

**BRACKNELL FOREST BOROUGH COUNCIL**

**SPECIFICATION**

**August 2019**

**ENFORCEMENT AND PARKING MANAGEMENT SERVICES**

This Specification sets out details as to how the Contract is to be performed and includes information as to the general operational expectations, operational constraints and service definitions.

**Bracknell Forest Borough Council**

**Time Square**

**Market Street**

**Bracknell**

**Berkshire**

**RG12 1JD**

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# GENERAL

**scope of contract**

This section sets out how the Contract is to be performed and includes details of the general operational expectations, operational constraints and service definitions.

## 1 OVERVIEW

* 1. The Council requires:

1. the provision and maintenance of a high quality customer experience by users of the Council’s car parks to which this Contract applies;
2. enforcement of the on-street Traffic Regulation Order and Resident Parking Scheme;
3. a well-functioning back office interface with all service users.

Contractors shall work with the Council and its partners to ensure such aspirations are met at all times.

## 2 CONTRACT MANAGEMENT

1. The Contractor shall provide and maintain, to the satisfaction of the Council, a 24 hour / 365 day point of contact to a senior manager who has authority to act in matters pursuant to this Contract. Any changes to such personnel by either party shall be notified to the other party as soon as is reasonably practicable.
2. All work shall be deemed as part of the fixed contract price for programmed work or at cost, unless otherwise specified and agreed via a contract variation.
3. Throughout the term of this Contract, the Contractor shall seek to enhance the performance of the Services through the concept of ‘continuous improvement’. The expectation is that the Contractor is at the forefront of technical solutions and is an ‘innovator’ with respect to parking matters. At all times, the Contractor should look to suggest options which will improve performance and reduce contract costs.
4. Staffing levels shall be monitored by the Board. Staff vacancies, sickness and disciplinary absences must be reported on a monthly basis. The Contractor can manage shortfalls in staffing levels with overtime payments and/or recruiting agency personnel where appropriate for a period not in excess of two months.
5. All relevant staff employed by the Contractor should have an up to date Disclosure and Barring Service check.

## 3 THE BOARD

* 1. The Council will establish a Strategic Partnership Contract Management Board (The Board) in order to ensure the overall delivery of the services associated with this Contract. The Board will meet quarterly. The arrangements including the timing and frequency of these meetings can be varied at any time at the discretion of the Council.
  2. Membership of the Board shall include a senior officer of the Council who, unless otherwise agreed, shall be responsible for arranging and chairing the meeting. The Authorised Officer will report to the Board and will provide a quarterly report on the performance of the Contract from the Council’s perspective. The Contractor shall be represented by a senior manager who shall also give a quarterly report as to the performance of the Contract from the Contractor’s perspective. Both reports shall include performance relative to the KPIs. The Contractor Representative and others will be invited as appropriate. Members of the Board shall act in a spirit of mutual trust and co-operation.
  3. Unless otherwise agreed, the Board will have its AGM during July. The AGM shall receive a presentation of the Contractor’s Annual Report. The report shall give a general review of the operational, environmental and equalities performance of the Contract over the previous year. It will also report achievement against KPIs and include the Contractor’s proposals for service development over the coming year (the Annual Plan). The final format of this report will be a matter for the Board.
  4. The functions of the Board include, but are not limited to,:

1. taking a strategic view of the impact of relevant issues affecting the two parties;
2. monitoring and reviewing the service-related risks and opportunities;
3. considering proposals for change to this Specification and to the Contract where this is in the interests of deriving better value for money/service quality;
4. driving effective performance management across the range of services;
5. stimulating continuous improvement in service planning and delivery;
6. championing effective working relationships between the two parties and with other stakeholders (particularly The Lexicon management);
7. reviewing operational delivery and driving a “no compromise” culture to health and safety;
8. promoting sustainability and the climate change agenda;
9. assisting the Contractor in identifying, recruiting, developing and retaining competent resources to meet the evolving needs of the Services;
10. monitoring achievement against defined programmes, strategic KPIs and milestones, and ensuring timely action is undertaken to remedy improvement areas;
11. reviewing the Contractor’s Annual Plan;
12. identifying the need for a contract variation.
    1. The Contractor shall be expected to propose potential added value/savings or revenue generating initiatives to the Board as part of its annual report, if not before. The Council shall consider any such proposal on its merits and will not unreasonably withhold permission, nor be bound to accept any such proposals.
    2. The Contractor’s contribution towards continuous improvement will be a factor taken into account at Contract renewal and needs to be noted formally throughout the period of the Contract and reported to the Board.
    3. The Board shall have the ability to vary the allocation and deployment of the FTE resource of the Contract to maximise revenue and Contract compliance, and deal with any other operational considerations as necessary. Board members can delegate this authority to the operational level if deemed appropriate and in order to ensure flexibility. The quarterly spend against staffing budget shall be reported to the Board. The staffing structure and/or the level of resource shall not be changed without the approval of The Board.

## 4 OPERATIONAL PARTNERSHIP CONTRACT MEETINGS

* 1. The quarterly Board meetings shall be complemented by fortnightly Operational Partnership Contract meetings between the Authorised Officer and the Contractor Representative (the Group). The role of the Group can be reviewed by the Board at any time but its function is to ensure effective day to day delivery of the Contract, and to receive and review monthly performance reports.
  2. The Contractor Representative or delegated officer shall be responsible for arranging the meetings, the production of agendas and notes of the meetings. The notes of these meetings shall be presented as a standard information item to the Board and any key issues highlighted.
  3. The functions of the Group include, but are not limited to,:

1. developing the partnership relationship;
2. seeking opportunities for continuous improvement;
3. monitoring day to day Contractor performance;
4. monitoring the servicing and breakdown records for the car park equipment, including the response times of the Contractor and any Sub-Contractor;
5. reviewing the circumstances behind, and the Contractor’s response to, any emergency and any equipment failures that may have resulted in financial loss to the Council;
6. reviewing the levels of resources deployed in the delivery of this Contract and agreeing the levels of any deductions;
7. ensuring the overall delivery of the Services as per the Terms of this Contract.

## 5 KEY PERFORMANCE INDICATORS

* 1. The Contractor shall be responsible for maintaining performance data so as to enable adequate reporting to the Board.
  2. The KPIs detail both the operational and strategic indicators. The Board shall monitor the performance of the Contractor at the strategic level, while the Group shall focus on operational activity. The performance of the Contractor, as measured through these indicators, will be used to inform decisions around extensions or terminations.

## 6 CONTRACTOR STAFF AND RESOURCING

1. The Council shall appoint an Authorised Officer for the purpose of management of this Contract. The Council reserves the right to change the Authorised Officer at any time. The Authorised Officer may delegate duties to others. The Contractor shall similarly appoint a local Contractor Representative. Any changes to the personnel assigned to the Contract by either party shall be notified to the other party. Via the governance arrangements, the Council has the right to request a change in the local Contractor Representative as long as evidence of consistently poor performance is provided through the Board process (via a report of quarterly Key Performance Indicators).
2. The Contractor shall ensure that properly qualified and experienced staff are recruited, trained and managed to fully meet the requirements of the Contract. At all times, staff are expected to exhibit and deliver a high degree of professionalism and customer service.
3. The Council shall not be liable for any additional recruitment or retention costs during the term of the Contract. Absences related to disciplinary procedures and long term sickness absence should be covered by fully trained personnel or agency staff at a cost to the Contractor.
4. The Contractor shall act as a key interface with the public on behalf of the Council and so must ensure that all customer queries and complaints are dealt with professionally and in a timely manner. All staff working on behalf of the Contractor should exhibit a high level of customer service and have received training in this area. The expectation is that the Contractor shall ensure all complaints are recorded and responded to within two working days and resolved within five working days. The Council shall be provided with a copy of these complaints and the outcome.

## 7 PARKING MANAGEMENT ICT

1. The Contractor is responsible for all ICT equipment necessary for the operation of the Car Parks, including its management and use. The Contractor shall be responsible for managing and maintaining all of the ICT and its associated software for managing the administration system. Unless otherwise agreed, the Contractor shall ensure that the equipment provided by the Council is only used in support of this Contract. The Contractor shall be responsible for its secure use and operation. Both the High Street and Braccan Walk offices are secure office facilities.
2. The cost of the PCN software shall rest with the Contractor and this will include the provision of the required number of concurrent and named licences to the Council [the number will be determined at the start of the Contract and will depend on the lots being purchased]. System errors logged by the Council to the Contractor shall be logged with the software publisher within one working day.

## 8 LIAISON WITH / WORKING ALONGSIDE OTHER CONTRACTORS

1. The Contractor shall co-operate with the Council’s other Contractors in order to ensure satisfactory performance of all elements of the Contract.

## 9 CHANGES IN METHODS OF SERVICE DELIVERY

1. The Contractor shall consult with and gain the authority of the Authorised Officer for any proposals for significant changes to the method of delivering Services. Where Contract variations are required, these are to be agreed via the Board.

## 10 SERVICE DISRUPTION

1. If, in the opinion of the Contractor, there is any service disruption that makes the operation of this Contract impracticable, in full or in part, then the Contractor shall liaise with the Authorised Officer to agree the partial or full suspension of that element of service, as appropriate. The Contractor shall use best endeavours to redeploy their staff to other duties as soon as is practicable. The Council shall not be liable for the cost of staff sent home or costs incurred by staff being deployed elsewhere without prior approval from the Authorised Officer.

## 11 SME’S, COMMUNITY SUPPORT AND SPECIAL EVENTS

1. The Contractor shall seek to support the use of Small and Medium Enterprises in the delivery of the Contract.
2. The Contractor may be required, from time to time, to work with the Authorised Officer to attend meetings with the public, clients, etc.
3. All such activity shall be at no additional cost to the Council.

## 12 EXIT STRATEGY

1. On completion of the Contract or during early exit, the Contractor will be required to ensure that all data (including live PCNs) is transferable to the new contractor, if applicable.

# LOT 1 - PROVISION OF PARKING ADMINISTRATION, PENALTY CHARGE NOTICE PROCESSING & EQUIPMENT SUPPLY

## 

## 1 OVERVIEW

1. This lot provides for two distinct areas of service provision:
2. Parking administration;
3. Procurement and installation of equipment.

## 2 REQUIREMENTS

* 1. The following is a summary of the work associated with the enforcement of on- and off- street parking. The list is not exhaustive but is the minimum requirement expected of the Contractor:

1. Management of Penalty Charge Notice (PCN) processing according to the locally agreed timescales (this includes the handling of payments and all correspondence through the judicial process) and in accordance with the Traffic Management Act 2004. PCNs must be reported to the Council on a monthly basis and the percentage of PCNs processed without error will be monitored by the Board. Where the Contractor has to cancel a ticket due to an incorrect booking or through default in the back office where procedures have failed, the Contractor shall note this as a failure of a KPI.
2. Provision and management of facilities for members of the public to pay PCNs or any other payment required. This should include payment in person, telephone and via the internet;
3. Online management, full administration and operation and enforcement of the Council’s Resident Parking Scheme;
4. Management, recording and sale of season tickets;
5. Dealing with telephone calls, emails and face to face queries from members of the public.

The administration service is required to operate Monday to Friday from 9am to 5pm (excluding bank holidays).

## 3 EQUIPMENT AND INSTALLATION

1. The multi-storey car parking equipment has a remaining serviceable life span of approximately eight years. Although not anticipated for the duration of the Contract, there may be a requirement for the Contractor to purchase, install and operate additional/replacement/enhanced car park equipment on behalf of the Council. In so doing, it shall seek to obtain three competitive quotes and to recharge the Council for any such equipment at cost, unless otherwise agreed. The Council shall have unrestricted direct access to any appointed Sub-Contractor in respect of equipment or services purchased on its behalf.
2. If required, the Contractor may be required to install equipment on behalf of the Council. The equipment must be compliant with regards to latest standards.
3. The Contractor shall ensure installation of any equipment has minimal impact on access to, and operation of, the Car Parks. All installation plans must be agreed in advance. The Contractor shall also be responsible for decommissioning and disposing of the surplus equipment environmentally and in line with best practice.
4. As part of the approach to innovation, the Contractor shall identify ways in which the operation of the Car Parks can provide a better customer experience and be made more cost effective through the use of technology.

# LOT 2 - PROVISION OF PARKING MANAGEMENT, PARKING ENFORCEMENT & MAINTENANCE SERVICES

## 1 OVERVIEW

1. This lot provides for a number of distinct areas of service provision:
2. The ongoing management of, and patrolling, cleaning and enforcement within, the Council’s designated Car Parks (and any additional car parks as may be identified during the contract term) including:

(i) The town centre multi-storey and surface fee-paying car parks;

(ii) The ‘out of town’ surface non-paying car parks;

(iii) The car parks at the Look Out, Coral Reef and potentially the new Horseshoe Country Park when completed;

1. Provision of an on-street enforcement service, including the Council’s Resident Parking Scheme and reactive enforcement requests;
2. Equipment servicing and maintenance agreement;
3. The Contractor may wish to consider operating the resource into a separate enforcement team and a separate facilities/security team. This team will have responsibility for managing the Car Parks, site security, cleaning and basic repairs and maintenance.
4. The Contractor shall provide a comprehensive car park management and enforcement service (The Services) to the benefit of the Borough. This includes the management, cleansing and routine maintenance of large multi–storey (The Avenue, High St, Braccan Walk) and fee paying surface car parks in the town centre (Albert Rd, Wick Hill, Weather Way, Behind the Banks) and at two of the Council’s leisure sites (Coral Reef and the Look Out). There are two car parks in the town centre which are closed to the public but may reopen during the term of the contract -these are Time Square and Easthampstead House. A new car park (140 spaces) at Horseshoe Country Park is planned for 2021 and will become part of this contract, subject to acceptable price and contract performance. The Car Parks to which this Contract applies comprise a variety of payment options and where possible, cashless options will be sought and technology used.
5. The Contractor shall be expected to have visited all parts of the Borough and to have familiarised itself with the nature of the various Car Parks and areas of the Borough to which this Contract applies, prior to tendering. In doing so, it shall be deemed to have made an assessment of any variations to the ‘norm’ that shall be encountered during the Term of the Contract, such as seasonal and other time sensitive needs plus regularly occurring events, e.g. public/school holidays and holiday events, school pick up/drop off times and The Lexicon Half Marathon.
6. The Contractor needs to ensure that it has a level of staffing resilience to ensure minimal staffing levels at all time in accordance with the relevant KPI. There may be a need to increase staffing levels at busy times noted in 1.3 above. The Contractor will be expected to provide additional resources to cover all expected events at no additional cost to the Council.
7. All multi-storey car parks are required to be maintained and operated to Park Mark standards (or equivalent of Park Mark/Safer Parking as a means of certification ceases). The Contractor shall be responsible for applying for and gaining such certification at no additional cost to the Council.
8. The Contractor shall be responsible for all matters to do with the day to day operational health and safety matters relative to the use of the Car Parks, including fire safety and evacuation in the event of an emergency. The Contractor shall ensure that staff have relevant fire marshal, fire extinguisher and first aid training. Health and safety matters should be reported to the Council via an incident reporting form as soon as is reasonably practicable.

## 2 DESCRIPTION OF THE SERVICES AND WORK

1. The following is a summary of the minimum operational standards for the Car Parks and authorised parking areas to which this Contract applies. This list is not intended to be exhaustive but is the minimum requirements expected of the Contractor. Performance against these minimum operational standards will be a key focus for the fortnightly operational meetings. The Contractor shall provide for:
2. The on-going management and enforcement of parking restrictions within all of the Council’s Car Parks, on-street restricted parking areas and any other areas as may be identified during the Contract term according to a pre-agreed monthly programme of patrols. Weekly staffing rotas shall be provided to the Council;
3. Cash and credit card handling, including collection and safe deposit into the agreed banking system, monthly submission of fully reconciled accounts detailing all transactions including details of any free exits permitted from any multi-storey car park (with reasons), and any associated debt recovery. All monthly reports are expected to be provided by the 8th day of the month immediately following.
4. The daily (except Christmas Day) inspection, operation, servicing and maintenance of all equipment associated with this Contract to the relevant manufacturer’s/industry standards, including the maintenance and provision of sufficient stocks of machine tickets. At the start of each shift and at least once throughout the day, all multi-storey payment machines, space counters and equipment shall be checked to ensure that they are operational and accurate. Where any faults are found, the Council must be notified, and the equipment must be placed out of order and reported for repair as soon as is possible;
5. Routine inspections and reporting of any defects; effecting non-structural repairs, routine maintenance including decoration repairs and cleaning;
6. To ensure that members of staff are qualified to work at height and able to undertake cleaning, graffiti removal, small defect repairs and redecoration works;
7. The inspection, servicing and cleaning, replenishing stocks as required, of the public toilets in High Street car park;
8. Car park security patrols and maintaining existing access restrictions where provided in the surface car parks and day and night time security patrols as may be required in the town centre multi-storey car parks;
9. Support for special events and emergencies in the town centre;
10. Monitoring of CCTV cameras and responding to customer enquiries and requests for assistance at all times. At least one member of staff on each shift should hold an SIA licence;
11. Operating and administrating the car park management systems that control The Avenue, Braccan Walk and High Street car parks;
12. Provision of car park usage statistics via the LR management system as part of the monthly reporting process, to include but not be limited to usage, occupancy and dwell time information;
13. Responsibility for managing and implementing the fire evacuation plan for within the multi-storey car parks;
14. Turning on and checking customer lifts in High Street and Braccan Walk are fully operational first thing every morning and ensuring they are locked down and defaulted to ground level at the end of every day. Attending to the needs of lift users in the High Street and Braccan Walk car parks when the alarm sounds. To ensure customer contact information is displayed within carriages and ‘out of service’ signage is displayed. Reporting any defects immediately to the Council authorised officer
15. In the event of power or machine entry equipment failure, managing the entry and exits.
    1. The Contractor shall occupy the car park associated offices/facilities in the High Street and Braccan Walk car parks under licence to the Council. The Contractor shall also have access to welfare facilities in The Avenue car park that are managed by the Lexicon staff. The Contractor shall not be liable for any rent or service charges arising from the use of these facilities. Waste disposal shall be at a cost to the Contractor and should include for the use of recycling and confidential waste disposal.

## 3 CAR PARKING EQUIPMENT AND THE ASSOCIATED ICT

1. The Council owns all of the car park equipment used in the surface and multi-storey Car Parks to which the Contract applies. The surface car parks are provided with Parkeon/Flowbird equipment, which varies in age and condition. The three multi-storey car parks in the town centre are provided with S&B equipment that operates to the same specification and was installed/upgraded in 2017. They are linked via the S&B LR Management System (which is currently hosted in the current Contractor’s off-site computer centre). The system has the potential to link to Princess Square, the private car park operated by the Lexicon Centre Management that has the same S&B equipment. The Contractor shall have no role in managing the Princess Square car park but will draw off reports to the agreed frequency as part of the overall reporting requirement on town centre visitor numbers. The existing ICT infrastructure is detailed in Annex 1.
2. The Council has procured the S&B App which interfaces with the Lexicon App and enables car park users in all four car parks to access and pay by phone. The App also provides the user with the means to exit the car park in the event of a lost ticket, thereby avoiding having to pay a lost ticket charge. The Lexicon management team are responsible for the Lexicon App and S&B administer the system. The Contractor shall provide for the management relationship directly with S&B in respect of the overall operation of the App and will potentially also introduce an online portal system.
3. The Council will potentially introduce the S&B online portal system which enables the sale of season tickets and a pay as you go offer. As this is not yet operational, the Contractor shall be responsible for administering this system or providing an alternative online solution for the purchase of season tickets and permits associated with the Resident Parking Scheme.
4. Whilst the Council funds the cost of the ICT equipment necessary for the operation of the Car Parks, it is not responsible for its installation, management and use. The Contractor shall be responsible for managing and maintaining all of the car park management ICT equipment and its associated software. The Council reserves the right to inspect the equipment at any time and without giving prior notice so as to ensure that it is being used for the purposes provided. The Contractor shall ensure that the equipment provided by the Council is only used in support of this Contract, unless otherwise agreed. The Contractor shall be responsible for its secure use and operation. The High Street and Braccan Walk offices are secure by design.
5. The High Street car park is provided with a ‘nesting’ area on floors 7 and above. This area is to be operated as a reserved area at the Council’s discretion. At the time of letting this Contract, the area is not used for such purposes. Should it become operational at any time during the Term of this Contract, then the Contractor shall ensure its management in accordance with the instructions given.
6. The S&B system car park entry and exit equipment has been set to auto exit for The Avenue car park. The Contractor shall not alter this arrangement without the consent of the Authorised Officer.

## 4 CAR PARK INTERFACE ARRAGEMENTS WITH THE LEXICON

1. The Contractor shall work to ensure good working relationships with The Lexicon management and staff at all times. The Council has committed to work jointly with The Lexicon management when it comes to the operation, management and promotion of the town centre. There may be times when the Contractor is required to provide additional resource to support busy trading times at the Avenue, for example over the weekend period in the run up to Christmas. The Contractor will be expected to provide additional resources to cover all expected events at no additional cost to the Council. The Contractors should ensure that staff are suitably trained with traffic management qualifications.
2. The High Street car park has allocated welfare facilities.
3. The Avenue and Braccan Walk are all linked to the High Street Car Park Management Office in respect of the operation of the equipment, payment machines CCTV, and intercoms.
4. Should alternative office facilities become available at any time during the Term of the Contract, the Contractor shall work with the Council to facilitate an office move. The Council shall only be responsible for ensuring the suitability of the office. Unless otherwise agreed, this office will become the primary office for the purpose of managing and supporting the town centre car parks. In the event of such a move, it would be expected that The High Street office would continue to provide for the management needs of the on-street parking enforcement and Resident Parking Scheme.
5. The Contractor’s staff working in the Lexicon shall be provided with two-way radios by the Lexicon management to use whilst working in the Avenue car park. The purpose of the radios is to enable quick and effective communication links between the two parties, so that the Contractor’s staff can be alerted to, and respond quickly to, emerging situations. The Contractor shall co-operate fully with the Lexicon in respect of the use of such equipment and shall be liable for its use and return.
6. To aid and support this relationship, the Council shall require the Contractor to produce monthly data to the Council on car park usage (including dwell times) and income. There may be times when ad hoc reports are required and these shall be produced within two working days of the request.
7. The Contractor shall make arrangements to ensure that at least two members of staff have an SIA (Security Industry Authority) Licence with one of those staff members being on shift at any time in the event of needing to rewind/download CCTV footage.
8. The Contactor shall ensure the daily (expect Christmas Day) cleaning/inspection of the multi-story car parks and weekly inspection of the town centre and out of town surface car parks.
9. The Council recognises the local challenge in recruiting and retaining staff. In the event of short-term staff shortages, the Council’s priority for the deployment of resource is in the following order. The Contractor shall ensure that the operation reflects this at all times;
10. Car park management and cleaning – all fee paying sites;
11. Resident Parking Scheme;
12. On and off-street enforcement beats;
13. Additional enforcement requests.

## 5 UNIFORMS AND MEANS OF IDENTIFICATION

1. All of the Contractor’s employees and any others employed by the Contractor in the delivery of the Services must wear the approved uniform. The uniform shall be worn at all times whilst working in public in association with the delivery of Services related to this Contract. It shall not be worn at any other time, unless under other garments and in such a manner that is such that it cannot be identified.
2. All employees shall be issued with an approved form of ID that must be carried and be made visible to the public at all times, this will include badge or ‘shoulder’ numbers. The Contractor needs to ensure that suitable risk assessments are in place with regards to staff safety and certain roles such as enforcement and security may require the use of body worn cameras. These will be purchased and maintained at the expense of the Contractor and are only to be worn in connection with duties associated with this Contract. The Contractor must ensure that relevant data security protocols are in place.
3. The uniform should include up to date operational handheld devices for the issue of PCNs. These should download automatically and be used in conjunction with two way radios with GPS tracking.
4. All staff shall carry ‘badging’ that recognises the relationship with the Council and the Lexicon e.g. “Contractor’s name - working on behalf of Bracknell Forest Council, in partnership with the Lexicon”. Company logos will not be permitted unless the Council is satisfied that they do not dominate the overall appearance of the uniform or lead to confusion as to the Council’s role in the provision of the Services.
5. Any uniform used for the purposes of this Contract shall be appropriate and shall at all times be maintained in a good condition to the satisfaction of the Authorised Officer. Any logos or signage must be agreed by the Council. No advertising or other logos shall be permitted on vehicles, plant or equipment without the prior approval of the Authorised Officer. Any costs associated with the use of a vehicle shall be met by the Contractor. Should the Authorised Officer consider a vehicle as not being suitable, it shall be replaced at no cost to the Council.

## 6 OPERATING SITE ACCOMODATION

1. The Car Parking Service operates from the parking offices at the rear of the High Street car park and Braccan Walk car park. The parking offices are open to the public from 8am to 5pm on Monday to Friday. The administration function is based at High Street and operational teams are deployed from Braccan Walk.
2. The High Street, Braccan Walk and The Avenue car parks include various storage areas and welfare facilities and the Contractor is responsible for the safe keeping of keys and administration of the key register. Such areas are to be managed and maintained to the satisfaction of the Authorised Officer at all times.
3. There are no service charges for the use of the offices, storage and welfare facilities used for the purposes of this Contract.
4. There are interceptors in the multi-storey car parks. These are emptied as required by the Council. Trade Effluent Consents are in place in respect of all discharges into the sewers. The Contractor shall comply with any request of the Council/Lexicon management where it relates to matters likely to impact on the conditions of the Consents.

## 7 THE PARKING FRONT OFFICE

1. Unless otherwise agreed, the Contractor shall operate a dedicated parking front office service from the High Street car park for customer queries.
2. The Contractor shall respond to any relevant Freedom of Information requests received by the Council relating to parking and/or enforcement that it has passed to the Contractor for a response. This must be completed in line with legislative requirements and all responses must be provided within 14 days.
3. The Contractor shall ensure effective arrangements are in place so as to ensure the following actions are taken and that the outcomes/actions taken are reported on a car park by car park basis to the Group at the bi-monthly operational meeting:
4. All crime is recorded and reported to the Police within two days of noting the occurrence;
5. Weekly checks of all firefighting equipment and fire escapes are completed within the multi-storey car parks and appropriate actions are taken;
6. Weekly inspections of all multi-storey and surface car parks for defects are completed and appropriate actions are taken;
7. Records are kept of equipment failures, actions taken and timeframes;
8. Daily checks (except Christmas Day) are completed of the lighting for defects;
9. Customer complaints, compliments and accidents are recorded, monitored and reported on, including detail on outcomes and learning by nature of service and location (where applicable).

## 8 CAR PARK CHARGE AND INCOME

1. All charges levied are retained by the Council. The Council usually sets its charges on an annual basis. The season ticket tariffs are set in February and implemented from the 1st April in line with the Council’s budget process. All town centre daily tariffs are set in September and implemented from the 1st October in line with the anniversary of the opening of The Lexicon. The Contractor shall be required to work with the Council in identifying market rates and pricing tariffs to enable it to maximise revenue generation from the car parking facilities, having due regard to the economic climate and relevant Council policies. Tariffs are detailed in Annex 2.
2. The Council’s charges are published on the Council’s web site

[www.bracknell-forest.gov.uk/roads-parking-and-transport/parking](http://www.bracknell-forest.gov.uk/roads-parking-and-transport/parking)

## 9 CASH COLLECTION AND PAYMENT TO THE COUNCIL

1. The Contractor shall be responsible for collecting all cash from the payment machines on an agreed schedule which will be provided to the Council.
2. The Council has made arrangements for the collection of credit/debit/PayPal transactions from the payment machines and via an app. Payments from the High Street, Braccan Walk and The Avenue car parks, and five of the new P&D machines - number 17 (behind the banks), 18 (Times Square), 19 (Weather Way), 20 and 21 (Wick Hill) - are made directly to the Council. Payments for the remaining P&D machines and the parking office are made directly to the Contractor.
3. The Contractor shall need to make arrangements for cash and credit/debit card payments to be taken at the High Street parking office/over the phone. In doing so, the Contractor and any third parties employed by the Contractor shall be PCI compliant.
4. The Contractor shall be responsible for paying all sums collected into the Council’s bank account within two working day of collection. If the Contractor uses a third party to support the cash handling process, then the cost of collection and deposit into the bank falls to the Contractor. The Contractor shall be liable for any fiscal losses until such times as the money is deposited into the Council’s account.
5. The Contractor shall provide detailed management information giving a complete and reconciled record of the monies paid through the car park payment machines and the High Street parking office, in a format which facilitates checking by the Council’s Finance Team. The details will be agreed prior to commencement of the Contract.

## 10 CAR PARKING OFFER FOR THE TOWN CENTRE AND LEISURE SITES

1. All multi-storey car parks have an ANPR system and are operated by S&B equipment. Season tickets are available for the High Street, Braccan Walk, Wick Hill and Albert Road car parks. The Council allows BFC staff to park in these car parks.
2. The S&B system enables the use of validators. The validators enable the Council to sell access rights to the multi-storey car parks at a discounted rate to selected users. These are to be allocated as directed and thereafter their use monitored by the Contractor. The Grange Hotel, Shopmobility, Bracknell & Wokingham College and BFC staff have access to a validator.
3. There are pay and display car parks with Parkeon/Flowbird equipment installed at Albert Road, Wick Hill and Behind the Banks. These provide a range of options for pay and display. The Contractor shall be responsible for the processing and sale of season tickets to these sites according to the Council’s approved rates of charges. Unless otherwise agreed, the processing shall be undertaken in the parking office in the High Street car park.
4. The surface car park in Weather Way provides for the unrestricted height needs of the town centre for small commercial vehicles, and vehicles with a blue-badge. The car park is pay and display. It is provided with Parkeon/Flowbird equipment.
5. Coral Reef and The Look Out leisure facilities are provided with Parkeon/Flowbird equipment. The existing infrastructure at both of these sites is being reviewed with a potential to change them in 2020-2021. Infrastructure replacement will look to take advantage of technological improvements with a view to reducing the enforcement cost. A new county park with parking will be incorporated into the contract in 2021.

## 11 SERVICING & MAINTENANCE OF ALL CAR PARK EQUIPMENT

1. The Contractor shall ensure the regular servicing/maintenance and call out arrangements of all car park equipment for the Term of the Contract. This shall also take account of the maintenance requirements of any ICT equipment integral to the operation of the equipment.
2. The Contractor shall ensure that the equipment in the car parks is serviced as necessary and in accordance with the manufacturer’s recommendations, so as to ensure that the equipment continues to function as required.
3. Any new equipment shall have a warranty period during which the Council would not need to pay for any components.
4. The Contractor shall be responsible for the supply and cost of all consumable items associated with the control equipment. The Council owns a supply of S&B modular elements of the equipment for use in the event of equipment breakdowns. These shall remain the property of the Council and be kept in such a manner as to protect from loss or foreseeable damage due to accident or misuse. The Council shall not be responsible for loss or such damage. The Council shall pay the cost of any repairs to, or replacement of, modular parts used by the Contractor.
5. The Contractor shall be required to ensure the maintenance of all car park equipment as follows:
6. 1st Line Repairs (e.g. – jammed ticket) – To be rectified by staff employed by the Contractor as part of the costed management agreement (within 1 working day).
7. 2nd Line Repairs (e.g. – damaged mechanism) – Where applicable, to be rectified by replacement of the relevant modular part by staff employed by the Contractor as part of the costed management agreement or
8. 3rd Line Repairs (e.g. – vandalised machinery) – To be rectified by the Contractor with replacement parts being purchased and installed and recharged to the Council ‘at cost’.
9. All repairs and maintenance to the equipment shall be conducted in such a way as to minimise the disruption to the usage of the Car Parks, or risk of data loss. Any breakdown likely to affect the use of the Car Parks shall be notified as soon as is practicably possible to the Council. The Contractor shall be liable for any lost income due to its failure to maintain and/or service the Car Parks’ entry/exit/payment equipment. The loss shall be calculated based on average trading figures for the same period averaged over the previous four weeks. The Council’s decision on whether or not this clause applies shall be final having first made reasonable enquiries as to its probable cause.
10. The Contractor shall procure to the satisfaction of the Council service support arrangements with the following minimum response requirements;
11. The Avenue – Monday to Sunday 4hr call out (24/7 cover UKTSC)
12. The High Street – Monday to Saturday 8hr call out (24/7 cover UKTSC)
13. Braccan Walk – Monday to Saturday 8hr call out (24/7 cover UKTSC)
14. Parkeon/Flowbird - 24hr working day call out (Monday – Friday)
15. The cost of any such Contract shall be borne by the Council. Details of any such contracts shall be confirmed to the Council annually and are not to be changed without the consent of the Authorised Officer.
16. The Contractor shall keep a service and repair record for each machine. Details of all repairs and breakdowns shall be passed to the Authorised Officer.
17. In the event of any faults being identified with the equipment which cannot be repaired (e.g. – by replacement of modular elements) and are not covered by any servicing and maintenance agreements, the Contractor shall, unless otherwise agreed, propose a plan for replacement (including costs) within seven days of the fault being identified. The liability for the cost of such purchase and installation of replacement equipment arising from such faults rests with the Council. The Contractor shall use best endeavours to ensure the continued operation of the car park until the equipment is replaced and without any additional operational costs to the Council.
18. To help guard against software failures, the S&B equipment is provided with full back up and recovery capabilities. The Contractor shall be liable in the event of a failure to back up resulting in a loss to the Council.
19. Upon expiry of the Contract (whether as a result of early termination or at the end of Contract Term), the Contractor shall be required to hand over all data, equipment, maintenance schedules and agreements, and operational guides. All equipment shall be handed over to be in good working order.

## 12 ENFORCEMENT – ON STREET AND NON PAYMENT OFF STREET CAR PARKS INCLUDING RESIDENT PARKING

1. The Board is responsible for ensuring and managing the overall approach to be taken in respect of enforcement. The allocation of resource to enforcement will be a matter for the Contractor but the Group shall be responsible for agreeing an on street programme of enforcement in advance, covering the various areas of the Borough, including highways and Car Parks. The programme shall be submitted to the Group by the Contractor and be based on a risk/needs managed approached based on a reasonable assessment of need. The principle objective of any enforcement activity shall be to ensure parking compliance; not to maximise income. In order to realise economies of scale, the Contractor’s staff may be employed to fulfil multiple roles across the Contract as a whole.
2. The Contractor shall be required to patrol all areas where parking is restricted/ prohibited, including Resident Parking Scheme zones. The Contractor shall cooperate with the Council in the identification of any new needs or changes of existing schemes in the interests of effective regulation and operational needs.

**Multi- storey car parks**

1. The multi–storey car parks have barrier controlled entry and exits. They are subject to TRO’s and within these car parks, any enforcement shall be in respect of parking outside the bays (defined as having not less than one wheel over the white line or blue area in the Avenue, and such as to make the reasonable use of that space impractical and without risk of damage to any parties property), blue badge and electric charging bay violations as applicable. The Council’s charging regime provides for a lost ticket charge should it be required. The S&B APP also provides the means for the customer to deal with their lost ticket without additional charge.

**Pay & Display Car Parks**

1. The Council operates the following pay and display car parks and unless otherwise agreed, the Contractor shall ensure visits according to the details in the following table.

|  |  |  |  |
| --- | --- | --- | --- |
| **Car Park / Area** | **Number of Visits** | **First Visit Before** | **Last Visit After** |
| On Street – Behind Banks  Access to Service Yard D | Not less than six times daily | 09.00 **(\*)** | 17.00 **(\*)** |
| Albert Road / Wick Hill | Not less than two times daily **(+)** | 09.00 **(\*)** | 17.00 **(\*)** |
| Easthampstead House  (evenings, weekends and public holidays only) | Not less than five times daily during weekends and public holidays. Only upon request at any other time. | CLOSED | CLOSED |
| Time Square  (evenings, weekends and public holidays only) | Not less than two times daily during public holidays | CLOSED | CLOSED |
| Weather Way | Not less than six times a day | 09.00 | 17.00 |
| Look Out  (not less than two hours per day) | Four patrols a day | 10.00 | 16.00 |
| Coral Reef  (not less than two hours per day) | Four patrols a day | 10.00 | 16.00 |

**(\*)** 09:00 and 16.00hrs on Sundays and recognised public holidays.

**(+)** Neither car park is to be patrolled within 15 mins of school opening or closing hours during term times.

## 13 CAR PARK REPAIRS AND MAINTENANCE

1. The Contractor shall ensure the daily inspection of all public areas and ensure any maintenance needs are addressed or reported. Details of all inspections and actions taken must be recorded and made available to the Authorised Officer upon request.
2. The Contractor shall be responsible for maintaining the general day to day decorative order of the multi-story car parks and for undertaking minor repairs in a timely and cost effective manner. The Contractor shall also take prompt action to ensure public safety pending specialist repair by others, where required.
3. The Council has a number of contracts with suppliers to service and maintain the car Parks. The Contractor shall be expected to work with any Council approved or authorised contractors to deliver the required outputs. At times and if requested, where the Council is renegotiating existing arrangements, the Contractor shall be asked to suggest alternative methods of delivery if they are likely to be more cost effective to the Council in the overall context of this Contract.

## 14 SECURITY AND PATROLLING

1. The Contractor shall be responsible for the secure operation of the multi-storey car parks. The Contractor shall also manage the height restricted access arrangements to the surface car parks and monitor such barriers to ensure they are kept secure. The Contractor shall only facilitate access if directed by the Authorised Officer and shall follow any associated directions. The Council will pass on the cost of any illegal occupation where the Contractor has permitted unauthorised access or has failed to secure a height barrier contrary to instruction.
2. The Contractor shall ensure that its security and patrolling arrangement provides a mechanism for on-site customer security and support, 24/7. At weekends, a physical security presence is required to patrol the multi-storey car parks.
3. The Contractor shall utilise CCTV as part of its overall security plan for the Car Parks. The Avenue, High Street and Braccan Walk car parks all have static CCTV coverage of the entrance/exit lanes, payment machines and in the case of the High Street and Braccan Walk car parks, various key locations in and around the car park levels. The CCTV in The Avenue car park also has other cameras which are monitored by the Lexicon. The static systems are all linked to the High Street office. The images and data captured shall remain the property of the Council. The Contractor shall be responsible for the use of the CCTV cameras in accordance with legislative requirements and the storage of all related data and imagery.
4. The Contractor must abide by the principles of GDPR. The images and any data captured by the CCTV system shall not be released other than to the Police for the ‘purposes of investigating crime’. The Contractor shall provide reasonable access and data to the Police at no cost to the Council. The Contractor shall also provide access to authorised officers of the Council as required. The Contractor is expected to co-operate and work with the Council in relation to the anti-social behaviour and crime agendas.
5. In the event of any technical problems with the CCTV equipment, the Contractor shall be responsible for notifying the approved maintenance contractor and the Authorised Officer, as soon as is practical once an issue has been noticed that might result in loss of monitoring capability.
6. Unless otherwise agreed, the operator of the CCTV shall be specialist trained and hold an SIA Licence. The expectation is that a member of staff with an SIA licence is available at all times to download/rewind footage if required.

## 15 THE ENVIRONMENT

1. The Contractor shall ensure that every effort is made to support the climate change agenda and limit its impact in terms of pollution of the environment and harm to human health. Where possible and practical, only biodegradable, non-toxic, non-hazardous materials and substances shall be used in carrying out the Services.
2. The Contractor shall take all necessary preventative measures to ensure that no aqueous waste or contaminated water arising from the provision of the Services enters the public waterways, or watercourses.
3. The Contractor shall take all reasonable precautions to minimise noise from any vehicles, plant and machinery, including power tools used in the delivery of the Services.

## 16 CLEANING AND MAINTENANCE

1. The Contractor is only permitted to use approved chemicals in approved locations in connection with this Contract.
2. The Contractor shall maintain a register of chemicals detailing what they are and where they are stored, the quantity used, for what purpose, where and when. The Contractor shall make the register available to the Authorised Officer on request.
3. Cleaning facilities are available in each multi-storey car park. In addition, the High Street and The Avenue car parks have specialist floor cleaning equipment. The equipment is owned by the Council and the Council shall be responsible for its maintenance, replacement and the cost of repairs incurred due to normal use. The Council shall not be liable for it being lost, damaged or neglected due to a failure of the Contractor. The decision of the Council in respect of likely cause shall be final, having made reasonable enquiries. The machines require specialist cleansing materials and periodically replacement brushes and general service parts. For the avoidance of doubt, these are considered consumables and are therefore the liability of the Contractor.
4. Unless otherwise agreed, the minimum cleaning requirements for the Car Parks are to:
5. Keep all pedestrian and general car parking areas clear of litter and detritus and ensure that the overall appearance is clean and tidy;
6. Provide for not less than three cleaning patrols throughout all three multi-storey car parks during retail opening hours, including weekends and bank holidays (excluding Christmas Day);
7. Make adequate provision for any spillages to be mopped up within no more than 30 minutes of a request being made during retail opening hours, put up signs to warn of slippery surfaces and remove when no longer needed;
8. During the winter months, provide for regular mopping when necessary in the car park staircase so as to help reduce the effects of condensation and risk to the users;
9. Inspect, clean and empty all litter bins (including cigarette bins to the outer staircase walls) as necessary on a daily basis;
10. Inspect, wash and disinfect as necessary all lifts (High St and Braccan Walk), lift lobbies (LG and L1 only in the Avenue), all stairways (including the two northern escape routes in The Avenue but excluding the main central staircase), the High St North pedestrian bridge and west side emergency stairway, The Braccan Walk walkway/bridge and footways to which this Contract applies, not less than daily;
11. Clean all windows (internal faces only above ground level), doors and their frames including the North access bridge to the High Street Car Park not less than quarterly. Staff should be trained to work at height;
12. Where requested, make minor repairs to the paintwork so as to maintain its condition;
13. Undertake minor repairs;
14. Complete a mechanical sweep and deep clean of the multi-storey car parks not less than twice annually or more frequently as may be requested to maintain standards. The cost, procurement and management of the deep cleans will be borne by the Contractor;
15. Clean all on-site car park signs and external surfaces of control equipment cabinets, weekly, and remove any graffiti the next working day.
16. High Street Car Park Toilets:
17. Ensure the toilets are open during retail opening hours and locked shut no sooner than 15 mins after closing.
18. Check and clean, as necessary, not less than on opening, mid–morning and mid-afternoon, and record details of each visit on an approved cleaning log sheet that shall be maintained in public view at each site.
19. Ensure the collection and disposal of sanitary and nappy bin contents.
20. Ensure all toiletries including soap dispensers, toilet paper, etc are checked at each visit and replenished as necessary at each visit or at such other time as may be reported to the office or on-site staff. The Contractor shall be responsible for the cost of associated supplies. The Council is responsible for the collection of sanitary waste by approved contractor and access should be made available by the Contractor to the facilities

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## 17 WASTE COLLECTION AND DISPOSAL

1. The Contractor shall be responsible for ensuring that all litter and other waste collected from the Car Parks and associated areas is disposed of in a manner compliant with legislation. The Contractor shall meet the cost of disposal including the supply of bin liners.
2. The Contractor shall not be responsible for the cost of waste disposal from the Avenue car park as this is met by BRP. The cost of removal and disposal of normal car park waste and recycling, office waste and recycling, litter and litter bin contents will be procured and paid for by the Contractor.
3. The Contractor shall use best endeavours to ensure that litter and organic waste are segregated to enable recycling and, where available, composting.
4. All confidential waste shall be disposed of in the correct manner, taking account of data protection and security needs.
5. The Contractor shall ensure that as far as is practicable, all recyclable materials e.g. glass, cans, plastic bottles, paper, card, and any other such items collected from the Car Parks that can be recycled are segregated before being taken for disposal.
6. All waste produced or collected in the delivery of Services shall be cleared from the sites by no later than the end of each shift and suitably disposed of.
7. The Council may, from time to time, require statistical information relating to its Duty of Care and other responsibilities as a waste collection/disposal authority. The Contractor shall provide such information without charge. The Contractor shall provide details of all tonnages collected and disposed of as part of its Annual Report to the Board.

**Fly Tipping/Dumped Rubbish**

1. The Contractor shall notify the Authorised Officer of the need to remove fly tipped waste from land to which this Contract applies. The cost of the removal of such waste shall be paid for by the Council.
2. The Contractor shall work with the Council and try to deter fly tipping, including giving evidence in court, if required. The Contractor shall seek out evidence of potential former ownership of any fly tip found, as per an agreed procedure to ensure that such evidence can be used in legal proceedings if necessary. Where evidence of potential ownership is found, it shall be passed to the Authorised Officer. The Council shall not be charged for any such work. The Contractor’s staff will be trained as requested by the Council in all procedures relating to gathering of evidence of fly tipping.

**Abandoned Shopping Trolleys**

1. The Council encourages residents to report abandoned shopping trolleys to the relevant supermarkets. The Contractor shall support the Council by notifying the relevant supermarket of the location of any apparently abandoned supermarket trolleys in or on any Car Parks, subject to the Terms of the Contract. Any trolleys not removed after seven days shall be reported to the Authorising Officer.
2. Within the multi-storey car parks, provision is made for a number of collection points. These trollies will be collected by the retailer and the Contractor shall work with the relevant supermarkets.
3. The Contractor will remove any unidentifiable shopping trolleys to an agreed place of storage for disposal. The Council shall be responsible for the disposal of such trolleys.

**Graffiti / Fly Posting**

1. The Contractor shall remove all unauthorised signage as may be erected in any car park to which this Contract applies.
2. The Contractor shall take all reasonable measures to remove graffiti within one working day using graffiti wipes or similar. The Contractor shall take photos of any offensive or potentially racist graffiti before attempting to remove it and report the details to the Authorised Officer as soon as is practical.
3. The Contractor shall report all such activities to the Council.

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## 18 DRUGS AND COLLECTION OF SHARPS

1. Whilst not a major problem locally, there are times when the Contractor will find used needles. Details of where they are found shall be notified to the Authorised Officer.
2. The Contractor shall make arrangements to the satisfaction of the Authorised Officer for the collection and disposal of sharps.

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## 19 REPORTING LOSS, THEFT AND DAMAGE

1. The loss or damage (whether malicious or accidental) of any item or property belonging to the Council and associated with the Services covered by this Contract shall be reported to the Authorised Officer as soon as is practically possible. The Contractor shall also advise any damage caused to any privately owned property. Reports must include details of the circumstances in which the damage occurred and proposals as to how the loss/damage is to be rectified. Any loss e.g. theft or major accident likely to give rise to external interest or cause damage to the Council’s reputation must be reported as soon as possible to the Authorised Officer.
2. Claims for loss, theft or damage shall be dealt with by the Contractor as soon as is practically possible. The Contractor shall respond in writing to all such claims within two working days, notifying the claimant of the Contractor’s claims procedure and giving a point of further contact. All correspondence shall be available to the Authorised Officer.

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## 20 MATERIALS AND CONSUMABLES

1. Where not specifically required or otherwise negotiated as an additional cost within the terms of this Contract, the Contractor shall supply all necessary materials and equipment consumables associated with the provision of this Contract. This includes, but is not limited to, consumables required to clean the Car Parks and associated areas to the required standards, and the provision of tickets, receipts and printing consumables.
2. The Contractor shall use materials and equipment that have a British or European standard wherever possible. Where no such specific standard applies, then all materials shall be of the highest industry equivalent commensurate with the purpose for which they are to be supplied.
3. The Authorised Officer shall have the right to inspect any material to be used in connection with the Contract and may reject its use if it is not satisfied that it meets the required standard.
4. The Contractor shall be responsible for the cost of purchasing, issuing and administrating season tickets offered for use in association with the S&B equipment. The cost of a lost ticket shall be recovered by the Contractor from the deposit taken from the car park user.
5. The Council shall be responsible for the provision and cost of all car park name signage, height barriers/restrictions, and regulatory, statutory and tariff board signage. The Contractor shall provide and maintain all other internal signage necessary to ensure the safe and efficient use of the Car Parks.

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## 21 WINTER SERVICE

1. The Contractor shall be responsible for ensuring that measures are taken to clear and keep clear the main entry and exit points to the Car Parks, and to ensure safety for pedestrians and vehicles using the Car Parks and associated areas. The Contractor shall be authorised at its discretion to close parts of the Car Parks as may be necessary in the interests of public safety during such times.
2. Only non-corrosive materials e.g. ice melt, are to be used in the multi-storey car parks. Supplies of the approved materials and costs must be agreed with the Authorising Officer in advance. The Council will refund the Contractor at cost.
3. The Council provides salt bins in some surface car parks. Between the months of October to March, the Contractor shall periodically check the grit bins and report any shortfalls in salt or other problems to the Authorised Officer. The Council shall be liable for the supply of salt to such bins as directed by the Authorised Officer.

## 22 EMERGENCIES

1. Unforeseen circumstances may require that the Contractor assists at short notice in undertaking additional Services, e.g. assisting in the evacuation of the town centre.
2. There may be times when a planned or unplanned closure of a car park is required and the Contractor will be expected to support with arrangements and management of the process.
3. The Council runs an out of hours emergency service called ‘Forestcare’ for residents and other emergency situations. The Contractor shall provide and maintain Forestcare with all necessary emergency contact numbers. Further information on Forestcare can be found on their webpage <https://www.bracknell-forest.gov.uk/health-and-social-care/forestcare> .

## 23 LIFTS

1. The lifts in the High Street and Braccan Walk car parks are the responsibility of the Council. The Contractor shall be responsible for their daily cleansing and testing, reporting any faults, and securing them in the event of need. All lifts default to the ground floor when locked down and the lift lobbies are secured by use of roller shutters. The lifts should be operational during the hours of 7am to 11pm Monday to Saturday and 8am to 9pm Sunday. The lifts in The Avenue are not the Council’s responsibility.
2. The Contractor shall ensure that suitable and sufficient notice is erected and maintained to advise the public in the event of the lifts being out of order in High Street and Braccan Walk. In the event of a breakdown, the Contractor shall ensure that notices are used to advise customers that they are non-operational.
3. The Contractor shall ensure the intercom in all lifts is in good working order by regular testing, with clear instructions how to alert a member of staff in the event of an emergency are displayed within each carriage

# Annex 1- Infrastructure Schematic



# Annex 2 - Current tariffs (August 2019) GBP

| Braccan Walk | | Behind Banks | |
| --- | --- | --- | --- |
| Monthly weekend season ticket | 45.00 | 0-40 mins | 1.10 |
| 5 day monthly | 90.00 | Overnight Mon – Sun until 6am | 1.60 |
| 5 day quarterly | 255.00 | Town Centre daily tariffs | |
| 5 day half yearly | 490.00 | 0-1 hr | 1.40 |
| 5 day annual (1-50) tickets | 880.00 | 1-2 hr | 2.50 |
| 5 day annual (51+) tickets | 805.00 | 2-3 hr | 3.20 |
| 7 day annual | 1035.00 | 3-4 hr | 3.80 |
| 7 day monthly | 100.00 | 4-5 hr | 5.00 |
| High Street | | 5-6 hr | 5.70 |
| 5 day monthly | 100.00 | 6-7 hr | 6.30 |
| 5 day annual (1-50) tickets | 935.00 | 7-8 hr | 7.10 |
| 5 day annual (51+) tickets | 830.00 | Over 8hr | 10.00 |
| 7 day annual | 1190.00 |  | |
| 7 day monthly | 110.00 |
| Albert Rd | |
| Per hour | 1.60 |
| Mon – Sun 10hrs | 5.70 |
| 7 day monthly renewal | 60.00 |
| Wick Hill | |
| Per hour | 1.60 |
| Mon – Sun 10hrs | 4.70 |
| 7 day monthly renewal | 50.00 |

# Annex 3 - Minimum Operating Standards

**Car Parks/Parking Minimum Operational Standards**

The following is a summary of the Minimum Operational Standards for the car parks and authorised parking areas to which this Contract applies. This list is not intended to be exhaustive but is the minimum requirements expected of the Contractor.

**General Requirements**

* Patrol and enforce all areas of Bracknell Forest Borough Council where restrictions are subject to the Traffic Management Act 2004, according to a pre agreed programme of enforcement.
* Record, respond to and monitor customer complaints and compliments, and report at operational meetings and provide copies of correspondence as requested.
* Inspect for and provide weekly written reports on any defects or matters needing attention, to the car park or Council equipment.
* Report within 1 working day any practical matters needing urgent attention including dangerous pavement surfaces, signs of vandalism and insecure height barriers.
* Report all crime to the Police on the day of noticing the occurrence, providing CCTV evidence if requested and maintain a report log for each type of occurrence.
* Maintain the operation of the access control equipment and cashier stations and maintain a sufficient stock of tickets. Report control equipment breakdowns which cannot be rectified to the relevant service company, and monitor adherence to agreed SLA.
* Collect cash from all payment machines at such time as may be agreed.
* Pay all revenue collected to the Council bank account in the agreed manner. Payments should be supported by a report which matches the data from the Car Park Management System and enables the income to be analysed by car park and by type of ticket and payment method. All electronic payments must be taken in a PCI compliant manner.
* Responsible for the issue and security of all relevant keys including maintaining a key register of all keys in the safe custody of the contractor. Reporting any losses to the Authorised Officer and replacing any keys as may be required.
* To gather all abandoned supermarket trolleys and reassemble them at a convenient location to be agreed with local supermarkets for their subsequent collection.
* Remove any graffiti or signs of other vandalism to the premises by the next working day.
* To take appropriate action to try to prevent any unauthorised activity becoming established in the car parks.

**TOWN CENTRE MULTI-STOREY CAR PARKS:**

**High Street, Braccan Walk and The Avenue Car Parks**

**General Management:**

* To ensure the parking offices at the High St and Braccan Walk are open for public facing contact Mon to Fri 8am to 5pm.
* To ensure the lifts in Braccan Walk operate between 7am to 11pm Mon to Sat and 8am to 9pm Sun.
* Provide on-site supervisory cover for all three car parks from 7 am to 11pm Mondays to Sunday inclusive (including weekends and bank holidays excluding Christmas Day).
* Provide a 24/7 arrangement for customer enquiries including the means to exit from all three car parks out of hours within 30 minutes of receiving the enquiry.
* Provide a security patrol to cover all three car parks from 11pm to 7am daily or as otherwise agreed with the Council.
* Staff all barriers exits and collect all charges by hand in the event of a power failure or complete control equipment breakdown and maintain a full detailed record of tickets and monies collected in line with BFC audit requirements.
* Maintain the operation of the CCTV equipment in conjunction with the Council's Code of Practice.
* Immediately report CCTV equipment faults and breakdowns to the service company and inform the authorising officer.
* During contractual hours immediately attend lifts when alarm sounds and take appropriate action, reporting lift breakdowns within 1 working day.
* Check all lighting daily and report on all defects;
* Keep a record of checks for the firefighting equipment and alarm systems on a weekly basis and report any defects.
* Ensure anyone entering the car park is there to avail themselves of the car parking facilities and for no other reason i.e. any recreational activities are strictly prohibited.

**Cleaning:**

* Ensure all pedestrian and general car parking areas are kept clear of litter and detritus and that the overall appearance is clean and tidy at all times.
* Ensure all litter bins (including cigarette bins) are inspected, emptied and cleaned as necessary on a daily basis.
* All lifts (not the Avenue), lift lobbies (LG and 1 in the Avenue) stairways, walkways, pedestrian bridges and footways are to be washed and cleaned daily.
* Clean all windows, doors and their frames (internal and external) including the access bridge to the High Street and Braccan Walk Car Park are to be cleaned not less than quarterly.
* Provide a responsive service to enable cleansing as may be required during retail opening hours, within 30 minutes of it being notified.
* Inspect for and remove all graffiti and all unauthorised advertising material, including fly posters, bill posters, leaflets, etc. on a daily basis.
* Effect a mechanical sweep and deep clean of all car parking areas not less than twice annually or as may be necessary to maintain standards. The Council will pay for the clean of the Avenue.
* All signs and external surfaces of control equipment cabinets to be cleaned weekly.
* Make minor repairs to the paintwork so as to maintain its condition.
* During exceptional weather conditions clear snow and ice to ensure safety for the general public and vehicles using the car park and associated areas. Only none corrosive materials to be used. Provide for regular mopping during winter months so as to reduce the effects of condensation.

**High Street Car Park Only:**

* Ensure that public toilets are open during core retail times and secured at all other time unless advised otherwise by the Council. To be locked no sooner than 15 minutes before closing time.
* Public toilets in High Street Car Park to be cleaned and inspected three times daily, contractor to provide all consumables and arrange sanitary bin disposal

**SURFACE CAR PARKS** The Council operates the following pay and display car parks

|  |  |  |  |
| --- | --- | --- | --- |
| **Car Park / Area** | **Number of Visits** | **First Visit Before** | **Last Visit After** |
| On Street – Behind Banks  Access to Service Yard D | Not less than six times daily | 09.00 **(\*)** | 17.00 **(\*)** |
| Albert Road / Wick Hill | Not less than two times daily **(+)** | 09.00 **(\*)** | 17.00 **(\*)** |
| Easthampstead House  (evenings, weekends and public holidays only) | Not less than five times daily during weekends and bank holidays. Only upon request at any other time. | CLOSED | CLOSED |
| Time Square  (evenings, weekends and public holidays only) | Not less than two times daily and during bank holidays | CLOSED | CLOSED |
| Weather Way | Not less than six times a day | 09.00 | 17.00 |
| Look Out  (not less than two hours per day) | Four patrols a day | 10.00 | 16.00 |
| Coral Reef  (not less than two hours per day) | Four patrols a day | 10.00 | 16.00 |

**(\*)** 09:00 and 16.00hrs on Sundays and recognised bank holidays.

**(+)** Neither car park is to be patrolled within 15 mins of school opening or closing hours during term times.

**General Management:**

* Inspect all vehicles at each visit as to the frequency and within times specified above so as to ensure compliance with Traffic Regulation Orders.
* Issue relevant Penalty Charge Notices in respect of any vehicles parked in contravention of the Traffic Regulation Orders.
* Ensure all machines are in full working order by taking a test ticket at the start and end of each visit.
* Refill machines with tickets as necessary and maintain a sufficient stock.
* Rectify equipment breakdowns using spare modular parts where possible within the same working day. Report control equipment breakdowns which cannot be rectified to the service company and monitor adherence to agreed SLA.
* Collect cash from all payment machines on the agreed schedule.
* Inspect for and remove all graffiti and unauthorised advertising material, including fly posters, bill posters, leaflets, etc on a daily basis.
* Clean all car park signage and external surfaces of pay machines weekly.
* On each visit ensure where provided any height restriction barrier is secured
* Report any deterioration of road and/or bay markings, time plates and signage to Council for reinstatement action

**ENFORCEMENT – ON STREET, REGULATED FREE SURFACE CAR PARKS/SERVICE YARDS**

* The Contractor shall patrol and enforce all areas of the Bracknell Forest Borough Council where restrictions are subject to the Traffic Management Act 2004.
* The following is a summary of the work associated with the enforcement of on-street parking. The list is not exhaustive but is the minimum requirement expected of the Contractor:-

1. The observation and where appropriate the issue of PCNs to vehicles parked in contravention of the Traffic Management Orders.
2. The first stage management of Notice processing (including handling payments and initial correspondence), and management of “second stage” correspondence relating to Notices;
3. Provision and management of the facility for members of the public to pay any PCNs issued. This should include payment by post, telephone in person at the parking shop and via the internet.
4. Dealing with enquiries in person at the parking shop and telephone calls from members of the public;
5. Maintain a record of all authorised permits issued.

* Clean on-site parking signage as required.
* Report any areas where enforcement is prevented, such as road markings, damaged signage, leaf fall etc

**RESIDENTS PARKING** (Additional Requirements)

* Issue and monitor permits in line with BFC rules. Provide reporting of permits to satisfy BFC audit requirements.
* Ensure all monies due is collected prior to permit issue.
* Issue Penalty Charge Notices in conjunction with the Resident Parking Traffic Regulation Order.
* Monitor zones at least twice daily.

Clean all on-site parking signage as required

# Annex 4 - Contracts for Maintenance and Consumables

The Contractor shall work with the Councils existing service providers in the following areas, or where indicated below provide the service directly themselves.

|  |  |  |
| --- | --- | --- |
| **Contract Type** | **Contractor Name** | **Additional Details** |
| Firefighting equipment | Berkshire extinguisher services | 6 monthly inspections (organised by Client) |
| CCTV systems maintenance | Vistec | Maintenance and repairs (organised by Client) |
| Dry risers | Compo fire systems | 6 monthly (organised by Corporate Property) |
| Lifts maintenance | Pickering lifts | 2 monthly (organised by Corporate Property) |
| Lighting maintenance | Kier – due to change | Ad hoc (organised by Corporate Property) |
| Door/window repair and maintenance | Kier - due to change | Ad hoc (organised by Corporate Property) |
| Toilet sanitary bins | PHS | Monthly (organised by Client) |
| Utilities |  | Purchased via CCS framework (Crown Commercial Services, organised by Corporate Property) |
| Consumables for High St toilets | Management Contractor | Purchased by the contractor as part of the inclusive element of the management fee |
| Office and equipment related consumables including tickets, cleaning equipment | Management Contractor | Purchased by the contractor as part of the inclusive element of the management fee |

# Annex 5 - Key Performance Indicators

# Lots 1 and 2

| **Key Performance Indicators** | | **Summary** | **Payment Threshold** | **Weight** | **Responsibility for Measuring** |
| --- | --- | --- | --- | --- | --- |
| Enforcement Patrols | Schedule of Patrols | Contractor will be expected to meet a patrol rota and provide evidence for having done so. Any changes to the rota will be agreed at operational meetings. | 85% | 20.0% | Contractor will be required to report on progress for the Contract Team to verify |
| Response to Additional Enforcement Requests | Contractor will be expected to action enforcement requests and provide feedback on their outcome within three working days of receiving such requests. | 95% | 5.0% | Contractor will be required to report on progress for the Contract Team to verify |
| Management Performance and Resources | Reporting | Contractor will be expected to provide monthly reports to the Council (see appendix) by the 8th day of each month. Responses to any requests for information from the Council will be expected within two working days. | 100% | 12.5% | Contractor will be required to report on progress for the Contract Team to verify |
| Staffing Resource | Contractor will be expected to be running at full capacity at all times.  (The minimum accepted capacity of 85% provides an allowance for sickness, annual leave and vacancies.) | 85% | 12.5% | Contractor will be required to report on progress for the Contract Team to verify |
| Notice Processing | Issuing | Contractor will be expected to correctly issue PCNs so that there is no need for any to be cancelled due to CEO error. | 95% | 12.5% | Contractor will be required to report on progress for the Contract Team to verify |
| Back Office Function | Contractor will be expected to process PCNs in the specified time frame so that there is no need for any to be cancelled due to back office error. | 98% | 12.5% | Contractor will be required to report on progress for the Contract Team to verify |
| Customer Contact | | Any query / complaint / permit or season ticket request from a member of the public will be expected to be responded to by the Contractor within two working days and resolved within five working days. The Council should be informed of the outcome of any complaints within five working days. | 98% | 25.0% | Contractor will be required to report on progress for the Contract Team to verify |

# Lot 2 Only

| **Key Performance Indicators** | | **Summary** | **Payment Threshold** | **Weight** | **Responsibility for Measuring** |
| --- | --- | --- | --- | --- | --- |
| Enforcement Patrols | Schedule of Patrols | Contractor will be expected to meet a patrol rota and provide evidence for having done so. Any changes to the rota will be agreed at operational meetings. | 85% | 22.5% | Contractor will be required to report on progress for the Contract Team to verify |
| Response to Additional Enforcement Requests | Contractor will be expected to action enforcement requests and provide feedback on their outcome within three working days of receiving such requests. | 95% | 5.0% | Contractor will be required to report on progress for the Contract Team to verify |
| Management Performance and Resources | Reporting | Contractor will be expected to provide monthly reports to the Council (see appendix) by the 8th day of each month. Responses to any requests for information from the Council will be expected within two working days. | 100% | 15.0% | Contractor will be required to report on progress for the Contract Team to verify |
| Staffing Resource | Contractor will be expected to be running at full capacity at all times.  (The minimum accepted capacity of 85% provides an allowance for sickness, annual leave and vacancies.) | 85% | 15.0% | Contractor will be required to report on progress for the Contract Team to verify |
| Notice Processing | Issuing | Contractor will be expected to correctly issue PCNs so that there is no need for any to be cancelled due to CEO error. | 95% | 15.0% | Contractor will be required to report on progress for the Contract Team to verify |
| Customer Contact | | Any query / complaint / permit or season ticket request from a member of the public will be expected to be responded to by the Contractor within two working days and resolved within five working days. The Council should be informed of the outcome of any complaints within five working days. | 98% | 27.5% | Contractor will be required to report on progress for the Contract Team to verify |

# Appendix

|  |
| --- |
| **Monthly reports required to meet the reporting KPI will include but may not be limited to:** |
|  |
| **Both Lots** |
| Weekly staffing rotas – including absence |
| Monthly contract structure |
| Monthly PCN figures |
|  |
| **Lot 1** |
| Monthly season tickets sales |
| Monthly permit and scratch sales (resident parking scheme) |
|  |
| **Lot 2** |
| Weekly enforcement/beat schedule including school patrol schedule |
| Weekly cash collecting schedule |
| Weekly defect and incident reports |
| Monthly progress on additional enforcement requests |
| Monthly ANPR additions/amendments |
| Monthly dwell time usage including number of hours, peak times and payment information (night charge) |
| Monthly machine break downs / repairs |
| Monthly validated tickets |
| Monthly free barrier lifts |
| Monthly finance reconciliation |
|  |

# Annex 6 – CCTV

The purpose of CCTV installation is to monitor the activity within the car parks so as to:

* Monitor traffic flow
* Monitor entrance, exits, payment machines and provide a safe environment
* The systems have NOT been installed with the purpose of reducing the threat of crime or to assist in the prevention and detection of crime.

The Contractor is responsible for the operation of the system and ensuring compliance in the High Street and Braccan Walk car parks. The CCTV installation for the car parks is operated from the High Street parking office which is of secure design and has controlled access. The maintenance contract and equipment costs associated with the CCTV is managed via the Client. The Contractor is also able to view CCTV from the Avenue Car Park from the High Street parking office but is managed by the Lexicon. Pre-recorded footage can only be viewed by staff members who hold an SIA licence. Pre-recorded footage can only be shared with the Police at their request or via the Councils insurance team with respect to an insurance claim and not directly with members of the Public.

CCTV digital images, if they show a recognisable person, are personal data and are covered by the Data Protection Act. Anyone who believes that they have been filmed by C.C.T.V. is entitled to ask for a copy of the data, subject to exemptions contained in the Act. They do not have the right of instant access.

A person whose image has been recorded and retained and who wishes access to the data must apply in writing to the Data Protection Officer. Subject Access Request Forms are obtainable from Bracknell Forest Council.

If it is decided that a data subject access request is to be refused, the reasons will be fully documented and the data subject informed in writing, stating the reasons.

CCTV digital images, if they show a recognisable person, are personal data and are covered by the Data Protection Act. This Policy is associated with the Bracknell Forest Council (BFC) Data Protection Policy, the provisions of which should be adhered to at all times.

The systems in High Street and Braccan Walk comprises: Fixed position cameras Monitors: Multiplexers; digital recorders; Public information signs. Cameras are located at strategic points within and around the building. No camera will be hidden from view.

Signs are displayed to inform staff, visitors and members of the public that a CCTV installation is in use*.*

CCTV equipment installed as of August 2019:

**High Street Car Park:**

Comms cabinet, half size cabinet, with removable side and front and back panels, in poor condition.

Housed inside the cabinet is...

4 x pelco digital sentry encoders ENC5416

2 x PELCO DS CPPC NVRs 40 cameras total, spread over 8 floors, all static, various types used including Bullet type and static domes, and eyeball types. The bullet type cameras are housed in anti-vandal cases and the static domes and eyeballs are anti-vandal with infra reds.

5 x Duo links 1 x netgear switch

2 x active camera baluns

2 x 12/24 volt power supplies

15 - 20 approx. x 1 and 2 amp inline power supplies, situated in the riser cupboards, 2 or 3 in each riser on each floor.

2 x 24 inch CCTV monitors

**Braccan Walk Car Park:**

2 x DM ECOSENSE 16 port DVRs 32 cameras various types including bullet and static anti vandal domes with infra-red.

The bullet type are housed in anti-vandal cases.

1 x 22 inch monitor

Various inline PSUs 1 and 2 amp

1 x wall mounted 24volt PSU

# Annex 7 - Link to Traffic Regulation Orders

<https://tro.trafficpenaltytribunal.gov.uk/authority_tro>

Search for Bracknell Forest

# Annex 8 - Bracknell Forest Council Car Parks

| **Location**  **- inc. spaces** | **Types of car park** | **Hours of operation** | **Charging Hours** | **Waiting period** |
| --- | --- | --- | --- | --- |
| ***Town Centre*** | | | | |
| High Street - 926 | Multi Story - Pay on Foot | All hours - All Days | 7 Days per week, 24 Hours per day | Not Applicable |
| Braccan Walk - 730 | Multi Story - Pay on Foot | All hours - All Days | 7 Days per week, 24 Hours per day | Not Applicable |
| The Avenue - 1295 | Multi Story - Pay on Foot | All hours - All Days | 7 Days per week, 24 Hours per day | Not Applicable |
| Weather Way - 29 | Surface- Pay and Display | All hours - All Days | 7 Days per week, 24 Hours per day | Not Applicable |
| Wick Hill - 125 | Surface- Pay and Display | All hours - All Days | 7 Days per week, 24 Hours per day | 20 Hours |
| Albert Road - 223 | Surface- Pay and Display | All hours - All Days | 7 Days per week, 24 Hours per day | Not Applicable |
| Behind Banks - Service Yard D - 28 | Surface- Pay and Display | All hours - All Days | Between 6am -6pm Mon-Sun Between 6pm - 6am Mon-Sun | Not Applicable |
| Easthampstead House - 110 | Surface- Pay and Display- Closed | All hours - All Days | Between 4pm and 6am Mon-Fri Between 6am and 6pm Sat-Sun Mon-Sun 6pm to 6am | Not Applicable |
| Service Yard H - | Surface – Permit (non-public) | All hours - All Days | Not Applicable | No Limit |
| Time Square - 134 | Surface- Pay and Display- Closed | All hours - All Days | Between 7:30pm -6am Mon-Fri From 7:30pm Fri to 6am Mon 24 Hours per day on Bank Holidays and Public Holidays | 10 Hours |
| Market Street Service Area - 28 | Surface- Permit | All hours - All Days | Not Applicable | No Limit |
| ***Leisure Sites*** | | | | |
| Coral Reef - 259 | Surface- Pay and Display | 7am- 10:30pm Mon-Fri 8am-9pm Sat-Sun - All days | 7am- 10:30pm Mon-Fri 8am-9pm Sat-Sun - All days | 7am- 10:30pm Mon-Fri 8am-9pm Sat-Sun - All days |
| Look Out - 350 | Surface- Pay and Display | 7am- 8:30pm-April- September -All Days | 7am- 8:30pm-April- September | 7am- 8:30pm-April- September |
| ***Out of Town*** | | | | |
| Bay Road - 14 | Surface- Free | All hours- All Days | Not Applicable | No Limit |
| Bay Road South - 24 | Surface- Free | All hours- All Days | Not Applicable | No Limit |
| Birch Hill - 54 | Surface- Free | All hours- All Days | Not Applicable | 2 hours with return prohibited within 2 hours between 8am and 18pm Mon-Sat inclusive |
| Bywood - 34 | Surface- Free | All hours- All Days | Not Applicable | No limit |
| Crown Wood - 39 | Surface- Free | All hours- All Days | Not Applicable | No limit |
| Great Hollands -59 | Surface- Free | All hours- All Days | Not Applicable | 2 hours with return prohibited within 2 hours between 8am and 18pm Mon-Sat inclusive |
| Heath Hill - 33 | Surface- Free | All hours- All Days | Not Applicable | 2 hours with return prohibited within 2 hours between 8am and 18pm Mon-Sat inclusive |
| Leppington - 92 | Surface- Free | All hours- All Days | Not Applicable | No limit |
| Napier - 8 | Surface- Free | All hours - All Days | Not Applicable | 2 hours with return prohibited within 2 hours between 8am and 18pm Mon-Sat inclusive |
| Netherton - 35 | Surface- Free | All hours - All Days | Not Applicable | No Limit |
| New Road - 18 | Surface- Free | All hours - All Days | Not Applicable | 2 hours with return prohibited within 2 hours between 8am and 18pm Mon-Sat inclusive |
| Rectory Road - 15 | Surface- Free | All hours- All Days | Not Applicable | No limit |
| Broadway - 42 | Surface- Free | All hours - All Days | Not Applicable | No limit |
| The Square - 31 | Surface- Free | All hours- All Days | Not Applicable | No limit |
| Victoria Road - 8 | Surface- Free | All hours- All Days | Not Applicable | No limit |
| Wellington - 25 | Surface- Free | All hours - All Days | Not Applicable | 2 hours with return prohibited within 2 hours between 8am and 18pm Mon-Sat inclusive |
| Wildridings - 18 | Surface- Free | All hours- All Days | Not Applicable | No limit |
| William Twigg - 77 | Surface- Free | All hours- All Days | Not Applicable | No limit |
| Yeovil Road - 29 | Surface- Free | All hours - All Days | Not Applicable | 2 hours with return prohibited within 2 hours between 8am and 18pm Mon-Sat inclusive |
| York Way - 4 | Surface- Free | All hours- All Days | Not Applicable | No limit |

# Annex 9 - Map of Bracknell Forest Car Parks



