






### **Proposed CCTV locations – Saltash**

Saltash Town Council has engaged with key stakeholders, including Safer Saltash and the Police, to identify priority locations for CCTV installation.

These locations are still to be confirmed as suitable by PCC and permissions to be acquired from Cornwall Council.

Lamppost:	Location:	Suitability (y / n)... traffic management / energy supply / diameter etc?
B052	<a href="#">Old Ferry Road (including Blue cabin Office)</a> 	Delegate to Admin Officer to determine suitability for this column
B105	<a href="#">Ashtorre Rock - Public Toilet Block</a> 	Delegate to Admin Officer to determine suitability for this column
T018	<a href="#">North Road between bridge junction &amp; Saltmill</a> 	Delegate to Admin Officer to determine suitability for this column

A108	<a href="#">Adjacent to Union Inn</a> 	Delegate to Admin Officer to determine suitability for this column
C050	<a href="#">Lower Fore Street</a> 	Delegate to Admin Officer to determine suitability for this column
R006	<a href="#">Top of Lower Fore Street</a> 	Delegate to Admin Officer to determine suitability for this column
R013	<a href="#">Fore Street</a> 	Delegate to Admin Officer to determine suitability for this column

C197	<a href="#">Top of Fore Street</a> 	Delegate to Admin Officer to determine suitability for this column
127KL	<a href="#">Saltash Leisure Centre</a> 	Delegate to Admin Officer to determine suitability for this column

Date : 7 February 2025

Customer Contact : **Lee Wright**  
 Customer : **Saltash Town Council**  
 Quote Reference : **360-01235-OLW3F-MR060225**  
 Project / Site : **Plymouth Council**

Qty	Product Code	Description	Unit Cost (£)	Total (£)
3	INV-32U-IRWL-5G-TXA-5YR-EB-256-PLCC	Invictus ULTRA 32:1, HYBRID 1080P, ULTRA Low Light, HMA, Wiper & IR/White Light TXA Direct 5G Cellular Instant Surveillance transmission system for Invictus – 256Gb Edge Recording Extreme Coastal Black Paint – Invictus Warranty 5 Year – Wall Bracket Mount – 10M Twin Flex	£4,678.00	£14,034.00
3	INV-WBKT-EB	Invictus Wall Bracket Coastal Paint	£69.00	£207.00
3	BS-NEW	Bird Spike (With Lamps)	£25.00	£75.00
3	INV-PMB-EB	Pole Mounting Clamp for Invictus Wall Bracket	£65.00	£195.00
3	INV-SM-PSU	Invictus TXA PSU (30vDC for dual power of TXA and Invictus)	£159.00	£477.00
3	RD-APN-TXA	TXA APN/Fixed IP Connection ( <b>60 Months</b> ) (Incl. <b>5 YEAR</b> 5G SIM)	£4,500.00	£13,500.00



**Proudly Designed & Manufactured in the UK**

Sub Total: £28,497.00  
 Shipping: £50.00  
 Taxes: £5,709.40  
 Total: £34,256.40

The above is intended as a parts list only and not as a system design or specification.

Standard paint is not suitable for coastal/marine use.

If the application for the above quotation is in a coastal/marine/extreme weather environment, please ask your sales contact to quote our 'Coastal Paint' or Stainless Steel options. No responsibility is accepted by 360VT for inappropriate paint/finish selection. For further information regarding paint care and maintenance, refer to our installation manual

All our products come with 3 years warranty as standard (12 months on Wiper motor and Blade)

Extended warranty options available. Please note: Extended warranties MUST be purchased at the same time as the purchase of the related 360 product. Orders for extended warranties will not be accepted after product sale/despatch.

360 Vision Technology Ltd Terms and Conditions of Sale Apply. Available on request.

Valid for 30 days from the date shown.

360 Vision take no responsibility for issues resulting from mounting cameras or radar products on inadequate or unsuitable structures/columns. We are able to provide recommendations on appropriate mounting options if required. Please get in touch if you would like further advice on this.

Date : 6 February 2025

Sales Contact :

Customer Contact :

Lee Wright

Customer :

Saltash Council

Quote Reference :

360-JW06022025-SCC 5YR

Project / Site :

Saltash Council 5Year Option

Qty	Product Code	Description	Unit Cost (£)	Total (£)
3	INV-32-IRWL-EB	Invictus 32:1, HD 1080P, Wiper & IR/White Light c/w Extreme Coastal Black Paint	£4,483.00	£13,449.00
	SDCS-5G	SDCS 5G Cellular Instant Surveillance transmission system housed in an IP66 aluminium alloy and SECC steel enclosure complete with Antenna, Modem, Power Supply and Main Fuse isolation and 10m of 3core mains Flex		
	5YR	Invictus 360 Vision Technology Warranty 5 Years		
	256	256Gb Edge Recording		
	WB-PMA	Wall Bracket Mount and Pole Mount Clamp		
	BS	Bird Spike		
3	SDCS-APN/SIM	5-year APN/Fixed IP Connection and 5G SIM data package (60 Months)	£4,500.00	£13,500.00

Sub Total:	£26,999.00
Shipping:	£50.00
Taxes:	£5,409.80
<b>Total:</b>	<b>£32,458.80</b>

SDCS APN fixed IP address service on the EE, Vodafone or Three networks

5 year Data SIM and APN contract, with 30 day notice month end after the initial contract period  
Fair usage policy 1Tbyte per month per data sim

*Valid for 30 days from the date shown*

Customer Contact : **Lee Wright**  
 Customer : **Saltash Council**  
 Quote Reference : **360-JW11022025-SCC 5YR**  
 Project / Site : **Saltash Council 5Year Option**

Qty	Product Code	Description	Unit Cost (£)	Total (£)
5	INV-32-IRWL-EB	Invictus 32:1, HD 1080P, Wiper & IR/White Light c/w Extreme Coastal Black Paint	£4,483.00	£22,415.00
	SDCS-5G	SDCS 5G Cellular Instant Surveillance transmission system housed in an IP66 aluminium alloy and SECC steel enclosure complete with Antenna, Modem, Power Supply and Main Fuse isolation and 10m of 3core mains Flex		
	5YR	Invictus 360 Vision Technology Warranty 5 Years		
	256	256Gb Edge Recording		
	WB-PMA	Wall Bracket Mount and Pole Mount Clamp		
	BS	Bird Spike		
5	SDCS-APN/SIM	5-year APN/Fixed IP Connection and 5G SIM data package (60 Months)	£4,500.00	£22,500.00

Sub Total:	£44,915.00
Shipping:	£50.00
Taxes:	£8,993.00
<b>Total:</b>	<b>£53,958.00</b>

**SDCS APN fixed IP address service on the EE, Vodafone or Three networks**

**5 year Data SIM and APN contract, with 30 day notice month end after the initial contract period**  
**Fair usage policy 1Tbyte per month per data sim**

*Valid for 30 days from the date shown*

DATE [.....] April 2025

SALTASH TOWN COUNCIL (STC)  
and  
PLYMOUTH CITY COUNCIL (PCC)

AGREEMENT RELATING TO MONITORING  
OF, REPORTING AND INFORMATION  
SHARING IN RELATION TO CLOSED  
CIRCUIT TELEVISION (CCTV) CAMERAS  
INSTALLED IN THE TOWN OF SALTASH,  
CORNWALL.

CCTV Monitoring service level agreement between:  
Saltash Town Council & Plymouth City Council.

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**BETWEEN:**

(1) SALTASH TOWN COUNCIL of Council Offices – The Guildhall, Lower Fore Street, Saltash, Cornwall, PL12 6JX; and

(2) PLYMOUTH CITY COUNCIL of Council Offices – Ballard House, 26 West Hoe Road, Plymouth, PL1 3BJ.

**1. Recitals**

1.1 Saltash Town Council has closed-circuit television cameras within Saltash.

1.2 Plymouth City Council is providing services under the provisions of section 1 of the Local Authority (Goods and Services) Act 1970 and has agreed to monitor closed-circuit television images from these cameras, and report incidents and share information as per the Third Schedule.

**2. Definitions**

The following terms shall have the following meanings: -

2.1 “Camera” means any one of the Cameras either fixed, pan/tilt/zoom or dome fully functional camera

2.2 “Cameras” means all closed-circuit television cameras owned and installed by Saltash Town Council.

2.3 “Code” means the Code of Practice for CCTV operators from time to time in force as adopted by the Information Commissioner or any code or guidance which is designed to replace the Code.

2.4 “Commencement Date” means the 1st day of April 2025.

2.5 “Control Room” means the room in the Premises which contains the screens which are part of the Equipment.

2.6 “Data controller”, “data processor”, “data subject”, “personal data”, “processing” and “appropriate technical and organisational measures” shall have the meanings as set out in Data Protection Legislation.

2.7 “Data Protection Legislation” means all applicable privacy and data protection laws including the Data Protection Act 2018, the UK GDPR any laws which implement or supplement any such laws and any laws which replace extend re-enact consolidate or amend any of the foregoing.

2.8 “Expiry Date” means the 31st day of March 2028 (5 years from the Commencement Date).

2.9 “Equipment” means the equipment specified in Schedule A.

2.10 “Notice” means a notice complying with the terms of Clause 10.9 of this Agreement.

2.11 “Operator” means a person employed by Plymouth City Council to work wholly or mainly in the Control Room.

2.12 “Purposes” means those purposes detailed in the Schedule D.

2.13 “Permitted Recipients” means the parties and their employees, and third-party contractors whose access to the Shared Personal Data is necessary for the performance of those individuals' authorised duties and who are subject to appropriate duties of confidentiality.

2.14 “Regulatory Communication” means a communication from the UK Information Commissioner (or any other competent data protection regulator) relating to any

actual or alleged non-compliance with Data Protection Legislation by a party with respect to the Shared Personal Data.

2.15 “Security Incident” means a personal data breach, whereby Shared Personal Data is lost, stolen or otherwise compromised, with or without fault on the part of the party who had possession of it.

2.16 “Shared Personal Data” means the personal data shared between the parties under this agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

i. Personal data will include data which can identify a natural person (data subject), through use of an identifier such as a name, location data, or to one of more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity. This may include the use of sensitive personal data as listed below. No data will be shared if it not required for the purposes listed in the Schedule D.

ii. Personal data revealing racial or ethnic origin.

2.17 “The Payments” means the sum or sums set out in Schedule B.

2.18 “The Premises” means CCTV Control Centre, The Greenhouse, The Ride, Plymouth or in such location or locations as agreed in writing between Plymouth City Council and Saltash Town Council (provided that if Plymouth City Council desires to change premises, then Saltash Town Council shall not unreasonably withhold its consent).

2.19 “The Purposes” means the purposes for which the system is to be run from time to time which are to be established by reference to the provisions of Schedule D.

2.20 “The Services” means the obligations specified in the Schedule C.

2.21 “The System” means the cameras, the equipment and associated cabling and electronic equipment serving the system wherever it may be situated.

2.22 “The Term” means the period from the Commencement Date to the earlier of the Expiry Date or the date on which this Agreement is terminated in accordance with the provisions of this Agreement.

2.23 “UK GDPR” means the UK General Data Protection Regulation.

iii. Data concerning a natural person’s sex life or sexual orientation.

2.24 In this Agreement:

2.24.1 a reference to this Agreement includes its schedules.

2.24.2 the table of contents, background section and the clause, paragraph, schedule, or other headings in this Agreement are included for convenience only and shall have no effect on interpretation.

2.24.3 a reference to a ‘party’ includes that party’s successors and permitted assigns.

2.24.4 words in the singular include the plural and vice versa.

2.24.5 any words that follow ‘include’, ‘includes’, ‘including’, ‘in particular’ or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words.

2.24.6 a reference to ‘writing’ or ‘written’ includes any method of reproducing words in a legible and non-transitory form (including via e-mail).

2.24.7 references to any laws include any replacing, amending, extending, re-enacting or consolidating of any such laws.

2.24.8 a reference to any law includes all subordinate legislation made from time to time under that law.

### **3. Appointment**

Saltash Town Council appoints Plymouth City Council to carry out the Services for the Term in return for the Payments.

### **4. Plymouth City Council's obligations**

4.1 Services: Plymouth City Council shall for the duration of the Term carry out the Services.

4.2 Confidential Information: Other than as required by law not at any time during or after the Term to divulge or allow to be divulged to any person any confidential information relating to the business or affairs of Saltash Town Council.

4.3 Delegation: Not to delegate any duties or obligations arising under this Agreement otherwise than may be expressly permitted under its terms.

4.4 Equipment: Not to cause or permit anything which may damage or endanger the Equipment, the System or other property of Saltash Town Council or Saltash Town Council's title to it or assist or allow others to do so.

4.5 Indemnity: To indemnify and keep indemnified Saltash Town Council from and against any and all loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by Saltash Town Council resulting from a breach of this Agreement by Plymouth City Council including:

4.5.1 any act, neglect, or default of Plymouth City Council's employees or agents

4.5.2 breaches in respect of any matter arising from the supply of the Services resulting in any successful claim by any third party.

The foregoing indemnity shall be limited to the levels of insurance specified in Clause 4.6 and include any breaches of the Data Sharing Agreement.

4.6 Insurance:

4.6.1 to maintain at its own cost a comprehensive policy of insurance to cover the liability of Plymouth City Council in respect of any act or default for which it may become legally liable to indemnify Saltash Town Council under the terms of this Agreement.

4.6.2 To arrange that the minimum cover per claim of that policy is £5,000,000.

4.7 Notice: Either party is required to give 3 months' notice in writing of the wish to terminate the agreement and the service recipient shall pay any costs incurred in respect of disconnection of the Equipment from the Control Room.

4.8 To comply with the terms of any Notice specifying a breach of the provisions of this Agreement and requiring the breach to be remedied so far as it may be but nothing in this clause is intended to require Saltash Town Council to serve notice of any breach before taking action in respect of it.

4.9 Plymouth City Council will at all times comply:

4.9.1 with the requirements of the Health and Safety at Work Act 1974 and any other Acts Regulations or Orders pertaining to health and safety of employees; and

4.9.2 with the provisions of the Equality Act 2010 and any amendments thereto or any such Act as may from time to time be in force and shall use reasonable endeavours to comply with any code of practice issued thereunder by the Commission for Racial Equality or any successor body thereto.

### **5. Saltash Town Council Obligations:**

5.1 In consideration of the Services to be rendered by Plymouth City Council under this Agreement Saltash Town Council agrees to make the Payments in reasonable time in accordance with the provision of Schedule B.

5.2 To carry out the obligations of Saltash Town Council in relation to the Services.

5.3 Indemnity: To indemnify and keep indemnified Plymouth City Council from and against any and all loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by Plymouth City Council resulting from a breach of this Agreement by Saltash Town Council including:

5.3.1 any act, neglect or default of Saltash Town Council employees or agents.

5.3.2 breaches in respect of any matter arising from the supply of the Services resulting in any successful claim by any third party. The foregoing indemnity shall be limited to the levels of insurance specified in clause 5.4 and include any breaches of the Data Sharing Agreement.

5.4 Insurance: To maintain at its own cost a comprehensive policy of insurance to cover the liability of Plymouth City Council in respect of any act or default for which it may become liable to indemnify Saltash Town Council under the terms of this Agreement. To arrange that the minimum cover per claim of that policy is £5,000,000.

5.5 Saltash Town Council will:

5.5.1 notify the CCTV management team concerning any ongoing issues within the area with the overarching objective of preventing and detecting crime.

5.5.2 provide Plymouth City Council with emergency contact details and guidance, ensuring that this is accurate and up to date if out of hours support is needed.

5.5.3 endeavour to maintain foliage on their land, ensuring that CCTV images are not impacted.

5.6 Saltash Town Council will at all times comply:

5.6.1 with the requirements of the Health and Safety at Work Act 1974 and any other Acts Regulations or Orders pertaining to health and safety of employees; and

5.6.2 with the provisions of the Equality Act 2010 and any amendments thereto or any such Act as may from time to time be in force and shall use reasonable endeavours to comply with any code of practice issued thereunder by the Commission for Racial Equality or any successor body thereto.

## **6. VAT**

6.1 All sums payable under this Agreement unless otherwise stated are exclusive of VAT and other duties or taxes.

6.2 Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums.

## **7. No liability on the part of Plymouth City Council unless the Plymouth City Council is in default.**

7.1 Plymouth City Council shall not be liable to Saltash Town Council for loss or damage to the System or any property of Saltash Town Council unless due to the negligence or other failure of Plymouth City Council to perform its obligations under this Agreement or under the general law.

7.2 In the event of Plymouth City Council being unable to provide the Services over a single period of twenty-four hours (or a collection of occurrences in any one quarter which is more than twenty-four hours) then the Parties shall adjust the next payment as compensation to Saltash Town Council for the break in service.

## **8. Termination for breach**

The following obligations are conditions of this Agreement and any breach of them shall be deemed a fundamental breach which shall subject to sub-clause 8.4 hereof

determine this Agreement and the rights and liabilities of the parties shall then be determined in accordance with Clause 9.

8.1 Failure on the part of Saltash Town Council to make payment of all sums due to Plymouth City Council under the terms of this Agreement within twenty-eight days of the sums becoming due.

8.2 Failure on the part of Plymouth City Council to observe any obligation under this Agreement not requiring notice to be served and in the case of obligations requiring notice to be served failure to comply with the terms of any Notice.

8.3 The doing or permitting of any act by which Saltash Town Council's rights in the Equipment may be prejudiced or put in jeopardy.

8.4 Before Plymouth City Council shall exercise its right to determine this Agreement pursuant to Clause 8 hereof it shall serve written notice on Saltash Town Council giving twenty-eight days' notice of its intention to determine this Agreement.

## **9. Termination consequences**

In the event of this Agreement being determined whether by effluxion of time or pursuant to Clause 8, Notice, breach or otherwise:

9.1 Saltash Town Council shall immediately pay to Plymouth City Council all arrears of the Payments and any other sums due under the terms of this Agreement.

9.2 Either party shall be entitled to exercise any one or more of the rights and remedies given to it under the terms of this Agreement and the determination of this Agreement shall not affect or prejudice such rights and remedies and each party shall be and remain liable to perform all outstanding liabilities under this Agreement notwithstanding that the other party may have exercised one or more of the rights and remedies against it.

9.3 Any right or remedy to which either party is or may become entitled to under this Agreement, or in consequence of the other's conduct, may be enforced from time to time separately or concurrently with any right or remedy given by this Agreement, or now or afterwards provided for and arising by operation of law, so that such rights and remedies are not exclusive of the other or others but cumulative.

## **10. Miscellaneous**

10.1 Warranty: Each of the parties warrants its powers to enter into this Agreement and has obtained all necessary approvals to do so.

10.2 Interest: All sums due from either of the parties to the other which are not paid on the due date (without prejudice to the rights of either party under this Agreement) shall bear interest from day to day at the annual rate of 4% over the base lending rate of Barclays Bank Plc for the time being in force.

10.3 Receipt: The receipt of money by either party shall not prevent either of them from questioning the correctness of any statement in respect of such money.

10.4 Force Majeure: Both Parties shall be released from their respective obligations in the event of National emergency, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this Agreement impossible whereupon all money due under this Agreement shall be paid immediately and in particular:

10.4.1 Saltash Town Council shall immediately pay to Plymouth City Council all arrears of the Payments; and

10.4.2 each party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party in enforcing its rights under this Agreement.

10.5 Variation of amount of the Payments: The amount of the Payments shall be reviewed annually on the anniversary of the Commencement Date and shall be increased or decreased (as the case may be) by the same percentage increase or decrease (as the case may be) of the Retail Prices Index for the preceding period of twelve months. Provided that if the Retail Prices Index shall cease to exist such other index the compilation of which as nearly as possible matches that of the Retail Prices Index shall be used.

10.6 Severance: If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or by agreement between the Parties it may be severed from this Agreement.

10.7 Whole Agreement: Each party acknowledges that this Agreement contains the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.

10.8 Discretion: Any discretion, exercise of discretion, judgement or opinion or approval of any matter mentioned in this Agreement or arising from it shall be binding on a party only if in writing and shall be at its sole discretion unless otherwise expressly provided in this Agreement.

10.9 Notices: Any notice to be served on either of the parties by the other shall be sent by pre-paid recorded delivery or registered post to the address of the relevant party shown at the head of this Agreement or by electronic mail to the e-mail addresses below and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent on a working day (Monday – Friday between 9.00am and 5.00pm) by electronic mail to the email addresses below or such other e-mail addresses notified to each party by the other party:

Plymouth City Council: [CCTV@Plymouth.gov.uk](mailto:CCTV@Plymouth.gov.uk)

Saltash Town Council: [need email addresses](#)

10.10 Headings: Headings contained in this Agreement are for reference purposes only and should not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

10.11 Proper law and jurisdiction

10.11.1 This Agreement shall be governed by English Law in every particular including formation and interpretation and shall be deemed to have been made in England.

10.11.2 Any proceedings arising out of or in connection with this Agreement may be brought in any court of competent jurisdiction.

10.11.3 Any notice of proceedings or other notices in connection with or which would give effect to any such proceedings may without prejudice to any other method of service be served on any party by post.

10.12 Rights cumulative: All rights granted to either of the Parties shall be cumulative and no exercise by either of the parties or any rights under this Agreement shall restrict or prejudice the exercise of any other right granted by this Agreement or otherwise available to it.

10.13 Survival of terms: No term shall survive expiry or termination of this Agreement unless expressly provided.

10.14 Waiver: The failure by either party to enforce at any time or for any period any one or more of the terms and conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

10.15 Costs: Each of the parties shall pay its own costs and expenses incurred by it in connection with the drafting and completion of this Agreement.

10.16 No assignment or sub-contracting: Neither party shall assign or sub-contract any of its rights or obligations under this Agreement without the prior written consent of the other party (such consent may not be unreasonably withheld or delayed).

10.17 Both parties shall comply with all applicable anti-bribery and anti-corruption laws, having regard to the nature of the Services and the jurisdictions involved ("Applicable Law"). Neither party shall knowingly place the other in breach of any Applicable Law.

10.18 Data Protection: The parties shall comply with the Data Sharing Provisions set out in the Schedule E to facilitate the disclosure of information under this Agreement.

10.19 Freedom of Information:

10.19.1 Both parties are subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.

10.19.2 In the event of receiving requests for information, the other party will do all things reasonably necessary to assist the party who received the request, in meeting the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.

10.20 The parties hereby agree that for the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to confer a benefit upon anyone apart from the parties to this Agreement.

## **11. Dispute Resolution:**

11.1 Where there is a dispute, the aggrieved party shall notify the other party in writing of the nature of the dispute with as much detail as possible about the deficient performance of the other party. A senior representative of each of the parties shall meet in person or communicate by telephone within 5 working days of the date of the written notification in order to reach an agreement about the nature of the deficiency and the corrective action to be taken by the respective parties. If the dispute cannot be resolved, or if the agreed upon completion dates in any written plan of corrective action are exceeded, either party may seek its remedies as provided below.

11.2 The parties may agree in writing to settling the dispute by way of Alternative Dispute Resolution.

11.3 If the parties cannot resolve the dispute by the procedure set out above, the parties shall irrevocably submit to the exclusive jurisdiction of the courts of England and Wales for the purposes of hearing and determining any dispute arising out of this Agreement.

12. Electronic Signature:

12.1 The parties agree that this Agreement may be signed by electronic signature (whatever form the electronic signature takes). When signing by electronic signature the parties confirm that this method of signature is conclusive of the parties' intention to be bound by this Agreement as if signed by each party's manuscript signature.

This Agreement has been entered into on the date stated on pages 1 and 3.

Signed for and on behalf of SALTASH TOWN COUNCIL

.....  
Authorised Signatory

Signed for and on behalf of PLYMOUTH CITY COUNCIL

.....  
Authorised Signatory



**SCHEDULE A: The Equipment**

All equipment, cabling or cable channels and ducts installed in the Plymouth City Council Control Room are the property of Plymouth City Council.

All equipment, cabling or cable channels and ducts installed in the Saltash town centre are the property of Saltash Town Council.

**SCHEDULE B: The Payments**

1. Subject to Clause 10.5 the Parties have agreed an annual fees of £50 per camera per month/£150 per camera per quarter/£600 per camera per year. This contract is for 3 cameras.

Year 1 £1,800

Year 2 £1,800

Year 3 £1,800

Year 4 £1,800

Year 5 £1,800

2. Payment of the said fees will be made quarterly in arrears on 31st July, 31st October, 31st January & 30th April.

3. The quarterly amount to be paid is therefore 25% of the annual fee.

4. Any further sum which has been agreed for the provision of additional services provided by or on behalf of Plymouth City Council with Saltash Town Council shall be by express agreement.

**SCHEDULE C: The Services**

1. Installation of equipment

1.1 Saltash Town Council will provide all external Equipment and arrange for it to be installed and set up by suitably qualified and experienced persons.

1.2 Equipment commissioning may only take place at a time reasonably convenient to Plymouth City Council and must be carried out in such a way as to minimise the interruption of work carried on at the Premises and the work carried on in the Control Room in particular.

1.3 Installation under paragraph 1.1 above does not include connection into the system belonging to Plymouth City Council which Plymouth City Council will arrange as quickly as possible after installation under paragraph 1.1.

1.4 If the location of the Premises changes during the Term, then Plymouth City Council will arrange for the equipment to be removed and re-installed at the new Premises.

1.5 Plymouth City Council will permit the Equipment to be connected to any equipment belonging to Plymouth City Council which is needed in order to control the Cameras PROVIDED THAT if the Equipment or any part of it ceases to operate

correctly then Plymouth City Council may disconnect the Equipment until it is repaired.

1.6 When replacing any equipment to which the Equipment is connected at Plymouth City Council, Saltash Town Council will take into account the need for the new equipment to be as compatible with the Equipment and the Cameras as possible having regard to the need to provide modern equipment.

1.7 Plymouth City Council may allow Saltash Town Council to connect additional cameras to the Equipment.

1.8 Saltash Town Council shall make sure that the Cameras and the Equipment are always maintained properly and in good working order (Plymouth City Council may agree to provide maintenance and repair services in Saltash Town Council at extra cost).

## 2 Erection of Cameras and other matters:

2.1 Saltash Town Council will make sure that before any camera is installed the Data Protection Impact Assessment process has been completed and published to ensure that the System complies with the Data Protection Legislation.

2.2 Saltash Town Council must make sure that every Camera in place at the Commencement Date and any new camera installed during the Term and any Camera whose location is altered during the Term is designed in accordance with the Code.

2.3 In paragraph 2.2 “designed” means the location of the camera, its reach and image quality and the setting of areas which the camera is capable of viewing.

## 3 Operating the Cameras:

3.1 Plymouth City Council will use reasonable endeavours to ensure that the Control Room is always staffed by sufficient Operators and that the Operators watch the screens in the Control Room as part of their duties (the screens monitored by these Operators will include those belonging to Plymouth City Council as well as other customers of the Control Room).

3.2 In particular, Plymouth City Council will provide a minimum of one operator 24 hours per day, seven days per week, with the exception of Christmas Day, whose duties will include reactive monitoring the camera images provided by Saltash Town Council of the Saltash town centre.

3.3 Recordings made under paragraph 3.2 will be kept for 31 days.

3.4 Plymouth City Council will consider any properly authorised requests from any authorised police officer and from Saltash Town Council to carry out any directed surveillance (as defined by the Regulation of Investigatory Powers Act 2000) provided the request is made for any of the Purposes but is not obliged to agree to any request where it reasonably considers that the surveillance might result in it carrying out any unlawful act.

3.5 Plymouth City Council will store the recordings in such a way to provide continuity of evidence in accordance with their codes of practice.

## 4 Incidents:

4.1 Plymouth City Council will as soon as reasonably practicable report to the police any incident any Operator notices on the System where it appears that a criminal offence (apart from minor road traffic offences) may have been committed or where there may be a breach of the law.

4.2 Plymouth City Council may report to the police or to another law enforcement agency information about any other apparent breach of the law.

4.3 Plymouth City Council will send Saltash Town Council a quarterly list of incidents observed by the Operators and notified under this paragraph. This list will not contain any personal data.

## 5 Disclosure:

5.1 Plymouth City Council will retain the data for no longer than 31 Days in line with the Plymouth City Council CCTV data retention policy which gives sufficient time to request the data from the system.

5.2 Plymouth City Council will supply copies of recordings retained under paragraph 5.1 to Saltash Town Council and any police officer only where Plymouth City Council reasonably considers that to do so is in accordance with the law and is reasonably likely to assist with achieving the Purposes.

5.3 Plymouth City Council will disclose recordings to others as required by law but not otherwise (except where Plymouth City Council is complying with subject access requests when it will exercise discretion concerning redaction of images relating to others and it may disclose the images where it considers it reasonable to do so).

5.4 Plymouth City Council may make disclosure to others in the following circumstances:

where a request has been made by or on behalf of an insurance company or a solicitor for disclosure in connection with an actual or prospective claim for damage following an incident.

5.5 Saltash Town Council will not further disclose copies of recordings given to them unless the disclosure is authorised by Plymouth City Council or is required by law.

## 6 Access to the Control Room

6.1 Plymouth City Council will during the Term ensure that access is restricted to:

6.1.1 Operators and those managing or providing support services to the Operators.

6.1.2 People who reasonably need access to the Control Room for maintenance or repair purposes.

6.1.3 People who reasonably need access to the Premises for one or more of the Purposes in order to fulfil a subject access request.

6.1.4 Upon receiving reasonable notice in writing duly authorised employees of Saltash Town Council who are visiting for the purposes of inspecting how the Services are being provided.

6.2 Saltash Town Council must ensure that those visiting the Control Room under paragraph 6.1.4 follow reasonable instructions given to them by any Operator or other senior employee of Plymouth City Council.

6.3 Plymouth City Council shall ensure that those of its employees who have access to the Control Room are reliable and trustworthy and that they are trained in the code of CCTV practice adopted by Plymouth City Council from time to time.

6.4 Plymouth City Council will ensure that the Operators are provided with a map of Saltash showing the locations of the cameras to enable them to accurately describe the location of any incidents they notice.

## 7 Maintenance:

7.1 Plymouth City Council will inform Saltash Town Council as soon as reasonably possible of any fault in any part of their Equipment and if Saltash Town Council so

requires, to arrange for the fault to be repaired by Plymouth City Council's contractor at Saltash Town Council's expense.

#### 8 Removal of equipment:

8.1 At the end of the Term Saltash Town Council must within twenty-eight (28) days remove any control room Equipment from the Premises in accordance with paragraph 8.2

8.2 The removal referred to in paragraph 8.1 must take place at a time reasonably convenient to Plymouth City Council and must be carried out in such a way as to minimise the interruption of work carried on at the Premises and the work carried on in the Control Room in particular.

### **SCHEDULE D: THE PURPOSES**

The Purposes for which the System has been established are set out below. The Purposes may only be changed if both Plymouth City Council and Saltash Town Council agrees and any such agreements must be set out in writing but Plymouth City

Council may only withhold its agreement to any changes if it reasonably considers that amending the Purposes would:

- (a) mean that the provision of the Services would then cause Plymouth City Council to use significant additional resources; and / or
- (b) cause a significant risk of contravention of the law.

#### **PURPOSES**

- Help to prevent and reduce crime and disorder in Saltash Town centre.
- Reduce the fear of crime and provide reassurance to the public.
- Detect, deter and prevent crime by:
  - assisting in the prevention of crime.
  - deterring and detecting crime.
  - helping to identify apprehend and prosecute offenders.
  - providing evidence to take criminal and civil action in the courts; and
  - maintenance of public order.
- Reduce vandalism graffiti, criminal damage and other nuisance.
- To reduce vehicle crime within Saltash Town centre.
- To enable the Police to provide a more effective response.

### **SCHEDULE 5: DATA SHARING**

#### **1. Data Protection Obligations:**

##### **1.1 The roles of the parties.**

1.1.1 This Agreement sets out the framework for the sharing of personal data between the parties as data controller (Saltash Town Council) and data processor (Plymouth City Council). Each party acknowledges that one party (the "Data

Discloser”) may disclose to the other party (the “Data Recipient”) Shared Personal Data collected by the Data Discloser for the Purposes. Each party shall comply with the data protection obligations imposed on them as either the Data Controller or Data Processor in their respective roles under the Data Protection Legislation in relation to the Shared Personal Data. Except as expressly set out in this paragraph 1.1 (and paragraphs 1.4 and 1.5), nothing in this Agreement is intended to render Plymouth City Council as a “joint” data controller under the UK GDPR.

1.1.2 Particular obligations relating to data sharing: Each of the parties shall be responsible for ensuring the compliance with applicable law of its processing of personal data as respective data controller or data processor, subject always to the provisions of paragraph 1.1.3 and paragraphs 1.4 and 1.5 and each party shall:

A. Ensure that it has all necessary fair processing notices (commonly known as ‘privacy notices’ or ‘privacy policies’) and/or, as applicable, consents in place to enable the lawful transfer of the Shared Personal Data to the Permitted Recipients for the Purposes.

B. Ensure that the Shared Personal Data is accurate as at the date it is shared with the other party.

C. Process the Shared Personal Data only for the Purposes.

D. Not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients; and

E. Ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, Shared Personal Data.

1.1.3 Where either party acts as a ‘data processor’ for the other, the data processor shall, to the extent that the processing must comply with the UK GDPR, comply with the data processing obligations set out in paragraphs 1.4 and 1.5.

1.1.4 Mutual assistance: Without prejudice to paragraph 1.1.2 above, each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, in relation to any Shared Personal Data it has received from the other Party, each Party shall:

A. take such steps as are reasonably requested by the other party to enable that party to comply with its obligations under the Data Protection Legislation.

B. as soon as reasonably possible inform the other party about the receipt of any data subject access request or another request received from a data subject seeking to exercise their rights under the Data Protection Legislation.

C. as soon as reasonably possible notify the other party if it receives a Regulatory Communication or becomes aware of a Security Incident, in each case which is likely to result in enforcement action, legal proceedings or otherwise adversely affect the reputation of the other party, and, where relevant, provide reasonable assistance so that the party in receipt of such Regulatory Communication or having detected such Security Incident may deal with and respond to the Regulatory Communication or Security Incident.

E. at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser.

F. provide the other party with contact details of at least one employee or volunteer as the point of contact and responsible manager for data protection compliance issues.

1.1.5 Compliance with other policies and procedures: The parties shall comply with all data protection, information security and information governance policies in place

and notified to the parties from time to time, including any Information Sharing Protocol established for the purpose of safeguarding children and adults at risk.

#### Purposes of the data processing

##### 1.2 Saltash Town Council Purposes

1.2.1 The Purposes for which Saltash Town Council may use Shared Personal Data received from the Plymouth City Council under this Agreement are:

- i. Complying with legal obligations and legislation which would include health and safety
- ii. Safeguarding purposes
- iii. Carrying out DBS checks on coaches, officials and volunteers
- iv. Reporting to financial and tax authorities and institutions
- v. Assisting with law enforcement investigations with recognised competent authorities as per the Data Protection Act 2018.

##### 1.3 Plymouth City Council Purposes

1.3.1 The Purposes for which Plymouth City Council may use Shared Personal Data received from Saltash Town Council under this Agreement are:

- i. Help to prevent and reduce crime and disorder in the agreed upon area.
- ii. To potentially help reduce the fear of crime and provide reassurance to members of the public.
- iii. To potentially help detect, deter, and prevent crime, by using data to help identify, apprehend, and prosecute offenders.
- iv. Providing evidence to take criminal and civil action in the courts.
- v. Assisting with law enforcement investigations with recognised competent authorities as per the Data Protection Act 2018 and UK GDPR Compliant Data Processing Obligations.

1.4 In the course of the parties' interactions under this Agreement (and otherwise), one party may have access to, or be required to, process personal data on the other party's behalf. The parties acknowledge that for the purposes of the Data Protection Legislation, specifically the UK GDPR, a data controller subject to the UK GDPR is required to meet its statutory obligations in relation to the processing of personal data, irrespective of whether the processing is undertaken directly by the data controller or by a data processor acting on behalf of the data controller.

1.5 If either party ("processor") processes any personal data on behalf of the other party ("controller"), the processor shall, to the extent it is regulated by the UK GDPR in relation to that processing:

- A. process the personal data only on documented instructions from the controller (including this Agreement).
- B. will not transfer such personal data to a country outside the European Economic Area unless specifically authorised to do so by the controller.
- C. ensure that persons authorised to process the personal data have committed themselves to obligations of confidentiality.
- D. take all appropriate technical and organisational measures to ensure an appropriate level of security for the personal data (including to protect it against accidental or unlawful destruction, loss, or alteration, and against unauthorised disclosure or access).

E. not sub-contract its data processing obligations to a third party without the specific authorisation of the controller (and, where such authorisation is given, ensure that such a third-party data processor agrees to the same data protection obligations as set out in this Schedule, on the understanding that the processor remains fully liable to the controller for the performance of those data processing obligations).

F. assist the controller in responding to individuals exercising their data subject rights as set out in the UK GDPR (e.g. by helping the controller to provide a copy of a particular individual's personal data, if they ask for it);

G. assist the controller to comply with its obligations under the UK GDPR (including regarding appropriate data security, the notification of a personal data breach to a relevant supervisory authority (i.e. data protection regulator) and to the data subject(s) affected, and the preparation of data protection impact assessments, where appropriate), taking into account the nature of processing and the information available to the processor.

H. at the choice of the controller, delete or return to the controller all such personal data once the processing of such personal data is no longer required.

I. make available to the controller all information necessary to demonstrate compliance with the obligations set out in this Schedule (including a record of all categories of data processing activities the processor carries out on behalf of the controller) and allow for and contribute to data audits, including inspections, if the controller so requires.

CCTV asset list to be monitored –

List exact locations of cameras including grid references.

This will be checked and confirmed.



# **Data protection impact assessments**

## template for carrying out a data protection impact assessment on surveillance camera systems



**Project name:** Saltash Town Council CCTV

**Data controller(s):** Plymouth City Council

**This DPIA template should be completed with reference to the guidance provided by the Surveillance Camera Commissioner and the ICO. It will help you to identify whether the use of surveillance cameras is appropriate for the problem you wish to address, assess the risks attached to your project and form a record of your decision making.**

**1. Identify why your deployment of surveillance cameras requires a DPIA<sup>1</sup>:**

- |   |   |
|---|---|
| <input type="checkbox"/> Systematic & extensive profiling | <input type="checkbox"/> Large scale use of sensitive data        |
| <input checked="" type="checkbox"/> Public monitoring     | <input type="checkbox"/> Innovative technology                    |
| <input type="checkbox"/> Denial of service                | <input type="checkbox"/> Biometrics                               |
| <input type="checkbox"/> Data matching                    | <input type="checkbox"/> Invisible processing                     |
| <input type="checkbox"/> Tracking                         | <input type="checkbox"/> Targeting children / vulnerable adults   |
| <input type="checkbox"/> Risk of harm                     | <input type="checkbox"/> Special category / criminal offence data |
| <input type="checkbox"/> Automated decision-making        | <input type="checkbox"/> Other (please specify)                   |

**2. What are the timescales and status of your surveillance camera deployment?** Is this a proposal for a new deployment, or the expansion of an existing surveillance camera system? Which data protection regime will you be processing under (i.e. DPA 2018 or the GDPR)?

New deployment of cameras for a neighbouring council, Plymouth City Council process the data under the GDPR regime.

**Describe the processing**

**3. Where do you need to use a surveillance camera system and what are you trying to achieve?**

Set out the **context** and **purposes** of the proposed surveillance cameras or the reasons for expanding an existing system. Provide evidence, where possible, including for example: crime statistics over an appropriate time period; housing and community issues, etc.

- Assist in the detection and prevention of crime, along with the maintenance of public order by providing evidence.
- Facilitate the apprehension and prosecution of offenders in relation to crime and public order.
- To reduce public disorder and anti social behaviour and enhance the general public's perception of safety.
- Assist in the tracking and apprehension of persons who are suspected of committing a criminal offence.
- Assist in the identification of offenders and witnesses.
- Provide the Police and the Council with evidence to take criminal and civil action in the courts.

<sup>1</sup> <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/data-protection-impact-assessments-dpias/when-do-we-need-to-do-a-dpia/>

- Providing assistance and reassurance to the public in emergency situations.
- Protecting local authority property and assets.
- Assist the local authority carry out its statutory duties.

Information on crime is collated and provided by the police and is available at:  
<https://www.police.uk/pu/your-area/?search=1>

**4. Whose personal data will you be processing, and over what area?** Set out the **nature** and **scope** of the personal data you will be processing. Who are the data subjects, and what kind of information will you be collecting about them? Do they include children or vulnerable groups, and what is the scale and duration of the processing?

To meet the purpose of the CCTV scheme, the data captured must be of a quality capable of identifying person(s) who may be committing, be victims of, or witnesses to crime or anti social behaviour. CCTV data is frequently used in criminal court proceedings so must be consistently maintained to be of peak evidential quality.

The type of data being collected will be and not limited to, height, sex, ethnicity, distinguishing features, clothing, directions of travel, vehicle registration numbers and vehicle types & colours. The CCTV system cannot discriminate in any way, nor does it have any analytical software which could be used to discriminate people.

The CCTV cameras are in retail, residential, highways, parks, local authority owned car parks and HMPE land which may be visited by members of the public, children and vulnerable persons / groups. Collection of data is specific to prevention and detection of crime, public safety and the other purposes of the scheme listed in Section 3 above. The data collected and processed is in the form of recorded video footage. There will be images of children, vulnerable persons, people from minority ethnic groups and religious beliefs however this will not be known at the time of recording unless the cameras are being proactively used by trained operating staff.

The processing of the data will be proportionate to achieve of the purposes listed therein.

Any proactive monitoring of the public must be justified by the operator. A full audit trail is maintained and inspected by the system supervisor on a regular basis. Images of individuals will only be released to investigating authorities in accordance with the code of practice. The system will be used in an overt manner and signage informing the public that cctv is in operation will be displayed on routes prior to entering the CCTV camera scope.

Data is recorded continuously. The retention periods is 31 days after which the data is automatically deleted, unless the data has been seized for criminal or civil investigation/prosecution.

**5. Who will be making decisions about the uses of the system and which other parties are likely to be involved?** Will you be the sole user of the data being processed or will you be sharing it with other organisations or agencies? Record any other parties you would disclose the data to, for what purposes, and any relevant data sharing agreements. Note that if you are processing for more than one purpose you may need to conduct separate DPIAs.

The data use will be controlled by the Data Protection officer responsible for CCTV, currently the CCTV manager in accordance with PCC CCTV policy

Access to images by third parties will only be allowed in limited and prescribed circumstances.

Disclosure will be limited to the following:-

- Saltash Town Council
  - law enforcement agencies where the images recorded would assist in a specific criminal enquiry
  - prosecution agencies
  - legal representatives
  - The media, where it is assessed by the Police that the public's assistance is needed in order to assist in the identification of victim, witness or perpetrator in relation to a criminal incident. As part of that assessment the wishes of the victim of an incident should be taken into account.
  - The people whose images have been recorded and retained (Data Subject) unless disclosure to an individual would prejudice the criminal enquiries or criminal proceedings.
- Plymouth City Council retains the copyright of the data.

**6. How is information collected? (tick multiple options if necessary)**

- |   |   |
|---|---|
| <input type="checkbox"/> Fixed CCTV (networked) | <input type="checkbox"/> Body Worn Video                  |
| <input type="checkbox"/> ANPR                   | <input type="checkbox"/> Unmanned aerial systems (drones) |
| <input type="checkbox"/> Stand-alone cameras    | <input checked="" type="checkbox"/> Redeployable CCTV     |
| <input type="checkbox"/> Other (please specify) |   |

**7. Set out the information flow, from initial capture to eventual destruction. You may want to insert or attach a diagram.** Indicate whether it will include audio data; the form of transmission; the presence of live monitoring or use of watchlists; whether data will be recorded; whether any integrated surveillance technologies such as automatic facial recognition are used; if there is auto deletion after the retention period. You may have additional points to add that affect the assessment.

Data will be captured in video format utilising a 4G & 5G wireless solution.

Live monitoring is carried out by SIA CCTV licensed and police vetted staff at the CCTV control room. The CCTV system does not currently use any analytical surveillance technologies. CCTV staff will receive intelligence and information from various sources, including and not limited to the Police and Saltas Town Council relating to antisocial, criminal, highway activities and incidents. CCTV is retained for 31 days only, it is then automatical over written. Data sharing and seizure processes transfers the responsibility for the security and integrity of the data to the recipient of the data.

8. Does the system’s technology enable recording?

☐ Yes                      ☒ No

If recording is enabled, state where it is undertaken (no need to stipulate address, just Local Authority CCTV Control room or on-site will suffice for stand-alone camera or BWV), and whether it also enables audio recording.

Plymouth City Council CCTV data centre..

9. If data is being disclosed, how will this be done?

- ☒ Only by on-site visiting
- ☐ Copies of footage released (detail method below, e.g. encrypted digital media, via courier, etc)
- ☐ Off-site from remote server
- ☐ Other (please specify)

10. How is the information used? (tick multiple options if necessary)

- ☒ Monitored in real time to detect and respond to unlawful activities
- ☒ Monitored in real time to track suspicious persons/activity
- ☐ Compared with reference data of persons of interest through processing of biometric data, such as facial recognition.
- ☐ Compared with reference data for vehicles of interest through Automatic Number Plate Recognition software
- ☐ Linked to sensor technology
- ☒ Used to search for vulnerable persons
- ☒ Used to search for wanted persons
- ☒ Recorded data disclosed to authorised agencies to support post incident investigation, including law enforcement agencies
- ☒ Recorded data disclosed to authorised agencies to provide intelligence
- ☐ Other (please specify)

Consultation

11. Record the stakeholders and data subjects you have consulted about the deployment, together with the outcomes of your engagement.

Stakeholder consulted	Consultation method	Views raised	Measures taken

## **Consider necessity and proportionality**

**12. What is your lawful basis for using the surveillance camera system?** Explain the rationale for your chosen lawful basis under the relevant data protection legislation. Consider whether you will be processing special categories of data.

GDPR Article 6(1)(e): Processing is necessary for the performance of a task carried out in the public interest, or in the exercise of official authority vested in the controller.

Local authorities establish their CCTV systems under the GDPR/DPA 2018 and Section 17 Crime and Disorder Act 1998 which places an obligation on local authorities and the police to work in partnership to develop and implement a strategy for tackling crime and disorder.

Section 17 outlines how and why local services may impact on crime and disorder and indicates the reasonable actions that might be put in place to ensure a co-ordinated approach to crime reduction. Evidence shows the opportunity for crime and disorder may be reduced and the safety and reassurance of the public improved when there is adequate CCTV coverage and it is used with other interventions.

Using CCTV remains a strategic, financial and operational choice in exercising crime reduction partnership responsibilities between the police and other relevant supporters. In addition, Section 163 of the Criminal Justice and Public Order Act 1994 creates the power for local authorities to provide closed circuit television coverage of any land within their area for the purposes of crime prevention or victim welfare.

**13. How will you inform people that they are under surveillance and ensure that they are provided with relevant information?** State what privacy notices will be made available and your approach to making more detailed information available. Consider whether data subjects would reasonably expect to be under surveillance in this context.

Plymouth city Council Web site provides information on location of cameras, CCTV code of practice data protection impact assessments and guidance on how access the data.  
<https://www.plymouth.gov.uk/cctv>

Appropriate signage in the areas where CCTV surveillance is taking place.

**14. How will you ensure that the surveillance is limited to its lawful purposes and the minimum data that is necessary for those purposes?** Explain the adequacy and relevance of the data you will be processing and how it is limited to the purposes for which the surveillance camera system will be deployed. How will you know if it is delivering the benefits it has been deployed for?

Saltash Town Council has installed CCTV cameras in various locations, retail, community, residential, highway and car park locations for the purposes of the prevention and detection of crime, disorder and anti social behaviour, monitoring traffic flows, traffic congestion and incidents on the highway.

It is employed to reduce the fear of crime by helping to provide a safer environment for those people who live and work in the area and for visitors travelling to the area.

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Prior to entering an area viewed by a CCTV camera, signs are displayed notifying you that CCTV is in operation, the purpose of the CCTV and also provides details of whom to contact for further information about the scheme.

The purpose and use of the CCTV system are to provide the statutory prosecuting authorities and enforcement agencies with data to detect, deter and prevent crime. The images recorded are of a standard where it is possible to be used in the identification, apprehension and prosecution of offenders.

The CCTV system installed by Saltash Town Council is able to provide the police and/or the council departments with evidence to enable criminal and/or civil proceedings. Some examples of how we use your data are provided below;

- Providing evidence in criminal proceedings (police and criminal evidence act 1984 and criminal procedure and investigation act 1996)
- Providing evidence in civil proceedings
- The prevention and reduction of crime and disorder
- The investigation and detection of crime
- Identification of witnesses

Effectiveness of the system is measured in periodic performance indicators along with information supplied by the police and other council departments. Effectiveness of the system along with compliance with the Protection of Freedoms Act 2012 and SC Code of Practice, GDPR/DPA is measured through the attainment Surveillance Camera Commissioner's Certification and British Standard 7958 accreditation.

An annual audit will be undertaken for the camera system, ensuring that each camera can reasonably be considered to capture data which supports the identified purposes above, captures new information not already captured by other cameras and also captures the minimum data possible to achieve these aims.

#### 15. How long is data stored? (please state and explain the retention period)

Data is stored for a maximum of 31 days before it is automatically overwritten.

31 Days is considered to be sufficient for the processing of subject access request and requests from investigatory authorities to be made.

Plymouth City Council CCTV will not retain any recorded data beyond 31 days.



## 16. Retention Procedure

- ☒ Data automatically deleted after retention period
- ☐ System operator required to initiate deletion
- ☐ Under certain circumstances authorised persons may override the retention period, e.g. retained for prosecution agency (please explain your procedure)

**17. How will you ensure the security and integrity of the data?** How is the data processed in a manner that ensures appropriate security, protection against unauthorised or unlawful processing and against accidental loss, destruction or damage? What measures do you take to ensure processors comply? How do you safeguard any international transfers?

Access is limited to the secure CCTV control room and system.  
The system incorporates passwords for authorised trained users and is the subject of regular audits.

No International transfers are made.

**18. How will you respond to any subject access requests, the exercise of any other rights of data subjects, complaints or requests for information?** Explain how you will provide for relevant data subject rights conferred under the legislation. You must have procedures in place to respond to requests for camera footage in which a subject appears, and to respond to any other request to meet data protection rights and obligations.

Plymouth City Council CCTV policies and procedures are fully compliant with the GDPR/DPA 2018 for general disclosure access requests and CCTV related subject access requests.

Information on subject access can be found on the Plymouth City Council website and all requests are dealt with by the Information Governance Team and then passed to the CCTV Supervisor for processing then returned to the Information Governance Team for release to the subject.

On occasion a request is made directly to the CCTV Team this will be returned to the originator with instruction to contact the Information Governance Team

Data protection | [PLYMOUTH.GOV.UK](https://www.plymouth.gov.uk/data-protection)  
[www.plymouth.gov.uk/data-protection](https://www.plymouth.gov.uk/data-protection)

All complaints are dealt with through the councils complaints procedures.  
[www.plymouth.gov.uk/feedback-and-complaints](https://www.plymouth.gov.uk/feedback-and-complaints)

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**19. What other less intrusive solutions have been considered?** You need to consider other options prior to any decision to use surveillance camera systems. For example, could better lighting or improved physical security measures adequately mitigate the risk? Does the camera operation need to be continuous? Where you have considered alternative approaches, provide your reasons for not relying on them and opting to use surveillance cameras as specified.

Street Lighting is currently on and abundant in the district but is not a solution to detect or prevent the vast range of types of offences happening within the city it covers.

Other solutions are always considered including the use of additional council resources such as ASB officers, and the use of private security before CCTV is used.

**20. Is there a written policy specifying the following? (tick multiple boxes if applicable)**

☒ The agencies that are granted access

☒ How information is disclosed

☒ How information is handled

Are these procedures made public? ☒ Yes ☐ No

Are there auditing mechanisms? ☒ Yes ☐ No

If so, please specify what is audited and how often (e.g. disclosure, production, accessed, handled, received, stored information)

The CCTV manager regularly audits the use of the system and data retention.

### Identify the risks

Identify and evaluate the inherent risks to the rights and freedoms of individuals relating to this surveillance camera system. Consider, for example, how long will recordings be retained? Will they be shared? What are the expectations of those under surveillance and impact on their behaviour, level of intrusion into their lives, effects on privacy if safeguards are not effective? Could it interfere with other human rights and freedoms such as those of conscience and religion, expression or association. Is there a risk of function creep? Assess both the likelihood and the severity of any impact on individuals.

<b>Describe source of risk and nature of potential impact on individuals.</b> Include associated compliance and corporate risks as necessary.	<b>Likelihood of harm</b>	<b>Severity of harm</b>	<b>Overall risk</b>
<p>Non Compliance of GDPR/DPA 2018. The GDPR/DPA sets out seven key principles which Local Authority CCTV System owners must comply with whilst operating a Public Space Surveillance System:</p> <ul style="list-style-type: none"> <li>• Lawfulness, fairness and transparency</li> <li>• Purpose limitation</li> <li>• Data minimisation</li> <li>• Accuracy</li> <li>• Storage limitation</li> <li>• Integrity and confidentiality (security)</li> <li>• Accountability Non compliance may result in prosecution, financial penalties and severe damage to the reputation of Plymouth City Council</li> </ul>	<p>Remote, possible or probable Possible</p>	<p>Minimal, significant or severe Significant</p>	<p>Low, medium or high Medium</p>
<p>Compliance with articles 6, 8 and 14 of the Human Rights Act. The Act applies to public authorities and other bodies, which may be public or private, when they are carrying out public functions</p> <p>Article 6: the right to a fair trial</p> <p>Article 8: right to a private and family life</p> <p>Article 14: protection from discrimination</p>	<p>Possible</p>	<p>Significant</p>	<p>Medium</p>

A breach of any article may impede on the subjects rights and result in the prosecution of the local authority resulting in financial penalties and severe damage to its reputation			
<p>Compliance with SC Code of Practice and the Protection of Freedoms Act 2012. The code of practice is issued by the Secretary of State under Section 30 of the 2012 Protection of Freedoms Act.</p> <p>Relevant authorities (as defined by section 33 of the 2012 Act) in England and Wales must have regard to the code when exercising any functions to which the code relates. A failure on the part of any person to act in accordance with any provision of the surveillance camera code does not of itself make that person liable to criminal or civil proceedings. The surveillance camera code is admissible in evidence in any such proceedings. (A court or tribunal may, in particular, take into account a failure by a relevant authority to have regard to the surveillance camera code in determining a question in any such proceedings.</p> <p>This is reflected in the Crown Prosecution Service Disclosure Manual) Reputational damage to Local Authority. The court may take inference in an authority's non compliance</p>	Remote	Significant	Medium
Security of Data. A Security Data breach may result in prosecution under GDPR/DPA 2018 and result in financial penalties and severe damage to the reputation of the local authority	Remote	Significant	Medium
<p><b>Describe source of risk and nature of potential impact on individuals.</b> Include associated compliance and corporate risks as necessary.</p>	<b>Likelihood of harm</b>	<b>Severity of harm</b>	<b>Overall risk</b>

Unauthorised Disclosure may result in prosecution under GDPR/DPA 2018 and subject to financial penalties and severe damage to the reputation of the local authority	Remote, possible or probable Possible	Minimal, significant or severe Significant	Low, medium or high Medium
Misuse of data may result in prosecution under GDPR/DPA 2018 and subject to financial penalties and severe damage to the reputation of the local authority	Possible	Significant	Medium

### Address the risks

Explain how the effects of privacy enhancing techniques and other features mitigate the risks you have identified. For example, have you considered earlier deletion of data or data minimisation processes, has consideration been given to the use of technical measures to limit the acquisition of images, such as privacy masking on cameras that overlook residential properties? What security features, safeguards and training will be in place to reduce any risks to data subjects. Make an assessment of residual levels of risk.

**Note that APPENDIX ONE allows you to record mitigations and safeguards particular to specific camera locations and functionality.**

Identify additional measures you could take to reduce or eliminate risks identified as medium or high risk			
Options to reduce or eliminate risk	Effect on risk	Residual risk	Measure approved?
Compliance with GDPR/DPA 2018. Management of the use and security of the system including monitoring and downloading of footage. Regular audits carried out and SCC Certification achieved. .	Eliminated reduced accepted Reduced	Low medium high Low	Yes/no Yes
Compliance with articles 4, 6 and 13 of the Human Rights Act Management of the use and security of the system including monitoring and downloading of footage. Regular audits carried out including proactive monitoring carried out by operators. SCC Certification achieved.	Reduced	Low	Yes
Compliance with SC Code of Practice and the Protection of Freedoms Act Management of system. SCC Full certification.	Reduced	Low	Yes

Options to reduce or eliminate risk	Effect on risk	Residual risk	Measure approved?
Security of Data Management of the use and security of the system including monitoring and downloading of footage. Regular audits carried out and SCC Certification achieved. Checks on proactive monitoring by staff, use of passwords and checks carried out by maintenance contractors for network security.	Eliminated reduced accepted Reduced	Low medium high Low	Yes/no Yes
Unauthorised Disclosure Release of data is strictly controlled by the council. Information Sharing Agreement in place with Police. All parties who use data from the system are aware of their obligations under GDPR/DPA. Full audit trail for any release of data. CCTV staff trained in unauthorised disclosure and misuse of data	Reduced	Low	Yes
Misuse of Data Release and use of data is strictly controlled by the council. All parties who use data from the system are aware of their obligations under GDPR/DPA. Full audit trail for any release of data. CCTV staff trained in unauthorised disclosure and misuse of data.	Reduced	LKow	Yes
Financial Loss. Compliance with GDPR/DPA, POFA, Code of Practice and operating procedures reduces the risk of unauthorised disclosure or the misuse of data. SCC Full certification achieved and regular audits are carried out by the system manage	Reduced	Low	Yes

### Authorisation

If you have not been able to mitigate the risk then you will need to submit the DPIA to the ICO for prior consultation. **Further information** is on the ICO website.

Item	Name/date	Notes
Measures approved by:		Integrate actions back into project plan, with date and responsibility for completion.
Residual risks approved by:		If you identify a high risk that you cannot mitigate adequately, you must consult the ICO before starting to capture and process images.
DPO advice provided by:		DPO should advise on compliance and whether processing can proceed.
Summary of DPO advice		
DPO advice accepted or overruled by: (specify role/title)		If overruled, you must explain your reasons.
Comments:		
Consultation responses reviewed by:		If your decision departs from individuals' views, you must explain your reasons.
Comments:		

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This DPIA will be kept under review by:		The DPO should also review ongoing compliance with DPIA.
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APPENDIX ONE

This template will help you to record the location and scope of your surveillance camera system and the steps you've taken to mitigate risks particular to each location.

**Location:** Each system operator/owner should list and categorise the different areas covered by surveillance on their system. Examples are provided below.

Location type	Camera types used	Amount	Recording	Monitoring	Assessment of use of equipment (mitigations or justifications)
Redepliable cameras	PTZ	24Hrs	24Hrs	24Hrs	The privacy level expectation in the area is very low; our city is well signed with appropriate signage for CCTV its use and purpose with contact details


APPENDIX TWO: STEPS IN CARRYING OUT A DPIA



APPENDIX THREE: DATA PROTECTION RISK ASSESSMENT MATRIX

Use this risk matrix to determine your score. This will highlight the risk factors associated with each site or functionality.

Matrix Example:

	Camera Types (low number low impact – High number, High Impact									
										
Location Types A (low impact) Z (high impact)										

NOTES

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