**North West Leicestershire District Council:**

CCTV Monitoring

 **Invitation to Quote**

**1. Background**

North West Leicestershire District Council owns and manages a public area CCTV system and associated equipment.

The CCTV system has 35 cameras in total; 6 in Agar Nook, 9 in Ashby de la Zouch town centre, 2 on the Greenhill estate & 15 in Coalville town centre, in addition there are a further 3 cameras in the CCTV complex (2 internal and 1 external).

There are also 21 cameras at Hood Park Leisure Centre which are linked to the CCTV system. Footage reviews are undertaken at the Hood Park Leisure Centre site but the 6 external public space cameras are monitored from the CCTV Control Room.

In addition, the CCTV Control Room manages the retail radio link, and Police Airwaves radio system.

The CCTV system is a vital component of the District Council and partners’ strategy for a cleaner and safer area. The contractor is expected to actively engage in discussions and initiatives with the Council to maximise the benefit of CCTV to the district and respond flexibly to opportunities as they arise. The CCTV contractor will support the Council and the Safer North West Partnership in reducing crime and disorder.

The Council is currently exploring the potential use of volunteer CCTV operators to supplement existing provision. The volunteer CCTV operators could undertake monitoring duties in addition to the professional operators or data analysis.

The appointed contractor will be expected to work with the Council to develop such proposals, particularly with regard to the required training and supervision of the volunteers.

The primary objective of the scheme is to provide safe areas for the benefit of those who live, work, trade, visit, serve and enjoy the facilities and environment of the areas covered by CCTV. This objective will be carried out by the monitoring of the system so as to:-

* Assist in the detection of crime.
* To facilitate the apprehension and prosecution of offenders in relation to crime and public order.
* To prevent or mitigate interruptions to traffic flow (not to enforce breaches of traffic law).
* To assist in the reduction of the fear of crime and provide reassurance to the public.
* To assist in the effective management of the areas covered and their surroundings.
* The system will safeguard the privacy of individuals and not invade the privacy of any individual in residential, business or other private premises, building or land unless in direct pursuance of the above objectives.

**CONTRACT PERIOD**

The contract is for a period of 12 months from 1st April 2014 to 31st March 2015. There is an option to extend this for a further period of 6 months from 1st April 2015.

**WORKFORCE MATTERS**

Contractors should be aware that the staff currently engaged under this contract, are employees of Premier Security Services Limited, the current service provider and as such any transfer of staff shall be subject to the Code of Practice on Workforce Matters in Local Authority Public Sector Service Contracts as issued by the Office of the Deputy Prime Minister on 13th March 2003. Tenderers should study a copy of the Code, together with the Cabinet Office Statement of practice before preparing their tender submissions in order that they may fully understand their obligations under any contract awarded.

**TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS AND AMENDMENTS 2006)**

The Tenderers attention is drawn in particular to the following paragraphs outlining the Employers position in relation to the application of the Transfer of Undertakings ( Protection of Employment) Regulations and Amendments 2006.

Transfer of Undertakings (Protection of Employment) Regulations 1981 will apply in the event the contract being awarded to a tenderer other than the current contractor.

The tenderer is advised to seek independent professional advice on the consequences of their bid being successful. In particular, the application of the TUPE Regulations could give rise to the following liabilities;

a requirement to consult with recognised Trade Unions;

a requirement to maintain existing rates of pay, and broadly comparable pensions and conditions of employment for employees, and;

a liability for unfair dismissal claims made by any employees dismissed prior to the transfer and by reason of the transfer.

**TUPE INFORMATION**

There are currently 2 members of staff employed in the delivery of this service with a further 2 trained as relief CCTV operators.

For the necessary TUPE information tenderers should contact Allen Foster at Premier Security Services t/a Regent Security, Unit 2, Oak Court, Pilgrims Walk, Prologis Park, Coventry, Warwickshire, CV6 4QH.

Email: Allen.Foster@regentsecurity.co.uk

Mobile: 07515 054145

**2. Outputs and Deliverables**

The monitoring service is to be delivered from the Councils CCTV Control Room at the Belvoir Shopping Centre, New Broadway, Coalville

**STAFFING REQUIREMENTS**

The appointed contractor mustbean SIA Approved Contractor. All operators must have a SIA Public Surveillance front line licence.

The Contractor must ensure that suitably qualified and experienced operators are available and provided at the times specified- - including both holiday cover and any arrangements that the contractor needs to make at short notice in the event of sickness. In the event of the contractor not being able to cover all of the operating hours specified below and where the District Council undertakes to provide such cover instead, the Contractor will be required to reimburse all of the Council’s costs.

No payments will be made over and above those contained within the schedule of rates.

CCTV Operators will ordinarily work alone, although the contractor is expected to provide appropriate contract management arrangements – including regular liaison with the Council’s nominated client officer. In exceptional circumstances two CCTV operators will be required to provide CCTV support to large scale events etc.

The CCTV Control Room will be staffed for 68 hours each week for 52 weeks of the year as per the following rota.

Monday 10:30 to 18:30

Tuesday 10:30 to 19:30

Wednesday 10:30 to 18:30

Thursday 10:30 to 19:30

Friday 10:00 to 03:00 (Saturday morning)

Saturday 10:00 to 03:00 (Sunday morning)

Sunday No hours covered.

The Council reserves the right to alter these hours as operational need arises. Any alterations to the standard hours will be done in consultation with the contractor. This will include the Christmas period where the Council will wish to agree appropriate arrangements on an annual basis with the contractor. However, it should be noted that normally the CCTV service does not operate on Christmas Day.

The Council also reserves the right to vary the total amount of hours from 68 per week – either upwards or downwards – for which the flat charge out rate will apply.

**CONTROL ROOM OPERATION AND DEPLOYMENT**

The CCTV Code of Practice is the primary operational manual and the CCTV contractor must comply with the CCTV Code of Practice at all times.

The current CCTV Code of Practice is attached as Appendix 2. The Code of Practice is currently in the process of being updated (for example to reflect the new “Surveillance Camera Code of Practice” published by the home office) but it is not anticipated that there will be any significant changes.

In addition to the CCTV Code of Practice, the CCTV Contractor will be expected to comply with the Airwave Service Code of Practice Version 4.0 June 2013 as published by the Cabinet Office (or such other update as may be issued).

Contractor’s staff will operate the CCTV system in a professional, competent and proactive manner that is consistent with the aims and objectives of the Code of Practice.

For the purposes of clarity, the Council considers the maximum hours an operator should be asked to work in any one week is 48 hours.

**STAFF CAPABILITY AND TRAINING**

The Council expects the highest standards of behaviour and integrity from the CCTV Operators and their employees.

Staff should

 - Be eligible to undertake employment in the UK

 - Have no unspent criminal convictions, pending prosecutions or

criminal cases outstanding

 - Be of good character and stable background

- Have a pleasant, courteous and responsible manner. The Council may wish to interview nominated Contractor’s personnel before they are appointed.

- Be able to receive, give and understand instructions in both oral and written English.

In accordance with legal requirements, all CCTV operators must have been through the necessary training, checks and obtained their SIA CCTV license to operate public space surveillance.

All CCTV Operators must have CRB clearance to work in sensitive environments

All staff should have the following training as a minimum:

 - Use of CCTV and radio equipment

 - Customer service training

- Data protection and CCTV related legislation and Codes of Practice

 - Health and Safety in a CCTV environment

The contractor must be able to supply details of relevant training if required.

**STANDARDS OF BEHAVIOUR**

All CCTV Operators should appear neat and tidy, being uniformed and well turned out.

CCTV Operators have a duty to report system defaults or any breaches of the CCTV Code of Practice to the contract Manager and by following the fault reporting system.

Staff are not permitted to consume food or drink (other than water) in the CCTV Control Room.

Personal items such as mobile phones, MP3s, photographic equipment are not permitted in the control room.

**LEGISLATIVE REQUIREMENTS**

The purpose of the CCTV system is to prevent and detect crime.

The contractor must operate within and comply with:

* CCTV Code of Practice
* Airwave Service Code of Practice Version 4.0 June 13
* Human Rights Act 1998
* Data Protection Act 1998
* Crime and Disorder Act 1998
* Regulatory of Investigatory Powers Act 2000
* Private Security Act 2001
* Protection from Harassment Act 1997
* And any subsequent legislation relevant to delivery of the service

**PERFORMANCE MANAGEMENT AND OUTCOME REPORTING**

The Contractor will report to the Council the system’s performance on a monthly basis, this will include:

* Incident statistics broken down by area, type of incident, day of week and time of day;
* Post Incident Review Statistics including number of requests by area, source of request and result of review;

**Proposal Submission**

Interested bidders are required to provide the following information:

* (1) Proposed methodology – which should include reference to the following (this list is not exhaustive):
* Explain how will you will deliver the requirements set out in section 2 above;
* (2) Details (names and CV) of all personnel who will be working on the project, including details of their likely contribution to the work;
* (3) An outline of your experience and expertise in undertaking similar work (please also include 2 references of previous similar work undertaken, including contact details of referees);
* (4) A programme of work setting out the timetable/ steps to be taken to undertake the work.
* (5) What arrangements you will have in place to cover for absences, planned or otherwise of the control room staff.
* (6) Your procedures for dealing with complaints, either from the Council or its partners, or members of the public
* (7) Details of how you will deal with the TUPE of existing control room staff and how you will communicate with them throughout the handover process.
* (8) The fee proposal which should be in accordance with the guidance in section 4.

**3. Timescales**

|  |  |
| --- | --- |
| Issue Brief to providers | Tuesday 7th January 2014 |
| Deadline for submissions  | Tuesday 28th January 2014 |
| Evaluation complete and award of contract | Wednesday 12th February 2014 |
| Contract commencement | Tuesday 1st April 2014 |

**4. Evaluation / Selection of provider**

The Council reserves the right to write to or meet with bidders for clarification on any points included within their submission. The points discussed may result in scores being adjusted either up or down. We also reserve the right not to award any contract, in whole, or in part.

The evaluation of the quotations submitted will be done using the criteria and methodology set out below:

Financial Evaluation

The financial element is weighted at 40% of the overall evaluation. It is anticipated that fees will follow the guidelines set out below:

The submission with the lowest % fee will be awarded the full score of 40.

All other bids are scored using the formula: Bid’s score = (maximum score available) x (lowest total cost / bid price

So for example, where there are 40 points available:

Bidder 1 submits the lowest price of £50

Bidder 2 submits a price of £65

Bidder 1 will score 40, as their price is lowest

Bidder 2 will score 30.76, based on the formula 40 x (50÷65)

Pricing schedule

|  |  |  |  |
| --- | --- | --- | --- |
| Description | Price per hour (£)(flat rate)(to inc any Bank Holiday or other enhancements) | Hours per week  | Annual contractprice (£)(to inc any Bank Holiday or other enhancements)  |
| The contractors fixed cost for the CCTV services specified. Providing service from NWLDC own Monitoring Suite |  | 68 |  |
| **Additional hours required to the contract will be calculated at the flat rate.** |

Quality Evaluation

The quality element is weighted at 60% of the overall evaluation. The different elements of the submission will be scored against a maximum number of points available as follows:

|  |  |
| --- | --- |
| Proposed Methodology (1) | 25 points |
| Details of personnel (2) | 5 points |
| Experience and references (3) | 5 points |
| Programme of work (4) | 5 points |
| Absence arrangements (5) | 10 points |
| Complaints procedures (6) | 5 points |
| TUPE (7) | 5 points |

The total Quality score will be added to the total financial score to give the Grand Total of points scored and the contract will be awarded to the agent with the highest points overall.

**Insurance requirements**

Agents will need to have the following insurances:-

Public Liability cover of £10,000,000 (ten million pounds)

Employer Liability cover of £5,000,000 (five million pounds)

Please submit copies of all insurance documentation within your proposal. However, applicants are not necessarily required to hold the required levels of insurance prior to contract award, but the Council needs to see a commitment to attaining the required cover prior to commencing work if successful.

**Payment**

Payment will be made 30 days from receipt of invoice and upon satisfactory completion of the work.

##### Terms of Business

The successful provider will be required to enter into a formal contract (attached as Appendix 1).

**Please note: The Council reserves the right not to award the contract to the lowest or any bidder, reserving also the right to accept the same in whole or in part.**

**Deadline for Submission**

Please submit your proposal (ensuring you have included everything requested) to Emily Todd emily.todd@nwleicestershire.gov.uk

by 17.00 on 28th January 2014

**Contact**

Initial contact and any queries should be addressed to;

Emily Todd

Business Focus Team Leader

Council Offices, Coalville, Leicestershire, LE67 3FJ

Telephone: 01530 454678

Email: emily.todd@nwleicestershire.gov.uk

Appendix 1

**Dated: 2014**

**North West Leicestershire District Council** (1)

and

**[TBC]**(2)

|  |
| --- |
| **AGREEMENT FOR THE PROVISION OF CCTV MONITORING SERVICES** |

**THIS AGREEMENT** is made the day of 2014

**BETWEEN**:

(1) **NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL** of Council Offices, Coalville, Leicestershire LE67 3FJ (“the Council”), and

(2) **[TBC]** (Company Number [TBC] ) whose Registered Office is situate at [TBC] (“the Contractor”),

each a “party” and together the “parties”.

**WHEREAS:**

(A) The Council carried out a procurement exercise to engage a contractor to provide the service of operating and monitoring the Council’s Closed Circuit Television (CCTV) equipment.

(B) The Council wishes to appoint the Contractor to provide the Services and the Contractor has agreed to provide such services on the terms of this Agreement.

(C) The Council hereby permits the Contractor to use certain of its Equipment and Premises in order to perform the Services.

**1. Definitions**

1.1 In this Agreement the following words and phrases shall, unless the context otherwise requires, have the following meanings:

“**Agreed Charge Rate**” means the rate set out in Schedule 1

“**Commencement Date**” means the date as stated in Schedule 1

“**Contract Documentation**” means the Specification and any other documentation forming part of the quote documents and appended to this Agreement, together with this Agreement and any Schedules or annexes to it

“**Contract Manager**” means an authorised representative of the Council that has day to day management of this Agreement

“**Contract Price**” means the rates set out in Schedule 1 to be paid by the Council to the Contractor in consideration for the Services and in accordance with this Agreement

“**Contractor’s Staff**” means those staff offered by the Contractor to perform the Services and approved by the Council

“**Data Controller**” shall have the same meaning as in the Data Protection Act 1998

“**Data Processor**” shall have the same meaning as in the Data Protection Act 1998

“**DPA**” means the Data Protection Act 1998

“**Data Subject**” shall have the same meaning as in the Data Protection Act 1998

“**Default Notice**” means a notice to be served upon the Contractor by the Contract Manager if the Contract Manager reasonably believes that the Contractor is not performing the Services in accordance with the Contract Documentation

“**Equipment**” means all that equipment and property belonging to the Council that is required by the Contractor in order to perform the Services

“**FOIA**” means the Freedom of Information Act 2000

“**Intellectual Property Rights**” means all copyright, patents or patent rights, registered and unregistered design rights, trade marks, service marks and all other intellectual or industrial property rights wherever in the world enforceable

“**Law**” means all statutes, statutory instruments, regulations, byelaws, rules, judicial rulings and orders made under any statute, directive or by any competent legislative or judicial body in England & Wales

“**Monthly Monitoring Report**” means a report submitted to the Contract Manager at the end of every Monthly Period which is to be completed by the Contractor in accordance with clause 17

“**Monthly Period**” means a month

“**Personal Data**” shall have the same meaning as in the Data Protection Act 1998

“**Premises**” means the property and buildings used by the Council for the purpose of carrying out the Services and as detailed in Schedule 1

“**Requests for Information**” shall have the same meaning as in the Freedom of Information Act 2000

“**Services**” means all those tasks, activities or actions set out in the Specification and required to be performed by the Contractor in accordance with the Contract Documentation and as detailed in Schedule 2

“**Specification**” means the detailed specification prepared and issued by the Council as part of the invitation to quote documents and forming part of the Contract Documentation

“**Term**” means the duration of this Agreement as set out in clause 2

“**Working Day**” means any day other than a Saturday, Sunday or public holiday in England and Wales

1.2 In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in a Schedule, the provision in the body of this Agreement shall be deemed to prevail.

1.3 In this Agreement unless the context otherwise requires:

 1.3.1 words importing any gender shall include every gender;

 1.3.2 words importing the singular shall include the plural and vice versa;

1.3.3 words importing persons include firms, companies and corporations and vice versa;

1.3.4 headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement.

1.4 Except as otherwise expressly provided, all elements of the Contract Documentation are to be taken as mutually explanatory of one another. Any ambiguities or discrepancies shall be referred in the first instance to the Contract Manager who shall issue to the Contractor appropriate instructions in writing which the Contractor shall carry out.

1.5 Any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or bye-law made under that enactment.

1.6 If any provision of this Agreement shall become, or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall not affect or impair any other provisions, all of which shall remain in full force and effect.

**2. Term**

2.1 This Agreement shall commence on the Commencement Date and shall terminate on 31 March 2015 subject to earlier termination in accordance with this Agreement.

2.2 The Term includes an option to extend this Agreement for a further period of 6 months from 1 April 2015. If the Council intends to take up that option, the Contractor shall be notified in writing not less than four months prior to the commencement of the extension. If no notification is issued the Agreement shall automatically expire on 31 March 2015.

**3. Role of the Council’s Officers**

3.1 The Contractor acknowledges that the Contract Manager shall be entitled to monitor the performance of the Services by the Contractor and shall have the power to intervene in the case of any Contractor failure, including the issue of a Default Notice.

**4. Observance of Statutory Requirements**

4.1 Without prejudice to any other provisions in this Agreement:

4.1.1 The Contractor shall accept full responsibility for and shall indemnify and hold harmless the Council, its other contractors and their respective agents and staff from and against any failure on the Contractor’s part to comply with the Law, in whatever form, to be observed and performed in connection with the Services, including without limitation;

#### 4.1.1.1 The Data Protection Act 1998;

#### 4.1.1.2 The Health & Safety at Work Act 1974;

#### 4.1.1.3 The Equality Act 2010;

#### 4.1.1.4 The Employment Equality (Age) Regulations 2006;

#### 4.1.1.5 The Transfer of Undertakings (Protection of Employment) Regulations 2006;

#### 4.1.1.6 The Environmental Protection Act 1990;

#### 4.1.1.7 The Water Resources Act 1991;

#### 4.1.1.8 The Environment Act 1995;

#### 4.1.1.9 The Bribery Act 2010,

#### as amended and any regulations and codes of practice made under or in pursuance of the above;

4.1.2 The Contractor shall accept full responsibility for and shall indemnify and hold harmless the Council from and against any failure on the Contractor’s part to comply with all employment related statutory and other provisions associated with the provision of the Services;

4.1.3 The Contractor shall observe and comply with all Council policies notified to it by the Council, from time to time in force.

**5. Health and Safety**

5.1 The Contractor shall at all times comply with good industry practice in health and safety in the work place and the requirements of the Health and Safety at Work Etc, Act 1974 and other Acts, Regulations, Codes of Practice or Orders pertaining to the health and safety of the Contractor’s staff, the Council’s staff and others who may be affected by the Contractor’s performance of the Services.

**6. Assignment and Sub-Contracting**

6.1 The Council shall not be entitled to assign or novate to any other body the whole of this Agreement or any part of it and its rights and obligations under it without the prior written consent of the Contractor. No such consent will be required where such assignment is to take effect by operation of the law, as a result of local government reorganisation involving the Council or arises from compliance by the Council with any of its statutory duties or powers.

6.2 The Contractor shall not assign the whole or any part of this Agreement nor any part of its rights or obligations arising under this Agreement.

6.3 The Contractor shall not sub-contract any part of the Services without the prior written consent of the Council. In such circumstances the Contractor shall remain liable to the Council in respect of any of its rights or obligations as though it had carried out the Services itself.

**7. Confidentiality**

7.1 Each party at all times shall use its best endeavours to keep confidential (and procure that its employees and agents keep confidential) any confidential information which it or they may acquire in relation to the business and affairs of the other parties to this Agreement and shall not use or disclose such information except with the consent of the other party (such consent not be unreasonably withheld) or in accordance with the order of a competent jurisdiction.

7.2 The obligations contained within this clause shall terminate when:-

 7.2.1 the information in question comes into the public domain;

7.2.2 the information in question enters the public domain through no fault of the party receiving the information (or its employees, agents or sub-contractors) subsequent to the time of such receipt;

7.2.3 the information in question is required by law to be disclosed by a party;

7.2.4 the information in question is required to be disclosed by a party in connection with legal proceedings arising out of this Agreement.

7.3 The obligations under this clause shall survive termination of this Agreement.

7.4 Nothing in this clause 7 shall prevent the Contractor from assisting the Council (at no additional cost) in meeting any requests for information which are made to the Council in connection with the Freedom of Information Act 2000 or any similar guidelines, codes of practice, or legislation which arise in connection with the provision of the Services.

**8. Intellectual Property Rights**

8.1 Any and all Intellectual Property Rights developed exclusively under this Agreement or arising exclusively from the provision of the Services by the Contractor (by way of example only, operating manuals, procedures and other guidance) shall belong to the Council and the Contractor agrees it shall execute or cause to be executed all deeds, documents and acts required to vest such Intellectual Property Rights in the Council.

8.2 The Council hereby grants to the Contractor a non-exclusive, royalty free licence to make use of the Intellectual Property in the Equipment, the Council’s IT and other equipment, technology and/or facilities owned or controlled by or on behalf of the Council and used by the Contractor in the provision of the Services for the duration of the Term and in accordance with the provisions of this Agreement.

8.3 The Contractor shall not in connection with the performance of the Services, use, manufacture, supply or deliver any process, article, matter or thing, which would be an infringement of any third party Intellectual Property Rights.

**9. Environmental Strategy**

9.1 The Contractor shall ensure that in the performance of the Services, it uses working methods which minimise environmental damage, and complies with all environmental legislation and regulations, including but not limited to the Environmental Protection Act 1990.

9.2 In the event of any finding by any Court or Tribunal or other judicial or quasi-judicial body being made against the Contractor in respect of any breach of environmental legislation in providing the Services, the Contractor shall take appropriate steps to abate such a breach and prevent its repetition.

9.3 The Contractor upon request shall provide the Council with details and appropriate evidence of any steps taken under clause 9.2.

**10. Equality**

10.1 The Contractor shall ensure that it complies with all its statutory obligations under all equalities legislation and accordingly shall not treat one group of people less favourably than another.

10.2 In the event of any finding of unlawful discrimination being made against the Contractor in the last three years by any Court or Employment Tribunal or of an adverse finding in any form of investigation by anybody charged with carrying out such investigation over the same period, the Contractor shall take appropriate steps to prevent repetition of the unlawful discrimination.

10.3 The Contractor upon request shall provide the Council with details and appropriate evidence of any steps taken under clause 10.2.

**11. Insurance**

11.1 Without prejudice to its liability to indemnify the Council within the provisions of this Agreement, the Contractor shall effect and maintain throughout the term of this Agreement the following levels of insurance:

* Public Liability Insurance with a minimum level of indemnity of £10,000,000 (ten million pounds); and
* Employer’s Liability Insurance with a minimum level of indemnity of £5,000,000 (five million pounds)

11.2 The Contractor shall produce for inspection to the Council on request documentary evidence to the reasonable satisfaction of the Council that the insurance required under this Agreement is being maintained.

11.3 The Contractor shall ensure that any sub-contractor maintain like insurance cover.

11.4 The Contractor shall ensure that the Council’s interest is notified to their and any sub-contractor’s insurer(s) and noted on the certificate(s) of insurance.

**12. Liability of Contractor**

12.1 Nothing in this Agreement shall be construed as restricting or excluding the liability of the Contractor for death or personal injury resulting from its negligence or for fraud or fraudulent misrepresentation.

12.2 In its performance of the Services the Contractor shall accept full responsibility for and shall indemnify and hold harmless the Council, any persons employed, engaged or authorised by the Council from and against any expense, liability, loss, claim or proceedings whatsoever (together with all legal costs and other expenses) in respect of any loss, injury or damage whatsoever to any real property owned by or leased to the Council, personal property of the Council or its staff and any other property real or personal, in so far as such loss, injury or damage arises out of or in the course of or by reason of the performance of the Services and to the extent that the same is due to any breach performance or non-performance of the Services, any negligent act or omission, or breach of statutory duty of the Contractor, its servants or agents or any person employed, engaged or authorised by the Contractor.

**13. Liability of Council**

13.1 Nothing in this Agreement shall be construed as restricting or excluding the liability of the Council for death or personal injury resulting from its negligence or for fraud or fraudulent misrepresentation.

13.2 The Council shall be liable for the payment of sums properly due to the Contractor under this Agreement.

13.3 The Council’s total liability to the Contractor in respect of all losses arising under or in connection with this Agreement, save for those in clause 13.1, shall be limited to the amount of the Contract Price.

13.4 Any information given to the Contractor and/or any plan, drawing, report, database, file or similar information in the Specification, is only given as a guide. The Contractor agrees that it has ascertained for itself the accuracy of the information and shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect the Contract Price. Subject to clause 13.1, no claim against the Council shall be allowed for loss of profits, loss of business or other indirect losses whether in contract, tort, misrepresentation, or otherwise on the ground of any inaccuracy.

**14. Contractor’s Employees**

14.1 The Contractor shall at all times during the Term assign to the Services the Contractor’s Staff, which the Contractor holds out as having sufficient skill and expertise for the proper performance of the Services.

14.2 The Contractor shall at all times during the Term employ enough persons of sufficient ability and status to supervise the performance of the Services in a proper and continuous manner.

14.3 The Contractor’s Staff shall comply with the Council’s health and safety policies and security policies at its premises including identification requirements, as notified to the Contractor from time to time.

14.4 The Contractor shall hold Security Industry Authority approved contractor status and valid Security Industry Authority licences permitting them to carry out the Services.

14.5 The Contractor’s Staff carrying out the Services shall possess valid Security Industry Authority Public Space Surveillance (CCTV) front line or non-front line licences, as appropriate to their individual roles.

14.6 The Contractor agrees that, whilst allocated to the performance of any duty which comprises part of the Services the Contractor’s Staff:

14.6.1 shall maintain strict discipline and good order and shall not engage in behaviour or activities which could be contrary to or detrimental to the Council’s interests;

14.6.2 shall be effective and efficient workers, competent in their particular skill;

14.6.3 shall abide by the standards, rules and regulations established by the Contractor, including completion of time recording requirements and all safety and other regulations.

14.7 The Council reserves the right to require removal from the Services of any member of the Contractor’s Staff who in the opinion of the Contract Manager:

 14.7.1 is not (for whatever reason) able to perform work in strict compliance with this Agreement;

 14.7.2 is or is deemed to be guilty of dishonesty, misconduct or negligence;

 14.7.3 is acting in a manner which is detrimental to the Council’s interests;

14.7.4 is not medically fit to perform the Services or provides a risk to the health of those with whom that person may come into contact during the performance of the Services;

 14.7.5 is using inappropriate language whilst performing the Services.

14.8 The right contained within 14.7 shall not be exercised arbitrarily, vexatiously or capriciously by the Contract Manager. The Council shall on request provide in reasonable detail in writing the grounds for such removal.

14.9 The Contractor shall promptly advise the Contract Manager of any incidents which lead to any form of disciplinary action (including warnings) which the Contractor takes against any of the Contractor’s Staff.

14.10 Any individual removed in pursuance of clause 14.7 will be replaced promptly with a replacement qualified in accordance with this Agreement, in such time as is acceptable to the Contract Manager.

14.11 Where the Contractor considers that the Services may be performed more effectively by changing the Contractor’s Staff and/or the Specification, it shall notify the Contract Manager in writing. If the Contract Manager agrees with the recommendations of the Contractor, the Contract Manager shall provide written confirmation of his agreement.

14.12 The Contractor shall procure that it has appropriate training and procedures in place to ensure that the Contractor’s Staff are aware of the Council’s duties under s11 Children Act 2004 and accordingly shall ensure they report to the Council’s nominated child protection officers any concerns that may arise during the provision of the Services.

**15. Use of Premises**

15.1 The Council shall during the Term licence and permit the Contractor to use, in common with the Council’s own staff, in connection with the provision of the Services:

15.1.1 the Premises (listed in Schedule 1), or such alternative premises as the Contract Manager may from time to time designate and on which basis the Contractor shall use for the sole purpose of delivering the Services;

 15.1.2 heating, lighting, general power, water, sewerage, telephone and other services ancillary to such Premises used by the Contractor in accordance with and directly essential to the delivery of the Services

such use being on condition that the Contractor and its staff strictly observe the Council’s conservation of energy policies from time to time in force and that the Contractor pays or reimburses to the Council on demand the costs of any personal telephone calls made by the Contractor and its staff.

15.2 The Contractor having inspected the Premises prior to the Term, shall be deemed to be satisfied in all respects as to their condition, state of repair and suitability for the performance of the Services and nothing shall be taken as requiring the Council to alter, put or maintain such Premises in better condition, state of repair or otherwise than at the commencement of this agreement.

15.3 The licensing or permitting of the use of the Premises is personal to the Contractor and its staff and shall cease at the end of the Term or upon earlier termination of this Agreement.

15.4 The parties agree that there is no intention on the part of the Council to create a tenancy of whatsoever nature in favour of the Contractor or its staff in respect of the Premises and the Council retains the right at any time to use all or any part of the Premises.

15.5 The Contractor shall be responsible for ensuring the Premises are kept and maintained in a clean and tidy condition to the Contract Manager’s satisfaction, including any toilet and kitchen facilities.

**16. Equipment**

16.1 The Council grants to the Contractor a non-transferable, non-assignable licence to use the Equipment (in common with the Council and its own staff) throughout the Term for the sole purpose of performing the Services.

16.2 The Contractor shall not be entitled to any rights in the Equipment. The Contractor recognises that the ownership of the Equipment shall remain with the Council throughout the Term.

16.3 The Council shall provide maintenance and support of the Equipment throughout the Term. The cost of such maintenance shall be borne by the Council unless it is provided as a direct or indirect result of acts on the part of the Contractor which conflict with the terms of this Agreement, in which the costs incurred by the council in that respect shall be recovered from the Contractor.

16.4 The Contractor shall, at its own cost, provide training in the use of the Equipment to the Contractor’s Staff. In the event of the implementation of any changes to the Equipment, further training shall be provided by the Council at its own cost but only at its sole discretion.

**17. Provision of Information**

17.1 The Contractor shall provide to the Contract Manager a Monthly Monitoring Report at the end of every Monthly Period.

17.2 The Monthly Monitoring Report must contain the following information:

* Incident Statistics broken down by area, type of incident, day of week and time of day;
* Post Incident Review Statistics including number of requests by area, source of request and result of review;

**18. Contractor’s Attendance at Council Member Meetings**

18.1The Contractor shall ensure that a representative of the Contractor with appropriate managerial responsibilities and seniority attend those meetings of the Council members as requested by the Contract Manager, at which the Contractor shall be expected to answer questions on its performance of the Services and associated issues.

18.2 The Contractor shall attend any meetings deemed necessary by the Contract Manager including but not limited to attending at the premises of members of the Retail Radio Link Scheme to inform staff on good practice for the use of Retail Radio link radios, in accordance with any rules of usage, practice guides or other guidance issued from time to time.

**19. Variation**

19.1No variation of this Agreement shall be valid unless it is agreed in writing and signed by both parties.

**20. Charges and Payments**

20.1 In consideration of the provision of the Services by the Contractor, the Council shall pay the Contract Price by way of monthly payments.

20.2 Any enhanced payments in respect of Bank Holidays when the Services are provided shall be calculated and divided equally over the 12 monthly payments.

20.3 The Council reserves the right of set-off and counterclaim in respect of any payments it makes to the Contractor against any sums owed to the Council.

20.4 In the event that the Contractor works any additional hours to those specified in the Specification and at the request of the Contract Manager the Council shall be charged at the Agreed Charge Rate as submitted at the time of quote and there shall be no variation of that rate.

20.5 The Contractor shall submit invoices for the Contract Price monthly in arrears and such invoices shall be sent marked for the attention of Exchequer Services to the Council at the address stated in this Agreement. The Council shall arrange payment of such invoices within 30 days of receipt.

20.6 In the event that the Council disputes any element of the invoice it shall notify the Contractor within a reasonable time and make payment in respect of the undisputed sum and the parties shall in good faith work towards resolving the dispute.

20.7 All charges within the invoice will be exclusive of tax which shall be paid additionally by the Council at the rate and in the manner from time to time prescribed by law.

20.8 No payment made by the Council in accordance with the provisions of this clause 20 will be conclusive evidence that the Contractor has performed all or any of its obligations strictly in accordance with this Agreement.

20.9 Any sums due under this Agreement that remain unpaid after 30 days following the date on which they fall due shall bear interest at the rate of 4% above the base rate from time to time of the Bank of England. The Contractor shall not be entitled to suspend provision of the Services as a result of any overdue sums.

**21. Monitoring Performance**

21.1 The Council will monitor and supervise the quality of the Services throughout the Term.

21.2 Throughout the Contract Period the Contractor shall allow the Contract Manager and such other of the Council’s staff as the Council deems necessary access to the Premises for the Council’s audit and inspection purposes and for the monitoring of the Contractor’s performance of this Agreement and provision of the Services.

21.3 Where the Contractor fails to maintain the level of quality of the Service expected by the Council in accordance with this Agreement and the Contract Documents the parties agree that such failure shall be a breach of contract.

21.4 Where the Council considers there to be a breach in accordance with 21.3 the Council shall reserve the right to issue a Default Notice. Any Default Notice shall specify the breach complained of and the date by which the Council requires the breach to be remedied. Without prejudice to the other rights of the Council, the Contractor shall take immediate action on any Default Notice.

21.5 It is expressly agreed and declared that the Council may undertake its review of performance, audit or inspection at any time and by way of any method it considers appropriate.

**22. Substituted Performance**

22.1 If the Contractor for whatever reason fails to perform the Services in whole or in part in accordance with the terms of this Agreement, or in performing the Services deficiently, then without prejudice to any other remedy available to the Council, the Council may make arrangement to provide and perform, by its own staff or the staff of another contractor, such services which the Contractor fails to perform or performs deficiently. The cost incurred by the Council shall be recoverable from the Contractor.

22.2 The operation of this clause shall not relieve the Contractor of any obligations under this Agreement in respect of the Services as a whole, nor, without prejudice to the other rights of the Council, restrict the Council’s right to terminate this Agreement.

**23. Dispute Resolution Procedure**

23.1 The Parties shall use their best endeavours to resolve any dispute or difference between the Parties in connection with or arising out of this Agreement or the performance of the Services, whether during the Term of this Agreement or after its completion and whether before or after its cancellation, termination, expiration, abandonment or breach.

23.2 In order to resolve a dispute or difference either party shall use the following procedure:

23.2.1 Request a meeting between the Contract Manager and a representative of the Contractor;

 23.2.2 If the dispute or difference remains unresolved, then a further meeting inviting the Council’s Head of Planning and Engagement and a senior representative of the Contractor shall be convened;

 23.2.3 If the dispute or difference still cannot be satisfactorily resolved, it shall be referred to the Chief Executive of the Council and the Managing Director of the Contractor for resolution.

23.3 If the dispute or difference is not resolved within 21 days of referral under Clause 23.2.3, above, then the parties shall attempt to settle the dispute or difference by Mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. Each Party shall bear its own costs if action is taken under this clause.

23.4 The parties agree to refrain from issuing proceedings in any court or tribunal of competent jurisdiction until such times as the procedures in clauses 23.2 and 23.3 have been exhausted and the dispute remains unresolved.

**24. Termination**

24.1 Without prejudice to any other rights and remedies it may possess, the Council shall be entitled to terminate this Agreement forthwith by notice in the following circumstances, such circumstances shall be treated as a breach of this Agreement:

 24.1.1 upon discovery of a material misrepresentation by the Contractor during the original quoting process;

24.1.2 where the Contractor commits a material breach or a series of persistent minor breaches of any of its obligations under this Agreement, whether or not evidenced by the issue of Default Notices;

 if the Contractor, or where applicable, any director or partner of it:

 24.1.3 changes its location or composition and such change affects the ability of the Contractor to discharge its obligations under the Agreement, to the detriment of the Council;

 24.1.4 is convicted of an offence involving dishonesty;

 24.1.5 becomes bankrupt, or makes a composition or arrangements with its creditors, or has a proposal or voluntary arrangement for a composition of debts, or scheme or arrangement approved in accordance with the Insolvency Act 1986;

 24.1.7 has an application made or notice of intention is given under the Insolvency Act 1986 to appoint an administrative receiver or administrator or an administrative receiver or administrator is appointed;

 24.1.8 has a winding up order made, or a resolution for voluntary winding up passed;

 24.1.9 ceases to carry on the whole of its business or threatens to cease the same or becomes unable to pay its debts within the meaning of section 123 Insolvency Act 1986 or if the Council reasonably believes that any of the events in this clause may occur;

24.1.10commits a breach of the Agreement as a result of which the image and reputation of the Council have been seriously adversely affected; or

 24.1.11operates without the insurances required in clause 11.

24.2 Without prejudice to any other rights it may possess, the Contractor shall be entitled forthwith to terminate this Agreement by notice if the Council commits a fundamental breach or a series of persistent minor breaches of any of its obligations under this Agreement.

24.3 Either party may, at its sole discretion, terminate this Agreement by not less than three months notice to that effect to the other party, after the first anniversary of the Commencement Date. If this Agreement is terminated under this sub-clause, neither the Council nor the Contractor shall have claims against the other in respect of any loss or damage resulting from or arising out of such termination. The Contractor shall be entitled to receive from the Council any sum due in respect of work performed up to the date of termination.

**25. Consequence of Termination**

25.1 As soon as reasonably practicable following termination of this Agreement, the Contractor shall return to the Council, in the same state in which it was handed over to the Contractor (save for normal wear and tear), the Premises and all Equipment together with all other materials, assets and confidential information provided to the Contractor.

25.2 Any termination of this Agreement shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of this Agreement that is expressly or by implication intended to come into or continue in force on or after termination.

25.3 Any termination of this Agreement shall not affect the rights of either party to recover damages stemming from any breach of this Agreement which existed at or before termination.

**26. Bribery and Corruption**

26.1 The Council shall be entitled to terminate the Agreement and to recover from the Contractor the amount of any loss or damage resulting from such termination if:

 26.1.1 the Contractor shall have offered, or given, or agreed to give to any person any gift, consideration, inducement or reward of any kind, for doing or not doing any action in relation to this Agreement or any other contract with the Council; or

 26.1.2 the like acts shall have been done by any person employed by the Contractor or acting on its behalf (whether with or without the knowledge of the Contractor); or

 26.1.3 in relation to any contract with the Council, the Contractor or person employed by it or acting on its behalf shall:

26.1.3.1 have committed any offence under the Bribery Act 2010 or the Prevention of Corruption Acts 1889 to 1916, or

26.1.3.2 have given any fee or reward the receipt of which is an offence under section 117(2) of the Local government Act 1972.

**27. Data Protection**

27.1 With respect to the handling of any Personal Data in accordance with the DPA it is agreed by the Parties that the Council is the Data Controller and that the Contractor is the Data Processor.

27.2 The Contractor shall:

27.2.1 process the Personal Data only in accordance with instructions from the Council;

27.2.2 process the Personal Data only to the extent, and in such a manner, as is necessary for the priorities of the Services or as is required by Law;

27.2.3 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, obstruction, damage, alteration or disclosure;

27.2.4 take reasonable steps to ensure the reliability of any Contractor’s staff who have access to the Personal Data;

27.2.5 obtain prior written consent from the Council in order to transfer the Personal Data to any sub-contractors for the provision of the Services;

27.2.6 ensure that all Contractor’s staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause;

27.2.7 ensure that none of the Contractor’s staff publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council;

 27.2.8 notify the Council within five Working Days if it receives:

 14.2.8.1 a request from a Data Subject to have access to that person’s Personal Data; or

 14.2.8.2 a complaint or request relating to the Council’s obligations under the DPA

 27.2.9 provide the Council with full cooperation and assistance in relation to any complaint or request made, by:

14.2.9.1 providing the Council with full details of the complaint or request;

 14.2.9.2 complying with a data access request within the relevant timescales set out in the DPA and in accordance with the Council’s instructions;

 14.2.9.3 providing the Council with any Personal Data it holds in relation to a Data Subject;

 14.2.9.4 providing the Council with any information requested by the Council

 27.2.10 permit the Council to inspect and audit the Contractor’s data processing activities and comply with all reasonable requests or directions by the Council to enable the Council to verify that the Contractor is in full compliance with its obligations under this Agreement;

 27.2.11 if requested provide a written description of the technical and organisational methods employed by the provider for processing Personal Data;

27.2.12 not process Personal Data outside the European Economic Area without the prior written consent of the Council.

27.3 The Contractor shall comply at all times with the DPA and shall not perform its obligations under this Agreement in such a way as to cause the Council to breach any of its applicable obligations under the DPA.

27.4 The Contractor shall use its best endeavours to comply with the Information Commissioners CCTV Code of Practice as revised or amended from time to time in providing the Services (available at the date of this agreement at <http://www.ico.gov.uk/for_organisations/guidance_index/~/media/documents/library/Data_Protection/Detailed_specialist_guides/ICO_CCTVFINAL_2301.ashx>).

**28. Freedom of Information**

28.1 The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its information disclosure obligations.

28.2 The Contractor shall:

 28.2.1 transfer to the Council all Requests for Information that it receives as soon as possible and in any event within two Working Days of receiving a Request for Information;

 28.2.2 provide the Council with a copy of all information in its possession within five Working Days of the Council’s request; and

 28.2.3 provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information.

28.3 The Council shall be responsible for determining whether any information is exempt from disclosure.

28.4 In no event shall the Contractor respond directly to a Request for Information.

**29. Record Keeping**

29.1 The Contractor shall keep and maintain for a period of not less than twelve (12) years after the termination of this Agreement, or for as long a period as agreed between the parties in writing, full and accurate records of this Agreement, including all expenditure reimbursed by the Council and all payments made by the Council.

29.2 Upon request by the Council, the Contractor shall allow the Council, or the Council’s representatives such access to those records kept in accordance with clause 29.1 as may be required by the Council in connection with this Agreement.

**30. TUPE**

30.1 The parties acknowledge that the termination or expiry of this Agreement may constitute a relevant transfer for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“the Regulations”).

30.2 If the termination or expiry of this Agreement does constitute a relevant transfer for the purpose of the Regulations, then:

30.2.1 the Contractor and the Council or successive service provider shall comply in full with their respective information and consultation obligations set out in Regulation 10 of the Regulations in respect of the transfer;

30.2.2 the Contractor shall ensure that as of the date of termination of this Agreement all of its obligations with respect to all outgoings and accrued liabilities in respect of the relevant Contractor’s Staff have been met and discharged; and

30.2.3 the Contractor shall indemnify and keep indemnified the Council or any successor organisation or body in relation to all losses in connection with any claims that the Council or any successor organisation or body may incur in connection with any acts or omissions of the Contractor in relation to the relevant Contractor’s Staff during the Term.

**31. Notices**

31.1 All notices under this Agreement shall be in writing and sent to the address of the recipient party as detailed at the beginning of this Agreement or to such other address that a party may specify from time to time.

31.2 Notices shall be deemed to have been duly given:

31.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

31.2.2 when sent, if transmitted by fax or e-mail and a successful transmission report or return receipt is generated; or

31.2.3 on the third business day following mailing if mailed by first class post.

**32.** **Force Majeure**

32.1 Subject to the following provisions of this clause, neither party shall be considered to be in default of this Agreement or liable to the other party by reason of any delay or failure in the performance of that party’s obligations under this Agreement if caused without fault or negligence of that party in, under or in part by any act, omissions or circumstances beyond the reasonable control of that party (a ‘Force Majeure Event’).

32.2 A Force Majeure Event shall include, but not be limited to, an Act of God, flood, storm, fire, war, terrorist act, riot, strike or other industrial action, or act of Government.

32.3 If either party is prevented from performing its obligations under this Contract by a Force Majeure Event:

32.3.1 it shall immediately serve notice in writing on the other party, giving details of the nature, circumstance and commencement of the Force Majeure event; and

32.3.2 It shall use all reasonable endeavours to end or resolve the Force Majeure event and to resume performances on its obligations as soon as it has ceased.

32.4 If a Force Majeure event continues for a period of more than 28 days from the date of its commencement either party shall be entitled to terminate this Contract immediately upon written notice to the other party without liability except for any rights or liabilities which have accrued up to the date of termination of the Contract.

**33. No Partnership or Agency**

33.1 This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship provided for in this Agreement.

**34. Offers of Employment**

34.1 For the duration of this Agreement, including any extension, and a period of twelve (12) months following expiry or termination of this Agreement, the Contractor shall not solicit to employ or actually employ any of the Council’s employees who have been associated with the procurement or contract management of the Services, without the Council’s prior written approval.

**35. Waiver**

35.1 Any waiver by either party of any breach of any of the terms of this Agreement by the other shall not be construed as a waiver of any earlier or later default of a similar nature.

35.2 The failure by either party to enforce at any time any area or more of the provisions of this Agreement shall not be a waiver of them or the right at any time subsequently to enforce all or any of the provisions of this Agreement.

**36. Rights Of Third Parties**

36.1 For the purpose of the Contracts (Rights of Third Parties) Act 1999, this Agreement does not and is not intended to give any rights to any person who is not a party to this Agreement.

**37. Law and Jurisdiction**

37.1 This Agreement shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

AS WITNESS the hands of the parties

SIGNED for and on behalf

of the Council

 ...............................................................

 Authorised signatory

SIGNED for and on behalf

of the Contractor

 ...............................................................

 Authorised signatory

 Name:............................................................

 Position:........................................................

**SCHEDULE 1**

**Commencement Date:**

1st April 2014

**Price:**

**Table A**

|  |  |  |  |
| --- | --- | --- | --- |
| Description | Price per hour (£)(flat rate)(to inc any Bank Holiday or other enhancements) | Hours per week | Annual contractprice (£)(to inc any Bank Holiday or other enhancements)  |
| The contractors fixed cost for the CCTV services specified.  Providing service from NWLDC own Monitoring Suite | Includes additional Bank Holiday | hrs for first year | Includes additional Bank Holiday |
| Additional hours required to the contract will be calculated at the flat rate. |

**Premises:**

CCTV Control Room, Belvoir Centre, Coalville, Leicestershire

**Agreed Charge Rate**

Shall mean the “price per hour” (or “flat rate”) as detailed in Table A or Table B (whichever shall have effect from time to time) in the definition of the Price, above in this Schedule 1.

**SCHEDULE 2**

**THE SERVICES**

Appendix 2

CCTV Code of Practice

**NORTH WEST LEICESTERSHIRE**

**DISTRICT COUNCIL**

**CCTV SYSTEM**

**CCTV**

**CODE OF PRACTICE**

The North West Leicestershire **Partnership in Safer Communities** operates a CCTV system that sets out to achieve the detection and prevention of crime whilst pledging to protect the rights and privacy of individuals, thereby reducing all aspects of crime and anti social behaviour and at the same time improving the quality of life for all its citizens.

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# INTRODUCTION

This CCTV Code of Practice covers all aspects of CCTV operations within North West Leicestershire and is written as the primary document to guide operators, managers and others associated with CCTV management and surveillance.

This Code of Practice will remain under constant review and will be periodically updated.

# 1. PARTNERSHIP

The North West Leicestershire’s CCTV system is owned and managed by North West Leicestershire District Council and is operated from a Control Room based in Coalville Town centre which is responsible for administering the system. Ashby Town centre transmit images back to Coalville CCTV Centre where the images are monitored by the system. Key partners include Leicestershire Police Constabulary, East Midlands Housing (Agar Nook Housing estate) and the North West Leicestershire Partnership in Safer Communities “local Crime and Disorder Reduction Partnership”.

# 2. PURPOSE OF THE SCHEME

North West Leicestershire District Council has installed a CCTV Control Room, which covers the Towns of Coalville and Ashby Town Centre & Agar Nook & Greenhill housing estates.

The system will be operated fairly, with due regard to the individual, within the applicable law and only for the agreed purposes for which it is established or which are subsequently agreed in accordance with the Code of Practice.

The cameras installed within the system are monitored at the Coalville Central Control Room.

Whilst the system is owned by North West Leicestershire District Council, the Control Room is staffed by representatives from a Private Security Company who are the contractor.

This Code of Practice has been agreed with the Police and has been prepared for the guidance of management and staff from North West Leicestershire District Council and the Contractor, involved with the operation of the system.

Individuals responsible for the management of the system are listed at schedule 2.

The CCTV system presently covers the following areas:-

In North West Leicestershire:

Coalville Town Centre

Ashby Town Centre

Agar Nook Housing Estate

Coalville Park

Greenhill/Cropston drive

The copyright to the system remains with North West Leicestershire District Council.

The system is registered under the Data Protection Act 1998.

# 3. CCTV - PROCEDURES

## 3.1 Background

The CCTV Code of Practice has been prepared using the following publications as guidance.

1. A Watching Brief.
2. Information Commissioners Code of practice.
3. Data Protection Commissioners CCTV Code of Practice.
4. CCTV Management and Operation - Code of Practice (BS 7958:1999 now superseded by BS 7958:2005 & BS7958:2009)
5. (HO)PSDB - Police Scientific Development Branch, various publications:
6. Recruitment and selection of CCTV Operators (8/98)
7. Training Practices for CCTV Operators (9/98)
8. User Guide to CCTV Systems Performance
9. Time and Date Displays (13/98)
10. CCTV Control Room Ergonomics (14/98)
11. SITO Legislation Update 2002

## 3.2 Legislation

 The system is managed and operated within the relevant law, as set out in:

1. Data Protection Act 1998
2. Human Rights Act 1998
3. Regulation of Investigatory Powers Act 2000
4. Freedom of Information Act 2000
5. Police and Criminal Evidence Act 1984

There is a need to keep abreast of newer legislation that may impact the system, it’s processes and general delivery.

# 4. OBJECTIVES

4.1 The primary objective of the scheme is to provide safe areas for the benefit of those who live, work, trade, visit, serve and enjoy the facilities and environment of the areas covered by CCTV. This objective will be carried out by the monitoring of the system so as to:-

4.2 Assist in the detection of crime.

4.3 To facilitate the apprehension and prosecution of offenders in relation to crime and public order.

4.4 To prevent or mitigate interruptions to traffic flow (not to enforce breaches of traffic law).

4.5 To assist in the reduction of fear of crime and reassurance to the public.

4.6 The system will safeguard the privacy of individuals and not invade the privacy of any individual in residential, business or other private premises, building or land unless in direct pursuance of objective 4.1 to 4.3 inclusive.

4.7 To assist in the effective management of the areas covered and their surroundings.

4.8 Amendments to the objectives of the CCTV system can only be made by the North West Leicestershire District Council in consultation with the Crime and Disorder Reduction Partnership.

CCTV will always be operated /managed and developed in line with and to contribute

 To future CDRP Community Safety strategies.

The relationship between the CCTV system and the Crime and Disorder Reduction Partnership

# 5. DATA PROTECTION ACT 1998

5.1 The CCTV system is registered under the Data Protection Act 1998 within North West Leicestershire’s current registrations. The registration number is **Z7331936**.

5.2 Under the Data Protection Act 1998 an individual is entitled to a copy of the information constituting any such data held about him / her. The system managers are not obliged to comply with the request unless he / she are supplied with sufficient information as to reasonably identify the person making the request and to locate the data which the individual seeks. It is necessary for the data subject to formally apply using the 'Subject Access Request Form' held by the Operational Manager. A copy of this form is attached as schedule 7.

5.3 A charge of £10.00 per request will be made. A further charge may be made for enhancement to the images so as to safeguard other personnel by the use of masking their images out.

5.4 The system managers will provide as much information as possible without releasing the identity of any third party.

# 6. HUMAN RIGHTS ACT 1998

The Human Rights Act was brought into force on the 2nd October 2000. In ensuring compliance with this Act, the CCTV System is:-

Proportional - The number of cameras and areas being surveyed is proportional to the deployment of CCTV and its associated methods as outlined in this Code of Practice.

Legal - To comply with this and other legislation, only actions outlined in this Code of Practice are to be deployed. Each CCTV Operator will sign and hold a personal copy of this Code of Practice.

Accountable - The System is being monitored as outlined in this Code of Practice.

Necessary - That each CCTV installation and on-going monitoring is justified and continues to be so.

# 7. REGULATORY OF INVESTIGATORY POWERS ACT 2000

7.1 The Regulatory of Investigatory Powers Act 2000 relates to surveillance by the Police and other agencies, such as the Council, and deals in part with the use of directed surveillance.

7.2 Section 26 of this Act sets out what is directed surveillance in.

"Subject to Subsection (6), surveillance is directed for the purposes of this part if it is correct but not intrusive and is undertaken:

(a) For the purposes of a specific investigation or a specific operation.

(b) In such a manner as is likely to result in the obtaining of private information about a person (whether or not specifically identified for the purposes of the investigation or operations).

(c) Otherwise than by way of an immediate response to events or circumstances, the nature of which is such that it would not be reasonably practicable for an immediate authorisation under this part to be sought for the carrying out of surveillance.

7.3 There will be cause to monitor, for some time, a person or premises using the cameras. In nearly all cases, this will fall into sub section c above, i.e. it would be an immediate response to events or circumstances. In this case, it would not require (immediate) authorisation unless it were to continue for some time, this is interpreted as meaning hours rather than minutes.

7.4 If the Police or other public enforcement body wishes to utilise CCTV for a pre-planned incident or operation, then a letter of requirement is required from an Officer of Superintendent rank or above to the Town Centre Operations & Security Manager who will, if appropriate, then authorise the use of CCTV for this purpose.

7.5 If the authority is required immediately, then a request made by an officer of Inspector rank or above to the Town Centre Operations & Security Manager who will seek the necessary authorisation if appropriate.

7.6 The request must fall into the following subsection:

(a) Interests of national security;

(b) For the purposes of preventing or detecting crime or preventing disorder;

(c) In the interests of the economic well-being of the UK;

(d) In the interests of public safety;

(e) For the purposes of protecting public health;

(f) For the purposes of assessing or collecting any tax, duty, levy or other imposition, contribution or charge payable to a government department; or

(g) For any purpose (not falling within paragraphs (a) to (f)) which is specified for the purposes of this subsection by an order made by the Secretary of State.

The form to use is attached at schedule 8 (operational documents) or can be obtained by visiting the Home office web site [www.security.homeoffice.gov.uk/ripa](http://www.security.homeoffice.gov.uk/ripa)

#  8. FREEDOM OF INFORMATION ACT 2000

8.1 The Freedom of Information Act gives general rights of access to all types of 'recorded' information.

8.2 This Act compliments rights already provided within the Data Protection Act 1998 to personal and non-personal data.

8.3 Requests for information must be made in writing to the Town Centre Operations & Security Manager. Upon receipt and consideration of such a request, the applicant will be advised in writing of:

1. Whether the information exists
2. The right to receive the information

8.4 There are 23 provisions within the Act for the information not to be released, e.g. interests of national security, which the Operational Manager will take into account when considering any such requests.

8.5 The Council will respond to such written requests within 20 working days.

# 9. BUILDING ADMINISTRATION

## 9.1 Coalville CCTV Control Room

The CCTV Operator on duty is authorised to use their discretion to allow others into the CCTV control centre and associated premises if they consider it is appropriate to do so. The Visitor access log book should on all occasions be filled in by all persons entering the premises; this entry should also detail their purpose of the visit along with the date and time of arrival and departure.

The hours of normal operation are (although these are subject to change at short notice for operational reasons):

|  |  |  |
| --- | --- | --- |
| **Control Room** | **Start** | **Finish** |
| Monday | 10:30 | 18:30 |
| Tuesday | 10:30 | 19:30 |
| Wednesday | 10:30 | 18:30 |
| Thursday | 10:30 | 19:30 |
| Friday | 10:00 | 03:00 |
| Saturday | 10:00 | 03:00 |
| Sunday | No hours covered |

**Opening, Closing Procedures CCTV Control Room**

 The duty controller will contact the Contractors Control to confirm the commencement of each shift. The occurrence log will be noted.

 **Security of Offices/Control Room**

The Control Centre doors will remain locked at all times. Access will be strictly controlled from within.

Contractors must satisfy themselves of the identity of any person seeking access to the CCTV Centre.

If the reason and identity cannot be confirmed then the individual will be denied access.

 **Contractors**

 All contractors will be instructed to report to the Coalville CCTV Control room in the first instance. There should be no out of hour’s access. The Visitors log book must be completed when Contractors enter and leave the site.

## 9.2 Police

9.2.1 In general the Police should not require access to the Control room except in circumstances outlined in these instructions e.g. emergencies, major incidents and liaison purposes. In other cases it is anticipated that visits will be pre-arranged.

9.2.2 Whenever Police Officers arrive unexpectedly, the purpose of the visit should be established and confirmed with the respective Police Control Room.

9.2.3 Police Officers visiting the site are required to complete the logbook indicating time and purpose of visit.

9.2.4 Police officers should complete all of the necessary documentation; this includes documents for the releasing and returning of any images.

# 10. CONTROL ROOM PROCEDURES AND ADMINISTRATION

## 10.1 Room Administration

10.1.1 There must always be at least one controller present within the Control Room Area at all operational times.

10.1.2 The occurrence log must be maintained through operations, brief details of incidents should be shown together with action taken and results noted. The identity of telephone callers and responders should always be established and noted.

10.1.3 A visitor's book will be maintained in the CCTV Control Room. All visitors are requested to complete the book in the interest of Health and Safety requirements and system integrity.

10.1.4 The register for the use and reviewing of images will be completed on each shift. Continuity must be maintained, especially for evidential purposes.

10.1.5 DVD/Videotapes will be reviewed by Leicestershire Police or the appointed monitoring contractor.

10.1.6 Other duties may be designated to Control Room staff. They will have other responsibilities including liaison with other units, administering early warning schemes and Retail Radio Link / Pub Link Schemes etc.

10.1.7 Other administration functions which include maintaining filing, retaining photographic files, maintaining occurrence logs and any other duties to ensure the smooth running of the Control Room.

## 10.2 Communications

10.2.1 Dedicated telephone links/AIRWAVE radio system should be used to enable contact with Police Station Control.

10.2.2 The operatives will liaise with authorised store detectives and security staff to ensure their safety and in accordance with the Codes objectives.

10.2.3 The emergency procedures will be used in appropriate cases to call fire brigade or ambulance services.

* + 1. In addition, experience will show that liaison with other units will be necessary.
		2. Details should be available within the Control Room of points of contact with the following:
1. Ambulance Service
2. Leicestershire Police Constabulary
3. Car Park Management
4. Fire and Rescue Service
5. Other important contact details are available in the CCTV Business Continuity Plan, a copy of which is held in the CCTV Control Room’.

## 10.3 Training

10.3.1 Controllers will ensure that the new / relief staff are fully briefed and trained on all functions, operational and administrative, arising within the CCTV central operation.

10.3.2. Arrangements will also be made for staff to visit the relevant Police Stations. Reciprocal arrangements will be made for Police employees to visit CCTV control to view arrangements.

10.3.3 The monitoring contractor will develop and implement a training plan for CCTV Operators that includes:

a) Working conditions / terms of employment

b) The use of all appropriate equipment

c) The operation of all appropriate systems

d) The management of recorded material

e) All relevant legal issues

f) The progression to nationally recognised qualifications i.e. SIA Licensed

g) Privacy and disclosure issues

h) The disciplinary policy

I) The means to evaluate the effectiveness of the training given

j) The delivery of further training where identified as being necessary

k) A scheme of ongoing continuous development

l) The maintenance of all training given

## 10.4 Liaison

10.4.1 The CCTV system adds a dimension to Police / local authority and other partnerships in community safety. Regular meetings should be held between North West Leicestershire District Council, the Police and other appropriate bodies to ensure that appropriate liaison is maintained and problems dealt with or anticipated.

## 10.5 Image Recording

10.5.1 The system is supported by Digital recording facilities, which will function throughout the operations. In addition spot recording monitors are also available for instant recording of incidents.

10.5.2 Recordings will be retained for a period of 31 days (Retention period).

10.5.3 In the event of images being required for evidential purposes then it will be retained for the appropriate period in accordance with the Police and Criminal Evidence Act 1984 and the Criminal Procedures and Investigations Act 1996.

10.5.4 Any *J.Peg/DVD* images taken from the Recording Database should be ejected / destroyed from the system after the time allowed, (31 days the retention period).

## 10.6 Recording Procedures

10.6.1 The process for the recording of images is carried out onto a digital recorder.

a) At the commencement of each shift the CCTV operator should confirm that images are being recorded, a mention in the daily log book should be made to confirm this action has been carried out.

b) Monitoring staff should make a record of all images taken for investigation by Police officers/Third parties; it is then the responsibility of North West Leicestershire District Councils nominated Operational Manager to chase these up after a 3 month period.

## 10.7 Public Information

10.7.1 Cameras should not be hidden but should, as far as it is consistent with the purposes of the scheme be placed in public view.

## 10.8 Signs

10.8.1 Signs that CCTV cameras are operating will be displayed at the perimeter of the areas covered by the scheme and at other key points.

10.8.2 The signs will identify the owners of the scheme by name and by providing contact details. These will vary according to the Borough/District the cameras are located in and allow people entering the area to make a reasonable approximation of the area covered by the scheme.

10.8.3 Signs **should not unless necessary** be placed directly under cameras.

## 10.9 Health and Safety

10.9.1 All actions of the Control Room staff, Contractors and Managers, should not, in any way, breach Health and Safety legislation or contravene the Council's policies in respect of Health and Safety.

10.9.2 It is recognised that operators may well observe incidents which are of a stressful nature. The monitoring Contractor and owners of the scheme should have in place procedures for dealing with Post Traumatic Stress Disorder.

# 11. MONITORING PROCEDURES

## 11.1 Camera Controls

11.1.1 At least one controller must be present within the Control Room area throughout the operating hours.

11.1.2 The control of the system will always remain with North West Leicestershire District Council.

11.1.3 The controls must only be operated by control room staff, those under training and authorised by North West Leicestershire District Council management.

1. When incidents arise, information will be relayed to the Police and any formal request for them to assume control of the cameras will be accepted subject to legislative considerations. Details and responses will be noted in the log.
2. To assist in the detection of crime.
3. To facilitate the apprehension and prosecution of offenders in relation to crime and public order.
4. To prevent and mitigate interruptions to traffic flow (not to enforce minor breaches of traffic law).

11.1.4 In particular emergencies, major incidents, serious fires, North West Leicestershire’s Council management must be informed.

11.1.5 It is necessary for the Control Room staff to be aware of the purpose for which the cameras are required to ensure that the request is in line with the Code of Practice. In the case of major incidents, the Police may assume control within the Coalville CCTV Control Room. This will be subject to a formal request being made and subsequent approval of North West Leicestershire District Council and Police management. It is important however, that the controls are handled by the duty controllers or under their directions to maintain maximum efficiency.

11.1.6 When an incident is occurring the use of the camera viewing the incident should only be taken away when the incident has finished, liaison with the Police dispatch controller should be sought to confirm incident is over.

11.1.7 Where an incident is located by an operator and it is necessary to record it specifically, they will transfer the camera to the police and desk monitors and record the incident on the real time spot monitors.

Incidents will be recorded in their entirety and recording will cease when:

1. Person or persons involved have left the area or have been arrested.
2. Normal tranquillity has been resumed.
3. Normal traffic flow has been resumed.
4. A request is received to stop the monitoring of the area/individual.

## 11.2 Automatic Number Plate Recognition (ANPR)

A dual ANPR reader is installed and will be utilised at the discretion of the management of the system and in line with Police requests.

# 12. DVD/IMAGE RELEASE PROCEDURES

## 12.1 Control and Distribution of DVD’S/IMAGES (recorded material)

12.1.1 It is essential that procedures for the use and retention of images are strictly followed in order to preserve the facility to use them in future proceedings.

12.1.2 To ensure that DVD’s can be used in evidence, the following procedures are important:-

12.1.3 Controller should register date and time of incident and any relevant reference number.

12.1.4 If the DVD is archived, the reference number should be noted.

12.1.5 Controller to identify disc.

12.1.6 If handed to the Police or other authority, the register should be noted and details and signature of the recipient obtained.

12.1.7 Disks required for evidence will be retained for 6 months or until the conclusion of the case as directed.

12.1.8 The Image release / movement from must be completed in all cases.

12.1.9 The Officer in charge of the case should fax through the Detained property (POTF) reference number for all DVD/images received.

12.1.10 Tape/Disc/Documentation disposal is contracted out to Reisswolf who confirm document destruction by form of certification in line with Government guidelines.

## 12.2 Release of Discs/Images

12.2.1 Any DVD/tape/Still image released from the Control Room requires the control documentation to be completed indicating persons taking control of the disc and purpose.

12.2.2 A record will be maintained of the release of all footage to the Police or to other authorised applicants. A register will be available for this purpose.

12.2.3 Unless specifically authorised by North West Leicestershire District Council Management, any images may only be released to the Police for their investigation of crime or incidents relating to the codes objectives and PACE.

12.2.4 If it is necessary for the Police as part of a criminal investigation to show footage of a CCTV clip on a crime related television programme, then a written request should be received form a Police Officer of a rank no less than a Superintendent and written authority be granted by the Council for the images to be shown, if appropriate.

12.2.5 Images will not be released for use by Quasi crime/entertainment television programmes e.g. Crime watch, etc.

## 12.3 Access to Footage

12.3.1 The main source of requests for the images will be from the Police. The method of requests will arise in a number of ways including:-

12.3.2 Regular / daily requests for a review of recording to trace incidents that have been reported.

12.3.3 Immediate action relative to live incidents e.g. pursuit.

12.3.4 Major incidents that occur, tapes may be recording continuously.

12.3.5 Individual Police Officers seeking to review images within the Viewing Suite.

12.3.6 Management from various Council departments in the pursuance of town management, and subject to the approval of the Operational Controller. Any viewing of images must be carried out in the CCTV Control Room viewing suite. Any viewing of the disc must be carried out in the CCTV Control room Viewing Suite.

1. Requests for discs/images for reasons other than as set out above are subject to the approval of North West Leicestershire’s District Council’s Management r, and must comply with the objectives as set out in this Code of Practice and in accordance with PACE.
2. Control room staff must make sure that the image movement form is completed in all cases. (See Schedule 1).

## 12.4 Monitoring Procedures

12.4.1 The CCTV system is provided to ensure a safe area of coverage, it is important therefore that the monitoring methods are strictly applied.

Operators should, at all time conduct a panoramic "beat" of the areas covered, zooming and targeting only known targeted offenders and suspects of crime or current crime "hot spots" as advised by the Police. Under no circumstances will the system be used for voyeuristic or racial or any other reasons that would conflict with the objectives of the system.

12.4.2 Cameras will not be used to look into any private property.

12.4.3 The Police may use the CCTV system for training purposes with the written permission of North West Leicestershire District Councils Management. The image release procedure shall apply.

12.4.4 All operators are to be made aware that recordings are subject to routine audit by both the operational managers and the management of the monitoring contractor.

## 12.5 Review of CCTV images

When reviewing images from the system, the following will be documented on the Request to Review footage form.

1. The date and time of review.
2. The name of the person reviewing the images.
3. The name/s of the person/s viewing the images. If this includes third parties, should also include the organisation of the third parties.
4. The reason for the review.
5. The outcome (if any) of the viewing.
6. The date and time the images were returned to the system or secure store, if they have been retained for evidential purposes.
7. This information will be added to the sealed evidence bag to ensure continuity of evidence.
8. If stills or enhancement are required from any CCTV footage - the accepting Police Officer must make sure that the Image Movement form and hard still form are completed in full.

# 13. PHOTOGRAPHS

13.1 The photographic process should only be used to assist the identification of suspects, in training and for demonstration purposes.

13.1.1 Photographs will be supplied to the Police upon formal request a unique reference number (URN) will be inputted.

13.1.2 A file of photographs will be maintained showing appropriate references.

13.1.3 Photographs will not be supplied to members of the public or security staff.

13.1.4 Any points of dispute are to be referred to the operational managers.

# 14. SPECIAL CONTINGENCIES

14.1 When major incidents arise, serious public disorder, bomb explosion / threats, serious fires, the Police will be given the authority by North West Leicestershire District Council to supervise the CCTV Control Room in conjunction with the Operational Manager. The duty controllers will then respond accordingly and ensure that appropriate assistance and guidance is given but will retain the monitoring of the equipment controls. The log should record the time at which the Police assumed responsibility and again when normal duties resume.

14.2 In extreme cases, if people require sole occupation of the Control Room, this will be subject to agreement between the appropriate Superintendent and North West Leicestershire District Council.

14.3 In circumstances when problems are anticipated during any part of a shift, arrangements may be made for a Police Officer to be present within the CCTV Control Room for liaison purposes. This will normally apply for the duration of the incident and will be subject to the arrangements made by the Police Control Room Supervisor or Duty Officer but must not direct Operators in respect of surveillance, unless the issues associated with the Regulatory of Investigatory Powers Act have been considered and, if appropriate, complied with.

14.4 Should the Duty Controller receive phone calls regarding bomb threats or similar incidents, a full record of exactly what is said must be made.

# 15. INSTALLATION OF NEW / ADDITIONAL CAMERAS

15.1 As the CCTV system continues to grow, many requests are received for CCTV to be installed. It is necessary for each request to be considered alongside the agreed installation criteria. There is also the potential for a CCTV strategy to be developed and any new requests should fall into line with the strategy, rather than ad hoc requests.

# 16. POLICE RADIO

16.1 The CCTV Control Room has access to Police radios, these are used with due regard to the sensitive information over the airways and Data Protection.

 Attached as Schedule 5 is the jointly agreed protocol for the use of these radios.

# 17. COMPLAINTS

17.1 The Council operates a comprehensive complaints procedure.

In order to make a complaint, comment, or compliment please go to the councils corporate complaints procedure page and [complete the necessary form](http://www.nwleics.gov.uk/pages/complaints_comments_and_compliments) alternatively you can contact customer services direct on 01530 454545, or you can e-mail them at customer.services@nwleicestershire.gov.uk

# 18. AUDIT AND ANNUAL REPORT

18.1 Not less than annually, the Council shall prepare a report as to compliance with this Code by the District Council and Leicestershire Constabulary.

18.2 The District Auditor and the Internal Audit teams of the District Council comprising the Partnership may inspect the system at any time to assess its compliance with this Code of Practice.

18.3 Not less than annually the Operational Controller will report to the North West Leicestershire Partnership in Safer Communities on an evaluation of operational results set against the objectives of the scheme as set out in this Code of Practice.

# 19. INSTRUCTIONS

19.1 Instructions may not be received from Non Authorised Persons.

19.2 Where instruction or requests are received from sources other than authorised by this document (e.g. Councillors, other officers of the Council's) then the person should be referred to the Operational Manager in the first instance.

# 20. OWNERSHIP AND COPYRIGHT

20.1 The system is owned and managed by North West Leicestershire District Council.

The copyright in all material produced by the system shall reside in the Coalville CCTV control centre.

# 21. REVISIONS AND CHANGES TO THE CODE OF PRACTICE

21.1 The Code of Practice is a live document and will be kept under review. Not less than annually will the Code be reviewed.

# 22. SYSTEM EXTENSIONS - DECISION MAKING PROCESS

The decision making responsibility lies with North West Leicestershire District Council, who will take on board the relevant stakeholders concerns and requirements in relation to system extensions.

There should be sound business cases for any extensions taking place, e.g. backed by crime statistics, sound financial planning, strong project management of the new extension, understanding of the requirements.

# 23. BREACHES OF THE CODE OF PRACTICE

23.1 Responsibility for the security of the system, the complex, information and data rests with the operational manager.

23.2 Alleged breaches of this Code of Practice should, first of all, be investigated by the operational manager and the finding/s, with the recommended action should be reported to the operational controller.

23.3 Contractors will ensure that a breach of this Code of Practice is incorporated within the Assignment Instructions and any breach will result in instant dismissal of the individual concerned. There will also be a discussion with the contractor organisation to put in place remedial action.

# SCHEDULE 1

## DRAFT IMAGE MOVEMENT FORM

**To be completed by OIC**

**Part 1**

Today's Date

Today's Time

OIC

Contact Details

**Part 2**

Crime No

Incident No

Incident Date

Incident Time

Details of Incident

**Part 3**

CCTV Coverage North West Leicestershire District Council

Coalville Town Centre □

 Housing estates □

Ashby Town Centre □

Other/Private System (Tape/DVD therefore enclosed) □

**To be completed & Authorised by CCTV Operator**

**Part 4**

**Image Reference Number……………………**

Authorised Release from library (CCTV Operator)

Authorised to receive tape/DVD/Image from library (Person requesting)

Evidence Bag Number

**Part 5 (to be completed by person reviewing footage)**

**Evidence Available YES/NO**

Details

**Part 6**

Copy Provided YES/NO if Yes, copy tape reference

Stills Provided YES/NO if Yes, stills reference

Enhancement Undertaken YES/NO if Yes, copy tape reference

 (enhanced version)

ANPR Match YES/NO Tape ref if applicable

Handed to OIC Date

 Time

**Part 7**

**To be completed and filed by CCTV**

Returned to Storage

 (CCTV Operator/Accepting Officer)

Evidence Bag Reference

Library Reference

# SCHEDULE 2

## OPERATIONAL RESPONSIBILITIES

**Owner of Scheme:**

North West Leicestershire District Council

Council Offices

Coalville

Leicestershire

LE67 3FJ

**Operational Controller:**

Head of Regeneration and Planning

Telephone No: 01530 454555

Responsible for:

i. Executive for operational strategy and policy

Ii. Public Relations

**Operational Manager:**

Ian Nelson

 Planning Policy and Business Focus Team Manager

Telephone No: 01530 454677

Responsible for:

i. Operational responsibility for the day to day operation of the CCTV system.

ii. Day to day liaison with Monitoring Contractor and North West Leicestershire District Council officers.

iii. Day to day liaison and supervision of duty controllers.

iv. Day to day liaison with System Controller and authorisation of repairs, goods and services.

v. Liaison with Contractors and North West Leicestershire Police, Contractual and Financial matters.

vi. Compliance with Code of Conduct.

1. Authority for sole occupation of Control Room by Police
2. Management at major incidents

**Monitoring Contractor:**

Regent Security

**Police Liaison Officers**

PC 2195 Craig Turner

Signed:

On behalf of North West Leicestershire District Council

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On behalf of Leicestershire Constabulary

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On behalf of Regent Security

# SCHEDULE 3

## GENERAL OPERATIONS PROTOCOL - CCTV

The CCTV system operates in Coalville, Ashby & Agar Nook (Housing estate). It is a Digital system.

The system has 35 cameras in total 6 in Agar Nook, 9 in Ashby, 2 on Greenhill estate & 15 in Coalville, in addition there are 3 further cameras In the CCTV complex.

The scheme is financed by North West Leicestershire District Council, East Midlands Housing Association funds the 6 camera install on the Agar Nook housing estate, however the copyright remains with North West Leicestershire District Council.

The system is operated by a third party contractor (currently Regent Security) who has the responsibility of controlling the cameras and monitoring the system in line with current legislation and this Code of Practice.

The District Council is also responsible for maintaining the CCTV system.

# SCHEDULE 4

## Criteria For Installing Partnership CCTV System

These installation criteria will be applied separately for each Town or District within the Partnership. However, it is considered that the actual criteria provide an objective guide and are thus generally applicable.

**1. Public Safety**

The overall aim and purpose of the CCTV installation must not be lost. The system will only be added to where it is shown that public safety can be enhanced, (and crime reduced) and that these features are sustainable.

 Any proposed expansion must complement the original objectives.

 i. Assist in the detection of crime.

ii. Facilitate the apprehension and prosecution of offenders in relation to crime and public order.

iii. Prevent and mitigate interruptions to traffic flow (not to enforce minor breaches of traffic law).

iv. Assist in the reduction of fear of crime and reassurance to the public.

 v. Safeguard the privacy of individuals.

 vi. Assist the Council in the efficient management of the town.

Any proposal for future expansion of the CCTV system should have the support of the Police.

**2. Public Support**

Public confidence and acceptability is paramount in any CCTV system. It must be proven, through consultation, that the public in any proposed expansion areas support the installation of CCTV. This is particularly critical where expansion into semi-residential or residential areas is being considered. In addition to public consultation and where appropriate, other stakeholders should be consulted, this may include the Town Centre Partnerships or Forums, Chamber of Trade etc.

**3. Finance**

The capital finance for future CCTV expansion may be funded by the District Council or by external funding. In each instance it is also necessary to show that in addition to this capital funding element, resources are available to meet the revenue and replacement/repair costs of equipment.

It should not fall to North West Leicestershire District Council's Community Safety Partnership to finance the additional costs of expansion schemes proposed by other committees or agencies. There should be partnership funding arrangements in place to ensure sustainability for the scheme.

**4. Technical Compatibility**

Any additions to the CCTV system must be technically compatible with the existing equipment. Any technical specification must be approved and agreed by the Operational Manager, North West Leicestershire District Council.

 No sound will be recorded as part of the CCTV installation, except where "help points" are provided, in which case use of these should be recorded.

**5. Data Protection Act 1998**

It may be that further expansions to the CCTV system may effect the present position in respect of Data Protection. The CCTV Operations Group must consider this issue and be satisfied that the present position will not be adversely affected (or this Code and/or notifications under the Act are amended) prior to consideration by the appropriate District or Committee.

**6.** **Contact**

Initial contact, in any proposed expansion of the CCTV system in Coalville or Ashby Town Centre contact must be made to the Operational Manager in the first instance; this will then be discussed at the next CCTV officer working party.

# SCHEDULE 5

## Joint Protocol- The Use Of Police Radio

1. This protocol is a joint agreement between the nominated officers of the two agencies regarding the supply, installation and working use of the Airwave police radio equipment within the Coalville Council CCTV Control Room. It has been overseen by the Data Protection Officers from both agencies.

2. The nominated users are:

1. **North West Leicestershire Local Policing Unit Commander** (or the current Control Room CCTV Liaison Officer) - Leicestershire Constabulary
2. **Planning Policy and Business Focus Team Leader** - North West Leicestershire District Council.

3. The provision of the radio equipment will be funded by Leicestershire Police Constabulary.

4. The receiver will be permanently mounted in a secure fashion within the CCTV Control Room, which will be strictly access-controlled and during times when not staffed, protected by appropriate security/alarm measures. It will not be removed or moved form the CCTV Control Room without the knowledge of both nominated users.

5. The radio will give listening access to confidential and sometimes sensitive material. The intention of providing access to this information to the CCTV complex is exclusively for the prevention, detection and reduction of crime. Specifically it should allow for early and proactive use of the CCTV system in crime scenarios.

6. The appropriate method of communication between the Police and the control room staff will be by the use of the AIRWAVE Radio system which is currently in existence.

7. The designated users of the system will be the CCTV operators who will be expected to have a copy of this protocol and to have signed their consent to operate by it. Any actions or behaviours in breach of the protocol will be the responsibility of the District Council.

8. Designated users must comply with the following:

1. Material transmitted over the police airwaves is confidential and in some cases data-protected - particularly in the case of Police National Computer and Force Intelligence materials.
2. Police staff have a responsibility to prevent unnecessary broadcast of confidential information by correct use/withdrawal of talk-through, given the potential criminal use of scanners.
3. District Council staff have a responsibility to protect the data within their earshot and to be aware of the penalties set in criminal law under the Data Protection Act for unlawful disclosure or use.

9. Only staff nominated to have access to the police radio will be in a position to hear transmissions. If other persons visit the CCTV Control Room, the radio will be silenced or switched off to avoid non-designated persons hearing transmissions.

10. Any breaches or irresponsible use of this agreement will be brought to the attention of both nominated users and dealt with in a formal way which will be documented.

11. Any development or amendments to this working protocol will be brought to the multi-agency CCTV User Working Group by the Operational Manager at the District Council.

# SCHEDULE 6

## Data Subject Access Request Form

<http://www.nwleics.gov.uk/pages/cctv_and_the_data_protection_act>

**SCHEDULE 7 OPERATIONAL DOCUMENTS**

Request number …………………….

## Coalville Area CCTV Request to Review Footage

Nature of Enquiry / Incident..…………………………….…………………………………………….

Time ……………… Date ………………. Location ……………………………………

Crime No. …………/………/……………

***Persons: Arrested / Charged / Suspect / Defence request*** (indicate status of search)

I request the following Information; ……………………………………………………

…………………………………………………………………………………………..……

………………………………………………………………………………………………

………………………………………………………………………………………..………

………………………………………………………………………………………………

*I confirm that the personal data I am requesting to be reviewed and the relevant outcome* wi*ll not be shown or discussed with any 3rd party/Quasi/Media organisation.*

*I am aware of the current Code of Practice in place and agree to abide by its content and within the spirit of the CCTV system.*

Signed;………………………………………….. Rank & No… ……………………………

Name ………………………………………….. Date…………………………………….

 (Block Capitals)

Reply:

Location Not covered □

Request Does not meet minimum criteria □

System checked no footage at relevant time and location □ ……………………………………………………………………………………

Footage available please liaise to obtain copy/image of incident, this footage will not be available after the (date)……………………. In line with the 31 day retention period.

Time………..… Date…………...

Print …………………………………. Signature ………………………

*Please fax this form through to the CCTV control room (***01530833662***) include your own fax number for return reply. Please remember all information passed on to you from the CCTV centre is classified and should not be divulged to any 3rd party organization or individual.*

## Coalville Area CCTV Camera Number Location List

|  |  |  |
| --- | --- | --- |
| **Camera number** | **Camera Location Coalville** | **Area or Retail/Licensed premises Covered** |
| **Camera 1** | Corner of Belvoir Road & James Street |  |
| **Camera 2** | Belvoir Road |  |
| **Camera 3**  | Memorial Square/Wolsey Road/ Market Street |  |
| **Camera 4** | Ashby Road, o/s Police station High Street |  |
| **Camera 5** | Mantle Lane o/s Springboard Centre |  |
| **Camera 6** | Rear of Springboard Centre |  |
| **Camera 7** | High Street by the Miners Statue |  |
| **Camera 8** | Hotel Street/WHITWICK Road |  |
| **Camera 9** | Bridge Road |  |
| **Camera 10** | Rear Wilkinson’s street name? |  |
| **Camera 11** | Belvoir Shopping Centre |  |
| **Camera 12** | North Service Road car park |  |
| **Camera 13**  | South service road |  |
|  | **Camera Location Ashby**  | **Area or Retail/Licensed premises Covered** |
| **Camera 17** | Market Street @ number 100/100a CK House/Shoe Care |  |
| **Camera 18** | Market Street @ number 61 near Peacocks |  |
| **Camera 19**  | Market Street @ number 25 near Talk Sport |  |
| **Camera 20** | Market Street @ number 34a near Anderson Dixon & Roe |  |
| **Camera 21** | Market Street @ number 14 | **New Look** |
| **Camera 22**  | Kilwardby Street @ number 1 | **Shoulder of Mutton PH** |
| **Camera 23** | Elford Street/The Green |  |
| **Camera 24** | North Street Car Park |  |
| **Camera 25** | South Street Car Park |  |
|  | **Camera Location Agar Nook Housing Estate** | **Area Covered** |
| **Camera 33** | Oakham Drive opposite Belton Close |  |
| **Camera 34** | Agar Nook Court |  |
| **Camera 35** | Twyford/Seagrave Close |  |
| **Camera 36**  | Stretton Drive |  |
| **Camera 37** | Corner Stamford Drive |  |
| **Camera 38** | Rochdale close |  |
| **Camera 41** | Cropston drive- Greenhill |  |
| **Camera 42** | Blackbrook Court- Greenhill |  |
| **Camera 43** | Coalville Park |  |
| **Camera 44** | Coalville Park |  |

## Coalville Town CCTV Radio Log On Sheet

(Call signs to be logged on and off)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Call Sign** | **Store** | **Location/Camera number** | **Time on** | **Time off** |
| 001 | Police |  |  |  |
| 002 | Geoffs Toys |  |  |  |
| 003 | Subway |  |  |  |
| 004 | New Look |  |  |  |
| 005 | Woolworths |  |  |  |
| 006 |  Mason Chemist |  |  |  |
| 007 | Boots Chemist |  |  |  |
| 008 | Playland |  |  |  |
| 009 | Wilkinson |  |  |  |
| 010 | Shoezone |  |  |  |
| 011 | CBS |  |  |  |
| 012 | Savers |  |  |  |
| 013 | Argos |  |  |  |
| 014 | Burton/Dorothy? |  |  |  |
| 015 | Home Bargains |  |  |  |
| 016 | Jolleys |  |  |  |
| 017 | QS |  |  |  |
| 018 | Monkey Walk |  |  |  |
| 019 | Instore |  |  |  |
| 020 | The Victoria |  |  |  |
| 021 | Central Computers |  |  |  |
| 022 | Rosebys |  |  |  |
| 023 | Poundland |  |  |  |
| 024 | MCS Depart |  |  |  |
| 025 | MCS Super |  |  |  |
| 026 | Halfords |  |  |  |
| 027 | Emporium |  |  |  |
| 028 | Red House |  |  |  |
| 029 | Focus |  |  |  |
| 030 | Snibstone |  |  |  |
| 031 | ALDI |  |  |  |
| 032 | Police |  |  |  |
| 033 | Select |  |  |  |
| 034 | Lloyds Chemist |  |  |  |
| 035 | Litten Tree |  |  |  |
| 036 | Choices video |  |  |  |
| 037 |  |  |  |  |
| 038 | Engineers Arms |  |  |  |
|  039 | The Leicester Inn |  |  |  |
| 060 | NWLDC dual Andy |  |  |  |
| 061 | NWLDC Market |  |  |  |
| 062 | NWLDC Toilets |  |  |  |
| 063 | NWLDC dual Tony |  |  |  |
| 064 | NWLDC dual |  |  |  |
| 065 | NWLDC dual Chris |  |  |  |

FORM NUMBER: ………………

## Tape/DVD/Image Release Management Form

I

Of

 Take possession of DVD/Tape/Image reference ………………….. which contains evidence that has been recorded on NWLDC/ Coalville area CCTV system on (Time & Date) ……........................ I seize this DVD/Tape/Image in relation to the following incident ………………………………. and I fully understand that it will only be used in order to detect and/or prevent crime.

I also agree to fax to the CCTV control room (01530833662) the POTF Reference number to ensure an equal point of reference.

By taking possession of this DVD/Tape/Image I fully understand that I shall NOT RELEASE IT TO ANY THIRD PARTY or to allow any other person to see the recorded material who has no interest in the investigation.

I agree that I will not copy or reproduce it in anyway and that any additional copies required will be undertaken at the Coalville CCTV centre Image Review suite.

I understand that this DVD/Tape/Still image should not be released to any of the MEDIA ORGANISATIONS and that it should be RETURNED TO THE COALVILLE CCTV CENTRE AS SOON AS THE CASE FOR WHICH IT HAS BEEN SEIZED HAS BEEN COMPLETED.

I am aware of the Code of Practice in place and agree to abide by all aspects of the said Code and within the spirit of the CCTV system.

I will not permit any person who has no direct dealings with this investigation to see the contents of this DVD/TAPE/STILL IMAGE without the written permission of North West Leicestershire District Council (the owners of Coalville area CCTV system) except for the purpose of training.

Police officer in charge of case

Case reference/Crime number

**Signed (Police Officer) Date**

FORM NUMBER: …………….

## Coalville CCTV Area Tape/DVD/Image Management Return Form

I ………………………………….. (Operator name) have been handed DVD/Tape/Still image reference number ……………………………….

This was taken away from the Coalville area CCTV system for investigation purposes by ……………………………… on the (date) ……………………

I have been informed that this evidence is no longer required and I confirm that I will dispose of the evidence in line with the current Code of Practice and Operational Guidelines.

The content of the returned evidence has not been verified.

Name (CCTV Staff)

Signed (CCTV Staff)

Date returned

Date of destruction or

Secure storage reference number

|  |  |
| --- | --- |
| Operation Reference number \* (filing reference) | CCTV/ |

**Part II Regulation of Investigatory Powers Act 2000**

## Review of a Directed Surveillance Authorisation Form

|  |  |
| --- | --- |
| **Public Authority***(including address)* |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Applicant** |  | **Unit/Branch /Division** |  |
| **Full Address** |  |
| **Contact Details** |  |
| **Operation Name** |  | **Operation Number\*****\*Filing Ref** |  |
| **Date of authorisation or last renewal** |  | **Expiry date of authorisation or last renewal** |  |
|  | **Review Number** |  |

|  |
| --- |
| **Details of review:** |
| 1. **Review number and dates of any previous reviews.**
 |
| **Review Number** | **Date** |
|  |  |

|  |
| --- |
| 1. **Summary of the investigation/operation to date, including what private information has been obtained and the value of the information so far obtained.**
 |
|  |

|  |
| --- |
| 1. **Detail the reasons why it is necessary to continue with the directed surveillance.**
 |
|  |

|  |
| --- |
| 1. **Explain how the proposed activity is still proportionate to what it seeks to achieve.**
 |
|  |

|  |
| --- |
| 1. **Detail any incidents of collateral intrusion and the likelihood of any further incidents of collateral intrusions occuring.**
 |
|  |

|  |
| --- |
| 1. **Give details of any confidential information acquired or accessed and the likelihood of acquiring confidential information.**
 |
|  |

|  |
| --- |
| 1. **Applicant's Details**
 |
| **Name (Print)** |  | **Tel No** |  |
| **Grade/Rank** |  | **Date** |  |
| **Signature** |  |

|  |
| --- |
| 1. **Review Officer's Comments, including whether or not the directed surveillance should continue.**
 |
|  |
|  |
| 1. **Authorising Officer's Statement.**
 |
| I, [insert name], hereby agree that the directed surveillance investigation/operation as detailed above [should/should not] continue [until its next review/renewal][it should be cancelled immediately]. |
| **Name (Print)** |  | **Grade / Rank** | - - - - - - - - - - - - - - - - - - - - - |
| **Signature** | - - - - - - - - - - - - - - - - -  | **Date** | - - - - - - - - - - - - - - - - - - - - -  |
|  |
| 1. **Date of next review.**
 |  |