

## Appendix 2

### Appointment of Assistant Police and Crime Commissioners and Non-executive Board members

#### Summary of proposed terms and conditions of appointment

1. Terms and conditions of appointment:-
  - a) Appointees will not be employees or members of staff of the PCC and will be engaged under a contract for services. The applicant must acknowledge that there is no contract of employment with the PCC.
  - b) Appointees will be required to provide the contracted services with due care, skill and to act in the best interests of the PCC in accordance with the directions and powers of the PCC.
  - c) Qualification provisions – applicants must:-
    - a. Be over 18 years of age;
    - b. Be resident in the West Midlands County;
    - c. Not be a serving police officer or employed police staff;
    - d. Not be subject to a bankruptcy or debt relief order or restriction;
    - e. Not be subject to disqualification as a company director;
    - f. Not within 5 years prior to the date of the application have been convicted in the UK, the Channel Islands or the Isle of Man of an offence and has had passed a sentence of imprisonment (whether suspended or not) for a period of not less than three months. (Full disclosure of previous convictions will be required.)
    - g. Satisfy the citizenship condition as set out in Section 68 of the Police Reform and Social Responsibility Act 2011.
  - d) Appointees will be responsible for payment of income tax and national insurance.
  - e) Any claims made against the PCC in respect of services provided to the PCC under the contract for services shall be the responsibility of the appointee. This includes any claims for tax and national insurance liabilities. Appointees will be required to indemnify the PCC in respect of any liability, costs and expenses.
  - f) Appointees will be required to have indemnity insurance in respect of public liability and negligence in undertaking duties (appointees will however be indemnified when acting under delegation from the PCC and carrying out PCC duties and functions in good faith).
  - g) Appointees will be contracted for the duration of the PCC's terms of office and appointments will terminate in the event of the PCC ceasing to hold office for any reason or in the event of the PCC giving notice of removal
  - h) Appointments will be made to an individual person only and not to a corporate body and accordingly any fees will only be payable to the individual appointed.

- i) The appointee will not be permitted under any circumstances to sub-contract the work involved in the appointment. Any additional work required by a third party will be subject to separate contractual arrangements undertaken through the PCC's office.
- j) Notice of removal may take effect at any time and no period of notice will be required.
- k) There will be no obligation on the PCC to pay any fees or damages in the event of termination in respect of early termination except fees payable to the date of termination only.
- l) Fees – will be paid gross on the first day of each month without any element of gratuity or additional fee on delivery of an invoice from the appointee. If the appointee is registered for VAT, VAT shall be charged at the prevailing rate.
- m) Expenses will be paid for reasonable travelling and subsistence expenses incurred in respect of business undertaken on behalf of the PCC at the same amounts as paid to the PCC. Claims must be made in accordance with any expenses scheme and must be supported by receipts and only for expenditure actually incurred.
- n) Vetting – appointees will be subject to vetting in accordance with the Vetting Policy of the PCC
- o) Conduct – appointees will be subject to the PCC's Code of Conduct and will at all times be required to conform to the principles of conduct in public life (Nolan Principles).
- p) Conflicts of interest – appointees will be required to declare pecuniary interests including detail of other paid offices held and such interests will be included in the published register of interests. Appointees will have an on-going obligation to immediately declare in writing any matter which may represent a conflict of interest between the service to be provided and other or personal interests of the appointee and to comply with such directions as may be given by the PCC in order to avoid or mitigate the effect of such a conflict of interest.
- q) Service commitment – appointees will be generally required to make themselves available for meetings and attendance at other events as required by the PCC. Failure to attend meetings may lead to termination of the contract for services.
- r) In the event of an appointee failing or being unable to provide services as required, the PCC shall be informed without delay as to the reason for the failure or inability to provide service.
- s) Appointees will be required to provide such equipment and resources as are required to effectively undertake their role. This includes office space, IT equipment (including email provisions), stationery and vehicles. The use of IT for the purpose of the provision of services will be subject to a policy which will require that any confidential or restricted information is subject to appropriate safeguards. PCC resources may be used for sending out communications in the name of the PCC in accordance with official PCC business only.

- t) Appointees are not subject to restriction on political activities but in undertaking the provision of services are required not to undertake any political activities in their own name whilst undertaking PCC business or give the impression that the resources of the PCC as local policing body are being used for party political purposes.
- u) Appointees will be required to comply with relevant policies and procedures as relate to staff.
- v) Appointees authorised to exercise delegated powers on behalf of the PCC shall be under a fiduciary duty to exercise such powers properly, in accordance with the law and professional advice of the statutory officers of the Office of the PCC.
- w) Appointees shall only have power to authorise expenditure in accordance with the authority and direction and in accordance with the policies of the PCC.
- x) Confidentiality clause – appointees will be under a duty of confidentiality to the PCC and must indemnify the PCC in respect of the consequences of any unauthorised disclosure of confidential information.
- y) Data Protection – the appointee is responsible for determining whether the requirements of the service require registration as a data controller.
- z) Freedom of Information – appointees have an obligation to ensure that the PCC is able to comply with the requirements of the Freedom of Information Act 2000.
- aa) Ownership of material – all material produced under the contract is to be owned by PCC and shall not to be re-used for any purpose other than in connection with the PCC's functions without the consent of the PCC.
- bb) The appointee will be required and be under a continuing duty following termination of the appointment to account for and return to the PCC all property and assets, including digital media used by the appointee in connection with the service.

