

Dated

202X

BASELINE AGREEMENT

Between

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

and

KINGSTON FIRST LIMITED

Relating to the Operation and Management of the Kingston Town Centre
Business Improvement District

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This AGREEMENT is made on

day of

202~~X~~

Between:

- (1) **THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF KINGSTON UPON THAMES** of Guildhall, Kingston (**Council**); and
- (2) **KINGSTON FIRST LIMITED** under company number 03838618 whose registered office is at 3rd. Floor, Neville House, 55, Eden Street, Kingston upon Thames, KT1 1BW (**Company**).

Background:

- A. 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.
- B. 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.
- C. 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.

1. Definitions

- 1.1 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. Terms not defined herein but defined in either the Regulations or Part 1V of the Local Government Act 2003, shall have the meaning therein ascribed to them.

Baseline Criteria means the specification and Key Performance Indicators set out in Schedule 2 against which the provision of Standard Services are to be provided and assessed.

BID Area means that area delineated on the attached plan at Schedule 1 within which the BID operates.

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

BID Levy means the levy referred to in section 45 of the Local Government Act 2003

BID Proposal means the plan voted for by the BID Levy Payers which sets out the objectives of the BID following the publication of the BID arrangements by the Council.

Data Protection Legislation: The Data Protection Act 2018 (DPA 2018) and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the GDPR and any other directly applicable European Union regulation relating to privacy.

Data Controller: shall have the same meaning as set out in the Data Protection Legislation.

Data Processor: shall have the same meaning as set out in the Data Protection Legislation.

Data Subject: shall have the same meaning as set out in the Data Protection Legislation.

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

Failure Notice means a notice served by the Company which:

- (a). sets out the Standard Service which the notice relates to;
- (b). states the material failure to which the notice refers to by reference to the relevant Baseline Criteria; and
- (c). requests the Council to secure compliance with the Baseline Criteria.

Key Performance Indicators means the criteria identified as such in Schedule 2

Operating Agreement means an agreement to be entered into on or around the date of this Agreement by the Council and the Company which will set out various procedures for the collection monitoring and enforcement of the BID Levy

Personal Data: shall have the same meaning as set out in the Data Protection Legislation.

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).

Special Categories of Data: shall have the same meaning as set out in the Data Protection Legislation.

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

BID Monitoring Group means a forum consisting of the following representatives for each of the parties:

- (a). Company: (i) the Chief Executive and (ii) a Manager in the company; and
- (b). Council: (i) the Assistant Director, Regeneration & Strategic Housing and (ii) the Corporate Head of Contracts.

2. Statutory Authority

- 2.1. This Agreement is made pursuant to Part IV of the Local Government Act 2003, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.

3. Commencement and Duration

- 3.1. The term of this Agreement shall take effect upon the 1 January 2020 and, unless terminated in accordance with the terms of this Agreement or the Operating Agreement, automatically expire on the 31 December 2024.

4. The Council's Obligations

- 4.1. The Council agrees to:
 - 4.1.1. provide the Standard Services set out in Schedule 2 (whether itself or via third parties) within the BID Area at its own cost;
 - 4.1.2. 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:

- 4.1.2.1. identify which part or parts of the Standard Services it is unable to provide;
- 4.1.2.2. provide a detailed explanation of why such identified part of the Standard Service is to be withdrawn; and
- 4.1.2.3. 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;
- 4.1.3. implement such recommendations in the carrying out or provision of the Standard Services as may be made by the BID Monitoring Group where it considers it appropriate and economical so to do;
- 4.1.4. upon receipt of a Failure Notice issued by the BID Monitoring Group, to carry out a review of the provision of the Standard Service and to use reasonable endeavours to secure the improvement of the Standard Service such that they meets the Baseline Criteria; and
- 4.1.5. except for in exceptional circumstances not to remove or change any contractor(s) responsible for providing the Standard Services without first informing the Company stating:
 - 4.1.5.1. the identity of the contractor being removed;
 - 4.1.5.2. the Standard Service which such contractor is responsible for providing; and
 - 4.1.5.3. 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 BID Monitoring Group 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 BID Company;

- 5.1.3 review any Failure Notices served by the BID Company and steps which should be taken to secure the proper carrying out of the Standard Services; and
- 5.1.4 identify the need for any improvement or alteration to the Standard Services and/or Baseline Criteria.

5.2 Where the Council is required to make amendments to the Standard Services due to economic, or due to legislative reasons, it will consult both the BID, and BID Monitoring Group before making the required amendments if it still deems it necessary to do so.

5.3 The BID Monitoring Group shall meet at least biannually (i.e. at 6 month intervals) throughout the term of this Agreement, to be agreed by the Group. For the avoidance of doubt, each of the Council and Company agree that the Company shall only prepare papers for BID Monitoring Group meeting that takes place on or around the anniversary of the commencement of this Agreement and the final meeting prior to the expiry of this Agreement.

5.4 Additional meetings of the BID Monitoring Group shall be arranged by the service of not less than 21 days' written notice by either party on the other specifying the date, time and venue of the proposed meeting.

5.5 Notwithstanding the provisions of this clause 5, either party may raise any relevant issues at any of the BID Monitoring Group meetings that concern the operation of the BID and any associated activities.

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 BID Monitoring Group and take such action as may be appropriate; and
- 6.1.2. to carry out an annual review of the Standard Services and make such amendments to the level of services as may be required.

7. Licence

7.1. Subject to 6.2 below the Council hereby grants licence to the Company and its agents 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 6.1 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.

8. Data Protection

8.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and the Company is the Processor. The only processing that the Company is authorised to do is listed in Schedule 3 and may not be determined by the Company.

8.2. The Company shall notify the Council immediately if it considers that any of the Council's instructions infringe the Data Protection Legislation.

8.3. The Company shall provide all reasonable assistance to the Council in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the company include:

8.3.1. a systematic description of the envisaged processing operations and the purpose of the processing;

8.3.2. an assessment of the necessity and proportionality of the processing operations in relation to the services;

8.3.3. an assessment of the risks to the rights and freedoms of Data Subjects;
and

8.3.4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

8.4. The Company shall, in relation to any Personal Data processed in connection with its obligations under the Agreement:

8.4.1. process that Personal Data only in accordance with Schedule 3, unless the Company is required to do otherwise by Law. If it is so required the

Company shall promptly notify the Council before processing the Personal Data unless prohibited by Law;

8.4.2. ensure that it has in place Protective Measures, which have been reviewed and approved by the Council as appropriate to protect against a Data Loss Event having taken account of the:

8.4.2.1. nature of the data to be protected;

8.4.2.2. harm that might result from a Data Loss Event;

8.4.2.3. state of technological development; and

8.4.2.4. cost of implementing any measures.

8.4.3. ensure that Company Personnel do not process Personal Data except in accordance with the Agreement (and in particular Schedule 3 and clause 7.1)

8.5. In relation to Company Personnel, the Company shall take all reasonable steps to ensure the reliability and integrity of any Company Personnel who have access to the Personal Data and ensure that they:

8.5.1. are aware of and comply with the Company's duties under this clause 8;

8.5.2. are subject to appropriate confidentiality undertakings with the Company or any Sub-processor;

8.5.3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council or as otherwise permitted by this Agreement; and

8.5.4. have undergone adequate training in the use, care, protection and handling of Personal Data.

8.6. The Company shall not transfer Personal Data outside of the EEA unless the prior written consent of the Council has been obtained and the following conditions are fulfilled:

- 8.6.1. the Council or the Company has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of GDPR or Article 37 of the Law Enforcement Directive (Directive (EU) 2016/680)) as determined by the Council;
 - 8.6.2. the data subject has enforceable rights and effective legal remedies;
 - 8.6.3. the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Council in meeting its obligations); and
 - 8.6.4. the Company complies with any reasonable instructions notified to it in advance by the Council with respect to the processing or the Personal Data;
 - 8.6.5. at the written direction of the Council, delete or return Personal Data (and any copies of it) to the Council on termination of the Agreement unless the Company is required by Law to retain the Personal Data.
- 8.7. Subject to clause 8.8 the Company shall notify the Council immediately if it:
- 8.7.1. receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 8.7.2. receives a request to rectify, block or erase and Personal Data;
 - 8.7.3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 8.7.4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - 8.7.5. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 8.7.6. becomes aware of a Data Loss Event.

- 8.8. The Company's obligation to notify under clause 8.7 shall include the provision of further information to the Council immediately and as and when further details become available.
- 8.9. Taking into account the nature of the processing, the Company shall provide the Council with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 8.7 (and insofar as possible within the timescales reasonably required by the Council) including by promptly providing:
- 8.9.1. such assistance as is reasonably requested by the Council to enable the Council to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 8.9.2. the Council, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 8.9.3. assistance as requested by a Council following any Data Loss Event; and
 - 8.9.4. assistance as requested by the Council with respect to any request from the Information Commissioner's Office, or any consultation by the Council with the Information Commissioner's Office.
- 8.10. The Company shall maintain complete and accurate records and information to demonstrate its compliance with the clause. This requirement does not apply where the Company employs fewer than 250 staff, unless:
- 8.10.1. the Council determines that the processing is not occasional;
 - 8.10.2. the Council determines the processing includes special categories or data as referred to Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - 8.10.3. the Council determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 8.11. The Company shall allow for audits of its Data Processing activity by the Council or the Council's designated auditor.

- 8.12. The Company shall designate a data protection officer if required by the Data Protection Legislation.
- 8.13. Before allowing any Sub-processor to process Personal Data related to this Agreement, the Company must:
- 8.13.1. notify the Council in writing of the intended Sub-processor and processing;
 - 8.13.2. obtain the written consent of the Council;
 - 8.13.3. enter into a written agreement with the Sub-processor which gives effect to the terms set out in this clause such that they apply to the Sub-processor; and
 - 8.13.4. provide the Council with such information regarding the Sub-processor as the Council may reasonably require.
- 8.14. The Company shall remain fully liable for all acts or omissions of any Sub-processor.
- 8.15. The Company may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 8.16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Council may on not less than 30 Working Days' notice to the Company amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 8.17. Upon termination of the Contract the Company shall:
- 8.17.1. cease processing Personal Data on behalf of the Council; and
 - 8.17.2. at the Council's request, either forthwith return to the Council all copies of the Personal Data which it is processed on behalf of the Council, or destroy the same within 14 days of being requested to do so by the Council.

- 8.18. The Company shall ensure that all personnel do not publish, disclose or divulge any of the Personal Data to any third party, unless directed in writing by the Council to do so.

9. Confidentiality And Freedom Of Information

- 9.1. A party (receiving party) shall keep in strict confidence all technical and commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under this agreement, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to this agreement. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 9 shall survive termination of this agreement.
- 9.2. The Company acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) and the Company shall assist and co-operate with the Council (at the Council's expense) to enable the Council to comply with these information disclosure requirements. The Company agrees that it shall not charge costs incurred by the Company where any resource utilised or action taken does not result in costs, or results in only a minor cost, to the Company.
- 9.3. The Company shall and shall procure that its staff including its subcontractors ,shall:
- 9.3.1. transfer any 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;
- 9.3.2. provide the Council with a copy of all information in the Company's possession or power as reasonably requested by the Council 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

9.3.3. 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 section 10 of the FOIA or regulation 5 of the Environmental Information Regulations 2004.

9.4. The Council shall be responsible for determining at its absolute discretion whether the information:

9.4.1. is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations 2004;

9.4.2. 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.

9.5. In no event shall the Company respond directly to a request for information unless expressly authorised to do so by the Council.

9.6. The Company acknowledges that the Council may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the Environmental Information Regulations 2004 to disclose information:

9.6.1. without consulting with the Company; or

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

provided always that where clause 9.6.1 applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Company advanced notice, or failing that, to draw the disclosure to the Company's attention after any such disclosure.

9.7. The Company shall ensure that all information produced in the course of the agreement or relating to the agreement is retained for disclosure for six (6) years

after expiry or earlier termination and shall permit the Council to inspect such records as requested from time to time.

10. Termination

10.1. This Agreement shall be terminated upon any of the following occurring:

10.1.1. 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;

10.1.2. the early Termination of the BID and the giving of relevant notices as required by the Regulations and the Operating Agreement;

10.1.3. the termination of the Operating Agreement; or

10.1.4. the agreement of both parties

11. Notices

11.1. Any notice or other communication required to be given under this Agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to the party required to receive the notice or communication at its address as set out above or as otherwise specified by the relevant party by notice in writing to the other party.

11.2. Any notice or other communication shall be deemed to have been duly received:

11.2.1. if delivered personally, when left at the address and for the contact referred to in this clause;

11.2.2. if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second working day after posting;

11.2.3. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or

11.2.4. Electronic Communication (provided that it is in legible form and is capable of being used for subsequent reference).

12. Miscellaneous

12.1. 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

- 12.2. The headings appearing in this Agreement are for ease of reference only and shall not affect the construction of this Agreement.
- 12.3. 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
- 12.4. 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
- 12.5. References to the Council include any successors to its functions as local authority
- 12.6. References to statutes, bye laws, regulations, orders, delegated legislation shall include any such instrument re-enacting or made pursuant to the same power

13. Exercise of the Council's Powers

- 13.1. 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.

14. Contracts (Rights of Third Parties)

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

15. Resolution and Arbitration of Disputes

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

- 15.1.1. 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 Executive Director of Place and the Company's Chairman for joint resolution.

- 15.1.2. 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
- 15.1.3. 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
- 15.1.4. 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
- 15.1.5. In the event of a reference to arbitration the parties agree to:
- 15.1.5.1. prosecute any such reference expeditiously; and
 - 15.1.5.2. 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.
- 15.1.6. The award shall be in writing signed by the arbitrator
- 15.1.7. The award shall be final and binding both on the parties and on any persons claiming through or under them.

16. Law and Jurisdiction

- 16.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales and without prejudice to the dispute resolution procedure set out in clause 15 each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

This Agreement has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it:

THE **COMMON SEAL** of **THE MAYOR AND**)
BURGESSES OF THE ROYAL BOROUGH)
OF KINGSTON UPON THAMES was hereunto)
affixed as a deed in the presence of :-)

Signature _____

Name _____

Authorised Signatory in accordance with Meeting Procedure Rule 34.

Seal Register No.: _____

Duly authorised for and on behalf of **Kingston First Limited**

By:

Signature:

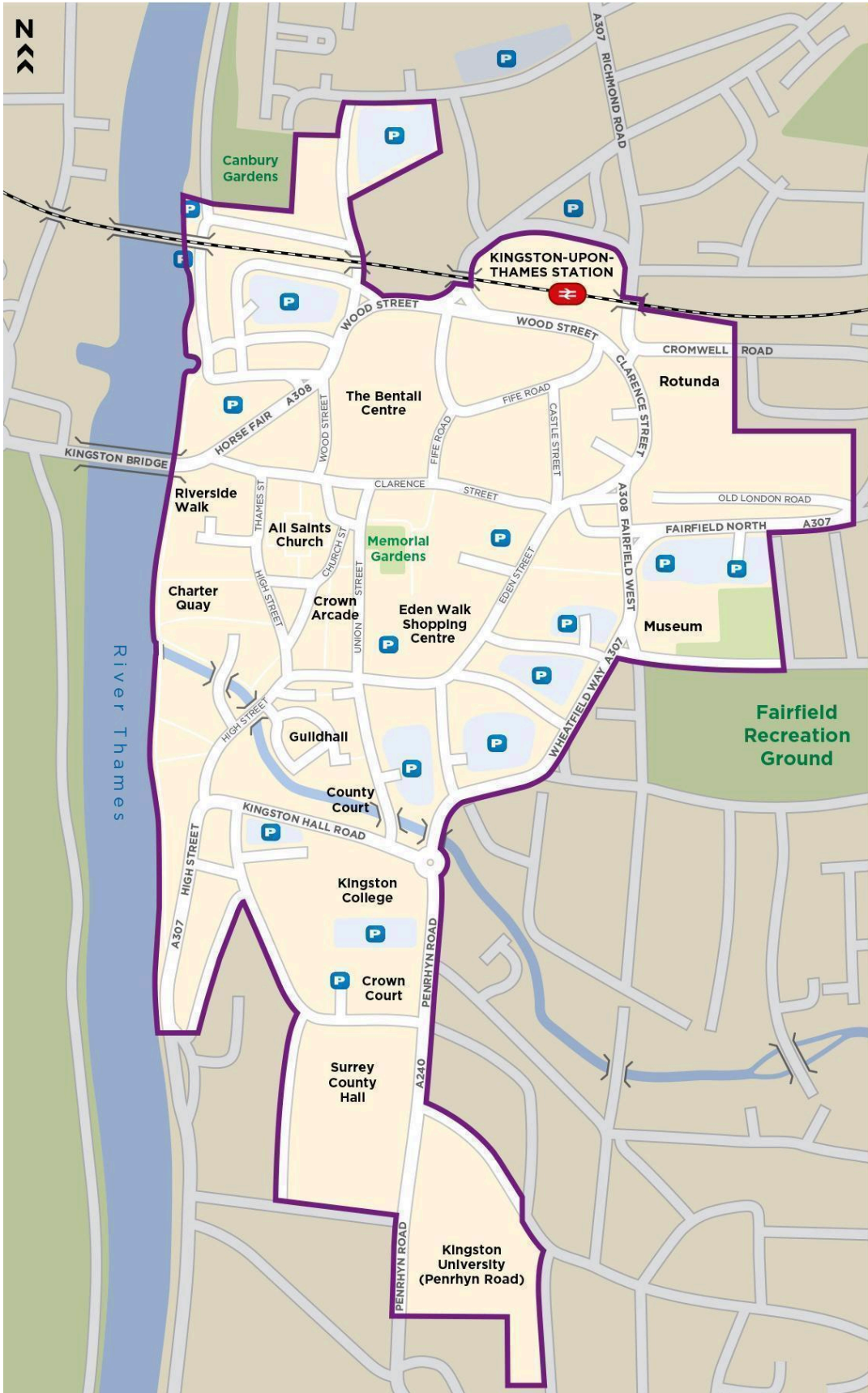
Name (Director/Secretary)

and:

Signature: _____

Name (Director/Secretary)

SCHEDULE 1: BID AREA



SCHEDULE 2: STANDARD SERVICES

Service No. 1: CCTV (Both the Council and the Company agree and acknowledge that this is not a statutory service for the purposes of the Standard Services)

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.
Key Performance Indicator	Performance Ratings are measured by auditable standards.
Non-compliance procedure	Linked to Council’s contractual process on the related contract for service provision
Council Responsible Officer	Head of Facilities Management, Corporate Landlord

Service No. 2: Winter Gritting

Number of Staff and Equipment	<p>Winter Gritting Services are contracted to Veolia Environmental Services to 2025 (new service from 1st April 2025 currently being recommissioned). Resource is as required, dependent on weather conditions.</p> <p>Vehicle Fleet comprises</p> <ul style="list-style-type: none"> ● 4 large gritters; and ● 2 small gritters <p>Hand gritting equipment and salt bins are also provided for use in high footfall areas as appropriate</p>
Specification	Highway gritting during risk of ice or snow, footway gritting in periods of extreme cold weather
Key Performance Indicator	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 the Contract Manager to investigate and rectify.
Council Responsible Officer	Corporate Head of Contracts

Service No. 3: Household waste and recycling collection

Number of Staff and Equipment	Provided via contract with Veolia Environmental Services until 2025 (new service from 1st April 2025 currently being recommissioned)
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.
Key Performance Indicator	<p>Number of missed collection per 100,000 across all waste types, calculated based on all household properties in the borough.</p> <p>Percentage of missed collections remedied within 48 hours (or two working days)</p> <p>Repeat (2 or more occasions from the same address in any 8 week rolling period) missed collections.</p>
Non-compliance procedure	Complaints and missed collections reports logged through the Customer Contact Centre and/or online on the website.
Council Responsible Officer	Corporate Head of Contracts

Service No. 4: Street Cleansing

<p>Number of Staff and Equipment</p>	<p>Street Cleansing Services are contracted to Veolia Environmental Services until 2025 (new service from 1st April 2025 currently being recommissioned boroughwide).</p> <p>Given this, and the developments related to the market square area, it is possible that the services outlined below will need to be reviewed and / or amended in due course, in line with the approach set out within the Baseline Agreement.</p> <p>Three town centre sweepers (am and pm shifts) with additional 6-month resource in the summer months dedicated to the riverside area).</p> <p>This is further supplemented by a neighbourhood mobile response crew that clears flytips and removes litter bin waste, a mechanical cleaning resource, gully cleansing team that deals with roadside gullies and appropriate management and supervision of all operations.</p>
<p>Specification</p>	<p>To maintain acceptable level of cleanliness as defined in DEFRA's Code of Practice on Litter (Public Highway only (with the exception of publicly accessible areas of Charter Quay where by separate arrangement litter bins are emptied).</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.</p> <p>Operates between 7am and 10pm weekdays, and 7am and 8pm at weekends.</p> <p>Note; removal of fly posting and graffiti from public property (only) is undertaken by the Council's Neighbourhood Ranger team</p> <p>Additional cleaning and commercial waste removal is provided to support the operation of the Ancient Market, subject to separate agreement.</p>
<p>Key Performance Indicator</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 and remove fly tips promptly</p>

Council Responsible Officer	Corporate Head of Contracts
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DRAFT

Service No. 5: 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 food and safety complaints against all food business operators and commercial premises within the shared service.
Key Performance Indicator	Inspections completed within the annual risk rated programme. Service requests responded to within 3 working days.
Non-compliance procedure	Legal framework underpinned by Regulatory Services Enforcement Policy.
Council Responsible Officer	Group Manager - Regulatory Services

DK

Service No. 6: 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.
Key Performance Indicator	Number of premises brought into compliance. Service requests responded to within 3 working days.
Non-compliance procedure	Legal framework underpinned by Regulatory Services Enforcement Policy.
Council Responsible Officer	Group Manager - Regulatory Services

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Service No. 7: Environmental Enforcement

Number of Staff and Equipment	4 FTE across London Borough of Sutton and Royal Borough of Kingston. Gloves, bags, vehicles.
Specification	<p>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.</p> <p>The team also investigates 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 uses a range of interventions on an escalating scale, including formal notices, community protection orders, fixed penalty notices and ultimately prosecution.</p>
Key Performance Indicator	Number of premises brought into compliance with trade waste disposal obligations. Service requests responded to within 3 working days
Non-compliance procedure	Legal framework underpinned by Regulatory Services Enforcement Policy.
Council Responsible Officer	Group Manager - Regulatory Services

Service No. 8: 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.
Key Performance Indicator	Inspections completed within the annual risk rated programme. Number of premises brought into compliance. Service requests responded to within 3 working days.
Non-compliance procedure	Legal framework underpinned by Regulatory Services Enforcement Policy. Licensing Act and Gambling Act contain licence review provisions.
Council Responsible Officer	Group Manager - Regulatory Services

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Service No. 9: Pollution Control

Number of Staff and Equipment	3 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.
Key Performance Indicators	Inspections completed within the annual risk rated programme (Pollution Permits). Air Quality Action Plan interventions. Service requests responded to within 3 working days
Non-compliance procedure	Legal framework underpinned by Regulatory Services Enforcement Policy.
Council Responsible Officer	Group Manager - Regulatory Services

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Service No.10: Grounds maintenance and trees

Number of Staff and Equipment	3 FTE monitoring the contracts across the whole Borough, services outsourced.
Specification	<p>Trees - trees on the public highway are maintained on a 3 year cyclical schedule for inspection and pruning. Inspections and works instructions made by suitably qualified Council officer. Emergency responsive works (including out of hours) as required.</p> <p>Grounds maintenance - Daily litter collection in War Memorial Gardens. Grass cut approximately every 15 working days during the growing season. Shrubs beds within town centre ring road maintained quarterly, except where adopted.</p>
Key Performance Indicator	There are contractual KPIs relating to completion timescales and quality of works with monthly contractual performance meetings held.
Non-compliance procedure	<p>Raise non-compliance with the RBK client team.</p> <p>Client team will monitor, and escalate to the contractor where necessary.</p>
Council Responsible Officer	Corporate Head of Contracts

Service No. 11: Highways & Transport

(a). 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.
Key Performance Indicator	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.
Council Responsible Officer	Group Manager, Highways & Transport

(b). 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.

Key Performance Indicator	Financial penalties
Non-compliance procedure	Fixed Penalty Notices
Council Responsible Officer	Group Manager, Highways & Transport

(c). 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.
Key Performance Indicator	Street lighting repairs will be treated as an emergency or repaired within 5 working days.
Non-compliance procedure	
Council Responsible Officer	Group Manager, Highways & Transport

Service No. 12: Gully Cleansing

Number of Staff and Equipment	2 FTE and 1 dedicated gully vehicle (across whole borough) [subject to terms of new contract currently being commissioned for April 2025 start]
Specification	Town Centre road gullies cleaned once every two years as a minimum and high risk gullies annually.. The same vehicle also washes relevant bridges and subways. Resolution of blocked gullies and/or flooding.
Key Performance Indicator	Work completed to schedule.
Non-compliance procedure	Raise non-compliance with the RBK client team. Client team will monitor, and escalate to provider Veolia where necessary.
Council Responsible Officer	Corporate Head of Highways and Transport Contracts

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Service No. 13: Emergency Response

Number of Staff and Equipment	<p>3.5 Resilience Planning Team and a 24/7 on-call member of staff at Gold, Silver, LALO, Emergency Shelter Manager and Resilience Advisor.</p> <p>Emergency Shelter equipment for residents, workers and stranded shoppers if an area is evacuated.</p>
Specification	<p>On-call teams at Gold, Silver, LALO, Emergency Shelter manager and Resilience Advisor 24/7/365.</p> <p>Liaison with Emergency services to coordinate emergency response arrangements.</p> <p>Lead recovery arrangements</p>
Key Performance Indicator	<p>Performance Ratings are measured by auditable standards.</p> <p>LALO attendance within 1 hour of request by emergency services.</p>
Non-compliance procedure	<p>Linked to Council's contractual process on the related contract for service provision</p>
Council Responsible Officer	<p>Director of Corporate Services</p>

SCHEDULE 3: DATA PROTECTION SCHEDULE

1. The Company shall comply with any further written instructions with respect to the processing of persona data.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Detail s
Subject matter of the processing	Information relating to residents, users and businesses (including their employees) and required for the carrying out each parties obligations under or in connection with this Agreement.
Duration of the processing	The duration of this Agreement and for a reasonable thereafter in line with the Council's data retention policy.
Nature and purposes of the processing	To administer and manage the provisions of the services to the BID as set out in the BID Proposal within the BID Area.
Type of Personal Data	All personal data including as: name, address, employer (where appropriate), date of birth, NI number, telephone number, images etc.
Categories of Data Subject	TBC
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	As per guidelines TBC