

Customer Request For Paid Duties

Terms of Agreement

Whereas the company requesting paid duty services (the "Customer") has indicated an intention to engage the services of the Toronto Police Service (the "Service") through the submission of a TPS 743 - Request For New Customer Account and a TPS 784 - Paid Duty Request Form (the "Request").

Whereas these Terms of Agreement and the Request, once approved by the Service, constitute a contract between the Service and the Customer.

Whereas the Customer agrees to these Terms of Agreement and takes full and complete responsibility for the Request and payment of any amount owing as a result of the provision of police officers for the paid duty event.

General

1. The submission of a TPS743 - Request for New Customer Account must be received by the Accounting Services Unit of the Service, a minimum of four (4) weeks prior to the date of the requested paid duty event.
2. The Service is under no obligation to provide paid duty police officers. All requests for paid duty services are subject to prior approval by the Service. If approval to provide paid duty police officers is not granted, this contract shall terminate immediately and the Customer will be notified by email or telephone call.
3. For the duration of the paid duty event, police officers remain employees of and under the direction of the Toronto Police Services Board.
4. A minimum charge of three (3) hours per police officer, plus applicable administration fees and government taxes, is required.
5. Paid duties in excess of eight (8) hours may be divided into shifts at the discretion of the Central Paid Duty Office. No police officer shall perform a paid duty exceeding twelve (12) hours. In the event that a paid duty event may exceed twelve (12) hours, arrangements will be made with the Central Paid Duty Office during its hours of operation for a replacement police officer and this replacement police officer will be entitled to a three (3) hour minimum charge, as set out in #4 above.
6. The number of police officers, supervisors, vehicles and hours required for the performance of a paid duty shall be assessed by the Service, based on the nature of the event.
7. No paid duty services will be provided for events taking place or beginning outside the boundaries of the City of Toronto.
8. Police officers assigned to paid duty events will be dressed in full uniform. No police officers will attend a paid duty event in plainclothes. Should exceptional circumstances require a police officer to attend a paid duty event in plainclothes, such paid duties must be approved by the Chief of Police, or their designate.
9. Police officers may only be contracted for police related duties, as approved by the Central Paid Duty Office at the time the Request is submitted.
10. The Service reserves the right to cancel paid duty services at any time, at its sole discretion. However, when exercising this right, the Service will attempt to provide the customer with as much notice as possible.
11. Paid duty services may be cancelled by the Unit Commander or the Officer in Charge of a Unit where the duty is occurring, where climatic conditions deteriorate to a state which would be unsafe or hazardous to continue the performance of the activity for which paid duties were originally requested.
12. Paid duty services may be cancelled by a police officer on the site of the paid duty where there is a concern for public safety or the Customer's activities are in contravention of federal, provincial or municipal legislation. The Service will assess the situation and undertake further investigation, if required.

Payment

Please refer to rates as posted on the Service website at www.torontopolice.on.ca/paidduty.

13. Terms of payment will be determined by the Accounting Services Unit.
14. In some circumstances, the Customer may be required to submit a security deposit 10 business days in advance of the paid duty.
15. The Service reserves the right to require payment in full for paid duty services, 10 business days prior to the paid duty event.
16. An administrative fee of 15% will be charged on the total cost of police officers for each paid duty. In addition, all fees, including police officer and vehicle/equipment costs will be subject to HST charges.
17. Paid duty officers shall not be paid directly. **All paid duty payments shall be made online at pay.torontopolice.on.ca** Alternatively, payments by certified cheque or money order shall be made to: Toronto Police Service at least 10 business days prior to paid duty and mailed to: Accounts Receivable, Toronto Police Service, 40 College Street, 10th floor, Toronto, ON M5G 2J3.

18. Failure to meet the financial obligations related to paid duty charges will result in a suspension of further paid duty provisions and your file will be forwarded to a collection agency for further action.
19. Paid duties requiring specialized skills may require a higher ranking police officer at their respective rate of pay.
20. Each individual police officer performing a paid duty will be paid by the Service and all applicable taxes and deductions will be the responsibility of the Service. Police officers are not obligated to provide any personal information including Social Insurance Number (SIN), for the purpose of a tax deduction for the Customer.
21. Any partial hours worked by an individual police officer performing a paid duty will be charged at the full hourly rates for both Officers and Equipment.
22. Due to the time required to prepare horses, an additional one hour fee will be charged for any paid duty performed by a police officer assigned to the Mounted Unit.

Cancellations/Revisions

23. Cancellations or revisions are to be submitted by email to: changes@torontopolice.on.ca and are to include the original request attachment and the Paid Duty ID number.
24. *The Central Paid Duty Office's cancellation/revision policy for paid duty events has been changed to 24 hours' notice prior to the start of the paid duty, however the Central Paid Duty Office must receive such notice during its scheduled business hours as posted on the Service's website.*
25. *All cancellations or revisions received after scheduled business hours will be processed the following day. Such notice will be subject to a three (3) hour minimum payment per police officer along with all associated fees and taxes.*

The Service is under no obligation to provide police officers for paid duty events. The Customer covenants and agrees on its behalf, and on behalf of its successors and assigns, that it shall release, waive and forever discharge the City of Toronto, the Toronto Police Services Board, the Chief of Police and the police officer(s) assigned to the paid duty event in question from any and all claims (including the assertion of any 3rd party claims), demands, damages, costs, expenses, actions and causes of action, whether in law or equity, in respect of any death, injury, loss or damage to person or property related to or during their participation in the paid duty event in question, or arising from the termination thereof.

I am an authorized representative with signing authority for the Customer. I acknowledge that I have read and understood the above Terms of Agreement. I accept, and agree that the Customer will abide by all Terms of Agreement as set out above. I accept all associated charges related to the request for paid duties that I have made on behalf of the Customer and I represent and acknowledge that payment will be made in accordance with the required terms outlined on all invoices associated with the paid duty services provided.

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