

**OFFICE OF THE POLICE AND CRIME COMMISSIONER
FOR HUMBERSIDE
DECISION RECORD**

Decision Record Number: **51/2022**

Title: **INDEPENDENT CUSTODY VISITOR APP**

Executive Summary:

Ensure arrangements are in place for Independent Custody Visitors (ICVs) to arrange, manage and record feedback following visits, whilst helping to ensure that people in custody, many of whom may be vulnerable, receive the correct level of service. There is also a requirement to meet the Platinum Standard from the Independent Custody Visitor Association (ICVA). The development of an App will help to ensure the best service possible for both people in custody and ICVs.

Decision:

To ensure progress towards Platinum Standard by the ICVA and a suitable interface for the ICV Manager and Independent Custody Visitors (ICVs) to manage the visiting process, it is recommended that:

The Independent Custody Visitor App agreement between Formation Media and the Office of the Police and Crime Commissioner (OPCC) for Humberside be signed for a one-off cost of £1,900. This includes purchase of the App, set-up and configuration, initial training, and safe storage. Ongoing licence costs (including hosting, maintenance and support) will be £140 per month for two custody suites, to continue until the OPCC ceases to use the service.

Background Report: [Open](#)

Police and Crime Commissioner for Humberside

I confirm I have considered whether or not I have any personal or prejudicial interest in this matter and take the proposed decision in compliance with my code of conduct. Any such interests are recorded below.
The above decision has my approval.

Signature



Date 07/03/2023

**POLICE AND CRIME COMMISSIONER
FOR HUMBERSIDE**

SUBMISSION FOR: DECISION

OPEN

Title: INDEPENDENT CUSTODY VISITOR APP

Date: 1 MARCH 2023

1. Executive Summary

Ensure arrangements are in place for Independent Custody Visitors (ICVs) to arrange, manage and record feedback following visits, whilst helping to ensure that people in custody, many of whom may be vulnerable, receive the correct level of service. There is also a requirement to meet the Platinum Standard from the Independent Custody Visitor Association (ICVA). The development of an App will help to ensure the best service possible for both people in custody and ICVs.

2. Recommendation

To ensure progress towards Platinum Standard by the ICVA and a suitable interface for the ICV Manager and Independent Custody Visitors (ICVs) to manage the visiting process, it is recommended that:

The Independent Custody Visitor App agreement between Formation Media and the Office of the Police and Crime Commissioner (OPCC) for Humberside be signed for a one-off cost of £1,900. This includes purchase of the App, set-up and configuration, initial training, and safe storage. Ongoing licence costs (including hosting, maintenance and support) will be £140 per month for two custody suites, to continue until the OPCC ceases to use the service.

3. Background

The ICV Scheme was revitalised during 2021-22 and further volunteers were recruited from a more diverse background and age group, to ensure the scheme was more representative of the community. We now have around 20 volunteers undertaking this role and are actively seeking new volunteers. The scheme also developed its own recruitment video to give an insight into the day in the life of a custody visitor.

At the same time as these changes, the OPCC develop a tablet-based process utilising Alchemer Survey. The ICVs have been inputting to the system for the last year and at the quarterly ICV Meeting, members expressed issues with the current process, including the quality of the tablets and the time taken to complete the electronic forms. This had impacted on the quality of the information and difference in completion rates.

It was agreed at the last ICV Meeting on 23/08/22 to consider different options and a working group was developed. The working group have considered the processes in several other OPCC ICV schemes across the country, including a visit to the Leicestershire OPCC ICV scheme in November 2022.

Only one system has been identified, namely the web-based Independent Custody Visitor App provided by Formation Media, that streamlines administrative processes for ICVs. The company examined the existing processes of an ICV scheme and created an App that overhauls existing paper-reliant systems by making it digital. The App makes the work of the ICVs faster, safer, standardised, and more environmentally friendly. The App works across a web-based system and has so far been adopted by Warwickshire, Cumbria, West Mercia, Avon & Somerset, and Leicestershire.

The system was considered by our OPCC Scheme Manager, along with a volunteer ICV member. They believe that the App will meet the requirements of the members, in terms of timeliness and usability, as well as the statutory requirements of the scheme.

The App is a web-based application that records data from ICV visits and allows reports to be compiled in support of administration. It includes:

- Creating visit reports and data submissions
- Rota management
- Calendars
- ICV profiles
- Access and database encryption
- Resources library
- User scheme management
- Reporting structures
- Service Level Agreement support
- Multiple custody suite locations, i.e. two custody suites (Birchin Way/Clough Road)
- Restricted IP addresses for additional (temporary) custody suites (e.g. Priory Road)

The costs are as follows:

One-off set-up, configuration and initial training: £1,900 – this includes £950 to set-up and configure (including secure storage facilities) and initial training day for the ICV Scheme Manager which is recorded for use by the ICV volunteers.

Monthly on-going costs: £1,680 per annum paid quarterly – for two custody suites at £70 per month per suite, covering continual improvement and free-of-charge updates. These on-going monthly costs would continue until the OPCC ceases to use the service.

The cost of tablets to use the App are not included. The intention is to utilise the two existing tablets if they are deemed suitable.

4. Options

OPTION 1:

Implement Independent Custody Visitor App between Formation Media and the Office of the Police and Crime Commissioner for Humberside.

OPTION 2:

Continue with the current approach: the current tablets and Alchemer Survey is proving difficult to use by many volunteers and is extremely time-consuming, adding a few hours work to some visits. Volunteers give up their free time to assist us with our scrutiny role, and we need to provide the tools to make their roles reasonable. Arguably the current approach is not suitable for the volunteers to use, which is impacting on time, data quality and reporting.

OPTION 3:

Develop an alternative in-house or collaborative approach: this would require investment in research, time and resources to develop a suitable process, along with training requirements. We could utilise expertise from, for example, a local university or via the Force Digital Innovation approach. Arguably this approach would take significant time, at a point when the current process is not working sufficiently and the need also to ensure we meet the ICVA Platinum requirements.

5. Financial Implications

The costs are as follows:

One-off set-up, configuration and initial training: £1,900 – this includes £950 to set-up and configure (including the tablets and secure storage facilities) and initial training day for the ICV Scheme Manager which is recorded for use by the ICV volunteers.

Monthly on-going costs: £1,680 per annum paid quarterly – this is for two custody suites at £70 per month for each suite and covers continual improvement and free of charge updates.

6. Legal Implications

Section 51 of the Police Reform Act 2002 (as amended) requires Police and Crime Commissioners in England and Wales to make arrangements for detainees to be visited by ICVs. Such arrangements may make provision for access to detainees by ICVs, examination of records, inspection of detention facilities and provision of a Code of Practice. 6. In addition, Section 117 of the Coroners and Justice Act 2009 introduces two changes to legislation which are intended to strengthen the independent monitoring of the detention and treatment of suspected terrorist detainees.

The OPCC Data Protection Officer has been consulted and confirms that the App would involve some processing of personal data, namely:

- User login details
- Names of sergeants

However, it will not include policing personal data, consequently the Data Protection Officer believes it unlikely that a full Data Protection Impact Assessment is required.

To cover scenarios where the above personal data may be stored outside of OPCC devices by the provider, a Data Processing Agreement is in place (attached at Appendix 2) that will require signing by both parties.

The Data Protection Officer has confirmed the agreement complies with the requirements of the current legal framework in relation to data processing and the UK General Data Protection Regulation (GDPR), tailored by the Data Protection Act 2018 and other relevant UK laws.

7. Driver for Change/Contribution to Delivery of the Police and Crime Plan

The driver is to ensure that adequate tools are in place for Independent Custody Visitors (ICVs) to arrange, manage and record feedback following visits, whilst helping to ensure that people in custody, many of whom may be vulnerable, receive the correct level of service. There is also a requirement to meet the Platinum Standard from the Independent Custody Visitor Association (ICVA). The development of an App will help to ensure the best service possible for both people in custody and ICVs.

8. Equalities Implications

There are no equalities implications identified at this time.

9. Consultation

The working group considered the processes in several other OPCC ICV schemes across the country, including a visit to the Leicestershire OPCC ICV scheme in November 2022. The proposed Independent Custody Visitor App has so far been adopted by Warwickshire, Cumbria, West Mercia, Avon & Somerset, and Leicestershire.

10. Media information

The OPCC publishes details of the ICV Scheme in its Annual Report. As part of the ICVA Platinum Standard, the OPCC will be publishing an individual Annual Report in future.

11. Background documents

Quotation from Formation Media attached.

12. Publication

Closed.

This matrix provides a simple check list for the things you need to have considered within your report. If there are no implications, please state:

I have informed and sought advice from HR, Legal, Finance, OPCC officer(s) etc. prior to submitting this report for official comments	Yes (no requirement for HR and Legal).
Is this report proposing an amendment to the budget?	Yes, one-off costs and ongoing maintenance.
Value for money considerations have been accounted for within the report	Yes
The report is approved by the relevant Chief Officer	Yes – Chief Executive
I have included any procurement/commercial issues/implications within the report	Yes – single tender
I have liaised with Corporate Communications on any communications issues	n/a – at this point
I have completed an Equalities Impact Assessment and the outcomes are included within the report	n/a
I have included any equalities, diversity and or human rights implications within the report	Yes
Any Health and Safety implications are included within the report	n/a
I have included information about how this report contributes to the delivery of the Commissioner's Police and Crime Plan	Yes

Quotation

ICV app & Licencing



The Police & Crime Commissioner for Humberside
 The Lawns
 Harland Way
 Cottingham
 Yorkshire
 HU16 5SN
 United Kingdom

No. 899
 Updated 30 Nov 2022

Dear Mia Jones,
 Please find your quotation to include:

One Off Costs

Independent Custody App

One-off costs:

ICV App.

Independent Custody Visitors: Digital Application: Humberside

A web-based application that records data from ICV visits and allows reports to be compiled in support of administration.

- > Create visit reports and data submissions.
- > Rota management
- > Calendars
- > ICV profiles
- > Secure (Access & Database encryption)
- > Resources Library
- > User scheme management
- > Reporting structures
- > Support as SLA
- > Multiple locations/suites will require a monthly license per suite*.
- > Restricted IP addresses to additional custody suites
- > Training manual supplied.

One-off Cost to set up and configure £950.00

OPCC - ICV Training Day - via Teams ICV App Training - 1 day (typically 6 hours)

Delivered to the ICV Main administrator one-to-one via Teams - This training session would be screen recorded and sent via a link afterwards, to be used as a training aid for other volunteers.

Cost £950.00

Additional training days can be added, if necessary £TBC, or on-site if necessary £TBC

Total One-Off Cost £1,900.00

Monthly Costs*: OPCC - ICV Custody Suite Licence

Should a custody suite close the monthly license fee for the suite will no longer be payable (whole months only).

Additional custody suites would be charged at the same applicable rate. The license fee is inclusive to hosting, maintenance and support, as detailed. The monthly applicable fee is to be paid quarterly on standing order, the charge is only to functioning suites, so would cease if closure occurs, and again increase if any additional suites are opened. On-going Monthly cost £90.00 per suite.

1 x suite = £90.00 per month

2 + suites = £70.00 each per month

Continual Improvement:

The App undergoes continual improvement, if a custody suite from a different region requests and pays for additional functionality, this is pushed to all current app users as an update free of charge.

Note: the cost indicated on this Quotation is for ICV App set up / 1 day - one-to-one training / 1 custody suite licence x 1 quarter (paid in advance), then if one custody suite is active ongoing quarterly cost would be £270.00, if two custody suites were active ongoing quarterly cost would be £420.00 etc.

	Cost	£2,170.00
<hr/>		
Total One Off Cost		£2,170.00

VAT will be charged at the applicable rate. Prices quoted are valid for 30 days from the date of this quotation.

I trust our quotation meets with your approval and look forward to receiving your response in due course.

Kind regards

David Dunlop
Formation Media
30 Nov 2022

Formation Media Limited – General Terms & Conditions of Business

1. INTERNET & GRAPHIC DESIGN DEFINITION OF TERMS

Formation - Formation Media Limited.
The Client - The entity which enters into a contract with Formation.
Service Provider - The entity which provides Formation with means to provide services. Example include: Electrician, Plumber, Web Designer.

2. DOWNTIME

The software with which website can be viewed. Example include Google Chrome, Mozilla Firefox and Microsoft Edge

3. COMPLETION OF WORK AND PAYMENT

4.1 Completion of Work
Formation warrants completing the Work in accordance with the General Terms and Conditions to the specifications previously agreed with the Client. Formation will not charge more than the amount previously agreed unless the Client has varied the specifications of the Work since the agreement. Formation will not undertake charge to the specifications of the Work which would increase the cost, without prior written authorisation from the Client. Where the Client varies the specifications of the Work since the agreement, Formation reserves the right to increase the cost accordingly. Formation reserves the right to terminate the contract and invoice the Client for any part of the Work already completed. Where the Work is complete according to the original specifications, Formation will deem the contract complete and will invoice the Client in full.

4.2 Supply of Materials

The Client is to supply all materials and information required for Formation to complete the Work in accordance with the agreed specification. Such materials may include, but are not limited to, photographs, written copy, logos and other printed materials. Where the Client fails to supply such materials leads to a delay in completion of the work, Formation has the right to extend periodically agreed dead line for the completion of the Work. Such deadline extensions may take into account further unforeseen and/or predicted delays, and/or commitments to other projects such that the deadline extension added by Formation may exceed the delay caused by the Client. Where the Client fails to supply materials as previously agreed in the Work for more than 14 days, Formation reserves the right to invoice the Client for any part or parts of the Work already completed in accordance with Clause 4.5 Payment.

5. FEES

5.1 Fee Payable

A non-refundable deposit of 40% of the total Order is due immediately upon receipt of final Purchase Order/Confirmation of Order. The remaining 60% shall become due when the work is completed to the reasonable satisfaction of the Client but subject to the terms of Clause 4.3 Approval of Work and Clause 4.4 Rejected Work below. Formation reserves the right not to begin the Work until the said deposits have been paid in full.

5.2 Maintenance Fee

Website maintenance, if included in the Work, shall be on a monthly basis, with a minimum of £40.00 payable in any month where updates necessary. Fees will be assessed on a hourly basis. No fee will be applied in a month where no updates are necessary.

5.3 Payment Schedule

Unless an alternative payment schedule has been agreed to in the foregoing contract, the payment schedule shall read in Clause 2.1 Fee Payable applies.

6. DISCLAIMERS

6.1 Third Parties

Formation can take no responsibility for services provided by third parties through user devices, including the Host or the Client's Website, although Formation will endeavour to ensure that Website downtime is kept to a minimum. See 3.6 for more on downtime.

6.2 Maintenance and Correction of Errors

Formation takes no responsibility for the functionality or maintenance (unless a maintenance contract is in place) of the Website after the Work has been completed. Once both technical and geographical accessibility to Formation will be corrected free of charge, but Formation reserves the right to charge a reasonable fee for correction of errors for which Formation is not responsible, including but not limited to malicious modification of the Website by a third party and geographical errors contained in materials provided to Formation by the Client.

6.3 Dated of Work

Installation on the Internet is limited to the upgrading of all necessary files to the Host, and linking of functionality.

6.4 Contingent Loss

Website hosted by Formation will be backed up every 24 hours. Under no circumstances will Formation be responsible or liable for financial or other loss or damage caused by fire, loss or misuse of its software. Any website not hosted and/or managed under a Formation maintenance agreement is the responsibility of the Client. In this instance the Client should ensure that data is backed up regularly and that a contingency plan is in place to minimise possible loss as a result of hardware or software failure.

6.5 Status and Duration of Offers

Propositions that are available for a period of time from the date issued. Formation is not bound to honour offers that have expired. Offers are not legally binding until an acceptable timetable for the work has been agreed by both parties. This timetable shall be agreed within the normal time for the offer or at an acceptable timetable and be accepted by both parties within one month of the offer being made, the offer is deemed to have expired.

6.6 Search Engine Listings

Formation will undertake reasonable measures to ensure that the Website is listed in Search Engine results, but this does not constitute a guarantee that the site will appear for any given position or rank for any given search term within a Search Engine's results, that currently unlisted site will appear in the Search Engine's results, or that a currently listed Website will remain listed within the Search Engine's results. The Client accepts that it is Search Engine and not Formation who determine from the Search Engine results and whom they will list. The Client further understands that it is not guaranteed placement or position in Search Engine results and it is possible that a new website may never appear within Search Engine results at all. Formation does not control Search Engine's algorithms and the Client accepts that changes in Search Engine ranking and algorithms may occur daily, weekly or even hourly.

6.7 Formation Search Engine Optimisation Packages

Formation does not guarantee page one, google rankings on Formation selected list, SEO packages, priced competition achieving campaign goal, regardless of effort. Formation does not guarantee any position, without an agreement being in place.

3.0 Severance clause is strictly defined as cases where one or multiple services are unavailable for multiple clients at a time, outside of scheduled maintenance and where services are unavailable due to service providers. Where possible Formation will alert affected clients of any scheduled maintenance due to be performed on Formation's services or service providers or their equipment or delivery media. Client coverage by hourly maintenance contract will be issued a pro-rata credit to accounts that are affected by Server Downtime where services are unavailable for prolonged period of time.

4.1 Completion of Work

Formation warrants completing the Work in accordance with the General Terms and Conditions to the specifications previously agreed with the Client. Formation will not charge more than the amount previously agreed unless the Client has varied the specifications of the Work since the agreement. Formation will not undertake charge to the specifications of the Work which would increase the cost, without prior written authorisation from the Client. Where the Client varies the specifications of the Work since the agreement, Formation reserves the right to increase the cost accordingly. Formation reserves the right to terminate the contract and invoice the Client for any part of the Work already completed. Where the Work is complete according to the original specifications, Formation will deem the contract complete and will invoice the Client in full.

4.2 Supply of Materials

The Client is to supply all materials and information required for Formation to complete the Work in accordance with the agreed specification. Such materials may include, but are not limited to, photographs, written copy, logos and other printed materials. Where the Client fails to supply such materials leads to a delay in completion of the work, Formation has the right to extend periodically agreed dead line for the completion of the Work. Such deadline extensions may take into account further unforeseen and/or predicted delays, and/or commitments to other projects such that the deadline extension added by Formation may exceed the delay caused by the Client. Where the Client fails to supply materials as previously agreed in the Work for more than 14 days, Formation reserves the right to invoice the Client for any part or parts of the Work already completed in accordance with Clause 4.5 Payment.

4.3 Approval of Work

On completion of the Work, the Client will be notified (website development work, a live testing link will be sent) and have the opportunity to review. The Client should notify Formation, in writing, of any unsatisfactory points within 7 days of receipt of such notification. Any of the Work which has not been notified in writing to Formation as unsatisfactory within the 7 day review period will be deemed to have been approved including website development work. Once approved, or deemed approved, work cannot subsequently be rejected. Post the review period the client will have 28 days to supply any additional imagery and content and the contract will be deemed complete and the remaining payment under Clause 2.3 Payment Schedule will become due. The Contract will remain in effect until all obligations have been completed in terms of the Clause.

4.4 Rejected Work

If the Client rejects the Work within the 7 day review period and will not accept subsequent Work performed by Formation to remedy any points reported by the Client as unsatisfactory, or Formation considers that the Client is unreasonable in the repeated rejection of the Work, the contract will be deemed to have expired and Formation can take any legal measures to recover both payment for the completed Work and reasonable expenses incurred in recovering payment.

4.5 Payment

Formation will invoice the Client for the balance payment in accordance with Clause 2.3 Payment Schedule heretofore, which, in the absence of any written agreement to the contrary, becomes due for payment upon receipt of the invoice for completed goods/services. Formation reserves the right to charge interest on an overdue account at a rate of 1.5% per annum over the base rate from time to time of Barclays Bank plc (including one daily base and compounded monthly) from the date of invoice until the date of actual payment whether before or after judgement but without prejudice to Formation's other rights or remedies under these terms and conditions otherwise.

4.6 Remedies for Overdue Payment

If payment has not been received by the due date, Formation has the right to suspend ongoing work for Client, until such time that full payment of the outstanding balance has been received. If full payment has still not been received 25 days after the due date, Formation has the right to replace, modify or remove a Website and revoke the Client's license if the Work until full payment has been received. By revoking the Client's license if the Work or removing a website from the Internet, Formation does not intend to remove the Client's obligation to pay any outstanding monies owing.

INTELLECTUAL PROPERTY

4.7 Offers and Proposals

Offers and proposals made by Formation to potential clients shall be treated as trade secrets and remain the property of Formation. Such offers and proposals or the information contained within them must not be passed to third parties or publicly disseminated without prior written authorisation from Formation. This includes, but is not limited to, technical features, functionality aspects of the design and pricing information.

5.2 Warranty by Client as to Ownership of Intellectual Property Rights

The Client will obtain all the necessary permissions and authorisation in respect of the use of all copy, graphic images, registered company logos, names and trademarks or any other material it supplies to Formation for inclusion on print or website. The conduct of a search by Formation and the Client shall be regarded as a guarantee by the Client and Formation that all such permissions and authorisation have been obtained and that the inclusion of such material on the Website would not constitute a criminal offence under copyright law. By agreeing to these terms and conditions, the Client releases the legal responsibility of Formation and indemnifies the same from any claims or legal actions however related to the content of a Client's print or website.

5.3 Domain Name and Hosting

Any Domain Name obtained will belong to the Client. The Client agrees to indemnify Formation, including any incidental costs, against any detrimental claim or domain name applied for, obtained, used or the Intellectual property rights of a third party. The Client warrants that the domain name is not a trademark of any

company, once Formation has received full payment of all outstanding invoices and the Work has been approved by the Client in accordance with Clause 4.3 heretofore, the Client will be notified in writing that ownership of the Work has been transferred. In this case, Clause 5.7 and Clause 5.8 do not apply.

5.5 Software development and licensing

Any software code written and developed by Formation shall remain the property of Formation. Formation grants the client access license to use any software generated on their computers or website. By granting a license to the client, Formation permits sole use of the software. It is forbidden for the client to distribute to third parties, reuse, engineer, re-decompile, create derivative works, and the exploitation or unauthorized transfer of any Formation intellectual property and trade secrets, to include any approved methods or source code where provided, no licensed right clause shall exist, and any product created as a result shall be judged legal by definition of local applicable law. Any sale or resale of intellectual property or created derivatives as obtained will be prohibited to the United and/or any United Kingdom and international law. Changing this, any bespoke software code written and developed by Formation as a module of plug-in, may not be transferred to the property of the client. However, plug-in's code, which is licensed for the module to function, remains the property of Formation and will be subject to a license agreement for the module developed.

5.6 Trade Secrets

Any code that is not freely accessible to third parties and not in the public domain, and to which Formation or their suppliers own the copyright, may not be copied, published, distributed or passed to any third party in any form without prior written consent from Formation. Unless previously agreed otherwise in writing, no modifications may be made by the Client or any third party to code to which Formation or their suppliers own the copyright. Formation acknowledges the intellectual property rights of the Client. Information passed in writing to Formation, and that the Client has indicated as confidential or a trade secret, will not be published or made available in any other way to third party without the prior written consent of the Client.

5.7 Third Party Development

The Client agrees that reuse or distribution of the completed file is forbidden unless prior written agreement is made between the Client and the Formation.

5.8 Credits

The Client agrees that Formation may include development credit(s) and/or links displayed on the Client's web page, unless this is otherwise defined in the briefing Specification of Work. These development credit(s) and/or link(s) may not be removed or modified, by the Client or by a Third Party authorized by the Client, without written authorisation from Formation.

6. RIGHTS AND RESPONSIBILITIES

6.1 Right to Terminate

Formation reserves the right to refuse or break a contract without prior notice, if it is believed that the Client is acting illegally, or any applied material is illegal.

6.2 Events Beyond the Control of Formation

Formation will not be liable for breach of contract where that breach was due to software, hardware or electrical failure, natural events such as fire or other events beyond the control of Formation.

6.3 Supply and Pricing of Services

Formation reserves the right to use whatever fees appropriate at the time for by the hardware and services, without affecting existing contractual and pricing agreements. Formation reserves the right to alter prices as necessary and without prior notice. Such changes will not affect existing contractual and pricing agreements.

6.4 Privacy Policy

Formation and any third party associate shall use information provided by the Client in relation to this agreement in accordance with the Data Protection Act 1998 and also refer to the Client's privacy information on their website.

6.5 Non-disclosure

Formation and any third party associate agree that, except if directed by the Client, it will not at any time during or after the term of the agreement disclose any confidential information. Likewise, the Client agrees that it will not convey any confidential information about Formation to another party. Both parties agree to define in writing prior to disclosure which information should be considered confidential and subject to this clause.

6.6 Indemnification

Client agrees to use all and any of Formation's services and shall defend their own and agree to defend, indemnify, and hold Formation harmless from any and all demands, suits, claims, costs, losses and claims, including but not limited to, attorney's fees against Formation or it's associates that may arise directly or indirectly from any service provided or agreed to be provided or any product or service sold by the Client or third parties, including but not limited to, infringement of copyright, infringement of proprietary rights, misrepresentation, delivery of defamatory products or services which is harmful to any person, business, company or organization.

7.1 AITWORK A GRAPHIC DESIGN

7.1 Pre-proofing
It is the Client's responsibility to ensure the artwork thoroughly when presented as a proof, this includes spelling, grammar and layout. Artwork corrections and amendments must be clearly indicated on the proof supplied and if necessary a further proof(s) will be submitted until approval to proceed is gained. Formation can not be held responsible for any charge, alterations or omissions made on proof supplied.

7.2 Artwork approval

All artwork must be signed off when approved either on hard copy supplied and returned to Formation or via email. Formation company policy states that verbal approval of artwork is not accepted and that artwork will not be proceeded with until written confirmation is received.

ignore other trade leads prepared or developed by Formation shall be the absolute property of Formation until full payment is received. Once we have received full payment, all final published artwork becomes the ownership of the client excluding links and other elements that may have been sourced from a third party including a stock photography. Formation reserves the right to use these designs for promotional material and for samples for new work. Development stages remain the property of Formation until the completion of the project. Client only has copyright to the final published artwork. Formation will never knowingly copy another designer or company artwork.

8. INTERPRETATION

8.1 Jurisdiction
This Agreement shall be governed by the law of the United Kingdom and will be subject to the jurisdiction of any legal action or claim arising from the contract between Formation and the Client. The said contract is void where prohibited by law.

8.2 Survival of Contract

Where one or more terms of the said contract are held to be void or unenforceable for whatever reason any other terms of the contract shall remain valid and enforceable as stated.

8.3 Change of Terms and Conditions

These terms and conditions may change from time to time. Where a contract exists, the Client will be informed of alterations as and when they are issued.

8.4 Termination of Contract

Formation reserves the right to terminate a project with a Client at any time without prior notice if in its opinion the Client in breach of these Terms and Conditions. Formation shall be the sole and final arbiter in deciding what constitutes a breach. No refunds are given in such a situation.

LIABILITY AND WARRANTY DISCLAIMER

Formation does not warrant what it sends to the clients based on the use of its tools and makes no warranty with regard to the print and website and their contents, or files or services offered for a particular purpose. Formation cannot guarantee the functionality or operation of a website or that it will be uninterrupted online, nor does it warrant that the contents are current, accurate or complete.

Formation endeavours to provide print and website within given delivery time scales to the best of its ability. However, the Client agrees that Formation is not liable for any claims, losses, costs incurred or compensation due to any failure to carry out services within a given delivery time scale. Formation is not liable for any failure to carry out services within a given delivery time scale in accordance with Clause 4.2 Supply of Materials.

The Client agrees Formation is not liable for absence of service as a result of third party issues. Formation reserves the right to suspend service to a third party associate should these be the needs to.

The Client agrees Formation is not liable for any failure to carry out services for reasons beyond the control including but not limited to acts of God, telecommunications problems, software failure, hardware failure, third party interference, Government emergency major strike or any social disturbance or war like nature such as industrial strike, riot, terrorism and war or any act or omission that is third party nature.

Formation is not liable for any consequential or financial losses such as, but not limited to, loss of business, profit, revenue, contract, data, operational savings, relating to services provided. Should Client pass the company's indemnity obligation or cannot pay its debts in the normal course of business, Formation reserves the right to cancel or freeze any projects and invoice Client for any work completed.

Website

On handover of files from Formation to Client, the Client shall assume entire responsibility in ensuring that all files are functioning correctly before use.

Whilst every effort is made to make sure files are error free, Formation cannot guarantee that the display or functionality of the Work will be uninterrupted or error free. Formation will endeavour to make sure that display and functionality of the Work is error free in the Main Browsers below however the completed Work, if after handover of files errors are found in code the Formation has created using the Main Browsers, domain name setup and hosting setup use the same as when work began, then Formation will correct these errors for the Client free of charge.

If after handover of files errors are found in code the Formation has created, when an updated software version of one or of the Main Browsers exists, or the domain name setup or hosting setup has been changed, Formation reserves the right to update separately for any additional work needed as a result of changes to the browser software, domain name setup or hosting setup.

Formation shall have no liability to the Client or any third parties for any damage, including but not limited to, claims, losses, lost profits, lost savings, or other indirect, consequential, or special damages arising out of the operation or inability to operate these web page or website, even if Formation has been advised of the possibility of such damage.

These are general laws and terms which affect the Internet. Client agrees that it is their responsibility to comply with such laws and will hold harmless, protect, defend Formation and its subcontractors from any claim, suit, penalty, loss, or infringement from the Client's exercise of Internet e-commerce. Formation may from time to time recommend to the Client that updates are needed to their website to comply with, including but not limited to, new legislations, software releases and web standards. Formation reserves the right to quote for any update as separate work. Client agrees Formation is not liable for any failure to inform or implement these updates for their site. Client agrees that it shall defend, indemnify, save and hold Formation harmless from any and all demands, liabilities, costs, losses and claims arising from, out of or in from or implement these updates.

The acceptance of a quotation and/or written approval to proceed with work will deem the Client to be bound by these standard terms & conditions and will be contract which can be





Data Processing Agreement

(yellow sections to be completed by Formation Media following signing of Decision Record 51/2023)

Overview

Customer	Police and Crime Commissioner for Humberside
Affected Service	Software Application Name/Website URL
Supplier	PCS Digital (Trading name of Formation Media Limited) Unit 2 St. George's House Cape Road Warwick Warwickshire CV34 5DJ
Parties	<i>Customer and Supplier</i>
Effective Date	dd/mm/yyyy of sending this document
Review Date	dd/mm/yyyy of effective date plus 1 year
Account Manager	Account Manager Name
Document Version	1.1.0
Document Author	Jason Millis
Version Date	17/01/2023

Approval

By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.

Role	Signed	Date
Supplier	Account Manager Name Account Manager Job Title	Date of Sending
Customer	Rachel Cook Chief Executive	Date of Signing

Background

The parties have agreed to enter this DPA in relation to the processing of personal data by the Supplier while providing the Services. The terms of this DPA are intended to apply in addition to and not in substitution of the terms of this Agreement.

Sub-Processors

Name	Contact Email	Contact Number	Sub-contracted Activities
N/a	N/a	N/a	N/a

Agreement

Meanings

1. In this DPA- the following words are defined:
 - 1.1. Affiliate
Any entity that directly or indirectly controls, or is controlled by, or is under common control with the subject entity. 'Control' for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
 - 1.2. Data Protection Law
 - 1.2.1. All laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom applicable to the Processing of Personal Data under the Agreement, including: but not limited to EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended: replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR; and
 - 1.2.2. To the extent applicable, the data protection or privacy laws of any other country.
 - 1.3. GDPR
 - 1.3.1. Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the EC GDPR); and
 - 1.3.2. The EU GDPR as implemented or adopted under the of the United Kingdom (UK GDPR) (General Data Protection Regulation).
 - 1.4. Personnel
In relation to a party, those of its employees, workers, agents, consultants, contractors, sub-contractors, representatives, or other persons employed or engaged by that party on whatever terms.
 - 1.5. Sub-processor
Any entity (whether or not an Affiliate of the Supplier, but excluding the Supplier's Personnel) appointed by or on behalf of the Supplier to process Personal Data on behalf of the Customer under this DPA.
 - 1.6. Working Day
Any day, other than a Saturday, Sunday, Of public holiday in England and Wales.
2. Terms such as "Data Subject": "Processing": "Personal Data", "Controller", and "Processor", "Supervisory Authority" and "Personal Data Breach" shall have the same meaning as ascribed to them in the Data Protection Law.
3. In this DPA unless the context requires a different interpretation:
 - 3.1. The singular includes the plural and vice versa.
 - 3.2. References to sub-clauses: clauses, schedules or appendices are to sub-clauses, clauses: schedules or appendices of this DPA.
 - 3.3. A reference to a person includes firms, companies, government entities, trusts ad partnerships.
 - 3.4. 'including' is understood to mean 'including without limitation';
 - 3.5. Reference to any statutory provision includes any modification or amendment of it.
 - 3.6. The headings and sub-headings do not form part of this DPA; and
 - 3.7. 'writing' or 'written' will include fax and email unless otherwise stated.

Processing Customer Personal Data

4. For Data Protection Law, the Customer shall be the Controller and the Supplier shall be the Processor.
5. The Supplier and each Supplier Affiliate shall:
 - 5.1. Comply with all applicable Data Protection Law in the Processing of Customer Personal Data; and
 - 5.2. Only Process Personal Data on the Customers documented instructions, unless Processing is required by any applicable law to which the Supplier is subject (in which case, the Supplier shall, to the extent permitted by applicable law, inform the Customer of such legal requirement before undertaking the Processing).
6. Data, ensuring in each case that such Personnel is subject to a strict duty of confidentiality (whether a contractual or statutory duty) and that they Process the Personal Data in compliance with all applicable law and only for the purpose of delivering the Services under the Agreement.

Security

7. The Supplier will establish data security in relation to the Processing of Personal Data under this DPA. The measures to be taken must guarantee a protection level appropriate to the risk concerning confidentiality, integrity, availability, and resilience of the systems. The state of the art, implementation costs, the nature, scope and purposes of the Processing, as well as the probability of occurrence and the severity of the risk to the rights and freedoms of natural persons must be taken into account. Such measures may include, as appropriate:
 - 7.1. The pseudonymisation and encryption of Personal Data.
 - 7.2. The ability to ensure the ongoing confidentiality: integrity, availability and resilience of processing systems and services.
 - 7.3. The ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
 - 7.4. A process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing.
8. In assessing the appropriate level of security, the Supplier shall consider any risks that are presented by the Processing: in particular, from a Personal Data Breach.
9. The Supplier has laid down the technical and organisational measures in Schedule 2 of this DPA. Technical and organisational measures are subject to technical progress and further development. In this respect, the Processor may implement alternative adequate measures from time to time and shall notify the Customer in writing where it has done so.

Sub-processors

10. The Customer authorises the Supplier and each Supplier Affiliate to appoint the Sub-processors listed in Schedule 3 (if any) and any new Sub-processors in accordance with the subsequent provisions.
11. With respect to each Sub-processor, the Supplier, or the Supplier Affiliate shall:
 - 11.1. Conduct appropriate due diligence prior to the Processing by such Sub-processor to ensure that the Sub-processor can provide the level of protection for Personal Data required by the terms of the Agreement and DPA.
 - 11.2. Enter into a written agreement with the Sub-processor incorporating terms which are substantially similar (and no less onerous) than those set out in this DPA and which meet the requirements of Article 28(3) of UK GDPR; and
 - 11.3. Remain fully liable to the Customer for all acts or omissions of such Sub-processor as though they were its own.
12. The Supplier and each Supplier Affiliate may continue to use Sub-processors already engaged by the Supplier or Supplier Affiliate as at the date of this DPA subject to the Supplier or Supplier Affiliate meeting the obligations set forth in the preceding clause as soon as reasonably practicable.

13. The Supplier shall give the Customer prior written notice of the appointment of any new Sub-processor, including the name of the Sub-processor it seeks to appoint and the Processing activity to be undertaken by the Sub-processor.
14. If within 30 days of receipt of notice under the preceding clause: the Customer (acting reasonably and in good faith) notifies the Supplier in writing of any objections to the proposed appointment:
 - 14.1. The parties will work in good faith to make available a commercially reasonable change in the provision of the Services which avoids the use of the proposed Sub-processor without unreasonably burdening the Customer; and
 - 14.2. Where such a change cannot be made within 30 days of the Supplier's receipt of the Customer's notice, the Customer may, notwithstanding the terms of the Agreement: serve written notice on the Supplier to terminate the Agreement to the extent that the provision of the Services is or would be affected by the appointment.

Data Subject Rights

15. Considering the nature of the Processing, the Supplier and each Supplier Affiliate shall assist the Customer in implementing appropriate technical and organisational measures, as far as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising Data Subjects' rights under the Data Protection Law
16. The Supplier shall:
 - 16.1. Promptly (and in any event, within 24 hours) notify the Customer if it (or any of its Sub-processors) receives a request from a Data Subject; and
 - 16.2. Fully cooperate with and assist the Customer in relation to any request made by a Data Subject, under the Data Protection Law in respect of Personal Data Processed by the Supplier under the terms of the Agreement or this DPA

Personal data breaches

17. The Supplier shall:
 - 17.1. Notify the Customer without undue delay (in any event, no later than 72 hours) upon becoming aware of any Personal Data Breach affecting the Personal Data Processed by the Supplier under this DPA;
 - 17.2. Provide sufficient information to enable the Customer to evaluate the impact of such Personal Data Breach and to meet any obligations on the Customer to report the Personal Data Breach to a Supervisory Authority and/or notify the affected Data Subjects in accordance with the Data Protection Law;
 - 17.3. Provide the Customer with such assistance as the Customer may reasonably request; and
 - 17.4. Cooperate with the Customer and take such reasonable commercial steps (as directed by the Customer) to assist in the evaluation, investigation, mitigation and remediation of each such Personal Data Breach.

Data Protection Impact Assessment and Prior Consultation

18. The Supplier and each Supplier Affiliate shall provide reasonable assistance to the Customer with data protection impact assessments and prior consultations with Supervisory Authorities or other competent authorities which the Customer considers necessary pursuant to Articles 35 and 36 of the UK GDPR.
19. Such assistance from the Supplier shall be limited, in each case, to the Processing of Personal Data under this DPA.

Return and Deletion of Personal Data

20. Subject to the subsequent clause, the Supplier and each Supplier Affiliate shall promptly and in any event, within 30 days of the expiry or termination of the Agreement, delete or return all copies Personal Data Processed by the Supplier and/or its Sub-processors on behalf of the Customer by such means as the parties shall agree in writing.
21. The Supplier (and its Sub-processors) may retain Personal Data Processed under this DPA to the extent required by any applicable law to which the Supplier (or any Sub-processor) is subject and only to the extent and for such period as required by applicable law. Where applicable, the Supplier shall notify the Customer of any such requirement and ensure the confidentiality of such Personal Data. Any Personal Data Processed under this DPA and retained by the Supplier (or any Sub-processor) in accordance with this clause shall be not Processed for any other purpose other than the purpose specified in the applicable laws.
22. The Customer may require the Supplier to provide written certification confirming that it has complied in full of its obligations under this section entitled 'Return and Deletion of Personal Data.'

Audits

23. The Supplier and each Supplier Affiliate shall make available to the Customer on request all information necessary to demonstrate compliance with this DPA.
24. The Supplier shall allow for and contribute to audits, including inspections, by the Customer (or any other auditor mandated by the Customer) in relation to the Processing of Personal Data under this DPA.
25. The Customer (or any other auditor mandated by the Customer) shall give the Supplier or Supplier Affiliate reasonable notice of any audit or inspection and shall make all reasonable endeavours to avoid causing any damage, injury or disruption to the Supplier or Supplier Affiliate's premises, equipment, personnel and business during the audit or inspection.
26. Such audit rights may be exercised only once in any calendar year during the term of the Agreement and for a period of 3 years following the expiry or termination of the Agreement.

Liability and Indemnity

27. Nothing in this DPA limits or excludes either party's liability for death or personal injury caused by its negligence, or fraud or fraudulent misrepresentation.
28. Each party shall defend, indemnify, and hold harmless the other and its Personnel against all claims, cost, losses, expenses (including legal fees), demands, and causes of action of any kind or character, without limitation, arising from or in connection with a breach of a party's obligations or the obligations of its Affiliates and/or Sub-processors under this DPA.
29. Subject to the two preceding clauses, the total liability of either party to the other for any non-compliance with this DPA shall be subject to any limitation regarding monetary damages set forth in the Agreement.

General Terms

30. Except in respect of any provision of this DPA that expressly or by implication is intended to come into or continue in force on or after the expiry or termination of the Agreement, this DPA shall be coterminous with the Agreement.
31. No party may assign, transfer or sub-contract to any third party the benefit and/or burden of the DPA without the prior written consent (not to be unreasonably withheld) of the other party.
32. No variation of the DPA will be valid or binding unless it is recorded in writing and signed by or on behalf of both parties.

33. No variation of the Agreement will be valid or binding unless it is recorded in writing and signed by or on behalf of both parties.
34. The Contracts (Rights of Third Parties) Act 1999 does not apply to the DPA, and no third party has any right to enforce or rely on any provision of the DPA.
35. Unless otherwise agreed, no delay, act, or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
36. If any court or competent authority finds that any provision (or part) of the DPA is invalid, illegal, or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the DPA will not be affected.
37. Any notice (other than in legal proceedings) to be delivered under the DPA must be in and delivered by pre-paid first-class post to or left by hand delivery at the other party's registered address or place of business. Notices:
 - 37.1. Sent by post will be deemed to have been received, where posted from and to addresses in the United Kingdom, on the second Working Day and, where posted from or to addresses outside the United Kingdom, on the tenth Working Day following the date of posting.
 - 37.2. Delivered by hand will be deemed to have been received at the time the notice is left at the proper address.

Governing Law and Jurisdiction

38. This DPA will be governed by and interpreted according to the law of England and Wales and all disputes arising under the DPA (including on-contractual disputes or claims shall be subject to the exclusive jurisdiction of the English and Welsh courts.

Schedule 1 – Processing Activities

This Schedule 1 includes certain details of the Processing of Personal Data as required by Article 28(3) UK GDPR. The subject matter and duration of the Processing of the Personal Data are set out in the Agreement and this DPA.

1. The nature and purpose of the Processing of Personal Data.
The Supplier will Process Personal Data as necessary to provide the Services pursuant to the Agreement, and as further instructed by the Customer in its use of the Services.
2. The types of Personal Data to be Processed
The Customer may submit Personal Data to the Services, the extent of which, is determined and controlled by the Customer in its sole discretion, and which may include, but is not limited to the following types of Personal Data:
 - 2.1. Personal details
 - 2.2. Personal details issued as an identifier by a public authority.
3. The categories of Data Subject to whom the Personal Data relates
The Customer may submit Personal Data to the Services, the extent of which is determined and controlled by the Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of Data Subjects:
 - 3.1. Staff, including volunteers, temporary and casual workers
4. The obligations and rights of Customer and Customer Affiliates
The obligations and rights of the Customer (and any Customer Affiliates) are set out in the Agreement and this DPA.

Schedule 2 - Technical and organisational measures

The Supplier will conduct the activities covered by this DPA in compliance with its Information Security Policy, available from the Data Protection Officer or another person responsible for data protection compliance, and relevant data protection policies and guidance, available from the Data Protection Officer or another person responsible for data protection compliance.

The Supplier also has the following technical and organisation measures in place:

- A Data Protection Officer has been appointed, who is responsible for ensuring data protection compliance within the business.

Schedule 3 - Sub-processors

The Customer agrees that the Supplier may sub-contract certain obligations under this DPA to the following Sub-processors:

See Sub-Processors schedule.