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Association of Chief Police Officer of England,
Wales & Northern Ireland

GUIDANCE FOR FOOTBALL DEPLOYMENT & COST RECOVERY 2010/11

Status: This newly revised Guidance document has been developed by the ACPO Uniformed Operations Business Area and it aims to present a consistent framework for the cost recovery of policing football and other sporting events. This Guidance is disclosable under the Freedom of Information Act (FOIA) 2000 and is subject to copyright.

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Cost Recovery at Football and other Sporting Events

1 Background.

The approach to the cost recovery of Special Police Services has been shaped by evolving case law over a number of years. The most recent relevant case was GMP vs. Wigan Athletic AFC in 2007 (and appeal in 2008). The following points should be considered in relation to arrangements and agreements to provide police officers and staff to support football matches and more generally, sporting events. A summary of the original case and the subsequent appeal is shown at Appendix 1 and Appendix 2. This indicates the key legal points that arise from the case and the subsequent appeal. The considerations that must follow are identified below.

2 Key Considerations.

2.1 Special Police Services are provided wholly under the powers of S25 of the Police Act 1996. There is no other way to get restitution for police expenditure in providing SPS. Accordingly, a charge for providing policing services can only be made if section 25 applies. This requires, in particular, that there has been a request for the policing services.

2.2 Section 25 provides:

“The chief officer of police of a police force may provide, at the request of any person, special police services at any premises or in any locality in the police area for which the force is maintained, subject to the payment to the police authority of charges on such scales as may be determined by that authority.”

2.2 The scope for a request being implied from the circumstances where there is no express request is limited. It is crucial that, in future, proper documentation and agreement by the parties concerned is obtained prior to the provision of any SPS. This is discussed in more detail later.

2.3 An annual Charging Agreement needs to be agreed between the club and the police to cover police services required, covering categories, defining ground and locality and anticipated charge rates. This Charging Agreement is in addition to the Statement of Intent (which covers relative responsibilities of clubs and forces regarding safety at grounds).

2.4 The policing requirement and the charging element for matches need to be explicitly stated and understood. In line with the principles identified in the original Wigan judgement, this needs to be clear in terms of both roles and the deployment of officers.

2.5 There needs to be an underlying designation of proper and adequate policing levels identified in the name of the Chief Constable to support the safety certificate requirements for a variety of events or in the case of football matches, covered by the categorisation of the match. This is important to determine the minimum staffing requirements to deal with a combination of safety and crime and disorder issues.

3 Match Categorisation

- 3.1 Matches will be categorised according to agreed rating and this will impact on the resources provided. The categories are set out below:

Match Categories

Category CS:	Club Security Only (Police Free Fixture)
Category A:	Low Risk of Disorder
Category B:	Medium Risk of Disorder
Category C:	High Risk of Disorder
Category C-IR:	Category C with Increased Risk of Disorder

- 3.2 The Chief Constable must be able to provide a consistent and coherent case for the policing requirement at various categories of matches. This should represent the policing necessary and to deal with the orderly behaviour of spectators - and therefore meet the requirements of the Safety of Sports Grounds Act 1975.
- 3.3 The categories will define the planned policing requirement for each match. Care will be needed to identify the core policing required and the other police resources that may be called upon (see below). This will reflect the Chief Constable's view regarding the policing required for a successful match.

4 Locality

- 4.1 Home Office Circular 34/2000 identified the principle that there should be full cost recovery for deployment at football matches on the private property of the club. Based on the Wigan case, it is necessary to form a clear view of locality (i.e. the area in which SPS will be provided) – based on what the club owns and/or controls for the purposes of a match. A map of the area clearly defining its “footprint” needs to be agreed. This will be specific to each ground and needs to be agreed annually as part of the annual Charging Agreement.
- 4.2 The circumstances of the Wigan case looked to the locality in the context of private property i.e. not public areas where normal policing is undertaken. The locality will include and extend to (a) private land owned by the club - ground, curtilage, car parks etc, (b) land leased or rented and (c) land and highways that the club has “control over” as part of the match day. An example is a public car park or road immediately adjoining the ground's site, which is closed for the duration of the match. In the judgment, the private nature of the premises is a relevant but not wholly decisive factor and there was recognition in Wigan that ‘if the services were actually requested in relation to the immediate surroundings then that could and would become SPS’.

- 4.3 In certain cases, clubs will control some areas of land only for certain categories of match. This is reflected in the higher risk associated typically with Category C games and above. For example, car parks that are located away from the immediate vicinity of the ground that are used by coaches of the away supporters. It is therefore feasible in such cases for there to be different footprints dependent upon the category of match.
- 4.4 The general principle is that ***SPS will be charged for the deployment of officers, at the request of the club, within the stadium and land in the vicinity of the stadium which is under the control of the club and /or where the police presence is for the benefit of the club and the purposes of the match.***
- 4.5 The Charging Agreement will set out deployments regarding staffing at the locality, including fully deployed and partially deployed officers.
- 4.6 Part of the policing requirement will be within the footprint(s) (of the ground and associated controlled areas), and part will normally be away from the ground. The force and the club should agree the nature and size of the deployments involved.
- 4.7 The total cost of policing the match will include the chargeable element - based primarily on the individual footprint(s), together with the costs of providing policing away from the locality. Forces should not attempt to recover the costs of officers deployed outside of the footprint(s), unless the specific agreement of the club is obtained. See paragraph 6.6 below.
- 4.8 There may be cases where licensed premises are located within the footprint(s). Forces should take a pragmatic approach regarding charging arrangements for officers deployed to police such premises during the relevant periods.

5 Deployments

- 5.1 It may be helpful to divide policing activity into three phases, as was the case in Wigan:

Phase one, the period from when staff have come on duty up to the start of the football match. It will include parade time, travel to collect equipment and to get to the ground, briefing of staff and preparatory work required before the match.

Phase two, The period when the match itself is being played.

Phase three, The period after the match (often commences ten minutes before the end of play) to include proper dispersal of the crowd and achieving a safe and secure locality, de briefing, travel to deposit equipment and to return to police stations

The total of phases 1-3 will identify the core-policing period and previous guidance has identified 6 hours for this. Partial deployments can cover a variety of roles for different periods but to provide a consistent and manageable approach, should be charged at 3 hours as an average.

- 5.2 The request for policing, however described, must be matched with the appropriate level of policing. As described earlier, a schedule regarding policing roles at or in the ground and locality together with the relevant annual cost recovery rates will be required as part of the Charging Agreement.
- 5.3 Guidance on suggested roles that are chargeable under SPS (and those that are not) is included at Appendix 3. Such roles will need to be identified and agreed by every force. Equally the role will vary for each different ground and then category of match. Critically, the core roles will need to be clearly identified, together with the core deployment period. Separately, where there are only partial deployments, then those periods should be governed by the circumstances of policing each match.
- 5.4 The roles identified in Appendix 3 form a set of considerations for each Commander. They are linked to policing requirements but each ground will be different. The template does not imply or require all roles to be undertaken and it is for the force to determine the roles and deployment (both core and partial) that are required to police each match.
- 5.5 It is important that there is clarity of understanding in the nature of the policing roles identified and used. Forces also need to be clear about the command structure that pertains for the match deployment. This is often but not exclusively linked to rank, but must also reflect the match category.
- 5.6 Within the roles is included that of traffic management. This role is one of managing road closures, on and off road parking and maintaining access, egress and traffic flow in key areas affected by the match. Within the footprint, including at its boundary, this can be organised by the club and supplied by a suitable provider, ranging from a 3rd party or, by agreement, the force. Where the traffic management requirement is away from the locality, it is not a chargeable element unless by prior agreement with the club. Where there is an agreement, or where the force are assisting in traffic management within the footprint, that policing resource will be chargeable but dependent upon the period that the enforcement applies. It is likely to be a partial deployment but again this depends entirely on the locality and nature of the match concerned.
- 5.7 Reserve units can be used in different ways. A reserve unit is a unit of officers that is available to provide a form of public order support. It often has a roving role which provides support within and outside the footprint. Where it is in support of SPS activity, the reserve units should be charged as a partial deployment.
- 5.8 For certain matches a Silver Commander is deployed to take overall command. Their duties are divided between the policing of SPS and non-SPS activity. As such, they have an over-arching role which they perform pursuant to public policing duties. Although they may be deployed within the footprint, their public policing duty is likely to predominate to such an extent that their deployment in most circumstances would be non-chargeable. However, in certain circumstances, it may be possible to include the Silver Commander as SPS activity as a partial deployment.

- 5.9 In certain circumstances, officers are deployed overseas to assist in the policing of European matches. Such resources may be chargeable under additional SPS where there is agreement between the club and the force.

6 Request

- 6.1 The policing requirement and the charging element need to be explicitly stated and understood as part of the overall request for services. In line with the categorisation above, the deployment arrangements need to be set out for each category of match anticipated. The operational requirement to determine this is still the responsibility of the Chief Constable.
- 6.2 The arrangements can be set in two stages. There can be an estimate of the requirement – probably based on establishing an early view of a match category when the fixture list for the season is published, followed by a more informed view closer to the match day.
- 6.3 The Charging Agreement will normally cover the identified home fixtures for the season. Inevitably this will then be required to be varied to include any additional matches – for instance cup matches for which there can be no early indication.
- 6.4 Prior to each match, but early enough to be able to redirect resources if necessary, there needs to be a meeting with representatives of the club (which may then affect the safety certificate). It will include any issues concerning updating the category or other requirements based on intelligence or other external factors. Typically this will be between 7-10 days before the match. The meeting needs to be formalised (minuted) and forwarded to the appropriate Safety Advisory Group. This may change the category of the match and needs to be recorded and agreed by the club. This is important to allow the force to assess updated intelligence and properly consider its outcome for the policing requirement. It may effectively change the nature of the request.
- 6.5 Any change will form the basis to vary the request and therefore special police services for that individual match. The Charging Agreement for the year must include the capability to be varied (by agreement between the club and the force) in such circumstances.
- 6.6 There may be, in some circumstances, additional resources that are agreed mutually between the club and the force for either an individual match or by agreement more generally. Such resources **that are accepted by both parties as providing special police services** will become chargeable for the period of time that special police services are provided. This, for example, would cover the escorting of away supporters from an agreed RVP to the footprint.
- 6.7 There is an underlying principle that matches are anticipated to be charged according to the agreed plan, but may be affected by later circumstances. Where the actual deployment changes from the estimate, then the actual deployment is what should be charged for in each individual circumstance. However, where **more** officers are used than formed the original agreed basis, then the force should obtain agreement for the additional deployment beforehand, else it risks providing any additional deployment at its own expense.

- 6.8 A deployment change should normally take place following the meeting 7-10 days prior to a match. This will enable the force to re-organise and change its deployment requirement and, if necessary, then inform the local Safety Advisory Group. In some circumstances there may be an additional update close to the staging of the match. At this point, it is important that there is a pre-arranged contact in the club that could sanction a short notice change – and therefore a change in the request to allow a change in policing deployment.
- 6.9 If there is no agreement, then the force (and the club) needs to be clear about the consequence that might then ensue. If no request is forthcoming, then the force must consider its responsibilities under the Safety of Grounds Act. If it chooses to police the event, then it does so at its own expense. It can choose not to police the event and then challenge the club's compliance with the Safety Certificate and its conditions. Both parties will need to recognise the potential impact and consequences that then follow.
- 6.10 Similarly, a change in the category i.e. a position where the club will agree to part, but not all, of the policing deployment needs careful consideration by the force. It can:
- a) not police the match and challenge the safety certificate.
 - b) police to the lower level requested, understanding that there then is a risk in providing the lower level. The locus of that risk then needs to be clearly identified to the Safety Advisory Group, together with the consequential mobilisation and other issues.
 - c) police to the newly identified level – but accept that this will mean bearing the additional cost as a force cost.
- 6.11 The number of occasions where this occurs then needs to be monitored carefully. An intelligence update can properly inform the increased (or reduced) policing requirements or, alternatively, the circumstances may not emerge in practice. Either way, the outcome will inform the basis of the following year's categorisation for matches. If the variation in request is so considerable in range or number of occurrences, then the Charging Agreement for delivering SPS is called into doubt – and the force should either seek clear assurances about mutual agreement of anticipated policing, or seek to cancel the Charging Agreement.

7 Charging for SPS

- 7.1 The charge for special police services should be calculated in line with agreed full economic cost recovery principles. This will include both a calculation of direct costs but also the addition of a contribution to force overheads.
- 7.2 It will need to take account of both the core deployed officers and the partial deployments. Current guidance identifies this as for 6 hours and 3 hours respectively. Where (in paragraph 6.6 above), additional service is agreed by both parties, then that deployment should be identified separately.
- 7.3 From paragraph 6.7, the chargeable element of the policing provided should reflect the planned deployment for each category. Where circumstances are such that either actual policing resources used are lower

than planned, or provided at a lower cost e.g. a lower rank of command is used, then the charge should be reduced to reflect actual costs involved.

- 7.4 In the case where more resources are used (paragraphs 6.6 and 6.7) then if there is an agreement and therefore a request for the additional service, then this becomes an additional charge, but without such agreement, the additional cost falls to be borne by the force.
- 7.5 There should be a separate charge for each event (match), but that would not stop individual (potentially annual) payment arrangements from being jointly agreed. This may, for instance, be to allow clubs to spread their payments evenly throughout the season. However, where there are alternative payment arrangements, then there should be a periodic reconciliation to reflect that payment has been made for the SPS provided. This should be within the extent of the period covered by the Charging Agreement, i.e. the football season "year".

8 Key Documents

- 8.1 The following shows a list of the key documents that will be required to provide a basis for policing and charging.

- 1) **The Statement of Intent** – It describes the role and responsibilities of each party in providing a safe and secure match and the primacy of control at various stages. A sample Statement of Intent is shown at Appendix 4.
- 2) **The Charging Agreement** - this should include:
 - a) A request for special police services under S25.
 - b) The fixture list of matches for the season
 - c) An identified plan of the ground with the footprint of controlled areas clearly identified.
 - d) A schedule of planned deployments for each category of match for the ground, with standard charges for the categories.
 - e) A schedule of chargeable rates for the season.
 - f) A variation statement to include variations to categories and additional matches.
 - g) A set of key contacts for both police and the club who are authorised to deal with urgent items.

A sample Charging Agreement is shown at Appendix 5.

- 8.2 It has become important that the contact, negotiation and liaison with the organiser - in this case the club officials can be seen to be both transparent and consistent. This leads to some organised and centralised oversight of the policing arrangements to be required. This will allow the force and Authority to take policing and charging decisions safe in the knowledge that decisions are clear and consistent.

9 Other Events

- 9.1 There may be occasions when sporting or other events can also be considered for SPS charging. The method for determining and charging should be the same as those applied to football. The guidelines produced should be considered within the planning stages of individual events, with intelligence for that specific event included as part of the planning process.
- 9.2 A similar process for determining the risk and the policing requirement to mitigate that risk should apply. This should become the basis for a mutually agreed request for SPS to follow.
- 9.3 The concept of determining a locality – an agreed footprint for the event should also be able to be applied. This will enable the chargeable policing component to be determined in relation to each event.
- 9.4 The same principles for charging should be applied to all events where SPS applies. Further guidance can be found in “Paying the Bill”, the general guidance for charging for police services.

**Chief Constable of Greater Manchester Police vs. Wigan Athletic AFC LTD [2007]
EWHC 3095 (Ch)**

IN SUMMARY

Circumstances in which this matter came to the High Court are that GMP had been providing special police services at the request of WIGAN AFC. As Wigan were subsequently promoted through the leagues to the Premier League, GMP proposed an increase in charges having identified a need for an increase in policing.

Wigan did not accept those charges and offered to pay at the previous seasons' deployments. Arrears accrued as GMP continued to provide special services at the level of service they deemed appropriate for the match. Included within these charges were the costs of officers deployed within the stadium and those immediately outside.

Wigan paid some monies. GMP sued for the balance, Wigan paid under protest, and then counterclaimed for the monies that had been paid under protest. Wigan contended that GMP had not provided Special Policing Services (SPS) as they had not been agreed or requested, in their view such a request could not be implied and the policing provided could not be 'special policing' as it included services outside the stadium.

HELD

- 1) Where an event was staged at which disorder was a possibility the police could not be expected to police it as part of normal duties and it would amount to special policing services. The organiser of the event was obliged to pay for special policing even where a contract did not exist- a promise to pay could be implied.
- 2) The policing around the stadium in this case had been special services and not part of GMP's duty to provide normal policing. On the facts of the case a distinction was not drawn between those officers inside the ground and those on the surrounding land outside the stadium.
- 3) The provision of special policing under S25 was based on the relationship created by a 'request' and not on the provision of certain policing. In this case a request could be implied as Wigan could not safely stage its matches without police attendance. Wigan were not arguing that the police should not attend but about how much they should pay.
- 4) In absence of a contract GMP could recover costs on a quantum merit basis as a service had been provided and both parties had an expectation that they would be paid for and Wigan had obtained a benefit.
- 5) The amount of special policing required had to be determined on a case-by-case basis.
- 6) It is vital that police and clubs formally meet before the season to agree how policing is to be paid for. Mann J being of the view that a case of this nature should not be brought before the Courts again.
- 7) Mann J considered a sample of 7 matches out of over 40 and determined on a phase by phase basis what could and could not amount as SPS. Where it was found that officers were undertaking public policing duties not connected with SPS they could not be charged. An analysis of the approach in the case has been used to provide the following set of considerations when addressing charging for football matches.

Chief Constable of Greater Manchester v Wigan Athletic AFC LTD [2008] EWCA Civ 1449

Court of Appeal (Sir Andrew Morritt (Chancellor), Smith LJ, Maurice Kay LJ)

In the circumstances a football club had not made an implied request for special police services and was not required to pay for policing services provided over and above those which it had expressly requested.

Wigan appealed against a decision that it was obliged to pay the respondent Chief Constable for special police services provided pursuant to an implied request by it for such services. For some years W had paid for policing at its football matches. Pursuant to a certificate under the Safety of Sports Grounds Act 1975, it was required to secure at its own expense such policing as was in the opinion of the Chief Constable sufficient to ensure the orderly behaviour of spectators. As from the start of the 2003/2004 season, W was promoted to a higher division and although that meant that additional policing was required, W refused to pay any increased charges for police services.

No agreement was reached and although policing was provided at a higher level and at increased cost, W continued to pay only for policing at the levels provided in previous seasons. After two seasons the Chief Constable sought recovery of the unpaid balance of the cost of the policing actually provided, claiming that such policing constituted special policing services within the meaning of the Police Act 1996. The judge found that there had been an implied request for special police services for the purposes of s.25, and that although that did not create a statutory head of claim, the Chief Constable had a basis for recovery either in contract or in restitution. W submitted that the judge's conclusion was not one that was properly open to him in the light of his own findings of fact and the conclusion of the Court of Appeal in Reading Festival Ltd v West Yorkshire Police Authority (2006) EWCA Civ 524, (2006) 1 WLR 2005.

The principles set out in by Mann J were not challenged only the issues around whether there was an implied request which gave a basis for recovery of that debt.

HELD: (Maurice Kay LJ dissenting)

(1) The judge had been wrong to find that there had been an implied request for special police services. It was clear both from the terms of s.25 and from the decision in Reading Festival that to fall within s.25 a request had to match the special police services supplied. However, the match did not need to be exact. It was for the Chief Constable to determine the level of policing required, so if a person asked for special police services at a private event and those services were provided at the level deemed necessary by the police authority, it was no answer to the police's claim for reimbursement of the cost that the request had not specified the level of policing actually provided. Conversely, if a promoter asked for on-site policing and the police authority concluded that off-site policing was required, it could not, without more, charge the promoter for the off-site policing he did not request. The instant case lay between those two extremes.

The judge's findings of fact made it clear that W had objected to the increase in the number of officers deployed at its matches, considering that the increased manpower was not necessary. If W's objection was to the level of policing, it was impossible to infer a request for the provision of the special police services to which it objected. That was the only possible conclusion consistent with Reading Festival, Reading Festival applied.

(2) The Chief Constable was not entitled to recover the costs of providing policing by way of restitution. While it was not clear whether there had been any benefit to W in having the extra policing, it was clear that there had been no free acceptance of that higher level of policing: W was unable to reject those services unless it also rejected the services that it did want and had requested. There was no factor rendering it unjust for W to retain the benefit of the extra policing. There had been an impasse, neither party would back down, and while the police could have reduced the level of policing, for W it was all or nothing, either it accepted all the policing provided or stopped playing home matches. Given that choice, even if the extra policing was to be regarded as a benefit to W, it should not be made to pay for it.

Dissenting view (3) (Per Maurice Kay LJ). The Chief Constable was entitled to recover by way of restitution. W had benefited from the extra policing provided at the Chief Constable's expense and it would be unjust if it did not make appropriate payment for it.

No evidence had been placed before the Court that the match would not have been properly policed if it had not been for the presence of additional officers (see para. 57 *per* Lady Justice Smith).

Police roles at Football Matches

Appendix 3

Match Supervision	Comment
Bronze commander in ground Staff officer / TAC advisor Bronze commander outside ground Staff officer / TAC advisor	These posts are concerned with the immediate control of the match in the locality.

Normal Core Deployment Policing roles	Comment
Serials and supervisors CCTV control Loggists Custody officers Tunnel officers Evidence gatherers (in ground)	These roles normally support all phases of the match

Normal Partial deployment roles	Comment
Radio Controllers Football intelligence officer Mounted officers Dog handlers Reserve units in support of SPS Evidence gatherers (partly deployed) Motor cycle escort officers Traffic management officers/staff at the locality	These roles depend upon both the geography and nature of the match. The match Category will help determine the deployment requirement but this will vary between grounds and match categories.

Normal External roles	Comment
Silver commander Bronze commander away from ground Staff officer / TAC advisor away from ground Serials away from the ground Traffic management officers/staff away from ground Evidence gatherers (away from ground)	These roles will normally be away from the locality and therefore represent non chargeable policing.

Statement of Intent
Between Football Club
And
XXXXXXXXXX

This Statement of Intent does not create a legally binding contract or agreement between XXXXXXXXXXXX and.....Football Club.

The purpose of this document is to establish an agreed position as to the roles and responsibilities of XXXXXXXXXXXX and Football Club during league/cup and international games held at the Football Club, this document aims to give clarity to all parties involved in accordance with the recommendation 11 of the Final Enquiry Report of the Right Honourable Lord Justice Taylor in to the Hillsborough Disaster.

1. RESPONSIBILITIES OF THE FOOTBALL CLUB

All aspects of the running of the event are the sole responsibilities of
.....

FC. The Football Club agree to act in compliance with Home Office publications (where appropriate), The Guide to Safety at Sports Grounds 5 Edition 2008 (and any subsequent amendments), the general safety certificate, act in accordance with Football Licensing Authority guidance and in particular be responsible for:

- The overall safety of the event
- The stewarding of the event.
- All issues affecting the safety of spectators and staff at the venue including issue of monitoring to avoid overcrowding.
- All conditions as identified in the safety certificate

2. RESPONSIBILITIES OF XXXXXXXXXXXXXXXX POLICE

XXXXXXXXXX will comply with Home Office publications (where appropriate) the Core Police roles as defined by the Association of Chief Police Officers Sub - committee for public order and published in the 'Keeping the Peace' Manual.

- a) Prevention and detection of crime.
- b) Prevention or stopping of a Breach of the Peace.
- c) Traffic regulation within the legal powers provided by statute. (Which does not cater for the stopping of traffic immediately outside the event).
- d) Activation of contingency plans where there is an immediate threat to life and property, and the co-ordination of the resultant Emergency Services available.

In particular:

- The enforcement of legislation under the Sporting Events (Control of Alcohol etc) Act 1985 as amended at the entrances to the stadium.
- The enforcement of legislation under the Sporting Events (Control of Alcohol etc.) Act 1985 at sporting events on vehicles travelling to the event.
- Public order.
- Football (Offences) Act 1991; Football (Offences and Disorder) Act 1999 ; Football Spectators Act 1989 and the (Football Disorder) Act 2000 and any amendments.
- The enforcement of legislation and investigation of racially aggravated/homophobic/hate crime offences.

The deployment or use of any of these police powers being at the discretion of West Midlands Police.

3. DECISIONS AS TO PRIMACY

In the event of an incident reaching a critical stage beyond the capacity ofFC to address the situation, the protocol of XXXXXXXXXXXX having primacy (if in attendance within the ground) will be as follows;

- a) If the Safety Manager or clubs representative decides the situation is beyond the capacity of the club, the nominated club Safety Manager will

verbally inform the Bronze or Silver Commander, who will then take primacy.

Or

b) If the Bronze or Silver commander decides the situation has reached a critical stage, requiring the immediate intervention of police resources, they will verbally inform the Safety Manager that XXXXXXXXXXXX are taking primacy and employees and agents with the club will work in conjunction with and under the direction of XXXXXXXXXXXX.

In either case, the situation and circumstances will be documented in the policy log, together with the rationale behind it. These situations will be dynamic by their nature hence the need for expediency by way of verbal decision, to be formalised in writing once control of a situation has been gained.

4. VARIATION

Any variations as to the division of responsibility will be agreed in writing between the club and XXXXXXXXXXXX and will be appended to this document, signed by the same representative/authorised representative identified below.

Signed

Duly Authorised to sign for and on behalf of

FC.

Signed

XXXXXXXXXX

Operational Commander

Dated

Terms For The Request and Supply of Special Police Services
Under Section 25 Police Act 1996

I _____ duly authorised by and acting on behalf of ANY City Football Club (the Club) hereby agree to the provision of Special Police Services (SPS) at the ANY stadium and the areas delineated in red on the plan attached at Schedule 2 provided by the Chief Constable of the XXXXXXXXXXXXXXXXXXXX upon the following terms and conditions:

1. That the Chief Constable of the XXXXXXXXXXXXXXXXXXXX will provide to the Club SPS under Section 25 of the Police Act 1996 as set out in Schedule 1 of this agreement. In determining the level of SPS to be provided for a particular fixture, the parties shall have regard to the appropriate table indicated in Schedule 3, which indicates the number and level of police personnel to be allocated to the fixture and the length of time they are to be deployed at the fixture. Such police personnel shall be deployed by the Chief Constable within the area at or near the premises of the Club, being the area shown delineated in red on the attached plan at Schedule 2.
2. The Club will pay the charges as determined by the XXXXXXXXXXXXXXXXXXXX Authority which will, until further notice be at the rate per hour per rank and/or specialist function of Police Officers/Staff supplying SPS as specified in Schedule 3 to this agreement.
3. The amount of time each relevant member of the police's personnel is to be deployed at a fixture for the purposes of the relevant tables in Schedule 3 (and for the purposes of being considered SPS) shall include the following:
 - i) Travelling to the Police Command Unit where the event takes place
 - ii) Briefing instructions
 - iii) Pre-match crowd control
 - iv) The match itself and crowd dispersal
 - v) De-briefing
 - vi) Travel to home Command Unit
 - vii) Refreshment break
4. The number, rank and specialist skills of officers and the full time or part time deployment supplied to police any event listed in Schedule 4 of this document will be as determined appropriate by the Chief Constable (or his authorised representative) and with regard to the provision of the Safety Certificate issued in respect of the stadium. Schedule 4 categorises the events listed Club Security A,B, C and C-IR and indicates the 'minimum breakdown' of the number of officers Police Officers and ranks for which a charge will be made unless otherwise determined by the Chief Constable (or his authorised representative) having regard to further intelligence, any representations from the Club and other matters. It is accepted by both parties that such categorisation may where appropriate be subject to variation.

5. Payment by the Club to the Police Authority will be made within 28 days of the date of the invoice by the Police Authority. If the payment is not made within 28 days the Authority will charge interest at the rate of 3% above the lending rate of the Authority's Bankers from the date of the invoice until the date of settlement. The Authority reserves the right to commence proceedings for the recovery of any debt outstanding including unpaid interest after the end of the 28 day period for payment.
- 6.1 If the request for SPS in respect of any event specified in Schedule 4 is cancelled then provided more than 7 days written notice of cancellation is given by the club to the Police prior to the scheduled kick-off time of the event no charge will be made. If 7 days or less written notice is given prior to the scheduled kick off time then a charge of 40% will be payable. Cancellation charges arise from the Chief Constable's responsibilities under the Police Regulations 2003.
- 6.2 Where the event is abandoned after commencement the club will nevertheless be obliged to pay for the event as if it proceeded.
7. If the club requests SPS for any events which are not set out in Schedule 4 or at the times stated, including for cup ties and replays the charges imposed shall be increased by 18% if the request is made in writing to the Chief Constable 7 days or less before the event.
8. In the case of Cup ties and replays, the Club will notify the Chief Constable (or his authorised representative) in writing of the date and time of kick off of each match at the earliest opportunity.
9. Any notification of the date of any replay of any cup or other match referred to in clause 7 and 8 will only be effective notification once the match is publicly announced as a fixture.
10. If the Chief Constable subsequently agrees that SPS should not be provided for any events set out in Schedule 4 or SPS are not requested for any additional events yet to be identified e.g. cup ties, there will be no police officers deployed within the ground whatsoever. The Chief Constable shall be under no obligation to the Club whatsoever to maintain sufficient availability or have any officers on standby.
11. The Chief Constable may, on occasions where SPS are not provided deploy officer(s) inside the ground for the purpose of intelligence gathering. The Club will not be charged for the deployment of these officer(s). Any officer deployed inside the ground in these circumstances will be under no obligation whatsoever to the Club to assume responsibility for any situation that may arise during the course of the match, irrespective of whether or not it would seem the most appropriate course of action.
12. Any calls for assistance to the police, subject of clauses 10 and 11, should be by telephone number '999' to the Force Control Centre or by the following number to the Communication/Operations Centre _____ .

- 13 All reasonable steps will be taken by the Chief Constable to provide the level of deployment identified in Schedule 4 however, the Club accepts in instances of operational emergency that the Chief Constable or his representative may direct Officers to other duties without explanation and without incurring liability for any cancellation or amendment to match schedules.
- 14. The Club is reminded that it is solely responsible for public safety at the Stadium and that if they do not request SPS they should take all appropriate steps to ensure public safety and compliance with the Safety Certificate for the Stadium.
- 15. The Club hereby requests the Chief Constable to supply the SPS to the Club at the dates and time set out in Schedule 4 of this agreement and in accordance with the provisions of this agreement.

Signed for and on behalf of ANY City Football Club

Name_____

Position_____

Date_____

Signed for and on behalf of_____XXXXXXXXXXXXXXXXXXXX

Name_____

Position_____

Date_____

SCHEDULE 1

SPECIFICATION FOR SPECIAL POLICE SERVICES

1. In this specification, any reference to; (a) “ The XXXXXXXXXXXXXXXXXXXX” shall include the Chief Constable and any person nominated by him for the purpose; (b) “The Stadium” means the sports ground for which the Special Police Services have been requested including any surrounding area, known as the ‘footprint’ and as defined at Schedule 2 as the area delineated in red on the attached plan; (c) “ The Club” means the person, company or body requesting the Special Police Services at a sports ground; (d) “ Special Police Services” means services requested in accordance with the provisions of Section 25 of the Police Act 1996 and (e) “Police Commander” means the officer of the XXXXXXXXXXXXXXXXXXXX who is in charge of all police officers present in the Stadium on the occasion if any event for which Special Police Services have been requested.
2. This specification defines the Special Police Services which the Chief Constable will provide at sports grounds when circumstances permit and when a person has requested provision of Special Police Services in accordance with Section 25 of the Police Act 1996.
3. In issuing this specification, the Chief Constable does not intend to create any contract enforceable in law as to:
 - (a) whether any or any amount of Special Police Services will be provided at all when requested or
 - (b) that the Special Police Services provided will be of any particular quality or effectiveness or provided in accordance with the provisions of this specification. The purpose of this specification is to indicate for the benefit of the Club, the nature of the Special Police Services which the Chief Constable is likely to provide when Special Police Services are requested under Section 25 of the Police Act 1996 for a sports ground.
4. The Chief Constable, in specifying the need for the attendance of a specific number of police officers, in accordance with the provisions of a Safety Certificate for the Stadium gives no warranty that no offences will be committed or property damaged while such numbers of officers are present in the Stadium.
5. Police officers who provide Special Police Services in the Stadium will:
 - (a) arrest offenders,
 - (b) keep the peace,
 - (c) prevent offences

In the stadium among persons queuing to enter the stadium insofar as is practicable under the circumstances prevailing at the relevant time.

6. Police officers aforesaid may also, if requested, give advice to officials of the Club on the means of ensuring the safety of persons in the Stadium but the Club may not rely on such advice and must ensure, for themselves and in reliance on their own knowledge or that obtained from sources other than the XXXXXXXXXXXXXXXXXXXX, the safety of persons in the Stadium.
7. Police officers in the Stadium will be under the operational command of the Police Commander with whom the Club should liaise in relation to any activity of such police officers.
8. Neither the Police Commander nor any officer of the XXXXXXXXXXXXXXXXXXXX will be responsible for ensuring the safety of persons in the Stadium subject to the Statement of Intent.
9. Any activities necessary for maintaining the safety of persons in the Stadium or for ensuring anything else other than the necessary activities referred to in paragraph 5 for the provision of sporting or other entertainment in the Stadium will not be undertaken by XXXXXXXXXXXXXXXXXXXX as part of the Special Police Services but if any such activities are in fact provided by any police officer present in the Stadium for the purpose of providing Special Police Services on the request of an official of the Club, such activities are gratuitous and the Club cannot rely on them as ensuring any benefit to the Club or the safety of spectators.

SCHEDULE 2
The 'Footprint'
ANY STADIUM

SCHEDULE 3

Season 2010 – 2011

The hourly rates to be charged as from 1st August 2010 are shown below. These rates will be increased for overtime and public holiday events for Constables and Sergeants.

Standard Rates

RANK	RATE
Chief Superintendent	£xx.xx
Superintendent	£xx.xx
Chief Inspector	£xx.xx
Inspector	£xx.xx
Sergeant	£xx.xx
Constable	£xx.xx

Overtime Rates

Public Holiday

RANK	RATE
Sergeant	£xx.xx
Constable	£xx.xx

	Ch Supt		Supt		Ch Insp		Insp		Sgt		PC	
	6 hrs	3 hrs	6 hrs	3 hrs	6 hrs	3 hrs	6 hrs	3 hrs	6 hrs	3 hrs	6 hrs	3 hrs
Category A							1		2	1	14	13
Category B							2	1	5	3	26	29
Category C			1				2	3	9	7	52	61

SCHEDULE 4

Schedule of matches and Categorisations



WORKBOOK FOR THE CREATION OF ACPO GUIDANCE/PRACTICE ADVICE

Title of Draft Guidance/Practice Advice Document

Football Deployment and Cost Recovery

ACPO Reference Number

Unique reference number:

ACPO Commissioning

Name of ACPO Business Area:	Uniformed Operations
Head of Business Area commissioning the work:	Chief Constable Meredydd Hughes
Date Authorised:	
Projected date of completion:	2 nd August 2010

Person Completing Work Book

Name: Sgt. Stuart Randall	Force Address: West Midlands Police, Lloyd House, PO Box 52, Colmore Circus Queensway, Birmingham, B4 6NQ
Email address: s.randall@west-midlands.pnn.police.uk	Contact Tel. No: 0121 626 5622

Date the first page of this Workbook was completed and forwarded to the [Programme Support Office](#):

02/08/10

For ACPO use only

Date QA check completed:	03/08/2010
Date referred to HBA:	
Date Guidelines/Practice Advice signed off by HBA:	

SECTION A - FOR USE ONLY WHERE AN EXISTING GUIDANCE OR PRACTICE ADVICE DOCUMENT IS BEING AMENDED AS THE RESULT OF A REVIEW

A.1 Title of original document:

Football Deployment and Cost Recovery

A.2 Date of publication of original document:

September 2009

SECTION B – IMPACT UPON OTHER ACPO BUSINESS AREAS

B.1 Give details of the impact on/dependencies with other ACPO Business Areas and existing Guidance/Advice

N/A

If B.1 applies, please inform the relevant ACPO Policy Officer who will consult across other business areas

SECTION C - ACPO EQUALITY IMPACT ASSESSMENT TEMPLATE (DIVERSITY AUDIT) AS AGREED WITH THE CRE

C1. Identify all aims of the guidance/advice

C.1.1 Identify the aims and projected outcomes of the guidance/advice:

To revise national guidance for standardising charging arrangements for the policing of professional football matches and other sporting events to ensure a consistency of approach.
--

C.1.2 Which individuals and organisations are likely to have an interest in or likely to be affected by the proposal?

Professional football clubs. Other sports clubs that require a police presence at their stadium.
--

C2. Consider the evidence

C.2.1 What relevant quantitative data has been considered?

Age	This guidance relates to charging arrangements between police forces and football clubs. As such the impact from a diversity perspective is negligible and no quantitative data has been considered.
Disability	
Gender	
Race	
Religion / Belief	
Sexual Orientation	

C.2.2 What relevant qualitative information has been considered?

Age	This guidance relates to charging arrangements between police forces and football clubs. As such the impact from a diversity perspective is negligible and no qualitative data has been considered.
-----	---

Disability	
Gender	
Race	
Religion / Belief	
Sexual Orientation	
C.2.3 What gaps in data/information were identified?	
Age	Nil.
Disability	
Gender	
Race	
Religion / Belief	
Sexual Orientation	
C.2.4 What consideration has been given to commissioning research?	
Age	This guidance relates to charging arrangements between police forces and football clubs. As such there is no requirement to commission any research.
Disability	
Gender	
Race	
Religion / Belief	
Sexual Orientation	

C3. Assess likely impact

C.3.1 From the analysis of data and information has any potential for differential/adverse impact been identified?	
Age	No.
Disability	
Gender	
Race	
Religion / Belief	
Sexual Orientation	
C.3.2 If yes explain any intentional impact:	
Age	N/A
Disability	
Gender	
Race	
Religion / Belief	
Sexual Orientation	
C.3.3 If yes explain what impact was discovered which you feel is justifiable in order to achieve the overall proposal aims. Please provide examples:	
Age	N/A
Disability	
Gender	
Race	
Religion / Belief	
Sexual Orientation	
C.3.4 Are there any other factors that might help to explain differential /adverse impact?	

Age	No.
Disability	
Gender	
Race	
Religion / Belief	
Sexual Orientation	

C4. Consider alternatives

C.4.1 Summarise what changes have been made to the proposal to remove or reduce the potential for differential/adverse impact:
None
C.4.2 Summarise changes to the proposal to remove or reduce the potential for differential/adverse impact that were considered but not implemented and explain why this was the case:
None
C.4.3 If potential for differential/adverse impact remains explain why implementation is justifiable in order to meet the wider proposal aims:
N/A

C5. Consult formally

C.5.1 Has the proposal been subject to consultation? If no, please state why not. If yes, state which individuals and organisations were consulted and what form the consultation took:	
Age	Police forces nationally were consulted by way of three forums that were open to representatives from all forces. Representatives from the Football League, the Premier League and the Football Licensing Authority were also consulted to gain their views on the proposed policy. Feedback has been obtained from forces and football clubs since the first introduction of the guidance in September 2009.
Disability	
Gender	
Race	
Religion / Belief	
Sexual Orientation	
C.5.2 What was the outcome of the consultation?	
Age	Views obtained from the consultations were used to amend the policy accordingly.
Disability	
Gender	
Race	
Religion / Belief	
Sexual Orientation	
C.5.3 Has the proposal been reviewed and/or amended in light of the outcomes of consultation?	
Yes	
C.5.4 Have the results of the consultation been fed back to the consultees?	
Yes, they have viewed the revised proposed policy.	

C6. Decide whether to adopt the proposal

C.6.1 Provide a statement outlining the findings of the impact assessment process. If the proposal has been identified as having a possibility to adversely impact upon diverse communities, the statement should include justification for the implementation:

This guidance relates to charging arrangements between police forces and football clubs. There will be no adverse impact upon diverse communities.

C7. Make Monitoring Arrangements

C.7.1 What consideration has been given to piloting the proposal?

The guidance relates to football charging arrangements drawn up following recent case law. It is necessary to introduce the proposal nationally to provide consistency and clarity to all forces and football clubs.

C.7.2 What monitoring will be implemented at a national level by the proposal owning agency and/or other national agency?

It will be the responsibility of individual forces to ensure the proposal is implemented. Any difficulties experienced by forces can be fed back to the author of the report, Mr. Derek Smith, Director of Resources for West Midlands Police.

C.7.3 Is this proposal intended to be implemented by local agencies that have a statutory duty to impact assess policies? If so, what monitoring requirements are you placing on that agency?

No

C8. Publish Assessment Results

C.8.1 What form will the publication of the impact assessment take?

It is recommended that for publication on the ACPO website, the impact assessment be attached to the completed document as the first appendix. On the ACPO Intranet, the whole workbook will be attached to assist in the preparation of local audits.

SECTION D - HUMAN RIGHTS REVIEW

D1. Does the proposal have significant human rights implications, either for the public or for the Police Service? Answer YES or NO:

No

If NO, go straight to Section E

If YES, answer the following questions and consider seeking legal advice

D.1.1. Who will be affected by this proposal?

- *Consider not only the direct subject of the proposal, but also other people who may be affected (e.g. bystanders, victims, general public, police staff, subject's family)*

D.1.2 Which of their rights are being protected?

- *E.g. the right to life; right to security; freedom of belief, expression or assembly; right to family life; right to privacy; right to property*

D.1.3 For each person or group of people, which of their Convention rights may the proposal potentially interfere with and how?

- *E.g. right to life; prohibition of degrading treatment; right to liberty; right to fair trial; right to due process; right to privacy; freedom of belief, expression, assembly and association*

Answer the following questions in respect of each interference with a right.

D.1.4 Is the interference legal? Explain in full:

- *e.g. European legislation, Act of Parliament, statutory instrument, statutory codes, common law*

D.1.5. Is the interference necessary? Explain in full:

- *It may for example be justified if it protects others' rights, e.g. right to life; right to security; freedom of belief, expression or assembly; right to family life; right to privacy; right to property*
- *What "legitimate aims" under the Convention are being pursued in interfering with the right?*

D.1.6 Is the interference proportionate? Explain in full:

- *What practical alternative actions are available? Will any of these not interfere or interfere less with a right? If they will, why are they not being used?*
- *Is the interference the least intrusive means available?*

D.1.7 Having considered the above points, do you consider that the proposal -

(a) Breaches a Convention right? YES or NO:

(b) Is vulnerable to challenge? YES or NO

Note: interference with a right does not equal a breach – if an interference is justified, there is no breach.

If the answer to (a) or (b) above is YES and you consider that there is a breach of a Convention right or that the proposal is vulnerable to challenge, seek legal advice.

SECTION E - DATA PROTECTION REVIEW

E.1 Does this proposal relate in any way to the processing of personal data? Answer YES or NO. If NO, go straight to Section F.

If YES, outline how it complies with the Data Protection Act, listing the principles summarised below. The ACPO Data Protection and FOI Portfolio Group will provide assistance in identifying and addressing compliance:

No

The Principles:

- a) *Personal data shall be processed fairly and lawfully ...*
- b) *Personal data shall be obtained only for one or more lawful purposes ...*
- c) *Personal data shall be adequate, relevant and not excessive in relation to the purpose for which it is processed*
- d) *Personal data shall be accurate and, where necessary, kept up to date*
- e) *Personal data processed for any purpose shall not be kept longer than is necessary for that purpose*
- f) *Personal data shall be processed in accordance with the rights of data subjects under the Act*
- g) *Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data ...*
- h) *Personal data shall not be transferred to any country outside the European Economic Area (EEA) unless the country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to processing of personal data*

SECTION F - HEALTH & SAFETY REVIEW

F.1 Does this proposal have significant health and safety implications for the public or for police staff? Answer YES or NO.

No

If YES, answer questions F.2. & F.3. If NO, go straight to Section G1.

F.2 Explain how the risks to health and safety have been assessed and what control measures have been put in place:

F.3 What are the health and safety duties and who is responsible for them? Explain in full:

SECTION G - BUREAUCRACY REVIEW

G.1 List the forms or databases that police staff will be required to complete as part of this proposal:

None

G.2 Give details of how you have reviewed the need for, content of and appropriateness of the forms or databases. Have you reduced their quantity or content?

Factors to consider:

- *Whether the benefit of gathering the information exceeds the effort*
- *The cumulative impact – especially when there is repeated entry of the same information*
- *Retention period – is the information disposed of at the optimum time?*

N/A

SECTION H - FREEDOM OF INFORMATION REVIEW

H.1 Is this reviewed proposal exempt from publication under the FOIA? Answer YES or NO:

No

IF NO, go straight to Section I. If YES, give full details of the exemptions that apply and the reasons for them at H.2.1 – 2.3 below:

H.2 Reasons for Non- or Partial Disclosure under Freedom of Information Act 2000

H.2.1 Is this document completely non-disclosable? Answer YES or NO

H.2.2 If yes, why? Which exemptions apply?

Section	Description and Type of Exemption	Evidence / Rationale for Application

H.2.3 Is this document partially disclosable? Answer YES or NO

H.2.4 If yes, which parts of the document are not disclosable and why? Which exemptions apply?

Part of the Document	Section	Description and Type of Exemption	Evidence / Rationale for Application

SECTION I – IMPLEMENTATION AND EVALUATION

I.1 Now that the audit is complete the Guidance/Advice document should be prepared for consideration by the Head of Business Area - either for approval and sign-off or, in some cases, referral to ACPO Cabinet or Council. Please follow the attached ACPO Practice Guidance/Advice Template.

I.2 Please ensure that a full consultation on the content of the final draft document is conducted with stakeholders, both internal and external and ensure that their views are fully considered. Please detail below the organisations/individuals consulted:

Police forces nationally; the Premier League, the Football League and the Football Licensing Authority.

I.3 Full consideration should be given to the following:

- Financial implications/benefits
- Resource implications/benefits
- Potential performance/service improvements
- Risks
- Learning requirement

Monitoring and Review

I.4 Detail below the on-going effects of this proposal:

This proposal will ensure that charging arrangements for the policing of professional football matches throughout England and Wales will be standardised. It will provide clarity to all forces and football clubs following recent case law, notably the Wigan case and subsequent appeal.

I.5 How will it be monitored?

Via the ACPO Finance and Resources Business area

I.6 By whom?

Mr. Derek Smith, Director of Resources for West Midlands Police

I.7 At what intervals?

Yearly

I.8 When is the next review of this proposal planned?

Note. Diversity Reviews are required at least every 3 years under the RRAA but this review is in relation to the ongoing relevance of the document. If you consider that an earlier review is needed, please give the reasons and explain what process is in place to prompt those in post at that time to conduct the review:

June 2011