

## 1 Introduction

1.1 These are the terms and conditions upon and subject to which the Police & Crime Commissioner for Cleveland ('PCCC') will provide the services of a solicitor to the Police & Crime Commissioner for Avon & Somerset ('PCCAS') by way of the provision of support pursuant to ss22A(2)(b) and 23A(3)(c) and(d) Police Act 1996.

## 2 The Support

2.1 Such legal advice, assistance and/or representation as PCCAS may from time to time require in connection with regulatory matters relating to the Chief Constable of Avon & Somerset.

2.2 The Support is to be provided by Leonard Edward Miller, a solicitor in the employ of PCCC. Whilst engaged in providing advice, assistance or representation to PCCAS Mr Miller will be subject to a professional solicitor-client retainer as between himself and PCCAS. This arrangement is understood by PCCC and PCCAS to be catered for by Rule 4.15 Solicitors Practice Framework Rules 2011.

## 3 Structure

3.1 The parties intend this to be an agreement for the provision of support within the meaning of s23A(3)(c) and (d) Police Act 1996 as amended.

3.2 PCCC will provide the Support by making Mr Miller available for such reasonable period(s) and at such location(s) as PCCAS shall request. Mr Miller shall submit regular timesheets in accordance with his normal manner of working arising from which PCCC will use its best endeavours to provide regular estimates of costs and to raise monthly invoices in respect of the provision of the Support.

3.3 PCCAS will pay:

- *Upon receipt of invoice, £42.97 per hour in respect of time spent by Mr Miller in providing the services;*
- *Mr Miller's reasonable travelling, accommodation and subsistence expenses (if any) incurred in direct consequence of the provision of the Support and claimed in accordance with prevailing Cleveland Police policy.*

## 4 Conditions

4.1 PCCC will maintain information and documentation supplied to Mr Miller in suitable conditions of discretion and security.

4.2 In the event that Mr Miller is unavailable for any particular assignment, PCCC will use its best endeavours to provide the Support by way of assignment of an alternative Solicitor which PCCAS shall in any event not be obliged to accept.

## 5 Term

5.1 This agreement commences 12 June 2014 and continues until termination.

5.2 Either party may terminate this agreement upon the giving of reasonable notice.

6 Transparency

6.1 This agreement is not confidential and may be published in accordance with the legal obligation to do so in respect of such agreements.