

**Dated**                      **14<sup>th</sup> September**                      **2015**

**KEIGHLEYBID COMPANY LIMITED**                      **(1)**

**AND**

**CITY OF BRADFORD METROPOLITAN DISTRICT**                      **(2)**  
**COUNCIL**

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**MEMORANDUM OF UNDERSTANDING**  
**FOR THE PROVISION OF SERVICES WITHIN THE KEIGHLEY BUSINESS**  
**IMPROVEMENT DISTRICT**

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**THIS AGREEMENT** is made the 14th day of September 2015

**BETWEEN:**

- (1) KEIGHLEYBID COMPANY LIMITED** (No.XXXX) whose registered office is situated at 68b North Street, Keighley, West Yorkshire, BD21 3RY ("the BID Company") and,
- (2) CITY OF BRADFORD MDC** of City Hall, Bradford, BD1 1HY ("the Council")

**BACKGROUND**

- (A)** The BID Company has been established as a joint undertaking of the business sector and Council representatives to act together as a company limited by guarantee to deliver the objectives of the BID Business Plan and to improve the economic, social and environmental well-being of the BID Area (as set out in Schedule 2).
- (B)** The Council currently provides or procures Baseline Services (as set out in Schedule 1), and Statutory Services within the BID Area (Schedule 2)
- (C)** The operating Agreement (Schedule 3) establishes the procedure or setting the BID levy along with collection, enforcement and accounting mechanisms
- (D)** It is the intention of the Parties that, the Council will use all reasonable endeavours to continue to provide these services, subject to the provisions relating to the terms of this Agreement.
- (E)** The Council currently funds the provision of these services from within its normal budget and will use all reasonable endeavours to continue doing so for the whole of the term. The Council may consider contributing further additional funds to the BID company for the purpose of achieving the

objectives of the BID arrangements on an ad hoc basis to be agreed by the parties.

- (F) On 12<sup>th</sup> November 2015 the BID Business Plan was approved in a ballot of non-domestic ratepayers in the BID Area.

## **MEMORANDUM OF UNDERSTANDING**

The Parties share the following common beliefs about the BID Area. The Parties believe that;

- A Business Improvement District is a partnership between a local authority and the local business community that will develop projects and services that will benefit the trading environment within the boundary of a clearly defined commercial area.
- The BID will improve town centre vibrancy
- A BID will create a sustainable mechanism of providing and funding key improvements the town centre.

This Agreement sets out the framework within which these shared aspirations will be achieved

### **IT IS AGREED AS FOLLOWS:**

#### **1. DEFINITIONS**

- 1.1 In this Agreement the following words and expressions shall, except where the context otherwise requires, be given the following meanings:

**Agreement** means this agreement and any Schedules or Appendices thereto which are to be read and construed and given the same force as if contained in the body of the agreement

**Baseline Services** means the services currently provided or procured by the Council and detailed in Schedule 1

**BID** means Business Improvement District

**BID Area** means the geographical area identified by the BID steering group in the BID Business Plan. As set out in Schedule 2

**BID Arrangements** means the detailed proposals for the BID as set out in the BID Business Plan prepared by the BID steering group submitted to, and approved by a ballot of non-domestic ratepayers in the BID area

**BID Performance Indicators** means the performance indicators detailing the performance of the BID Company as agreed in writing between the BID Company and the Council from time to time

**BID Business Plan** means the detailed proposals for the BID in the BID area as submitted and approved in a ballot of non-domestic ratepayers in the BID area as set out in Schedule 2

**BID Regulations** means the Business Improvement Districts (England) Regulations 2004 (as may be amended from time to time)

**Confidential Information** means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading

practices, goods, services, developments, trade secrets, intellectual property rights, know-how, personnel, customers and suppliers of either Party, all personal data and sensitive personal data within the meaning of the DPA

**Consent sites** means highways, public realm and public open spaces including, but not limited to,

**Data Protection Act (DPA)** means the Data Protection Act 1998 (as amended)

**Environmental Information Regulations (EIR)** means Environmental Information Regulations 2004

**Exit Strategy** means the strategy agreed by the Parties for securing transition from the BID Arrangements to alternative service delivery arrangements

**Freedom of Information Act (FOIA)** means the Freedom of Information Act 2000 and any subordinate legislation made under the act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation

**New Services** means any new or additional services not included in this Agreement

**Operating Agreement** means the Operating Agreement between the City of Bradford Metropolitan District Council and the BID company and effective from the Operational Date as defined in the Operating Agreement and which should be read in conjunction with this Memorandum of Understanding.

**Services** means, collectively or individually as the case may be, the Baseline Services and Statutory Services

**Statutory Services** means the services the Council undertakes within the BID area pursuant to its statutory obligations

Request to see a copy of statutory services from Council

**Support Services** means the services whereby the Council agrees to provide the specified services to the BID Company for the purposes of enabling the BID arrangements to be carried out

**Term** means the period of five (5) years commencing on the operational date in the Operating Agreement unless terminated sooner

**Variation Procedure** means the variation procedure set out in Clause 1

## **2. TERM**

2.1 This Agreement shall be deemed to have commenced on the date hereof unless otherwise terminated

2.2 The Parties may at any time throughout the duration of this Agreement agree to extend this Agreement once only for a period not exceeding five years subject only to approval by a valid ballot in accordance with the BID regulations or any other such legislative regulation prevailing at the time

## **3. SERVICES, ACCOMMODATION AND MANAGEMENT**

### **3.1 Baseline Services**

3.1.1 Throughout the Term the Council will use all reasonable endeavours to continue to provide and/or procure the existing baseline services in the BID area so as to facilitate the BID arrangements.

### 3.2 The Statutory Services

3.2.1 The Council is subject to a variety of statutory obligations and duties imposed by various legislative provisions.

3.2.2 The BID Company recognises that the Council is required to discharge its statutory obligations in respect of the statutory services in accordance with the appropriate legislative provisions and guidance and the law in general and that this may give rise to situations that are not always compatible with the objectives of the Parties under this Agreement.

3.2.3 Without prejudice to its statutory obligations the Council will to the extent permitted by law work proactively with the BID Company and use all reasonable endeavours to enable the achievement of the objectives of the BID arrangements.

### 3.3 New Services

3.3.1 The Parties may agree in writing at any time that New Services may be provided by the Council to the BID Company for the purpose of achieving the BID arrangements

3.3.2 New Services shall be agreed using the variation procedure and upon commencement shall be subject to all terms of this Agreement



### **3.4 Accommodation**

The Council will cover the cost of the accommodation throughout the duration of the BID (balloted in 2015) of the BID office at 68b North Street Keighley, unless the Council makes a decision to dispose of this asset, in which case alternative provision of a reasonable standard and suitable location will be made including any relocation costs. The Council will also cover the costs associated with the operation of an office in terms of usual office equipment and service.

### **3.5 Management and staffing arrangements**

The Council will:

- 3.5.1 Pay the salary of the BID manager for 4 of the 5 years amounting to £160k along with any inflation and pay rises that might apply during this period if these exceed £160k, as long as the BID makes satisfactory progress as agreed by the BID Board and this is confirmed by the Council representative on the BID Company Board.

(It should be noted that the BID Board agreed that should levy income increase above £214k annually the BID company would consider covering the BID Company manager's salary.) Other staff costs will come from the BID Levy.

- 3.5.2 Provide a duty in the job description of a senior Council officer to act as link with the BID work to Bradford Council's management of Regeneration and provide Human Resources cover. The contact will not direct the activity of staff members, this is the responsibility of the Board.

3.5.3 Participate in the BID Company through 1 Board Member, which the Council will nominate, for the life of the BID. This will be a councillor and the choice will be made by the council. This member will represent the Council's interests and be a voting Member. It is expected that the Councillor will be the appropriate Portfolio holder.

3.5.4 In the event of long term sickness of BID staff, the Council will look to provide some limited cover, however this is unlikely to be full time and can not be guaranteed.

3.5.5 In the event of the BID ending, for any reason, the Council will provide the rights appropriate to staff who are employed by the Council.

3.5.6 In the event that the staff are employees of the Council, the Council will cover appropriate payroll and HR functions with no recharge to the Bid company.

#### **4. CONSENT SITES**

4.1 The use of the Consent Sites for any BID activity must be approved by The Council, such consent not to be unreasonably withheld or delayed.

4.2 Keighley BID will be subject to the normal application process for the usage of public realm.

4.3 The Council retains the right to utilise the Consent Sites as they see fit for commercial promotions and events.

## **5. PERSONNEL**

- 5.1 Each Party is responsible for its own personnel, employees, agents, servants, and subcontractors when on the other Party's premises.
- 5.2 Each Party shall ensure that its personnel, employees, agents, servants, and subcontractors comply with the provisions of The Health and Safety at Work etc Act 1974 (as amended), and any subsequent legislation and any security procedures whilst on the other Party's premises.

## **6. FINANCIAL REGULATIONS AND PROCUREMENT**

- 6.1 The BID Company undertakes to adopt and apply financial regulations and procurement procedures that are compatible with the Council's Financial Regulations and Contracts Standing Orders (as may be amended from time to time) so as to clearly demonstrate best value and accountability compliance in relation to contracts applicable at any appropriate time, in any relevant dealings in respect of the delivery of the BID arrangements
- 6.2 The Council confirms that in respect of any relevant matters it will apply and comply with its Financial Regulations and Standing Orders Relating to Contracts applicable from time to time.
- 6.3 The Council will where permitted by law inform the BID Company of any proposed changes to its Financial Regulations and Contracts Standing Orders prior to their implementation and may at the Council's absolute discretion have regard to any views expressed by the BID Company in respect of such changes.

## **7. INSURANCE**

- 7.1 Specifically, but without limitation, the BID Company shall take out and maintain for the duration of this Agreement, with generally recognized reputable insurance companies, Employer's Liability insurance to a minimum value of £10,000,000.00 for any one claim, Public Liability cover to a minimum value of £5,000,000 for any one claim and professional Indemnity cover to a minimum value of £1,000,000 for any one claim.

## **8. ASSIGNMENT AND SUB-CONTRACTING**

- 8.1 Neither party shall assign, sub-contract or transfer any of their respective rights duties or obligations under this Agreement without the express prior written consent of the other Party such consent not to be unreasonably withheld or delayed.

## **9. LIMITATION OF LIABILITY**

- 9.1 Nothing in this Agreement shall exclude or restrict a Party's liability for death or personal injury caused by its negligence.
- 9.2 Each Party will indemnify and keep indemnified the other Party from and against any and all loss damage or liability (whether criminal or civil) suffered and legal fees and costs incurred arising out of any act neglect or default of the Party its employees, agents, servants or subcontractors or licensees and including any successful claims by any third party resulting from breach of this Agreement in respect of any matter arising out of the performance of its obligations under the Agreement provided that notwithstanding this indemnity the other Party shall use its reasonable endeavours to mitigate any such loss and damage or liability.

## **10. VARIATIONS**

- 10.1 No variation of this Agreement or of any documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each Party

## **11. DISAGREEMENTS**

- 11.1 Where the Parties are in disagreement as to the terms or provisions of this Agreement, including implementation, or the delivery of services or objectives, they shall use their best efforts to resolve the disagreement informally through amicable discussions within 7 days of being notified of the disagreement (or such later date as may be agreed between the parties).

- 11.2 In the event that, following attempts at resolving the issue by amicable discussion and consultation, either Party believes that a disagreement is not capable of being resolved informally both Parties will submit written details of their grievance and / or position by not later than 21 days of being notified of the disagreement to the Chair of the Board of the BID Company and a Director or Director of the Council nominated by the Council in an attempt to resolve the disagreement at Board / Director level.

## **12. TERMINATION**

- 12.1 The Council may terminate this Agreement upon giving three (3) months notice in writing if the other Party:

- 12.1.1 Commits a material breach of its obligations or if such breach being capable of remedy has not been remedied for a period of 30 days after being notified of such breach

12.2 The Council may terminate this Agreement and recover all its losses by giving notice to the BID Company having immediate effect if

12.2.1 The BID Company goes into liquidation, either compulsorily or voluntarily (apart from a solvent liquidation for the purposes of reconstruction or amalgamation) or if a receiver, administrator or administrative receiver is appointed in respect of the business or all or any part of its creditors generally or shall commit any similar act or suffer any similar event as a consequence of debt

12.2.2 The BID Company does any of the following things:

- (a) offer, give or agree to give to anyone any inducement or reward in respect of this or any other Council contract (even if the BID Company does not know what has been done); or
- (b) commit an offence under the Prevention of Corruption Acts 1889 to 1916 or Section 117(2) of the Local Government Act 1972 or the Bribery Act 2010; or
- (c) commit any fraud in connection with this or any other Council contract whether alone or in conjunction with Council Members, contractors or employees.

Any clause limiting the BID Company's liability shall not apply to this clause

12.3 Without prejudice to the Council's rights in this Agreement, the Council may, upon 12 months written notice to the BID Company suspend any new services that have been agreed. If any new services for which the

BID Company has agreed to make payment to the Council are suspended, the BID Company's obligation to make such payments shall also be suspended.

### **13. EXIT STRATEGY**

13.1 The Parties recognise that in the event of the BID Arrangements coming to an end and not being renewed in accordance with statutory provisions and/or in the event of this Agreement expiring by any means the Parties will need to agree an exit strategy how services within the BID area will continue to be provided.

13.2 Either Party may give notice to the other either, (a) when serving notice under clause 11 (disagreements) or (b) at any time not before the fourth anniversary of the effective date, requiring the other party to attend a meeting or meetings to prepare an agreed exit strategy.

13.3 Failure on the part of either Party to respond to such a request or to agree an exit strategy will entitle the other Party to invoke the disagreements procedure set out in Clause 12.

### **14. CONFIDENTIAL INFORMATION**

14.1 Both Parties shall treat as and keep confidential and not disclose any confidential information. No confidential information shall be subject to the restrictions against disclosure under this Agreement to the extent that it:

14.1.1 Is or becomes public knowledge otherwise than through the default on the part of either Party or their directors, officers, agents or employees;

- 14.1.2 Is compelled by law or by the rules or requirements of any relevant regulatory authority or court of competent jurisdiction and/or required by the professional advisors of either Party
- 14.1.3 Is already lawfully in the possession of either Party prior to its disclosure.
- 14.1.4 Is made with the express prior written consent of the other Party;  
or
- 14.1.5 Is made pursuant to a statutory duty or requirement of the Information Commissioner pursuant to the Freedom Of Information Act (FOIA) or the Environmental Information Regulations (EIR).

## **15. DATA PROTECTION**

- 15.1 The BID Company shall (and shall procure that any of its staff involved in the provision of this Agreement) comply with any notification requirements under the DPA and both Parties will duly observe all their obligations under the DPA, which arise in connection with the Agreement
- 15.2 The BID Company acknowledges that the Council is the Data Controller for the purposes of the DPA
- 15.3 Where the BID Company is processing personal data (as defined by the DPA) as a data processor for the Council (as defined by the DPA) the BID Company shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal



data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and

- (1) provide the Council with such information as the Council may reasonably require to satisfy itself that the BID Company is complying with its obligations under the DPA;
- (2) promptly notify the Data Protection Officer of any breach of the security measures required to be put in place pursuant to this clause; and
- (3) ensure that it does not knowingly or negligently do or omit to do anything, which places the Council in breach of the Council's obligations under the DPA.

15.4 The BID Company shall and shall procure that its sub-contractors shall:

- (1) transfer any subject access request to the Council as soon as practicable after receipt and in any event within 2 working days of receiving the request;
- (2) provide the Data Protection Officer with a copy of all information required in respect of the subject access request in its possession or power in the form that the Council requires within 20calendar days (or such other period as the Council may specify) of the Council requesting that information; and
- (3) provide all necessary assistance as reasonably requested by the Data Protection Officer to enable the Council to respond to a subject access request within the timescale stipulated under the DPA.

## **16. FREEDOM OF INFORMATION**

### **16.1 Freedom of Information arrangements**

There are different expectations of the public and private sector, but nonetheless there is an overriding statutory duty on the part of the Council that is subject to the requirements of the FOIA and the EIR. In acknowledgement of this obligation, the following processes are set out in 16.2 to 16.5 are designed to help the council honour its duties

**16.2** The Council will work in Partnership with the BID Company. It will employ staff who will work on delivering the activity funded by the levy. However all operational decisions will be the responsibility of the BID Company and the BID board. The company will be responsible for FOI issues that relate solely to operational and BID business matters. The Council will have responsibility for HR matters and any issues attached to the accommodation.

**16.3** Any FOI requests that cover interests shared by both the BID Company and the Council will be discussed within time scales set out in FOI legislation. An example would be a question related to the preparations for the BID before the company formally began.

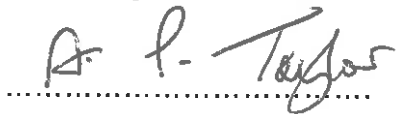
**16.4** FOI issues will be discussed between those directors designated as having day to day responsibility and the Council officer designated as the contact for the company from the Regeneration Service. Both organisations must make appropriate efforts to ensure that wherever the FOI request is received, its response should be enabled as soon as possible to protect the reputation of the partnership that is the platform for the delivery of the BID.

16.5 Any failings to meet the timescales where there is a joint responsibility may result in a cost to the company if there is fault on the company's side and vice versa.

**17. WHISTLE BLOWING**

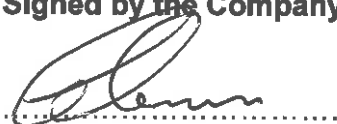
17.1 The Council has a whistle blowing policy to encourage staff and the public to bring into the open issues concerning dishonesty involving the Council. The BID Company shall ensure that relevant members of staff and all persons involved with this Agreement are made aware of the policy.

**Signed by the Council:**

  
.....

Title: *Economic Development Manager*

**Signed by the Company:**

  
.....

Director

## **SCHEDULE 1**

### **Baseline Services**

#### **1. Highways Management:**

##### **1.1 Street lighting:**

Although there is no statutory duty to provide street lighting, where street lighting is installed the Council has a duty to demonstrate that they have systems in place to maintain the equipment in a safe condition.

Any equipment that is considered dangerous or has been tampered with, vandalised or wilfully damaged leaving potentially live exposed parts will be attended to and made safe within 1 hour of it being reported to the Council.

General lights out will be repaired within 10 working days from being reported to the Council.

If there is a fault with the electricity supply which is the responsibility of the Distribution Network Operator (Northern Powergrid), the fault will be reported to Northern Powergrid.

##### **1.2 Network management:**

The Traffic Management Act 2004 places a duty on local traffic authorities to manage the road network to secure the movement of traffic. The New Roads and Street Work Act 1991 places a duty on local highways authorities to co-ordinate all works and events on the highway network. The Highways Act 1980 places a duty on local highway authorities to protect the public's rights of use and enjoyment of highways

To ensure these duties are carried out the Network Resilience & Management Team of the Council employs a number of schemes to help manage different works. These include:

- A permit scheme for utility and local authority road works inspections of 10% of utility works to ensure carried out safely, with minimum disruption and reinstated correctly.
- Monitoring of utility work duration and issues of overstay and charges where appropriate.
- The issuing of fixed penalty notices plus licences for skips, scaffolding and hoarding and associated monitoring and enforcement and finally co-ordination of road works programmes for efficient allocation of road space.

### 1.3 Roads and footways maintenance:

The existing streets in the town centre are inspected once a month in order to check for defects (e.g. loose/broken flags in the footway, damaged surfacing/potholes in the road, etc.). For those defects that are deemed to be actionable (e.g. a trip hazard or may cause damage to a vehicle) an order for remedial work is placed with our Direct Labour Organisation (formerly Street Scene Highways) who will then carry out the work.

Through these and other inspection regimes, we are able to identify larger-scale works such as carriageway patching/resurfacing and footway resurfacing/reconstruction which are incorporated into works programmes, in priority order. Approval for our larger schemes is via our portfolio holder (through delegated powers) or via the Area Committees (Keighley and Shipley in our case).

This process would continue as part of the 'standard' Council service.

## **2. Cleansing Services:**

2.1 The Council provides a street cleansing service with regard to its statutory duty under the Environmental Protection Act 1990. In this the Authority has a duty to keep land and roads clear of litter and refuse.

### **2.2 Litter Bin emptying**

The Council provides a litter removal service from Keighley that includes the removal of street litter and emptying bins through the provision of 1 litter picker 47 hours per week Monday to Friday plus 10.5 hours at the weekend.

### **2.3 Mechanical sweeping**

It also provides for mechanical sweeping of the pavements and public areas in the mornings for the Town Centre.

### **2.4 Cleansing of the broader streetscape**

Will be required at times this can include the need to remove chewing gum and biological hazards such as needles, faeces and body fluids as a high priority. Graffiti removal will be done on request within the hour if it is racist or inflammatory, any other will be removed on request

### **2.5 Drainage and street gullies**

The Council have a target to clean out gullies on main roads every 12 months and those on side roads approximately every 24 months. For blocked gullies and emergencies the response will be on a risk basis, with a target of 21 working days to attend to a blocked gully but if this is causing flooding issues or is an emergency e.g. a missing gully cover, then this will be checked and action taken within 24 hours.

### **3. Enforcement:**

- 3.1** The Council through the Area Coordinators Office in Keighley provides for Wardens and Police Community Support Officers in the Town.

Two are provided for the Town Centre Monday to Friday with no weekend cover their main duties include:

- Identifying vehicles in contravention of parking, waiting and loading restrictions and issuing PCN's
- Inspecting Pay & Display machines in car parks
- Checking and reporting defective traffic lines and signs

Other duties include:

- Litter and dog fouling enforcement
- Monitoring domestic and trade waste issues
- Monitoring activities of street traders, buskers and charity fund raisers
- Reporting faulty street lighting and blocked gullies
- Reporting to Highways Enforcement issues regarding 'A' boards, street cafes and vehicles for sale on the highway

### **3.2 Community Safety**

The Council is committed to improve Community Safety in the town centres through:

- Reporting Town Centre issues ASB etc directly to the Police
- Reporting wanted 'nominals' to the Police
- Providing a high visibility, reassurance role in the Town Centre

### 3.3 CCTV

There are 22 CCTV cameras across the Town Centre that will be managed and maintained by the Council's CCTV section which is based in Bradford.

Online request for access to footage can be made on the Council's website

[http://www.bradford.gov.uk/bmdc/community and living/crime prevention /cctv closed circuit television](http://www.bradford.gov.uk/bmdc/community_and_living/crime_prevention/cctv_closed_circuit_television)

Or enquiries can be made by email at [cctv.info@bradford.gov.uk](mailto:cctv.info@bradford.gov.uk)

CCTV information is also subject to Data protection issues, details of this can also be found on the website at [http://www.bradford.gov.uk/bmdc/government politics and public administration/data protection foi/data protection foi](http://www.bradford.gov.uk/bmdc/government_politics_and_public_administration/data_protection_foi/data_protection_foi)

## 4. Parks and Landscapes Services:

4.1 The Council's Parks and Landscapes Service will provide for maintenance of the following areas within the BID area:

- High St Roundabout grass cutting (26 times a year) and flower beds which will be changed to more sustainable planting this winter.
- Church Green grass cutting only 26 times a year.
- Parish Church grass cutting only 10 times a year.
- Gresley Road 1 grass verge cut 10 times a year.
- Various planters throughout the town centre (mainly bus station and Hanover St) presently planted out 2 times a year will be changed during the winter of 2015/16 to a more sustainable planting.



## **5.0 Review process**

5.1 There will be a commitment to an annual review between the Council and Keighleybid of baseline services to be provided by The Council to Keighleybid.

5.2 Changes to Baseline agreement: The Business Improvement District (England) Regulations 2004 Regulation 16 & 17 set out the circumstances where changes to the baseline services can take place with or without a ballot taking place.

## **6.0 Policing:**

6.1 Keighley is now part of the Bradford District as far as policing resources are concerned. These resources are able to be 'flexed' at any time depending on demand so the total number of officers available would include all of those within the Bradford District.



**SCHEDULE 3**  
**The Operating Agreement**

**OPERATING AGREEMENT'**  
**IN CONNECTION WITH BID LEVY COLLECTION ARRANGEMENTS**

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## **Appendix 1 – BID levy rules**

## **OPERATING AGREEMENT**

### **Background**

- 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 BID Company is responsible for the operation of the BID and for using the BID levy for the purposes of achieving the objectives and aspirations set out in the BID Arrangements
- C Both parties wish to confirm the arrangements by which the BID levy shall be collected, together with general arrangements as to the relationship to be established between the Council and the BID Company for the duration of the BID term.
- 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

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

**It is agreed**

**1. DEFINITIONS**

The words and expressions below shall mean as follows:-

**Act** shall mean the Local Government Act 2003

**Annual Report** shall mean 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 percentage collection rate for the BID levy;
- (iii) The Council's proposals (if any) to help improve any efficiency measures in the collection and enforcement of the BID levy; and
- (iv) Details of those BID levy payers who have paid the BID levy and those who have not paid the BID levy;
- (v) The Council's proposals for bad or doubtful debts

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

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

**BID** shall mean the Business Improvement District which operates within the BID Area.

**BID area** shall mean the area of Keighley town centre edged red on the plan at schedule 2.

**BID Arrangements** shall mean those arrangements to be put in place pursuant to the regulations for the operation of the BID.

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

- i. The total income and expenditure of the BID levy
- ii. Other income and expenditure of the BID Company not being the BID levy
- iii. A statement of actual and pending deficits; and
- iv. The various initiatives and schemes upon which the BID levy has been expended by the BID Company

**BID levy** shall mean the charge to be levied and collected within the BID area pursuant to the Regulations.

**BID levy payer(s)** shall mean the non-domestic rate payer(s) responsible for paying the BID levy

**BID levy rules** shall mean the rules set out in Schedule 1 which sets out how the BID levy will be calculated and other requirements related to the BID levy (as may be amended by a successful alteration ballot)

**BID revenue account** shall mean the account to be set up in accordance with Regulation 14 and operated in accordance with Schedule 3 of the Regulations

**BID Term** shall mean the period of 5 years commencing on the operational date

**Contingency Sum** means the sum that will be retained by the Council during each year the BID for payment to the BID Company with the first payment of the following BID year

**Contributors** shall mean the BID levy payers or other contributors making voluntary contributions to the BID Company

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

**Enforcement action** shall mean all reasonable costs incurred in relation to the undertaking of action to recover outstanding BID levy and related costs including costs of the issue of the Magistrates' Court summons and any subsequent enforcement costs.

**Exempt Properties** shall mean those Hereditaments as mentioned in Schedule 1.

**Financial Year** December 2015 to November 2016  
December 2016 to November 2017  
December 2017 to November 2018  
December 2018 to November 2019  
December 2019 to November 2020



**Hereditament** shall have the same meaning as defined in the Regulations

**Liability Order** shall mean an order obtained from the Magistrates' Court

**Operational Date** shall mean 4th January 2016 being the date upon which the BID Arrangements come into force

**Public Meeting** shall mean the meeting to be held of all BID levy payers pursuant to regulation 18(1) (a) (ii) of the Regulations

**Regulations** shall mean the Business Improvement Districts (England) Regulations 2004 (S.I. 2004/2443) and such amendments made by the Secretary of State pursuant to Section 48 of the Act (from time to time)

**Reminder Notice** shall mean the notice to be served pursuant to Clause 8.1

**Termination** shall be pursuant to Clause 11

**Working Day** shall have the same meaning pursuant to the Regulations

## **2. Statutory authorities and Interpretation**

2.1 This Agreement is made pursuant to Part 4 of the Act and Section 111 of the Local Government Act 1972 and all other enabling powers

2.2 This Agreement shall be interpreted according to the following provisions unless the context requires a different meaning:

2.2.1 Words importing persons shall where the context so requires or admits include individuals, firms, partnerships, trusts, corporations, governments, governmental bodies, authorities, agencies, unincorporated bodies of persons or associations and any organisations having legal capacity

2.2.2 References to any statutes and statutory instruments are to be construed as references to those statutes and statutory instruments as from time to time amended or to any statutes and statutory instruments from time to time replacing extending consolidating or amending the same

### **3. Commencement**

This agreement is conditional upon the declaration of a successful ballot result on the ballot result date and this Agreement will be executed on or before 4<sup>th</sup> January 2016

### **4. Setting the BID levy**

4.1 Within 28 days of the ballot result date the Council shall:

- i) Calculate the BID levy due from each BID levy payer in accordance with the BID levy rules; and
- ii) Confirm in writing to the BID Company the BID levy payable annually by each BID levy payer

**5. The BID Revenue Account**

5.1 Within 28 days from the ballot result date the Council shall set up the BID revenue account and provide written confirmation to the BID Company once this has been carried out.

5.2 Within 28 days from the ballot result date the BID Company shall provide the Council with details of its own bank account into which payments shall be made under Clause 9 and/or the BID levy shall be transferred into from the BID Revenue Account.

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

6.1 The Council shall debit from the Revenue Account the following:

6.1.1 Bad or Doubtful Debts;

6.1.2 The Council's business rates section will receive £12k annually as a contribution to a half time post within the Business Rates section to process collection. £2k of this will relate to maintenance of the software specific to the levy collection. This contribution is less than the full economic cost of the half-time post and contributes to the Council's support of the BID

6.1.3 All costs incurred by the Council through the use of enforcement action to recover any BID levy due to the BID Company where those costs have subsequently been paid by the BID levy payer.

**7. Collecting the BID levy**

Bradford Council will collect the business rate levy for the Keighley BID Company (if the BID is approved). Software for this purpose has already been acquired.

The Council will be a dedicated participant in the BID Company through 1 Board Member (a councillor), which the Council will nominate, for the life of the BID. This member will represent the Council's interests and be a voting Member. They will be required to act and demonstrate the behaviours of a director.

The BID levy will be based on the 'chargeable day' principle that imposes the full year levy charge on the incumbent on a fixed day of the year and then makes no refunds within the year as a result of any changes

- 7.1 Within 28 days of the ballot result date the Council shall confirm in writing to the BID Company:-
- i) The means by which the BID levy payer shall be billed for the BID levy; and
  - ii) The date when the BID levy shall first be collected (such date to be on or after the operational date 4<sup>th</sup> January 2016)
- 7.2 Pursuant to Clause 7.1(ii) 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 Company upon its reasonable request
- 7.4 Where a Hereditament is split or merged the BID levy should be made on the revised entries shown in the 2015 local rating list. If the said Hereditament is split or merged under the 2015 list those rateable values will be used in the calculation. However, if the said Hereditament is split or merged only under the subsequent list those rateable values in that list will be used instead. The BID levy will be calculated on the basis of a chargeable period liability at the next yearly charging period rating list
- 7.5 The Council shall use all reasonable endeavours to collect the BID levy on the date specified (pursuant to Clause 7.1(ii) above) and thereafter in respect of each Financial Year and in accordance with the procedure set out in Schedule 4 of the Regulations
- 7.6 The Council shall use all reasonable endeavours to take all reasonable steps for collecting the BID levy, which are consistent with its usual procedures for the collection of non-domestic rates.
- 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 by any BID levy payer within 28 days from the date that it becomes payable then (subject to the exceptions or as may otherwise be agreed in writing between the

parties) the Council shall serve a Reminder Notice on such BID levy payer which shall:

- i) Identify the sum payable;
- ii) Provide a further 7 days for payment to be made;
- iii) Confirm that the Council will make an application to the Magistrates' Court for a Liability Order to recover the unpaid sum (together with costs)

8.2 If after a further 7 days from the payment date stated in the Reminder Notice (as extended pursuant to clause 8.1.ii) the outstanding sum of the BID levy has not been paid the Council may 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 and Enforcement) (Local Lists) Regulations 1989 (S.I. 1989/1058) (as amended).

8.3 Before making any such application as referred to in paragraph 8.2 above, the Council shall notify the BID Company and, if so requested, will discuss the case with the BID Company. Any decision to make an application shall remain with the Council.

## **9. Payment to or from the BID Company**

9.1 To facilitate the activity of the BID company, the Council has agreed to provide cash flow in advance of receipts from the BID levy. This will be equal to 25% of the anticipated amount expected within the year but may be negotiated upward in the light of experience from elsewhere, to ensure adequate cash flow.

- 9.2 10% of the anticipated Levy income will be retained by the Council for bad debt until it becomes plain if there has been 10%, or less, bad debt. If payments received demonstrate that the amount of contingency for bad debt was too large, then the difference should be paid. It is not the intention of the Council to retain bid revenue unnecessarily. Amounts due should be paid to the BID company at the earliest possible opportunity, and on the production of an appropriate invoice inclusive of VAT. Any reconciliation of this that is outstanding can be made within 6 weeks of the end of the financial year.

The BID Company will comply with VAT regulations and be registered for VAT

The BID company will recover any VAT it incurs in delivering the BID services and pay over any VAT due, subject to the normal rules.

There may be certain circumstances where exempt supplies are made, although this is considered to be highly unlikely. Where such supplies are made any VAT incurred by the BID will be unrecoverable.

9.3 Special arrangements in the final year

The final year of the BID Term will be important in terms of future planning. An "intention" meeting between the BID Company and the Council will be held at the mid point of the final year (June 2020), to plan arrangements for either a ballot for a second term or close down of the activity at the end of the term. Either scenario will involve all the funds due to the BID Company being paid in advance of the closure of business in the first BID Term - the BID company should have the means to conclude its business, with the money due from the levy within the BID term before dissolution of the Company. Similarly if

there is to be a campaign for a second BID Term, the finance for the campaign and associated costs needs to be known and available.

**9.4 The final quarter of the BID Term**

The final quarter of the BID Term is unusual in that it will be either:

- The final quarter before a new BID term, dependent on a ballot of business levy payers

Or

- The close down quarter for the BID programme and potentially the BID Company. The Council will make every effort to accurately assess any retention and pay this amount to the BID Company at the start of the final quarter.

**9.5 Table for payments in year 1**

Year 1 refers to January 2016 – December 2016

Ballot successful Nov 2015	Company established Nov 15	Council advances 25% of expected levy for period Jan 2016 to Dec 2016	Bills become payable January 2016	Any resolution of issues arising to be completed within 6 weeks of bills deadline	Council financial year end April 2016
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And in years 2 to 4 of the BID term

Year 2 refers to January 2017 – December 2017

Year 3 refers to January 2018 – December 2018

Year 4 refers to January 2019 – December 2019



BID financial year end December each year			
Council advances 25% of expected levy for period as above	Bills become payable January	Any resolution of issues arising to be completed within 6 weeks of bills deadline	Council financial year end April

Special arrangements for 5<sup>th</sup> year of the BID term  
Year 5 refers to January 2020 – December 2020

BID financial year end December each year					
Council advances 25% of expected levy for period Jan 2020 to Dec 2020	Bills become payable January	Any resolution of issues arising to be completed within 6 weeks of bills deadline	Council financial year end April	Intention meeting June 2020	Payment of all funds due to end of BID term by end of June 2020

## 10. Accounting Procedures and Monitoring

10.1 At the time the Council issues the levy bills there will be a statement of the previous years financial summary and the forecast for the forthcoming year on the BID company and the Council's websites.

10.2 Every 12 months (for the duration of BID Term) the Council shall provide the BID Company with a breakdown of:

- i) The amount of BID levy for each individual BID levy payer;
- ii) The BID levy collected in relation to each BID levy payer;
- iii) Details (together with the outstanding unpaid sum) of those BID levy payers who have not paid the BID levy during those 12 months;
- iv) Details of the reminder notices issued throughout that period; and
- v) Details of any liability orders obtained or applied for by the Council

10.3 Every 12 months (for the BID Term) the BID Company shall provide the Council with the following details:

- i) The total amount of income received from the Contributors (excluding the BID levy); and
- ii) The total expenditure during that 12 month period.

10.4 The parties shall annually review the operation of this Agreement and shall meet from time to time to:

- i) Review the effectiveness of the collection and enforcement of the BID levy; and
- ii) If required, review and assess the information provided by the Council and the BID Company pursuant to Clauses 10.1 and 10.2 above and make any recommendations for implementation as may

be agreed in writing (and which are permitted by the Regulations and the terms of this Agreement).

10.5 Within 3 months after the date of the end of the Financial Year the Council shall provide the Annual Report to the BID Company.

10.6 Within 3 months from the date of receipt of the Annual Report the BID Company shall provide the BID Company's Report to the Council.

## **11. Termination**

11.1 Where the Council is contemplating terminating the BID Arrangements under Regulation 18(1)(a) of the Regulations it shall serve written notice on the BID Company and in addition to its obligation to hold a Public Meeting shall meet with the BID Company as soon as is reasonably practicable to discuss and review the following:

- i) The basis of the Council's concerns that the BID Company has insufficient finances to meet its liabilities for that period;
- ii) The level of insufficient funds;
- iii) Alternative means by which the insufficiency of the funds can be remedied in accordance with Regulation 18(1) (a) (ii); and
- iv) An appropriate time frame to resolve the issue.

11.2 Where the Council is contemplating terminating the BID Arrangements under Regulation 18(1)(b) of the Regulations it shall serve written

notice on the BID Company and shall meet with the BID Company as soon as is reasonably practicable to discuss and review the following:

- i) 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;
- ii) 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;
- iii) Alternative means of procuring the said services or works by third parties or increased financial funding from the BID Company;
- iv) Alternative replacement services or works which will be acceptable to the BID Company
- v) An appropriate time frame to resolve this issue.

11.3 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 28 days prior to termination taking place

11.4 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 £5.00 for each BID levy payer (having already deducted a reasonable sum for the administration of such refund) to:

- i) calculate the amount to be refunded to each BID levy payer;
- ii) 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
- iii) 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.
- iv) Where there are insufficient funds in the BID revenue account to allow for the payment of a refund as described above, the Council shall credit the credit balance in the BID revenue account to the credit of its general fund

11.5 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 11.4.

11.6 The BID Company shall not be permitted to terminate the BID Arrangements where:

- i) The works or services under the BID Arrangements are no longer required; or

- ii) The BID Company is unable due to any cause beyond its control to provide works and services which are necessary for the BID to continue;
- iii) Unless and until it has served a written 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

11.7 Upon termination of the BID Arrangements the BID Company shall notify the Council of such termination in accordance with Regulation 18(5) and the Council shall notify the BID levy payers pursuant to Regulation 18(6) together with confirmation as to whether any part of the BID Levy is to be repaid to BID levy payers in accordance with Clause 11.4

11.8 For the avoidance of doubt in the event of the BID Arrangements terminating for whatever reason no new liabilities or obligations will accrue to either party thereafter

## **12 Confidentiality**

12.1 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 BID Arrangements.

### **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 the City Solicitor of the Council at its address specified above; or

13.2.2 Delivery to the Chair of the BID Company at its address specified above and by;

13.2.3 Registered or recorded delivery post.

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 4 of the Act 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 Plan 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**

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 statutes bye laws statutory instruments orders and regulations in the exercise of its functions as a local authority.

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

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



## **17. Dispute Resolution**

17.1 The parties shall attempt in good faith to negotiate a settlement to any dispute (a "Dispute") between them arising out of or in connection with the Agreement within ten (10) working days of either party informing the other of the Dispute

17.2 In the event that the Dispute cannot be resolved within ten (10) working days of notification being provided in accordance with clause 17.1 the parties shall escalate the Dispute to the Chair of the BID Company and the Service Director for Regeneration at the Council

17.3 If the Dispute cannot be resolved by the parties pursuant to clauses 17.1 and 17.2 within twenty (20) working days of notification being provided in accordance with clause 17.1 the Dispute shall be referred to mediation pursuant to the procedure set out in clause 17.4 unless:

17.3.1 The Council considers that the Dispute is not suitable for resolution by mediation; or

17.3.2 The BID Company does not agree to mediation;

In which case the provisions of 17.4.4 will apply

17.4 The procedure for mediation and consequential provisions relating to mediation are as follows:

17.4.1 a neutral advisor or mediator ("the Mediator") shall be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within ten (10) working days after a request by one party to the other or if the Mediator agreed upon is unable or unwilling to act, either

party shall within ten (10) working days from the date of the proposal to appoint a Mediator or within ten (10) working days of notice to either party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution ("CEDR") to appoint a Mediator.

17.4.2 Unless otherwise agreed, all negotiations connected with the Dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.

17.4.3 If the parties reach agreement on the resolution of the Dispute, the agreement shall be reduced to writing and shall be binding on the parties once it is executed by their duly authorised representatives.

17.4.4 If:

(a) the parties fail to reach agreement in the negotiations within sixty (60) working days of the Mediator being appointed, or such longer period as may be agreed by the parties; or

(b) The provisions of clauses 17.3.1 or 17.3.2 apply then the dispute between the parties may be referred to the courts.

17.4.5 The performance of the Agreement shall not be suspended, cease or be delayed by the application of the procedures set out in this clause 17 and both parties shall comply fully with the requirements of the Agreement at all times.

**APPENDIX 1**  
**The BID Levy Rules**

The commencement date of the BID Agreement will be 4<sup>th</sup> January 2016 and will apply for a period of 5 years thereafter unless terminated in accordance with Clause 11.

General

- 1.0 In accordance with the Non-Domestic Rating (Collection and Enforcement) (Local Lists) Regulations 1989 (S.I. 1989/1058) as amended and the Non-Domestic Rating (Collection and Enforcement) (Miscellaneous Provisions) Regulations 1989 (S.I. 1989/1060) as amended, the Business Improvement Districts (England) Regulations 2004 (S.I. 2004/2443) and the Act the Council will be responsible for the imposition, administration, collection and recovery of the BID Levy
- 1.1 The BID levy will be charged on all Hereditaments listed in the local Non-Domestic Rating List located within the BID Area entered into the local rating list except where described as: Advertising rights, ATMS's, Car Parks and Communications Stations
- 1.2 The liable person to pay the BID levy is the ratepayer liable for non-domestic rates in respect of the Hereditament. The chargeable period will be the BID Term as defined in this Agreement.
- 1.3 The Act enables the local authority to issue a Demand Notice for a BID levy. The BID levy is collected by the Council and is accounted for in the BID Revenue Account specifically set up by the Council.

- 1.4 The BID levy rate will be charged at 1.5% of the rateable value of the premises, as effective on 5th October 2015 for the full term of the BID (using the local rating list published 1<sup>st</sup> September 2015 and where no entry exists on that list the subsequent list shall be used in its place) and will not be subject to inflation or alterations.
- 1.5 Businesses that already pay a service charge for some elements that would be covered by the BID e.g. within the Airedale Shopping Centre will be charged at 1%. Businesses within the shopping centre, that already pay a service charge but that have a door that faces onto the street will be charged 1.25% as this factor introduces more “on-street” issues. This makes them more similar to circumstances affecting other trade within the town.
- 1.6 The BID levy will be applied to all businesses within the defined area with a rateable value exceeding £6,000, provided they are listed on the National Non-Domestic Rates list as provided by Bradford Council. Any charity receiving 100% business rate reduction will also be exempt from paying the levy
- 1.7 Vacant properties, undergoing refurbishment or being demolished will be liable to pay the BID levy by the property owner or registered business ratepayer.
- 1.8 The levy will apply to charity shops.
- 1.9 Bradford Council will be liable to pay the BID levy on it’s properties.
- 1.10 VAT will not be charged on the BID levy.

New properties, deletions and changes in rateable value

- 2.0 Any new premises or new streets in the BID area raised after the BID is in force will be liable to pay a BID levy based on any new rateable value as shown in the 2015 local rating List. If the said Hereditament is raised under the 2015 list this rateable value will be used in the calculation. However, if the said Hereditament is raised only under the subsequent list the rateable value in that list will be used instead. The BID levy will be calculated on the basis of a chargeable period liability at the next yearly charging period rating list.
- 2.1 Where a Hereditament is split or merged the BID levy should be made on the revised entries shown in the 2015 local rating list. If the said Hereditament is split or merged under the 2015 list those rateable values will be used in the calculation. However, if the said Hereditament is split or merged only under the subsequent list those rateable values in that list will be used instead. The BID levy will be calculated on the basis of a chargeable period liability at the next yearly charging period rating list
- 2.2 There will be no adjustments to the BID levy during the BID term for changes in rateable value. For the avoidance of doubt this includes any subsequent increases or reductions in rateable values entered in the local rating list with an effective date prior to or after the 1<sup>st</sup> September 2015 respectively.
- 2.3 If a business' rateable value rises above £6,000 per annum, the business will be liable to pay the levy from the next year's charging period after the date the rise appears on the rating list.
- 2.4 Equally if a business rateable value falls below £6,000 or the business is removed from the rating list, then the levy will cease to be payable from the next year's charging period when the business disappears from the list.

### Reliefs and Exemptions

- 3.0 The BID levy will not be affected by small business rate relief scheme, exemption relief or discount periods in the non-domestic rate regulations 1989 made under the Local government Finance act 1988.
- 3.1 There is no distinction to be made between occupied or unoccupied Hereditaments. Both occupancy statuses will attract the full BID levy.
- 3.2 Hereditaments where the BID levy payer would be in receipt of either mandatory or discretionary rate relief in respect of their non-domestic rate liability shall not be entitled to the same level of relief from any BID levy.
- 3.3 The following classes of ratepayer will be exempt from the BID levy:
- (i) Hereditaments which are entered into the local rating list where the rateable value is less than £6,000 as at the 1<sup>st</sup> September 2015
  - (ii) Hereditaments where the occupier is a charity in receipt of 100% relief.
- 3.4 This will apply to all businesses regardless of any temporary business rate subsidy in place.

### Billing and Enforcement

- 4.0 The BID levy is a 'chargeable day' rate based on rateable value that imposes the full year levy charge on the incumbent on a fixed day of the year and then makes no refunds within the year as a result of any changes. It is to be paid in full in advance the payment date being first day of the relevant Financial Year or within 14 days of a Demand Notice being

served or as otherwise agreed in writing by the Council. For the purposes of the BID, a Financial Year is either:

- 4.1 A period 365 days (366 in a leap year); or
- 4.2 The period commencing on the BID commencement date until December;  
or
- 4.3 The period commencing November until the end of the BID term inclusive commencing and ending on the first and last days of the relevant Financial Year.
- 4.4 The BID levy for each individual ratepayer is to be calculated by multiplying the rateable value of the applicable Hereditament by the percentage referred to in paragraph 2 above and apportioned accordingly.
- 4.5 The non-payment of the BID levy will be vigorously pursued via all available enforcement options. This will include: the preparation, issuing and serving of summonses; the use of enforcement agents; committal action and insolvency. All of these actions may incur additional costs for which the BID levy payer will be liable.

