

**Service Level Agreement**

Between

**Driffield Town Council**

And

**Humberside Police Force**

For

**The Provision, Operation and Management of  
Closed Circuit Television Camera (CCTV)  
Monitoring**

## **Parties to the Agreement**

**Driffield Town Council** of 1-4 Market Place etc.  
(System Owner and Data Controller)

**Humberside Police Force** of Priory Road Hull HU5 5SF  
(System user/operator and Data Processor)

### **Purpose:**

To establish the conditions for a Service Level Agreement between the above parties for the purpose of providing and managing CCTV surveillance equipment and monitoring in and around the Driffield Town Area.

### **Assumptions:**

Driffield Town Council's CCTV operation will at all times adhere to the CCTV Code of Practice (Version 2.1, November 2019), Operational Procedures and in accordance with the General Data Protection Regulation (2018) and the Surveillance Camera Commissioner's Code of Practice (2014).

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

### **Service Level Agreement - Term**

This agreement is for a one year term and will be reviewed and renewed on an annual basis provided both parties are in agreement.

Commencement date: 28<sup>th</sup> November 2019

Review date: 26<sup>th</sup> November 2020

### **Service Specification**

To provide a CCTV surveillance system in and around the Driffield area and to provide monitoring in accordance with the established CCTV Code of Practice and other operational instructions as detailed in this agreement. Both parties hereto agree to abide by these documents.

## **Operational Parameters**

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

- a) Providing the Police and the Council with evidence to take criminal and civil action in the Courts;
- b) Reducing the fear of crime and providing reassurance to the public;
- c) Providing assistance in the prevention of crime;
- d) Assisting with the maintenance of public order;
- e) Deterring or reducing the incidence of vandalism, graffiti, and other environmental crime;
- f) Deterring persons from committing crimes and to enhance the opportunities for detecting those who do;
- g) Improving the safety and security of residents, visitors and the business community;
- h) Discouraging anti-social behaviour including alcohol and drug-related elements;
- i) Assisting aspects of Town Centre Management.

## **Financial Considerations**

Driffield Town Council will finance the monthly maintenance of the system via their precept & in addition finance signage and any other costs related to compliance within the law

Driffield Town Council will secure external funding from various sources, if available to upgrade or expand the system and may if budget considerations allow, finance some aspects from their own precept or reserves.

Humberside Police will contribute to the operation of the system by acting as Data Processors on behalf of Driffield Town Council.

## **Roles and Responsibilities (System Owner)**

The System owner will:-

- Ensure maintenance of the CCTV camera(s) and associated equipment during the period of this agreement.
- Ensure any additional requirements re: compliance e.g. signage are provided
- Ensure the system is Registered with the ICO.
- Act as Data Controller for the data being recorded
- Ensure DPPIA is conducted.

## **Roles and Responsibilities (System User/operator)**

The System User will:-

- Dealing with Subject Access Requests
- Keeping a Register of when CCTV Footage is accessed, viewed or downloaded
- Making sure system users (Data Processors) are adequately trained.
- Presenting a monthly log to the CCTV Committee of usage (during 'Operational Update' at the monthly meetings)

### **In the event of a Subject Access Request:**

When a subject access request is received the Town Clerk will issue the Subject Access Request Form, if the applicant has not already downloaded and completed it from the Driffield Town Council website.

On receipt of the form the Town Clerk will ensure that it is correctly completed, and the necessary accompanying documentation is in place.

The form will then be delivered to Humberside Police at Driffield Police Station and from there, Humberside Police's procedures when dealing with a subject access request will be adhered to

Upon the downloading of the requested footage the disc will be hand delivered to the Town Clerk who will then hand it to the applicant in person and get a receipt or if this is not possible, post via recorded delivery to the applicant.

### **Audit and Review:**

This process will be reviewed annually and in addition monthly reports will be presented to the CCTV Committee.

### **Entire agreement**

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

### **Termination of the agreement**

This document would terminate in the event of the Driffield Town Council becoming concerned that procedures in place were not being adhered to by Humberside Police and vice versa.

The notice of termination would be three months.

## **Signatures**

### **Signed on behalf of Driffield Town Council**

**Name (PRINT)** .....

**Signature** .....

**Position held** .....

**Date** .....

### **Signed on behalf of Humberside Police Force**

**Name (PRINT)** .....

**Signature** .....

**Position held** .....

**Date** .....