

## Cost Recovery including Special Services

This document sets out Hereford & Worcester Fire and Rescue Service's policy and instruction on charging for certain Special Services including the recovery of costs incurred. It also sets out the Service's policy on charging for information and other data requests.

### SUMMARY OF INFORMATION

<b>Special Services subject to charging or cost recovery:</b>	
<ul style="list-style-type: none"> <li>Lift Rescues / Gaining Access</li> <li>Environmental Protection – Leak, Spillage, Chemical Release, Clean Up/Recovery work</li> <li>Water Removal / Aspiration</li> <li>Pumping In / Out (note: water <b>cannot</b> be supplied or obtained by the Service)</li> <li>Dangerous structures (USAR)</li> <li>Clearing of flooded commercial premises</li> </ul>	<p>Charges can be made for each of these services <b>providing there is no risk to life, danger to property from fire, risk of fire or where the Service has made a decision not to charge</b>, e.g. for recovery work following wide-scale flooding incidents.</p>

  

<b>Charging for Information and Other Data Requests:</b>	
<ul style="list-style-type: none"> <li>Freedom of Information, Data Protection and Environmental Information requests</li> <li>Fire Reports and Fire Investigation Reports</li> <li>Reprographic services</li> <li>Photographic services</li> </ul>	

  

<b>Charges may also be made for using and hiring Service equipment</b>	
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<b>Roles and Responsibilities</b>	
For chargeable Special Services	Key personnel are Fire Control, Duty Group Commanders, Incident Commanders, Operations, Policy & Support and Finance Department. Where possible, an <b>Agreed Charge</b> for providing the service should be sought, with payment authorised by a 'responsible person.' Where this is not possible or where the situation requires prompt action, <b>Cost Recovery</b> procedures should be followed. Incident Commanders must record details using Forms 72B and 72Bi as appropriate.
For charges for Information and other data requests	Key personnel are Corporate Risk Department and Finance Department.

A copy of this policy and instruction is included in the VMDS Handbook file.

**Further information can be obtained from the Operations, Policy & Support Department.**

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## Cost Recovery including Special Services

### 1. Purpose

1.1 The Fire Services Act 2004 sets out the statutory duties placed on Fire and Rescue Authorities, including core functions relating to fire safety, firefighting, road traffic accidents and emergencies. The Act also enabled Fire and Rescue Authorities to make charges for other services they provide, with the exception of any charge being made for extinguishing fires, protecting life and property in the event of a fire and for providing emergency medical assistance. This power to charge, set out in Section 19 of the Act, gives scope for Fire and Rescue Authorities to charge for or recover the costs of, providing certain non-fire 'Special Services.'

1.2 Sections 2 and 3 of this policy set out the relevant Special Services that can be charged for and the procedures to follow in making charges to recover costs.

1.3 Section 4 sets out other instances where the Service may make a charge, including charges for the provision of information requested under the following legislation:

- The Freedom of Information Act 2000
- The Data Protection Act 1998
- The Environmental Information Regulations 2004.

1.4 The full schedule of charges for both Special Services and for information and data requests is set out in Appendix A – Schedule of Costs and Charges.

### 2. Chargeable Special Services

Services undertaken by the Fire and Rescue Service outside its core firefighting functions are generally termed 'Special Services.'

The majority of Special Services are for 'emergency' incidents, though there are occasionally 'non-emergency' incidents, such as pre-arranged or requested services. Some may attract a charge while others will not. The vast majority of Special Service incident types will be non-chargeable (e.g. Road Traffic Collisions, leaks or spillages that pose an immediate risk). As a general rule, if there is no risk to life or danger to property or risk of fire, then the incident is potentially chargeable.

The Service has determined that the following specific Special Services are normally chargeable:

- Lift Rescues / Gaining Access
- Environmental Protection – Leak, Spillage, Chemical Release, Clean Up/Recovery work (where no immediate risk to life or property)
- Water Removal / Aspiration
- Pumping In / Out (note: water **cannot** be supplied or obtained by the Service)
- Dangerous Structures (USAR)
- Clearing of flooded commercial premises

The following sections provide more detail on key aspects of these chargeable Special Services.

## 2.1 Lift Rescues

2.1.1 In the case of Lift Rescues, this policy will be applied as follows:

- If the Lift Rescue incident is the first time the Service has attended the premises for this purpose after the introduction of this policy, there will be no charge for the service provided but
- If the Service is called to attend a Lift Rescue at the same premises there will be a charge for the service provided, which will be recovered from the owner or other responsible person. It must be made clear at all times that the person requesting assistance **will not** be charged for this service but that costs will be recovered from the owner or other responsible person.

2.1.2 After each initial attendance, the Service will notify the owner of its intention to charge and recover costs for subsequent incidents requiring a Special Services attendance at the same lift.

## 2.2 Gaining Access

2.2.1 At domestic premises, a Special Services attendance to gain access is not chargeable, if the incident requires prompt action to alleviate distress, damage or an escalation of risk. However, where there is clearly no risk to life or damage to property this may be regarded as a chargeable service. Incident Commanders are reminded of the need to establish the person credentials for requiring access; this may require the Police to be involved where any doubt exists.

2.2.2 Note: domestic premises are private residential accommodation and include houses in multiple occupation and care premises, such as old person's homes, sheltered accommodation and hospices (and similar).

## 2.3 Environmental Protection

2.3.1 In the case of environmental protection, including incidents involving hazardous materials, the Service has an agreement with the Environment Agency to discharge certain duties in relation to environmental protection and pollution control. The costs of carrying out these duties will normally be recovered post-incident through the Environment Agency or directly by the Service from the "polluter." In most cases, this work is carried out without the prior consent of the responsible person. Where costs are to be charged through the Environment Agency, an order number must be obtained from the Environment Agency before commencing work.

2.3.2 Should the cause of an environmental protection incident be part of an emergency; such as a fuel or chemical leakage following a Special Service response to a road traffic collision, it is important to be clear that the emergency response is not chargeable. However, once the emergency phase of the incident has been resolved, if the Service is requested or needs to carry out environmental recovery works, this work is chargeable. In this case the Incident Commander should send an informative message to Fire Control to log when the emergency phase of the incident is complete and when the environmental protection/recovery operations commence and charges will apply from this time onwards.

## 2.4 Applying Charges

Normally the application of this policy will be in one of two situations - through an **Agreed Charge** or through **Cost Recovery**:

- **Agreed Charge:** This is where a 'responsible person' authorises the service to be carried out and agrees to pay for the service. This will be agreed in writing prior to commencing any activity. Examples might be requests for water removal or aspiration, or making safe a structure.
- **Cost Recovery:** This is where a chargeable Special Service is carried out without the permission of a 'responsible person.' It relates to those situations where prompt action is required to alleviate distress, damage or an escalation of risk. Examples would include incidents involving hazardous materials or requiring pollution control or at lift rescues, where a responsible person is not available. In these cases, the cost of providing the service would be recorded at the scene so that the costs can be recovered subsequently.

## 2.5 Identifying the 'Responsible Person'

2.5.1 A 'responsible person' is someone who has authority to approve a chargeable service and is able to authorise payment of the charge. This may or may not be the same person who requested the service. At domestic and commercial premises, the responsible person is usually the owner or manager, though this is not always the case. At incidents involving a vehicle, other than within premises, the driver may be considered to be the responsible person.

2.5.2 If the person requiring assistance appears to be too young (i.e. under 18 years old) to authorise payment, the Incident Commander should use discretion given the circumstances of the incident as to whether assistance is given or not. Where assistance is given, the individual's name and their parent's or guardian's name and address should be obtained. In the event of the person being of an age or condition that requires supervision, the assistance of the Police should be requested.

## 2.6 Recording Chargeable Special Services

2.6.1 All chargeable Special Services attended should be recorded on Form 72B: Chargeable Special Services Agreement (Appendix B). The form should be completed by the Incident Commander. Where a responsible person is identified and able to authorise payment of a charge, the details of the service to be provided and the estimated cost of carrying out the service should be recorded on the form. This will need to be agreed and signed by the responsible person and countersigned in their presence by the Incident Commander.

2.6.2 If the responsible person is not available or unwilling to authorise payment, the service should usually not be carried out, unless the situation requires prompt action to be taken. If prompt action is needed, the Incident Commander should record the details of the service provided and the estimated costs on Form 72B as before and submit the form for processing and cost recovery. Where costs are to be recovered through the Environment Agency agreement, an order number should be obtained and recorded on Form 72B, with a signature where possible.

2.6.3 To ensure that Incident Commanders have relevant information available at chargeable Special Services, a copy of this policy, including the schedule and forms, is included in the Handbook file in the Vehicle Mounted Data System (VMDS).

## 2.7 Waiving Charges

2.7.1 While the Special Services identified in Section 2 above are generally chargeable, there may be occasions when a charge could be waived. Where possible this decision should be made through a Flexible Duty Officer or the Duty Group Commander.

2.7.2 The Service may decide that a charge will not be made for recovery work carried out following wide-scale flooding incidents; this will be a Service level decision and communicated to all appropriate personnel.

## 2.8 Other Charges

2.8.1 There may be occasions where requests are made to use or hire Service equipment and personnel, such as requests to recharge compressed air cylinders or to hire out lengths of hose. Such requests will normally attract a charge and will be dealt with on a case by case basis, with a price for the service to be agreed on application. These requests must be passed to Fire Control, who will need to refer to the Duty Group Commander for advice on how to proceed. Most Service equipment will normally not be available for hire or use by untrained persons and should be excluded from this provision on these grounds.

2.8.2 There are a number of arrangements agreed between the Service and local voluntary organisations. The Service will not normally utilise these agencies to carry out chargeable services.

## 2.9 Schedule of Costs and Charges

The scale of charges to be applied to chargeable Special Services is set out in the Schedule of Costs and Charges (Appendix A). These charges reflect the cost of providing the service, and are subject to an annual adjustment.

# 3. Roles and Procedures at Chargeable Special Services

It is essential that Incident Commanders and Fire Control personnel understand the Service's role in relation to charging and cost recovery at Special Services incidents. The following sections set out the specific actions required.

## 3.1 Action by Fire Control

3.1.1 In most cases, Fire Control will receive a Special Service call requiring attendance at an emergency situation and will mobilise. Where a call is received that is clearly not an emergency situation and is likely to attract a charge, the caller should be informed at the earliest stage and prior to any agreed mobilisation, that the service requested may be chargeable (note: this does not include Lift Rescues or Hazmats incidents, where a response will be immediate). Fire Control should refer to the Schedule of Charges to provide the caller with information on the potential charge, to assist the caller in deciding whether to accept or decline the attendance by the Service. Where the caller accepts, potential charges will be made and still requires the service (this is then an **"Agreed Charge"**), Fire Control will notify the Duty Group Commander to confirm whether or not the Service will respond to this request and undertake the task.

3.1.2 If the Duty Group Commander authorises attendance at a chargeable, non-emergency Special Service, Fire Control should advise the caller that a crew will be mobilised to attend and that a responsible person should be available at the scene to agree and sign Form 72B. The caller should also be advised that the crew and any equipment being used may at any time be called away from the scene if required to attend an emergency incident elsewhere. In these cases, the charges will be suspended until the crew is able to return to the scene. Charging will normally start from the time of mobilisation, unless otherwise agreed. If a responsible person is not at the scene, the service will not normally be provided.

3.1.3 When mobilising to an agreed chargeable incident, Fire Control should advise the Incident Commander that the service is to be charged and to ensure that an agreement is signed at the scene by a responsible person. Fire Control should also advise the Incident Commander that approval to mobilise and make a charge for the service has been given by the Duty Group Commander, so that this can be noted on Form 72B.

### **3.2 Action by Incident Commander**

An Incident Commander attending a Special Services incident is responsible for:

- Identifying whether the Special Service is or will become, chargeable. Ensuring that Fire Control are notified that it is an Agreed Charge (Refer to Sections 3.1.1 – 3.1.3 above)
- Where possible, establish who the 'responsible person' is
- Providing the responsible person, where present, with a copy of the current Schedule of Costs and Charges, if applicable,
- Obtaining written agreement, where possible, to carry out the Special Service using Form 72B and Form 72Bi, which sets out the terms and conditions of providing the service,
- Completing Form 72B at all applicable incidents, where possible signed by a responsible person, giving details of the incident and then forwarding to Operations, Policy and Support Department for processing.

### **3.3 Agreed Chargeable Special Services**

3.3.1 On arrival at the scene, the Incident Commander should identify the responsible person and record the details of the service required and the estimated cost on Form 72B. The responsible person should be given a copy the terms and conditions of carrying out the service, which includes an agreement to indemnify the Service against any damage caused. These are set out in Form 72Bi: Chargeable Special Services Terms.

3.3.2 The Incident Commander should retain Form 72B, while Form 72Bi is to be given to the responsible person. A copy of the current Schedule of Costs and Charges should also be given to the responsible person. If the responsible person refuses to sign or is not available to sign, the requested service should not be carried out.

### **3.4 Chargeable Emergency Special Services**

3.4.1 Where the crew attend an emergency Special Service, the service should be carried out as normal to promptly alleviate distress, damage or an escalation of risk. However, where the Special Service is potentially chargeable, as identified in Section 2 above, such as lift rescues or gaining access to premises, the Incident Commander should determine whether a charge should be made, following the closure of the emergency incident. Where emergency assistance is carried out and the responsible person is not available to authorise the service, Form 72B should be completed as far as possible. It should then be submitted

to Operations, Policy and Support for verification and, where appropriate, the responsible person can subsequently be invoiced for the recovery of costs.

3.4.2 In some instances, an emergency Special Service incident may become a non-emergency Special Service once the emergency phase of the response is complete. For instance, if a crew is mobilised to attend an emergency incident to make safe a flooded commercial premises due to an electrical hazard; that is a non-chargeable incident. If once the emergency phase of the incident is complete the owner then requests the crew to assist in pumping out and clearing the flooded area; that would then become a chargeable service. In such cases, the Incident Commander should advise the owner that the service is chargeable and use the Schedule of Costs and Charges to give the owner an idea of the costs and the opportunity to accept or decline the service. Where the owner accepts the service, the Incident Commander should proceed with completing Form 72B. The Incident Commander should also send an informative message to Fire Control to log the time when the charge becomes applicable.

3.4.3 Where the Incident Commander recommends that a charge or recovery of costs should be waived, further evidence should be included to justify the recommendation. In most cases this would be where the Incident Commander considers that applying a charge would not be in the best interests of the Service or where there may be humanitarian grounds. In either case, additional evidence to support the recommendation must be submitted; however a charge will normally be applied in most cases.

3.4.4 Form 72B should be completed as soon as possible post-incident and submitted to the Operations Policy and Support Department for verification as a priority. This is to ensure that any invoices required are raised within 14 days of the service provided in order to comply with VAT regulations. The Incident Commander should also complete the T101 Debrief Form as normal and ensure that it includes note of the costs of the service carried out.

### **3.5 Action by Operations, Policy and Support Department**

3.5.1 On receipt of Form 72B, Operations, Policy and Support Department will ensure that the criteria applied in determining the charges are consistent with this policy. The Department will also undertake quality assurance for each form. The Group Commander Operations, Policy and Support will countersign Form 72B to authorise the collection of or waiving of, any charges. Where payment is required, Form 72B will be forwarded to the Finance Department for processing.

3.5.2 In those cases where Form 72B indicates that a Lift Rescue has been attended, Operations, Policy and Support should either inform the responsible person by letter of the intention to charge for any subsequent attendance (if this is the first occasion) or, where this is the second or a further incident at the same lift and the responsible person has had a letter in relation to the first attendance, the Finance Department should be instructed to invoice the responsible person to recover the cost.

3.5.3 The Operations, Policy and Support Department will maintain a Register of chargeable Special Service incidents carried out, including recommendations, evidence supplied and debrief reports.

## 3.6 Training and Development

3.6.1 Training on potentially chargeable incidents will be provided and incorporated into Incident Command and Fire Control training, and will be delivered by the Training and Development Centre. Training will include the importance of recognising those occasions when an incident moves from an emergency phase to a cost recovery phase, as well as the importance of identifying responsible persons.

3.6.2 The training will also ensure that all staff are aware of Health and Safety issues appertaining to chargeable incidents so that any risk is minimised as far as possible, as these services may not fall within emergency response protocols.

## 4. Charges for Information and Other Data Requests

4.1 In addition to non-fire Special Services, the Service may make a charge for providing information requested under the following legislation:

- The Freedom of Information Act 2000
- The Data Protection Act 1998
- The Environmental Information Regulations 2004.

4.2 The provisions for charging for information under these Acts is set out in the Freedom of Information and Data Protection (Appropriate Limits and Fees) Regulations 2004 and the Environmental Information Regulations 2004. Normally there is no charge for Freedom of Information requests. However, if the estimated time required to collect and supply the information required for a response is likely to exceed 18 hours (based on a maximum limit of £450, which is 18 hours at £25 per hour), a request can be refused. The person requesting the information will be advised and offered the opportunity to revise the request to a manageable scale.

4.3 These provisions also apply to instances where the costs of answering more than one request for the same or similar information within the space of 60 consecutive working days can be “aggregated” or added together to estimate if the £450 limit is exceeded. Such requests must also be either from the same person or they could be from different people, who appear to be working together in a campaign.

4.4 Under the Data Protection Act, a request can be made for personal data held by the Service and its purpose. This is called a Subject Access request and costs £10 per request. Note that there is no charge for current employees of Hereford & Worcester Fire and Rescue Service.

4.5 Under the Environmental Information Regulations a ‘reasonable fee’ can be charged for providing environmental information. The Service considers a reasonable charge for officer time taken to collect and supply the information requested is £25 per hour, plus an additional charge of 10p per photocopied page over and above 50 pages.

4.6 There are also a number of other administrative services that attract a charge including printing, photocopying, photographic, reprographic and plan drawing services, plus any costs for formatting information and postage costs.

4.7 All requests for information and related services will be managed by Corporate Risk Department, who will determine if a charge applies and calculate an estimate of the costs. All appropriate fees must be paid in advance and if, following notification of the fee to the person requesting the information, no payment is received within 60 working days, the request will be closed and no further action taken.

4.8 There are two main occasions when the Service will not normally apply a charge for information requested:

- under the Disability Discrimination Act 1995, when providing information in formats such as Braille, large print or spoken word
- when providing information in a language other than English, where the person requesting the information provides proof of residency, work or study in Herefordshire and Worcestershire. In this instance, additional time may be needed above the usual time limit for answering requests.

4.9 Note that in both cases, the Service will reserve the right to communicate the information in the most cost-effective way whilst still meeting the needs of the individual making the request.

4.10 The charges for providing information and related services are set out in the Schedule of Costs and Charges (Appendix A).

## 5. Invoicing

If there is a charge for a Special Service or a request that the cost of providing the Special Service is to be recovered, Operations, Policy and Support Department will forward the completed Form 72B to the Finance Department for invoicing. Finance Department will then invoice the appropriate person with any supporting details and supporting information, such as this policy. If the recipient queries the invoice or requests exemption, such as where the recipient disputes the charge or challenges a decision to refuse a request for information on the grounds that it would exceed the £450 limit, this will be dealt with by the Finance Department through the normal complaints procedures.

## 6. References

- Operations, Policy and Support Sharepoint site
- VMDS handbook
- Local working arrangements with Environmental Agency version 2.00 February 2011

### Links:

- [Fire Services Act 2004](#)
- [Civil Contingencies Act 2004](#)
- [Freedom of Information Act 2000](#)
- [Data Protection Act 1998](#)
- [Environmental Information Regulations 2004](#)
- [Fire Service Manual Vol2 - Fire Services Operations - Environmental Protection 2008](#)

**Appendix A**

**FORM Fin72a -SCHEDULE OF COSTS AND CHARGES**

The Fire Services Act 2004 sets out the statutory duties placed on Fire and Rescue Authorities, including core functions relating to fire safety, firefighting, road traffic accidents and emergencies. The Act also enabled Fire and Rescue Authorities to make charges for other services they provide, with the exception of any charge being made for extinguishing fires, protecting life and property in the event of a fire and for providing emergency medical assistance. This power to charge, set out in Section 19 of the Act, gives scope for Fire and Rescue Authorities to charge for or recover the costs of, providing certain non-fire 'Special Services.'

Hereford & Worcester Fire and Rescue Service's number one priority is always to those people whose life may be at risk and we will attend any calls of this nature in the usual manner. However, we have a duty to recover costs incurred at other incidents where reasonably possible, to ensure the best use of public money.

<b>1. SPECIAL SERVICES CHARGES</b>	<b>Unit</b>	<b>Cost</b>
Attendance by pumping appliance	per hour	£217.00 inclusive of crew
Attendance by special appliance	per hour	£289.00 inclusive of crew
Attendance by ancillary vehicles	per hour	£73.29
High Volume Pump (HVP) deployment and recovery		£1,080, then £340 per hour
Detection Identification and Monitoring (DIM) vehicle		Will be calculated based upon actual use.
Mass Decon vehicle + 1 appliance		Will be calculated based upon actual use.
Attendance by personnel:		
- Firefighter, Crew Commander and Watch Commander	per hour	£33.49
- Station Commander	per hour	£38.51
- Officers above Station Commander	per hour	£44.84
- Others, support staff, mechanics	per hour	£17.06
Interviewing officers x rate of role	minimum charge	£153.00 x 2 officers at £38.10 over 2 hours.
Costs of travel and subsistence incurred		appropriate rate
Administrative charge for processing chargeable Special Service requests	per hour	£10.83

2. USE OF EQUIPMENT AND HIRE CHARGES	Unit	Cost
All requests to use or hire Service equipment will be considered and costed on an application only basis.		Prices available on application.

3. CHARGES FOR INFORMATION AND OTHER DATA REQUESTS	Unit	Cost
Freedom of Information request - note: if time taken to provide response to request is likely to exceed 18 hours, the request may be refused (Refer to sections 4.2 and 4.3)		no charge
Data Protection Act – Subject Access request; where an individual arranges with the Service, to specifically inspect or request a copy of the data held that they are entitled to view.	per request	£10 for non-staff (no charge for current employees of Hereford & Worcester Fire and Rescue Service)
Environmental Information request	per hour	£25 (plus 10p per photocopied page above 50 pages)
Fire Report (electronic FDR1 or IRS report)	each	£52.00
Fire Investigation Report	each	£255.00
All reports containing plans and photographs will incur additional charges to cover the costs of production		Refer to Photographic charges
Reprographics		
- A3 plan	per sheet	£15.00
- A2 plan	per sheet	£20.00
- A1 plan	per sheet	£25.00
- A0 plan	per sheet	£30.00
- plan drawings	per hour	£24.00
Photographic charges		
- 8" x 6" photograph	per photograph	£8.00
- photographic images on CD	per CD	£110.00

**All charges are exclusive of Value Added Tax (VAT), which will be charged at Standard Rate.**

**For chargeable Special Services, the minimum charge for time spent will be one hour and thereafter will be charged for a full hour for each part hour spent. Time charged will include preparation, travelling and servicing time.**

**Special Services customers must sign Form Fin72B: Chargeable Special Services Agreement and acknowledge the terms and conditions of providing the service set out in Form Fin72Bi: Chargeable Special Services Term.**

**Appendix B**

<b>FORM Fin72B: Chargeable Special Services Agreement</b>			
<b>1. PARTICULARS OF CUSTOMER:</b>			
<b>Name: (Owner, Occupier, Organisation):</b>			
<b>Name of Contact:</b>			
<b>Address:</b>			
<b>Special Service Required:</b>			
<b>Date and Time</b>			
I declare that I have received a copy of the current Schedule of Costs and Charges and agree to be bound by the terms and conditions detailed in Form 72Bi: Chargeable Special Services Terms.			
Signed: ..... Date: .....			
Print name: .....			
Contact details (if different from above):			
Address: .....			
Telephone: ..... Email: .....			
<b>INVOICE WILL FOLLOW. <u>DO NOT</u> SEND PAYMENT WITH THIS DOCUMENT.</b>			
<b>2. PARTICULARS OF SERVICE PROVIDED</b>			
<b>Appliances</b>	<b>Number</b>	<b>Time spent</b>	<b>Total charge</b>
Pumping Appliance			
Special Appliance			
Ancillary Vehicle			
Other Appliance (state type)			
<b>Persons Attending</b>			
Firefighter, Crew Commander, Watch Commander			
Station Commander			
Rank above Station Commander			
Support Staff (e.g. Technician)			

**2. PARTICULARS OF SERVICE PROVIDED (continued)**

Services	Tick box as appropriate	Details of action carried out
Lift Rescue		
Gaining Access		
Environment Protection:		
▪ Leak or Spillage		
▪ Chemical Release		
▪ Clean Up/Recovery		
▪ Other		
Water Removal, Pumping In / Out		
Water Aspiration		
Dangerous Structures (USAR)		
Clearing Flooded Commercial Premises		
Other		

**3. EQUIPMENT DAMAGED OR REQUIRING CLEANING OR SERVICING ON RETURN**

Details/Item	£

**4. REPORT OF INCIDENT COMMANDER**

I confirm that the above Special Service has been supplied and that all other details given are correct.

Incident Commander: .....Station: .....

Charge for Service Y/N (delete as appropriate)  
 If a charge is not made further evidence is required: (add additional sheet where appropriate)

.....  
 .....  
 .....

**5. AUTHORISED BY OPERATIONAL POLICY AND SUPPORT**

Group Commander .....

No charge to be made / charges as specified .....

Signature: .....

Date: .....

**6. INVOICE FOR PAYMENT (FINANCE DEPARTMENT ONLY)**

Invoice No. .... Date: ..... Signed: .....

## Appendix C



### FORM Fin72Bi: CHARGEABLE SPECIAL SERVICE TERMS

#### (To be retained by customer)

Section 12 of the Fire Services Act 2004 empowers Fire and Rescue Authorities to use their Services and equipment for purposes other than fighting fires. Section 19 of the Act enables charges to be made for certain activities. These activities are known as “Special Services”.

Special Services of Hereford & Worcester Fire and Rescue Service have been used as detailed and agreed on Form 72B: Chargeable Special Services Agreement and an appropriate charge has been levied for the recovery of costs incurred.

Please note this information may be useful for any insurance claims you wish to make.

**NB:** Charges are subject to an addition of Value Added Tax at the current rate (VAT registration Number: 770989964).

#### Terms and Conditions

On agreeing this service provision, the following terms and conditions apply:

1. Appliances can only be hired for a minimum period of one hour and thereafter will be charged for a full hour for each part hour worked.
2. Hereford & Worcester Fire and Rescue Service shall only be liable for direct loss or damage due to the negligence of the Service, who accept no liability whatsoever for any consequential loss suffered as a result.
3. A charge will be made for any expenditure incurred through damage to appliances and equipment attributed to negligence on the part of the person(s) or employees of such person(s) for whom the service is undertaken.
4. Hereford & Worcester Fire and Rescue Service reserve the right to terminate any service being provided thereby ending the hire period.
5. Hereford & Worcester Fire and Rescue Service will provide Public Liability Insurance cover for the service undertaken.
6. The crew and any equipment being used may at any time be called away from the scene if required to attend an emergency incident elsewhere, providing it does not compromise the safety of the scene. In this case, the charge will be suspended until the crew is able to return to the scene.

7. The Chief Fire Officer reserves the right to alter charges specified without prior notice; however notification of any changes will be given where possible.
8. Upon request, the Service will provide a verbal quotation of the potential overall cost but will at no time be committed to a firm quotation until after the work is complete.

## Data Protection

Any personal information provided will be used solely for the purpose stated when it is collected. Hereford & Worcester Fire and Rescue Service will not sell, license, transmit or disclose this information outside of Hereford & Worcester Fire and Rescue Service unless expressly authorised by you or required or permitted by law.

Where there is a legitimate reason to do so, Hereford & Worcester Fire and Rescue Service may share your personal information with a third party who is working on our behalf and who has met the Service's data processing standards. The Service will only share your personal data where we have received your consent or where there is a legal requirement to do so; for example detection or prevention of crime.

If you have any questions please contact The Corporate Risk Management Department, Hereford & Worcester Fire and Rescue Service Headquarters, 2 Kings Court, Charles Hastings Way, Worcester, WR5 1JR – Tel: 0845 12 24454 – E-mail: [Informationrequests@hwfire.org.uk](mailto:Informationrequests@hwfire.org.uk) or [info@hwfire.org.uk](mailto:info@hwfire.org.uk)

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I declare that I have received a copy of the current Schedule of Costs and Charges and agree to be bound by these terms and conditions.

Signed: ..... Date: .....

Print name: .....

Contact details:

Address: .....

Telephone: ..... Email: .....

Countersigned by:

Incident Commander: ..... Station: .....

Date: .....