

Eleanor Dent

From: Tom Kingsley
Sent: 05 July 2018 14:38
To: 'Eddy.Gardner [REDACTED]'; ROGERSON, Paul 1668
Cc: Louise Walbank
Subject: Fen Road CCTV: Safer City grant funding
Attachments: East Chesterton Community Group.rtf; Privacy Notice and Guidance Notes 2018-19.pdf
Importance: High

Eddy/Paul

Lynda has asked me to draw up a Safer City grant funding bid for a replacement streetlight on Fen Road, which can hold a CCTV spur.

Normally, the application is completed by a "community group", but for expediency, it has been agreed that I will draw up the application with yours and Lou's help (seeing as the project will be managed by Eddy, with Balfour Beatty).

I'm advised that both Cllr Herbert and Cllr Johnson are aware of this project, so approval doesn't appear to be in question.

I would be grateful if you can look over the attached draft and advise me of any changes or improvements that need to be made to the highlighted blue text (which is my draft).

I will also need the name of someone from the residents' group who will be willing to have 'lodged' the application for the purposes of the funding criteria (it cannot be someone from the City Council, hence my name not appearing). They will need to read the privacy notice and agree to their details being held for the purposes of the application. Their details then need to go where the red text is.

Any questions, please let me know.

Tom

Tom Kingsley, Safer Communities Project Officer, Cambridge City Council
[REDACTED]

cambridge.gov.uk | facebook.com/camcitco | twitter.com/camcitco

My working days are Wednesday, Thursday and Friday

SAFER CITY 2018-19: APPLICATION FORM

IT IS IMPORTANT THAT YOU READ THE GUIDANCE NOTES BEFORE
COMPLETING THIS APPLICATION FORM,
PAYING PARTICULAR ATTENTION TO THE PRIVACY NOTICE CONCERNING USE
OF PERSONAL INFORMATION BY THE COUNCIL.

ABOUT YOUR GROUP

Q1 What is the name of the group?

East Chesterton Community Group

Q2 For this application, who is the contact?

TBC

Q3 What is their position in the group?

TBC

Q4 What is their daytime telephone number and e-mail address?

Daytime Telephone Number TBC

E-mail Address TBC

Q5 What are the names of the Chair, Secretary and Treasurer of the group?

Chair TBC

Secretary Not Applicable – See Q12

Treasurer Not Applicable – See Q12

Q6 What are the main aims of the group?

To get an old streetlight on Fen Road replaced with one that can hold a spur for a redeployable CCTV camera to overlook a hot spot area of the road.

Q7 What is the group's main source of funding?

Not applicable as the full cost of the project will be met by the City Council, via the Safer City grant scheme.

THE PROJECT

Q8 What is the name of the project you want us to fund?

Fen Road CCTV

Q9 Which of the Community Safety Partnership's priorities does the project address?

None, though the project will address one of the issues raised at the North area committee meeting of 21 June, and raised at two previous residents' meetings held on 28 March and 8 May at which both the police and City Council attended.

Q10 What are the main aims of the project?

To enable redeployable CCTV to be located at a stretch of Fen Road currently plagued by anti-social driving and parking. To lessen the impact of ASB on residents of Fen Road.

Q11 Where will the project be located?

On a streetlight chosen by the Shared Services CCTV Manager, Eddy Gardner, in discussion with police, City Council, County Council and Balfour Beatty.

Q12 Who will manage the project?

Shared Services CCTV Manager in conjunction with County Council / Balfour Beatty

Q13 How will it work?

The current streetlight is too old to support the necessary spur for a redeployable CCTV camera and requires replacement. The County Council / Balfour Beatty do not have the necessary funds available.

Q14 Who is the project aimed at?

The residents on Fen Road currently affected by anti-social driving and parking.

Q15 How many people will benefit?

The residents on Fen Road currently affected by anti-social driving and parking.

Q16 Who will be your partners on the project?

The Shared Services CCTV Manager, Eddy Gardner; Inspector Paul Rogerson; Lynda Kilkelly, Safer Communities Manager; and Balfour Beatty.

FUNDING

Q17 What are the project's start and finish dates?

Start July/August 2018

Finish August 2018

Q18 How will the project be wound up when it has finished?

Once the new streetlight is installed, a redeployable CCTV camera will be installed.

Q19 If the project is ongoing, how will it be funded once Safer City funding ends?

Not on-going. A one-off cost.

Q20 What are the full costs of the project?

Maximum £2,500 (full cost to be provided by Balfour Beatty)

Please attach a detailed breakdown of the costs, together with quotes, where appropriate.

Q21 How much Safer City grant funding are you applying for?

£2,500 (full cost)

Q22 How will you make up the rest of the money?

Not applicable. Safer City grant will fund the entire capital costs of the project.

MONITORING

Q23 Whom have you consulted about the project and what was the outcome?

Consultation has taken place with both the police and the City Council. The City Council agreed to use Safer City grant funding to replace the chosen streetlight for the CCTV as this could not be adapted to take the necessary spur due to age.

Q24 What evidence do you have of the problems the project is trying to tackle?

Two well-attended residents' meetings took place in March and May of this year where the question of anti-social behaviour on Fen Road was raised as a growing serious issue. Media reports have also highlighted concerns in this area involving anti-social driving and parking. At the North area committee, residents again raised these issues and action was agreed to install CCTV in the area.

Q25 How will you monitor the project?

Feedback will be provided to both the police and the City Council.

Once completed, please email this form to: Safer.Communities@cambridge.gov.uk

SAFER CITY 2018-19

PRIVACY NOTICE AND GUIDANCE NOTES

INTRODUCTION

1. These Guidance Notes aim to help you to complete the Application Form for a Safer City grant. They take you through the Application Form question by question, explaining what information we are asking for in answer to each one.
2. The basic purpose of the Safer City grant scheme is to provide start-up funding to new projects that will be ongoing or one-off funding to new time-limited projects that will help to tackle crime, the fear of crime and anti-social behaviour in Cambridge. Applications may be made by any group of concerned people who have a community project that requires such funding. Applications cannot be made for projects that will only benefit an individual person or a household.
3. After your application is received, checked for validity and evidence, and acknowledged, we will consider whether the project has merit, taking into account supporting evidence and discussions with identified partners (as appropriate). A report will then be made to the Leader of the Council who will, in consultation with the Chair and Opposition Spokes Person of the Community Services Scrutiny Committee, decide whether to approve or reject the application. The Leader of the Council's decision is final.

Criteria for assessing grants

All applications for Safer City grant scheme funding are assessed against a set of criteria. Whilst it is not essential to meet every one of the criteria set out below, the more that are met, the greater chance the application will be approved.

- ❑ The application is submitted by a group with a clear structure, and not an individual;
- ❑ There is an identified need for the project, which is supported by evidence;
- ❑ The project involves working in partnership with the community or other organisations;
- ❑ The aims of the project are clearly defined;
- ❑ The project has been realistically costed;
- ❑ The project represents value for money when comparing the amount of grant requested with the benefits described;
- ❑ The project falls within one of the [Cambridge Community Safety Partnership](#)'s priority areas;
- ❑ The ways in which the project will be monitored and evaluated have been considered; and
- ❑ The grant required is no more than £5,000.

PRIVACY NOTICE

The Council is required, under the General Data Protection Regulation (GDPR), to provide data subjects with key information about how their personal information will be used by the Council.

1. Why are we asking for your personal information?

The Safer Communities team collects personal data for the following activities:

- ❑ To respond to grant enquiries
- ❑ To process grant applications
- ❑ To process awards, payments and grant agreements
- ❑ To monitor grant awards and ensure public money has been spent for the purpose allocated
- ❑ To provide information about Council grants and voluntary sector support and activities

We collect names, addresses, email addresses, telephone numbers (mobile, landline and work numbers), and photographs (relating to funded projects) via online, phone, face to face, or other written interactions.

2. Lawful Conditions

Legitimate interests of the data controller relates to all the activities above.

It is in the Council's legitimate interest to process your personal information. We have to be accountable for the work we do and public funds we allocate to voluntary sector organisations. All funds must be spent for the purpose allocated and we need to ensure applications, agreements and monitoring relating to such funding is done fairly, in the public interest, and as the public would expect.

You hold the following rights with regard to the personal data you provide us:

- ❑ **Right to Access** – You have the right to access (receive a copy) of your personal data and supplementary information.
- ❑ **Right to Rectification** – You have the right to have any inaccurate or incomplete personal data rectified.
- ❑ **Right to Erasure** – You have the right to request the erasure of your personal data so long as it's processing is no longer necessary for the purposes for which it was obtained or unlawfully obtained (non-exhaustive) or the information is required for a legal obligation or if it is needed to defend a legal claim.
- ❑ **Right to object** – You have the right to object to us processing your personal data where you have an objection on “grounds relating to your particular situation”.
- ❑ **Right to Restriction** – You have the right to request a restriction of the processing of your personal data in situations where it is inaccurate, unlawful, and no longer needed for the purposes

for which it was originally collected, or if a withdrawal of consent has been made.

Personal data of individuals representing an organisation may also be collected on documents relating to the processing of an application such as bank account details and monitoring of awards.

3. Sharing your information

We will not share your personal data with external agencies or individuals. However, we may process the information you provide to prevent and detect fraud in any of our systems and may supply information to government agencies, internal audit or other external bodies for such purposes.

If any of the information we have about you is incorrect, please tell us; we are reliant on you assisting us to keep the information we hold on you accurate and up to date.

4. Retention of your personal information

We will delete enquiry information which did not result in an application after one year.

5. Transfer of personal data

We do not routinely process any information about you outside the UK. We will not transfer your personal data outside of the EU.

6. Automated decision making

Your personal data will not be subject to any automated decision making

7. Data Controller & ICO reference

Cambridge City Council is a registered Data Controller with the Information Commissioners Office. You can find out more about how we handle your data by visiting the Council's Privacy Notice page on the website.

If you have a query regarding your rights, please contact the Data Protection Officer who can be contacted by emailing infogov@3csharedservices.org or you can write to the Council and mark your letter for the attention of the Data Protection Officer. Alternatively you can call 07864 604221 or 01954 713318.

You have the right to lodge a complaint with the Information Commissioner's Office (ICO) should you believe any part of this statement to be unlawful.

ABOUT YOUR GROUP

Q1 What is the name of the group?

Tell us the name of the group that is applying for the funding for the project.

Q2 For this application, who is the contact?

We need to be able to contact someone if we need more information about your application, or if we have questions about it. This is usually the person completing the form.

Q3 What is their position in the group?

Tell us what role the contact has within the group e.g. Chair, Administrator, etc.

Q4 What is their daytime telephone number and e-mail address?

Tell us the best way to get hold of the contact, if we need more information. An e-mail address would be preferable.

Q5 What are the names of the Chair, Secretary and Treasurer of the group?

You don't have to have a Chair, Secretary or Treasurer to be eligible for this funding, unless the project will be ongoing, in which case formal constitution is advisable. It is advisable that the group is at least organised, with a recognised leader.

Q6 What are the main aims of the group?

Whether or not your group is formally constituted, you must tell us what your aims are, and show that you are clear about what you are trying to do. Let us know what your group was set up to do, for example, if the group was set up specifically to apply for this funding.

Q7 What is the group's main source of funding?

How is your group funded? We want to know about all of the other funding or grants that you receive, how much money you have and who gives it to you. If we decide to give you a grant, we need to know that your group is financially sound. If you have recently-audited accounts, please send us a copy.

THE PROJECT

Q8 What is the name of the project you want us to fund?

This means the name of your project, not the name of your group. It is better if you can give your project

a name or title in order to distinguish it from other projects you may be running and can give people a good idea of what the project is about.

Q9 Which of the Community Safety Partnership's priorities does the project address?

The [Cambridge Community Safety Partnership](#) (which the City Council, as a member, supports) focuses its work on a number of priority areas. If your project can be shown to fit within one of these priority areas, it would help contribute to other efforts. However, this is not essential if you can clearly define the problem you wish to tackle and show that your proposed project will reduce crime, the fear of crime and anti-social behaviour.

Q10 What are the main aims of the project?

The aims of the project need to be clear. If you have identified a priority area in the previous question, relate them to this. They should describe what you wish to achieve. We would like to see evidence of the problem you are trying to resolve (see Q24).

Q11 Where will the project be located?

Tell us where your project will be based and which areas of Cambridge it will effectively cover.

Q12 Who will manage the project?

This means the name of the person who will have day-to-day responsibility for the project. It might be a different person to the contact for the application, so please make this clear and include contact details (daytime telephone number and e-mail address). We might need to contact them either before or after the project receives funding to ask for further information, and in any case (should the application be successful) we will need to request them to conduct a project evaluation (see Q15).

Q13 How will it work?

In this section you need to explain how the project will resolve the problems or issues you have in mind. It will strengthen your case if you can give evidence of similar projects that have worked elsewhere.

Q14 Who is the project aimed at?

Tell us about your client group. Who will your project target? Have you already identified them, and if so, how did you do this? Have you had help from any other organisation or group in identifying your target group, and if so, who are they and how did they help?

Q15 How many people will benefit?

You don't need to give us exact numbers if you don't know what they will be. You do need to make clear,

however, whether this is the number of people who will benefit per month, or per year, or during the whole life of the project. Please be realistic in considering the benefits of the project because, if successful, we will request that the project is evaluated after three months following conclusion of the project or six months of continual operation (whichever is the sooner).

Q16 Who will be your partners on the project?

We prefer to fund projects that involve groups and organisations working together (in other words, partnership projects). Tell us whom you have worked with in planning the project and who will be involved when it is running. What will they actually do?

FUNDING

Q17 What are the project's start and finish dates?

Tell us when your project will start and when you expect it to end. If it will be ongoing, please be aware of Q19.

Q18 How will the project be wound up when it has finished?

Explain to us how your project will be brought to an end, as we need to ensure that people, for example, who have been receiving a service, don't suddenly find that the service has disappeared.

Q19 If the project is ongoing, how will it be funded once Safer City funding ends?

The Safer City grant scheme will not provide continual support beyond the initial grant (if your project is to be an ongoing venture). If your project is ongoing, you must tell us how it will be funded in the longer term. You should be able to show that you have made enquiries about ongoing funding and that it is possible for you to obtain this funding from other sources. We may contact the organisations that you identify, to find out how likely ongoing funding will be. If you cannot show how you plan to obtain ongoing funding, then it is very unlikely to be funded under this scheme.

Q20 What are the full costs of the project?

The full cost of your project should be shown clearly and in as much detail as possible. Where a large sum of money (over £2,500) is to be spent, we need to see a quotation or offer. We will give preference to projects that can show they have obtained contributions from others, either in the form of money, materials, work-in-kind, volunteer time and so on. This is also the place to show what the grant will be funding if it is awarded, for example, it may be that improving safety is only one aspect of the project.

Q21 How much Safer City grant funding are you applying for?

Please bear in mind that the maximum amount of grant you can apply for is £5,000; this is particularly

relevant to groups that are VAT registered.

Q22 How will you make up the rest of the money?

If you are only seeking a partial grant for the project, we need to know how you intend to make up the remainder.

MONITORING

Q23 Whom have you consulted about the project and what was the outcome?

We need to know that the people who will be involved in your project think it is a good idea. This means not only the people who the project is aimed at, but also anyone who might be working with you or in a similar area; we need to know that there isn't an identical scheme already being run by another organisation. You could include letters of support or references to people we could contact to find out what they think about your project. It would be useful if your ward councillors were also made aware of your project, as they may be able to provide support.

Q24 What evidence do you have of the problems the project is trying to tackle?

We need to know that your project will be addressing a problem that needs attention. In this section, you could include things like crime statistics for specific areas, the findings of a survey of local residents or the results of a national study. Tell us why your project should go ahead. The evidence you gather should show how serious the problem you are trying to tackle is. The police should be able to assist you with advice on gathering this evidence. You can contact Cambridge Police Station on 101 for further details.

Q25 How will you monitor the project?

You need to have a clear idea about how you will collect information on your project. If you have clear aims, how will you know whether or not you are achieving them? You can monitor your project in all sorts of ways, for example, regular reports, figures and statistics. Tell us what you think you will use and how often you will employ these tools to measure how well (or not) your project is doing. It might be helpful to consider gathering the same evidence you used to understand the problem after your project has finished; this might show whether your project has made a difference. Ultimately, you need to be able to demonstrate the project's success and that it has provided value for money to the City Council. We will call for an evaluation of the project after three months following conclusion of the project or six months of continual operation (whichever is the sooner).

FURTHER INFORMATION

What happens next?

Once your application is received, it will be recorded and checked for viability; this will include ensuring that all questions have been answered and that all relevant information and evidence is provided. We will then formally acknowledge the application and start examining the supporting evidence, which may include contacting some or all of the partners that you have identified. We will then write a report to the Leader of the Council who will decide whether to accept or reject the application. The decision of the Leader of the Council is final.

What if I want more than £5,000?

The maximum amount you can bid for under the Safer City grant scheme is £5,000 as the purpose of the scheme is to provide funding for small-scale community projects. If you require more than £5,000, you are advised to contact the City Council's Community Development team (01223 457000) to see if they have any appropriate grants that you can bid for.

What if I prefer to complete an application manually?

Whilst we prefer Application Forms to be completed and submitted electronically, via e-mail, we can send you the hard copy version of the Application Form for completion. Please contact the Safer Communities team, as below.

If you have any queries about any aspect of the application process, please contact:

Safer Communities

Cambridge City Council

PO Box 700

Cambridge

CB1 0JH

E-mail: safer.communities@cambridge.gov.uk

Telephone 01223 457042

Eleanor Dent

From: Gardner, Eddy (CCTV) [REDACTED]
Sent: 09 July 2018 08:11
To: Tom Kingsley; ROGERSON, Paul 1668
Cc: Louise Walbank
Subject: RE: Fen Road CCTV: Safer City grant funding

Importance: High

Tom hi

The bid form seems fine to me. I will look to view the site on Thursday next time I am across to City location, hopefully with someone who knows the local area and where events are occurring to aid best placement of the new LC and camera

Kind Regards

Eddy

Eddy (Alan) Gardner *Dip SS Dip SM*

Shared Services CCTV Manager

Huntingdonshire District and Cambridge City Council's

Part time (Monday to Thursday)

C/O

Shared Service Monitoring Centre

East Field House

Latham Rd

Huntingdon

Huntingdonshire

PE29 6YG
[REDACTED]

Eleanor Dent

From: ROGERSON, Paul 1668 [REDACTED]
Sent: 09 July 2018 14:46
To: WILLIAMS, Tracy 717
Cc: Tom Kingsley
Subject: FW: Fen Road CCTV: Safer City grant funding [OFFICIAL]
Attachments: East Chesterton Community Group.rtf; Privacy Notice and Guidance Notes 2018-19.pdf

Importance: High

Dear Tracy – can you please review this for me,

Many thanks

Paul

Eleanor Dent

From: Gardner, Eddy (CCTV) [REDACTED]
Sent: 12 July 2018 09:46
To: [REDACTED]@BalfourBeatty.com; [REDACTED]@balfourbeatty.com
Cc: Louise Walbank
Subject: new power feed plus swap out of existing LC for a toughened column 8m with lamp at normal 6, and camera to go above it (blue commando to be fitted)



Eddy (Alan) Gardner Dip SS Dip SM

Shared Service Monitoring Centre Manager
Huntingdonshire & Cambridge City Council's
C/O
East Field House
Latham Rd
Huntingdon
Huntingdonshire
PE29 6YG



Eleanor Dent

From: Tom Kingsley
Sent: 13 July 2018 08:44
To: WILLIAMS, Tracy 717
Cc: 'ROGERSON, Paul 1668'
Subject: RE: Fen Road CCTV: Safer City grant funding [OFFICIAL]

Tracy

Lynda is hoping to be able to report to the next North area committee that the CCTV camera is up and running. The next North area committee is **13 September**; so we need to keep this target date in mind.

Regards

Tom

Eleanor Dent

From: Gardner, Eddy (CCTV) [REDACTED]
Sent: 17 July 2018 10:55
To: Louise Walbank; Tom Kingsley; [REDACTED]@balfourbeatty.com
Subject: FW: Q2388 - Supply, Install 8m column & Fit Commando Sockets for CCTV, L11RNM Fen Road, Cambridge
Attachments: Quotation Q2388-7400B.pdf; Sale Conditions Business Q2388-signed.pdf
Importance: High

Dear Lindsey

In reference to your quotation I notice the column quoted to be swapped out is L11RNM whereas the column the client requested is L11RMD and a description and photos attached



Can you therefore review your quotation and resend back with the correct column details on so as it can be relayed to the clients and raised if they approve it to you to install.

Kind Regards

Eddy

Quotation Reference Q2388-7400B
Date of Quotation: 17 July 2018

Dear Eddy,

Re: Subject	Supply, Install 8m column & Fit Commando Sockets for CCTV, L11RNM Fen Road, Cambridge
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Regarding the application for RCCTV on Fen Road, ref 2018-06-25 the lamppost number where we would like the RCCTV camera is **L11RMD** as stated on the application form attached. The lamppost is situated on Water Lane, going on to Fen

Road and is the preferred location. I've attached the photo of the lamppost to give you an idea of where it is. I'm presuming this will be the one that is replaced. Do let Tom know the costs of this when you know.

Eddy (Alan) Gardner *Dip SS Dip SM*

Shared Services CCTV Manager

Huntingdonshire District and Cambridge City Council's

Part time (Monday to Thursday)

C/O

Shared Service Monitoring Centre

East Field House

Latham Rd

Huntingdon

Huntingdonshire

PE29 6YG

From: [REDACTED]@balfourbeatty.com]

Sent: 17 July 2018 08:45

To: Gardner, Eddy (CCTV)

Subject: Q2388 - Supply, Install 8m column & Fit Commando Sockets for CCTV, L11RNM Fen Road, Cambridge

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Good morning,

Please find attached our quotation for the above job.

Kind regards

[REDACTED]
Technical Administrator/Third Party Coordinator/Payroll | Balfour Beatty | UKCS | Living Places

T: 0800 0850 257

6 Stanton Close, Finedon Road Industrial Estate, Wellingborough, Northants, NN8 4HN

www.balfourbeatty.com | [@balfourbeatty](#) | [LinkedIn](#)

Balfour Beatty

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CCTV Shared Services
Shared Services CCTV Manager
C/O Huntingdon District Council
East Field House, Latham Rd
Huntingdon
PE29 6YG

Unit 4
Rowles Way
Swavesey
Cambridgeshire
CB24 4UG

FOR THE ATTENTION OF Eddy Gardner

T 0800 7838 247

Quotation Reference Q2388-7400B
Date of Quotation: 17 July 2018

Dear Eddy,

Re: Subject Supply, Install 8m column & Fit Commando Sockets for CCTV, L11RNM Fen Road, Cambridge

We formally acknowledge receipt of your valued enquiry for the above mentioned project. We submit the below quotation for your information and perusal.

Our price is submitted on the basis of a priced bill of quantities (Re-measurable) together with a commercial section. Both documents should be read in conjunction. The commercial section details and confirms the basis on which we submit our quotation.

Item Code	Description	Quantity	Unit	Price	Total
1300.00	Supply and installation of 8m Column to include comando socket for CCTV L11RNM Fen Road, Cambridge. Carefully remove existng lantern and install on new 8m column at 6m mounting hieght with bracket.	1	No	868.71	868.71
1400.001	SAME DAY DISCONNECTION & RECONNECTION OF UMS SERVICES (Includes only one excavation and reinstatement on same day in composite surface types at customer's request. Includes for pot ending cable, service joint, service cable and cut out for reconnection and waiting on site for up to one hour in order to reconnect or to return to site later on the same day in order to carry out the reconnection).	1	No	863.62	863.62
Total (Excluding VAT)				£	1,732.32

We trust that our offer is acceptable to you and meets your requirements. Please do not hesitate to contact us should you require any further details or clarification of any aspect of our tender. Should you wish to discuss our submission further then we would advise our willingness to attend any meeting which you may wish to call at your convenience.

Yours sincerely,

[Redacted Signature]

3rd Party Operational Supervisor | Balfour Beatty | Services | Living Places

CONTRACT FOR THE PROVISION OF GOODS AND/OR SERVICES

Ref No. LEG04	
Issue No 2	Rev 01
Owner: Legal	
Author: Legal	
Date: [17 May 2017]	

PARTICULARS OF CONTRACT

Project:	Q2388 Supply, Install 8m column & Fit Commando Socket for CCTV, L11RNM Fen Road, Cambridge
Conditions of Contract:	BALFOUR BEATTY LIVING PLACES CONDITIONS OF CONTRACT FOR THE PROVISION OF GOODS AND/OR SERVICES
Customer Contact:	Eddy Gardner
Order Reference:	TBA
Site:	Fen Road, Cambridge
Specification:	Cambridge County Council Standard Specification
Quotation Reference:	Q2388
Price:	£1732.32
Retention:	None Applied
Damages (LAD's):	N/A
Duration of Works	1 Working Day
Guarantee Period:	12 months from completion of works

Additional Customer's Responsibilities:

Contractor's details:

Balfour Beatty Living Places Limited: registered in England and Wales registered no. 02067112, Pavilion B, Ashwood Park, Ashwood Way, Basingstoke, Hampshire, RG23 8BG an agent of Balfour Beatty Group Limited registered no. 101073, registered office 130 Wilton Road, London SW1V 1LQ.

Contractor's Authorised Signatory: M J Holme General Manager

Price & Payment

Document Reference: **SCHEDULE 1**

Supply, Install 8m column & Fit Commando Socket for CCTV, L11RNM Fen Road, Cambridge
1 x £1732.32

100% of Contract Value on Completion of Works

Price fixed for 30 days

For an increase in scope which cannot be valued using the above rates this will be evaluated and paid in accordance with the schedules of dayworks issued by the Federation of Civil Engineering Contractors at the date of the execution of the works.

Any decrease in scope the evaluation mechanism will be subject to prior agreement with the Company

SCHEDULE 2

- 1.1 This Schedule shall apply if the number of Working Days is greater than 45 unless the Contract is for the provision of goods only.
- 1.2 The Company shall be entitled to receive periodic/stage payments of the Price for the Goods and/or Services in accordance with paragraph 2 of this Schedule 2. Upon or after each date established in accordance with paragraph 2 of this Schedule 2 (a "**Payment Date**") the Company shall submit an application for payment ("**Application for Payment**") specifying the sum that the Company considers will become due at the relevant Due Date and the basis on which that sum is calculated. The due date for payment of each periodic/stage payment shall be the date falling 7 days after the Customer receives the relevant Application for Payment (the "**Due Date**");
- 1.3 Within 5 days of the Due Date for each periodic/stage payment under paragraph 1.2 the Customer shall issue a payment notice setting out the sum the Customer considers to be due or have been due at the Due Date and the basis on which that sum was calculated (a "**Payment Notice**"). Subject to below the sum set out in the Payment Notice shall be paid by the final date for payment.
- 1.4 The final date for any payment under this paragraph shall be 30 days (or such other period of days as may be stated in paragraph 2 of this Schedule 2) from the Due Date.
- 1.5 The Customer shall pay to the Company the total amount of Value Added Tax properly chargeable by the Company.
- 1.6 Where the Customer intends to pay less than the sum otherwise due it shall give a notice to the Company of its intention to do so not less than 1 day before the final date for payment (a "**Pay Less Notice**"). The Pay Less Notice must set out the sum the Customer considers due as at the date the Pay Less Notice is served and the basis on which that sum is calculated. The sum specified in the Pay Less Notice, if any, must be paid to the Company by the final date for payment.
- 1.7 Where any sum due under this Contract is not paid in full by the final date for payment and no effective Pay Less Notice has been given in accordance with paragraph 1.6 the Company shall have the right to suspend performance of all or part of his obligations under this Contract. This right may not be exercised without first giving to the Customer at least 5 Business Days' notice of intention to suspend performance stating the ground or grounds on which it is intended to suspend performance. The right to suspend performance shall cease where the Customer makes payment in full of the amount due and the Company shall recommence the provision of the Services as soon as possible thereafter. In the event that the Company properly suspends performance under this clause then the Customer shall be liable to pay to the Company a reasonable amount in respect of costs and expenses reasonably incurred by the Company as a result of the exercise of the suspension. In addition the period within which the Company is to perform the Services shall be extended by a period equivalent to the period of suspension and by any further period of delay which arises out of the exercise of that right.

- 1.8 The Company shall be entitled to simple interest on overdue amounts at a rate of 2 (two) per cent above the Bank of England base rate from time to time in force for the period from the expiry of the time within which the amount due is to be paid (as specified in paragraph 1.4) until the date of actual payment by the Customer.
- 1.9 If at any time during the Company's engagement under this Contract the Customer issues a written instruction requesting the Company perform any services additional to those covered by the Particulars of Contract, then a fair and reasonable adjustment to the Price shall be agreed by the Company and the Customer before the Company complies with the Customer's request for such additional services unless the Customer directs otherwise in writing. If the Customer directs the Company to comply with the Customer's request for additional services before a fair and reasonable adjustment to the Price is agreed by the Parties, then a fair and reasonable adjustment to the Price shall be calculated using the rates specified in Schedule 1.
2. The periodic/stage payments are as follows:-

Payment Date	Amount of Stage Payment/Periodic Payment
[Insert work stage or instalment date as appropriate for example: Completion of RIBA Work Stage C Or Specify Date]	[Insert amount of stage payment or periodic payment as appropriate for example: 10% Or Specify Amount]
[]	[]
[]	[]
[]	[]
[]	[]

Final Date for Payment

- 2.1 The final date for any payment is [if the final date for payment is to be **longer or shorter** than 30 days please insert the number of days here] days from the Due Date.

CONDITIONS OF CONTRACT FOR THE PROVISION OF GOODS AND/OR SERVICES

1. INTERPRETATION

- 1.1 In these Conditions the following words have the following meanings:

Associated Company: a company which is a subsidiary, a holding company, a parent company or any other company within the same group of companies as the Company;

Company: Balfour Beatty Living Places Limited whose registered office is at Pavilion B, Ashwood Park, Ashwood Way, Basingstoke, Hampshire, RG23 8BG and registered in England and Wales under number: 02067112 an agent of Balfour Beatty Group Limited, registered no. 101073, registered office 5 Churchill Place, Canary Wharf, London E14 5HU.;

Conditions: the Balfour Beatty Living Places Conditions of Contract for the Provision of Goods and/or Services;

Confidential Information: shall mean any data, technical specifications, drawings, schematics, programs, operation manuals, communications protocols, components of intellectual property, trade secrets, customer lists, know-how, financial and marketing information, methods of encryption, source codes and other source materials, and other information or materials reflecting the proprietary technology and any other information of a technical or commercial nature in whatever form and also includes commercially sensitive information disclosed by the Company to the Customer;

Contract: means the Particulars of Contract, the Conditions together with any documents referred to therein;

Customer: the person(s), firm, company or organisation who purchases the Goods and/or Services from the Company

Equipment: any equipment including any plant provided by the Company for provision of the Goods and/or Services;

Goods: any goods agreed in the Contract to be supplied to the Customer by the Company (including any part or parts of them);

Particulars of Contract: the particulars of contract signed by the parties setting out the description of the Goods and/or Services to be provided and the Price and other information which forms part of this Contract;

Price: the contract sum set out in the Particulars of Contract or the value of the remeasured works;

Services: any services (including any part of a service) supplied to the Customer by the Company under this Contract;

Site: the place where the Goods and/or Services are to be provided as specified in the Particulars of Contract.

Working Day: a day (other than a Saturday or Sunday) on which banks are open for domestic business in the city of London

- 1.2 In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

- 1.3 In these Conditions headings will not affect the construction of these Conditions.

2. APPLICATION OF TERMS

- 2.1 Subject to any variation under condition 2.2 the Contract will be on these Conditions to the exclusion of all other terms and conditions. These Conditions prevail over any inconsistent terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document and/or implied by trade custom, practice or course of dealing.
- 2.2 These Conditions apply to all orders for the Company to provide Goods and/or Services and any variation to these Conditions and/or any representations about the Goods and/or Services shall have no effect unless expressly agreed in writing and signed by an authorised signatory of the Company.
- 2.3 The Customer acknowledges that it has not relied upon and shall not rely upon, and shall have no right or remedy in respect of any statement, representation, assurance of warranty (whether made negligently or innocently) by the Company which does not form part of the Contract.
- 2.4 No offer to purchase the Goods and/or Services placed by the Customer is accepted by the Company until the Company provides the Goods and/or Services or the Company receives written confirmation of acceptance from the Customer, whichever is earlier, when the Contract on these Conditions will come into effect.

3. DESCRIPTION

- 3.1 The description of the Goods and/or Services shall be as set out in the Particulars of Contract.
- 3.2 Unless expressly included within the Particulars of Contract, all drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them and do not form part of this Contract.
- 3.3 If a specification or other standard is to apply to the Goods and/or Services this shall apply only where it is expressly provided for in the Particulars of Contract.

4. PROVISION OF GOODS AND SERVICES

- 4.1 Unless otherwise agreed in writing by the Company, the Goods and/or Services shall be provided at the Site.
- 4.2 Goods and/or Services will start within five (5) Working Days of the Company giving it notice that the Goods and/or Services are available.
- 4.3 Any date specified by the Company for the provision of Goods and/or Services is intended to be an estimate and time shall not be made of the essence by notice. If no date is specified in the Particulars of Contract, the Goods and/or Services will be provided within a reasonable time.
- 4.4 Save for where it is expressly provided for in these Conditions, the Company will not be liable for any direct loss, caused directly or indirectly by any delay in provision of Goods and/or Services (even if caused by the Company's negligence), nor

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will any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds three (3) calendar months.

- 4.5 If for any reason the Customer does not accept receipt of any Goods and/or Services when they are made available, or the Company is unable to provide Goods and/or Services on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:
 - 4.5.1 risk in the Goods and/or Services will pass to the Customer (including for loss or damage caused by the Company's negligence) on the date they are made available by the Company;
 - 4.5.2 the Goods and/or Services will be deemed to have been provided;
 - 4.5.3 the Company may store the Goods and/or Services until the Customer accepts receipt whereupon the Customer will be liable for all related costs and expenses (including, without limitation, storage and insurance); and
 - 4.5.4 if the Customer does not accept receipt of Goods and/or Services within thirty (30) days after the Company has notified the Customer that the Goods and/or Services are available the Company may sell or otherwise dispose of the Goods and/or Services and the Customer shall be liable for all related costs and expenses.
- 4.6 Subject to Clause 4.1 the Customer will provide at its expense at the Site adequate and appropriate equipment in good working order and manual labour for unloading the Goods and/or if required by the Company for the provision of Services.
- 4.8 The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer unless the Customer can provide conclusive evidence proving the contrary.
- 4.9 The Company shall not be liable for any non-provision of Goods and/or Services (even if caused by the Company's negligence) unless written notice is given to the Company within twenty eight (28) days of the date when the Goods and/or Services would in the ordinary course of events have been received.
- 4.10 Any liability of the Company for non-provision of Goods and/or Services shall be limited to replacing the Goods and/or Services within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods and/or Services.
- 4.11 The Company conducts itself in accordance with Balfour Beatty Code of Conduct.
- 4.12 In carrying out its responsibilities and duties under this Contract, neither Party nor any of its officers, employees, directors or agents shall, directly or indirectly offer, authorise, promise, pay or give, any payment or gift of, money or anything else of value as an improper inducement to make, or as an improper reward for making, any decision in relation to the obtaining or performance of this Contract. This includes providing improper benefits of any kind to, at the direction of, or for the benefit of, government officials or others, whether companies or individuals, to obtain or retain business or secure any improper advantage ["Prohibited Act"]. Neither it nor any of its officers, employees, directors or agents has made, prior to the date of the Contract, any offer, payment, promise, gift or authorisation of the sort described above.
5. **COMPANY'S OBLIGATIONS**
 - 5.1 The Company shall use reasonable endeavours to provide Goods and/or Services in accordance with any specific requirements which have been incorporated within the Contract.
 - 5.2 In providing the Goods and/or Services the Company shall use reasonable endeavours to observe health and safety rules and regulations and any other reasonable security requirements that apply at the Site that have been communicated to the Company in accordance with Clause 6.1.3. The Company shall have no liability under the Contract if observation of such requirements results in a breach of any of the Company's obligations under this Contract.
6. **CUSTOMER'S OBLIGATIONS**
 - 6.1 The Customer shall at its own expense:
 - 6.1.1 co-operate with the Company in all matters relating to the provision of Good and/or Services;
 - 6.1.2 provide the Company's operatives, agents, sub-contractors and other persons with access to the Site and any other access required, accurate information, data, briefings, induction, equipment (including PPE) and any and all other facilities required to enable the Company to provide the Goods and/or Services;
 - 6.1.3 ensure that the Company's operatives, agents, sub-contractors and other persons are informed of all health and safety rules and regulations and any reasonable security and legal requirements which apply to the Site and shall provide the Company with all information which is required by the Company for performance of the Contract;
 - 6.1.4 obtain and maintain all necessary licences and consents and comply with all relevant legislation insofar as such licences, consents and legislation relate to the Customer's business, premises, staff, equipment or otherwise are applicable to the Customer; and
 - 6.1.5 where the Company provides any Equipment the Customer warrants that it shall ensure the safety of the Equipment whilst on the Customer's premises and shall keep and maintain the Equipment in good condition and ensure the Company has access to the Equipment at all times. The Customer shall not dispose of or use the Equipment unless the Company provides written authorisation to do so.
 - 6.1.6 ensure that all Company commercial and/or confidential information is kept confidential and not disclosed to any third party without the consent of the Company. Such information shall be returned to the Company or destroyed upon the Company's written request.
7. **RISK/TITLE**
 - 7.1 The Goods and/or Services are at the risk of the Customer from the time these are made available to the Customer.

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- 7.2 Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
- 7.2.1 the Goods and/or Services; and
 - 7.2.2 all other sums which are or which become due to the Company from the Customer on any account.
- 7.3 The Customer's right to possession of the Goods and/or Services shall terminate immediately if:
- 7.3.1 the Customer has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986, or a resolution is passed or a petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
 - 7.3.2 the Customer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe/performance any of its obligations under the Contract or any other contract between the Company and/or Associated Companies and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986) or the Customer ceases to trade; or
 - 7.3.3 the Customer encumbers or in any way charges any of the Goods and/or Services.
- 7.4 The Company shall be entitled to payment for the Goods and/or Services notwithstanding that ownership of any of the Goods and/or Services have not passed from the Company.
- 7.5 Where ownership of the Goods has not passed to the Customer, the Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods and/or Services are or may be in order to inspect them and where the Customer's right to possession has terminated in accordance with Clause 7.3, the Company may use any facilities and /or equipment necessary on Site to recover the Goods and/or Services.
- 7.6 Unless expressly provided otherwise in the Particulars of Claim, the Customer is responsible for and bears the risk of any and all conditions on Site including ground conditions and any obstructions.
- 8. PRICE**
- 8.1 The price for the Goods and/or Services shall be the price set out in the Particulars of Contract.
- 8.2 The price for the Goods and/or Services shall be exclusive of any value added tax and all other taxes, costs or charges in relation to loading, unloading, carriage, insurance or due to changes in legislation and the Customer shall be liable for and shall pay such amounts when they fall due.
- 9. PAYMENT**
- 9.1 Payment shall be made to the Company in full in advance save for where the parties have agreed otherwise and other payment terms have been incorporated in the Particulars of Contract.
- 9.2 Save for where the Customer makes payment in advance, payment of the Price for the Goods and/or Services is due on the last working day of the month following the month in which the Goods and/or Services are provided or made available to the Customer, or within 30 (thirty) days of the date of the Company's invoice, whichever is earlier..
- 9.3 Where provided for in the Particulars of Contract Interim payments will be made at monthly intervals
- 9.4 Time for payment shall be of the essence.
- 9.5 No payment shall be deemed to have been received until the Company has received cleared funds.
- 9.6 All payments payable to the Company under the Contract shall become due immediately upon termination of this Contract notwithstanding any other provisions in this Contract.
- 9.7 The Customer shall make all payments due under the Contract with no deduction and no set-off, counterclaim, discount, abatement or otherwise is permitted unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.
- 9.8 If the Customer fails to pay the Company any sum due pursuant to the Contract the Customer will be liable to pay statutory interest immediately on demand to the Company on such sum from the due date for payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 9.9 Whereby the number of Working Days is greater than 45 (as set out in the PARTICULARS OF CONTRACT) the Company is entitled to stage payments and payment will be made in accordance with Schedule 2 unless this Contract is for the provision of goods only.

10 QUALITY

- 10.1 Where the Company is not the manufacturer of the Goods and/or Services, the Company will endeavour to transfer to the Customer the benefit of any warranty or guarantee given to the Company.
- 10.2 The Company warrants that the Goods and/or Services will be in accordance with the Particulars of Contract.
- 10.3 The Company shall not be liable for a breach of the warranty in condition 10.2 unless:

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- 10.3.1 the Customer gives written notice of the defect to the Company, and (if the defect is as a result of damage in transit) to the carrier, within 28 days of the time when the Customer discovers or ought to have discovered the defect; and
- 10.3.2 the Company is given a reasonable opportunity after receiving the notice of examining such Goods and/or Services and the Customer (if asked to do so by the Company) returns such Goods and/or Services to the Company's place of business for the examination to take place there.
- 10.4 The Company shall not be liable for a breach of any of the warranties in condition 10.2 if:
 - 10.4.1 The Customer makes any further use of such Goods and/or Services after giving such notice; or
 - 10.4.2 the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods and/or Services or (if there are none) good trade practice; or
 - 10.4.3 The Customer alters or repairs such Goods and/or Services without the written consent of the Company.
- 10.5 Subject to conditions 10.3 and 10.4, if any of the Goods and/or Services do not conform with any of the warranties in condition 10.2 the Company shall at its option repair or replace such Goods and/or Services (or the defective part) or refund the price of such Goods and/or Services at the pro rata Contract rate provided that, if the Company so requests, the Customer shall return the Goods and/or Services or the part of such Goods and/or Services which is defective to the Company.
- 10.6 If the Company complies with condition 10.5 it shall have no further liability for a breach of any of the warranties in condition 10.2 in respect of such Goods and/or Services.
- 10.7 The Company's liability for defects shall be limited to a period of twelve (12) months only from the date of completion unless a different liability period is expressly provided in the Particulars of Contract.
- 10.8 The Company may from time to time change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or price for the Services.
- 10.9 Completion is deemed to have occurred when a certificate of completion is issued by the Company or upon issue of the Company's final invoice, whichever is earlier.
- 11. INTELLECTUAL PROPERTY RIGHTS**
 - 11.1 Any intellectual property rights arising from or created in relation to provision of the Services shall belong to the Company.
 - 11.2 In so far as it is permitted to do so, the Company shall provide to the Customer a non-exclusive licence to such extent as is necessary to enable the Customer to make reasonable use of the Services. Upon termination of the Contract for any reason whatsoever the licence shall terminate unless the parties have agreed otherwise in writing.
 - 11.3 The Customer shall fully indemnify the Company for any unauthorised use of the Company's intellectual property rights and for breach of any third party rights arising from or in connection with the Contract.
- 12. LIMITATION OF LIABILITY**
 - 12.1 Subject to condition 10, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, consultants and sub-contractors) to the Customer in respect of any breach of these Conditions and/or any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract;
 - 12.2 The Company shall have no liability for design unless expressly provided otherwise in the Particulars of Claim in which case it will exercise all the reasonable skill, care and diligence to be expected of a qualified and experienced member of an architect or other appropriate professional undertaking the Services on works similar in scope and character to the Goods and/or Services ;
 - 12.3 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods and Services Act 1982) are, to the fullest extent permitted by law, excluded from the Contract.
 - 12.4 Nothing in these Conditions excludes or limits the liability of the Company for:
 - 12.4.1 death or personal injury caused by the Company's negligence; or
 - 12.4.2 or damage or loss incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Company.
 - 12.5 Notwithstanding any other clause of this Contract but subject to condition 12.4:
 - 12.5.1 The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to £100,000. In the event the Price is greater than £100,000 then maximum total liability shall be twice the Price or £1 million whichever is the lesser.
 - 12.5.2 In no event will either party be liable to the other party for indirect, special, economic or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- 13. FORCE MAJEURE**
 - 13.1 The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods and/or Services ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, adverse weather conditions, epidemic, lock-outs, strikes or other labour disputes (whether or

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not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials or any similar event ("Force Majeure Event")

- 13.2 If the Force Majeure Event continues for a continuous period in excess of sixty (60) days, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.


14. ASSIGNMENT

- 14.1 The Customer shall not without the prior written consent of the Company assign, transfer, charge or otherwise dispose of any of its rights or obligations under this Contract.
- 14.2 The Company may at any time assign, novate, transfer, charge, sub-contract or otherwise dispose of its rights and obligations to an Associated Company and may delegate or sub-contract in any manner any or all of its obligations under the Contract to any third party or agent.

15. GENERAL

- 15.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 15.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 15.3 If a provision of these Conditions (or part of any provision) is found illegal, invalid or unenforceable the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 15.4 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 15.5 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 15.6 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 15.7 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by the laws of England and Wales. The Company may at its discretion, refer any dispute to adjudication and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.
- 15.8 Both parties warrant that they shall comply with the Data Protection Act 1998 (as amended from time to time).
- 15.9 Any notice shall be deemed to have been duly received if delivered personally, when left at the party's business address or is set by prepaid first class post special delivery on the second business day after posting.
- 15.10 Save for where the Customer is legally obliged to disclose Confidential Information the Customer shall not disclose any Commercial information to a third party without the consent of the Company..

Signed by Company Representative

Sign

PrintMichael J Holme.....

Date16 July 2018.....

Signed by Customer Representative

Sign

Print

Date

Eleanor Dent

From: Tom Kingsley
Sent: 18 July 2018 11:06
To: 'Gardner, Eddy (CCTV)'; Louise Walbank
Subject: RE: Q2388 - Supply, Install 8m column & Fit Commando Sockets for CCTV, L11RNM Fen Road, Cambridge

Eddy/Lou

I'm still waiting on Sergeant Williams to provide some extra detail on the draft application. Once this is provided, I can then seek approval from councillors. We are working on the basis of reporting that the CCTV is up and running at the next North area committee (13 September).

Regards

Tom

From: Gardner, Eddy (CCTV) [REDACTED]
Sent: 18 July 2018 10:45
To: Tom Kingsley; Louise Walbank
Subject: FW: Q2388 - Supply, Install 8m column & Fit Commando Sockets for CCTV, L11RNM Fen Road, Cambridge
Importance: High

Dear Louise and Tom

Please see the updated quote for your bid for funding to replace the lamp column at this location. Please let me know when the order has been raised to Balfour Beatty so as to arrange Camera to be moved across to it once it is up.

Kind Regards

Eddy

Eddy (Alan) Gardner *Dip SS Dip SM*

Shared Services CCTV Manager

Huntingdonshire District and Cambridge City Council's

Part time (Monday to Thursday)

C/O

Shared Service Monitoring Centre

East Field House

Latham Rd

Huntingdon

Huntingdonshire

PE29 6YG

[REDACTED]

From: [REDACTED]@balfourbeatty.com]

Sent: 17 July 2018 11:57

To: Gardner, Eddy (CCTV)

Cc: Crabb, Brian

Subject: RE: Q2388 - Supply, Install 8m column & Fit Commando Sockets for CCTV, L11RNM Fen Road, Cambridge

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Good morning Eddy,

Please find attached the updated quotation as requested.

Kind regards

[REDACTED]

Technical Administrator/Third Party Coordinator/Payroll | Balfour Beatty | UKCS | Living Places

T: 0800 0850 257

6 Stanton Close, Finedon Road Industrial Estate, Wellingborough, Northants, NN8 4HN

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Balfour Beatty

Build to Last
Lean. Expert. Trusted. Safe.

Eleanor Dent

From: Gardner, Eddy (CCTV) [REDACTED]
Sent: 18 July 2018 10:45
To: Tom Kingsley; Louise Walbank
Subject: FW: Q2388 - Supply, Install 8m column & Fit Commando Sockets for CCTV, L11RNM Fen Road, Cambridge
Attachments: Quotation Q2388-7400B 2.pdf; Sale Conditions Business Q2388 2.pdf
Importance: High

Dear Louise and Tom

Please see the updated quote for your bid for funding to replace the lamp column at this location. Please let me know when the order has been raised to Balfour Beatty so as to arrange Camera to be moved across to it once it is up.

Kind Regards

Eddy

Eddy (Alan) Gardner *Dip SS Dip SM*

Shared Services CCTV Manager

Huntingdonshire District and Cambridge City Council's

Part time (Monday to Thursday)

C/O

Shared Service Monitoring Centre

East Field House

Latham Rd

Huntingdon

Huntingdonshire

PE29 6YG
[REDACTED]

CCTV Shared Services
Shared Services CCTV Manager
C/O Huntingdon District Council
East Field House, Latham Rd
Huntingdon
PE29 6YG

Unit 4
Rowles Way
Swavesey
Cambridgeshire
CB24 4UG

FOR THE ATTENTION OF Eddy Gardner

T 0800 7838 247

Quotation Reference Q2388-7400B
Date of Quotation: 17 July 2018

Dear Eddy,

Re: Subject Supply, Install 8m column & Fit Commando Sockets for CCTV, L11RMD Water Street, Cambridge

We formally acknowledge receipt of your valued enquiry for the above mentioned project. We submit the below quotation for your information and perusal.

Our price is submitted on the basis of a priced bill of quantities (Re-measurable) together with a commercial section. Both documents should be read in conjunction. The commercial section details and confirms the basis on which we submit our quotation.

Item Code	Description	Quantity	Unit	Price	Total
1300.00	Supply and installation of 8m Column to include comando socket for CCTV L11RNM Fen Road, Cambridge. Carefully remove existng lantern and install on new 8m column at 6m mounting hieght with bracket.	1	No	868.71	868.71
1400.001	SAME DAY DISCONNECTION & RECONNECTION OF UMS SERVICES (Includes only one excavation and reinstatement on same day in composite surface types at customer's request. Includes for pot ending cable, service joint, service cable and cut out for reconnection and waiting on site for up to one hour in order to reconnect or to return to site later on the same day in order to carry out the reconnection).	1	No	863.62	863.62
Total (Excluding VAT)				£	1,732.32

We trust that our offer is acceptable to you and meets your requirements. Please do not hesitate to contact us should you require any further details or clarification of any aspect of our tender. Should you wish to discuss our submission further then we would advise our willingness to attend any meeting which you may wish to call at your convenience.

Yours sincerely,

[Redacted Signature]

3rd Party Operational Supervisor | Balfour Beatty | Services | Living Places

CONTRACT FOR THE PROVISION OF GOODS AND/OR SERVICES

Ref No. LEG04	
Issue No 2	Rev 01
Owner: Legal	
Author: Legal	
Date: [17 May 2017]	

PARTICULARS OF CONTRACT

Project:	Q2388 Supply, Install 8m column & Fit Commando Socket for CCTV, L11RMD Water Street, Cambridge
Conditions of Contract:	BALFOUR BEATTY LIVING PLACES CONDITIONS OF CONTRACT FOR THE PROVISION OF GOODS AND/OR SERVICES
Customer Contact:	Eddy Gardner
Order Reference:	TBA
Site:	Water Street, Cambridge
Specification:	Cambridge County Council Standard Specification
Quotation Reference:	Q2388
Price:	£1732.32
Retention:	None Applied
Damages (LAD's):	N/A
Duration of Works	1 Working Day
Guarantee Period:	12 months from completion of works

Additional Customer's Responsibilities:

Contractor's details:

Balfour Beatty Living Places Limited: registered in England and Wales registered no. 02067112, Pavilion B, Ashwood Park, Ashwood Way, Basingstoke, Hampshire, RG23 8BG an agent of Balfour Beatty Group Limited registered no. 101073, registered office 130 Wilton Road, London SW1V 1LQ.

Contractor's Authorised Signatory: M J Holme General Manager

Price & Payment

Document Reference: **SCHEDULE 1**

Q2388 Supply, Install 8m column & Fit Commando Socket for CCTV, L11RMD Water Street, Cambridge 1 x £1732.32

100% of Contract Value on Completion of Works

Price fixed for 30 days

For an increase in scope which cannot be valued using the above rates this will be evaluated and paid in accordance with the schedules of dayworks issued by the Federation of Civil Engineering Contractors at the date of the execution of the works.

Any decrease in scope the evaluation mechanism will be subject to prior agreement with the Company

SCHEDULE 2

- 1.1 This Schedule shall apply if the number of Working Days is greater than 45 unless the Contract is for the provision of goods only.
- 1.2 The Company shall be entitled to receive periodic/stage payments of the Price for the Goods and/or Services in accordance with paragraph 2 of this Schedule 2. Upon or after each date established in accordance with paragraph 2 of this Schedule 2 (a "**Payment Date**") the Company shall submit an application for payment ("**Application for Payment**") specifying the sum that the Company considers will become due at the relevant Due Date and the basis on which that sum is calculated. The due date for payment of each periodic/stage payment shall be the date falling 7 days after the Customer receives the relevant Application for Payment (the "**Due Date**");
- 1.3 Within 5 days of the Due Date for each periodic/stage payment under paragraph 1.2 the Customer shall issue a payment notice setting out the sum the Customer considers to be due or have been due at the Due Date and the basis on which that sum was calculated (a "**Payment Notice**"). Subject to below the sum set out in the Payment Notice shall be paid by the final date for payment.
- 1.4 The final date for any payment under this paragraph shall be 30 days (or such other period of days as may be stated in paragraph 2 of this Schedule 2) from the Due Date.
- 1.5 The Customer shall pay to the Company the total amount of Value Added Tax properly chargeable by the Company.
- 1.6 Where the Customer intends to pay less than the sum otherwise due it shall give a notice to the Company of its intention to do so not less than 1 day before the final date for payment (a "**Pay Less Notice**"). The Pay Less Notice must set out the sum the Customer considers due as at the date the Pay Less Notice is served and the basis on which that sum is calculated. The sum specified in the Pay Less Notice, if any, must be paid to the Company by the final date for payment.
- 1.7 Where any sum due under this Contract is not paid in full by the final date for payment and no effective Pay Less Notice has been given in accordance with paragraph 1.6 the Company shall have the right to suspend performance of all or part of his obligations under this Contract. This right may not be exercised without first giving to the Customer at least 5 Business Days' notice of intention to suspend performance stating the ground or grounds on which it is intended to suspend performance. The right to suspend performance shall cease where the Customer makes payment in full of the amount due and the Company shall recommence the provision of the Services as soon as possible thereafter. In the event that the Company properly suspends performance under this clause then the Customer shall be liable to pay to the Company a reasonable amount in respect of costs and expenses reasonably incurred by the Company as a result of the exercise of the suspension. In addition the period within which the Company is to perform the Services shall be extended by a period equivalent to the period of suspension and by any further period of delay which arises out of the exercise of that right.

- 1.8 The Company shall be entitled to simple interest on overdue amounts at a rate of 2 (two) per cent above the Bank of England base rate from time to time in force for the period from the expiry of the time within which the amount due is to be paid (as specified in paragraph 1.4) until the date of actual payment by the Customer.
- 1.9 If at any time during the Company's engagement under this Contract the Customer issues a written instruction requesting the Company perform any services additional to those covered by the Particulars of Contract, then a fair and reasonable adjustment to the Price shall be agreed by the Company and the Customer before the Company complies with the Customer's request for such additional services unless the Customer directs otherwise in writing. If the Customer directs the Company to comply with the Customer's request for additional services before a fair and reasonable adjustment to the Price is agreed by the Parties, then a fair and reasonable adjustment to the Price shall be calculated using the rates specified in Schedule 1.
2. The periodic/stage payments are as follows:-

Payment Date	Amount of Stage Payment/Periodic Payment
[Insert work stage or instalment date as appropriate for example: Completion of RIBA Work Stage C Or Specify Date]	[Insert amount of stage payment or periodic payment as appropriate for example: 10% Or Specify Amount]
[]	[]
[]	[]
[]	[]
[]	[]

Final Date for Payment

- 2.1 The final date for any payment is [if the final date for payment is to be **longer or shorter** than 30 days please insert the number of days here] days from the Due Date.

CONDITIONS OF CONTRACT FOR THE PROVISION OF GOODS AND/OR SERVICES

1. INTERPRETATION

- 1.1 In these Conditions the following words have the following meanings:

Associated Company: a company which is a subsidiary, a holding company, a parent company or any other company within the same group of companies as the Company;

Company: Balfour Beatty Living Places Limited whose registered office is at Pavilion B, Ashwood Park, Ashwood Way, Basingstoke, Hampshire, RG23 8BG and registered in England and Wales under number: 02067112 an agent of Balfour Beatty Group Limited, registered no. 101073, registered office 5 Churchill Place, Canary Wharf, London E14 5HU.;

Conditions: the Balfour Beatty Living Places Conditions of Contract for the Provision of Goods and/or Services;

Confidential Information: shall mean any data, technical specifications, drawings, schematics, programs, operation manuals, communications protocols, components of intellectual property, trade secrets, customer lists, know-how, financial and marketing information, methods of encryption, source codes and other source materials, and other information or materials reflecting the proprietary technology and any other information of a technical or commercial nature in whatever form and also includes commercially sensitive information disclosed by the Company to the Customer;

Contract: means the Particulars of Contract, the Conditions together with any documents referred to therein;

Customer: the person(s), firm, company or organisation who purchases the Goods and/or Services from the Company

Equipment: any equipment including any plant provided by the Company for provision of the Goods and/or Services;

Goods: any goods agreed in the Contract to be supplied to the Customer by the Company (including any part or parts of them);

Particulars of Contract: the particulars of contract signed by the parties setting out the description of the Goods and/or Services to be provided and the Price and other information which forms part of this Contract;

Price: the contract sum set out in the Particulars of Contract or the value of the remeasured works;

Services: any services (including any part of a service) supplied to the Customer by the Company under this Contract;

Site: the place where the Goods and/or Services are to be provided as specified in the Particulars of Contract.

Working Day: a day (other than a Saturday or Sunday) on which banks are open for domestic business in the city of London

- 1.2 In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

- 1.3 In these Conditions headings will not affect the construction of these Conditions.

2. APPLICATION OF TERMS

- 2.1 Subject to any variation under condition 2.2 the Contract will be on these Conditions to the exclusion of all other terms and conditions. These Conditions prevail over any inconsistent terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document and/or implied by trade custom, practice or course of dealing.
- 2.2 These Conditions apply to all orders for the Company to provide Goods and/or Services and any variation to these Conditions and/or any representations about the Goods and/or Services shall have no effect unless expressly agreed in writing and signed by an authorised signatory of the Company.
- 2.3 The Customer acknowledges that it has not relied upon and shall not rely upon, and shall have no right or remedy in respect of any statement, representation, assurance of warranty (whether made negligently or innocently) by the Company which does not form part of the Contract.
- 2.4 No offer to purchase the Goods and/or Services placed by the Customer is accepted by the Company until the Company provides the Goods and/or Services or the Company receives written confirmation of acceptance from the Customer, whichever is earlier, when the Contract on these Conditions will come into effect.

3. DESCRIPTION

- 3.1 The description of the Goods and/or Services shall be as set out in the Particulars of Contract.
- 3.2 Unless expressly included within the Particulars of Contract, all drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them and do not form part of this Contract.
- 3.3 If a specification or other standard is to apply to the Goods and/or Services this shall apply only where it is expressly provided for in the Particulars of Contract.

4. PROVISION OF GOODS AND SERVICES

- 4.1 Unless otherwise agreed in writing by the Company, the Goods and/or Services shall be provided at the Site.
- 4.2 Goods and/or Services will start within five (5) Working Days of the Company giving it notice that the Goods and/or Services are available.
- 4.3 Any date specified by the Company for the provision of Goods and/or Services is intended to be an estimate and time shall not be made of the essence by notice. If no date is specified in the Particulars of Contract, the Goods and/or Services will be provided within a reasonable time.
- 4.4 Save for where it is expressly provided for in these Conditions, the Company will not be liable for any direct loss, caused directly or indirectly by any delay in provision of Goods and/or Services (even if caused by the Company's negligence), nor

will any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds three (3) calendar months.

- 4.5 If for any reason the Customer does not accept receipt of any Goods and/or Services when they are made available, or the Company is unable to provide Goods and/or Services on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:
 - 4.5.1 risk in the Goods and/or Services will pass to the Customer (including for loss or damage caused by the Company's negligence) on the date they are made available by the Company;
 - 4.5.2 the Goods and/or Services will be deemed to have been provided;
 - 4.5.3 the Company may store the Goods and/or Services until the Customer accepts receipt whereupon the Customer will be liable for all related costs and expenses (including, without limitation, storage and insurance); and
 - 4.5.4 if the Customer does not accept receipt of Goods and/or Services within thirty (30) days after the Company has notified the Customer that the Goods and/or Services are available the Company may sell or otherwise dispose of the Goods and/or Services and the Customer shall be liable for all related costs and expenses.
- 4.6 Subject to Clause 4.1 the Customer will provide at its expense at the Site adequate and appropriate equipment in good working order and manual labour for unloading the Goods and/or if required by the Company for the provision of Services.
- 4.8 The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer unless the Customer can provide conclusive evidence proving the contrary.
- 4.9 The Company shall not be liable for any non-provision of Goods and/or Services (even if caused by the Company's negligence) unless written notice is given to the Company within twenty eight (28) days of the date when the Goods and/or Services would in the ordinary course of events have been received.
- 4.10 Any liability of the Company for non-provision of Goods and/or Services shall be limited to replacing the Goods and/or Services within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods and/or Services.
- 4.11 The Company conducts itself in accordance with Balfour Beatty Code of Conduct.
- 4.12 In carrying out its responsibilities and duties under this Contract, neither Party nor any of its officers, employees, directors or agents shall, directly or indirectly offer, authorise, promise, pay or give, any payment or gift of, money or anything else of value as an improper inducement to make, or as an improper reward for making, any decision in relation to the obtaining or performance of this Contract. This includes providing improper benefits of any kind to, at the direction of, or for the benefit of, government officials or others, whether companies or individuals, to obtain or retain business or secure any improper advantage ["Prohibited Act"]. Neither it nor any of its officers, employees, directors or agents has made, prior to the date of the Contract, any offer, payment, promise, gift or authorisation of the sort described above.
5. **COMPANY'S OBLIGATIONS**
 - 5.1 The Company shall use reasonable endeavours to provide Goods and/or Services in accordance with any specific requirements which have been incorporated within the Contract.
 - 5.2 In providing the Goods and/or Services the Company shall use reasonable endeavours to observe health and safety rules and regulations and any other reasonable security requirements that apply at the Site that have been communicated to the Company in accordance with Clause 6.1.3. The Company shall have no liability under the Contract if observation of such requirements results in a breach of any of the Company's obligations under this Contract.
6. **CUSTOMER'S OBLIGATIONS**
 - 6.1 The Customer shall at its own expense:
 - 6.1.1 co-operate with the Company in all matters relating to the provision of Good and/or Services;
 - 6.1.2 provide the Company's operatives, agents, sub-contractors and other persons with access to the Site and any other access required, accurate information, data, briefings, induction, equipment (including PPE) and any and all other facilities required to enable the Company to provide the Goods and/or Services;
 - 6.1.3 ensure that the Company's operatives, agents, sub-contractors and other persons are informed of all health and safety rules and regulations and any reasonable security and legal requirements which apply to the Site and shall provide the Company with all information which is required by the Company for performance of the Contract;
 - 6.1.4 obtain and maintain all necessary licences and consents and comply with all relevant legislation insofar as such licences, consents and legislation relate to the Customer's business, premises, staff, equipment or otherwise are applicable to the Customer; and
 - 6.1.5 where the Company provides any Equipment the Customer warrants that it shall ensure the safety of the Equipment whilst on the Customer's premises and shall keep and maintain the Equipment in good condition and ensure the Company has access to the Equipment at all times. The Customer shall not dispose of or use the Equipment unless the Company provides written authorisation to do so.
 - 6.1.6 ensure that all Company commercial and/or confidential information is kept confidential and not disclosed to any third party without the consent of the Company. Such information shall be returned to the Company or destroyed upon the Company's written request.
7. **RISK/TITLE**
 - 7.1 The Goods and/or Services are at the risk of the Customer from the time these are made available to the Customer.

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- 7.2 Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
- 7.2.1 the Goods and/or Services; and
 - 7.2.2 all other sums which are or which become due to the Company from the Customer on any account.
- 7.3 The Customer's right to possession of the Goods and/or Services shall terminate immediately if:
- 7.3.1 the Customer has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986, or a resolution is passed or a petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
 - 7.3.2 the Customer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe/performance any of its obligations under the Contract or any other contract between the Company and/or Associated Companies and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986) or the Customer ceases to trade; or
 - 7.3.3 the Customer encumbers or in any way charges any of the Goods and/or Services.
- 7.4 The Company shall be entitled to payment for the Goods and/or Services notwithstanding that ownership of any of the Goods and/or Services have not passed from the Company.
- 7.5 Where ownership of the Goods has not passed to the Customer, the Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods and/or Services are or may be in order to inspect them and where the Customer's right to possession has terminated in accordance with Clause 7.3, the Company may use any facilities and /or equipment necessary on Site to recover the Goods and/or Services.
- 7.6 Unless expressly provided otherwise in the Particulars of Claim, the Customer is responsible for and bears the risk of any and all conditions on Site including ground conditions and any obstructions.
- 8. PRICE**
- 8.1 The price for the Goods and/or Services shall be the price set out in the Particulars of Contract.
- 8.2 The price for the Goods and/or Services shall be exclusive of any value added tax and all other taxes, costs or charges in relation to loading, unloading, carriage, insurance or due to changes in legislation and the Customer shall be liable for and shall pay such amounts when they fall due.
- 9. PAYMENT**
- 9.1 Payment shall be made to the Company in full in advance save for where the parties have agreed otherwise and other payment terms have been incorporated in the Particulars of Contract.
- 9.2 Save for where the Customer makes payment in advance, payment of the Price for the Goods and/or Services is due on the last working day of the month following the month in which the Goods and/or Services are provided or made available to the Customer, or within 30 (thirty) days of the date of the Company's invoice, whichever is earlier..
- 9.3 Where provided for in the Particulars of Contract Interim payments will be made at monthly intervals
- 9.4 Time for payment shall be of the essence.
- 9.5 No payment shall be deemed to have been received until the Company has received cleared funds.
- 9.6 All payments payable to the Company under the Contract shall become due immediately upon termination of this Contract notwithstanding any other provisions in this Contract.
- 9.7 The Customer shall make all payments due under the Contract with no deduction and no set-off, counterclaim, discount, abatement or otherwise is permitted unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.
- 9.8 If the Customer fails to pay the Company any sum due pursuant to the Contract the Customer will be liable to pay statutory interest immediately on demand to the Company on such sum from the due date for payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 9.9 Whereby the number of Working Days is greater than 45 (as set out in the PARTICULARS OF CONTRACT) the Company is entitled to stage payments and payment will be made in accordance with Schedule 2 unless this Contract is for the provision of goods only.

10 QUALITY

- 10.1 Where the Company is not the manufacturer of the Goods and/or Services, the Company will endeavour to transfer to the Customer the benefit of any warranty or guarantee given to the Company.
- 10.2 The Company warrants that the Goods and/or Services will be in accordance with the Particulars of Contract.
- 10.3 The Company shall not be liable for a breach of the warranty in condition 10.2 unless:

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- 10.3.1 the Customer gives written notice of the defect to the Company, and (if the defect is as a result of damage in transit) to the carrier, within 28 days of the time when the Customer discovers or ought to have discovered the defect; and
- 10.3.2 the Company is given a reasonable opportunity after receiving the notice of examining such Goods and/or Services and the Customer (if asked to do so by the Company) returns such Goods and/or Services to the Company's place of business for the examination to take place there.
- 10.4 The Company shall not be liable for a breach of any of the warranties in condition 10.2 if:
 - 10.4.1 The Customer makes any further use of such Goods and/or Services after giving such notice; or
 - 10.4.2 the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods and/or Services or (if there are none) good trade practice; or
 - 10.4.3 The Customer alters or repairs such Goods and/or Services without the written consent of the Company.
- 10.5 Subject to conditions 10.3 and 10.4, if any of the Goods and/or Services do not conform with any of the warranties in condition 10.2 the Company shall at its option repair or replace such Goods and/or Services (or the defective part) or refund the price of such Goods and/or Services at the pro rata Contract rate provided that, if the Company so requests, the Customer shall return the Goods and/or Services or the part of such Goods and/or Services which is defective to the Company.
- 10.6 If the Company complies with condition 10.5 it shall have no further liability for a breach of any of the warranties in condition 10.2 in respect of such Goods and/or Services.
- 10.7 The Company's liability for defects shall be limited to a period of twelve (12) months only from the date of completion unless a different liability period is expressly provided in the Particulars of Contract.
- 10.8 The Company may from time to time change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or price for the Services.
- 10.9 Completion is deemed to have occurred when a certificate of completion is issued by the Company or upon issue of the Company's final invoice, whichever is earlier.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 Any intellectual property rights arising from or created in relation to provision of the Services shall belong to the Company.
- 11.2 In so far as it is permitted to do so, the Company shall provide to the Customer a non-exclusive licence to such extent as is necessary to enable the Customer to make reasonable use of the Services. Upon termination of the Contract for any reason whatsoever the licence shall terminate unless the parties have agreed otherwise in writing.
- 11.3 The Customer shall fully indemnify the Company for any unauthorised use of the Company's intellectual property rights and for breach of any third party rights arising from or in connection with the Contract.

12. LIMITATION OF LIABILITY

- 12.1 Subject to condition 10, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, consultants and sub-contractors) to the Customer in respect of any breach of these Conditions and/or any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract;
- 12.2 The Company shall have no liability for design unless expressly provided otherwise in the Particulars of Claim in which case it will exercise all the reasonable skill, care and diligence to be expected of a qualified and experienced member of an architect or other appropriate professional undertaking the Services on works similar in scope and character to the Goods and/or Services ;
- 12.3 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods and Services Act 1982) are, to the fullest extent permitted by law, excluded from the Contract.
- 12.4 Nothing in these Conditions excludes or limits the liability of the Company for:
 - 12.4.1 death or personal injury caused by the Company's negligence; or
 - 12.4.2 or damage or loss incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Company.
- 12.5 Notwithstanding any other clause of this Contract but subject to condition 12.4:
 - 12.5.1 The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to £100,000. In the event the Price is greater than £100,000 then maximum total liability shall be twice the Price or £1 million whichever is the lesser.
 - 12.5.2 In no event will either party be liable to the other party for indirect, special, economic or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

13. FORCE MAJEURE

- 13.1 The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods and/or Services ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, adverse weather conditions, epidemic, lock-outs, strikes or other labour disputes (whether or

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not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials or any similar event ("**Force Majeure Event**")

- 13.2 If the Force Majeure Event continues for a continuous period in excess of sixty (60) days, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

14. ASSIGNMENT

- 14.1 The Customer shall not without the prior written consent of the Company assign, transfer, charge or otherwise dispose of any of its rights or obligations under this Contract.
- 14.2 The Company may at any time assign, novate, transfer, charge, sub-contract or otherwise dispose of its rights and obligations to an Associated Company and may delegate or sub-contract in any manner any or all of its obligations under the Contract to any third party or agent.

15. GENERAL

- 15.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 15.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 15.3 If a provision of these Conditions (or part of any provision) is found illegal, invalid or unenforceable the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 15.4 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 15.5 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 15.6 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 15.7 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by the laws of England and Wales. The Company may at its discretion, refer any dispute to adjudication and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.
- 15.8 Both parties warrant that they shall comply with the Data Protection Act 1998 (as amended from time to time).
- 15.9 Any notice shall be deemed to have been duly received if delivered personally, when left at the party's business address or is set by prepaid first class post special delivery on the second business day after posting.
- 15.10 Save for where the Customer is legally obliged to disclose Confidential Information the Customer shall not disclose any Commercial information to a third party without the consent of the Company..

Signed by Company Representative

SignM Holme.....

PrintMichael J Holme.....

Date17th July 2018.....

Signed by Customer Representative

Sign

Print

Date

Eleanor Dent

From: WILLIAMS, Tracy 717 [REDACTED]
Sent: 22 July 2018 17:44
To: Safer Communities
Cc: Tom Kingsley
Subject: Fen Road CCTV [OFFICIAL]
Attachments: East Chesterton Community Group Safer City Grant Funding.rtf

Dear Sir/Madam

Please find attached a request for funding. Should you need to speak to me about this application, I will not now be on duty until 7pm on Thursday July 26th however will have my work phone switched on during the day.

Kind Regards

PS 717 Tracy Williams
Southern Partnerships – Cambridge North
Parkside Police Station

[REDACTED]

To visit Cambridgeshire Constabulary's website please follow this link:

<https://www.cambs.police.uk/home.aspx>

Internet e-mail is not to be treated as a secure means of communication.
Cambridgeshire Constabulary monitors all internet e-mail activity and content.
This communication is confidential and intended for the addressee(s) only.
Please notify the sender if you have received this in error.
Unauthorised use or disclosure of the contents may be unlawful.
Opinions expressed in this document may not be official policy.
Thank you for your cooperation. (c) Cambridgeshire Constabulary

Eleanor Dent

From: Louise Walbank
Sent: 25 July 2018 09:24
To: Tom Kingsley
Subject: FW: Fen Road enquiry

Thanks Tom.

Lou

Louise Walbank, Anti-Social Behaviour Officer, Cambridge City Council

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cambridge.gov.uk | facebook.com/camcitco | twitter.com/camcitco

From: [REDACTED]
Sent: 25 July 2018 08:10
To: Louise Walbank
Subject: Re: Fen Road enquiry

Hi Louise

I'm more than happy to give my contact details for the application of the grant.

However I should tell you there is no official residents group yet formed but I appear to be an unelected spokesman for the group of people who attended the meetings regarding the lawlessness that was creeping into the area. I am also one of the contacts with the local police and have had and will continue to have one to one meetings with Inspector Paul Rogerson and members of his team acting as a liason for the Fen Road area

I am pleased we are getting a replacement for the damaged camera and I hope this time it is put in a place most suitable to monitor the excessive speeding problems. May I ask if anyone who actually lives in the Fen Road area has been consulted as to placement of the camera, as it we, as residents that witness the daily incidents of dangerous driving and know where the hot spots are. Sadly I should also inform you that a single camera is not enough to solve the Fen Road problem, I would suggest you need about four for Fen Road and at least two for the High Street. That is I know a pipe dream, and I'm afraid that it will only be the death of innocent, which sadly I think is inevitable due to the continued reckless criminal driving that goes on, that will force the various authorities to take our concerns seriously.

I'm not sure what contact details you want, if you need more than provided below please let me know

[REDACTED]

Also if I can be of any further help let me know, as I am more than happy to meet and discuss with you any issues I have mentioned above

Regards [REDACTED]

From: Louise Walbank [REDACTED]

Sent: 24 July 2018 12:39

To: [REDACTED]

Subject: Fen Road enquiry

Dear [REDACTED],

I've been given your details by Councillor Gerri Bird as I am looking at getting a redeployable CCTV camera in Fen Road due to the reported incidents that have occurred in the area. A feasibility study has been carried out and unfortunately there is an issue with the size of the lampposts on Fen Road. We are therefore looking at replacing one of the lampposts with another that is suitable for the camera. However, in order to do that, we have to apply for funding from the Safer City grant. My colleague has completed an application form but we are requiring a name and contact details for someone, preferably from a residents' association if there is one for the form. Cllr Bird has suggested you would be the right contact, so I wanted to email to ask if that is the case? If it is, can you please give me your contact details and if there is a residents' association, the name of that.

As far as I'm aware, this is all that is required for the form, and once that is completed, we then have to seek authorisation for the grant.

If you have any questions, please don't hesitate to contact me.

I look forward to hearing from you, and would appreciate a reply sooner rather than later so that we can move this forward.

Kind regards,

Louise

Louise Walbank, Anti-Social Behaviour Officer, Cambridge City Council

[REDACTED]
cambridge.gov.uk | facebook.com/camcitco | twitter.com/camcitco

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Eleanor Dent

From: Tom Kingsley
Sent: 26 July 2018 10:20
To: Richard Johnson
Cc: Lewis Herbert; Lynda Kilkelly; Louise Walbank
Subject: Safer City grant application: Fen Road CCTV
Attachments: East Chesterton Community Group.rtf; Quotation Q2388-7400B 2.pdf; Safer City 2018-19 - Bid Sheet.docx

To: Councillor Johnson

As the Executive Councillor for Communities, I understand that you have taken over responsibility for determining grant applications made under the Safer City grant scheme from Councillor Herbert. I have copied in Cllr. Herbert for his information.

The Safer City grant scheme provides grants up to £5,000 (from a combined £20,000 pot) to community-based groups for projects that will tackle crime, the fear of crime and antisocial behaviour.

Our team – Safer Communities – administers funds for projects that impact across the whole of Cambridge, whilst Community Funding & Development Service (CF&DS) administers funds for area-based projects, via area committee funding: the £20,000 pot is split 50/50.

Occasionally, our team will be made aware of local issues and will work with community groups – as well as colleagues in the CF&DS – to look at solutions that can be funded from the Safer City grant scheme: such as in this case.

Please see the attached documents for further details: the Bid Sheet is my report on the application and quotation. Essentially, approval for funding is being sought for a replacement streetlight column on Fen Road that will be able to hold a CCTV camera to monitor antisocial driving and parking that is plaguing the area.

Although the residents affected by the antisocial behaviour on Fen Road have been resolved as the East Chesterton Community Group with a local spokesperson, this is only for the purpose of the application. The project will be managed by the Shared Services CCTV Manager (Eddy Gardner) in conjunction with the County Council/Balfour Beatty and Louise Walbank, ASB Officer dealing with redeployable CCTV administration.

Grateful if you would consider the application and approve the grant for the maximum £2,500 (the current quote from Balfour Beatty is £1,732.32 plus VAT).

If you have any questions regarding the application, please let me know.

Regards

Tom Kingsley, Safer Communities Project Officer, Cambridge City Council

cambridge.gov.uk | facebook.com/camcitco | twitter.com/camcitco

My working days are Wednesday, Thursday and Friday

SAFER CITY 2018-19: APPLICATION FORM

**IT IS IMPORTANT THAT YOU READ THE GUIDANCE NOTES BEFORE
COMPLETING THIS APPLICATION FORM,
PAYING PARTICULAR ATTENTION TO THE PRIVACY NOTICE CONCERNING USE
OF PERSONAL INFORMATION BY THE COUNCIL.**

ABOUT YOUR GROUP

Q1 What is the name of the group?

East Chesterton Community Group

Q2 For this application, who is the contact?

[REDACTED]

Q3 What is their position in the group?

Spokesperson for the Group

Q4 What is their daytime telephone number and e-mail address?

Daytime Telephone Number

[REDACTED]

E-mail Address

[REDACTED]

Q5 What are the names of the Chair, Secretary and Treasurer of the group?

Chair Not Applicable

Secretary Not Applicable

Treasurer Not Applicable

Q6 What are the main aims of the group?

To get an old streetlight on Fen Road replaced with one that can hold a spur for a redeployable CCTV camera to overlook a hot spot area of the road.

Q7 What is the group's main source of funding?

Not applicable as the full cost of the project will be met by the City Council, via the Safer City grant scheme.

THE PROJECT

Q8 What is the name of the project you want us to fund?

Fen Road CCTV

Q9 Which of the Community Safety Partnership's priorities does the project address?

Identifying and responding to vulnerable locations. The project also addresses one of the issues raised at the North area committee meeting of 21 June, and at two previous residents' meetings held on 28 March and 8 May at which both the police and City Council attended.

Q10 What are the main aims of the project?

To enable redeployable CCTV to be located at a stretch of Fen Road currently plagued by anti-social driving and parking. To lessen the impact of ASB on residents of Fen Road.

Q11 Where will the project be located?

On a Fen Road streetlight selected by the Shared Services CCTV Manager, Eddy Gardner, in discussion with police, City Council, County Council and Balfour Beatty.

Q12 Who will manage the project?

Shared Services CCTV Manager in conjunction with County Council / Balfour Beatty

Q13 How will it work?

The current streetlight is too old to support the necessary spur for a redeployable CCTV camera and requires replacement. The County Council / Balfour Beatty do not have the necessary funds available under the PFI to upgrade the streetlight column.

Q14 Who is the project aimed at?

The residents on Fen Road currently affected by anti-social driving and parking.

Q15 How many people will benefit?

The residents on Fen Road currently affected by anti-social driving and parking.

Q16 Who will be your partners on the project?

Eddy Gardener (CCTV Manager); Inspector Paul Rogerson; Sergeant Tracy Williams; Lynda Kilkelly (Safer Communities Manager); Louise Walbank (ASB Officer); and Balfour Beatty.

FUNDING

Q17 What are the project's start and finish dates?

Start July/August 2018

Finish August 2018

Q18 How will the project be wound up when it has finished?

Once the streetlight column is replaced, a redeployable CCTV camera will be installed.

Q19 If the project is ongoing, how will it be funded once Safer City funding ends?

Not on-going. A one-off cost.

Q20 What are the full costs of the project?

£2,500 (current quote Q2388-7400B from Balfour Beatty is £1,732.32 plus VAT)

Please attach a detailed breakdown of the costs, together with quotes, where appropriate.

Q21 How much Safer City grant funding are you applying for?

£2,500 (based on current quote, with allowance for any unforeseen additional costs)

Q22 How will you make up the rest of the money?

Not applicable. Safer City grant will fund the entire capital costs of the project.

MONITORING

Q23 Whom have you consulted about the project and what was the outcome?

Consultation has taken place with both the police and the City Council. The City Council agreed to use Safer City grant funding to replace the chosen streetlight for the CCTV as this could not be adapted to take the necessary spur due to age.

Q24 What evidence do you have of the problems the project is trying to tackle?

Two well-attended residents' meetings took place in March and May of this year where the question of anti-social behaviour on Fen Road was raised as a growing serious issue. Media reports have also highlighted concerns in this area involving anti-social driving and parking. At the North area committee, residents again raised these issues and action was agreed to install CCTV in the area.

Q25 How will you monitor the project?

Feedback will be provided to both the police and the City Council.

Once completed, please email this form to: Safer.Communities@cambridge.gov.uk

CONTRACT FOR THE PROVISION OF GOODS AND/OR SERVICES

Ref No. LEG04	
Issue No 2	Rev 01
Owner: Legal	
Author: Legal	
Date: [17 May 2017]	

PARTICULARS OF CONTRACT

Project:	Q2388 Supply, Install 8m column & Fit Commando Socket for CCTV, L11RMD Water Street, Cambridge
Conditions of Contract:	BALFOUR BEATTY LIVING PLACES CONDITIONS OF CONTRACT FOR THE PROVISION OF GOODS AND/OR SERVICES
Customer Contact:	Eddy Gardner
Order Reference:	TBA
Site:	Water Street, Cambridge
Specification:	Cambridge County Council Standard Specification
Quotation Reference:	Q2388
Price:	£1732.32
Retention:	None Applied
Damages (LAD's):	N/A
Duration of Works	1 Working Day
Guarantee Period:	12 months from completion of works

Additional Customer's Responsibilities:

Contractor's details:

Balfour Beatty Living Places Limited: registered in England and Wales registered no. 02067112, Pavilion B, Ashwood Park, Ashwood Way, Basingstoke, Hampshire, RG23 8BG an agent of Balfour Beatty Group Limited registered no. 101073, registered office 130 Wilton Road, London SW1V 1LQ.

Contractor's Authorised Signatory: M J Holme General Manager

Price & Payment

Document Reference: **SCHEDULE 1**

Q2388 Supply, Install 8m column & Fit Commando Socket for CCTV, L11RMD Water Street,
Cambridge 1 x £1732.32

100% of Contract Value on Completion of Works

Price fixed for 30 days

For an increase in scope which cannot be valued using the above rates this will be evaluated and paid in accordance with the schedules of dayworks issued by the Federation of Civil Engineering Contractors at the date of the execution of the works.

Any decrease in scope the evaluation mechanism will be subject to prior agreement with the Company

SCHEDULE 2

- 1.1 This Schedule shall apply if the number of Working Days is greater than 45 unless the Contract is for the provision of goods only.
- 1.2 The Company shall be entitled to receive periodic/stage payments of the Price for the Goods and/or Services in accordance with paragraph 2 of this Schedule 2. Upon or after each date established in accordance with paragraph 2 of this Schedule 2 (a "**Payment Date**") the Company shall submit an application for payment ("**Application for Payment**") specifying the sum that the Company considers will become due at the relevant Due Date and the basis on which that sum is calculated. The due date for payment of each periodic/stage payment shall be the date falling 7 days after the Customer receives the relevant Application for Payment (the "**Due Date**");
- 1.3 Within 5 days of the Due Date for each periodic/stage payment under paragraph 1.2 the Customer shall issue a payment notice setting out the sum the Customer considers to be due or have been due at the Due Date and the basis on which that sum was calculated (a "**Payment Notice**"). Subject to below the sum set out in the Payment Notice shall be paid by the final date for payment.
- 1.4 The final date for any payment under this paragraph shall be 30 days (or such other period of days as may be stated in paragraph 2 of this Schedule 2) from the Due Date.
- 1.5 The Customer shall pay to the Company the total amount of Value Added Tax properly chargeable by the Company.
- 1.6 Where the Customer intends to pay less than the sum otherwise due it shall give a notice to the Company of its intention to do so not less than 1 day before the final date for payment (a "**Pay Less Notice**"). The Pay Less Notice must set out the sum the Customer considers due as at the date the Pay Less Notice is served and the basis on which that sum is calculated. The sum specified in the Pay Less Notice, if any, must be paid to the Company by the final date for payment.
- 1.7 Where any sum due under this Contract is not paid in full by the final date for payment and no effective Pay Less Notice has been given in accordance with paragraph 1.6 the Company shall have the right to suspend performance of all or part of his obligations under this Contract. This right may not be exercised without first giving to the Customer at least 5 Business Days' notice of intention to suspend performance stating the ground or grounds on which it is intended to suspend performance. The right to suspend performance shall cease where the Customer makes payment in full of the amount due and the Company shall recommence the provision of the Services as soon as possible thereafter. In the event that the Company properly suspends performance under this clause then the Customer shall be liable to pay to the Company a reasonable amount in respect of costs and expenses reasonably incurred by the Company as a result of the exercise of the suspension. In addition the period within which the Company is to perform the Services shall be extended by a period equivalent to the period of suspension and by any further period of delay which arises out of the exercise of that right.

- 1.8 The Company shall be entitled to simple interest on overdue amounts at a rate of 2 (two) per cent above the Bank of England base rate from time to time in force for the period from the expiry of the time within which the amount due is to be paid (as specified in paragraph 1.4) until the date of actual payment by the Customer.
- 1.9 If at any time during the Company's engagement under this Contract the Customer issues a written instruction requesting the Company perform any services additional to those covered by the Particulars of Contract, then a fair and reasonable adjustment to the Price shall be agreed by the Company and the Customer before the Company complies with the Customer's request for such additional services unless the Customer directs otherwise in writing. If the Customer directs the Company to comply with the Customer's request for additional services before a fair and reasonable adjustment to the Price is agreed by the Parties, then a fair and reasonable adjustment to the Price shall be calculated using the rates specified in Schedule 1.
2. The periodic/stage payments are as follows:-

Payment Date	Amount of Stage Payment/Periodic Payment
[Insert work stage or instalment date as appropriate for example: Completion of RIBA Work Stage C Or Specify Date]	[Insert amount of stage payment or periodic payment as appropriate for example: 10% Or Specify Amount]
[]	[]
[]	[]
[]	[]
[]	[]

Final Date for Payment

- 2.1 The final date for any payment is [if the final date for payment is to be **longer or shorter** than 30 days please insert the number of days here] days from the Due Date.

CONDITIONS OF CONTRACT FOR THE PROVISION OF GOODS AND/OR SERVICES

1. INTERPRETATION

- 1.1 In these Conditions the following words have the following meanings:

Associated Company: a company which is a subsidiary, a holding company, a parent company or any other company within the same group of companies as the Company;

Company: Balfour Beatty Living Places Limited whose registered office is at Pavilion B, Ashwood Park, Ashwood Way, Basingstoke, Hampshire, RG23 8BG and registered in England and Wales under number: 02067112 an agent of Balfour Beatty Group Limited, registered no. 101073, registered office 5 Churchill Place, Canary Wharf, London E14 5HU.;

Conditions: the Balfour Beatty Living Places Conditions of Contract for the Provision of Goods and/or Services;

Confidential Information: shall mean any data, technical specifications, drawings, schematics, programs, operation manuals, communications protocols, components of intellectual property, trade secrets, customer lists, know-how, financial and marketing information, methods of encryption, source codes and other source materials, and other information or materials reflecting the proprietary technology and any other information of a technical or commercial nature in whatever form and also includes commercially sensitive information disclosed by the Company to the Customer;

Contract: means the Particulars of Contract, the Conditions together with any documents referred to therein;

Customer: the person(s), firm, company or organisation who purchases the Goods and/or Services from the Company

Equipment: any equipment including any plant provided by the Company for provision of the Goods and/or Services;

Goods: any goods agreed in the Contract to be supplied to the Customer by the Company (including any part or parts of them);

Particulars of Contract: the particulars of contract signed by the parties setting out the description of the Goods and/or Services to be provided and the Price and other information which forms part of this Contract;

Price: the contract sum set out in the Particulars of Contract or the value of the remeasured works;

Services: any services (including any part of a service) supplied to the Customer by the Company under this Contract;

Site: the place where the Goods and/or Services are to be provided as specified in the Particulars of Contract.

Working Day: a day (other than a Saturday or Sunday) on which banks are open for domestic business in the city of London

- 1.2 In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

- 1.3 In these Conditions headings will not affect the construction of these Conditions.

2. APPLICATION OF TERMS

- 2.1 Subject to any variation under condition 2.2 the Contract will be on these Conditions to the exclusion of all other terms and conditions. These Conditions prevail over any inconsistent terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document and/or implied by trade custom, practice or course of dealing.
- 2.2 These Conditions apply to all orders for the Company to provide Goods and/or Services and any variation to these Conditions and/or any representations about the Goods and/or Services shall have no effect unless expressly agreed in writing and signed by an authorised signatory of the Company.
- 2.3 The Customer acknowledges that it has not relied upon and shall not rely upon, and shall have no right or remedy in respect of any statement, representation, assurance of warranty (whether made negligently or innocently) by the Company which does not form part of the Contract.
- 2.4 No offer to purchase the Goods and/or Services placed by the Customer is accepted by the Company until the Company provides the Goods and/or Services or the Company receives written confirmation of acceptance from the Customer, whichever is earlier, when the Contract on these Conditions will come into effect.

3. DESCRIPTION

- 3.1 The description of the Goods and/or Services shall be as set out in the Particulars of Contract.
- 3.2 Unless expressly included within the Particulars of Contract, all drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them and do not form part of this Contract.
- 3.3 If a specification or other standard is to apply to the Goods and/or Services this shall apply only where it is expressly provided for in the Particulars of Contract.

4. PROVISION OF GOODS AND SERVICES

- 4.1 Unless otherwise agreed in writing by the Company, the Goods and/or Services shall be provided at the Site.
- 4.2 Goods and/or Services will start within five (5) Working Days of the Company giving it notice that the Goods and/or Services are available.
- 4.3 Any date specified by the Company for the provision of Goods and/or Services is intended to be an estimate and time shall not be made of the essence by notice. If no date is specified in the Particulars of Contract, the Goods and/or Services will be provided within a reasonable time.
- 4.4 Save for where it is expressly provided for in these Conditions, the Company will not be liable for any direct loss, caused directly or indirectly by any delay in provision of Goods and/or Services (even if caused by the Company's negligence), nor

will any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds three (3) calendar months.

- 4.5 If for any reason the Customer does not accept receipt of any Goods and/or Services when they are made available, or the Company is unable to provide Goods and/or Services on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:
 - 4.5.1 risk in the Goods and/or Services will pass to the Customer (including for loss or damage caused by the Company's negligence) on the date they are made available by the Company;
 - 4.5.2 the Goods and/or Services will be deemed to have been provided;
 - 4.5.3 the Company may store the Goods and/or Services until the Customer accepts receipt whereupon the Customer will be liable for all related costs and expenses (including, without limitation, storage and insurance); and
 - 4.5.4 if the Customer does not accept receipt of Goods and/or Services within thirty (30) days after the Company has notified the Customer that the Goods and/or Services are available the Company may sell or otherwise dispose of the Goods and/or Services and the Customer shall be liable for all related costs and expenses.
- 4.6 Subject to Clause 4.1 the Customer will provide at its expense at the Site adequate and appropriate equipment in good working order and manual labour for unloading the Goods and/or if required by the Company for the provision of Services.
- 4.8 The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer unless the Customer can provide conclusive evidence proving the contrary.
- 4.9 The Company shall not be liable for any non-provision of Goods and/or Services (even if caused by the Company's negligence) unless written notice is given to the Company within twenty eight (28) days of the date when the Goods and/or Services would in the ordinary course of events have been received.
- 4.10 Any liability of the Company for non-provision of Goods and/or Services shall be limited to replacing the Goods and/or Services within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods and/or Services.
- 4.11 The Company conducts itself in accordance with Balfour Beatty Code of Conduct.
- 4.12 In carrying out its responsibilities and duties under this Contract, neither Party nor any of its officers, employees, directors or agents shall, directly or indirectly offer, authorise, promise, pay or give, any payment or gift of, money or anything else of value as an improper inducement to make, or as an improper reward for making, any decision in relation to the obtaining or performance of this Contract. This includes providing improper benefits of any kind to, at the direction of, or for the benefit of, government officials or others, whether companies or individuals, to obtain or retain business or secure any improper advantage ["Prohibited Act"]. Neither it nor any of its officers, employees, directors or agents has made, prior to the date of the Contract, any offer, payment, promise, gift or authorisation of the sort described above.
5. **COMPANY'S OBLIGATIONS**
 - 5.1 The Company shall use reasonable endeavours to provide Goods and/or Services in accordance with any specific requirements which have been incorporated within the Contract.
 - 5.2 In providing the Goods and/or Services the Company shall use reasonable endeavours to observe health and safety rules and regulations and any other reasonable security requirements that apply at the Site that have been communicated to the Company in accordance with Clause 6.1.3. The Company shall have no liability under the Contract if observation of such requirements results in a breach of any of the Company's obligations under this Contract.
6. **CUSTOMER'S OBLIGATIONS**
 - 6.1 The Customer shall at its own expense:
 - 6.1.1 co-operate with the Company in all matters relating to the provision of Good and/or Services;
 - 6.1.2 provide the Company's operatives, agents, sub-contractors and other persons with access to the Site and any other access required, accurate information, data, briefings, induction, equipment (including PPE) and any and all other facilities required to enable the Company to provide the Goods and/or Services;
 - 6.1.3 ensure that the Company's operatives, agents, sub-contractors and other persons are informed of all health and safety rules and regulations and any reasonable security and legal requirements which apply to the Site and shall provide the Company with all information which is required by the Company for performance of the Contract;
 - 6.1.4 obtain and maintain all necessary licences and consents and comply with all relevant legislation insofar as such licences, consents and legislation relate to the Customer's business, premises, staff, equipment or otherwise are applicable to the Customer; and
 - 6.1.5 where the Company provides any Equipment the Customer warrants that it shall ensure the safety of the Equipment whilst on the Customer's premises and shall keep and maintain the Equipment in good condition and ensure the Company has access to the Equipment at all times. The Customer shall not dispose of or use the Equipment unless the Company provides written authorisation to do so.
 - 6.1.6 ensure that all Company commercial and/or confidential information is kept confidential and not disclosed to any third party without the consent of the Company. Such information shall be returned to the Company or destroyed upon the Company's written request.
7. **RISK/TITLE**
 - 7.1 The Goods and/or Services are at the risk of the Customer from the time these are made available to the Customer.

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- 7.2 Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
- 7.2.1 the Goods and/or Services; and
 - 7.2.2 all other sums which are or which become due to the Company from the Customer on any account.
- 7.3 The Customer's right to possession of the Goods and/or Services shall terminate immediately if:
- 7.3.1 the Customer has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986, or a resolution is passed or a petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
 - 7.3.2 the Customer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe/performance any of its obligations under the Contract or any other contract between the Company and/or Associated Companies and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986) or the Customer ceases to trade; or
 - 7.3.3 the Customer encumbers or in any way charges any of the Goods and/or Services.
- 7.4 The Company shall be entitled to payment for the Goods and/or Services notwithstanding that ownership of any of the Goods and/or Services have not passed from the Company.
- 7.5 Where ownership of the Goods has not passed to the Customer, the Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods and/or Services are or may be in order to inspect them and where the Customer's right to possession has terminated in accordance with Clause 7.3, the Company may use any facilities and /or equipment necessary on Site to recover the Goods and/or Services.
- 7.6 Unless expressly provided otherwise in the Particulars of Claim, the Customer is responsible for and bears the risk of any and all conditions on Site including ground conditions and any obstructions.
- 8. PRICE**
- 8.1 The price for the Goods and/or Services shall be the price set out in the Particulars of Contract.
- 8.2 The price for the Goods and/or Services shall be exclusive of any value added tax and all other taxes, costs or charges in relation to loading, unloading, carriage, insurance or due to changes in legislation and the Customer shall be liable for and shall pay such amounts when they fall due.
- 9. PAYMENT**
- 9.1 Payment shall be made to the Company in full in advance save for where the parties have agreed otherwise and other payment terms have been incorporated in the Particulars of Contract.
- 9.2 Save for where the Customer makes payment in advance, payment of the Price for the Goods and/or Services is due on the last working day of the month following the month in which the Goods and/or Services are provided or made available to the Customer, or within 30 (thirty) days of the date of the Company's invoice, whichever is earlier..
- 9.3 Where provided for in the Particulars of Contract Interim payments will be made at monthly intervals
- 9.4 Time for payment shall be of the essence.
- 9.5 No payment shall be deemed to have been received until the Company has received cleared funds.
- 9.6 All payments payable to the Company under the Contract shall become due immediately upon termination of this Contract notwithstanding any other provisions in this Contract.
- 9.7 The Customer shall make all payments due under the Contract with no deduction and no set-off, counterclaim, discount, abatement or otherwise is permitted unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.
- 9.8 If the Customer fails to pay the Company any sum due pursuant to the Contract the Customer will be liable to pay statutory interest immediately on demand to the Company on such sum from the due date for payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 9.9 Whereby the number of Working Days is greater than 45 (as set out in the PARTICULARS OF CONTRACT) the Company is entitled to stage payments and payment will be made in accordance with Schedule 2 unless this Contract is for the provision of goods only.

10 QUALITY

- 10.1 Where the Company is not the manufacturer of the Goods and/or Services, the Company will endeavour to transfer to the Customer the benefit of any warranty or guarantee given to the Company.
- 10.2 The Company warrants that the Goods and/or Services will be in accordance with the Particulars of Contract.
- 10.3 The Company shall not be liable for a breach of the warranty in condition 10.2 unless:

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- 10.3.1 the Customer gives written notice of the defect to the Company, and (if the defect is as a result of damage in transit) to the carrier, within 28 days of the time when the Customer discovers or ought to have discovered the defect; and
- 10.3.2 the Company is given a reasonable opportunity after receiving the notice of examining such Goods and/or Services and the Customer (if asked to do so by the Company) returns such Goods and/or Services to the Company's place of business for the examination to take place there.
- 10.4 The Company shall not be liable for a breach of any of the warranties in condition 10.2 if:
 - 10.4.1 The Customer makes any further use of such Goods and/or Services after giving such notice; or
 - 10.4.2 the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods and/or Services or (if there are none) good trade practice; or
 - 10.4.3 The Customer alters or repairs such Goods and/or Services without the written consent of the Company.
- 10.5 Subject to conditions 10.3 and 10.4, if any of the Goods and/or Services do not conform with any of the warranties in condition 10.2 the Company shall at its option repair or replace such Goods and/or Services (or the defective part) or refund the price of such Goods and/or Services at the pro rata Contract rate provided that, if the Company so requests, the Customer shall return the Goods and/or Services or the part of such Goods and/or Services which is defective to the Company.
- 10.6 If the Company complies with condition 10.5 it shall have no further liability for a breach of any of the warranties in condition 10.2 in respect of such Goods and/or Services.
- 10.7 The Company's liability for defects shall be limited to a period of twelve (12) months only from the date of completion unless a different liability period is expressly provided in the Particulars of Contract.
- 10.8 The Company may from time to time change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or price for the Services.
- 10.9 Completion is deemed to have occurred when a certificate of completion is issued by the Company or upon issue of the Company's final invoice, whichever is earlier.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 Any intellectual property rights arising from or created in relation to provision of the Services shall belong to the Company.
- 11.2 In so far as it is permitted to do so, the Company shall provide to the Customer a non-exclusive licence to such extent as is necessary to enable the Customer to make reasonable use of the Services. Upon termination of the Contract for any reason whatsoever the licence shall terminate unless the parties have agreed otherwise in writing.
- 11.3 The Customer shall fully indemnify the Company for any unauthorised use of the Company's intellectual property rights and for breach of any third party rights arising from or in connection with the Contract.

12. LIMITATION OF LIABILITY

- 12.1 Subject to condition 10, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, consultants and sub-contractors) to the Customer in respect of any breach of these Conditions and/or any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract;
- 12.2 The Company shall have no liability for design unless expressly provided otherwise in the Particulars of Claim in which case it will exercise all the reasonable skill, care and diligence to be expected of a qualified and experienced member of an architect or other appropriate professional undertaking the Services on works similar in scope and character to the Goods and/or Services ;
- 12.3 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods and Services Act 1982) are, to the fullest extent permitted by law, excluded from the Contract.
- 12.4 Nothing in these Conditions excludes or limits the liability of the Company for:
 - 12.4.1 death or personal injury caused by the Company's negligence; or
 - 12.4.2 or damage or loss incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Company.
- 12.5 Notwithstanding any other clause of this Contract but subject to condition 12.4:
 - 12.5.1 The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to £100,000. In the event the Price is greater than £100,000 then maximum total liability shall be twice the Price or £1 million whichever is the lesser.
 - 12.5.2 In no event will either party be liable to the other party for indirect, special, economic or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

13. FORCE MAJEURE

- 13.1 The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods and/or Services ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, adverse weather conditions, epidemic, lock-outs, strikes or other labour disputes (whether or

Balfour Beatty

Living Places

not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials or any similar event ("**Force Majeure Event**")

- 13.2 If the Force Majeure Event continues for a continuous period in excess of sixty (60) days, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

14. ASSIGNMENT

- 14.1 The Customer shall not without the prior written consent of the Company assign, transfer, charge or otherwise dispose of any of its rights or obligations under this Contract.
- 14.2 The Company may at any time assign, novate, transfer, charge, sub-contract or otherwise dispose of its rights and obligations to an Associated Company and may delegate or sub-contract in any manner any or all of its obligations under the Contract to any third party or agent.

15. GENERAL

- 15.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 15.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 15.3 If a provision of these Conditions (or part of any provision) is found illegal, invalid or unenforceable the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 15.4 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 15.5 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 15.6 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 15.7 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by the laws of England and Wales. The Company may at its discretion, refer any dispute to adjudication and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.
- 15.8 Both parties warrant that they shall comply with the Data Protection Act 1998 (as amended from time to time).
- 15.9 Any notice shall be deemed to have been duly received if delivered personally, when left at the party's business address or is set by prepaid first class post special delivery on the second business day after posting.
- 15.10 Save for where the Customer is legally obliged to disclose Confidential Information the Customer shall not disclose any Commercial information to a third party without the consent of the Company..

Signed by Company Representative

SignM Holme.....

PrintMichael J Holme.....

Date17th July 2018.....

Signed by Customer Representative

Sign

Print

Date

Safer City grants scheme 2018-19

City-wide Bids

Project Applicant Amount of Grant Date Received/Acknowledged Priority/Criteria	Purpose of Grant Supporting Documentation	Further Details	Recommendation Justification
Fen Road CCTV East Chesterton Community Group £2,078.78 (Minimum) 25 July 2018 Identifying and responding to vulnerable locations	To replace an existing streetlight on Fen Road with one that can hold a spur for a redeployable CCTV camera to overlook an ASB hot spot area. Quote from Balfour Beatty	Antisocial driving and parking has long been an issue on Fen Road, which has recently come to a head. The issue was raised at two well-attended residents' meetings (28 March and 8 May) and the North area committee of 21 June. It was agreed at the latter to install CCTV to monitor the situation; however, the most appropriate streetlight does not have the necessary spur to support CCTV and requires replacement. Replacement is not covered by the existing street lighting PFI.	Approve The Street Lighting PFI between the County Council and Balfour Beatty will not cover any additional lights or replacements of light outside of general wear and tear. The selected column will not accommodate the spur from a CCTV camera. Safer City grant funding is available to fund this project on the basis that the CCTV will help to address the crime, fear of crime and ASB on Fen Road.

Safer City grants scheme 2018-19: Priorities / Criteria / Residual

Priorities

- ❑ Safeguarding people against violence and exploitation
- ❑ Identifying and responding to vulnerable locations
- ❑ Domestic abuse

Criteria

- ❑ The application is submitted by a group with a clear structure, and not an individual
- ❑ There is an identified need for the project, which is supported by evidence
- ❑ The project involves working in partnership with the community or other organisations
- ❑ The aims of the project are clearly defined
- ❑ The project is realistically costed
- ❑ The project represents value for money when comparing the amount of grant requested with the benefits described
- ❑ The project falls within one of the Cambridge Community Safety Partnership's priority areas
- ❑ The ways in which the project will be monitored and evaluated have been considered
- ❑ The grant required is no more than £5,000

Residual¹: £7,921.22

¹ On the basis that the bid(s) is/are accepted

Eleanor Dent

From: Richard Johnson
Sent: 26 July 2018 11:55
To: Tom Kingsley
Cc: Lewis Herbert; Lynda Kilkelly; Louise Walbank
Subject: Re: Safer City grant application: Fen Road CCTV

Dear Tom,

Thanks very much for this. I believe this will be an important step forward in assisting the police and other authorities in reassuring the public regarding the concerns expressed in recent months. I like to give my approval to the bid, and ask if it is fine to inform the East Chesterton councillors of this decision?

Best wishes,
Richard
Cllr Richard Johnson

Labour & Co-operative - Abbey Ward
Executive Councillor for Communities
Cambridge City Council

Tel: 07712 129529
Website: clrrichardjohnson.wordpress.com
Twitter: [@cllr_r_johnson](https://twitter.com/cllr_r_johnson)

Eleanor Dent

From: Tom Kingsley
Sent: 26 July 2018 12:10
To: Louise Walbank
Subject: RE: Safer City grant application: Fen Road CCTV

Importance: High

Lou

I haven't alerted Eddy of the fact that funding has been secured on the basis of what you said about ensuring the right column was replaced.

I have promised Cllr Johnson updates, so if you can keep me in the loop, I'll be grateful.

Regards

Tom

Eleanor Dent

From: Lynda Kilkelly
Sent: 26 July 2018 10:09
To: Tom Kingsley
Subject: RE: Safer City grant - draft email

Hi Tom,
Yes this is fine.
Lynda

From: Tom Kingsley
Sent: 26 July 2018 09:30
To: Lynda Kilkelly
Subject: Safer City grant - draft email

Lynda

Grateful if you would okay the attached email to go to Cllr Johnson. I didn't know how much background to give him about the Safer City grant scheme on the basis that this is – technically – an area project, which he could argue should be dealt with by area committee funding.

Regards

Tom

Tom Kingsley, Safer Communities Project Officer, Cambridge City Council

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My working days are Wednesday, Thursday and Friday

Eleanor Dent

From: Tom Kingsley
Sent: 26 July 2018 12:06
To: Richard Johnson
Subject: RE: Safer City grant application: Fen Road CCTV

Richard

Many thanks for approving this.

I will let the project managers know that funding is secured, so that they can proceed with getting the column replaced and the CCTV camera erected and activated. I believe that Cllr Bird is already aware of the application – via Louise Walbank here – but you may alert Cllrs McQueen and Thittala additionally by all means.

I will keep you advised of progress.

Regards

Tom

Eleanor Dent

From: Louise Walbank
Sent: 31 July 2018 10:37
To: Tom Kingsley
Subject: RE: Safer City grant application: Fen Road CCTV

Will do. Thanks Tom.

Lou

Louise Walbank, Anti-Social Behaviour Officer, Cambridge City Council



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Eleanor Dent

From: Louise Walbank
Sent: 31 July 2018 10:23
To: Tom Kingsley; Richard Johnson
Subject: RE: Safer City grant application: Fen Road CCTV

Dear Richard,

Thank you for your prompt response with regards to the Safer City grant. I met with one of the residents yesterday as I wanted to make sure that the lamppost Lynda and myself had identified to replace and install the camera was a suitable location.

I also spoke to Eddy Gardner, the CCTV manager yesterday to get an idea of timescales. He said that it depends on if Balfour Beatty who do the work have the lamppost in stock or not, and a purchase order needs to be raised. Eddy is actually off this week but I will send him the details for his return. Once the lamppost is in place, then it should hopefully be fairly quick to get the RCCTV camera installed – we will need to take one from another location, but Eddy has said that they could do this on one of the days when they're in Cambridge (they do Cambridge work on either Tuesdays or Thursdays).

[REDACTED]

Once installed, the camera will be installed for 3 months due to this being a temporary camera. Due to technical issues and costs, the RCCTV cameras are unfortunately not live streamed or constantly monitored in the CCTV control room, and if there are incidents, we need to know specific dates and times for these so that we can download it to view it.

I will be closely monitoring this.

If you have any further questions, please don't hesitate to ask.

Kind regards,

Louise

Louise Walbank, Anti-Social Behaviour Officer, Cambridge City Council

[REDACTED]

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From: Tom Kingsley
Sent: 26 July 2018 13:40
To: Richard Johnson
Cc: Louise Walbank
Subject: RE: Safer City grant application: Fen Road CCTV

Richard

I'm afraid I don't know the answers to your questions. I know that everyone involved has advanced matters to the stage that – once funding was approved – work can be done pretty quickly.

I have copied in Louise – who is currently on leave and back on Monday – and she will bring you up to speed with regards timescales as she has been working with local residents and others on this issue.

Regards

Tom

From: Richard Johnson
Sent: 26 July 2018 12:54
To: Tom Kingsley
Cc: Lewis Herbert; Lynda Kilkelly; Louise Walbank
Subject: Re: Safer City grant application: Fen Road CCTV

Tom, just a question: how long will it take for the camera to be installed once the light column is up, and how long is it intended to have the camera there? It needs to be up for more than a couple of weeks.

Thanks,
Richard
Cllr Richard Johnson

Labour & Co-operative - Abbey Ward
Executive Councillor for Communities
Cambridge City Council

Tel: 07712 129529
Website: cllrichardjohnson.wordpress.com
Twitter: [@cllr_r_johnson](https://twitter.com/cllr_r_johnson)

Eleanor Dent

From: [REDACTED]@balfourbeatty.com>
Sent: 01 August 2018 15:02
To: Tom Kingsley
Cc: Eddy Gardner; Louise Walbank
Subject: RE: Purchase Order PO002156

Good afternoon,

Thank you for the purchase order. I have now passed this job over to [REDACTED] who will programme in the works.

Kind regards

[REDACTED]

Technical Administrator/Third Party Coordinator/Payroll | Balfour Beatty | UKCS | Living Places

T: 0800 0850 257

6 Stanton Close, Finedon Road Industrial Estate, Wellingborough, Northants, NN8 4HN

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From: Tom Kingsley [REDACTED]
Sent: 01 August 2018 14:54
To: [REDACTED]
Cc: Eddy Gardner; Louise Walbank
Subject: FW: Purchase Order PO002156

[REDACTED]

PO in relation to Water Street lighting column replacement.

Regards

Tom Kingsley, Safer Communities Project Officer, Cambridge City Council

[REDACTED]
cambridge.gov.uk | facebook.com/camcitco | twitter.com/camcitco

My working days are Wednesday, Thursday and Friday

-----Original Message-----

From: fms@cambridge.gov.uk [<mailto:fms@cambridge.gov.uk>]
Sent: 01 August 2018 14:41
To: Tom Kingsley
Subject: Purchase Order PO002156

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Purchase Order

Order Number : PO002156

*To be quoted on ALL documents pertaining to this order.
Please note invoices without a valid purchase order will
be held in dispute*

To The Supplier

Balfour Beatty Living Places Ltd
Q14 Quorum Business Park
Benton Lane
Newcastle Upon Tyne
NE12 8BU

Date Issued : 01/08/2018

CCC Contact: Tom Kingsley £5K

Contact Email [REDACTED]

Contact Tel [REDACTED]

Supplier Number: 100105.00

Date Required: 08/08/2018

Deliver To

See address on delivery instructions

Invoice To

xxxxxxxxxx@xxxxxxxxxx.xxx.xx

CAMBRIDGE CITY COUNCIL

Accounts Payable

PO Box 1299

The Guildhall

Cambridge

CB1 0XQ

Tel: 01223 458120

*Please do not hasten submitted invoices until 30 days after
the invoice date. We will refuse to check any invoice that
has not passed its due date.*

Delivery Instructions

To replace column L11RMD on Water Street as per quote
Q2388-7400B dated 17 July 2018

Description	Reference Number	Quantity	Unit Price	UOM	Total Cost
Replacement of street lighting column L11RMD on Water Street as per quotation Q2388-7400B dated 17 July 2018		1	£1,732.32	EACH	£1,732.32

A copy of our standard terms and conditions which are the
Council's basis for accepting your offer can be found at;
<https://www.cambridge.gov.uk/standard-procurement-terms-and-conditions>

Total	£1,732.32
This Order has been raised in UK Sterling	

Eleanor Dent

From: Louise Walbank
Sent: 01 August 2018 09:20
To: Tom Kingsley
Cc: Louise Walbank
Subject: Lamppost on water lane (which leads onto Fen Rd)
Attachments: IMAG0095.jpg

Sent from my HTC

11RM D

Eleanor Dent

From: Tom Kingsley
Sent: 01 August 2018 14:41
To: Louise Walbank; 'Gardner, Eddy (CCTV)'
Subject: Purchase Order to Balfour Beatty

Lou/Eddy

Just to let you know that PO 002156 dated 1 August 2018 has just been sent to Balfour Beatty.

This is in connection with Q2388-7400B (as amended) dated 17 July 2018 to replace column L11RMD on Water Street.

Regards

Tom

Tom Kingsley, Safer Communities Project Officer, Cambridge City Council


cambridge.gov.uk | facebook.com/camcitco | twitter.com/camcitco

My working days are Wednesday, Thursday and Friday

Eleanor Dent

From: Tom Kingsley
Sent: 01 August 2018 14:54
To: [REDACTED]@balfourbeatty.com'
Cc: 'Gardner, Eddy (CCTV)'; Louise Walbank
Subject: FW: Purchase Order PO002156
Attachments: Of1_PUPRT01_CCC_cia_(2365_1_P_1).pdf

[REDACTED]

PO in relation to Water Street lighting column replacement.

Regards

Tom Kingsley, Safer Communities Project Officer, Cambridge City Council [REDACTED]
[REDACTED] | facebook.com/camcitco | twitter.com/camcitco

My working days are Wednesday, Thursday and Friday

-----Original Message-----

From: fms@cambridge.gov.uk [<mailto:fms@cambridge.gov.uk>]

Sent: 01 August 2018 14:41

To: Tom Kingsley

Subject: Purchase Order PO002156

Printing 'Purchase Order PO002156' (Of1_PUPRT01_CCC_cia_(2365_1_P_1).pdf), copy
Of1_PUPRT01_CCC_cia_(2365_1_P_1).pdf of 1

Purchase Order

Order Number : PO002156

*To be quoted on ALL documents pertaining to this order.
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To The Supplier

Balfour Beatty Living Places Ltd
Q14 Quorum Business Park
Benton Lane
Newcastle Upon Tyne
NE12 8BU

Date Issued : 01/08/2018

CCC Contact: Tom Kingsley £5K

Contact Email

Contact Tel

Supplier Number: 100105.00

Date Required: 08/08/2018

Deliver To

See address on delivery instructions

Invoice To

xxxxxxxxxx@xxxxxxxxxx.xxx.xx

CAMBRIDGE CITY COUNCIL

Accounts Payable

PO Box 1299

The Guildhall

Cambridge

CB1 0XQ

Tel: 01223 458120

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Replacement of street lighting column L11RMD on Water Street as per quotation Q2388-7400B dated 17 July 2018		1	£1,732.32	EACH	£1,732.32

A copy of our standard terms and conditions which are the
Council's basis for accepting your offer can be found at;
<https://www.cambridge.gov.uk/standard-procurement-terms-and-conditions>

Total	£1,732.32
This Order has been raised in UK Sterling	

Eleanor Dent

From: [REDACTED]abb@balfourbeatty.com>
Sent: 24 August 2018 10:40
To: Lynda Kilkelly; Tom Kingsley
Cc: Eddy Gardner; Louise Walbank; [REDACTED]
Subject: RE: Purchase Order PO002156

Good Morning All,

As this job was requested to be done as a 1-4-1 we are waiting on the date from our sub-contractor so we can programme the works in. We are also waiting on stock coming in for this job and have been given a 5 week lead time for the items to arrive.

Kind regards

[REDACTED]

3rd Party Operations Supervisor | Balfour Beatty | UKCS | Living Places

[REDACTED]

Buckingway Business Park | Unit 4 Rowles Way | Swavesey | CB24 4UG
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From: [REDACTED]
Sent: 24 August 2018 10:29
To: [REDACTED]
Cc: Lynda Kilkelly; Tom Kingsley; Eddy Gardner; Louise Walbank
Subject: RE: Purchase Order PO002156

[REDACTED]

Please see the email below & can you advise?

Thanks

[REDACTED]

From: Tom Kingsley [REDACTED]
Sent: 24 August 2018 10:27
To: [REDACTED]; Eddy Gardner; Louise Walbank
Cc: Lynda Kilkelly
Subject: RE: Purchase Order PO002156
Importance: High

[REDACTED]/Eddy/Lou

[REDACTED] – sorry for coming back to you, but I don't have a contact email for [REDACTED].)

One of the local Councillors is asking for a progress update as there were reports of ASB last weekend; is there a date for installation?

Can you let Lynda – by replying all – know as I won't be in the office until next Thursday.

Thanks

Tom

From: [REDACTED]@balfourbeatty.com]
Sent: 01 August 2018 15:02
To: Tom Kingsley
Cc: Eddy Gardner; Louise Walbank
Subject: RE: Purchase Order PO002156

Good afternoon,

Thank you for the purchase order. I have now passed this job over to [REDACTED] who will programme in the works.

Kind regards

[REDACTED]
Technical Administrator/Third Party Coordinator/Payroll | Balfour Beatty | UKCS | Living Places

T: 0800 0850 257

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From: Tom Kingsley [REDACTED]
Sent: 01 August 2018 14:54
To: [REDACTED]
Cc: Eddy Gardner; Louise Walbank
Subject: FW: Purchase Order PO002156

[REDACTED]
PO in relation to Water Street lighting column replacement.

Regards

Tom Kingsley, Safer Communities Project Officer, Cambridge City Council

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-----Original Message-----

From: fms@cambridge.gov.uk [<mailto:fms@cambridge.gov.uk>]

Sent: 01 August 2018 14:41

To: Tom Kingsley

Subject: Purchase Order PO002156

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Eleanor Dent

From: Gardner, Eddy (CCTV) [REDACTED]
Sent: 03 September 2018 09:57
To: [REDACTED]; Lynda Kilkelly; Tom Kingsley
Cc: Louise Walbank [REDACTED]
Subject: RE: Purchase Order PO002156

Importance: High

[REDACTED] hi

Thanks for the update below, when is the five weeks lead time to expire and you expected or approximate delivery of the new LC and that will help provide information to councillors at a coming meeting?

Regards

Eddy

[REDACTED]
Eddy (Alan) Gardner Dip SS Dip SM
Shared Services CCTV Manager
Huntingdonshire District and Cambridge City Council's

Part time (Monday to Thursday)

C/O
Shared Service Monitoring Centre
East Field House
Latham Rd
Huntingdon
Huntingdonshire
PE29 6YG
[REDACTED]