



Newbury BID Proposal Document

2022-2027

This Business Improvement District (BID) Proposal sets out the plan for the third five-year term of Newbury BID, the BID for Newbury Town Centre. Newbury BID represents over 500 businesses that operate within the Town Centre. These businesses will collectively invest more than £1.2m over the next 5 years into a range of projects and initiatives that will improve Newbury for the benefit of its businesses and visitors.

Newbury BID is an independent, not-for-profit organisation accountable to its businesses through the BID Board. It is one of over 330 BIDs in the UK. The BID employs a small team responsible for delivering the initiatives outlined in the Newbury BID Business Plan 2022-2027. This Business Plan was developed following consultation with businesses.

The BID will deliver services over and above those provided by councils and other service providers and focus on three key themes:

DISCOVER Newbury – Delivering a clear and effective Marketing & PR strategy to build on Newbury’s strong reputation and profile, making it easy for local, regional, national, and international visitors and businesses to discover our modern market town and what it stands for.

EXPERIENCE Newbury – Delivering events, experiences, and initiatives designed to provide local residents, visitors, and workers with a consistently first-class, welcoming, safe, and inclusive experience in Newbury.

PARTNER IN Newbury – Delivering services and initiatives designed to enable businesses to work together and to make their voices heard, collectively creating a thriving town centre for all.

In line with BID regulations, businesses within the BID area will be asked to vote in a BID ballot between 27th January 2022 and 24th February 2022. If the BID ballot is successful, a third 5-year BID term will commence on 1st June 2022, and all businesses in the BID area will continue to pay an annual levy of 1.5% of their premises’ rateable value.

Contents

- 1. Draft Operating Agreement between Newbury BID & West Berkshire Council**
- 2. Schedule 1 – BID Area**
- 3. Schedule 2 – BID Levy Rules**
- 4. Schedule 3 – Management & Governance**
- 5. Schedule 4 – Ballot Rules**
- 6. Schedule 5 – Draft Baseline Agreement & Statements between Newbury BID & West Berkshire Council**
- 7. Schedule 6 – Consultation**
- 8. Schedule 7 – Newbury BID Business Plan 2022-2027**

**Newbury Business Improvement District (BID)
Operating Agreement**

Date:

[•] 2022

OPERATING AGREEMENT

between

Newbury Business Improvement District Community Interest Company

and

West Berkshire Council

Contents Page

1	Definitions
2	Statutory Authorities
3	Commencement
4	Setting the BID Levy
5	The BID Revenue Account
6	Administrative Charges and District Auditor's Costs
7	Collecting the BID Levy
8	Procedures available to the Council for Enforcing Payment of the BID Levy
9	Enforcement Mechanisms in the Event that the Council fails to Enforce Collection of the BID Levy
10	Payment to the BID Company
11	Performance Monitoring and Reporting
12	Termination of BID Arrangements
13	Confidentiality
14	Notices
15	Miscellaneous
16	Exercise of the Council's Powers
17	Contracts (Rights of Third Parties)
18	Dispute Resolution
19	The Council's Operational Support for the BID Company
	Schedule 1 The BID Area Map
	Schedule 2 The BID Levy Rules

OPERATING AGREEMENT

Dated: [•] day of [•] 2022

Between:

- (1) Newbury Business Improvement District Community Interest Company registered as a community interest company in England and Wales with number 06977701 whose registered office is at Broadway House, 4-8 The Broadway, Newbury RG14 2HF (the “**BID Company**”); and
- (2) West Berkshire Council, Council Offices, Market Street, Newbury RG14 5LD (the “**Council**”)

Background

- (A) The Council is the billing authority for the purposes of the Local Government Finance Act 1988 and the Regulations and is responsible for collecting the BID Levy and administering the BID Revenue Account for the BID.
- (B) The BID Company is responsible for the operation of the BID and for using the BID Levy lawfully and 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.
- (D) The purpose of this agreement is to:
 - a. establish the procedure for setting the BID Levy;
 - b. confirm the basis upon which the Council will be responsible for collecting the BID Levy;
 - c. set out the enforcement mechanisms available for collection of the BID Levy;
 - d. set out the procedures for accounting and transference of the BID Levy;
 - e. provide for the monitoring and review of the collection of the BID Levy; and
 - f. confirm the circumstances when the Council's expenses incurred in collecting the BID Levy shall become payable.

1. Definitions and Interpretation

- 1.1. **Annual Budget Report** means a report to be prepared by the BID body which details the estimated income and expenditure for the BID for the following financial year.
- 1.2. **Annual Accounts Report** means a report to be prepared by the Council which details the following:
 - 1.2.1. the cash collection outturn statement which includes the total amount of BID Levy collected during the relevant Financial Year;

- 1.2.2. details of the percentage collection rate for the BID Levy;
 - 1.2.3. the Council's recommendations (if any) to help improve any efficiency measures in the collection and enforcement of the BID Levy;
 - 1.2.4. details of those BID Levy Payers who have paid the BID Levy and those who have not paid the BID Levy (but subject to the redaction of any Personal Data at the absolute discretion of the Council); and
 - 1.2.5. the Council's recommendations for Bad or Doubtful Debts.
- 1.3. **Bad or Doubtful Debts** shall have the same meaning as further described in Part 2 of Schedule 3 of the Regulations.
- 1.4. **BID** means the Business Improvement District which operates within the BID Area.
- 1.5. **BID Area** means the area of Newbury Town Centre as is specified in the BID Arrangements, the streets of which are listed in Schedule 1.
- 1.6. **BID Arrangements** means those arrangements to be put in place pursuant to the Local Government Act 2003 and the Regulations for the operation of the BID.
- 1.7. **BID Company Report** means a report prepared by the BID Company for each Financial Year which details:
- 1.7.1. total income and expenditure arising from the BID Levy;
 - 1.7.2. other income and expenditure of the BID Company;
 - 1.7.3. statement of actual and pending deficits; and
 - 1.7.4. the initiatives and schemes upon which the BID Levy has been expended by the BID Company.
- 1.8. **BID Levy** means the charge to be levied and collected in the BID Area pursuant to the Regulations.
- 1.9. **BID Levy Payer** means the non-domestic rate payer(s) responsible for paying the BID Levy.
- 1.10. **BID Proposal** means the plan voted for by the BID Levy Payers which sets out the objectives of the BID and identifies the various projects which will be undertaken using funds raised via the BID Levy.
- 1.11. **BID Levy Rules** means the rules set out in Schedule 2 which sets out how the BID Levy will be calculated and other requirements related to the BID Levy (as may be amended in accordance with the Regulations).
- 1.12. **BID Revenue Account** means the account to be set up in accordance with Regulation 14 and operated in accordance with Schedule 3 of the Regulations.
- 1.13. **BID Term** means the period of five years commencing on the Operational Date.
- 1.14. **Contingency Sum** means the 1.5% of the BID Levy collected by the Council from time to time.
- 1.15. **Data Protection Legislation** means all applicable data protection and privacy legislation in force

from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (as amended), together with any guidance and codes of practice issued by the information Commissioner or other relevant regulatory authority from time to time.

- 1.16. **Demand Notice** has the meaning ascribed by paragraph 3 of Schedule 4 of the Regulations.
- 1.17. **Enforcement Action** means action to recover outstanding BID Levy.
- 1.18. **Financial Year** means the period of 1 June to 31 May.
- 1.19. **Hereditament** means as defined in the Regulations.
- 1.20. **Liability Order** means an order obtained from the Magistrates Court.
- 1.21. **Monitoring Group** means the group set up to monitor the collection and enforcement of the BID Levy comprising the Revenue and Benefits Manager (or an alternative representative nominated by the Council's Head of Finance and Property) on behalf of the Council and the Chief Executive on behalf of the BID Company.
- 1.22. **Newbury BID** has the same meaning as BID in this agreement.
- 1.23. **NDR** means Non-domestic rates under the Local Government Finance Act 1988.
- 1.24. **Operational Date** means the date on which the BID Proposal comes into force.
- 1.25. **Personal Data** means as defined in the Data Protection Legislation.
- 1.26. **Public Meeting** means the meeting to be held of all BID Levy Payers pursuant to regulation 18(1)(a)(ii) of the Regulations.
- 1.27. **Quarterly Monitoring Report** means a report to be prepared by the Council after the end of each three-month quarter which details the following:
 - 1.27.1. the amount of BID Levy for each individual BID Levy Payer;
 - 1.27.2. the BID Levy collected in relation to each BID Levy Payer; and
 - 1.27.3. details (together with the outstanding unpaid sum) of those BID Levy Payers who have not paid the BID Levy.
 - 1.27.4.
- 1.28. **Regulations** means the Business Improvement Districts (England) Regulations 2004 and such amendment thereto from time to time.
- 1.29. **Report** means a report for each BID Financial Year to be prepared by the BID Body which details the following:
 - 1.29.1. the total income and expenditure of the BID Levy;
 - 1.29.2. the various initiatives and schemes upon which the BID Levy has been expended by the BID body; and
 - 1.29.3. recommendations for the operation of the BID for the following financial year.

- 1.30. The headings appearing in this agreement are for ease of reference only and shall not affect the construction of this agreement.
- 1.31. 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 in or attached to this agreement.
- 1.32. References to the Council include any lawful successors to its function as the billing authority for the purposes of the BID.
- 1.33. References to statutes, bye-laws, regulations, orders or delegated legislation shall include any such instrument re-enacting or made pursuant to the same power.

2. Statutory Authorities

This agreement is made pursuant to Part 4 of the Local Government Act 2003 and Section 111 of the Local Government Act 1972 and all other enabling powers.

3. Commencement

- 3.1. This agreement is conditional on takes effect from the Operational Date and in any event shall determine and cease to be of any further effect on the date which is the earlier of:
 - 3.1.1. the expiry of the BID Term; and
 - 3.1.2. the date of termination of the BID Arrangements pursuant to the Council's exercise of its powers to terminate the BID Arrangements pursuant to regulation 18 of the Regulations.

4. Setting the BID Levy

- 4.1. As soon as reasonably practicable following the Operational Date, the Council shall:
 - 4.1.1. calculate the BID Levy due from each BID Levy Payer in accordance with the BID Levy Rules; and
 - 4.1.2. confirm in writing to the BID Company the BID Levy payable annually by each BID Levy Payer and redacting any Personal Data.

5. BID Revenue Account

- 5.1. As soon as reasonably practicable following the Operational Date, the Council shall have in place a BID Revenue Account within the Council's General Fund and operate it in accordance with the provisions set out in Schedule 2 of the Regulations.
- 5.2. The Council shall be entitled to deduct from the BID Revenue Account its costs and administrative expenses in connection with the collection, administration and enforcement of the BID Levy provided that the Council shall have complied with clause 6.2 and such sums may be deducted prior to the making of any payments pursuant to clause 5.4.
- 5.3. The BID Company shall confirm to the Council the details of its account into which payments

are to be made under this agreement and into which the BID Levy is to be transferred.

- 5.4. The Council shall pay to the BID Company by BACS, upon the expiry of the first month following the Operational Date and every month thereafter, the sums then credited to the BID Revenue Account less the Contingency Sum.
- 5.5. The Contingency Sum will be retained by the Council in the BID Revenue Account until the end of the Financial Year to which it relates and paid to the BID Company at the same time as the first payment due in the following Financial Year.
- 5.6. The Council shall pay to the BID Company any Contingency Sum retained as at 31st May 2027 (together with any interest accruing on that amount if any) on 30th September 2027.
- 5.7. To the extent that VAT is or becomes chargeable in respect of the BID Levy, the BID Company shall issue to the Council a valid VAT invoice for the payment of any such VAT upon advice from the Council of the amount due.
- 5.8. Prior to receipt of payments from BID Levy Payers, the Council may make a loan or other finance available to the BID Company subject to the amount and repayment terms being agreed and signed in writing by the BID Company and the Council.

6. Administrative Charges and District Auditor's Costs

- 6.1. Subject to clause 6.2 and clause 6.3, the Council will collect, administer and enforce payment of the BID Levy during the BID Term in accordance with its statutory duties at no cost to the BID Company.
- 6.2. The Council shall be entitled to recover a sum equal to such costs and expenses as it may incur from time to time in connection with the discharge of its statutory obligations under the Regulations and those set out in this agreement from the BID Company provided that:
 - 6.2.1. the Council shall have first served no less than [3] months' notice of the date from which those charges will be levied;
 - 6.2.2. the notice shall contain such details as the Council consider reasonable as to the basis on which such charges will be calculated;
 - 6.2.3. such charges shall not exceed the industry standard maximum charge as recommended from time to time by the National BIDS Advisory Board (or successor body) or, in the absence of any such recommended maximum charge, a maximum charge to be determined by the Council acting reasonably; and
 - 6.2.4. for the avoidance of doubt, such charges shall be payable and due by the BID Company within 20 working days of written demand where there insufficient monies are held in the BID Revenue Account to allow for the deduction of the charges therefrom pursuant to clause 5.2.
- 6.3. In the event that the District Auditor makes a charge to the Council for payment of his reasonable costs arising from the District Auditor carrying out an annual audit of the BID Revenue Account, the BID Company shall pay such costs.
- 6.4. The BID Company shall pay the invoices referred to at Clause 6.1 and 6.2 within 28 days of the date of receipt thereof or on such later date as may be specified by the Council to the BID

Company in writing.

- 6.5. In the event that that BID Company fails to pay any or all of the sums due pursuant to such invoice by the date on which those sums fall due, the Council shall be entitled to debit an amount equal to the said invoices from the BID Revenue Account.

7. Collecting the BID Levy

- 7.1. As soon as reasonably practicable following the Operational Date, the Council shall confirm in writing to the BID Company the anticipated date of the despatch of Demand Notices for the initial Chargeable Period and the anticipated collection date for the BID Levy.
- 7.2. Pursuant to clause 7.1, the Council shall serve a Demand Notice on each BID Levy Payer for all Hereditaments within the BID Area and thereafter shall continue to calculate the BID Levy and serve a Demand Notice no later than [14 days before the date when the BID Levy becomes due] on each BID Levy Payer throughout the BID Term.
- 7.3. The Council shall maintain a list of those BID Levy Payers who have paid the BID Levy and those BID Levy Payers who have not paid the BID Levy.
- 7.4. The Council shall use reasonable endeavours to collect the BID Levy throughout the BID Term consistent with its statutory duties and usual procedures for the collection of non-domestic rates.

8. Procedures available to the Council for enforcing payment of the BID Levy

- 8.1. If the BID Levy is not paid within 20 days from the date when it becomes due as stated in the Demand Notice then the Council will serve a notice on the BID Levy Payer setting out the amount due and requiring payment of it within 7 days (a "**Reminder Notice**").
- 8.2. In the event that a BID Levy Payer does not pay the sum specified in the Reminder Notice in full by the date required by the Reminder Notice, then the Council may apply to a Magistrates Court for a Liability Order to recover the unpaid amount together with interest and costs.
- 8.3. In the event that a Magistrates Court makes a Liability Order the Council will instruct the Enforcement Agent within a reasonable period thereafter to execute the Liability Order.
- 8.4. In addition to a Liability Order, the BID Company may request the Council to apply for a different order and such order may include an order for committal or an order winding up a company and the Council shall take such requested action provided that:
 - 8.4.1. the Council has the requisite approval in accordance with its Constitution to do so, including having obtained the authority of the Council's Monitoring Officer; and
 - 8.4.2. the BID Company shall indemnify the Council in respect of any and all costs properly incurred in taking such action and pay to the Council any costs so arising promptly on written demand.
- 8.5. The Council may enter into an agreement with a BID Levy Payer for payment of any unpaid Bid Levy at any time after service of a Demand Notice and such agreements do not require the consent of the BID Company.

- 8.6. Costs recovered by the Council from a BID Levy Payer as a consequence of applying for and/or obtaining orders from a Magistrates Court will be retained by the Council to meet the costs of taking this action [and deducted from the amounts recoverable from the BID Company pursuant to clause 8.4 to be determined by the Council in its reasonable discretion].
- 8.7. The Council will not charge the BID Company for work carried out by the Bailiff pursuant to this agreement. The Bailiff will retain statutory levy fees and charges within the meaning of Schedule 3 of the Non-Domestic Rating (Collection and Enforcement) (Local Lists) Regulations 1989.
- 8.8. The BID Company will produce the information required by paragraph 3(2) of Schedule 4 to the Regulations in respect of each BID Levy Payer in the form of an information leaflet which explains the BID Levy and such information leaflet will be served on the BID Levy Payer at the same time as the Demand Notice. The Council will advise the BID Company of the date by which such information leaflets must be delivered to the Council, the required volume, and any specific delivery instructions and the BID Company will comply with such requirements.

9. Enforcement Mechanisms in the Event that the Council fails to Enforce Collection of the BID Levy

- 9.1. In the event that the Council fails to enforce payment of the BID Levy in accordance with clause 8, the BID Company may serve written notice on the Council requesting that:
 - 9.1.1. the Council serves a Reminder Notice; or
 - 9.1.2. in the event that the Council has already served a Reminder Notice, that the Council applies for a Liability Order at the next available court date,

and the Council shall as soon as reasonably practicable provide written confirmation to the BID Company of the action it intends to take.

- 9.2. If the Council fails to provide written confirmation of the action it is taking in relation to the notice served pursuant to clause 9.1 within 28 days of receipt thereof, the BID Company shall be entitled to serve written notice on the Council's Head of Finance and Property and such notice shall:
 - 9.2.1. detail the unpaid amount of the relevant Bid Levy due;
 - 9.2.2. confirm that the Council has failed to use the enforcement mechanisms available to it under this agreement to recover those amounts; and
 - 9.2.3. include written notice requesting a meeting between the Council's Head of Finance and Property and the Chief Executive of the BID Company is convened within 28 days of the date of receipt of the notice served pursuant to this clause 9.2 in order to agree a strategy to recover such unpaid amounts place.

- 9.3. Where any meeting held pursuant to clause 9.2.3 does not resolve the matters between the parties, then the provisions of clause 17 shall apply.

10. Performance Monitoring and Reporting

- 10.1. Within 10 working days of the end of each quarter of the Financial Year and subject always to the Council having adequate resource (in its reasonable opinion) to comply with this obligation, the Council shall provide the BID Company with the Quarterly Monitoring Report.
- 10.2. If the BID Company requires details of the Reminder Notices and or details of any Liability Orders obtained or applied for by the Council in respect of a particular Quarterly Monitoring Report period, then it shall notify the Council in writing within one month of the date of receipt of the relevant Quarterly Monitoring Report setting out its reasons for the request and the Council shall provide such information where it considers the request to be reasonable, or shall alternatively liaise with the BID Company to clarify the reasons for the request and / or scope of information requested.
- 10.3. Within two months of the end of each Financial Year and subject always to the Council having adequate resource (in its reasonable opinion) to comply with this obligation, the Council shall provide to the BID Company the Annual Accounts Report.
- 10.4. Within one month of the date of receipt of each Annual Accounts Report, the BID Company shall provide the BID Company Report to the Council including the Annual Accounts.
- 10.5. The BID Company will arrange for the preparation of the Annual Accounts in accordance with generally accepted accounting practices in the UK through an independent and suitably qualified accountant appointed by the BID Board.
- 10.6. The parties shall annually review the operation of this agreement and the Monitoring Group shall meet from time to time as the parties may agree is reasonably necessary to:
- 10.6.1. review the effectiveness of the collection and enforcement of the BID Levy; and
 - 10.6.2. review and assess the information provided by the Council and the BID Company and make any recommendations for implementation of changes as may be agreed (and which are permitted or required by the Regulations).

11. Termination of BID Arrangements

- 11.1. The Council may terminate the BID Arrangements if, in its opinion, there are insufficient finances available to the BID Company to meet its liabilities for the Newbury BID for the chargeable period and the Council has:
- 11.1.1. offered the BID Company a reasonable opportunity (to be determined at the Council's discretion acting reasonably) to arrange for financing the shortfall or for a reduction in the works or services under the BID Arrangements which is sufficient to meet the shortfall; and
 - 11.1.2. given BID Levy Payers an opportunity, at a Public Meeting, to make representations in relation to the termination of the BID Arrangements.
- 11.2. The Council may terminate the BID Arrangements if it is unable, due to any cause beyond its

reasonable control, to provide works or services which are necessary for the BID to continue and the Council has:

- 11.2.1. consulted the BID body; and
 - 11.2.2. conducted a consultation with such representatives of the business community for the BID Area as the Council considers appropriate.
- 11.3. The Council shall notify the BID Company in writing of its intention to terminate the BID Arrangements at least 28 days before the date of termination.
- 11.4. So far as it considers it reasonably practicable to do so, where the Council is contemplating terminating the BID Arrangements under regulation 18(1) of the Regulations it shall endeavour to first meet with the BID Company to discuss and review any issues, and put in a reasonable timescale to resolve them.
- 11.5. The BID body may terminate the BID Arrangements where:
- 11.5.1. the works or services to be provided under the BID Arrangements are no longer required; or
 - 11.5.2. the BID Company is unable, due to any cause beyond its control, to provide works or services which are necessary for the BID to continue.
- 11.6. The BID Company shall take no steps to terminate the BID Arrangements until:
- 11.6.1. it has consulted the Council; and
 - 11.6.2. conducted a consultation with such representatives of the business community for the BID Area as the Council thinks appropriate.
- 11.7. The BID Company shall notify the Council in writing of its intention to terminate the BID Arrangements at least 28 days before the date of termination.
- 11.8. Any balances held by the BID Company at the time of termination and / or at the end of the BID Term (in so far as there has not been a successful ballot to continue the BID for a further term) shall be passed to the Council for the Council to repay to the BID Levy Payers in a manner pursuant to Regulation 14 of the Regulations.
- 11.9. Where the BID Arrangements are terminated the Council shall, as soon as is reasonably practicable, give notice of the termination in writing to the BID Levy Payers pursuant to Regulation 18(6) of the Regulations and the notice shall include an explanation as to whether any part of the BID Levy is to be repaid to BID Levy payers under Regulation 14(4) of the Regulations.

12. Confidentiality

- 12.1. Both the Council and the BID Company shall keep confidential and not disclose to any person except their auditors or relevant advisers 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 BID Levy Payers or Contributors 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.

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 sent by either recorded or first class delivery to the address provided by clause 13.2.
- 13.2. Notices shall be sent to the address set out below, or such alternative address in England as either party may from time to time specify on at least seven days' notice in writing to the other party:
 - 13.2.1. delivery to the Head of Finance and Property at West Berkshire Council, Council Offices, Market Street, Newbury RG14 5LD; and
 - 13.2.2. delivery to the Chief Executive at Broadway House, 4-8 The Broadway, Newbury RG14 2HF.
- 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. Severance

- 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 IV of the Local Government Act 2003, then such part shall be struck out and the balance of this agreement shall remain.

15. Exercise of the Council's Powers

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

16. Contracts (Rights Of Third Parties)

- 16.1. The parties do not intend any third party other than the BID Company to have the right to enforce any provision of this agreement under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

17. Counterparts

- 17.1. This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original of this agreement, but all the counterparts shall together constitute the one agreement.

18. Dispute Resolution

- 18.1. If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then the parties shall follow the procedure set out in this clause:
 - 18.1.1. either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (a "**Dispute Notice**"), together with relevant supporting

documents. On service of the Dispute Notice, the Council's Head of Finance and Property and the BID Company's Chief Executive shall attempt in good faith to resolve the Dispute;

- 18.1.2. if the Authorised Representatives are for any reason unable to resolve the Dispute within 20 Working Days of service of the Dispute Notice, the Dispute shall be referred to the Council's Executive Director of Resources (the "**Section 151 Officer**") and the BID Company's Chief Executive who shall attempt in good faith to resolve it;
 - 18.1.3. if the Section 151 Officer and the BID Company's Chief Executive are for any reason unable to resolve the Dispute within 20 Working Days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure.
- 18.2. Unless otherwise agreed between the parties within 20 Working Days of referral of the Dispute Notice, the mediator will be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, referring the dispute to mediation.
 - 18.3. If there is any point on the logistical arrangements of the mediation, other than nomination of the mediator, upon which the parties cannot agree within 10 Working Days from the date of the ADR notice, where appropriate, in conjunction with the mediation, CEDR will be requested to decide that point for the parties having consulted with them.
 - 18.4. Unless otherwise agreed between the parties, the mediation will start not later than 20 Working Days after the date of the ADR notice.
 - 18.5. The commencement of mediation shall not prevent the parties commencing or continuing court proceedings.

19. Governing Law & Jurisdiction

- 19.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 19.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

20. The Council's Operational Support for the BID Company.

- 20.1. The Council's support for the BID will take practical shape in the following specific ways, subject at all times to the Council having adequate resource (in its reasonable opinion) to provide such support:
 - 20.1.1. continuing to provide a Council officer to volunteer as a Non-Executive Director on the board of the BID Company and to provide a business-focused dynamic link on all BID matters with senior Council staff;
 - 20.1.2. collection of the BID Levy in accordance with the arrangements set out in this

- agreement; and
- 20.1.3. supporting the BID Board in the co-ordination of projects and activity by including representatives of the BID Company in key strategic decision-making groups governing the development of Newbury town centre.

Signed on behalf of Newbury Business Improvement District Community Interest Company:

Print Name:

Signed on behalf of West Berkshire Council:

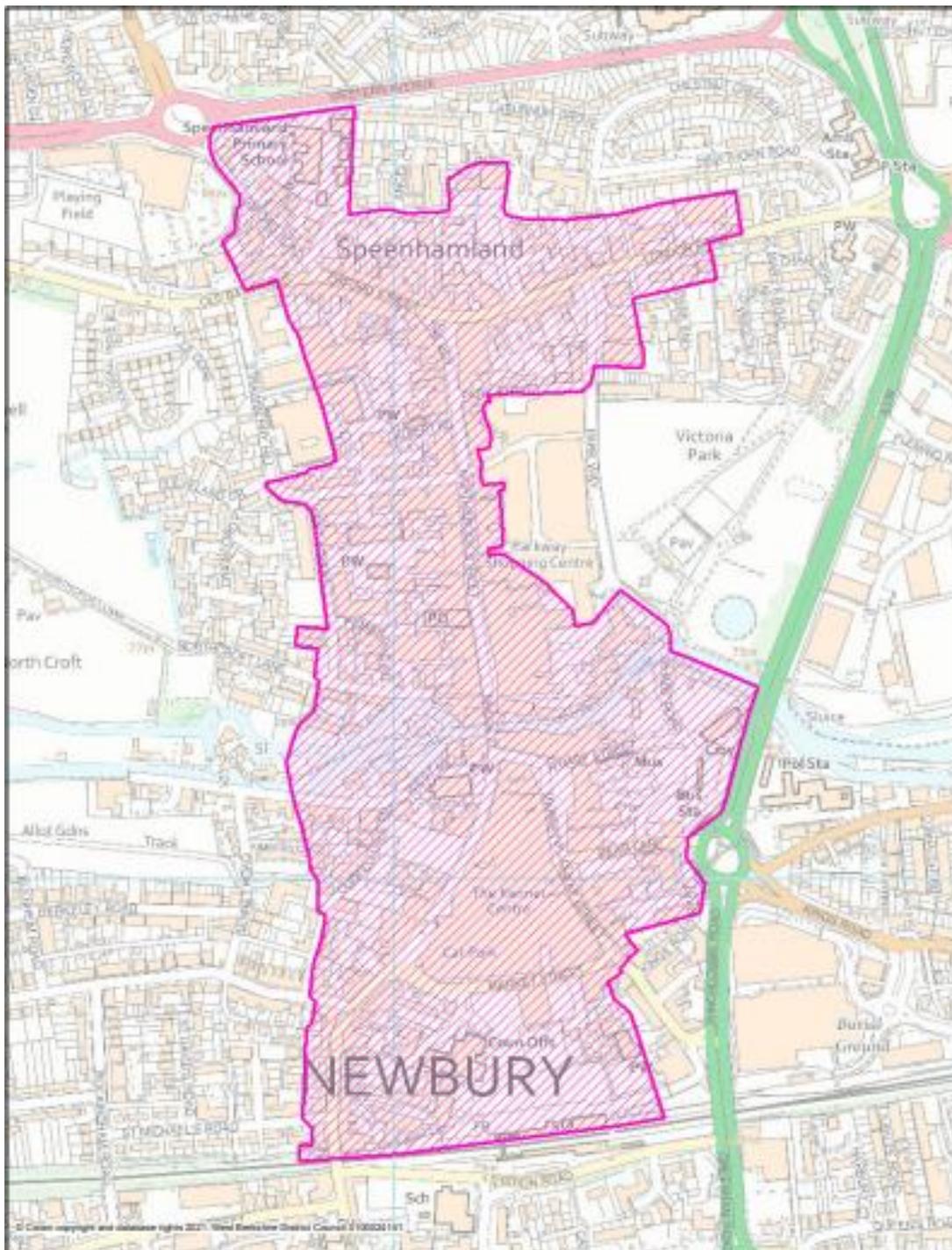
Print Name:

DRAFT

Schedule 1 – The BID Area

The following streets are included in the BID area, either in whole or in part:

Albert Road, The Arcade, Bartholomew Street, Bear Lane, Bolton Place, Bridge Street, The Broadway, Canal Walk, Cheap Street, Cromwell Place, Eight Bells Arcade, Highfield Avenue, Inches Yard, The Kennet Centre, London Road, Mansion House Street, Market Place, Market Street, Mayors Lane, Northbrook Street, Northcroft Lane, Oddfellows Road, Old Bath Road, Oxford Road, Oxford Street, Park Street, Park Way, Pelican Lane, Pembroke Road, Station Approach, Toomers Wharf, Weavers Walk, West Mills, West Street, The Wharf, Wharf Road, Wharf Street



Schedule 2 – The BID Levy Rules

The following rules must be read in conjunction with the Regulations. Where these rules conflict with the Regulations, then the Regulations shall prevail.

Section A

Hereditaments Subject to the BID Levy:

- 1 The BID Term will be for a period of five years from 1 June 2022 to 31 May 2027.
- 2 A BID Levy Payer will be subject to an annual BID Levy in respect of a Hereditament if, on 1st June of any given Financial Year within the BID Term, the Hereditament is:
 - (a) in the BID Area;
 - (b) has a rateable value greater than £4,999; and
 - (c) is not classified as a place of worship, phone mast, or state school.

Section B

The BID Levy:

- 3 For each Financial Year of the BID Term, the BID Levy will be calculated as an annual charge on a chargeable day basis (i.e., the liable person for the levy payment is the person liable for the payment on the first day of each such Financial Year, being:
 - 1 June 2022 – 31 May 2023;
 - 1 June 2023 – 31 May 2024;
 - 1 June 2024 – 31 May 2025;
 - 1 June 2025 – 31 May 2026; and
 - 1 June 2026 – 31 May 2027).
- 4 The BID Levy will be calculated based on the rateable value of the Hereditament as shown in the Rating List on 1st June for that Financial Year.
- 5 The BID Levy will be charged annually in advance and no VAT will be charged on the BID Levy.
- 6 No refunds will be given for any rate revaluations during the Financial Year, unless the rate revaluation is demonstrated to have taken effect on a date prior to 1st June of that Financial Year.
- 7 The BID Levy rate will be fixed at 1.5% of the rateable value for the duration of the BID Term.
- 8 The BID Levy will be rounded to the nearest penny (N.B. £0.005 will be rounded up to £0.01).
- 9 New Hereditaments added to the Rating List after 1st June 2022 will be levied at 1.5% of rateable value from the 1st June in the first Financial Year after they are added to the Rating List.
- 10 How the amount of BID Levy is to be calculated cannot be altered during the BID Term without an alteration ballot.

Section C

Persons/Organisations Liable for the BID Levy:

- 11 For each Financial Year of the BID Term, liability for the annual BID Levy will fall on the Occupier of the Hereditament on the 1st June of that Financial Year. For this purpose “Occupier” shall

have the same meaning as under s65 of the Local Government Finance Act 1988 (the "**1988 Act**").

- 12 If a Hereditament is Unoccupied, the liability for the annual BID Levy will fall on the organisation/person entitled to possession on the 1st June of that Financial Year. For this purpose "Unoccupied" will have the same meaning as in Part III of the 1988 Act and "entitled to possession" will have the same meaning as in Part III of that Act.
- 13 No refunds will be given if there is a change of Occupier during the Financial Year, unless the change of Occupier is demonstrated to have taken effect on a date prior to 1 June of that Financial Year.

Section D

BID Levy Allowances:

- 14 BID Levy Payers will not receive a three-month void exemption or any other empty rate exemption in relation to Unoccupied Hereditaments or Hereditaments that become Unoccupied during the BID Term, including those that are classified as a Listed Building, i.e. those responsible for unoccupied and part occupied hereditaments will be liable for the full BID Levy.
- 15 There will be no allowances applicable to the BID Levy corresponding to NDR Discretionary Relief (section 47), NDR Hardship Relief (section 49), NDR Section 44A (Partly Occupied) Relief, NDR Small Business Rate Relief (section 43) or NDR Transitional Phasing (section 57) pursuant to the Local Government Act 1988.
- 16 Other exemptions, relief or discount prescribed in the Non-Domestic Rating (Collection and Enforcement) (Local Lists) Regulations 1989 made under the Local Government Finance Act 1988 will not apply. The only exemption is as detailed in Section D4.
- 17 The following premises will be eligible to receive 50% relief from the BID Levy;
 - (a) premises that are occupied wholly or mainly by a charity as office accommodation for the charitable purposes of that charity and other charities;
 - (b) premises that are occupied wholly or mainly by clubs and societies that are not-for-profit and have no other means of income other than voluntary subscriptions;
 - (c) premises that form part of a shopping centre where services are already provided through service charge arrangements.

Section E

Collection of the BID Levy:

- 18 The annual BID Levy must be paid for each Financial Year in advance on a single instalment date as set out in the Demand Notice served by the Council.
- 19 The Council may serve a Demand Notice before the beginning of a Chargeable Period in accordance with paragraph 5(2) of Schedule 4 of the Regulations.
- 20 The BID Company may authorise refunds to BID Levy Payers, as appropriate.
- 21 The BID Company may authorise write-offs, as appropriate.

Schedule 3 – Management & Governance

- 1 Newbury BID is operated by Newbury Business Improvement District Community Interest Company (06977701), a private company limited by guarantee without share capital.
- 2 Newbury BID's registered office is Broadway House, 4-8 The Broadway, Newbury RG14 1BA. The main contact details for Newbury BID are 01635 760505 (phone), info@newburybid.com (email) and <https://visitnewbury.org.uk/about> (website).
- 3 The objective of the company is to further the economic growth and development of Newbury Town Centre through the delivery and operation of a Business Improvement District.
- 4 Newbury BID is overseen by the BID Board made up of representatives from levy paying businesses and key town centre stakeholders who all operate in a voluntary capacity.
- 5 The BID Board will meet quarterly and is responsible for supporting the BID team, BID initiatives, and ensuring the BID meets its objectives.
- 6 Up to nine members of the BID Board will also operate as non-executive directors of Newbury BID CIC. BID directors will meet 10 times per year and assume responsibility for legal, governance, finances, procurement, and human resources.
- 7 West Berkshire Council may be represented on the BID Board by a council officer. A Councillor may also be co-opted to the BID Board as and when deemed appropriate by Board members.
- 8 Accounts will be filed annually with Companies House and will be available to all BID levy payers. Financial reports will be included with the BID levy demand and the BID's annual review.
- 9 The BID team will be salaried staff led by a Chief Executive Officer. All staff are accountable to the BID Board.
- 10 The BID will report to businesses through regular email and online updates (at least 12 per year), an annual review document that will detail BID finances, an annual levy payer meeting, and the annual billing statement.
- 11 The BID will enter into an operating agreement with West Berkshire Council. This agreement will detail the minimum service standards and the arrangements for the collection and enforcement of the BID levy, which will be carried out by the Council on the BID's behalf and will be monitored annually.
- 12 The baseline level of services provided by statutory authorities, such as the Council, will be available on our website <https://visitnewbury.org.uk/about>. These levels will be monitored to ensure the BID only funds initiatives in addition to, or to a level over and above, baseline levels.

Schedule 4 – Ballot Rules

- 1 Ballot papers will be issued on 25th January 2022.
- 2 The ballot will run for 4 weeks from Thursday 27th January 2022 ending on Thursday 24th February. The ballot result will be announced on 25th February 2022 or the earliest possible opportunity after the ballot closes.
- 3 For the ballot to be successful the following criteria must be satisfied:
 - More than 50% of businesses that vote must vote in favour.
 - The total rateable value of those that vote in favour must represent a greater rateable value than those that vote against.
- 4 Each of the hereditaments within the BID area will have one vote provided they are listed on the national Non-Domestic Rates list on 10th January 2022 and are not exempt.
- 5 The ballot paper will be issued to the person with responsibility for casting the vote on behalf of each company/organisation, or to the person/organisation named on the Non-Domestic Rates list on 10th January 2022.
- 6 The voter list has been developed through consultation with businesses by Newbury BID using the Non-Domestic Rates list provided by West Berkshire Council as the source.
- 7 Appeal – The Secretary of State may declare void a BID ballot, renewal ballot, alteration ballot or re-ballot if it appears that a material irregularity has occurred. Within 28 Days of the ballot declaration, the BID body, the local authority or at least 5 percent of the number of persons entitled to vote can make a request to the Secretary of State specifying the reason for such a request.

Schedule 5 – Baseline Statements

Newbury BID will only ever provide services to a level over and above, or in addition to, the level of services provided by WBC. When a BID service is the same as, or similar to, a service provided by WBC, Newbury BID will monitor the baseline level of services provided by WBC to ensure additionality.

Below is a draft Baseline Agreement with WBC for these baseline services.

DATED

[DATE]

BASELINE AGREEMENT FOR THE
PROVISION OF SERVICES WITHIN THE NEWBURY BID AREA

WEST BERKSHIRE COUNCIL

AND

NEWBURY BUSINESS IMPROVEMENT DISTRICT COMMUNITY INTEREST COMPANY

DRAFT

No	Contents
1.	Definitions
2.	Statutory Authorities
3.	Commencement
4.	The BID Company's Obligations
5.	The Council's Obligations
6.	Licence
7.	Monitoring and Review
8.	Termination
9.	Joint Obligations
10.	Confidentiality
11.	Notices
12.	Miscellaneous
13.	Exercise of the Council's Powers
14.	Contracts (Rights of Third Parties)
15.	Arbitration
	Schedule 1 - The Standard Services

Baseline Agreement for the Provision of Standard Services

THIS DEED IS MADE THE [DAY] DAY OF [MONTH YEAR]

BETWEEN

- (1) West Berkshire Council of Market Street, Newbury, Berkshire, RG14 5LD ("the Council");
and
- (2) Newbury Business Improvement Community Interest Company registered as a community interest company in England and Wales with number 06977701 whose registered office is at Broadway House, 4-8 The Broadway Newbury, RG14 1BA ("the BID Company").

Recitals

- (A) The Council is a local authority for the purposes of the Local Government Act 2003 and is 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 Proposals.
- (C) The purpose of this Agreement is to set out for the avoidance of doubt the Standard Services provided by the Council within the BID Area.

It is agreed as follows:-

1. Definitions

"BID"	has the meaning given in the Regulations.
"BID Area"	means the area within which the BID operates as edged red on the plan attached to this Agreement in Schedule 1.
"BID Arrangements"	has the meaning given in Section 41 of the Local Government Act 2003.
"BID Levy"	means the charge levied and collected within the Bid pursuant of the Regulations.
"BID Levy Payers"	means the non-domestic ratepayers liable for paying the BID Levy.
"BID Term"	means five years
"Complementary Services"	means those services secured or procured by the BID Company from the Council or other third-party provider in addition to the Standard Services.
"Complementary Service Provider"	means the provider of the Complementary Services.
"Financial Year"	means the financial year for the BID Company which runs from 1 st June to 31st May
"Operating Agreement"	means the agreement entered into on

[OPERATIONAL 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 BIDCompany which:

- (i) identifies the Standard Service to which the notice relates;
- (ii) states how the Standard Service is not being provided in accordance with this Agreement;and
- (iii) requests that the Council liaise directly with the provider or contractor responsible for carrying out the Standard Service for the purposes of securing compliance with this Agreement.

"Proposals"

means the plan voted for by the BID LevyPayers 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 achievethose 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'.

"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 consist of representatives from the BID Company and the Council.

"Standard Services"

means the services provided by the Council within the BID Area as set out in Schedule 1.

"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

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

3. Commencement

3.1 This Agreement shall take effect from the date of this Agreement and in any event shall determine and cease to be of any further effect in the event that:

- (i) the BID Term expires;
- (ii) the Council exercises its reasonable discretion to terminate the BID Arrangements in exercise of its powers under Regulation 18 of the Regulations;
- (iii) The Council terminates this Agreement pursuant to paragraph 8 of this Agreement.

DRAFT

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 reasonable 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:

- (a) will provide the Standard Services within the BID Area at its own cost for the duration of the BID Term, subject to appropriate resources and levels of funding.
- (b) will not use the BID Levy at any time to either fund or procure the Standard Services;
- (c) 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:
 - (i) adverse weather conditions in the BID Area;
 - (ii) an excessive number of pedestrians in the BID Area which would impede or inhibit the carrying out of the Standard Services;

- (iii) restrictions by the Police as to the persons and/or number of persons permitted access in the BID Area;
- (iv) a major traffic accident or major spillage in the BID Area;
- (v) 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;

provided always that the Council shall first, 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 use best endeavours to recommence the Standard Service as soon as reasonably practicable to the same standard as it was immediately before the change.

5.2 In the event that the Council intends to change the Standard Services significantly and permanently the Council shall consult with the BID Company not less than six (6) weeks 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.

5.3 Upon receipt of a Performance Notice from the BID Company, the Council shall 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 use its best endeavours to secure the improvement of the Standard Services from such contractor or provider and to consult with the BID Company on the action plan arising from such review, to secure such improvements and keep the BID Company informed of the Council's actions and progress in carrying out the action plan.

6. Licence

6.1 The Council hereby grants a 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 in the BID Area 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) reasonably necessary 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 consistently act in such a manner which either materially contravenes usual health and safety requirements, commits a serious contravention of health and safety requirements, 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.

7. Monitoring and Review

7.1 The parties shall set up the Services Review Panel within 28 days from the date of this agreement the purpose of which shall be to:

- (i) review and monitor the carrying out of the Standard Services;
- (ii) where appropriate, review and monitor the carrying out of the Complementary Services and make such recommendations to the BID Company as are appropriate;
- (iii) 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;

7.2 Within one month 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. Termination

8.1 The Council may terminate this Agreement:

8.1.1. in the same circumstances in which it may terminate the BID Arrangements under Regulation 18 of the Regulations,

8.2. Either party may terminate this Agreement:

8.2.1. in the event that the other commits a serious and material irremediable breach of this Agreement;

8.2.2. in the event that the Council terminates the Operating Agreement.

9. Joint Obligations

9.1 The Parties agree:

9.1.1. 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;

9.1.2. 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);

9.1.3. to operate the Standard Services in accordance with such agreed Protocols.

10. Confidentiality

10.1 The parties agree to keep confidential and not to divulge to any person except for auditors and relevant advisers 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 and this obligation shall survive the termination or lapse of the provision of the BID.

11. Notices

11.1 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 days' notice in writing.

11.2 A Notice may be served by:

- (i) delivery to the Council's Head of Finance at the Council's address as specified above;
- (ii) delivery to the Chief Executive at the address of the BID Company specified above;
 - i. registered or recorded delivery post to such addresses
 - ii. electronic communication (provided that it is in legible form and is capable of being used for subsequent reference) to such addresses;

11.3 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.

12. Miscellaneous

12.1 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.

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

12.3 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 in or attached to this Agreement

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

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

13. Exercise of the Council's Powers

13.1 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 statutes, byelaws, statutory instruments, orders and regulations in the exercise of its functions as a local authority

14. Contracts (Rights of Third Parties)

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

15. Arbitration

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

15.1.1 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;

15.1.2 the parties shall jointly appoint the arbitrator not later than 15 (fifteen) working days after service of a request in writing by either party to do so;

15.1.3 if the parties are unable to agree within 14(fourteen) working days as to the appointment of such arbitrator then such arbitrator (hereinafter referred to as "The Tribunal") shall be appointed on the application of either party to the President for the time being of the Law Society;

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

15.2.1 to prosecute any such reference expeditiously; and

15.2.2 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;

15.2.3 the award shall be in writing signed by the Tribunal;

15.2.4 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 WEST BERKSHIRE)DISTRICT
COUNCIL)
and authenticated by:)

Director of

EXECUTED AS A DEED
by the BID Company acting by one Director in
the presence of:

DRAFT

Schedule 1 - The Standard Services

Business Improvement District

Baseline Agreements

Arts and Leisure Service	
Service Manager	TBC
Service provided, Number of Staff and Equipment	Heritage venue and conference/trading centre operation.
Specification	Events programme organised by the Council's Heritage Team.
Performance Measure	To provide assistance in increasing access to, and participation in, cultural activity supporting increased footfall within Newbury Town Centre.
Non Compliance Procedure	N/A
Boundary Area	Market Place, Newbury.

**Business Improvement District
Baseline Agreements**

Waste Services	
Service Manager	TBC
Service provided, Number of Staff and Equipment	Street Cleansing and Litter Picking Service, as per the Integrated Waste Management Contract.
Specification	In line with the Council's duties in the Environmental Protection Act 1990 and guidance in the Code of Practice on Litter and Refuse
Performance Measure	Maintain a satisfactory level of litter and detritus (as measured by the Keep Britain Tidy local environmental surveys).
Non Compliance Procedure	TBC
Boundary Area	The BID Area

Day	Cleanse Frequency	L/Pick Frequency	Road name	Parish
M/W/Su		3 x w	Car Park, Bear Lane (Corn Exchange)	NEWBURY
W	1 x w		Car Park, Bear Lane (Corn Exchange)	NEWBURY
M/Th/Sa		3 x w	Car Park, Central (Library, Coach & Central KFC)	NEWBURY
W	1 x w		Car Park, Central (Library, Coach & Central KFC)	NEWBURY
Sat	1 x 2w		Car Park, Council Offices	NEWBURY
W/F/Su		3 x w	Car Park, Council Offices	NEWBURY
Sun	1 x w		Car Park, Eight Bells (After 07.00& Before 20.00 weekdays After 09.00 weekends)	NEWBURY
M/W/F		3 x w	Car Park, Eight Bells	NEWBURY
W/Th/Sat		3 x w	Car Park, Kennet Multi	NEWBURY
M	1 x w		Car Park, Kennet Multi	NEWBURY
M/W/F/Sat		4 x w	Car Park, Market Street	NEWBURY
Th	1 x w		Car Park, Market Street	NEWBURY
W		1 x w	Car Park, Newbury F.C.	NEWBURY
M	1 x 2w		Car Park, Newbury F.C.	NEWBURY
M	1 x w		Car Park, Northcroft Lane Surface	NEWBURY
W/Th/F		3 x w	Car Park, Northcroft Lane Surface	NEWBURY
Tu/Th		2 x w	Car Park, Northcroft Lane West (unmade)	NEWBURY
M/Sat		2 x w	Car Park, Pelican Lane	NEWBURY
Th	1 x w		Car Park, Pelican Lane	NEWBURY
M/Th/Sa		3 x w	Car Park, Pembroke Multi	NEWBURY
Tu	1 x w		Car Park, Pembroke Multi	NEWBURY
W/Th/F		3 x w	Car Park, West Street	NEWBURY
M	1 x w		Car Park, West Street (After 17.00)	NEWBURY
M/W/F/Sat		4 x w	Car Park, Wharf	NEWBURY
Th	1 x w		Car Park, Wharf	NEWBURY

**Business Improvement District
Baseline Agreements**

Library Service	
Service Manager	TBC
Service provided, Number of Staff and Equipment	Public Library Service, loan of books, DVDs and other items, PC access for the public and wi-fi, enquiry service, mobile library base. 28 people, approx 18FTE
Specification	TBC
Performance Measure	Visitor figures, items borrowed,
Non Compliance Procedure	N/A
Boundary Area	Service provided for all.

**Business Improvement District
Baseline Agreements**

Licensing of Town Centre Entertainment Service	
Service Manager	TBC
Service provided, Number of Staff and Equipment	Licence of Town Centre entertainment
Specification	Permission for regulated entertainment to be undertaken on the WBC Premises Licence
Performance Measure	Timely response to requests
Non Compliance Procedure	N/A
Boundary Area	The BID Area

**Business Improvement District
Baseline Agreements**

Museum Service	
Service Manager	Paul James
Service provided, Number of Staff and Equipment	Museum Staff TBC
Specification	Opening hours TBC
Performance Measure	No of visitors in person No of enquiries Spend per head
Non Compliance Procedure	N/A
Boundary Area	The BID Area

Schedule 6 – Consultation

Feedback from the Newbury BID consultation is summarised within the Newbury BID Business Plan 2022-2027, linked to below.

Schedule 7 – Newbury BID Business Plan 2022-2027

The Newbury BID Business Plan 2022-2027 can be viewed at https://issuu.com/newburybid/docs/business_plan_2022-2027_v1_1 or <https://visitnewbury.org.uk/bid-ballot>

The Newbury BID Business Plan 2022-2027 summarises the BID's achievements to date and outlines the BID's planned projects and services for the purpose of "Taking Newbury to the Next Level", as well as detailing BID finances and spending projections.