

DATED

19 January 2023

BID LEVY OPERATING AGREEMENT

between

CAMBRIDGE CITY COUNCIL

- and -

CAMBRIDGE BID LIMITED

THIS AGREEMENT is made the 19th January 2023

BETWEEN:

- (1) **CAMBRIDGE CITY COUNCIL** of The Guildhall, Market Square, Cambridge CB2 3QJ ("the **Council**")

and
- (2) **CAMBRIDGE BID LIMITED** (company number: 08329791) of Dashwood House, 185 East Road, Cambridge CB1 1BG ("the **BID Company**")

RECITALS

- (A) The BID Company has been incorporated to manage and operate the Business Improvement District within Cambridge approved pursuant to the Business Improvement Districts (England) Regulations 2004
- (B) 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 Local Authority and the funding of the BID Arrangements.
- (C) Both parties wish to confirm the arrangements by which the BID Levy shall be collected and enforced together with general arrangements as to the relationship to be established between the Council and the BID Company for the duration of the BID.

IT IS HERBY AGREED as follows:

1. DEFINITIONS

Alteration BID Proposals means the proposals for the BID Arrangements in an alteration ballot;

Appeal Notice means a notice to be served by the BID Company in accordance with clause 7.8;

Ballot Result Date means the date upon which a successful BID Ballot result is declared in accordance with paragraph 17 of Schedule 2 of the Regulations;

BID means the Business Improvement District which operates within Cambridge City Centre and which is managed and operated by the BID Company;

BID Area means the area of Cambridge specified in the BID Proposal;

BID Arrangements means those arrangements to be put in place pursuant to the Regulations for the operation of the BID set out in the BID Proposal;

BID Ballot means any BID ballot, renewal ballot, alteration ballot or re-ballot of the non-domestic ratepayers in the BID Area who are to be liable for the proposed BID Levy;

BID Board means the board of directors of the BID Company;

BID Company Annual Report means a report for each Financial Year to be prepared by the company which details the following:

- a) The total income and expenditure of the BID Levy;
- b) Other income and expenditure not being the BID Levy;

- c) The various initiatives and schemes upon which the BID Levy has been expended.

BID Term means the period of five years commencing 1st April 2023

BID Levy means the charge to be levied and collected from BID Levy Payers within the BID Area pursuant to the Regulations but not including costs awards relating to the issuing of court summons, liability orders other proceedings or further enforcement action;

BID Levy Payer(s) means the non-domestic rate payer(s) responsible for paying the BID Levy;

BID Levy Guidelines means the guidelines determined by the BID Board based on the BID Proposal as set out in Schedule 1 hereto and as amended from time to time, which sets out how the BID Levy will be calculated, details of Exempt or Discounted Properties and other requirements relating to the BID Levy;

BID Levy Period means the calendar year from 1st April to 31st March, during each year of the BID Term

BID Proposal means the proposal for the BID Arrangements;

BID Revenue Account means the account, detailed in clause 5, to be set up in accordance with Regulation 14 and operated in accordance with Schedule 3 of the Regulations;

BID Term means the BID Term and any further term under Alteration BID Proposals or subsequent Renewal BID Proposals, which are approved by a BID Ballot;

Chargeable Day means 1st April in each year

Commencement Date means 1st April 2023

Council Annual Report means a confidential report prepared by the Council for each Financial Year which details the following:

- a) The cash collection outturn statement which includes the total amount of BID Levy collected during the relevant Financial Year and the amount paid to the BID;
- b) Details of the percentage collection rate of the BID Levy; and
- c) Details of those BID Levy Payers who have paid the BID Levy and those who have not paid the BID Levy;

Demand Notice means the demand notice required to be served by paragraph 2 of Schedule 4 of the Regulations and including:

- (a) the revenue from the BID levy the billing authority was due to receive in the previous year; (b) the amount spent on the BID arrangements in the previous year; (c) a description of the matters on which it was spent; and (d) a description of the matters on which it is intended to spend the revenue from the BID levy in the financial year.

Electronic Communications means a communication transmitted (whether from one person to another, from one device to another or from a person to a device or vice versa):

- a) by means of a telecommunication system (within the meaning of the Telecommunications Act 1984); or
- b) by other means but while in electronic form;

Enforcement Notice means a notice to be served by the Council as specified in Clause 7.7;

Enforcement Exceptions means the circumstances in which the Council shall not be required to seek to enforce payment of the BID Levy where a BID Levy payer has failed to make payment pursuant to a Demand Notice;

Exempt or Discounted Properties means those class or classes of properties as identified in the BID Levy Guidelines which shall be exempt either from any requirement to pay the BID Levy or are permitted a discount on the BID Levy;

Financial Year means the financial year in respect of the BID which runs from 1st April to 31st March

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

Liability Order means an order obtained from the Magistrates Court;

Local Authority means Cambridge City Council;

Monitoring Group means a group established to monitor the performance of the BID Levy collection. The group will consist of a representative from the BID Company and a representative from the Council;

NNDR means National Non Domestic Rates;

Rateable Value means the value of the dwelling for Non Domestic Rates in accordance with the Non-Domestic Rating (Collection and Enforcement) (Local Lists) Regulations 1989 (S.I. 1989/1058) and the Non-Domestic Rating (Collection and Enforcement) (Miscellaneous Provisions) Regulations 1989 (S.I. 1989/1060) and subsequent enactments;

Reconciliation Report means a report provided by the Council detailing BID Levy payments received by the Council during the period of the report;

Renewal BID Proposals means the proposals for the BID Arrangements in a renewal ballot;

Regulations means the Business Improvement Districts (England) Regulations 2004 and such amendments made by the Secretary of State pursuant to Section 48 of the Local Government Act 2003 (from time to time) referred to at clause 2.1 of this Agreement;

Reminder Notice means the notice to be served on a BID Levy payer in respect of an unpaid BID Levy in accordance with clause 7.2;

2. STATUTORY AUTHORITIES

- 2.1 This Agreement is made pursuant to the Local Government Act 2003 (“the Act”), Part 4 - Business Improvement Districts and any other regulations issued under it and or any subsequent regulations or enactment or consolidation of the Act or the Regulations.

3. COMMENCEMENT

- 3.1 This Agreement shall take effect on the Commencement Date and in any event shall determine and cease to be of any further effect save for any outstanding liabilities in the event that:

3.1.1 the BID Company fails to secure approval of the BID Proposals at a BID Ballot;

3.1.2 the Secretary of State declares a BID Ballot void;

- 3.1.3 the Council exercises its veto (pursuant to section 51 of the Act) in respect of any BID Ballot and there is no successful appeal against the veto;
- 3.1.4 the BID Term expires save where the BID Company (a) secures approval of new BID Proposals or Alteration BID Proposals in a BID Ballot and (b) consents to the continuation of this Agreement in which event this Agreement shall continue until the expiry of the revised BID term as set out in the new BID Proposals or Alteration BID Proposals. For the avoidance of doubt, in relation to new BID Proposals and Alteration BID Proposals the Council consents to such continuation;
- 3.1.5 the Council properly exercises its discretion to terminate the BID Arrangements in exercise of powers under regulation 18 of the Regulations; or
- 3.1.6 the Regulations, provisions of the Act, or any other legislation in force at the time of this Agreement are amended or superseded to the extent that this permits or requires the BID Company to use a collection agency other than the Council and the BID Company elects to give notice to the Council of termination of this Agreement..

4. SETTING THE BID LEVY

- 4.1 As soon as possible following completion of this Agreement and following any later Ballot Result Date and in any event 14 (fourteen) days before any bills are issued, the Council shall:
 - 4.1.1 calculate the BID Levy for each BID Levy Payer in accordance with the BID Levy Guidelines; and
 - 4.1.2 confirm in writing to the BID Company the BID Levy payable by each BID Levy payer.
- 4.2 Upon receipt of the information contained at clause 4.1.2, the BID Company may notify the Council of any corrections or variations that may be required.

5. THE BID REVENUE ACCOUNT

- 5.1. As soon as is reasonably practicable following the Commencement Date the Council shall establish and maintain a BID Revenue Account in accordance with the Regulations and the current accounting codes of practice in force from time to time and provide written confirmation to the BID Company of the same.
- 5.2. As soon as reasonably practicable following the Commencement Date the BID Company shall provide the Council with details of its bank account into which the BID Levy shall be transferred from the BID Revenue Account and any other details which the Council may reasonably require.
- 5.3 The Council shall provide the BID Company with monthly BID Levy payment Reconciliation Reports, as is required by the BID Company.
- 5.4 On a monthly basis the Council shall issue a statement showing the total amount collected and what monies are still outstanding. Upon receipt of an appropriate invoice for the monies shown in this statement and no later than 25 (twenty-five) working days after the end of each month, the Council will pay to the BID Company a sum equal to the monies collected in the preceding month and properly credited to the BID Revenue Account.
- 5.5 No later than one calendar month after the BID year end on 31st March for each year of the BID Term, the Council will pay to the BID Company the balance of monies due following a reconciliation of the BID Levy payments for the BID year.

- 5.6 By the 15th of April in each new BID year (or the next working day thereafter) the Council shall make a payment on account to the BID Company of up to £150,000 in respect of monies paid to date that pertain to the new BID year.
- 5.7 All sums will be subject to Value Added Tax (VAT) where applicable under VAT legislation and regulations in force at the time.
- 5.8 The BID Company and the Council as appropriate will issue VAT receipts, where applicable under VAT legislation and regulations in force at the time, for monies received within 10 working days of receipt of the monies.

6. BID LEVY COLLECTION

- 6.1 The Council will be responsible for the billing, collecting and enforcing the BID Levy in consideration for which the BID Company will pay to the Council:
- 6.1.1 a levy collection fee of £20 per chargeable hereditament per annum, to be reviewed annually; and
- 6.1.2 an additional £2,500 per annum for the annual software support and maintenance costs;
- both of which are payable within 45 days of receipt of an approved invoice dated no earlier than the Chargeable Day in each year of the BID term
- 6.2 As soon as reasonably practicable following the Commencement Date and following any later Ballot Result Date and in each year of the BID term the Council shall confirm in writing to the BID Company of the anticipated date of the despatch of Demand Notices.
- 6.3 The Council shall serve an annual Demand Notice, subject to any corrections or variations pursuant to clause 4.2, on each BID Levy Payer as soon as practical before each Chargeable Day throughout the BID Term.
- 6.4 Prior to each Chargeable Day, the Council shall provide the BID Company with details of each Demand Notice served in the form of a PDF together with a spreadsheet including account reference, liable party, billing and property address, property reference, rateable value and net charge. The Council shall maintain a record of those BID Levy Payers who have paid the BID Levy and those BID Levy Payers who have not paid the BID Levy and shall make the details available to BID Company upon its reasonable request.
- 6.5 The Council shall use all reasonable steps for collecting the BID Levy throughout the BID Term, which will be consistent with its usual procedures for collection of non-domestic rates.

7. BID LEVY ENFORCEMENT

- 7.1 Procedures for the enforcement and recovery of the BID Levy will be in line with the collection and enforcement procedure for NNDR and the Council shall comply with these enforcement procedures (where appropriate) in enforcing payment of the BID Levy against BID Levy Payers.
- 7.2 In the event that the BID Levy is not paid within 28 (twenty eight) days from the date that it becomes payable then (subject to any Enforcement Exceptions or as may otherwise be agreed between the parties) the Council shall notify the BID Company and serve a Reminder Notice on such relevant BID Levy Payer which shall:
- 7.2.1 identify the sum payable;
- 7.2.2 provide a further 14 (fourteen) days for payment to be made;

- 7.2.3 state that in the event of non-payment after this 14 (fourteen) day period then interest shall accrue daily on the outstanding amount at the rate applied by the Council to defaulting national non domestic rate payers; and
- 7.2.4 confirm that the Council will make an application for a Liability Order to recover the unpaid sum together with interests and costs.
- 7.3 If after a further 14 (fourteen) days from the payment date stated in the Reminder Notice the outstanding sum of the BID Levy has not been paid the Council shall notify the BID Company before making 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.
- 7.4 Prior to any application for a Liability Order, the Council shall liaise with the BID Company to approve any accounts that are due for a summons for non payment.
- 7.5 The Council will advise the BID Company of those debtors which it deems should be written off in line with the Council's procedures for writing off and the Council is not liable to reimburse BID Company for any such sums, including Court Costs charged to the debtor, that are written off.
- 7.6 In the event that the Council encounters a legal challenge from a BID Levy Payer or any other party and/or wishes to seek legal opinion on specific points of law in relation to the BID, it shall in the first instance inform the BID Company and agree an appropriate course of action. In the event that the BID Company chooses to defend any legal challenge or seek legal opinion the full cost of these actions will be met by the BID Company.
- 7.7 In the event that the Council fails to enforce payment of the BID Levy pursuant to this Agreement the BID Company shall be entitled to serve an Enforcement Notice on the Council requesting that:
 - 7.7.1 the Council serve a Reminder Notice; or
 - 7.7.2 in the event that the Council has already served a Reminder Notice that the Council applies for a Liability Order and the Council shall thereafter provide written confirmation of the action it shall take to comply with the Enforcement Notice.
- 7.8 If the Council fails to provide written confirmation of the action it is taking in relation to the Enforcement Notice within 21 (twenty one) days of the issue of the Enforcement Notice the BID Company shall be entitled to serve an Appeal Notice on the Council's Director of Finance and such notice shall:
 - 7.8.1 detail the unpaid sum;
 - 7.8.2 confirm that the Council has failed to use the enforcement mechanisms available to it under this Agreement to recover the unpaid sum; and
 - 7.8.3 include written notice requesting that a meeting of the Monitoring Group take place in order to achieve a solution and/or agree a strategy to recover the unpaid sum, such meeting to take place no later that 28 (twenty eight) days from the date of the Appeal Notice.

9. ACCOUNTING PROCEDURES

- 9.1 During the course of the BID Term the Council shall, upon request and without charge, provide the BID Company with a confidential breakdown of:
 - 9.1.1 the amount of the BID Levy for each BID Levy Payer;

- 9.1.2 the amount of the BID Levy collected for each BID Levy Payer;
 - 9.1.3 details of BID Levy Payers who have not paid the BID Levy;.
 - 9.1.4 details of Reminder Notices issued;
 - 9.1.5 any variations or special arrangements agreed beyond a one off annual levy payment;
 - 9.1.6 any other information that may reasonably be requested by the BID Company.
- 9.2. There will be at least one meeting of the Monitoring Group in each Financial Year, throughout the duration of the BID Term, and on all other occasions, further meetings of the Monitoring Group shall be arranged by the service of written notice by either party.
- 9.3 At each meeting the Monitoring Group shall only:
- 9.3.1 review the effectiveness and costs of the collection and enforcement of the BID Levy;
 - 9.3.2 if required by either party review and assess information provided by the parties; and
 - 9.3.3 make recommendations to the BID Board, as appropriate.
- 9.4 Within 2 (two) months after the end of each Financial Year (for the duration of the BID Term) the Council shall provide the Council Annual Report to the BID Company.
- 9.5 Within 1 (one) month of filing its accounts at Companies House the BID Company shall provide a BID Company Annual Report to the Council.
- 9.6 The BID Revenue Account will be subject to the normal internal & external audit arrangements of the Council. The Council will make available to the BID Company and its appointed auditors such information as requested by the BID Company and its appointed auditors that it is able to do so under legislation and regulation.

10 CONFIDENTIALITY

- 10.1 Subject to Clause 12 below, both the Council and the BID Company shall keep confidential and not divulge to any person without the prior written consent of the other party any 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 and this obligation shall survive the termination or lapse of the BID Arrangements.

11 DATA PROTECTION

- 11.1 Each party warrants to the other that it will duly observe all of its obligations under the DPA 1998 which arise in connection with this Agreement, and any information it may receive or acquire in connection with this Agreement.

12 FREEDOM OF INFORMATION

- 12.1 The BID Company acknowledges that the Local Authority are subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) and shall assist and cooperate with the Local Authority to enable the Local Authority to comply with these information disclosure requirements. Each party to bear its own costs in relation to this event.

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 upon 7 (seven) days written notice.
- 13.2 A notice may be served by:
- 13.2.1 delivery to the Responsible Finance Officer at the address of the Council specified above; or
 - 13.2.2 delivery to the chairman the BID Board at the address of the BID Company as specified above;
 - 13.2.3 registered or recorded delivery post to such addresses;
 - 13.2.4 Electronic Communication (provided that it is in legible form and is capable of being used for subsequent reference) to such addresses.
- 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 CONTRACTS (THIRD PARTY RIGHTS)

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

15 FORCE MAJEURE

- 15.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

16 DISPUTES

- 16.1. The following provisions shall apply in the event of a dispute:
- 16.1.1 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;
 - 16.1.2 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 and each party shall bear its own costs; and
 - 16.1.3 If the parties are unable to agree within 28 (twenty eight) days 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:
- 16.2.1 to prosecute any such reference expeditiously;
 - 16.2.2 to 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;

- 16.2.3 that the award shall be in writing signed by the Tribunal and shall be finalised within 21 (twenty one) days from the date of such award; and
- 16.2.4 the award shall be final and binding both on the parties and on any persons claiming through or under them.

AS WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first before written

SIGNED by
duly authorised for and on behalf of
CAMBRIDGE CITY COUNCIL

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)
)
.....
SIGNATURE

Caroline Ryba, Head of Finance
.....
NAME

SIGNED by
duly authorised for and on behalf of
CAMBRIDGE BID LIMITED

)
)
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.....
SIGNATURE

Ian Sandison CEO
.....
NAME

SCHEDULE 1 – The BID Rules

(a) BID Rules

The Ballot

1. The Electoral Reform Service (ERS), on behalf of Cambridge City Council will send those responsible for properties or hereditaments to be subject to the BID a ballot paper prior to 14th October 2022.
2. Each property or hereditament subject to the BID will be entitled to one vote in respect of the BID Proposal in a 28-day postal ballot which will commence on 14th October 2022, and close at 5pm on 10th November 2022. Ballot papers received after 5pm on that date will not be counted. The result of the ballot is due to be announced on the following day.
3. In order for the proposal to be successful at ballot the result will need to meet, as a minimum, two independent criteria which are: (a) of those ballots returned by the close, those voting in favour of the renewal proposal must exceed those voting against it, and (b) of those ballot papers returned by the close, the total rateable value of those properties or hereditaments which vote in favour, must exceed the total of those voting against.
4. If successful at ballot, the BID will commence delivery of services in April 2023 and will continue for a period of 5 years to March 2028.

The Levy

1. The levy rate to be paid by each property or hereditament is to be calculated as 1.25% of its rateable value as at each ‘chargeable day’ (1st April each year). The charge will apply to all properties and hereditaments, including any that may be added to the ratings list after each ‘chargeable day’ but that would have been liable as at that date.
2. Only properties or hereditaments with a rateable value of £34,500 or more will be eligible for payment of the levy.
3. The number of properties or hereditaments liable for the levy is approximately 685.
4. From Year 2 onwards, the levy rate will be increased by the fixed rate of inflation of 3% per annum (rounded).
5. The levy will be charged annually in advance for each chargeable period to be April to March each year, starting in 2023. No refunds will be made.
6. The owners of all untenanted properties or hereditaments will be liable for payment of the levy.
7. Occupiers within Grand Arcade, Lion Yard, Grafton Centre, and Christ’s Lane that are both subject to a service charge and are occupied by retail, leisure, or hospitality (excluding hotels) businesses as at any chargeable day will pay 50% of the levy that would otherwise apply, unless they have a street-frontage in which case the amount will be 75% of the levy that would otherwise apply.
8. Charitable organisations that are subject to relief on their business rates liability will pay 50% of the levy that would otherwise apply save as for premises that are for retail, leisure, and hospitality use where no such discount will be applied.
9. Cambridge City Council will be responsible for collection of the levy. The collection charge will be £20 per hereditament and 1% of anticipated average billed levy.

Accountability and Transparency

1. The BID Body will be Cambridge BID Limited (Company Number 08329791) a not-for-profit organisation, limited by guarantee.
2. The Directors of the BID (the 'Board') shall continue to be representative of levy-paying businesses. Some Board members are elected, with others nominated to ensure suitable expertise and representation. The Board will continue to meet every two months, with responsibility for governance matters such as financial arrangements, contractual obligations, human resources, standards, performance, and compliance.
3. From time to time, the Board shall appoint a Chair, with the current Chair continuing into the new BID term.
4. The Board may form such sub-groups that from time to time become necessary, though a Finance and Governance Group will be maintained.
5. Provided that the BID is meeting its overall objectives, the Board shall have the ability to vary service delivery and expenditure allocation according to the changing demands of levy payers. However, any change to the BID boundary or to the levy rate proposals may require an Alteration Ballot.
6. The Company shall meet with the Council, as the Billing Authority, annually to monitor service delivery, levy collection and financial management issues.
7. Levy paying businesses may become Members of the BID Company.
8. The BID will file annual accounts compiled by independent accountants with Companies House. The accounts will be available to all Members of the BID Company. An annual report on activities, including finances, will be published. An Annual Meeting for Members and levy payers will be held.
9. An Operating Agreement, which includes the Council's Baseline service commitments, has been agreed with Cambridge City Council. A copy can be found at www.cambridgebid.co.uk.
10. Notification of the intention to hold a ballot was sent to the Secretary of State on 4th April 2022.

Finances

1. A cautious approach has been adopted to budgeting for the BID term.
2. A levy collection rate of 98% has been assumed.
3. The average annual levy available to be spent by the BID for the term is £1,256,100.
4. Annual surpluses act as a contingency provision on expenditure, and together with the availability of reserves, provide for an anticipated reserve of £183,210 by the end of the term. This equates to 14% of average annual expenditure.
5. The additional income provision within the budget for the renewed BID takes account of committed amounts only and totals 3% of the estimate levy to be collected.
6. Operating costs of the BID are estimated as 18% of total expenditure.
7. There are no costs relating to the development of the new BID that will need to be repaid during the term.

Definition: The term 'Renewal' means replacement of the existing BID at the end of its current term (March 2023) with new BID Arrangements, subject to the rules and arrangements described herein.

Indicative budget

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Income						
Levy	£1,185,000	£1,220,550	£1,256,100	£1,291,650	£1,327,200	£6,280,500
Additional	£32,000	£32,000	£32,000	£32,000	£32,000	£160,000
Total Income	£1,217,000	£1,252,550	£1,288,100	£1,323,650	£1,359,200	£6,440,500
Expenditure						
Welcome & Experience	£755,000	£750,000	£755,000	£786,000	£756,000	£3,802,000
Support & Connect	£295,000	£310,000	£315,000	£325,000	£330,000	£1,575,000
Management & Overheads	£219,060	£225,459	£231,858	£238,257	£244,656	£1,159,290
Total Expenditure	£1,269,060	£1,285,459	£1,301,858	£1,349,257	£1,330,656	£6,536,290
Surplus / deficit	£52,060	£32,909	£13,758	£25,607	£28,544	£95,790
Brought forward reserves	£226,940	£194,031	£180,273	£154,666	£183,210	

(b) Additional BID Levy Collection Rules

1. Subject to paragraph 2 below, the BID Levy will be charged on all Hereditaments listed in the Local Non-Domestic Rating list located within the BID Area. The person liable 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 Initial Term as defined in this agreement.
2. The Local Government Act 2003 enables the Local Authority to issue a bill for a BID Levy. The BID Levy is collected by the Council and held in a separate account for the exclusive use of the BID.
3. In accordance with the Non-Domestic Rating (Collection and Enforcement) (Local Lists) Regulations 1989 (SI 1989/1058) as amended, the Non-Domestic Rating (Collection and Enforcement) (miscellaneous Provisions) regulations 1989 (SI 1989/1060) as amended, the Business Improvement Districts (England) Regulations 2004 and the Local Government Act 2003 the Council will be responsible for the imposition, administration, collection and enforcement of the BID Levy.
4. The BID Levy is an annual charge based on the rateable value as at the 'chargeable day' (1st April annually) and shall be paid in full in advance, with no refunds due. It is due on all liable premises, whether or not they are occupied and/or untenanted. A Demand Notice will be served requiring a single, full payment to be made not less than 14 (fourteen) days after service of the notice
5. The BID Levy will be payable in one single payment. Facilities will be available to pay by debit/credit card by telephone, post or by BACS. Payment by Direct Debit will not be available. The BID Company reserves the right to withdraw payment methods during the BID Term.
6. Any new Hereditament created and entered into the local rating list after the BID is in force will be liable (subject to any exemptions and reductions as previously described) to pay the BID Levy from the previous chargeable day if they were liable for business rates at that day, if not then they will pay the BID levy from the next chargeable day.

7. The BID Levy will be calculated on the basis of the rateable value shown in either the current 2017 list or the values shown in any subsequent list following general revaluations.
8. Where a Hereditament is split and/or merged or its rateable value changes for any other reason, the BID Levy will be recalculated only from the next chargeable day. There will be no refunds due.
9. Any BID Levy that is unpaid will be vigorously pursued via all available enforcement options. This will include the preparation, issuing and service of Liability Order summonses and attendance at Magistrates Court. Additionally bailiffs may be used to recover the BID Levy and the Council would intend to engage private bailiffs under their existing contracts for the collection of Non-Domestic rate. All of these actions may incur additional costs for which the BID Levy payer will be liable.
10. Unpaid BID Levies may be pursued, with the agreement of the BID Company, by taking committal action in the Magistrates Court or by issuing winding up or bankruptcy action against BID Levy payers. Any costs, including, but not restricted to, Court Costs, Warrant Costs (including service of summons and warrants), Legal advice and representation, which are ultimately not recovered from the BID Levy Payer will be met by the BID Company.

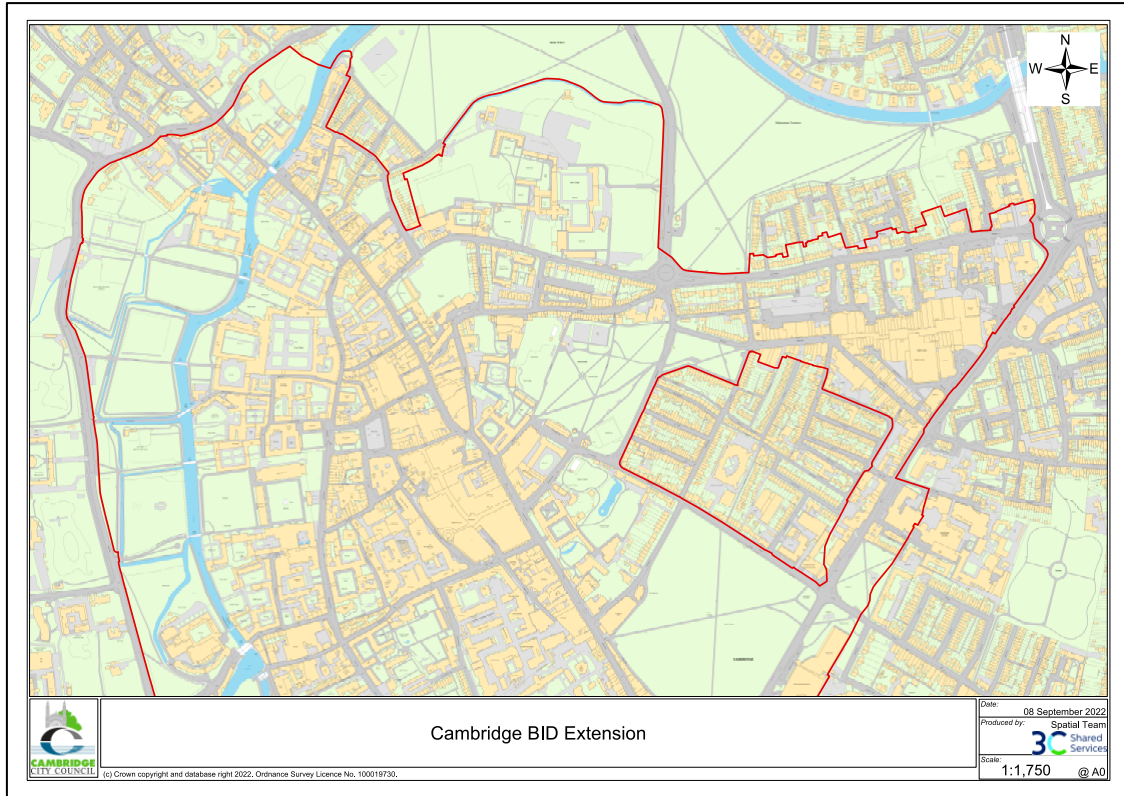
SCHEDULE 2 – Baseline Statement [June 2022]

The following baseline service statement, prepared by the Council, is correct as at the date above. The Services to be provided by the BID shall be in addition to these Council baselines. The Council shall not use the availability of BID levy to disproportionately reduce the baseline services within the BID area compared to reductions applied elsewhere:

Number of Staff	48 of whom:- 3 FTE x 9 hours x 7 days per week – litter picking in City Centre Plus Area Sweepers x 2 for 4 hours per day 7 days per week with mechanical sweepers. Plus Litter Press 2 x 11 hours per day Plus wash down @ 32 hours per month
Equipment Utilised	Barrows, Brooms, Precinct sweeper, Road Sweeper, Power washer, 2 x Flatbed trucks.
Specification	Standards as per EPA Code of Practice on Litter and Refuse as amended by Clean Neighbourhoods and Environment Act 2005 plus more frequent bin emptying.
Performance Measures	NI 195 methodology
Non - Compliance Procedure	N/A
Existing Value of Contract	Not separately identified
Work carried out in BID Boundary Area	Street Cleaning, Road Sweeping, Litter removal, Flytip removal, graffiti removal, flypost removal, Litter bin emptying, some wash down, weed control and removal.

SCHEDULE 3 – BID Area

(a) North area



(b) South area

