



PSD/02
20/1/05

(18)

AGREEMENT FOR A LIGHT BEAM SPEED MEASURING DEVICE

THIS AGREEMENT is made the XX day of September 2002.

BETWEEN the Secretary of State for the Home Department (hereinafter referred to as "the Secretary of State") and **Traffic Safety Systems Ltd**, the manufacturers of the *ProLaser III Hand Held Speedmeter* (hereinafter referred to as "the company"), having its registered offices at:-

Ashton House
Granville Street
Aylesbury
Bucks
HP20 2JR

WHEREAS The Secretary of State, pursuant to the power conferred upon him by Section 20 of the Road Traffic Offenders Act 1988, as amended by Section 23 of the Road Traffic Act 1991, (Speeding offences etc.: admissibility of certain evidence) intends to approve the **ProLaser III Hand Held Speedmeter** (hereinafter referred to as "the device") for the purpose of that section:

IT IS HEREBY AGREED AS FOLLOWS:-

- (1) The company (or its agents) shall not change either the electrical value or type of the components of the device or alter the circuits without the agreement of the Secretary of State.
- (2) The company (or its agents) shall ensure that the type and serial number of each device is clearly identified by indelible marking.
- (3) The company (or its agents) shall ensure that the serial number is unique to each device and that each device is numbered consecutively.

- (4) The company (or its agents) shall ensure that any software or firmware supplied for use with the device shall be clearly labelled with a version number and a copy of the program source and a sample of the memory shall be deposited with the Home Office.
- (5) The company (or its agents) shall ensure that any change in the operating instructions for the device shall be sent to the Secretary of State and all users in line with the requirement set out in "The Speedmeter Handbook".
- (6) The company (or its agents) shall ensure that any repair or calibration facility, operated by the company or their agents for the purposes of repairs to or the recalibration of the device, shall be open at all times to inspection by the Secretary of State. The company shall further ensure that persons undertaking repair or calibration on behalf of the company are competent to do so.
- (7) The company (or its agents) shall supply free of charge to the Secretary of State full circuit diagrams of the device with circuit board layouts and all circuit components clearly indicated.
- (8) The company (or its agents) shall, if required, supply a device free of charge to the Secretary of State with certification as required in clause 10 of this Agreement. The Secretary of State shall not be responsible for any damage caused to the device whilst it is in his possession.
- (9) The company (or its agents) shall, if requested by the Secretary of State or any chief officer of police, provide, free of any charge to them, expert evidence (including evidence in any proceedings) concerning the working of the device.
- (10) The company (or its agents) shall inform the purchaser of what the device is approved for and supply to the purchaser free of charge a certificate certifying that the equipment supplied is that which is type approved for use stating "I certify that [device identifier including serial number] complies with the terms of the specification for type approval". A similar certificate shall be provided free of charge annually and each time the device is calibrated.
- (11) The device shall be approved only for speed enforcement, and only as tested (as set out in the Schedule to this Agreement). The company (or its agents) shall not advertise or market the device for any purposes other than that for which it is approved.
- (12) The Secretary of State shall ensure that, so far as is practicable, the commercial confidentiality of the information supplied by the company (or its agents) about the device will be maintained.
- (13) This agreement shall have effect only for so long as the device is approved by the Secretary of State under Section 20 of the Road Traffic Offenders Act 1988.

IN WITNESS WHEREOF the parties hereto have
hereunto set their respective seals

SIGNED SEALED AND DELIVERED
on behalf of the Secretary of State for the Home Department

by.....
Mr G C Biddulph

in the presence of

.....
Mr A Lama, Home Office

SIGNED SEALED AND DELIVERED
on behalf of Traffic Safety Systems Ltd

by.....
Mr Ifa Trodd

in the presence of

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SCHEDULE TO THE AGREEMENT

The approved software version for this device is ProLaser III version 6.5 (UK).

Usage

The device to be used in the attended actively operated mode.

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