

BASELINE AGREEMENT

Dated

Bath and North East Somerset Council

The Bath Business Improvement District Company Ltd

DRAFT

Baseline Agreement for Provision of Standard Services

Dated

Between

- (1) **BATH AND NORTH EAST SOMERSET COUNCIL** (the Council) of The Guildhall, High Street, Bath BA1 5AW

- (2) **THE BATH BID (BUSINESS IMPROVEMENT DISTRICT) COMPANY LTD** (the Bath BID Company) registered as a company limited by guarantee in England with company number 06642936 whose registered office is at 21 Stall Street, Bath BA1 1QF

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 BID Company is responsible for the management and operation of the BID and for achieving the objectives and aspirations set out in the BID Proposal

- 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

BID Area means that area within which the BID operates shown on the plan attached hereto

BID means the Business Improvement District which is managed and operated by the BID Company

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

Complementary Services(s) means services within the BID Area provided by or on behalf of the BID Company which are complementary to the Standard Services.

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

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

Operating Agreement means the agreement entered into on 1st March 2016 between the Council and the BID Company which sets out various procedures for the collection monitoring and enforcement of the BID Levy

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

Standard Services means those services which are provided by the Council within the BID Area as set out in Part 1 of Schedule 1 which identifies those services which it is required to undertake as part of its statutory function as local authority and Part 2 of Schedule 1 which identifies 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 2 representatives from the Council [officers] and 2 representatives from the BID Company

2 Statutory Authorities

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

3 Commencement

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

4 The Council's Obligations

4.1 The Council agrees to the following:

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

4.1.2 in the event that the Council is to alter the way in which it meets the Standard Services within the BID area set out in Part 1 of Schedule 1, due to a change in legislation, its financial position, or its priorities it shall carry out the following for the BID Company:

- (a) identify the alterations to be made;
- (b) provide a detailed explanation of why the alterations are to be made; and
- (c) state the date upon which the alterations will come into effect.

4.1.3 in the event that the Council is unable to continue to fund the Standard Services set out in Part 2 of Schedule 1 due to a change in its financial position, or its priorities it shall carry out the following for the BID Company:

- (a) identify which part or parts of the Standard Services it is unable to provide;
- (b) confirm that cuts to services and budgets within the BID area are in line with cuts in other comparable areas of the District.
- (c) Provide a detailed explanation of why such identified Standard Services are to be withdrawn; and

(d) state the date upon which the Council will cease to operate the identified Standard Service.

4.1.4 to use reasonable endeavours to liaise with the BID Company where the Complementary Services are complementary to or are of a similar nature to the Standard Services

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

4.1.6 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 provided more efficiently or effectively

4.1.7 upon receipt of a Failure Notice from the BID Company to use reasonable endeavours to secure the improvement of the Standard Service from the contractor or provider to meet the Baseline Criteria

5 Monitoring and Review

5.1 The Council and the BID Company shall set up a 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 and the Complementary 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 any Failure Notices served by the BID Company and steps which should be taken to secure the proper carrying out of the Standard Services

5.1.4 identify the need for any improvement or alteration to the Standard Services.

6 Joint Obligations

6.1 Both the Council and the BID Company agree:

- 6.1.1 for the purposes only of monitoring the Standard Services to review and take account of any representations or recommendations made to them by the Standard Services Review Panel and take such action as may be appropriate
- 6.1.2 to carry out an annual review of the Standard Services to be provided and make such amendments to the level of services as may be possible with regards to existing contractual obligations and agreements.

7 Licence

- 7.1 The Council shall grant a licence to the BID Company or its agents to enter into or upon any land within the Council's ownership or the highway for the purposes of carrying out Complementary Services, provided that the BID Company has obtained the prior agreement of the Council's Strategic Director - Service Delivery to the nature of and method by which the Complementary Services will be undertaken.
- 7.2 When undertaking reviews of the Complementary Services which are undertaken on, in or upon any land within the Council's ownership or the highway, the BID Company shall, through the Standard Services Review Panel, consult with the Council on the method of delivery of those Complementary Services.
- 7.2 The BID Company shall be responsible for making good all and any damage caused to land in the Council's ownership or the highway by the undertaking of the Complementary Services at its own expense and to the reasonable satisfaction of the Council.
- 7.3 The BID Company shall ensure that it can meet insurance and liability requirements for the undertaking of the Complementary Services which are undertaken on, in or upon any land within the Council's ownership or the highway and shall produce to the Council's Strategic Director: Service Delivery on request copies of all insurance policies, cover notes, receipts and other documents necessary to establish compliance with this Agreement.

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 Subject to the statutory obligations on the Council in particular the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 both the Council and the BID Company agree to keep confidential and not to divulge to any person without the prior written consent of the other party all information (written or oral) concerning the business affairs of the other nor any information which has been exchanged about the BID Levy Payers or about other third parties which it shall have obtained or received as a result of operating the BID. This obligation shall survive the termination or lapse of the provision of the BID

10 Notices

10.1 Any notice or other written communication to be served or given to or upon any party to this 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.

10.2 A Notice may be served by

10.2.1 delivery to the Strategic Director for Placeat the Council's address as specified above;

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

10.2.3 registered or recorded delivery post.

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

11 Miscellaneous

11.1 For the avoidance of doubt where any part of this Agreement is incompatible with the Regulations or any other regulations which the First Secretary of State may issue pursuant to Part IV of the Local Government Act 2003 then such part shall be struck out and the balance of this Agreement shall remain

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

11.3 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

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 Agreement

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

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

12 Exercise of the Council's Powers

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

13 Contracts (Rights of Third Parties)

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

14 Dispute Resolution

14.1 If a dispute arises between the Council and the BID Company in relation to any matter which cannot be resolved either party may refer such dispute to the dispute resolution procedure set out in Clause 14.2 below.

14.2 In the first instance each of the Council and the BID Company shall arrange for a senior representative to meet solely in order to resolve the matter in dispute. Such meeting(s) shall be minuted and shall be chaired by an independent, objective person as agreed by both parties. In the event that the parties, acting reasonably, are not able to agree the identity of such independent, objective person within 10 working days of the notice of dispute, the parties agree that such meetings shall be jointly chaired by the Chief Executive of the Council and the Chairman of The Bath BID Company Ltd. Such meeting(s) shall be conducted in such manner and at such venue (including a meeting conducted over the telephone) as to promote a consensual resolution of the dispute in question at the discretion of the chairman.

14.3 If the meeting(s) referred to in Clause 14.2 does not resolve the matter in question then the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure or any other model mediation procedure as agreed by the parties. In such circumstances the following shall apply:

- 14.3.1 to initiate a mediation the parties may give notice in writing (a “Mediation Notice”) to the other requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation organization as agreed by the parties asking them to nominate a mediator;
- 14.3.2 the mediation shall commence within 28 days of the Mediation Notice being served;
- 14.3.3 neither party will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one hour. Thereafter paragraph 14 of the Model Mediation Procedure will apply (or the equivalent paragraph of any other model mediation procedure agreed by the parties);
- 14.3.4 neither party to the mediation will commence legal proceedings against the other until 30 days after such mediation of the dispute in question has failed to resolve the dispute;
- 14.3.5 the parties will co-operate with any person appointed as mediator providing him with such information and other assistance as he shall require and will pay his costs, as he shall determine or in the absence of such determination such costs will be shared equally.

15 Arbitration

15.1 Should any dispute remain unresolved following the process set out in Clause 14, 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

15.1.1 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

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

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

15.1.3 The award shall be in writing signed by the arbitrator

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

Executed/Signed by the parties:

Signed on behalf of Bath and North East)
Somerset Council by the Authorised)
Signatory (Strategic Director for Place

Signed on behalf of The Bath BID)
Company Ltd by the Authorised)
Signatory (Board Member)

DRAFT

SCHEDULE 1 – The Standard Services

The purpose of this schedule is effectively to set the "baseline" for the services.

Part 1 of the Schedule should identify such services (within the relevant service area) which the Council is required to provide as part of this statutory duty (e.g. refuse, maintenance of highway etc.)

Part 2 of the Schedule should set out those services which the Council provides as part of its "standard" routine but which are above those provided as part of its usual statutory function. The point here being that the BID Company should nonetheless consider this part of the standard service provided by the Council in that BID Levy funds should not be used to fund initiatives which the Council has already committed itself to provide.

Schedule 1 - The Standard Services provided by the Council

PART 1 – STATUTORY SERVICES

The activities below allow the Council to meet its statutory obligations on standards of cleanliness in the area. Any proposed changes to the methods by which those standards are met will be undertaken in consultation with the business community as set out in paragraph 4.1.2 of this agreement.

1. CLEANSING SERVICE

B&NES Council's Cleansing Service delivers a 13.5 hours a day (6:30 – 20:00), 365 days a year service (with a reduced four hourly service on Christmas Day and Boxing Day) covering street cleaning, litter bin emptying, toilet cleansing and graffiti removal.

Overall Cleanliness Standards

There are four standards of cleanliness set out in the Government CoPLaR Code of Practice for Litter and Refuse (A, B, C & D), where Grade A is no observable litter or refuse, and Grade D is a heavily littered street with significant accumulations of rubbish. The appropriate Council response time for removing litter depends on which Category Zone a particular street or public space is in. All streets in the BID area are categorised either as Zone 1A, Zone 1 or Zone 2. (NB - Zone 1A is a specific Zone designated by the Council to cover the main spine of streets within the city centre).

The appropriate response time in Zone 1A, if it falls below Grade A Standard, is that it must be restored to Grade A within one hour between 6:30 am and 20:00 pm or if after 20:00 pm then by 8:00 am the following day.

Within Zone 1, if it falls below Grade A Standard, is that it must be restored to Grade A within six hours maximum, or if after 20:00 pm then by 8:00 am the following day.

The appropriate response time for a Zone 2, if it falls below Grade A Standard, is that it must be restored to Grade A within 12 hours maximum.

If the standard of cleanliness within Zone 1A, Zone 1 or Zone 2 falls to Grade D, then it must be restored to Grade A within 1 hour for Zone 1A and Zone 1 and 3

DRAFT

hours for Zone 2. That is, the worse the problem, the quicker the response has to be.

A list of streets and public spaces within the Cleansing Zones is attached.

Manual Sweeping

A standard Footway and Carriageway sweeping and cleaning service is provided in the area. We have a baseline of 4 mechanical sweepers (green machines) 1 single-barrow operative and 2 electric carts, covering the BID area between 6:30 am and 21:00 pm. During the busy season, resource will be enhanced while in the winter months resource will not be so intense. This will be discussed and communicated in the Standard Services Review Panel as necessary. A response crew is provided as necessary throughout the day and evening.

The main streets are cleaned and swept at least twice each day, and side streets a minimum of twice a week. This is considered sufficient in normal circumstances to meet the standards described above.

Power hot-washing

Power-washing, disinfecting, and removal of grease/stains from footways is provided where there are reports of severe spillage and fouling and in areas subject to street urination, such as stairwells and passageways. The standard response time for the service is 24 hours, except where it involves a spot-cleansing emergency response to a Road Traffic Accident, an incidence of toxic and/or clinical waste, which is usually attended to within one hour. Reports of dog faeces fouling is usually attended to within three hours.

Litter Collection

The Council empties all litter bins at least once a day, and in busier areas two or three times a day. Bins are emptied by the street cleaners.

Dumped Rubbish and Abandoned Vehicles

The Council removes all dumped rubbish within 24 hours of it being reported and abandoned vehicles within 48 hours (following the issuing of a seven-day removal notice) subject to a DVLA check.

Enforcement and Prosecutions

The Council has powers to issue Fixed Penalty Notices (FPNs) of £75 for minor acts of littering, including dumped rubbish, fly-posting and dog fouling.

The Council also has powers to prosecute those people and companies who cause more serious graffiti and littering offences, with maximum fines of up to £1,000.

Inspections and Monitoring

The Council provides a daily inspection service in the form of a Cleansing supervisor who patrols the city centre and monitors the state of the streets, footways and public spaces and initiates any remedial action required. This is carried out on both a planned and random basis and aims to cover 7 days a week.

Events and Festivals

The Council will ensure the organisers of festivals and events make special arrangements within the terms of their events license for litter collection and rubbish removal, including a requirement that the organisers make their own arrangements to re-instate the area covered to the same level of cleanliness as before the event.

PART 2 – STANDARD BUT NON-STATUTORY SERVICES

The activities in this section are currently provided by the Council as standard services, but are non-statutory services. These activities will be subject to the ongoing Strategic Review of Council Spending which requires the Council to make significant savings by 2020. Any proposed changes to these services will be undertaken in consultation with the business community as set out in paragraph 4.1.3 of this agreement.

1. CLEANSING SERVICES

Mechanical street washing

Streets defined as Zone 1A will be washed daily between Easter and the end of October, in order to help manage the effect of gulls and the busy tourist season.

Graffiti and Fly-Posting Removal

All graffiti and fly-posting which is on the footway, and on other Council land and property, is removed within 5 days of it being reported, or within 24 hours if offensive. High-profile and offensive graffiti is removed from private property, subject to the owner's request and consent, and a charge is made for this.

Gull control

The Council coordinates an education programme and promotional campaign for businesses and residents (in partnership with BID Company), and provides free replacement eggs and accompanying literature. The Council offers removal and egg replacement on Council-owned buildings. Council officers attend regular gull management meetings. The Council will work with the BID on the delivery of its Gull Strategy.

2. TOURISM, LEISURE, CULTURE AND FESTIVALS

Events

The Council's events team provides an events and advice service which supports event organisers in scoping out the organisational requirements for their events, where events are being held on Council-owned land, or where the event will have a significant impact on the public highway.

Where a major event is being held in the City, the Council will work with the organiser to scope out additional support required in terms of officer time, which may be costed and charged to the event organiser.

3. COMMUNITY SAFETY SERVICES

CCTV system

The Council's Communications Hub provides the facility for the recording of CCTV images in line with current legislation. Where there is a request by external parties to monitor or manipulate CCTV cameras in real time and / or the provision of other services related to the Communications Hub the Council will work with the requestor to scope the requirement in order to determine the cost to the authority of providing the service and this may be chargeable.

**List of streets contained within the Bath Business Improvement District
boundary with Council cleansing regime specified (September 2015)**

STREET	Street detail if dissected by BID boundary	REGIME
Abbey Church Yard		1A
Abbey Green		1A
Abbey Street		1A
Abbeygate Street		1A
Alfred Street		1
Amery Lane		1A
Argyle Street		1A
Avon Street		1A
Bartlett Street		1
Barton Buildings		1
Barton Court		1
Barton Street		1A
Bath Street		1A
Beau Street		1A
Beauford Square		2
Beehive Yard		1
Belmont	Covering numbers 1-12 only	2
Bennett Street		1A
Bilbury Lane		1A
Boat Stall Lane		1
Bridewell Lane		1
Bridge Street		1
Broad Quay		1
Broad Street		1A
Brock Street		2
Brunel Square		1A (private)
Burton Street		1
Catharine Place		2
Chandos Buildings		1
Chapel Court		2
Chapel Row		1
Charles Street		1
Charlotte Street		1
Chatham Row		2
Cheap Street		1A
Church Street		1A
Corn Street		1A
Cotswold Way (near Circus)		Parks service
Cotswold Way (near Union Passage)		1A
Crescent Lane	Covering numbers 7-23 only	2
Cumberland Row		1
Dorchester Street		1A
Duke Street		1
Edgar Buildings		2
Edward Street		2

Fountain Buildings		1
Gay Street		1
George Street		2
Grand Parade		1A
Grand Parade Undercroft ("The Vaults")		1A
Gravel walk (part)		1
Great Pulteney Street		1A
Green Park		2
Green Park Mews		2
Green Park Road		1
Green Street		1A
Grove Street	Covering numbers 1-11 only	1
Ham Gardens		1A (private)
Harington Place		1A
Harris Court		1A (private)
Henry Street		1A
Hetling Court		1
High Street		1A
Hot Bath Street		1
James Street West		1
John Street		1
Johnstone Street		1
Kingsmead Court		1
Kingsmead North		2
Kingsmead Square		1A
Kingsmead Street		1A
Kingsmead Terrace		1
Kingsmead West		2
Kingston Buildings		1A
Kingston parade		1A
Kingston Road		1
Lansdown Mews		Private
Lansdown Road	Covering numbers 1-6 only	1
Laura Place		2
Little Southgate		1A (private)
Little Stanhope Street		2
London Street	Covering numbers 1-18 only	1
Lower Borough Walls		1A
Manvers Street		1A
Margaret's Buildings		1
Marlborough Buildings		2
Midland Bridge Road (North of the river)		2
Miles' Buildings		1
Milk Street		2
Milsom Place		1A
Milsom Street		1A
Monmouth Place		1
Monmouth Street		1
Nelson Place East		2
Nelson Place West		2
New Bond Street		1A

New Bond Street Buildings		1A
New Bond Street Place		1A
New King Street		1
New Marchants Passage		1A (private)
New Orchard Street		1A
New Street		1A
Newark Street		1
Newmarket Row		1A
Norfolk Buildings		2
North Parade		1A
North Parade Bridge		1A
North Parade Bridge Road		1A
North Parade Buildings		1A
North Parade Passage		1A
North Parade Road		1
Northgate Street		1
Northumberland Buildings		1A
Northumberland Place		1A
Old Bond Street		1A
Old King Street		1
Old Orchard		2
Old Orchard Street		1A
Orange Grove		1A
Palace Yard Mews		2
Parsonage Lane		1
Philip Street		1A (private)
Pierrepoint Place		1A
Pierrepoint Street		1A
Princes Buildings		2
Princes Street		1
Pulteney Bridge		1
Pulteney Mews		2
Pulteney Road	Covering numbers 1-34 only	1
Queen Square		1
Queen Square Place		1
Queen Street		1A
Queens Parade		1
Queen's Parade Place		1
Quiet Street		1A
Railway Place		1A
Railway Street		1A
Riverside Gardens		2
Rosewell Court		1
Royal Avenue	Part (see BID boundary)	
Royal Crescent		2
Royal Crescent Mews	Part (see BID boundary)	2
Royal Victoria Park	Part (see BID boundary)	See Royal Avenue
Saracen Street		1
Saville Row		1
Saw Close		1A
Seven Dials		1A

Slippery Lane		1A
Somerset Street		1A
South Parade		1
Southgate		1A
Southgate Place		1A (private)
Southgate Street		1A
Spring Gardens Road		2
St Andrews Terrace		1
St James Conduit		1A
St James Parade		1A
St James Rampire		1A
St Johns Place		1
St Lawrence Street		1A (private)
St Michael's Place		1A
St Michael's Rampire		1A
St Paul's Place		2
St Swithins Place		2
St Swithins Yard		2
Stall Street		1A
Stanhope Place		1
Swallow Street		1
Terrace Walk		1A
The Ambury		1A
The Circus		1
The Corridor		1
The Podium		1A (frontage)
Trim Bridge		1A
Trim Street		1
Trinity Close		2
Trinity Street		1
Union Passage		1A
Union Street		1A
Upper Borough Walls		1A
Upper Bristol Road	Covering numbers 1-10 only	2
Upper Church Street		2
Vane Street		2
Walcot Gate		2
Walcot Street		1
Watermead Close		1
Westgate Buildings		1A
Westgate Street		1A
William Street		2
Wine Street		1A
Wood Street		1A
York Buildings		2
York Street		1A