

## Appendix A – Memorandum of Understanding

### PARTIES

**THE COMMISSIONER OF POLICE FOR THE METROPOLIS (Metropolitan Police Service) ('MPS');** and

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAVERING** of Havering Town Hall, Main Road, Romford, Essex RM1 3BB ('LBH').

### BACKGROUND

The MPS and LBH have agreed to work together on the provision of Community Contact Sessions for the Wards.

The parties wish to record the basis upon which they will collaborate with each other on the provision of these Community Contact Sessions.

### DEFINITIONS

The following definitions apply in this Memorandum:

**Building** : the former Hornchurch Police Station, Station Lane, Hornchurch RM12 6NA;

**Community Contact Session** : a session attended by a Dedicated Ward Officer as an opportunity for members of the community who prefer face-to-face contact to speak to a Dedicated Ward Officer, and at which they will be able to report crime, receive crime prevention advice or be directed to other MPS services, or those offered by partner agencies;

**Dedicated Officer Ward** : a police officer, allocated by or on behalf of the MPS dedicated to one or more of the Wards;

**Lease** : a lease of part of the property to be completed pursuant to the Option Agreement, and made between (1) LBH and (2) MOPAC;

**MOPAC** : The Mayor's Office For Policing And Crime

**Option Agreement** : an option agreement relating to land comprising the former Hornchurch Police Station, Station Lane, Hornchurch RM12 6NA dated the same date as this memorandum and made between (1) MOPAC and (2) LBH

**Replacement Lease** : any new lease of alternative premises granted by LBH to MOPAC pursuant to clause 33 of

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	the Lease;
<b>Transfer</b>	: the transfer of land comprising the former Hornchurch Police Station, Station Lane, Hornchurch RM12 6NA completed pursuant to the Option Agreement and made between (1) MOPAC and (2) LBH
<b>Trigger Date</b>	: the date upon which both the Transfer and the Lease have been completed;
<b>Wards</b>	: means the wards of:-  (a) St. Andrew's;  (b) Hacton; and  (c) Emerson Park  in the London Borough of Havering.

### **COMMENCEMENT**

Clause 3 to clause 7 (inclusive) of this Memorandum take effect only with effect from the Trigger Date.

### **COMMUNITY CONTACT SESSIONS**

(Subject to clause 2, clause 5 and clause 6 of this Memorandum) the MPS will provide a Dedicated Ward Officer for not less than three (3) hours each week to facilitate Community Contact Sessions for the Wards.

MPS will use the premises demised by the Lease (and the premises demised by any Replacement Lease) as a hub for the Dedicated Ward Officers from which to start and finish their daily patrols in any of the Wards.

### **LOCATION OF COMMUNITY CONTACT SESSIONS**

This clause 4 is subject to clause 2 of this Memorandum.

The Community Contact Sessions will be held:-

at the Building; or

at another suitable location (within the Wards) as the MPS may request and LBH approves such approval (not to be unreasonably withheld or delayed).

In no event, however, will the Community Contact Sessions be held within the premises demised by the Lease (or by any Replacement Lease).

LBH will provide (at its own cost) provide such services to the Building as MPS reasonably requests, to facilitate the holding of Community Contact Sessions at the Building.

## **MPS' STATUTORY DUTIES**

This clause 5 is subject to clause 2 of this Memorandum.

LBH acknowledges that MOPAC has statutory obligations and duties with which it must comply, including a duty to secure that the MPS is efficient and effective.

This Memorandum, and the MPS' obligations under it, are at all times subject to those obligations and duties and (notwithstanding any obligation in this Memorandum) nothing in this Memorandum fetters, restricts or qualifies the provision by the MPS of effective and efficient policing.

This includes (without limitation):-

the ability of the MPS to deploy or redeploy its staff or police officers to meet operational requirements (by way of example only, and without limitation, at New Year's Eve or during the Notting Hill Carnival);

any change in the model for the delivery of policing within the Metropolitan Police District;

any other operational reason or requirement which will or may adversely affect the ability of the MPS to provide a Dedicated Ward Officer pursuant to clause 3 of this Memorandum.

## **ATTENDANCE AT COMMUNITY CONTACT SESSIONS**

(Subject to clause 2 of this Memorandum) if attendance by the community at a Community Contact Session is such that it is not an effective or efficient use of police time for a Dedicated Ward Officer to be present at the agreed location for the Community Contact Session then:-

the MPS shall not be under an obligation to procure that the Dedicated Ward Officer remains at that location;

if this is a regular occurrence, the MPS and LBH shall work together to:-

identify an alternative location within the Wards for Community Contact Sessions to be held; or

(if either the MPS or LBH reasonably believes that the format of the Community Contact Sessions themselves is at fault) agree and implement an alternative method of achieving face-to-face contact for the community with the MPS.

## **ESCALATION**

1.1 This clause 7 is subject to clause 2 of this Memorandum.

If either party has any issues, concerns or complaints about any matter arising from this Memorandum, that party shall notify the other party, and the parties shall then seek to resolve the issue by a process of consultation.

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If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to (in the case of the MPS) the local Borough Commander for the time being and (in the case of LBH) the Chief Executive for the time being of LBH who shall decide on the appropriate course of action to take.

### **TERM AND TERMINATION**

The Memorandum shall end on the first to occur of the following dates:-

the latest to occur of:-

the date of expiry of the contractual term granted by the Lease; and

the date of expiry of the contractual term granted by any Replacement Lease

(if LBH fails to serve an Option Notice in accordance with the Option Agreement prior to expiry of the Option Period) upon the date of expiry of the Option Period;

upon the date of service of written notice served by the MPS on LBH if the MPS decides (acting reasonably) that the MPS has no further operational requirement for the Community Contact Sessions;

the expiry of at least one (1) calendar month's (but not more than two (2) calendar months') service of written notice by either party on the other.

### **COSTS**

Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this Memorandum.

### **STATUS**

This Memorandum is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this Memorandum. The parties enter into the Memorandum intending to honour all their respective obligations.

Nothing in this Memorandum is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

### **GOVERNING LAW AND JURISDICTION**

This Memorandum shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in clause 6, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.