

BASELINE AGREEMENT

Dated: 12 February, 2018

Warwick District Council

(the Council)

BID Leamington Limited

(the BID Company)

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Baseline Agreement for Provision of Standard Services

Dated: 12 February, 2018

Between

- (1) Warwick District Council (the Council) of Riverside House, Milverton Hill, Royal Leamington Spa, Warwickshire, CV32 5QH; and
- (2) BID Leamington Limited (the BID Company) registered as a company limited by guarantee in England with company number 06618926 whose registered office is at 35c Park Court, Park Street, Royal Leamington Spa, Warwickshire, CV32 4QN.

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 out the procedure for reviewing the provision of the Standard Services.

It is agreed:

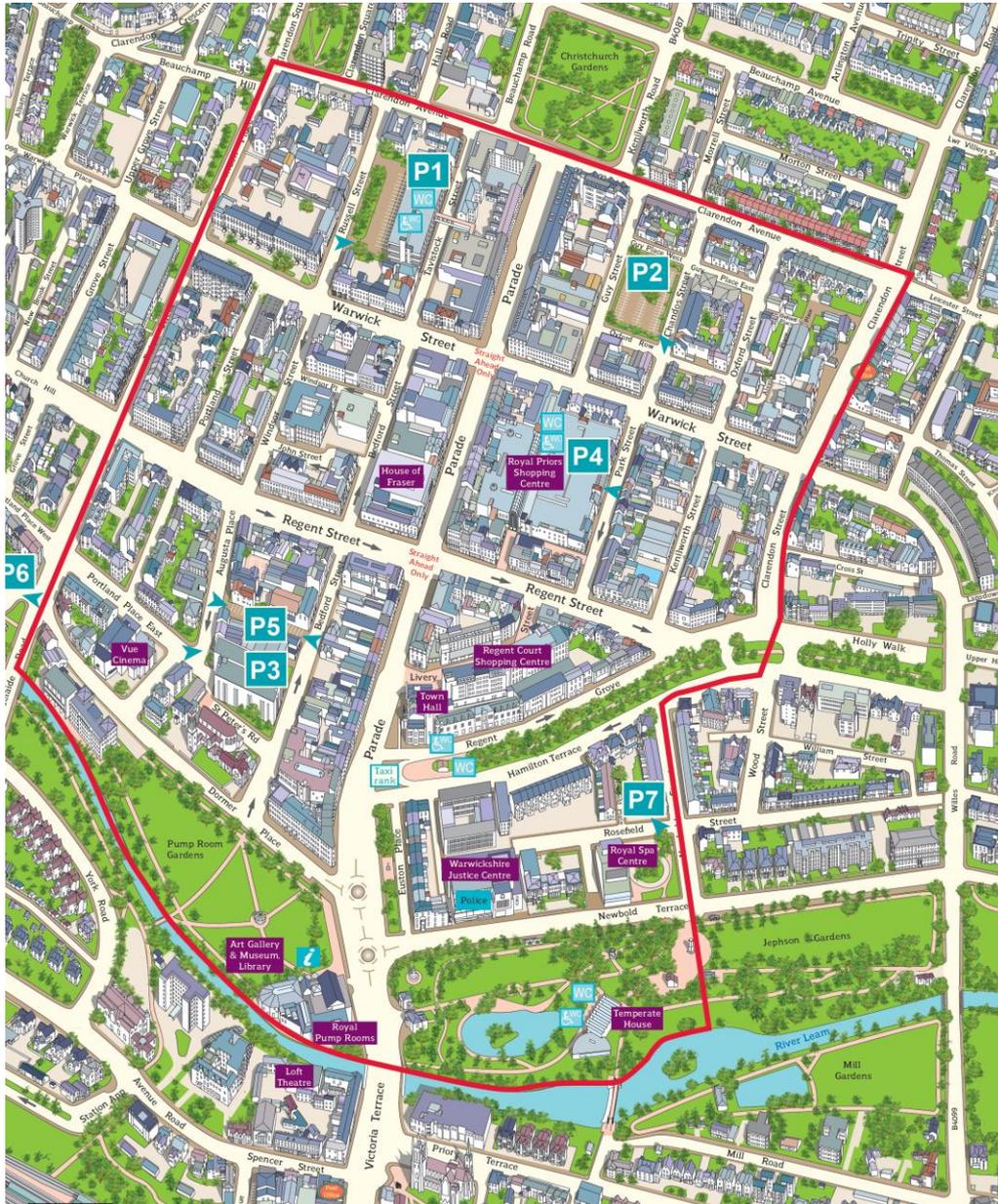
1 Definitions

BID Area means that area within which the BID operates. This includes the following streets, either in whole or in part:

Alveston Place	Oxford Row
Augusta Place	Oxford Street
Bedford Street	Parade
Chandos Street	Park Street
Clarendon Avenue	Portland Place East
Clarendon Street	Portland Street
Dormer Place	Regent Court Shopping Centre
Euston Place	Regent Grove
Gem Place	Regent Street
Guy Place East	Rosefield Street
Guy Place West	Royal Priors Shopping Centre
Guy Street	Russell Street
Hamilton Terrace	Satchwell Court

John Street
Kenilworth Street
Livery Street
Newbold Place
Newbold Street
Newbold Terrace

St Peters Road
Tavistock Street
Warwick Street
Whiteheads Court
Windsor Place
Windsor Street



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

Operating Agreement means the agreement entered into on [INSERT DATE] between the Council and the BID Company which sets out various procedures for the collection monitoring and enforcement of the BID Levy

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

- (a) sets out the Standard Service which the notice relates to;
- (b) sets out the nature of the deficiency identified by the BID Company in the provision of the Standard Service;
- (c) requests the Council to liaise directly with the provider or contractor for the purposes of improving the provision of the Standard Service

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 Schedule 1 and as amended on an annual basis in accordance with clause 6.1.3 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 appropriate senior representatives from the Council 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, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 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 Part 1 of Schedule 1 or its having insufficient funds to secure the provision of any of those Standard Services set out in Part 2 of Schedule 1 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) 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 where reasonably practicable, to implement such recommendations in the carrying out or provision of the Standard Services as may be made by the Standard Services Review Panel

4.1.4 upon receipt of a Performance Notice from the BID Company to carry out a review of the performance of the contractor or provider of the Standard Service and to use reasonable endeavours to secure the improvement of the Standard Service from the contractor or provider and in the event of a continued failure by such provider or contractor to remedy the deficiency in the delivery of the Standard Service to consult with the BID Company with regard to the appointment of an alternative contractor or provider for the relevant Standard Service

4.1.5 where it is reasonably practicable to give written notice in advance, not to remove or change any contractor(s) responsible for providing the Standard Services (as specified within Schedule 1 – Part 2) without first serving 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 Company 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 any Performance 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 prior to the Council's and BID's annual budget setting) to be provided having regard to any recommendations by the Standard Services Review Panel, provided that none of the recommendations would prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes, byelaws, statutory instruments, orders and regulations in the exercise of its functions as a local authority, and having regard to whether, in the Council's opinion, it would be otherwise reasonable to adopt the recommendations.
 - 6.1.3 To amend the Standard Services at Schedule 1 as may be appropriate following the annual review at clause 6.1.2.

7 Licence

- 7.1 Upon the BID Company's reasonable request, the Council shall grant a licence to the BID Company or its agents to enter onto into or upon any land within the Council's ownership or the highway for the purposes of the

BID Company or its agents carrying out any function or service required or secured (or any ancillary function) for the operation of the BID, where it is reasonably practicable for the Council to grant such a licence, having regard to the Council's functions and operations and to the interests of other land users and the public.

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 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 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 the Chief Executive at the Council's address or 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 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 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 Governing law

- 14.1 This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts. Nothing in this Agreement shall prevent either party at any time from being able to bring any claim under or in relation to this Agreement in an English court.

15 Dispute resolution

- 15.1 Should any complaint or dispute (which does not relate to the Council's right to terminate this Agreement) arise between the parties to this Agreement in relation to this Agreement and remain unresolved for 28 days of either party bringing it to the attention of the other then either party may refer the matter to both the Chief Executive of the Council and the Executive Director of the BID Company with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Council and the BID Company.
- 15.2 In the absence of agreement under clause 15.1, the parties may seek to resolve the matter through mediation under the Centre for Effective Dispute Resolution Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

Signed by the parties [or their duly authorised representatives]

The Common Seal of the Warwick District Council
was hereunto affixed in the presence of:

Authorised Signatory

The Common Seal of BID Leamington Limited
was hereunto affixed in the presence of:

Authorised Signatory

SCHEDULE 1– The Standard Services Part 1

This baseline agreement sets out the services that will be provided by the Council to the local community and which will be excluded from the BID Business Plan and Levy. This statement will be reviewed on an annual basis with the BID.

SCHEDULE 1– The Standard Services Part 1 identifies those services which it is required to undertake as part of its statutory function as local authority.

To be referenced in Schedule 2 of the Operating Agreement.

Service area	Service
Neighbourhood Services	<ul style="list-style-type: none"> • Cleansing of streets, highways, housing and amenity land, open spaces, paths, roads, public areas, car parks, cycle tracks, play areas, bridleways and alleyways. • Emptying and cleansing of litter bins. • Installation, maintenance and fitting of litter bins. • Removal of rubbish following fly-tipping. • Removal of graffiti and fly-posting where practicable. • Removal of leaf and blossom fall. • Weed control through weed spraying and/or other methods for removal of weeds and other unwanted vegetation. • Removal of shopping trolleys. • Emergency cleansing of roads following spillages or an accident. • Removal of chewing gum where practicable. • Provision of grass mowing; meadow management; shrub bed maintenance; flower bed maintenance. • Provision of litter/waste enforcement – commercial and residential. • Management and maintenance of parks/horticultural features within public areas. • Provision of Animal welfare, including dog wardens. • Delivery of the Ranger Service.
Cultural Services	<ul style="list-style-type: none"> • Operation of Museum, Art Gallery and Visitor Information Centre. • Commitment to Green Flag. • Management of the leisure centre contracts.
Asset Management	<ul style="list-style-type: none"> • Asset management and maintenance of Council owned properties/sites.

Health, Community Protection & Community Safety	<ul style="list-style-type: none"> • Licensing and regulation of licensed premises - public houses/restaurants etc where the sale of alcohol or regulated entertainment takes place. • Licensing of late night (after 11pm) food providers. • Provision of street trading consents • Licensing of taxis. • Monitoring of pollution matters which include noise (industrial and commercial noise/licensed premises), air and land pollution. • Ensuring of health and safety at work • Provision of the food safety scheme: carrying out inspections in terms of food safety compliance. • Management of council owned taxi ranks. • Commitment to Purple Flag.
Finance	<ul style="list-style-type: none"> • Collection of Business Rates, BID levies, administration of reliefs and exemptions.
Development Services	<ul style="list-style-type: none"> • Provision of building control and conservation • Administering and determining of planning applications • Provision of pre-applications service. • Enforcement of planning non-compliances. • Determining of planning policy • Promotion of the town for business investment, including partnership work with Invest in Warwickshire. • Delivery of strategic business engagement. • Working with businesses to identify skills gaps and providing employment support services, including organised Jobs Fairs, work placements, job coaches and customised pre-employment training courses. • Operation of Event Day Licence procedure to enable events.
Housing Services	<ul style="list-style-type: none"> • Licensing of Houses in Multiple Occupation in the private rented sector. • Ensuring private rented sector accommodation meets minimum housing standards.

SCHEDULE 1– The Standard Services Part 2

SCHEDULE 1– The Standard Services Part 2 which identifies those services undertaken which are additional services to those usually provided as part of its 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.

To be referenced in Schedule 2 of the Operating Agreement.

Development Services

- **Management of Leamington market permissions, inclusive of the Autumn, Christmas and Farmers markets.**
 - Seasonal Sunday markets contract
 - WDC responsible for contract management and, where appropriate, re-tendering for provision
 - Seasonal Markets will be well kept and maintained, providing a positive addition to the town, attracting visitors and residents alike
 - Farmers Markets contract
 - The Farmers Markets form part of the General Markets contract that also covers Warwick and Kenilworth’s weekly markets
 - WDC responsible for contract management and, where appropriate, re-tendering for the provision
 - Emphasis will be made on ensure the viability of the market, ensuring it remains an attractive addition to the leisure activities available in the town centre.
 - Irregular Markets
 - WDC is the Markets Authority and all applications for occasional or irregular markets must seek permission
 - Permission will only be granted where the applicant can demonstrate that their proposal;
 - a) does not undermine the viability of any existing markets; and
 - b) positively contributes to the economic viability and vitality of the town centre
- **Delivery of the Christmas lights switch-on event in Leamington Spa.**
 - Organised annually by the WDC Events Team in November.
 - It will be held on the first Sunday after Remembrance Sunday.
 - It will comprise family-friendly entertainment and events.

- **Maintenance, installation, storage and power of Christmas lights.**
 - Agreeing and administering property owner permissions to fix crossing to properties and street lights and inspect, test and maintain the fixings on an annual basis.
 - WDC will let a contract for the installation, maintenance and storage of the town's Christmas Lights, set to the volume of lights installed in the 2017 schedule. The costs of this contract will be covered by WDC, who will actively seek contribution from stakeholders (such as Leamington Town Council) and commercial opportunities (such as the Seasonal markets operator).
 - WDC will be responsible for the contract management of this and, where appropriate, re-tendering.
 - Any additional lights purchased by third parties, where the net volume of installed lights is increased as a result, will not fall within the contract cost. A provision will be made in the contract for such additional installations to occur, the financial cost of which will not be borne by the Council.
 - Although not yet in place, it is expected that the contract will have performance indicators relating to installation efficacy, call out response times and quality of work.

Health, Community Protection & Community Safety

- **Monitoring and maintenance of CCTV and related communication systems in public areas.**
 - The service provides proactive 24 hour monitoring of 190 cameras, 365 days a year from a Leamington based location. Also, operated are 4 radio systems and 12 Help points. Specific elements of the service include:
 - Manning the Emergency Duty phone as a Category 1 responder as part of WDC's statutory duties under the Civil Contingencies Act (2004).
 - Coordinating an operational base for multi-agency responses for high profile events where there may be public safety concerns including where the risk of terrorism is increased
 - Monitoring regular events in the District
 - Monitoring extreme weather conditions out of office hours
 - 24-7 monitoring of a WRCI Retail Radio
 - 24-7 monitoring of a Pubwatch Retail Radio
 - 24-7 monitoring of a Police Radio
 - 24-7 monitoring of a Car Park / Park Ranger Radio
 - Monitoring Events Radio
 - Monitoring the Duty phone along with 2 phones lines, of which one is a dedicated Police 24-7
 - Responding to requests for assistance from 12 help points

- Monitoring Regent Court cameras
- The CCTV Service achieved British Standard 7958 Closed Circuit Television (CCTV) Management and Operation in 2005. This standard has been maintained ever since then.
 - In addition, the service is regularly audited to maintain compliance with the Councils Code of Practice, the law and British Standard (BS7958).
- Performance is measured annually in terms of the numbers of incidents recorded and numbers of arrests resulting from CCTV intervention.

Neighbourhood Services

- **Testing of brackets, installation and watering of hanging baskets.**
 - WDC will be responsible for:
 - Consulting the BID Company and relevant partners such as Leamington Spa Town Council (Leamington in Bloom Committee) on the annual colour scheme and to get feedback on previous years.
 - Annually communicating the size of the baskets; the plants the baskets will be filled with; when the hanging baskets will be installed; the period the hanging baskets will be maintained
 - Pull-testing brackets (before installing the hanging baskets)
 - Installing the hanging basket
 - Regular watering of the hanging baskets through the maintenance period
 - Taking down of hanging baskets at the end of the maintenance period
 - Agreeing the safe installation of brackets with property owners