

BASELINE AGREEMENT FOR THE PROVISION OF STANDARD SERVICES

Dated xxxxxx

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM
(the "Council")**

And

**STRATFORD BUSINESS IMPROVEMENT DISTRICT
(the "BID Company")**

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Baseline Agreement for the Provision of Standard Services

Dated xxxxxx 2014

Between

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM** (the “Council”) of Newham Dockside, 1000 Dockside Road, London, E16 2QU; and
- (2) **STRATFORD BUSINESS IMPROVEMENT DISTRICT** (the “BID Company”) registered as a company limited by guarantee in England with company number (DETAILS TO BE INSERTED).

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 Business Plan
- C The purpose of this Deed of Agreement is to set out for the avoidance of doubt
 - i) the Standard Services provided by the Council within the BID area
 - ii) the benchmark levels against which the provision of the Standard Services will be measured so as to ensure that whenever the BID Company wishes to provide any additional/complementary services these services are not services which the Council should be providing pursuant to their existing statutory duties and
 - iii) the mechanism for the continued monitoring and review of the Standard Services.

It is agreed:

1 Definitions

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

Baseline Agreement sets out for the avoidance of doubt

- i) the Standard Services provided by the Council within the BID area
- ii) the benchmark levels against which the provision of the Standard Services will be measured so as to ensure that whenever the BID Company wishes to provide any additional/complementary services these services are not services which the Council should be providing pursuant to their existing statutory duties and
- iii) the mechanism for the continued monitoring and review of the Standard Services.

BID means the Business Improvement District which is managed and operated by the BID Company and has the meaning given in the Regulations

BID Area means that area within which the BID operates as shown in Schedule 1

BID Arrangements has the meaning given by section 41 of the Local Government Act 2003

BID Business Plan means the plan voted for by the BID Levy Payers which sets out the objectives of the BID.

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

BID Levy Payers means the non-domestic rate payers liable for paying the BID Levy

BID Proposal means the plan voted for by the BID Levy Payers in a ballot which sets out the objectives of the BID and identifies the various projects which will be undertaken using funds raised by the BID Levy and/or Voluntary Contributions to achieve those objectives and 'Renewal Proposals' has the same meaning save that 'ballot' shall be replaced with 'renewal ballot' and 'Alteration Proposals' has the same meaning save that 'ballot' shall be replaced with 'alteration ballot'

BID Term means 1st April 2015 to 31st March 2020.

Complementary Service(s) means those services secured or procured by the BID Company from the Council or other third party provider (if any) in addition to the Standard Services. Details of the initial Complementary Services are listed in Schedule 3 (if any)

Complementary Services Agreement(s) means an agreement (in addition to this Agreement unless specified in Schedule 3) entered into between the Council and the BID Company or such further agreements as may be entered into by the BID Company for the provision of services within the BID Area which are complementary to the Standard Services

Complementary Service Provider means the provider of a Complementary Service

Designated Officer means the Council officer appointed by the Services Review Panel to liaise directly with the BID on issues relating to the performance of same Officer's Department in respect of the Standard and Complementary services

Financial Year means the financial year for the BID Company which runs from 1st April to 31st March

Operating Agreement means the agreement entered into on **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) identifies the Standard Service to which the notice relates;
- (b) states how the Standard Service is not being provided in accordance with this Agreement; and
- (c) requests that the Council liaise directly with the provider or contractor responsible for carrying out the Standard Service as soon as practicable for the purposes of securing compliance with this Agreement.

Protocols means the informal procedures to be agreed by the Council and the BID Company the purpose of which is to assist in the provision of the Standard Services

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)

Services Review Panel means the panel whose members shall consist of an equal number of representatives from the Council [officers] and the BID Company. The working composition of Service Review Panel shall be agreed by the parties from time to time to reflect the business under consideration. All decisions taken by the Servicers Review Panel

must be taken unanimously by all the members of the Service Review Panel constituted at the time of the decision

Standard Services means the services provided by the Council within the BID Area as set out in Schedule 2

Voluntary Contribution(s) means any contributions or funds paid or made available to the BID Company which do not form part of the BID Levy.

2 Statutory Authorities

- 2.1 This Agreement is made pursuant to section 1 of the Localism Act 2011 and Part IV of the Local Government Act 2003 and Section 111 of the Local Government Act 1972 and all other enabling powers as set out particularly in The Business Improvement Districts (England) Regulations 2004.

3 Commencement

- 3.1 The terms of this Agreement shall take effect upon the date of this Agreement.
- 3.2 This Agreement shall determine and cease to be of any further effect in the event that:
- (a) the BID Company fails to secure approval of the Proposals, Renewal Proposals or Alteration Proposals in a ballot, renewal ballot, alteration ballot or rebalot;
 - (b) the Secretary of State declares void a BID ballot, renewal ballot, alteration ballot or rebalot;
 - (c) the Council exercises its veto pursuant to section 2 Local Government Act 2000 and section 51(2) of the Local Government Act 2003 and paragraph 12 of the Business Improvement District (England) Regulations 2004 and there is no successful appeal against the veto;
 - (d) the BID Term expires save where the BID Company secures approval of Renewal Proposals in a renewal ballot or Alteration Proposals in an alteration ballot or Proposals in a rebalot in which event this Agreement shall continue until the expiry of the BID Term set out in the Renewal Proposals, Alteration Proposals or the Proposals set out in the rebalot provided, in relation to Renewal Proposals and Alteration Proposals, the Council and the BID Company both consent to such continuation;
 - (e) the Council exercises its discretion to terminate the BID Arrangements in exercise of its powers under Regulation 18 of the Regulations; and
 - (f) the Council terminates this Agreement pursuant to clause 10 of this Agreement.

4 The BID Company's Obligations

- 4.1 The BID Company agrees that it will provide the Council with any information the Council may reasonably require in relation to the carrying out of the Complementary Services.

- 4.2 In the event that the BID Company intends to change the Complementary Services the BID Company shall serve notice on the Council for the purposes of arranging a meeting of the Services Review Panel and at such a meeting the BID Company shall consult with the Council in respect of the intended change to the Complementary Services.

5 The Council's Obligations

- 5.1 The Council agrees to the following:

- (a) to provide the Standard Services within the BID Area at its own cost for the duration of the BID term; and
- (b) will not to use the BID Levy at any time to either fund or procure the Standard Services.

- 5.2 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 it being statutorily barred from doing so in respect of any of those Standard Services set out in Schedule 2 or it does not have sufficient funds to secure the provision of any of those Standard Services set out in Schedule 2 as a result of budgetary review or otherwise it shall confirm the following to 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) confirm the date upon which the Council will cease to operate the identified Standard Service.

- 5.3 The Council may provide different Standard Services, delayed Standard Services or no Standard Services in the event that it is not reasonably practicable to provide the Standard Services by reason of the following:

- (a) adverse weather conditions in the BID Area;
- (b) an excessive number of pedestrians in the BID Area which would impede or inhibit the carrying out of the Standard Services;
- (c) restrictions by the Police as to the persons and/or number of persons permitted access in the BID Area;
- (d) a traffic accident or major spillage in the BID Area;

- (e) marches, parades, film and theatre premieres, festivals and visits by VIPs in or affecting the BID Area where such activities directly impede or inhibit the Standard Services from being provided;
- (f) any other reason in the BID Area or affecting the BID Area beyond the control of the Council
- (g) neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either Party may terminate this Agreement by written notice to the other Party.

provided always that the Council shall first and, if possible, provide the BID Company with reasonable notice in the event that the Council intends to provide different Standard Services, delayed Standard Services or no Standard Services as a result of any of the reasons mentioned in this clause and the Council shall, if possible, endeavour to recommence the Standard Service as soon as reasonably practicable to the same standard as it was immediately before the change.

- 5.4 To use reasonable endeavours to liaise with and (where practicable) put in place such partnering arrangements (of a formal or informal nature) with the Complementary Service Provider where the Complementary Services are complementary to or are of a similar nature to the Standard Services and to liaise with the Complementary Service Provider (where appropriate) as part of the Services Review Panel activities
- 5.5 To receive such recommendations in the carrying out or provision of the Standard Services as may be made by the Services Review Panel
- 5.6 3 months prior to conducting a review/reletting of a contract relating to the Standard Services to notify the BID Company and the Services Review panel informing them of the timescales for carrying out the review/reletting and to update Schedule 2 with new details within 4 weeks of these being notified to the Services Review Panel
- 5.7 Pursuant to clauses 5.5 and 5.6 above to review the provision of the Standard Services as part of the Services Review Panel process (including any recommendations received from the Services review Panel) and where considered appropriate and agreed with the BID Company to update Schedule 2
- 5.8 Not to remove or change any contractor(s) responsible for providing the Standard Services

without first serving no less than 3 months' written notice on the BID Company confirming:

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

5.9 In the event that the Council intends to change the Standard Services significantly and permanently the Council shall consult with the BID Company no less than 3 months prior to that change, if possible, and such notice shall include:

- (a) a description of the part or parts of the Standard Services the Council intends to change;
- (b) a detailed explanation of why the Council intends to change such Standard Services;
- (c) the date on which the Council intends to change the Standard Services.

6 Performance Notice

6.1 Upon receipt of a Performance Notice from the BID Company the designated officer shall inform the contractor or provider of the Standard Services of the lapse, carry out a review of the performance and the carrying out of the Standard Services by the contractor or provider of the Standard Services and to use their best endeavours to secure the improvement of the Standard Services from such contractor or provider. The Designated Officer in each case shall consult with the BID Company on the action plan arising from such review to secure such improvements, if possible, and keep the BID Company informed of the Council's actions and progress in carrying out the action plan.

7 Licence

7.1 The Council hereby grants licence to the BID Company, its agents or Complementary Service Provider to enter onto into or upon any land within the Council's Ownership or the highway for the purposes of the BID Company its agents or Complementary Service Provider carrying out any function or service required or secured (or any ancillary function) for the operation of the BID provided that the Council shall be permitted to withdraw such licence in the event that in its reasonable opinion the BID Company, its agents or Complementary Service Provider act in such a manner which either contravenes health and safety requirements, or seriously damages Council property, severely prejudices the manner in which the Council can carry out its usual public services or where, in the Council's reasonable opinion, it is necessary to withdraw such licence in order to safeguard the health and safety of persons in or around the BID Area or part of the BID Area.

8 Monitoring and Review

- 8.1 The Council and the BID Company shall set up the Services Review Panel within 28 (twenty-eight) days from the date of this Agreement the purpose of which shall be to:
- (a) review and monitor the carrying out of the Standard Services
 - (b) make any recommendations required pursuant to clause 5 to the Council and the BID Company
 - (c) where appropriate, review and monitor the provision of the Complementary Services and make such recommendations to the BID Company as are appropriate;
 - (d) 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 and to make recommendations to the Council including recommendations for an improvement in performance in the carrying out of the Standard Services and recommendations for the carrying out of the Standard Services in a manner that facilitates the carrying out of Complementary Services, and to identify the need for any alteration to the Standard Services.
- 8.2 Within 28 (twenty-eight) days from the date of this Agreement the parties shall agree the dates when there will be meetings of the Services Review Panel and there shall be at least two such meetings in each Financial Year (throughout the duration of the BID Term) and on all other occasions further meetings of the Services Review Panel shall be arranged by the service of written notice by either party on the other, such notice to be provided no less than 28 (twenty-eight) days prior to the date of the proposed meeting (or less if otherwise agreed or in cases of emergency) and provided further that such meetings can be dispensed with altogether upon the written agreement of the parties.
- 8.3 The Services Review Panel will identify the need for any improvement or alteration to the Standard Services. The Council will in any case formally respond to recommendations from the Service Review Panel within the standard response times, giving reasons for any decision not to implement recommendations in part or in full.

9 Joint Obligations

- 9.1 Both the Council and the BID Company agree:

- (a) for the purposes only of monitoring the Standard Services and the Complementary Services to review and take account of any representations or recommendations made to them by the Services Review Panel and take such action as may be appropriate;
- (b) to agree appropriate Protocols as may be required in order to assist the carrying out or provision of the Standard Services (and thereafter to review them annually);
- (c) to operate the Standard Services in accordance with such agreed Protocols.

10 Termination

10.1 The Council may terminate this Agreement:

- (a) in the same circumstances in which it may terminate the BID Arrangements under Regulation 18 of the Regulations;
- (b) in the event that the BID Company commits a serious and irremediable breach of this Agreement; or
- (c) in the event that the Council terminates the Operating Agreement.

11 Confidentiality

11.1 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.

12 Notices

12.1 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 upon 7 (seven) days' notice in writing.

- 12.2 A Notice may be served by registered or recorded delivery post and:
- (a) delivered to the Executive Director of Strategic Commissioning at above ;
 - (b) delivered to the BID Director of Operations at the BID Company's office address currently at 11 Burford Rd, London E15 2ST
 - (c) or by electronic communication (provided that it is in legible form and is capable of being used for subsequent reference) to such addresses
- 12.3 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.

13 Miscellaneous

- 13.1 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
- 13.2 The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed
- 13.3 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
- 13.4 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
- 13.5 References to the Council include any successors to its functions as local authority
- 13.6 References to statutes, bye laws, regulations, orders, delegated legislation shall include any such instrument re-enacting or made pursuant to the same power

14 Exercise of the Council's Powers

- 14.1 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

15 Contracts (Rights of Third Parties)

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

16 Arbitration

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

- (a) any dispute or difference of any kind whatsoever arising between the parties hereto out of or in connection with this Agreement shall be referred to arbitration before a single arbitrator;
- (b) 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;
- (c) 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.

16.2 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.

16.3 The award shall be in writing signed by the Tribunal.

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

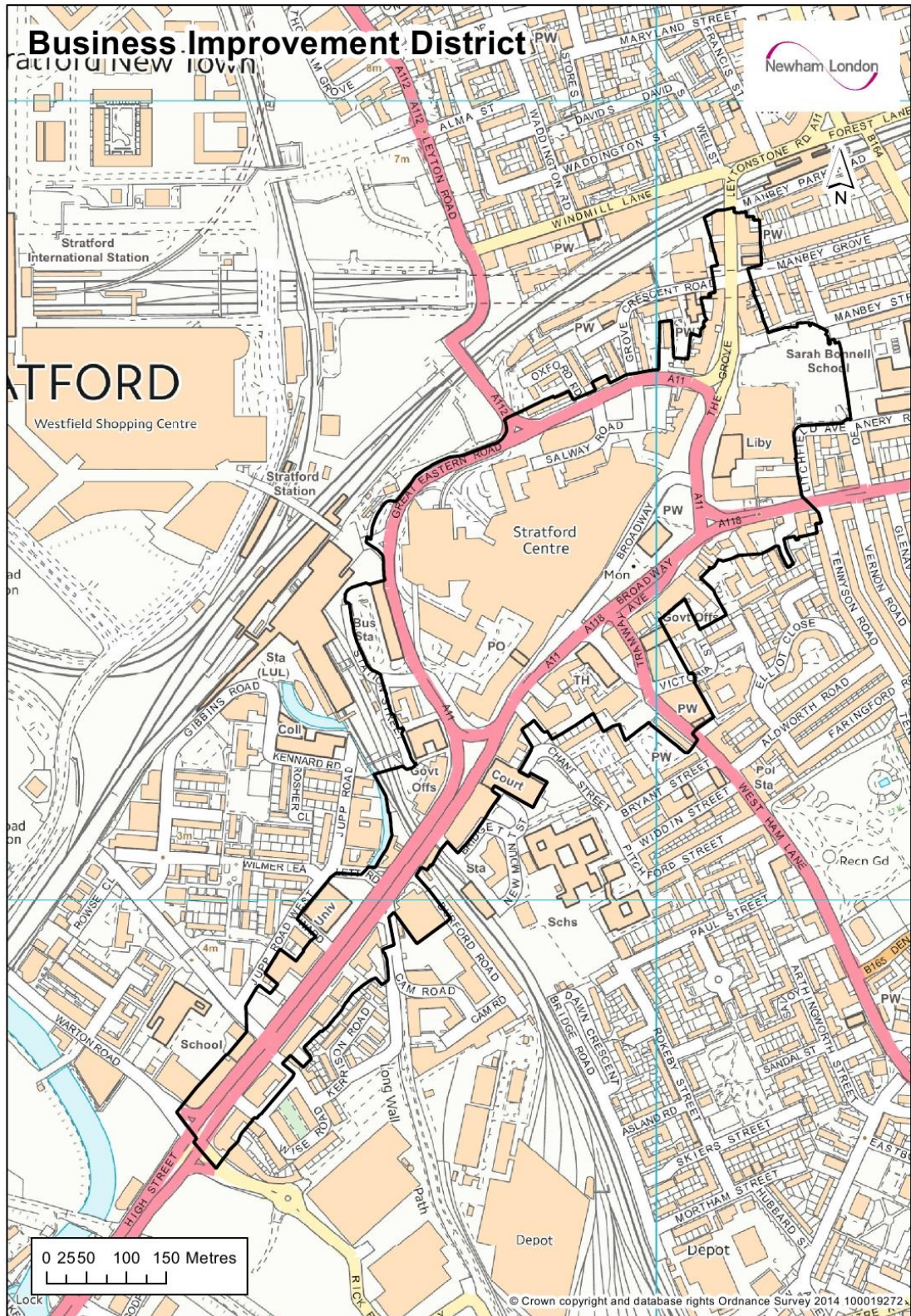
Executed as a Deed by affixing
the Common Seal of the Mayor &
Burgesses of the London
Borough of Newham in the
presence of

Authorised Officer

The Common Seal of STRATFORD BUSINESS IMPROVEMENT DISTRICT
was hereunto affixed in the presence of:)

Authorised Signatory

Schedule 1 – BID Area Map



Schedule 2 The Standard Services

These schedules set out the detail of the 'Standard Services' as referenced in the London Borough of Newham Agreement with the Stratford BID:

The Standard Services

These schedules set out the detail of the 'Standard Services' as referenced in the LB Newham Baseline Agreement with the Stratford BID:

Street Sweeping

A map showing the BID for Stratford identifies the area covered. This covers

The Grove	Medium Intensity
Theatre Square	Medium Intensity
Great Eastern Road (part of)	Medium Intensity
The Broadway	High Intensity
High Street Stratford (down to Rick Roberts Way)	Medium Intensity
West Ham Lane	Medium Intensity
Service Routes to Stratford Shopping Centre	Low Intensity

Grades of Cleanliness

Grade A: No litter or refuse

Grade B: Predominately free of litter and refuse apart from some small items

Grade C: Widespread distribution of litter and/or refuse with minor accumulations

Grade D: Heavily affected by litter and/or refuse with significant accumulations

Grade A: No detritus

Grade B: Predominately free of detritus except for some light scattering

Grade C: Widespread distribution of detritus with minor accumulations

Grade D: Heavily affected by detritus with significant accumulations

All roads to be **Grade A** standard on completion of each scheduled cleansing operation. Where the grade falls below a B- grade between cleansing operations, the Council will bring this back to grade A within the timescales set out below.

<u>High Intensity (Town Centre) Roads:</u>	Grade D	1 hour
	Grade B/C	3 hours
<u>Medium Intensity Roads:</u>	Grade D	3 hours
	Grade B/C	6 hours
<u>Low Intensity Roads:</u>	Grade D	6 hours
	Grade B/C	24 hours

Litter Bins

Litter bins are serviced between 6am – 10pm Monday-Sunday

Response timescales from over-filled bins being reported to LB Newham are as follows:

Town Centre & Medium Intensity Roads: 3 hours

Low Intensity Roads: 6 hours

Graffiti removal

The Council removes graffiti as follows:

Racist or offensive graffiti: within 24 hours

All other Graffiti within 48 hours

Graffiti found on business premises will be the responsibility of the owner occupier to remove.

The Council provides a graffiti removal service for businesses. This service applies to graffiti on premises that are accessible to the public and where the graffiti can be reached easily.

Gully Flushing

Gullies are flushed once a year on a rolling schedule. However, if a gully becomes blocked and stops functioning at any point within the annual period the site will be inspected and the gully flushed if necessary.

Leaf Removal

For general leaf removal, the Council relies on the services of the street sweepers.

At periods requiring intensive leaf removal (for 10 weeks of the year), extra resources will be brought in to assist the sweepers. This resource will be apportioned to the BID area on an 'as-required' basis.

Fly-tipping

Response timescale for reported incidents of fly-tipping is 24hrs.

Fly-posting

The Council removes fly posting from public property within 48hrs. This also includes tied-on fly-posting.

Schedule 3 The Complementary Services (if any)