



Notes of the CCTV Working Group

Date:	Monday, 19 th December 2016
Venue:	Reception Room, Town Hall, St Annes
Group members:	Councillors Ben Aitken, Viv Willder, Louis Rigby, Delma Collins.
Officers:	Tracy Morrison, Ian Curtis, Chris Hambly, Bryan Ward, Sharon Wadsworth
Others in attendance:	None

1. Introduction

Following the resolution of the Environment, Health and Housing Committee, 1st November 2016 meeting, it was resolved to form a working group to review the current situation regarding the provision of CCTV in the Fylde and to provide direction as to the future of the replacement of the rapid deployment cameras.

2. Surveillance Camera Code

An overview of the Surveillance Camera Code, 2013, was provided highlighting the legal requirement and the 12 guiding principles. Any decisions to install / replace/ renew cameras must comply with the code.

3. Background

Currently 2 CCTV systems are in operation.

Monitored System – consists of 15 cameras that are monitored through the CCTV Suite at Wyre Council. Weekly updates are provided on matters monitored. When the cameras are not being monitored they go into a “resting position” viewing a fixed area like ATMs.

Rapid Deployment Cameras – mobile cameras (pre 2013) that can be placed in certain areas where there is anti-social behaviour or crime. These cameras are not monitored. The footage is downloaded by the police as and when required. Recordings are on a 30 day continual loop.

CCTV Vans – 2 vans were purchased for the downloading of footage via Community Safety and handed to the police. The police maintain the vans. The vans are coming up to 10 year old and the funding is not available for them to be replaced. The monitoring of the mobile cameras rely on police resources and no formal agreement is in place for the ongoing provision of this resource.

Wyre Council have already confirmed that they do not want to monitor the rapid deployment cameras or take ownership of them.

4. Budget

The annual budget provision for CCTV is £48,837 and covers the cost of monitoring and maintaining the monitored cameras.

There is an additional capital budget of £37,500 to replace mobile cameras. Due to the change in regulations, Surveillance Camera Code, the uncertainty of policing resources for the monitoring of the footage and the potential replacement of the 2 vans it was resolved at a previous committee

meeting not to replace the whole stock of cameras but that the money would be kept aside and used to replace cameras as and when required. This money would also be required to repair / replace any failing monitored cameras.

5. Replace, Renew or Remove?

Some cameras in place have been there historically and are now, probably, without the justification to satisfy the code of practice.

The rapid deployment cameras are starting to fail. There has been limited usage for incidents reported from police. Regardless of usage there are still running costs for the cameras.

Police more in favour of using a van with a mobile camera as more mobile as they have found that the visual impact of the van is a deterrent. Council obliged to remove any faulty cameras, they cannot be kept in place as a deterrent.

Not all cameras are infra-red and therefore cannot be used during the night. Cost to replace cameras with infra-red, column mounted ones can be up to £4,800 each.

Some cameras were provided to the parishes. Need to seek opinion / concerns / need from those with cameras in place.

Withdrawal of all mobile cameras.

Columns are still in place but are not suitable or stable enough to hold a camera. Will cost £1k to disconnect columns. There are running cost for columns even if not in use.

Option to set up a criteria for use for deployment of mobile cameras.

6. Considerations

Taking into account all the information available need to consider going forward what is the position with CCTV for Fylde? Do we want to continue with the mobile cameras? Do we want to replace the CCTV vans?

The current vans are coming up to 10 year old. What happens when they start to fail? Can they be replaced with smaller vans at a lower cost and maybe reduce to one?

If decision taken to continue with the use of mobile camera then budgeting costs will need to be taken into consideration.

7. Alternatives

To use the capital budget in place for extra cameras.

To use the money to hire extra PSO's (£11k pa) instead.

8. Next Stage

Visit Wyre Civic Suite.

Invite Police to next meeting. Request detailed reports of usage of mobile cameras.

Write to Parish/Town Councils for their opinion on use of existing cameras in their areas and is there a requirement for them to be in place – highlight criteria of Surveillance Camera Code.

9. Next Meetings

TBC

Meeting documents



CCTV Working
Group.docx



CCTV Bundle.pdf



Notes of the CCTV Working Group

Date:	Tuesday, 21 st February 2017
Venue:	Wyre Council Civic Suite
Group members:	Councillors Ben Aitken, Viv Willder, Louis Rigby, Delma Collins.
Officers:	Tracy Morrison, Chris Hambly, Bryan Ward, Sharon Wadsworth
Others in attendance:	Police Inspector Susan Horn, PC M Schouteten, PCSO T Stirling

1. CCTV Monitoring Suite at Wyre Council

It was arranged for the second meeting of the working group to be held at Wyre Council Civic Suite to enable members to view the monitored CCTV cameras that Wyre monitor on behalf of Fylde Council.

Thank you to Jane Murray, CCTV Manager at Wyre, for providing members with a tour of the monitoring room.

2. Police

Representative from the police were invited and attended the meeting.

Observations from the police included:

- ASB generally moves from area to area. CCTV vans have proved to be a good visual tool to disperse and deter pockets of low level ASB. They also carry CCTV cameras and recording capability
- Now only 8 working rapid deployment cameras in place. Some of these are not in areas where required and quality of footage on some is poor.
- No means of measuring / evidencing the reassurance CCTV provides or how much crime has been prevented due to the CCTV.
- CCTV footage is rarely used as key evidence but is a good source of supporting evidence.
- CCTV vans are used at events such as Club Days as a good means of preventing larger scale issues arising.
- Statistically ASB figures higher in town centres as opposed to rural areas.
- The ideal scenario would be to invest in CCTV vans over the rapid deployment cameras but, bearing in mind the limited budget available, the priorities for the police would be to invest in more monitored cameras.

3. Replace, Renew or Remove?

Priority is to maintain the current level of monitored cameras. A portion of the limited capital budget would be needed as a contingency in case a monitored camera failed and required replacing.

It would not be possible, with the resources available, to replace all the rapid deployment cameras and replace the CCTV vans.

Option to look at existing rapid deployment pole locations and move existing cameras to prime locations in relation to crime rate. Possibility of local opposition, especially if the parish/town council originally made a donation to the purchase of the camera.

Option to concentrate on town centre stock of monitored cameras and in conjunction with the police to look at additional locations for monitored cameras. There would be a call on the Capital budget and an overall increase in the Revenue budget even taking account utilising the whole of the maintenance and cleaning budget from having no RDCs

4. Considerations

To look at RDC poles that are in suitable locations with a view to converting to fixed monitored cameras.

There are still some RDCs which are located on unsuitable poles which would need replacing

Additional monitored cameras would have an impact on the screen size for monitoring.

Will there be a call to remove obsolete poles? – cost implications to disconnect.

Evaluate impact on not replacing cameras – would there be an increase in crime rates. Investigate capital bid funding to replace cameras or van in the event of an adverse impact.

5. Summary

Consider that the eight currently working rapid deployment cameras and the two CCTV vans to remain operational in their current locations until they fail. Cameras would be maintained where possible but once a camera failed it would not be replaced.

6. Next Stage

To discuss recommendations to go forward to Environment, Health and Housing committee.

7. Next Meetings

TBC



Notes of the CCTV Working Group

Date:	Monday 10 April 2017
Venue:	Reception Room, Town Hall
Group members:	Councillors Ben Aitken, Viv Willder, Louis Rigby.
Officers:	Tracy Morrison, Kathy Winstanley, Chris Hambly, Bryan Ward, Tara Walsh.

1. Apologies

Apologies were received from Councillor Delma Collins.

2. Recap of previous meeting

An overview of the previous meeting held on 21 February 2017 was provided highlighting the observations presented by the police. Members were reminded of observations provided by the police and advised that the ideal scenario for the police would be to invest in CCTV vans over the rapid deployment cameras. However, considering the limited budget available, the priorities would be to invest in more monitored cameras.

Attendees were reminded that the main purpose of the meeting was to finalise the recommendations to be presented to the next relevant meeting of the Environment, Health and Housing Committee.

3. Replace, Renew or Remove?

CCTV Vans – Members were reminded that 2 vans were purchased by the Fylde Councils Community Safety Partnership and the ownership for these vans had been transferred to the Police. As such the Police are responsible for the maintenance of the vehicles whilst Fylde Council are responsible for the CCTV equipment.

The group expressed concern regarding the CCTV vans and in particular that the Constabulary will not maintain the actual vehicles once they attain 10 years of age. Officers advised that whilst the vehicles themselves were aging, the equipment is appropriate and it is likely it could move to any replacement vehicle.

It was suggested that in order to reduce expenses the vans could be replaced by a smaller vehicle when required.

Members were then reminded that the representatives from the Police were in favour of using a van with a mobile camera as they are more mobile and it has been found that the visual impact of the van is a deterrent.

Monitored Systems – It was noted that the monitored systems are currently working well whereas the rapid deployment cameras are starting to fail.

Members went on to suggest that focus initially be directed to monitored systems. The rapid deployment cameras would be maintained where possible but once a camera failed it would not be replaced.

Rapid Deployment Cameras – It was noted that there are still some RDCs which are located on unsuitable poles which would need replacing.

Members were advised that there various poles around the borough however these were installed when there was a spike of crime in the area and may not be relevant/ the same today.

The Group considered the option to replace all the existing rapid deployment cameras, this would require a call on the Capital budget and an overall increase in the Revenue budget.

4. Considerations

Members were advised that that Lancaster City Council and Morecambe Town Council CCTV Cameras are no longer monitored and as such there is potential for Wyre, Lancaster and Blackpool and Fylde to set up a Western Division hub. Blackburn had recently undergone a similar process and received £200 thousand in funding from Police Crime Commissioner.

Furthermore, members discussed possible methods for receiving alternative funding for CCTV Systems, particular reference was made to Section 106 arrangements and the Local Strategic Partnership, who had provided similar funding in the past.

5. Summary

Following a full discussion it was agreed that a report would be drafted containing the following recommendations:

- To look to retract from the use of mobile cameras
- To keep the poles for the Rapid Deployment Cameras where they are currently located however if the cameras fail they will be removed and will not be replaced
- To maintain the cameras that are currently located in the town centre. The cost to clean and maintain the cameras will be withdrawn from the revenue budget
- If any cameras in St Annes, Lytham or Kirkham fail to work in the future, cost to replace the cameras will be withdrawn from £37,000 budget.

The draft report will contain the estimated cost of the required poles for the Rapid Deployment Cameras, the cost for removing the poles and the cost of replacing the poles with 24 hour cameras.

This report will then be provided to members for review prior to it being presenting to the relevant Environment, Health and Housing Committee.

CCTV Working Group

Introduction

1. This report is submitted following a resolution of the Environment, Health and Housing Committee to form a working group regarding the provision of CCTV in the Fylde and is intended to provide a review of the current situation and ultimately seeks direction as to the future replacement of the rapid deployment cameras.
2. It is suggested that the working group meets over 3 sessions, each of no longer than 2 hours duration. Session 1 will discuss the background to the report, session 2 an assessment of the service and its delivery with the final session discussing the outcome and any recommendations.

Legislation

3. When considering CCTV, the Authority must have regard to the Surveillance Camera Code of Practice issued by the Surveillance Camera Commissioner, a copy of which is attached at appendix 1.
4. There are 12 guiding principles to the code including requirements that the use of a system is consistent with a legitimate aim and a pressing need, that the system takes into account the effect of the CCTV on individuals and their privacy and that the purpose of the system is justifiable.
5. There is no legal requirement upon the Council to provide CCTV but the purpose of CCTV in Fylde is to:-

Assist in reducing the fear of crime and anti-social behaviour.

Help to prevent crime and anti-social behaviour

Assist in the prosecution of offenders.

Background

6. CCTV was first introduced into Fylde in 2002 in the form of rapid deployment cameras and the Council currently operates 2 CCTV systems, a monitored system and the rapid deployment system. The monitored system consisting of 15 cameras came into effect on X and is provided through Wyre Borough Council. The monitoring suite is located at the Civic Centre in Poulton and costs Fylde Council currently £x 11250 p/a for Wyre to conduct the monitoring on our behalf through a Service Level Agreement (app 2) which is due to expire in 2019. There is also a contribution towards the volunteers of £2000 p/a.
7. Monitoring takes place Monday to Sunday, generally between 0900 and 0000. When monitoring is not taking place, the cameras have a resting position viewing an area which may be considered to be vulnerable such as cash points or licensed premises. Wyre Council provide weekly updates on particular matters monitored, an example of which is shown at appendix 3 and it is believed this contributes to justifying the pressing need of the system.

8. The cameras are maintained and serviced by Blackpool Council at a cost of £15780 p/a and a copy of the draft SLA is attached at appendix 4 and a cost breakdown at appendix 5.
9. In general terms, it is the view that the monitored system is working effectively. However, members may wish to note that due to the relocation of Blackpool Police Office, the Blackpool CCTV system currently located in the Police Station may be relocated to the Blackpool Council offices at Bickerstaff House. A meeting is to take place between on the 22nd November 2016 between Fylde, Wyre, Blackpool and Lancaster Councils to discuss the possibility of establishing one monitored suite at Bickerstaff House for all 4 Boroughs. Members will be kept up to date with any developments.
10. A system of rapid deployment cameras is also operated, the cameras being placed in areas where there is a spike in crime or anti-social behaviour and where there is deemed to be a pressing need. These cameras are not monitored and footage is simply downloaded by the Police when required.
11. The cameras record on a constant loop with the footage being recorded over after approximately 30 days and they can be operated through the CCTV vans. Fylde Council, through Community Safety, purchased 2 CCTV vans in X and handed ownership of them to the Police. The Police are responsible for maintenance and repairs to the vehicles whilst Fylde Council are responsible for any repairs to the CCTV equipment in the vehicles.

Finance

12. Currently, the annual budget for the provision of CCTV is £48837 (code 3379 47401) from which the following costs are paid:

To Blackpool Council re maintenance	£15780
To Wyre CCTV SLA	£11250
Volunteer training/expenses	£2000
St Annes/kirkham Line Rentals	£6441
Lytham line rentals	£1500
	=====
Total	£36971

13. The remainder of the budget is taken up by costs such as signage, replacement batteries, repairs etc and could potentially be used to replace cameras on a rolling basis.
14. There is an additional capital budget of approx. £37.5k for CCTV provision, maintenance and repair. There are no currently no plans from the Authority to add to this budget and it will only increase through any successful funding bids.

Concerns

15. As suggested above, there are currently no concerns with the monitored CCTV system. It is within budget, fully functional and Officers believe it satisfies the CCTV Surveillance Code.

16. The challenge lies with the Rapid Deployment Cameras which provide a different scenario in that the amount of usage in terms of crime and anti-social behaviour detection is minimal and the evaluation of the actual benefits of these cameras and whether they justify the pressing need and legitimate aim is questionable.
17. However, it is virtually impossible to measure the effect of 'prevention' work and public reassurance is provided by public opinion and anecdotal evidence. Notwithstanding that cameras located in several parks in Fylde provide a high degree of the feeling of public safety, it has proven difficult to analyse accurately.
18. Several of the Rapid Deployment cameras are operating on CCTV Columns which were purchased many years ago. The columns no longer provide the stability needed to enable the cameras to operate. Some cameras are aging and consideration should be given to whether they are replaced.
19. A current report on the condition of the cameras from Blackpool Council is attached at appendix 6.
20. Impact assessments have recently been received from the Police regarding the utilisation of the rapid deployment cameras which can be seen in appendix 7. It can be seen that reports vary significantly for rural Fylde to that of Lytham and St Annes and a further, detailed report has been requested from the Police.
21. A further concern is the actual CCTV vehicles. It is understood the Police welcome the flexibility of the CCTV vehicles and the ability to park them at short notice in areas where there are immediate concerns without the restrictions of fixed poles etc. The vehicles were registered in 2007 and whilst having relatively low mileage of approximately 40000 miles, there is a concern that the Constabulary will not maintain the vehicles once they attain 12 years of age.
22. Therefore, in terms of the 'Rapid Deployment Cameras' there are a number of options to consider in terms of taking CCTV in Fylde forward. As can be seen from the report, a number of camera are not working, some have faults and in some instances poles will need replacing.
23. There are a number of styles of cameras that could be utilised to replace the failing cameras which is attached at app 8, and appendix 9 confirms the actual costs of disconnecting and connecting a replacement pole at £541.21 and £1091 respectively. The cost of the actual installation of the post also need to be factored in.
24. It should be noted that any replacement cameras should be capable of working in conjunction with the CCTV vans and it must be noted that in some instances the poles will require replacing at a cost of including disconnect and connection.

Conclusion

25. The resolution of the Environment, Health and Housing Committee on the 1st November 2016 when considering the future provision of CCTV was:

That the Committee notes the report and acknowledges the need for a review of the use and replacement of rapid deployment cameras and endorses the production of a report with recommendations for their future replacement and use.

2. That the Committee appoints Councillors Ben Aitken, Viv Willder, Delma Collins and Louis Rigby to a CCTV Working Group to visit the CCTV suite at Wyre Council and work with officers on the production of the above report.

3. That the report and recommendations of the Working Group, be reported back to Committee upon conclusion for due consideration.

26. It is felt that there are potentially a number of options available for further consideration such as authorising the replacement of failing cameras or poles in specific locations subject to satisfactory impact assessments, ceasing the use of the rapid deployment cameras to support the use of the monitored system, identifying the cost of adding cameras to the monitored system.
27. Direct consultation with the Police regarding use of the rapid deployment cameras has not taken place and members may therefore wish to invite a representative to any meeting, along with a representative from the Finance Department at Fylde Council to advise on any financial implications.

Appendices:

- 1) Surveillance Camera Code of Practice
- 2) Wyre SLA for CCTV Provision
- 3) Sample weekly report
- 4) Blackpool SLA for camera maintenance
- 5) Cost breakdown
- 6) Report from Blackpool on condition of cameras
- 7) Impact Assessments from the Police for Rapid Deployment Cameras
- 8) Cost of Cameras



Home Office

Surveillance Camera Code of Practice

June 2013

Surveillance Camera Code of Practice

Presented to Parliament Pursuant to Section 30 (1) (a) of the
Protection of Freedoms Act 2012

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Chapter 1: Introduction

Definitions

1.1 In this code:

- “1998 Act” means the Data Protection Act 1998.
- “2000 Act” means the Regulation of Investigatory Powers Act 2000.
- “2012 Act” means the Protection of Freedoms Act 2012.
- “Overt surveillance” means any use of surveillance for which authority does not fall under the 2000 Act.
- “Public place” has the meaning given by Section 16(b) of the Public Order Act 1986 and is taken to include any highway and any place to which at the material time the public or any section of the public has access, on payment or otherwise, as of right or by virtue of express or implied permission.
- “Relevant authority” has the meaning given by Section 33(5) of the 2012 Act.
- “Surveillance camera systems” has the meaning given by Section 29(6) of the 2012 Act and is taken to include: (a) closed circuit television (CCTV) or automatic number plate recognition (ANPR) systems; (b) any other systems for recording or viewing visual images for surveillance purposes; (c) any systems for storing, receiving, transmitting, processing or checking the images or information obtained by (a) or (b); (d) any other systems associated with, or otherwise connected with (a), (b) or (c)¹.
- “System Operator” - person or persons that take a decision to deploy a surveillance camera system, and/or are responsible for defining its purpose, and/or are responsible for the control of the use or processing of images or other information obtained by virtue of such system.
- “System User” – person or persons who may be employed or contracted by the system operator who have access to live or recorded images or other information obtained by virtue of such system.

Background

- 1.2 This code of practice is issued by the Secretary of State under Section 30 of the 2012 Act. It provides guidance on the appropriate and effective use of surveillance camera systems by relevant authorities (as defined by section 33 of the 2012 Act) in England and Wales who must have regard to the code when exercising any functions to which the code relates. Other operators and users of surveillance camera systems in England and Wales are encouraged to adopt the code voluntarily. It is a significant step in the ongoing process of delivering the government’s commitment to the ‘further regulation of CCTV’ which it believes is a task that is best managed in gradual and incremental stages. As understanding and application of the code increases the government may consider including other bodies as relevant authorities who will have to have regard to the code.

¹ Excludes any camera system with relevant type approval of a prescribed device under Section 20 of the Road Traffic Offenders Act 1988 used exclusively for enforcement purposes, which captures and retains an image only when the relevant offence is detected and with no capability to be used for any surveillance purpose. For example, for the enforcement of speeding offences.

Purpose of the code

- 1.3 Surveillance camera systems are deployed extensively within England and Wales, and these systems form part of a complex landscape of ownership and operation. Where used appropriately, these systems are valuable tools which contribute to public safety and security and in protecting both people and property.
- 1.4 The government is fully supportive of the use of overt surveillance cameras in a public place whenever that use is: in pursuit of a legitimate aim; necessary to meet a pressing need²; proportionate; effective, and; compliant with any relevant legal obligations.
- 1.5 The purpose of the code will be to ensure that individuals and wider communities have confidence that surveillance cameras are deployed to protect and support them, rather than spy on them. The government considers that wherever overt surveillance in public places is in pursuit of a legitimate aim and meets a pressing need, any such surveillance should be characterised as surveillance by consent, and such consent on the part of the community must be informed consent and not assumed by a system operator. Surveillance by consent should be regarded as analogous to policing by consent. In the British model of policing, police officers are citizens in uniform. They exercise their powers to police their fellow citizens with the implicit consent of their fellow citizens. Policing by consent is the phrase used to describe this. It denotes that the legitimacy of policing in the eyes of the public is based upon a general consensus of support that follows from transparency about their powers, demonstrating integrity in exercising those powers and their accountability for doing so.
- 1.6 In order to achieve this, the code sets out guiding principles that should apply to all surveillance camera systems in public places. These guiding principles are designed to provide a framework for operators and users of surveillance camera systems so that there is proportionality and transparency in their use of surveillance, and systems are capable of providing good quality images and other information which are fit for purpose.
- 1.7 To support the practical application of these guiding principles by a system operator, the Surveillance Camera Commissioner will provide information and advice on appropriate and approved operational and technical standards for various aspects of surveillance camera systems and on appropriate and approved occupational and competency standards for persons using these systems or processing images and information obtained by these systems to supplement this code.
- 1.8 This code has been developed to address concerns over the potential for abuse or misuse of surveillance by the state in public places, with the activities of local authorities and the police the initial focus of regulation. However, the government fully recognises that many surveillance camera systems within public places are operated by the private sector, by the third sector or by other public authorities (for example, shops and shopping centres, sports grounds and other sports venues, schools, transport systems and hospitals). Informed by advice from the Surveillance Camera Commissioner, the government will keep the code under review and may in due course consider adding others to the list of relevant authorities pursuant to section 33(5)(k) of the 2012 Act.

² A public authority will be bound by the Human Rights Act 1998 and will therefore be required to demonstrate a pressing need when undertaking surveillance as this may interfere with the qualified right to respect for private and family life provided under Article 8 of the European Charter of Human Rights. This is the case whether or not that public authority is a relevant authority. A system operator who is not a public authority should nevertheless satisfy themselves that any surveillance is necessary and proportionate.

Scope of surveillance activity to which this code applies

- 1.9 The code applies to the use of surveillance camera systems as defined in paragraph 1.1 that operate in public places in England and Wales, regardless of whether or not there is any live viewing, or recording of images or information or associated data.
- 1.10 Covert surveillance by public authorities (as defined in Part II of the 2000 Act) is not covered by this code but is regulated by the 2000 Act. Covert surveillance in public places by those who do not fall within the 2000 Act (for example, the private operator of a surveillance camera system in a shopping centre) may be used as part of a specific investigation in exceptional and justifiable circumstances. Any such covert use of private systems by or on behalf of a public authority (with the authority's knowledge) immediately places such use within the bounds of the 2000 Act.

Effect of the Code

- 1.11 A relevant authority must follow a duty to have regard to the guidance in this code when, in exercising any of its functions, it considers that the future deployment or continued deployment of surveillance camera systems to observe public places may be appropriate. This can include the operation or use of any surveillance camera systems, or the use or processing of images or other information obtained by virtue of such systems. The duty to have regard to this code also applies when a relevant authority uses a third party to discharge relevant functions covered by this code and where it enters into partnership arrangements. Contractual provisions agreed after this code comes into effect with such third party service providers or partners must ensure that contractors are obliged by the terms of the contract to have regard to the code when exercising functions to which the code relates. The duty to have regard does not extend to such third party service providers or partners unless they themselves are a relevant authority.
- 1.12 When a relevant authority in England has civil parking enforcement functions under the Traffic Management Act 2004 or bus lane enforcement functions under the Transport Act 2000, and considers the use of surveillance camera systems in exercising those functions, it must have regard to the guidance in this code. The primary purpose of any surveillance camera system used as part of civil enforcement arrangements must be the safe and efficient operation of the road network by deterring motorists from contravening parking or road traffic restrictions. Motorists may regard enforcement by cameras as over-zealous and relevant authorities should use them sparingly. Such systems should, therefore, only be deployed where other means of enforcement are not practical and their effectiveness in achieving this purpose is subject to regular review. Where there is any conflict between this code and the secondary legislation made under the Traffic Management Act 2004 or the Transport Act 2000 relevant to those functions or the statutory guidance issued under section 87 of the Traffic Management Act 2004, the provisions made in or under the Traffic Management Act 2004 and the Transport Act 2000 shall apply.
- 1.13 When a relevant authority in England has civil enforcement functions for moving traffic contraventions under the London Local Authorities Act 1996 Part 2, the London Local Authorities Act 2000 Schedule 2 and the London Local Authorities and Transport for London Act 2003 Part 2, and considers the use of surveillance camera systems in exercising those functions, it must have regard to the guidance in this code. The primary purpose of any surveillance camera system used as part of civil enforcement arrangements must be the safe and efficient operation of the road network by deterring

motorists from contravening parking or road traffic restrictions. Motorists may regard enforcement by cameras as over-zealous and relevant authorities should use them sparingly. Such systems should , therefore, only be deployed where other means of enforcement are not practical and their effectiveness in achieving this purpose is subject to regular review. Where there is any conflict between this code and London Local Authorities Act 1996 Part 2, the London Local Authorities Act 2000 Schedule 2 and the London Local Authorities and Transport for London Act 2003 Part 2 relevant to those functions then that legislation shall apply.

- 1.14 When a relevant authority in Wales has civil parking, bus lane or moving traffic enforcement functions under the Traffic Management Act 2004 and considers the use of surveillance camera systems in exercising those functions, it must have regard to the guidance in this code. The primary purpose of any surveillance camera system used as part of civil enforcement arrangements must be the safe and efficient operation of the road network by deterring motorists from contravening parking or road traffic restrictions. Motorists may regard enforcement by cameras as over-zealous and relevant authorities should use them sparingly. Such systems should , therefore, only be deployed where other means of enforcement are not practical and their effectiveness in achieving this purpose is subject to regular review. Where there is any conflict between this code and the secondary legislation made under the Traffic Management Act 2004 relevant to those functions or the Statutory Guidance documents issued by the Welsh Government under section 87 of the Traffic Management Act 2004, then that legislation and guidance shall apply.
- 1.15 When a relevant authority has licensing functions and considers the use of surveillance camera systems as part of the conditions attached to a licence or certificate, it must in particular have regard to guiding principle one in this code. Any proposed imposition of a blanket requirement to attach surveillance camera conditions as part of the conditions attached to a licence or certificate is likely to give rise to concerns about the proportionality of such an approach and will require an appropriately strong justification and must be kept under regular review. Applications in relation to licensed premises must take into account the circumstances surrounding that application and whether a requirement to have a surveillance camera system is appropriate in that particular case. For example, it is unlikely that a trouble-free community pub would present a pressing need such that a surveillance camera condition would be justified. In such circumstances where a licence or certificate is granted subject to surveillance camera system conditions, the consideration of all other guiding principles in this code is a matter for the licensee as the system operator.
- 1.16 A failure on the part of any person to act in accordance with any provision of this code does not of itself make that person liable to criminal or civil proceedings. This code is, however, admissible in evidence in criminal or civil proceedings, and a court or tribunal may take into account a failure by a relevant authority to have regard to the code in determining a question in any such proceedings.
- 1.17 Other operators of surveillance camera systems who are not defined as relevant authorities are encouraged to adopt this code and its guiding principles voluntarily and make a public commitment to doing so. Such system operators are not, however, bound by any duty to have regard to this code.

Relevant documents

- 1.18 The Information Commissioner's CCTV Code of Practice provides good practice guidance for those involved in operating CCTV and other surveillance camera systems which view or record images of individuals including information derived from those images that may be related to them such as a vehicle registration mark. Its primary purpose is to help those involved in such activities to comply with their legal obligations under the 1998 Act.
- 1.19 The covert surveillance and property interference code of practice published by the Home Office provides statutory guidance on the use of covert surveillance by public authorities under the 2000 Act. Further guidance on the application of the 2000 Act is available from the Office of the Surveillance Commissioners.
- 1.20 This code provides guidance on the use of surveillance camera systems but does not replace or remove any statutory obligations on operators or users of such systems to comply with the provisions of both the 1998 Act and the 2000 Act.

Chapter 2: Overview and Guiding Principles

- 2.1 Modern and forever advancing surveillance camera technology provides increasing potential for the gathering and use of images and associated information. These advances vastly increase the ability and capacity to capture, store, share and analyse images and information. This technology can be a valuable tool in the management of public safety and security, in the protection of people and property, in the prevention and investigation of crime, and in bringing crimes to justice. Technological advances can also provide greater opportunity to safeguard privacy. Used appropriately, current and future technology can and will provide a proportionate and effective solution where surveillance is in pursuit of a legitimate aim and meets a pressing need.
- 2.2 In general, any increase in the capability of surveillance camera system technology also has the potential to increase the likelihood of intrusion into an individual's privacy. The Human Rights Act 1998 gives effect in UK law to the rights set out in the European Convention on Human Rights (ECHR). Some of these rights are absolute, whilst others are qualified, meaning that it is permissible for the state to interfere with the right provided that the interference is in pursuit of a legitimate aim and the interference is proportionate. Amongst the qualified rights is a person's right to respect for their private and family life, home and correspondence, as provided for by Article 8 of the ECHR³.
- 2.3 That is not to say that all surveillance camera systems use technology which has a high potential to intrude on the right to respect for private and family life. Yet this code must regulate that potential, now and in the future. In considering the potential to interfere with the right to privacy, it is important to take account of the fact that expectations of privacy are both varying and subjective. In general terms, one of the variables is situational, and in a public place there is a zone of interaction with others which may fall within the scope of private life. An individual can expect to be the subject of surveillance in a public place as CCTV, for example, is a familiar feature in places that the public frequent. An individual can, however, rightly expect surveillance in public places to be both necessary and proportionate, with appropriate safeguards in place.

3 Article 8 of the European Charter on Human Rights reads as follows:

Right to respect for private and family life

1. Everyone has the right to respect for his private and family life, his home and his correspondence.
2. There shall be no interference by a public authority with the exercise of this right except such as is in accordance with the law and is necessary in a democratic society in the interests of national security, public safety or the economic well-being of the country, for the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others.

- 2.4 The decision to use any surveillance camera technology must, therefore, be consistent with a legitimate aim and a pressing need. Such a legitimate aim and pressing need must be articulated clearly and documented as the stated purpose for any deployment. The technical design solution for such a deployment should be proportionate to the stated purpose rather than driven by the availability of funding or technological innovation. Decisions over the most appropriate technology should always take into account its potential to meet the stated purpose without unnecessary interference with the right to privacy and family life. Furthermore, any deployment should not continue for longer than necessary.
- 2.5 The starting point for a system operator in achieving the most appropriate balance between public protection and individual privacy and thereby achieving overt surveillance by consent is to adopt a single set of guiding principles that are applicable to all surveillance camera systems in public places. Following these guiding principles allows a system operator to establish a clear rationale for any overt surveillance camera deployment in public places, to run any such system effectively, helps ensure compliance with other legal duties and to maximise the likelihood of achieving surveillance by consent.

Guiding Principles

- 2.6 System operators should adopt the following 12 guiding principles:
1. Use of a surveillance camera system must always be for a specified purpose which is in pursuit of a legitimate aim and necessary to meet an identified pressing need.
 2. The use of a surveillance camera system must take into account its effect on individuals and their privacy, with regular reviews to ensure its use remains justified.
 3. There must be as much transparency in the use of a surveillance camera system as possible, including a published contact point for access to information and complaints.
 4. There must be clear responsibility and accountability for all surveillance camera system activities including images and information collected, held and used.
 5. Clear rules, policies and procedures must be in place before a surveillance camera system is used, and these must be communicated to all who need to comply with them.
 6. No more images and information should be stored than that which is strictly required for the stated purpose of a surveillance camera system, and such images and information should be deleted once their purposes have been discharged.
 7. Access to retained images and information should be restricted and there must be clearly defined rules on who can gain access and for what purpose such access is granted; the disclosure of images and information should only take place when it is necessary for such a purpose or for law enforcement purposes.
 8. Surveillance camera system operators should consider any approved operational, technical and competency standards relevant to a system and its purpose and work to meet and maintain those standards.
 9. Surveillance camera system images and information should be subject to appropriate security measures to safeguard against unauthorised access and use.

10. There should be effective review and audit mechanisms to ensure legal requirements, policies and standards are complied with in practice, and regular reports should be published.
11. When the use of a surveillance camera system is in pursuit of a legitimate aim, and there is a pressing need for its use, it should then be used in the most effective way to support public safety and law enforcement with the aim of processing images and information of evidential value.
12. Any information used to support a surveillance camera system which compares against a reference database for matching purposes should be accurate and kept up to date.

Chapter 3: The development or use of surveillance camera systems

This chapter expands on guiding principles 1-4 which address the development or use of surveillance camera systems

Principle 1 - Use of a surveillance camera system must always be for a specified purpose which is in pursuit of a legitimate aim and necessary to meet an identified pressing need.

- 3.1.1 Surveillance camera systems operating in public places must always have a clearly defined purpose or purposes in pursuit of a legitimate aim and necessary to address a pressing need (or needs). Such a legitimate aim and pressing need might include national security, public safety, the economic well-being of the country, the prevention of disorder or crime, the protection of health or morals, or the protection of the rights and freedoms of others. That purpose (or purposes) should be capable of translation into clearly articulated objectives against which the ongoing requirement for operation or use of the systems and any images or other information obtained can be assessed.
- 3.1.2 In assessing whether a system will meet its objectives, and in designing the appropriate technological solution to do so, a system operator should always consider the requirements of the end user of the images, particularly where the objective can be characterised as the prevention, detection and investigation of crime and the end user is likely to be the police and the criminal justice system.
- 3.1.3 A surveillance camera system should only be used in a public place for the specific purpose or purposes it was established to address. It should not be used for other purposes that would not have justified its establishment in the first place. Any proposed extension to the purposes for which a system was established and images and information are collected should be subject to consultation before any decision is taken.

Principle 2 - The use of a surveillance camera system must take into account its effect on individuals and their privacy, with regular reviews to ensure its use remains justified.

- 3.2.1 The right to respect for private and family life set out in Article 8 of the ECHR enshrines in law a long held freedom enjoyed in England and Wales. People do, however, have varying and subjective expectations of privacy with one of the variables being situational. Deploying surveillance camera systems in public places where there is a particularly high expectation of privacy, such as toilets or changing rooms, should only be done to address a particularly serious problem that cannot be addressed by less intrusive means. Such deployment should be subject to regular review, at least annually, to ensure it remains necessary.

- 3.2.2 Any proposed deployment that includes audio recording in a public place is likely to require a strong justification of necessity to establish its proportionality. There is a strong presumption that a surveillance camera system must not be used to record conversations as this is highly intrusive and unlikely to be justified.
- 3.2.3 Any use of facial recognition or other biometric characteristic recognition systems needs to be clearly justified and proportionate in meeting the stated purpose, and be suitably validated⁴. It should always involve human intervention before decisions are taken that affect an individual adversely.
- 3.2.4 This principle points to the need for a privacy impact assessment process to be undertaken whenever the development or review of a surveillance camera system is being considered to ensure that the purpose of the system is and remains justifiable, there is consultation with those most likely to be affected, and the impact on their privacy is assessed and any appropriate safeguards can be put in place. Where such an assessment follows a formal and documented process, such processes help to ensure that sound decisions are reached on implementation and on any necessary measures to safeguard against disproportionate interference with privacy. In the case of a public authority, this also demonstrates that both the necessity and extent of any interference with Article 8 rights has been considered.
- 3.2.5 A privacy impact assessment also helps assure compliance with obligations under the 1998 Act. Comprehensive guidance on undertaking a privacy impact assessment is available from the Information Commissioner's Office. This encourages organisations to devise and implement an assessment process that is appropriate and proportionate to their circumstances.

Principle 3 - There must be as much transparency in the use of a surveillance camera system as possible, including a published contact point for access to information and complaints.

- 3.3.1 People in public places should normally be made aware whenever they are being monitored by a surveillance camera system, who is undertaking the activity and the purpose for which that information is to be used. This is an integral part of overt surveillance and is already a legal obligation under the 1998 Act. Furthermore, such awareness on the part of the public supports and informs the concept of surveillance by consent.
- 3.3.2 Surveillance by consent is dependent upon transparency and accountability on the part of a system operator. The provision of information is the first step in transparency, and is also a key mechanism of accountability. In the development or review of any surveillance camera system, proportionate consultation and engagement with the public and partners (including the police) will be an important part of assessing whether there is a legitimate aim and a pressing need, and whether the system itself is a proportionate response. Such consultation and engagement also provides an opportunity to identify any concerns and modify the proposition to strike the most appropriate balance between public protection and individual privacy.

⁴ The Surveillance Camera Commissioner will be a source of advice on validation of such systems.

- 3.3.3. This means ensuring effective engagement with representatives of those affected and in particular where the measure may have a disproportionate impact on a particular community. It is important that consultation is meaningful and undertaken at a stage when there is a realistic prospect of influencing developments.
- 3.3.4 System operators should be proactive in the provision of regularly published information about the purpose, operation and effect of a system. This is consistent with the government's commitment to greater transparency on the part of public bodies.
- 3.3.5 In addition to the proactive publication of information about the stated purpose of a surveillance camera system, good practice includes considering the publication of information on the procedures and safeguards in place, impact assessments undertaken, performance statistics and other management information and any reviews or audits undertaken. Public authorities should consider including this information as part of their publication schemes under the Freedom of Information Act 2000.
- 3.3.6 This is not to imply that the exact location of surveillance cameras should always be disclosed if to do so would be contrary to the interests of law enforcement or national security.
- 3.3.7 A system operator should have an effective procedure for handling concerns and complaints from individuals and organisations about the use of surveillance camera systems. Information about complaints procedures should be made readily available to the public. Where a complaint is made and the complainant not satisfied with the response there should be an internal review mechanism in place using a person not involved in handling the initial complaint. Complaints must be handled in a timely fashion and complainants given an indication of how long a complaint may take to handle at the outset.
- 3.3.8 Once a complaint has been concluded information should be provided to the complainant about any regulatory bodies who may have jurisdiction in that case such as the Information Commissioner or the Investigatory Powers Tribunal.
- 3.3.9 Where a complaint or other information comes to the attention of a relevant authority or other system operator that indicates criminal offences may have been committed in relation to a surveillance camera system then these matters should be referred to the appropriate body, such as the police or the Information Commissioner for any offences under the 1998 Act.
- 3.3.10 In line with government commitment towards greater transparency on the part of public authorities a system operator should publish statistical information about the number and nature of complaints received and how these have been resolved on an annual basis at least.
- 3.3.11 The government's further commitment to 'open data' means that public authorities should consider making information available in reusable form so others can develop services based on this data. This would extend to information about surveillance camera systems.
- 3.3.12 The Surveillance Camera Commissioner has no statutory role in relation to the investigation and resolution of complaints. System operators should, however, be prepared to share information about the nature of complaints with the Surveillance Camera Commissioner on an ad hoc and where appropriate anonymised basis to assist in any review of the operation of this code of practice.

Principle 4 - There must be clear responsibility and accountability for all surveillance camera system activities including images and information collected, held and used.

- 3.4.1 Persons considering the need to develop a surveillance camera system should give due consideration to the establishment of proper governance arrangements. There must be clear responsibility and accountability for such a system. It is good practice to have a designated individual responsible for the development and operation of a surveillance camera system, for ensuring there is appropriate consultation and transparency over its purpose, deployment and for reviewing how effectively it meets its purpose.
- 3.4.2 Where a system is jointly owned or jointly operated, the governance and accountability arrangements should be agreed between the partners and documented so that each of the partner organisations has clear responsibilities, with clarity over obligations and expectations and procedures for the resolution of any differences between the parties or changes of circumstance.
- 3.4.3 A surveillance camera system may be used for more than one purpose. For example, one purpose might be crime prevention and detection, and another traffic management. Accountability for each purpose may rest within different elements of a system operator's management structure. Should that be the case, then it is good practice for the governance arrangements to include those accountable for each purpose and facilitate effective joint working, review and audit, decision making and public engagement.

Chapter 4: The use or processing of images or other information obtained by virtue of such systems

This chapter expands on guiding principles 5-12 which address the use or processing of images and information.

Principle 5 - Clear rules, policies and procedures must be in place before a surveillance camera system is used, and these must be communicated to all who need to comply with them.

- 4.5.1 There are significant benefits in having clear policies and procedures for the operation of any surveillance. This can not only aid the effective management and use of a surveillance camera system but also help ensure that any legal obligations affecting the use of such a system are addressed.
- 4.5.2 A surveillance camera system operator is encouraged to follow a quality management system as a major step forward in controlling and improving their key processes. Where this is done through certification against a quality management standard it can provide a robust operating environment with the additional benefit of reassurance for the public that the system is operated responsibly and effectively, and the likelihood of any breach of individual privacy is greatly reduced.
- 4.5.3 It is good practice that the communication of rules, policies and procedures should be done as part of the induction and ongoing professional training and development of all system users. This should maximise the likelihood of compliance by ensuring system users are competent, have relevant skills and training on the operational, technical and privacy considerations and fully understand the policies and procedures. It is requirement of the 1998 Act that organisations ensure the reliability of staff having access to personal data, including images and information obtained by surveillance camera systems.
- 4.5.4 Wherever there are occupational standards available which are relevant to the roles and responsibilities of their system users, a systems operator should consider the benefits and any statutory requirements associated with such occupational standards.
- 4.5.5 The Surveillance Camera Commissioner will provide advice and guidance on relevant quality management and occupational competency standards.
- 4.5.6 Wherever a surveillance camera system covers public space a system operator should be aware of the statutory licensing requirements of the Private Security Industry Act 2001. Under these requirements, the Security Industry Authority (SIA) is charged with licensing individuals working in specific sectors of the private security industry. A public space surveillance (CCTV) licence is required when operatives are supplied under a contract for services. It is a criminal offence for staff to carry out licensable activities without an SIA licence.

- 4.5.7 SIA licensing is dependent upon evidence that an individual is fit and proper to fulfil the role, and evidence of their ability to fulfil a role effectively and safely with the right skills and knowledge. There are various relevant qualifications available, and training to attain these is delivered by a range of different accredited providers.
- 4.5.8 Even where there is no statutory licensing requirement, it is good practice for a system operator to ensure that all staff who either manage or use a surveillance camera system, or use or process the images and information obtained by virtue of such systems have the necessary skills and knowledge.

Principle 6 - No more images and information should be stored than that which is strictly required for the stated purpose of a surveillance camera system, and such images and information should be deleted once their purposes have been discharged.

- 4.6.1 Images and information obtained from a surveillance camera system should not be kept for longer than necessary to fulfil the purpose for which they were obtained in the first place. This period should be decided in advance and be the minimum period necessary. This is also a requirement of the 1998 Act and further guidance on this is contained in the ICO CCTV code of practice.
- 4.6.2 The retention period for different surveillance camera systems will vary due to the purpose for the system and how long images and other information need to be retained so as to serve its intended purpose. It is not, therefore, possible to be prescriptive about maximum or minimum periods. Initial retention periods should be reviewed by a system operator and reset in the light of experience. A proportionate approach should always be used to inform retention periods and these should not be based upon infrequent exceptional cases.
- 4.6.3 Although images and other information should not be kept for longer than necessary to meet the purposes for recording them, on occasions, a system operator may need to retain images for a longer period, for example where a law enforcement body is investigating a crime to give them the opportunity to view the images as part of an active investigation.

Principle 7 - Access to retained images and information should be restricted and there must be clearly defined rules on who can gain access and for what purpose such access is granted; the disclosure of images and information should only take place when it is necessary for such a purpose or for law enforcement purposes.

- 4.7.1 The disclosure of images and other information obtained from a surveillance camera system must be controlled and consistent with the stated purpose for which the system was established. Disclosure of images or information may be appropriate where the 1998 Act makes exemptions which allow it provided that the applicable requirements of the 1998 Act are met, or where permitted by other legislation such as the Counter Terrorism Act 2008. These exemptions include where non-disclosure would be likely to prejudice the prevention and detection of crime, and for national security purposes. Where a system operator declines a request for disclosure from a law enforcement agency there is provision under Section 9 of and Schedule 1 to the Police and Criminal Evidence Act 1984 to seek a production order from a magistrate.

- 4.7.2 There may be other limited occasions when disclosure of images to another third party, such as a person whose property has been damaged, may be appropriate. Such requests for images or information should be approached with care and in accordance with the 1998 Act, as a wide disclosure may be an unfair intrusion into the privacy of the individuals concerned.
- 4.7.3 A system operator should have clear policies and guidelines in place to deal with any requests that are received. In particular:
- Arrangements should be in place to restrict disclosure of images in a way consistent with the purpose for establishing the system.
 - Where images are disclosed consideration should be given to whether images of individuals need to be obscured to prevent unwarranted identification.
 - Those that may handle requests for disclosure should have clear guidance on the circumstances in which disclosure is appropriate.
 - The method of disclosing images should be secure to ensure they are only seen by the intended recipient.
 - Appropriate records should be maintained.
- 4.7.4 Judgements about disclosure should be made by a system operator. They have discretion to refuse any request for information unless there is an overriding legal obligation such as a court order or information access rights. Once they have disclosed an image to another body, such as the police, then the recipient becomes responsible for their copy of that image. If the recipient is a relevant authority, it is then the recipient's responsibility to have regard to this code of practice and to comply with any other legal obligations such as the 1998 Act and the Human Rights Act 1998 in relation to any further disclosures.
- 4.7.5 Individuals can request images and information about themselves through a subject access request under the 1998 Act. Detailed guidance on this and matters such as when to withhold images of third parties caught in images is included in the ICO CCTV code of practice.
- 4.7.6 Requests for information from public bodies may be made under the Freedom of Information Act 2000. Detailed guidance on these obligations is included in the ICO CCTV code of practice.

Principle 8 - Surveillance camera system operators should consider any approved operational, technical and competency standards relevant to a system and its purpose and work to meet and maintain those standards.

- 4.8.1 Approved standards may apply to the system functionality, the installation and the operation and maintenance of a surveillance camera system. These are usually focused on typical CCTV installations, however there may be additional standards applicable where the system has specific advanced capability such as ANPR, video analytics or facial recognition systems, or where there is a specific deployment scenario, for example the use of body-worn video recorders.

- 4.8.2 Approved standards are available to inform good practice for the operation of surveillance camera systems, including those developed domestically by the British Standards Institute, at a European level by the Comité Européen de Normalisation Électrotechnique⁵, or at a global level by the International Electrotechnical Commission. A system operator should consider any approved standards which appear relevant to the effective application of technology to meet the purpose of their system, and taking steps to secure certification against those standards.
- 4.8.3 Such certification is likely to involve assessment by an independent certification body. This has benefits for a system operator in that the effectiveness of a system is likely to be assured and in demonstrating to the public that suitable standards are in place and being followed.
- 4.8.4 A current list of recommended standards for consideration by a system operator will be maintained and made available by the Surveillance Camera Commissioner. Such a list will provide detailed guidance on suitable standards and the bodies that are able to accredit performance against such standards.

Principle 9 Surveillance camera system images and information should be subject to appropriate security measures to safeguard against unauthorised access and use.

- 4.9.1 Putting effective security safeguards in place helps ensure the integrity of images and information should they be necessary for use as evidence in legal proceedings. This also helps to foster public confidence in system operators and how they approach the handling of images and information.
- 4.9.2 Under the 1998 Act, those operating surveillance camera systems or who use or process images and information obtained by such systems must have a clearly defined policy to control how images and information are stored and who has access to them. The use or processing of images and information should be consistent with the purpose for deployment, and images should only be used for the stated purpose for which collected.
- 4.9.3 Security extends to technical, organisational and physical security and there need to be measures in place to ensure that this is the case and guard against unauthorised use, access or disclosure. The ICO CCTV code of practice gives helpful guidance on achieving this in practice.

Principle 10 - There should be effective review and audit mechanisms to ensure legal requirements, policies and standards are complied with in practice, and regular reports should be published.

- 4.10.1 Good practice dictates that a system operator should review the continued use of a surveillance camera system on a regular basis, at least annually, to ensure it remains necessary, proportionate and effective in meeting its stated purpose for deployment.
- 4.10.2 As part of the regular review of the proportionality and effectiveness of a surveillance camera system a system operator should assess whether the location of cameras remains justified in meeting the stated purpose and whether there is a case for removal or relocation.

⁵ CENELEC is also known as the European Committee for Electrotechnical Standardization

- 4.10.3 In reviewing the continued use of a surveillance camera system a system operator should consider undertaking an evaluation to enable comparison with alternative interventions with less risk of invading individual privacy, and different models of operation (to establish for example any requirement for 24 hour monitoring). In doing so, there should be consideration of an assessment of the future resource requirements for meeting running costs, including staffing, maintenance and repair.
- 4.10.4 A system operator should make a summary of such a review available publicly as part of the transparency and accountability for the use and consequences of its operation.

Principle 11 - When the use of a surveillance camera system is in pursuit of a legitimate aim, and there is a pressing need for its use, it should then be used in the most effective way to support public safety and law enforcement with the aim of processing images and information of evidential value.

- 4.11.1 The effectiveness of a surveillance camera system will be dependent upon its capability to capture, process, analyse and store images and information at a quality which is suitable for its intended purpose. Wherever the purpose of a system includes crime prevention, detection and investigation, it should be capable through processes, procedures and training of system users, of delivering images and information that is of evidential value to the criminal justice system. Otherwise, the end user of the images, who are likely to be the police and the criminal justice system, will not be able to play their part effectively in meeting the intended purpose of the system.
- 4.11.2 It is important that there are effective safeguards in place to ensure the forensic integrity of recorded images and information and its usefulness for the purpose for which it is intended to be used. Recorded material should be stored in a way that maintains the integrity of the image and information, with particular importance attached to ensuring that meta data (e.g. time, date and location) is recorded reliably, and compression of data does not reduce its quality. This is to ensure that the rights of individuals recorded by a surveillance camera system are protected and that the material can be used as evidence in court. To do this the medium on which the images and information are stored will be important, and access must be restricted. A record should be kept as an audit trail of how images and information are handled if they are likely to be used as exhibits for the purpose of criminal proceedings in court. Once there is no longer a clearly justifiable reason to retain the recorded images and information, they should be deleted.
- 4.11.3 It is important that digital images and other related information can similarly be shared with ease with appropriate law enforcement agencies if this is envisaged when establishing a system. If this interoperability cannot be readily achieved it may undermine the purpose for deploying the system.
- 4.11.4 It is therefore essential that any digital images and information likely to be shared with law enforcement agencies and the criminal justice system are in a data format that is interoperable and can be readily exported, and then stored and analysed without any loss of forensic integrity. In particular:

- A system user should be able to export images and information from a surveillance camera system when requested by a law enforcement agency.
- The export of images and information should be possible without interrupting the operation of the system.
- The exported images and information should be in a format which is interoperable and can be readily accessed and replayed by a law enforcement agency.
- The exported images and information must preserve the quality of the original recording and any associated meta data (e.g. time, date and location).

Principle 12 - Any information used to support a surveillance camera system which compares against a reference database for matching purposes should be accurate and kept up to date.

- 4.12.1 Any use of technologies such as ANPR or facial recognition systems which may rely on the accuracy of information generated elsewhere such as databases provided by others should not be introduced without regular assessment to ensure the underlying data is fit for purpose.
- 4.12.2 A system operator should have a clear policy to determine the inclusion of a vehicle registration number or a known individual's details on the reference database associated with such technology. A system operator should ensure that reference data is not retained for longer than necessary to fulfil the purpose for which it was originally added to a database.
- 4.12.3 There may be occasions when the inclusion of information about an individual in a reference database with the intention of undertaking surveillance can be considered as covert surveillance and thus fall with the bounds of the 2000 Act. Further guidance on the application of the 2000 Act is available in the Home Office statutory covert surveillance and property interference code of practice and from the Office of the Surveillance Commissioners.

Chapter 5: Surveillance Camera Commissioner

- 5.1 The Surveillance Camera Commissioner, (the commissioner), is a statutory appointment made by the Home Secretary under Section 34 of the 2012 Act. The commissioner's statutory functions are:
- a) encouraging compliance with this code;
 - b) reviewing the operation of this code; and
 - c) providing advice about this code (including changes to it or breaches of it).
- 5.2 In order to fulfil these functions effectively, the commissioner must work closely with other regulators including the Information Commissioner and the Chief Surveillance Commissioner. It is for the commissioner and other regulators to determine how best to maintain and formalise these relationships, to agree gateways through which issues flow between the public and the commissioners and how best to publicise and report on arrangements to support these relationships which will be critical in ensuring the success of the code in meeting its purpose.

Ways of working

- 5.3 The commissioner has no enforcement or inspection powers. In encouraging compliance with the code he should consider how best to ensure that relevant authorities are aware of their duty to have regard for the code and how best to encourage its voluntary adoption by other operators of surveillance camera systems.
- 5.4 The commissioner is expected to provide advice about the relevant operational, technical, quality management and occupational competency standards which are available for a system operator. A system operator can then consider these standards in determining how best to meet the purpose of their surveillance camera system whilst meeting legal obligations, making effective use of it, and safeguarding privacy considerations. Such advice can be updated to reflect developments in both the available technology and professional practice.
- 5.5 In reviewing the operation of the code, the commissioner should consider the impact of this system of regulation against published success criteria and the opportunities to improve compliance in line with better regulation principles.
- 5.6 The commissioner should provide advice and information to the public and system operators about the effective, appropriate, proportionate and transparent use of surveillance camera systems and should consider how best to make that information available. Such advice should complement the content of this code, and may for example provide additional detail on good practice, advice on the effectiveness of surveillance cameras and how this might be assessed, or on the proportionate application of any new technological developments in surveillance camera systems. Such advice could, for example, include the preparation of a manual of regulation that sets out how the commissioner will fulfil his functions.

- 5.7 The commissioner may establish a non statutory advisory council with specialist sub-groups to support him in fulfilling his functions. Any advisory council or specialist sub-group must have representation from such persons appearing to the commissioner to be representative of the views of relevant authorities and from the Home Office.
- 5.8 The commissioner must prepare a report about the exercise of his functions during the reporting period, and:
- a) give a copy of the report to the Secretary of State;
 - b) the Secretary of State must lay a copy of the report before Parliament; and
 - c) the commissioner must publish the report.
- 5.9 The reporting periods are set out in Section 35 of the 2012 Act.



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SERVICE LEVEL AGREEMENT dated 8th day of January 2015

between:

- (1) **FYLDE BOROUGH COUNCIL** of Town Hall, Lytham St Annes, Lancashire FY8 1LW ("FBC"); and
- (2) **WYRE BOROUGH COUNCIL** of Civic Centre, Breck Road, Poulton le Fylde, Lancashire FY6 7PU ("WBC")

Conditions of Agreement

1. Aims

For WBC to provide a comprehensive CCTV Town centre monitoring service to FBC at an agreed cost as set out in clause 6 'Charges for Services' and level of service as set out in the Specification of Work at clause 7 'Specification of Works' ("the Services").

2. Objectives

This Agreement is designed to meet the objectives of both FBC and WBC in the delivery of the Services, the key requirements being:

- Efficient and effective services;
- Effective Quality Control mechanisms;
- Ensuring a high level of customer care.

FBC wishes to engage WBC in the provision of the Services in accordance with the terms of this Agreement and WBC shall provide the Services to FBC on the conditions set out in this Agreement.

3. Duration of agreement

Provision of the Services shall commence on 8 January 2015 and end on 7 January 2020 subject to any national/regional review of CCTV provision and to any determination provisions hereinafter contained. The Services shall be reviewed annually to check that both parties are satisfied with the arrangements. Each organisation will have the opportunity to amend the agreement in the manner provided for in clause 4.

4. Variations

4.1 Either FBC or WBC may propose a variation to this Agreement, in writing to the other, and the other shall confirm in writing to the party who proposed the variation, whether it agrees or does not agree to the variation as soon as practicable and in any event within 30 calendar days and whose agreement shall not be unreasonably withheld.

4.2 Immediately upon agreement by the other in accordance with clause 4.1 above, the FBC and WBC's nominated signatories shall sign a variation whereupon the parties shall be bound by those terms.

5. Legal Status

WBC & FBC will work together to deliver this project however neither party shall act as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party or shall be deemed to constitute a partnership under the Partnership Act 1890

or the Limited Partnerships Act 1907, joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the FBC and WBC.

This Agreement shall be governed and construed in accordance with English law and, subject to the dispute resolution procedure set out in clause 10, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

6. Charges for Services

6.1 FBC financial support for the provision of the Services has been agreed at an annual sum of £15000 ("the Annual Payment"), to increase with inflation on an annual basis throughout the duration of this Agreement by multiplying the Annual Payment by the All Items index value of the Retail Prices Index for September in each year of this Agreement.

6.2 The Service shall be delivered on a not-for profit basis and without the involvement of a private sector provider

6.3 The Annual Payment is based on estimated activity costings and is subject to joint review between the parties annually to reflect the cost of the Service, PROVIDED that if upon review the cost is in excess of the Annual Payment (and any inflation) FBC and WBC shall be at liberty to terminate this Agreement by giving the other one month's written notice.

6.4 Within 14 days of receipt of a valid invoice FBC shall:
pay the Annual Payment on the Commencement Date and each anniversary thereof; and pay any increase in the Annual Payment calculated in accordance with any review of it referred to in clause 6.3 of this Agreement.

7. Specification of Works ("the Services")

7.1 Wyre & Fylde CCTV Control Centre.

- WBC will provide and manage a volunteer based CCTV control centre for the town centres of Wyre and Fylde.
- WBC will organise viewings, downloads and will maintain appropriate records for the control centre in accordance with the Code of Practice for CCTV operation annexed hereto ('the Code')
- WBC will manage the volunteer base.
- WBC will ensure that the control centre is operated in accordance with the Code of Practice for CCTV operation.
- WBC will maintain the control room equipment.
- WBC will provide downloads of CCTV images to FBC in relation to Freedom of Information, RIPA Authorisations and third party requests from the public and commercial premises relating to requests relating to Fylde in accordance with the Code and the terms of this Agreement.
- WBC will discharge its obligations under this Agreement with all due skill care and diligence including but not limited to good industry practice.

7.2 FBC Responsibility

- FBC will be responsible for the inspection and maintenance in good working order, of all its cameras and connections to the Wyre Control Centre, in the Fylde area.
- FBC will be responsible for assessing all Fylde camera locations in the Fylde area in accordance with the Code.
- FBC will be responsible for the provision & maintenance of signage at camera locations within Fylde.
- FBC will produce and comply with a Code of Practice for the use of Fylde CCTV cameras and will carry out a FBC annual report in partnership with WBC.
- FBC will use reasonable endeavours to encourage community involvement in CCTV awareness in a manner to be agreed with WBC whose consent shall not be unreasonably withheld.
- Freedom of Information requests, RIPA Authorisations and third party enquiries for locations in Fylde will be dealt with by FBC.
- FBC will be responsible for the security of the data passed to them and the secure disposal of this data.
- FBC will provide a named officer to work in partnership in the operation of the CCTV partnership project.

8. Confidentiality

Neither party shall disclose to any other party any information in connection with the provision of the Services or any information contained in this Agreement other than in compliance with the provisions of the Data Protection Act 1998, and the Freedom of Information Act 2000, as amended from time to time.

9. Bribery

9.1 WBC and FBC shall:

- (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- (b) Have and maintain throughout the term of this Agreement its own policies and procedures, including but not limited to the Bribery Act 2010 to ensure compliance with the Bribery Act 2010 and will enforce them where appropriate;
- (c) Report to each other any request or demand for any undue financial or other advantage in connection with the provision of the Services;

9.2 Breach of this clause shall be deemed to be a material breach which shall entitle FBC or WBC to terminate this Agreement without further notice.

9. Qualifications

WBC will ensure that all volunteers and staff carrying out the Services for FBC shall be qualified in accordance with the Code, and experienced to do so.

10. Dispute Resolution

In the case of any dispute arising from this Agreement, the parties shall:

10.1 in the first instance attempt to reach a resolution to the problem informally; if after 21 days a satisfactory resolution has not been reached, then:

10.2 the problem shall be referred by either party to a Senior Officer, who shall attempt to reach a resolution with an officer of equal seniority; if after 10 days a satisfactory resolution has not been reached, then:

10.3 The matter shall then be immediately referred to the Chief Executive of each party for final determination.

11. Statutory requirements

Both parties shall comply with all statutory requirements relating to the provision of the Services, in particularly the Health and Safety at Work etc. Act 1974.

12. Assignment and subcontracting

WBC shall not transfer or assign this Agreement and shall not subcontract the provision of the Services.

13. Termination

13.1 FBC may terminate the Agreement or terminate the provision of any part of the Agreement by written notice to WBC with immediate effect if WBC is in material breach of this Agreement and if:

- (a) WBC has not remedied the breach to the satisfaction of the Authority and the dispute procedure in clause 10 has been exhausted and not provided a satisfactory resolution, or
- (b) The breach is not in the reasonable opinion of FBC capable of remedy

13.2 WBC may terminate the Agreement if FBC is in material breach of its obligations under the Agreement

13.3 Either party may terminate this Agreement by giving 6 months' notice to each other within 6 months of a Government decision being made, if its effect is or would be to discontinue either party's existence as presently constituted or effect a structural change to its area or functions.

13.4 FBC & Wyre may terminate this Agreement for any reason by giving 6 months' written notice to the other party..

13.5 In this clause, Government decision means an Act of Parliament, Statutory Instrument, Ministerial Order or any other such document capable of legally affecting any of the matters set out in Clause 13.3 above

13.6 Either party may terminate this Agreement in the event of a significant and major change in the law resulting in significant effects to the carrying out of the Services including national or regional re-organisation of CCTV provision.

13.7 Consequences of Termination

13.7.1 Termination or expiry of the Agreement shall be without prejudice to any rights and remedies of the FBC and WBC accrued before such termination or expiration and nothing in the Agreement shall prejudice the right of either party to recover any amount outstanding at such termination or expiry.

14. Data Protection and Freedom of Information

14.1 Each party shall comply with the requirements of the Data Protection Act 1998 which arise in connection with this Agreement.

14.2 Each party in relation to personal data supplied by it to the other will be the Data Controller and the other will be the Data Processor within the meaning of the Data Protection Act 1998. A party will not process personal data except as necessary for performance of the Services, nor transfer it to any country or territory outside the European Economic Area.

14.3 Each party acknowledges that the other is subject to the requirements of the Freedom of Information Act 2000 ("the FOIA") and the Environmental Information Regulations 2004 ("the EIR") and shall assist and co-operate with each other to enable them to comply with their disclosure requirements. From time to time either party may receive requests for information relating to this

Agreement and the Services. In such an event, the other party will do all things reasonably necessary to assist the party, who received the request, in meeting the requirements of the FOIA and the EIR within the timescales set out in them.

14.4 Either party shall be responsible for determining at its absolute discretion whether any information:

14.4.1 is exempt from disclosure in accordance with the provisions of FOIA or the EIR;

14.4.2 is to be disclosed in response to a request for information.

14.5 In no event shall one party respond directly to a request for information on behalf of the other party unless expressly authorised to do so by the other Party.

14.6 Both parties acknowledge that the other party may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice ("the Code") on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of FOIA, November 2004), be obliged under FOIA or the EIR to disclose Information:

14.6.1 without consulting with the other party, or

14.6.2 following consultation with the other party and having taken its views into account.

provided always that where clause 14.6.2 applies the one party shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the other party advanced notice, or failing that, to draw the disclosure to the other party's attention after any such disclosure.

14.8 Both parties shall ensure that all information produced in the course of the agreement or relating to the agreement is retained for disclosure and shall permit the relevant party to inspect such records as requested from time to time.

14.9 The parties acknowledges that any lists or schedules provided by them outlining any confidential information are of indicative value only and either party may nevertheless be obliged to disclose confidential information in accordance with clause 14.

15 Notices

15.1 All notices to be given under this Agreement shall be in writing and shall either be delivered personally or sent by first class post and shall be deemed duly served:

15.1.1 in the case of a notice delivered personally, at the time of delivery;

15.1.2 in the case of a notice sent inland by first class prepaid post, 2 clear business days after the date of dispatch.

Each notice shall be addressed to the address of the party concerned set out in this Agreement or to such other address as that party shall have previously notified to the sender.

16. Rights of Third Parties

16.1 A person, who is not a Party to this Agreement, has no right to enforce any term of this Agreement.

17. Severability

17.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid provision eliminated.

18. Indemnity and Insurance

18.1 WBC shall indemnify and keep indemnified FBC fully against all claims proceedings actions damages legal costs expenses and any other liabilities whatsoever arising out of in respect of or in connection with the Agreement including in respect of any death or personal injury loss of or damage to property financial loss arising from any advice given or omitted to be given by WBC or any other loss which is caused directly or indirectly by any act or omission of WBC. This clause shall not apply to the extent that WBC is able to demonstrate that such death or personal injury or loss or damage was

not caused or contributed to by its negligence or default or the negligence or default of its staff or sub-contractors or by any circumstances within its or their control

18.2 WBC shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by WBC arising out of the WBC's performance of the Agreement including death or personal injury loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by WBC

18.3 WBC shall hold employer's liability insurance in respect of staff in accordance with any legal requirements for the time being in force

18.4 WBC shall produce to FBC on request copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place together with receipts or other evidence of payment of the latest premiums due under those policies

Signed on behalf of Wyre Borough Council

Gian, Payne Designation Chief Executive

Date 8th January 2015

Signed on behalf of Fylde Borough Council

T. M. W. Designation Director

Date 8th January 2015

14

DATED

2016

FYLDE BOROUGH COUNCIL

and

BLACKPOOL BOROUGH COUNCIL

Agreement

Relating to the provision of an annual maintenance service of Closed Circuit Television Cameras (CCTV)

THIS AGREEMENT is made the

day of

2016

BETWEEN

(1) **FYLDE BOROUGH COUNCIL** of Town Hall, Lytham St Annes, Lancashire, FY8 1LW

("The Authority") and

(2) **BLACKPOOL BOROUGH COUNCIL** of PO Box 50, Blackpool, Lancashire, FY1 1NF

("The Contractor")

RECITALS:

The Authority and the Contractor have agreed that the Contractor shall provide the Services in the manner and upon the terms hereinafter set out

OPERATIVE PROVISIONS

Part 1 – Preliminary

1. Definitions and Interpretations

1.1 In the Agreement unless the context otherwise requires the following terms shall have the meanings given to them below:

"Agreement" means this agreement between the Authority and the Contractor consisting of these clauses and any the Pricing and Specification Schedule

"Additional Charges" means the additional charges exclusive of any application Tax payable to the Contractor by the Authority as set out in the Pricing and Specification Schedule

"Approval" and **"Approved"** means the written consent of the Contract Manager

"Authority Premises" means the premises identified in the Pricing and Specification Schedule, which are to be made available for us by the Authority for the provision of the Services on the terms set out in this Agreement

"Change in law" means a change in law which comes into effect after the Commencement Date where the change is of a legislative nature (including taxation or duties of any sort affecting the Contractor) or which would affect or relate to a comparable supply of services of the same or a similar nature to the supply of the Services

“Commencement Date” means 1 April 2016

“Contract Manager” means the person for the time being appointed by the Authority as being authorised to administer the Agreement on behalf of the Authority or such person as may be nominated by the Contract Manager to act on its behalf

“Contractor’s Representative” means the individual authorised to act on behalf of the Contractor for the purposes of the Agreement

“Default” means any breach of the obligations of either Party (including but not limited to fundamental breach or breach of a fundamental term) or any default act omission negligence or statement of either Party its employees agents or sub-contractors in connection with or in relation to the subject matter of the Agreement and in respect of which such party is liable to the other

“Environmental information Regulations” means the Environmental Information Regulations 2004

“Extension” means the extension of the duration of the Agreement agreed in accordance with clause 26

“Emergency” means a situation that in the reasonable opinion of the Contract Manager has created or poses an immediate threat to human life

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner relation to such legislation

“Information” has the meaning given under section 84 of the Freedom of Information Act 2000

“Initial Term” means the period of 12 months from the commencement date to 31 March 2017 or such earlier date of termination or partial termination of the agreement in accordance with clause 2.1

“Intellectual Property Rights” means patents inventions trademarks service marks logos design rights (whether registrable or otherwise) application for any of the foregoing copyright database rights domain names trade or business names moral rights and other similar rights or obligations whether registrable or not in any Country (including but not limited to the United Kingdom) and the right to sue for passing off

“Law” means any applicable Act of Parliament sub-ordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978 exercise of the Royal Prerogative enforceable community right within the meaning of Section 2 of the European Communities Act 1972 bye-law regulatory policy guidance or industry code judgement of a relevant court of law or directives or requirements of any Regulatory Body of which the Contractor is bound to comply

"Notice" means any notice used in connection with the Agreement but not connected with the day-to-day delivery of the Services

"Party" means a party to the Agreement and "Parties shall be construed accordingly"

"Price" means the price exclusive of any applicable Tax payable to the Contractor by the Authority under the Agreement as set out in the Pricing and Specification Schedule for the full and proper performance by the Contractor of its obligations under the Agreement

"Price Index" means the National Joint Committee for Local Government Services Rates contained in the Green Book published by the National Joint Council for Local Government Services

"Pricing and Specification" the Schedule attached to this Agreement stating the Services and Price

"Responsible Time" means 0900 to 1700 hours each working day depending on actual maintenance options agreed

"Services" means the services to be provided as specified in the Pricing and Specification Schedule

"Staff" means all persons employed by the Contractor to perform the Agreement together with the Contractor's servant's agents and sub-contractors used in the performance of the Agreement

"Tax" means value added tax

"Term" means the period of duration of the Agreement in accordance with clause 2.1

"Variation" has the meaning given to it in 24.1

"Working Day" means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London

1.2 In the Agreement except where the Context otherwise requires:

- (a) The terms and expressions set out in clause 1.1 shall have the meanings described there in
- (b) Words importing the singular meaning include where the context so admits the plural meaning and vice versa
- (c) Words importing the masculine include feminine and the neuter
- (d) Reference to a clause is a reference to the whole of that clause unless stated otherwise

- (e) References to any statute enactment order regulation or other similar instrument shall be construed as reference to the statute enactment order regulation or instrument as amended by any subsequent enactment modification order regulation or instrument as subsequently amended or re-enacted
- (f) References to any personal shall include natural persons and partnership firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assignees or transferees
- (g) The words “include” “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”
- (h) Headings are included in the Agreement for ease of reference only and shall not affect the interpretation or construction of the Agreement
- (i) Where any Party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations of those persons unless otherwise provided

2 Term

- 2.1 The Agreement shall take effect on the Commencement Date for a period of twelve months unless it is extended in accordance with Clause 26 or terminated in accordance with the Agreement or otherwise lawfully terminated

3 Contractor's Status (Principal)

- 3.1 In carrying out the Services the Contractor shall be acting as principal and not as the agent of the Authority

4 Authority's Obligations

- 4.1 Save as otherwise expressly provided the obligations of the parties under the Agreement are obligations in their capabilities as contracting parties and nothing in the Agreement shall operate as an obligation upon or in any other way fetter or constrain the Authority in any other capacity

5 Entire Agreement

- 5.1 The Agreement constitutes the entire agreement between the Parties relating to the subject matter of the Agreement and supersedes all prior negotiations representations and undertakings whether written or oral except that this clause shall not exclude liability in respect of any fraudulent misrepresentation

6 Scope of Agreement

- 6.1 Nothing in the Agreement shall be construed as creating a partnership or a contract of employment between the Authority and the Contractor

7 Notices

- 7.1 Except as otherwise expressly provided within the Agreement no Notice or other communication from one Party to the other shall have any validity under the Agreement unless made in writing by or on behalf of the Party concerned
- 7.2 Any notice which is to be given either Party to the other shall be given by letter (sent by hand post registered post or by the recorded delivery service). Such letters shall be addressed to the other Party at the addresses referred to in the clause 7.4
- 7.3 Provided that the Notice is not returned as undelivered it shall be deemed to have been given 2 working days after the day on which it was posted or sooner where the other Party acknowledges receipt of such Notice
- 7.4 For the purposes of clause 7.2 the address of each Party shall be:
- | | | | |
|-----|-----------------------|-----|---------------------------|
| (a) | For the Authority; | (b) | For the Contractor; |
| | Fylde Borough Council | | Blackpool Borough Council |
| | Town Hall | | PO Box 11 |
| | Lytham St Annes | | Town Hall |
| | Lancashire | | Blackpool |
| | FY8 1LW | | FY1 1NB |
- 7.5 Either Party may change its address for service by serving a Notice in accordance with Clause 7.2
- 7.6 For day to day communication between the parties the methods of communication will be by email, letter, facsimile or telephone
- 7.7 For the purposes of clause 7.6 the address of each Party shall be:

(a) For the Authority:

Fylde Borough Council, Town Hall, Lytham St Annes, Lancashire, FY8 1LW

(b) For the Contractor:

Blackpool Borough Council, PO Box 50, Blackpool, FY1 1NF

7.8 Either Party may change its address for day-to-day communication by sending notice in writing to the other Party at the address listed at Clause 7.7

Part 2 – The Provision of the Services

8 The Services

8.1 The Contractor shall provide the Services of the Authority during the Term and at a Responsible Time (except when otherwise agreed) in accordance with the Authority's requirements as set out in the Pricing and Specification Schedule and the terms of the Agreement

8.2 The Contractor shall at all times deliver the Services in accordance with the Law

8.3 The Contractor shall keep adequate records of the Services carried out and provide copies thereof to the Authority upon receiving reasonable notice

9 Standard of Work

9.1 The Contractor shall carry out the Services with reasonable care and skill and in accordance with industry practice

10 Licence to enter Authority's Premises

10.1 The Authority will allow the Contractor (or its employees or agents) to enter on the Authority's Premises for the purpose of performing its obligations under the Agreement

Part 3 – Payment Price and Additional Charges

11 Price

11.1 In consideration of the performance of the Contractor's obligations under the Agreement by the Contractor the Authority shall pay the Price and the Additional Charges in accordance with clause 12

- 11.2 The Authority shall pay the Contractor on the production of a valid Tax invoice in addition to the Price and the Additional Charges a sum equal to the Tax chargeable on the value of the Services provided in accordance with Agreement
- 11.3 The Price and the Additional Charges shall remain fixed until the 31 march 2017. In the event that the Initial Term shall be extended the price and the Additional Charges shall be reviewed on 1 April 2017 and thereafter on 1 April in each year during the continuance of this Agreement based on the Retail Price Index or 4.5% whichever is the lower
- 11.4 The Contractor will not incur any of the Additional Charges without obtaining the prior Approval of the Authority

12 Payment and Tax

- 12.1 The Authority shall pay the sums due to the Contractor by Bankers Automated Clearing System ("BACS") with 20 working days on receipt of invoices which will be submitted biannually or annually in advance by the Contractor
- 12.2 In the event of the Price Index for any particular year not being available at the commencement of that year the Price and the Additional Charge (if any) shall continue to be paid at the rates payable for the year immediately preceding the year in question and any shortfall between the amount paid and the amount due shall be included in the invoice next rendered to the Authority following the Price Index becoming available

13 Price on Extension

- 13.1 The Price and the Additional Charges payable during the Extension shall be determined in accordance with the provisions of clause 11.3 as if the Extension was part of the Initial Term

14 Change of Law

- 14.1 The Contractor shall be relieved of its obligations to perform the Services in accordance with the terms of the Agreement in the event of a significant and major change in the Law resulting in significant effects to the carrying out of the Services or be entitled to an increase in the Price of the Additional Charges and/or any charges payable by the Contractor as a result of a change in law
- 14.2 Any increase in the Price or the Additional Charges or relief from the Contractors obligations pursuant to the clause 14 shall be implemented in accordance with Clause 24
- 14.3 Any increase in the Price or the Additional Charges or relief from the Contractor's obligations pursuant to this clause 14 shall be implemented in accordance with clause 24

Part 4 – Statutory Obligations Codes of Practice and Regulations

15 Prevention of Corruption

15.1 The Contractor shall not;

- ® offer to give to any person in the service of the Authority any gift or consideration of any kind as an inducement or reward in relation to the obtaining or execution of this Agreement or any other contract with the Authority or for showing favour or disfavour to any person in relation to this relation to this Agreement or any other contract with the Authority
- ® enter into this Agreement or any other contract with the Authority if, in connection with this Agreement or any such other contract, commission has been paid or an agreement for the payment of commission has been made by him or on his behalf or to his knowledge; or
- ® commit any offence under the Bribery Act 2010, or give any fee or reward the receipt of which is an offence under the Local Government Act 1972 or any amendment or re-enactment of such Acts

15.2 Where the Contractor or their employee's servant's sub-contractors suppliers or agents or anyone acting on their behalf engages in conduct prohibited by clause 15.1 in relation to this or any other contract with the Authority the Authority has the right to terminate the Agreement

16 Discrimination

16.1 The Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race colour ethnic or national origin disability sex or sexual orientation religion or belief or age and without prejudice to the generality of the foregoing the Contractor shall not unlawfully discriminate within the meaning and scope of the Sex Discrimination Act 1995 the Employment Equality (Sexual Orientation) Regulations 2003 the Employment Equality (Religion or Belief) Regulations 2003 the Human Rights Act 1998 the Equality Act or other relevant legislation or any statutory modification of re-enactment thereof

17 The Contracts (Rights of Third Parties) Act 1999

17.1 No person who is not a Party the Agreement (including without limitation any employee officer agent representative or sub-contractor of either the Authority or the Contractor) shall have any right to enforce any term of the Agreement which expressly or by implication confers a benefit on him without the prior agreement in writing of both Parties which agreement should specifically refer to this clause 17. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act

18 Health and Safety

- 18.1 The Contractor shall comply with the requirements of the Health and Safety at Work etc., Act 1974 and any other acts orders regulations and codes of practice relating to health and safety which may apply to Staff and other persons working on the Premises in the performance of the Agreement

Part 5 – Protection of Information

19 Data Protection Act

- 19.1 Each Party shall comply with any notification requirements under the Data Protection Act 1998 ("DPA") and both Parties will duly observe all their obligations under the DPA which arise in connection with the Agreement
- 19.2 The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination

20 Freedom of Information

- 20.1 Each Party acknowledges that the other is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with each other to enable compliance with the Information disclosure requirements

21 Intellectual Property Rights

- 21.1 All Intellectual Property Rights in any specifications instructions plans data databases or other material:
- (A) furnished to or made available to the Contractor by the Authority shall remain the property of the Contractor
 - (B) Prepared by or for the Contractor for use or intended use in relation to the performance of the Agreement shall belong to the Contractor
- 21.2 Nothing in this agreement shall prevent the Contractor from using any techniques ideas or know how gained during the performance of the Agreement in the course of its normal business to the extent that it does not result in an infringement of Intellectual Property Rights

Part 6 – Control of the Contract

22 Assignment and Sub-Contracting

- 22.1 Neither Party shall assign sub-contract or in any other way dispose of any or all of its rights and obligations under this Agreement or any part of it without the prior written consent of the other Party. Sub-contracting any part of the Agreement shall not relieve the Contractor of any obligation or duty attributable to the Contractor under the Agreement

23 Waiver

- 23.1 The failure of either Party to insist upon strict performance of any provision of the Agreement or the failure of either Party to exercise any right or remedy shall not constitute a waiver of that right or remedy shall not cause a diminution of the obligations established by the Agreement

24 Variation of the Services

- 24.1 The Authority reserves the right on giving reasonable written notice from time to time to require changes to the Services (whether by way of the removal of Services the addition of new Services or increasing or decreasing the Services or specifying the order in which the Services are to be performed or the locations where the Services are to be provided) for any reasons whatsoever (hereinafter referred to as “a Variation”)
- 24.2 Any variation shall be communicated in writing by the Contract Manager to the Contractor’s Representative in accordance with the notice provisions of clause 7 and all Variations shall take the form of an addendum to the Agreement signed on behalf of all parties
- 24.3 In the event of a Variation the Price may also be varied and such Variation in the Price shall be calculated by the Contractor and agreed in writing with the Authority and shall be such amount as properly and fairly reflects the nature and extent of the Variation in all the circumstances and failing agreement the matter shall be determined by negotiation in accordance with the provisions of clause 36

25 Severability

- 25.1 If any provision of the Agreement is held invalid illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions of the Agreement shall continue in full force and effect as if the Agreement had been executed with the invalid illegal or unenforceable provision eliminated

26 Possible Extension of Term

- 26.1 The Authority may extend this Agreement beyond the Initial Term by a further period or periods of up to five years. If the Authority wishes to extend this Agreement, it shall give the Contractor at least two months written notice of such intention
- 26.2 The Contractor shall confirm to the Authority in writing within three months of receiving such notice given in accordance with clause 26.1 whether it agrees to extend the Agreement and in the absence of receipt of such confirmation from the Contractor the Agreement will expire on 31st March 2017
- 26.3 If the Contractor agrees to extend the Agreement the clauses in the Agreement will apply throughout any such extended period unless otherwise agreed to the contrary

Part 7 – Liabilities

27 Indemnity and Insurance

- 27.1 The Contractor shall indemnify and keep indemnified the Authority against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence) default or breach of this agreement, to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself or of its employees or of any of its representatives or sub-contractors save to the extent that the same is directly caused by or directly arises from the negligence, breach of this agreement or applicable law by the Authority or its representatives
- 27.2 The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor arising out of the Contractor's performance of the Agreement including death or personal injury loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor
- 27.3 The Contractor shall produce to the Contract Manager on request, as soon as is reasonably possible, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place together with receipts or other evidence of payment of the latest premiums due under those policies

28 LIMITATIONS OF LIABILITY

- 28.1 Subject to clause 28.3, neither party shall be liable to the other party (as far as permitted by law) for indirect special or consequential loss or damage in connection with the agreement which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect

- 28.2 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring to a claim against the other party pursuant to this agreement.
- 28.3 Subject to clause 28.4, the Supplier's total aggregate liability in respect of all other claims, losses or damage, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this agreement, shall in no event exceed the amount paid for the Services in the contract year the claim is brought.
- 28.4 Notwithstanding any other provision of this agreement neither party limits or excludes its liability for:
- (a) fraud or fraudulent misrepresentation;
 - (b) death or personal injury caused by its negligence;
 - (c) breach of any obligation as to title implied by statute; or
 - (d) any other act or omission, liability for which may not be limited under any applicable law.

29 Warranties and Representatives

- 29.1 The Contractor warrants and represents that:
- (a) The Contractor has the full capacity and authority and all necessary consents to enter into this Agreement
 - (b) The Contractor shall discharge its obligations hereunder with all due skill care and diligence including but not limited to good industry practice
 - (c) All obligations of the Contractor pursuant to the Agreement shall be performed and rendered by appropriately experienced qualified and trained Staff with all due skill care and diligence

Part 8 – Default Disruption and Termination

30 Termination on Review

- 30.1 With prejudice to its right under clause 31 the Authority may terminate this Agreement by three months' notice to the Contractor, provided that:
- (a) The Services have not, in the reasonable opinion of the Authority, been performed in a satisfactory manner; or

- (b) The Authority has not been able to obtain or identify funding that would, having regard to its other functions and responsibilities, in the Authority's opinion, enable it to prudently continue to fund the provision of the Services.
- 30.2 Without prejudice to its rights under clause 31 the Contractor may terminate this Agreement by three months' notice to the Authority if, having regard to its other functions and responsibilities, it can no longer continue to provide the Services.
- 30.3 The consequences of a termination under this clause 30 will be the same as if the Agreement had terminated by effluxion of time and (for the avoidance of doubt) shall not invoke the provisions of clause 33.1 and nor shall the terminating Party be liable in any payment of compensation whatsoever arising out of termination under this clause 30.

31 Termination of Default

- 31.1 Either Party may terminate the Agreement or terminate the provision of any part of the Agreement by written notice to the other Party or the other Party's Representative with immediate effect if the other Party commits a Default and if:
 - (a) The other party has not remedied the Default to the satisfaction of the notifying Party within 25 working days or such other reasonable period as may be specified by the notifying Party after issue of a written notice specifying the Default and requesting it to be remedied or
 - (b) The Default is not in the reasonable opinion of the notifying Party capable of remedy or
 - (c) The Default is a material breach of the Agreement
- 31.2 The notifying Party may terminate the Agreement if the other Party is in material breach of its obligations under the Agreement
- 31.3 Either Party may terminate this Agreement by giving 6 months' notice to the other Party with 6 months of a Government decision being made, if its effect is or would be to discontinue the notifying Party's existence as presently constituted or effect a structural change to its area or functions
- 31.4 In this clause, Government decision means an Act of Parliament, Statutory Instrument, Ministerial Order or any other such document capable of legally affecting any of the matters set out in Clause 31.3 above

32 Termination on Notice

- 32.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement at any time by giving 3 months' written notice to the other Party.

33 Consequences of Termination

- 33.1 In the event of termination of this Agreement due to the failure of the Authority to comply with its obligations under the Agreement the Authority shall reimburse the Contractor with the full cost of any statutory redundancy payments to any Staff incurred by the Contractor as a result of the early termination of the Agreement.

34 Recovery upon Termination

- 33.1 Termination or expiry of the Agreement shall be without prejudice to any rights and remedies of the Contractor and the Authority accrued before such termination or expiration and nothing in the Agreement shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry

Part 9 – Dispute and Law

35 Governing Law

- 35.1 The Agreement shall be governed by and interpreted in accordance with English Law and the Parties submit to the exclusive jurisdiction of the courts of England

36 Dispute Resolution

- 36.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within 20 Working Days of either Party notifying the other of the dispute and in the event that no agreement can be reached the negotiation of the settlement of a dispute shall be escalated to the Head of Governance in the case of the Authority or the Chief Corporate Solicitor (in the case of the Contractor) (or such other choice as the Party may nominate). If after 14 days the dispute remains unresolved then it:
- 36.1.1 may, by agreement between the parties be referred for final determination to an expert (“the Expert”) who shall be deemed to act as an expert and not as arbitrator; and
- 36.1.2 In all other aspects it shall be determined pursuant to Clause 35.1
- 36.2 The Expert shall be selected by mutual agreement or, failing agreement, within 14 days after a request by one Party to the other, shall be chosen at the request of either Party by the President for the time being of the Royal Institution of Chartered Surveyors, who shall be requested to choose a suitability qualified and experienced Expert for the dispute in question

- 36.3 Fourteen (14) days after the Expert has accepted the appointment the parties shall submit a written report on the dispute to the Expert and to each other and seven (7) days thereafter shall submit any written replies they wish to make to the Expert and to each other
- 36.4 Both parties will then afford the Expert all necessary assistance which the Expert requires to consider the dispute including but not limited to full access to any documentation or correspondence relating to the Services
- 36.5 The Expert shall be instructed to deliver his determination to the parties within 14 days after the submission of the written reports pursuant to Clause 36.2
- 36.6 Decisions of the Expert shall be final and binding and not subject to appeal
- 35.7 The Expert shall have the same powers to require any Party to produce any documents or information to him and the other Party as an arbitrator and each Party shall in any event supply to him such information which it has and is material to the matter to be resolved and which it could be required to produce on discovery
- 35.8 The fees of the Expert shall be borne by the parties in the proportion as shall be determined by the Expert having regard (amongst other things) to the conduct of the parties

IN WITNESS whereof the Agreement has be executed as a deed on the date and year stated at the beginning of this deed

THE COMMON SEAL OF)
FYLDE BOROUGH COUNCIL)
was hereunto affixed)
in the presence of:)

Head of Governance

THE COMMON SEAL OF)
BLACKPOOL BOROUGH COUNCIL)
was affixed in the)
presence of:)

Chief Corporate Solicitor

PRICING AND SPECIFICATION SCHEDULE**St Annes (8 Camera Locations)**

- Monthly Clean
- Quarterly RCD Test
- Twice Year Preventative Maintenance Visit
- Attendance to any Faults (during working hours)
- Assist with Management of BT Fibre Circuit

Total Cost - £4,185.92

Kirkham (3 Camera Locations)

- Monthly Clean
- Quarterly RCD Test
- Twice Year Preventative Maintenance Visit
- Attendance to any Faults (during working hours)
- Assist with Management of BT Fibre Circuit

Total Cost - £2,407.92

Lytham (4 Camera Locations)

Now incorporating Lytham Station

- Monthly
Clean
- Quarterly RCD
Test
- Twice Year Preventative Maintenance
Visit
- Attendance to any Faults (during working
hours)
- Assist with Management of BT Fibre
Circuit

Total Cost - £3,197.92

The number of Rapid Deployment Cameras deployed in Fylde will fluctuate according to demand and availability

Rapid Deployment Cameras & Locally Recorded Sites

See list for detailed locations

- Monthly Clean
- Monthly Check
- Twice Year Preventative Maintenance Visit
- Attendance to any Faults (during working hours)
- Assist with Downloads as required
- Upgrade of 2nr Locations

Total Cost - £5,459.92

All other work on 'Rapid deployment cameras' or 'Locally Recorded Sites' are charged at our hourly rates

CCTV Vans

- Quarterly Grease of the CCTV Mast
- Check of equipment functionality

Total Cost - £528.32

All other work on 'the CCTV Vans' is charged at our hourly rates

Grand Total £15,780.00

Rural /
Lytham -
Ancroft /
St Annas

Channel

Camera No.

No.	Locations	Post Code	Address	Notes
1	St Albans Rd / Talgar St	FY8 1UJ	130 St Albans Road	SA
2	St Albans Rd / Church Road	FY8 1UY	151 St Albans Road	SA
3	St Albans Rd / Church Road	FY8 1UQ	13 Brighton Ave	SA
4	St Albans Rd / Church Road	FY8 1TH	14 St Albans Road	SA
5	St Albans Rd / Church Road	FY8 3BS	16 Hoyle Ave	SA
6	St Albans Rd / Church Road	FY8 1WA	99 South Promenade	SA
7	St Albans Rd / Church Road	FY8 1ED	203 West Promenade	LA
8	St Albans Rd / Church Road	FY8 4EX	58 Commons side	LA
9	St Albans Rd / Church Road	FY8 7	10 Chapel Walk	LA
10	St Albans Rd / Church Road			
11	St Albans Rd / Church Road			
12	St Albans Rd / Church Road			
13	St Albans Rd / Church Road			
14	St Albans Rd / Church Road			
15	St Albans Rd / Church Road			
16	St Albans Rd / Church Road			
17	St Albans Rd / Church Road			
18	St Albans Rd / Church Road			
19	St Albans Rd / Church Road			
20	St Albans Rd / Church Road			
21	St Albans Rd / Church Road			
22	St Albans Rd / Church Road			
23	St Albans Rd / Church Road			
24	St Albans Rd / Church Road			
25	St Albans Rd / Church Road			
26	St Albans Rd / Church Road			
27	St Albans Rd / Church Road			
28	St Albans Rd / Church Road			
29	St Albans Rd / Church Road			
30	St Albans Rd / Church Road			
31	St Albans Rd / Church Road			
32	St Albans Rd / Church Road			
33	St Albans Rd / Church Road			
34	St Albans Rd / Church Road			
35	St Albans Rd / Church Road			
36	St Albans Rd / Church Road			
37	St Albans Rd / Church Road			
38	St Albans Rd / Church Road			

Key
Faulty - NOT working
Issues
Working
LR-C Units (ex Blackpool/ Building Based
No Camera Fitted to Column
Removed / Not Used Anymore

No.	Locations	Post Code	Address	Camera No.	Channel	Notes
1	Not Used Any More				SA	
2	Not Used Any More				SA	
3	Not Used Any More				SA	
4	Not Used Any More				SA	
5	Not Used Any More				SA	
6	Not Used Any More				SA	
7	St Albans Rd/Trafalgar St	FY8 1UJ	130 St Albans Road		SA	
8	St Albans Rd/Church Road	FY8 1UY	161 St Albans Road		SA	
9	Not Used Any More					
10	Not Used Any More				SA	
11	Hove Park	FY8 1XQ	13 Brighton Ave		SA	Camera Removed
12	Not Used Any More					
13	St Albans/St. Davids Rd South	FY8 1TH	14 St Albans Road		SA	
14	Spring Gardens	FY8 3BS	16 Hoyle Ave		SA	
15	Beach Terrace car park - South Promenade	FY8 1WA	99 South Promenade		SA	
16	Fishland Lake Skatepark	FY8 1EQ	203 Inner Promenade	7	LA	Working
17	Woodlands Rd/Commonside	FY8 4EX	58 Commonside		LA	
18	Not Used Any More				LA	
19	Not Used Any More				LA	
20	Pleasant St car park	FY8 ?	10 Chapel Walk		LA	
21	Not Used Any More					
22	Not Used Any More					
23	Not Used Any More					
24	Not Used Any More					
25	War memorial - Wesham	PR4 3BL	64 Garstang Road, Wesham		R	
26	Not Used Any More					
27	Harbour View/John St - Warton	PR4 1YA	Chapelers Club, Warton	12	R	Working
28	Scout Hut - Warton	PR4 1XE	150 Lytham Road Warton	21	4	R
29	Memorial Park - Freckleton	PR4 1RH	19 Naze Lane Freckleton	20	4	R
30	Scout Lane - Wesham	PR4 3RT	23 School Lane Wesham	13	2	R
31	Opp Grapes pub - Wrea Green	PR4 2NE	Wrea Green Post Office		R	
32	Chain Lane/Kings Close - Staining	FY3 0DB	Co-Op, Chain Lane Staining		R	
33	Lower Lane Kirkham Rd - Freckleton	PR4 1JD	Higgate House, Lower Lane Kirkham		R	
34	Not Used Any More				SA	
35	Highbury Rd/Headroomegate Road	FY8 2RW	Highbury Road		SA	
36	Not Used Any More				SA	
37	Not Used Any More				SA	
38	Rossall Rd/Gordon Rd	FY8 4BY	121 Rossall Road		LA	








Key
Faulty - NOT Working
Issues
Working
Loan Blackpool Units
Building Based
No Camera Fitted to Column
Removed / Not Used Anymore

No.	Locations	Post Code	Address	File # (Name, Area, Amp)	Camera No.	Channel	Notes
1	161 (used any more)			SA			St Anne's CCTV System
2	161 (used any more)			SA			
3	161 (used any more)			SA			
4	161 (used any more)			SA			
5	161 (used any more)			SA			
6	161 (used any more)			SA			
7	St Albans Rd Tredelgar St	FY8 1UZ	133 St Albans Road	SA			
8	St Albans Rd Church Road	FY8 1UY	151 St Albans Road	SA			
9	Church Rd/St. Thomas Rd	FY8 3 TG	135 Church Road	SA			
10	161 (used any more)			SA			
11	161 (used any more)			SA			
12	161 (used any more)			SA			
13	St Albans/St. David's Rd South	FY9 1TH	14 St Albans Road	SA	Charlie		Removed Loan Unit
14	Spring Gardens	FY8 3BS	16 Hoyle Ave	SA			Currently Unused
15	Beach Terrace car park - South Promenade	FY8 1WA	99 South Promenade	SA	Della		Removed loan Unit
16	Fairhaven Lake Skatepark	FY8 1EQ	203 Inner Promenade	LA	7	3	Working
17	Woodlands Rd/Commanade	FY8 4EX	98 Commanade	LA	5	2	Removed faulty camera
18	161 (used any more)			LA			
19	161 (used any more)			LA			
20	Pleasant St car park	FY8 1	10 Chapel Walk	LA			Currently Unused
21	161 (used any more)						
22	161 (used any more)						
23	161 (used any more)						
24	161 (used any more)						
25	War memorial - Washam	PR4 3BL	94 Garslang Road, Washam	R	18	3	Removed faulty camera
26	161 (used any more)			R			
27	Harbour Lido/Cifton St. - Werton	PR4 1YA	Chequer Club, Werton	R			Currently Unused
28	Scot Hill, Werton	PR4 1XE	161 Lytham Road Werton	R	12	1	Working
29	Memorial Park - Fockleham	PR4 1RH	10 New Lane Fockleham	R	21	4	Working
30	School Lane - Newton	PR4 3RT	29 School Lane Newton	R	20	4	Working - Recording Was Stopped On Arrival - Recording Restarted Won't Accept Password To Menu
31	Opp Grapes pub - Wyre Green	PR4 2NE	Wyre Green Post Office	R	13	2	Working
32	Chain Lane/Kings Close - Stanning	FY3 0DB	Co-Op Chain Lane Stanning	R			Currently Unused
33	Lower Lane Kirkham Rd - Fockleham	PR4 1JD	Higgle House, Lower Lane Kirkham	R			Currently Unused
34	161 (used any more)			SA			St Anne's CCTV System
35	Highbury Rd/Headroomgate Road	FY8 2HW	Highbury Road	SA			Currently Unused
36	161 (used any more)			SA			St Anne's CCTV System
37	Russell Rd/Gordon Rd	FY3 4BY	121 Russell Road	LA			Currently Unused

Key
Faulty - NOT Working
Issues
Working
Loan Blackspot Units
Building Based
No Camera Fitted to Column
Removed / Not Used Anymore

No.	Locations	Post Code	Address	Camera No.	Channel	Notes
1	Not used any more			SA		St Armas CCTV System
2	Not used any more			SA		
3	Not used any more			SA		
4	Not used any more			SA		
5	Not used any more			SA		
6	Not used any more			SA		
7	St Albans Rd/Trafalgar St	FY8 1UZ	130 St Albans Road	SA		
8	St Albans Rd/Church Road	FY8 1UY	151 St Albans Road	SA		
9	Church Rd/SI. Thomas Rd	FY8 3 TG	135 Church Road	SA		
10	Not used any more			SA		
11	Not used any more			SA		
12	Not used any more			SA		
13	Not used any more			SA		
14	Spring Gardens	FY8 3BS	16 Hyde Ave	SA		Currently Unused
15	Not used any more			SA		
16	Fairhaven Lake Skatepark	FY8 1EQ	203 Inner Promenade	LA	7 3	Working
17	Not used any more			LA		
18	Not used any more			LA		
19	Not used any more			LA		
20	Pleasant St car park	FY8 7	10 Chapel Walk	LA		Currently Unused
21	Not used any more			LA		
22	Not used any more			LA		
23	Not used any more			LA		
24	Not used any more			LA		
25	War memorial - Westham	PR4 3BL	84 Garstang Road, Westham	R	19 3	Working - Condensation In Dome Cover - Not On Tour On Arrival
26	Not used any more			R		
27	Harbour Line/Clifton St - Weston	PR4 1YA	Chapel's Club, Weston	R		Currently Unused
28	Sand Hut - Weston	PR4 1XE	150 Lytton Road Weston	R	12 1	Working
29	Memorial Park - Freckleton	PR4 1RH	19 Naze Lane Freckleton	R	21 4	Working - Time Adjusted (Was 30 Minutes Fast)
30	School Lane - Newton	PR4 9RT	28 School Lane Newton	R	20 4	Working - Recording Was Stopped On Arrival - Recording Restarted When Accepted Password To Menu
31	Opp Chapel pub - West Green	PR4 2NE	West Green Post Office	R	13 2	Working
32	Chain Lane/Kings Close - Stanning	FY8 0DB	Co-Op, Chain Lane Stanning	R		Currently Unused
33	Lower Lane/Kirkham Rd - Freckleton	PR4 1JD	Hillgate House, Lower Lane Kirkham	R		Currently Unused
34	Not used any more			SA		St Armas CCTV System
35	Highway Rd/Heddercombe Road	FY8 2RW	Highbury Road	SA		Currently Unused
36	Not used any more			SA		St Armas CCTV System
37	Russell Rd/Gordon Rd	FY8 4BY	121 Russell Road	LA		Currently Unused

Jan-16

Key	
	Faulty - NOT Working
	Issues
	Working
	Loan Blackpool Units
	Building Based
	No Camera Fitted to Column
	Removed / Not Used Anymore

Location

Access

Camera
No.

Frequency
Camera

Column
Number

Post Code

Cleaned

Notes

ST ANNES

Hove Road Park		??	1	11			no access to clean or test
Beach Terrace car park - South Promenade		Delta		15		X	Loan Unit from Blackpool CCTV - all working perfectly

LYTHAM/ANSDELL

Park View	Via the Aegon car park on Ballam Road	6	1	38	FY84TQ		ok - no access to clean Camera stuck in black & white - reset presets 1 & 2
Woodlands Road, Ansdeil	Pavement parking outside the bandshell on corner of Commonsale and Woodlands Road	5	2	17	FY84EX	X	Video loss - Camera required reset - Condensation in dome cover
Fairhaven Lake	Parking via King Edward car park	7	3	15	FY81EQ	X	ok

RURAL

Westham War Memorial	Street parking	18	3	25	PR43BL	X	No telemetry - not on tour - condensation and mould in dome cover
Newton, School Lane	Playing fields car park	20	4	30	PR43RT	X	ok
Memorial Park, Freckleton	Naze Lane entrance to park			29	PR41RH		ok but not on tour on arrival
Bridges Playing Field / Warton						X	Loan Unit from Blackpool CCTV - all working perfectly
Wrea Green (opposite the Grapes pub)	Outside SPAR shop	13	2	31	PR42NE	X	Camera failed

Checked By

Julian Clements

Date
Checked

18/01/2016

Fylde Council Dome Hawk CCTV Cameras

Fylde Dome Hawk CCTV usage for incidents and crimes from 01/01/2016

Listed below are the 7 Dome Hawk cameras in the Rural Fylde Ward and the crimes for which PCSO 7413 has been asked to observe CCTV for evidential purposes. Included are the crimes 7413 has been asked to view footage but has been unable to due to camera faults or removed cameras.

RURAL CCTV

1, Wrea Green (Camera No.13) Opposite the Spa and Grapes pub. Resident Funded



Coverage: The Spa Store, the Grapes Pub, The School Crossing, Station Rd

Incident/Crime usage from Jan 2016

WA1602084 on 13/02/2016 for a Burlary

WA1603250 on 06/03/2016 for a Burglary

Community Impact: Local residents and councillors frequently inquire if the CCTV has assisted officers in investigating crime or incidents. The general opinion of the residents is that the CCTV system offers reassurance in terms of security and deterring crime.

Current status: no camera fitted to column

2, Wesham (Camera No.18) Located at mini round about next to war memorial



Coverage: Wesham Co-Op Store, Booze Buster, Garstang Rd Fish and Chip Shop

Incidents/Crime from Jan 2016

WA1600600 on 14/01/16 for shoplifting

WA1601362 on 30/02/26 for criminal damage

WA1604290 on 26/03/2016 for shoplifting

WA1610249 on 09/07/2016 for criminal damage

WA1610346 on 10/07/2016 for criminal damage

Community Impact: residents and councillors are reassured that venerable businesses are covered by CCTV.

Faults: faulty

3, Warton, (Not numbered) Next to the Chequers



Coverage: Chequers car park, Harbour Lane towards Butlers Meadow, Queensway and public phone box.

Incidents/Crime from 01/01/2016

WA1604316 on 27/03/2016 for Shoplifting

WA1604612 on 02/04/2016 for Theft

Community Impact: Residents are reassured by the presence of the camera believing it deters drug dealing in the Chequers car park and on Harbour lane. Camera also covers public phone box that is believed to be used in connection with drug issues.

Faults: working

4 Warton, (Camera No.14) Lytham Road



Coverage: Scout hut, back of McColls, new kids park area, Church graveyard

Incidents/Crime usage from Jan 16

LC-20161016-1018 for youth acting in an intimidating manner.

WA1611401 on 28/07/2016, burglary at McColls

LC-20160711-1201 Youths causing issues at the scout huts

Community Impact: historically the library car park area has been a meeting point for local youths thus residents are reassured that these groups are being monitored. Scout hut leads, McColl management and local church staff are also reassured by the presence of the system. CCTV system also covers new children's play area which cost local council £30,000.

Faults: no camera

5 Warton, (not numbered) Bridges Playing Fields



Coverage: Play area, Pavilion and cricket pitch

Incidents/Crime from Jan 2016

Not looked at for any recent incidents or crimes

Community Impact: Deters damage to park equipment and gives parents piece of mind with children playing in the park. The cricket pitches have been targeted by residents surrounding the site as balls have been found in gardens; the cameras deter any

criminal damage.

Faults: Working

6, Freckleton Memorial Park (not numbered)

Coverage: Park play area and through path



Incidents/Crimes from Jan 2016

WA1614401 on 11/09/2016 for Graffiti to play area
WA1604242 on 25/03/2016 for assault
LC-20160325-1119 for youths throwing bottles

Community Impact: A new Children's play area has recently been opened with part of the money raised by local community groups. Residents are very concerned that local youth may cause damage to this area.

Faults: Faulty

7, Newton, School Lane (Camera No.20) Resident Funded



Coverage: School Rd, Park play area and car park

Incidents/Crimes from Jan 16

WA1615744 on 08/10/2016 for vehicle Crime
WA1615743 on 08/10/2016 for vehicle Crime
WA1611877 on 04/08/2016 for criminal damage
WA1602871 on 22/02/2016 for theft
WA1601705 on 06.02.2016 for burglary

Community Impact: Resident funded CCTV system. Reassurance to residents whose children play on the park. Identified as an area that "Boy racer" type drivers meet therefore the residents feel reassured that this area is covered

Faults: faulty

PCSO 7413 Sterling
Kirkham Police Station

Chris Hambly

From: Bryan Ward
Sent: 10 November 2016 13:33
To: Chris Hambly
Subject: FW: CCTV Evaluation

Chris,

This isn't what I was expecting and falls well short of the return by PCSOP Sterling. Do you want me to query the "other jobs" or should we just use this as our evidence. I note that we still don't have anything on the use of the vans!

Bryan

Bryan Ward
Community Safety Officer
Extension: 8467

From: Hickman, Gary [mailto:Gary.Hickman@lancashire.pnn.police.uk]
Sent: 10 November 2016 12:59
To: Bryan Ward <bryan.ward@fylde.gov.uk>
Subject: RE: CCTV Evaluation

Hi Bryan

These are the only jobs I can find for attempted downloads from 01/01/2016 to date. There has been several other jobs we could have used the cameras for but as we were unable to connect to them we did not try to download them.

WA1611731 criminal damage at park view
WA1610881 fraud from post office (commonsides camera)
WA1602553 theft of vehicle (commonsides camera)

Gary

From: Bryan Ward [mailto:bryan.ward@fylde.gov.uk]
Sent: 10 November 2016 10:37
To: Hickman, Gary
Cc: Sterling, Trevor
Subject: CCTV Evaluation

Hi Gary,

Just checking where you are up to with the report on the CCTV Rapid Deployment and CCTV Van evaluations

Thanks

Bryan

Bryan Ward
Community Safety Officer

Fylde CCTV Van Usage 2016

The following is a summary of the Kirkham CCTV Van usage in 2016 identifying the area's the van has been deployed to and the purpose of it being in the location.

Freckleton Memorial Park WA1614401

September 2016 saw the opening of the new Freckleton Park children's play area. Local councillors and residents contacted Kirkham NHPT due to concerns of large groups of teenagers climbing over security fencing and getting into the unfinished play area. The result of the teens accessing the worksite resulted in graffiti being spread on the play apparatus. The presence of the CCTV van and deployment of the mast camera played a pivotal role in firstly reassuring local residents and stopping further damage. Officers who attended the park opening were thanked by dignitaries and residents for the van presence.

Sycamore Drive, Wesham WA1616175, WA1611927, LC-20161028-1284

Individual living on Sycamore Drive, Wesham caused alarm to the local residents by making threats to the effect of wanting to cause chaos in the area. Residents and housing association contacted Kirkham NHPT with a multiple concerns including the threat of having motor vehicles damaged and the possibility of being verbally/physically attacked. Same individual was then targeted by males threatening to cause him harm due to debts. The deployments of the CCTV van onto Sycamore Drive served the dual purpose of firstly reassuring residents and preventing damage to property. Secondly the van's cameras were used for information gathering and then eventually to reassure the family of the individual who was believed to have debts.

ASB/Damage at Kirkham allotments and St Michael's School. LC-20160723-1054, LC-20160724-1363, LC-20160726-1334, LC-20160813-1560

During the summer months of 2016 the Kirkham NHPT were contacted by teachers of local school, Vicar from local church and resident who owned allotments in the School Rd area of Kirkham. The reports made concerned large groups of young people gathering and commenting ASB issues including damage, causing alarm and underage drinking. Residents believe that the deployment of the CCTV van mast camera and its visibility greatly reduced further ASB and deterred the young people from congregating on the allotments.

Fylde Club Days 2016

During the club day session the van was deployed to the events again as reassurance and crime prevention but also to act as a focal point for event goers to get police assistance if needed. The vans mast cameras were deployed with police staff operating to scan the crowds for signs of ASB. The feedback for event organisers explained that it was their belief that the sight of police staff operating the cameras reduced the risk of crime and public order on the days.

The Kirkham CCTV van is used by the NPHT to mainly reassure local residents and prevent crime in areas being affected by multiple logs and reports of criminal/ASB behaviour. The van has also provided officers with CCTV to review when the camera mast is deployed during events and when parked in problem areas.



Specification

- Minimum retention of footage for 60 days
- Quality of recorded image - 4CIF
- Recording at real time (25 frames per second)
- 3G / 4G option available
- Local Wi-Fi, secure / encrypted
- Free Viewing / controlling software (suitable laptop required with Wi-Fi)
- Ability to control the camera (ptz.) and all camera functions and do downloads via local Wi-Fi and 3G / 4G (if option undertaken)
- User Programmable Pre-sets
- Ability to Tour Pre-sets
- Ability to search for video by time / date
- DVR sync'd to inbuilt GPS Clock
- Water proof (suitably ip rated etc.)
- Local network connection, in case downloads required that are very large and are too big to be done via Wi-Fi (obviously cherry picker required)
- Industry Standard parts used, Known Brands – such as Pelco / Samsung / Bosch etc.
- Option of different camera position, the camera can be fixed to box or to the top of the column.
- Different Camera options – dependant on budget and location
 - Dome – Pelco Spectra
 - Bosch – Mic 550
 - Bosch Mic 550 with IR
- Existing Column(s) May be suitable (subject to survey)
- 240 Volt Mains Supply Required
- Price includes fitting & Testing

Budget Pricing

Option 1 Pelco – Spectra Either box mounted or via swan neck to top of column		£3,150.00
Option 2 Bosch - Mic 550 Column Mounted		£4,500.00
Option 3 Bosch – Mic 550 with IR Column Mounted		£4,800.00

Options that could be Provide by Blackpool Council CCTV Section

Services of CCTV Section – (based on new unit supplied by CCTV Section)

Listed below is a summary of the functions that can be carried out on behalf of Camera Owners on their individual camera locations by the CCTV Section, these functions will therefore make up the annual cost of maintenance and can be quoted upon request.

There is also the cost of the un-metered electric supply as well, this is excluded from any maintenance quotation as its usually paid direct to electricity north west direct by the camera owner.

Administrative Functions (Options)

- Services of a Data Controller.
- Data Controller for all data issues / requests by the public / third parties.
- Provide Signage with contact details of Data controller.

Technical Functions

- Monthly clean
- Quarterly RCD Testing - Annual electrical tests / NICEIC certification as required. (dependant where mains supply is taken from)
- Monthly functionality checks and preventative maintenance.

The actual annual charge is a result of work that is undertaken by management and engineers, together with admin staff of the CCTV section throughout the year.

Please Note: -

- *In order to reduce the costs to this level, any attendance to faults now become chargeable to the customer at our standard published rates.*
- *Any Download labour costs and recordable media are also excluded from this costing, and will be charged at our standard published rates.*