

Dated: 13 June 2022

West Yorkshire Fire and Rescue Authority

-and-

**North Yorkshire Police, Fire and Crime Commissioner Fire and
Rescue Authority**

SECONDMENT AGREEMENT

THIS AGREEMENT is made the

Between:

- (1) **West Yorkshire Fire and Rescue Authority** of Oakroyd Hall, Bradford Road, Birkenshaw, BD11 2DY (**the Employer**)
- (2) **North Yorkshire Police, Fire and Crime Commissioner Fire and Rescue Authority** of the Office of the North Yorkshire Police, Fire and Crime Commissioner, 12 Granby Road, Harrogate, North Yorkshire, HG1 4ST (**the Host**).

1. DEFINITION AND INTERPRETATION

1.1. In this Agreement the following expressions have the following meanings:

Agreement means the agreement concluded between the Host and the Employer as set out in this document including all or any other documents that are incorporated or referred to herein.

Confidential Information: information relating to the business, affairs and finances of the relevant party for the time being confidential to the relevant party and trade secrets including, without limitation, technical data and know-how relating to the business of the relevant party or any of its clients, customers, agents or management, including in particular (by way of illustration only and without limitation) details of the party's finances or strategic information.

Contract of Employment means the employment contract between the Employer and the Employee.

Employee means Mathew Walker.

Parties mean the Employer and the Host.

Secondment means the secondment of the Employee to the Host for the Secondment Period to undertake the Secondment Duties.

Secondment Duties means the duties and services to be undertaken by the Employee as Interim Deputy Chief Fire Officer, as described within the job description applicable to the role of Deputy Chief Fire Officer for the time being, which may vary from time to time in accordance with the reasonable needs of the Host.

Secondment Period means a fixed period -
From: 13 June 2022

To: 13 December 2022

(subject to extension or earlier termination as provided for below).

Statutory Payments means PAYE, Employer and Employee National Insurance contributions and any other payments as may be required by law to be made in connection with the employment of the Employee.

2. NOMINATED CONTACT OFFICERS

- 2.1. The Employer's nominated contact officer shall be Ian Brandwood. Any changes to this will be notified to the Host.
- 2.2. The Host's nominated contact officer shall be Fiona Kinnear. Any changes to this will be notified by the Host to the Employer and the Employee.

3. PURPOSE

- 3.1. The purpose of this Agreement is to describe the arrangements agreed between the Parties for the secondment of the Employee as interim Deputy Chief Fire Officer for the Secondment Period. The Employer agrees to second the Employee to the Host on a full-time basis for the Secondment Period to provide the Secondment Duties in accordance with the terms of this Agreement.
- 3.2. This Agreement sets out the obligations and understanding of the Parties and the arrangements for ensuring that these can be properly met.
- 3.3. The Employer's and the Host's nominated contact officers will use reasonable endeavours to resolve any issues relating to the management of the Employee, however, ultimate responsibility for employment related matters remains with the Employer.

4. SECONDMENT

- 4.1. During the Secondment Period:-
 - 4.1.1. The Employer shall use its reasonable endeavours to ensure that the Employee shall provide during the Secondment Period the Secondment Duties to the Host in accordance with the provisions of this Agreement whilst continuing to be employed by the Employer under the Contract of Employment. The Contract of Employment shall remain in force during the Secondment Period (subject to any right of the Employer or the Employee to terminate the Contract of Employment) and the Employee shall not be an Employee of the Host.

- 4.1.2. The Employer shall use its reasonable endeavours to ensure that the Employee shall report to and receive instruction from the Host.
- 4.1.3. The Employer shall use its reasonable endeavours to ensure that the Employee shall obey all reasonable directions given to him in respect of the Secondment Duties and will use reasonable endeavours to promote the interests of the Host.
- 4.1.4. The Host shall ensure that the Employee does not undertake regulated activity as defined by the Disclosure and Barring Service during the Secondment Period without ensuring that the Employee has the relevant and necessary clearance.
- 4.1.5. If the 3 yearly medical assessment which the Employee is required to undertake becomes due during the Secondment Period, the Employer will use its reasonable endeavours to ensure that the Employee shall undertake the medical assessment through the Host's Occupational Health Unit and the Host will facilitate this at its own cost. The Employer shall also use its reasonable endeavours to ensure that the Employee will undergo an annual fitness assessment through the Host's Occupational Health Unit and the Host will facilitate this at its own cost. All relevant information will be passed on by the Host to the Employer.
- 4.1.6. The Employer shall use its reasonable endeavours to ensure that the Employee shall notify the Host of any absence due to sickness, annual leave and other planned or unplanned leave (including but not limited to paternity/maternity/adoption or shared parental leave), but the entitlement to such leave will remain in accordance with the Contract of Employment.
- 4.1.7. The Host shall use its reasonable endeavours to ensure that the Employee also notifies the Employer of any absence due to sickness as per the Employer's Absence Management Procedure.
- 4.1.8. The Host shall provide the Employer's HR team with a monthly report confirming the dates and duration of any sickness absence, annual leave and any other planned or unplanned leave (including but not limited to paternity/maternity/adoption or shared parental leave) by the Employee. This should be emailed to such contact address as the Nominated Contact Officers shall agree.
- 4.1.9. The Host shall notify the Employer's nominated contact officer of any absence due to sickness, annual leave and other planned or unplanned leave and will take advice regarding the application of the Employer's appropriate policies.

- 4.2. The Host shall ensure that the Employee is provided with an induction programme suitable to his needs and is properly and sufficiently trained and instructed with regard to:
 - 4.2.1. the provisions of this Agreement.
 - 4.2.2. all relevant rules, policies, procedures and standards of the Host as provided by the Host and all relevant statutes and statutory instruments including those relating to fire risks, fire precautions and health and safety.
 - 4.2.3. the agreed appraisal and performance review processes as detailed in clause 4.4 below.
- 4.3. The Employee will be based at Alverton Court, Northallerton for the duration of the Secondment Period and any other reasonable locations as requested by the Host. If the Employee's base is changed at any time during the Secondment Period, the Host will notify the Employer of this change during the same month as the move occurs. This information should be emailed to such contact address as the Nominated Contact Officers shall agree.
- 4.4. The Host shall be responsible for the appraisal of the Employee during the Secondment Period under its policies and procedures and any such appraisal may be shared with the Employer on request. Such appraisal shall follow consultation as appropriate between the Employer and the Host through the nominated contact officers whereby the content of the personal development plan and any education, training and development activities should be agreed. The responsibility for any costs arising from agreed training and development activities shall be the responsibility of the Host for the duration of the Secondment Agreement.
- 4.5. During the Secondment Period, the Employee will remain subject to the Employer's policies and procedures governing the conduct, capability and behaviour of staff.
- 4.6. Any allegation of misconduct or issue relating to the capability of the Employee during the Secondment shall be referred to the Employer who shall decide what action to take in accordance with the Employer's relevant policy and procedure. The Host may reasonably be required to assist with any such procedure.
- 4.7. Any grievances by the Employee related to matters associated with this Agreement should be raised with the Host's contact officer, but should be resolved using the Employer's grievance policy. The Host shall fully cooperate with and may be asked to manage any investigation and/or grievance process alongside the Employer. The Employee will continue to have the right to use the Employer's grievance procedure in respect of grievances concerning the Contract of Employment.
- 4.8. The Host acknowledges that the secondment of the Employee is a temporary arrangement and that the Employee will return to the Employer.

5. PAYMENT FOR THE SECONDMENT DUTIES

- 5.1. During the Secondment the Employer shall continue to pay the Employee's salary and any allowances (but at the temporarily increased rate of pay provided for in clause 5.2 below), provide any benefits due to the Employee or their dependents, make any payments to third parties in relation to the Employee and make any deductions that it is required to make from the Employee's salary and other payments.
- 5.2. The Employer agrees, at the request of the Host, to pay the Employee a temporarily increased salary during the Secondment of £104,823 which includes an operational allowance, plus £353 per pay period to cover vehicle lease. This increase in salary shall not be transferrable to the Employer at the end of the Secondment. The Employee will therefore cease to be paid at that rate at the end of the Secondment and will revert to his current salary with the Employer subject to review by the Employer on an annual basis in line with the policy for the Employer's employees.
- 5.3. The Host shall pay the Employer a sum equivalent to the total amount paid by the Employer to or in respect of the Employee under the Contract of Employment and also pursuant to clause 5.2 above, which shall include, but is not limited to:
 - (a) the Employee's salary as provided in clause 5.2 above and all legitimate business expenses claimed by the Employee;
 - (b) national insurance contributions made by the Employer in relation to the Employee;
 - (c) Employer's pension contributions in respect of the Employee at whatever the relevant rate for the Employer may be from time to time.
 - (d) Vehicle lease costs as set out in clause 5.2 above.
- 5.4. Additional expenses and travel costs incurred by the Employee during the Secondment Period shall be paid in accordance with the Host's relevant policy. The Employee may claim them from the Employer. Payments will be made in addition to the Employee's salary and will be paid monthly. Details of the additional travel expenses will appear on the Employee's payslip. These expenses will be claimed back from the Host by being included in the invoices submitted under clause 5.6
- 5.5. Any excess travel expenses incurred through a change to the initial working location during the Secondment Period will be paid in accordance with the Host's work base relocation policy. These will be paid as set out in clause 5.4 above.
- 5.6. The Employer shall send the Host an invoice monthly in arrears, specifying the payment due under this Agreement in relation to the preceding month. Such invoices shall be payable by the Host within 30 days of the date of the invoice. For the avoidance of doubt, there will be no VAT chargeable in respect of the services provided and any payments made under this clause.

- 5.7 The Employee will continue to use the lease vehicle provided to them by the Employer for the duration of the secondment, with the Employer's contribution being paid by the Host as set out in clause 5.2.
- 5.8 The Host will use its reasonable endeavours to ensure that the Employee will hold the correct level of business car insurance and a valid driving licence and for this to be validated upon request from the Host.

6. TERMINATION

- 6.1. The Secondment shall automatically terminate at the end of the Secondment Period or on the termination of the Contract of Employment either by the Employee or the Employer for any reason whatsoever before the expiry of the Secondment Period.
- 6.2. Either the Employer or the Host may terminate the Secondment for whatsoever reason by giving not less than 3 months' notice in writing to the other party at any time. The period of notice may be varied by mutual agreement.
- 6.3. Upon termination of this Agreement for any reason (save where clause 6.1 applies) the Employee will return to work for the Employer.
- 6.4. When this Secondment is terminated for whatever reason, the Employer shall use its reasonable endeavours to ensure that the Employee shall return to the Host all documents, correspondence, information and property made or compiled by the Employee or delivered to the Employee during the Secondment concerning the business, finances, or affairs of the Host. For the avoidance of doubt, it is hereby declared that all property and rights in all such documents, goods or products shall at all times be vested in the Host.

7. DEFAULT

Either Party may terminate the Secondment with immediate effect if the other Party is guilty of any serious or (after warning) repeated breach of the terms of this Agreement and any delay in exercising the right to terminate shall not constitute a waiver of such rights.

8. VARIATION OF CONDITIONS OF THIS AGREEMENT

No changes or additions to the Secondment Duties or the provisions of this Agreement shall be made without the prior agreement in writing between the Parties.

9. HOLIDAYS

- 9.1. The Employee's annual leave entitlement during the Secondment Period shall be as defined in the Contract of Employment.

9.2. The Employee is expected to apply for and receive authorisation from the Host to take annual leave. The Host will notify the Employer of all dates when leave has been booked by emailing such contact address as the Nominated Contact Officers shall agree.

10. CONFIDENTIALITY

10.1 The Employer agrees as necessary to encourage the Employee to ensure that he does not:

- (a) (except in the proper course of the Secondment Duties, as required by law or as authorised by the Host) during the Secondment Period or after its termination (howsoever arising) use or communicate to any person, company or other organisation whatsoever (and shall use his best endeavours to prevent the use or communication of) any Confidential Information relating to the Host that he creates, develops, receives or obtains during the Secondment Period. This restriction does not apply to any information that is or comes into the public domain other than through the Employee's unauthorised disclosure; or
- (b) make (other than for the benefit of the Host) any record (whether on paper, computer memory, disc or otherwise) containing Confidential Information relating to the Host or use such records (or allow them to be used) other than for the benefit of the Host. All such records (and any copies of them) shall be the property of the Host and shall be handed over to **Fiona Kinnear** by the Employee on the termination of this agreement or at the request of the Host at any time during the Secondment Period.

10.2 Nothing in this agreement shall prevent the Employee from disclosing information that they are entitled to disclose under the Public Interest Disclosure Act 1998, provided that the disclosure is made in accordance with the provisions of that Act.

10.3 The Employer shall:

- (c) keep any Confidential Information relating to the Host that it obtains as a result of the Secondment secret;
- (d) not use or directly or indirectly disclose any such Confidential Information (or allow it to be used or disclosed), in whole or in part, to any person without the prior written consent of the Host;
- (e) use its reasonable endeavours to ensure that no person gets access to the Confidential Information from it, its officers, employees or agents unless authorised to do so; and

- (f) inform the Host immediately on becoming aware, or suspecting, that an unauthorised person has become aware of such Confidential Information.

10.4 The Host shall:

- (g) keep any Confidential Information relating to the Employer that it obtains as a result of the Secondment secret;
- (h) not use or directly or indirectly disclose any such Confidential Information (or allow it to be used or disclosed), in whole or in part, to any person without the prior written consent of the Employer;
- (i) use its reasonable endeavours to ensure that no person gets access to such Confidential Information from it, its officers, employees or agents unless authorised to do so; and
- (j) inform the Employer immediately on becoming aware, or suspecting, that an unauthorised person has become aware of such Confidential Information.

11. DATA PROTECTION

The Host and the Employer shall each comply with the General Data Protection Regulation 2016 and the Data Protection Act 2018 and shall protect the personal data, as defined in the said legislation, of their respective staff, clients and customers.

12. INDEMNITY AND LIABILITY

- 12.1. The Host shall take out and maintain in full force with a reputable insurance company for the Secondment Period adequate insurance cover for any loss, injury and damage caused by or to the Employee in the course of providing the Services.
- 12.2. During the Secondment Period, the Host shall fulfil all duties relating to the Employee's health, safety and welfare as if it was their employer and shall comply with the Employer's reasonable requests in connection with the Employer's duties in relation to the Employee.
- 12.3. The Host acknowledges that the Employer is not responsible for the way in which the Employee provides the Secondment Duties and waives all and any claims that it may have against the Employer arising out of any act or omission of the Employee in the course of carrying out the Secondment Duties.
- 12.4. It is agreed between the Employer and the Host that each shall indemnify the other against all and any liability, loss, costs, expenses, claims or proceedings whatsoever arising, under any statute or at common law, in respect of any injury to

any person, injury resulting in death and any loss of or damage to personal property directly related to such injury where such injury, loss or damage is caused as a direct result of the negligence of the other Party or any of the other Party's staff.

12.5. The Host will indemnify the Employer against any and all liabilities, proceedings, costs, losses, claims and demands whatsoever and howsoever arising under any statute or at common law and made against the Employer by the Employee where such claims are, in the reasonable opinion of the Employer, brought about directly or indirectly by the actions of the Host.

12.6. The Employer shall indemnify the Host fully and keep the Host indemnified fully at all times against any claim or demand by the Employee arising out of their employment by the Employer or its termination during or following the Secondment (except for any claim relating to any act or omission of the Host or its employees or agents).

12.7. The Host will indemnify and hold safe the Employee under all contracts of insurance from time to time effected by the Host to the like extent as if he were an employee of the Host

13. SEVERABILITY

If any provision of this Agreement is or becomes illegal, void or invalid, that provision shall not affect the legality and validity of any other provisions.

14. WAIVER

No waiver of any provision of this Agreement shall be effective unless the Party concerned in writing agrees it.

15. INTELLECTUAL PROPERTY

15.1. The Parties agree that any intellectual property rights including copyright connected to the provision of the Secondment Duties shall belong to the Host.

15.2. It is agreed between the Parties that the profits of any exploitation of any intellectual property rights referred to in Clause 15.1 by the Host will belong exclusively to the Host.

16. FORCE MAJEURE

No Party to this Agreement shall be liable to any other Party for any failure to perform its obligations under this Agreement where such performance is rendered impossible by circumstances beyond its control, but nothing in this Clause 16 shall limit the obligations of the Parties to use their best endeavours to fulfil their obligations under this Agreement.

17. AUDIT

Both the Employer and the Host must allow the other Party's internal and external auditors access to any and all papers relating to this Agreement for the purposes of each Party's audit.

18. APPLICABLE LAW

This Agreement shall be governed by English Law and each of the Parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

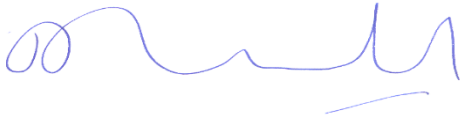
19. ENTIRE AGREEMENT AND THIRD PARTIES

19.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Secondment.

19.2 Except as expressly provided a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

This Agreement is signed by the hands of the Parties on the day and year first before written.

**Signed by and on behalf of West
Yorkshire Fire and Rescue Authority
by:**



**Ian Brandwood
Chief Employment Services Office**

Authorised Signatory

**Signed by and on behalf of North
Yorkshire Police, Fire and Crime
Commissioner Fire and Rescue
Authority by:**



**Simon Dennis
Chief Executive and Monitoring Officer**

Authorised Signatory