

Extract of email from Gloucestershire County Council – Integrated Transport Unit, to Head of Public Protection, dated 13.12.22

We are the data controllers

The following is the minimum requirement for category one transport (up to 8 passenger seats). We have another for buses and coaches.

For the purposes of this contract any Closed Circuit Television Camera Equipment (CCTV) must meet the following minimum requirements as set by Gloucestershire County Council (GCC).

CCTV Specification - Specification for Vehicles with 8 or less passenger seats To be considered adequate the equipment must:

- Capture a rolling period of 30 Calendar days. For the purposes of this contract the retention period for each journey captured on CCTV will be set at 30 calendar days at which stage the footage should be overridden or securely destroyed.
 - If the recording equipment is unable to hold a rolling period of 30 days alternative storage methods must be in place to ensure this information is retained for the required 30 day period.
- Have the capability to time and date stamp footage accurately.
- Must capture footage in 720p (HD) or better in full colour.
- Sound quality and coverage must result in all passengers being clearly heard.
- Be in operation for the full length of the journey, including the positioning journey, and must be recording whenever passengers are on board.
- Cameras must be positioned appropriately to cover all occupied seats.
- Be installed in line with the manufacturer's specification. GCC reserve the right to request sight to the manufacturer's specification for the purposes of any audit or investigation. The specification must be supplied to us a maximum of 2 working days from the date of the request.
- If removed from the vehicle the CCTV system must be stored in a secure location upon the completion of the contracted route(s). Non-removable devices will be reviewed on a case by case basis and may require further information and evidence prior to the commencement of the contract.
- Recording must be protected against unauthorised access or tampering.
- Images must be clear in all lighting conditions.

Digital recordings

1. The system is to be capable of enabling the extraction and downloading of digital recordings to a Windows-based computer or a Macintosh computer with associated proprietary software and/or hardware either from on board the vehicle or by means of an exchangeable storage medium.

2. Access to proprietary software used to download images shall be restricted to prevent the unauthorised recovery of images.

3. Where applicable, the digital recorder is to synchronise each audio recording made with the image recording to which it relates.
4. Any digital recording extracted from the system is to retain sufficient integrity checking facilities to enable it to be determined whether the digital recording has been in any way interfered with or otherwise manipulated to alter or attempt to alter any digital image, audio recording or data element contained in the digital recording.
5. Any digital recording is to be capable of being saved in a format that facilitates playback on any Windows-based computer, If the recording format is proprietary then the Operator must provide GCC with a copy of the specialist viewing software which can be installed on a GCC computer.
6. Any image recording is to be capable of being:
 - (a) downloaded in full or in part in AVI or MPEG format (or proprietary format – see Digital recordings note 5), at the highest available recorded resolution;
 - (b) synchronised, independent of the frame or image rate, with any audio recordings that relate directly to the image recording; and
 - (c) saved as a digital image in the form of a windows bitmap file at the highest available recorded resolution.

The following is taken from the DPS application that all approved operators sign up to. Would you like a copy of the DPS Terms and Conditions. It's a hefty document, but its not a problem for me to send you one.

- 1.1 The Supplier must fit the CCTV Equipment to any Vehicle used in the provision of the Service in accordance with the CCTV Specification, the DPS Tender Document and the Order Form. The Supplier shall ensure that such equipment is operated, and images captured using it, are stored and/or processed by the Supplier in accordance with the requirements of Clause 20 together with all applicable laws including (without limitation), the Data Protection Legislation, the Human Rights Act 1998, the Regulation of Investigatory Powers Act 2000 and the Information Commissioner's CCTV Code of Practice and all amendments, re-enactments and re-provisions in respect of any of the foregoing. The Supplier will ensure that their systems are registered with the Information Commissioner and proper authority has been given for designated officers of the Council to view CCTV Footage. The Supplier shall not share the CCTV Footage with any other party without the express written permission of the Council or where so required to disclose the CCTV Footage by law, the Supplier must notify the Council at the earliest possible opportunity.
- 1.2 The Supplier shall co-operate fully with the Council in the investigation of any incident arising during the provision of the Service, by providing such access to and/or copies of

the images of any such incident captured using such CCTV Equipment as may be required.

- 1.3 The Supplier agrees to provide any CCTV Footage to the Council in accordance with Clause 32.13, upon request, within one (1) Working Day. The Supplier shall co-operate with any audit or investigation mandated by the Council pursuant to its obligations as Data Controller which shall include, for the avoidance of doubt, providing any CCTV Footage to the Council to assist in the conduct of any such audit.
- 1.4 The Supplier shall co-operate fully with the Council in the investigation of any Incident arising during the provision of the Service, and if fitted provide such access to and/or copies of the images of any such Incident captured using such CCTV equipment as may be required.
- 1.5 Notwithstanding the provisions of Clause 32.12, the Supplier agrees to provide any CCTV Footage to the Council within four (4) hours if an Incident involves a safeguarding or safety issue.
- 1.6 The Supplier agrees to provide any CCTV Footage to the Council in accordance with Clause 32.13, upon request, within one (1) Working Day. The Supplier shall co-operate with any audit or investigation mandated by the Council pursuant to its obligations as Data Controller which shall include, for the avoidance of doubt, providing any CCTV Footage to the Council to assist in the conduct of any such audit.
- 1.7 The Supplier shall co-operate fully with the Council in the investigation of any Incident arising during the provision of the Service, and if fitted provide such access to and/or copies of the images of any such Incident captured using such CCTV equipment as may be required.
- 1.8 Notwithstanding the provisions of Clause 32.12, the Supplier agrees to provide any CCTV Footage to the Council within four (4) hours if an Incident involves a safeguarding or safety issue.