

The Kent Police Area Driver Diversion Partnership

Kent Police and The Kent County Council

Memorandum of Understanding for the Management and Delivery of the National Driver Offender Retraining Schemes (NDORS)

October 2024

Preamble

To support the road safety strategy in Kent in order to reduce road casualties, through delivery of National Driver Offender Retraining Scheme Courses

1. Introduction

1.1 The Kent Police Area Driver Diversion Partnership (KPADDP) will be led by Kent Police and managed by a Partnership Client Board comprising representatives from Kent Police and The Kent County Council. This Memorandum of Understanding (MoU) sets out the purpose of the Partnership and its working arrangements¹. Both partner organisations have agreed to the following and will adhere to the agreement, particularly with regard to investment made by partners and related contract commitments.

1.2 The following areas are covered:

- The purpose of the partnership
- Roles and responsibilities
- Timescales for which the MoU applies
- Resource management
- Risk management
- Period of the MoU
- Partnership liaison
- Investment to improved service delivery

¹ The Kent & Medway Safety Camera Partnership is managed under a separate MoU

2. The purpose of the Partnership

2.1 The primary purpose of the KPADDP is to contribute to a reduction in road casualties through delivery of National Driver Offender Retraining Schemes (NDORS). The Partnership also aims to reduce reoffending in related aspects of traffic legislation.

3. Role and Responsibilities

3.1 Each partner will adhere to all aspects of NDORS governance as defined in www.ndors.org.uk for the provision of diversion interventions aimed at reducing road casualties.

3.2 Roles and responsibilities specific to Kent Police

Kent Police Shall

- I. Provide strategic leadership for the Partnership.
- II. Engage in regular meetings with KCC to discuss all matters relating to KPADDP.
- III. Identify prospective diversion candidates.
- IV. Serve notice of intention to prosecute to offenders.
- V. Complete due legal process with candidates who fail to comply with the diversion intervention.
- VI. Liaise with those involved in the referral of offenders.
- VII. Act as decision makers in respect of disposal options exercised in respect of all cases in accordance with statutory provisions
- VIII. Provide monthly information to allow KCC to predict demand and allow KCC to manage service provision.
- IX. Influence UK Road Offender Education (UKROEd) to ensure correct and efficient operation of the NDORS computer system.

3.3 Roles and responsibilities specific to The Kent County Council

The Kent County Council Shall

- I. Manage and deliver service provision in accordance with national processing times on behalf of the Partnership and drive continuous improvement in service delivery within the context of the UKROEd/ NDORS Service Provision Licensing Scheme.
- II. Lead any necessary procurement of service provider/s in relation to IT equipment, venues and trainers in a manner that complies with KCC's policies and with the acceptance of the Partnership Client Board.

- III. Ensure that arrangements are in place to meet the needs of all diversion candidates referred by Kent Police and other forces in accordance with UKROEd/NDORS policies and specifications, www.ndors.org.uk.
- IV. Provide arrangements for payments from candidates.
- V. Ensure that all interventions comply with the requirements of the UKROEd/NDORS policies relevant at the time and any future changes, www.ndors.org.uk
- VI. Ensure that standards in training provision and customer care are maintained as defined by the Kent County Council's Service Providers Licence
- VII. Maintain secure, legally compliant up to date records of all courses, candidates, and transactions on behalf of Kent Police, particularly as it relates to Data Protection, Freedom of Information, and any other relevant legislation.
- VIII. maintain a valid Service Providers Licence as issued by UKROEd/NDORS ensuring compliance with all UKROEd/NDORS policies and procedures

4. Timescales

- 4.1 This MoU will operate until 31 March 2030 or earlier if agreed by both parties in accordance with Clause 8
- 4.2 This MoU will be subject to annual performance review and can be extended by agreement if and when it is appropriate to do so. The annual review will identify any improvement actions required by partners.

5. Resource Management

- 5.1 The KPADDP is not an entity in its own right and cannot own assets or employ personnel. Assets associated with services provided as a result of the partnership's activities will be procured and managed by the partner organisation with responsibility for specific aspects of the service. The people required to provide service delivery will be employed by the appropriate partner organisation or their appointed external service provider/s.
- 5.2 All assets procured to support the activities of the Partnership, including Intellectual Property rights both procured and developed, will remain the property and responsibility of the appropriate partner and will be subject to that partner organisation's asset management policies. All assets detailing ownership and maintenance liabilities will be kept on an inventory by each partner organisation.

5.3 Any personnel recruited to support the activities of the Partnership will be either directly employed by the appropriate partner organisation or by their appointed service provider/s. The terms and conditions of employment of these people will be subject to their respective contracts with their particular employer.

6. Risk Management

6.1 The Partnership will co-ordinate and co-operate in identifying risks and mitigation to reduce the risk to each of the individual organisations.

6.2 To protect the sustainability of the Partnership and its activities each partner needs to have a disaster recovery strategy in place. It is essential that each partner organisation has a shared Business Continuity Plan and is in mutual partnership that addresses possible issues that could arise, such as:

- I. IT failure, including hardware and software.
- II. Loss of communications facilities.
- III. Short and/or long-term power failure.
- IV. Accommodation loss.
- V. Short and/or long-term personnel loss.

7. Partnership liaison

7.1 Open communication will be undertaken between all Partners to ensure that the partnership's business is conducted in a transparent manner. It is envisaged that Partnership Client Board meetings will be held at least quarterly, and one annual meeting being with formal minutes signed off as agreed by both organisations.

8. Exit Clause

8.1 Any Partner to the MOU may exit from the agreement by giving 6 months' notice in writing to the other party to the agreement. The partner will consequently be liable to cover all termination costs of the other partner, especially those linked to contracted service. Relevant TUPE regulations will be applied in all cases of transfer of undertakings.

9. Dispute Resolution

9.1 Disputes should be resolved locally between the organisations and escalated to the Client Board meetings in the event that they cannot be resolved

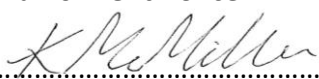
10. Investment to improve service delivery

10.1 Before investment decisions are made by each partner organisation the KPADDP will review and if necessary, agree amendments to the remaining terms of the MoU to ensure that neither partner is put at risk or disadvantaged.

This MOU shall be in effect upon the signature of the authorised officials of both parties. It shall be in force from 1st October 2024 to 31st March 2030.

Both parties indicate agreement with this MOU by their signatures

For and on behalf of **Kent Police**

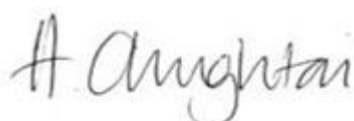
Signed:..... 

Name:...Karen McMillan.....

Position:...Head of Traffic Process and Safer Detention.....

Date:...15th October 2024.....

For and on behalf of **The Kent County Council**

Signed: 

Name: Haroona Chughtai

Position: Director of Highways, Transportation

Date: 30th October 2024

Definitions

“Organisations” – Kent Police and the Kent County Council

“Partnership” - Kent Police and the Kent County Council

“Interventions” - National Driver Offender Retraining Scheme courses:

- National Speed Awareness Course (NSAC and iNSAC)
- National Motorway Awareness Course (NMAS and iNMAC)
- What’s Driving Us (WDU and iWDU)
- Safe and Considerate Driving (SCD and iSCD)
- Rider Intervention Developing Experience (RiDE)
- Any other diversion interventions that might follow.

“Disposal Options” - National Driver Offender Retraining Scheme course, points and fine or prosecution

“Service Provider Licence” – Licence granted by the National Driver Offender Retraining in order to deliver courses

Service Specification for the Kent County Council

Service Requirements: The Kent County Council are to act as a Licenced Service Provider to Kent Police to deliver the national retraining courses as designed by UKROEd/ NDORS. Delivering the service to promote better knowledge in relation to behaviours and weaknesses to contribute towards a reduction in road casualties and re offending in related aspects of traffic legislation

Resources: The Kent County Council shall:

- Procure venues in accordance with the most up to date NDORS venue specification, www.ndors.org.uk
- Procure UKROEd/NDORS Licenced trainers as appropriate to meet the demands of the diversionary candidates as identified by Kent Police
- Provide arrangements for bookings and payments from diversionary candidates
- Update the National Database within agreed timescales in line with UKROEd/NDORS policies, www.ndors.org.uk
- Comply with the most up to date legislation in relation to data protection
- Maintain a valid Service Providers Licence