

DATED

2019

SOUTH OXFORDSHIRE DISTRICT COUNCIL

- AND -

THAME TOWN COUNCIL

CONTRACT relating to the provision of **CCTV** services
in Thame Town Centre

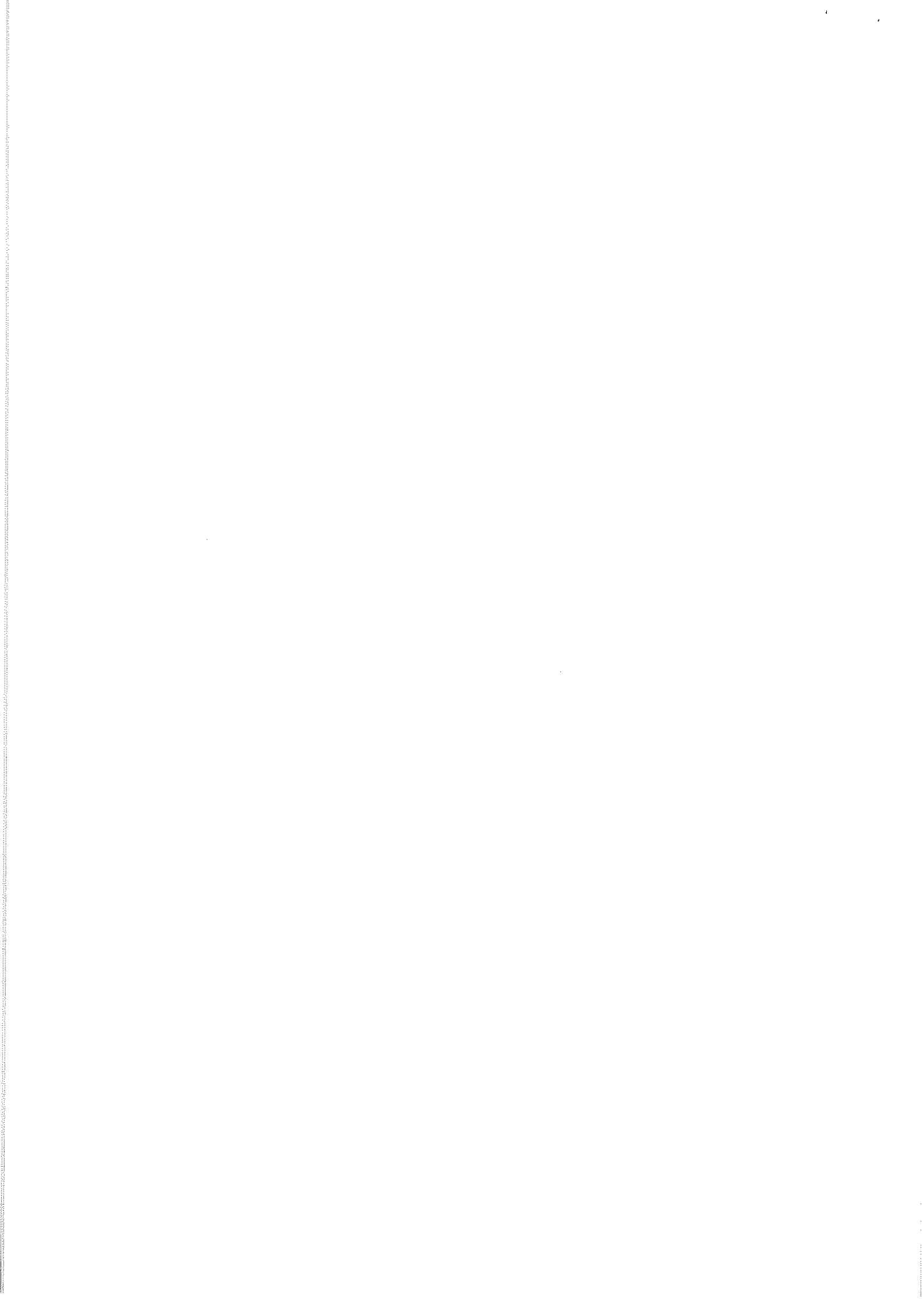
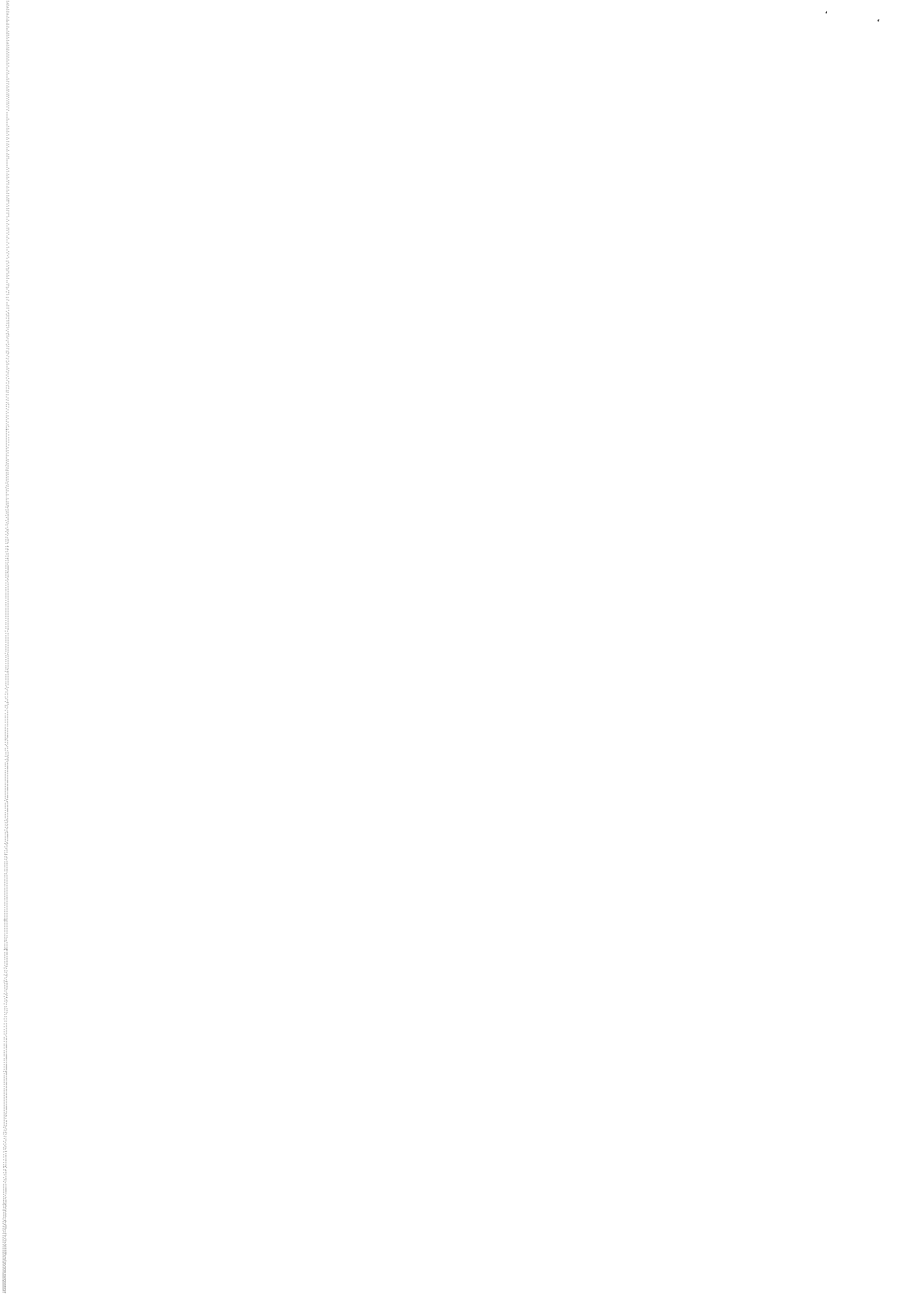


TABLE OF CONTENTS

Whereas.....	2
1. Definitions	3
2. Commencement and Term.....	4
3. Monitoring	4
4. Town Council's Contribution	4
5. Estimated Revenue Costs	6
6. Payment Arrangements	6
7. Reconciliation Account.....	6
8. Maintenance Repair and MonitorinG	6
9. Freedom of Information.....	6
10. Data Protection legislation.....	7
11. Properly Authorised	10
12. Variation	10
13. Review	10
14. Termination	10
15. Extension.....	11
16. Dispute Resolution.....	11
17. No Partnership or Agency	11
18. Paragraph Headings	12
19. Governing Law	12
20. Costs.....	12
21. Contracts (Rights of Third Parties) Act 1999.....	12



IT AS AGREED AS FOLLOWS:-

1. DEFINITIONS

"Annual Revenue Operating Costs"

means the 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

"Data Protection Legislation"

means the Data Protection Act 2018, the EU Data Protection Directive 95/46/EC, the EU General Data Protection Regulation 2016/679, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;

"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means the Environmental Information Regulations 2004 (as amended or superseded from time to time) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to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means the Freedom of Information Act 2000 (as amended or superseded from time to time) and any subordinate legislation made under that Act,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 Contract as set out in clause 2;

2. COMMENCEMENT AND TERM

This Agreement shall commence on 1st April 2018 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.

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 2018 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 **£14,698** 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 **£14,698** (such figure to be subject to annual RPI increases). **PROVIDED THAT** if the actual certified Annual Revenue Operating Costs in any year (including the first year) of this Agreement exceed **£44,094** (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 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.

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.

7. RECONCILIATION ACCOUNT

As soon as reasonably practicable following the end of each calendar year the District Council shall certify in writing to the Town Council the actual Annual Revenue Operating Costs of operating the CCTV Scheme in the Town Council's administrative area for that calendar year. If the certified actual annual expenditure is greater or less than the certified estimated annual expenditure 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.

8. MAINTENANCE REPAIR AND MONITORING

The District Council shall remain 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 shall (and shall ensure that its Staff shall) comply with any notification requirements under the Data Protection Legislation

and both Parties will duly observe all their obligations under the Data Protection Legislation arising in connection with this Agreement. The District Council and Thame Town Council acknowledge {insofar as the Data Protection Legislation applies} for the purposes of the Data Protection Legislation, the District Council is the Data Controller and the Data Processor, and Thame Town Council is the Data Processor.

10.2. Notwithstanding the general obligation in clause 10.1 above, and insofar as the Data Protection Legislation applies; where the District Council is processing Personal Data for Thame Town Council, the District Council shall ensure it does not knowingly or negligently do or omit to do anything which places Thame Town Council in breach of its obligations under the Data Protection Legislation and shall;

- (a) Process that Personal Data only on written instructions;
- (b) Keep the Personal Data confidential;
- (c) Comply with reasonable instructions with respect to processing Personal Data and the District Council's Data protection policy;
- (d) not transfer any Personal Data outside of the European Economic Area without written consent;
- (e) assist in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
- (f) Notify Thame Town Council without undue delay on becoming aware of a Personal Data breach or communication which relates to either the District Council or Thame Town Council's compliance with the Data Protection Legislation;
- (g) At the written request, delete or return Personal Data and any copies thereof to Thame Town Council on termination of this agreement unless required by the Data Protection Legislation to store the Personal Data.

(h) Maintain complete and accurate records and information to demonstrate compliance with this clause and allow for audits by the Thame Town Council's designated auditor.

10.2.1. ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Data Protection Legislation; appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:

- (a) pseudonymising and encrypting Personal Data;
- (b) ensuring confidentiality, integrity, availability and resilience of its systems and services;
- (c) ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident;
- (d) regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.

10.2.2. provide Thame Town Council with such information as Thame Town Council may reasonably require to satisfy itself that the District Council is complying with its obligations under the Data Protection Legislation; and;

10.2.3. both the District Council and Thame Town Council do not agree to appointing any third party processor of Personal Data under this agreement;

10.2.4. to the extent the Data Protection Legislation applies to the District Council's activities pursuant to this Agreement the District Council shall have personal liability for and shall indemnify Thame Town Council for any loss, liability, costs (including legal costs), damages, or expenses

resulting from any breach of the Data Protection Legislation, and shall maintain in force full and comprehensive insurance policies to cover such liability.

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

No deletion, addition, modification or variation to this Agreement shall be valid unless agreed in writing between the parties.

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.

EXECUTED as a DEED by SOUTH OXFORDSHIRE DISTRICT COUNCIL

THE COMMON SEAL OF

SOUTH OXFORDSHIRE DISTRICT COUNCIL

Was hereunto affixed under the authentication of

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

A Midwinter Mayor

Councillor

[Signature]
Deputy Mayor

