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## FREEDOM OF INFORMATION REQUEST



**Request Number:** F-2009-01113

**Keyword:** Organisational Information/Governance

**Subject:** SERVICE LEVEL AGREEMENT WITH USPCA

### Request and Answer:

This is to inform you that the Police Service of Northern Ireland has now completed its search for the information you requested. The decision has been taken to disclose the located information to you in full.

### Question

I would like to obtain a copy of the current Service Level Agreement between the PSNI and the Ulster Society for the Prevention of Cruelty to Animals (USPCA).

### Answer

Please find attached **PDF 2128**.

If you have any queries regarding your request or the decision please do not hesitate to contact me on 028 9070 0164. When contacting the Freedom of Information Team, please quote the reference number listed at the beginning of this email.

If you are dissatisfied in any way with the handling of your request, you have the right to request a review. You should do this as soon as possible, or in any case within two months of the date of issue of this letter. In the event that you require a review to be undertaken, you can do so by writing to the Head of Freedom of Information, PSNI Headquarters, 65 Knock Road, Belfast, BT5 6LE or by emailing [FOI@psni.pnn.police.uk](mailto:FOI@psni.pnn.police.uk)

If following an internal review, carried out by an independent decision maker, you were to remain dissatisfied in any way with the handling of the request you may make a complaint, under Section 50 of the Freedom of Information Act, to the Information Commissioner's Office and ask that they investigate whether the PSNI has complied with the terms of the Freedom of Information Act. You can write to the Information Commissioner at Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. In most circumstances the Information Commissioner will not investigate a complaint unless an internal review procedure has been carried out, however the Commissioner has the option to investigate the matter at his discretion.

Please be advised that PSNI replies under Freedom of Information may be released into the public domain via our website @ [www.psni.police.uk](http://www.psni.police.uk)

Personal details in respect of your request have, where applicable, been removed to protect confidentiality.

**SERVICE LEVEL AGREEMENT**

**BETWEEN**

**POLICE SERVICE OF NORTHERN IRELAND**

**AND**

**THE ULSTER SOCIETY FOR THE PREVENTION OF  
CRUELTY TO ANIMALS**

**For the provision of**

**CARE AND MAINTENANCE OF ANIMALS SEIZED IN  
THE COURSE OF INVESTIGATIONS INTO  
CRIMINAL ACTS AND FOUND ANIMALS OF  
A SIGNIFICANT VALUE**

## **1. Purpose of the Agreement**

- 1.1 The purpose of this agreement is to specify the range of services delivered by the USPCA to the Police Service of Northern Ireland (PSNI) as well as to regularise the fees chargeable and accounting procedures to be adopted by the parties concerned.

## **2. Parties to the Agreement**

- 2.1 This Agreement is entered into by the Chief Executive of the Ulster Society for the Prevention of Cruelty to Animals (the USPCA), the 'Service Provider' and the Assistant Chief Constable, 'D' Department, the Police Service of Northern Ireland, the 'Client'.

## **3. Nature of the Service Provided**

- 3.1 The PSNI are the primary enforcement agency for the Welfare of Animals (NI) Act 1972 and the Wildlife (NI) Order 1985 [and related legislation]. It is an essential ingredient for the successful investigation and prosecution of offenders that from time to time it is necessary for police to seize and detain animals. However, the PSNI does not have adequate facilities to provide for the necessary care and maintenance of such seized animals.
- 3.2 The PSNI are also primarily responsible for the proper care of and accounting for property found in public places. There are many animals now kept as domestic pets, which have significant intrinsic value, and from time to time escape from captivity.
- 3.3 The PSNI are responsible for the enforcement of the Roads (NI) Order 1980 and the provisions of the Animals (NI) Order 1976 for animals found wandering on roads. Police are given powers to impound and then dispose of any such animals. The power to impound also includes the power to agree payment to any person agreeing to impound the animal on behalf of police.
- 3.4 The Providers exist to relieve and prevent cruelty and suffering to animals but have no statutory powers to make seizures and prosecute offenders. They must rely upon the PSNI to perform this role. In essence, the Provider is therefore society's conscience in respect of animal welfare matters. Their major role is to carry out preliminary investigations into cases either reported directly to them, or to the police. If, in their experience the case exhibits sufficient evidence to warrant a more in depth investigation with a prosecution being considered, they will contact the police to pass on their findings. They will then assist the investigating police officer to bring out a successful prosecution of the alleged offender.
- 3.5 Owing to their primary purpose, the Provider has at its disposal significant facilities for the care and maintenance of animals that would come into police possession. They are therefore ideally suited to carry out such a function on behalf of police.

#### **4. Period of the Agreement**

- 4.1 The period of this Agreement will run for three years beginning on the 1 April 2002. However, there is provision within the Agreement for an Annual Review if for any reason the agreement requires to be re-negotiated.
- 4.2 Provided the first period fulfils the requirements of both the Provider and Client, it is envisaged that a further period of agreement will be reached in advance of the termination of the current Agreement.

#### **5. Variations to the Agreement**

- 5.1 This Agreement may be varied by mutual agreement between the parties named in paragraph 2 or their appointed nominees. This procedure will apply to circumstances beyond the scope of the Agreement but falling within the general principle of the services provided by the Provider.

#### **6. Termination of the Agreement**

- 6.1 The Client may revoke this Agreement by the giving of not less than 28 days written notice in the event of a fundamental breach of the Provider's obligations contained within this Agreement.

#### **7. Specification of Services to be provided**

- 7.1 Schedule 1 to this Agreement specifies the services to be provided to the Client for the duration of the Agreement in consideration of the agreed Payment Provisions to the Provider, [as laid out in Paragraph 8 and Schedule 2]. Any services outside the scope of Schedule 1 must have the prior approval of the Provider [its Chief Executive or nominee] and the Client [the Assistant Chief Constable, Operational Support Department or his nominee]. These services will be the subject of additional charges by the Provider to the Client that shall be agreed between both parties to this Agreement on an individual case-by-case basis.

#### **8. Payment Provisions**

- 8.1 The agreed payment provisions are contained within Schedule 2 to this Agreement and will be subject to Annual Review as allowed for in Paragraph 4 of this Agreement. The payment provisions include scales of charges, invoicing arrangements for Court purposes etc.

#### **9. Care Provisions**

- 9.1 The Provider will, upon request for assistance by, or on behalf of the Client, provide services as is laid out in Schedule 1 to this Agreement.

## **10. Sub Contracts**

10.1 It is recognised that in certain circumstances the Provider may decide for good housekeeping reasons not to maintain or care for an animal on their premises but may sub-contract to a further provider. This shall not relieve the Provider from fulfilling their obligations specified within this agreement including payment provisions.

## **11. Resolving Disputes**

11.1 Should circumstances arise whereby either of the parties involved in this Agreement fails to have a matter amicably resolved the issue may be placed directly before the Chief Executive of the Provider and the Assistant Chief Constable, Operational Support Department, representing the Client, for resolution. The Client may also involve the Finance Department of the PSNI in determining any matters with a financial import.

## **12. Conflicts of Interest**

12.1 The Provider is an independent charitable organisation with its own ethos, standards and Mission Statement. However, where it is employed by the Client in respect of any animal(s), the Provider will not permit the undertaking of any work by any member of its staff related to any such animal(s) which might prejudice its position as an independent service provider to the Client.

## **13. Disposals of animals**

13.1 Provisions in relation to the disposal of animals are contained within Schedule 1 to this Agreement.

## **14. Provision of Care for Wild Animals**

14.1 The Provider will continue to provide a service to the Client in respect of wild animals injured as a result of accident or deliberate legal or illegal acts free of charge when so requested.

## **15. Planning**

15.1 When the provider is undertaking inspections of land or premises they will as far as practicable give sufficient notice to the client of operations in which it is anticipated that offences requiring police investigation may be disclosed or when police assistance is sought.

## **16. SCHEDULE 1**

### **Services to be provided to the Client**

#### **1. General**

- 1.1 For the provisions of this Service Level Agreement to be invoked, an employee of the Client, (a constable), will be required to sign the Form carried by the Provider's employees. The completion of this form acknowledges that the Client (or his employee) has seized the animal in question and has authorised its impoundment or, if an escaped and valuable pet, that the animal requires care until its owner can be traced. Where the request is made by an employee of the client remote from direct contact with the Provider's employee it may be sufficient to sign and forward a copy by facsimile machine to the Provider's Head Office.
- 1.2 These procedures are to ensure that an account can be formulated by the Provider and provided to the Client in respect of each and every animal managed by the Provider on behalf of the Client. The Provider will ensure that one copy of the Form is handed to the Investigating Officer (the constable), one copy is forwarded directly immediately to the Police District Commander and one copy is retained for their own records. This will ensure that all interested parties have prompt notification of the seizure.

#### **2. Collection/Transport Provisions**

The Provider shall arrange for:-

- 2.1 The collection/recovery and transportation of animals, for or on behalf of police from police stations or other similar establishments to the Provider (or Sub-Contractor's) property.
- 2.2 The collection/recovery and transportation of animals from the scenes of crime to the Provider (or Sub-Contractor's) property.
- 2.3 The collection of lost/wandering animals in accordance with current PSNI lost property procedures and the impoundment of wandering animals as is provided for in the Animals (NI) Order 1976. This provision does not include wandering or stray healthy animals upon provide land [save for exotic escaped animals which excludes animals which would be provided for in the Dangerous Wild Animals Act 1976 or equivalent legislation currently under consideration for enactment in Northern Ireland].
- 2.4 Any such collections should take place as soon as is reasonably practicable and in any case no later than 24 hours after initial notification of the requirement by the Client.

### **3. Care Provisions**

The Provider shall:-

- 3.1 Arrange a Veterinary Inspection by a recognised Veterinary Practitioner as soon as possible after receipt of the said animal [to provide an evidential statement as to the condition of the animal immediately after its seizure or recovery]. A copy of this initial veterinary inspection report shall be forwarded forthwith to the relevant investigating police officer as this report will be vital to the continued investigation of the alleged offences in the vast majority of cases.
- 3.2 Take all necessary steps to prevent any further injury or harm to the animal following receipt from or on behalf of the Client.
- 3.3 Take all necessary steps to prevent the spread of infectious and contagious diseases to the animal from other animals in the care of the Provider.
- 3.4 Provide all necessary accommodation, food, water, exercise or other special requirements of the animals in care, to maintain them in as good a health and condition as can reasonably be expected.
- 3.5 In the case of animals placed in the care of the Provider which are received in an undernourished or otherwise neglected or damaged condition, the Provider will afford reasonable veterinary care and maintenance attention as to return such animals to good health and conditions as soon as is reasonably practicable.
- 3.6 Maintain all accommodation facilities in a good and clean condition to the satisfaction of the Client and any relevant statutory requirements. The Client [and their employees] must be afforded access to any animal in care at any reasonable time for the purposes of checking any such conditions and care regimes.
- 3.7 Provide for the secure accommodation of any animal placed in the care of the Provider especially to prevent their escape or any third party from removing any such animal from the property of the Provider without the express permission of the Client or his involved on nominee (investigating officer).
- 3.8 In the case of escaped or lost animals placed in the care of the Provider, advertise the fact that the said animal is currently in the custody of the Provider with a view to ascertaining the legal owner of the animal [see also 4.2 – disposal of animals].

#### **4. Disposal Provisions**

- 4.1 The Provider shall not dispose of any animal other than at the express direction of the Client or a competent court.
- 4.2 Found animals can only be returned to a person claiming that animal to be theirs on the provision of satisfactory proof of ownership [which shall be decided by the appropriate officer in the employment of the Client].
- 4.3 Animals seized under the Provisions of the Wildlife (NI) Order 1985 by a constable, can usually only be dealt with according to the direction of a competent court and ownership of animals cannot be relinquished until any court proceedings have terminated. It shall be the duty of the appropriate police officer to inform the Provider of any relevant Court decision or order.
- 4.4 Animals seized under the provisions of the Police and Criminal Evidence Order (NI) 1989, for offences committed under the Welfare of Animals (NI) Act 1972 can have their ownership relinquished. The Provider shall be responsible for approaching the owner of any relevant animal with a view to having ownership relinquished to the Provider as soon as is reasonably practicable after any such Client seizure. It shall further be the responsibility of the Provider to inform the Client in writing of any such change in ownership and Client responsibility for the costs of maintenance of any such animal shall cease from the date of transfer of ownership. It shall be the responsibility of the Provider to inform the appropriate PSNI officer of any further transfer to ownership [re-homing for example], which would have a bearing on any subsequent court hearing.
- 4.5 Animals impounded by virtue of the provisions of the Animals (NI) Order 1976 must be disposed of by way of public auction or market when authorised by a police officer. The Provider, on behalf of the Client, shall arrange such a disposal. The Client (his local representative) must undertake the posting of the notice at the nearest police station as is required by statute. Any remuneration arising from such a disposal shall be used by the Provider to recompense any third party who may have been involved in the provision of impoundment facilities. Any remaining monies must be forwarded to the client.

#### **5. Accounts Provisions**

- 5.1 The Provider shall maintain a full record of all animals placed in its care by the Client with a record of dates of receipt, any transfers of ownership and location, veterinary fees incurred by virtue of Paragraph 3.1 of this schedule, transportation costs, and daily costs as specified in Schedule 2. These records shall form the basis of the monthly composite invoice provided to the Client.



- 5.2 The Provider will furnish to the local District Commander, a monthly Statement of Costs to keep the District Commander aware of the mounting costs of care.
- 5.3 The Provider shall furnish on request to the responsible District Commander a fully up-to-date Cumulative Statement of Costs for the purpose of court proceedings in advance of any relevant court dates.
- 5.4 The Client (responsible District Commander) must furnish in good time, to the Provider, advance notification of court dates.
- 5.5 The local District Commander must arrange for the latest and most up to date Statement of Cumulative Costs to be affixed to the Prosecution file. The Provider will also provide a copy of the specific monthly composite invoices that contain costs relating to the particular case. This is in order that, in the event of a guilty plea or conviction by the Court, the Prosecutor has this information to place before the Court in order that it may take the financial implications of the case into account when passing sentence. A court may order the convicted defendant to pay all or part of any such costs.
- 5.6 Any costs awarded by the Court in favour of the Prosecution will be the property of the Client.

This agreement does not cover herds of cattle or flocks of sheep or other farm animals. Prior to any seizure of farm animals, referral should be made to the Wildlife Liaison Officer.

## SCHEDULE 2

### Payment Provisions by the Client to the Provider

1. The Client will be liable to pay the Provider the total monthly costs arising from the provision of the services covered by this agreement. Such costs shall be itemised in a Monthly Invoice for each District Command Unit. This Invoice shall include the costs incurred by the USPCA for the collection/recovery, transportation to USPCA property, initial veterinary inspection as well as the care and further maintenance of the animal until either:
  - 1.1 The Client instructs the Provider to dispose of the animal in accordance with a court direction or the direction of a senior Police Officer, or
  - 1.2 Where appropriate, the Provider is in respect of a transfer of ownership form in respect of the animal, (will not normally apply to animals seized by virtue of the provisions of the Wildlife (NI) Order 1985).
2. The Monthly Invoice shall be provided to the Client (the relevant District Commander) no later than 7 working days from the end of the previous month.
3. The current agreed costs per day for specific types of animal are as follows:-
  - 3.1 Equine [horses] £7.50
  - 3.2 Bovine [cattle] £5.00
  - 3.3 Porcine [pigs] £4.00
  - 3.4 Ovine [sheep and goats] £4.00
  - 3.5 Lupine [dogs] £6.00
  - 3.6 Feline [cats] £3.00
  - 3.7 Small birds [budgie size] £1.50
  - 3.8 Large birds [goose size] £2.00
  - 3.9 Reptiles [small] £2.00
  - 3.10 Reptiles [large] £3.00
  - 3.11 Amphibians £2.00
  - 3.12 Invertebrates £2.00

Any other animal will be charged at the rate most appropriate to its size according to the aforementioned scale rate charges.
4. The Monthly Invoice will be checked and matched against the Individual Cost Statements provided to the Client and authorised for payment by the Client (District Commander from the F2 Account) within normal authorised delegated limits for such approval. Normal Government prompt payment terms of 30 days from receipt of Invoice will be adhered to.

The provision of this section shall not cover any non-indigenous wild animal that would be covered by the Provisions of the Dangerous Wild Animals Act 1976 or equivalent legislation currently under consideration for enactment in Northern Ireland. No other provision shall be construed accordingly.

SIGNED:

DATE:

**FOR POLICE SERVICE OF NORTHERN IRELAND (THE CLIENT)**

SIGNED:

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a horizontal line and a small flourish at the end.

DATE:

24/1/07

**FOR ULSTER SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (THE PROVIDER)**