

DRAFT

Dated

2019

BASELINE AGREEMENT

**THE MAYOR AND BURGESSES
OF THE
ROYAL BOROUGH OF KINGSTON UPON THAMES**

and

**KINGSTON FIRST
Relating to the Kingston Town Centre
Business Improvement District**

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SCHEDULE 1 - THE BID Area

SCHEDULE 2 – The Standard Services

Baseline Agreement for Provision of Standard Services

Dated

Between

- (1) **THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF KINGSTON UPON THAMES** (the Council) of Guildhall, Kingston; and
- (2) **KINGSTON FIRST LIMITED** (the Company) under company number whose registered office is at

Background

- A The Company established a Business Improvement District (BID) for the area indicated on the map included at Schedule 1. The BID term will run for a period of 5 years commencing 1st July 2017 and concluding on 30th June, 2022
- B The Council is the local authority for the purposes of the Local Government Act 2003 and is responsible for providing the Standard Services within the BID Area
- C The Company is responsible for the management and operation of the BID and for achieving the objectives and aspirations set out in the BID Proposal
- D The purpose of this Agreement is to set out for the avoidance of doubt the Standard Services provided by the Council within the BID Area and to set the Baseline Criteria against which the provision of the Standard Services are to be assessed.
- E This Agreement is made pursuant to Part IV of the Local Government Act 2003 and Section 111 of the Local Government Act 1972 and all other enabling powers

Agreed Terms

1. Definitions

In this Agreement the following terms shall unless the context requires otherwise have the following meanings ascribed to them. Terms used in this Agreement and defined in the Operating Agreement (where not defined herein) shall have the same meaning as ascribed in the Operating Agreement :-

Additional Services means those services which are provided by the Council within the BID area set-out in Schedule 2 which identifies those services undertaken which are additional services to those provided as part of its statutory function and are not part of that function.

Baseline Criteria means the standards and industry practices against which the provision of Standard Services is to be assessed the principles of which are set out in Schedule 2.

Best Value Duty means the duty imposed on the Council by Section 3 of the Local Government Act 1999

Best Value Indicators means the best value data compiled by the Council as a result of carrying out its Best Value Duty

BID Area means that area delineated on the attached plan at Schedule 1 within which the BID operates (as described in the Operating Agreement)

BID means the Business Improvement District which is managed and operated by the Company

BID Proposal means the plan voted for by the BID Levy Payers which sets out the objectives of the BID

Complementary Services means those services as set out in any future Complementary Services Agreement.

Complementary Services Agreement(s) means any agreement entered into between the Council and the Company for the provision of services within the BID Area which are complementary to the Standard Services

Complementary Service Provider means the provider of a Complementary Service under contract to the Company.

DPA 2018: Data Protection Act 2018

Electronic Communication means a communication transmitted (whether from one person to another, from one device to another or from a person to a device or vice versa):

- a. by means of a telecommunication system (within the meaning of the Telecommunications Act 1984); or
- b. by other means but while in electronic form

Failure Notice means a notice served by the Company which:

- sets out the Standard Service which the notice relates to;
- states which of the Baseline Criteria of the Standard Service that are not being met;
- requests the Council to liaise directly with the provider or contractor for the purposes of securing compliance with the Baseline Criteria

GDPR: the General Data Protection Regulation (Regulation (EU) 2016/679)

LED: Law Enforcement Directive (Directive (EU) 2016/680)

Operating Agreement means an agreement to be entered into by the Council and the Company which will set out various procedures for the collection monitoring and enforcement of the BID Levy and that will have effect on and from 1st July, 2017.

Personal Data:

Regulations means The Business Improvement Districts (England) Regulations 2004 and such amendments to those regulations which may be made by the Secretary of State pursuant to Section 48 of the Local Government Act 2003 (from time to time)

Standard Services means those services which are provided by the Council within the BID Area set-out in Schedule 2 which identifies those services which it is required to undertake as part of its statutory function as local authority.

Standard Services Review Panel means the panel to be set up consisting of two representatives from the Council (officers) and the Estates Coordinator of South Wimbledon Business Association Limited.

2 Freedom of Information And Confidentiality

2.1 The expiry or earlier termination of this Agreement shall not affect the continuing rights and obligations of the Company and the Council under these Protection of Information clauses.

Confidentiality

2.2 Each party:-

2.2.1 shall treat all Confidential Information belonging to the other party as confidential and safeguard it accordingly; and

2.2.2 shall not disclose any Confidential Information belonging to the other party to any other person without the prior written consent of the other party, except to such persons and to such extent as may be necessary for the performance of this Agreement or except where disclosure is otherwise expressly permitted by the provisions of this Agreement .

2.3 The Company shall take all necessary precautions to ensure that all Confidential Information obtained from the Council under or in connection with this Agreement :-

2.3.1 is given only to such of its staff and professional advisors or consultants engaged to advise it in connection with this Agreement as is strictly necessary for the performance of this Agreement and only to the extent necessary for the performance of this Agreement ;

2.3.2 is treated as confidential and not disclosed (without prior approval) or used by such staff or professional advisors or consultants otherwise than for the purposes of this Agreement .

2.4 The provisions of Clause 2.2 and 2.3 shall not apply to any Confidential Information received by one party from the other:-

- 2.4.1 which is or becomes public knowledge (otherwise than by breach of this Condition);
 - 2.4.2 which was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party;
 - 2.4.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - 2.4.4 is independently developed without access to the Confidential Information; or
 - 2.4.5 which must be disclosed pursuant to a statutory, legal or Parliamentary obligation placed upon the party making the disclosure, including but not limited to any requirements for disclosure under the FOIA or the EIR.
- 2.5 Nothing in this Clause shall prevent the Council from disclosing any Confidential Information for the purpose of:-
- 2.5.1 the examination and certification of the Council's accounts; or
 - 2.5.2 any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness of which the Council has used its resources; or
 - 2.5.3 disclosing any Confidential Information obtained from the Company:-
 - 2.5.3.1 to any other public authority; or
 - 2.5.3.2 to any person engaged in providing any services to the Council for any purpose relating to or ancillary to this Agreement ;

Provided that in disclosing information under sub-paragraph (2.5.3.1 or (2.5.3.2) the Council discloses only the information which is necessary for the purpose concerned and requires that the Information is treated in confidence and that a confidentiality undertaking is given where appropriate.

- 2.6 The Parties shall immediately notify each other of any breach of security in relation to Confidential Information and all data obtained in the performance of this Agreement and will keep a record of such breaches. The Party responsible for any breach will use its best endeavours to recover such Confidential Information or data however it may be recorded. The Party responsible for any breach will co-operate with the other Party in any investigation that the other Party considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.
- 2.7 In the event that the Party responsible for the breach fails to comply with this Clause 2 the other Party reserves the right to terminate this Agreement by notice in writing with immediate effect.

Freedom of Information

- 2.8 The Company acknowledges that the Council is subject to the requirements of the FOIA and the EIR and shall assist and co-operate with the Council (at the Company's expense) to enable the Council to comply with these information disclosure requirements.
- 2.9 The Company shall and shall procure that its Staff including sub-Contractors and suppliers) shall:-
- 2.9.1 transfer a Request for Information to the Council as soon as practicable after receipt and in any event within two (2) Working Days of receiving a Request for Information;
- 2.9.2 provide the Council with a copy of all information in its possession or power in the form that the Council requires within five (5) Working Days (or such other

period as the Council may specify) of the Council requesting that information;
and

2.9.3 provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a Request for Information within the time for compliance set out in the FOIA or the EIR.

2.10 The Council shall be responsible for determining at its absolute discretion whether any information (including information which is provided by the Company to the Council in confidence):

2.10.1 is exempt from disclosure under the FOIA or the EIR;

2.10.2 is to be disclosed in response to a Request for Information; and

in no event shall the Company respond directly to a Request for Information unless expressly authorised to do so by the Council.

2.11 The Company acknowledges that the Council may, acting in accordance with the FOIA or EIR, be obliged to disclose information:

2.11.1 without consulting with the Company, or

2.11.2 following consultation with the Company and having taken its views into account.

2.12 The Company shall ensure that information produced in the course of this Agreement or relating to this Agreement is retained for disclosure for six (6) years after expiry or earlier termination of this Agreement and shall permit the Council to inspect such records as requested from time to time. In the event that the Company fails to comply with these Clauses 2.8 to 2.12 inclusive, the Council reserves the right to terminate this Agreement by notice in writing and with immediate effect.

Data Protection

- 2.13 The parties acknowledge and agree that it is neither intended nor envisaged that personal data shall be transferred from either party to the other.

In the event that any such personal data is to be transferred the parties agree with each other that they shall enter into such further contractual arrangements as the other reasonably requires in order to comply with the Data Protection Act 2018 and the GDPR. Each party agrees with each other that it shall at all times comply with such obligations as it may have under the Data Protection legislation.

3. Commencement

- 3.1 The terms of this Agreement shall take effect upon the date of this Agreement and shall last until termination or expiry of the Operating Agreement or as provided by Clause 8.

4. The Council's Obligations

- 4.1 The Council agree to: provide the Standard Services set out in Schedule 2 (whether itself or via third parties) within the BID Area at its own cost.
- 4.2 In the event that the Council is unable to continue to provide all or any part of the Standard Services within the BID Area on account of its being statutorily barred from doing so, or its having insufficient funds to secure the provision of any of those Standard Services, it shall carry out the following for the Company:

- 4.2.1 identify which part or parts of the Standard Services it is unable to provide;
- 4.2.2 provide a detailed explanation of why such identified part of the Standard Service is to be withdrawn;
- 4.2.3 state the date upon which the Council will cease to operate the identified part of the Standard Service and that identified part of the Standard Service shall be treated as deleted from the Standard Service as at the stated date of ceasing;
- 4.2.4 use reasonable endeavours to liaise with and (where the Council considers it to be practicable and economic so to do) put in place such partnering arrangements (of a formal or informal nature) with any Complementary Service Provider where the Complementary Services are complementary to or are of a similar nature to the Standard Services that are no longer being provided;
- 4.2.5 implement such recommendations in the carrying out or provision of the Standard Services as may be made by the Standard Services Review Panel where it considers it appropriate and economical so to do;
- 4.2.6 when undertaking reviews of parts of the Standard Services to consult with the Company on the provision and delivery of those Services and on how they may be improved;
- 4.2.7 consult with the Company regarding waste disposal arrangements;
- 4.2.8 upon receipt of a Failure Notice from the Company to carry out a review of the provision of the Standard Service and to use reasonable endeavours to secure improvement of the Standard Service such that it meets the Baseline Criteria and in the event of a continued failure to meet the Baseline Criteria to consult with the Company to consider the appointment of an alternative provider for the relevant Standard Service; and
- 4.2.9 except for in exceptional circumstances not to remove or change any contractor(s) responsible for providing the Standard Services without first serving not less than 2 months' written notice on the Company stating:
 - 4.2.9.1 the identity of the contractor being removed;
 - 4.2.9.2 the Standard Service which such contractor is responsible for providing; and

4.2.9.3 where practicable and where it may be done in accordance with the Council's procurement procedures, the details of the new contractor appointed to provide the Standard Services(s).

5 Monitoring and Review

5.1 The Council and the Company shall set up the Standard Services Review Panel within 28 days from the date of this Agreement the purpose of which shall be to:

5.1.1 monitor the carrying out of the Standard Services;

5.1.2 make any recommendations required pursuant to paragraph 5.1.1 (above) to the Council and the Company;

5.1.3 where partnering arrangements are in place between the Council and a Complementary Services Provider to review the provision of the Standard Services and Complementary Services against such Best Value Indicators which the Council may publish from time to time and (where the Council considers it appropriate), to make such improvements and/or alteration to the Standard Services and/or Baseline Criteria as is appropriate to comply with or meet Best Value Indicators;

5.1.4 review any Failure Notices served by the Company and steps which may be taken to secure the proper carrying out of the Standard Services within 28 days;

5.1.5 identify the need for any improvement or alteration to the Standard Services and/or Baseline Criteria.

- 5.2 In the event that the Council is also providing Complementary Services pursuant to a Complementary Services Agreement, the Council and the Company agree that the Standard Services Review Panel shall carry out all its duties and obligations as set out herein relating to performance management and monitoring of the Complementary Services.
- 5.3 The Standard Services Review Panel shall meet not less than four times a year, unless otherwise agreed by both parties.

6. Joint Obligations

- 6.1 Both the Council and the Company agree:
- 6.1.1 for the purposes only of monitoring the Standard Services, to review and take account of any representations or recommendations made to them by the Standard Services Review Panel and take such action as may be appropriate; and
- 6.1.2 to carry out an annual review of the Standard Services.

7. Licence

- 7.1 Subject to 7.2 and 7.3 below the Council hereby grants licence to the Company, its agents and Complementary Service Providers to enter onto, into, or upon any land in the BID Area within the Council's Ownership or the highway for the purposes of the Company carrying out any function or service required or secured (or any ancillary function) for the operation of the BID Proposal.
- 7.2 Prior to exercising the licence granted under 7.1 above the Company shall give the Council reasonable notice in writing of its intention to exercise its licence and stating when each such access will be required and the location and nature of works or services proposed to be performed on it. The Council reserves the right to refuse or reschedule such entry and impose conditions in the event that it considers (acting reasonably) is necessary to do so provided that such refusal or rescheduling shall be given promptly with an explanation and in writing to the Company.
- 7.3 The Company shall be responsible for all its acts and omissions and those of its agents and Complementary Service Provider(s) as they were its own.

8. Termination

- 8.1 This Agreement shall be terminated upon any of the following occurring:
- 8.1.1 the expiry of the BID Term provided that in the event the BID is renewed after the BID Term this Agreement shall, subject to the consent of both parties and any variations they may agree, continue to remain in force and of full effect;
- 8.1.2 the early Termination of the BID and the giving of relevant notices as required by the Regulations and the Operating Agreement; or
- 8.1.3 the agreement of both parties.

9. Confidentiality

9.1 Subject to the statutory obligations on the Council in particular the requirements of the Freedom of Information Act 2000 both the Council and the Company agree to keep confidential and not to divulge to any person without the prior written consent of the other party all information (written or oral) concerning the business affairs of the other nor any information which has been exchanged about the BID Levy Payers or about other third parties which it shall have obtained or received as a result of operating the BID. This obligation shall survive the termination or lapse of the provision of the BID

10. Notices

10.1 Any notice or other written communication to be served or given to or upon any party to this Agreement to the other shall be in writing and shall be sent to the address provided for above or such substitute address in England as may from time to time have been notified by that party.

10.2 A Notice may be served by:

10.2.1 delivery to the Council's Director of Environment and Regeneration at the Council's address or specified above;

10.2.2 delivery to the Company Secretary at the Company's address specified above;

10.2.3 registered or recorded delivery post; and

10.2.4 electronic communication (provided that it is in legible form and is capable of being used for subsequent reference).

10.3 Any notice served shall be deemed to have been validly served or given at the time when in the ordinary course of business it would have been received.

11. Miscellaneous

- 11.1 For the avoidance of doubt where any part of this Agreement is incompatible with the Regulations or any other regulations which the First Secretary of State may issue pursuant to Part IV of the Local Government Act 2003 then such part shall be struck out and the balance of this Agreement shall remain
- 11.2 The headings appearing in this Agreement are for ease of reference only and shall not affect the construction of this Agreement.
- 11.3 For the avoidance of doubt the provisions of this Agreement (other than those contained in this Clause) shall not have any effect until this document has been dated
- 11.4 Where reference is made to a Clause, Part, or Recital such reference (unless the context requires otherwise) is a reference to a clause, part, plan, or recital attached to this Agreement
- 11.5 References to the Council include any successors to its functions as local authority
- 11.6 References to statutes, bye laws, regulations, orders, delegated legislation shall include any such instrument re-enacting or made pursuant to the same power

12. Exercise of the Council's Powers

- 12.1 Nothing contained in this Agreement or implied in it shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statute byelaws statutory instruments orders and regulations in the exercise of its functions as a local authority.

13. Contracts (Rights of Third Parties)

- 13.1 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

14. Resolution and Arbitration of Disputes

- 14.1 The following provisions shall apply in the event of a dispute:

- 14.1.1 Any dispute or difference of any kind whatsoever arising between the parties hereto out of or in connection with this Agreement shall be initially referred to the Council's Director of Environment & Regeneration and the Company's Chair for joint resolution.
- 14.1.2 In the event that the Parties are unable to reach a joint resolution of the dispute or difference then either Party may refer the matter to arbitration before a single arbitrator
- 14.1.3 The parties shall jointly appoint the arbitrator not later than 28 (twenty eight) days after service of a request in writing by either party to do so
- 14.1.4 If the parties are unable to agree within 28 (twenty eight) days as to the appointment of such arbitrator then such arbitrator (hereinafter referred to as "the Tribunal") shall be appointed on the application of either party to the President for the time being of the Law Society
- 14.1.5 In the event of a reference to arbitration the parties agree to:
- 14.1.5.1 prosecute any such reference expeditiously; and
- 14.1.5.2 do all things or take all steps reasonably necessary in order to enable the Tribunal to deliver any award (interim, final or otherwise) as soon as reasonably practicable.
- 14.1.6 The award shall be in writing signed by the arbitrator
- 14.1.7 The award shall be final and binding both on the parties and on any persons claiming through or under them]

Executed as a Deed by the parties:

The Common Seal of:

**THE MAYOR AND BURGESSES OF
THE ROYAL BOROUGH OF
KINGSTON UPON THAMES**

**was hereunto affixed in the presence
of:**

Authorised Signatory

Signed as a Deed for and on behalf of

Kingston First Limited

By:

Signature:

Director / Secretary

and

By:

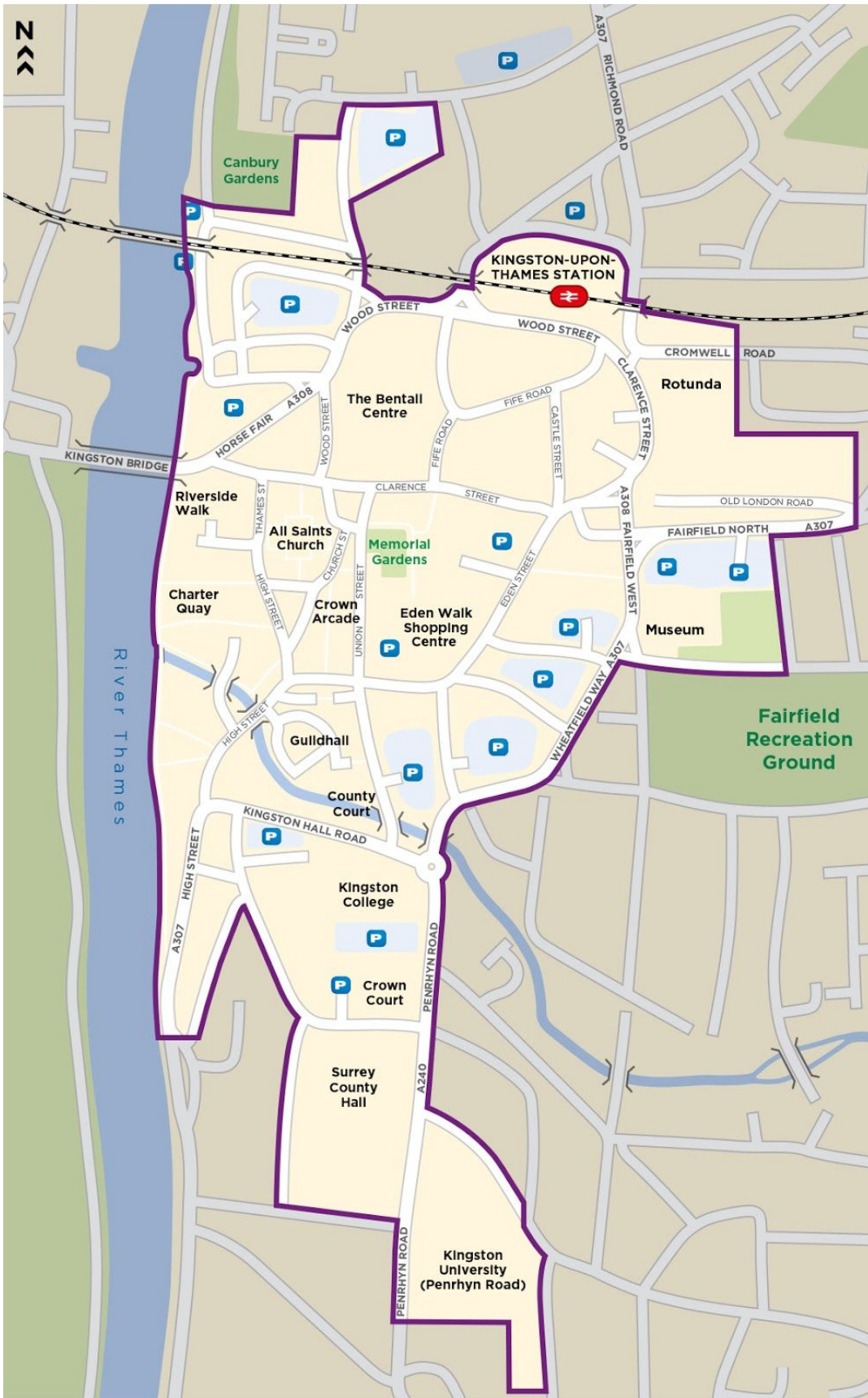
Signature:

Director / Secretary

Both duly authorised for and on behalf of:

Kingston First Limited

Schedule 1 : Map of BID area



Schedule 2 : Standard Services

Baseline Agreement - Kingston First BID Area Service Provision

Service: CCTV

Number of Staff and Equipment	8 Staff Members Over 300 cameras of various types across the borough.
Specification	Operate and staff the CCTV control centre and proactively monitor and record all cameras 24 hours a day, 7 days a week, 365(6) days a year. Record and log all observed or notified incidents and liaise with the Police and members of the various "Business Watches" (radio link schemes). Monitoring and operating the barriers, pay stations and other equipment at car parks. Provide additional CCTV monitoring and advice during key annual events.
Performance Measure	Performance Ratings are measured by auditable standards.
Non-compliance procedure	Linked to Council's contractual process on the related TFPM contract.

Royal Borough of Kingston-upon-Thames:

Name:

Position:.....

Signed:.....

Date:.....

Service: WInter Gritting

Number of Staff and Equipment	Winter Gritting Services are contracted to Veolia Environmental Services. Resource is as required, dependent on weather conditions. Vehicle Fleet comprises 4 x large gritters 2 x small gritter
Specification	Highway gritting during risk of ice or snow, footway gritting in periods of extreme cold weather
Performance Measure	Completion of all gritting routes within 4 hours of request (as directed by RBK Highways Call Out Officer).
Non-compliance procedure	Inspection of roads carried out by emergency call out officers. Roads not gritted are referred to Contract Manager to investigate and rectify.

Royal Borough of Kingston-upon-Thames:

Name:

Position:.....

Signed:.....

Date:.....

Service: Waste collection (excluding market places)

Number of Staff and Equipment	Provided via contract with Veolia Environmental Services
Specification	Weekly clearance of household waste from flats above commercial premises in the town centre (recycling collections provided where possible). An optional commercial waste and recycling collection service is also available.
Performance Measure	Number of missed collection per 100,000 across all waste types, calculated based on all household properties in the borough. Number of missed collection remedied within 48 hours (or two working days) Persistent (2 or more occasions from the same address in any 8 week rolling period) missed collections.
Non-compliance procedure	Complaints and missed collections reports logged through the Customer Contact Centre and/or online on the website.

Royal Borough of Kingston-upon-Thames:

Name:

Position:.....

Signed:.....

Date:.....

Service: Street Cleansing (excluding markets)

<p>Number of Staff and Equipment</p>	<p>Street Cleansing Services are contracted to Veolia Environmental Services. Resource varies throughout the week and year (with additional summer resource dedicated to the Riverside area).</p> <p>This is further supplemented by mechanical cleaning resource and appropriate management and supervision.</p> <p>The contract is managed and monitored by the Contracts (Environment) Team in the Corporate and Commercial Directorate of the Council.</p>
<p>Specification</p>	<p>To maintain acceptable level of cleanliness as defined in DEFRA’s Code of Practice on Litter (Public Highway only).</p> <p>Mixture of mechanical and manual cleaning (sweeping and litter picking) of roads and pavements; removal of fly tips; emptying and cleaning of litter bins; removal of fly posting and graffiti from public property.</p> <p>Operates between 7am and 10pm weekdays, and 7am and 8pm at weekends.</p>
<p>Performance Measure</p>	<p>Number of “street below grade (town centre)” reported (as per National Indicator 195 grading standard).</p> <p>Number of “litter bins overflowing (town centre)” reported.</p>
<p>Non-compliance procedure</p>	<p>Issues reported online or via the Council’s Contact Centre for response.</p> <p>Penalties in place for failure to return town centre areas to grade within specified hours, respond outside of SLA times to overflowing bins, remove fly tips promptly and remove offensive graffiti quickly.</p>

Royal Borough of Kingston-upon-Thames:

Name:

Position:.....

Signed:.....

Date:.....

Baseline Agreement - Kingston First BID Area Service Provision

REGULATORY SERVICES, comprising:

- **Environmental Health Commercial**
- **Trading Standards**
- **Environmental Enforcement**
- **Licensing**
- **Pollution Control**

Service: **Environmental Health Commercial**

Number of Staff and Equipment	7.2 FTE across London Borough of Sutton and Royal Borough of Kingston. Temperature probes, swabs, ATP tester sampling equipment.
Specification	To undertake food hygiene food standards and health and safety inspections, investigation of complaints against all food business operators and commercial premises within the shared service.
Performance Measure	Inspections completed within annual risk rated programme. Service requests responded to within 2 working days.
Non-compliance procedure	Legal framework underpinned by Regulatory Services Enforcement Policy.

Royal Borough of Kingston-upon-Thames:

Name:

Position:.....

Signed:.....

Date:.....

Service: **Trading Standards**

Number of Staff and Equipment	4.2 FTE across London Borough of Sutton and Royal Borough of Kingston. Weights and Measures equipment, Consumer Safety equipment.
Specification	To undertake targeted inspections under consumer legislation, and undertake investigation of complaints made against commercial premises within the shared service based on an Intelligence Operating Model.
Performance Measure	Number of premises brought into compliance. Service requests responded to within 2 working days.
Non-compliance procedure	Legal framework underpinned by Regulatory Services Enforcement Policy.

Royal Borough of Kingston-upon-Thames:

Name:

Position:.....

Signed:.....

Date:.....

Service: **Environmental Enforcement**

Number of Staff and Equipment	4 FTE across London Borough of Sutton and Royal Borough of Kingston. Gloves, bags, vehicles.
Specification	To carry out enforcement activity relating to environmental crime including commercial waste enforcement, abandoned vehicles, riverside mooring, littering and act as an escalation service for a number of highway related matters. The team also investigate fly-tipping incidents, arranging clear up on public land and can take action to require landowners to secure and clean up privately owned land. The team use a range of interventions on an escalating scale, including formal notices, community protection orders, fixed penalty notices and ultimately prosecution.
Performance Measure	Number of premises brought into compliance with trade waste disposal obligations. Service requests responded to within 2 working days
Non-compliance procedure	Legal framework underpinned by Regulatory Services Enforcement Policy.

Royal Borough of Kingston-upon-Thames:

Name:

Position:.....

Signed:.....

Date:.....

Service: **Licensing**

Number of Staff and Equipment	4.5 FTE across London Borough of Sutton and Royal Borough of Kingston. UV Reader, Personal Safety Equipment
Specification	To administer licenses and carry out enforcement of legislation ensuring compliance in relation to both licensed and non-licensed premises. Remit includes, but is not limited to, alcohol and entertainment, gambling, street trading including tables and chairs on the highways and special treatment premises.
Performance Measure	Inspections completed within annual risk rated programme. Number of premises brought into compliance. Service requests responded to within 2 working days.
Non-compliance procedure	Legal framework underpinned by Regulatory Services Enforcement Policy. Licensing Act and Gambling Act contain licence review provisions.

Royal Borough of Kingston-upon-Thames:

Name:

Position:.....

Signed:.....

Date:.....

Service: **Pollution Control**

Number of Staff and Equipment	4 FTE across London Borough of Sutton and Royal Borough of Kingston. Noise Monitoring Equipment, Other Technical and Scientific Equipment as needed, Personal Safety Equipment.
Specification	To investigate complaints of pollution and nuisance relating to commercial premises. To review and assess Air Quality in the boroughs and to secure improvements in Air Quality through development and implementation of an Action Plan. To regulate the Pollution Permitting regime and comment upon planning applications.
Performance Measure	Inspections completed within annual risk rated programme (Pollution Permits). Air Quality Action Plan interventions. Service requests responded to within 2 working days
Non-compliance procedure	Legal framework underpinned by Regulatory Services Enforcement Policy.

Royal Borough of Kingston-upon-Thames:

Name:

Position:.....

Signed:.....

Date:.....

Service: Waste collection and cleaning of markets

<p>Number of Staff and Equipment</p>	<p>Provided via contract with Veolia Environmental Services.</p> <p>Ancient Market Place - Monday to Saturday and Sunday AM Only , (2 x operatives)</p> <p>Cattle Market - mechanical broom sweep or car park on Monday.</p> <p>Waste collection from Cattle Market on Tuesday morning.</p>
<p>Specification</p>	<p>Collection (using a pedestrian operated vehicle) and disposal of food waste, cardboard and landfill waste from central bins in Ancient Market Place.</p> <p>Cardboard - twice per week (currently Tuesday and Thursday of each week)</p> <p>General waste – three times per week (Monday, Wednesday and Friday)</p> <p>Food waste is kept in large 1,100-litre metal Euro bins which are emptied daily.</p> <p>Collection of landfill waste (only) from Monday Cattle Market.</p> <p>Litter picking and sweeping, to keep area clean.</p> <p>CURRENTLY EXCLUDES STREET WASHING, COLLECTION OF WASTE FROM STALL HOLDERS DIRECTLY, CLEARANCE OF WASTE FROM TABLES AND CLEANING OF FAT TRAPS.</p>
<p>Performance Measure</p>	<p>Ensure that cleansing standard does not fall below grade B</p>
<p>Non-compliance procedure</p>	<p>Fortnightly joint inspection with RBK staff and a representative from Kingston First to raise issues.</p>

Royal Borough of Kingston-upon-Thames:

Name:

Position:.....

Signed:.....

Date:.....

Service: Highways & Transport

Reactive Maintenance & Emergency Call Out

Number of Staff and Equipment	Kingston Town Centre highways inspector: 0.75 FTE = 27 hours per week Emergency call out officer: To be on call 24/7 to attend any emergencies should this be required.
Specification	To undertake statutory safety and ad hoc inspections of all highway assets in compliance with Section 41 of the Highways Act and manage all insurance claims and stakeholder correspondence relating to the area. To include winter service gritting operational duties. Inspections and call out duties are undertaken and in line with guidance given in the “Well Maintained Highways” Code of Practice.
Performance Measure	There are contractual KPIs relating to completion timescales and quality of works with monthly contractual performance meetings held.
Non-compliance procedure	Notice is given requiring restoration of defects within agreed timescale.

Street Works

Number of Staff and Equipment	There is 1 x FTE co-ordinator and 1 x FTE Street Works inspector who process permit applications and attend Traffic Management coordination meetings. Statutory undertaker works equates to 2 x 0.9 FTE with 0.1 FTE tasks associated with BID associated tasks.
Specification	Kingston Council employs Street Works inspectors and Co-ordinators to manage the road network in the town centre in order to minimise congestion for all road users. The New Roads and Streetworks Act and the Traffic Management Act, place on a Highway Authority the legal duty to manage their road network in order to minimise congestion for all road users. The function of the Streetworks Team is not only to balance the needs of those who wish to carry out work on the network against the needs and safety of road users and impact on businesses, but also to ensure the integrity of the highway structure following any works.
Performance Measure	Financial penalties
Non-compliance procedure	Fixed Penalty Notices

Street Lighting

Number of Staff and Equipment	Kingston Council staff employed to inspect, maintain and manage street lighting assets in central Kingston is approximately 0.2 full time equivalent. Street lighting repairs and any replacement works are carried out by contractors as required.
Specification	To maintain street lighting and rising bollards to a serviceable standard, replacing broken assets when necessary. Work is carried out either in response to reported problems or as identified from routine inspections.
Performance Measure	Jobs are can be treated as an emergency or 3 / 5 working days.
Non-compliance procedure	

Royal Borough of Kingston-upon-Thames:

Name:

Position:.....

Signed:.....

Date:.....

Service: Gully Cleansing

Number of Staff and Equipment	2 FTE and 1 dedicated gully vehicle (across whole borough)
Specification	Town Centre gullies cleaned at least three times per year and high risk gullies annually, soakaways cleaned once every three years or as required. The same vehicle also washes relevant bridges and subways. Clearing of fat traps four times a year from Ancient Market Place Resolution of blocked gullies and/or flooding.
Performance Measure	Work completed to schedule.
Non-compliance procedure	Raise non-compliance with the RBK client team. Client team will monitor, and escalate to Veolia where necessary.

Royal Borough of Kingston-upon-Thames:

Name:

Position:.....

Signed:.....

Date:.....

