MINUTE OF AGREEMENT

between

THE CHIEF CONSTABLE OF THE POLICE SERVICE OF SCOTLAND, appointed in terms of Section 7 of the Police and Fire Reform (Scotland) Act 2012 ('the Act') and having her headquarters at Tulliallan Castle, Kincardine, Fife, FK10 4BE ('the Chief Constable')

and

WHEREAS

(A) The Scottish Police Authority ('the Authority') is a corporate body established in terms of Section 1 of the Act with the functions set out in Section 2 of the Act;

(B) In terms of Section 86 (1) of the Act the Authority may authorise the Chief Constable of the Police Service of Scotland ('Police Scotland') to make arrangements, at the request of any person, to provide and charge for police services;

(C) Section 1 of the Antisocial Behaviour etc. (Scotland) Act 2004 ('the 2004 Act') placed a legal requirement upon local authorities and the Chief Constable to, acting jointly, prepare a strategy specifically to tackle antisocial behaviour in the relevant local authority's area;

(D) The City of Edinburgh Council ('the Council') has requested the Chief Constable to consider providing Services by allocating three Police Sergeants and forty five Police Constables to assist in a new City Centre Policing Unit ("CCPU") to be formed and

the Chief Constable has acceded to that request (the number of officers to be at the discretion of the Chief Constable and subject to Police Scotland operational exigencies); and

(E) In recognition of the provision of the Services to the Council, to achieve and support the aim to impact positively on the quality of life within the City of Edinburgh, concentrating on delivering safer communities, the Chief Constable and the Council have agreed to enter into this Agreement, setting out the terms under which the Services will be provided by the Chief Constable and the contribution ('the Charges') to be paid by the Council to the Authority for the provision of the Services.

NOW THEREFORE the parties agree as follows:-

1 COMMENCEMENT DATE

The Commencement Date shall be 2 July 2026, notwithstanding the date or dates of execution of this Agreement.

2 THE TERM

The Term of this Agreement shall commence on the Commencement Date and expire on 31st March 2029, unless varied or terminated sooner in accordance with the provisions of this Agreement, or unless extended by agreement in writing by authorised representatives of both parties.

3 THE POLICING SERVICES

3.1 In consideration of the payment of the Charges in terms of Clause 4 below, the Chief Constable shall, subject to Clause 5 below, allocate up to three (3) Police Scotland Sergeants and forty-five (45) Police Scotland Constables to the CCPU to perform the Services from the Commencement Date for the duration of the Term.

3.2 In addition to the customary functions and services delivered by Police Scotland, the Services to be provided by the CCPU are as follows: -

3.2.1 Police Officers from the CCPU shall patrol Edinburgh City centre seven days per week, focusing on hotspot areas, to reassure the community and increase public safety.

3.2.2 The CCPU shall seek to:

3.2.2.1Managelocal priorities including violence, antisocial behaviour and retail crime in Edinburgh's city centre.

3.2.2.2 Work with partners as appropriate and lawful, and subject to all necessary Information Sharing Agreements being in place re information sharing, to address priority issues and deliver longer-term prevention strategies and campaigns.

3.2.2.3 Provide an early and effective response to city-centre-specific challenges, such as planned and spontaneous events and protests and major and critical incidents.

3.2.2.4 Reduce the number of police officer abstractions into the city centre from other areas of the city.

3.2.2.5 Focus on reducing the harm caused by drugs misuse in the city centre and safeguarding vulnerable people

3.2.2.6 Have intervention plans for licensed premises across the city centre, seeking to improve regulatory and other compliance.

3.2.2.7 Seek to work with the Council and where appropriate other agencies who provide support services to homeless persons in the city centre to deliver Police Scotland's 'Ask & Act' duties to proactively identify people at risk of homelessness and to take early action to refer them to appropriate support services.

3.2.2.8 Plan joint proactive crime prevention campaigns in conjunction with others.

3.2.2.9 Seek to improve intelligence gathering and, where lawful and appropriate, and subject to all necessary Information Sharing Agreements being in place, share information across partnership networks in the city.

3.2.2.10 Where appropriate jointly patrol with Council employees and / or third sector partners in the city centre.

3.2.2.11 Support wider divisional demands, based on threat, risk and harm, as directed by the Police Scotland Divisional Commander.

3.3

The purpose of this Agreement is to set out the basis on which the Services shall be provided and to agree the governance, accountability, performance management structures and measures to provide integrity and transparency in the management of CCPU.

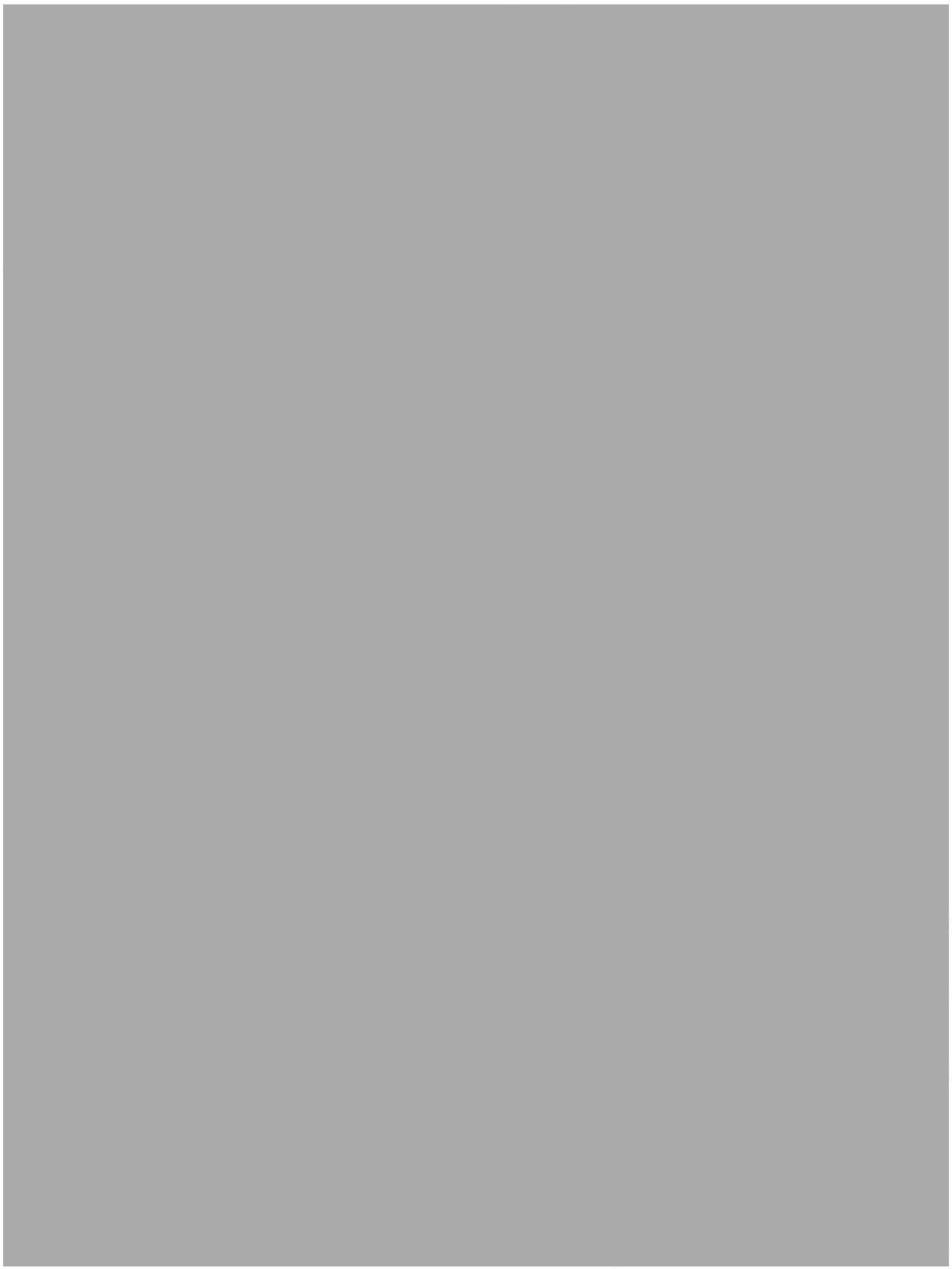
3.4 The recruitment, selection and appointment of the CCPU officers will be the responsibility of Police Scotland although funding of the costs of 18 of these Police Constable posts will be the responsibility of the Council in terms hereof.

3.5 The CCPU will be located in suitable accommodation to be provided by Police
3.6 Scotland at no cost to the Council.

Deployment of CCPU resources will be made subject to an intelligence led approach based on analysis and available intelligence. With a primary focus on anti-social behaviour, less crime and safer communities, the CCPU shall remain at all times
3.7 under the control and direction of the Chief Constable.

The CCPU will be deployed using a shift system that addresses the respective needs of the community to address anti-social behaviour, less crime and safer communities. Shift times will vary to meet peak demand and to target the highest threat, risk and harm. The parties recognise that a reasonable level of flexibility will exist in terms of working patterns, which will allow the CCPU to respond to requirements of demand
3.8 if Police Scotland operational exigencies require same.

The CCPU will be line managed within Police Scotland by the Police Scotland City Centre Community Inspector with oversight by the Local Area Commander.





5 OPERATIONAL POLICING REQUIREMENTS

5.1 The Chief Constable shall use all reasonable endeavours to ensure that the Policing Services shall be provided in accordance with the terms of this Agreement.

5.2 The Council acknowledges that Police Officers from the CCPU with police specialisms may require to attend ongoing training in order to maintain their specialism.

5.3 Without prejudice to Clause 3 above, the Council acknowledges and accepts that provision of the Policing Services is subject always to other operational policing requirements. In the event that the Chief Constable, or any officer so authorised by them, determines that, as a consequence of other operational policing requirements, all or any of the Policing Services cannot be provided or cannot be provided at the level anticipated in terms of this Agreement, then the Chief Constable may temporarily suspend performance under this Agreement until such time as they shall decide, without any liability.

5.4 If it is necessary for the Chief Constable to terminate this Agreement prematurely for the foregoing reasons, the following shall apply: -

5.4.1. This Agreement shall terminate with effect from the date of service of the termination notice by the Chief Constable.

5.4.2. Subject to the terms of clause 5.4.4, the Council shall have no claim against the Chief Constable or against Police Scotland or against the Authority because of the withdrawal from and termination of this Agreement and that notwithstanding the Council suffers or may suffer any losses arising from such a termination.

5.4.3. The Chief Constable shall endeavour to provide as much notice as is reasonably practicable of a withdrawal from and termination of this Agreement.

5.4.4. In the event of either temporary suspension of the Policing Services or early

termination arising from other operational policing requirements, the Authority shall repay any proportion of the Charges paid by the Council for the period which no Policing Services were received as a result of (a) temporary suspension, or (b) early termination, such repayment to be calculated on a pro-rata basis between monies paid and actual delivery of the Services (i) during the period of suspension, or (ii) the proportion of the Term not yet elapsed prior to the date of service of notice of termination, as the case may be.

6 VARIATION

6.1 The Chief Constable may vary the Charges due throughout the Term in accordance with any pay review agreed by the Police Negotiating Board for Scotland, the Council being provided with written evidence of any such pay review. Such variation of the Charges, expressed as a percentage, shall be equivalent to the amount by which the rate of pay of the Police Officers from the CCPU has been increased or decreased by any previous pay award. Any such variation will be effective from the date of service of written notification to the Council of the relevant pay award.

6.2 The parties may agree to modify the Policing Services to meet changes in demand or priorities identified by the parties and any such variation shall be evidenced in writing.

7 INDEMNITY

7.1 The Chief Constable shall indemnify and keep indemnified the Council and the Scottish Police Authority shall self-insure against the injury to or death of any persons or loss of or damage to any property that may arise from the activities, including but not limited to the negligence, of the Police Officers from the CCPU and any other parties under the command and control of the Chief Constable.

7.2 The Council shall indemnify and keep indemnified the Chief Constable and the Police Officers from the CCPU and the Authority and it shall insure with a reputable insurance company, or self-insure, against the injury to or death of any persons or loss of or damage to any property that may arise from the activities, including but not limited to negligence of the Council or any of its employees, agents or sub-contractors.

8 DISPUTE RESOLUTION

8.1 In the event of any dispute between the parties either party to this Agreement may serve a notice on the other party outlining the terms of the dispute and proposing a time and place for a meeting between the parties' representatives where the parties' representatives shall attempt to resolve the dispute. The other party shall respond to such a notice within five (5) working days of receipt. If the dispute is not resolved within fifteen (15) working days of service of the notice the matter may be referred by either party to the appropriate senior officer of each party for resolution. If the dispute remains unresolved for a further fifteen (15) working days then the issue shall be escalated for resolution to the Council's Chief Executive, and Police Scotland's Divisional Commander for Police Division.

8.2 If any question, dispute or difference shall arise between the Chief Constable and the Council in respect of this Agreement or any matter arising under or out of this Agreement remains unresolved after the procedure outlined in Clause 9.1, then such question, dispute or difference shall be referred to arbitration, which shall be carried out in accordance with the provisions of the Arbitration (Scotland) Act 2010.

9 TERMINATION

9.1 Either party to this Agreement may terminate this Agreement upon giving not less than three (3) months' written notice to the other party.

9.2 In the event that either of the parties is in breach of any of its obligations hereunder and, in the case of a breach capable of being remedied, the defaulting party fails to remedy the same within twenty-one (21) calendar days after receipt of a written notice from the other non-defaulting party giving particulars of the breach and the remedial steps required, then such an occurrence shall be deemed to be a material breach, which shall terminate this Agreement with immediate effect.

9.3 If the Council fails to make payment in accordance with Clause 4 by the Due Date in terms of Clause 4.3, and such payment remains unpaid for a further period of ten (10) business days thereafter following receipt of the valid invoice in terms of Clause 4.2, such occurrence shall be deemed to be a material breach of this Agreement, which will confer on the Chief Constable the right to terminate this Agreement with immediate effect.

10 NOTICES

10.1 All notices and other communications in terms of this Agreement shall be in writing

and shall be deemed to have been duly given: when delivered, if delivered by messenger during normal business hours of the recipient, or on the third business day following mailing, if mailed by certified or registered mail, postage prepaid, in each case addressed as follows:-

Council Address:	The City of Edinburgh Council, Level 2.6, Waverley Court, 4 East Market Street, Edinburgh, EH8 8BG Gareth.Barwell@edinburgh.gov.uk Tel:
For the attention of:	Gareth Barwell, Corporate Director of Place
Police Scotland Address:	Police Scotland St Leonards Police Office, Edinburgh
For the attention of:	

11 NO PARTNERSHIP OR AGENCY

11.1 Nothing in this Agreement shall constitute nor shall be deemed to constitute a partnership or joint venture between the parties.

11.2 Nothing in this Agreement shall constitute or be deemed to constitute one party the agent of the other for any purposes whatsoever and neither party shall have the authority or power to bind the other or to contract in the name of or create a liability against the other in any way or for any purpose except as is expressly set out in this Agreement.

12 REPORTING

12.1 Police Scotland shall provide a report to the Council through the scrutiny board of the Culture and Communities Committee on a bi-annual basis in relation to the CCPU performance. The provision of data will be subject to the development of agreed Information Sharing Agreements.

13 FREEDOM OF INFORMATION (SCOTLAND) ACT 2002

13.1 All information submitted to the parties may need to be disclosed and/or published by the parties as public bodies. Without prejudice to the foregoing generality, the parties may disclose information in compliance with the Freedom of Information (Scotland) Act 2002 and the Environmental Information (Scotland) Regulations 2004

or any modification, extension or re-enactment thereof for the time being in force including all instruments, orders, plans, regulations, permissions and directions, for the time being made, issued or given thereunder (the decisions of the parties in the interpretation of their respective obligations thereof shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms), any other law, or as a consequence of judicial order, or order by any court, tribunal or body with the authority to order disclosure (including the Scottish Information Commissioner).

13.2 The provisions of this Clause 13 shall apply during the continuance of this Agreement and after its termination, howsoever arising.

14 INTELLECTUAL PROPERTY

14.1 Neither party to this Agreement shall acquire the intellectual property rights of the other party.

15 DATA PROTECTION

15.1 The parties agree that 'Data Protection Laws' means any law, statute, subordinate legislation regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body that relates to the protection of individuals with regard to the processing of personal data to which a party is subject, including the Data Protection Act 2018 and the UK General Data Protection Regulation.

15.2 The Council and the Chief Constable confirm that, in terms of this Agreement, they shall comply strictly with all of the requirements of the Data Protection Laws together with any subsequent amendment or re-enactment thereof and of all secondary legislation made under the Data Protection Laws.

16 SEVERABILITY

16.1 In the event that any of the terms or provisions of this Agreement shall become invalid, illegal or unenforceable, the remainder shall survive unaffected.

17 WAIVER

17.1 Failure on the part of either party to enforce at any time any of the provisions of this Agreement shall not be construed nor shall be deemed to be a waiver of that party's

rights hereunder nor in any way affect the validity of the whole or any part of this Agreement or prejudice that party's rights to take subsequent action.

18 ENTIRE AGREEMENT

18.1 This Agreement constitutes the entire agreement between the parties. No variation of these terms will be valid unless confirmed in writing by authorised representatives of either party on or after the last date of execution hereof.

19 GOVERNING LAW AND JURISDICTION

19.1 This Agreement shall be governed by and interpreted and construed in accordance with Scots law and shall be subject to the exclusive jurisdiction of the Scottish courts.

20 REGISTRATION

20. The parties' consent to registration of these presents in the Books of Council and
1 Session for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the preceding pages are subscribed by the parties as follows:-

Subscribed for and on behalf of the CHIEF CONSTABLE OF THE POLICE SERVICE OF SCOTLAND

by [redacted] ... [redacted]

at Tulliallan Police HQ on the 1st day of October 2026.

before the witness hereto subscribing.

Witness: [redacted] .....

Full Name.. [redacted] .....

Address: ....Tulliallan Police HQ.....

.....

Subscr[redacted]HE CITY OF EDINBURGH COUNCIL

by [redacted] ..... an authorised signatory

at WAVERLEY COURT EDINBURGH on the 6th day of OCTOBER 2026

Authorised Signatory: ....GARETH BARNELL.....(Name).

before the witness hereto subscribing.

Witness: [redacted] .....

Full Name: [redacted] .....

Address: ....4 EAST MARKET STREET.....

....EDINBURGH, EH8 8BS.....