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Blaenau Gwent

Our Ref./Ein Cyf.
Your Ref./Eich Cyf.
Contact:/Cysylltwch â:

THIS IS A MEETING WHICH THE PUBLIC ARE ENTITLED TO ATTEND

9th January 2024

Dear Sir/Madam

PLACE SCRUTINY COMMITTEE

A meeting of the Place Scrutiny Committee will be held in via MS Teams (if you wish to view this meeting please contact michelle.hicks@blaenau-gwent.gov.uk) on Tuesday, 16th January, 2024 at 12.30 pm.

Yours faithfully

Damien McCann
Interim Chief Executive

AGENDA

Pages

1. SIMULTANEOUS TRANSLATION

You are welcome to use Welsh at the meeting, a minimum notice period of 3 working days is required should you wish to do so. A simultaneous translation will be provided if requested.

2. APOLOGIES

To receive.

Mae'r Cyngor yn croesawu gohebiaeth yn Gymraeg a Saesneg a byddwn yn cyfathrebu gyda chi yn eich dewis iaith, dim ond i chi rhoi gwybod i ni pa un sydd well gennych. Ni fydd gohebu yn Gymraeg yn creu unrhyw oedi.

The Council welcomes correspondence in Welsh and English and we will communicate with you in the language of your choice, as long as you let us know which you prefer. Corresponding in Welsh will not lead to any delay.

3. **DECLARATIONS OF INTEREST & DISPENSATIONS**

To receive.

4. **PLACE SCRUTINY COMMITTEE**

5 - 8

To consider the decisions of the meeting held on 5th December, 2023.

(N.B. The decisions are submitted for accuracy points only).

5. **ACTION SHEET**

9 - 10

To receive.

6. **REGENERATION & COMMUNITY SERVICES 6-MONTH PROGRESS PERFORMANCE REPORT - APR23-SEPT23**

11 - 80

To consider the report of the Corporate Director Regeneration and Community Services.

7. **OVERVIEW POSITION OF BLAENAU GWENT TOWN CENTRE CCTV ZONES 2023/24**

81 - 154

To consider the report of the Service Manager Policy and Partnerships.

8. **FORWARD WORK PROGRAMME: 5TH MARCH 2024**

155 - 158

To receive.

To: Councillor M. Cross (Chair)
Councillor R. Leadbeater (Vice-Chair)
Councillor S. Behr
Councillor K. Chaplin
Councillor G. A. Davies
Councillor J. Gardner
Councillor W. Hodgins
Councillor L. Parsons
Councillor D. Rowberry

All other Members (for information)
Interim Chief Executive
Chief Officers

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COUNTY BOROUGH OF BLAENAU GWENT

REPORT TO: THE CHAIR AND MEMBERS OF THE PLACE SCRUTINY COMMITTEE

SUBJECT: PLACE SCRUTINY COMMITTEE – 5TH DECEMBER, 2023

REPORT OF: DEMOCRATIC & COMMITTEE SUPPORT OFFICER

PRESENT: COUNCILLOR M. CROSS (CHAIR)

Councillors R. Leadbeater
 S. Behr
 K. Chaplin
 G.A. Davies
 J. Gardener
 W. Hodgins
 L. Parsons
 D. Rowberry

WITH: Corporate Director Regeneration & Community Services
 Head of Community Services
 Service Manager Public Protection
 Team Manager Housing Solutions
 Team Manager Development & Estates
 Team Manager Frontline Enforcement
 Team Manager Neighbourhood Services
 Team Manager Streetecene
 Team Leader Grounds and Bereavement
 Communications & Marketing Officer
 Scrutiny and Democratic Officer

<u>ITEM</u>	<u>SUBJECT</u>
No. 1	<p><u>SIMULTANEOUS TRANSLATION</u></p> <p>It was noted that no requests had been received for the simultaneous translation service.</p>

<p>No. 2</p>	<p><u>APOLOGIES</u></p> <p>No apologies for absence were received.</p>
<p>No. 3</p>	<p><u>DECLARATIONS OF INTEREST AND DISPENSATIONS</u></p> <p>The following declaration was raised:-</p> <p><u>Item No. 7 – Disabled Facilities Adaptations (DFG’s) – Quarter 2 – Budget and Performance Monitoring Report</u></p> <p>Councillor S. Behr, Member of Care & Repair Board</p>
<p>No. 4</p>	<p><u>PLACE SCRUTINY COMMITTEE</u></p> <p>Consideration was given to the decisions of the meeting held on 17th October, 2023.</p> <p>The Committee AGREED that the decisions be accepted as a true record of proceedings.</p>
<p>No. 5</p>	<p><u>ACTION SHEET</u></p> <p>Consideration was given to the action sheet.</p> <p>The Committee AGREED that the report be accepted and the action sheet be noted.</p>
<p>No. 6</p>	<p><u>ADOPTION OF LITTER & DOG BIN POLICY</u></p> <p>Consideration was given to the report of the Team Manager Streetscene.</p> <p>The Committee AGREED that the report be accepted and supported the adoption of the proposed Litter Bin policy as attached at appendix 1 (Option 1)</p>

<p>No. 7</p>	<p><u>DISABLED FACILITIES ADAPTATIONS (DFG'S) – QUARTER 2 – BUDGET AND PERFORMANCE MONITORING REPORT</u></p> <p>Consideration was given to the report of the Team Manager Housing Solutions.</p> <p>The Committee AGREED that the report be accepted and information contained therein be noted. (Option 1)</p>
<p>No. 8</p>	<p><u>FORWARD WORK PROGRAMME: 16TH JANUARY, 2024</u></p> <p>Consideration was given to the report.</p> <p>The Committee AGREED that the report be accepted and the Scrutiny Committee agreed the Forward Programme for the meeting 16th January, 2024, as presented. (Option 1).</p>

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Date of Meeting	Action to be Taken	By Whom	Action Taken													
05.12.23	<p>Item 6 – Adoption of Litter and Dog Bin Policy</p> <p>Data to be provided on dog waste collection.</p>	Dave Watkins	<table border="1"> <thead> <tr> <th colspan="2" data-bbox="1361 177 2047 256">Dog Waste Collection Data</th> </tr> <tr> <th data-bbox="1361 256 1697 400">Year (April – March)</th> <th data-bbox="1697 256 2047 400">Tonnage</th> </tr> </thead> <tbody> <tr> <td data-bbox="1361 400 1697 472">2020 - 2021</td> <td data-bbox="1697 400 2047 472">121.38</td> </tr> <tr> <td data-bbox="1361 472 1697 544">2021 - 2022</td> <td data-bbox="1697 472 2047 544">121.27</td> </tr> <tr> <td data-bbox="1361 544 1697 616">2022 - 2023</td> <td data-bbox="1697 544 2047 616">147.36</td> </tr> <tr> <td data-bbox="1361 616 1697 687"></td> <td data-bbox="1697 616 2047 687"></td> </tr> </tbody> </table> <p data-bbox="1368 687 2040 887">Please note that this data only includes dog waste deposited in dedicated “Dog Waste Bins” and excludes all or any dog waste deposited in general litter bins.</p> <p data-bbox="1361 919 2047 994">Action Complete: 06.12.23</p>		Dog Waste Collection Data		Year (April – March)	Tonnage	2020 - 2021	121.38	2021 - 2022	121.27	2022 - 2023	147.36		
Dog Waste Collection Data																
Year (April – March)	Tonnage															
2020 - 2021	121.38															
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2022 - 2023	147.36															

Agenda Item 6

Cabinet and Council only

Date signed off by the Monitoring Officer:

Date signed off by the Section 151 Officer:

Committee: **Place Scrutiny Committee**
Date of meeting: **16th January 2024**
Report Subject: **Regeneration & Community Services 6-month progress Performance Report -Apr23-Sept23**
Portfolio Holder: **Cllr H Cunningham, Cabinet Member for Community Services and**
Cllr J Morgan, Cabinet Member Regeneration and Economic Development
Report Submitted by: **Ellie Fry, Corporate Director Regeneration & Community Services**

Reporting Pathway								
Directorate Management Team	Corporate Leadership Team	Portfolio Holder / Chair	Governance Audit Committee	Democratic Services Committee	Scrutiny Committee	Cabinet	Council	Other (please state)
	21.12.23	07.1.24			16.01.24	21.02.24		

1. Purpose of the Report

- 1.1 The purpose of the report is to present the Regeneration and Community Services Annual Performance Report covering the 6-month period April 23-September 23 and is attached as (*Appendix 1*).

2. Scope and Background

- 2.1. The first six months of performance for the Regeneration and Community Services Department has been summarised in the attached document and provides Members and the public an insight into the progress, achievements and issues.

- 2.2. The Blaenau Gwent Corporate Plan 22-27 outlines the four aims:
- Maximise learning and skills for all to create a prosperous, thriving, resilient Blaenau Gwent
 - Respond to the nature and climate crisis and enable connected communities
 - An ambitious and innovative council delivering quality services at the right time and in the right place
 - Empowering and supporting communities to be safe, independent and resilient

and the aims of the [Well-being of Future Generations \(Wales\) Act 2015](#), which are:

- a prosperous Wales
- a resilient Wales
- a healthier Wales

- a more equal Wales
 - a Wales of cohesive communities
 - a Wales of vibrant culture and thriving Welsh language
 - a globally responsible Wales
- 2.3. From the report the summary of achievements ranges from an increase in footfall throughout the towns across BG from an increased number of successful events; to an increase in our recycling rates which bring us closer to our WG targets. In Q2 we exceeded the WG target of 70% for the first time. Our successful fly tipping prosecutions have also increased.
- 2.4. The celebration of the 75th Anniversary of the NHS was particularly poignant for Blaenau Gwent, the birthplace of Aneurin Bevan. Events with the public and local pharmaceutical companies took place and memorial artwork was created.
- 2.5. Housing development continues to grow with five sites in different stages of progress giving the authority a pipeline of housing development over the next 5-10 years. The Council is working well with housing association and private partners on a range of schemes.
- 2.6. The new Shared Prosperity Funding (SPF) processes have been worked through and there are now numerous projects progressing across the three areas: People and Skills; Communities and Place and Business Support. These funds replace the European funding that the Council received previously and funds support community groups, businesses, and local projects.
- 2.7. New developments including industrial and enterprise space are progressing well with completion dates later in the year; and the contract for strengthening Newtown Bridge has been completed with the bridge looking resplendent following the work. Progress against the Local Area Energy Plan has made and the start on site of the HiVE (High Value Engineering) Facility in Ebbw Vale which will be completed in late 2024.
- 2.8. A series of case studies are included to highlight some of the work that has been outlined in the performance report.
- 3. Options for Recommendation**
- 3.1. The report has been considered by Regeneration and Community Services DLT and the Corporate Leadership Team (CLT).
- 3.2. **Option 1**
Members are asked to consider the information detailed within the Regeneration and Community Services report and contribute to the continuous assessment of effectiveness by making appropriate recommendations to Cabinet.
- 3.3. **Option 2**
To consider and accept the report as presented.

4. **Evidence of how this topic supports the achievement of the Corporate Plan / Statutory Responsibilities / Blaenau Gwent Well-being Plan**

4.1. This proposal supports the amendments made to the Outcome Statements within the Corporate Plan 2022/27 Outcome Statements:

- Maximise learning and skills for all to create a prosperous, thriving, resilient Blaenau Gwent
- Respond to the nature and climate crisis and enable connected communities
- An ambitious and innovative council delivering quality services at the right time and in the right place
- Empowering and supporting communities to be safe, independent and resilient

5. **Implications Against Each Option**

5.1. ***Impact on Budget (short and long term impact)***

There are no short term budget implications associated with the report.

5.2. ***Risk including Mitigating Actions***

There are no risks directly associated with this report

5.3. ***Legal***

There are no legal implications associated with this report.

5.4. ***Human Resources***

There are no additional implications for human resources.

6. **Supporting Evidence**

6.1. ***Performance Information and Data***

The Six Month Performance report is attached.

6.2. ***Expected outcome for the public***

Improved economy and community benefits from the work undertaken in the last 6 months

6.3. ***Thinking for the Long term (forward planning)***

The performance reporting is designed to be a method to summarise the ongoing work undertaken by the department to support and target areas of need identified through Corporate Plan and take account of changing and future needs of Blaenau Gwent.

6.4. ***Collaboration / partnership working***

The areas of collaboration are outlined in the performance report.

6.5. ***Integration (across service areas)***

Integration is outlined in the performance report

7. **Monitoring Arrangements**

Monitoring will be done through the Council's Corporate Plan, Service business plan and Place Scrutiny Committee

Background Documents /Electronic Links

*Appendix 1 –Regeneration and Community Services Q1 and Q2
Performance Report*

Regeneration & Community Services Performance Report

April - September 2023



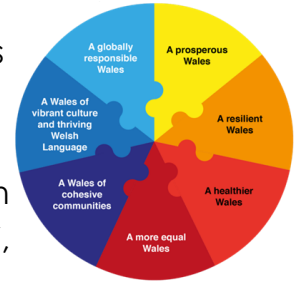
Blaenau Gwent County Borough Council

- a place that is fair, open and welcoming to all by working with and for our communities

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Foreword

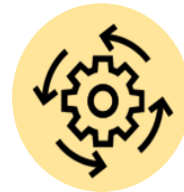
The purpose of this report is to present service activity which highlights how we are contributing to the Council's overall aim of delivering all seven national well-being goals.



The following overview pages set out Regeneration & Community Services performance for the period along with some associated achievements and challenges aligned to the priority areas identified in the Corporate Plan 2022/27, which are to :



Maximise learning and skills for all to create a prosperous, thriving, resilient Blaenau Gwent



An ambitious and innovative council delivering quality services at the right time and in the right place



Respond to the nature and climate crisis and enable connected communities



Empowering and supporting communities to be safe, independent and resilient

This report is broken down into the themes below which have been identified for the Environment Services area and support delivery of the priority areas above:

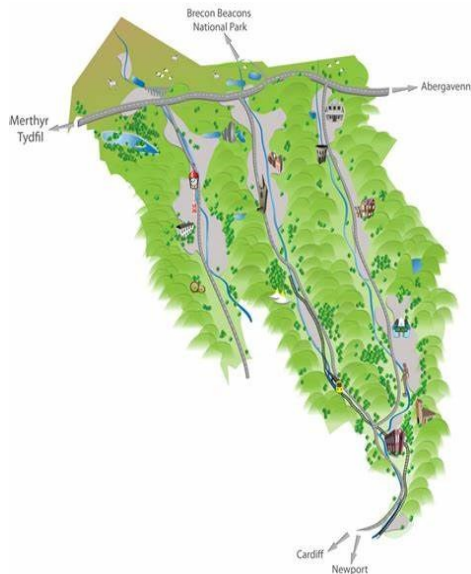
- Town Centres;
- Energy and Digital;
- Destination Management and Tourism;
- Employment and Skills;
- Housing Development;
- Improving the Local Environment;
- Healthy and Safe Communities;
- Improving the Well-being and Resilience of our Communities;
- Managing Our Estate; and
- Managing our Highways Network and Infrastructure.



Blaenau Gwent has a rich heritage and our buildings and countryside are part of Blaenau Gwent's attractiveness as a place to live, work and visit. Our local environment should be used to help improve the health and well-being of our families and communities and be enhanced for future generations to continue to enjoy. There is also a real desire to see the communities where people live kept clean, tidy and useable, creating areas that people can be proud of.

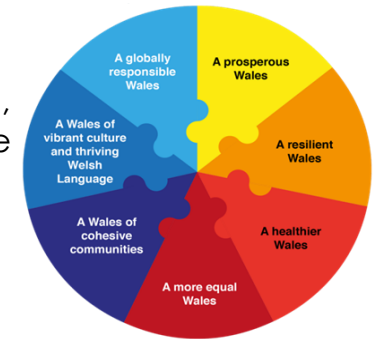
We will continue to invest in our neighbourhoods so that they are places where people are proud to live. We have prioritised economic development and regeneration in order to bring jobs, growth and opportunity to local people and businesses.

Increasing employability makes a fundamental contribution to reducing and tackling poverty and the economic status of the area. Supporting people to obtain and retain employment reduces reliance upon support services aligned to social well-being and poverty.



Well-being of Future Generations (Wales) Act 2015

The Well-being of Future Generations (Wales) Act 2015 is legislation which aims to improve the social, economic, environmental and cultural well-being of Wales. The vision of this legislation is expressed in the seven National well-being goals.



The Act also puts a duty on public bodies to apply the sustainable development principle which states they 'must meet the needs of the present without compromising the ability of future generations to meet their own needs'.

The sustainable development principle is made up of the following five ways of working, pictured below:



Collaboration



Integration



Involvement



Long Term



Prevention

Throughout this report some areas of performance that meet these ways of working are demonstrated by the above images.



The following pages detail some directorate service delivery & performance, during the period April 2023 to September 2023, broken down by themes as detailed on page 3.





Town Centres



The Welsh Government's Smart Towns Programme runs until 2025

Over the course of the 'Year of Smart Towns' the Council attended a number of workshops, developed a digital action plan and

implemented pilot projects. These have been developed into case studies that have been shared within the Smart Towns Community. The programme supports businesses, councils and communities in using digital technology and data to regenerate their high streets, in line with the Transforming Towns agenda. This means helping businesses to use data to work smarter and not harder, and to identify opportunities for growth; using data to justify and inform investment, and to measure the success of any intervention.



Development of
Town Centre regeneration Plans
are ongoing



Ebbw Vale - work continues on the delivery plan. Some work on development options for key sites has commenced. Further engagement with Design Commission for Wales to be undertaken.

Brynmawr - the placemaking plan has been approved by Scrutiny and Cabinet. Work is underway on the development of the delivery plan.

Tredegar - the placemaking plan was approved in 2022. Draft delivery plan received and currently being reviewed. The delivery plan will contain the list of projects that need to be done to achieve the overall vision for the town.

Funding application has been prepared to cover costs of developing a **Blaina Placemaking Plan**.



Abertillery - placemaking plan has gone through the democratic process and has highlighted the strategic vision for redevelopment of Abertillery town centre .

From the positive improvements the community have achieved in Abertillery Park, to the ongoing work to reopen Abertillery Institute, the desire for improvements in the town are evident. This plan should be viewed as a means of mobilising this latent strength.



Town Centres

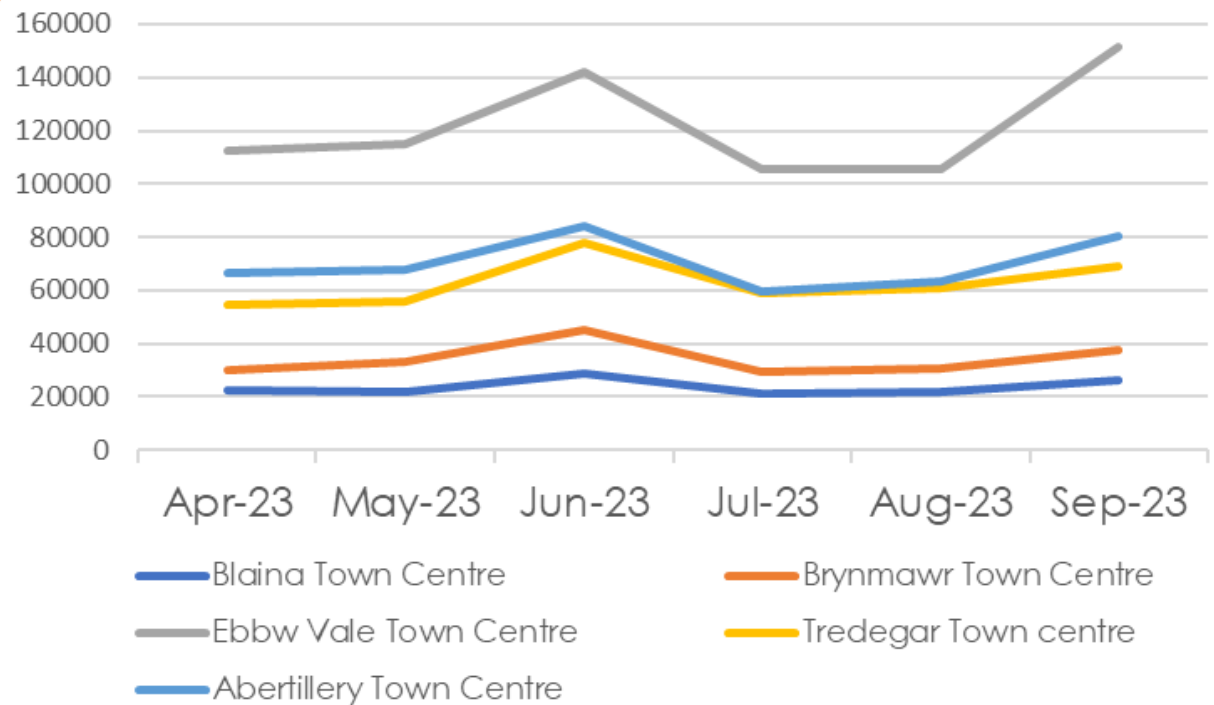


Footfall is an important factor influencing our town centre vitality and viability. Sensors count the number of shoppers visiting our town centres and provide analytical data on how individual town centres are performing and how shoppers are using them.

The data from footfall monitoring allows the Council to be better equipped to make evidenced based decisions on the popularity and effectiveness of current and future projects in Town Centres.

During the first six months of the year footfall has fluctuated each month with the **busiest month in nearly all towns being June**, just as it was for the same period last year.

There was a **total Blaenau Gwent town centre footfall of 1,878,996 people** over the reporting period (April 23—September 23). This was a **reduction in total footfall of 81,312 compared to the same period last year.**



Footfall counters are used across the towns within Blaenau Gwent to measure the number of people entering an area, shop or building. The technology monitors pedestrians and vehicles in any type of environment, continuously 24 hours a day, 7 days per week. Visitor numbers are analysed using the very latest counting specific tracking, which is based on movement across a predefined area. At no time are images stored, with counts recorded as a value and stored as a CSV file. .

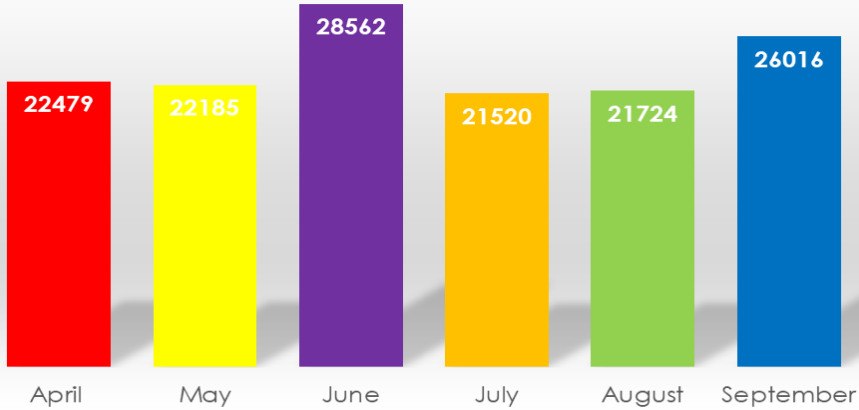


Town Centres

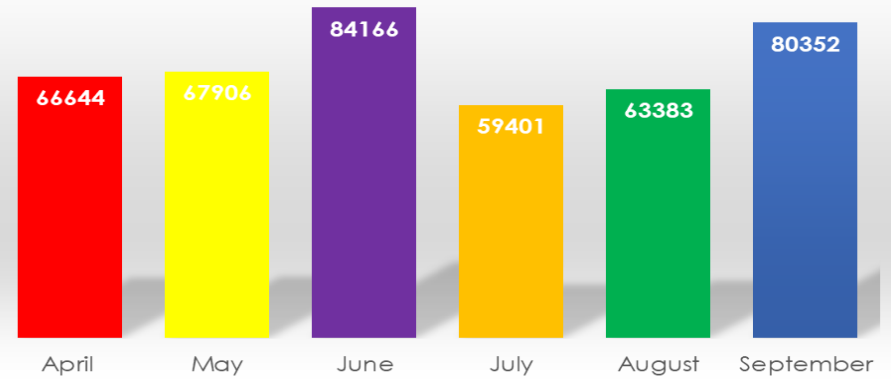


The following graphs show the amount of footfall in each of our towns each month....

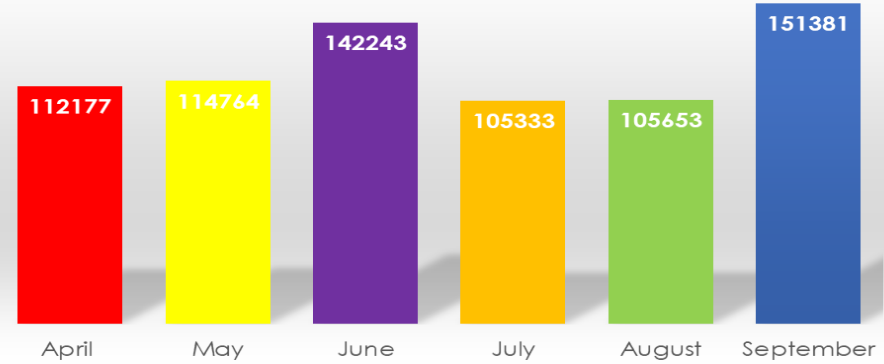
Blaina Town Footfall Data



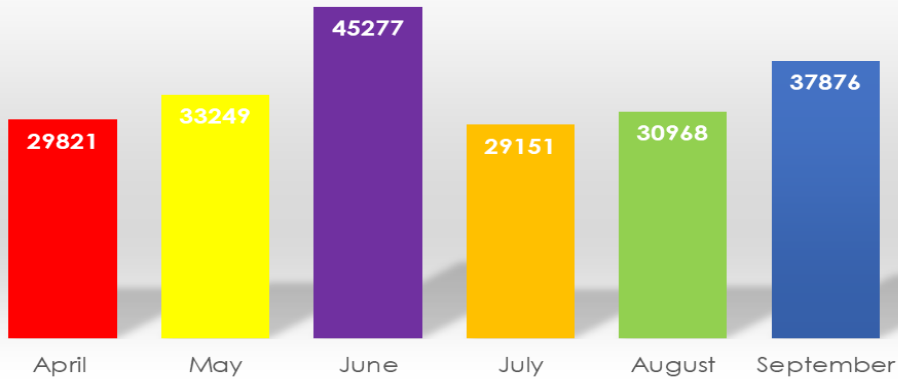
Abertillery Town Footfall Data



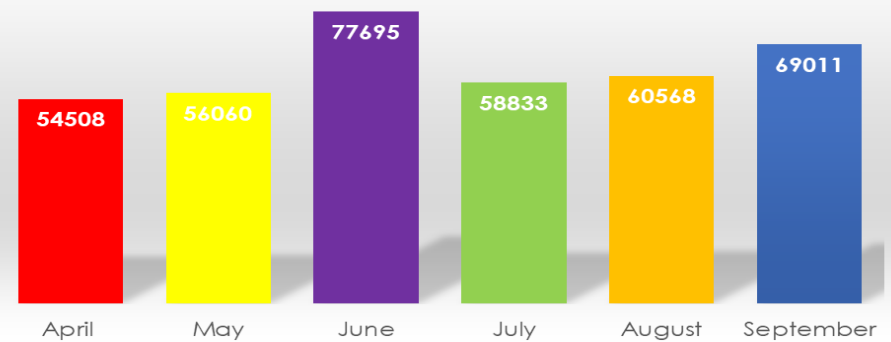
Ebbw Vale Town Footfall Data



Brynmawr Town Footfall Data



Tredegar Town Footfall Data



Internet of things technology has been used to support measuring footfall in our town centres and active travel routes



Town Centres



A range of collaborative activities and engagement have taken place during the reporting period, including the **consultation** on our **Local development plan** and **Placemaking Plans**.

The review of the existing Local Development Plan (LDP) is ongoing. Approval of a planned delivery agreement to form the updated LDP was obtained from Welsh Government along with a revised timetable for delivery due to unforeseen delays. [Open hyperlink here for further details](#)

The Local Development Plan continues to provide a long term framework for sustainable development across Blaenau Gwent, supported by key documents such as the Placemaking Plans, which when complete will support future planning decisions within the towns.



It is the intention that Placemaking Plans will all be complete or substantially complete in advance of the finalisation of the Local Development Plan.

The Town Centre Business Development Officer has been working with businesses and other stakeholders to organise events that will help draw visitors and footfall .



An **events programme** will be **developed** over the next few months **alongside applications for funding** such as Shared Prosperity Funding and Transforming Towns. Additional resources have also been identified to support implementation on the ground, as well as collaboration and co-delivery with a range of partners in particular within the People & Skills and Community & Place pillars.



Case Study - 'Meanwhile Use' Scheme supporting our Town Centres



The 'Meanwhile Use' Scheme provides new businesses with financial assistance allowing them the opportunity to take on a tenancy and test trade the market without having to commit to long term or expensive rental contracts.

Meanwhile uses can assist in the regeneration of a Town, Tillery Animal Health is one of the businesses who has taken part in this scheme.

Siobhan owner of Tillery Animal Health said:

"As a result of being made redundant in my previous role as a Veterinary Pharmaceutical Representative, I decided to utilise my animal health advisor qualifications and open a business selling animal medicines, feeds, treats, and toys. I initially started at home and quickly progressed to a local market stall. It was at this time I spoke to the Town Centre Development Officer about my aspiration of having my own premises and she told me about the 'meanwhile' scheme, which could provide financial support allowing me the opportunity to rent a small premises within Abertillery Arcade.

This was the help that I needed to allow me to make the leap from trading at home into running my own shop, within a short time I outgrew the shop and have moved into larger premises. This has allowed me to extend my product range with now includes country wear, equestrian clothing and aquatics equipment. I have been overwhelmed by the support from local residents who have become valued customers .





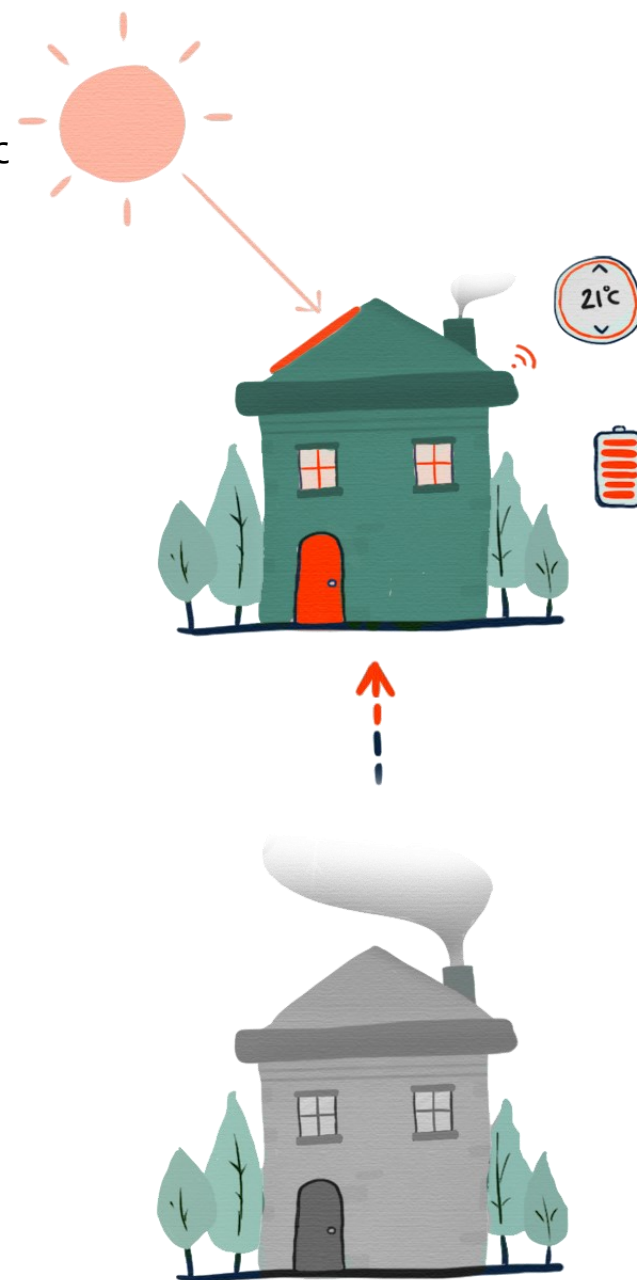
Energy and Digital



All 4 partner registered social landlords in Blaenau Gwent (Tai Calon, Linc Cymru, United Welsh and Melin) continue to deliver housing schemes supported by the funding award allocation from Welsh Government to deliver phased activity of the **Optimised Retrofit Programme**. The main theme of the programme is affordable warmth and decarbonisation achieved through the best path for each individual home.

90% of the current Welsh housing stock is predicted to remain in use by 2050.

The main challenge moving forward will be retrofitting our existing housing stock, which is particularly old, one third of Welsh homes were built before 1919 while just 6% were built in the last 30 years. A whole fabric approach to retrofit is devised with the aim of ensuring that a property operates in as energy-efficient a manner as possible, with all aspects of the building complementing each other. Retrofit largely has to take place locally. This is both a significant challenge and opportunity for Blaenau Gwent. The skills and supply chain requirements of retrofit at the scale required by Net Zero 2050 are far beyond current capacities both locally and nationally. However, they also present large-scale opportunities for jobs and businesses that have to be located in Blaenau Gwent, and there is significant potential for these benefits to be retained in local businesses and communities.



<https://www.optimised-retrofit.wales/>

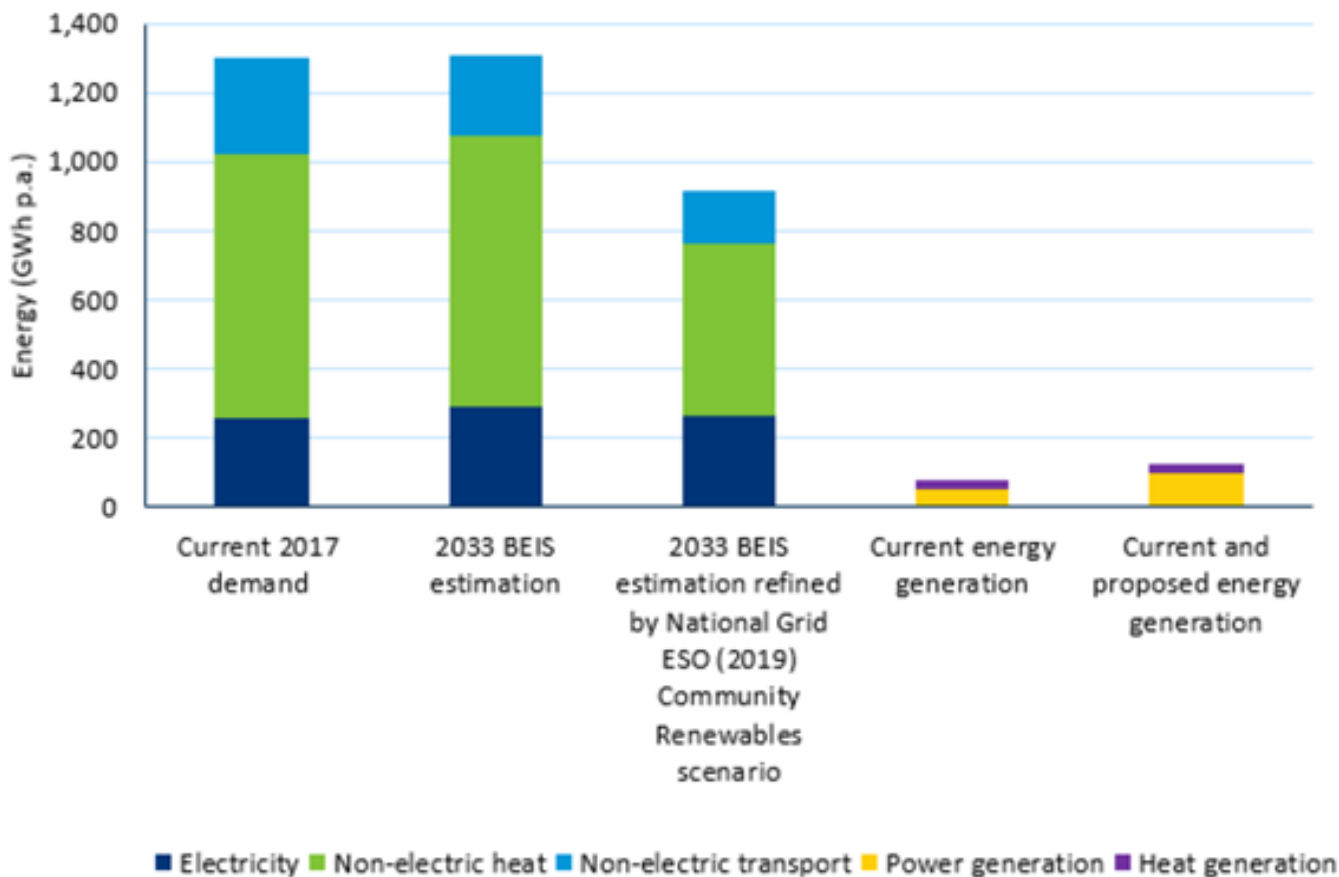


Energy and Digital



The current level of renewables from electricity generated in Blaenau Gwent is only a small proportion of our current demand, but there is enough potential resource to cover all of this demand.

Current and estimated future energy demands and current and proposed energy generation



Decarbonisation of the electricity system has made strong progress, **emissions from electricity have fallen by 50% since 2013 and 64% since 1990**, and the UK Government has a good chance of meeting its commitment to decarbonise the electricity supply by 2035. But this was largely achieved by a small number of national organisations. Emissions reductions in other areas are going to require action by far wider range of organisations, including at the local level.





Energy and Digital



Local Area Energy Planning (LAEP) is a whole energy system, looking at energy from the Domestic, Industrial, Commercial, Public, Agriculture and Transport Sector across the whole local authority area. It is data driven and focuses on local energy assets and energy demand trends across Blaenau Gwent. Scenario modelling is also undertaken, mapping out expected energy demand, up until 2050, focusing on local energy assets and energy demand trends, considering local, regional and national targets and conditions to achieve net zero. The LAEP is led by the Council but involves stakeholders and Council's across boundaries to gain buy in and commitment in order to bring success.

By March 2024 every local authority area in Wales will have a LAEP

Work around developing Energy Projects continue with progress being made on the Silent Valley Wind Turbine. This will be taken to a draft planning stage where the case for investment is determined.

Work is continuing on development of infrastructure for Blaenau Gwent fleet, schools and Council buildings.

The LAEP will be funded by the Welsh Government and will contain:
Route Map - Will identify the most effective route for the local area to contribute to energy net zero by 2050 considering future energy demand.

Action Plan – describes the actions required over the next five years – to meet future energy demand by the different renewable energy sources and technologies

Outcome: A costed, spatial plan that identifies the change needed to the local energy system and built environment, detailing what, where, when and by whom. It provides the level of detail for an area that is equivalent to an outline design or master plan, additional detailed design work is required for identified projects to progress to implementation.



We are continuing to investigate opportunities around zero carbon within the Corporate Landlord portfolio and supporting others in development of energy schemes - wind turbine. Incorporating energy efficiency through BREAMM in new capital builds and retro fitting [LEDS ..] in Industrial & other units



Energy and Digital



Blaenau Gwent Council's commitment to increasing the number of Electric Vehicle (EV) charge points is throughout the borough is well underway. we are seeing a steady increase in ultra-low emission vehicles licensed across Blaenau Gwent.

Funding has been confirmed for the second phase of the delivery plan . Locations for the EV charge points will be :

- Briery Hill car park, Ebbw Vale
- Health Centre car park, Abertillery
- Lower Salisbury Street car park, Tredegar
- Somerset Street/Worcester Street car park, Brynmawr
- Arail Street car park, Six Bells
- Mitre Street car park, Abertillery
- Queen Square car park, Ebbw Vale
- Car park off Canning Street, Cwm
- Abertillery Multi Storey car park

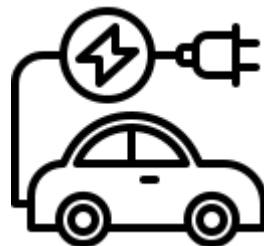


CONNECTED KERB

ELECTRIC VEHICLE CHARGEPOINTS

NOW HERE

On a mission to create cleaner, quieter streets



The number of Installed chargers that are ready for public use are :

Confirmed site	Number of chargers at each site
Bryn Bach Park	1 x 22kW (2 bays)
Tillery Road car park, Cwmtillery	1 x 22kW (2 bays)
Llanhilleth Railway Station Park and Ride	2 x 7kW (4 bays)
Cwm Terrace car park, Cwm	1 x 22kW (2 bays)
Ebbw Vale Parkway Railway Park and Ride	2 x 7kW (4 bays)
Gwent Shopping Centre	1 x 22kW (2 bays)
ViTTC	1 x 22kW (2 bays)
Car Park opposite the General Offices, Ebbw Vale	1 x 22kW (2 bays)
General Offices car park by Ebbw Vale Town Railway Station	2 x 7kW (4 bays)
Market Square car park, Brynmawr	1 x 22kW (2 bays)
William Street car park, Cwm	1 x 7kW (2 bays)



Energy and Digital



Community Meals Ultra Low Emissions Vehicles

Effective integrated working has enabled the Social Services Community Meals service to become more sustainable, supporting the councils strategy to reduce carbon emissions.

The service provides a daily hot meal to over 160 vulnerable adults living in Blaenau Gwent and during the reporting period, the launch of the rebranded Community Meals Service took place. This included the unveiling of their new electric vehicles which were funded in part through Welsh Government grant funding.

The service has used the introduction of the new vehicles to develop an intergenerational cross curriculum project with year 7 and 8 learners from Abertillery Learning Community Secondary campus. The learners have worked alongside the staff in the Community Meals team to design and develop the new branding and logos for the service including designing the artwork on the new vans - ensuring that the vans are noticeable when out and about the streets of Blaenau Gwent. They also spent time with the Council's transport team learning about the benefits of the service moving to electric vehicles and impact on the environment.





Case Study - Councillors approve scheme to improve home energy



Blaenau Gwent Council's Cabinet has endorsed its participation in a regional scheme aimed at improving energy efficiency in the homes of the most fuel poor residents in the borough.

The Council will work in partnership with the Cardiff Capital Region (CCR) and energy supplier EDF, as part of the Energy Company Obligation Scheme (ECO4 Flex), to identify domestic properties in need of energy improvement measures. Qualifying homes of property owners and privately renting tenants will be retrofitted with a range of insulation and energy improving measures as part of a 'whole house' approach.

A previous scheme saw 134 households in Blaenau Gwent benefit from measures including replacement of boilers, cavity wall, internal wall and loft insulation, first time central heating, upgrading electrical heaters and solar panel installation. A flexible element of the new scheme enables councils to tailor energy efficiency schemes to their area. Under ECO4 Flex, councils can refer private tenure households that it considers to be living in fuel poverty or on a low income and vulnerable to the effects of living in a cold home.

The Council's Cabinet Member for Place & Environment, Cllr Helen Cunningham says:

"As energy prices have rocketed and more families have been plunged into fuel poverty, this scheme is very welcome. It will target people living in properties with the lowest energy performance ratings and those not on the gas grid. We hope it will help reduce inequalities in living standards and in so doing deliver health, and wellbeing for people benefiting from the scheme.

It also supports the Council's aim to play our part in responding to the worldwide nature and climate crisis. We need to greatly reduce carbon emissions and improve the energy efficiency of homes as part of that."





Destination Management & Tourism



WELLBEING WORKHUB

In April remote working well being hubs were opened in Parc Bryn Bach helping to encourage people to work remotely whilst enjoying the nature reserve.

The opportunity to work remotely at the hub will help to benefit local community, businesses, individual's and the environment



We aim to bring community and business tourism to Blaenau Gwent - meetings, incentives, conferences and events. Improvements to the transport network give the ideal platform to fully embrace the opportunities that exist.



The Council continue to work with Transport for Wales on the **Abertillery rail extension** (Phase 2). This design and feasibility work is ongoing and the Council, Welsh Government and Transport for Wales are waiting to hear from the Department for Transport at UK Government for an update on funding to support the delivery of the project.



The EVR Frequency Enhancement (Phase 1) project is nearing completion with the provision of a **new rail station extension at Llanhilleth** and a new hourly service to Newport and Cardiff from Ebbw Vale starting in January 2024.





Destination Management & Tourism



Politicians came together to celebrate Wales Tourism Week and hear first-hand from businesses in a small Welsh town where the NHS was dreamed up 75 years ago. Nick Smith MP, Alun Davies MS and Cllr John Morgan, Cabinet member for Place and Regeneration met with managers of Bedwellty House and Park, The Tredegar Workmen’s Medical Aid Society Heritage Centre and the Tredegar Arms to explore what is available to visitors unearthing NHS history.



Bevan was a miner enjoying the comfort of what the local medical aid society offered its members. The society had Walter Conway as its secretary who in turn was a mentor for Bevan and was a fellow member of the local ‘Query Club’, a radical debating society in the town. This is where Aneurin Bevan sharpened his debating skills growing his intellect and shaping his principles that led to the formation of a health service, free at the point of need for everyone in the UK.

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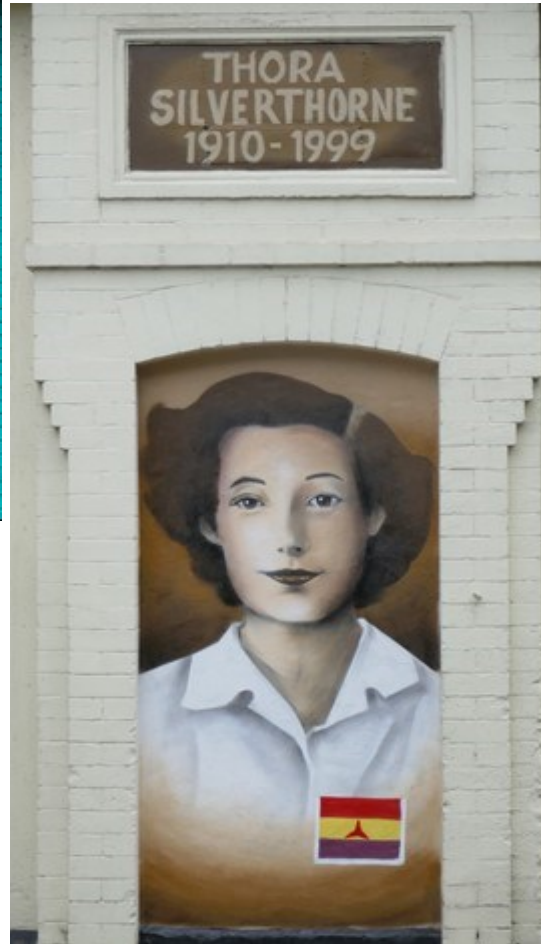
Kevin Phillips, TWASHC*, Nick Smith, MP and Jay Sweeny, TWASHC* – at the *Tredegar Workmen’s Medical Aid Society Heritage Centre, The Circle, Tredegar.

We have a proud heritage here in our communities and a history of standing up for those in need. The NHS is carved on our hearts and we want to use this its 75th anniversary to invite visitors to come and see where it all started. There is so much to see and do whether it is visiting heritage centres and museums, walking trails, listening to films, reading and learning about its roots. You can stay in friendly hotels with comfy beds, enjoy tasty food in our cosy restaurants or toast the NHS in our welcoming bars. You really should make 2023 the year to visit Blaenau Gwent

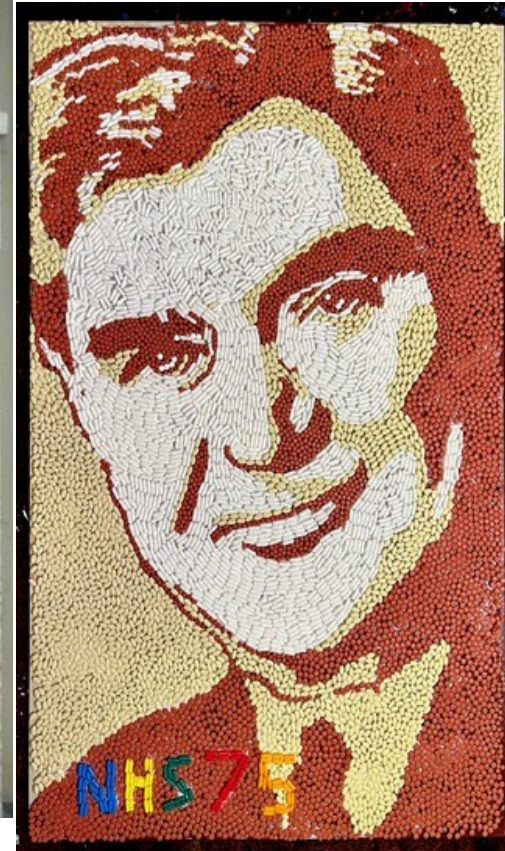
Councillor John Morgan, Cabinet Member for Place and Regeneration



Case Study - Destination Management & Tourism



Portrait of Aneurin Bevan made of out of placebo pills provided by PCI Pharma Services .



The mural is in Alma Street, Abertillery near the terraced house where Thora lived in at the start of the twentieth century

Famous artist Nathan Wyburn has created a large portrait in stones of Aneurin Bevan on a hillside above Trefil, Tredegar.

To celebrate the 75th anniversary of the NHS a series of artworks were commissioned by Blaenau Gwent County Borough Council. This included artwork from the famous artist Nathan Wyburn of a large mural of Aneurin Bevan and artwork of Thora Silverthorne one of the first to sign up for the Spanish Medical Aid Committee at the outbreak of the Spanish Civil War.



Employment and Skills



Business / Support to Business

The Enterprise Facilitation project was relaunched in June 2023.

Enterprise Facilitation is a free, informal, and confidential service for aspiring entrepreneurs and business owners within Blaenau Gwent. The Enterprise Facilitation® model places no time constraint on an Enterprise Facilitator's time or length of support available, which means clients will always have access to the form of support needed, as and when issues arise.



Since June 2023 the Enterprise Facilitators have been meeting with internal and external stakeholders to promote the service and working with a wide range of clients.

This includes:

- External Meetings/Intros **30**
- Internal Meetings/Intros **25**
- No of clients **62**
- No contacts identified for VRP (skills gap audit) **28**
- No of Drop-in Sessions / Business Clinics **1**

2 new Enterprise Facilitators have been recruited to deliver the Enterprise Facilitation model as well as lead on the day-to-day marketing and communications for the Business & Innovation team, including implementing new digital ways of working to improve customer experience and promote local business support initiatives and ensure local business development opportunities are maximised.

The Enterprise Facilitators will also support the development of an effective business networking forum for start-up, new and small businesses in Blaenau Gwent.



Blaenau Gwent Business Hub

A marketing and social media plan is currently being developed and the re-design of the Blaenau Gwent Business Hub is underway.



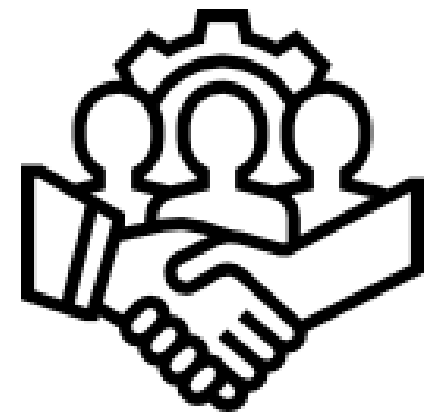
Kick Start Plus is **a joint initiative funded by UK Steel Enterprise and administered by Blaenau Gwent County Borough Council**. The scheme has been developed to complement the existing business start up grant initiative. The grant is aimed at supporting new businesses from 6 months up to 3 years old, to help them develop and expand.

Kick Start Plus

£10K funding secured from UKSE to continue with delivery of the Kick Start Plus programme, which is aimed at supporting new businesses from 6 months up to 3 years old, to help them develop and expand. UKSE also agreed to **increase level of maximum grant to £2,500.**



- **9 Expression of Interests received resulting in 6 applications issued.**
- **2 full applications received and 7 ongoing.**
- **2 grants approved, totalling £2,267.50.**
- **1 FTE job to be created and 2 FTE jobs to be safeguarded.**





Employment and Skills



Contractors, ISG have started work on the site of the former Monwel Hankinson factory, Ebbw Vale, to create a new multi-million hi-tech post 16 education facility.

The new **21,808 sq ft High Value Engineering (HiVE) facility** will provide state-of-the-art training and education for young people and businesses in the fields of robotics, advanced materials and manufacturing, and digital and enabling technologies.

In partnership with Coleg Gwent, and industry partners, the Council secured over **£12 million** from the Welsh Government's Tech Valleys programme and the UK Government to bring the redundant factory building back in to use and create HiVE facility.

There will be a high-quality teaching space with the capacity for **up to 600 students**, complete with classrooms, study areas and a range of workshop spaces. students, including those enrolled onto engineering courses at Coleg Gwent from Autumn 2024.

Construction starts on multi-million hi-tech post 16 education facility in Ebbw Vale



UK Government contributed over **£9 million** from its Levelling Up fund

Employment and Skills



HiVE aims to:

- Provide relevant, up-to-date qualifications for the next industrial revolution.
- Raise awareness in schools, pupils, and the wider community.
- Raise aspiration and inspire future generations.
- Improve accessibility.
- Raise attainment levels in STEM.
- Align with partners/ stakeholders to develop a skills package/offer; and
- Address the gender imbalance in Engineering.

The Centre will offer employment and skills opportunities with training, specifically allowing students to experience the world of work and equipping them with a qualification such as BTEC, HNC or HND.

It will be a Centre of academic excellence for relevant engineering qualifications up to level 6 and therefore responding to industry and their needs.



The Welsh Government has committed **£3.97** million to this proposal comprising:

- **£20,327** contribution to evaluation of need study commissioned by BGCBC from the Manufacturing Technology Centre (MTC).
- **£200,000** seed funding for detailed design development (specifically, activities and reports to bring architectural drawings and ecological and other surveys required to enable the planning application to be submitted this sum has been paid in full).
- **£160,000** was awarded in January 2022 to assist in de-risking detailed design work and moving from RIBA 3 to 4 in the development of tender documents.
- **£600,000** for the purchase of autonomous robotics equipment and creation of feeder / taster learning hubs in Tredegar Comprehensive School and Coleg Gwent Learning Campus.
- **£2.99 million** in March 2022 for the delivery of HiVE going forward.



The **Aspire Shared Apprenticeship Programme** within Blaenau Gwent is a strategic project with a number of partners; Ebbw Vale Enterprise Zone, Education, Industry and Blaenau Gwent County Borough Council. The programme is set to enhance skills development within the manufacturing and engineering companies to develop business growth; whilst tackling unemployment and providing aspirational opportunities for young people across the local authority.

External Aspire Apprentices

- Total Apprentices external 102 (16-24 year olds)
- Currently 20 Apprentices on programme Utilised Over 22 host companies within Blaenau Gwent
- Apprentices that are live in BG at 44 %
- Percentage of 90% male 10% female
- Varying Apprenticeship Pathways - within an Advanced manufacturing setting

Internal Apprentices -

- Facilitated 29 Internal apprentices - Age profile 17-42 because we could do any age apprenticeships.
- 18 Apprentices currently on programme.
- 60% Male 40% Female
- 63% live in Blaenau Gwent
- over 10 different departments including Business support, transport, social services, education etc.
- 8 apprentices have moved into employment

Aspire Children Looked - Aspire Support

- 43 referrals from 14+
- Met 31- supported with:
 - ◇ Career options
 - ◇ CV workshops
 - ◇ Job applications/ DBS
- 18 work placements/ traineeships facilitated. 7 of these now in employment

Employment and Skills

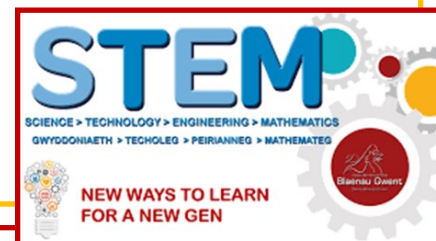


The **STEM Facilitation Project** is funded by Welsh Government as part of Tech Valleys initiative to establish a coordinated programme of STEM support to schools, centred on industry.

The following link contains all our latest up to date information. <https://padlet.com/BGSTEMPROJECT/stem-facilitation-project-jjw368i31d79ypnh>

Key Targets achieved between April – September:

- New Businesses engaged = 17
- Business committed to working with schools = 12
- No of Activities delivered or supported by business = 8
- No of activities delivered from other providers = 57
- No. schools engaged = 27
- STEM audits undertaken with schools = 11
- STEM sessions delivered at Secondary Schools = 4
- STEM sessions delivered at Primary Schools = 71
- STEM Events delivered = 2



Key activities between April to September are:

- STEM Facilitation Grant (Tech Valleys Initiative) – over £57k in total, awarded across all 4 secondary schools to purchase capital equipment that will enhance the STEM learning of pupils, by bringing real world, authentic work experiences into the classroom, in partnership with industry.
- Padlet launched April 2023 – updated monthly, circulated to schools, internal staff and Councillors.
- Blaenau Gwent STEM League launched May 2023 – school of the month, termly hero, school of the year. 21 schools signed up to League / 27 out of 29 schools currently engaging with us *(all schools now engaged with us)
- Launched BG STEM Business Recognition Scheme in August – businesses working with us will get points for each school intervention. If businesses do a minimum of 3 interventions per academic year, they will be referred to Careers Wales to become a School Valued Partner and enter their Annual Awards.
- Shortlisted as finalists for the Wales STEM Awards 2023 in the STEM Educational Programme of the Year (Public Sector).
- Strong relationship with Careers Wales – monthly F2F meetings held with them. Collaborative project to launch with them early 2024 – Tasty Careers.
- Creating Coding Communities – scoped out during the summer and launched October 2023. The purpose of this project is to provide an extra curricular, community based, STEM intervention that addresses educational inequality and disparity of opportunity, for children in Blaenau Gwent - **Creating Coding Communities** is currently being delivered across all 6 libraries. In September, all Blaenau Gwent Library Services staff were trained to deliver child-led coding sessions to all Yr 5/6 primary school children and is being supported by the provision of 10 Chromebooks and 20 complete micro:bit starter robotics kits for each of the 6 libraries which is included in the programme. These items will be permanently donated to each library as a project legacy gift and will help facilitate an understanding of Coding and Robotics to hitherto unachievable levels. The idea is to bring learning into the communities where children can take family members / carers to participate in coding sessions too.

 **Employment and Skills**

Blaenau Gwent
QuickStart
Work Placements

Supported Work Placements

The Quickstart Blaenau Gwent Programme offers 6 month supported paid work placements within Blaenau Gwent to anyone aged 16 + who are unemployed or economically inactive, to gain valuable experience and enhance employability skills to increase their chances of finding full time work once the placement has ended.

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A host of employers in Blaenau Gwent are offering meaningful Quickstart Blaenau Gwent placements in a variety of sectors to suit individual interests. Participants will be supported throughout their placement to develop transferrable skills, undertake relevant training and increase confidence to secure future long term employment.



The **Quickstart** Programme commenced in April 2023



Quickstart was based on the principles of Kickstart –

The aim is to support 100 unemployed people over the 2 years. Already we have

facilitated 60 placements in 39 companies.



**APPRENTICESHIP
IN ACTION**

**Aspire Blaenau Gwent
Apprenticeships**

Case Study

Katie Hall
Care Assistant Apprentice

Employer
Blaenau Gwent County
Borough Council



BACKGROUND

What did you do before the apprenticeship?

I'm a mum of 2. Before I had my eldest I was at college. I fell pregnant halfway through my sports level 3 course but managed to complete it. I worked in retail for a short while and did some shifts with an agency in domiciliary care.

Why did choose to do an apprenticeship?

My experience with the agency wasn't good but I knew I wanted to work in care. The council has a good reputation so I knew it would be a good chance to work with a good employer and get my qualifications. My partner started as an apprentice and is now fully qualified- that's what I want.

Why you chose this area of work?

I love making people smile! I love helping people who can't do everything for themselves- it makes their day better. Providing person centred care and helping individuals access their rights and community, giving them choice makes me very happy. I love going to work every day.



WHAT YOUR ROLE ENTAILS

What have you learnt in your role?

I've learned how to interact and communicate with people with special needs, especially those who are non-verbal. I can read their expressions and body language to understand what they want or need. I have also had med training and manual handling training.

WHAT PARTS OF THE JOB YOU ENJOY?

What support/help you get?

My team are brilliant, they answer all my questions and help me understand anything I'm not sure about. I have regular supervision with my manager who is brilliant. I also have a PA and Aspire Mentor who can help me with anything I need and my tutor for coursework.

What challenges have you faced?

The meds training. It's a big responsibility to give meds and I really had to concentrate to make sure I understood everything but I passed and feel much more confident after it.

What would you say to a friend who was interested in an apprenticeship?

Go for it- it will change your life! I've had loads of support along the way.

Plans for the future- what do you hope to do at the end of the apprenticeship?

I want to qualify as a level 5 manager! Ideally I'd like to do the level 3 in childcare next year as we will be having children in Augusta soon. I really hope I can stay in this placement and complete my qualifications as I love it.

Apprenticeships - working for you...



For further information telephone: 01495 355508 or Email: sap@blaenau-gwent.gov.uk



Housing Development



We are committed to the regeneration and economic future of Blaenau Gwent and to working with partners to bring disused sites in the county borough back into use.

The Social Housing

Grant Programme

supports delivery of affordable housing provision. In 2022/23 an increased Social Housing Grant award of **£7.1m** was allocated to Blaenau Gwent to support delivery of social housing. This will be maintained at this rate until 2025/26.

Six Bells Colliery - A partner Registered Social Landlord (RSL) has expressed an interest in developing a mixed tenure residential scheme on the site. **Discussions are at initial stages.**



Ashvale - Cardiff Capital Region City Deal, Housing Viability Gap Fund has been secured, in order to bring the site forward for residential development. This will bring forward 54 open market and 6 affordable homes to the area. Commencement on site is due January 2024

Former Civic Centre Site - A high level development brief has been shared with RSL Partners in order to evoke discussions to bring forward a mixed tenure residential scheme to the site.



Abertillery Leisure Centre - Social Housing Grant has been allocated to the 22 unit scheme for 2024/25, working in partnership with Melin Homes. The scheme is due to be considered by Planning Committee early 2024.



Former Nantyglo School - Options to ensure that the former Nantyglo School is brought forward for residential development are currently being formulated.





Housing Development



The Council works to improve homes across Blaenau Gwent with the aim of increasing energy efficiency and reducing fuel poverty.

Total of **40** adaptations completed at a cost of

£248, 237.45

4 x Home Improvement Loans applications received and going through legal process

6 x Houses to Homes Loan awaiting approval

13 Empty Property Grant Surveys carried out

We aim to deliver **Disabled Facilities Grants in private homes to support independent living** within a target of 300 days and this was achieved during the first half of the reporting period. However, due to the continued increase in applications and availability of surveyors and contractors to carry out assessments and on site works, by the end of quarter 2 we were over target, **delivering within an average of 328 days.**

This still remains an improvement on the same period last year which then stood at an average of 396 days.

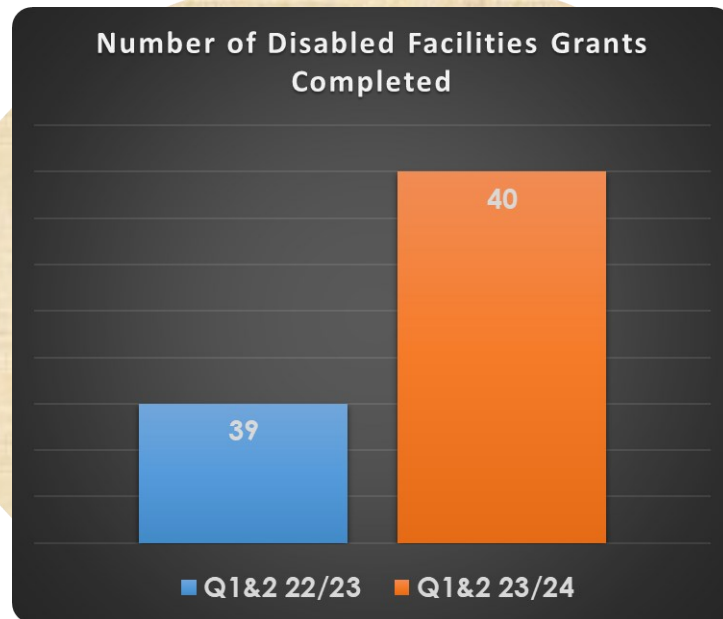
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During the period, **2** units were delivered via the Social Housing Grant and occupied by customers.

This was on the Carn y Cefn Site.



Number of Disabled Facilities Grants Completed



Work has continued delivering **40 Disabled Facilities Grants**

(DFGs) so far this year.

This work provides major home adaptations for disabled people for the purpose of providing access into and around their homes.





Housing Development



Every 5 years, each Local Authority in Wales is to undertake a **Local Housing Market Assessment (LHMA)**. The Blaenau Gwent Plan is **in the process of being completed** and is expected March 2024. The assessment will include key socio-economic demographics, including population projections, wage and rent levels, homelessness trends, care accommodation demands, the strengths and weaknesses of the housing market.

We are currently Investigating the presence of approximately 800 privately owned empty properties within the Borough. This will lead to a review of the empty property strategy.

In 2022/23, 33 empty properties (46 units) were brought back into use via direct action.

The LHMA is then used to inform the housing strategy, Social Housing Grant prospectus, market engagement, regeneration and social care plans.

There are a number of grants available from Welsh Government to help deliver new social and affordable homes, including:

- Social Housing Grant
- Transitional Accommodation Capital Programme
- Housing Care Fund
- Affordable Housing Grant
- Recycled capital grant
- Empty Homes grant
- Town centre regeneration/stalled sites fund/ land for housing scheme (loan)





Case Study - Affordable Housing



Blaenau Gwent-based Housing Association Secures £105 Million Long-Term Debt Refinancing with NatWest Group

In a groundbreaking move that promises to transform the landscape of affordable housing in Blaenau Gwent, Tai Calon Community Housing, the largest provider of homes in the region, has achieved an extraordinary milestone. The organisation recently finalised a £105 million long-term debt refinancing partnership with NatWest Group. This landmark agreement, concluded on Friday, 28th July 2023, ushers in a new era of growth and progress for Tai Calon and the communities it serves.

This refinancing deal allows Tai Calon to access a level of funding flexibility typically associated with developing housing associations. Until now, the organisation had only ventured into one small Housing First scheme and is developing a modest housing project in Ebbw Vale. With the support of NatWest Group, Tai Calon can now embark on a full-scale development program to construct new affordable homes for those in need across the county of Blaenau Gwent.

Tai Calon's journey towards securing this significant refinancing milestone was made possible by the valuable expertise and guidance of their funding advisors, 2Tix Ltd, and the dedicated legal counsel provided by Clarke Wilmott.

The successful £105 million long-term debt refinancing partnership with NatWest Group marks a significant turning point for Tai Calon. Empowered with greater funding flexibility, Tai Calon is now set to forge a brighter future for affordable housing in Blaenau Gwent.

"With the support of the NatWest Group, we can now start a development program of new affordable homes for those in need within the county of Blaenau Gwent. This is an exciting opportunity to make a real difference in the lives of our communities and address the pressing demand for quality and affordable housing."

Howard Toplis, Chief Executive at Tai Calon





Improving the Local Environment



The **People and skills investment priority** of the Shared prosperity funding was based on a 3 year allocation of **£8,599,836** – Year 3 funding has been allocated and programmes were profiled over the 2-3 years within education and Regeneration. Grant funded projects were conditionally offered funding for year 3 as well. In terms of the multiply underspend we have been working with in internal departments reviewing opportunities to link – high carbon and green energy agendas to facilitate upskilling and training opportunities for internal and external teams.



The **Communities and Place investment priority** of the Shared Prosperity Fund will enable places to invest to restore their community spaces and relationships and create the foundations for economic development at the neighbourhood-level. The intention of this is to strengthen the social fabric of communities, supporting in building pride in place. Blaenau Gwent's SPF funding allocation over the 3 year delivery programme against this investment priority is **£7,837,618**. In the summer we opened up applications for funding to support projects that fit under the Community and Place pillar. This process is now concluding, and applicants are being informed of the status of their application. The community and place funding has also been used to deliver the town centre events programme.



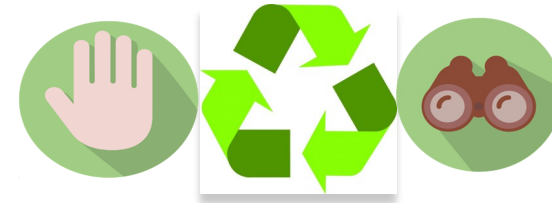
LONG TERM - Decarbonisation and Reducing Carbon Emissions

The decarbonisation agenda is considered when putting individual projects together. Some of the interventions in the Community and Place investment priority of the SPF Fund support work within the community around decarbonisation and could support locally owned renewable energy projects to come forward. Likewise, the support for local business will look to help them in decarbonising their activities.



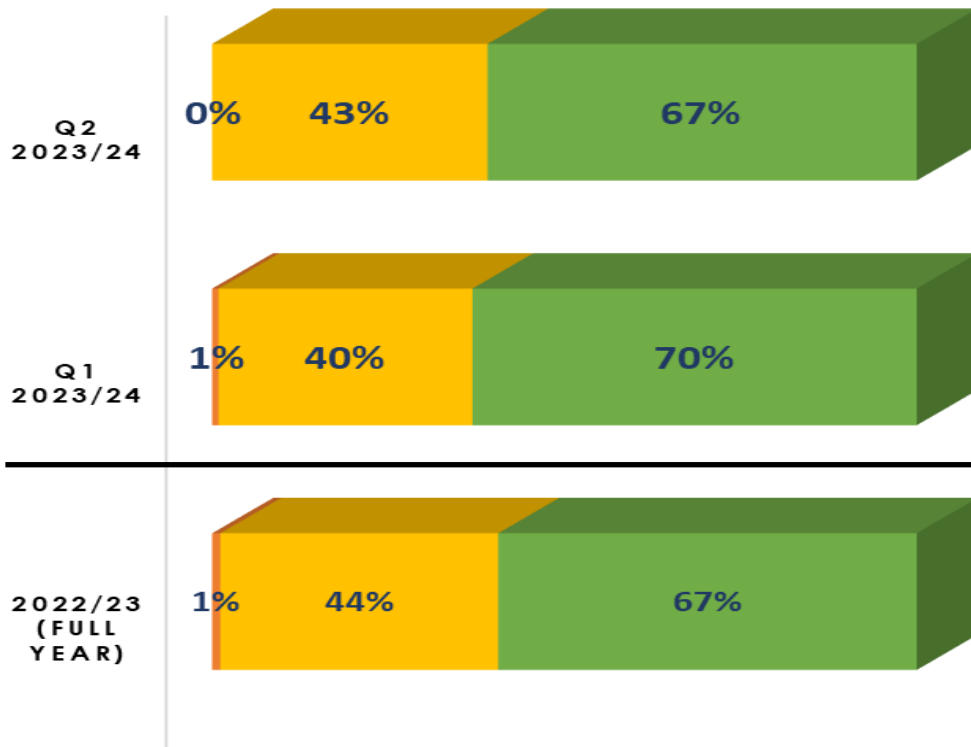


Improving the Local Environment

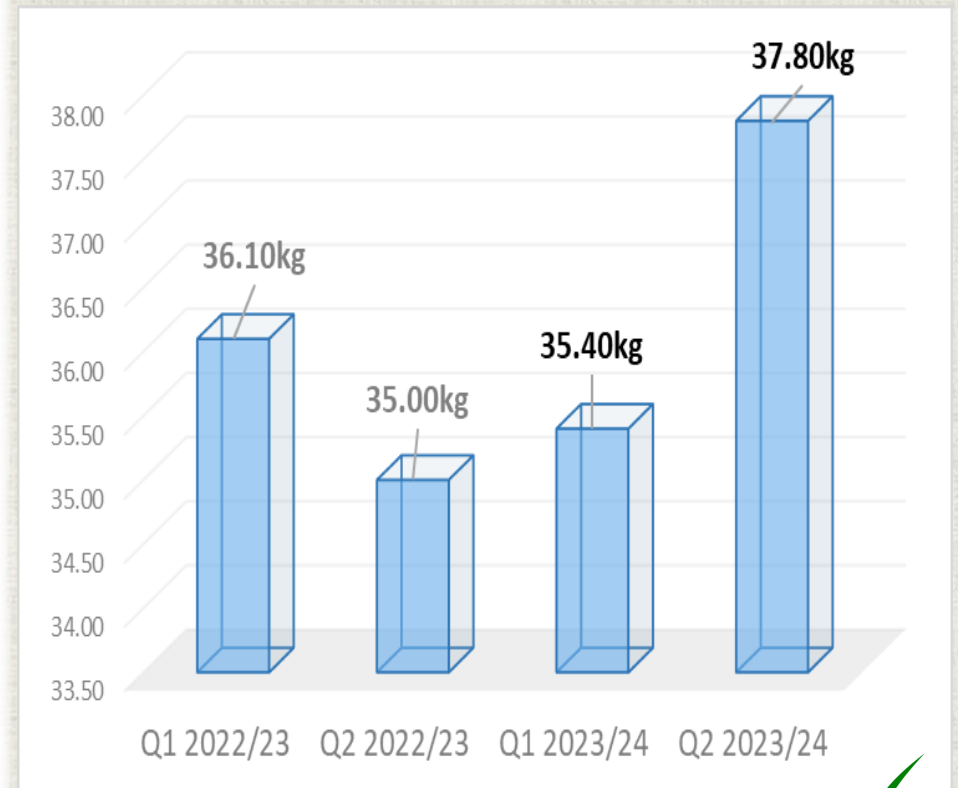


WHAT HAPPENS TO OUR WASTE?

- Municipal waste sent to landfill
- Municipal waste sent to Energy from Waste
- Waste reused, recycled or composted



Average amount of waste produced per resident during April—September (kg) - Comparison showing the period this year and last year



• 2023/24 Data unverified by Natural Resources Wales

• The Energy from Waste indicator is based on collected waste and we claim a % back from the Incinerator Bottom Ash which also contributes to our recycling rate.



Improving the Local Environment



Our recycling performance continues to support the Council's Corporate Plan in the priority of 'Respond to the nature and climate crisis and enable connected communities', which is to increase the rate of recycling and achieve national targets. Welsh Government has set a national recycling rate of 70% by 2024/ 2025.



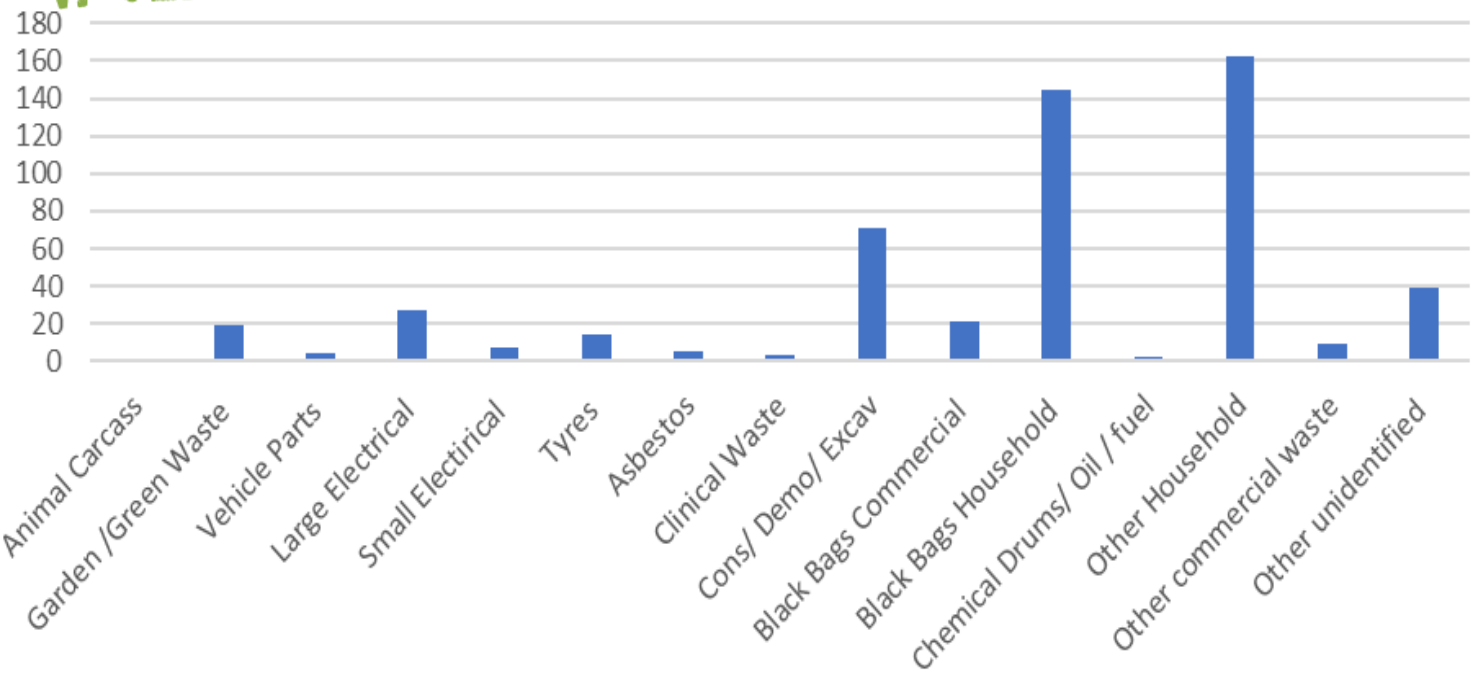
In quarter 1 our recycling rate was **70.11%** exceeding **Welsh Government target** for the first time



Prevention - CCTV units have been deployed across the County Borough to target highway lay-bys and rural locations subject to prolific fly tipping. There have been 58 incidents captured on CCTV during the April - September period.



Incidents by Primary Waste Type



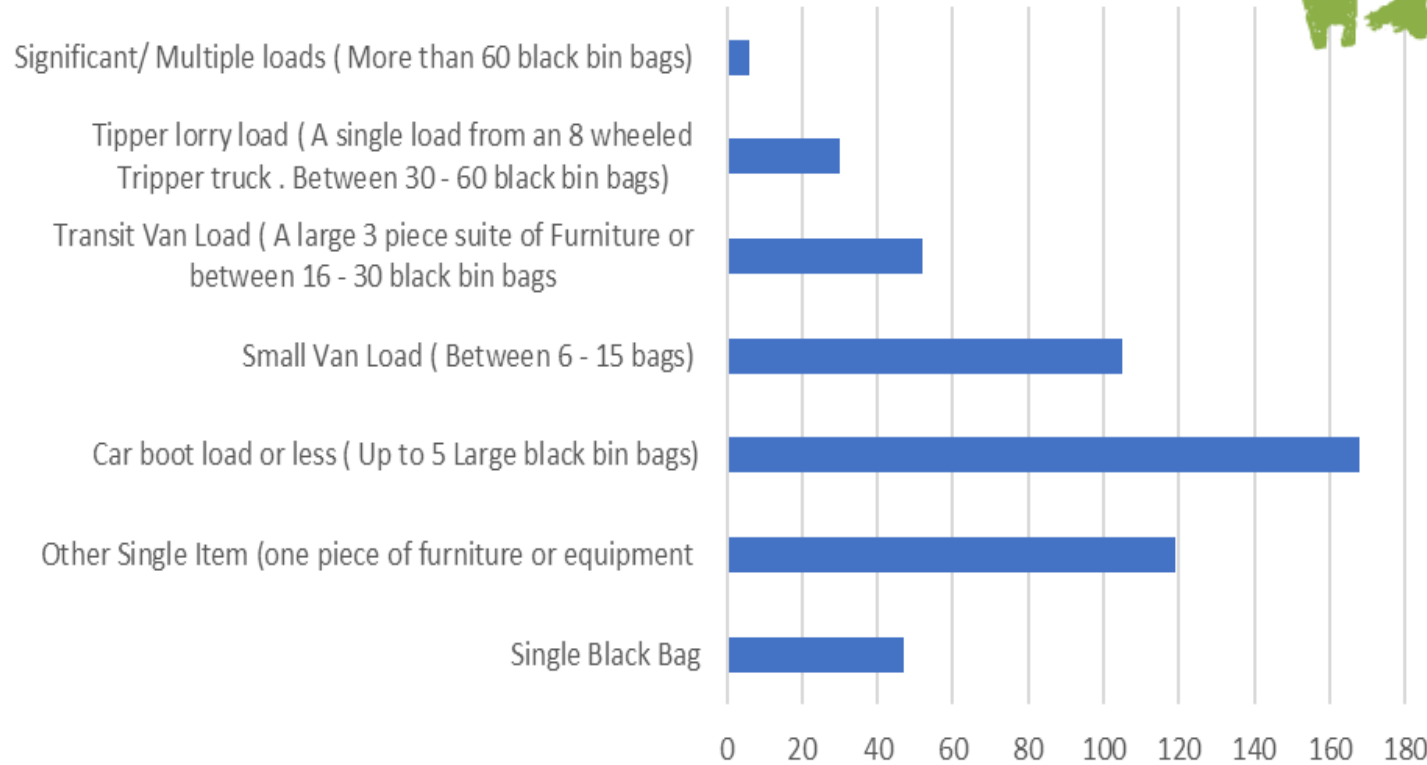


Improving the Local Environment



FLY-TIPPING ACTION WALES

Fly Tipping Incident breakdown by size



During the reporting period (April 23 to Sept 23) there were **73 £400 fixed penalty notices issued for Fly Tipping**

Provisional figures indicate a there was a **28% reduction in fly tipping from 2020/21 to 2022/23** and in the first 2 quarters of 2023/24 there was a **21% reduction in the number of incidents compared to the first 2 quarters of 2022/23**

Data unverified by Natural Resources Wales

527 Fly-tipping incidents were reported during the reporting period, the average number of days taken to clear was **5 days**

Successful prosecutions were secured against 2 individuals in September 2023 for a total of **35 separate waste offences** with a total of **£13,253 in fines** and costs issued by the Courts.





Improving the Local Environment



In June 2023 a **Food waste campaign** was launched to engage with residents of Blaenau Gwent following an analysis that **23% of residual waste was identified as food.**

Excess / Bulky cardboard is now collected when presented in dedicated “cardboard sack” following the re opening of the Authority's Household Waste Recycling Centre's in Roseheyworth and New Vale.

Our Wardens have been carrying our door to door activity with residents who are not recycling food to inform them of the benefits of food recycling and to ensure that they have the appropriate receptacles.

Monitoring is taking place to identify any increases in recycling rates.

Following the Enforcement Wardens engagement with residents on recycling Rounds 1 to 4 conducted during Q1 and Q2, there has been a 16% increase in food recycling participation.



43 warning letters have been issued from **April – September** with **4 section 46** notices served.





Case Study - Clean local environment



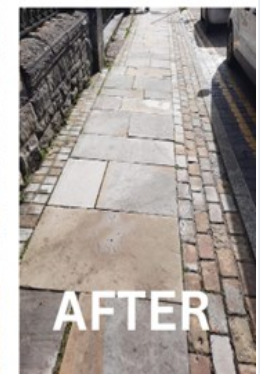
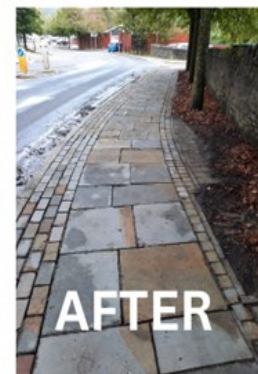
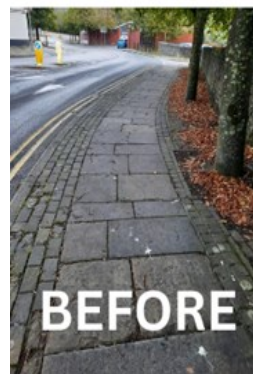
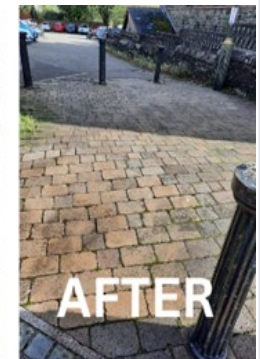
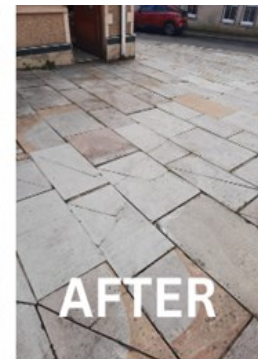
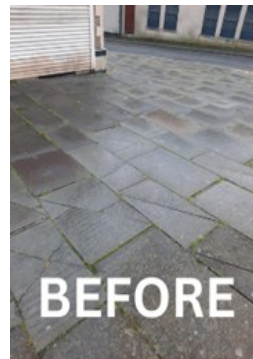
Gum Blitzer Monthly Cleaning Report August-September 2023

During the reporting period, the rotary cleaning team covered a total area of **1,650 square** meters in Tredegar.

- The team worked for **33** days during this period and covered an average of **50** square meters per day.
- The rotary cleaning team focused on high-traffic areas such as bus stops, pedestrian crossings, and shopping areas as detailed on the site plan.

The rotary cleaning team needed to use a total of 20,000 litres of water during the reporting period. The team used high-pressure water jets to remove dirt, debris and other contaminants from the pavement surfaces.

26 days of Chewing gum removal was carried out during this period in Tredegar as requested using our ecofriendly steam cleaning system.





Case Study - Educational Suite



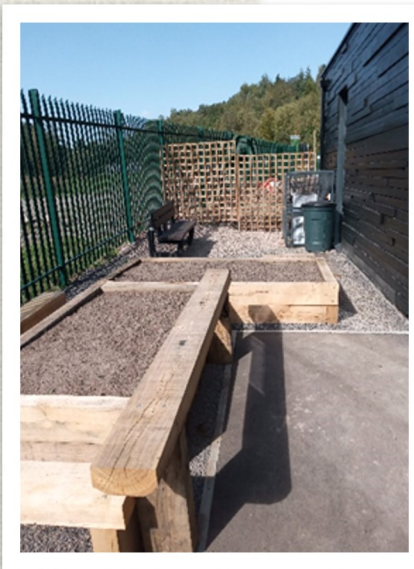
The new Educational Suite at Roseheyworth Household Recycling Centre has been completed. The charred wood effect on the building has been achieved by reclaiming wood from the recycling site. All the doors, furniture, TV, chairs, tables, and lockers were reclaimed from the Civic Centre before it was demolished which is not only a good way of reusing items but has helped to reduce the costs.



The Educational Suite will allow school children and community groups to learn about recycling and what happens to materials. We have already been approached by several partners with an interest in utilising the building for a range of activities including a Nappy Library, Repair cafes and community meetings. The Educational Suite was built with Welsh Government Circular Economy Funding.



A bid to Keep Wales Tidy for a wildlife pack was successful and has been utilised, with support from the Ecology Team, to develop the grounds for the benefit of local wildlife. An open day is planned for early November with interested parties with a view to taking bookings in the New Year.





Healthy and Safe Communities



Our Transitional Capital Funding Programme involves working with Registered Social Landlords to identify properties for homelessness/ resettlement schemes. During the year 8 additional properties have been included and a further 3 properties have been identified in partnership with Tai Calon for inclusion in the scheme for which a bid was submitted to Welsh Government for funding.

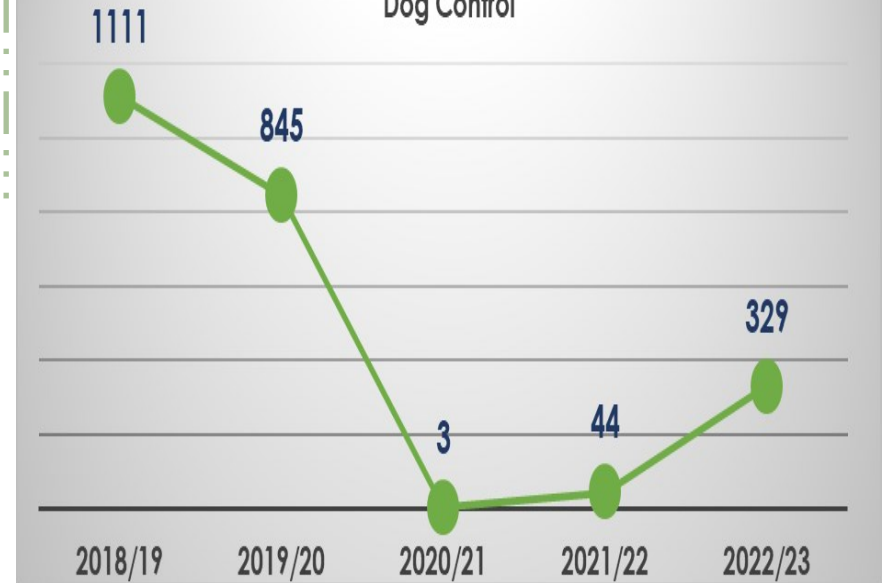


HOMELESSNESS - During the reporting period, 76 households met the threshold for being threatened with homelessness. Of these, 41 were successfully prevented from losing their accommodation - 54%. Due to the continued lack of move on accommodation in the private and social housing sectors, combined with clients approaching the Council at crisis point, it continues to be difficult for the team to prevent homelessness and meet the target set.



LONG TERM - It is a priority for us to raise the profile of Play by improving the quality and equity of play provision throughout the Borough for all our children and young people. To achieve this we are looking to refurbish and maintain existing play provision to acceptable levels and develop new initiatives based on identified need within the Borough.

Number of Fixed Penalty Notices (FPN) Issues for Litter and Dog Control



During the first six months of the year there were

14 fixed penalty notices issued for litter and **5** for dog control.



New **fixed penalty notice contractor**, District Enforcement Ltd have been **appointed** and to begin enforcement in the County Borough in Q3 **enforcing litter, dog control, commercial duty of care, smoking, urinating and spitting in public offences.**



Healthy and Safe Communities



In May 2023 Audit Wales published a report following a review of our Planning department which took place in February 2023. The review sought to:

“ provide assurance and insight as to whether the Council’s planning service is effectively and sustainably meeting its objectives and contributing towards the achievement of the Council’s corporate priorities”



The overall findings of the report found the planning services plays a key role in enabling delivery of the councils corporate objectives and that the planning committee performance is improving

However “ ***the service’s business planning and performance reporting do not demonstrate this important contribution***”

4 recommendations were identified following the audit :

- Include performance measures in the Development and Estates business plan to demonstrate the service’s performance ambitions and to enable effective monitoring of the service
- Include in the Development and Estates business plan the service’s contribution towards delivering the Council’s corporate objectives to demonstrate its important enabling role
- The Council needs to assure itself that the planning service has robust data quality arrangements to ensure that it reports accurate performance data so that staff, members, Welsh Government and the public can place reliance on its integrity to make accurate and informed decisions
- Full Council to consider the outcome of the scheme of delegation and planning protocol review by September 2023 and decide on future planning governance

Idox is a software that supports the management of planning and building control . Work on Idox system continues and data migration is being explored. Work on updating the Scheme of Delegation has been completed and has been presented to the Planning Committee and Senior Management.



The full report can be found here : democracy.blaenau-gwent.gov.uk/ieListDocuments.aspx?Cid=1251&Mid=2616&Ver=4&LLL=0



Healthy and Safe Communities



Environmental Health responded to **179 Housing Safety/Standards service requests** relating to sub-standard Privately Rented Sector accommodation, damp nuisance, Warm Home Nest Inspections, including the **approval of a New Landlord loan. (35k).**

Pest Control is delivered in partnership with Rentokil. 1,139 free rat treatments Were completed along with 105 treatments for other pests

Environmental Health responded to:

184 service requests related to **accumulations of waste in gardens – mostly household waste;**

51 related to **smoke from domestic fires/bonfires;**

10 service requests relating to **alleged filthy and verminous premises;**

287 Noise Nuisance Complaints;

23 Other **Nuisance** Complaints;

132 Planning Consultations; and

32 Licensing/Temporary Event Notice Consultations.



Support has been provided for the local response relating to the resettlement scheme for Ukrainian people by **inspecting 2 properties** to ensure they are **safe and suitable.**





Healthy and Safe Communities



A range of Commercial Health & Safety interventions continue to be Delivered as outlined in the Health & Safety Service Delivery Plan 2023/24

127

inspections have taken place at food businesses across the Borough during the reporting period



During the reporting period—**51** new food businesses have been identified :

- **55** revisits have been undertaken to check that matters of non-compliance at food businesses have been remedied
- **144 written** warnings have been served to food businesses and served **9** Hygiene Improvement Notices
- **63** food samples have been taken from food businesses and 2 products have been identified which were microbiologically unsatisfactory. Action has been taken in both instances to alert the producer / supplier as they were out of county
- **6** complaints have been investigated about foodstuffs and **32** complaints about the hygiene of food premises
- **3** Fixed Penalty Notices have been issued for failure to correctly display a valid food hygiene rating
- We have responded to **119 requests** for service (these include a mixture of advice requests, registration, event notifications, etc)

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The Food Standards Agency is a non-ministerial government department with the main objective to protect public health from risks which may arise in connection with the consumption of food.

An Audit was completed by the Food Standards Agency at the end of September against Services planning for recovery work of Food Law Service and to revisit any outstanding actions from previous Audits.

The results of this Audit along with next steps will be reported in the next Performance report.

SGŌR HYLENDID BWYD FOOD HYGIENE RATING 0 1 2 3 4 5 ANGEN GWELLA AR FRYYS URGENT IMPROVEMENT NECESSARY	SGŌR HYLENDID BWYD FOOD HYGIENE RATING 0 1 2 3 4 5 ANGEN GWELLA YN SYLWEDDOL MAJOR IMPROVEMENT NECESSARY	SGŌR HYLENDID BWYD FOOD HYGIENE RATING 0 1 2 3 4 5 ANGEN GWELLA IMPROVEMENT NECESSARY
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Healthy and Safe Communities

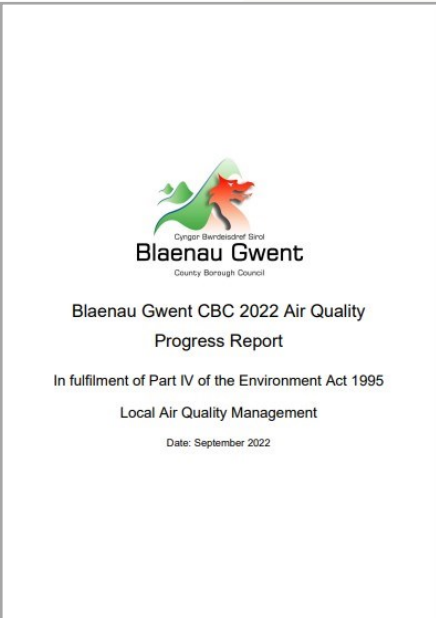


The Environmental Health Section is responsible for monitoring **air quality within Blaenau Gwent**. Air Quality is the term used to describe and classify the concentration of certain pollutants in the air. These pollutants have the potential to adversely affect human health at elevated concentrations.

An air quality management is declared when there is an exceedance of air quality standards and the local authority must take legal steps to improve the situation.

In Blaenau Gwent we have good levels of air quality so we have not declared any air quality management areas.

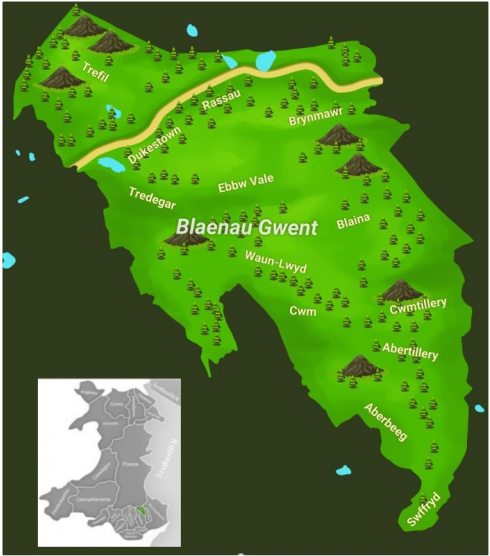
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The completion of the 2022 Air Quality Assessment has been completed and submitted to Welsh Government

We currently carry out **air quality monitoring at 28 locations** within the borough at residential properties and schools.

These locations are selected by officers due to them being in close proximity to busy roads, industrial estates and specifically at schools due to the school run effect.



In the reporting period, one premises closed, One permit was surrendered (no longer necessary) and a new permit was awarded to a wood manufacturing company.

Environmental Health **successfully regulated 22 industrial processes to minimise pollution** without the need for any formal enforcement action.





Healthy and Safe Communities



We have responded to a total of **77** individual cases of infectious disease

We have responded to **8** incidents of infectious disease at care and education settings (Incident = 2 or more cases)

Infectious Disease:

We continue to support the response to clusters of COVID-19 in some of our most vulnerable settings.

We have attended meetings and provided detailed feedback to Public Health Wales and Welsh Government to assist in the review of the procedure for dealing with incidents of COVID-19 at care settings

Health and Safety:

We continue to prepare for the introduction of the Special Procedures Licensing Regime. The current proposed commencement date is June 2024. We have arranged for a members briefing by Welsh Government with a focus on the impact on Licensing Committee and this is scheduled for December 2023. We continue to participate in a small working group led by Welsh Government So far in 2023/24 (all since June) we have the following:

- **4** new premises registered, **2** in process and **1** expected (currently pending planning) – **7 total**
- 6 new practitioner registered, 3 in process- **9 total**
- Compared to the figures for 2022/23 we have already had double the number of new premises apply to register compared to that for the entirety of 22/23
- We have responded to 15 notifications to the Authority as a Health and Safety regulator under RIDDOR
- We have received and responded to 65 requests to the Health and Safety service (these are a mixture of advice requests, events and complaints)
- We continue to implement the priority actions identified in the Health and Safety Workplan 2023/24





Healthy and Safe Communities



Trading Standards

Trading Standards aims to ensure a fair, safe and equitable environment for all who purchase and sell goods and services in Blaenau Gwent. This is undertaken through a range of intervention, advice and enforcement activities with businesses and consumers. We work closely with partner agencies in order to gather intelligence and enforce the legislation covering areas such as:

- Weights and Measures
- Food Labelling and composition
- Counterfeit Goods
- Product Safety
- Pricing
- Rogue Trading and Doorstep Crime
- Consumer Credit
- Misdescribed Goods
- Scams
- Age Restricted Sales

More information on the work of Trading Standards can be obtained at: <https://tradingstandards.gov.wales/> <http://www.tradingstandards.uk/>



A total of **313 inspection visits** were **carried out** by Trading Standards Officers during this period. These include visits to food businesses as required under the Food Law Code of Practice, visits to town centre/ high street retail premises, inspections of manufacturers, online businesses and car traders.

41 victims of scams were identified as potentially vulnerable and requiring a support visit. 100% of these were visited in accordance with targets agreed with the National Scams Hub.

32 Alternative Enforcement Strategies were **undertaken** with **food businesses** involving information gathering questionnaires and visits.

18 service requests during the first 6 months and all were **responded to within our target** time of 5 days.

As part of **Scams Awareness Week 3-9th July 2023**, Trading Standards Officers undertook a scam prevention presentation for vulnerable adults and disseminated social media messaging to help raise awareness of bogus sellers

347 consumer complaints received (of which 313 were received via the Citizens Advice Consumer Service)





Case Study - Trading Standards



Trading Standards Prosecution

A Blaenau Gwent resident was sentenced at Cwmbran Magistrates Court on 31/08/23 after pleading guilty to 4 offences under the Trade Marks Act 1994 relating to the sale and advertising of counterfeit clothing and trainers.

The individual had been investigated by Blaenau Gwent Trading Standards Officers after a complaint was received in March 2022. Trading standards investigations showed that she was advertising and selling a wide variety of counterfeit goods through the private Facebook group that she had set up and which had over 1500 members. The evidence showed



that the individual was responsible for purchasing the fake items from UK and foreign suppliers as well as taking orders from customers and arranging for delivery suggesting a higher category of culpability and harm.

The counterfeit goods being sold included clothing, trainers, bags, aftershaves, perfumes, jewellery and other accessories bearing fake branding such as Nike, Adidas, North Face, Stone Island, Hugo Boss, Rolex and Ugg.

A warrant was executed on 13/07/22 at the person's home address where counterfeit goods were found ready to be sent to customers. Further forensic examinations of mobile phone following the warrant showed that the business was organised and extensive with large volumes of customers all over the UK.

Magistrates sentenced the individual to 240 hours of unpaid work which was reduced to 160 hours the person's early guilty plea, a victim surcharge of £114 and costs of £1200.00.



Managing Our Estate



Work is to be undertaken on the General Offices. Architecture Services have been tasked with considering proposals to improve the area, as an environmental space, subject to approval, this would be supported by grant funding. A Specialist Surveyor has been engaged to undertake a Condition Survey of the GO to undertake an appreciation of schedule of costs for the medium and long term

PREVENTION - Schedule 3 of the Flood and Water Management Act (FWMA) 2010 requires surface water drainage for new developments to comply with mandatory National Standards for sustainable drainage (SuDS). It also requires surface water drainage systems to be approved by a SuDS Approving Body (SAB), before construction work with drainage implications may begin.

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As we have moved to a more agile model, we have had less staff using our offices on a daily basis and will need to look at how we meet the future needs of our staff. A review of accommodation, with the potential view to reduce it further, is currently being considered in order to protect jobs and cut costs.

A corporate property management group has been established to look at the medium to long term position of council buildings.



From April – September over 14 SABS inspections took place by the team

Land Drainage Maintenance & Improvement continued including :Kingstreet & Ladies Row (cleansing); Valley View Road (repair); Old Blaina Road (hatch repairs) Yard Row (Repair drainage pipe), Gelli Road (New Culvert), Marine St Cwm (jettted culverts), clearance work undertaken at various locations.

Notice has been served at George Street in Brynmawr to undertake works, there has been a failing to comply with the notice so further remedy is currently being sought



Managing Our Estate



Good progress has been made during the reporting period on all fronts in managing our estate with key participation in developing the New Operating Model & the review of Blaenau Gwent Property needs moving forward.

- ✓ We continue to lead on Income Generation projects supporting neighbouring Authorities in key Educational and other capital schemes.
- ✓ We continue to support on Community Asset Transfers with regular engagement and meetings in place.
- ✓ 21st Century Band B Projects - Glyncoed progressing well with final contractual arrangements being finalised for Welsh Medium Primary school in Tredegar / HIVE commenced in September / Continue to support Schools in Road Safety Education, Waste & Biodiversity initiatives.



Work is ongoing to investigate opportunities around zero carbon within the Corporate Landlord portfolio and supporting others in development of energy schemes - wind turbine Incorporating energy efficiency through BREAMM in new capital builds and retro fitting [LEDS ..] in Industrial & other units

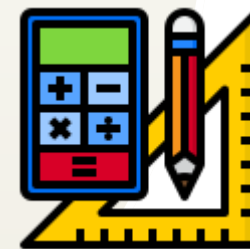




Improving the Well-being and Resilience of our Communities



- The Shared Prosperity Fund is the UK Government replacement for European funding (European Structural Investment Fund ESIF) following the withdrawal of the UK from the European Union in 2020.
- The primary aim of the fund is to build pride in place and increase life chances across the UK. Underpinning this aim are three investment priorities: **communities and place; supporting local business and people and skills**. There is a dedicated and ring-fenced element of the UKSPF called Multiply which seeks to improve adult numeracy skills as part of the People and Skills priority
- As part of the Multiply programme Blaenau Gwent County Borough Council invited organisations to bid in a competitive process to deliver the bespoke numeracy activities to Blaenau Gwent residents, aged 19+ and who do not currently have a level 2 qualification in numeracy, GCSE Maths grade 4/C or higher.



BGCBC's SPF allocation over the 3-year programme against each priority is as follows:

- **Community and Place** - £7,837,618
 - **Supporting Local Businesses** - £6,682,246
 - **People and Skills** - £8,599,836
 - **Multiply** - £3,874,171
- Total - £26,993,871



Rhondda Cynon Taf County Borough Council are the Lead Local Authority regarding the administration and delivery of the UK Shared Prosperity Fund (UKSPF)





Improving the Well-being and Resilience of our Communities



The Regeneration Team continues to receive a number of property enquiries ranging from new business start-ups, expansions, and relocations into Blaenau Gwent.

During the reporting period 62 property enquiries were received with property searches for Council and private sector units all completed.

The Team **received and dealt with 392 business enquiries** relating to financial support, start-up or property over the past 6 months

As at the end of September 23:-

89% of the business units on the Council's portfolio were **occupied** (92% of floor space occupied).

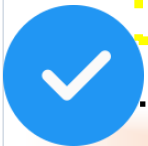
The Council's business units remain in demand – stock remains an issue, with demand for units of 300 – 3000 sq. ft. high

There have been **162 new companies registered** from April—September 23 in Blaenau Gwent. A welcome pack has been sent to all newly registered businesses.



Constrained Business Units Security

Installation of security gates have proved to be extremely successful on some of our business units, with no antisocial behaviour or fly tipping, being reported. The remaining sites without security are now being considered as a whole project. Tech Services have been unable to obtain quotes due to conflicting priorities, however, it is anticipated that they will be rolled out across other estates by end of the financial year.



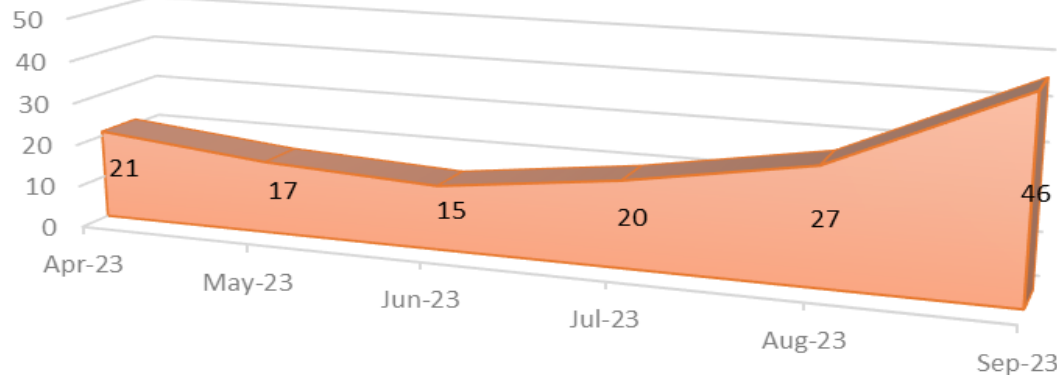


Improving the Well-being and Resilience of our Communities



There has been **29.9%** more businesses start-ups in Blaenau Gwent during the first eight months of this year compared with the corresponding period of last year, according to latest data from BankSearch. This growth rate ranks Blaenau Gwent at 2 out of the 22 Welsh districts

Companies Registered Apr- Sept 23



Business Start up grant: 27 start up support enquiries received.

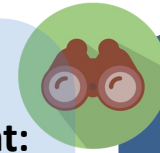
- 13 Expression of Interests received, resulting in 11 applications issued.
- 7 BG Effect applications approved, totalling **£5,874.40**.
- **10.5 FTE** jobs to be created.



Business

Development Grant:

- 53 Expressions of Interest received resulting in 46 applications issued.
- 23 Full applications received – 8 withdrawn or ineligible.
- 14 Grants approved, totalling **£257,831.55**.
 - o £310,839.05 of private sector investment
- **21 FTE jobs to be created and 60.5 FTE jobs to be safeguarded.**



The B&I team's company tracking database, Beauhurst, highlights approximately **1,784** ctive companies operating within the area.

Social Enterprise Grant

- 15 Expressions of Interest received resulting in application issued.
- 14 Full applications received – 8 withdrawn or ineligible.
- 1 Grant approved, totalling £4049.50.
- 1.5 FTE jobs to be created.
- £4049.50 of private sector investment (50%).



Improving the Well-being and Resilience of our Communities



There are currently a number of **building Contracts, over £500k, that are ongoing**. These projects support the development and/or re development of buildings and infrastructure across the authority, thus providing better facilities and highways for use by the community and members of the public.

New Glyncoed Primary School and Childcare Facility -

Works are progressing well on the new build to provide a 360 place primary school and separate childcare facility in Ebbw Vale, despite a contract delay of 10 weeks.

The work programme was affected due to approvals for the Welsh Water main sewer diversion works and an Extension Of Time has been agreed with an anticipated **completion date of April 2024**. This with other off-site issues and utility diversions have also increased the anticipated **final cost to £13,700,000.00, an overspend of approx. £650k**.



This is being managed by the project delivery team within the funding envelope as part of Band B.



New Enterprise Hub and managed Workspace, 'Regain 2', Mill Lane, The Works, Ebbw Vale - The team are working with Tech Valleys to develop an Enterprise Hub for Blaenau Gwent. The facility will support individuals and new businesses by creating a managed workspace with hot and warm desk spaces and will also include separate offices for hire.

Works are progressing well, with completion likely in late Autumn.



Remedial works at Newtown Bridge Ebbw Vale - Newtown Bridge is Grade II listing. A contract was undertaken for strengthening work to the arch in the form of steel reinforcement and also the installation of interstitial grouting to the arch ring to provide a water-controlled barrier. Newtown Bridge project has **now been completed on site and is now in Defects Period**. Delays of 9 weeks and additional costs were incurred on the project due to meeting the Cadw specification requirements for a Grade 2 listed structure.

**Final Cost -
£1,202,825.55**





Improving the Well-being and Resilience of our Communities



Work to **build a 52,582 sq. ft. manufacturing unit at the Rhyd y Blew industrial site at Ebbw Vale** is underway and is **on target for completion Autumn 2023.**

The **£8.5m** Welsh Government **Investment** forms the first phase of a wider site masterplan, and helps satisfy huge demand for such industrial space in the South East Wales area.

Companies in the automotive and food sector have already expressed an interest in the development, which also sits within the Ebbw Vale Enterprise Zone.





Improving the Well-being and Resilience of our Communities



HIVE - as referred to on page 22



HIVE Project - Several on site issues relating to existing floor slab, drainage & steelwork are being addressed but have resulted in delays to the program.





Improving the Well-being and Resilience of our Communities



New 210 place **Welsh Medium Primary School, inclusive of a Welsh-medium childcare provision, at Chartist Way, Sirhowy Tredegar.** The Council has secured £13.4million of capital funding via the Welsh Government Welsh Medium Capital Grant and Childcare Capital Grant schemes to progress with the school build and will also incorporate a Multi-Use Games Area (MUGA), a forest play area, a growing orchard and wild-flower meadows. The school will also be climate conscious with solar panels and electric vehicle charging points. A play area on the site will also be relocated as part of the project on the same site and be furnished with new play equipment.

The project has progressed to appointment of contractor, ISG, in July 2023 and the works on site commenced September 2023 to investigate the adits and commence Drilling and Grouting. Anticipated ground work commencement will be early 2024 with completion being expected early 2025.





Improving the Well-being and Resilience of our Communities



Schools' biodiversity events continue to be delivered across Blaenau Gwent Schools to **1,412 pupils** between April – Sept 2023



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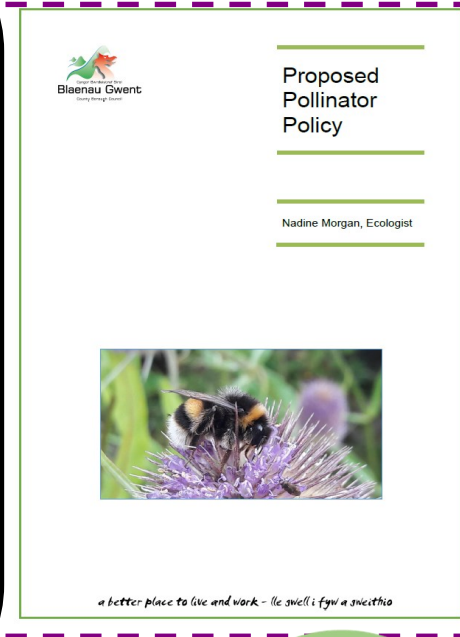


Name of school	Activity	Number of pupils engaged per activity	Total no. of pupils engaged with per school
St Joseph's Primary	Multiple inc signs of Spring	73	73
Bryn Bach Primary	Birds, Bugs	75, 73	148
Pen Y Cwm	Nature walk focus, birds/ bugs	8, 7, 8, 16	39
Beaufort Hill	Orchard maintenance	4, 23, 4, 24	55
Georgetown	The Lost Words, Pond Dip	54, 56	110
Blaen Y Cwm	Pollinators	67	67
ALC – Six Bells	Pollinators and Bugs	109, 151	260
Rhos Y Fedwen	Gardening, bugs, ponds	8, 8, 22	38
ALC – Tillery St	Pollinators and Bugs	148, 136, 118	402
ALC - Roseheyworth	Pollinators and Bugs	143	143
Ysgol Gymraeg Bro Helyg	Pond Dipping	57	57
St. Illtyd's	Trees	20	20
Overall Totals		No. of workshops 25	No of pupils 1,412



The Environment (Wales) Act 2016, Section 6, The Biodiversity and Resilience of Ecosystems Duty

A draft Pollinator Policy has been developed which promotes the creation of pollinator friendly habitats on land owned by Blaenau Gwent County Borough Council. The policy will go through the democratic process and be reported within the next reporting period.



Biodiversity Projects

We are supporting partners of Pentref Tyleri, supporting the group in delivering a Wetland Creation Project. The group were successful in securing approx. £52,000 from NRW's Resilient Communities Fund. The project is promoting awareness of enhancing resilient ecological networks; demonstrating a continued sustainability of natural resources and principles for the local community, and will also contribute to the evidence base for future conservation action as part of the Local Nature Recovery Plan in Blaenau Gwent



Fit count survey
4th
April



Pentref Tyleri
Wetland creation project





Improving the Well-being and Resilience of our Communities



Grassland management
at entrance to Beaufort
Woodlands LNR



Grassland
management
at Ebbw Vale
Cemetery



Love your
burial
ground
Bioblitz

Volunteer days	Number of Volunteers
Pond Spawn survey was carried out at Parc Bryn Bach	9
Flower and Insect Timed (FIT) surveys at Parc Bryn Bach	5
Flower and Insect Timed (FIT) surveys at Beaufort Woodlands	4
Flower and Insect Timed (FIT) surveys at Beaufort Woodlands	4
Flower and Insect Timed (FIT) surveys at Trevor Rowson	10
Scrub clearance to restore area of heath at Beaufort Woodlands	13
Trevor Rowson	13
Love your Burial Ground Event- Biodiversity survey at Ebbw Vale Cemetery	3
Bioblitz at Tredegar Sports Centre.	1
Bioblitz at Six Bells	2
Bioblitz at Roseheyworth	0



2 year funding has been secured from the local and nature fund from Welsh Government :

- **23/24: Capital £353,900**
- **24/25: Capital £389,500**



Improving the Well-being and Resilience of our Communities



The following events took place over the reporting period :

- 20th May Greater Gwent Goes Wild at Bailey Park-Abergavenny event was as part of the Gwent Green Grid Partnership;
- Go Wild 29th July at Bryn Bach Park- held during Wales Nature Week. 1700 visitors;
- 2nd August Wildlife Wednesday at Bryn Bach Park. Pond dipping;
- 16th August Wildlife Wednesday at Bryn Bach Park. Bug Hunt;
- 17th August Nature Session at Cefyn Golau Together; and
- SHEP school summer events.



The Ecology and Biodiversity team delivered a children's activity and **engaged with over 70 families at Greater Gwent goes wild**





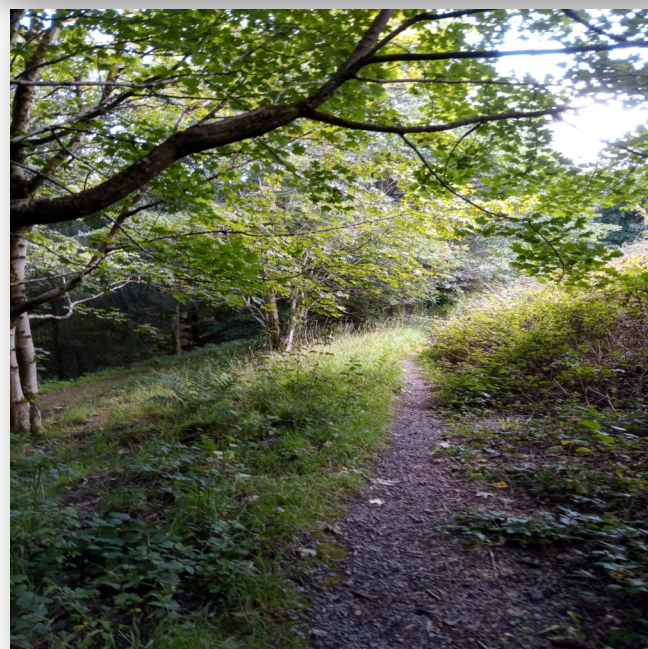
Improving the Well-being and Resilience of our Communities



Access routes and entrances to the site at Garden City have been enhanced and improved, opening up the reserve to local people and groups. This work has included clearing paths of bramble and vegetation, allowing easy access to the orchard. Damaged infrastructure was repaired or replaced where needed, and in other areas removed. A replacement footbridge and new steps allow access to a pond which can now be managed for biodiversity.

These works were delivered by Tillery Action For You, a social enterprise based in Ebbw Vale. The group works with participants and volunteers from Blaenau Gwent providing volunteering and training opportunities for disadvantaged participants to develop new skills while undertaking activities. The project will be maintained by a new ranger team and funded by the Shared Prosperity Fund. The community will also be encouraged to be involved in management activities.

Opening up access to this site has enabled local residents to exercise on their doorstep, reducing the need to travel to improve their health and well-being. This reduced need to travel also reduces carbon emission from exhaust fumes, helping to improve air quality. The improved access allows easier biodiversity and ecological management of the area.



Garden City



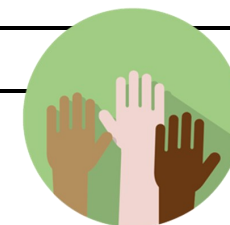
Improving the Well-being and Resilience of our Communities



To celebrate 75 years of the NHS a range of activities and events took place across Blaenau Gwent. Events were organised in collaboration with a wide range of community groups, schools and trade unions.



Date	Activity
27 th June	Tredegarise portrait at Gwent Shopping Centre
28 th June	Gwent Archive Lectures
29 th June	The records of Pen-y-Fal Hospital. This talk provided a brief overview of the history of Pen-y-Fal Hospital, Abergavenny and an introduction of the records held at Gwent Archives.
1 st July	Classic Car Show, Tredegar
2 nd July	Bevan Day at Bedwellty Park
3 rd July	Meducators Healthcare Workshop at Abertillery Learning Community. Unveiling of Placebo Portrait by Nathan Wyburn Pharma and NHS supply chain Recognition Awards with Minister Economy
4 th July	Tredegar Comp piloted a day in the home of the NHS School visits - Carousel of activities linked to Home of the NHS including Memorial Stones, Bedwellty House, Bevan Trail, Tredegar Museum, Tredegar Medical Aid Society Heritage Centre etc. (130 pupils)
5 th July	PCI Open Day 10-12.30 Photo Collage By Nathan Wyburn appears at locations across EV. Clap for the NHS – At council buildings across BG Design a Teams Background comp for schools. Artwork created at 10 the Circle by STEWY.
6 th July	School debate Bedwellty House School debate – event for secondary schools to promote debating.
7 th July	Social Media Takeover Day – Poetry competition
8 th July	Parkrun – C25K graduation, guest runners with music from Ebbw Valley Brass Film Premier of 14 films made by students of Blaenau Gwent Film Academy. The story of the Tredegar Task Force.
9 th July	Singing Festival, Bedwellty Park, Tredegar, Tredegar Town Council
13 th July	Dr. Henry Naunton Davies -Rhondda Colliery Doctor Speaker: Ceri Thompson" by BG Heritage Forum





Case Study- Improving the Well-being and Resilience of our Communities



The old steps leading to Rhiw Wen car park at Glyncoed have been refurbished by a local contractor: the old, worn timber risers have been replaced with new concrete risers. The old fencing has been replaced and a new handrail has been installed along the northern side of the steps to assist users. A new cycle wheeling channel and signage has been installed to assist cyclists to transport their bikes up and down the steps. We have received positive feedback from members of the public and are currently developing designs to extend the existing Active Travel route south.



At Blaina, we have designed a scheme to **improve the Active Travel Links** of the area east of Ystruth Primary School. The existing footpaths will be widened and street lighting will be installed to improve the walking and cycling connections in the area. Construction is programmed to commence early 2024 subject to Planning and SAB approval.



Managing our Highways Network and Infrastructure



Appendix 1



Blaenau Gwent
County Borough Council
Highway Asset Management Plan
2023 – 2028
01 June 2023



Significant progress has been made over the past 10 years on improving the Highway network, however the absence of Welsh Government funding for 2023/24 & the end of the Prudential Borrowing Programme has curtailed Capital investments in the highway network. The completion and formal adoption of the HAMP 2023 - 2028 will support and drive the Authority's approach to maintenance over the next 5 years

The Senedd passed the legislation (The Restricted Roads (20 mph Speed Limit) (Wales) Order 2022) to bring in the new default speed limit across Wales by an almost two-thirds majority. From September 2023 approximately 35% of the roads in Wales (by length) have become 20mph. This is arguably the biggest change to Welsh roads since the wearing of seatbelts was made compulsory in 1983.

The Highway Asset Management Plan (HAMP) was approved by Council in September. The HAMP describes how the Council will maintain the road network under its control. It details the procedures used to plan and execute all works and functions associated with the management, operation and maintenance of the highway asset including how the activities are monitored to ensure compliance with council policies.



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Agenda Item 7

Cabinet and Council only

Date signed off by the Monitoring Officer:

Date signed off by the Section 151 Officer:

Committee: **Places Scrutiny Committee**
Date of meeting: **16th January 2024**
Report Subject: **Overview Position of Blaenau Gwent Town Centre CCTV Zones 2023/24**
Portfolio Holder: **Councillor Helen Cunningham, Deputy Leader / Cabinet Member Environment**
Report Submitted by: **Andrew Parker, Service Manager: Policy & Partnerships**
Kristian Herridge: Policy Officer: CCTV

Reporting Pathway								
Directorate Management Team	Corporate Leadership Team	Portfolio Holder / Chair	Governance Audit Committee	Democratic Services Committee	Scrutiny Committee	Cabinet	Council	Other (please state)
	21 Dec 23	08.01.24			16 Jan 23	21.02.24		

1. Purpose of the Report

To provide an overview position on the CCTV for overt surveillance within town centres zones for 2023/24 covering:

- The compliance journey with the relevant legislation and guidance.
- Summary of operating arrangements via the 23/24 Service Level Agreement with Caerphilly Council.
- An overview of performance for CCTV incidents and requests for the first six months of the financial year 2023/24.

This report does not include how the council uses CCTV in other areas i.e. individual buildings/premises, CCTV cameras for services e.g. deployable units, in-vehicle etc.

2. Scope and Background Our Compliance Journey

- 2.1 In response to the Crime and Disorder Act 1998 and its amending legislation, the Council is a lead responsible authority for Community Safety. As such we are required to work in partnership with other key public services to do all we reasonably can to prevent crime and disorder, anti-social behaviour and other behaviour adversely affecting the local environment.
- 2.2 The provision and use of CCTV is not a statutory service provision but does support us in meeting our role as a responsible authority. In Blaenau Gwent, the Council became the 'system owner' of CCTV in the early 2000's.
- 2.3 The Protection of Freedoms Act 2012 (POFA) introduced the regulation of public space surveillance cameras, and a commissioner was appointed. The Council must have due regard to the 'Surveillance Camera Code of Practice', developed with the Information Commissioner's Office, which aims to balance the need for cameras in public places with individual's right to privacy.
- 2.4 To help us in doing this, we operate our own local area focused Code of Practice, [Appendix 1]. This has been updated for 2023/24 taking into

consideration relevant changes as we have moved into a new operating arrangement with Caerphilly Council via a Service Level Agreement (SLA). It also reflects our related requirements of the Data Protection Act/General Data Protection Regulation Act 2018.

- 2.5 To support these overarching requirements, we also carry out an annual Data Protection Impact Assessment Process (DPIA), whereby consideration is given to the pressing need for the use of CCTV. This process considers our existing infrastructure, and in 2023/24 has been further strengthened to engage key stakeholders i.e. elected members (sessions held on 30 Nov 2023) and local policing colleagues (6 Dec 2023).
- 2.6 The findings of the DPIA process are captured in six zone DPIAs documents, which are considered and agreed, and where appropriate actioned, via the CCTV SIRO quarterly meeting, which is chaired by the Chief Finance Officer, as the Senior Information Risk Owner. This process is typically concluded in the 4th quarter of a financial year with any action taken thereafter, should any changes or improvements be identified.

Summary of operating arrangements for CCTV

- 2.7 Since the summer of 2023 the Council's day-to-day operating arrangements for CCTV has moved to Caerphilly Council via a two-year Service Level Agreement [Appendix 2].
- 2.8 To support the successful implementation of this agreement, there was also substantial improvement to the internet communication from 10mb to 100mb PSBA connections for transferring images from each of the six CCTV zones in the area to the CCTV Control Room in Tir-y-berth, Caerphilly.
- 2.9 The system operates 55 fixed cameras at six CCTVs zones:
- **Sirhowy:** 12 cameras Tredegar Town Centre Zone (recorder at library)
 - **Ebbw Fawr:** 13 cameras Ebbw Vale Town Centre Zone (recorder at library) and 3 cameras Cwm village centre Zone (recorder at library)
 - **Ebbw Fach North:** 6 cameras Brynmawr Town Centre Zone (recorder at library) and 2 cameras Blaina Town Centre Zone (recorder at library)
 - **Ebbw Fach South:** 19 cameras Abertillery Town Centre Zone (recorder at Anvil Court).
- 2.10 The new operating arrangements also brings daily remote maintenance checks for identifying faults and issues. When any are found they are reported immediately to our CCTV maintenance contractor, IDS. Our contract with IDS has also been strengthened for 2023/24 (at an additional costs) to facilitate engineer availability 24/7, 365 days of the year, four planned maintenance visits, and free call outs for faults and issues - with only replacement parts chargeable.
- 2.11 The arrangement also covers:
- Caerphilly Council providing information in response to retrospective requests from Gwent Police and us as responsible authorities, and also non-direct provisions e.g. request via Freedom of Information, Insurers, Subject Access Requests (facilitated via our Policy Team to Caerphilly).

- The digital uploading of evidence from our system by Caerphilly Council to an online portal for viewing by Gwent Police for CCTV requests. *
 - Facilitating 'live' CCTV feeds to Gwent Police to enable real-time collaboration with our system to respond to incidents. *
 - Provision of operational data and information to support statutory/ non-statutory performance monitoring and reporting, i.e. Annual Reporting.
- * Operated via a Memorandum of Understanding (MoU) between Gwent Police, Caerphilly Council and Blaenau Gwent Council [Appendix 3].
- 2.12 The Policy and Partnerships Team, via the Service Manager and the Policy Officer: CCTV continue to oversee the wider CCTV portfolio which includes:
- All statutory policy development and implementation requirements.
 - Corporate reporting for professional and democratic processes.
 - Financial and budget monitoring and oversight.
 - Contract management for the SLA with Caerphilly Council (quarterly) and CCTV maintenance agreement with IDS (monthly).
 - Oversight of council owned CCTV infrastructure and responsibility for supporting infrastructure (e.g. power, columns, buildings).
 - Forward planning, and sustainability assessments.
 - Liaison internally with Council officers, elected members and partnership interaction externally on related issues.
 - Project management of improvements to infrastructure/system.
- 2.13 **Reporting on performance 2023/24**
- Generally, performance reporting is carried out via a CCTV Annual Report. The intention is for our Blaenau Gwent Annual Report from 23/24 to fall into the same cycle as our SLA partner, Caerphilly Council, which will see the report covering a financial year period (April 2023 to March 2024). The report will be produced and available for consideration by the end of the first quarter of the next financial year (end of June 2024) allowing data to be available.
- 2.14 Even so, provided in Section 6 of this report, under the Supporting Evidence section, is a summary of performance covering the initial six-month period of this year (April 2023 to September 2023).

3. Options for Recommendation

- 3.1 There are three recommendations for the committee to consider:

Recommendation 1:

Option 1: That the Place Scrutiny Committee considers the updated Codes of Practice for 2023/24 and recommend endorsement by the Cabinet;

Option 2: That the Place Scrutiny Committee considers the updated Codes of Practice for 2023/24 and makes specific recommendations to Cabinet prior to endorsement;

Recommendation 2:

That the Committee notes the current operating practices and arrangements with Caerphilly Council and IDS; and

Recommendation 3:

That the Committee agrees to consider the Annual Report 2023/24 as part of the committees forward work programme for 2024/25.

4. **Evidence of how this topic supports the achievement of the Corporate Plan / Statutory Responsibilities / Blaenau Gwent Well-being Plan**

The provision of a CCTV service is non-statutory function and not required under legislation, however the CCTV system is an important tool used with our partners to tackle crime and disorder, in-line with the Community Safety requirements.

Utilising CCTV to help tackle crime and disorder contributes to the Gwent Well-being Plan step to '*enable and support people, neighbourhoods, and communities to be resilient, connected, thriving and safe*', and our Corporate Plan 2022/27 objective for '*empowering and supporting communities to be safe, independent and resilient*'.

5. **Implications Against Each Option**

5.1 ***Impact on Budget (short and long term impact)***

There are no direct implications on budget for this report. For context the overall budget for CCTV for 2023/24 is £208,680. Below is a broad overview of how the budget is used to fund key activities, with figures estimated using projections for annual spend from six monthly budget reporting:

Service Level Agreement with Caerphilly Council	= £66,000
<i>Estimated Costs for requests outside agreement</i>	= £5,500
BT costs for PSBA Internet Communication	= £18,500
Power Costs (recharged internally to street lighting)	= £ 32,200
BGCBC internal Staffing Costs	= £47,500
CCTV Maintenance Contract	= £16,000
On-going Maintenance/System Costs	= £5,000

5.2 ***Risk including Mitigating Actions***

There are no notable risks associated to this report, other than those associated with non-compliance of good practice guidance provided by the Surveillance Commissioners and GDPR requirements. This risk is mitigated by the appropriate agreements and policies being in place, such as Service Level Agreements, Codes of Practice, DPIAs etc.

5.3 ***Legal***

See overview provided within the background to this report which outlines a summary of the legislative position associated to operating overt CCTV public space surveillance.

5.4 ***Human Resources***

There are no human resource implications or risks associated to this report. In 2023/24 the Policy Team is effectively resourced to operate the existing system and associated implications, and supporting staffing provision is covered through the relevant agreements and contracts.

5.5 **Health and Safety**

There are no Health and Safety implications associated to this report.

6. **Supporting Evidence**

6.1 **Performance Information and Data**

Below is a summary of performance reporting covering the initial six-month period of this year (April 2023 to September 2023). Please note that the operating arrangements for CCTV changed during this financial year, whereby from August 2023 we entered the SLA with Caerphilly Council.

Between 1st April 2023 to 31st July 2023 (four-month period), there were 14 Actioned Request to Gwent Police from the Policy Team*:

- Abertillery, 5 actioned requests
- Blaina, 1 actioned request
- Brynmawr, 0 actioned requests
- Cwm, 0 actioned requests
- Ebbw Vale, 3 actioned requests
- Tredegar, 5 actioned requests.

** CCTV not live monitored requests considered and where footage available provision downloaded to disc and collected by Gwent Police Officers.*

Between 1st August 2023 to 30th September 2023 (two-month period), following change of operating arrangements to Caerphilly Council:

August Summary 2023. Overall, 11 combined incidents:

- 2 incidents monitored by CCT not requiring contact with Gwent Police (1 Tredegar & 1 Brynmawr)
- 4 requests from Gwent Police with help in incidents, not always requiring police attendance (2 Tredegar 1 Abertillery & 1 Brynmawr)
- 5 requested for footage, viewed, not reported or monitored live.

Furthermore, CCTV supplied to Police via Nice Portal (Digital Transfer) 7 incidents.

September Summary 2023. Overall, 26 combined incidents:

- 4 incidents monitored by CCT not requiring contact with Gwent Police (2 Ebbw Vale, 1 Tredegar & 1 Brynmawr)
- 7 requests from Gwent Police with help in incidents, not always requiring police attendance (1 Ebbw Vale, 2 Tredegar, 3 Abertillery & 1 Brynmawr)
- 15 requested for footage, viewed, not reported or monitored live.

Furthermore, CCTV supplied to Police via Nice Portal (Digital Transfer) 10 incidents, and CCTV supplied via DVD (large volume of data) 6 incidents.

6.2 ***Expected outcome for the public***

The provision of CCTV is in place to assist with the prevention and detection of crime and disorder. The DPIA process described above ensures that appropriate consideration is given to the pressing need for surveillance to ensure that we lawfully breaching people's rights under relevant legislation such as human rights and data protection.

6.3 ***Involvement (consultation, engagement, participation)***

The annual DPIA process provides involvement opportunities for key stakeholders to help consider the pressing need for operating the CCTV.

There has been an elected member briefing on CCTV in September 2023, which provided an update position on the CCTV arrangements for Blaenau Gwent, as well as outlining the next steps on our compliance journey with the relevant legislation and guidance.

6.4 ***Thinking for the Long term (forward planning)***

The CCTV system utilises up-to-date hi-tech equipment and software which will provide a long-term CCTV solution, if there is appropriate investment in the running, upkeep and maintenance of the overall system. The annual review process will support this process and allow for forward planning and technological advancement to be regularly considered.

6.5 ***Preventative focus***

The CCTV system is focused on reactively providing evidence to police in relation to crime and disorder which will have already occurred.

6.6 ***Collaboration / partnership working***

Partnership working is key to the delivery of the CCTV portfolio, with regular interactions with appropriate partners, particularly Gwent Police.

6.7 ***Integration (across service areas)***

There is regular engagement with data controllers from other CCTV providers across service areas, this includes the Policy Team providing advice and guidance on compliance. Furthermore, where service areas are defined as responsible authorities CCTV requests can be legitimately facilitated via the Policy Team to Caerphilly Council.

6.8 ***Decarbonisation and Reducing Carbon Emissions***

There are no climate change considerations associated to this report.

6.9 ***Integrated Impact Assessment (IIA)***

There is no requirement to carry out an Integrated Impact Assessment in relation to this report.

7. ***Monitoring Arrangements***

7.1 Monitoring is carried out via the quarterly CCTV SIRO meeting, and there is regular monitoring arrangements agreed with Caerphilly Council to oversee the SLA (quarterly) and also the CCTV maintenance contract (monthly).

Furthermore, annual reporting is recommended to be taken through democratic processes for 2023/24.

Background Documents /Electronic Links

- *Appendix 1: Public Space CCTV System: Code of Practice 23/24*
- *Appendix 2: Service Level Agreement CCBC & BGCBC*
- *Appendix 3: Memorandum of Understanding - Access to the CCBC Control Room at Tir-y-berth and Images recorded by Caerphilly and Blaenau Gwent County Borough Councils Public Open Space CCTV Systems.*

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Blaenau Gwent County Borough Council

Public Space CCTV System

Code of Practice

<2023/24 Working Draft>

To be considered for review: April 2025

Section 1 Introduction & Objectives

1.1 Introduction

Blaenau Gwent County Borough Council operates a Public Space Closed Circuit Television system (hereafter called the PS CCTV System). The CCTV System comprises of a number of cameras installed at strategic locations in the county borough. All the cameras are fixed cameras with no facility to pan, zoom or tilt. The system is currently 'record-only' with no 'live' monitoring taking place, unless specifically requested by Gwent police for a serious, ongoing incident, or a pre-planned policing operation. The CCTV footage is accessed via the CCTV Control Room in [REDACTED], Caerphilly.

Blaenau Gwent County Borough Council (Data Controller) has recently entered into a Service Level Agreement (hereafter SLA) with Caerphilly County Borough Council for them to act as CCTV data processor on behalf of Blaenau Gwent's overt public space CCTV operations.

For the purposes of this document, the PS CCTV System is owned and managed by Blaenau Gwent County Borough Council. The responsibility for the overall ownership/management of the PS CCTV System lies with Blaenau Gwent Council's Nominated Chief Officer (SIRO). Caerphilly County Borough Council's control room manager oversees the effective day-to-day management of the control room and Blaenau Gwent's PS CCTV System.

For the purposes of the General Data Protection Regulation (GDPR) 2016 and the Data Protection Act 2018 the 'data controller' is Blaenau Gwent County Borough Council.

Blaenau Gwent County Borough Council is registered with the Information Commissioner's Office (ICO) under registration reference Z6623658.

Details of the telephone numbers of the owners of the PS CCTV System, together with their respective responsibilities, are shown at Appendix A to this Code.

Statement in respect of The Human Rights Act 1998

The Council recognises that Public Authorities and those organisations carrying out the functions of a public service are required to observe the obligations imposed by the Human Rights Act 1998. The Council considers that the use of CCTV in Blaenau Gwent is a necessary, proportionate and appropriate measure to help reduce crime, deter anti-social behaviour and to improve public safety.

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. Closed circuit television is also considered a necessary initiative by the Council under their duty to the Crime and Disorder Act 1998.

It is recognised that the operation of the Blaenau Gwent County Borough Council PS CCTV System may infringe on the privacy of individuals. The Council recognises that it is their responsibility to ensure that the PS CCTV System should always comply with all relevant legislation, to ensure its legality and legitimacy.

The PS CCTV System will only be used as a proportionate response to identified problems and be used only insofar as it is necessary in a democratic society, in the interests of

national security, public safety, the economic wellbeing of the area, for the prevention and detection of crime or disorder, for the protection of health and morals, or for the protection of the rights and freedoms of others.

Observance of this Code shall ensure that evidence is secured, retained and made available as required with due regard to the rights of the individual.

The Blaenau Gwent County Borough Council PS CCTV System shall be operated with respect for all individuals, recognising the individual right to be free from inhuman or degrading treatment and avoiding any form of discrimination on the basis of age, disability, gender, race, religion or belief, sexual orientation, political or other opinion, national or social origin, association with a national minority, property, birth or other status.

Objectives of the System

The objectives of the Blaenau Gwent County Borough Council PS CCTV System, which form the lawful basis for the processing of data, are:

- Assisting in the detection and prevention of crime.
- Provide evidential material to assist Police investigations.
- Deter those having criminal intent.
- Reduce the fear of crime and give confidence to the public that they are in a secure environment.
- Provide safer communities.
- Reduce acts of vandalism
- Assist in the prevention and detection of anti-social behaviour.
- Assist with traffic management in our towns.

Public Space CCTV Procedure Manual

This Code of Practice will be supplemented by separate CCTV Procedures (operated by Caerphilly County Borough Council via the SLA), which will provide guidelines on all aspects of the day-to-day operation of the PS CCTV System (not public documents).

Section 2 Statement of Purpose and Principles

Purpose

The purpose of this document is to state the intention of the PS CCTV System owners and managers, as far as is reasonably practicable to support the objectives of the Blaenau-Gwent County Borough Council PS CCTV System and to outline how it intends to do so.

The General Principles of Operation

The PS CCTV System will be operated in accordance with the principles and requirements of the Human Rights Act 1998.

The operation of the PS CCTV System will also recognise the need for formal authorisation of any covert 'directed surveillance', as required by the Regulation of Investigatory Powers Act (RIPA) 2000.

The PS CCTV System will be operated with due regard to the relevant definitions, rules and procedures in the Home Office Code of Practice "Covert Surveillance and Property Interference" including updates published from time to time.

Covert surveillance conducted by the Council is outside the scope of this Code and is dealt with by a separate policy statement.

The PS CCTV System will be operated in accordance with General Data Protection Regulation (GDPR) 2016, the Data Protection Act 2018, and the Protection of Freedoms Act 2012. (POFA).

The PS CCTV System will be operated fairly and within the law. It will only be used for the purposes for which it was established and which are identified within the Code of Practice, or which may be subsequently be agreed in accordance with the Code of Practice

The PS CCTV System will be operated with due regard to the principle that everyone has the right to respect for his or her private and family life and home.

The public interest in the operation of the PS CCTV System will be recognised by ensuring the security and integrity of operational procedures.

Throughout this Code of Practice, it is intended, as far as reasonably possible, to balance the objectives of the PS CCTV System with the need to safeguard the rights of the individual. The owners of the PS CCTV System operate a corporate complaints procedure, and have in place the appropriate checks and balances with clear lines of accountability for the PS CCTV System.

Involvement with the PS CCTV System by any organisation, individual or authority assumes an agreement by all such participants to comply fully with this Code of Practice and to be accountable under the Code of Practice.

The Surveillance Camera Commissioner's Code of Practice

As per Section 30 (1) (a) of the Protection of Freedoms Act 2012, the PS CCTV System owners and operators must follow a duty to have regard to the Surveillance Camera Commissioner's Code of Practice and the 12 guiding principles contained within:

1. Use of a surveillance camera system must always be for a specified purpose which is in pursuit of a legitimate aim and necessary to meet an identified pressing need.
2. The use of a surveillance camera system must take into account its effect on individuals and their privacy, with regular reviews to ensure its use remains justified.
3. There must be as much transparency in the use of a surveillance camera system as possible, including a published contact point for access to information and complaints.
4. There must be clear responsibility and accountability for all surveillance camera system activities including images and information collected, held and used.
5. Clear rules, policies and procedures must be in place before a surveillance camera system is used, and these must be communicated to all who need to comply with them.
6. No more images and information should be stored than that which is strictly required for the stated purpose of a surveillance camera system, and such images and information should be deleted once their purposes have been discharged.
7. Access to retained images and information should be restricted and there must be clearly defined rules on who can gain access and for what purpose such access is granted; the disclosure of images and information should only take place when it is necessary for such a purpose or for law enforcement purposes.
8. Surveillance camera system operators should consider any approved operational, technical and competency standards relevant to a system and its purpose and work to meet and maintain those standards.
9. Surveillance camera system images and information should be subject to appropriate security measures to safeguard against unauthorised access and use.
10. There should be effective review and audit mechanisms to ensure legal requirements, policies and standards are complied with in practice, and regular reports should be published.
11. When the use of a surveillance camera system is in pursuit of a legitimate aim, and there is a pressing need for its use, it should then be used in the most effective way to support public safety and law enforcement with the aim of processing images and information of evidential value.
12. Any information used to support a surveillance camera system which compares against a reference database for matching purposes should be accurate and kept up to date.

Copyright and Data Controller

Copyright and ownership of all material recorded by virtue of the PS CCTV System will remain with the Data Controller – Blaenau Gwent County Borough Council.

The PS CCTV System owner (the Council) is the data controller for the purposes of the Data Protection Legislation. Once recorded data has been disclosed to another party, such as the Police, they may then become a 'controller in common' for the processing of that data independently of the CCTV System owner. Both parties should exercise all due diligence in ensuring compliance with the Data Protection legislation.

Cameras and Area Coverage

The areas covered by PS CCTV to which this Code of Practice refers are the public areas within Blaenau Gwent County Borough. The System is currently divided into Six distinct Town centre zones - Ebbw Vale, Tredegar, Brynmawr, Abertillery, Blaina, and Cwm. The System may be expanded to cover any area within the boundaries of Blaenau Gwent County Borough Council.

Deployable or mobile cameras may be temporarily sited within Blaenau Gwent. The use of such cameras, and the data produced by virtue of their use, will always accord with the objectives of the System and is governed by this PS CCTV System Code of Practice and the PS CCTV System Procedure Manual.

All of the PS CCTV System cameras offer a full colour and fixed view capability, using a variety of 'bullet' cameras, 180° Panoramic, Turret and 4G cameras some of which may automatically switch to monochrome in low light conditions.

None of the cameras forming part of the PS CCTV System will be installed in a covert manner. Some cameras may be enclosed within 'all weather domes', for aesthetic or operational reasons, but appropriate bi-lingual signage will identify the presence of all cameras.

The locations of all cameras within the PS CCTV System are published on the Blaenau Gwent Council website at www.blaenau-gwent.gov.uk

Monitoring and Recording Facilities

The CCTV footage can be directly accessed by authorised personnel, such as police officers for a legitimate/lawful purpose via the Caerphilly CCTV Control Room which is located in [REDACTED] Caerphilly. CCTV requests from Gwent police can also be sent via a request form (E-mail) to the Caerphilly control room and CCTV data sent back to the police, remotely, via authorised/fully trained control room staff, via a digital evidence locker and accessed/opened from a police issued laptop or computer. It can also be accessed remotely in other extenuating circumstances or for technical and maintenance purposes.

The PS CCTV System equipment has the capability of recording all cameras simultaneously throughout every 24-hour period.

PS CCTV System operators are able to record images from selected cameras, produce hard copies and digital copies of recorded images, replay or copy any pre-recorded data at their discretion and in accordance with the Caerphilly CCTV Code of Practice. Only

trained and authorised users shall operate viewing, recording equipment and handle any downloaded data.

Human Resources

A register of all designated PS CCTV System Operators will be maintained by the SIRO.

All Designated PS CCTV System Operators shall receive relevant training and should have requisite knowledge in the requirements of the:

- Human Rights Act 1998,
- General Data Protection Regulation (GDPR) 2016,
- Data Protection Act 2018,
- Regulation of Investigatory Powers Act (RIPA) 2000,
- Surveillance Camera Commissioner's Code of Practice, and this
- Code of Practice and the PS CCTV Procedure Manual

Processing and Handling of Recorded Material

All recorded material will be recorded in digital format and will be processed and handled strictly in accordance with the Caerphilly Councils CCTV Code of Practice and the PS CCTV System Procedure Manual.

CCTV Operators' Instructions

Technical instructions on the use of equipment housed within the PS CCTV Control Room are contained in a separate manual provided by the equipment suppliers.

Changes to the Code of Practice or the Procedure Manual

Any major changes to this Code of Practice or the PS CCTV System Procedure Manual, i.e. changes that have a significant impact upon the Code of Practice or upon the operation of the PS CCTV System, will be considered and authorised by annual review process.

Minor changes, may be required for clarification and which will not have a significant impact, will be included in this Code of Practice and the PS CCTV System Procedures Manual without requiring higher authorisation.

Section 3 Privacy and Data Protection

Public Concern

Although members of the public have become accustomed to being observed, those who do express concern do so mainly over matters relating to the processing of the information, or data, i.e. what happens to information that is obtained?

Note: 'Processing' means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction or the information or data.

All personal data obtained by virtue of the PS CCTV System shall be processed fairly and lawfully and, in particular, shall only be processed in the exercise of achieving the stated objectives of the PS CCTV System. When processing personal data, the individual right to privacy in their private and family life and home will be respected. Blaenau Gwent County Borough Council's lawful basis for processing data is for the performance of a task carried out in the public interest.

Data will be stored securely in accordance with the requirements of the General Data Protection Regulation (GDPR) 2016 and the Data Protection Act 2018.

Data Protection Impact Assessments will be completed for the respective PS CCTV zones, and will be reviewed annually to ensure that privacy and data protection concerns are appropriately addressed.

Cameras will not be used to look into private residential property. 'Privacy zones' are programmed into the PS CCTV System which prevent the cameras from looking in private residence. In addition, all operators will be specifically trained on issues in relation to privacy.

A member of the public wishing to register a complaint about any aspect of the PS CCTV System may do so by contacting Blaenau Gwent County Borough Council. All complaints shall be dealt with in accordance with the Council's Corporate Complaints Procedure. Any disciplinary issue identified will be considered under the Council's disciplinary procedures.

All contracted or directly employed PS CCTV System staff are contractually bound by regulations governing confidentiality and discipline.

Data Protection Legislation

For the purposes of the Data Protection Act 2018 the 'Data Controller' is the Blaenau Gwent County Borough Council.

All personal data will be processed in accordance with the six principles of the General Data Protection Regulation (GDPR) 2016, which must be:

- 1) All personal data will be obtained and processed fairly and lawfully.
- 2) Personal data will be held only for purposes specified.
- 3) Personal data held will be adequate, relevant and not excessive in relation to the purpose for which the data is processed.
- 4) Steps will be taken to ensure that personal data is accurate and where necessary, kept up to date.
- 5) Personal data will be held for no longer than is necessary.

6) Personal data will be processed in accordance with the rights of the individual data subject.

In addition – appropriate measures will be taken to ensure against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to personal data.

Personal data will not be transferred to countries outside the European Economic Area unless there is an adequate level of protection for the rights and freedom of data subjects in place in the intended destination.

Disclosing personal information – exemptions under the Data Protection legislation

Certain exemptions allow for the disclosure of personal data in situations where there would otherwise be a breach of the Data Protection legislation, or allow information to be withheld from Data Protection legislation, or allow information to be withheld from data subjects in circumstances in which it would otherwise need to be disclosed.

The more commonly deployed exemptions are:

- 1) the disclosure is necessary for the purposes of preventing or detecting crime and the apprehension or prosecution of offenders;
- 2) the disclosure is necessary for the purposes of maintaining effective immigration control, or the investigation or detection of activities that would undermine the maintenance of effective immigration control;
- 3) the disclosure is required by an enactment, rule of law or court/tribunal order;
- 4) the disclosure is necessary for the purposes of actual or prospective legal proceedings, or obtaining of legal advice or establishing, exercising or defending of legal rights.

Processing personal data is exempt from the subject access provisions to the extent to which the application of those provisions to the data would be likely to prejudice any of the purposes referred to above.

Disclosure to the Police

The disclosure of recorded data will be on the authority of the Nominated Chief Officer and dealt with in accordance with the PS CCTV Procedure Manual, the terms of the service level CCTV agreement between Blaenau Gwent and Caerphilly county council and our joint memorandum of understanding between both local authorities and Gwent police.

Disclosure will be in accordance with the Information Sharing Agreement with Gwent Police, including the submission of Gwent Police Form - “Request to external organisation for the disclosure of personal data to the Police”, which will cite a specified, explicit and legitimate purpose for the disclosure/sharing of data. This means that the reason(s) for each instance of a disclosure (including viewing)/sharing of data must be set out clearly by the Police, including their reliance on any Data Protection legislation exemptions and justification for reliance on the exemptions.

Once an image or images has been disclosed to a partner agency such as the Police, then they become the Data Controller for the copy of that image(s). It is then the responsibility of that partner to comply with General Data Protection Regulation (GDPR) 2016 and the Data Protection Act 2018 in relation to any further disclosures.

Information Sharing

Section 115 of the Crime and Disorder Act 1998 gives the power to share information, where it is necessary or expedient for the purposes of any provision of the Act, to relevant authorities. Relevant authorities for the purposes of the Act include: -

The Chief Officer of Police
A Local Authority

The relevant authorities are signatories to the Gwent Partnership Information Sharing Agreement made under Section 115 of the Crime and Disorder Act.

Storage and Request for Images

Images recorded by public open space CCTV cameras are retained for a period of 31 days in digital format.

Images may be requested by Gwent Police Officers in pursuance of the registered purposes, the scheme objectives, or any other provision under the 1998 Act.

Images required will be stored in the 'Digital Evidence Locker' following request. Images will be retained in this location until a NICE (Digital evidence management system) request is received and images will be uploaded digitally as required. Requests for large amounts of footage may still be supplied via DVD-R/ hard drive which is produced in a format suitable for court purposes or ongoing investigation.

Preservation of footage to the point of release to a Gwent Police Officer will be secured by CCTV Control Room Operators. Control Room Operators providing or producing footage to Gwent Police Officers will evidence the secure systems and procedures used to provide that evidence.

Images within the 'Digital Evidence Locker' will be retained for a finite period. Where possible, the requesting Police Officer will be contacted prior to destruction. However, in accordance with data protection principles, retained footage will be periodically cleared down. No images will be retained in the Digital Evidence Locker for longer than 6 months from date of request.

Reviewing and Securing Images

Images may be reviewed by Gwent Police Officers to determine the evidential value of information retained within the Control Room systems. CCTV Control Room Operators will afford any possible assistance to Gwent Police Officers in achieving this task, including the production of NICE digital upload / DVD-R/hard drive format evidence when requested.

A review suite exists at the CCTV Control Room to assist Gwent Police Officers if required.

Access to Images

The CCTV Control Room operates on a 24/7 basis.

The shift system in operation defines that the greatest resource in terms of staffing is in the afternoons, evenings and at weekends.

If Gwent Police Officers need to attend the control room in person, they should if possible, ring in advance using the dedicated police line to make arrangements.

Real time requests for response/access by Gwent Police

Gwent Police may contact the Caerphilly CCTV Control room 24/7 via a dedicated Police line. Officers may request operators to monitor specific areas/cameras in response to live events. Operators can also submit live footage one camera at a time to Gwent Police HQ via a dedicated line.

Directed Surveillance

The Public Open Space CCTV systems may be used for directed surveillance under the Regulation of Investigatory Powers Act 2000.

Requests for use of the system for directed surveillance must be accompanied by an appropriate Authorisation made under the 2000 Act (redacted as necessary to prevent disclosure of sensitive information) and to ensure CCTV equipment is used in accordance with the authorisation. Contact details for the Authorising Officer and Police RIPA Bureau should also be provided. Authorisations will be retained by the CCTV Control Room in order to satisfy inspections by the relevant Commissioner. Additional summary documents may also be provided for use by the CCTV operatives.

Urgent Oral Applications

The CCTV system may also be used in response to Urgent oral authorisations from Gwent Police. In such incidences the Authority should be provided with details (including contact information) of the Authorising Officer, the start and expiry date and time and a written summary of what has been authorised.

Any pre planned operations requiring the use of the CCTV systems which would constitute directed surveillance must be covered by an appropriate authorisation under the 2000 Act.

Once an image or images has been disclosed to a partner agency such as the Police, then they become the Data Controller for the copy of that image(s). It is then the responsibility of that partner to comply with General Data Protection Regulation (GDPR) 2016 and the Data Protection Act 2018 in relation to any further disclosures.

Criminal Procedures and Investigations Act 1996 (CPIA)

The Criminal Procedures and Investigations Act 1996 introduced a statutory framework for the disclosure to defendants of material that the prosecution would not intend to use in the presentation of its own case. This material is known as 'unused material'. A

summary of the provisions of the Act is contained within the PS CCTV Procedure Manual, but disclosure of unused material under the provisions of this Act should not be confused with the obligations placed on the data controller by Section 45 of the Data Protection Act 2018, known as subject access.

Disclosure to Insurance Companies

The disclosure of recorded data will be on the authority of the PS CCTV Supervisor and dealt with in accordance with the PS CCTV Procedure Manual.

A request can be made by emailing cctv@blaenau-gwent.gov.uk. The relevant form will be forwarded and the request will be dealt with. All information regarding the footage will be logged in the PS CCTV Control Room Data log.

Disclosure to the Media

The Data Protection legislation exemption (Schedule 2, part 5, para 26(3) of the Data Protection Act 2018) applies to journalism but this should not be construed as an automatic blanket exemption from the Data Protection legislation -the media must still ensure they give consideration to the data protection rights of individuals.

The CCTV System Owner must be satisfied that the disclosure is lawful, sufficiently justified in the public interest and would be fair and meet the 'legitimate interests' condition. If the information in question is sensitive personal data (someone's health, sex life or allegations of criminal activity), there is a specific Data Protection legislation condition to allow a public interest disclosure to journalists if it is related to wrongdoing or incompetence, but otherwise, the CCTV System Owner will need to be satisfied that one of the conditions for processing sensitive data applies. The key is proportionality. It is a balancing act – if there is a serious privacy intrusion or risk of harm, the media will need to demonstrate/establish a significant public interest to justify the disclosure.

The Data Protection legislation does not oblige the CCTV System Owner to disclose information to the media, if it disagrees with the media's view of the public interest, or if the CCTV System Owner has other overriding legal, professional or reputational reasons to refuse to disclose the information.

Before disclosing information to the media, the CCTV System Owner must ensure that the request cites an appropriate public interest justification

Request for information (Subject Access Requests)

Personal data includes CCTV images of an individual, or images, which gives away information about an individual, such as their car number plate

An individual is only entitled to their own data, and not to information relating to other people, (unless the information is also about them or they are acting on behalf of someone). Therefore, it is important that the PS CCTV System owner establishes whether the information requested falls within the definition of personal data. For further information about the definition of personal data please see the ICO Right of Access Guidance on what is personal data.

The Data Protection legislation does not prevent an individual making a subject access request via a third party such as a solicitor. In these cases, the PS CCTV System owner will need to satisfy itself that the third party making the request is entitled to act on behalf of the individual, but it is the third party's responsibility to provide evidence of this entitlement. This might be a written authority to make the request or it might be a more general power of attorney.

A child can also request access to information held and shared. Even if a child is too young to understand the implications of subject access rights, it still has the right rather than anyone else such as parent or guardian. So, it is the child who has a right of access to the information held about them, even though in the case of young children, these rights are likely to be exercised by those with parental responsibility for them.

Responding to a subject access request may involve providing information that relates both to the individual making the request and to another individual (perhaps a perpetrator).

The PS CCTV System owner can refuse to comply with the request if it would mean disclosing information about another individual who can be identified from that information, except if:

- a) the other individual has consented to the disclosure, or
- b) it is reasonable to comply with the request without that individual's consent.

In determining whether it is reasonable to disclose the information, the PS CCTV System owner must consider all the relevant circumstances including:

- the type of information that it would disclose;
- any duty of confidentiality owed to the other individual;
- any steps taken to seek consent from the other individual;
- whether the other individual is capable of giving consent and
- any express refusal of consent by the other individual.

This means that although the PS CCTV System owner may sometimes be able to disclose information relating to a third party, it needs to decide whether it is appropriate to do so in each case. The decision will involve balancing the data subject's rights of access against the other individual's rights. If the other person consents to the disclosure of information about them, then it would be unreasonable not to do so. However, if there is no such consent, the PS CCTV System owner must decide whether to disclose the information anyway.

Under Data Protection legislation, it is an offence to make any amendment with the intention of preventing its disclosure.

Any personal access request from an individual for the disclosure of their personal data, which they believe is recorded by virtue of the PS CCTV System, will be directed in the first instance to the Nominated Chief Officer and dealt with by an appropriate Designated CCTV Officer, in accordance with the Data Protection legislation.

In supplying the footage, care must be taken not to disclose any personal data of another individual. This may involve 'blurring' or 'pixilating' parts of the footage such as figures or licence plates.

The information will be provided free of charge. However, a reasonable fee based on the administrative cost of providing the information may be charged when a request is manifestly unfounded or excessive, particularly if it is repetitive. A reasonable fee may also be charged to comply with requests for further copies of the same information.

Any person making a subject access request must be able to prove their identity and provide sufficient information to enable the data to be located.

When responding to a subject access request, the Council cannot apply a policy of blanket non-disclosure. There must be a selected and targeted approach to non-disclosure based on the circumstances of the particular case.

The rights of data subjects are qualified rights and are not absolute. The Data Protection legislation recognises that in some circumstances, the Council might have a legitimate reason for not complying with a subject access request, so it provides a number of exemptions & restrictions from the duty to do so.

The most commonly deployed exemptions are:

Where the information is subject to legal or litigation privilege;

Where the information contains the personal data of a third party;

Where the information is of the type, which would be likely to prejudice the prevention or detection of crime, or the apprehension or prosecution of offenders if disclosed.

Where an exemption or restriction applies to the facts of a particular request, the Council may refuse to provide all or some of the information requested, depending on the circumstances. The application of exemptions/restrictions must be undertaken in consultation with Legal Services.

Requests by third parties for disclosure of personal data third may include, but are not limited to:

Police (civil police, British Transport Police, Ministry of Defence Police, or Military Police)
Statutory authorities/bodies with powers to prosecute, (e.g. H.M Customs and Excise, Trading Standards etc.)

Solicitors

Insurance agencies

Requests by third parties are dealt with in accordance with Section 9 and Appendix C of this Code.

Requests by Council employees and members of the public – alleged incidences on PS CCTV System Owner's premises

Requests may be made by the PS CCTV System Owner's employees and members of the public for CCTV footage of activity in/on the PS CCTV System Owner's premises e.g. car parks where criminal damage to vehicles is being alleged.

The ICO advises that consideration should be given to whether the request is genuine and whether there is any risk to the safety of the other people involved.

The Council is in no position to accurately assess the risk posed to individuals when PS CCTV footage is requested by a private person or group. Routinely the council will only disclose to approved and authorised third parties such as Police and Insurance Companies and will only consider requests by other parties in rare circumstances where it is clear there is no risk to others. This has no effect on the policy in regards to Data Subject Access Requests.

Vehicle crime should be reported by the individual to Gwent Police and/or to their insurance agency.

Any request from an individual for confirmation as to whether or not personal data concerning them is being processed and, where that is the case, access to the personal data will be directed in the first instance to the Data Protection Officer. Each request will be assessed on its own merits.

The principles of Sections 45 of the Data Protection Act 2018 and the General Data Protection Regulation (GDPR) 2016 Article 15 (Rights of Data Subjects and others) shall be followed in respect of every request.

Any person making a request must be able to prove his identity and provide sufficient information to enable the data to be located. For further information on Subject Access Requests please see [here](#).

Section 4 Accountability and Public Information

The Public

Public access to the PS CCTV Control Room will be prohibited. However, in the interest of openness and accountability anyone wishing to visit the Control Room may make a request to the Nominated Chief Officer for written authority to do so. Visitors will always be accompanied by one of the Designated CCTV Officers. Although a visit will only take place in the presence of a designated CCTV Operator, he or she will not be expected to take responsibility for such a visit but will record the visit as follows:

Date, time and duration of visit
Names and status of visitors
Purpose and/or justification of visit.

All visitors will be entered into the Log book by the PS CCTV Operator on duty who will inform visitors of the requirement for a Declaration of Confidentiality. No visits will take place or continue whilst a live incident is running.

Public Space CCTV System Owner

The CCTV System owner is Blaenau Gwent County Borough Council.

The Senior Information Risk Officer (SIRO)

The Senior Information Risk Officer (SIRO) will perform the role of Senior Responsible Officer (SRO).

The SIRO is responsible for authorising overt surveillance utilising the PS CCTV System and the Deployable mobile cameras. They are also responsible for authorising any changes to the PS CCTV System affecting the views or scope of the PS CCTV System via the submission of a Data Protection Impact Assessment.

The SIRO is responsible for agreeing any significant changes to this Code of Practice and the PS CCTV Procedure Manual.

Data Controller

The Data Controller means a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be processed.

Blaenau Gwent County Borough Council is registered with the Information Commissioner's Office (ICO) as a Data Controller.

Nominated Chief Officer (CCTV)

The Nominated Chief Officer is the nominated representative on behalf of the Owner whose role will include responsibility to:

Have unrestricted access to the Control Room and will receive reports at agreed periods from the CCTV System Manager.

Liaise with the SIRO to consult with regard to changes to any of its aspects of the CCTV System, including this Code of Practice and the PS CCTV Procedure Manual.

Ensure that statistical and other relevant information, including any complaints made, will be included in the Annual Report of Blaenau Gwent County Borough Council, and will be made available to the public, Elected Members and other relevant stake holders.

CCTV System Manager

The Nominated Chief Officer will identify a CCTV System Manager. The System Manager will have delegated authority for data control on behalf of the Data Controller, who will:

Maintain day to day management of the System as a whole.

Accept overall responsibility for the System and for ensuring that the Code and requirements of the Procedural Manual are complied with.

Ensure that every complaint is dealt with in line with the Corporate Complaints Policy.

Designated CCTV Officers

The designated CCTV Officers will have day-to-day access to the PS CCTV System. They will consist of suitably trained staff as identified by the Nominated Chief Officer.

Public Information

This Code of Practice - A copy shall be published on the Council's website and will be made available to anyone on request.

Annual Report - A copy of the Annual Report shall be published on the Council's website and will be made available to anyone requesting it.

Signs – Bilingual (Welsh and English) signs will be placed in the locality of the cameras and at main entrance points to the relevant areas, e.g. pedestrian precincts. The signs will indicate:

- The presence of CCTV recording;
- The 'owners' of the CCTV System;
- The contact telephone number;
- The purpose of the CCTV System.

Section 5 Assessment of the Public Space CCTV System and Code of Practice

Evaluation

The PS CCTV System will be evaluated periodically to establish whether the objectives of the PS CCTV System are being met. The evaluation will normally include, but not be limited to the following:

- An assessment of the impact upon crime and Anti-Social Behaviour;
- An assessment of the incidents recorded by the System, to include where possible an assessment of the value of evidence provided, and the outcomes of investigations;
- An assessment of the impact on town centre businesses;
- An assessment of neighbouring areas without PS CCTV;
- A review of the Code of Practice and PS CCTV Procedure Manual;
- A review of the continuing relevancy of the objectives of the PS CCTV System; and
- Any other factors - such as PS CCTV System security checks.

The results of any evaluation will be published as part of the Annual Report and will be used to review, develop and make any alterations to the specified purposes and objectives of the scheme as well as the functioning, management and operation of the System.

Monitoring

The Nominated Chief Officer will be responsible for the operation and evaluation of the PS CCTV System, and the implementation of this Code of Practice.

The Designated Officers shall be responsible for maintaining full management information of incidents dealt with by the PS CCTV Control Room, for use in managing the PS CCTV System and in future evaluations. These and any other issues with the PS CCTV System will be logged and reported to the Senior Information Risk Owner (SIRO).

Audit

Blaenau Gwent Council's Audit Managers, or nominated deputies, who are not Designated Officers, will be given full access to the System when requested.

Lay Visitors

An independent panel of community volunteers, may be appointed to carry out periodic visits to the PS CCTV Control Room. Accredited lay visitors will be allowed access to the Control Room at all times unless operational conditions prohibit this.

The purpose of such lay visits is to ensure that, within the constraints of the Data Protection legislation and other relevant legislation, the PS CCTV System and its management and operation remain as open as possible to public scrutiny.

Lay visitors will be required to be conversant with this Code of Practice and the PS CCTV Procedure Manual.

Accredited lay visitors will be asked to monitor PS CCTV Operators' and managers' adherence to this Code of Practice and the PS CCTV Procedure Manual and to report any contravention to the Designated Officers.

Lay visitors will be required to sign a Declaration of Confidentiality and to abide by this Code of Practice at all times. (See Appendix D)

Normally, no more than two lay visitors will visit the PS CCTV Control Room at any one time. They will be required to have their personal details entered into the PS CCTV Control Room Log book and will, as far as practicable, be accompanied by a Designated CCTV Officer.

Section 6 Human Resources

The Public Space CCTV Control Room and those responsible for the operation of the System

Only authorised personnel who have been trained to use the PS CCTV System's equipment and in the PS CCTV Control Room procedures will operate the PS CCTV System.

Every person involved in the management and operation of the PS CCTV System will be personally issued with a copy of both the Code of Practice and the PS CCTV Procedure Manual. They will be required to sign to confirm understanding of and adherence to the obligations that these documents place upon them and that any breach will be considered a disciplinary offence contrary to the Code of Conduct. He or she will be fully conversant with the contents of both documents, which may be updated from time to time. They will comply with both documents as far as is reasonably practicable.

All persons involved with the PS CCTV System shall receive training in respect of the PS CCTV Code of Practice, the PS CCTV Procedure Manual and legislation relevant to their role. Such training will be updated as and when necessary.

All control room CCTV operatives responsible for viewing/downloading Blaenau Gwent PS CCTV data/images have successfully passed the SIA (Security Industry Authority) level 2 CCTV operators course.

The Processors Public Open Space CCTV policy manual details the technical and organisational data security measures physical and system controls on data protection and confidentiality and can be found at

<https://www.caerphilly.gov.uk/Services/Emergencies-and-crime-prevention/CCTV/CCTV-Policy-summary>

The Processors CCTV Control room is accredited by NSI (Silver Guarding Award) and the Surveillance Camera Commissioner. The service is audited by each organisation annually for

(1) Management and operation of a Closed CCTV System

(2) Step 2 certification of Surveillance Camera Commissioners Code of Practice

DISCIPLINE

Each individual having responsibility under the terms of the Code of Practice, who has any involvement with the PS CCTV System to which it refers, will be subject to the Authority's Disciplinary Code. Any breach of the Code of Practice, or of any aspect of confidentiality, will be dealt with in accordance with that Authority's Disciplinary Code.

The Designated Officers will have primary responsibility for ensuring that there is no breach of security and that the Code of Practice is complied with. The Designated Officers will have day-to-day responsibility for the PS CCTV Control Room and for adhering to the Code of Practice. Non-compliance with the Code of Practice by any person will be considered a breach of conduct and will be dealt with accordingly, including, if appropriate, by criminal proceedings.

CCTV Operators are made aware through training, that misuse of the cameras for purposes other than those for which they are intended will bring the Scheme into disrepute and could result in disciplinary, if not criminal proceedings

CCTV Operators are aware that stored data is subject to routine and regular audit in order to confirm that any data captured has been captured in accordance with the Scheme objectives and is lawfully held. Any Operator may be called upon at any time to justify their decision to capture and store data specific to any individual or incident.

Each recording medium will have a unique reference number and tracking record appropriate to the nature of the recording medium, which will be retained for at least seven years after the destruction of that recording medium.

System access controls

The Public Sector Broadband Aggregation (PSBA) network is an all-Wales Wide Area Network (WAN) used by public Service bodies across Wales. PSBA provides a mixture of secured private connections and public services shared connections across the WAN. Security is ensured using a combination of (Virtual Routing and Forwarding (VRF)), access lists and firewall technologies.

System is located in a secure Control room with controlled access to the control room. Synetics operating system is also password controlled. Operators have no facility to remove any CCTV footage from the system.

Data access controls. It is of paramount importance that every recording medium and recorded image is treated strictly in accordance with the Processors CCTV Scheme Policy and Procedural Manual from the moment it is delivered to the monitoring room until its

final destruction. Therefore, every movement and usage will be meticulously recorded. Access to, and the use of, recorded material will be strictly for the purposes defined in this Code of Practice. Recorded material will not be copied, sold, otherwise released or used for commercial purposes or for the provision of entertainment.

Hard copy prints will be regarded with the same level of security as any other stored data. Copies will not be routinely made or distributed. The same criteria for release will apply as to other forms of data and both the maker and recipient of a hard copy print will be accountable for its existence, use and ultimate destruction.

Data segregation. Each recording medium will have a unique reference number and tracking record appropriate to the nature of the recording medium, which will be retained for at least seven years after the destruction of that recording medium. Subject to the equipment functioning correctly, images from every camera will be recorded directly onto a secure hard drive. Images from all cameras will be recorded in real time.

Physical Access Controls

Access to the processors control room is strictly controlled to persons with identified need to enter in the course of their duties. All other visitors and contractors accessing the control room, should seek permission Scheme Manager / on site operator and will be logged in to an Access Control Logbook. In the normal course of events Police Officers are granted the right to enter the CCTV Control Room at any time whilst on duty, after signature of the Access Control Logbook, for liaison and security purposes. All staff employed in the CCTV environment are subject to the Processors Code of Conduct for Employees and the Policies and Procedures that the Processor operates.

CCTV operators re made aware through training, that misuse of the cameras for purposes other than those which they are intended, will bring the scheme into disrepute, and could result in disciplinary and criminal proceedings against the member of staff.

CCTV Operators are aware that stored data is subject to routine and regular audit in order to confirm that any data captured has been captured in accordance with the Scheme objectives and is lawfully held. Any Operator may be called upon at any time to justify their decision to capture and store data specific to any individual or incident.

Each recording medium will have a unique reference number and tracking record appropriate to the nature of the recording medium, which will be retained for at least seven years after the destruction of that recording medium.

Declaration of Confidentiality

Every individual with responsibility under the terms of this Code of Practice, who has any involvement with the PS CCTV System to which it refers, will be required to sign a separate declaration of confidentiality.

Police Officers visiting the PS CCTV Control Room for operational purposes must agree to the declaration of confidentiality by completing and signing the Visitor Log Book.

Section 7 Control and Operation of Public Space CCTV System

Guiding Principles

- (1) All persons operating the PS CCTV System must act with the utmost probity and integrity at all times.
- (2) Only persons, who have been trained in their use and the legislative implications of such use, will operate the cameras and the recording and reviewing equipment.
- (3) Every use of the cameras will accord with the purposes and key objectives of the PS CCTV System and shall be in compliance with this Code of Practice.
- (4) Cameras will not be used to look into private residential properties. 'Privacy zones' have been programmed into the PS CCTV System, whenever practically possible, in order to ensure that any interior of any private residential property is not surveyed by the cameras.
- (5) The PS CCTV System has been set up on a 'record only' basis with no 'live-monitoring' taking place, however the PS CCTV System has the facility to 'live-monitor' all cameras but this will only be used in the event of exceptional and emergency circumstances.
- (6) Temporary 'Live- monitoring' may take place and be unavoidable when conducting essential maintenance or testing of the PS CCTV System.
- (7) In the event of any 'live-monitoring' having to taking place camera operators will have no ability to pan, zoom or tilt any cameras on the System. All cameras have a fixed view which cannot be moved by the operator.
- (8) Camera operators must always be mindful of exercising prejudices, which may lead to complaints of the PS CCTV System being used for purposes other than those for which it is intended. The operators may be required to justify their interest in, or recording of, any particular individual or group of individuals or property.

Operation of the Public Space CCTV System by the Police

Under some circumstances the Police may make a request to assume direction of the PS CCTV System to which this Code of Practice applies. Any requests must be made in writing by a police officer not below the rank of Superintendent. Any such request will only be allowed on the written authority of the Managing Director, or the Senior Information Risk Owner (SIRO).

In the event of such a request being allowed, the PS CCTV Control Room will be operated by those personnel who are authorised to do so and who fall within the terms of Sections 6 and 7 of this Code of Practice. They will then operate under the direction of the Police Officer designated in the written authority.

In extreme circumstances a request may be made by the Police to take total control of the PS CCTV System, including the staffing of the PS CCTV Control Room and control of all associated equipment, to the exclusion of all representatives of the PS CCTV System owners. Any such request must be

made to the Designated Officers in the first instance, who will consult personally with the Nominated Chief Officer and SIRO. A request for total exclusive control must be made in writing by a Police Officer not below the rank of Superintendent or person of equal standing. A member of the PS CCTV team will be present at all time during the takeover of the facility.

Maintenance of the PS CCTV System

To ensure compliance with the Surveillance Camera Commissioner's Code of Practice and to ensure that images recorded continue to be of an appropriate evidential quality, the PS CCTV System shall be maintained in accordance with the requirements of the PS CCTV Procedural Manual under a maintenance Service Level Agreement.

The maintenance Service Level Agreement will make provision for regular or periodic service checks on the equipment. This will include cleaning of any all-weather domes or housings, checks on the functioning of the equipment, and any minor adjustments that need to be made to the equipment settings to maintain picture quality.

The maintenance Service Level Agreement will also include provision for regular periodic review and overhaul of all the equipment and replacement of equipment, which is reaching the end of its serviceable life.

The maintenance Service Level Agreement will also provide for 'emergency' attendance on site by a specialist CCTV engineer to rectify any loss or severe degradation of image or camera control.

As part of the PS CCTV service level agreement between Blaenau Gwent County Borough Council (Customer) and Caerphilly County Borough Council (Processor) via the Caerphilly CCTV control room staff will carry out Pro-active remote maintenance checks across the Customer's CCTV Zones for identifying faults and issues, and reporting accordingly (through established points of contact) for investigation, maintenance and action by Blaenau Gwent (Customers) CCTV maintenance Contractor.

The maintenance Service Level Agreement will define the maximum periods of time permitted for attendance by the engineer and for rectification of the problem, depending upon the severity of the event, and the operational requirements of that element of the PS CCTV System.

It is the responsibility of the Nominated Chief Officer to ensure appropriate records are maintained in respect of the functioning of the cameras and the response of the contracted maintenance organisation.

Section 8 Access to, and Security of the CCTV Control Room and Associated Equipment

Authorised Access

Only trained and authorised personnel will operate the equipment located within the PS CCTV Control Room or equipment associated with the System.

Public access

Public access to the monitoring and recording facility will be prohibited except for lawful, proper and sufficient reasons, and only then with the personal authority of the Managing Director or Senior Information Risk Owner (SIRO). Any such visits will be conducted and recorded in accordance with the PS CCTV Procedure Manual.

Authorised Visits

Visits by lay visitors or inspectors or auditors do not fall within the scope of the above paragraph and may take place at any time, without prior warning. No more than two inspectors or auditors may visit at any one time. Inspectors or auditors will not influence the operation of any part of the PS CCTV System during their visit. The visit will be suspended in the event of it being operationally inconvenient. Any such visit should be recorded in the same way as that described above.

Declaration of Confidentiality

Regardless of their status, all visitors to the PS CCTV Control Room, including inspectors and auditors, will be required to have their personal details entered into the Visitor's Book and read and sign a declaration of confidentiality.

Security

In the event of the PS CCTV Control Room having to be evacuated for safety or security reasons, the provisions of the Procedure Manual will be complied with. The PS CCTV Control Room will be secure at all times by 'Magnetic-Locks' and access will only be gained via a Designated Officer's unique electronic identification card and its authorised permission.

Section 9 Management of Recorded Material

Guiding Principles

For the purposes of this Code of Practice 'recorded material' means any material recorded by, or as the result of, technical equipment, which forms part of the PS CCTV System. This specifically includes images recorded digitally or by way of data copying, including still prints.

Every video or digital recording obtained using the PS CCTV System has the potential of containing material that can be admitted in evidence in proceedings in the Criminal Justice System.

Members of the community must have complete confidence that information about their ordinary, everyday activities recorded on the PS CCTV System, will be treated with due regard to their individual right to respect for their private and family life.

It is of the utmost importance that, irrespective of the means or format of the images obtained from the PS CCTV System, e.g. Paper Copy, Hard Copy Disc Drive, DVD, CD or any form of electronic/digital processing and storage is treated strictly in accordance with the PS CCTV Code of Practice and the PS CCTV Procedure Manual. This applies from the moment they are recorded until their final destruction. Every movement and usage will be recorded.

Recorded material will not be copied, sold, otherwise released or used for commercial purposes of any kind other than for legitimate third party/insurance requests.

Disclosure of Data to a Third Party

Every request for the release of personal data generated by the PS CCTV System will be channelled through the CCTV System Manager, who will ensure that the principles contained within Appendix C to this PS CCTV Code of Practice are followed at all times.

The disclosure of personal data for commercial or entertainment purposes is specifically prohibited.

In complying with the National Standard for the Release of Data to Third Parties, it is intended, as far as is reasonably practicable, to safeguard the rights of the individual to privacy and to give effect to the following principles:

Recorded material shall be processed lawfully and fairly, and be used only for the purposes defined in this Code of Practice;
Access to recorded material will only take place in accordance with the standards outlined in Appendix C and this Code of Practice; and
The release or disclosure of Personal Data for commercial or entertainment purposes is specifically prohibited.

Members of the Police Service or other Law Enforcement Agency having a statutory authority to investigate and/or prosecute offences may, subject to compliance with Appendix C, release details of recorded information to the media in an effort to identify alleged offenders or potential witnesses. Under such circumstances, full details will be recorded in accordance with the PS CCTV Procedure Manual.

Note: The Police and Criminal Evidence Act (PACE) 1984, covers release to the media of recorded information, in any format, which may be part of a current investigation. Any such disclosure should only be made after due consideration of the likely impact on a criminal trial. Full details of any media coverage must be recorded and brought to the attention of both the prosecutor and the defence.

It may be beneficial to make use of 'real time' video footage for the training and education of those involved in the operation and management of PS CCTV systems, and for those involved in the investigation, prevention and detection of crime. Any material recorded by virtue of the PS CCTV System may be used for such bona fide training and education purposes.

Digital System- Provision & Quality

To ensure the quality of footage, and that recorded information meets the criteria outlined by current Home Office guidelines, only media of good quality are used on the PS CCTV System.

Information – Retention

Recorded media which has been preserved after a lawful request will be retained for a maximum period of 6 months for collection, or to establish if "non-evidential" or similar. Deletion or destruction will take place in accordance with the manufacturer's requirements and full details of all material deleted or destroyed will be logged.

Recording Policy

Subject to the equipment functioning correctly, images from most cameras will be recorded throughout every 24-hour period for a period of 31 days after which the data is automatically overwritten unless requested and preserved for a lawful purpose.

Subject to the equipment functioning correctly, images from a few cameras on the PS CCTV System will be recorded for a period of no longer than 7 days after which the data is automatically overwritten. The locations of these cameras presents technical difficulties preventing the data being retained for longer periods without it being downloaded and preserved.

Evidence Provision

In the event of images being required for evidential purposes the procedures outlined in the PS CCTV Procedure Manual will be strictly complied with.

Section 10 Digital Still Photographs

Guiding Principles

A digital still photograph is a copy of an image or images which already exist on a computer disc. Such still images are within the definitions of 'data' and 'recorded material'.

Digital still photographs will not be taken as a matter of routine. When a still image is recorded, it must be capable of justification by the originator, who will be responsible for recording the full circumstances under which the still

is taken, in accordance with the PS CCTV Procedure Manual and including them being individually numbered.

Digital still photographs contain personal data and will therefore only be disclosed under the terms of Appendix C of this Code of Practice- 'Disclosure of data to third parties'. If stills are released to the media, in compliance with Appendix C, in an effort to identify alleged offenders or potential witnesses, full details will be recorded in accordance with the PS CCTV Procedure Manual.

A record will be maintained of all digital still photograph productions, in accordance with the PS CCTV Procedures Manual. The recorded details will include a sequential number, the date, time and location of the incident, the date and time of the production of the print, the identity of the person requesting the print, (if relevant) and the purpose for which the print was taken.

The records of the digital still photographs taken will be subject to audit in common with all other records in the PS CCTV System.

Section 11 Regulation of Investigatory Powers Act 2000 (RIPA)

Guiding Principles

The Public Space CCTV System Owner has adopted a Policy Statement in relation to the Regulation of Investigatory Powers Act 2000. This Policy Statement complies with the Home Office Covert Surveillance Codes of Practice and is periodically audited by the IPCO (Investigatory Powers Commissioner). An annual report on the use of RIPA is submitted by the Council to the IPCO.

The PS CCTV System Owner does not currently have a joint working protocol in place with Gwent Police with regard to the use of the Public Space CCTV Systems for surveillance authorised by the Regulation of Investigatory Powers Act 2000 (RIPA).

Advice and guidance for Designated CCTV Officers and Police Officers in respect of Public Space CCTV Systems and the Regulation of Investigatory Powers Act of 2000 (RIPA) is reproduced in Appendix E.

Appendix A

System Owner

Blaenau Gwent County Borough Council is the 'System Owner' of the Public Space CCTV system.

Blaenau Gwent County Borough Council,
General offices, Steel Works Road,
Ebbw Vale, NP23 8UW
Tel: 01495 311556

Nominated Chief Officer

The Nominated Chief Officer is the nominated representative on behalf of the 'System Owner'; this role is performed by the Head of Governance and Partnerships.

Blaenau Gwent County Borough Council,
General offices, Steel Works Road,
Ebbw Vale, NP23 8UW
Tel: 01495 311556

The nominated chief officer role will include responsibility to

- (A) Ensure the provision and maintenance of all equipment forming part of the PS CCTV System in accordance with contractual arrangements, which the owners may from time to time, enter into.
- (B) Maintain close liaison with the CCTV System Manager.
- (C) Ensure the interests of the 'System Owners' and other organisations are upheld in accordance with the terms of this Code of Practice.
- (D) Agree to any proposed alterations and additions to the system, this Code of Practice and/or the Public Space CCTV Procedural Manual.

Senior Responsible Officer (SRO) - Senior Information Risk Officer (SIRO)

The role of (SIRO) is performed by the Chief Officer Resources.

Blaenau Gwent County Borough Council,
General offices, Steel Works Road,
Ebbw Vale, NP23 8UW
Tel: 01495 311556

The Senior Information Risk Officer (SIRO) will perform the role of Senior Responsible Officer (SRO), and will be responsible to:

- (A) Complete the Surveillance Camera Commissioner's Self-Assessment Toolkit. Through the questionnaire they should identify any changes to the system, whether the system remains fit for purpose and whether a maintenance contract is still in place for the system.
- (B) Authorise overt surveillance utilising the PS CCTV System and the Deployable mobile cameras.
- (C) (C) Authorise any changes to the PS CCTV System
- (D) Agree any significant changes to this Code of Practice and the PS CCTV Procedure Manual.

CCTV System Manager

The CCTV System Manager is the 'manager' of the Blaenau Gwent County Borough Council PS CCTV System. They have delegated authority for data control on behalf of the 'data controller'.

Blaenau Gwent County Borough Council,

General offices, Steel Works Road,
Ebbw Vale, NP23 8UW
Tel: 01495 311556

The CCTV System Manager is responsible for the integrity, security, procedural efficiency and methods of operation of the System, including the gathering, retention and release of CCTV data.

Their role also includes responsibility to

- (A) Accept overall responsibility for the system and for ensuring that this Code of Practice and the Procedure Manual is complied with;
- (B) Provide supervision and training of all Designated CCTV Operators authorised to assist in the operation of the System; and
- (C) To maintain direct liaison with partners.

Designated CCTV Operators

The Nominated Chief Officer and SIRO will identify Designated CCTV Operators to support the CCTV System Manager. The Designated CCTV Operators will be appropriately trained and will be responsible for the integrity, security, procedural efficiency and methods of operation of the System.

DATED

2023/24

CCTV SERVICES AGREEMENT

between

CAERPHILLY COUNTY BOROUGH COUNCIL

and

BLAENAU GWENT COUNTY BOROUGH COUNCIL

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Schedule 2 Charges, costs and payment - not included

1. TUPE on entry

2. List of Employees

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Schedule 4 List of BC CCBC Public Open Space Cameras and locations. - *not included*

Schedule 5 Memorandum of Understanding between BGCBC (Customer), CCBC (Supplier) and Gwent Police. (separate appendices)

Schedule 6 -Contract management -*not included*

This agreement is dated

Parties

- (1) CAERPHILLY COUNTY BOROUGH COUNCIL whose registered office is at Penallta House, Tredomen Park, Ystrad Mynach, Hengoed, CF82 7PG (**Supplier**)
- (2) BLAENAU GWENT COUNTY BOROUGH COUNCIL whose registered office is at The General Offices, Steelworks Road, Ebbw Vale, NP23 6DN (**Customer**)

BACKGROUND

- (A) The Supplier is a local authority and operates a CCTV monitoring system for the towns in its county borough;
- (B) The Supplier and the Customer have agreed that the Supplier will provide CCTV monitoring and other services as detailed in Schedule 1 for various locations in the Customer's county borough as listed in Schedule 4; and
- (C) The Customer agrees to obtain and the Supplier agrees to provide the Services on the terms set out in this agreement.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions

Applicable Laws: all applicable laws, statutes, regulations and codes from time to time in force.

Business Day: a day, other than a Saturday, Sunday or public holiday in England and Wales, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Change Order: has the meaning given in clause 7.1.

Charges: the sums payable for the Services, as set out in Schedule 2.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be construed accordingly.

Customer's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Customer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services including any such items specified in Schedule 1

Customer Materials: all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to the Supplier in connection with the Services, including the items provided pursuant to clause 4.1(d).

Customer Personal Data: any personal data which the Supplier processes in connection with this agreement including in the delivery of the Services, in the capacity of a processor on behalf of the Customer.

Data Processor Agreement: the agreement entitled “Data Processor Agreement” in Schedule 3 entered into between the Parties on the same date as this Agreement.

Deliverables: any output of the Services to be provided by the Supplier to the Customer as specified in Schedule 1 and any other documents, products and materials provided by the Supplier to the Customer in relation to the Services (excluding the Supplier's Equipment).

Intellectual Property Rights: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Services: the services as set out in Schedule 1, including services which are incidental or ancillary to such services.

Supplier's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Supplier to the Customer and used directly or indirectly in the supply of the Services including any such items specified in Schedule 1 but excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Customer.

Supplier Personal Data: any personal data which the Supplier processes in connection with this agreement, in the capacity of a controller.

VAT: value added tax or any equivalent tax chargeable in the UK.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.10 A reference to **writing** or **written** includes email but not fax.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference of this agreement or such other agreement or document, in each case as varied from time to time.
- 1.13 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Commencement and Duration

- 2.1 This agreement shall commence on the date when it has been signed by all of the parties and shall continue until such time as it may be terminated by either party in accordance with clause 13 (Termination),
- 2.2 The Supplier shall provide the Services to the Customer in accordance with this agreement from /4/2023.

3. Supplier's Responsibilities

- 3.1 The Supplier shall use reasonable endeavours to supply the Services in accordance with this agreement in all material respects.
- 3.2 The Supplier shall appoint a manager for the Services. That person shall have authority to contractually bind the Supplier on all matters relating to the Services (including by signing Change Orders). The Supplier may replace that person from time to time where reasonably necessary in the interests of the Supplier's business. Upon the appointment of a manager under this clause 3.2 the Supplier shall without delay provide to the Customer the contact details of that manager, including telephone number and e-mail address.

4. Customer's obligations

- 4.1 The Customer shall:
- (a) co-operate with the Supplier in all matters relating to the Services;
 - (b) appoint a manager for the Services, namely its Head of Democratic Services, Governance & Partnerships. That person shall have the authority to contractually bind the Customer on matters relating to the Services (including by signing Change Orders);
 - (c) provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, equipment, data and other facilities as reasonably required by the Supplier including any such access as is specified in Schedule 1;
 - (d) provide to the Supplier in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or third party) required under Schedule 1 or otherwise reasonably required by the Supplier in connection with the Services and ensure that they are accurate and complete;
 - (e) ensure that all the Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements; and
 - (f) obtain and maintain all necessary licences and consents, or where applicable pay any costs incurred by the Supplier in so doing, and comply with all relevant legislation as required to enable the Supplier to provide the Services including in relation to the installation of the Supplier's Equipment, the use of the Customer's Equipment insofar as such licences, consents and legislation relate to the Customer's business, premises, staff and equipment, in all cases before the date on which the Services are to start.
- 4.2 If the Supplier's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, the

Supplier shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

5. Staff and TUPE

5.1 The Customer acknowledges that the Supplier shall, from time to time, employ persons for the purposes of providing the Services.

5.2 Employees employed pursuant to clause 5.1 shall:

- (a) be recruited in accordance with such recruitment policies and procedures of the Supplier as shall subsist from time to time; and
- (b) be subject to such terms and conditions as pertain to employees of the Supplier in comparable roles;

Provided that nothing in this clause 5.2 shall prevent the Supplier from engaging such employees on fixed-term contracts of a length that the Supplier in its sole discretion shall deem to be appropriate.

5.3 The Supplier shall use reasonable endeavours to ensure that the number of employees engaged pursuant to clause 5.1 is consistent with the staffing level indicated in Schedule 2, provided that nothing in this clause 5.3 shall prevent the Supplier from:

- (a) recruiting additional employees; and/or
- (b) assigning members of its own staff

on a temporary basis for the purpose of delivering the Services in addition to those staff referred to in clause 5.1 above if, in the sole discretion of the Supplier, such are required as a result of unforeseen circumstances and the costs of such appointment or redeployment shall form part of the Charges.

5.4 Where it becomes reasonably apparent to the Supplier that the staffing levels identified in Schedule 2 are persistently either excessive or insufficient for the purpose of delivering the Services, the Supplier shall notify the Customer of such change in requirement at the earliest opportunity outlining the extent of any temporary arrangements and anticipated charges.

5.5 Upon the Supplier making a notification to the Customer in accordance with clause 5.4 above, the Supplier and the Customer shall cooperate with each other in order to agree upon a Change Order for such amendments to Schedule 2 as are necessary.

5.6 The Customer shall indemnify the Supplier fully and hold it harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all

other liabilities howsoever in any way connected with or arising from claims by its employees or former employees employed by the Supplier pursuant to clause 5.1 above and affected by, or claiming to be affected by, TUPE.

6. Non-Solicitation

Except in respect of any transfer of employees of the Supplier to the Customer pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (*SI 2006/246*), the Customer shall not, without the prior written consent of the Supplier, at any time from the date of this agreement to the expiry of 12 months after the termination of this agreement, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the Supplier in the provision of the Services.

7. Change Control

7.1 Either party may propose changes to the scope or execution of the Services but no proposed changes shall come into effect until a **Change Order** has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:

- (a) the Services;
- (b) the Supplier's existing charges;
- (c) the timetable of the Services; and
- (d) any of the terms of this agreement.

7.2 If the Supplier wishes to make a change to the Services it shall provide a draft Change Order to the Customer at the earliest opportunity detailing the proposed changes and timing of proposed changes.

7.3 If the Customer wishes to make a change to the Services:

- (a) it shall notify the Supplier and provide as much detail as the Supplier reasonably requires of the proposed changes, including the timing of the proposed changes; and
- (b) the Supplier shall, as soon as reasonably practicable after receiving the information at clause 7.3(a), provide a draft Change Order to the Customer.

7.4 If the parties agree to a Change Order, they shall sign it and that Change Order shall amend this agreement; or

7.5 The Supplier may charge for the time it spends on preparing and negotiating Change Orders which implement fundamental changes beyond the scope of

existing agreements proposed by the Customer pursuant to clause 7.3 on the basis of time spent by officers of the Supplier in dealing with such preparation and negotiation.

8. Charges and Payment

- 8.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the Charges.
- 8.2 The Supplier may increase the Charges from time to time by notice to the Customer provided that such increase shall be restricted to that which is equal to any increased cost to the Supplier of providing the Services, including any increase in the cost of labour, services or materials.
- 8.3 The Supplier shall invoice the Customer for the Charges at 3-monthly intervals the month after each interval.
- 8.4 The Customer shall pay each invoice submitted to it by the Supplier within 28 days of receipt to a bank account nominated in writing by the Supplier from time to time.
- 8.5 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier any sum due under this agreement on the due date:
- (a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.5(a) will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%;
 - (b) the Supplier may suspend all or part of the Services until payment has been made in full.
- 8.6 All sums payable to the Supplier under this agreement:
- (a) are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
 - (b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. Intellectual Property Rights

- 9.1 In relation to the Deliverables:
- (a) the Supplier and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables, excluding the Customer Materials;
 - (b) the Supplier grants the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of this

agreement to copy and modify the Deliverables (excluding the Customer Materials) for the purpose of receiving and using the Services and the Deliverables in its business; and

- (c) the Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 9.1(b).

9.2 In relation to the Customer Materials, the Customer:

- (a) and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials; and
- (b) grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of this agreement for the purpose of providing the Services to the Customer.

9.3 The Customer:

- (a) warrants that the receipt and use of the Customer Materials in the performance of this agreement by the Supplier, its agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
- (b) shall indemnify the Supplier in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim brought against the Supplier, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights, to the extent that the infringement or alleged infringement results from copying, arising out of, or in connection with, the receipt or use in the performance of this agreement of the Customer Materials.

9.4 If either party (the **Indemnifying Party**) is required to indemnify the other party (the **Indemnified Party**) under this clause 9, the Indemnified Party shall:

- (a) notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at 9.3(b) or clause 9.4(b) (as applicable) (**IPRs Claim**);
- (b) allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPR's Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
- (c) provide the Indemnifying Party with such reasonable assistance regarding the IPR's Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and
- (d) not, without prior consultation with the Indemnifying Party, make any admission relating to the IPR's Claim or attempt to settle it, provided that the Indemnifying Party

considers and defends any IPR's Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

10. Data Protection

10.1 The parties agree to be bound by the terms of Schedule 3 (Data Protection)

11. Freedom of Information

11.1 The parties acknowledge their respective obligations under the Freedom of Information Act 2000 and the Environmental Protection Regulations 2004 and agree to cooperate with the other party to such extent as the other party may reasonably require in order to respond to a request for information under the foregoing legislation provided that where such assistance is or is likely to be required the party receiving the request for information shall inform the other party of the request as soon as is reasonably practicable.

12. Limitation of liability

12.1 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £7,500,000 (SEVEN MILLION FIVE HUNDRED THOUSAND POUNDS) per claim. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange, and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

12.2 References to liability in this clause **12** include every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

12.3 Neither party may benefit from the limitations nor exclusions set out in this clause in respect of any liability arising from its deliberate default.

12.4 Nothing in this this clause **12** shall limit the Customer's payment obligations under this agreement.

12.5 Nothing in this agreement shall limit the Customer's liability under the clause 9,3 (IPR indemnities).

12.6 Nothing in this agreement limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

12.7 Subject to clause 12.3 (no limitations in respect of deliberate default) and clause 12.6 (liabilities which cannot legally be limited), the Supplier's total liability to the Customer:

- (a) for damage to property caused by the negligence of its employees and agents in connection with this agreement shall not exceed £7,500,000 (SEVEN MILLION FIVE HUNDRED THOUSAND POUNDS) for any one event or series of connected events;
- (b) for loss arising from the Supplier's failure to comply with its data processing obligations under clause 10 (Data protection) shall not exceed £7,500,000 (SEVEN MILLION FIVE HUNDRED THOUSAND POUNDS); and
- (c) for all other loss or damage which does not fall within sub clause (a) or (b) shall not exceed £7,500,000 (SEVEN MILLION FIVE HUNDRED THOUSAND POUNDS);

12.8 Subject to clause 12.3 (no limitations in respect of deliberate default), clause 12.5 (liability under identified clauses) and clause 12.6 (liabilities which cannot legally be limited), the Customer's total liability to the Supplier:

- (a) for damage to property caused by the negligence of its employees and agents in connection with this agreement shall not exceed £7,500,000 (SEVEN MILLION FIVE HUNDRED THOUSAND POUNDS) for any one event or series of connected events;
- (b) for loss arising from the Supplier's failure to comply with its data processing obligations under clause 10 (Data protection) shall not exceed £7,500,000 (SEVEN MILLION FIVE HUNDRED THOUSAND POUNDS); and
- (c) for all other loss or damage which does not fall within sub clause (a) or (b) shall not exceed £7,500,000 (SEVEN MILLION FIVE HUNDRED THOUSAND POUNDS)

12.9 The caps on the Customer's liabilities shall not be reduced by:

- (a) amounts awarded or agreed to be paid under clause 9 (IPR indemnities); and
- (b) amounts awarded by a court or arbitrator, using their procedural or statutory powers in respect of costs of proceedings or interest for late payment.

12.10 Subject to clause 12.3 (No limitations in respect of deliberate default), clause 12.4 (No limitation on the customer's payment obligations), clause 12.5 (liability under identified clauses) and clause 12.6 (Liabilities which cannot legally be limited), this clause 12.10 specifies the types of losses that are excluded:

- (a) loss of agreements or contracts;
- (b) loss of anticipated savings;
- (c) loss of use or corruption of software, data or information;
- (d) loss of or damage to goodwill; and
- (e) indirect or consequential loss.

- 12.11 The Supplier has given commitments as to compliance of the Services with relevant specifications in clause 3 (Supplier's responsibilities). In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.
- 12.12 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire 2 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

13. Termination

- 13.1 Either party may terminate this agreement by giving at least 6 months' notice to the other.
- 13.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so; or
 - (b) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement.
- 13.3 For the purposes of clause 13.2(a), a **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from a substantial portion of this agreement over 3-month period during the term of this agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.
- 13.4 Without affecting any other right or remedy available to it, the Supplier may terminate this agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.

14. Obligations on Termination and Survival

14.1 Obligations on Termination or Expiry

On termination or expiry of this agreement:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
- (b) the Customer shall, return all of the Supplier's Equipment. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of the Supplier's Equipment. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping; and
- (c) the Supplier shall on request return any of the Customer Materials not used up in the provision of the Services.

14.2 Survival

- (a) On termination or expiry of this agreement, the following clauses shall continue in force: clause 1 (Interpretation), clause 6 (Non-solicitation), clause 9 (Intellectual property rights), clause 10 (Data Protection) clause 12 (Limitation of liability), clause 14 (Obligations on Termination or Expiry), clause 17 (Waiver), clause 19 (Severance), clause 25 (Governing law) and clause 26 (Jurisdiction).
- (b) Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

15. Force Majeure

15.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts; and
- (h) interruption or failure of utility service.

15.2 Provided it has complied with clause 15.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

15.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

15.4 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 7 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

15.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 2 months, the party not affected by the Force Majeure Event may terminate this agreement by giving 1 month's written notice to the Affected Party.

16. **Variation**

Subject to clause 7 (Change control), no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. **Waiver**

17.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

17.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right

or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

- 17.3 A party that waives a right or remedy provided under this agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

18. Rights and remedies

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

19. Severance

- 19.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 19.2 If any provision or part-provision of this agreement is deemed deleted under clause 19.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. Entire agreement

- 20.1 This agreement 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 provided that nothing in this clause 20 shall prejudice the operation of clause 10 (Data Protection).
- 20.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

21. No partnership or agency

- 21.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

21.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

22. Third party rights

22.1 Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

22.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

23. Notices

23.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by e-mail to the other party's nominated manager for the Services as specified in accordance with clause 5.1 to the e-mail address specified in accordance with clause 4.2.

23.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 23.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

23.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

24. Counterparts

24.1 This agreement may be signed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

24.2 Transmission of a signed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of a signed "wet-ink" counterpart of this agreement. If this method of transmission is adopted, without prejudice to the validity of the agreement thus made, each party shall on request provide the other with the "wet-ink" hard copy original of their counterpart.

24.3 No counterpart shall be effective until each party has signed at least one counterpart.

25. **Governing law**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

26. **Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1: The Services

Caerphilly County Borough Council, as the Supplier, operates a CCTV Control Room which runs for 24 hours (through three shift patterns) on 7 days of the week every day of any given year.

Blaenau Gwent County Borough Council, as the Customer, will enter into a Service Level Agreement (SLA) with the Supplier to provide:

- Pro-active remote maintenance checks across the Customer's CCTV Zones for identifying faults and issues, and reporting accordingly (through established points of contact) for investigation, maintenance and action;
- Information in response to retrospective requests from Gwent Police (and other Police Services) as a responsible authority, in-line with the Supplier's operating timeframe and practices for their Control Room.
- Information in response to retrospective requests from Blaenau Gwent County Borough Council as a responsible authority.
- Information in response to non-direct retrospective requests from other responsible authorities and relevant third parties for activities such as Freedom of Information requests, Subject Access Requests and Insurance investigations at the request of the Customer.
- Where reasonably practicable, the digital uploading of evidence to an online portal for viewing by Gwent Police, in accordance with the Memorandum of Understanding entered between the parties and Gwent Police at Schedule 5.
- Where reasonably practicable, live CCTV feeds to Gwent Police to enable real time collaboration between the Police and the Customer to respond to incidents, in accordance with the Memorandum of Understanding.
- Operational data and information to support statutory and non-statutory performance monitoring and reporting.

With regard to any personal data created in the delivery of the Services, the Supplier will act as the Data Processor and will support the Customer, as the Data Controller in complying with the Surveillance Camera Code of Practice issued by the Home Office and any other legislation or code of practice which may amend or supersede the same.

The Implementation and Facilitation of the Service

To be able to effectively deliver a service on behalf of the Customer, the Supplier will have the need for the following requirements to support the implementation and on-going operation of the service:

- Technical and Infrastructure Requirements
- Licensing and Compliance Requirements
- Operational and Staffing Requirements

Technical and Infrastructure Requirements

The Supplier will submit orders to British Telecom (BT) and subsequently oversee the implementation of six Public Service Broadband Aggregations (PSBAs) to provide private and secure Wide Area Network (WAN). This will be for the six CCTV Zones as set out in Schedule 4. The Customer will be responsible for the associated installation and on-going operating charges of the equipment required for this purpose, as well as any associated costs of the Supplier's IT service or contractors.

The Supplier will submit orders to BT and oversee the implementation of one further PSBA providing a private and secure WAN for the remaining CCTV Zone of Llanhilleth (at a future date within timeframe of this agreement, such date to be agreed between the parties). The Customer will be responsible for the associated installation and on-going operating charges for equipment associated with this one PSBA as with others noted above, as well as any associated costs of the Suppliers IT Service or contractors.

The Customer and any identified contractors operating on its behalf, will carry out all required preparatory work to enable the connection of the Blaenau Gwent Camera Infrastructure (as listed in Schedule 4) to the Supplier's existing operating infrastructure and systems. This includes the installation of compliant network video recorders and changing IP addresses to fit with the Supplier's operating arrangements and standards.

The Supplier will, if requested to do so by the Customer, supply to the Customer proposals for the use of remote cameras, i.e., Deployable/4G cameras, supplied by the Customer, if compatible with the Supplier's operating systems for monitoring and

downloading footage therefrom. All installation, set-up and on-going costs for this service will be paid by the Customer.

The Supplier will operate all the Customer's camera infrastructure through its already established operating system, Synetics, at its control room.

The Supplier's IT service will provide the Customer, and any contractor nominated by the Customer, with IP addresses/ranges for all camera infrastructure configured to the Customer NVRs (as set out in Schedule 4).

The Customer will liaise directly with the Suppliers contractor to obtain quotations and carry out all required work to connect the PSBA lines to the Supplier's Control Room and operating system. This will include quotations for completion of implementation including testing before live implementation.

The Supplier will expand its scheme and maps to include the Customer's camera infrastructure to the extent that the same is subject to this agreement.

The Customer will be responsible for all set up costs to complete the above actions/work, and supplementary on-going costs such as annual fees associated with installation for operations e.g., PBSA annual licences and running costs.

Licensing and Compliance Requirements

The Customer will engage with the Suppliers contractor to provide the required Synergy camera licences and complete installation to the Supplier's Synergy System as detailed in Schedule 2 to accommodate the monitoring of the Customer's camera infrastructure as outlined in Schedule 4.

The Supplier will ensure the appropriate Security Industry Authority (SIA) Licences are in place for all of its personnel engaged in the delivery of the Services.

The Customer will check that all Privacy zones (aimed at reducing potential for privacy infringements) on camera infrastructure are in place before implementation and provide information so that the Supplier can monitor and audit as part of the service delivery.

The Supplier will carry out monthly audits on privacy zones, check for any changes. The Supplier will report any questions, issues or concerns relating to privacy zones to the Customer for consideration and agreed actions.

The Supplier will ensure that any staff carrying out work on the Customer's systems are appropriately trained to be able to carry out any part of the delivery of the Services.

The Supplier will ensure that all relevant legislation and statutory codes of practice are adhered to for the provision of the Services, including but not limited to any requirements in relation to directed surveillance as defined in the Regulation of Investigatory Powers Act 2000 (RIPA).

Operational and Staffing Requirements

The Supplier will provide appropriate staffing levels to deliver the Services to the Customer, initially on the basis of the Supplier's assumptions as to appropriate levels of staffing based on the Supplier's knowledge of the Customer's operations and its own operating responsibilities. Any proposed changes to staffing levels would be made in-line with the main agreement as set out at sections 5 and 7. This will be carried out generally through the Contract Management arrangements provided at schedule 6.

The Services will be delivered 24 hours a day, 7 days per week.

The Supplier will carry out proactive maintenance checks of the Customer's camera infrastructure as listed in Schedule 4 in order to ensure effective operation with a focus on diagnosing issues and faults. Any issues and faults discovered by the Supplier will be reported to the Customer's nominated contractor, as well as being reported to the Customer by e-mail to CCTV@blaenau-gwent.gov.uk . These patrols will generally be carried out once per shift i.e. three times in every 24-hour period 7 days a week. The number of patrols carried out each month will be reported to the Customer through the Synergy System.

The Supplier will be the point of contact for liaison with the Customer's nominated contractor during remedial works identified by camera patrols and confirmation of rectification.

Retrospective requests for Information from the Police

The Supplier will retrospectively (not live) facilitate the provision of information (CCTV footage) from the Customer's camera infrastructure for requests from the Police through established and agreed Policy/Procedure requirements set out and agreed by both the Supplier and the Customer.

The Supplier, Customer and Gwent Police will agree and sign a Memorandum of Understanding (MoU), provided at Schedule 5, which outlines the expected procedures and protocols for requesting and supply of information.

Any information exchanged with the Police will be transmitted by the Supplier to Police using the Supplier's existing mechanisms. The focus of this will generally be through established online portals. The Customer recognises that under certain exceptional circumstances, for example where the size of the request is substantial, alternative methods for exchange may be used e.g. physical transfer of information via DVDs or hard drives. The Supplier will ensure that any such transfer follows a lawful process and is in-line with its own operating procedures.

The Supplier will submit a weekly log sheet to the Customer with the number of requests received. A more detailed summary will be submitted monthly, requests received may relate to earlier time periods and are therefore subject to change, numbers will be updated and reconciled retrospectively.

Live Response to requests from Gwent Police

The Supplier, on request from Gwent Police, will provide them the opportunity to obtain live response information from the Customer's camera infrastructure and or the transmission of a live image to Gwent Police HQ Control Room

The Supplier and the Customer will agree and provide a Memorandum of Understanding (MoU), provided at Schedule 5, which will outline the expected procedures and protocols for operating such a service, including utilising the dedicated telephone line in place and already provided to Gwent Police.

Such requests will be recorded by the Supplier on a daily log sheet, which will be shared every morning via email to the Customer via CCTV@blaenau-gwent.gov.uk.

Other Retrospective requests for information from the Customer

The Supplier will retrospectively (not live) provide to the Customer CCTV footage from the Customer's camera infrastructure following a request from the Customer through an established and agreed Policy/Procedure agreed by both the Supplier and the Customer

The Supplier will submit a weekly log sheet detailing all the nature of the requests and the footage supplied.

Monitoring Information for the Service

The Supplier will provide statistical information on a monthly and annual basis in relation to camera faults and issues; privacy zones audits; live incidents as requested by Police, retrospective requests for others, and any other information agreed between the parties from time to time.

The Supplier will provide daily incident logs as detailed in Schedule 6

which will be emailed to the Customer via CCTV@blaenau-gwent.gov.uk the next working day.

The Supplier will provide appropriate summaries on key financial and staffing information for meetings associated to contract management arrangements (see Schedule 6)

Signed by ROBERT HARTSHORN
for and on behalf of Caerphilly
County Borough Council



.....

Robert Hartshorn
Head of Public Protection,
Community & Leisure

Date 20th April
2023.....

Signed by SARAH KING for and
on behalf of BLAENAU GWENT
COUNTY BOROUGH COUNCIL



.....

Sarah King
Head of Governance and
Partnerships

Date 20th April
2023.....

Schedule 5

Memorandum of Understanding **Access to the CCBC Control Room at Tiryberth and Images** **recorded by Caerphilly and Blaenau Gwent County Borough** **Councils Public Open Space CCTV Systems.**

Parties: Caerphilly County Borough Council, Blaenau Gwent County Borough Council and Gwent Police.

Purpose

The purpose of this Memorandum of Understanding is to define the arrangements for the shared duty to minimise crime and disorder within the Caerphilly and Blaenau Gwent County Borough areas by effective use of the CCTV Control Room maintained and operated by Caerphilly County Borough Council.

Images

Video images recorded by the Caerphilly and Blaenau Gwent Public Open Space CCTV systems are collected for the following purposes:

The prevention and detection of crime, reducing crime, disorder, antisocial behaviour and fear of crime, maintaining security of premises and helping to provide a safe environment for the benefit of those people who live, work, trade, visit, serve and enjoy the facilities within the areas covered by the County Borough Councils.

Specific scheme objectives for each Council are detailed for information at appendix A.

Information Sharing

Section 115 of the Crime and Disorder Act 1998 gives the power to share information, where it is necessary or expedient for the purposes of any provision of the Act, to relevant authorities. Relevant authorities for the purposes of the Act include: -

- The Chief Officer of Police
- A Local Authority

The relevant authorities are signatories to the Gwent Partnership Information Sharing Agreement made under Section 115 of the Crime and Disorder Act 1998.

Storage and Request for Images

Images recorded by public open space CCTV cameras are retained for a period of 31 days in digital format.

Images may be requested by Gwent Police Officers in pursuance of the registered purposes, the scheme objectives, or any other provision under the 1998 Act.

Images required will be stored in the 'Digital Evidence Locker' following request. Images will be retained in this location until a NICE (Digital evidence management system) request is received and images will be uploaded digitally as required. Requests for large amounts of footage may still be supplied via DVD-R/ hard drive which is produced in a format suitable for court purposes or ongoing investigation.

Preservation of footage to the point of release to a Gwent Police Officer will be secured by CCTV Control Room Operators. Control Room Operators providing or producing footage to Gwent Police Officers will evidence the secure systems and procedures used to provide that evidence.

Images within the 'Digital Evidence Locker' will be retained for a finite period. Where possible, the requesting Police Officer will be contacted prior to destruction. However, in accordance with data protection principles, retained footage will be periodically cleared down. No images will be retained in the Digital Evidence Locker for longer than 6 months from date of request.

Reviewing and Securing Images

Images may be reviewed by Gwent Police Officers to determine the evidential value of information retained within the Control Room systems. CCTV Control Room Operators will afford any possible assistance to Gwent Police Officers in achieving this task, including the production of NICE digital upload / DVD-R/hard drive format evidence when requested.

A review suite exists at the CCTV Control Room to assist Gwent Police Officers if required.

Access to Images

The CCTV Control Room operates on a 24/7 basis.

The shift system in operation defines that the greatest resource in terms of staffing is in the afternoons, evenings and at weekends.

If Gwent Police Officers need to attend the control room in person, they should if possible, ring in advance using the dedicated police line (see below) to make arrangements.

Real time requests for response/access by Gwent Police

Gwent Police may contact the CCTV Control room 24/7 via a dedicated Police line ([REDACTED]). Officers may request operators to monitor specific areas/cameras in response to live events. Operators can also submit live footage one camera at a time to Gwent Police HQ via a dedicated line.

Directed Surveillance

The Public Open Space CCTV systems may be used for directed surveillance under the Regulation of Investigatory Powers Act 2000.

Requests for use of the system for directed surveillance must be accompanied by an appropriate Authorisation made under the 2000 Act (redacted as necessary to prevent disclosure of sensitive information) and to ensure CCTV equipment is used in accordance with the authorisation. Contact details for the Authorising Officer and Police RIPA Bureau should also be provided. Authorisations will be retained by the CCTV Control Room in order to satisfy inspections by the relevant Commissioner. Additional summary documents may also be provided for use by the CCTV operatives.

Urgent Oral Applications

The CCTV system may also be used in response to Urgent oral authorisations from Gwent Police. In such incidences the Authority should be provided with details (including contact information) of the Authorising Officer, the start and expiry date and time and a written summary of what has been authorised.

Any pre planned operations requiring the use of the CCTV systems which would constitute directed surveillance must be covered by an appropriate authorisation under the 2000 Act.

Signatories

Gwent Police:-

Rank: C/Inspector

Name: Paul Biggs



Signature:

Date: 14/09/2023

Caerphilly County Borough Council:-

Head of Public Protection:

Name: Robert Hartshorn

Signature: 

Date:

Blaenau Gwent County Borough Council

Head of Governance & Partnerships

Name: Sarah King

Signature 

Date

Appendix A- Scheme Objectives

CCBC Scheme Objectives

- To preserve life and to minimise the risk and danger to the vulnerable through effective CCTV monitoring.
- To assist in the detection and prevention of crime.
- To facilitate the identification, apprehension and prosecution of offenders in relation to crime and public order.
- To assist in the restoration of tranquillity and reduction in anti-social behaviour.
- To prevent or mitigate interruptions to traffic flow (not to enforce breaches of the traffic law).
- To assist in the reduction of the fear of crime and anti-social behaviour thereby promoting the reassurance of the communities affected and promoting community regeneration throughout the region.

BGCBC Scheme Objectives

- Assisting in the detection and prevention of crime
- Provide evidential material to assist Police investigations
- Deter those having criminal intent

- Reduce the fear of crime and give confidence to the public that they are in a secure environment
- Provide safer communities
- Reduce acts of vandalism
- Assist in the prevention and detection of anti-social behaviour
- Assist with traffic management in our towns

Agenda Item 8

Cabinet and Council only

Date signed off by the Monitoring Officer: N/A

Date signed off by the Section 151 Officer: N/A

Committee: **Place Scrutiny Committee**
Date of meeting: **16th January 2024**
Report Subject: **Forward Work Programme: 5th March 2024**
Portfolio Holder: **Cllr Helen Cunningham, Deputy Leader / Cabinet Member Place and Environment**
Cllr John C Morgan, Cabinet Member Place and Regeneration
Report Submitted by: **Scrutiny and Democratic Officer**

Reporting Pathway								
Directorate Management Team	Corporate Leadership Team	Portfolio Holder / Chair	Audit Committee	Democratic Services Committee	Scrutiny Committee	Cabinet	Council	Other (please state)
x	x	07.01.24			16.01.24			

1. **Purpose of the Report**
 - 1.1 To present to Members the Place Scrutiny Committee Forward Work Programme for the Meeting on 5th March 2024 for discussion and agreement.
2. **Scope and Background**
 - 2.1 The Scrutiny Work Programmes are key aspects of the Council's planning and governance arrangements and support the requirements of the Constitution.
 - 2.2 The topics set out in the Forward Work Programme link to the strategic work of the Council as identified by the Council's revised Corporate Plan, corporate documents and supporting business plans.
 - 2.3 Effective work programmes are essential to ensure that the work of scrutiny makes a positive impact upon the Council's delivery of services.
 - 2.4 The Committee's Forward Work Programme was agreed in September 2023, recognising the fluidity of the document to enable the Committee to respond to urgent and emerging issues, and included timescales when reports will be considered by the Committee. The work programme is managed and implemented by the Scrutiny and Democratic Officer under the direction of the Chair and Committee.
 - 2.5 The forward work programme for the forthcoming meeting will be presented to Committee on a 6 weekly cycle in order that Members can consider the programme of work; request information is included within the reports, as appropriate and / or make amendments to the work programme.

3. **Options for Recommendation**

3.1 **Option 1:** The Scrutiny Committee agree the Forward Programme for the meeting 5th March 2024, as presented.

3.2 **Option 2:** The Scrutiny Committee consider the Forward Work Programme for the meeting 5th March 2024, and

- Make any amendments to the topics scheduled for the meetings;
- Suggest any additional invitees that the committee requires to fully consider the reports; and
- Request any additional information to be included with regards to the topics to be discussed.

Background Documents /Electronic Links

- Appendix 1 – Forward Work Programme – Meeting on 5th March 2024

Place Scrutiny Committee Forward Work Programme

Dates	Scrutiny Topic	Purpose	Lead Officer	Cabinet / Council
Meeting: 5th March 2024	Serious Violence Duty / Assessment and Plan	Pre-Decision Policy development	Helena Hunt	Cabinet
Deadline: 20th February 2024	Territorial Emission Framework and Local Area Energy Plan	Pre-Decision To consider the report.	Andrew Parker	Cabinet
	Waste and Recycling Fleet Renewal	Pre-Decision To consider the report and recommend to Cabinet.	Matthew Stent	Cabinet

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