



Uttlesford District Council

Chief Executive: Dawn French

SUPPLEMENTARY PACK

Cabinet

Date: Thursday, 24th May, 2018

Time: 7.00 pm

Venue: Council Chamber - Council Offices, London Road, Saffron Walden,
CB11 4ER

Chairman: Councillor H Rolfe

Members: Councillors S Barker, S Howell, V Ranger, J Redfern and H Ryles

ITEMS WITH SUPPLEMENTARY INFORMATION

- 6 Report of Delegated Decisions taken by Cabinet Members 3 - 42**
(standing item)

To receive for information any delegated decisions taken by Cabinet Members since the previous Cabinet meeting.

Decision: Saffron Walden Business Improvement District (Decision Notice published on 18 May 2018)



Uttlesford District Council

Chief Executive: Dawn French

For information about this meeting please contact Democratic Services

Telephone: 01799 510369 or 510548

Email: Committee@uttlesford.gov.uk

General Enquiries

Council Offices, London Road, Saffron Walden, CB11 4ER

Telephone: 01799 510510

Fax: 01799 510550

Email: uconnect@uttlesford.gov.uk

Website: www.uttlesford.gov.uk

NOTICE OF EXECUTIVE DECISION

Decision maker	Date of decision	Details of Decision	Reasons	Other options considered and rejected	Conflict of interest declared by any Executive member consulted	Contact officer from where the documents can be obtained
Portfolio Holder for Economic Development	18 May 2018	<p>To agree the content of the draft Baseline Service Statements for Car Parking, Street Services and Environmental Health relating to the Saffron Walden Business Improvement District (SWBID).</p> <p>To agree the content of the draft SWBID Operating Agreement.</p> <p>To agree to the publication of the above mentioned documents on the SWBID website and for officers to make them available for</p>	<p>The Council has a responsibility to complete and provide Baseline Service Statements to the Saffron Walden BID, to ensure that services the BID provides are additional to those currently being delivered by the Council.</p> <p>The Council has a responsibility to collect the SWBID Levy and must agree an Operating Agreement which</p>			Roger Harborough, Director - Public Services

		scrutiny by local businesses throughout the BID ballot period at the Council Offices, London Road, Saffron Walden CB11 4ER.	sets out the terms of the relationship between the Council and the SWBID Company relating to the collection of the BID Levy.			
--	--	---	--	--	--	--

A decision will come into force and may be implemented on the expiry of five working days after the date of publication unless either the Chairman or any three members of the Scrutiny Committee objects and calls it in.

Committee:	Delegated Authority lies with Cabinet Member	Date:
Title:	Saffron Walden Business Improvement District	18 May 2018
Portfolio Holder:	Cllr Howard Ryles – Economic Development Portfolio Holder	
Report Author:	Roger Harborough Director of Public Services 01799 510457	Key decision: No

Summary

1. The Saffron Walden Business Improvement District (SWBID) Steering Group established in 2017 by the Saffron Walden Town Team is leading on the development of a potential Business Improvement District (BID) in Saffron Walden. The District Council has a role in the consideration of a BID and if established its operation.
2. The SWBID Steering Group recently made the decision to take its proposal for a BID to a ballot of all businesses in the designated Saffron Walden BID area.
3. The Council has commissioned Electoral Reform Services to conduct the ballot on its behalf.
4. The Council has a number of additional responsibilities, outlined in the Government's Technical Guidance for Local Authorities. These include:
 - a. Provision of Baseline Service Statements
 - b. Input into an Operating Agreement with the SWBID
 - c. Holding BID Business Plan and Proposals for scrutiny by local businesses from the BID area during the ballot.
5. This report relates directly to the Baseline Service Statements and Operating Agreement.
6. A further report will be presented when the SWBID Business Plan and BID Proposals are available w/c 21 May 2018.

Recommendations to Cabinet Member

- 7a. To agree the content of the draft Baseline Service Statements for Car Parking, Street Services and Environmental Health relating to the Saffron Walden Business Improvement District (SWBID).
- 7b. To agree the content of the draft SWBID Operating Agreement.
- 7c. To agree to the publication of the above mentioned documents on the SWBID website and for officers to make them available for scrutiny by local businesses

throughout the BID ballot period at the Council Offices, London Road, Saffron Walden CB11 4ER.

8. Reason

- a. The Council has a responsibility to complete and provide Baseline Service Statements to the Saffron Walden BID, to ensure that services the BID provides are additional to those currently being delivered by the Council.
- b. The Council has a responsibility to collect the SWBID Levy and must agree an Operating Agreement which sets out the terms of the relationship between the Council and the SWBID Company relating to the collection of the BID Levy.

Financial Implications

- 9. It was agreed by Chief Officer Management Team on 29 November 2017 that:
 - a. The SWBID would not be charged for any internal costs to cover the set-up of systems to collect the BID Levy
 - b. The SWBID would be charged 3% of billed BID Levy to cover the costs of collection. This is in line with The National BID Criteria 2018 as a maximum fee payable to a local authority for collection of the BID Levy.

Background Papers

10. The following papers were referred to by the author in the preparation of this report and are available for inspection from the author of the report.

Technical Guidance for Local Authorities
The 2018 National BID Criteria

Impact

11.

Communication/Consultation	Businesses were widely consulted in the preparation of the BID Proposals.
Community Safety	N/A
Equalities	N/A
Health and Safety	N/A
Human Rights/Legal Implications	UK Government legislation covers BID development.

Sustainability	N/A
Ward-specific impacts	The defined SWBID area lies within Saffron Walden Audley ward.
Workforce/Workplace	UDC staff in Economic Development, Environmental Health, Street Services, Finance, Revenues and Legal have all been involved in the preparation of the documents covered by this report.

Situation

12. Background of SWBID Proposal

13. In 2015 the Economic Development Team researched models for sustainable town centre support and identified that BIDs were proving successful in many parts of the UK. The potential development of BID in Saffron Walden was included in the Economic Development Strategy 2016 – 18, which was approved by Cabinet in early 2016.

14. What is a BID?

15. There was a need to develop a long term sustainable model for delivering effective town and city centre management. This was necessary as town and city centre partnership had depended on voluntary funding which could not be guaranteed. Legislation covering the establishment of BIDs in England and Wales was passed in 2003 with subsequent regulations passed in 2004 and 2006.
16. The first UK BID was established in 2005. There are 300 active BIDs in the UK. Some are now in their third term.
17. A BID is a legal entity, a separate company, a business-led and non-profit organisation, established for a maximum of 5 years. It covers a defined geographical commercial area which varies in shape and size. Within the BID businesses vote to pay a levy for the delivery of projects and services to improve their trading environment. These services must be additional to those being delivered by the public sector agencies.
18. A BID Business Plan, produced before the BID Ballot sets out the projects and services to be delivered if the BID is established. The BID legislation states that the BID will only be established after a 28 day postal BID Ballot. A positive BID ballot result requires a positive vote from a simple majority of those who vote, and that the total rateable value of the yes vote is greater than the total rateable value of the no vote. This double trigger ensures that the vote is representative of businesses of all sizes.

19. The BID Levy is collected by the local authority and passed to the BID Company. An Operating Agreement is drawn up by the local authority and the BID Company to agree the method and process for collecting the BID Levy.
20. Local authorities draw up Baseline Service Statements of services being delivered from public funds. BIDs are only allowed to deliver additional services to those currently being delivered.

21. Potential BID in Saffron Walden

22. The Saffron Walden Steering Group, established by the existing Saffron Walden Town Team in 2017, is leading the development of the BID, chaired by the Manager of Waitrose.
23. Cllr Redfern is a Steering Group Member representing UDC.
24. Proposed number of hereditaments in Saffron Walden BID which would be eligible to pay the BID Levy would be 280, compared with the national median of 408 hereditaments.
25. Saffron Walden BID Steering Group are proposing that a BID Levy of 1.5% is payable on all businesses with a rateable value of £5,000 or more. This would result in a total BID Levy of approximately £95kp.a., which is well below the national median BID Levy of £255kp.a.

Role of the Local Authority

26. In March 2015 the DCLG issued “Technical Guidance for Local Authorities” in which they advised on a range of issues that need to be addressed by the local authority in relation to BIDs. This is available at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/415990/BIDs_Technical_Guidance.pdf

27. The local authority responsibilities include:
 - a. Veto of BID Proposals - the local authority should satisfy itself that the BID proposals do not conflict with any existing local authority policy such as the Local Plan; or propose a disproportionate burden on particular businesses. It is recommended that the BID Proposals are checked prior to the ballot to minimise the risk of having to veto after the ballot.
 - b. Submission of BID Proposals - the local authority should be satisfied that the submission from the BID Proposer meets the Regulations. It is likely that this information including details of consultation and arrangements for financial management are included in the BID Business Plan.
 - c. Contents of the BID Proposals - the local authority must check that the BID Proposals include all of the details included in the Regulations

including a description of the geographical area, a statement of baseline services, details about the BID Levy etc.

- d. Role as Service Provider (Baseline Agreement / Baseline Statement of Service) - the BID Regulations require a statement of the existing baseline services be provided by the local authority or any other public authority in the proposed BID area. The statement forms part of the BID proposals which demonstrate to businesses voting for the BID that the proposed BID services are additional to the baseline services provided by the public authorities.

It is best practice for a baseline agreement to be approved at the start of the BID's term which sets out baseline services and services to be provided by the BID.

It is unrealistic for local authorities to commit to specific service levels for the full five year term of the BID. The BID Proposer and local authority need to agree a process for reviewing the baseline agreement and best practice suggests an annual commitment to review and if necessary update service levels to reflect the services each will provide the following year.

Where a change in the baseline services provided by the local authority results in the BID having to alter the BID arrangements, it may need to hold an alternation ballot before it can do so. Changes can be made without a ballot but only if the original arrangements contain provision to this effect and only where the change would not alter the geographical boundary of the BID, increase the levy or cause anyone to pay the levy who had not previously been liable.

- e. Collection of BID Levy (Operating Agreement) - the local authority is required to manage the collection and enforcement of BID Levy charges. Chief Officer Management Team on 29 November 2017 considered a report on the costs and internal processes of the Council's role in the collection of the BID Levy.

It was agreed that the SWBID would not be charged for any internal costs to cover the set-up of systems to collect the BID Levy; and that the SWBID would be charged 3% of billed BID Levy to cover the costs of collection. This is in line with The National BID Criteria 2018 as a maximum fee payable to a local authority for collection of the BID Levy.

The BID body and local authority will establish an Operating Agreement to define the principles and processes for collecting the levy, enforcing the payment of the levy, reporting on collection and bad debt, monitoring provisions between the BID and local authority and providing regular detailed and summary information on the service to the BID as client.

Best practice suggests that a draft arrangement between the authority and BID should be available for scrutiny by businesses during the ballot period.

- f. Role of Ballot Holder - the timetable for the ballot is defined in the BID Regulations. A Notice of Ballot must notify all voters 42 calendar days before the Ballot Day (which is last day of 28 day postal ballot).
- g. Creating the Voter List - the local authority is required to create a voter list in readiness for the ballot. The voter must be an eligible ratepayer who will be liable to pay the BID Levy and that the address to which the ballot paper must be sent can be the address of the hereditament within the BID area or their principal place of business. In practice this list is developed by the Bid Steering Group throughout the development process as they attempt contact all local businesses and identify the name of the decision-maker within the business.
- h. Managing Changes to the List - the local authority should ensure the Voter List corresponds with the rating list update from the Valuation Office Agency closest to the date of Notice of Ballot.
- i. Ballot Principles - the ballot is run as a secret ballot and the BID Proposer will not be notified of which way the votes have been cast at any stage. However, the BID proposer can be advised of which ballot papers have been received.
- j. Ballot Materials - there are two sets of documents prepared for the ballot, the first set must be created and issued in line with the Regulations, while the canvassing and campaigning materials proposed by the BID proposer are not dictated by the Regulations.
- k. Ballot Documents - the local authority will send out the following:
 - i. Notification to the Secretary of State at least 42 days before Ballot Day (the day the ballot closes), confirming that the Notice of Ballot has been issued.
 - ii. Notice of Ballot and covering letter to those entitled to vote.
 - iii. Ballot Paper
 - iv. Ballot Statement – an impartial and factual document which provides an explanation of the BID arrangements and the ballot arrangements.
- l. Best practice suggests two additional documents, which are:
 - i. Statement of existing baseline services
 - ii. Draft Operating Agreement.

- m. Notification of Ballot Outcome - the Regulations require that as soon as is reasonably practicable after the ballot, the ballot holder should arrange for a public notice to be given of the outcome of the ballot.
- n. Declaring a Ballot Void - there is a 28 day period immediately after the result announcement during which a request to the Secretary of State to declare the ballot void can be made. The request can be made by either the BID Proposer, at least 5% of the voters or the local authority. If the Secretary of State declares the ballot void then a re-ballot must be made.
- o. Termination Procedures - the local authority has a role in pursuing termination procedures in the event that the BID has insufficient funds and/or is unable to deliver the services.
- p. The council on behalf of SWBID Steering Group has commissioned the Electoral Reform Services to undertake the ballot.

28. Timeline for the SWBID Ballot

- a. The timeline for a SWBID ballot is:
 - i. End of Challenge period (28 days from Ballot Date) July 27th
 - ii. Count and Declaration July 2nd
 - iii. Ballot Day (voting closes at 5pm) June 29th
 - iv. Deadline for replacement of lost or spoiled ballot papers June 25th
 - v. Deadline for proxy cancellations June 23rd
 - vi. Deadline for proxy nominations 5pm June 18th
 - vii. First Day of Ballot period June 1st
 - viii. Issue Notice of Ballot & Final Date for Publishing Business Plan (42 days before Ballot Day) May 17th

Risk Analysis

29.

Risk	Likelihood	Impact	Mitigating actions
No risk	N/A	N/A	1. N/A.

- 1 = Little or no risk or impact
- 2 = Some risk or impact – action may be necessary.
- 3 = Significant risk or impact – action required
- 4 = Near certainty of risk occurring, catastrophic effect or failure of project.

This page is intentionally left blank

SAFFRON WALDEN TOWN CENTRE BUSINESS IMPROVEMENT DISTRICT

BASELINE SERVICES STATEMENT

BASELINE ACTIVITY FOR:	Environmental Health (Environmental Protection)
EXISTING SERVICE PROVIDER:	UTTLESFORD DISTRICT COUNCIL
RESPONSIBLE OFFICER:	Marcus Watts
JOB TITLE OF RESPONSIBLE OFFICER:	Environmental Health Manager (Protection)
DATE COMPLETED:	3/1/18

Summary of service provided:	Delivery of environmental protection service. To ensure regulatory compliance on matters concerning poor and inadequate drainage, nuisance offences, air quality, contaminated land. To provide planning advice to minimise adverse impact from development.
Associated services provided:	See above
Extent of BID geography covered:	Whole BID area (SW)
Service specification:	<p>Planning consultation responses to limit adverse impact of development</p> <p>Investigation of complaints concerning poor and inadequate drainage & nuisances</p> <p>Monitoring of Air Quality</p> <p>The investigation and determination of Contaminated Land</p> <p>Provision of Animal warden services such as licensing and stray dogs</p> <p>Taxi & premises licensing enforcement activity</p> <p>Enviro crime enforcement – Fly tipping, fly posting etc.</p>
No. staff required to deliver the service:	8.5 FTE to deliver District-wide services
Equipment required to deliver the service:	3 x Air Quality monitoring stations in Saffron Walden 13 diffusion tubes
Performance measures:	<p>The extent by which the national AQ objective has been exceeded.</p> <p>Number of enquiries / complaints received during the year</p> <p>Percentage of abandoned and untaxed motor vehicles that are dealt with within 5 working days</p>

	<p>Delivery of annual Air Quality status report</p> <p>Delivery of actions as outlined within the Air Quality Action Plan.</p>
Non-compliance – mitigation procedure:	<p>Managed in accordance with the service/corporate enforcement policy</p> <p>Assessed & reported in accordance with DEFRA requirements</p>
Current costs of service provided within the BID area:	£370,708 to deliver District-wide services
Statement completed by:	<p>Marcus Watts</p> <p>Environmental Health Manager (Protection)</p>
Contact details:	01799 510595

DRAFT

SAFFRON WALDEN TOWN CENTRE BUSINESS IMPROVEMENT DISTRICT

BASELINE SERVICES STATEMENT

BASELINE ACTIVITY FOR:	STREET SERVICES
EXISTING SERVICE PROVIDER:	UTTLESFORD DISTRICT COUNCIL
RESPONSIBLE OFFICER:	CATHERINE CHAPMAN
JOB TITLE OF RESPONSIBLE OFFICER:	OPERATIONS MANAGER
DATE COMPLETED:	11/05/18

Summary of service provided:	<ul style="list-style-type: none"> • Commercial waste collection service • Street cleaning • Emptying of litter bins • Grounds Maintenance in town centre car parks within the BID area
Associated services provided:	
Extent of BID geography covered:	Whole BID area is covered as part of District wide service
Service specification:	<p>Commercial waste collection – individual businesses have contracts with UDC for waste collection services and they pay for the agreed services.</p> <p>Street Cleaning – a mechanical sweeper is used to clean George Street, Hill Street, King Street, Market Place, Market Hill and Church Street on a daily basis and other streets on a weekly basis.</p> <p>Emptying litter bins on the following streets at least twice weekly:</p> <ul style="list-style-type: none"> • Church Street • Market Street • Market Square • King Street • Cross Street • Gold Street • High Street • George street
No. staff required to deliver the service:	<p>2 staff for commercial waste – 1 driver & 1 loader</p> <p>1 mechanical sweeper driver</p> <p>1 street cleansing operative</p> <p>2 grounds maintenance operatives</p>
Equipment required to deliver the service:	<p>Mechanical sweeper</p> <p>Street cleansing van</p> <p>Refuse collection vehicle</p> <p>Grounds maintenance vehicle, hedge cutter, strimmer and chainsaw</p>
Performance measures:	Number of businesses with commercial waste contracts with UDC.
Non-compliance – mitigation	On-line complaint form can be completed.

procedure:	Customer Service Centre accept telephone complaints – 01799 510510. Official complaints can be submitted through the Executive Team.
Current costs of service provided within the BID area:	Unable to extract the costs from the whole service cost for the district so the net direct total costs have been provided from the 2018/19 budget book. Street cleansing: £384,010 Grounds maintenance: £314,340 Waste Management (including all domestic service provision as well as commercial waste): £509,160
Statement completed by:	Catherine Chapman Operations Manager
Contact details:	cchapman@uttlesford.gov.uk 01799 510557

DRAFT

SAFFRON WALDEN TOWN CENTRE BUSINESS IMPROVEMENT DISTRICT

BASELINE SERVICES STATEMENT

BASELINE ACTIVITY FOR:	Off-street Car Parking
EXISTING SERVICE PROVIDER:	UTTLESFORD DISTRICT COUNCIL
RESPONSIBLE OFFICER:	Simon Jackson
JOB TITLE OF RESPONSIBLE OFFICER:	Economic Development Officer
DATE COMPLETED:	24/04/2018

Summary of service provided:	<p>Provision and management of 10 car parks across the district, two of which of which are in the Saffron Walden BID area, i.e. Fairycroft Road car park and the Rose and Crown car park.</p> <p>Provision of grounds maintenance and street cleaning services in the car parks is covered in the Street Baseline Services Statement.</p>
Associated services provided:	Day to day management and enforcement of the Car Park Order 2017 is delivered by the North Essex Parking Partnership (NEPP) UDC has a Service Level Agreement (SLA) with NEPP to cover all aspects of the off-street car parking operation.
Extent of BID geography covered:	Fairycroft Road car park and the Rose and Crown car park are both within the Saffron Walden BID area.
Service specification:	<p>Fairycroft Road car park is attached to the Waitrose store.</p> <p>Maximum stay: 3 hours Tariffs: Up to 30 minutes – 50p, Up to 1 hour – 70p, Up to 2 hours - £1.20, Up to 3 hours - £2 No. spaces: 294 marked bays</p> <p>The car park includes a multi-storey with one area of the top floor extending across the roof of the store. There is also a small ground level area adjacent to the multi-storey car park. Waitrose and UDC have a series of leases that set out the responsibilities for each party within the car park.</p> <p>Rose and Crown car park Maximum stay: 2 hours Tariffs: Up to 30 minutes – 50p, Up to 1 hour – 70p, Up to 2 hours - £1.20 No. spaces: 27 marked bays</p> <p>Opening hours in both car parks – open to the public 24 hours a day, chargeable hours are 8a.m. – 5p.m.</p> <p>NEPP officers inspect both car parks on a daily basis and check that ticket machines are operational.</p> <p>NEPP employ Civil Enforcement Officers who patrol both off-street car parks and on-street car parking across the District. They patrol all off-street car parks</p>

	<p>on a rota that changes every day and they also respond to specific reports.</p> <p>Maintenance and repairs are undertaken as required.</p> <p>A mechanical sweeper sweeps all floors of the Fairycroft Road car park, except the roof of the store, weekly on Sundays.</p>
No. staff required:	<p>UDC has an SLA in place with the North Essex Parking Partnership who manage the car parks on behalf of UDC, and enforce the Car Park Order 2017. There is at least one inspection by a Technical Officer daily and regular visits from Civil Enforcement Officers.</p> <p>Three members of UDC staff are responsible for management of the district's 10 off street car parks as part of their roles.</p>
Equipment required:	<p>Car park ticket machines – 1 in Rose and Crown and 11 in Fairycroft Road car park.</p>
Performance measures:	<p>No. car park tickets purchased</p> <p>Compliance with Fit for Purpose Car Park Audit</p>
Non-compliance – mitigation procedure:	<p>UDC Complaints Procedure</p>
Current costs of service provided within the BID area:	<p>£158,000 is the cost of the SLA with NEPP to provide services across the District.</p> <p>Operational costs - electricity and business rates for BID area car parks - £53,400</p> <p>Cleaning Fairycroft Road car park - £4,000p.a.</p>
Statement completed by:	<p>Simon Jackson</p>
Contact details:	<p>sjackson@uttlesford.gov.uk</p>

**SAFFRON WALDEN BUSINESS IMPROVEMENT DISTRICT
OPERATING AGREEMENT**

UTTLESFORD DISTRICT COUNCIL
and
SAFFRON WALDEN BID COMPANY LIMITED

DATED

Contents

- 1 Definitions
 - 2 Statutory Authorities
 - 3 Commencement
 - 4 Setting the BID Levy
 - 5 The BID Revenue Account
 - 6 Debits from the BID Revenue Account
 - 7 Collecting the BID Levy
 - 8 Communication with BID Levy Payers regarding collection
 - 9 Procedures available to the Council for enforcing payment of the BID Levy
 - 10 Enforcement Mechanisms for non-collection of the BID Levy by the Council
 - 11 Accounting Procedures and Monitoring
 - 12 Termination
 - 13 Confidentiality
 - 14 Notices
 - 15 Miscellaneous
 - 16 Exercise of the Council's powers
 - 17 Contracts (Rights Of Third Parties)
 - 18 Arbitration
- Schedule 1 – The BID Levy Rules
- Schedule 2 – BID Business Plan
- Schedule 3 - The Baseline Agreement
- Schedule 4 - The Complementary Services Agreement
- Schedule 5 - Recovery

Operating Agreement

Dated

Between

- (1) Uttlesford District Council of Council Offices, London Road, Saffron Walden, Essex
CB11 4ER
and
- (2) Saffron Walden BID Company Limited [registered as a company limited by guarantee
in England with number ** whose registered office is at **]

Recitals

- A The Council is the billing authority for the purposes of the Local Government Act 2003 and is responsible for collecting the BID Levy and administering the BID Revenue Account which shall be used towards the operation of the BID within the area of the Council and the funding of the BID Proposal.
- B The BID Company is responsible for the operation of the BID and for using the BID Levy for the purposes of achieving the objectives and aspirations set out in the BID Proposal.
- C Both parties wish to confirm the arrangements by which the BID Levy shall be collected together with general arrangements as to the relationship to be established between the Council and the BID Company for the duration of the BID.
- D The purpose of this Agreement is to:
- establish the procedure for setting the BID Levy;
 - confirm the basis upon which the Council will be responsible for collecting the BID Levy;
 - set out the enforcement mechanisms available for collection of the BID Levy;
 - set out the procedures for accounting and transference of the BID Levy;
 - provide for the monitoring and review of the collection of the BID Levy; and

- confirm the manner in which the Council's expenses incurred in collecting the BID Levy shall be paid.

It is agreed:

1 Definitions

the Annual Report means a report to be prepared by the Council which details the following:-

- (i) the total amount of BID Levy collected during the relevant Financial Year;
- (ii) details of the success rate for the collection of the BID Levy;
- (iii) the Council's proposals (if any) to help improve its efficiency in the collection and enforcement of the BID Levy;
- (iv) details of those BID Levy Payers who have paid the BID Levy and those who have not paid the BID Levy; and
- (v) the Council's proposals for bad or doubtful debts.

the Appeal Notice means a notice to be served by the BID Company in accordance with **clause 9.2**.

the Ballot Result Date means the date upon which a successful ballot result has been declared in favour of putting in place the BID Proposal.

the Baseline Agreement means the draft Agreement annexed at Schedule 3.

the Complementary Services Agreement means the draft Agreement annexed at Schedule 4.

the BID means the Business Improvement District which operates within Saffron Walden town centre (*see map attached*) and which is managed and operated by the BID Company as set out in the Business Plan.

the BID Business Plan (Schedule 2) means the plan voted for by the BID Levy Payers which sets out the objectives of the BID and identifies the various projects which will be undertaken using funds raised via the BID Levy.

the BID Company's Report means a report for each Financial Year to be prepared by the BID Company which details the following:-

- (a) the total income and expenditure of the BID Levy;
- (b) other income and expenditure of the BID Company not being the BID Levy;
- (c) a statement of actual and pending deficits; and
- (c) the various initiatives and schemes upon which the BID Levy has been expended by the BID Company

the BID Levy means the charge to be levied and collected within the BID Area pursuant to the Regulations

the BID Company's Termination Notice means a notice to be served by the BID Company on the Council pursuant to clause 11.8

BID Levy Payer(s) means the non-domestic rate payers responsible for paying the BID Levy

the BID Levy Rules means the rules set out in the Schedule 1 which sets out how the BID Levy will be calculated, details of Exempt or Discounted Properties and other requirements related to the BID Levy (as may be amended by a successful alteration ballot)

the BID Revenue Account means the account to be set up in accordance with Regulation 14 and operated in accordance with Schedule 3 of the Regulations

the BID Term means the period of 5 years from [X] to [X] (*insert date*)

the Council's Termination Notice means the notice to be served by the Council on the BID Company pursuant to **Clause 11.1**

the Contributors means the BID Levy Payers or other Contributors making voluntary contributions to the BID company.

Demand Notice shall have the same meaning ascribed to it as further set out in paragraphs 3 of Schedule 4 of the Regulations

Heredity shall have the same meaning as defined in the Regulations

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

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

the Enforcement Expenses means the costs which are incurred by the Council in issuing a Reminder Notice, obtaining Liability Orders and associated administrative expenses which may be incurred in recovering unpaid BID Levy provided that such costs shall not exceed £90 against any one BID Levy Payer.

the Enforcement Notice means a notice to be served on the Council as specified in **Clause 9**

the Exceptions means the circumstances in which the Council shall not be required to seek to enforce payment of the BID Levy where a BID Levy payer has failed to make payment pursuant to a Demand Notice. **The exceptions are as further set out in Schedule ****

the Exempt or Discounted Properties means those class or classes of properties as identified in the BID Levy Rules which shall be exempt either from any requirement to pay the BID Levy or are permitted a discount on the BID Levy

the Financial Year means the financial year for the BID Company which runs from ** to **
(insert months)

the First Priority Payment means the first 6 monthly administrative expenses incurred by the Council in respect of all reasonable costs arising out of compliance with its obligations under this Agreement and the Regulations [provided that such costs shall not exceed 3% of the total value of the billed BID Levy in any one Financial Year]

Liability Order means an order obtained from the Magistrates Court

the Monitoring Group¹ means the group to be set up to monitor the collection and enforcement of the BID Levy (as referred to in Clause 11) such group to consist of 3 Council officers (Economic Development, Finance and Revenues) and ** representatives from the BID Company [and ** Other Contributors if appropriate]

the Operational Date² means the date upon which the BID Proposal comes into force.

the Public Meeting means the meeting to be held of all BID Levy Payers pursuant to the Public Meeting Notice

the Public Meeting Notice means a notice to be served pursuant to Clause 11.1 or 11.8 by either the Council or the BID Company which provides the following:-

- (a) confirmation that either party is considering terminating the BID;
- (b) details of the venue where the public meeting will be held;
- (c) confirmation that all BID Levy Payers who attend will be permitted to make representations

the Regulations means the Business Improvement Districts (England) Regulations [2004] and such amendments made by the Secretary of State pursuant to Section 48 of the Local Government Act 2003 (from time to time)

the Reminder Notice means the notice to be served pursuant to Clause 8.1

2 Statutory Authorities

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

3 Commencement

3.1 This Agreement shall take effect on XX and shall continue until it either expires or is terminated in accordance with this agreement.

4 Setting the BID Levy

4.1 Immediately upon the Ballot Result Date the Council shall:-

- (i) calculate the BID Levy due from each BID Levy Payer in accordance with the BID Levy Rules (Schedule 1); and
- (ii) confirm in writing to the BID Company the BID Levy payable annually by each BID Levy Payer
- (iii) enter into the Baseline Agreement (Schedule 3) with the BID Company.

5 The BID Revenue Account

5.1 On commencement of this agreement the Council shall set up the BID Revenue Account and provide written confirmation to the BID Company once this has been carried out together with details of the account number sort code and any other details which the BID Company may specify.

5.2 On commencement of this agreement the BID Company shall provide the Council with details of its own bank account into which the BID Levy shall be transferred from the BID Revenue Account.

6 Debits from the BID Revenue Account

6.1 The Council shall not debit any reasonable administrative expenses directly from the BID Revenue Account.

6.2 Upon the expiry of three months from the commencement of the BID Levy year (and throughout the BID Term) the Council shall provide quarterly invoices for its administration charges. Payment should be made in accordance with the Council's standard terms and conditions with payment being made by the BID Company within **X days**.

6.3 Administration charges shall be calculated as 3% of the billed BID Levy.

6.4 In the event that the BID Company fails to pay the said invoices within the prescribed time period then notwithstanding Clause 6.1 the Council shall be permitted to recover the invoiced costs directly from the BID Revenue Account.

6.5 The Council shall be entitled to recover the Enforcement Expenses from the BID Company as and when they are incurred and shall provide an invoice to the BID Company which provides a detailed breakdown of the costs incurred.

6.6 The BID Company shall arrange for any invoiced Enforcement Expenses to be paid within X days from the date of such invoice. In the event the BID Company fails to pay the said invoices within the prescribed time period then notwithstanding clause 6.1 the Council shall be permitted to recover the invoiced Enforcement Expenses directly from the BID Revenue Account.

7 Collecting the BID Levy

7.1 The BID Levy invoice shall be sent under separate cover from the Business Rate Demand Notice at the beginning of the BID Levy year.

7.2 Pursuant to clause 7.1 the Council shall serve the Demand Notices on each BID Levy payer and thereafter shall continue to calculate the BID Levy and serve the Demand Notices throughout the BID Term. (Schedule 1)

7.3 The Council shall maintain a list which identifies payment and/or non payment of the BID Levy and shall make this available to the BID Company upon its reasonable request.

7.4 The Council shall use all reasonable endeavours to collect the BID Levy on the date specified (pursuant to clause 7.1 above) and thereafter on an annual basis and in accordance with the procedure set out in Schedule 4 of the Regulations.

7.5 The Council shall take all reasonable steps for collecting the BID Levy which are consistent with its usual procedures for the collection of non-domestic rates as set out in 8.1 and 8.2 (Schedule 5).

- 7.6 Refunds will be payable by the Council to the BID Levy Payer only in the event of the overpayment of the Levy by a BID Levy Payer.
- 7.7 The amount paid out in respect of refunds by the Council will be deducted from the BID Levy Payers account and the next payment made to the BID Company will be net of these refunds.
- 7.8 Within 10 working days from the end of the Council's monthly accounting period the Council shall advise the BID Company of the amount held in the BID Revenue Account.
- 7.9 On receipt of an invoice from the BID Company showing the said figure the Council shall pay the BID Company this figure (plus VAT) within 10 working days. The total amount will be transferred to the BID Company's own bank account as specified in Clause 5.2 above and provide written confirmation of the sum transferred.

8. Communication with BID Levy Payers regarding Levy collection

8.1 The BID Company and the Council shall agree a template design for all levy collection materials including enforcement materials before the first demand notices are sent. The materials shall meet with the BID regulation requirements.

8.2 The BID Company and the Council shall agree a schedule for the provision of information from the BID Company (BID Company Report) which will be sent out with the invoice to the BID Levy Payers on an annual basis.

8.3 The BID Company shall refer all enquiries from BID Levy Payers regarding Demand and Enforcement Notices, and payment terms to the Council.

8.4 The Council shall refer all enquiries from the BID Levy Payers regarding the services provided by the BID Company for the BID Levy payment to the BID Company.

8.5 The Council shall ensure that the information set out in the BID Regulations, or such other information requirements under the Regulations is included with each Demand Notice.

This shall include:

- (i) the revenue received by the BID in the previous year.
- (ii) the amount spent on BID arrangements in the previous year.
- (iii) a description of the matters on which it was spent, and
- (iv) a description of the matters which it is intended to spend the revenue from the BID Levy in the financial year.

9. Procedures available to the Council for enforcing payment of the BID Levy

9.1 In the event that the BID Levy is not paid **within X days** from the date that it becomes payable then (subject to the Exceptions or as may otherwise be agreed between the parties) the Council shall serve a Reminder Notice on such relevant BID Levy Payer which shall:-

- (i) identify the sum payable;
- (ii) provide a further **X days** for payment to be made;

If full payment has not been made after X days the Council shall serve a Summons Notice on such relevant BID Levy Payers which shall:

- (i) identify the sum payable;
- (ii) provide a further X days for payment to be made;
- (iii) confirm that the Council will make an application to Magistrates Court for a Liability Order to recover the unpaid sum together with costs.

9.2 If after a further X days from the payment date stated in the Summons Notice the outstanding sum of the BID Levy has not been paid, the Council shall make an application to the Magistrates Court for a Liability Order to recover the outstanding sum of the BID Levy as is permitted by the Regulations and the Non Domestic Rating (Collection & Enforcement) (Local Lists) Regulations 1989 (as amended)³

10. Enforcement Mechanisms for non-collection of the BID Levy by the Council

10.1 In the event that the Council is not enforcing payment of the BID Levy pursuant to Clause 8 above the BID Company shall serve the Enforcement Notice on the Council requesting that:-

- (i) it serve a Reminder Notice; or
- (ii) it takes steps to obtain a Liability Order through the Magistrates Court pursuant to Clause 8.2 above.

³ Note that under the NNDR enforcement mechanisms it goes further than Liability Orders; this can include distress. Consider if practically this is an option to be pursued. If not consider including it as an "Exception".

10.2 Within 14 (fourteen) days of receipt of such Enforcement Notice and the Council shall thereafter provide written confirmation of the action taken to the recover the unpaid BID Levy.

10.3 If after being served an Enforcement Notice the Council fails to take the requested action within the specified time frame then the BID Company shall serve an Appeal Notice to the Chief Executive of the Council. Such notice shall:-

10.3.1.1.1 detail the sum which remains unpaid;

10.3.1.1.2 confirm that the Council has failed to use the enforcement mechanisms available to it under this Agreement to recover the sum; and

10.3.1.1.3 request a meeting take place between the Chief Executive, relevant officers of the Council and BID Company to achieve a solution and/or agree a strategy to recover the outstanding sum such meeting to take place in any event no later that 28 (twenty eight) days from service of the Appeal Notice⁴

10.4 [In the event that the Council fails to take any of the steps requested by the BID Company pursuant to clauses 9.1 and 9.2 (above) the Council shall (within 28 days of receipt of written notice from the BID Company which specifies the amount of BID Levy outstanding) pay the specified sum into the BID Revenue Account and provide written confirmation to the BID Company that this has been done]

11. Accounting Procedures and Monitoring

11.1 Within 1 (one) month from the Operational Date the Council and BID Company shall form the Monitoring Group.

11.2 Every 3 months (for the duration of BID Term) the Council shall provide the BID Company with a breakdown of:

- (1) the amount of BID Levy for each individual BID Levy Payer;
- (2) the BID Levy collected in relation to each BID Levy Payer;
- (3) details (together with the outstanding unpaid sum) of those BID Levy Payers who have not paid the BID Levy during those 3 months;
- (4) details of the Reminder Notices issued throughout that period; and
- (5) details of any Liability Orders obtained or applied for by the Council;

11.3 Every 3 months (for the BID Term) the BID Company shall provide the Council with the following details:

- 11.3.1.1 the total amount of BID Levy received
- 11.3.1.2 the total amount of income received from the Contributors (excluding the BID Levy)
- 11.3.1.3 the total expenditure during that 3 month period.

11.4 The Monitoring Group shall meet no less than twice in any one Financial Year and on all other occasions further meetings of the Monitoring Group shall be arranged by the service of written notice by either party on the other, such notice to be provided no less than [28 (twenty eight)] days prior to the date of the proposed meeting (or lesser if otherwise agreed or in cases of emergency) and provided further that such meetings can be dispensed with altogether upon the written agreement of both the Council and the BID Company

11.5 At each meeting the Monitoring Group shall

11.5.1.1.1 review the effectiveness of the collection and enforcement of the BID Levy; and

11.5.1.1.2 if required, review and assess the information provided by the Council and the BID Company pursuant to Clauses 10.2 and 10.3 above and make any recommendations for implementation as may be agreed (and which are permitted by the Regulations and the terms of this Agreement)

11.6 Within 1 (one) month after the date of the end of the BID Financial Year the Council shall provide the Annual Report to the BID Company. If the dates of the BID Financial Year match the Council's Financial Year then this report shall be provided within 2 (two) months.

11.7 Within 1 (one) month from the date of receipt of the Annual Report the BID Company shall provide the BID Company Report to the Council

12. Termination of the BID

12.1 Either party shall be permitted to terminate the BID arrangements in accordance with Section 18 (1) of the Business Improvement District (England) Regulations 2004 if there has been proper consultation with all relevant representatives of the BID area and it has served a Public Meeting Notice on the BID Levy Payers and the public meeting has taken place.

12.2 Upon termination of the BID Arrangements and this Agreement for any reason, the BID Company shall forthwith notify the Council of such termination in accordance with Regulation 18 (5) and the Council shall notify the BID Levy Payers in accordance with Regulations 18 (6) together with confirmation as to whether any part of the BID Levy is to be repaid to the BID Levy Payers.

12.3 The Council shall not be permitted to terminate the BID arrangements because:

- (i) in its opinion there are insufficient finances available to the BID Company to meet its liabilities for the chargeable period for the purposes of the BID Proposal; or
- (ii) the Council is unable, due to any cause beyond its control to provide the works or services which are secured as part of the BID Proposal

unless and until it first serves the Public Meeting Notice on the BID Levy Payers and the Council's Termination Notice on the BID Company and within 14 (fourteen) days from the date of service of such notice both parties shall arrange to meet where the purpose of such meeting shall be to discuss and/or agree all or any of the following set out in Clause 11.2 or 11.3 (whichever is applicable)

12.4 Where the BID Termination Notice relates to Clause 11.1(i) both parties shall agree and/or discuss or review the following:

- (a) the Council is concerned that the BID Company has insufficient finances to meet its liabilities for that period and details of such concerns should be made available to the BID Company;
- (b) insufficient funds;
- (c) alternative means by which the insufficiency of the funds can be remedied; and
- (d) an appropriate time frame to resolve this issue;

12.5 Where the BID Termination Notice relates to clause 11.1(ii) both parties shall agree and/or discuss or review the following:

12.5.1.1 the services or works which it is no longer able to provide together with confirmation and details as to why such works or services cannot be provided;

12.5.1.2 a review by both parties as to whether such works or services are of material importance to the BID so that termination of the BID Proposal is the only option;

12.5.1.3 alternative means of procuring the said services or works by third parties or increased financial funding from the BID Company;

12.5.1.4 alternative replacement services or works which will be acceptable to the BID Company ;

12.5.1.5 an appropriate time frame to resolve this issue

12.6 In the event that the parties cannot reach agreement in relation to the above and subject to consideration of representations made by any BID Levy Payer at the Public Meeting the Council shall be permitted to terminate the BID Proposal provided that notice by the Council to terminate the BID shall be provided to the BID Company no less than 28 days prior to termination taking place

12.7 Upon termination of the BID Proposal the Council shall review whether there is a credit in the BID Revenue Account and in the event that there are sufficient funds in the BID Revenue Account amounting to a refund of at least £5 for each BID Levy Payer (having already deducted a reasonable sum for the administration of such refund) to:

12.7.1.1 calculate the amount to be refunded to each BID Levy payer;

12.7.1.2 ensure that the amount to be refunded is calculated by reference to the amount payable by each BID Levy Payer for the last chargeable period; and

12.7.1.3 make arrangements for the amount calculated to be credited against any outstanding liabilities of each BID Levy Payer or, where there are no such liabilities refunded to the BID Levy Payer.

12.8 Upon termination of the BID the Council shall notify the BID Levy Payers of such termination in accordance with regulation 18(6) of the Regulations together with confirmation as to whether any part of the BID Levy is to be repaid to BID Levy payers in accordance with clause 11.6

12.9 The BID Company shall not be permitted to terminate the BID Proposal where:

12.9.1.1 the works or services under the BID Proposal are no longer required; or

12.9.1.2 the BID Company is unable, due to any cause beyond its control to provide works and services which are necessary for the BID to continue

unless and until it has served the BID Company's Termination Notice on the Council and thereafter carried out a proper consultation with all relevant representatives of the BID Area as considered appropriate by the Council.

12.10 Upon termination of the BID Proposal the BID Company shall notify the Council of such termination in accordance with Regulation 18(5) and the Council shall notify the BID Levy payers pursuant to Regulation 18(6) together with confirmation as to whether any part of the BID Levy is to be repaid to BID Levy payers in accordance with clause 11.6

11.10 [21] days prior to the expiry of the BID Term (notwithstanding any rebalot and new BID term commencing) the Council shall provide the BID Company with a reconciliation of the BID Revenue Account (for its written Agreement) identifying (if any) all outstanding costs payable to the Council as a consequence of collecting the BID Levy, any outstanding Enforcement Expenses and any BID Levy monies not passed to the Bid Company's account (pursuant to clause 7.7 above.)

11.11 Subject to the costs (pursuant to clause 11.10 above) being agreed and prior to the start of a new BID Term the Council shall deduct the Final Costs from any BID Levy and transfer any remaining BID Levy to the BID Company pursuant to clause 7.7

13. Confidentiality

13.1 Both the Council and the BID Company agree to keep confidential and not to divulge to any person without the prior written consent of the other party all information (written or oral) concerning the business affairs of the other nor any information which has been exchanged about the BID Levy Payers or Contributors or about other third parties which it shall have obtained or received as a result of operating the BID. This obligation shall survive the termination or lapse of the BID Proposal and is subject to FoI, EIR and data protection obligations.

14. Notices

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

14.2 A Notice may be served by

14.2.1 delivery to the Chief Executive at the Council's address specified above; or

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

14.2.3 registered or recorded delivery post

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

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

15. Miscellaneous

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

16. Exercise of the Council's powers

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

17. Contracts (Rights Of Third Parties)

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

18. Arbitration

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

18.1 Any dispute or difference of any kind whatsoever arising between the parties hereto out of or in connection with this Deed shall be referred to arbitration before a single arbitrator.

18.2 The parties shall jointly appoint the arbitrator not later than 28 (twenty eight) days after service of a request in writing by either party to do so and each party shall bear its own costs.

18.3 If the parties are unable to agree within 28 (twenty eight) days as to the appointment of such arbitrator then such arbitrator (hereinafter referred to as "the Tribunal") shall be appointed on the application of either party to the President for the time being of the Law Society.

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

- prosecute any such reference expeditiously and
- do all things or take all steps reasonably necessary in order to enable the Tribunal to deliver any award (interim, final or otherwise) as soon as reasonably practicable.

18.5 The award shall be in writing signed by the Tribunal and shall be finalised within 21 (twenty one) days from the date of such award.

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

Signed by the parties [or their duly authorised representatives]

Schedule 1 – The BID Levy Rules

This will set out the manner in which the BID Levy will be calculated – i.e. what was approved as the BID Proposal

1. A business will be subject to the Levy if:

- (a) it falls within the classified Non-Domestic Rating List description as outlined in the Business Plan; and
- (b) that it is subject to Business Rates on the first day of the BID Levy year.

2. For the purpose of calculating the BID Levy, the rateable value will be that shown in 2017 Valuation List as at **1st April 2018 / 1st January 2019**.

The Levy rate to be paid by each property or hereditament is to be calculated at 1.5 % of its rateable value (using the published 2017 or subsequent Non-Domestic Rating List) as at the chargeable day (**1st January / April** each year).

(a) All properties or hereditaments identified in the Business Plan with a rateable value of £5,000 or above will be eligible for payment of the BID Levy.

B The Levy will be charged annually in advance for each BID Levy year commencing on **1st January 2019**

C The minimum payment will be £75.00.

D The BID Levy is payable in one instalment. The instalment date will be specified on the Demand Notice. The Council may serve a Demand Notice before the commencement of the BID in accordance with paragraph 5(2) of Schedule 4 of the Business Improvement Districts (England) Regulations 2004.

E Owners of untenanted properties or hereditaments, including listed buildings will be liable for payment of the Levy.

F Charitable organisations that are subject to relief on their business rates will pay 100% of the BID Levy.

G Refunds will only be made in accordance with **Clause 7.6**.

H The Levy is an annual sum and will not be apportioned during the year when a ratepayer vacates or occupies a property.

I If a new property is entered into the ratings list by the Valuation Office Agency mid-year no charge will apply until the following year's Levy become due.

J If a property undergoes a split or merger in the ratings list mid-year the Levy will not be amended to reflect the change until the following year.

K If a property's rateable value is increased or decreased mid-year the Levy will not be amended to reflect the change until the following year.

L There will be no allowance applicable to the BID Levy regardless of those allowances awarded against a ratepayers's non-domestic rates. The include the following:

Mandatory (Charitable, CASC)

Discretionary (Section 4A, Rural, Hardship)

Small Business Rate Relief

Transitional Relief

M The Council or its agents will be responsible for collection of the Levy. The cost of collection made by the Council will be 3% of the billed BID Levy in the first year and subsequent years. There will be additional charges for enforcement costs as set out in clauses **6.5 and 6.6**.

DRAFT

Schedule 3 - The Complementary Services Agreement

DRAFT

Signed by)
duly authorised for and)
on behalf of)
NAME OF COUNCIL)

Signed by)
duly authorised for and)
on behalf of)
NAME OF BID COMPANY)

DRAFT