

DATED

2018

SOUTH OXFORDSHIRE DISTRICT COUNCIL

- AND -

THAME TOWN COUNCIL

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

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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 1998, 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“EIR” means the Environmental Information Regulations 2004 (as amended or superseded from time to time) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to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“FOIA” means the Freedom of Information Act 2000 (as amended or superseded from time to time) and any subordinate legislation made under that Act, together with any guidance and/or codes of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;

“Minimum Termination

means the minimum period of notice required in order for Thame Town Council to terminate this Contract in accordance with clause 14 ;

“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.

“Services”

means any services to be supplied by the District Council to Thame Town Council under the Contract as described in the Specification;

“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 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.
- 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 £13,089 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 £39,267 (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 £39,267 (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 advance, the first such payment being due on the date agreed between the parties under Clause 4 above. 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 District Council acknowledges and accepts that Thame Town Council is subject to the requirements of the FOIA and the EIR and that Thame Town Council may be required under the FOIA or the EIR to disclose Information concerning the District Council or the Goods and/or Services (including commercially sensitive information) without consulting or obtaining consent from the District Council. In these circumstances Thame Town Council shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the District Council advance notice, or failing that, to draw the disclosure to the District Council's attention after any such disclosure.
- 9.2. Notwithstanding any other provision in the Contract, Thame Town Council shall be responsible for determining in its absolute discretion whether any Information relating to the District Council or the Goods and/or Services is exempt from disclosure in accordance with the FOIA.

10. DATA PROTECTION

- 10.1. 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 the Contract.
- 10.2. Notwithstanding the general obligation in clause 10.1 above, where the District Council is processing Personal Data for Thame Town Council, the District Council shall:
- 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;
 - 10.2.2. provide Thame Town Council with such information as the 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. ensure it does not knowingly or negligently do or omit to do anything which places Thame Town Council in breach of the District Council's obligations under the Data Protection Legislation; and not process or otherwise transfer any Personal Data outside of the European Economic Area.

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

The parties will meet as often as required to review the operation of the CCTV Scheme and any other matters pertaining to this Agreement.

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

The parties will meet as often as required to review the operation of the CCTV Scheme and any other matters pertaining to this Agreement. This agreement may be extended for up to a further two years by exchange of letters.

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 5 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 5 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 writing between the parties or failing agreement to a person to be nominated on application.

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. PROPER LAW

This Agreement shall be governed and construed in accordance with the laws of England

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

**THE COMMON SEAL OF
THAME TOWN COUNCIL**

Was hereunto affixed under the authentication of

Signed:

Town Clerk

Witnessed in the presence of:

Signature:

Name:

Occupation:

Address:

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