

DATED

2021

THE LONDON BOROUGH OF BEXLEY

AND

BEXLEYHEATH BUSINESS PARTNERSHIP LIMITED

**BASELINE AGREEMENT FOR PROVISION
OF STANDARD SERVICES**

DRAFT

Contents

- 1 Definitions
- 2 Statutory Authorities
- 3 Commencement
4. The Council's Obligations
- 5 Monitoring and Review
- 6 Joint Obligations
- 7 Licence
- 8 Termination
- 9 Confidentiality and Freedom of Information
- 10 Notices
- 11 Miscellaneous
- 12 Exercise of the Council's Powers
- 13 Contracts (Rights of Third Parties)
- 14 Arbitration

SCHEDULE 1 – The Standard Services [TO BE SUPPLIED POST BALLOT]

SCHEDULE 2 – BID Area

SCHEDULE 3 – CCTV Map and camera locations [TO BE SUPPLIED POST BALLOT]

BASELINE AGREEMENT FOR PROVISION OF STANDARD SERVICES

THIS AGREEMENT is made the _____ day of _____ 2021

BETWEEN

(1) **THE MAYOR AND BURGESS OF THE LONDON BOROUGH OF BEXLEY** ("the Council") of Civic Offices, 2 Watling Street, Bexleyheath Kent DA6 7AT;

and

(2) **BEXLEYHEATH BUSINESS PARTNERSHIP LIMITED** ("the BID Company") registered as a company limited by guarantee having no share capital in England with company number 07398915 whose registered office is at Management Suite, Broadway Shopping Centre, Bexleyheath, England, DA6 7JN

RECITALS:

- A. The Council is the local authority for the purposes of the Local Government Act 2003 and is responsible for providing the Standard Services within the BID Area;
- B. The BID Company is responsible for the management and operation of the BID and for achieving the objectives and aspirations set out in the BID Proposal;
- 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 HEREBY AGREED:

1. Definitions

- 1.1 In this Agreement, except where the context otherwise requires the following expressions shall have the meanings hereby ascribed to them:

Additional Service(s) means those service(s) that the BID Company may procure from time to time in accordance with the provisions of Clause 4 of this Agreement, which are in addition to the Standard Services and are subject to an Additional Service(s) Agreement;

Additional Service(s) Agreement(s) means an agreement entered into between the BID Company and an Additional Service Provider for the provision of services within the BID Area, which are additional to, but are similar types of services to, the Standard Service(s) and the procurement of which Additional Services Agreement(s) and the terms of such Additional Service(s) Agreement(s) must comply with Clause 4 of this Agreement;

Additional Service Provider means the provider of an Additional Service;

Ballot Result Date means 16th July 2021, being the date upon which a successful ballot result has been declared in favour of putting in place the BID Arrangements;

Best Value Duty means the duty imposed on the Council by Section 3 of the Local Government Act 1999;

Best Value Indicators means the best value data compiled by the Council as a result of carrying out its Best Value Duty;

Best Value Review means the Best Value Review or equivalent to be carried out by the Audit Commission to assess the performance of the Council;

BID Area means that area within which the BID operates as edged red in the plan attached to this Agreement as Schedule 2;

BID Arrangements has the same meaning as provided in Section 41 of the Local Government Act 2003;

BID means the Business Improvement District, which is managed and operated

by the BID Company;

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

BID Levy Payers means the hereditaments liable for paying the BID Levy;

BID Proposal means the plan voted for by the BID Levy Payers, which sets out the objectives of the BID;

BID Term 1st October 2021 to 30th September 2026;

Failure Notice means a notice served by the BID Company which:

- (a) sets out the Standard Service to which the notice relates to;
- (b) states the manner in which the Standard Service is not being provided; and
- (c) requests the Council to liaise directly with the provider or contractor for the purposes of securing performance of the Standard Service including enforcement of the obligations imposed on the provider or contractor by their contract with the council;

Operating Agreement means the agreement between the Council and the BID Company which sets out various procedures for the collection, monitoring and enforcement of the BID Levy;

Managing the Broadway Agreement means the agreement to be entered into between the Council and the BID Company which sets out various procedures for the renting of promotional and trading areas in the BID area.

Proposals means the plan voted for by the BID Levy Payers in a ballot which sets out the objectives of the BID and identifies the various projects which will be undertaken using funds raised by the BID Levy and/or Voluntary

Contributions to achieve those objectives and Renewal Proposals has the same meaning save that 'ballot' shall be replaced with 'renewal ballot' and Alteration Proposals has the same meaning save that 'ballot' shall be replaced with 'alteration ballot';

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);

Standard Services means those services which are provided by the Council within the BID Area as set out in Part 1 of Schedule 1 which identifies those services which it is required to undertake as part of its statutory function as a Local Authority and Part 2 of Schedule 1 which identifies those services undertaken which are additional services to those it is required to provide as part of its statutory function;

Standard Services Review Panel means the panel to be set up consisting of 3 officers of the Council, each of whom must have authority to make decisions on behalf of the Council, and 3 representatives from the BID Company or such other numbers as the parties may agree;

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

- 1.2 Where reference is made to a Clause, Part, or Recital such reference (unless the context requires otherwise) is a reference to a clause, part, plan, or recital attached to this Agreement.
- 1.3 References to the Council shall include any successors to its functions as a local authority.

1.4 References to Acts of Parliament or to any Order, Regulation, Statutory Instrument or the like shall be deemed to include a reference to any amendment or re-enactment of the same.

1.5 This Agreement, and issues or disputes arising out of or in connection with it (whether such disputes are contractual or non-contractual in nature, such as, but not limited to, claims in tort, for breach of statute or regulation) shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

2. Statutory Authorities

2.1 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 and Continuation Requirements

3.1 This Agreement shall take effect as from 1 October 2021 and in any event shall determine and cease to be of any further effect in the event that:-

3.1.1 the BID Company fails to secure approval of the Proposals, Renewal Proposals or Alteration Proposals in a ballot, renewal ballot, alteration ballot or rebalot;

3.1.2 the Secretary of State declares void a BID ballot, renewal ballot, alteration ballot or rebalot;

3.1.3 the Council exercises its veto and there is no successful appeal against the veto;

3.1.4 the BID Term expires save where the BID Company secures approval of Renewal Proposals in a renewal ballot or Alteration Proposals in an alteration ballot or Proposals in a rebalot in which event this Agreement

shall continue until the expiry of the BID Term set out in the Renewal Proposals, Alteration Proposals or the Proposals set out in the rebalot provided, in relation to Renewal Proposals and Alteration Proposals, the Council and the BID Company both consent to such continuation;

3.1.5 the Council exercises its discretion to terminate the BID Arrangements in exercise of its powers under Regulation 18 of the Regulations;

3.1.6 the parties terminate this Agreement pursuant to Clause 8 of this Agreement.

4. The BID Company's Obligations

4.1 Subject to the BID Company complying with the remainder of this Clause 4, the BID Company shall be free to procure an Additional Service from any Additional Service Provider as selected by the BID Company on such terms, including as to the specification, as the BID Company determines.

4.2 Notwithstanding Clause 4.1 above, if the BID Company wishes to procure any Additional Service(s) in relation to CCTV or any Additional Service(s) in relation to highway maintenance it shall, prior to commencing any procurement for such Additional Service(s), consult with the Council as to such Additional Service(s) and in every respect comply with current legislative requirements.

4.3 Within 20 working days following the end of the consultation referred to in Clause 4.2 above, the Council shall provide the BID Company with a specification for the Additional Service that ensures the Additional Service is compatible with the Council's existing provision and any statutory obligations, together with a quotation for the provision of such Additional Service by the Council or the Council's appointed contractor for such Additional Service PROVIDED THAT in the case of specialist Additional Services the Council may request a period longer than 20 working days and the Company acting reasonably will agree to such request

- 4.3.1 The BID Company shall be free to reject any quotation provided by the Council pursuant to Clause 4.3 above, and to instead procure its own provider for the Additional Service but if such quotation is rejected the BID Company shall ensure that any alternative provider is appointed strictly on the basis that they are required to comply with the specification for the Additional Service provided by the Council pursuant to this Clause 4.3 above and that any such provider cooperates with the Council and/or the Council's appointed contractor for such Additional Service in the operation of the Additional Service.
- 4.3.2 If, pursuant to Clause 4.3.1 above, the BID Company procures additional CCTV equipment from a provider other than the Council, the BID Company agrees to ensure that all work required to link such additional CCTV equipment so purchased into the Council's CCTV equipment is performed by the Council's appointed contractor only and the BID Company agrees that it shall be liable to the Council for all costs reasonably incurred in such linking.
- 4.4 Subject to Clause 4.2 and Clause 4.3 above, all Additional Services required by the BID Company shall be procured on the following basis:
- 4.4.1 For contracts for any Additional Service(s) with a Net Value up to £10,000 the BID Company shall obtain at least one verbal or written quotation;
- 4.4.2 For contracts for any Additional Service(s) with a Net Value between £10,001 and £50,000 the BID Company shall obtain at least one verbal or written quotation and the BID Company shall use its discretion as to whether additional quotations should be obtained having regard to relevant factors that should be taken into account including but not limited to, an
- (a) externally imposed time limit; and
 - (b) the subject matter or availability of the supplies, services, works or utilities in question.

The BID Company shall record in writing the process used to determine the number of quotations obtained and the reason for selecting organisations to quote. Such records shall be retained for a minimum of 6 years from the date of recording.

- 4.4.3 For contracts for any Additional Service(s) with a Net Value between £50,001 and £150,000 the BID Company shall arrange for not less than 3 written quotations to be obtained from appropriate organisations. In determining the appropriate organisations from which quotations are to be obtained the BID Company shall take into account the subject matter of the contract and any other considerations which in the reasonable opinion of the BID Company are appropriate. The BID Company shall record the reason for selecting the particular organisations to quote. Such records shall be retained for a minimum of 6 years from the date of recording.
- 4.4.4 For contracts for any Additional Service(s) with a Net Value of £150,001 and above the BID Company shall undertake a full open competitive procedure in accordance with all current UK legislation pertaining to procurement of contracts.
- 4.5 The BID Company shall not split purchases to fall below the thresholds set out in this Clause 4 and/or extend and/or vary existing contracts so that the total value of the contract for its duration exceeds these thresholds.
- 4.6 For all purchases the BID Company shall select a provider from the potential providers on the basis of:

4.6.1 overall value for money and suitable skills and experience; and

4.6.2 its equal opportunities obligations; and

in making the selection of the provider shall use a fair and documented decision-making process and take account of public sector accountability and probity.

4.7 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 Additional Service(s).

4.8 In the event that the BID Company intends to change the Additional Service(s) the BID Company shall serve notice on the Council for the purposes of arranging a meeting of the Standard Services Review Panel and at such a meeting the BID Company shall consult with the Council in respect of the intended change to the Additional Service(s).

4.9 The BID Company shall to the best of its endeavours ensure that the terms of any Additional Service(s) Agreement(s) require the Additional Service Provider to do the following:

4.9.1 Produce prior to commencement of an Additional Service certificates of insurance showing public liability insurance of a minimum of £5 million, employers liability insurance of a minimum of £10 million and, where appropriate for the work being undertaken, professional liability insurance for a minimum of £5 million;

4.9.2 Produce evidence of compliance with all statutory and other provisions to be observed and performed in connection with the Additional Service(s) and, in particular, compliance with the Equality Act 2010 and any other legislation regarding equal opportunities, together with the Health and Safety at Work etc Act 1974, the Control of Substances Hazardous to Health Regulations 1994 (COSHH), the Data Protection Act 1998 and the Freedom of Information Act 2000 and to all and any amendments or

re-enactments, any subsidiary legislation, regulations or future Acts of a similar nature during the term of the Additional Services(s) Agreement;

4.9.3 Cooperate fully with the Council's contractors operating within the BID Area; and

4.9.4 Indemnify the Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Additional Service(s) Provider of the obligations in Clauses 4.9.1, 4.9.2 and 4.9.3 above.

4.10 The BID Company acknowledges that the Council may at any time request access to documents to prove compliance by the BID Company and the Additional Service(s) Provider with the requirements of this Clause 4, but the BID Company agrees that such requirements of the Council in no way confer any liability on the Council for any Additional Service(s) carried out by the Additional Service(s) Provider or for any actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising in relation to the same.

5. The Council's Obligations

5.1 The Council agrees to the following:

5.1.1 to provide the Standard Services within the BID Area at its own cost for the duration of the BID Term;

5.1.2 to not use the BID Levy at any time to either fund or procure the Standard Services;

5.1.3 to 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:

- 5.1.3.1 insufficient funds being available for the specified service identified in Schedule 1 Part 2;
- 5.1.3.2 adverse weather conditions in or affecting the BID Area;
- 5.1.3.3 an excessive number of pedestrians in the BID Area which would impede or inhibit the carrying out of the Standard Services;
- 5.1.3.4 restrictions by the Police as to the persons and/or number of persons permitted access in the BID Area;
- 5.1.3.5 a traffic accident or major spillage in the BID Area;
- 5.1.3.6 marches, parades, festivals and visits by VIPS in or affecting the BID Area where such activities directly impede or inhibit the Standard Services from being provided;
- 5.1.3.7 any other reason in the BID Area or affecting the BID Area beyond the control of the Council

PROVIDED ALWAYS that the Council shall first and, if possible, provide the BID Company with reasonable notice, including, if any, details of how the BID Company can assist in rectifying the problem, in the event that the Council intends, or has been forced, to provide different Standard Services, delayed Standard Services or no Standard Services as a result of any of the reasons mentioned in this Clause 5.1.3 and the Council shall, if possible, endeavour to recommence the Standard Service as soon as reasonably practicable to the same standard as being provided before the change;

- 5.1.4 in the event that the Council is unable to continue to provide all or any part of the Standard Services within the BID Area on account of its being statutorily barred from doing so in respect of any of those Standard Services set out in Part 1 of Schedule 1 or its having insufficient funds to

secure the provision of any of those Standard Services set out in Part 2 of Schedule 1 it shall carry out the following for the BID Company:

5.1.4.1 identify which part or parts of the Standard Services it is unable to provide;

5.1.4.2 provide a detailed explanation of why such identified Standard Service is to be withdrawn; and

5.1.4.3 state the date upon which the Council will cease to operate the identified Standard Service;

5.1.5 to implement such recommendations in the carrying out or provision of the Standard Services as may be made by the Standard Services Review Panel;

5.1.6 within one month prior to a Best Value Review to notify the BID Company informing it of the timescales for carrying out the Best Value Review;

5.1.7 pursuant to Clause 5.1.6 above to review the provision of the Standard Services as part of the Best Value Review process and where appropriate and agreed with the BID Company to update the Standard Services in accordance with the conclusions reached as part of the Best Value Review;

5.1.8 upon receipt of a Failure Notice from the BID Company to:

5.1.8.1 carry out a review of the performance of the contractor or provider of the Standard Service;

5.1.8.2 to use reasonable endeavours to secure the improvement of the Standard Service from the contractor or provider; and

5.1.8.3 in the event of a continued failure by such provider or

contractor to advise the BID Company of the measures to be taken by the Council to rectify the failure as soon as practicable including action to enforce the performance by the provider or contractor of its obligation to the Council.

5.1.9 to use reasonable endeavours to liaise with and (where the Council considers it to be practicable) put in place such partnering arrangements (of a formal or informal nature) with the Additional Service Provider where the Additional Service(s) is of a similar nature to the Standard Service(s) and to liaise with the Additional Service Provider (where appropriate) for the purposes of conducting a Best Value Review.

5.1.10 To ensure that the Council's contractors cooperate fully with any additional service provider operating within the BID Area.

6. Monitoring and Review

6.1 By no later than 7 days from the date of this agreement the Council and the BID Company shall set up the Standard Services Review Panel, the purpose of which shall be to:

6.1.1 review and monitor the carrying out of the Standard Services;

6.1.2 make any recommendations required pursuant to Clause 6.1.1 above to the Council and the BID Company;

6.1.3 review any Failure 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 Additional Services, if required; and

6.1.4 identify the need for any improvement or alteration to the Standard Services.

6.2 By no later than one month from the Commencement of this Agreement the parties shall agree when there will be meetings of the Services Review Panel and there shall be at least two such meetings in each calendar 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 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.

7. Joint Obligations

7.1 Both the Council and the BID Company agree:

7.1.1 for the purposes only of monitoring the Standard Services, to review and take account of any representations or recommendations made to them by the Standard Services Review Panel and take such action as may be appropriate;

7.1.2 to carry out an annual review of the Standard Services to be provided and make such amendments to the level of services as may be required;

7.1.3 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); and

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

8. Licence

8.1 Subject to any statutory provision restricting access to persons other than the Council, the Council hereby grants a licence to the BID Company, its agents or Additional Service Provider to enter onto or upon any land within the BID Area within its control for the purposes of the BID Company its agents or Additional Service(s) 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 entitled to withdraw such licence or restrict the area of the licence in the event that in its reasonable opinion the BID Company, its agents or Additional Service(s) Provider consistently act in such a manner which either 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 service 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.

9. Termination

9.1 This Agreement shall be terminated upon any of the following occurring:

9.1.1 the expiry of the BID Term provided that, in the event the BID is renewed after the BID Term, this Agreement shall, subject to the consent of both parties and any variations they may agree in writing, continue to remain in force and of full effect;

9.1.2 the early Termination of the BID and the giving of relevant notices as required by the Regulations and the Operating Agreement; or

9.1.3 the agreement of both parties.

9.2 The Council may terminate this Agreement on the following basis:

9.2.1 in the same circumstances in which it may terminate the BID Arrangements under Regulation 18 of the Regulations;

9.2.2 in the event that the BID Company commits a serious and irremediable breach of this Agreement; and

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

9.3 The Bid Company may terminate this agreement on the following basis:-

9.3.1 in the event that the council commits a serious and irredeemable breach of this agreement; and

9.3.2 in the event that the Bid Company terminates the Operating Agreement.

10. Confidentiality and Freedom Of Information

10.1 Both the Council and the BID Company agree to keep confidential and not to divulge to any person without the prior written consent of the other party all information (written or oral) concerning the business affairs of the other nor any information which has been exchanged about the BID Levy Payers or about other third parties which it shall have obtained or received as a result of operating the BID. This obligation shall survive the termination or lapse of the provision of the BID.

10.2 The BID Company acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 ("the FOIA") and other statutory requirements and the BID Company agrees to assist and co-operate with the Council to enable the Council to comply with its obligations under the FOIA.

10.3 The BID Company acknowledges that notwithstanding Clause 10.1 above any information the BID Company or the Council deem confidential is indicative only of the status of such information and that the Council may nevertheless disclose such information if required in compliance with its obligations under the FOIA.

10.4 The BID Company shall: -

10.4.1 transfer to the Council any Request for Information (as defined in the FOIA) received as soon as practicable after receipt and in any event within 4 working days of receiving such Request for Information;

10.4.2 provide the Council with a copy of all Information (as defined in Section 84 of the FOIA) in its possession or power in the form that the Council requires within 8 working days (or such other period as the Council may specify) of the Council requesting that Information; and

10.4.3 provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a Request for Information within the time for compliance set out in Section 10 of the FOIA.

10.5 Notwithstanding Clause 10.1 above, the Council shall be responsible for determining at its absolute discretion whether the Information is exempt from disclosure or the Information is to be disclosed in response to a Request for Information.

11. Notices

11.1 Any notice or other written communication to be served or given to or upon any party under this Agreement shall be in writing and shall be sufficiently served if served personally on the addressee, or if sent by prepaid first class recorded delivery post or facsimile transmission to the address provided for above or such substitute address in England as may from time to time have been notified by that party to the other.

11.2 Any notice served in accordance with Clause 11.1 above shall, subject to proof to the contrary, be deemed to have been received by the addressee on the second business day after the date of posting or on successful transmission as the case may be.

12. Assignment

12.1 The Council shall be entitled to assign the benefit of this Agreement or any part thereof providing that the Council shall give three months prior written notice of any assignment to the BID Company or in the case of exceptional circumstances a lesser period provided that the Council gives notice within 14 days of the occurrence of those circumstances. Within 14 days of receipt of such notice the BID Company shall, by notice in writing either:

12.1.1 provide its consent to the assignment (such consent not to be unreasonably withheld); or

12.1.2 refer the issue to determined by Arbitration in accordance with Clause 16 below.

12.2 The BID Company shall not assign this Agreement or any part thereof or the benefit or advantage of this Agreement or any part thereof.

13. Miscellaneous

13.1 For the avoidance of doubt where any part of this Agreement is incompatible with the Regulations or any other regulations which the First Secretary of State may issue pursuant to Part IV of the Local Government Act 2003 then such part shall be struck out and the balance of this Agreement shall remain.

13.2 The headings appearing in this Agreement are for ease of reference only and shall not affect the construction of this Agreement.

14. Exercise of the Council's Powers

14.1 For the avoidance of doubt, 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 Acts of Parliament, bye-laws, Statutory Instruments, Orders, Regulations and the like, in the exercise of its functions as a local authority.

15. Contracts (Rights of Third Parties)

15.1 No person who is not a party to this Agreement shall have the right to enforce any term of this Agreement which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties hereto, which agreement must refer to this Clause 15.1.

15.2 Even if a person who is not a party to this Agreement has a right to enforce any term of this Agreement by virtue of Section 1 of the Contracts (Rights of Third Parties) Act 1999, the parties hereto may, notwithstanding Section 2 of the Contracts (Rights of Third Parties) Act 1999, vary or cancel this Agreement by agreement between them without requiring the consent of such third party.

16. Arbitration

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

16.1.1 Any dispute or difference of any kind whatsoever arising between the parties hereto out of or in connection with this Agreement shall be referred to arbitration before a single arbitrator.

16.1.2 The parties shall jointly appoint the arbitrator not later than 28 days after service of a request in writing by either party to do so

16.1.3 If the parties are unable to agree within 28 days as to the appointment of such arbitrator then such arbitrator (hereinafter referred to as "the Tribunal") shall be appointed on the application of either party to the President for the time being of the Law Society.

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

16.2.1 prosecute any such reference expeditiously; and

16.2.2 do all things or take all steps reasonably necessary in order to enable the Tribunal to deliver any award (interim, final or otherwise) as soon as reasonably practicable.

16.3 The award shall be in writing signed by the arbitrator and shall be final and binding both on the parties and on any persons claiming through or under them.

IN WITNESS whereof the Council and the BID Company have executed this Agreement as a Deed the day and year first before written

THE COMMON SEAL of the Mayor
and Burgesses of the London Borough
of Bexley was hereunto affixed in the
presence of:-

)
)
)
)

Deputy Director

Deputy Director

EXECUTED AS A DEED by affixing the)
COMMON SEAL of the BID Company in)
the presence of:-)

Director

Director/Secretary

SCHEDULE 1 – The Standard Services

Part 1 – Statutory Standard Services:

The following services represent the services provided by the Council as at the date of this Agreement. However, the Council is undertaking a review of its services, duties and liabilities in the context of an increasing challenging financial position. The Council reserves the right to amend or reduce the services to reflect the outcome of that review. However, it will carry out the statutory minimum level of service required to be performed.

DETAILS TO BE PROVIDED AFTER BALLOT

1: Highways Maintenance

2: Highway Safety Inspections

3: Street Cleaning

4: Street Lighting Maintenance

5: Gully Cleaning

6: Highways Grounds Maintenance

7: Winter Maintenance

8: Highway Enforcement and Licensing

9: Car Park Cleaning

10: Fly Tipping

11 Graffiti Removal

12: Provision of Public Conveniences

13: Refuse/Recycling Collection

14: Recycling Facilities

15: Out of Normal Working Hours Emergency Response

16: Normal Working Hours Emergency Response

17: Trading Standards & Environmental Health Inspections

18: Street Trading

19: Parking Enforcement

20: CCTV

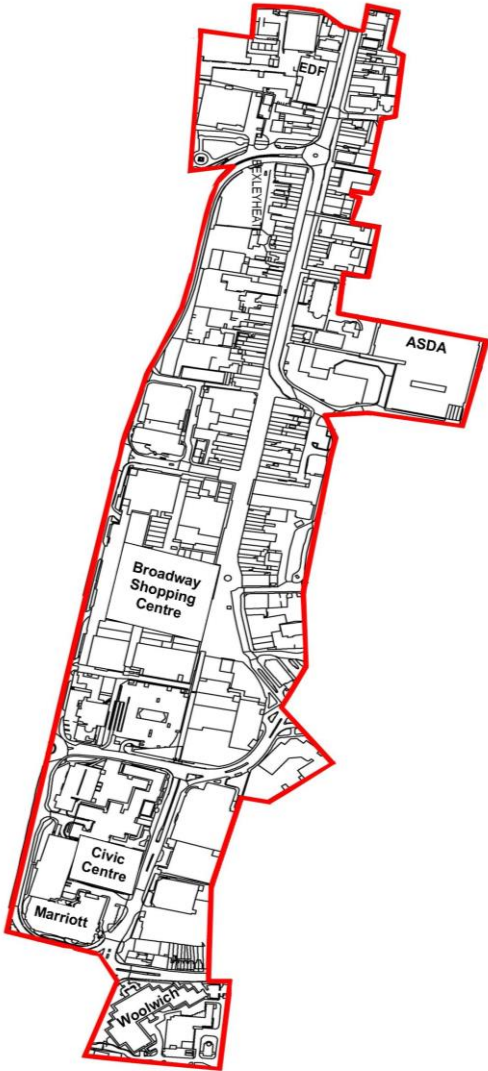
21: Electricity Bollard Checking

Part 2 – Additional Services

All additional services outlined below can be provided at additional cost to the statutory standard services detailed in Schedule 1.

DETAILS TO BE PROVIDED AFTER BALLOT

SCHEDULE 2 – BID AREA MAP



SCHEDULE 3

CCTV Map and Camera Locations

TO BE PROVIDED AFTER BALLOT

DRAFT