



**LACORS** working  
together

*Kent & Medway*

*LA and HSE Flexible Warrant Scheme*

*Memorandum of Understanding*

*Date of Commencement*

1<sup>st</sup> November 2008



## **Purpose of the Memorandum of Understanding**

1. This Memorandum of Understanding (MoU) and its appendices establishes a framework for a Flexible Warranting Scheme (FWS) between the Health and Safety Executive (HSE) and the Local Authorities (LAs) listed below.
2. The purpose of the MoU is to allow:-
  - a. LAs to appoint and indemnify suitably qualified HSE Inspectors to undertake work within the LAs field of responsibility; and/or
  - b. LAs to appoint and indemnify suitably qualified LA Inspectors from other LAs, to undertake work within the LAs field of responsibility; and/or
  - c. HSE to appoint and indemnify suitably qualified LA inspectors to undertake work within the HSE's field of responsibility.
  - d. Each appendix will provide the agreed scope, timescales, competency arrangements, health and safety considerations of inspectors and training needs of projects covered by the FWS. A number of projects can run concurrently or consecutively within the FWS.

## **Operational Management of the FWS**

3. A Management Team (MT) consisting of sufficient representation of all parties involved will manage the FWS and will be responsible for agreeing any local arrangements for the operation of the FWS and bringing these arrangements to the attention of all participants and appending them to this MoU.
4. The Terms of Reference for the MT are to keep under review the operation of the FWS under this MoU, and in particular to:
  - a. monitor the operation of the scheme;
  - b. consider and, where appropriate, agree to alterations to the scheme e.g. proactive or programme work;
  - c. resolve problems arising from the practical application of the statutory provisions and responsibilities; and
  - d. refer issues of conflict that cannot be resolved by the MT to the local HSE Head of Operations and nominated LA Head of Service who will maintain a strategic overview and arbitrate in these instances.
  - e. make recommendations to the HSE's Local Authority Unit about improvements to the operation of FWS nationally.



5. The MT will meet as necessary to review the operation of the FWS within the scope of this MoU but must meet at least annually.

### Scope of FWS

6. The FWS can be used in the following circumstances:

LA issues outside the FWS	Work within FWS	HSE/ORR issues outside the FWS
<ul style="list-style-type: none"> <li>§ HSE's own activities will remain regulated by the relevant local authority</li> <li>§ Other regulatory activities of the Env. Health Department</li> </ul>	<ul style="list-style-type: none"> <li>• Complaints/Accidents – where the enforcing authority is unclear.</li> <li>• Matters of Evident Concern – witnessed during other activities in area or while at premises</li> <li>• Activities outside premises - where a visit to an LA enforced premises identifies risks or interventions in relation to an activity that takes place outside the boundary of those premises including peripatetic workers.</li> <li>• Technical Support – where an inspector requires technical support that is available within another enforcing authority and it is not proposed to arrange a joint visit with the Inspector.</li> <li>• Proactive or Programme work – by agreement.</li> <li>• Any other circumstances - by agreement.</li> </ul>	<ul style="list-style-type: none"> <li>§ Crown premises including MOD</li> <li>§ Fire, Police, Ambulance and other Public Services</li> <li>§ NHS Trust premises enforced by HSE</li> <li>§ LA's own activities</li> <li>§ Hazardous &amp; nuclear installations</li> <li>§ Railways</li> <li>§ Construction sites (other than agreed construction activities or matters of evident concern)</li> <li>§ Dock activities</li> <li>§ Pesticide issues enforced by HSE</li> <li>§ Fairgrounds (other than agreed fairground activities or matters of evident concern)</li> <li>§ ELCI</li> </ul>



7. Involvement in the FWS is entirely voluntary. There is no obligation on any enforcing authority to act on behalf of, or at the behest of, another enforcing authority.

### **Appointment of Inspectors**

8. Signatories will ensure that only competent inspectors are nominated to participate in this FWS and will ensure that their inspector's competence is reviewed at least annually and is maintained.
9. Signatories will ensure that their participating inspectors do not engage in any activity that brings a conflict of interest to the FWS.
10. Section 26 of the Health and Safety at Work etc Act 1974 allows Enforcing Authorities to indemnify inspectors appointed under that Act under specified circumstances. It is the policy of the enforcing authorities signing this MoU to indemnify Inspectors appointed under that Act against the whole of any damages and costs or expenses which may be involved, if the enforcing authority is satisfied that the Inspector honestly believed that the act complained of was within his/her powers and that his/her duty as an Inspector required or entitled him/her to do it, and provided the Inspector was not willfully acting against instructions. This extends to the acts of Inspectors working within the scope of this MoU and the EAs signing this MoU below indemnify appointed Inspectors accordingly.

### **Commencement, termination and participation**

11. The FWS will commence from the date that this MoU is issued (see front sheet) with specific projects being timebound by the details contained within the relevant appendix.
12. Participation in the scheme may be terminated by any individual participating EA in writing to the other party/parties.



13. This MoU is between the following Health & Safety Enforcing Authorities:

<b>Enforcing Authority</b>	<b>Name</b>	<b>Position</b>	<b>Signature</b>
Ashford BC			
Canterbury CC			
Dartford BC			
Dover DC			
Gravesham BC			
Medway Council			
Maidstone BC			
Sevenoaks DC			
Shepway DC			
Swale BC			
Thanet DC			
Tonbridge & Malling BC			
Tunbridge Wells BC			
<b>HEALTH AND SAFETY EXECUTIVE</b>			



<b>Enforcing Authority</b>	<b>Gatekeeper</b>	<b>Deputy</b>	<b>Flexible Warrant Holders</b>
Ashford BC	Sheila Davison		Sheila Davison David Charles Edwards Trevor Hector Turvey Gavin James Richardson
Canterbury CC	Roger Vick	Nick Mayne	Nick Mayne Sandra Jones
Dartford BC	Chris Amey		Christopher John Amey Fleur Leanne Blain Adam Peter Reeds
Dover DC	Sarah Scrogie		Lucy Anna Manzano Sarah Anne McEwan
Gravesham BC	Mandy Cartwright	Clare Reed	Sarah Diane Kilkie Mandy Elizabeth Cartwright, Clare Louise Reed Maureen Elizabeth Laney
Maidstone BC	Rod Dearling		Rod Dearling Desmond Augustine Bobb, Suzi Lane Caroline Smith Ron Wallis
Medway Council	Gavin Stedman		Gavin Michael Stedman Geoffrey Dingsdale (David Charles Edwards) (David Richard Brown)



Sevenoaks DC	Glenys Shorrick		Glenys Shorrick Victoria George Julia Boxall Andrea Casebow Richard John Elizabeth Morling
Shepway DC	Arthur Atkins		Arthur Atkins Joann Cobby Sarah Pinkstone
Swale BC	Peter Lincoln		Peter Lincoln Julian Moss Lorraine Liddell David Carter Anne-Marie Goodwin
Thanet DC	Mike Hannan	Dennis Marsh	Dennis David Frederick Marsh, Colin John Heath
Tonbridge & Malling BC	Jane Heeley		Suzanne Jane Heeley Deborah Marie Pellen Ruth Nerys Thomas Sally Diana Parkes Susan Elizabeth Adamson, William Lennox Parkinson
Tunbridge Wells BC	Tracey Beattie		Alan Peter Coles David Richard Brown John Glyn Broughton Justene Louvaine Lawal Paul Ronald Burlison Tracey Anne Beattie
<b>HEALTH AND SAFETY EXECUTIVE</b>	Sandra Ryan	Margaret Unthank	Michael John Walters Janet Patricia Combs Caroline Elke Penwill



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