

# Office of the Police and Crime Commissioner for Surrey

---

## STATEMENT OF MAIN TERMS AND CONDITIONS FOR CHIEF CONSTABLE LYNNE OWENS

The terms and conditions of your term of office as Chief Constable are in accordance with and subject to any national or local agreements, rules and regulations currently in operation (as amended or introduced from time to time), including Police Regulations and Determinations and any Acts or Statutory provisions that may apply.

This document sets out the main terms and conditions relating to your appointment. All local agreements, rules, policies, practices and procedures will also apply.

### **1. Terms of Appointment**

You are appointed to the office and rank of Chief Constable, in accordance with Police Regulations, for a fixed term commencing on 1<sup>st</sup> February 2012 and concluding on 30<sup>th</sup> November 2017.

This follows the approval by the Police & Crime Commissioner (PCC) in December 2012 of a three year extension to the original end date of 30<sup>th</sup> November 2014. Any subsequent extension will need to be discussed and agreed with the PCC.

The appointment was subject to satisfactory references, medical clearance and continued compliance with vetting arrangements/checks.

### **2. Duties and Responsibilities**

You are accountable to the law for the exercise of police powers, and to the PCC for the delivery of efficient and effective policing, management of resources and expenditure by the police force. At all times, you remain operationally independent in the service of the communities that you serve.

**3. Place of Work and Hours**

Your normal place of work is Surrey Police Headquarters, Sandy Lane, Guildford, Surrey, GU1 3HG. You may be required to travel to such places as may be reasonably necessary for the proper performance of your duties, both inside and outside the UK. Working hours are such as are needed to fulfil the requirements of the post, including operational call-outs.

**4. Salary**

The annual salary grade for the post is £ 137,454.00 per annum (as at March 2014), in accordance with the Police Negotiating Board agreement on pay and conditions of chief police officers.

**5. Bonuses**

Following the abolition in April 2013 of the Chief Officer bonus scheme, no bonus is payable.

**6. Replacement (Housing) Allowance and South East England Allowance**

Schedule 3 to Police Regulations 2003 allows a Replacement Allowance to be paid to officers already in the police service on 31<sup>st</sup> August 1994. South East England Allowance is not payable to Surrey officers already in receipt of a Replacement Allowance.

Your Replacement Allowance of £5,350 per annum will be paid monthly and may change in accordance with the Regulations.

**7. Pension and Superannuation**

If you are a member of the Police Pension Scheme, all matters concerning your pension will be governed by Police Pension Regulations 1987 and subsequent amendments to them.

Superannuation contributions will be deducted at the rate specified in the Police Pension Regulations.

## **8. Travel and subsistence**

Actual costs will be reimbursed, in accordance with Police Regulations and Force operating procedures. A corporate card is available for use.

In accordance with Determinations, Annex V, all reasonable and necessary food and accommodation expenses, incurred in connection with your duties as Chief Constable, will be reimbursed on production of original receipts and in respect of actual expenditure incurred.

If travelling by rail in the execution of your duties, you are entitled to travel first class. Air travel shall be permitted if this can be demonstrated to be the most cost effective option, having considered the full costs associated with other forms of transport.

## **9. Provision of a vehicle for business and private use**

An unmarked operational vehicle (fitted with covert warning lights, siren and other operational equipment), will be provided, from the Force fleet, for business use, travel between home and work and private journeys (including use by nominated drivers).

The choice and specification of the vehicle must be commensurate with Force operational requirements, managed by the Joint Transport Board, through the Head of Joint Transport Service, who will determine the choice of vehicles available; the vehicle will be changed in line with the Force fleet replacement policy.

The running cost of the vehicle, including fuel, service, maintenance and repair, registration and licensing, and insurance, will be provided directly by the Force. The Force will then recharge you the cost of all personal travel, monthly in arrears, at the prevailing rate through Payroll. You are responsible for the cost of all travel commuting between your home and normal place of work. The rate of recharge for private mileage is set annually in accordance with the HMRC Advisory Fuel Rates + VAT.

Business and private mileage will be recorded separately within the vehicle log book. The total private mileage will be submitted, on a monthly basis, in order that the appropriate salary deduction can be made.

The provided car option represents a taxable benefit. The tax treatment is determined by the HMRC in accordance with the following:

- <http://www.hmrc.gov.uk/payee/exb/overview/P46car.htm>
- <http://www.hmrc.gov.uk/payee/exb/a-z/c/cars.htm#2>

Insurance is arranged as part of the Force fleet. Cover is comprehensive subject to an excess. These arrangements extend to include authorised drivers, including family members. Details of all drivers need to be provided to the Head of Insurance Services in the Finance Department, in advance of driving.

**10. Subscriptions - Association of Chief Police Officer (ACPO) and Chief Police Officers' Staff Association (CPOSA) Legal Expenses Cover**

The PCC deems that Chief Officers are members of ACPO to further their professional development and, through work in their various business areas, will help provide leadership and best practice guidance to the Police Service. The PCC will meet the cost of ACPO membership fees (and has transferred the appropriate budget to Surrey Police for this purpose).

The issue of CPOSA legal expenses cover is currently under review by the Association of Police & Crime Commissioners (APCC). The PCC will continue to meet the cost of CPOSA legal expenses cover, but will review this situation once a recommendation is forthcoming from the APCC.

**11. Private Health cover**

Private health cover, including dental insurance, can be purchased for your personal use to a maximum of per £250 per month, the actual costs being paid through your pay slip on proof of purchase. The PCC has articulated his rationale for providing private health cover in a separate policy document.

**12. Mobile phones**

All expenses will be covered including reasonable personal calls.

**13. Sickness Absence**

Annex P and Regulation 33 (5) of the Regulations and the provisions of the Surrey Police Sickness Absence Procedure will apply. Sick pay will be in accordance with Regulation 28.

**14. Annual Leave**

You are entitled to paid leave in accordance with Annex O of the Determinations made under Regulation 33 of the Regulations.

**15. Fairness at Work**

If you have a matter of concern about the way you have been treated by management or your colleagues, it should initially be brought to the attention of the Police & Crime Commissioner or his/her Chief Executive.

**16. Allegations, complaints and reports concerning misconduct or inefficiency**

Any complaint made against you by a member of the public, or any other allegation, complaint or report alleging or indicating misconduct on your part will be dealt with in accordance with the Police Reform Act 2002 and the Police Conduct Regulations 2008 (or the relevant legislation and regulations in force at the time) as they apply to senior officers. The PCC is the appropriate authority for dealing with such matters.

**17. Business Interests and other occupation or profession or business or work**

You will be required to devote your whole-time service to fulfilling the duties of the office of Chief Constable. You shall not take up any other additional appointment or undertake a business interest without the prior written consent of the PCC (excluding work undertaken as part of your national policing responsibilities such as work for the College of Policing, ACPO or their successor bodies.)

**18. Gifts, Hospitality and Declarations of Interest**

The Surrey Police procedure on the acceptance/refusal and recording of hospitality and gifts and declaration of interest in relation to contracts with suppliers is available on Surrey Police intranet.

**19. Intellectual Property Rights**

Subject to the Patents Act 1977 and the Copyright, Designs and Patents Act 1988, any invention, design, or copyright work, including without limitation all documents, data, articles, reports, systems, processes or other items (“Works”), made by you during the course of your employment with Surrey Police (whether or not in the course of your duties) shall immediately upon creation or performance vest in and shall be and remain the sole and exclusive property of Surrey Police, and you hereby irrevocably and unconditionally assign to Surrey Police, all right, title and interest in and to the same.

**20. Data Protection**

You acknowledge and accept that Surrey Police may process information relating to you in order to fulfil the PCC’s obligations to you under the terms of your appointment and/or for reasons relating to your appointment with Surrey Police and you hereby explicitly consent to such processing. Such processing will be principally for personnel, administrative and payroll purposes.

**21. Freedom of Information Act (FOIA)**

You acknowledge and accept your personal responsibility, as a member of a public authority, relating to all information created and held in any media by you and the organisation, under the provisions of the FOIA. You acknowledge that all members of Surrey Police must meet the standards of openness and transparency rightly expected of the organisation by the public, whilst safeguarding the people and information that the Service has a duty to protect.

## **22. Notice**

If you wish to resign, retire, or transfer to another service or force, you are required to give a minimum of three months' notice. This notice should be submitted to the PCC for consideration. The PCC has discretion to waive the notice requirement in exceptional circumstances.

## **23. Employment and appointments after leaving service**

Before accepting any appointment which would start within one year of leaving the Service, you must obtain the approval of the PCC where:

- the appointment is to an organisation, firm or business that provides any commercial and contractual services to Surrey Police,
- the appointment is to an organisation, firm or business that intends to tender for the provision of commercial and contractual services to Surrey Police or the PCC for Surrey.

Approval will not be unreasonably withheld.

## **24. General**

Where reference is made to benefits, allowances and remuneration, you will discharge any liability for income tax unless explicit provision is otherwise made. Surrey Police will notify Her Majesty's Revenue and Customs (HMRC) of all taxable benefits, allowances and remuneration. Any tax arising is to your own account.

## **25. Variations**

Variations or amendments to this statement will be notified to you in writing following negotiation between you and the PCC. These revised terms and conditions constitute a total package.

**Signed:**



**Date:** 12<sup>th</sup> March 2014

**Name:** Kevin Hurley  
Police & Crime Commissioner for Surrey

**Signed:**



**Date:** 19<sup>th</sup> March 2014.

**Name:** Lynne Owens QPM  
Chief Constable, Surrey Police