

(Group Name)

LA and HSE Flexible Warrant Scheme

Memorandum of Understanding

Date of Commencement

xx/xx/20xx

Version Control 2

Appendix 1

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

1. 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.
2. 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.
 - f) 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.

- g) 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

1. 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.
2. Signatories will ensure that their participating inspectors do not engage in any activity that brings a conflict of interest to the FWS.
3. 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

1. 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.
- h) Participation in the scheme may be terminated by any individual participating EA in writing to the other party/parties.

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Scope of FWS

1. 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"> ▪ HSE's own activities will remain regulated by the relevant local authority ▪ Other regulatory activities of the Env. Health Department 	<ul style="list-style-type: none"> • Complaints/Accidents – where the enforcing authority is unclear. • Matters of Evident Concern – witnessed during other activities in area or while at premises • 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. • 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. • Proactive or Programme work – by agreement. • Any other circumstances - by agreement. 	<ul style="list-style-type: none"> ▪ Crown premises including MOD ▪ Fire, Police, Ambulance and other Public Services ▪ NHS Trust premises enforced by HSE ▪ LA's own activities ▪ Hazardous & nuclear installations ▪ Railways ▪ Construction sites (other than agreed construction activities or matters of evident concern) ▪ Dock activities ▪ Pesticide issues enforced by HSE ▪ Fairgrounds (other than agreed fairground activities or matters of evident concern) ▪ Employers Liability Compulsory Insurance

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

Enforcing Authority	Name	Position	Signature
HEALTH AND SAFETY EXECUTIVE	Geoffrey Podger	Chief Executive	

Appendix 1

Appendix to Anywhereshire LA and HSE Flexible Warrant Scheme Memorandum of Understanding.

Example

Scope of Flexible Warrant

1. To enable LA and HSE Inspectors to undertake “Moving Goods Safely” proactive inspections up to the 31st of March 2010.
2. To enable LA and HSE Inspectors to investigate any accidents and complaints relating to “Moving Goods Safely” up to the 31st of March 2010.

Date: 01/04/2009