

AGREEMENT FOR THE PROVISION OF LEGAL SERVICES

BETWEEN:

(1) THE POLICE AND CRIME COMMISSIONER FOR WEST YORKSHIRE

and

**(2) THE POLICE AND CRIME COMMISSIONER FOR SOUTH YORKSHIRE
AND THE POLICE AND CRIME COMMISSIONER FOR HUMBERSIDE**

This Agreement is made the day of 2019

BETWEEN

- (1) **THE POLICE AND CRIME COMMISSIONER FOR WEST YORKSHIRE** of 62 George Street, Wakefield, WF1 1DL (“the WYPCC”)
- (2) **THE POLICE AND CRIME COMMISSIONER FOR SOUTH YORKSHIRE** of South Yorkshire Police Headquarters, Carbrook House, Carbrook Hall Road, Sheffield, S9 2EH and **THE POLICE AND CRIME COMMISSIONER FOR HUMBERSIDE** of The Lawns, Harland Way, Cottingham HU16 5SN (together “the Clients”)

each hereinafter a “Party” and together the “Parties”

1. INTRODUCTION

- 1.1 The Clients wish to receive general commercial, procurement and property legal advice and support from Legal Services at West Yorkshire Police (“WYP Legal”). The Solicitors have the skills, background and experience to provide such employment advice and are employed by the WYPCC.
- 1.2 WYPCC is willing to allow the Solicitors to advise the Clients on the basis of the terms of this agreement.
- 1.3 The Parties consider that this Agreement is compliant with the Waiver granted on the 5th May 2017 by the Solicitors Regulation Authority pursuant to 1.1 (e) of the Solicitors Practice Framework Rules 2011.
- 1.4 This Agreement sets out the Parties’ respective roles and responsibilities in relation to the provision of such support.

2. DEFINITIONS

- 2.1 “Agreement” means this Agreement and the Appendix to it.
- 2.2 “External Advisors” means external solicitors, counsel, expert witnesses or any other specialist agreed by the Parties to be necessary in the performance of the Services.
- 2.3 “Fees” means the fees as calculated and set out in the clause 4.
- 2.4 “Services” means the general commercial, procurement and property legal advice and support to be provided by the Solicitors to the Clients pursuant to this Agreement.
- 2.5 “Solicitors” means the commercial law solicitors working in Legal Services and employed by the WYPCC.

3. THE SERVICES

- 3.1 The Services will be provided to the Clients in consideration for the Clients paying the Fees to WYPCC.
- 3.2 The Services may only be commissioned by employees of the Clients’ regional procurement team in accordance with instructions from the Director for and/or Head of Regional Procurement and Legal Departments and it will be at the entire discretion of the Head of WYP Legal whether such work will be undertaken, such decision will be final and will depend

on the Solicitors' capacity which will at all times be consistent with West Yorkshire Police's needs, which take precedence at all times and as such remain paramount but having regard to that it has been agreed between the Parties that the Solicitors will so far as possible specifically spend on average 10 hours per week advising and supporting the regional procurement team.

- 3.3 The Services will be performed by one of the two Solicitors as chosen by the Head of WYP Legal as most appropriate for a specific matter. The Solicitors may consult with an External Advisor if they deem this to be necessary at an additional cost to the Clients, provided that the Solicitors have first obtained the written consent of the Clients to the retention of such External Advisors.
- 3.4 The Services will be provided by the Solicitors and will relate solely to legal advice and assistance in relation to matters raised but will not include any attendances at meetings outside of the Solicitors' normal place of business. The Solicitor will retain all paperwork in connection with the performance of the Services unless specifically requested otherwise by the Clients.
- 3.5 The Solicitors will maintain their normal place of business at Legal Services, 10-12 Laburnum Road, Wakefield WF1 3QP and there will be no obligation upon the Solicitors to spend specific or regular periods of time in the offices of the Clients.
- 3.6 In providing the Services, the Solicitors will exercise appropriate levels of skill, diligence, professionalism and expedition and shall at all times act in good faith in discharging the obligations imposed by this Agreement.
- 3.7 Requests for the provision of the Service will be in writing save that in urgent cases requests may be verbal but will be confirmed in writing as soon as practicable.
- 3.8 The Services will be provided by the Solicitors subject to the requirements and obligations of the Law Society and Solicitors Regulations which may limit or override any provision of this Agreement or the advice requested or anything else agreed by the Parties.
- 3.9 The Services call for the provision of opinions and advice and assistance and the Parties acknowledge and agree that the Solicitors may give an opinion or an interpretation on a set of facts or an issue provided by the Clients which is fully in accord with its obligations under this Agreement and in accordance with his/her obligations as a member of the Law Society but another member of the Law Society may give a different opinion or interpretation on the same facts or issue.
- 3.10 The Solicitors shall not be responsible for the work of any External Advisor and the Parties acknowledge and agree that some External Advisors have their own terms and conditions on which they operate and which are more restrictive than the provisions in this Agreement. Where the terms and conditions of an External Advisor are more restrictive or exclusory than the provisions of this Agreement, the Parties agree that work provided by an External Advisor will be governed by the terms and conditions of the External Adviser rather than the provisions of this Agreement.

4. FEES

- 4.1 The Parties' regional procurement team will pay £25636.00 per annum for the legal procurement support provided in accordance with this Agreement. The Parties agree that this is to cover the average of 10 hours a week the Solicitors spend on advising and supporting the team on regional matters only, any force specific work being directed to the

- 7.5 This Agreement may be terminated on no less than one month's written notice given on any day by any of the Parties. Notwithstanding the giving of such notice the Parties shall remain liable during any period of notice and thereafter to discharge their respective obligations under this Agreement and, on termination of this Agreement, the Client shall pay for all Services provided up to the date of termination.
- 7.6 In the event that this Agreement is terminated and not replaced by a further Agreement providing for the continuation of the Services then responsibility held by the Solicitors for any ongoing legal matters in respect of which the Solicitors have been instructed by the Clients will cease upon the date of termination.
- 7.7 The Parties shall act in good faith in making appropriate arrangements in order to give effect to any termination of this Agreement and shall provide each other with all reasonable assistance to facilitate a smooth dissolution of this Agreement to ensure continuity of the provision of legal support to the Clients.

8. CONFLICTS OF INTERESTS

- 8.1 The Parties recognise that there is potential for conflicts of interest between them in circumstances in which they share the provision of legal support. This clause sets out the manner in which such conflicts will be managed under this Agreement in order to provide an appropriate audit trail which will withstand scrutiny by the Parties, their insurers and, where appropriate, the Solicitors' Regulation Authority.
- 8.2 It is the professional duty of the Solicitors to identify and deal with potential or actual conflicts of interest in accordance with the Solicitors' Regulation Authority publication "The Solicitors Code of Conduct 2011" (the Code) or any amendment or variation thereof.
- 8.3 The principle contained within Chapter 3 of the Code is that lawyers can never act where there is a conflict or a significant risk of conflict between the lawyer and his or her client or a significant risk of conflict between the lawyer's clients.
- 8.4 A conflict may therefore arise if:
- 8.4.1 The lawyer owes separate duties to act in the best interests of two (or more) clients in relation to the same or related matters and those duties conflict or there is a significant risk that those duties may conflict; or
 - 8.4.2 The lawyer's duty to act in the best interests of his or her client in relation to a matter conflicts or there is a significant risk that it may conflict with the lawyer's own interest in relation to that or a related matter.
- 8.5 If any matter arises in which the Solicitors consider that there is an actual or possible conflict of interest in a matter of which the Solicitors have care and conduct then it will be the duty of the Solicitors to report that matter to the Head of WYP Legal and/or the Director of Regional Procurement and/or Head of the Client's legal department at the earliest opportunity: for the avoidance of doubt if the Solicitors have the slightest doubt about the possibility of a conflict of interest or a possible conflict of interest in the matter must be referred in accordance with this provision.
- 8.6 If the Head of WYP Legal, the Director of Regional Procurement and Head of the Client's legal department are notified of an actual or possible conflict of interest in accordance with this provision then they shall consult with each other and act in good faith to agree a resolution which may involve one or more of the Parties thereafter seeking independent representation.

9. CONFIDENTIALITY

- 9.1 Protection of confidential information is a fundamental feature of the relationship between a solicitor and client. The duty exists as a concept both as a matter of law and as a matter of conduct and will continue beyond the termination of this Agreement.
- 9.2 The Solicitors will have a duty of confidentiality to the Clients.
- 9.3 The Solicitors will keep the affairs of each Client confidential unless disclosure is required or permitted by law or has the consent of the relevant Client.
- 9.4 In circumstances in which the duty of confidentiality to one Party comes into conflict with any duty of disclosure which the Solicitors may have to the other Party then the duty of confidentiality will take precedence.
- 9.5 The Solicitors will not act for one Client where that Client has an interest adverse to the another Party on whose behalf the Solicitors holds confidential information which is material to the first Client's matter unless the other Party gives informed consent for waiver of confidentiality or the confidential information can be protected by use of appropriate safeguarding.

10. INFORMATION MANAGEMENT

- 10.1 The parties shall share information where appropriate to fulfil the purposes of this Agreement.
- 10.2 For the purposes of the Data Protection Act 2018 each Party remains the Data Controller for any personal information recorded (in whatever format) or in any information system under that Party's control.
- 10.3 Any requests received under the Freedom of Information Act 2000 (FOIA) by any party which relate to or touch upon the subject matter of this Agreement should be brought to the attention of the other Party where necessary as soon as practicable and at the request of the party in receipt of the FOIA request the other Party will offer all reasonable assistance in responding to such a request or any subsequent compliance requirement.

10. TRANSPARENCY

This Agreement is not confidential and may be published at the discretion of the Parties in whole or in summary, pursuant to section 23 E of the Police Act 1996.

11. GOVERNING LAW AND JURISDICTION

This Agreement is subject to the law of England and Wales

12. THIRD PARTIES

- 12.1 Except as expressly provided in clause 12.2 below, a person who is not party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.
- 12.2 The Chief Constable for West Yorkshire Police, the Chief Constable for South Yorkshire Police and the Chief Constable for Humberside Police also have the benefit of this Contract and are able to enforce the other Party's obligations set out in the Contract as applicable.
- 12.3 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to any other Party.

13. AGREEMENT FINAL AND COMPLETE

This Agreement contains the entire agreement between the parties and supersedes all prior agreements and understandings whether written or oral pertaining to its subject matter. The Parties acknowledge that representations or promises which are not expressly contained in this Agreement shall not form part of this Agreement.

14. ASSIGNMENT

The rights benefits and obligations of any Party in this Agreement shall not be assigned by it to any third party either in part or in whole at any time.

15. NO PARTNERSHIP

This Agreement shall not be deemed to constitute to constitute a partnership or a joint venture between the parties.

SIGNED FOR AND ON BEHALF OF THE POLICE AND CRIME COMMISSIONER FOR WEST YORKSHIRE

SIGNATURE:

NAME:

POSITION:

DATE:

SIGNED ON BEHALF OF THE POLICE AND CRIME COMMISSIONER FOR SOUTH YORKSHIRE

SIGNATURE:

NAME:

POSITION:

DATE:

SIGNED ON BEHALF OF THE POLICE AND CRIME COMMISSIONER FOR HUMBERSIDE

SIGNATURE: 

NAME: *K. HUNTER.*

POSITION: *PCC.*

DATE: *27-11-19.*

