

## **BASELINE AGREEMENT**

**Dated**

**Between**

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF  
SUTTON  
(the Council)

**and**

KIMPTON INDUSTRIAL PARK PROPRIETORS ASSOCIATION  
LIMITED  
(the BID Company)

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## **Baseline Agreement for Provision of Standard Services**

**Dated 1<sup>st</sup> April 2009**

### **Between**

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SUTTON** (the Council) of Civic Offices, St Nicholas Way, Sutton, SM1 1EA; and
  - (2) **KIMPTON INDUSTRIAL PARK PROPRIETORS ASSOCIATION LIMITED** (the BID Company) registered as a company limited by guarantee in England with company number 6867537 whose registered office is at ABC Hire, 2 Wealdstone Road, Sutton, Surrey SM3 9QN
- A The BID Company has proposed the establishment of a Business Improvement District (BID) for the Kimpton Industrial Park for a period of five years commencing 1 April 2009 and concluding on 31 March 2014
- 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 BID 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 Benchmark Criteria against which the provision of the Standard Services are to be assessed.

### **It is agreed:**

#### **1 Definitions**

**Benchmark 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 the Schedule

**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

**Best Value Review** means the review to be carried out by the Council in accordance with Section 5 of the Local Government Act 1999

**BID Area** means that area within which the BID operates (as described in the Operating Agreement)

**BID** means the Business Improvement District which is managed and operated by the BID 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** means any agreement entered into between the Council and the BID 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

**Failure Notice** means a notice served by the BID Company which:

- (a) sets out the Standard Service which the notice relates to;
- (b) states which of the Benchmark Criteria are not being adhered to by the contractor or provider of the Standard Service;
- (c) requests the Council to liaise directly with the provider or contractor for the purposes of securing compliance with the Benchmark Criteria

**Operating Agreement** means the agreement entered into on \*\* between the Council and the BID Company which sets out various procedures for the collection monitoring and enforcement of the BID Levy

**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 and the remainder of its Borough as set out in the Schedule 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 two representatives from the BID Company

## **2 Statutory Authorities**

2.1 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

## **3 Commencement**

3.1 The terms of this Agreement shall take effect upon the date of this Agreement

## **4 The Council's Obligations**

4.1 The Council agrees to the following:

4.1.1 to provide the Standard Services 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 in respect of any of those Standard Services set out in the Schedule or its having insufficient funds to secure the provision of any of those Standard Services it shall carry out the following for the BID Company:

- (a) identify which part or parts of the Standard Services it is unable to provide;
- (b) provide a detailed explanation of why such identified Standard Service is to be withdrawn; and
- (c) state the date upon which the Council will cease to operate the identified Standard Service.

- 4.1.3 to use reasonable endeavours to liaise with and (where the Council considers it to be practicable) 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 and to liaise with the Complementary Service Provider (where appropriate) for the purposes of conducting any Best Value Review
- 4.1.4 to implement such recommendations in the carrying out or provision of the Standard Services as may be made by the Standard Services Review Panel
- 4.1.5 Not less than two months prior to conducting a Best Value Review to notify the BID Company informing it of the timescales for carrying out any Best Value Review and thereafter to consult with the BID Company for the purposes of carrying out the Best Value Review;
- 4.1.6 pursuant to clause 4.1.5 above to review the provision of the Standard Services as part of the Best Value Review process and where appropriate and agreed with the BID Company to update the Benchmark Criteria in accordance with the conclusions reached as part of the Best Value Review
- 4.1.7 upon receipt of a Failure Notice from the BID Company to carry out a review of the performance of the contractor or provider of the Standard Service and to use reasonable endeavours to secure the improvement of the Standard Service from the contractor or provider to meet the Benchmark Criteria and in the event of a continued failure by such provider or contractor to meet the Benchmark Criteria to consult with the BID Company with regard to the appointment of an alternative contractor or provider for the relevant Standard Service
- 4.1.8 not to remove or change any contractor(s) responsible for providing the Standard Services without first serving no less than 2 months' written notice on the BID Company stating:
  - (a) the removal or alteration of such contractor;
  - (b) the Standard Service which such contractor is responsible for providing; and
  - (c) the details of the new contractor appointed to provide the Standard Services(s)

## **5 Monitoring and Review**

- 5.1 The Council and the BID 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 BID 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 to make such improvements and/or alteration to the Standard Services and/or Benchmark Criteria as is appropriate to comply with or meet Best Value Indicators
  - 5.1.4 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;
  - 5.1.5 identify the need for any improvement or alteration to the Standard Services and/or Benchmark Criteria
- 5.2 In the event that the Council is also providing Complementary Services pursuant to a Complementary Services Agreement the Council and the BID Company agree that the Standard Services Review Panel shall carry out all duties and obligations as set out in the Complementary Services Agreement
- 5.3 The Standard Services Review Panel shall meet not less than once a year.

## **6 Joint Obligations**

6.1 Both the Council and the BID 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

6.1.2 To carry out an annual review of the Standard Services to be provided and make such amendments to the level of services as may be required.

## **7 Licence**

7.1 The Council hereby grants licence to the BID Company, its agents or Complementary Service Provider to enter onto into or upon any land within the Council's Ownership or the highway for the purposes of the BID Company its agents or Complementary Service Provider carrying out any function or service required or secured (or any ancillary function) for the operation of the BID

## **8 Termination**

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

- (a) 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;
- (b) the early Termination of the BID and the giving of relevant notices as required by the Regulations and the Operating Agreement; or
- (c) the agreement of both parties

## **9 Confidentiality**

9.1 Both the Council and the BID 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 Deed 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 Chief Executive at the Council's address or specified above;

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

10.2.3 registered or recorded delivery post.

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 Deed are for ease of reference only and shall not affect the construction of this Deed

11.3 For the avoidance of doubt the provisions of this Deed (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 Deed

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 Arbitration**

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 referred to arbitration before a single arbitrator

14.1.2 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

14.1.3 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

14.1.4 In the event of a reference to arbitration the parties agree to:

- (a) prosecute any such reference expeditiously; and
- (b) 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

14.1.5 The award shall be in writing signed by the arbitrator

14.1.6 The award shall be final and binding both on the parties and on any persons claiming through or under them]

Executed on behalf or Signed by the parties [or their duly authorised representatives]

The Common Seal of THE MAYOR )  
AND BURGESSES OF THE )  
LONDON BOROUGH OF )  
SUTTON )  
was hereunto affixed in the presence )  
of: )  
)

Authorised Signatory in accordance  
with Standing Order42.

The Common Seal of KIMPTON )  
INDUSTRIAL PARK )  
PROPRIETORS )  
ASSOCIATION LIMITED )  
was hereunto affixed in the presence )  
of: )

Authorised Signatory

## SCHEDULE

### Standard Services and Benchmark Criteria

#### Carriageway Maintenance

Council Service Department	Highways & Transport Environmental Services Shared Service Kingston & Sutton
Manager Details	Mervyn Bartlett - Group Manager, 24 Denmark Road, Carshalton, SM5 2JG, (020) 8770 5070 - contact via "Report It" - <a href="https://www.sutton.gov.uk/">https://www.sutton.gov.uk/</a>
Service Provider Details	General Repairs (e.g. patching up of carriageways): Contractor: RJ Dance Ltd Resurfacing: Contractor: Conways Ltd Line Markings Contractor: RJ Dance
Coverage	All roads on the Kimpton Industrial Estate
Benchmark Criteria	Annual condition inspection and annual fault inspection for all carriageways. Reaction time: under 24 hours for emergency work; typically 28 days for planned maintenance work.

#### Cleansing

Council Service Department	Environment, Housing and Regeneration Parks, Street Cleansing and Waste
Contact Details	Mark Dalzell Head of Neighbourhood Services - 24 Denmark Road, Carshalton, SM5 2JG, (020) 8770 5070 - contact via "Report It" - <a href="https://www.sutton.gov.uk/">https://www.sutton.gov.uk/</a>
Service Provider Details	Street Cleansing Services – Mechanical sweeper for carriageway and kerb line cleaning. Litter picking by a manual member of staff.)
Coverage	Whole of Borough service All Roads on Kimpton Industrial Estate
Benchmark Criteria	Frequency of cleansing – Mechanical Weekly - Manual Fortnightly

#### Closed Circuit Television

Council Service Department	The CCTV service is under the control of the Assistant Director of Environment, Housing and Regeneration (Safer and Stronger Communities) . The CCTV system is controlled and managed by the Safer Sutton
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	Partnership Service on behalf of the London Borough of Sutton.
Contact Details	Sutton Police Station, 6 Carshalton Road, Sutton, SM1 4RF Tel no: 020 8649 0405 Fax no: 020 8649 0606 Glenn Phillips – Partnership Manager <a href="mailto:glen.phillips@sutton.gov.uk">glen.phillips@sutton.gov.uk</a> John Beckett -Project and Services Officer <a href="mailto:john.beckett@sutton.gov.uk">john.beckett@sutton.gov.uk</a>
Contractor Details	Maintenance of the CCTV system is provided by a contractor. The current contract is: Chroma Vision Limited Acorn House Acorn Close Five Oak Green Tonbridge Kent TN12 6RH Liam Swaffield - Account Manager Tel no: 01892 832112
Coverage	There are eleven cameras placed in and around the Kimpton Industrial Estate as well as ANPR cameras at all three vehicle entrances to the estate.
Benchmark Criteria	Eleven cameras and Three ANPR camera locations Hours of operation – monitored 24 hours a day Time taken to repair faulty camera – dependant on nature of fault but will be between 4 hours and three days with most faults dealt with within 24 hours of call being placed. Any requests to view footage in line with current legislation must be made by KIPPA through SSPS who, if after viewing the footage the matter is deemed to be a civil matter, SSPS will in line with current statute and taking regard of the Surveillance Camera Code of Practice will advise the requestor and KIPPA on how best to proceed. However if on viewing the footage it's deemed the matter is a criminal activity SSPS will advise KIPPA to report it to the Police and for them to request from SSPS the footage as evidence. SSPS will deal with KIPPA but not individual businesses on the estate.

#### Crossovers

Council Service Department	Environment & Neighbourhoods – Street Scene Services - Highways
Contact Details	Mervyn Bartlett - Group Manager, 24 Denmark Road, Carshalton, SM5 2JG, (020) 8770 5070 - contact via "Report It" -

	<a href="https://www.sutton.gov.uk/">https://www.sutton.gov.uk/</a>
Service Provider Details	Contractor: R J Dance Ltd On payment of the appropriate fee the Highways Service will provide a quotation for constructing a crossover provided there is safe access.
Coverage	All areas on the Kimpton Industrial Estate
Benchmark Criteria	The quotation will be provided within 10 working days of payment of the appropriate fee

#### Fly tipping and Dumped Waste

Council Service Department	Environment & Neighbourhoods – Street Cleansing
Contact Details	Mark Dalzell Head of Neighbourhood Services - 24 Denmark Road, Carshalton, SM5 2JG, (020) 8770 5070 - contact via "Report It" - <a href="https://www.sutton.gov.uk/">https://www.sutton.gov.uk/</a>
Service Provider Details	Service is activated in response to Supervisor inspections, complaints from businesses and members of the public.
Coverage	All public highway on Kimpton, this does not include any private land
Benchmark Criteria	Hazardous waste made safe within 2 hours of report. Non hazardous waste removed within 24 hours during working hours, or made safe and removed with 48 hours outside of these times.

#### Footway Maintenance

Council Service Department	Highways & Transport Environmental Services Shared Service Kingston & Sutton
Contact Details	Mervyn Bartlett - Group Manager, 24 Denmark Road, Carshalton, SM5 2JG, (020) 8770 5070 - contact via "Report It" - <a href="https://www.sutton.gov.uk/">https://www.sutton.gov.uk/</a>
Service Provider	General Repairs Contractor: RJ Dance Ltd

Details	Resurfacing: Contractor: Conways Ltd
Coverage	All roads on the Kimpton Industrial Estate
Benchmark Criteria	Annual condition inspection. Reaction time: 24 hours for emergency work; typically 30 days for non-urgent maintenance work.

### Parks, Open Spaces, Trees and Verges

Council Service Department	Environment, Housing and Regeneration Parks, Street Cleansing and Waste																				
Contact Details	Mark Dalzell Head of Neighbourhood Services - 24 Denmark Road, Carshalton, SM5 2JG, (020) 8770 5070 - contact via "Report It" - <a href="https://www.sutton.gov.uk/">https://www.sutton.gov.uk/</a>																				
Contract Outsourced	Parks maintenance, tree maintenance and verge maintenance – Idverde																				
Coverage	Borough wide service																				
Benchmark Criteria	<p>Parks: maintained as per agreed schedule of works.  Trees: inspected on a four-yearly cycle and work arranged to keep them safe and minimize inconvenience to residents and businesses. Limited responsive work is undertaken to deal with urgent issues. In addition a 24 hour, 365 days a year emergency response service is provided.  Verges: Thirteen cuts scheduled on all verges. Actual dates of mowing will vary according to growing conditions.</p> <table> <thead> <tr> <th>Month</th> <th>Number of Cuts</th> </tr> </thead> <tbody> <tr> <td>February/</td> <td></td> </tr> <tr> <td>March</td> <td>1 cut</td> </tr> <tr> <td>April</td> <td>2 cuts</td> </tr> <tr> <td>May</td> <td>2 cuts</td> </tr> <tr> <td>June</td> <td>2 cuts</td> </tr> <tr> <td>July</td> <td>1 cut</td> </tr> <tr> <td>August</td> <td>1 cut</td> </tr> <tr> <td>September</td> <td>2 cuts</td> </tr> <tr> <td>October/November</td> <td>2 cuts</td> </tr> </tbody> </table>	Month	Number of Cuts	February/		March	1 cut	April	2 cuts	May	2 cuts	June	2 cuts	July	1 cut	August	1 cut	September	2 cuts	October/November	2 cuts
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### Removal of Abandoned Vehicles

Council Service Department	Environment Service Shared Kingston & Sutton
Contact Details	Jan Gransden Group Manager Regulatory Services Kingston & Sutton Shared Environment Service 24 Denmark Road, Carshalton, SM5 2JG, (020) 8770 5070 - contact via "Report It" - <a href="https://www.sutton.gov.uk/">https://www.sutton.gov.uk/</a>
Service Provider Details	Reporting procedure – telephone 020 8770 5070 or web reporting <a href="http://suttondirect.sutton.gov.uk/arsys/apps/lbs-css/Report+It/Report+It/Create/?F840100021=180&amp;cacheid=54093e83">http://suttondirect.sutton.gov.uk/arsys/apps/lbs- css/Report+It/Report+It/Create/?F840100021=180&amp;cacheid=54093 e83</a>
Coverage	Borough wide service All of Kimpton Industrial Area

Benchmark Criteria	<p>We investigate abandoned vehicles within 7 working days of a report being made to the Contact Centre or Service Manager.</p> <p>Where vehicles appear to be abandoned but are not in a dangerous condition, a 7 day notice is applied. With <b>abandoned vehicles of high value (i.e. over £5,000 at auction)</b> the owner is usually sent a letter advising the vehicle is to be disposed of within 7 days.</p> <p>Where the vehicle is found to be in a dangerous condition (burnt-out or totally wrecked) it is removed as quickly as possible, <b>a 24 hour notice having been served on the vehicle.</b></p>
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### Street Lighting

Council Service Department	Highways & Transport Environmental Services Shared Service Kingston & Sutton 24 Denmark Road, Carshalton, SM5 2JG.
Contact Details	Mervyn Bartlett - Group Manager, 24 Denmark Road, Carshalton, SM5 2JG, (020) 8770 5070 - contact via "Report It" - <a href="https://www.sutton.gov.uk/">https://www.sutton.gov.uk/</a>
Service Provider Details	Reporting procedure – telephone 020 8770 5070 or web reporting <a href="http://suttondirect.sutton.gov.uk/arsys/apps/lbs-css/Report+It/Report+It/Create/?F840100021=180&amp;cacheid=54093e83">http://suttondirect.sutton.gov.uk/arsys/apps/lbs-css/Report+It/Report+It/Create/?F840100021=180&amp;cacheid=54093e83</a>
Coverage	Borough wide maintenance of street lights and illuminated signs
Benchmark Criteria	<p>Planned Tasks:</p> <ul style="list-style-type: none"> <li>- Cleaning -Annually for illuminated signs. In conjunction with lamp change for conventional lamps. Every six years for LED lighting units.</li> <li>- Block changing of lamps (3, 4 or 6 years for street lights, depending on the type of lamp. Annually for signs).</li> <li>- Block Changing of LED Drivers – every ten years.</li> <li>- Visual condition inspection – Annually for illuminated signs. In conjunction with lamp change for conventional lamps.</li> <li>- Detailed structural assessment (every six years)</li> <li>- Electrical testing (every six years)</li> <li>- Night scout all roads every two weeks</li> </ul> <p>Adhoc:</p> <ul style="list-style-type: none"> <li>- Repair of minor faults (light out etc) – Target for repair 3 working days.</li> <li>-</li> </ul> <p>outine Maintenance:</p>

	<p>repairs of a larger nature, such as replacement of defective lighting columns and lanterns - undertaken to agreed target dates.</p> <p>Emergency calls – attendance within 1 hr of notification</p>
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### Street Naming and Signs

Council Service Department	Highways & Transport Environmental Services Shared Service Kingston & Sutton 24 Denmark Road, Carshalton, SM5 2JG.
Contact Details	Mervyn Bartlett - Group Manager, 24 Denmark Road, Carshalton, SM5 2JG, (020) 8770 5070 - contact via "Report It" - <a href="https://www.sutton.gov.uk/">https://www.sutton.gov.uk/</a>
Service Provider Details	In-house service
Coverage	Borough wide. Highways service provides street name at each end of streets, public footpaths and other public or adopted highways. It also provides signs directing traffic to the Kimpton Industrial Estate.
Benchmark Criteria	Damaged signs are made safe within 24 hours Signs typically replaced within 6 weeks, depending on type of sign Street signs cleaned twice a year on regular maintenance schedule