

DATED

2025

SOUTH OXFORDSHIRE DISTRICT COUNCIL

- AND -

THAME TOWN COUNCIL

AGREEMENT relating to Thame Town Council's contribution towards
the costs of the Public Space Town Centre CCTV Scheme

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IT AS AGREED AS FOLLOWS: -

1. DEFINITIONS

- “Annual Revenue Operating Costs”** means the District Council’s annual monitoring and maintenance costs in connection with operating the CCTV Scheme in the Town Council’s administrative area;
- “Commencement Date”** means the date of this Agreement;
- “CCTV Scheme”** means the public space CCTV service operated in Thame Town Centre;
- “CCTV Partnership Agreement”** means the proposed Thames Valley CCTV Partnership and an Oxfordshire CCTV Hub for the future provision of public space CCTV (for the avoidance of doubt this agreement has not been entered into and in the event the District Council becomes party to the proposed CCTV Partnership Agreement, the District Council will notify the Town Council);
- “Data Protection Legislation”** means the UK GDPR, the UK Law Enforcement Directive, the Data Protection Act 2018, the Privacy and Electronic Communications (SI 2003 /2426) as amended and all other applicable legislation and regulatory requirements relating to the processing of personal data and privacy in England and Wales;
- “EIR”** means the Environmental Information Regulations 2004 (as amended or superseded from time to time) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such Regulations;

“FOIA ”	means the Freedom of Information Act 2000 (as amended or superseded from time to time) and any subordinate legislation made under that Act, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to that Act;
“Information”	has the meaning given under section 84 of the FOIA;
“RPI”	Means the index of retail prices (all items) contained in the monthly digest of statistics published by the Office for National Statistics or any other retail price index which may from time to time supersede it. Any increase in RPI will be on the basis of the annual percentage increase in the index in September for the twelve-month period up to 31st August in the previous year.
“Term”	means the term of the Agreement as set out in clause 2;
“UK GDPR”	has the meaning given to it in section 3(10)(as supplemented by section 205(4) of the Data Protection Act 2018).

2. COMMENCEMENT AND TERM

This Agreement shall commence on 1st April 2025 and shall continue in force for a period of five years (“the Original Term”) with the option to extend for a further two years, from the date agreed under Clause 4 below.

Commented [CP2]: Commencement date 1 April =5yrs with option for 2year extension

3. MONITORING

The District Council will work with Thames Valley Police and the Vale of White Horse District Council to secure the most cost-effective monitoring arrangements for the CCTV Scheme.

4. TOWN COUNCIL'S CONTRIBUTION

- 4.1. In consideration of the District Council's obligations in Clause 3 above and subject to the provisions of sub-clause 4.2 below, the Town Council shall contribute towards the Annual Revenue Operating Costs (as certified under clause 7 below) of operating the CCTV Scheme in the Town Council's administrative area for an initial period of five years from 1st April 2025 with the option to extend by a further two years in accordance with Clause 15 below.
- 4.2. The Town Council's obligation under Clause 4.1 above is to contribute one third of the actual certified Annual Revenue Operating Costs up to a maximum of **£18,301.00 pa** in the first year of this Agreement. Thereafter the Town Council shall continue to contribute one third of the actual certified Annual Revenue Operating Costs up to a maximum of **£18,301.00 pa** (such figure to be subject to annual RPI increases). Being subject to increase pursuant to Schedule 1 clauses 2 and 3. **PROVIDED THAT** if the actual certified Annual Revenue Operating Costs in any year (including the first year) of this Agreement exceed **£54,903.00** (such figure to be subject to annual RPI increases) then the authorised representatives of the District Council and the Town Council shall meet in good faith and in a spirit of partnership to review the Town Council's contribution to the Annual Revenue Operating Costs.
- 4.3. The principles that the parties will take into account when reviewing the Town Council's contribution shall include but shall not be limited to principles of equity and fairness, the relative benefits to the parties of the continued operation of the CCTV Scheme in the Town Council's administrative area, the relative financial resources available to the parties and the desirability of the continued operation of the CCTV Scheme in the Town Council's administrative area.
- 4.4. If the parties cannot reach agreement within a reasonable time of first meeting then the dispute escalation procedure set out at Clause 16 below shall be followed **PROVIDED THAT** the dispute need not be referred to

Commented [CP3]: Agreement RPI gone up by RPI from £14,698 in 1 April 2019 to £18,301.00

arbitration and the District Council shall be at liberty to review the operation of the CCTV Scheme generally or specifically in relation to the whole or part of the Town Council's administrative area. For the avoidance of any doubt the District Council may at its discretion, which it shall exercise reasonably and with regard to the principles set out above, decide to provide a varied or reduced level of operation of the CCTV Scheme generally or specifically in relation to the whole or part of the Town Council's administrative area.

- 4.5. Any requests and the associated costs for any additional CCTV cameras by the Town Council will be dealt with under Schedule 1 of this Agreement.

Commented [CP4]: 4.5 is new requirement for requests of new CCTV camera's requested by Thame Town Council

5. ESTIMATED REVENUE COSTS

The estimated Annual Revenue Operating Costs of operating the CCTV Scheme in the Town Council's area shall be certified in writing by the District Council to the Town Council prior to or at the beginning of each calendar year, the first calendar year commencing on the date agreed under clause 4 above.

6. PAYMENT ARRANGEMENTS

The Town Council shall pay to the District Council one quarter of the estimated sum by quarterly payments in arrears. Payment will be made by any means agreed between the parties. The final quarterly invoice from the District Council will be submitted to the Town Council before the end of the financial year to which it relates and will be a balancing invoice (calculated using the actual service costs sum for that financial year).

Commented [CP5]: New addition to highlight current factors, the last invoice has been amended in the past with the actual operating costs, especially when a camera is not working.

7. RECONCILIATION ACCOUNT

If the balancing invoice as set out in clause 6 is greater or less than any payment already made then the District Council shall reimburse the Town Council any excess sum paid or invoice the Town Council for any extra sum due as appropriate. In the case of an invoice for any extra sum due the Town Council shall pay the extra sum due within 30 days of receipt of an invoice from the District Council. Any disputes between the parties regarding certified sums shall be resolved pursuant to the dispute resolution procedure at Clause 16 below.

Commented [CP6]: TTC is provided with electricity cost reimbursements as the housing of the CCTV cameras are located within the Basement, does this need to factor in the reconciliation?

8. MAINTENANCE REPAIR AND MONITORING

The Town Council will not be responsible under this Agreement for the maintenance and repair of the CCTV and for the monitoring arrangements.

9. FREEDOM OF INFORMATION

- 9.1. The parties acknowledge and accept that in order to comply with the FOIA and the EIR, both may be obliged, on request, to provide or consider the provision of information to third parties where that information constitutes or may constitute Confidential Information. are subject to the provisions requirements of this Condition 9 (Freedom of Information), the parties shall both assist and co-operate (at their own expense) to facilitate the compliance with the FOIA and the EIR in that regard
- 9.2. Without prejudice to the generality of its obligations under Condition 9.1 above, the parties shall:
- 9.3. transfer any Request for Information that either party receive to each other as soon as practicable after receipt and in any event within two (2) FOI Working Days of receiving that Request for Information; and
- 9.4. provide to either party a copy of all Information in its possession or power that both parties reasonably consider is relevant to the Request, as soon as practicable and in any event within five (5) FOI Working Days of the request for the Information (and any follow-up Information required by either party thereafter within two (2) FOI Working Days of either parties follow-up request).
- 9.5. subject to each party complying with its obligations under this Condition 9 (Freedom of Information), the parties shall not be liable for any loss, damage, harm or other detriment suffered by them, arising from the disclosure of any Information (whether or not such Information is Confidential Information) falling within the scope of the FOIA or EIR.
- 9.6. both parties shall ensure that the terms of which it enters into replicate the provisions of this Condition 9 (Freedom of Information), such that both

parties have the same rights under this Condition 9 (Freedom of Information).

9.7. For the avoidance of doubt, the provisions of this Condition 9 (Freedom of Information) shall survive termination or expiry of this Contract and continue in full force and with full effect without limit in point of time.

10. DATA PROTECTION LEGISLATION

10.1. To the extent they apply to the District Council's monitoring activities pursuant to the Contract. The District Council is solely responsible as Data Controller (insofar as the Data Protection Legislation applies) for compliance with the Data Protection Legislation. The Town Council does not have a role as Data Processor, including the CCTV cameras it solely funds/owns within the CCTV Scheme (pursuant to Schedule 1) as authorisation for the location of CCTV cameras and all activities relating to personal data rest with the District Council. For the avoidance of doubt, both Parties will comply with all applicable requirements of and any obligations under the Data Protection Legislation which may arise in connection with the Agreement.

10.2. The Town Council acknowledges that being subject to the District Council entering into a CCTV Partnership Agreement, Thames Valley Police may in the future manage the CCTV Scheme and become the Data Controller (for the avoidance of doubt the District Council will no longer be the Data Controller and will relinquish all Data Controller responsibilities to Thames Valley Police).

Commented [CP7]: This is to highlight the possible changes to TVP taking over the Central Hub at some point.

11. PROPERLY AUTHORISED

The Town Council confirms that it is properly authorised and has resolved in accordance with any requisite internal rules and procedures to enter into this Agreement. For the avoidance of doubt and so far as the law allows the Town Council agrees that any failure by it to follow its internal rules and procedures will not invalidate this Agreement which shall remain in full force and effect throughout the Term.

12. VARIATION

- 12.1. No variation of this Agreement shall be effective unless it is in writing, signed by the parties (or their authorised representatives), and expressly states that it is amending this Agreement.
- 12.2. In event the District Council requests a variation to this Agreement following the completion of the CCTV Partnership Agreement the Town Council must not unreasonably withhold their agreement to any variation to this Agreement.

13. REVIEW

- 13.1. The parties will meet as often as required to review the operation of the CCTV Scheme and any other matters pertaining to this Agreement.
- 13.2. The District Council using its discretion and with the agreement of Thames Valley Police will invite the Town Council if deemed appropriate, to the annual review. The Town Council will attend in an observatory capacity and may express its views; for the avoidance of any doubt all decisions will be made by the District Council and Thames Valley Police.

14. TERMINATION

If at any time the operation of the CCTV Scheme ceases or is declared unlawful or becomes otherwise incapable of continuing under the terms of this Agreement then the parties shall meet as soon as reasonably practicable to review the operation of this Agreement and that review may include a review of the payment and contribution arrangements. If either party wishes to terminate the agreement, written notice must be given 12 months prior to the cessation of the contribution arrangements.

15. EXTENSION

Either party may by the service on the other party of at least six months written notice served prior to the expiry of the Original Term, extend this Contract for a period of two calendar years from the date of the expiry of the Original Term.

16. DISPUTE RESOLUTION

- 16.1. If any dispute arises between the parties in any way relating to this Agreement then the authorised representatives of the parties, being the District Council's Head of Service with responsibility for Community Safety or his/her nominee and the Town Clerk of the Town Council or his/her nominee shall meet as soon as possible in a good faith effort in a spirit of partnership to resolve the dispute. If the authorised officers cannot reach agreement within 10 working days of first meeting then the dispute shall be referred to the District Council's Chief Executive.
- 16.2. If the parties still cannot agree within a further 10 working days then the matter shall stand referred to arbitration under the Arbitration Act 1996 to a person agreed in writing between the parties or failing agreement to a person to be nominated on application by either party by the President of the time being of the Law Society. The arbitrator's award shall be binding upon the parties in the absence of manifest error and the arbitrator's costs shall be met in such proportions as the Arbitrator shall direct.

17. NO PARTNERSHIP OR AGENCY

- 17.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party except as expressly agreed in writing between the parties.
- 17.2. Each party confirms it is acting on its own behalf and not for the benefit of any other party.

18. PARAGRAPH HEADINGS

The paragraph headings are for reference only and shall not affect the validity or construction of the Agreement.

19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

20. COSTS

The parties shall bear their own costs and expenses in connection with this Agreement.

21. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No person who is not a party to this Agreement shall have any rights or obligations under it.

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SCHEDULE 1

PROCEDURE FOR ADDITIONAL CCTV CAMERAS

In the event the Town Council makes a request for any additional CCTV cameras to the 15 CCTV cameras referred to in Part B of this Agreement, the following clauses and procedures shall apply:

1. The Town Council undertakes to provide a written request for any additional CCTV camera(s) to the District Council's Community Safety Team Leader at the email address: communitysafety@southandvale.gov.uk, providing evidence to justify the need for the additional CCTV camera(s) (in accordance with the Home Office Surveillance Camera Code of Practice).
2. The District Council shall use its sole discretion to determine the request of any additional CCTV camera(s) being subject to relevant consents and permissions being obtained. If any agreed additional CCTV camera(s) are located in a public space within Thame Town Centre (in view of the District Council's Community Safety Team), the following shall apply:
 - a. The District Council will manage the works required to install the additional CCTV camera(s) and pay for the reasonable capital costs (subject to all relevant approvals and consents being obtained by the District Council where the additional CCTV camera(s) are to be located).
 - b. The additional CCTV camera(s) will be operated and managed within the District Council's CCTV Scheme and the Annual Revenue Operating costs will be shared as per the arrangements for the existing cameras in clause 4.2 of the Agreement.
 - c. Any additional CCTV camera(s) under this clause 2 shall belong to the District Council.
3. If the District Council using its sole discretion agrees to the request for any additional CCTV camera(s) and the additional CCTV camera(s) are located outside of Thame Town Centre (in view of the District Council's Community Safety Team), the following shall apply:
 - a. The Town Council will be responsible for procuring and installing any agreed additional CCTV camera(s) (including power connections) and for

all the capital costs. The District Council will be a key stakeholder and the Town Council must obtain the District Council's prior written approval to the scope of works which must ensure minimal service disruption (to include project delivery and timescales), any additional CCTV camera(s) must be compatible with the District Council's CCTV system and a copy of all relevant permissions and agreements entered into and obtained by the Town Council must be provided to the District Council.

- b. The District Council retains the right to remove any additional CCTV camera(s) from the CCTV Scheme in consultation with the Town Council, any additional CCTV camera(s) removed by the District Council will be returned to the Town Council.
- c. The additional CCTV camera(s) will be operated and managed within the existing CCTV Scheme and Town Council will be responsible for the Annual Revenue Operating Costs.
- d. The Town Council will be responsible for any associated ongoing capital costs. Any on-going capital costs over £250.00 will be agreed in writing with the Town Council prior to the District Council arranging for the works to be carried out. The District Council will invoice the Town Council for the relevant amount(s) once the works had been completed.
- e. The District Council will invoice the Town Council separately to clause 4.2 of this Agreement on a quarterly basis pursuant to clause 6 of this Agreement in respect of the Annual Revenue Operating Costs associated with these additional CCTV cameras(s).
- f. For the avoidance of doubt, there is no cap to the cost payable to the District Council by the Town Council pursuant to this Clause 3 d and e.
- g. The Town Council shall be solely responsible for the power supply and the on - going costs relating to the power supply.
- h. Upon the completion of the proposed CCTV Partnership Agreement, the Town Council will no longer be responsible for the capital costs however the Town Council will pay one third of the District Council's Annual Revenue Operating Costs for these cameras (and will be invoiced under clause 4.2 of this Agreement).

- i. Any additional CCTV camera(s) under this clause 3 shall belong to the Town Council. Upon the completion of the proposed CCTV Partnership Agreement, the Town Council agrees to transfer the ownership of the additional CCTV camera(s) in its ownership to the District Council. The District Council will then transfer ownership of the cameras to Thames Valley Police.
4. The provisions in this Schedule 1 are subject to change at the District Council's discretion following the completion of the proposed CCTV Partnership Agreement.

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This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a Deed by
South Oxfordshire District Council

THE COMMON SEAL OF
SOUTH OXFORDSHIRE DISTRICT COUNCIL
is hereunto affixed under the
authentication of

Name:
The Officer appointed for that purpose

Executed as a Deed by
Thame Town Council

THE COMMON SEAL of **THAME**
TOWN COUNCIL affixed in
the presence of

Councillor

Councillor