

Humberside Fire and Rescue Service (HFRS)

Unwanted Fire Signals

Position Statement



HUMBERSIDE
Fire & Rescue Service

To reduce the burden caused by Unwanted Fire Signals HFRS use a **combination of engagement, non-attendance and charging approach**.

We will, **within defined parameters**:

- Not attend automated alarm signals unless confirmed as a genuine fire and
- Where we deem it appropriate charge the Responsible Person for persistent false alarms originating from their fire warning equipment.

NON-ATTENDANCE

Upon receipt of an Automated Fire Alarm (AFA) call, HFRS Service Control will use a call challenge procedure as detailed in this position statement (Appendix 1). The purpose of the call challenge process is to obtain accurate information from the caller, enabling the fire control operator to take the most appropriate action.

Between the daytime hours of 0800 – 1800 Monday to Friday we will **not attend non-sleeping premises**, unless the caller at the premises is able to confirm that there is a fire.

Outside of these hours at night 1800 – 0800 non-sleeping risk premises will continue to be subject to a call challenge however if no persons are deemed to be on site an attendance will be mobilised. Fire appliances will be mobilised at normal road speeds to reduce the risk to the public and our personnel. If subsequent information is received, crews will be mobilised under blue light driving procedures.

If the caller **is** based at the premises concerned they will be asked to confirm if there is a fire. If fire is confirmed a full pre-determined attendance will be mobilised.

If the caller cannot confirm the cause of the alarm they will be asked to investigate and will be advised that no response will be made unless they are able to confirm there is a fire. Callers will be informed that should they, during their investigation, discover signs of a fire they should immediately call 999 and an emergency response will be sent.

On occasions where calls are received from **members of the public** who are not connected with the premises concerned, callers will **not be challenged** to investigate, and an attendance will be sent.

If an appliance is mobile to an AFA call and further information confirms it's a **false alarm** the attendance will be cancelled.

**For further information on this and other position statements please visit
www.humbersidefire.gov.uk**

A process map for call handling and mobilising is shown below in Appendix 1. The process map provides guidance of how HFRS will apply this approach however, The Service Control Duty Manager will retain the discretion to vary the attendance based on the information available to them at the time of the call.

Automatic Exemptions

Sleeping risk premises are excluded from this non-attendance approach.

Domestic properties are excluded from this non-attendance approach.

Industrial sites which are licensed under the COMAH Regulations 2015 are excluded from this non-attendance approach due to their significant off-site risk.

Exceptional Exemptions

This position statement gives scope for further exemptions for premises that do not fit the automatic exemptions criteria:

- Your Emergency Plan cannot rely on HFRS responding to investigate fire alarm actuations in order to ensure the safety of occupants however, you may apply for an exceptional exemption. The aim of an exceptional exemption is to allow Responsible Persons a reasonable window of opportunity to address the failings in their fire risk assessment to enable the Emergency Plan to mitigate the risk. If an emergency can be planned for it is not an emergency

Each case is considered on its own merits and must meet the following conditions:

- The onus is on the Responsible Person to submit their case to HFRS
- The case must be based upon high risk to persons resulting from this position statement approach
- Buildings considered to be of exceptional national or community value
- Exemptions will not be granted where HFRS believe that the Responsible Person can take reasonable action to mitigate the risk.
- Exemptions will only be a temporary measure, they will be reviewed within 12 months and HFRS expect the Responsible Person to work towards achieving a permanent satisfactory solution, e.g. upgrading alarm systems to a 'double knock' system, employing staff to manage the risk etc.

Alarm Receiving Centre's (ARCs)

In line with the STANDARD AGREEMENT FOR: ALARM RECEIVING CENTRES AND TELECARE SERVICE PROVIDERS (Appendix 2) it will be the role of ARC to make contact with the premises and confirm if a fire exists prior to informing HFRS control.

**For further information on this and other position statements please visit
www.humbersidefire.gov.uk**

When a call is received by HFRS Service Control from an ARC without the ARC having carried out a call-back to the premises concerned, then the ARC will be requested to make a call-back to the premises and advise the occupiers of the premises to ring 999 should they discover a fire. If a call is received from an ARC which has not been able to make contact with anybody at the premises concerned, then a pre-determined attendance of 1 pump will be mobilised.

CHARGING

A charge will be made for the fourth and subsequent calls received within a 12-month period, from premises where the Regulatory Reform (Fire Safety) Order 2005 applies to either all, or part of the premises. The charge will be based on the current scale of service call charges for each fire appliance for up to one hour plus an administrative fee. The standard charge can be found [here](#) (insert hyperlink)

The charges will be made under Section 18C of the Fire and Rescue Services Act 2004 (as amended), which states a fire and rescue authority may charge a person for responding to report of fire etc. when:

- (i) The report of fire is at premises that are not domestic premises;
- (ii) The report is false;
- (iii) The report is made as a direct or indirect result of warning equipment having malfunctioned or been mis-installed
- (iv) There is a persistent problem with false reports of fire at the premises that are made as a direct or indirect result of warning equipment under common control having malfunctioned or been mis-installed.

Premises producing persistent numbers of chargeable false alarm calls will receive an invoice for the 4th call and subsequent calls in a rolling 12-month period. For the purposes of this position statement, buildings within a site will be considered individually based on their Unique Property Reference Number (UPRN). Should the level of chargeable calls drop below 4 in a rolling 12-month period, a charge will not be issued. Each individual call will be assessed on its own merit to determine if it is considered chargeable within the parameters of this policy.

Chargeable incidents will be based on the numbers of appliances attending a single incident. A single charge will apply for each chargeable incident. A separate invoice will be raised against each incident.

The invoice will be issued to the Responsible Person (RP) as defined under the Fire Safety Order. If this person cannot be readily identified, the invoice may be issued to the owner/operator of the business.

If there is any doubt as to the identity of the Responsible Person, HFRS will identify the RP from existing data. Where this is not available or in doubt, they will investigate the matter to verify who the Responsible Person is.

HFRS will keep a record of sites that have been charged and will provide a monthly report detailing sites that have been issued with an invoice. Invoices are to be raised and issued within 30 days from the date HFRS are aware that an attendance is chargeable.

**For further information on this and other position statements please visit
www.humbersidefire.gov.uk**

Appeals

The Public Safety Group Manager (Central), HFRS has overall responsibility for the monitoring and handling of the appeals process. All applications to appeal must indicate which aspect from the criteria of Section 18C of the Fire and Rescue Services Act 2004 (as amended) is the foundation of the appeal. The appeal must also clearly state why it is believed the incident does not comply with the chargeable criteria detailed in Section 18C. If the appeal does not include this information, it cannot be considered and will be rejected. However, if the appeal contains information that demonstrates the incident was not chargeable, the charge will be cancelled.

Appeals are to be investigated and responded to within 21 days. A letter of acknowledgement will be sent to all those who raise an appeal detailing the time periods involved in the appeals process. Appeals not upheld will result in a written response to advise the charge remains payable. Invoices that contain an administrative error, e.g.: not addressed to the correct person or organisation responsible, are not resolved under an appeal. These are issues that should be resolved through appropriate correction and re-issue of the invoice as necessary.

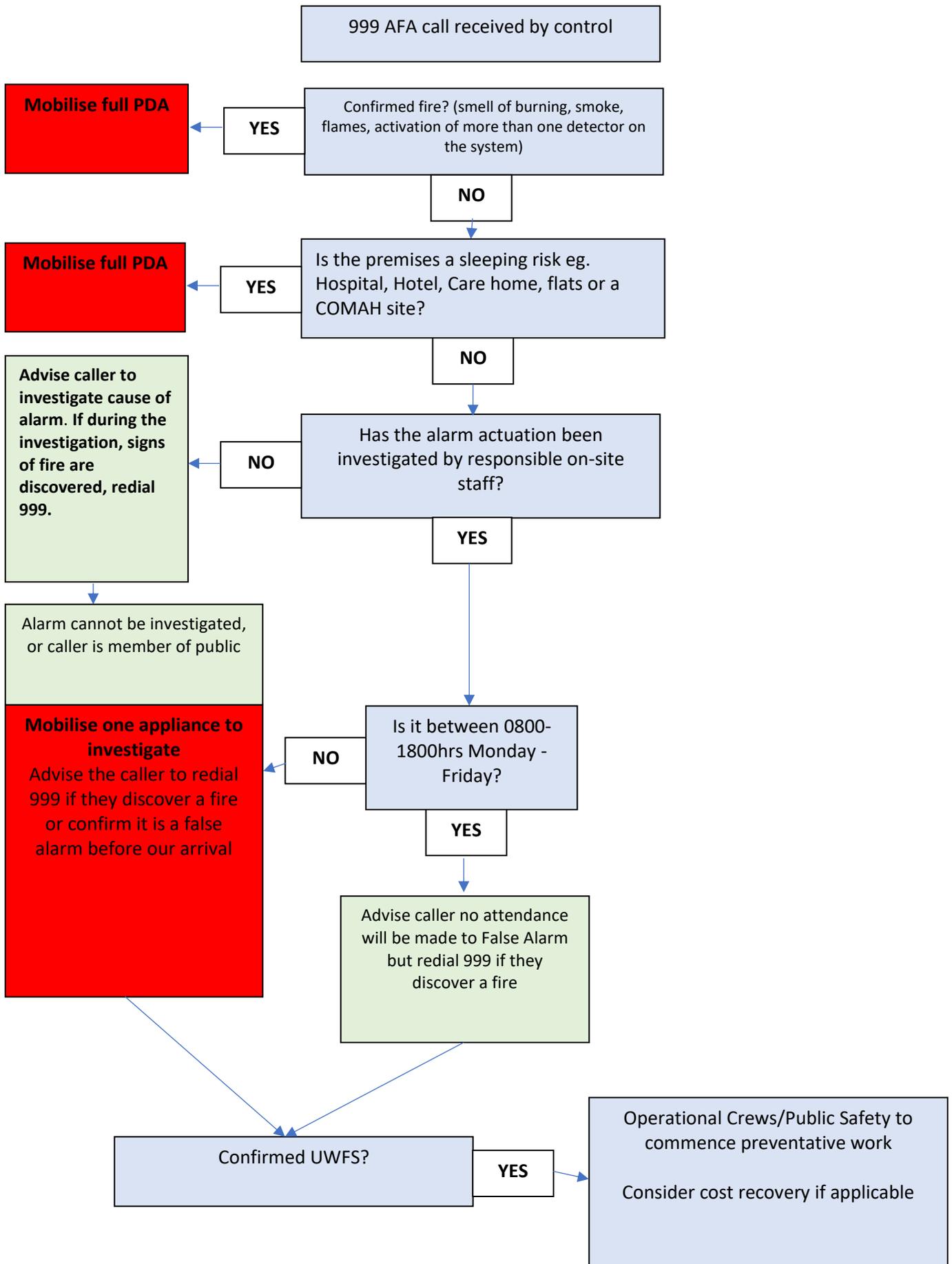
This document sets out the appeals process and will be available online and a copy will be sent out with every invoice. The HFRS process for charging is shown within this position statement (appendix 3).

Letters and Supporting Documentation

In order to support the implementation of the position statement, the following supporting documents are available:

- i) HFRS Policy for Public Safety, Business Safety Advice
This document is the overarching policy and has been designed to work in conjunction with this document ensuring that all with responsibility for reviewing false alarms and issuing charges apply a consistent approach to the policy.
- ii) Public Advice Note
This document will be handed out by operational crews attending false alarms, the purpose of the advice note is to provide additional information to those responsible for fire alarms on the new position and provides them with basic advice and contact details should they wish to obtain further information.
- iii) Appeals Note - This note will be included upon an invoice being sent to a premises in line with this position statement.

**For further information on this and other position statements please visit
www.humbersidefire.gov.uk**



HUMBERSIDE FIRE AND RESCUE SERVICE
and
<<name>>

STANDARD AGREEMENT FOR: ALARM RECEIVING CENTRES AND TELECARE SERVICE PROVIDERS

(The 'Agreement')

THIS AGREEMENT is executed as a deed the <<date>> BETWEEN:- (1) HUMBERSIDE FIRE AUTHORITY, SUMMERGROVES WAY, HESSLE, HU47BB ('the Service') and (2) <<name>>, <<address>>, ('the Operator'): together being 'the Parties'

WHEREAS:- (A) Calls received from the Operator will be monitored by Humberside Fire and Rescue Service to ensure system reliability. Where reliability falls below the level specified the Operator and the premises that they represent. Steps will then have to be taken to reduce the number of false alarms passed to the Service by as a result of automatic fire detection systems.

(B) Use of the Authorities emergency telephone line is subject to conformity with the terms and conditions described below.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES as follows:

1. Subject to the guidelines and procedures described in the second schedule, the provider for a period ('the Term') commencing on the date of this agreement ('Commencement Date') agrees to allow the Operator the use of the provided emergency line ('the Emergency Line') to the control of the Service. The Emergency Line may only be used in to allow the Operator to alert the control room of the Service in the event of a triggered fire alarm at monitored premises and in compliance with the requirements outlined in the second schedule.

2. In consideration whereof the Operator hereby agrees as follows:

2.1 To send the Service, on request, the details of any subscriber to the Operator including the full name and address, contact name and telephone number.

2.2 Before use of the Emergency Line, the Operator will attempt to contact the Responsible Person ('RP') at the premises from which the signal has been generated. The Operator should confirm with the RP if there is a fire and if this can be confirmed the details will be passed to the Service using the Emergency Line.

2.3 Where immediate confirmation of a fire cannot be given by the RP the Operator will request that confirmation of the fire be sought, and the RP call the Service using the 999/112 system if the presence of a fire is confirmed.

2.4 Where the Operator is unable to make contact with the RP at the premises from which the signal has been generated, the Emergency Line will be used to inform the Service of the alarm activation. The Service will then either wait for a 999 call to confirm a fire at the premises, dispatch a single fire appliance to investigate the alarm signal or dispatch a full attendance. This decision will be made by the Service using risk assessment principles and information relating to historical system reliability.

2.5 Where the Operator is unable to make contact with any occupier at the premises, a key holder should be informed and requested to attend to investigate the cause of the alarm.

3. A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement.

4. The Parties agree the Agreement shall terminate:

4.1 In the event of any breach of the Agreement which is capable of remedy, on the party not in breach giving the other party written notice to remedy the breach and if within 30 days the other party shall have failed to remedy the breach to the reasonable satisfaction of the party not in breach, the party not in breach may then terminate the Agreement by giving the other party 28 days notice in writing.

4.2 In the event of any breach of the Agreement which is not capable of remedy, by the party not in breach giving the other party 28 days notice in writing.

4.3 By either party giving the other not less than 28 days notice in writing.

5. Information Sharing

5.1 When required to do so by the Service, the Operator shall assist the Service at no additional charge in meeting its obligations under the Freedom of Information Act 2000 or any statutory modification or re-enactment thereof of any related guidelines or codes of practice in relation to this act.

5.2 The Operator confidentially protect all information belonging to or provided by the Service in connection with this contract and shall not disclose it to any third party without the express consent of the Provider or except to the extend permitted by law.

6. Both parties shall be released from their respective obligations in the event of a national emergency, prohibitive governmental regulation or if any other cause beyond the reasonable control of either parties renders them unable to conform to this Agreement.

7. If any provision of this Agreement is declared by any judicial or competent Authority to be void or illegal, the remaining provisions of this Agreement shall remain in full force and effect unless in the opinion of the Service the effect of such a declaration defeats the original intention of the parties, in which event the Service shall be entitled to terminate this Agreement by giving the Operator 28 days notice in writing.

8. This Agreement supersedes any prior arrangement between the parties whether written or oral and any such prior arrangements are cancelled as of the Commencement Date.

9. All notices and amendments given under this Agreement shall be in writing. Each notice shall be addressed to the address of the party concerned set out in this Agreement or to such other address as that party shall have previously informed the sender.

10. This Agreement and all rights under it may only be assigned or transferred by the Service.

11. This Agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England. Any proceedings arising out of or in connection with this Agreement may be brought in any court of relevant jurisdiction in England and Wales.

12. The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this agreement shall not be a waiver of them or of the right at any time subsequently to enforce the terms and conditions of this agreement.

13. The Operator shall not assign or sub-contract and of the responsibilities laid out in this Agreement without the prior consent in writing of the Service. This consent is not to be unreasonably withheld.

14. The Operator shall notify the Provider in writing immediately if the Operator enters administration, makes the decision to wind up, or the court makes an administration of a winding up order.

Signed for and on behalf of the Service

Date

Signed for and on behalf of the Operator

Date

