

This Agreement is made the 9<sup>th</sup> day of December 2011

**Between**

- (1) South Oxfordshire District Council of Benson Lane, Crowmarsh Gifford, Wallingford, OX10 8QS (the "District Council")
- (2) Thame Town Council, Town Hall, Thame, Oxon (the "Town Council")

**WHEREAS**

1. In exercise of the powers conferred upon it by section 163 of the Criminal Justice and Public Order Act 1994, section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000 and all other enabling powers the District Council has resolved to support in principle, the provision of closed circuit television systems ("CCTV") in the towns of Henley on Thames, Wallingford, Thame and Didcot (the "CCTV Scheme").
2. The District Council has where relevant has appointed consultants to manage the commissioning of the CCTV Scheme.
3. The Town Council supports the CCTV Scheme insofar as it relates to the Town Council's administrative area and has agreed to contribute towards the revenue costs of operating the CCTV Scheme in the Town Council's area.

**IT IS 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

**"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 31 August in the previous year.

**2. Commencement and Term**

This Agreement shall commence on the 1<sup>st</sup> day of April 2006 and shall continue in force for a period of ten years from that date .

**3. Capital Costs and Monitoring**

The District Council will meet the capital costs of the commissioning and installation of the CCTV Scheme and two thirds of the Annual Revenue Operating Costs of the CCTV Scheme in the Town Council's administrative area. 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 one third of the Annual Revenue Operating Costs (as certified under clause 6 below) of operating the CCTV Scheme in the Town Council's administrative area for a period of ten years from the ~~1st~~ day of ~~April~~ 2006.

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 £12,650.00 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 £12,650.00 (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 £37,950.00 (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.

The principles that the parties will take into account when reviewing the Town Councils 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.

If the parties cannot reach agreement within a reasonable time of first meeting then the dispute escalation procedure set out at Clause 14 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 <sup>arrear</sup> 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 form the District Council. Any disputes between the parties regarding certified sums shall be resolved pursuant to the dispute resolution procedure at clause 14 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. Data Protection**

The parties acknowledge that CCTV images constitute personal information as defined in the Data Protection Act 1998 (the "Act") and that each party must comply fully with its obligations under the Act. The Town Council shall refer any subject access requests to personal information under the Act to the District Council's Head of Legal Services as soon as practicable after receipt of such a request and if in doubt as to whether such a request constitutes a subject access request under the Act shall liase with the District Council's Head of Legal Services and follow any reasonable instructions that the Head of Legal Services may give to the Town Council.

## **10. 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 it's internal rules and procedures will not invalidate this Agreement which shall remain in full force and effect throughout the Term.

## **11. Break Provision**

The Town Council may in the event of budgetary constraints only give written notice to the District Council to terminate the Agreement with effect from a date not less than twelve months from the date of the notice or six months to expire on the 31<sup>st</sup> March in any year.

The District Council on receipt of the notice shall notify the Town council prior to the expiry of such notice if it will continue to provide the CCTV system or if it shall be decommissioned and the timescale for such decommissioning as appropriate.

## **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.

### **13. 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.

### **14. Dispute Resolution**

14.1 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 Community Safety Officer or her nominee and the Town Clerk of the Town Council or his nominee shall meet as soon as possible in good faith effort in a spirit of partnership to resolve the dispute.

14.2 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 Head of Corporate Support. If the parties still cannot agree within a further 5 working days then the dispute shall be referred to the District Council's Strategic Director for Corporate Support. If the parties still cannot agree within a further 5 working days then the dispute shall be referred to the District Council's Chief Executive.

14.3 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 of failing agreement to a person to be nominated on application by either party by the President for the time being of the Law Society. The arbitrator's award shall in the absence of manifest error and the arbitrator's costs shall be met in such proportions as the Arbitrator shall direct.

### **15. Paragraph Headings**

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

### **16. Proper Law**

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

### **17. Costs**

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

### **18. Contracts (Rights of Third Parties) Act 1999**

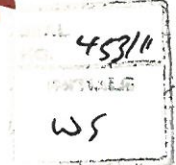
No person who is not a party to this Agreement shall have any rights or obligations under it.

IN WITNESS

The Common Seal of  
South Oxfordshire District Council  
Was hereunto affixed under the authentication of



*M. Min*



The Officer appointed for this purpose

The Common Seal of  
Thame Town Council  
Was hereunto affixed in the  
presence of:



Mayor

*[Handwritten signature]*

12/11-18

Town Clerk

*[Handwritten signature]*

