

Estates Sharing Principles

This document records the Principles upon which the PCC (Police) and the CFA (Fire) have agreed they will approach any future proposal to share estates assets with each other.

Overarching Principles

- A These Principles build on and further the aims of joined up public services and achieving value for money in the Blue Light Collaboration arrangements which already exist between the PCC and the CFA.
- B Both parties will act fairly towards each other in their estates dealings, recognising that where a detriment occurs to the interests of one party that both will endeavour to agree an approach that removes the detriment.
- C These Principles are intended to provide a starting point for more detailed agreements in respect of specific individual proposals which may be negotiated from time to time. It is not intended that these Principles will be enforceable in law.
- D The parties will consider the public/community and organisational impact of proposals on a site by site basis and overall in determining whether these principles are being followed.
- E The Parties will consult each other prior to taking any decisions regarding changes to their estates, to ensure that all sharing opportunities are identified.
- F In advance of approving an estates sharing proposal, both parties will need to be assured that it will bring about for their respective organisations: financial efficiency or saving (revenue and/or capital); and operational benefit.
- G Before the entering into of any shared estates arrangement and for the life of the arrangement the landlord party shall provide details to the tenant party of any third party occupiers or users of the premises. In the case of the Police, it may be necessary to satisfy itself that third party users are not incompatible with a policing purpose or a threat to security.
- H The parties will agree in writing the terms of each estates sharing arrangement to include provisions relating to apportionment of risk and cost; and termination of the agreement. The nature and form of such agreements are not prescribed and will be appropriate to the particular sharing arrangement. Site sharing will not commence until the parties have agreed and entered into appropriate documentation.

The Principles vary depending on the nature and extent of the shared use of the building/land as follows:

**Joint occupation of key operational sites e.g. shared Local Policing Unit
Deployment Base and Fire Base**

1. Initial scoping and outline building design will determine indicative usage of the site/building on a space occupancy basis. This ratio will be reviewed as the design is finalised. Usage of common areas will be apportioned using the same ratio.
2. The ratio will help determine the capital and revenue contributions to be made by Police/Fire e.g. design, build and running costs. Allowance may be required for capital or revenue costs associated with specialist equipment used only by one party e.g. fire training facilities or police ICT infrastructure.
3. Any capital receipts from associated estates disposals remain with the original organisation. There is an expectation that these receipts will be used by that party to fund the whole or part of that party's contribution to the capital costs.
4. The Parties will agree a form of written tenancy providing security of tenure to the tenant which is appropriate to the tenant's financial investment and need to maintain operational estate within the locality.

**Shared occupation of existing estate e.g. Fire Base being occupied for Police
Base use (i.e. Tier 1)**

1. Any initial cost directly associated with new occupation will be borne by the tenant taking up occupation.
2. The parties will agree a form of tenancy or licence dependent upon the nature of the occupation and which takes account of the Tenant's need to maintain operational estate within the locality. In the event that a lease is entered into the parties will contract out of the protections afforded in the Landlord and Tenant Act 1954.
3. Subject to agreed notice provisions set out in the legal agreement freedom of the Landlord to alter or dispose of the premises will be unimpaired by the occupying party's occupation. Any capital receipts arising from subsequent disposal of the property to remain solely with the Landlord.
4. The Tenant will make revenue payments to the Landlord representing a reasonable contribution to the running costs associated with the building and facilities, such as utilities and maintenance. Payment formula to be determined by the parties' Head of Joint Estates.

Use of existing estate e.g. Fire Base being used for Police Community Base use
(i.e. Tier 2)

1. Any initial cost directly associated with new use of premises e.g. signage, to be borne by the licensee.
2. The licensee will have no rights of exclusive occupation of any part of the premises and will not acquire any security of tenure.
3. The licensor will give the licensee reasonable notice of any intention to dispose of the premises or the undertaking of works such that the premises will not be available to be used by the licensee
4. There will be no regular payment by the licensee save in exceptional circumstances to reflect costs directly attributable to the licensee as determined by the parties' Head of Joint Estates

Agreed by the parties on day of 2018

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For/on behalf of the Police and Crime Commissioner for Cheshire

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For/on behalf of Cheshire Fire Authority