

Data Sharing Agreement

Between Wrexham County Borough Council and Wrexham BID Ltd

Last Updated: February 2026

1. Purpose of the Agreement

This Data Sharing Agreement ("Agreement") governs the transfer of personal data between Wrexham County Borough Council ("the Council") and Wrexham BID Ltd ("the BID") for the administration of the Wrexham Business Improvement District.

The purpose of this data transfer is to:

- Identify businesses liable for the BID Levy within the Wrexham BID boundary.
- Enable the accurate billing, collection, and enforcement of the BID Levy.
- Facilitate communication with levy payers regarding BID projects, ballots, votes, and Annual General Meetings.

2. Legal Basis for Sharing

The sharing of data under this Agreement is necessary for the performance of a task carried out in the public interest and in the exercise of official authority vested in the parties under:

- The Business Improvement Districts (Wales) Regulations 2005
- The Local Government Act 2003
- UK GDPR Article 6(1)(e) — Public Task

3. Data Categories to be Shared

The Council shall provide the BID with the following "Levy Payer Data" extract on an annual basis:

Data Field	Purpose
NNDR Account Number	Unique identifier for each hereditament
Ratepayer Name	Limited Company or Individual trading name
Hereditament Address	Business premises address within the BID boundary
Billing Address	Correspondence address if different from premises
Rateable Value (RV)	Used to calculate the individual levy amount
Empty Property Status	To determine exemption or liability for levy

4. Data Transfer Process

- **Frequency:** The Council will provide an updated "Master List" annually following the setting of new financial year rates, and on an ad hoc basis where significant changes occur (e.g., new hereditaments or

substantial changes in rateable value).

- **Method:** Data must be transferred via a secure, encrypted method — either a Secure File Transfer Protocol (SFTP) or a password-protected, encrypted file via a secure government email (e.g., a .gov.uk address).
- **Format:** Standardised Excel or CSV format compatible with the BID's management software. Column headers must be consistent with those specified in Appendix A.

5. Roles and Responsibilities

Role	Party	Responsibility
Data Controller	WCBC (the Council)	Responsible for the accuracy and currency of the NNDR billing data supplied.
Data Controller	Wrexham BID Ltd	Responsible for the lawful and secure storage, use, and disposal of data once received.
Data Processor	Named Third-Party Software Provider	Any software or platform used by the BID to manage levy data must be named in Schedule 1 and subject to a Data Processing Agreement.

6. Permitted and Prohibited Use

Permitted Use

- Mailing levy invoices, statutory notices, newsletters, and ballot papers to eligible businesses.
- Verifying levy liability and calculating individual levy amounts.
- Internal BID administration and Board reporting.

Prohibited Use

- The BID must not sell, lease, transfer, or otherwise share this data with any third-party commercial entity, including marketing agencies, energy brokers, or insurance providers.
- The data must not be used for any purpose outside the defined BID Area or beyond the current BID Term.
- Data must not be combined with externally sourced commercial datasets without the prior written consent of both parties.

7. Security and Retention

- **Security:** Wrexham BID Ltd agrees to store all data on password-protected, encrypted devices. Physical documents must be stored in locked cabinets at the BID's registered address. Access is restricted to the BID Manager and authorised Board members.
- **Retention:** Data will be held for the duration of the 5-year BID term. At the end of the term, or if the BID is wound up, all data must be securely deleted or shredded, except where required for tax, audit, or legal purposes.

8. Data Subject Rights

Both parties will cooperate promptly and in good faith to respond to any Subject Access Requests (SARs) or "Right to be Forgotten" requests received from data subjects. Both parties will acknowledge receipt of any such request within five working days.

Note: Because the BID levy is a statutory tax, the Right to Erasure does not apply to personal data that is required for billing and enforcement purposes.

9. Breach Notification

Each party agrees to notify the other without undue delay, and in any event within 48 hours, upon becoming aware of any actual or suspected data breach involving the shared data. Both parties will cooperate to contain the breach and fulfil any obligations to the ICO under UK GDPR Article 33.

10. Review and Termination

This Agreement shall be reviewed annually, or sooner if there is a material change in BID operations, legislation, or ICO guidance. Either party may terminate this Agreement with 30 days' written notice. Upon termination, all data shared under this Agreement must be returned or securely destroyed.

11. Signatories

On behalf of Wrexham County Borough Council		On behalf of Wrexham BID Ltd	
Signed: _____	Name: _____	Signed: _____	Name: _____
_____	Date: _____	_____	Date: _____
_____		_____	