaken by South Wales personnel. Alternatively, South Wales Police shall recruit such an individual to perform this role and in such event, Gwent Police agree that all costs arising in connection with the employment of such member of staff shall be paid in full by Gwent Police (including without limitation any costs associated with recruitment, training, salary, pension, holiday pay, sick pay, shift allowance, weekend allowance and any other emoluments to which such person may be entitled). Without prejudice to the generality of the foregoing, Gwent Police confirm that in the event that this Agreement is terminated, they shall fully indemnify South Wales Police for any costs associated with the termination of such welfare officer's employment howsoever arising and in relation to any potential claim which such person may pursue in the event of termination of such employment.
16. South Wales Police reserves the right to decline acceptance of a particular dog in the event that it is suffering from illness or exhibiting signs of same. The decision of the South Wales Police officers and kennelling staff in this matter is final.
17. Any dog accepted by South Wales Police which is on medication must arrive together with sufficient treatment for the duration of its stay (provided by Gwent Police). In the event of failure to do so, arrangements must be made by Gwent Police for replenishment as necessary.

18. The Parties acknowledge and agree that the kennelling arrangements to be provided by South Wales Police shall be restricted to the welfare needs of the dogs and shall not include any training or development. In the event that this becomes a requirement of Gwent Police, this issue will become the subject of separate arrangements.
  
19. South Wales Police shall not be responsible for any illness, ailment or death of any Gwent Police dog whilst in South Wales Police's care (whether at the Waterton complex, whilst being transported to another location or otherwise).
  
20. All charges specified herein (including without limitation in paragraphs 5, and 6 above) may be increased annually on the anniversary of the Commencement date insofar as Gwent Police agrees that such charges may be increased in accordance with any percentage increase in the General Index of Retail Prices.

**Signed by the Chief Constable  
of South Wales Police**

In the presence of:

**Signed for and on behalf of  
the Police and Crime Commissioner  
for South Wales**

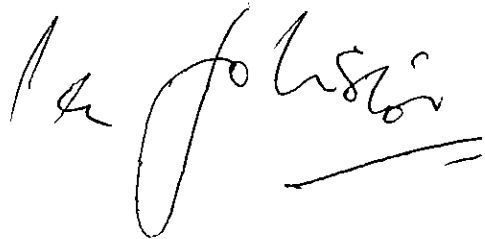
in the presence of:

**Signed by the Chief Constable  
of Gwent Police**

In the presence of:

**Signed for and on behalf of  
the Police and Crime Commissioner  
for Gwent**

in the presence of:

Handwritten signature of Siân Cwllwyn in cursive script.Handwritten signature of the Police and Crime Commissioner for Gwent in cursive script.

