



Newbury BID Proposal Document 2027-2032

This Business Improvement District (BID) Proposal sets out the plan for Newbury BID's fourth five-year term. Newbury BID represents over 440 businesses located in the town centre that operate within the Town Centre. These businesses will collectively invest more than £1.6m 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 of Directors. It is one of over 345 BIDs in the UK. The BID employs a small team responsible for delivering the initiatives outlined in the Newbury BID Business Plan 2027-2032. This Business Plan was developed following consultation with businesses.

Our Vision;

Steeped in history and surrounded by some of the UK's most outstandingly beautiful countryside, Newbury is a modern market town offering a vibrant yet relaxing atmosphere in which to enjoy its array of independent and national shops and restaurants, charter and specialist markets, and first-class arts and cultural experiences.

To build on the town's growing reputation and profile, our long-term vision is:

"Championing a truly exceptional market town that continues to deliver above and beyond for businesses, locals and visitors."

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

DESTINATION Newbury – Positioning Newbury as 'must-visit' destination through our Visit Newbury social media brand and the newly formed Berkshire Local Visitor Economy Partnership (LVEP). Encouraging new visitors and growing local engagement through unique events and trails, and through supporting other locally organised events taking place in Newbury town centre.

SAFER Newbury – Fostering a safe and welcoming environment for all town centre businesses. Supporting the fight back against retail crime and reducing anti-social behaviour through BID Ambassadors. Representation in safer initiatives including Shopwatch, Pubwatch and Safe Spaces.

WORKING FOR Newbury – Maintaining strong relationships with businesses, local authority and community groups with the aim of encouraging and facilitating larger projects to enhance Newbury town centre. Helping to create a clean and beautiful town centre through Community Clean Ups.

In line with BID regulations, businesses within the BID area will be asked to vote in a BID ballot between 11th September 2026 and 8th October 2026. If the BID ballot is successful, a fourth 5-year BID term will

commence on 1st June 2027, and all businesses in the BID area will pay an annual levy of 2% of their premises' rateable value.

The BID's third term was considered a great success with the following achievements –

1. Continued and improved the Christmas lights switch on event with over 35k visitors to the town each year.
2. Arrival of Paddington statue bench into the town as part of the National trail.
3. Established brand new town centre events such as, Festival of the Moon, Italian Auto Moto festival, Krazy Races, antiques and artisan markets.
4. Ranked number 1 with VisitNewbury website for 'things to do in Newbury'
5. Carried out 5 community clean up days, working with local volunteers to clean and paint areas looking a little worse for wear.
6. Began the BID Ambassador program, boots on the ground visibility and information sharing through DISC systems.
7. Supported businesses through a range of issues, including recycling, staff training, projects and pedestrianisation.

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1. Details of the BID Proposer

Name of the BID Proposer: Newbury Business Improvement District Community Interest Company

Company Registration Number: [06977701](#)

Business Registered Address: 4-8 The Broadway, Broadway House, Newbury, RG14 1BA

Contact details: Telephone: 01635 885055 / Email: Info@newburybid.com

Authorised Representative: Richard Farley, Newbury BID Manager

2. Details of BID Body

Newbury BID CIC will be the company responsible for the governance, management and delivery of the Business Improvement District should ballot be successful.

Name of the BID Body: Newbury Business Improvement District Community Interest Company

Company Registration Number: [06977701](#)

Business Registered Address: 4-8 The Broadway, Broadway House, Newbury, RG14 1BA

Contact details: Telephone: 01635 885055 / Email: Info@newburybid.com

Authorised representative: Ian Batho, Chairman of the Board of Directors

Newbury BID CIC will be responsible for the delivery of the 2027-2032 Business Plan, managing governance, finance and legal matters.

Newbury BID CIC will operate in accordance with the Operating Agreement and Baseline Agreement below (section 6). Newbury BID CIC will operate in accordance with the Billing Authority and BID Regulations.

3. Notification to Secretary of State

On Friday 15th May 2026, Liam Sheppard, emailed the Secretary of State for Housing, Communities and Local Government. Copied in was Joseph Holmes, Chief Executive Officer of West Berkshire Council. Blind Copied in was Ian Batho, Newbury BID Chair and Ashley Morris, Newbury BID Vice Chair.

The email can be found here:

Newbury Business Improvement District Community Interest Company - Intention to hold Ballot - Private and Confidential

Summarize

LS Liam Sheppard
To: NDR@communities.gov.uk
Cc: [Joseph Holmes](#)
Bcc: [Ian Batho](#); [Ashley Morris](#)

Reply Reply All Forward Fri 15/05/2026 12:08

You replied to this message on 11/06/2026 14:52.

Newbury Business Improvement District Community Interest Company - Formal Notification of Ballot, Secretary of State .pdf
303 KB

Dear Secretary of State for Housing, Communities and Local Government,
I write to you under the BID regulations 2004, SI 2004/2443, reg 3(2).
Please find the attached letter as being the 84 days notification required of the intention to request the billing authorities to put the BID proposal to ballot.
I have copied into the email, Joseph Holmes, Chief Executive of West Berkshire Council. West Berkshire Council is the relevant billing authority.
Within the electronic letter, you will find a copy of the proposed ballot timeline.
If you have any questions, please contact me on the above email address.
In the meantime, I look forward to receiving your confirmation that you have been properly notified, as required by the regulations.

Yours sincerely,
Liam Sheppard

Liam Sheppard MSc
BID Manager
Newbury BID
liam@newburybid.com
[01635 885055](tel:01635885055)
[visitnewbury.org.uk](https://www.visitnewbury.org.uk)
4-8 The Broadway,
Broadway House,
Newbury, RG14 1BA

Newbury Business Improvement District is a limited company registered in England and Wales. Registration number: 6977701. Registered office: Broadway House, 4-8 The Broadway, Newbury, RG14 1BA. This e-mail is for the use of the intended recipient only. If you have received this e-mail in error, please notify the sender immediately and then delete it. If you are not the intended recipient, you must not use, disclose or distribute this e-mail without the author's prior permission. We have taken precautions to minimise the risk of transmitting software viruses, but we advise you to carry out your own virus checks on any attachments to this message. We cannot accept liability for any loss or damage caused by software viruses. If you are the intended recipient and you do not wish to receive similar electronic messages from us in future then please respond to the sender to this effect.

Having not heard back from The Secretary of State for Housing, Communities and Local Government. Liam Sheppard followed on Thursday 11th June 2026:

The email can be found here:

RE: Newbury Business Improvement District Community Interest Company - I...

Summarize

LS Liam Sheppard
To: NDR@communities.gov.uk
Cc: [Joseph Holmes](#)

Reply Reply All Forward Thu 11/06/2026 14:53

Dear Secretary of State for Housing, Communities and Local Government,

I hope this email finds you well.

I'm writing to you under the BID regulations 2004, SI 2004/2443, reg 3(2).

I'm following up on the email below sent on 15th May 2026 and would be grateful if you could inform me that you have been properly notified as required by the regulations.

Yours sincerely,
Liam Sheppard



Liam Sheppard MSc
BID Manager
Newbury BID
[visitnewbury.org.uk](https://www.visitnewbury.org.uk)
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Newbury Business Improvement District is a limited company registered in England and Wales. Registration number: 6977701. Registered office: Broadway House, 4-8 The Broadway, Newbury, RG14 1BA. This e-mail is for the use of the intended recipient only. If you have received this e-mail in error, please notify the sender immediately and then delete it. If you are not the intended recipient, you must not use, disclose or distribute this e-mail without the author's prior permission. We have taken precautions to minimise the risk of transmitting software viruses, but we advise you to carry out your own virus checks on any attachments to this message. We cannot accept liability for any loss or damage caused by software viruses. If you are the intended recipient and you do not wish to receive similar electronic messages from us in future then please respond to the sender to this effect.

On 18th June 2026, confirmation was received from NDR@communities.gov.uk.
A copy of the email can be found below:

RE: Newbury Business Improvement District Community Interest Company - Intention to hold Ballot - Private and Confidential

 NDRUSER <NDR@communities.gov.uk>
To:  Liam Sheppard;  NDRUSER
Cc:  Joseph Holmes

 Summarize
 Reply  Reply All  Forward  
Thu 18/06/2026 12:52

OFFICIAL

Good afternoon,

Apologies for the delay in receiving a response. This is confirmation that we have received the necessary notification from you regarding this BID ballot.

Best regards,
Rory

The following letter was attached as a PDF copy to the email sent above on 15th May 2026:

DRAFT

Newbury BID CIC
4-8 The Broadway
Broadway House
RG14 1BA

T 01635 885055
E info@newburybid.com



The Rt Hon Steve Reed,
The Secretary of State
Ministry of Housing, Communities and Local Government
2nd Floor, Fry Building
2 Marsham Street
London SW1P 4DF
NDR@communities.gov.uk

15th May 2026

Dear Secretary of State,

Newbury Business Improvement District Community Interest Company: Intention to hold a ballot on 11th September 2026

I write to you under the BID Regulations 2004, SI 2004/2443, reg. 3(2). Please accept this letter as being the 84 days notification required of the intention to request the billing authorities to put the BID proposal to ballot. I am also sending this to West Berkshire Council as the relevant billing authority.

Name of BID: Newbury Business Improvement District Community Interest Company

Name of Billing Authority: West Berkshire Council

Contact Details:

Liam Sheppard
BID Manager
Newbury Business Improvement District Community Interest Company

Timeline:

Proposed start date of ballot: **11/ 09 / 2026**
Proposed final day of ballot: **08/ 10/ 2026**
Proposed term start date of: **01 / 06 / 2027**

If you have any questions, please contact me at the above address. In the meantime, I look forward to receiving your confirmation that you have been properly notified, as required by the Regulations.

Yours sincerely,
Liam Sheppard

BID Manager
Newbury BID CIC
liam@newburybid.com

A Private company limited by guarantee without share capital. Registered No: 06977701
Registered Address: 4-8 The Broadway, Broadway House, Newbury, Berkshire, RG14 1BA

Newbury BID CIC
4-8 The Broadway
Broadway House
RG14 1BA

T 01635 885055
E info@newburybid.com



cc:
Joseph Holmes
Chief Executive Officer
West Berkshire Council
Joseph.Holmes1@westberks.gov.uk

4. Newbury BID 2027-2032 Business Plan

A draft copy of the Newbury BID business plan can be found online here:

<https://visitnewbury.org.uk/newbury-bid-business-plan-2027-2032/>

5. 2027-2032 Budget, including Cashflow, Income, Expenditure, Contingencies and Reserves

A copy of the draft 2027-2032 Budget can be found here:

Income	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	TOTAL
BID Levy (2%)	£316,346	£311,600	£306,926	£302,322	£297,788	£1,534,982
Voluntary Contributions	£8,000	£8,000	£8,000	£8,000	£8,000	£40,000
Commercial Revenue	£8,000	£9,200	£10,580	£12,167	£13,992	£53,939
Total Company Income	£332,346	£328,800	£325,506	£322,489	£319,780	£1,628,921
DESTINATION NEWBURY	£146,500	£150,000	£146,500	£143,000	£141,500	£727,500
SAFER NEWBURY	£70,000	£70,000	£70,000	£70,000	£70,000	£350,000
WORKING FOR NEWBURY	£30,500	£30,750	£31,000	£31,250	£31,500	£155,000
Total BID Project Cost	£247,000	£250,750	£247,500	£244,250	£243,000	£1,232,500
BID Management & Overheads	£61,978	£62,607	£63,243	£63,885	£64,537	£316,250
Contingency (5%)	£15,817	£15,580	£15,346	£15,116	£14,889	£76,749
Total Expenditure	£324,795	£328,937	£326,089	£323,251	£322,426	£1,625,499

The above outlined BID levy collection budget is calculated on a 97% collection rate for each year, reduced by 1.5% each year to account for change of uses and movements in the market.

6. Research and Consultation

Newbury BID's consultation programme included two main elements: BID Breakfast Bites, held between June and October 2025, and the BID Consultation Survey, conducted in December 2025. Newbury BID also held its Annual General Meeting in January 2026, where key findings were discussed. Talk of the Town meetings were also held which allow for BID businesses and key stakeholders to receive important updates from the BID and discuss current issues and future plans. There are also on going conversations/consulting with businesses through one to one's, ambassador engagement and events/stakeholder meetings.

6.1. BID Breakfast Bites

From June 2025 to November 2025, a monthly BID networking event named 'BID Breakfast Bites' was organised. This monthly session took place at Corn Exchange Café Bar from 19th June 2025 to 16th October 2025 and allowed for businesses to share feedback with the BID team on current issues as well as future planning for 2027-2032. BID Breakfast Bites was regularly promoted to BID businesses through Newbury BID's monthly B2B newsletter which is sent on the first Friday of the month and hosted on the Newbury BID news page. A copy of [June 2025 newsletter](#) shows inclusion of the event below:



BID Breakfast Bites: 19th June

Why not come and chat to the BID Team
at the Corn Exchange from 10am to
11.30am?

We will be there to listen to your concerns
and update you on our plans and
aspirations for the town centre – every
business or group is welcome to join us
and it will be a great opportunity to meet
face to face.

6.2. BID Consultation Survey

In December 2025, a BID Consultation Survey was conducted with the aim of the survey to better understand the priorities of BID businesses for the years 2027-2032.

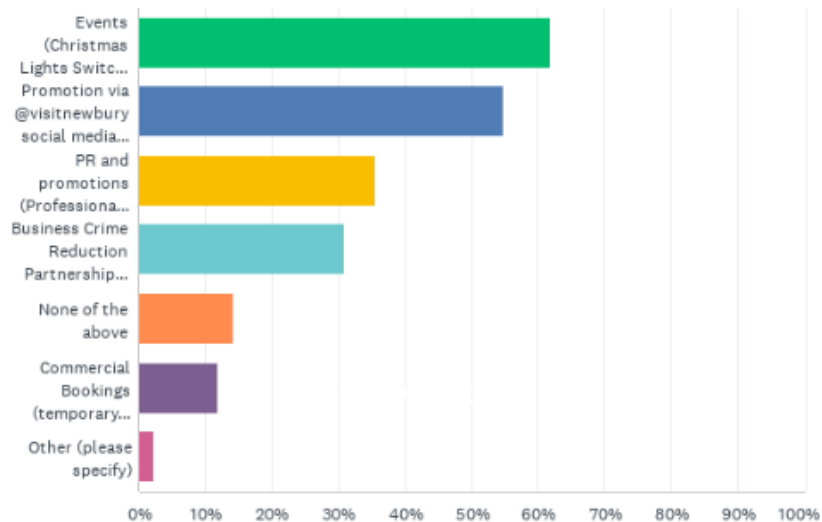
The Survey commenced on 1st December 2025, with the survey being available in both physical and paper copies. Paper copies of the survey were hand delivered by the BID team to all BID businesses in the Newbury BID area between 1st December and 12th December 2025. A link to a digital version of the survey were emailed to all BID businesses through our newsletter: <https://mailchi.mp/newburybid/novdec2025b2b>

In total, 42 full responses were received. This represents feedback from 8% of BID levy paying businesses.

Overall, of those who responded, 80% of BID businesses said that they would support the continuation of Newbury BID into 2027-2032. Most BID businesses' preferred method of communication was either through email or in-person visits and the overall majority of those surveyed felt that there was enough communication from the BID team.

A key part of the survey was to understand the initiatives and priorities to include in the BID Business Plan for 2027-2032. Question 25 of the survey asked the following: 'which of the following Visit Newbury initiatives do you value most? (select up to 3').

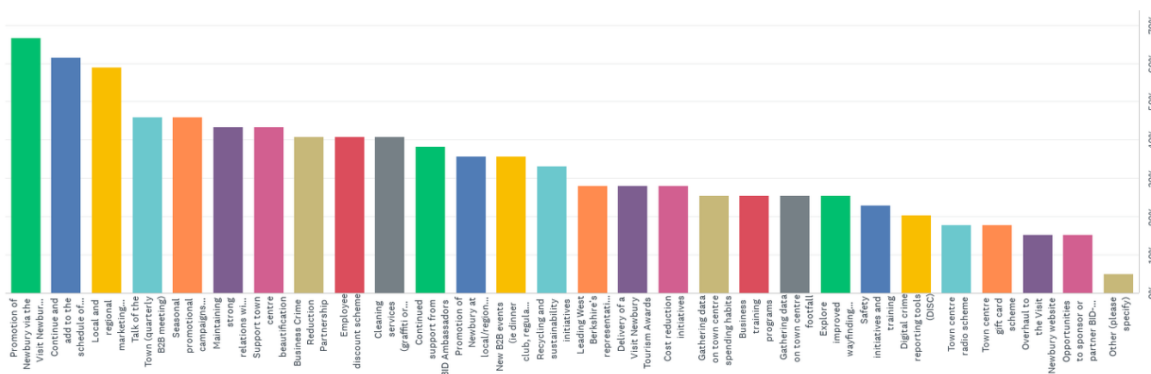
Q25 Which of the following Visit Newbury initiatives do you value most? (Select up to 3)



As demonstrated by the graph above, results showed that events, promotion via Visit Newbury and PR and promotions were received most favourably by the BID businesses questioned. This demonstrates that the Visit Newbury social media brand and marketing have been working well to promote both the town centre as a destination, as well as to promote businesses to potential customers.

Moving forward, question 37 focused on the projects or services which businesses would like for the BID team to consider.

Q37 What projects or services would you like Newbury BID to consider in the next 5 year term?



Similarly to the previous response, 'marketing Newbury' had a strong response with businesses, as well as the 'Promotion of Newbury via the Visit Newbury website' and 'Local and Regional Marketing Campaigns'. Maintaining Strong Relationships with Town Centre Stakeholders and Business Crime Reduction Partnerships were also mentioned strongly and featured in the top eight priorities from those surveyed.

From the above consultation with businesses, as well as discussing with them regularly on patrol routes, the BID business plan (2027-2032) has been created with the following vision in mind;

“Championing a truly exceptional market town that continues to deliver above and beyond for businesses, locals and visitors.”

This vision will be delivered through the following three pillars:

DESTINATION Newbury – Positioning Newbury as ‘must-visit’ destination through our Visit Newbury social media brand and the newly formed Berkshire Local Visitor Economy Partnership (LVEP). Encouraging new visitors and growing local engagement through unique events and trails, and through supporting other locally organised events taking place in Newbury town centre.

SAFER Newbury – Fostering a safe and welcoming environment for all town centre businesses. Supporting the fight back against retail crime and reducing anti-social behaviour through BID Ambassadors. Representation in safer initiatives including Shopwatch, Pubwatch and Safe Spaces.

WORKING FOR Newbury – Maintaining strong relationships with businesses, local authority and community groups with the aim of encouraging and facilitating larger projects to enhance Newbury town centre. Helping to create a clean and beautiful town centre through Community Clean Ups.

Destination Newbury

£727,500 planned investment over 5 years

Visit Newbury

Newbury is a beautiful market town that punches well above its weight for things to see and do.

With a packed annual calendar of community events, countless tourist destinations and a vibrant town centre, we’ll be championing Newbury as a real ‘must-visit’ destination through our Visit Newbury brand.

In a new term, we’ll continue to use our organic social media following and top ranking website to highlight everything taking place in Newbury, while championing local businesses and the town as a destination.

We will also be looking to reach brand new audiences through a number of different channels, including targeted marketing campaigns designed to reach potential visitors across a range of different ages, interests and demographics.

Free events and trails

We will continue to deliver regular, free-to-attend community events designed to encourage people out of their homes and into Newbury town centre.

Newbury BID will continue to organise Newbury’s annual Christmas Lights Switch On, regular themed markets, and seasonal trails and initiatives throughout the year.

In addition, we will look to explore additional cost- effective activations where opportunities arise.

Visit Berkshire

Over the last year we have been working very closely with partners across the county to launch the new Visit Berkshire brand (@visitberkshireuk), celebrating the very best of the Royal County and all it has to offer.

This collaborative project gives us access to a much wider audience by being able to celebrate Newbury as a tourist destination to national and international tourists.

We will be working to ensure that Newbury and West Berkshire's brilliant destinations and rich history are a big part of the story as this new brand continues to grow.

A beautiful town centre

When people visit, we want Newbury to look its absolute best. We will continue to organise the town centre's annual Christmas Lights and Christmas Tree, and regular Community Clean-Ups to help keep areas around looking clean and tidy.

We are also exploring opportunities further beautification like seasonal bunting, murals, window displays, lamppost banners and more!

Safer Newbury

£350,000 planned investment over 5 years

BID Ambassadors

Newbury BID funds the town centre ambassador scheme, and successful vote will allow us to expand the scheme to 7-day cover, adding a second member of staff to cover Tuesdays and Wednesdays.

Our BID Ambassadors will continue to work to support our levy-paying businesses, while acting as a deterrent to shoplifters and anti-social behaviour, and as a friendly face for visitors. Our BID Ambassadors will also be fully trained in supporting vulnerable people through the Safe Spaces scheme.

Pubwatch & Shopwatch

Newbury BID will be taking the lead on a new Shopwatch scheme, which we will set up to help support retailers and the day-time economy, based on best practice from the town's successful Pubwatch scheme.

Newbury BID will continue to support and manage Pubwatch, working to facilitate conversation between hospitality businesses and local stakeholders including West Berkshire Council Licensing and Thames Valley Police.

Town centre CCTV system

Newbury BID helps to manage the town centre CCTV system, recently securing funding from the Police and Crime Commissioner's Office to add two new cameras and upgrading the entire

system. The upgrades went live in summer 2026 and we will continue to support this essential system throughout a new term.

Newbury Town Centre Radio Scheme

To support our efforts in fighting back against town centre crime and anti-social behaviour, all businesses have access to radios through a Newbury Town Centre radio scheme, subsidised by Newbury BID.

The radio scheme is fully logged, and allows immediate access to BID Ambassadors, Thames Valley Police and most importantly, to other local businesses.

DISC information-sharing

All businesses have free access to Thames Valley Police's preferred crime information-sharing system, DISC.

Newbury BID funds access to DISC so that all BID businesses can be aware of local crime trends, access a list of banned persons via the Shopwatch and Pubwatch schemes, and to quickly report any criminal activity within town centre businesses to ensure local crime is not underreported.

Working for Newbury

£155,000 planned investment over 5 years

The voice of the business community

Newbury BID represents all businesses within the BID Area, and operates to a business plan formed directly from collective feedback from BID businesses throughout 2025/2026.

We are here to represent businesses, support and assist with any business concerns, and we can leverage our strong relationships with local stakeholders to help address any local concerns as quickly and effectively as possible. Newbury BID acts as the business community's voice on the local stage.

Stakeholder engagement

We work closely with Thames Valley Police, West Berkshire Council, Newbury Town Council and many local charities and community organisations, with a goal of encouraging and facilitating larger projects that will enhance the town, encourage footfall, and ensure a vibrant town centre which people want to work in and visit.

Supporting local events

Newbury thrives throughout the year with so many free community events organised by a variety of different groups. We help to facilitate so many events like these, and are always looking for more opportunities to support new, unique events - by helping the organisers navigate the rules and regulations and with event promotion, to ensure safe and successful events that everyone can enjoy.

Regular updates

As we sit in the centre of the business community, we will continue to keep businesses up-to-date with everything going on in Newbury town centre through monthly B2B email updates, quarterly Talk of the Town meetings, and on an ad-hoc basis whenever there is important news to share that may impact how business owners and managers choose to operate their business.

Following feedback, we are looking to introduce new B2B networking opportunities, allowing local businesses to connect and work more closely together.

Training and support

The business world can change rapidly, and keeping staff skills up-to-date in a timely manner can be challenging and expensive, especially for smaller companies.

In the new BID term we will be providing more training opportunities for staff working in the town centre by tapping into resources available to us through our suppliers and trade bodies.

Below is a draft copy of the Operating agreement between Newbury BID CIC and West Berkshire Council -

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

[DRAFT]

Date:

[DATE OF DATE] 2026

OPERATING AGREEMENT

between

Newbury Business Improvement District Community Interest Company

and

West Berkshire Council

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Schedule 1 The BID Area Map

Schedule 2 The BID Levy Rules

Schedule 3 Data Protection

OPERATING AGREEMENT

Dated: [•] day of [•] 2026

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 1BA (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. **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures** mean as defined in the Data Protection Legislation.
- 1.16. **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.
- 1.17. **Demand Notice** has the meaning ascribed by paragraph 3 of Schedule 4 of the Regulations.
- 1.18. **Enforcement Action** means action to recover outstanding BID Levy.
- 1.19. **Financial Year** means the period of 1 June to 31 May.
- 1.20. **Hereditament** means as defined in the Regulations.
- 1.21. **Liability Order** means an order obtained from the Magistrates Court.
- 1.22. **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 Officer (or a representative nominated by the Chief Executive Officer) on behalf of the BID Company.
- 1.23. **Newbury BID** has the same meaning as BID in this agreement.
- 1.24. **NDR** means Non-domestic rates under the Local Government Finance Act 1988.
- 1.25. **Operational Date** means the date on which the BID Proposal comes into force.

- 1.26. **Personal Data** means as defined in the Data Protection Legislation.
- 1.27. **Public Meeting** means the meeting to be held of all BID Levy Payers pursuant to regulation 18(1)(a)(ii) of the Regulations.
- 1.28. **Quarterly Monitoring Report** means a report to be prepared by the Council after the end of each three-month quarter which details the following:
- 1.28.1. the amount of BID Levy collected in the relevant quarter; and
 - 1.28.2. the amount of BID LEVY outstanding in the relevant quarter (further information may be disclosed subject to the absolute discretion of the Council and compliance with any applicable Data Protection Legislation).
- 1.29. **Regulations** means the Business Improvement Districts (England) Regulations 2004 and such amendment thereto from time to time.
- 1.30. **Report** means a report for each BID Financial Year to be prepared by the BID Body which details the following:
- 1.30.1. the total income and expenditure of the BID Levy;
 - 1.30.2. the various initiatives and schemes upon which the BID Levy has been expended by the BID body; and
 - 1.30.3. recommendations for the operation of the BID for the following financial year.
- 1.31. The headings appearing in this agreement are for ease of reference only and shall not affect the construction of this agreement.
- 1.32. 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.
- 1.33. References to the Council include any lawful successors to its function as the billing authority for the purposes of the BID.
- 1.34. 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 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 and in each Financial Year, the Council shall:
 - 4.1.1. calculate the BID Levy due from each BID Levy Payer in accordance with the BID Levy Rules.
- 4.2. As soon as reasonably practicable following the Operational Date and the end of each Financial Year (save for the last Financial Year of the BID Term), the Council shall confirm in writing to the BID Company details of the occupiers in the BID Area solely for the purposes set out in Schedule 3 and the Council does not consent to the BID Company appointing any third party processor of Personal Data under this agreement.
- 4.3. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 4.3 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 4.4. The parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and the BID Company is the Processor.
- 4.5. Without prejudice to the generality of clause 4.3, the BID shall comply at all times with the provisions in Schedule 3 Part 1 and Schedule 3 Part 2 (which sets out the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of Personal Data and categories of Data Subject).

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 2032 (together with any interest accruing on that amount if any) on 30th September 2032.
- 5.7. The BID Company shall issue to the Council a valid VAT invoice for the payment of the sums due

pursuant to clause 5.4 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.

- 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 by the Council. 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 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 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 (i) it considers the request to be reasonable and (ii) the request does not require the disclosure of any unredacted Personal Data, or the Council 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 1BA.

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 Officer (or a representative nominated by the Chief Executive Officer) 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:

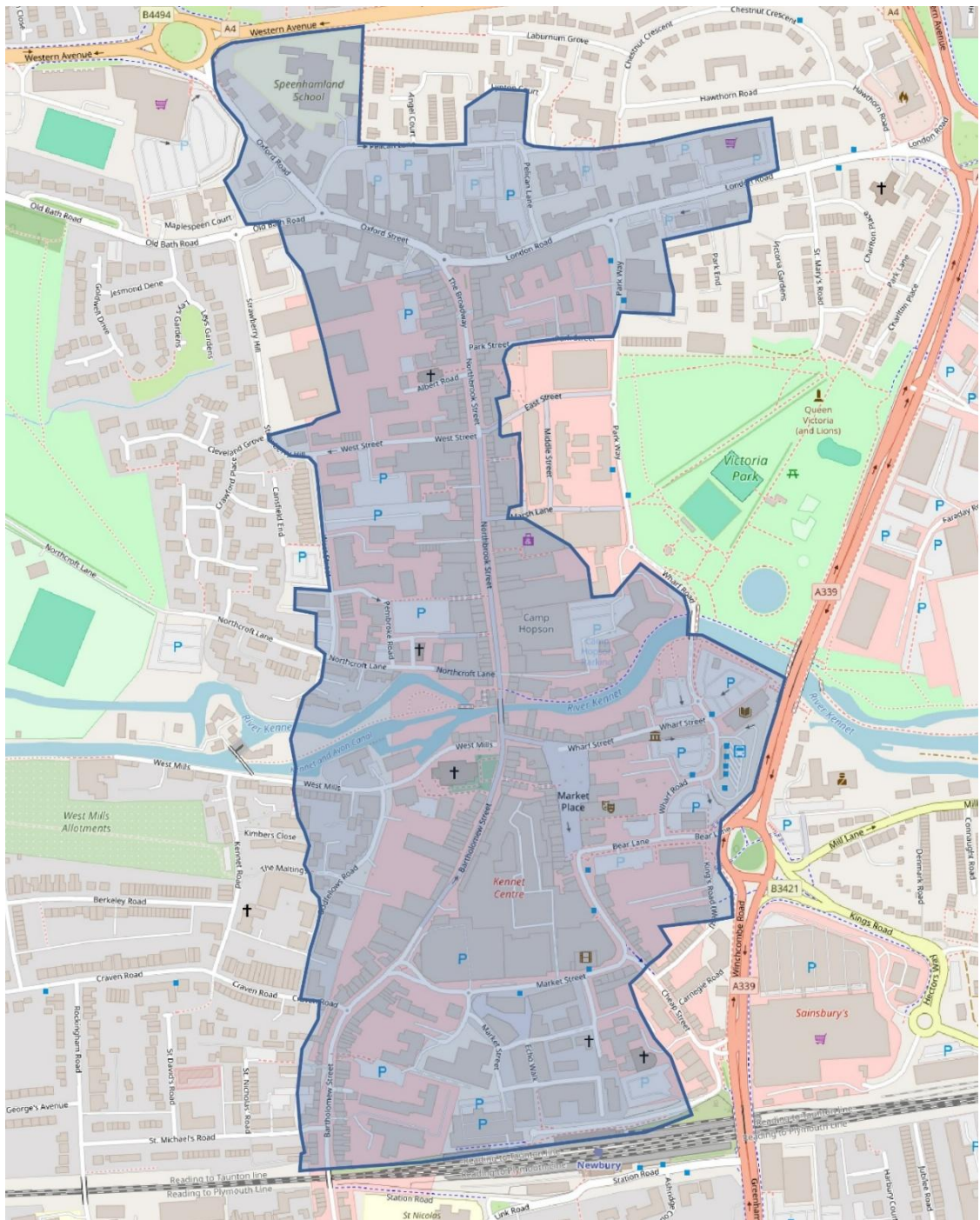
Schedule 1 – The BID Area

The BID area covers the main commercial districts in Newbury town centre, running from Bartholomew Street at the south side of Newbury, encompassing all of Northbrook Street and Market Place, and up to the town centre's northern border with Western Avenue. The following streets are included in the Newbury 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
- Inch's 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
- Weavers Yard
- West Mills
- West Street
- The Wharf
- Wharf Road
- Wharf Street

Find the area map on the below page;



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 2027 to 31 May 2032.
- 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 or phone mast.

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 2027 – 31 May 2028;
 - 1 June 2028 – 31 May 2029;
 - 1 June 2029 – 31 May 2030;
 - 1 June 2030 – 31 May 2031; and
 - 1 June 2031 – 31 May 2032).
- 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 The BID Levy rate will be fixed at 2% of the rateable value for the duration of the BID Term.
- 7 The BID Levy will be rounded to the nearest penny (N.B. £0.005 will be rounded up to £0.01).
- 8 New Hereditaments added to the Rating List after 1st June 2027 will be levied at 2% of rateable value from the 1st June in the first Financial Year after they are added to the Rating List.
- 9 How the amount of BID Levy is to be calculated cannot be altered during the BID Term without an alteration ballot.
- 10 The BID does receive additional contributions from voluntary sources, for example, from councils, businesses outside the BID area or grants.

Section C

Persons/Organisations Liable for the BID Levy:

- 10 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").

- 11 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.
- 12 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.
- 13 There will be no refunds given for retrospective years because of successful rateable value appeals but changes in values will be reflected by a corresponding change to the levy for the year in which notification is received and for subsequent years.
- 14 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.

Section D

BID Levy Allowances:

- 15 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.
- 16 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.
- 17 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.
- 18 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.

Collection of the BID Levy:

- 19 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.
- 20 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.
- 21 The BID Company may authorise refunds to BID Levy Payers, as appropriate.
- 22 The BID Company may authorise write-offs, as appropriate.

Schedule 3 – Data Protection Obligations

Part 1

1 The BID Company shall, in relation to any Personal Data processed in connection with the performance by the BID of its obligations in relation to the BID Area:

- (a) process that Personal Data only for the purposes of performing services to facilitate delivery of the BID Proposal in accordance with the BID Arrangements;
- (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the UK;
- (e) comply with reasonable instructions notified to it by the Council with respect to the processing of the Personal Data;
- (f) assist the Council in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (g) notify the Council without undue delay on becoming aware of a Personal Data Breach;
- (h) delete or return Personal Data and copies thereof to the Council on termination of this agreement;
- (i) maintain complete and accurate records and information to demonstrate its

compliance with this Schedule 3.

Schedule 3 - Processing, Personal Data and Data Subjects

Part 2

Scope: For the performance by the BID of its obligations in connection with the delivery of the BID Proposals in accordance with the BID Arrangements in relation to the BID Area.

Nature and Purpose of Processing: The collection, recording, storage, retrieval, consultation, use, erasure or destruction of data relating to the identity of the BID Levy Payers in order to facilitate performance by the BID Company of the BID Proposals as described in the Scope.

Duration: The term of this agreement (and such data is to be dealt with in accordance with Schedule 3 Part 1 paragraph 1(h) at the end of the term of this agreement).

Types of Personal Data: Such personal data as may be comprised in the details of the BID Levy Payers and such ancillary information as the Council may choose at its discretion to disclose to the BID Company in connection with the scope

Categories of Data Subject: BID Levy Payers

Schedule 4 – 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 885055 (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 of Directors, made up of representatives from levy paying businesses and key town centre stakeholders, who all operate in a voluntary capacity. Each Director represents the sector in which they do business.
- 5 The BID Board meets monthly and is responsible for ensuring the BID meets its objectives. It is a requirement that Directors have all the necessary skills and knowledge to successfully drive the operational side of Newbury BID.
- 6 BID directors will meet at least 6 times per year and assume responsibility for legal, governance, finance, procurement, and human resources.
- 7 Any levy payer is eligible to become a member of the BID Company and can then be put forward to serve as a Director of the BID. These positions are unpaid and voluntary.
- 8 One of the Directors will be voted in as Chair. The Chair of the Board will be voted for by the Directors.
- 9 Additional representatives from the local business community and key town centre stakeholders can request to join the BID Board operating as Non-Executive Directors of Newbury BID CIC.
- 10 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 when deemed appropriate by the BID Board of Directors.
- 11 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 annual review.
- 12 The BID will be run by a small team of salaried staff led by a BID manager. All staff are accountable to the BID Board.
- 13 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.
- 14 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.
- 15 The baseline level of services provided by statutory authorities, such as the Council, will be available on our website. These levels will be monitored to ensure the BID only funds initiatives in addition to, or to a level over and above, baseline levels.
- 16 The board will have the flexibility to modify or adjust projects and services each year in response to changing economic conditions or new opportunities, always prioritising the interests of the levy payers without needing an alteration ballot.
- 17 Changes to the BID boundary and/or levy rate proposals, would require an alternation ballot.

Schedule 5 – Ballot Rules

- 1 Ballot papers will be issued on 8th September 2026.
- 2 The ballot will run for 4 weeks from Thursday 11th September 2026 ending on Thursday 8th October 2026. The ballot result will be announced on Friday 9th October 2026 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 11th August 2026 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 11th August 2026.
- 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 6 – 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.

West Berkshire Council at the time of writing are in legal discussions internally regarding Baseline Statements. These will be available as soon as copies of draft Baseline Statements are received.

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