

Date

May 2024

Service Level Agreement

between

Plymouth City Council

and

The Mayor and Commonalty and Citizens of the City of
London

For the provision of a Port Health Authority Service

THIS AGREEMENT dated

May 2024 is made between

- (1) **Plymouth City Council (“Plymouth City Council or PCC”)** of Ballard House, West Hoe Road, Plymouth, PL1 3BJ and
- (2) **The Mayor and Commonalty and Citizens of the City of London**, of Guildhall, PO Box 270, London EC2P 2EJ (**“London Port Health Authority – City of London or London PHA”**).

Background

- a. This Agreement between **Plymouth City Council** and **London PHA** sets out the arrangements agreed between PCC and London PHA for a regulatory Port Health Authority Service to be delivered by London PHA at the Port on behalf of PCC to enforce the biosecurity requirements set out in Article 2(1) of the assimilated Official Controls Regulation OCR 2017/625 and other related legislation.
- b. The Secretary of State for Defra must ratify that individual veterinary surgeons are suitably trained to be Official Veterinary Surgeons for any BCP designated to import POAO. The Local Authority for an area with a BCP designated to import products must appoint suitably trained veterinary surgeons to be Official Veterinary Surgeons for the consignments designated at that BCP. If the BCP is only approved for animal by-products, either the Secretary of State or the Local Authority can appoint a veterinarian or inspector. If the BCP is approved for fishery products or composite products that only contain processed fishery products, and only those for human consumption, the Local Authority can appoint an Environmental Health officer (or suitably trained individual) to act as an Official Fish Inspector.
- c. For biosecurity border controls, the Official Inspector is any person or organisation with the authority to perform checks or make decisions at the BCP. Generally, this will be either the Official Veterinary Surgeon or the Official Fish Inspector. The Official Veterinary Surgeon is responsible for ensuring the effectiveness of official controls at the BCP.

1 Definitions and Interpretation

1.1 In this Agreement unless the context otherwise requires the following terms shall have the following meanings:

APHA

Animal and Plant Health Agency

Authorised Officer

The person who is authorised by a Central Authority, a Local Authority or the FSA, either generally or specially, to act in matters arising under TARP Regulations whether or not they are an Officer of that Central Authority or Local Authority or of the FSA.

BCP

A border control post approved under the OCR being a place, and the facilities belonging to it, designated by the appropriate Authority for the performance of the official controls provided for in Article 47(1) OCR.

CHED

Common Health Entry Documents as more particularly described in the TARP Regulations

Designation

Designation is the process required to formally confirm that facilities at a GB import point of entry comply with the OCR legal requirements for a facility to be designated. Designation allows a BCP to carry out biosecurity controls and checks on the specific import commodities for which it has been designated.

FSA

Food Standards Agency

IPAFFS

The Import of Products, Animals, Food and Feed System being a web-based service that facilitates the application for, and issuing of, CHEDs for imports into GB of live animals, their products and germplasm.

IUU

Sea Fishing (Illegal, Unreported and Unregulated Fishing) Order 2009.

OCR

Regulation (EU) 2017/625 of the European Parliament and of the Council known as the Official Control Regulation 2017/625.

Official Controls

Activities performed in accordance with Article 2(1) of the OCR and its delegated and implementing Acts.

Official Fish Inspector (“OFI”)

An environmental health officer appointed as a fish inspector by the Local Authority pursuant to Regulation 12(4) of the TARP Regulations.

Official Inspector

The Official Veterinarian or Official Fish Inspector at a BCP provided in this Agreement by London PHA. Any person or organisation with the authority to perform checks or make decisions at the BCP.

Official Veterinary Surgeon (“OV”)

A veterinary surgeon appointed by an appropriate authority as required by Regulation 12 of the TARP Regulations which authority for the purposes of this agreement shall be London PHA.

Operator

Any natural or legal person subject to one or more of the obligations provided for in the rules referred to in Article 1(2) of the OCR being the commercial or public sector body that operates a formally designated BCP.

Organic Imports

Organic products subject to import checks to ensure that they comply with GB rules.

Plymouth BCP

Plymouth Border Control Post at the Port

Port

ABP Plymouth BCP Building, Millbay Docks Plymouth, PL1 3EF.

POAO

Products of Animal Origin.

Recharge Appendix

The Appendix to this Agreement setting out the basis on which recharges for assistance provided by PCC staff to London PHA will be paid.

Records and Documents

The records and documents to be retained at the BCP as set out in Schedule 1 to this Agreement.

Service

Port Health Authority Service.

TARP Regulations

The Trade in Animals and Related Products Regulations 2011.

1.2 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended extended or re-enacted.

1.3 Words importing the singular include the plural words importing any gender include every gender, words importing persons include bodies corporate and unincorporated; and (in each case) vice versa.

1.4 Reference to clauses and schedules are references to clauses and schedules of the Agreement and any reference to a sub provision is unless otherwise stated a reference to a sub provision of the provision in which the reference appears.

1.5 References to European Union (EU) legislation within this document are references to direct EU Legislation which has been assimilated in Great Britain (assimilated direct legislation), as defined in the Retained EU Law (Revocation and Reform) Act 2023.

1.6 The clause and paragraph headings and titles appearing in the Agreement are for reference only and shall not affect its construction or interpretation.

2. The Service

In consideration of London PHA undertaking the Service on behalf of PCC and recovering charges for such Service from importers which would otherwise be due to PCC the parties agree as follows:

Provision of the Service

2.1 London PHA agree to undertake the Service at the Port to ensure the relevant legislation is complied with and will carry out all required legal measures in the event of non-compliance.

2.2 Where PCC provides staff to assist the London PHA OV's OFIs in performing the Service, as more particularly set out in clauses 2.3, 2.6, 2.7, 2.9, 2.14, 2.15, 2.16.3, 2.16.5, 2.16.6, 2.17.2, 2.18, 2.26 and 2.27 the costs to PCC in providing that assistance shall be paid to PCC by London PHA in accordance with the provisions of the Recharges Appendix.

2.3 Appointing Official Veterinarians and Official Fish Inspectors

2.3.1 London PHA will provide sufficient OV's and OFIs to undertake the Service.

2.3.2 PCC shall grant authority to the OV's and OFI to act on its behalf.

2.3.3 PCC will provide competent staff to assist the OV or OFI with checks under supervision by an OV or OFI in line with the RCVS Code of Professional Conduct.

2.4 Checks on goods and fishery products

The OV will ensure that goods presented to the BCP are checked as set out in Commission Implementing Regulation 2019/2130. The OFI will ensure that fishery products presented to the BCP are checked as required in Commission Implementing Regulation 2019/2130.

2.5 Ensure equipment and facilities are available

Until 31 July 2024 PCC will ensure that the necessary equipment and facilities are available at the BCP to enable the OV and OFI to undertake all checks required under the OCR and the Implementing Regulations 2019/1014 to be carried out effectively. Thereafter all equipment and facilities to enable the required checks to be undertaken for the Service at Plymouth BCP must be funded by **London PHA** via cost recovery from charges made.

2.6 Collecting samples for the National Monitoring Plan

PCC will provide competent staff to assist with collecting samples under the supervision of the Official Inspector to ensure that sufficient appropriate samples (including samples for microbiological examination, such as detection of Salmonella) are collected and submitted for laboratory examination under the National Monitoring Plan, including where reinforced checks are in place. Samples will be submitted by PCC to a designated laboratory.

2.7 Attend all checks

The OV and OFI must be present at the BCP when all veterinary checks are in progress. **PCC** will provide competent staff to assist with checks under the supervision of the Official Inspector.

2.8 **Issue the Common Health Entry Document (CHED)**

The OV and OFI will issue CHEDs for all consignments, and notifications of rejections (including rights of appeal) when consignments fail veterinary checks.

2.9 **Ensure rejected consignments are compliantly handled and disposed of**

The OV and OFI must ensure that rejected consignments are handled and disposed of in accordance with the relevant animal by-product enforcement regulations. **PCC** will provide competent staff to assist with ensuring rejected consignments are compliantly handled and disposed of.

2.10 **Ensure staff are properly managed and trained**

The OV and OFI shall ensure that staff working in the BCP are properly managed and trained. All staff involved with vet checks must be appropriately qualified and have the necessary skills and expertise for their roles. **PCC** will ensure that their staff undertake training as directed by **London PHA** in order to assist the OV with checks.

2.11 **Ensure all required Records and Documents are available**

The OV and OFI will ensure that all documents and records required to be retained are held at the BCP. **London PHA** will provide the required documentation and procedures. **PCC** will ensure that the Records and Documents are stored appropriately at the BCP and are available and that the required Records and Documents are site-specific to the BCP.

2.12 **Update the IPAFFS database**

PCC will ensure that **London PHA** has access to the **PCC** IPAFFS site to enable the OV and OFI to monitor IPAFFS for pre-notifications and messages about consignments scheduled to be handled at the BCP. The OV is responsible for ensuring CHEDs are fully completed on IPAFFS as required.

2.13 **Attend and lead external audits**

The OV and OFI supported by PCC must be present at and lead all external audits of the BCP. Organisations that can carry out BCP audits include APHA and the FSA.

2.14 **Ensure the BCP is managed in a hygienic manner**

PCC will provide assurance to the OV and OFI that the BCP is maintained and managed in a hygienic manner, in compliance with the retained EU Hygiene Regulations for the commodities concerned, and that the conduct of required controls at the BCP does not pose a biosecurity risk to the consignments being handled.

2.15 **Liaise with Customs officials**

PCC will assist the OV / OFI where required to liaise with Customs Officials at the BCP to:

- 2.15.1 ensure that adequate measures are in place to identify smuggled products of animal origin;
- 2.15.2 prevent unchecked products of animal origin leaving the Port; and
- 2.15.3 advise of any increased risks identified from rejected consignments.

2.16 Save as set out otherwise in this Agreement **London PHA** will be responsible for enforcing regulatory controls. **London PHA** roles and duties will include:

2.16.1 Providing sufficient OVs and OFIs and other non-veterinary staff resources to permit the checks required under OCR, IUU and for Organic Imports to be carried out effectively.

2.16.2 Collecting the charges as laid down in Annex IV of the OCR and passing the same on to **PCC** where agreed for Plymouth based checks and services

2.16.3 Liaising with APHA Centre for International Trade for POAO issues, if support or advice is needed where a problem has been detected with a consignment or with the BCP facilities with assistance from **PCC** where required to liaise with Customs Officials at the BCP.

2.16.4 Avoiding conflicts of interest by **London PHA** ensuring that procedures are in operation to check that BCP staff (including OVs, OFIs, technical officers and clerical staff) do not have any conflicts of interest, in line with Article 5 of the OCR.

2.16.5 Verifying that the checks carried out by OVs and OFIs meet the requirements of OCR legislation, in particular the elements covered by Chapter 5 of the OCR, as amended by The Official Controls (Animals, Feed and Food, Plant Health etc.) (Amendment) (EU Exit) Regulations 2020. **PCC** will provide competent staff to assist the OV or OFI with these checks.

2.16.6 Carrying out verification checks as required by Article 5 1(a) of the OCR. **PCC** will provide competent staff to assist the OV or OFI with these checks.

2.17 Under this Agreement, **PCC** role and duties will include:

2.17.1 Providing the equipment necessary at the Plymouth BCP to enable all checks required under the OCR and the Implementing Regulations 2019/1014 to be carried out effectively. This will be covered by Defra funding to **PCC** until 31 July 2024, after which time the service must be funded by **London PHA** via cost recovery from charges made.

2.17.2 Cleaning and hygiene at the BCP ensuring that the BCP is maintained and managed in a hygienic manner, consistent with OCR requirements and with the retained EU Hygiene Regulations for the consignments being handled.

2.17.3 Performing regulatory enforcement responsibilities on international catering waste: where port-side deficiencies on handling international catering waste are identified by APHA or equivalent relevant Agency.

2.18 Procedures for Veterinary Checks

London PHA will provide procedures for veterinary checks at Plymouth BCP. **PCC** will assist the OV / OFI where required to undertake veterinary checks at the BCP.

2.19 Procedures for Veterinary Checks - access to information at the BCP

BCP staff must ensure that the following up-to-date information is available (or accessible online) at the BCP, until the information is confirmed as uploaded and available on the IPAFFS. **PCC** will ensure access to this information is available at the Plymouth BCP.

Access to current lists of:

- countries (European Union (EU) and Rest of World (RoW)), or parts of countries, authorised to dispatch products to Great Britain (GB)
- establishments in countries (EU and RoW) authorised to dispatch products to GB
- national authorised establishments for non-harmonised products
- approved GB BCPs and their contact details
- approved EU BCPs
- United Kingdom establishments that can receive monitored products:
 - animal by-product (ABP) premises approved or registered by Defra
 - food for human consumption approved by Local Authorities, FSA or FSS
- UK approved free zones

Copies of or access to the latest versions of:

- legislation containing copies of the model health certificates
- all documents which must accompany products dispatched to GB
- any safeguard decisions that prohibit or restrict imports to GB
- relevant UK legislation for products and procedures covered by veterinary checks

Other relevant documents, including OVS notes and Import information notes, are provided by:

- the FSA for fishery and aquaculture products
- APHA Centre for International Trade for all other animal products

2.20 Procedures for Veterinary Checks - notification of arrival and presentation requirements

The person responsible for the consignment (e.g. importer or agent) must notify the Plymouth BCP, in advance of the consignment's arrival. **London PHA** and **PCC** will ensure that notifications for Plymouth BCP are appropriately directed to **London PHA**.

2.21 **Pre-notifying and arriving at the BCP**

Should pre-notification of an import not be done at least one working day before the consignment is due to arrive provided that notification of the time of arrival is made at least 4 hours in advance **London PHA** will take a decision on whether the evidence of logistical constraints are enough to justify a late notification. **PCC** will assist with any site-specific information that may be relevant to the decision.

2.22 If the **London PHA** Official Inspector is not satisfied with the reason for giving a late notification in clause 2.21, appropriate action will be taken by **London PHA** as consignments arriving without pre-notification are classed as illegal.

2.23 **Procedures for Veterinary Checks - manifest checks**

PCC will ensure that **London PHA** has access to the relevant manifests and software for the Plymouth BCP in order that the Official Inspector can, if they so wish, check on manifests whenever they need to identify anything that might require veterinary checks and be aware of any Border Force operations to detect undeclared products. This will be funded by Defra funding to **PCC** until 31 July 2024, after which time the service must be funded by **London PHA** via cost recovery of charges made.

2.24 **Processes at the BCP**

PCC will ensure that the required processes are site-specific to the Plymouth BCP to identify any consignment moving through the Port that may contain products of animal origin or to stop suspicious consignments and supporting Border Force in taking necessary measures. This is so that the Official Inspector has free access to necessary information for all consignments carried on the specific means of transport. These processes should cover both consignments intended for import and those for transit, transshipment, or warehousing.

2.25 **Procedures for Veterinary Checks - documentary checks**

London PHA will undertake documentary checks. A documentary check is defined in the OCR as "examination of the official certificates, official attestations and other documents including documents of a commercial nature, which are required to accompany the consignment". The documentary check will confirm that documents conform to the detail of the conditions for import. All consignments must undergo a documentary check. Documentary checks must confirm:

- the final destination of the goods
- that the goods have been appropriately certified
- that the goods are in accordance with the intended use

Every consignment intended for import must have a documentary check to ensure that the notification and the Health Certificate agree.

2.26 Procedures for Veterinary Checks - identity checks

London PHA will identify goods requiring identity checks which will be performed in line with the specific risk-based requirements for all types of commodities and countries of origin, which are set out in legislation. These identity checks involve checking that the stamps, official marks, official labelling and health or identification marks on the product or its packaging match with those recorded in the IPAFFS documents for the consignment. Official Inspectors must choose the packages or containers on which to conduct identity checks. **PCC** will provide competent staff to assist with checks under the supervision of the Official Inspector.

2.27 Procedures for Veterinary Checks - physical checks

London PHA will identify goods requiring physical checks and ensure the checks are undertaken. A physical check is defined (in Article 3 of the OCR) as: “a check on animals or goods and, as appropriate, checks on packaging, the means of transport, labelling and temperature, the sampling for analysis, testing or diagnosis and any other check necessary to verify compliance with the rules referred to in Article 1(2)”. **PCC** will provide competent staff to assist with physical checks under the supervision of the Official Inspector.

3. Duration

3.1 This Agreement is valid until 30 April 2027. Throughout the term of this Agreement, **London PHA** and **PCC** will monitor the Service in accordance with Schedule 2. On the basis of an annual review, **London PHA** and **PCC** will use this information and any further information submitted to decide whether it wishes to continue the Agreement. If **London PHA** or **PCC** considers that the Service fails in a material or substantial way it will terminate this Agreement in accordance with the provisions of clause 9 of this Agreement.

3.2 Three months prior to the end of this Agreement, **London PHA** and **PCC** will discuss and confirm in writing whether or not they wish to renew the Agreement at the end of the current term.

3.3 If either party states in writing that it does not want to continue this Agreement beyond the current term, this Agreement shall lapse at the end of the current term.

4. Operation

4.1 Associated British Ports at **Plymouth BCP** will operate 24 hours for arrival at the Port. The Service will operate the following opening hours:

Monday to Friday: **9:00 – 17:00**
Saturday and Sunday: Closed

4.2 **London PHA** will operate the following opening hours:

Monday to Friday: **7:00 – 17:00**

Saturday: **08:00 – 14:00**

4.2 The key points of contact for **London PHA** will be:

- porthealth@cityoflondon.gov.uk
- 020 7332 1101
- [London Port Health Authority - City of London](#)
- Timothy.Bage@cityoflondon.gov.uk
- Matthew.Purkiss@cityoflondon.gov.uk

4.3 The key points of contact for **Plymouth City Council** will be:

- Port.Health@plymouth.gov.uk
- 01752 398501
- [Port health | PLYMOUTH.GOV.UK](#)
- Katharine.O'Connor@plymouth.gov.uk
- Caroline.Scott@plymouth.gov.uk

4.4 Outside of opening hours the key points of contact for **London PHA** will be:

- porthealth@cityoflondon.gov.uk
- 020 7332 1101
- [London Port Health Authority - City of London](#)

4.5 Outside of opening hours the key points of contact for **Plymouth City Council** will be:

- Port.Health@plymouth.gov.uk
- 01752 668000
- [Port health | PLYMOUTH.GOV.UK](#)

4.6 On all appropriate webpages, documentation or publicity there shall be an acknowledgement that the Service is being provided by **PCC** in partnership with **London PHA**.

5. Funding

5.1 In accordance with the HMG UK Border Target Operating Model, the Service will be funded by cost recovery from charges made on importers wishing to use the Plymouth BCP. **London PHA** will recover all costs from importers and transfer any sums owed to **PCC** for support services as described in this Agreement on the basis set out in the Recharges Appendix.

6 Security

6.1 All BCP staff visiting the Plymouth BCP will follow Associated British Ports and Border Force security procedures. **PCC** will ensure that **London PHA** staff are fully briefed on site-specific arrangements for security and access.

7 ICT services and equipment

7.1 **PCC** will ensure that **London PHA** staff have access to the required documents, records and information while onsite. Access to PCC accounts on IPAFFS, TRACES, and CNS or similar will be provided to the designated and appointed OV's / OFIs.

8. Monitoring and Review

8.1 This Agreement can only be reviewed by **PCC** and **London PHA**, by mutual consent. The areas that will form the basis of the monitoring and review appear in Schedule 2.

8.2 An Annual Report will be prepared by **PCC** and **London PHA** as set out in Schedule 2.

9. Termination

9.1 If at any time either party wishes to terminate the Agreement, it may do so by giving to the other party three months' prior written notice to be sent to the other party's last known address.

9.2 The Agreement will also terminate at the end of the current term if it has not been renewed.

9.3 Any attempt to terminate the Agreement in any way which does not comply shall not be valid.

10 Insurance / Indemnity

10.1 Both parties will ensure that valid policies of insurance are in place with a reputable insurance company for professional liability risks in respect of any claim arising from use of the Service.

11 Confidentiality

11.1 Neither of the parties nor their agents, staff or representatives shall during this Agreement and after it has been terminated use or disclose to any person who has no right to receive it, any Confidential Information which comes to the knowledge of the other party as a result of being involved in the making and implementation of this Agreement. If one party is unsure as to whether or not a particular piece of information is confidential it shall check in writing its status with the other party before disclosing it to a third party.

11.2 Each party shall take all reasonable steps to prevent the use or disclosure by their representatives, officers or employees of the confidential information.

11.3 Both parties shall comply with all applicable requirements of the Data Protection Legislation. For the avoidance of doubt, Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (S/

2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

12. General Clauses

- 12.1 No amendment to this Agreement shall be valid unless it is agreed by both parties and evidenced in writing.
- 12.2 The invalidity, illegality or unenforceability of any term or condition shall not affect the validity, legality or enforceability of any other term or condition used in this Agreement.
- 12.3 This Agreement shall not create any rights for the benefit of or enforceable by any person who is not a party hereto. The provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded.
- 12.4 This Agreement shall be construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

IN WITNESS whereof the parties have signed this Agreement the day and year first before written

SIGNED: _____
For an on behalf of **Plymouth City Council**

NAME _____
(Please print)

SIGNED: _____
For and on behalf of **The Mayor and Commonalty and Citizens of the City of London**

NAME _____
(Please print)

SCHEDULE 1

Records and Documents

Examples of required records and documents include:

General

- Records of internal verification checks on procedures / training, to include any remedial action required and outcomes.
- Training records - including evidence of internal and cascade training.
- Declarations of conflicts of interest.
- Records / evidence of meetings / contact with other government bodies, particularly engagement with Border Force.
- Contingency plans - e.g. a manual / alternative clearance procedure.
- Distribution of information to all officers (e.g. OVS notes).
- Contact details of key operational partners and stakeholders.

Structure and operation

- Protocol for movement of consignments from quayside to BCP, including use of computerised or manual freight systems, application of “holds” on system, request for consignment to be presented at the BCP, and controls on consignments which exit, and re-enter customs approved areas.
- Cleaning and disinfection protocols and timetables, with supporting docs to demonstrate correct implementation.
- Maintenance plan - with a Standard Operating Procedure (SOP), and evidence of monitoring by PHA.
- A SOP describing how movements of personnel and products are carried out to minimise the risk of cross contamination (per OCR Regulation 2019/1014 Art 3.9) for BCPs designated for multiple product types (e.g. POAO, HC & NHC, FNAO, allergens). SOPs must cover all areas of the inspection facilities and be reflected in the cleaning protocol above.
- Pest control records, including evidence of action taken on recommendations.
- Contingency plan for additional storage in unusual or unexpected circumstances.
- Site-specific Memorandum of Understanding if BCP facilities are used by other competent authorities.
- Copies of plans held at BCP, to include:
 - Location of BCP within the curtilage of the port
 - Customs approved area
 - Detailed design of BCP/IC as designated.
 - If there are separate Inspection Centres at the BCP, a list of consignments inspected in each one.
- Evidence of any non-compliance or enforcement action taken by the PHA against the BCP operator or their contractors.
- Records of internal verification checks on BCP facilities, to include any remedial action required, with target dates and outcomes recorded.

Veterinary checks records

- Manifest checks.
- Requests for further details on consignments with incomplete or incorrect descriptions of, e.g., groupage or consolidation.
- Documentary checks.
- ID checks.
- Physical checks.
- Actions taken on rejected consignments – re-export, destruction or transformation.
- Procedure for random selection of consignments for identity checks, including a system for selecting consignments for full turn-out.
- Procedure for random selection of consignments for physical checks.
- Goods subject to monitoring procedures (previously called channelling) (OCR Regulation 2019/1666).
- Transits and Transhipments (OCR Regulation 2019/2124).
- Sampling plan - in line with the National Monitoring Plan. • Sampling procedure - to include storage & despatch.
- Intensified Official Controls.
- SOP for illegal imports – instructions for referral to Border Force. •
- Follow-up register, to cover:
 - Transits
 - Transhipments
 - Monitored goods
 - Rejected consignments.

Schedule 2

Performance Monitoring and Review

1. The monitoring and review process will be a joint activity between **PCC** and **London PHA** with the aim of ensuring:
 - the best service possible to customers
 - the most effective use possible of the resources available
 - that issues relating to the provision of and the delivery of the Service. – and, where appropriate, the condition and use of the building where the Service is undertaken – are resolved.

2. **PCC** and **London PHA** wish to ensure that the arrangements set out in this Agreement work smoothly, and that improvements to the service to customers can be made wherever possible. A key element of the review process, therefore, will be to monitor the efficient working of these processes to identify problems and improvements and to act on this wherever possible.

3. **Annual Report:**

The Annual Report will consist of

- a. A brief annual report to cover:
 - major events during the year
 - new initiatives introduced
 - plans for the next 12 months
- b. Review of Key Performance Indicators over the last financial year (April–March)
- c. A record of costs recovered from the operation
- d. Any other issues

Appendix 1

Recharges