



**BACKGROUND PAPERS**

Cabinet

Tuesday, 4 August 2015

Agenda Item Number	Page	Title
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**LANCASTER BUSINESS IMPROVEMENT**  
**DISTRICT**  
**OPERATING AGREEMENT**  
**Version 1.01**

**Name of the Council:** Lancaster City Council

**Name of the BID Accountable Body:** North and Western Lancashire Chamber of Commerce

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**Operating Agreement for Provision of Standard Services between**

**Name of the Council:**

Lancaster City Council, Town Hall, Lancaster; and

**Name of the BID Accountable Body**

North and Western Lancashire Chamber of Commerce, Oliver's Place, Preston, Lancashire, PR2 9WT

**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 Arrangements
- b) The Management Group 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 Arrangements. North & Western Lancashire Chamber of Commerce is the Accountable Body.
- c) Lancaster City Council and the BID Accountable Body 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 Accountable Body 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

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) details of those BID Levy Payers who have paid the BID Levy and those who have not paid the BID Levy;
- (iv) the Council's proposals for bad or doubtful debts

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

**Bad or Doubtful Debts** shall have the same meaning as further described in Part 2 of Schedule 3 of the Regulations

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

**the Baseline Agreement** means the Baseline Agreement annexed to this document

**the BID** means the Business Improvement District which operates within Lancaster city centre and which is managed and operated by the BID Accountable Body

**the BID Arrangements** means those arrangements to be put in place pursuant to the Regulations for the operation of the BID

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

- (a) the total income and expenditure of the BID Levy (as defined in the BID Delivery and Financial Plan);
- (b) other income and expenditure of the BID Accountable Body 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 Accountable Body

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

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

**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 BID Delivery and Financial Plan 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 Manager** an officer appointed by the Management Group to co-ordinate and deliver the BID proposals and BID Arrangements.

**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 three years from 1st April 2013 to 31st March 2016

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

**the Contributors** means the BID Levy Payers or other Contributors making voluntary contributions to the BID Accountable Body

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

**Hereditament** 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

**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 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 which runs from 1<sup>st</sup> April to 31<sup>st</sup> March.

**Liability Order** means an order obtained from the Magistrates Court

**the Management Group** means the group to be set up to monitor the collection and enforcement of the BID Levy (as referred to in Clause 10) to appropriate terms of reference agreed with the Accountable Body.

**the Operational Date** means the date upon which the BID Arrangements come 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 Accountable Body 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 and all other enabling powers

**3. Commencement**

3.1 This Agreement is conditional upon and shall not take effect until the Ballot Result Date.

3.2 In the event that the BID Arrangements are not voted in by the BID Levy Payers on the Ballot Result Date then this Agreement shall determine and cease to be of any further effect between the parties

3.3 If, at the end of the BID Term, a renewal ballot is held and is successful then the terms of this Agreement shall continue to be of effect and the BID Term shall thereafter be construed as the new term

**4. Setting the BID Levy**

4.1 As soon as reasonably practical after the Ballot Result Date the Council shall:-

- a) calculate the BID Levy due from each BID Levy Payer in accordance with the BID Levy Rules; and
- b) confirm in writing to the BID Accountable Body the BID Levy payable annually by each BID Levy Payer
- c) enter into the Baseline Agreement with the BID Accountable Body

**5. The BID Revenue Account**

5.1 As soon as reasonably practical following the Ballot Result Date the Council shall set up a BID Revenue Account within the Council's General Fund and provide written confirmation to the BID Accountable Body of the same.

5.2 As soon as reasonably practical following the Ballot Result Date the BID Company shall provide the Council with details of its own bank account into which the BID Levy shall be transferred electronically from the BID Revenue Account on production of an invoice by the BID Accountable Body in accordance with clause 7.8.

**6. Debits from the BID Revenue Account**

6.1 In accordance with the Regulations (Schedule 3), the Council shall debit from the BID Revenue Account:--



- a) payments of the BID levy to the BID company
- b) any deductions which in the Council's opinion are bad or doubtful debts

6.2 The Council will invoice the BID company for agreed costs in relation to billing and collection.

6.3 The Council shall recover the Enforcement Expenses from the liable BID levy payer, in accordance with Clause 8.

6.4 The Council shall not be entitled to recover Enforcement Expenses from the BID Company.

## **7. Collecting the BID Levy**

7.1 Following the Ballot Result Date and in good time prior to the Operational Date the Council shall confirm to the BID Accountable Body the date when the BID Levy shall first be collected.

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.

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 Accountable Body upon its reasonable request.

7.4 The Council shall liaise with the BID Accountable Body in carrying out monthly reviews of each Hereditament within the BID Area and in the event of any change in the occupier of each Hereditament or the merger or division of a Hereditament (or provision of an additional Hereditament) shall serve a Demand Notice (or alter any existing Demand Notice if appropriate) on the relevant BID levy payer.

7.5 The Council shall use all reasonable endeavours and take all reasonable steps for collecting the BID Levy which are consistent with its usual procedures for the collection of non-domestic rates.

7.6 The Council shall inform the BID company, upon expiry of the first month and every month thereafter, of the amount of BID levy monies collected.

7.7 The BID Accountable Body shall raise an invoice, including VAT to the Council every month or less frequently should the BID Accountable Body so decide. This invoice to be based on the information outlined in clause 7.6, for the total amount of BID levy monies collected, minus the total of BID levy monies previously invoiced in the relevant financial year.

## **8. Procedures available to the Council for enforcing payment of the BID Levy**

8.1 In the event that the BID Levy is not paid within 28 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:-

- a) identify the sum payable;
- b) provide a further 14 days for payment to be made;

- c) confirm that the Council will make an application to the Magistrates Court for a Liability Order to recover the unpaid sum and costs.

8.2 If after a further 14 (fourteen) days from the payment date stated in the Reminder 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)

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

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

- a) it serve a Reminder Notice; or
- b) it obtains a Liability Order pursuant to Clause 8.2 above

within 14 days of receipt of such Enforcement Notice and the Council shall thereafter provide written confirmation of the action taken to recover the unpaid BID Levy

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

- a) detail the sum which remains unpaid;
- b) confirm that the Council has failed to use the enforcement mechanisms available to it under this Agreement to recover the sum; and
- c) request a meeting take place between the Chief Executive, relevant officers of the Council and BID Accountable Body to achieve a solution and/or agree a strategy to recover the outstanding sum such meeting to take place in any event no later than 28 (twenty eight) days from service of the Appeal Notice
- d) In the event that the Council fails to take any of the steps requested by the BID Accountable Body pursuant to clauses 9.1 and 9.2 (above) the Council shall (within 28 days of receipt of written notice from the BID Accountable Body which specifies the amount of BID Levy outstanding) pay the specified sum into the BID Revenue Account and provide written confirmation to the BID Accountable Body that this has been done

**10. Accounting Procedures and Monitoring**

10.1 Within good time from the Operational Date the Council and BID Accountable Body shall form the Management Group and appoint the BID Manager.

10.2 As requested by the BID Company the Council shall provide the BID Accountable Body with a breakdown of:-

- a) the amount of BID Levy for each individual BID Levy Payer;
  - b) details (together with the outstanding unpaid sum) of those BID Levy Payers who have not paid the BID Levy during that month;
  - c) details of the Reminder Notices issued throughout that period; and
  - d) details of any Liability Orders obtained or applied for by the Council;
- 10.3 On the Council's request for the duration of the BID Term the BID Accountable Body shall provide the Council with the following details:
- a) the total amount of income received from the Contributors (excluding the BID Levy) over any period to be specified
  - b) the total expenditure during that period.
- 10.4 The BID Management Group shall meet according to their agreed terms of reference or constitution.
- 10.5 At each meeting the Management Group shall
- a) review the effectiveness of the collection and enforcement of the BID Levy; and
  - b) 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)
- 10.6 Within fourteen days after the date of the end of the Financial Year the Council shall provide the Annual Report to the BID Accountable Body.
- 10.7 Within fourteen days from the date of receipt of the Annual Report the BID Accountable Body shall provide the BID Accountable Body Report to the Council

**11: Termination**

- 11.1 The Council shall not be permitted to terminate the BID Arrangements because:
- a) in its opinion there are insufficient finances available to the BID Accountable Body to meet its liabilities for the chargeable period for the purposes of the BID Arrangements;  
or
  - b) 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 Arrangements

unless and until it first serves the Public Meeting Notice on the BID Levy Payers and the Council's Termination Notice on the BID Accountable Body and within 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)

- 11.2 Where the BID Termination Notice relates to Clause 11.1(a) both parties shall agree and/or discuss or review the following:
- (a) the Council is concerned that the BID Accountable Body has insufficient finances to meet its liabilities for that period and details of such concerns should be made available to the BID Accountable Body;
  - (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;
- 11.3 Where the BID Termination Notice relates to clause 11.1(b) both parties shall agree and/or discuss or review the following:
- a) 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;
  - b) 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 Arrangements is the only option;
  - c) alternative means of procuring the said services or works by third parties or increased financial funding from the BID Accountable Body;
  - d) alternative replacement services or works which will be acceptable to the BID Accountable Body
  - e) an appropriate time frame to resolve this issue
- 11.4 Notwithstanding clauses 11.1, 11.2 and 11.3 above, the Council shall cause a Public Meeting to be held prior to the termination of the BID arrangements
- 11.5 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 Arrangements provided that notice by the Council to terminate the BID shall be provided to the BID Company no less than 6 months prior to termination taking place
- 11.6 Upon termination of the BID Arrangements 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:
- a) calculate the amount to be refunded to each BID Levy payer;

- b) 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
- c) 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.

11.7 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

11.8 The BID Accountable Body shall not be permitted to terminate the BID Arrangements where:

- a) the works or services under the BID Arrangements are no longer required; or
- b) the BID Accountable Body 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 Accountable Body'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.

11.9 Upon termination of the BID Arrangements the BID Accountable Body 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

## **12. Confidentiality**

12.1 Both the Council and the BID Accountable Body 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 Arrangements subject to the obligation of both parties to disclose under the Data Protection Act 1998, the Freedom of Information Act 2000 and the Human Rights Act 1998 and any codes of practice and best guidance notes issued by the Government and appropriate enforcement agencies

## **13. Notices**

13.1 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

13.2 A Notice may be served by

13.2.1 delivery to Lancaster City Council at the Council's address specified above; or

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

13.2.3 registered or recorded delivery post

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

13.3 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.

**14. Miscellaneous**

14.1 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

14.2 The headings appearing in this Agreement are for ease of reference only and shall not affect the construction of this Agreement

14.3 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

14.4 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

14.5 References to the Council include any successors to its functions as local authority

14.6 References to statutes, bye laws, regulations, orders, delegated legislation shall include any such instrument re-enacting or made pursuant to the same power

**15. Exercise of the Council's powers**

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

**16. Contracts (Rights Of Third Parties)**

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

**17. Disputes**

17.1 All disputes or differences which shall at any time arise between the parties whether during the Term or afterwards touching or concerning this Agreement or its construction or effect or the rights, duties or liabilities of the parties under or by virtue of it or otherwise or any other matter in any way connected with or arising out of the subject matter of this agreement shall be referred to an independent person to be agreed upon by the parties or in default of agreement to be nominated by someone from the Valuation Board.

IN WITNESS whereof Lancaster City Council and Lancaster BID have caused this agreement to be signed the day and year first before written

The COMMON SEAL of  
Lancaster City Council was  
Affixed in the presence of

*Sarah Rush*

Authorised signatory *Chief officer (Governance)*

SEAL REGISTER  
No: 23336



The COMMON SEAL of  
Lancaster BID was  
Affixed in the presence of

Authorised signatory *[Signature]* CEO.

NORTH & WESTERN LANCASHIRE CHAMBER  
OF COMMERCE  
9/10 EASTWAY BUSINESS VILLAGE  
CLIVELLS PLACE, FULWOOD,  
PRESTON, PR2 9WT

Date *28/10/13*

**Schedule 1 – Minimum Value Rules**

The BID billing and recovery process will follow the same rules as for the general Non Domestic Rates processes when considering minimum values for issuing documentation

The minimum annual bill generated for 2013 / 2014 with a rateable value of £10,000 will be £150 for the whole year. This could be apportioned if there is a vacation/ change of occupation dates and a small value bill could result.

Accordingly, it seems reasonable to set minimum values below which demands and recovery documents will not be issued

**Demand/Bill**

Minimum £10.00

**Reminder/Final Notice**

Minimum £15.00

**Summons**

Minimum £70.00

But each case will be considered on an individual basis and lower values may be issued summons if the liability is ongoing

**Bailiff Referral**

Minimum £70.00 including costs

But again each case will be considered on an individual basis and lower values may be issued summons if the liability is ongoing



**Schedule 2 – Charity Occupation**

The BID Delivery Plan states that ALL ratepayers, of occupied and empty premises, will be liable to the BID charge.

NO relief is to be given in respect of premises occupied or owned by Charities.

The normal billing and recovery process will be followed in all cases. However summonses for non payment of the BID bill by Charities, or other accounts in receipt of National Non Domestic Rates Relief, will be referred to the BID Manager for consideration, using a pro forma.

The circumstances of the individual cases should be considered by the BID Manager at the first available opportunity.

The BID Manager must then notify the NNDR Section within 14 days by returning the pro forma detailing their decision and authorisation for the next action

If the BID Manager decides not to proceed with recovery through the Magistrates Court then the NNDR Section will have to write off the outstanding sum as irrecoverable.

If the BID Manager decides to proceed then a summons will be issued for the next available hearing date at the Magistrates Court

**BASELINE AGREEMENT**

v1.01

Name of the Council: Lancaster City Council

Name of the BID Accountable Body: North and Western Lancashire Chamber of Commerce

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

**Name of the Council:**  
Lancaster City Council, Town Hall, Lancaster; and

**Name of the BID Company:**  
North and Western Lancashire Chamber of Commerce, Oliver's Place, Preston, Lancashire, PR2 9WT

**Recitals**

- a. The Council is the local authority for the purposes of the Local Government Act 2003 and is responsible for providing the Standard Services within the BID Area
- b. The North & Western Lancashire Chamber of Commerce is the Accountable Body for the Lancaster BID. The Management Group is responsible for the management and operation of the BID and for achieving the objectives and aspirations set out in the BID Proposal
- c. The purpose of this Agreement is to set out for the avoidance of doubt the Standard Services provided by the Council within the BID Area and to set the Benchmark Criteria against which the provision of the Standard Services are to be assessed.

It is agreed:

**1. Definitions**

**Best Value Duty** means the duty imposed on the Council by Section 3 of the Local Government Act 1999

**Best Value Indicators** means the best value data compiled by the Council as a result of carrying out its Best Value Duty

**BID Area** means that area within which the BID operates (see attached map)

**BID** means the Business Improvement District which is managed and operated by the Management Group

**BID Proposal** means the plan voted for by the BID Levy Payers which sets out the objectives of the BID

**Complementary Services(s)** means those services as set out in Schedule 1 of the Complementary Services Agreement

**Complementary Services Agreement(s)** means the agreement between Lancaster City Council and the BID Accountable Body or such further agreements as may be entered into by the BID Accountable Body for the provision of services within the BID Area which are complementary to the Standard Services.

**Complementary Service Provider** means the provider of a Complementary Service

**Failure Notice** means a notice served by the BID Accountable Body which

- a. sets out the Standard Service which the notice relates to
- b. requests the Council to liaise directly with the provider or contractor for the purposes of securing compliance with the Standard Services

**Management Group** means Lancaster Unlimited

**Operating Agreement** means the agreement entered into on 1st April 2013 between the Council and the BID Accountable Body which sets out various procedures for the collection monitoring and enforcement of the BID Levy

**Regulations** means The Business Improvement Districts (England) Regulations 2004 and such amendments to those regulations which may be made by the Secretary of State pursuant to Section 48 of the Local Government Act 2003 (from time to time)

**Standard Services** means those services which are provided by the Council within the BID Area [and the remainder of its area] as set out in Schedule 1 which identifies those services which it is required to undertake as part of its statutory function as local authority and those services undertaken which are additional services to those usually provided as part of its statutory function

**Standard Services Review Panel** means the panel to be set up consisting of up to three representatives from the Council and up to three representatives from the BID Accountable Body and the BID Management Group

## 2. Statutory Authorities

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

## 3. Commencement

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

4. **The Council's Obligations**

4.1 The Council agrees to the following:

4.1.1 to provide the Standard Services within the BID Area at its own cost

4.1.2 in the event that the Council is unable to continue to provide all or any part of the Standard Services within the BID Area on account of its being statutorily barred from doing so in respect of any of those Standard Services set out in Schedule 1 or its having insufficient funds to secure the provision of any of those Standard Services set out in Schedule 1 it shall carry out the following for the BID Accountable Body:

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

4.1.3 to use reasonable endeavours to liaise with and (where the Council considers it to be practicable) put in place such partnering arrangements (of a formal or informal nature) with the Complementary Service Provider where the Complementary Services are complementary to or are of a similar nature to the Standard Services

4.1.4 to implement such recommendations in the carrying out or provision of the Standard Services as may be made by the Standard Services Review Panel

4.1.5 when undertaking reviews of parts of the Standard Services to consult with the BID Company on the provision and delivery of those Services and on how they may be improved

4.1.6 not to remove or change any contractor(s) responsible for providing the Standard Services without first serving no less than two months' written notice on the BID Company stating:

- a) the removal or alteration of such contractor;
- b) the Standard Service which such contractor is responsible for providing; and
- c) the details of the new contractor appointed to provide the Standard Services(s)

**5. Monitoring and Review**

5.1 The Council and the BID Accountable Body shall set up the Standard Services Review Panel within 28 days from the date of this Agreement the purpose of which shall be to:

5.1.1 monitor the carrying out of the Standard Services

5.1.2 make any recommendations required pursuant to paragraph 5.1.1 (above) to the Council and the BID Company.

5.1.3 review the provision of the Standard Services and Complementary Services against such Best Value Indicators which the Council may publish from time to time and to propose such improvements and/or alterations to the Standard Services as is appropriate to comply with or meet Best Value Indicators

5.1.4 review any Failure Notices served by the BID Company and steps which should be taken to secure the proper carrying out of the Standard Services

5.1.5 identify the need for any improvement or alteration to the Standard Services

**6. Joint Obligations**

6.1 Both the Council and the BID Accountable Body agree:

6.1.1 for the purposes only of monitoring the standard services to review and take account of any representations or recommendations made to them by the Standard Services Review Panel and take such action as may be appropriate

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

**7. Licence**

7.1 On request and at its discretion the Council may grant a licence to the BID Accountable Body, its agents or Complementary Service Provider to enter onto into or upon any land within the Council's ownership or control for the purposes of the BID Accountable Body its agents or Complementary Service Provider carrying out any function or service required or secured (or any ancillary function) for the operation of the BID, the Management Group being responsible for making good all and any damage caused at its own expense to the reasonable satisfaction of the Council. Consent is not to be unreasonably withheld.

**8. Termination**

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

- a) the expiry of the BID Term provided that in the event the BID is renewed after the BID Term this Agreement shall, subject to the consent of both parties and any variations they may agree, continue to remain in force and of full effect
- b) the early Termination of the BID and the giving of relevant notices as required by the Regulations and the Operating Agreement; or
- c) the agreement of both parties

**9. Confidentiality**

9.1 Both the Council and the BID Accountable Body 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 Arrangements subject to the obligation of both parties to disclose under the Data Protection Act 1998, the Freedom of Information Act 2000 and the Human Rights Act 1998 and any codes of practice and best guidance notes issued by the Government and appropriate enforcement agencies

**10. Notices**

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

10.2 A Notice may be served by

10.2.1 delivery to Lancaster City Council at the Council's address or specified above;

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

10.1.3 registered or recorded delivery post.

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

**11. Miscellaneous**

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

**12. Exercise of the Council's Powers**

12.1 Nothing contained in this Agreement or implied in it shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statute byelaws statutory instruments orders and regulations in the exercise of its functions as a local authority

**13. Contracts (Rights of Third Parties)**

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

**14. Disputes**

14.1 All disputes or differences which shall at any time arise between the parties whether during the Term or afterwards touching or concerning this Agreement or its construction or effect or the rights, duties or liabilities of the parties under or by virtue of it or otherwise or any other matter in any way connected with or arising out of the subject matter of this agreement shall be referred to an independent person to be agreed upon by the parties or in default of agreement to be nominated by someone from the Valuation Board.

IN WITNESS whereof Lancaster City Council and North and Western Lancashire Chamber of Commerce caused this agreement to be signed the day and year first before written

The COMMON SEAL of  
Lancaster City Council was  
Affixed in the presence of

*Sarah Payne*  
Authorised signatory *Chief officer (Governance)*

SEAL REGISTER  
No: 23336



The COMMON SEAL of  
Lancaster BID

Affixed in the presence of

Authorised signatory *[Signature]* *[Signature]*

NORTH & WESTERN LANCASHIRE CHAMBER  
OF COMMERCE  
9/10 EASTWAY BUSINESS VILLAGE  
OLIVERS PLACE, FULWOOD,  
PRESTON, PR2 9WT

Date *25/10/13*



# Lancaster City Council

## Initial Baseline Services Assessment v1.00

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**1. CCTV**

Head of Service: Mark Davies, Head of Environmental Services

Date: June 2012

<p>Number of Staff and Equipment deployed in BID area</p>	<p>5 staff on Remploy contract (with budget mandate to reduce operating hours and therefore staff)</p> <p>Fully equipped CCTV control room in Lancaster Police station</p> <p>15 cameras on columns &amp; in/on buildings (incl 2 cameras in Lancaster bus station)</p>
<p>Specification / Nature of Activity</p>	<p>Public space CCTV operation involving operation and monitoring of all cameras and hire/maintenance of equipment</p>
<p>Performance Measures</p>	<p>Monthly statistical information of crimes etc observed</p>
<p>Non compliance procedure</p>	<p>None – assumes that staff always monitor system. If that fails a new staffing contractor would be appointed.</p>
<p>Existing value of contract</p>	<p>Total system operation £376,500 (incl oncosts) for 2012/13. (Note not all costs can be split per camera)</p>
<p>Boundary area</p>	<p>Part of a 42 camera system that covers areas of Lancaster &amp; Morecambe.</p>

**2. Civil Enforcement**

Head of Service: Mark Davies, Head of Environmental Services

Date: May 2012

<p>Number of Staff and Equipment deployed in BID area</p>	<p>3 FT Waste and Cleansing Enforcement Officer cover the Lancaster District. Specific time allocation to the BID Project area is not available as they are deployed throughout the District.</p>
<p>Specification / Nature of Activity</p>	<p>Enforcement activities associated with legislation relevant to:                  Abandoned vehicles parked on the highway                  Littering                  Trade Waste                  Fly-tipping / Illegal abandonment of waste                  Containers left out on wrong collection days, including incorrect use of waste &amp; recycling containers</p>
<p>Performance Measures</p>	<p>Internal</p>
<p>Non compliance procedure</p>	<p>Issue of Fixed Penalty Notices                  Issue of Section 46 Notices                  Removal of Vehicles                  Issue of Court Proceedings for Fly-Tipping offences</p>

### 3. Events

Interim Head of Service: Andrew Dobson, Head of Regeneration & Planning

Date: July 2013

Number of Staff and Equipment deployed in BID area	A mix of officers and time but approximate equivalent to 1.5 – 2 FTE
Specification / Nature of Activity delivered in the BID area	<p>Events:</p> <p>Lancaster Fireworks Spectacular – daytime programme of city events and night programme of events leading people back into city - city's biggest event</p> <p>Unlocked – chair, help deliver and market the programme of events</p> <p>Lancashire Witches Steering Group – member of group, supporting marketing and delivery of some of the events</p> <p>Lancaster Events Forum – chair and co-ordinate events networking forum</p> <p>Museums events – the city council funds the county council to run museums, including the events</p> <p>Street Market involvement in retail sector and other events</p> <p>Event Safety Advisory Group – chair and co-ordinate on behalf of emergency services in order to support the safe delivery of city centre events</p> <p>2012 – Olympic Torch and Velocity Festival, incorporating city centre cycle race</p> <p>Visitor Information Centre events and promotions – Lancashire Day, St George's Day, Christmas opening, English Tourism Week</p>
Performance Measures	<p>Fireworks:</p> <p>No of attendees and resident/visitor split</p> <p>Economic value of fireworks festival</p> <p>No of enquiries about event to VIC and events venues</p> <p>No of hits to website</p> <p>Equivalent advertising value</p> <p>Safety of event</p>

	<p>Unlocked:          No of attendees          Economic impact          No of enquiries          No of hits to website          Equivalent advertising value          Safety of event</p> <p>Torch and Velocity          As above</p> <p>ESAG          Ensuring safe and successful events within city</p>
Existing value of contract	<p>Fireworks – £40k, including event, marketing and officer time          2011 – 16,000 attendees. In 2010, based on 10,000 attendees, 30% visitors and had an economic impact of £440,000</p> <p>Unlocked £1,500 plus officer time equivalent to £3,000</p> <p>Torch and Velocity          £30k including officer time</p> <p>Others above - £20k</p>

#### 4. Visitor Information

Interim Head of Service: Andrew Dobson, Head of Regeneration and Planning

Date: July 2013

Number of Staff and Equipment deployed in BID area	3.5 FTE
Specification / Nature of Activity delivered in the BID area	<p>A central walk-in information service, open six days a week all year round (also open Sundays and Bank Holidays as appropriate).</p> <p>A portal for the following:</p> <ul style="list-style-type: none"> <li>• City information – what to see, do, eat, stay</li> <li>• Information leaflets</li> <li>• Event information and bookings</li> <li>• Accommodation bookings</li> <li>• Travel information and bookings</li> <li>• Sales of publications, maps, gifts and souvenirs</li> <li>• Ticket booking for a range of attractions</li> <li>• Business support to visitor facing businesses</li> <li>• Online shop</li> </ul>
Performance Measures	<ul style="list-style-type: none"> <li>• No of visitor enquiries</li> <li>• Visitor spend</li> <li>• No of bookings taken</li> <li>• No of businesses supported</li> </ul>
Non compliance procedure	
Existing value of contract	<p>Cost of service £181K  Income £30K  Net cost of service £151K</p>

## 5. Marketing & Promotion

Interim Head of Service: Andrew Dobson, Head of Regeneration and Planning

Date: July 2013

Number of Staff and Equipment deployed in BID area	2.5 staff covering district – approx 50% time spent on Lancaster. Therefore 1.25 FTE
Specification / Nature of Activity delivered in the BID area	<p>Marketing:</p> <ul style="list-style-type: none"> <li>• Production and distribution of <ul style="list-style-type: none"> <li>- Visitor Guide</li> <li>- Attractions leaflet</li> <li>- Guided Walks Guide</li> <li>- What's On</li> </ul> </li> <li>• Specific campaigns and materials eg Lancashire Witches 400 leaflet and Visit Card</li> <li>• Target group travel market</li> <li>• Manage visitor facing website including district wide What's On</li> <li>• Co-ordinate city centre filming</li> <li>• Press and promotions – local, regional, national and international</li> <li>• Advertising</li> <li>• Support key publications about city</li> <li>• Photography/Video</li> <li>• Social media and e-marketing</li> <li>• Specific marketing of the markets</li> <li>• Joint marketing on a range of projects</li> <li>• Fund museums marketing activity</li> <li>• Events marketing</li> </ul>
Performance Measures	<p>No of Visitor Guide requests</p> <p>No of website hits to city pages on city, coast, countryside and Visit Lancashire Lancaster pages</p> <p>No of web pages viewed</p> <p>No of film and media enquiries supported</p> <p>EAV of PR</p>
Non compliance procedure	
Existing value of contract	Approximately £30,000. Bear in mind some of this amount includes the BID area but is not limited to it.
Boundary area	

## 6. Markets

Head of Service: Mark Davies, Head of Environmental Services

Date: June 2012

Number of Staff and Equipment deployed in BID area	<p>To be determined following closure of Lancaster Indoor Market (currently 4 staff cover all the markets in Lancaster)</p> <p>Charter Market involves no equipment but utilizes highway space.</p> <p>Assembly Rooms market – ground floor of Assembly Rooms, King Street, Lancaster. Space and assorted tables allocated to traders.</p>
Specification / Nature of Activity	Provision of markets
Performance Measures	Various to cover nos of stalls occupied or spaces vacant. Rental income received.
Non compliance procedure	Not applicable
Existing value of contract	<p>No specific contract in place.</p> <p>Charter Market net surplus £60K 2012/13</p> <p>Assembly Rooms net surplus £5.5K 2012/13</p>



## 7. Parking Management

Head of Service: Mark Davies, Head of Environmental Services

Date: June 2012

<p>Number of Staff and Equipment deployed in BID area</p>	<p>Off Street management and administration and provision of on-street parking services 7 staff On and Off Street parking enforcement 11 staff</p> <p>Off Street surface car parking is provided as follows:-</p> <p>Lancaster – Pay and Display - 1,000 spaces Morecambe and Heysham – Pay and Display – 1,700 spaces</p> <p>Multi-storey parking is provided in Lancaster at the following locations:-</p> <p>St Nicholas Arcades – Pay and Display - 292 spaces Marketgate – Pay on Foot - 115 spaces Parksafe – Pay on Foot Guaranteed Security – 260 spaces</p> <p>Penalty Charge Notices (PCNs) issued to vehicles parked in contravention of the on and off street parking regulations. PCNs issued by Civil Enforcement Officers using hand held computers (HHC) and cameras, integrated software used to monitor and follow up unpaid PCNs.</p> <p>62 Pay and Display machines and associated computers, software, telemetry systems used for revenue collection and control</p>
<p>Specification / Nature of Activity</p>	<p>Off Street car park management</p> <p>On and Off Street parking enforcement through partnership arrangements with Lancashire Parking Services in accordance with the Traffic Management Act, 2004 and on and off street traffic regulations and parking places orders.</p> <p>Management of On Street Parking Services in partnership with LSP including 14 residents parking schemes, pay and display parking and parking bay dispensations and suspensions.</p>

<p>Performance Measures</p>	<p>Parking enforcement monitored by annual return by LPS to the Home Office.</p> <p>Civil Parking Enforcement (CPE) operations monitored by the Traffic Penalty Tribunal (TPT) with quarterly and annual returns submitted.</p> <p>On Street parking operations monitored by LPS and Lancashire County Council</p> <p>Off Street parking operations monitored by City Council</p>
<p>Non compliance procedure</p>	<p>Parking enforcement through TPT</p> <p>Parking operations are reported through the respective authority portfolio holders and Cabinets as appropriate and through partnership and contractual arrangements</p>
<p>Existing value of contract</p>	<p>To be confirmed</p>

## 8. Street Cleansing

Head of Service: Mark Davies, Head of Environmental Services

Date: May 2012

Number of Staff and Equipment deployed in BID area	<p>2 schmit machines  2 beat sweepers  6 – 9:30am 7days a week = £1400 per week</p> <p>Mon &amp; Tues, Beat sweeper, 10am – 4pm = £350 per week</p> <p>Wed to Sat. 1 Beat Sweeper, 10 – 6pm = £900 per week</p> <p>(Sun Square is done by property services)</p> <p>Bins – 135 at various locations in the town centre BID area..  Emptied daily from 6am = £1600 per week</p> <p>Graffiti &amp; Gum removal – £3000 per annum</p>
Specification / Nature of Activity	As above
Performance Measures	Internal

## 9. Town Centre Management

Head of Service: Mark Davies, Head of Environmental Services

Date: June 2012

Number of Staff and Equipment deployed in BID area	<p>No specific staff or equipment deployed within the boundaries but specific street trading concession locations within pedestrianised area have been approved by Licensing Committee</p> <p>Site provided for Christmas tree and contribution made of £1500.</p> <p>Community radios monitored – users buy own equipment</p> <p>Maintenance of Sun Square</p>
Specification / Nature of Activity	City centre management
Performance Measures	No. of concessions granted
Non compliance procedure	None
Existing value of contract	<p>None. Net cost of £9.2k 2012/13</p> <p>Sun Square maintained as required – no specific funds allocated</p>

## 10. Museums and Culture

Interim Head of Service: To be advised

Date: July 2013

<p>Number of Staff and Equipment deployed in BID area</p>	<p><u>Maritime Museum</u> Full-time &amp; Part-time staff – 6 ft equivalent Maritime Museum&amp; Exhibits/Collections Small Shop and Café Education Offer – school tours/visits</p> <p><u>City Museum</u> Full-time &amp; Part-time staff – approx 8 FT equivalent City Centre Museum &amp; Exhibits/Collections Small Shop Education Offer – school tours/visits</p> <p>Regular exhibition programme throughout the year which is themed.</p> <p><u>Dukes Theatre Funding</u> 16 Full-time &amp; 29 Part-time staff 860 days of freelance employment Dukes Theatre &amp; DT3 Youth Theatre</p> <p><u>Ludus Dance</u> 9 Part-time staff 215 days of freelance employment Ludus Dance Centre</p>
<p>Specification / Nature of Activity</p>	<p>Museums service Dukes - Touring theatre shows, new productions, youth theatre and diversionary activities, cinema, gallery space, education and training, working with volunteers, catering and bar Ludus – Dance centre classes programme, live dance events at the Dukes and other local venues, education and training, working with volunteers</p>
<p>Performance Measures</p>	<p>Detailed targets set out in Service Level Agreement around contributing to Economic Growth, Health &amp; Wellbeing, Community Leadership and Clean, Green &amp; safe Places</p>
<p>Non compliance procedure</p>	<p>Part of the Service Level Agreement</p>
<p>Existing value of contract</p>	<p>Museums Service: £549, 000 Dukes Theatre: £143,900 Ludus: £22,200</p>

## 11. Licensing

Head of Service: Sarah Taylor, Head of Governance

Date: May 2012

Number of Staff and Equipment deployed in BID area	3 Members of staff. Unable to split staff time as engaged in the whole Lancaster City Council Area
Specification / Nature of Activity	<p><b>All offences or breaches committed under the licensing Act 2003 including –</b></p> <p>Ensuring the correct authorisations are in place.</p> <p>Ensuring that licences are displayed correctly</p> <p>Ensuring that conditions attached to the licences are complied with</p> <p>Ensuring that the following Licensing Objectives are maintained:-</p> <ol style="list-style-type: none"> <li>1. The protection of children from harm</li> <li>2. The prevention of Public Nuisance</li> <li>3. The prevention of Crime and Disorder</li> <li>4. Public safety</li> </ol> <p><b>The Regulation of Hackney carriage and Private Hire Vehicles including:-</b></p> <p>Ensuring that all vehicles and drivers are correctly licensed</p> <p>Spot checking vehicles to ensure their safety.</p> <p>Ensuring that drivers comply with all current legislation, terms and conditions of licences.</p> <p>Ensuring that there are no illegal unlicensed vehicles operating in the district in order to ensure public safety.</p> <p>Ensuring that private hire vehicle are not illegally plying for hire.</p> <p>The provision and enforcement of taxi ranks.</p> <p><b>The Regulation and Control of Street Collections and House to House collections including:-</b></p> <p>Ensuring that the correct permissions are in place</p>

	<p>Requesting financial returns</p> <p>Entering a voluntary site management agreement with the Public Fundraising Association in order to control face to face collectors who are otherwise not regulated by any legislation.</p> <p>Carrying out joint operations with Trading Standards Officers to raise public awareness of bogus House to house collectors.</p> <p><b>The Regulation and Control of Street Cafes</b></p> <p>Ensuring that appropriate policies and conditions are in place in order to allow street café's licensed to enhance the area.</p> <p>Ensuring that conditions are complied with.</p> <p><b>The Enforcement of Smoke Free Legislation</b></p> <p>Ensuring that correct signage is displayed on premises and in licensed private hire and hackney carriage vehicles.</p> <p>Ensuring that smoking is not taking place on licensed premises or licensed private hire and hackney carriage vehicles.</p>
Performance Measures	Internal
Non compliance procedure	<p>Warnings verbal/written</p> <p>Fixed penalty Notices (smoking)</p> <p>Report to relevant Committee</p> <p>Prosecution</p>
Existing value of contract	None

**12. Refuse and Recycling**

Head of Service: Mark Davies, Head of Environmental Services

Date: May 2012

<p>Number of Staff and Equipment deployed in BID area</p>	<p>1 Refuse Collection Vehicle. 1 Recycling Vehicle 2 Drivers, 2 Operatives.</p> <p>Vehicles and staff work in residential areas throughout the BID Project area, at least one day per week.</p> <p>Approximately 2-4 hour's week.</p>
<p>Specification / Nature of Activity</p>	<p>Access restrictions apply to BID Project area. Access available up to 10.30hrs with no return until after 17.00hrs Monday to Saturday.</p> <p>Collection of residual waste. Collections made are either in supplied orange sacks or 240L containers.</p> <p>Communal recycling is provided to some domestic residences recycling boxes to other.</p>
<p>Performance Measures</p>	<p>Internal</p>
<p>Non compliance procedure</p>	<p>Section 46 Notices Fixed Penalty Notices</p>



### 13. Street Furniture and Grounds Maintenance

Head of Service: Mark Davies, Head of Environmental Services

Date: May 2012

<p>Number of Staff and Equipment deployed in BID area</p>	<p>76 hanging baskets; once a year plus watering once a week depending on weather. £1200pa</p> <p>10 flowerbeds, 7500 plants * twice a year = £4500pa (inc. staff time)</p> <p>Various trees. Pruning once a year for CCTV £1500</p> <p>Public toilets – are privately owned. We pay Market £10,000pa for public use of the toilets.</p> <p>Benches (under grounds maintenance) – Memorial Garden (2) and Dalton Square (4)</p> <p>Seats – 42: Market St / Sq (10), Cheapside (8) Sir Simons Arcade (3), Penny Street (6), Church Street (2), Dalton Square (1), New Street (4), Queen Street (4) Rosemary Lane (1), St Georges Quay (3)</p> <p>Finger Posts – 17: Aldcliffe Road - Penny St bridge, Dalton Square – Town Hall, Great John Street / Dalton Sq, Church St / Stonewell, Cheapside / Church St, Cheapside – Horseshoe Corner, Penny St / Brock St, Market St – Marketgate, Market St – Sun St, Market St / King St, Covell Cross / China St, Fleet Square, St Georges Quay, Church St / New St, Market St – Sir Simon’s Arcade, Wood St – Bus Station, Common Garden St / King St</p> <p>Amenity Lighting:</p> <p>Aalborg Square - 5 lamp columns Dalton Square - 8 pedestal lamps Penny Street - 1 column two globes New St. - 1 column four globes Moor Lane - 1 memorial lamp column St Johns Churchyard - 4 floodlamps</p>
<p>Specification / Nature of Activity</p>	<p>As above</p>
<p>Performance Measures</p>	<p>Internal</p>

**14. Commercial Refuse Collection**

Head of Service: Mark Davies, Head of Environmental Services

Date: May 2012

<p>Number of Staff and Equipment deployed in BID area</p>	<p>1 Refuse Collection Vehicle. 1 Recycling Vehicle 2 Drivers, 1 Operative.</p> <p>Vehicles and staff work throughout the BID Project area part of each day Monday to Saturday. Morning and early evening. Approximately 1.5 hours per day.</p>
<p>Specification / Nature of Activity</p>	<p>Access restrictions apply to BID Project area. Access available up to 10.30hrs with no return until after 17.00hrs Monday to Saturday.</p> <p>Delivery of Trade Sacks (chargeable).</p> <p>Collection of trade waste and trade recycling.</p> <p>Collections made are either in pre-paid sacks or commercial containers.</p>
<p>Performance Measures</p>	<p>Internal</p>
<p>Non compliance procedure</p>	<p>Termination of services Fixed Penalty Notices</p>
<p>Existing value of contract</p>	<p>Unable to quantify, service is available throughout the district.</p>

**15. On-street Recycling**

Head of Service: Mark Davies, Head of Environmental Services

Date: May 2012

<p>Number of Staff and Equipment deployed in BID area</p>	<p>1 Recycling Vehicle 1 Driver</p> <p>Vehicle and staff operate 3 times per week, Monday, Wednesday and Friday. Approximately 1 hour per day.</p>
<p>Specification / Nature of Activity</p>	<p>Access restrictions apply to BID Project area. Access available up to 10.30hrs with no return until after 17.00hrs Monday to Saturday.</p> <p>Collection from On-Street Recycling Containers. Co-mingled facilities for Paper/Cardboard and Cans/Glass and Plastic Bottles.</p> <p>8 Locations situated around the BID Project area.</p> <p>Locations: o/side BHS Market Street o/side TK Max Church Street o/side Police Station George Street o/side McDonalds Cheapside o/side Yorkshire Bank, Common Garden Street o/side Bus Stops Common Garden Street Meeting House Lane Cable Street near Bus Station</p>
<p>Performance Measures</p>	<p>Internal</p>