

## **'Charging Policy' - Draft Form of Words for the Website**

### **Our Charging Policy**

Under section 18A of the Fire and Rescue Services Act 2004 fire authorities may charge for non-emergency services, as long as they do not make any profit. This means that fire authorities can only charge for the cost of providing the non-emergency service.

The following sections explain:

- Who we charge;
- The types of services that are chargeable;
- How our charges are calculated;
- How customers can obtain \ request services;
- The billing process;
- The payments process; and
- Disputes

### **Who We Charge**

MFRA will charge the person/s including all businesses that it is able to charge in accordance with its power for the actions undertaken. These discretionary fees and charges are as permitted under the Fire and Rescue Services Act 20-04 and the Fire & Rescue Services (England) Order 2004,

MFRA is only able to seek to recover costs from the person who may be charged within the legislation for the action undertaken/service provided by MFRA

### **The Types of Service We Charge For**

- Special Services ('non-emergency' calls). Examples include, but not limited to:
  - Lift Rescues;
  - Removal of debris from premises, highways etc.;
  - Provision or removal of water such as filling swimming pools or barriers, pumping out basements;
  - Removal of dangerous structures such as scaffolding, slates and guttering, chimney stacks, hoardings and aerials);
  - Effecting entry to premises i.e. lock ins, lock outs
- Incident Reports \ Interviews (CCTV \ Photographs);
- Private Hydrants \ Dry Riser Tests;
- Fire Safety Equipment;
- Automatic Fire Alarms;
- Reinforcing Moves;
- Commercial Training;
- Conference Facilities;
- Events.

The fees and charges applicable in 2021/2022 are as follows:

*NB – It would be proposed to add a link here to a webpage that contained the current Schedule of Fees & Charges rather than reproduce that information at this point in the document.*

## How We Calculate Charges

We calculate charges using the following model:

- We apply the prevailing hourly rate of the staff involved in the activity for which charges are to be made;
- We add all other direct costs associated with the service provided (e.g. supplies, equipment, travel costs and external support etc.);
- We add a reasonable and proportionate overhead rate on top of employee costs to cover indirect costs;
- Where the majority of costs are derived from staff salaries, rates will be increased annually in line with the pay award for firefighters;
- Where the majority of costs are not made up of staff salaries rates will be increased annually in line with the Consumer Price Index;
- Reinforcing Moves (Section 13 and 16 charges) are agreed with neighbouring fire services at the NW Regional Board;

## How Services Can be Obtained or Requested

Services can be obtained or requested using the following contact details:

	Type of Service	Function	Contact
a.	Commercial Training	Training & Development Academy	0151-296-5041
b.	Conference Facilities	Strategy & Performance (Service HQ)	0151-296-4000
c.	Special Services	Fire Control	Ring 999
d.	Incident Reports\Interviews\ (Videos\Photographs)	Strategy & Performance (Service HQ)	0151-296-4425
e.	Private Hydrants \ Dry Riser Tests	Water Section (Service HQ)	0151-296-4511
f.	Fire Safety Equipment	Fire Service Direct (Service HQ)	0800-731-5958
g.	Explosive Licences \ Amendments	Protection	0151-296-4625
h.	Petrol Certificates	Protection	0151-296-4625
i.	Cadet Uniforms	Prevention	0151-296-6451
j.	Automatic Fire Alarms	Operational Preparedness	0151-296-4531
k.	Reinforcing Moves	Finance	0151-296-4210
l.	Events	Ops Planning	0151-296-4920

## **The Billing Process**

In compliance with the Authority's Financial Regulation 4.35(a), invoices should be raised to secure pre-payment where possible. Pre-payments should always be possible for planned events such as the provision of commercial training, given the need to book resources to deliver the activity for which a charge is to be made.

Where pre-payment is not possible, customers will be invoiced within 35 days of the goods or services being provided.

We only operate on our terms and conditions. Consequently, all customers are allocated payment terms of up to a maximum 30 days. This term may be reduced where appropriate to secure pre-payment in line with Financial Regulation 4.35(a), or where mutually agreed. Consequently, all sales invoices are required to be paid within 30 days of the invoice date (or lesser date where appropriate).

## **The Payments Process**

We take payments electronically, either by BACS transfer (where large payments are made) or by credit\debit card for all other payments. The Authority's online payment solution (Square) ensures that payments can be made quickly and securely. The payment details for any goods or services provided by MFRA will be set out in the sales invoice provided to customers. In addition, credit\debit card payments can be made by calling the contact numbers as detailed above.

Where payments are made late (i.e. after 30 days from the date of our official invoice), in accordance with the provisions set out in the Late Payment of Commercial Debts (Interest) Act 1998, customers may be charged interest of 8% above the commercial rate.

Where a customer is also a supplier to the Authority, if the amount due remains unpaid by the due date, MFRA may seek to set off the value of the amount owed to the Authority by the supplier.

The Authority reserves the right to pursue legal proceedings to recover any outstanding costs owed.

## **Disputes**

The Authority would only charge a customer for its service in accordance with its powers. Please be assured that there is a legal basis for every charge. Charges are consistent with the requirement that MFRA cannot make any profit from the services it charges for.

However, in the event you believe there is a legitimate dispute this must be registered in writing within 14 days of the date of the official invoice. Disputes may be emailed to [income@merseyfire.gov.uk](mailto:income@merseyfire.gov.uk).

Although disputes will be reviewed on a case by case basis you will be expected to demonstrate and provide evidence as necessary on what basis you are submitting a legitimate challenge to the charges and that you are not the person responsible for such a service provided by the fire and rescue authority in accordance with its legal powers.

The finance team will respond in writing in a timely manner.