

Service Level Agreement

Between

New Forest District Council

And

XY Town/Parish Council

For

The provision of Closed Circuit Television Camera (CCTV) monitoring

1.0 Parties to the Agreement

1.1 **New Forest District Council** of Appletree Court, Beaulieu Road, Lyndhurst, Hampshire
(Service Provider)

1.2 **xxxxxxxxxxxxxxxxxxxxr** (Service Recipient)

2.0 Purpose

2.1 To establish the parameters for a Service Level Agreement between the above parties for the purpose of *providing CCTV crime surveillance equipment and monitoring to xxxxxxxxxx areas in and around xxxxxxxxx Address xxxxxxxxx*

3.0 Assumptions

3.1 New Forest District Council's CCTV operation will at all times adhere to the Code of Practice and Operational Procedures and in accordance with the Surveillance Camera Commissioner's guidance.

3.2 The CCTV cameras will only be used for the purpose for which they are intended as detailed in the objectives of the system as registered with the Information Commissioner.

4.0 Service Level Agreement - Term

4.1 This SLA is for a three year term with an option to extend it for a further **two** years subject to agreement by both parties identified in Clause 1 above.

Commencement date: **1st April 20**

Review date: **31st March 20**

Termination date: 31st March 20

4.2 Either party is required to give 6 months' notice in writing of the wish to terminate the agreement and the Service Recipient shall pay any costs incurred in respect of disconnection of equipment from the control room.

4.3 This SLA will be reviewed annually, with any significant changes being ratified by the Parties.

5.0 Service Specification

5.1 To provide a CCTV crime surveillance system in and around xxxxx area xxxxxx and to provide monitoring in accordance with the established CCTV Code of Practice (copy enclosed) and other operational instructions as detailed in this SLA. Both parties hereto agree to abide by these documents.

6.0 Operational Parameters

6.1 The system will be used in accordance with the following objectives:

- (a) To detect, prevent or reduce the incidence of property crime and offences against the person.
- (b) To reduce theft of vehicles and theft from vehicles, both on street and in the car park.
- (c) To improve general security, both in terms of personal security and security of buildings and premises. To make the xxx area xxx a safer area in which to live.
- (d) To improve communication and the operational response of Police patrols in and around the area.
- (e) To reduce the level of crime, vandalism and public disorder in and around the building.
- (f) To prevent and respond effectively to all harassment.
- (g) Reduce graffiti, vandalism and other criminal damage within the surveillance area to improve the environment and reduce maintenance costs

6.2 It is important to emphasise that the CCTV system is not a "spy" system. It is intended to detect crime and the criminals involved and lead to successful prosecution. There will be no interest shown in or deliberate monitoring of, people carrying out their legitimate business.

7.0 Financial Contribution

7.1 The Service Recipient shall pay £732 Per Annum for each CCTV Camera, for the duration of this agreement.

7.2 Payment will be made in advance in April each year in accordance with the costs identified in Appendix 3. This annual payment will be increased each year (upwards only) in line with the CPI as at 1 September in every year

8.0 Roles And Responsibilities – Service Provider

8.1 The Service Provider will operate, monitor and maintain the CCTV cameras within Service Recipient's area. This monitoring will be in accordance with operational procedures.

8.2 CCTV cameras will be proactively monitored when operations allow, with the purpose of preventing and detecting crime. A reactive response to incidents will be made at all other times.

8.3 The control room will be staffed for 24 hours a day, 365 days a year by at least 2 Operators at all times.

8.4 Statistics will be produced on a monthly basis to monitored incidents within the Service Recipients area. These statistics are confidential and are not to be distributed by the Service Recipient.

8.5 The CCTV and Community Alarms management team will support Town and Parish Clerks with investigations into any incidents in their areas. This includes reviews of footage where appropriate. Any evidential material will be passed to the Police for action and all actions will be in accordance with the Data Protection Act.

8.6 The CCTV and Community Alarms management team will consider any information provided by Town and Parish Clerks that may assist in the prevention and detection of crime. The CCTV camera set up may therefore be adjusted accordingly.

8.7 The Service Provider will endeavour to make members of the management team available at the request of Town or Parish Clerks to discuss any issues concerning the provision of CCTV.

8.8 The Service Provider will assist Town and Parish Clerks with Out of Hours support if provided with emergency contact details and guidance.

9.0 Roles And Responsibilities – Service Recipient

9.1 Service Recipients will;

- (a) notify the CCTV and Community Alarms management team concerning any ongoing issues within their area with the overarching objective of preventing and detecting crime.
- (b) provide the Service Provider with emergency contact details and guidance, ensuring that this is accurate and up to date If Out of Hours support is required.
- (c) endeavour to maintain foliage on their land, ensuring that CCTV images are not impacted

10.0 Liability

- 10.1 Save for liability for death or personal injury arising from their negligence, the Service Provider will not be liable to the Service Recipient in respect of any loss or damages incurred by the Service Recipient as a result of a failure by the Service Provider to provide the services.
- 10.2 Copyright of all images and tapes of all images will remain the property of the Service Provider. However, as the nominated responsible officer for the day to day operation of the CCTV system, the CCTV Manager has a legal obligation to ensure compliance with the Data Protection Act 1998 and will make all decisions on the release of information.
- 10.3 If the Service Recipient is unhappy with any decisions made by the CCTV Manager concerning the release of material, then the dispute will be escalated to a more senior officer.

11. Information

11.1 Freedom of information

11.1.1 The Service Recipient acknowledges that the Service Provider is subject to the requirements of the FOIA and the EIRs. The Service Recipient shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Service Provider to enable the Service Provider to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Service Provider all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) provide the Service Provider with a copy of all Information belonging to the Service Provider requested in the Request For Information which is in its possession or control in the form that the Service Provider requires within 5 Working Days (or such other period as the Service Provider may reasonably specify) of the Service Provider's request for such Information; and
- (d) not respond directly to a Request For Information unless authorised in writing to do so by the Service Provider.

11.1.2 The Service Recipient acknowledges that the Service Provider may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Service Recipient. The Service Provider shall take reasonable steps to notify the Service Recipient of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Service Provider shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

11.2 Data protection

11.2.1 The Service Recipient shall (and shall procure that any of its Service Recipient's Personnel involved in the provision of the agreement shall) comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA, which arise in connection with the agreement.

11.2.2 Notwithstanding the general obligation in clause 11.2.1, where the Service Recipient is processing Personal Data as a Data Processor for the Service Provider, the Service Recipient shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and

(a) provide the Service Provider with such information as the Service Provider may reasonably require to satisfy itself that the Service Recipient is complying with its obligations under the DPA;

(b) promptly notify the Service Provider of any breach of the security measures required to be put in place; and

(c) ensure it does not knowingly or negligently do or omit to do anything which places the Service Provider in breach of the Service Provider's obligations under the DPA.

11.3 The provisions of this clause shall apply during the continuance of the agreement and indefinitely after its expiry or termination.

12.0 Third party rights

12.1 No one other than a party to this agreement [, their successors and permitted assignees,] shall have any right to enforce any of its terms.

13.0 Entire agreement

13.1 This agreement, the schedules and the documents annexed to it or otherwise referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

13.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.

Appendix 1
Camera Locations

Appendix 2
CCTV Code of Practice

Appendix 3
Costs schedule