

DATED

2021

**THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF BEXLEY**

- and -

BEXLEYHEATH BUSINESS PARTNERSHIP LIMITED

DRAFT

BUSINESS IMPROVEMENT DISTRICT

Agreement for managing the Broadway, Bexleyheath
in the London Borough of Bexley

Legal Services
London Borough of Bexley
Civic Offices,
2 Watling Street,
Bexleyheath Kent
DA6 7AT

Ref:

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IT IS AGREED BETWEEN THE PARTIES as follows:-

1. In this Agreement unless the context otherwise requires the following words and expressions shall have the meanings shown to them;
 - 1.1 The Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Schedules;
 - 1.2 "Annual Review" shall mean a review of the Services to be undertaken by the Parties on an annual basis as described in Schedule 3;
 - 1.3 "Baseline Agreement" shall mean an agreement between the parties dated XX XXXXXX 2021 relating to the provision of services by the Council in the Bexleyheath Business Improvement District
 - 1.4 "Bexleyheath Business Improvement District" shall mean the area shown edged red on the plan at Schedule 7
 - 1.5 "Commencement Date" shall mean 1 October 2021
 - 1.6 "Company" shall where the context so requires include its successors and assigns;
 - 1.7 "Company's Responsible Officer" ("CRO") shall mean the representative of the Company appointed pursuant to clause 5;
 - 1.8 "Complaints Procedure" shall mean the complaints procedure to be followed by the Parties as set out in Schedule 4;
 - 1.9 "Completion" shall mean the legal completion of this Agreement by the Parties;
 - 1.10 "Contract Period" shall mean the Commencement Date until 30 September 2026 subject to the Parties right to determine this Agreement as provided for in clauses 2 and 14;
 - 1.11 "Council's Authorised Officer" ("CAO") shall mean any representative appointed pursuant to clause 4;
 - 1.12 "Council" shall where the context so requires mean the Council's authorised representatives and successors;
 - 1.13 "Dispute Resolution Procedure" shall mean the dispute resolution procedure details of which are set out in Clause 14;

- 1.14 “Parties” shall mean the parties to this Agreement;
- 1.15 “Quarterly Review” shall mean a three monthly meeting of the Parties to review the Services in accordance with the procedure described in Schedule 3;
- 1.16 “Reviews” shall mean together the Annual Reviews, Quarterly Reviews, and any other review the Parties may adopt to review its services and ‘Review’ shall mean any of them;
- 1.17 “Services” shall mean the provision of the services as set out in the Specification in the area of Bexleyheath shown in Schedule 1A demarcated as Zone A (Public Highway). This agreement provides the Company no entitlement to use Zone B (Freehold Ownership). Use of Zone B will need to be confirmed on a case-by-case basis. If permission is given to use Zone B, the same conditions and requirements as applied to services in Zone A will apply.
- 1.18 “Service User” shall mean persons who receive the Services detailed in the Specification;
- 1.19 “Specification” shall mean the entire document for Services hereto as set out in Schedule 2 which describes the Services to be provided to Service Users and the standards to be met, and includes the Specification as amended from time to time in accordance with this Agreement;
- 1.20 “Staff” shall mean all personnel used by the Company in the delivery of the Services, whether such personnel are in any manner employed by the Company or any member of the Company’s Group or are employed on their own account as Contractors or are employed by sub contractors or are personnel supplied through an agency;
- 1.21 “Year” shall mean for the purposes of this Agreement the period from 1 October in each year to 30 September in the following year;
- 1.22 In this Agreement :-
- 1.22.1 The masculine includes the feminine and the neuter and vice versa; the singular includes the plural and vice versa;
- 1.22.2 Headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement;

- 1.22.3 References to an act of parliament or any regulation, statute, statutory instrument, code of practice, byelaw, directive or the like, whether detailed expressly or incorporated by general reference, shall be deemed to include a reference to any amendment, re-enactment or replacement of it;
- 1.22.4 References to clauses or Schedules are to clauses of or schedules to this Agreement and references to sub-clauses are to sub-clauses of the clause in which the reference appears;
- 1.22.5 References to officers occupying specific posts within the organisation of the Parties shall include reference to officers occupying similar posts following re-organisation or re-designation of functions within that organisation;
- 1.22.6 Except as otherwise expressly provided, all elements of this Agreement are to be taken as mutually explanatory of one another;
- 1.23 This Agreement constitutes the entire understanding and agreement relating to the subject matter of this Agreement and, save as expressly referred to or incorporated by reference, supersedes all prior negotiations, submissions or understandings with respect to the subject matter of this Agreement;
- 1.24 The Schedules and any Appendices thereto shall be deemed to form and be read and construed as part of this Agreement.

2. **Duration of Agreement**

- 2.1 This Agreement shall subsist for the Contract Period subject to the Parties' right to determine the same pursuant to clause 15.

3. **Company Covenant**

- 3.1 In consideration of the provisions of this Agreement the Company **HEREBY COVENANTS** with the Council to deliver the Services in accordance with this Agreement from the Commencement Date.

4. Council Authorised Officer (CAO)

- 4.1 The Council shall from time to time nominate an officer to act as the Council's Authorised Officer ("CAO") who shall have overall responsibility on behalf of the Council in relation to this Agreement.
- 4.2 The CAO shall be the Programme Manager – Town Centres and Innovation of the Council or such other officer specifically appointed by the Council (and whose appointment shall be notified to the Company in writing as soon as reasonably practicable thereafter).
- 4.3 The CAO shall also be entitled to nominate other appropriate Council officers for specific purposes (whose appointments and the specific purposes to be performed shall be notified in writing to the Company as soon as reasonably practicable following the appointment) and in relation to those purposes such nominated officer shall without prejudice to the continuing authority of the CAO be entitled to exercise the powers of the CAO in relation to those purposes.
- 4.4 Any notice, information or other communication given or made to the CAO or any such person nominated in accordance with clause 4.3 for the purpose in question shall be deemed to have been given or made to the Council.

5. Company's Responsible Officer

- 5.1 The Company shall from time to time nominate an officer to act as the CRO who shall have overall responsibility on behalf of the Company in relation to this Agreement.
- 5.2 The Company shall nominate the Bexleyheath BID Manager as the CRO of the Company or such other officer as it considers appropriate. Such appointment shall be notified in writing to the CAO as soon as reasonably practicable thereafter.
- 5.3 The Company shall also be entitled to nominate other officers for specific purposes (and details of their appointments shall be notified in writing to the CAO as soon as reasonably practicable thereafter) and in relation to those purposes such nominated officers shall without prejudice to the continuing authority of the CRO be entitled to exercise the powers of the CRO in relation to those purposes.

5.4 Any information or other communication given or made to the CRO shall be deemed to have been given or made to the Company.

6. **The Company's Obligations**

6.1 The Company shall provide the Services in an efficient effective and safe manner that is not injurious to the Service User to a standard which is in all material respects in accordance with the Specification and otherwise with this Agreement to the satisfaction of the CAO acting reasonably and to comply in all material respects with this Agreement.

6.2 The Company will not implement any changes to the fees and charges set out in the Specification other than to implement increases consistent with the rate of inflation without the agreement in writing of the Council

6.3 The Company shall not do anything or permit anything to be done which shall cause any nuisance disturbance annoyance or interference to any adjoining or neighbouring property or to the owners or occupiers or users of any adjoining or neighbouring property or to users of the highway

6.4 The Company shall comply with all relevant acts of parliament, statutory regulations governmental codes of practice and notes of guidance relating to or arising from the provision of the Services and comply with any obligations which may be imposed by the same upon the Council so far as provision of the Services is concerned and the Company shall notify the CAO as soon as possible any conditions of this Agreement which would cause the Company to be in breach of any of the said acts, regulations codes or guidance and in all instances, except those so notified, shall take full responsibility for the adequacy and safety of all operations.

6.5 The Company without prejudice to other obligations placed upon it will in carrying out its services to the Council have due regard to the likely effect of the delivery of those services on crime and disorder. Further the Company will take all reasonable steps necessary in delivering the Service to prevent crime and disorder.

7. **Council's Obligations**

7.1 The Council and its staff shall act reasonably in relation to their dealings with the Company concerning its provision of the services and shall except as provided for in this Agreement refrain from acting in a manner that will prejudice the ability of the Company to deliver the services. For the avoidance of doubt anything done by the Council pursuant to its functions referred to in Clause 17 will not be deemed to be a breach of this Clause 7.

7.2 The Council shall as far as is practicable ensure its sub-contractors (if any) and any other persons engaged by the sub-contractors act in a manner which does not prejudice the ability of the Company to safely effectively and efficiently deliver the services

8. **Discrimination**

8.1 The Company shall in delivering the Services comply with the Equality Act 2010 and all other laws and relevant code of practice prohibiting discrimination on the grounds of gender, sexual orientation, race, marital status, religion, age or disability and ensure that its contracts with sub-contractors contain similar obligations.

8.2 In the event of any finding of unlawful discrimination being made against the Company by any court or employment tribunal, or of an adverse finding in any formal investigation, the Company must take appropriate steps within any stipulated time period or in any event at the first practicable opportunity to prevent any repetition of the unlawful discrimination.

9. **Agency**

9.1 The Parties shall not in any circumstances hold themselves out as being the servant or agent of the other.

9.2 The Parties shall not in any circumstances hold themselves out as being authorised to enter into any contract on behalf of the other or in any other way to bind the other to the performance variation release or discharge of any obligation.

9.3 The Parties shall use all reasonable endeavours to ensure that their respective Staff do not hold themselves out to be and shall not be held out by both of them as being servants or agents of each other for any purpose whatsoever.

10. **Complaints**

10.1 The Company shall deal with any complaints received (whether orally or in writing whether from Service Users or others) in a prompt, courteous and efficient manner in accordance with the Complaints Procedure.

11. **Health and Safety**

11.1 The Company shall in performing the services adopt safe methods of work and comply with current health and safety legislation in order to protect the health and safety of its own employees, employees of the Council and of all other persons including service users.

11.2 The Company shall prepare a health and safety policy and review it annually. This policy shall be made available to the Council upon request.

11.3 The Company shall have full regard for the safety of all persons associated with the Services and shall keep the Council fully informed of all matters relating to health and safety arising from the provision of the Services

12. **Licensing**

12.1 The Company will comply with the terms of the premises licence issued by the Council under the Licensing Act 2003 and will not carry out or permit to be carried out any activities which may breach the terms of that licence. The Company will notify the Council as soon as practicable if it becomes aware of any concerns raised by any of the responsible authorities or interested parties (as defined in the Licensing Act 2003).

12.2 On the expiration or earlier termination of this Agreement the Company will consent to the transfer of the premises licence to the Council or other person nominated by the Council.

13. **Review Provisions**

13.1 During each Year of the Contract Period the Parties will carry out an Annual Review of

the Services as set out in Schedule 3 and any other matters the Parties considers relevant to such review on a date to be agreed by the Parties or in the event of disagreement on 10 working days written notice by the CAO to the Company.

13.2 At the end of each three months of every Year of the Contract Period or as soon as reasonably practicable thereafter the Parties will undertake a Quarterly Review of the matters as set out in Schedule 3. Prior to these reviews taking place the Company shall provide to the Council a written report in a format to be agreed between the CAO and the CRO on its activities outputs against targets feedback from users of the Service and other matters set out in Schedule 3.

13.3 The Parties may review the frequency of the review meetings at any time after the expiration of two years of the Contract Period and may agree in writing to vary the frequency of those meetings and make consequential adjustments to Schedule 3

14. **Dispute Resolution**

14.1 In the event that the Company is prevented from performing its obligations under this agreement due to matters under the control of the Council then the Company may raise these with the Council pursuant to the Protocol set out in Schedule 5.

14.2 Subject to the provisions of this Agreement the CAO shall be entitled to take all reasonable steps to ascertain whether the Company has performed the Services in complete accordance with the provisions of this Agreement and has complied with all its obligations under this Agreement.

14.3 If the CAO determines the Services or any part thereof has either not been undertaken or has been carried out inadequately or otherwise not in accordance with the Agreement the CAO shall notify the CRO in writing setting out the concerns.

14.4 Following the CAO's notification under clause 14.3 above the CAO and CRO shall meet within 14 days and use all reasonable endeavours to resolve the dispute.

14.5 In the event the CAO and CRO are unable to resolve the dispute, the CAO and CRO jointly shall forthwith refer the dispute to the Council's Deputy Director Housing and Strategic Planning and the Chairman of the Company who shall use all reasonable

endeavours to resolve the dispute within a period of 28 days from the date the CAO and CRO refer the dispute to them.

- 14.6 In the event the Deputy Director Housing and Strategic Planning and the Chairman are unable to resolve the dispute it shall be referred to mediation pursuant to the procedure set out in clause 14.8.
- 14.7 The performance of the Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Parties shall comply fully with the requirements of the Agreement at all times.
- 14.8 The procedure for mediation and consequential provisions relating to mediation are as follows:
- (a) an independent adviser or mediator ("the Mediator") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution ("CEDR") to appoint a Mediator.
 - (b) The Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.
 - (c) Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
 - (d) If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by the Deputy Director Housing and Strategic Planning and Chairman of the Company or other duly authorised representatives.

- (e) Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Agreement save as to costs without the prior written consent of both Parties.
- (f) If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to arbitration under the provisions of the Arbitration Act 1996.

14.9 The Council and the Company shall share in equal proportion the cost of the mediation.

15. **Termination**

15.1 The Council may without prejudice to any of its remedies under this Agreement and without prejudice to any rights of action which shall accrue or shall have already accrued to the Council terminate this Agreement pursuant to clauses 15.2 to 15.4 inclusive.

15.2 The Council may terminate this agreement with immediate effect following the service of a Written Notice to the Company in the following circumstances:

15.2.1 the Company do all or any of the following:-

- (i) ceases trading or convenes a meeting of creditors or have a receiver appointed pursuant to the Insolvency Act 1986 or by the Court or any debenture holder or have an administrator appointed pursuant to the Insolvency Act 1986 or go into liquidation (other than for the purpose of amalgamation or reconstruction) or compounds with its creditors or if distress or execution shall be levied upon any of its property or any judgement against it shall remain unsatisfied for more than 28 days unless the Company takes steps to set aside or appeal against the judgement within the said 28 days;
- (ii) the Company or anyone employed or acting on its behalf is found to have breached the Council's conditions relating to the receipt of gratuities or the making of gifts rewards or inducements namely;

- (a) the Company has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to have done any action in relation to the obtaining or execution of the agreement or any other contract with the Council;
- (b) the Company has shown or forborne to show favour or disfavour to any person in relation to the agreement or any other contract with the Council, or if like acts shall have been done by any person employed by the Company or acting on its behalf (whether with or without the knowledge of the Company); or
- (c) the Company or any person employed by it or acting on its behalf has in relation to any contract with the Council committed any offence under the Prevention of Corruption Acts 1889 to 1916 or has given any fee or reward the receipt of which is an offence under section 117(2) of the Local Government Act 1972.
- (iii) the Company transfers or assigns this Agreement or any part thereof without the prior written consent of the Council;
- (iv) the Company abandons this Agreement or without reasonable excuse fails to commence the provision of the Services.
- (v) the Council are no longer able to permit the Company to continue to provide the Services as a result of a change in law or other ruling

15.3 Notwithstanding clause 15.2 the Council may terminate this Agreement by providing the Company with written Notice of termination of not less than thirty days notice and not exceeding six months where:

15.3.1 the Company commits a material breach of this Agreement;

15.3.2 the Company commits a series of persistent minor breaches of its material obligations under the terms of this Agreement such that the Council is of the reasonable opinion that such breaches constitute a material breach of this Agreement;

15.3.3 the Company carries out any act or omission the effect of which is that the Council becomes liable to repay all or part of its external funding and for the purpose of this clause the Company may seek written advice and or clarification from the CAO of the conditions prior to the Commencement Date;

15.4 Where the Council serves written Notice on the Company pursuant to clause 15.3 the Notice shall detail the breach and any other concerns the Council may have and specify a date or, where appropriate, dates within which the Company are to remedy the breach or concerns.

15.5 Notice served pursuant to clause 15.3 must provide the Company with a reasonable time within which to remedy the breach or satisfy the Council's concerns.

15.6 The Council in determining the timescale to be specified in the Notice shall have due regard to nature of the breach or its concerns and the likely action required by the Company to rectify the matter.

15.7 For the purposes of clauses 15.3.1 and 15.3.2 the Company may be deemed to be in material breach of its obligations under this Agreement notwithstanding that such breach arises as a consequence of the action of any sub-contractor engaged by the Company or for whom the Company is liable pursuant to clause 27.

15.8 Where the Council serves Notice on the Company pursuant to clause 15.3 the Company shall, unless required otherwise by the CAO, continue to deliver the Services in accordance with this Agreement throughout the duration of the notice period.

15.9 The Council shall during the notice period comply with the terms of the Agreement.

15.10 The Company may without prejudice to any of its remedies under this Agreement and without prejudice to any rights of action which shall accrue or shall have already accrued to the Company terminate this Agreement pursuant to clauses 15.11 and 12 inclusive

15.11 The Company may terminate this Agreement by providing the Council with written Notice of termination of not less than thirty days notice and not exceeding sixty days notice where:-

15.11.1 The Council commits a material breach of the Agreement

- 15.11.2 The Council commits a series of persistent minor breaches of its material obligations under this Agreement such that the Company is of the reasonable opinion that such breaches constitute a material breach of this Agreement
- 15.12 Where the Company serve written Notice on the Council pursuant to clause 15.11 the Notice shall detail the breach and any other concerns the Company may have and specify a date or where appropriate dates within which the Council are to remedy the breach or concerns.
- 15.13 Notice served pursuant to clause 15.11 must provide the Council with a reasonable time within which to remedy the breach or satisfy the Company's concerns.
- 15.14 The Company in determining the timescale to be specified in the Notice shall have due regard to nature of the breach or its concerns and the likely action required by the Council to rectify the matter
16. **Variation of Services**
- 16.1 Save as is otherwise expressly provided the Council may from time to time suggest changes to the Specification or contract terms upon giving reasonable written notice to the Company. Should the Company reject the Council's proposals the Council may require the matter to be referred to the Deputy Director Housing and Strategic Planning and the Chairman of the Company. Following such referral the Company may at his discretion accept such proposals subject to conditions.
- 16.2 The Company may from time to time suggest changes to the Specification or contract terms and shall give not less than one months written notice to the Council of such proposals which the Council may at its discretion accept subject to conditions. Should the Council reject the Company's proposals the Company may require the matter to be referred to the Deputy Director Housing and Strategic Planning and the Chairman. Following such referral the Deputy Director Housing and Strategic Planning may at their discretion accept such proposals subject to conditions.
- 16.3 No amendments to this Agreement shall be binding unless in writing and signed by the Deputy Director Housing and Strategic Planning on behalf of the Council and by the

Chairman on behalf of the Company or by any other person duly authorised by the Parties.

17. Relationship with Council as Local Authority

17.1 Nothing contained or implied in this Agreement shall prejudice or affect the Council's rights powers or duties and obligations in respect of their functions as a Local Authority Local Planning Authority Highway Authority or Byelaw Authority and the rights powers and duties of the Council under all public and private statutes byelaws orders and regulations may be as fully and effectively exercised in relation to the Company as if this Agreement had not been effected

18. Licence

18.1 The Parties acknowledge that this Agreement is in respect of the management of events upon a public highway. Accordingly the Company can only undertake functions which are conferred on the Council by statute and which are capable of being exercised by a contractor. To the extent that the performance of this Agreement by the Company requires a licence, the Parties hereby agree that the provisions in Clause 8 of the Baseline Agreement (licence) apply to the functions or services required under this Agreement.

19. Not Used

20. Liability and Indemnity

20.1 In its performance of the Services, the Company shall accept full responsibility for and shall indemnify and hold harmless the Council, and its staff from and against the following claims:-

20.1.1 All claims in respect of the Company or its sub-contractor's arising from non-compliance with applicable laws and regulations, including but not limited to the Health and Safety at Work Act 1974;

20.1.2 All claims whatsoever and howsoever arising which may at any time be made, which arise out of accidents to the Company's staff or the staff of the Company's sub-contractors and or loss or damage to the Company's property and the property of its sub-contractors and its and their staff save to the extent

that such liability arises out of the act neglect or default of the Council and or its contractors;

20.1.3 All third party claims arising from the Company's performance of the Services and all liabilities of whatsoever nature caused by the negligence of the Company and or its sub-contractors and its and their staff. Such claims may include loss or damage to real or personal property or injury to persons including injury resulting in death;

20.1.4 All loss or damage caused to any land, building or chattel in the ownership, occupation or possession of or partial occupation or possession of the Council by staff or an agent of the Company or its sub-contractors (whether such damage be caused by negligence or in any other way whatsoever);

20.1.5 Any claim made to the Local Government Ombudsman pursuant to the Local Government Act 1974 in respect of the Services provided by the Company by virtue of this Agreement where:-

i. the Ombudsman makes a finding of maladministration and injustice in favour of the complainant as a result of fault by or on behalf of the Company; or

ii. having consulted with the Company and with its agreement (not to be unreasonably withheld) the Director of Place of the Council acting reasonably determines to make early settlement of the complaint in advance of any investigation and or report by the Ombudsman (this being without prejudice to the Council's right to settle any such complaint without entitlement to payment from the Company under this clause);

iii. save where the Ombudsman specifically allocates blame in whole or in part to the Council the Company shall indemnify the Council fully against any financial award made by the Ombudsman and in the event of such blame or fault being apportioned by the

Ombudsman between the Council and the Company the Company shall meet that part of the award apportioned against the Company.

20.2 The Company will not be liable to the Council in damages or under the indemnity provisions of clause 20.1 (and otherwise as provided for in this Agreement) to the extent to which such liability arises or would arise but for the provisions of this clause as a consequence of:

20.2.1 compliance by the Company with a change in legislation or regulations, policies or guidance notes issued by any relevant authority after the Commencement Date; or

20.2.2 an act or omission of the Council (whether or not in breach of its statutory obligations to the Company, its sub-contractors and its or their staff or to Service Users) or an act or omission of the Company pursuant to a written direction of the CAO to the Company on or after the Commencement Date.

21. **Liability of Council**

21.1 The Council shall be liable to the Company for any loss or damage to the Company's property which is caused by the wilful, or negligent, acts of the Council or its staff or sub-contractors engaged by the Council except the acts of those involved in any capacity with the Company.

22. **Insurance**

22.1 Throughout the Contract Period, the Company shall maintain and shall ensure that its sub-contractors and Service Users of the pedestrian area shown on the plan at Schedule 1 maintain the following policies of insurances:

22.1.1 Third party insurance (such insurance in the case of the Company to be available by the date of the first Review) and such cover shall be not less than £10 million of indemnity in respect of any one act or occurrence or series of acts or occurrence in any one year;

22.1.2 In the case of sub-contractors employers' liability insurance to comply with statutory requirements.

22.1.3 In the case of users of the pedestrian area shown on the plan at Schedule 1 policies of insurance as are set out in the Specification

22.2 The Company, shall prior to the commencement of the Services and thereafter on the renewal date of each individual policy of insurance referred to in Clause 21.1.1 and 21.1.2, as and when such occurs and at such other times as the Council may reasonably require (on reasonable notice effective on a Working Day):

22.2.1 Provide sight of original insurance documentation (including policies, cover notes, premium receipts and any other documents) to the CAO;

22.2.2 Supply copies of the original insurance documentation;

22.2.3 Supply confirmation (insofar as the Company is able to do so) from the Company's and if relevant, sub-contractor's or consultant's insurers that the insurance obtained is fully compliant with the obligations of this Agreement.

22.3 The Council shall be entitled to notify the Company in writing that in its opinion held on reasonable grounds any such policy of insurance or self-insurance arrangements does not provide sufficient cover to comply with clause 21 and to require the Company to provide such insurance as will so comply. Upon receipt of such notice, the Company shall forthwith procure and maintain such insurance as the Council shall reasonably require in breach of which the Council itself may cause such insurance to be effected. Where such breach does occur, the Company shall pay to the Council as a debt such sum as the Council shall certify as being the cost to the Council of effecting such insurance, together with a sum equal to 10% of the costs of such insurance as a contribution towards the Council's administrative costs and overheads

22.4 The Company will deal speedily and efficiently with all claims submitted to it by third parties, either by its own staff or by referring such claims to its insurers.

23. **Confidentiality**

23.1 The Company shall not during the Contract Period or at any time thereafter make use for its own purposes, or disclose to any person (except as may be required by law or the

provisions of this Agreement) any information personal to any of the Service Users all of which information shall be deemed to be confidential, other than information which:

23.1.1 is or becomes generally available to the public other than as a result of disclosure by the Company or its staff or subcontractors contrary to their respective obligations of confidentiality; or

23.1.2 is or becomes available to the Company otherwise than pursuant to this Agreement (or any other agreement between the Company and the Council) and free of any restriction as to its use or disclosure; or

23.1.3 is appropriate to be disclosed within the Company to facilitate the delivery of the Service to the Service User provided written prior permission is obtained from the Service User before disclosure is made.

23.2 The Company shall procure the compliance of its staff or sub-contractors with the provision of this clause and with the terms of the Specification relating to confidentiality.

23.3 Save as provided by clause 23 or as otherwise permitted under this Agreement, the Council shall not disclose to any person (except as may be required by law or the provisions of this Agreement) any information disclosed to it by the Company all of which information shall be deemed to be confidential other than information which:

23.3.1 is or becomes generally available to the public other than as a result of disclosure by the Council or its staff or subcontractors contrary to their respective obligations of confidentiality; or

23.3.2 is or becomes available to the Council otherwise than pursuant to this Agreement (or any other agreement between the Company and the Council) and free of any restriction as to its use or disclosure.

23.4 The Council shall procure the compliance by its staff or subcontractors with the provisions of Clause 23.3.

24. **Freedom of Information**

24.1 The Company shall provide all reasonable assistance to enable the Council to comply with any request received under the Freedom of Information Act 2000 ("FOIA").

- 24.2 In the event that the Council receives a FOIA request relating to the Company or the Services or any other matter which falls under the auspices of this Agreement, the Council shall consult with the Company prior to disclosure.
- 24.3 In the event that the Company receives a FOIA request relating to the Council the Company shall consult with the Council prior to disclosure.
- 24.4 The guiding principle of the Parties will be that all information should be disclosed except where it can demonstrate good reason not to disclose. No objection shall be taken to the disclosure of information pursuant to an order of the Information Commissioner.

25. **Notices**

- 25.1 Any formal notice to be served by the Council on the Company under the terms of this Agreement shall be served by sending the same by hand delivery or prepaid first class recorded delivery post to the Company at Management Suite, Broadway Shopping Centre, Bexleyheath, England, DA6 7JN or such other address notified by the Company to the Council .
- 25.2 Any formal notice to be served by the Company on the Council under the terms of this Agreement shall be served by sending the same by pre-paid first class recorded delivery post or facsimile transmission to the Council at Civic Offices, 2 Watling Street, Bexleyheath, Kent DA6 7AT or such other address notified by the Council to the Company.
- 25.3 Such notice 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 if sent by facsimile transmission at the time of transmission or, if left at the addressee's premises, on the date that delivery was effected.
- 25.4 The provisions of clauses 25.1, 25.2 and 25.3 shall not apply to any notice, advice, direction or other communication which is expressly stated under the terms of this Agreement as being given verbally or in some other specified manner.

26. **Waiver**

26.1 Failure by either Party at any time to enforce the provisions of this Agreement or any part thereof shall not be construed as a waiver of any such provision and shall not affect the validity of this Agreement or any part thereof or the right of either Party to enforce any provision in accordance with its terms.

27. **Severance**

27.1 If any provision of this Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision of this Agreement all of which shall remain in full force and effect.

28. **Assignment and Sub-Contracting**

28.1 The Company shall in no circumstances transfer or assign, or purport to transfer or assign the whole or any part of this Agreement to any person or body whatsoever save to any member of the Company's Group (and save always that the Company shall remain liable to the Council) and such transfer or assignment shall be subject to the prior written consent of the Council such consent not to be unreasonably withheld or delayed.

29. **Force Majeure**

29.1 Neither Party shall be liable for any failure to perform any of its obligations hereunder if such performance is in any way adversely affected by any Act of God, consequence of war, insurrection, confiscation, riot or fire, provided that in the event of any premises occupied by the Company for the performance of the Services being damaged or destroyed by fire or flood the Company shall use its best endeavours to provide reasonable alternative arrangements (but not accommodation) for the carrying out of its obligations hereunder pending the repair or rebuilding of the said premises. Without prejudice to the proviso in this clause each party shall mitigate the loss or disturbance to the other.

30. **Law**

30.1 This Agreement shall be governed by and construed in accordance with the laws of England and the Parties irrevocably submit to the exclusive jurisdiction of the English Courts.

31. **Information and Access on Re provision of Services**

- 31.1 If requested to do so in writing by the Council on giving reasonable notice, the Company shall provide on Working Days only to the Council all reasonable assistance and any and all relevant information and assistance (insofar as the Company is permitted by law to do so) to permit the Council to prepare the necessary documentation in respect of any subsequent re provision of the Services or such other review as directed by the Council. The information required shall be sufficient to enable the Council to meet its legal obligations and for the avoidance of doubt, this obligation shall extend to all workforce information necessary to enable the Council to comply with its duties under the Transfer of Undertakings (Protection of Employment) Regulations 2006.
- 31.2 Such information provided pursuant to clause 31.1 above shall be at no cost to the Council.

32. **Not Used**

33. **Not Used**

34. **Public Relations**

- 34.1 Both Parties recognize and appreciate the nature of the services to be provided. Accordingly both parties will:
- 34.1.1 ensure that they properly and fully inform the other party of any and all issues relating to the service which they consider may have implications in terms of Service Users and or public relations;
 - 34.1.2 Fully cooperate with the other party in any dealings with the media as to such issues including (but without limitation) the drafting of press releases and/ or media statements all such statement to be joint statements agreed by both parties and if for whatever reason an agreed joint statement is not to be released to give to the other party reasonable notice of the release of such a statement and in reasonable time sight of it before it is released;

34.1.3 At all times ensure that they do not by way of themselves or their agents or employees do anything which would improperly damage the reputation or public standing of the other party.

35. **Assistance in Legal Proceedings**

35.1 If requested to do so by the Company the Council shall provide the Company so far as it is proper and lawful to do so as a public body with any relevant information in connection with any legal inquiry, arbitration or court proceedings in which the Company may be involved arising out of the provision of the Services or any relevant disciplinary hearing internal to the Company and arising out of the provision of the Services and shall give evidence in such enquiries or proceedings or hearings arising out of the provision of the Services. Where the Council or any member of its staff is required by the Company to give evidence at any hearing or inquiry the Company shall be liable to compensate the Council in respect of its reasonable out of pocket expenses, such expenses to include the reasonable cost of providing a substitute member of staff for the duration of any absence from their normal employment.

35.2 Except where a conflict of interest may arise and so far as permitted by law, if requested on reasonable grounds to do so by the Council the Company or any member of its staff shall provide the Council with any relevant information in connection with any legal inquiry or Court proceedings directly relating to the provision of the Services in which the Council may become involved or any relevant disciplinary hearing internal to the Council (again directly relating to the provision of the Services or the staff employed or engaged by the Company) and shall give evidence in such enquiries or proceedings or hearings arising out of the provision of the Services. Where the Company or any member of its staff is required by the Council to give evidence at any hearing or inquiry the Council shall be liable to compensate the Company in respect of its reasonable out of pocket expenses, such expenses to include the reasonable cost of providing a substitute member of staff for the duration of any absence from their normal employment.

36. **Not Used**

37. **Variation of Agreement**

37.1 Unless otherwise provided for in this Agreement no variation of this Agreement shall be valid unless it is by Deed and executed by each of the Parties.

37.2 Any variations to Annex 1 (charges) Annex 2 (registration agreement form) Annex 3 (pitch and promotional areas terms and conditions) and Annex 4 (application for vehicle permit) to Schedule 2 of this Agreement may be agreed in writing and signed by the CAO and the CRO

38. **Contracts (Rights of Third Parties) Act 1999**

38.1 Except as expressly provided none of the provisions in this Agreement are intended to or will operate to confer any benefit under the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

39. **Warranty by the Parties**

39.1 The Parties warrant to each other that they have the full power and authority to enter into and perform the provisions of this Agreement without needing the consent of any third party, which constitutes a binding agreement on each Party in accordance with its terms.

IN WITNESS whereof the Parties 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

Signed as a deed for the Bexleyheath)
Business Partnership Limited:)

Director

Director/ Secretary

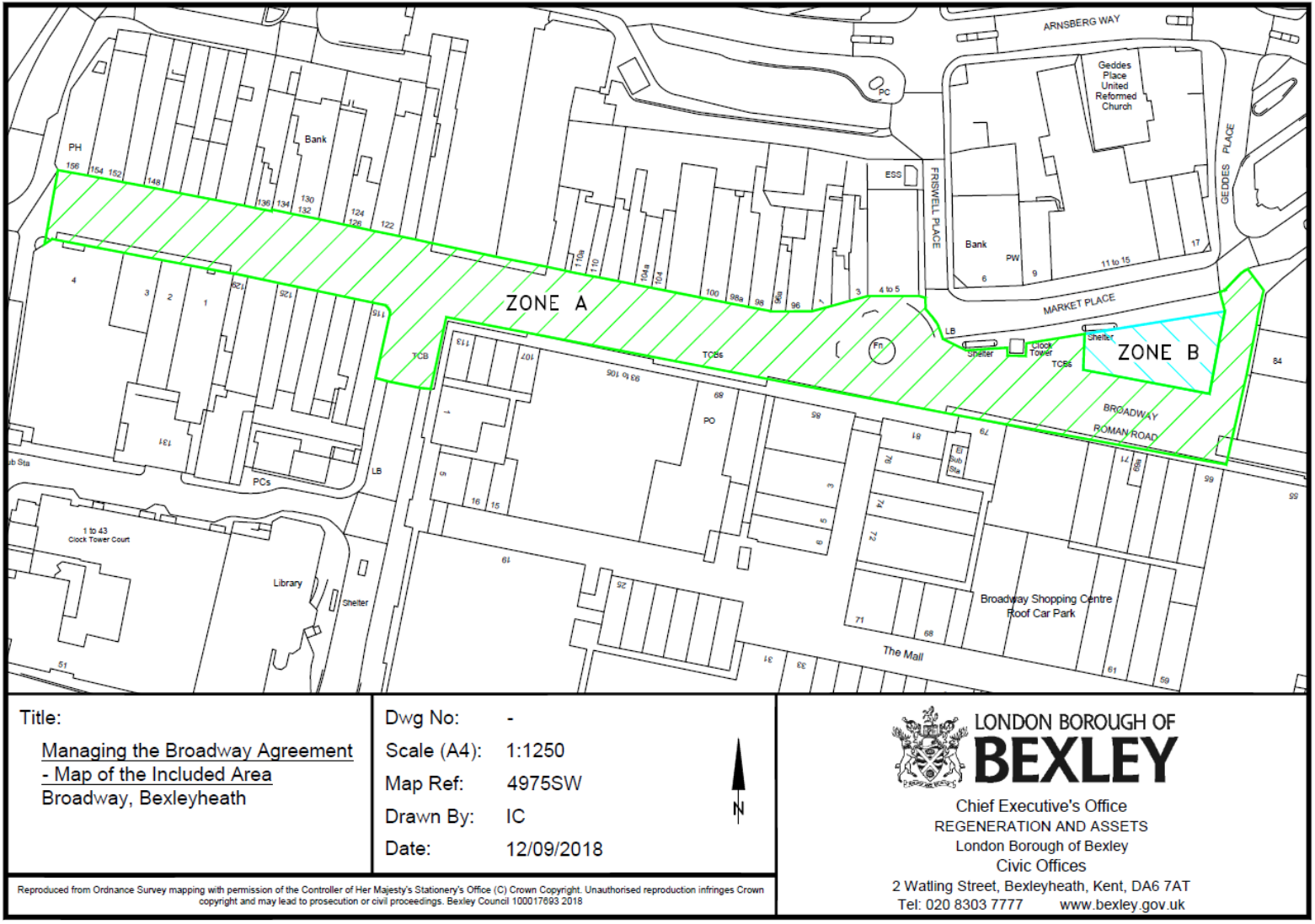
DRAFT

SCHEDULE 1

(plans showing outline of Pedestrian Area and Street Trading Locations)

DRAFT

Schedule 1A – Plan showing the service area boundaries for the Managing the Broadway Agreement



Title:
Managing the Broadway Agreement
- Map of the Included Area
 Broadway, Bexleyheath

Dwg No: -
 Scale (A4): 1:1250
 Map Ref: 4975SW
 Drawn By: IC
 Date: 12/09/2018



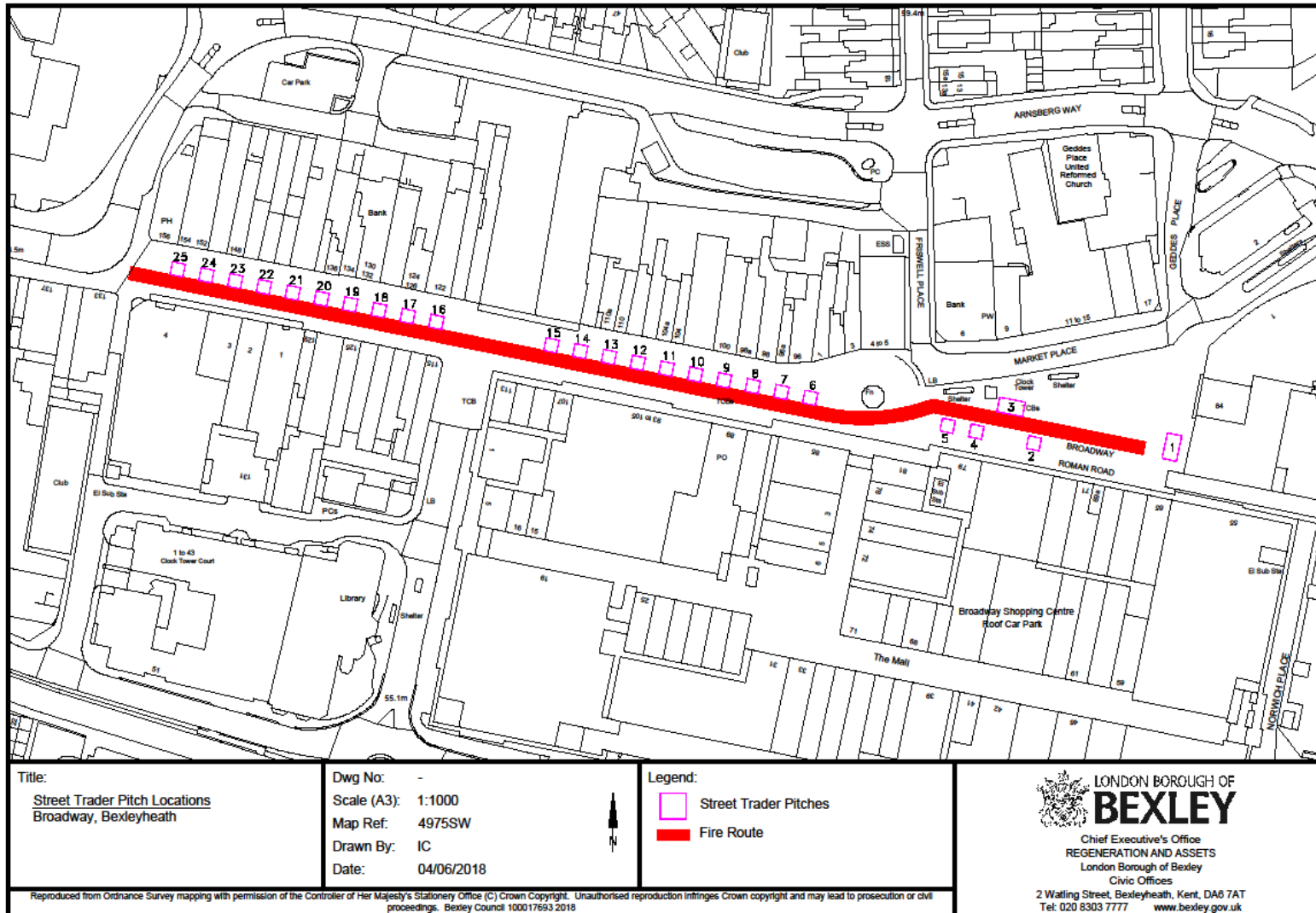
LONDON BOROUGH OF
BEXLEY

Chief Executive's Office
 REGENERATION AND ASSETS
 London Borough of Bexley
 Civic Offices

2 Watling Street, Bexleyheath, Kent, DA6 7AT
 Tel: 020 8303 7777 www.bexley.gov.uk

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Schedule 1B – Street trader pitch locations



SCHEDULE 2
(The Specification)

DRAFT

SPECIFICATION

1 Managing the Pedestrian Area

- 1.1** The map in Schedule 1A demarcates two areas – Zone A (Public Highway) and Zone B (Freehold Ownership). This agreement provides the Company no entitlement to use Zone B. Use of Zone B will need to be confirmed on a case-by-case basis.
- 1.2** The BID company will be responsible for handling all initial enquiries from Service Users for the use of the pedestrian area outlined in Schedule 1A. No verbal agreement to use the pedestrian area is permitted.
- 1.3** On receipt of an enquiry from a Service User, the BID company will record the enquiry and send the enquirer a Map of the pedestrian area (Schedule 1B); a Registration/Application Form (Annex 2) ; Terms and Conditions for the Use of the Pedestrian Area (Annex 3) ; a list of the current agreed charges (Annex 1) and application for a vehicle permit (Annex 4);
- 1.4** All enquiries for activity which appears to constitute street trading as defined by the London Local Authorities Act 1990 (as amended) Street Trading (Schedule 3) must be referred to the Council's Highway Enforcement Team who deal with Street Trading for agreement before the activity can be agreed or any trading take place. No applicant (including any assistants) proposing to sell food or drink will be permitted to do so without the approval of the Council's Environmental Health (Food Safety) team
- 1.5** No one who owes the Council money, for whatever reason, for example an unpaid bill from previous use of the pedestrian area , unpaid parking fines, unpaid Council Tax, will be granted permission to use the pedestrian area
- 1.6** All applicants, where requested by the Company, must provide evidence that they have a valid public liability insurance policy, with a minimum value of £5m for at least the period that they are applying to use the pedestrian area, before they will be permitted to use the area.
- 1.7** The Council Highway Enforcement Team shall issue the street trading licence, if approved, once all paper work and statutory checks are completed satisfactorily.
- 1.8** The BID Company shall issue vehicle permits for entry to the pedestrianised area from the gate in Townley Road for activities which it manages pursuant to this Agreement. The Council reserves the right to issue permits for other activities which may also be undertaken in the same area. The Councils' Traffic Services Team shall consider requests for vehicle access to the pedestrian area, for shop front repairs and shop refurbishments and issue permits if approval is given.

- 1.9** Both parties to this Agreement will give the other regular updates of events/works due which may affect for example events planned by the BID company or maintenance work planned by the Council or the utility company in accordance with the Baseline Agreement between the Parties. In particular the BID Company must notify the Highway Enforcement Team on a weekly basis of all town centre activities on commencement and cessation of trading which have been (a) arranged for the forthcoming week and (b) which are planned or are the subject of discussions beyond the forthcoming week. The Council will notify the BID company of any enforcement it has undertaken in the pedestrian area.
- 1.10** The Council currently has two feeder pillars and nine in ground units as shown on the maps at Schedule 6. The Council carries out annual electricity checks to these and lubricates them. The BID Company shall at its own expense repair and maintain these in good condition in accordance with current health and safety legislation so that they are in a safe condition and are available at all times for Service Users. The Council shall from time to time send invoices to the BID company in respect of electricity charges that have been incurred in respect of the pedestrian area. The Council is invoiced for these by Npower, but the BID company collect rental charges inclusive of electricity. The BID company shall pay the Council in respect of these invoices within 14 days of receipt.
- 1.11** The BID Company shall keep the pedestrian area clean and tidy and free of rubbish at the end of every letting authorised by the BID company.
- 1.12** The BID Company shall observe any rules and regulations made by the Council in respect of the pedestrian area and any reasonable requirements given for specific events or for specific purposes.
- 1.13** The BID Company shall ensure that it has all necessary consents before operating any markets within the BID area. The BID Company shall indemnify the Council in respect of any claims made against the Council for an unlawfully constituted market.
- 1.14** The BID Company shall ensure that when the stalls are in place a 4 metre fire path shall be maintained in the position shown on the plan at Schedule 8, unless prior approval is obtained from the London Fire Brigade. In this case, the Company must notify the Licencing and Enforcement Teams in the Council. The Council reserves the right in the interest of public safety to enforce immediate clearance of any activity established in the designated fire path.
- 1.15** The BID Company shall comply with the Events Checklist in Schedule 9 for all events on the Broadway. In the case that an independent organisation applies to the BID to put an event on, the BID retains responsibility for ensuring all procedures and requirements, laid out in this agreement including the checklist in Schedule 9 are complied with.
- 1.16** The BID will endeavour to use food traders that comply with the Healthier Catering Commitment (HCC). All traders prior to being a repeat visitor or becoming a regular trader should demonstrate that they have applied to the Council or alternative body to start the HCC accreditation process.

CHARGES FOR BEXLEYHEATH AREA 2021-22

Market stall (trading only)	
Single size max 4x4 meters	
Daily (Monday-Wednesday)	£ TBC
Daily (Thursday-Sunday)	£ TBC
Monthly (full month attendance)	£ TBC
Registered Charities	
Single size max 4x4 meters (small trailer)	
Daily	£ TBC
Weekly (full week attendance)	£ TBC
Local charities	TBC
Double size max 8x4 meters (big trailer)	
Daily	£ TBC
Weekly (full week attendance)	£ TBC
Local charities	TBC
Entertainment	
In terms of contribution (no fixed money taken)	TBC
Selling something (CD's, etc)	Same terms as market stall
Leaflet Distribution & Market Research	
BID member (Max 4 people)	TBC
Non BID (Max 3 People)	£ TBC
Promotions (eg Sky, Virgin Media, etc)	
Up to 6 meters length	
Daily	£ TBC
Weekly (full week attendance)	£ TBC
Over 6 meters length	
Daily	£ TBC
Weekly (full week attendance)	£ TBC

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BEXLEYHEATH TOWN CENTRE – TRADING AND PROMOTIONS SITES
Bexleyheath BID Manager, c/o Central Library, Townley Road, Bexleyheath, DA6 7HJ

Registration Agreement Form

Applicant Name:	Application Date:
Applicant Telephone Number:	Applicant Email Address:
Emergency Contact Name:	Emergency Contact Telephone Number (24hr):
Is Vehicle Access Required to pedestrian area: Vehicles must be offsite by 0930 Mon-Sat and by 1000 Sun.	Vehicle Registration Number:

Please mark your planned activity (X):

Street Trading	Charitable Causes	Promotional Activity
Please provide a brief description as to your planned activities - including dates:		

Upon Application to trade, promote or undertake any activity within the Bexleyheath Pedestrian Area you must complete one the sections overleaf.

This form along with proof of insurance must be received by the BID office no later than 28 days in advance of the dates you have stipulated in this form. Furthermore invoices must be paid no later than 5 working days before the first day of planned activity/trade.

Your application will only be considered if all parts of the form are completed and the requested information enclosed.

I confirm the information I have given in this form is correct. I realise that giving false information could lead to prosecution. By signing this application form I/we agree to adhere to the 'BEXLEYHEATH TOWN CENTRE PITCH & PROMOTIONAL AREAS' Terms & Conditions.

Signed:

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For Trading Purposes only

Business Name:	Registration Number:
Correspondence Address:	Registered Address:
Public Liability Insurance policy number:	Public Liability Insurance policy Expiry date:

For Charity Purposes Only

Charity Name:	Charity Number:
Charity Registered Address:	Charity Number:
Public Liability Insurance policy number:	Public Liability Insurance policy Expiry date:

For Promotional Purposes Only

Trading Name:	Correspondence Address:
Public Liability Insurance policy number:	Public Liability Insurance policy Expiry date:

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BEXLEYHEATH TOWN CENTRE PITCH & PROMOTIONAL AREAS

Overview of Permissions Process

Permission is required from both the Bexleyheath BID and the London Borough of Bexley (the Council) for trading, collections, performance and other use of the Broadway. As clarity, the process is as follows:

1. Submit a signed Registration Agreement Form to the Bexleyheath BID, along with your necessary Public Liability Insurance, Risk Assessment, Fire Risk Assessment, method statements, electrical and food safety certificates as appropriate a minimum of 28 days before any planned use of the Broadway.
2. The BID will issue a provisional booking and request the you submit the necessary application from and supporting documents for a street trading licence to the Highways Enforcement and Licensing Teams in the London Borough of Bexley for the appropriate licence (see Point 7 below for details).
3. The BID will invoice you for both the Council's Street Trading fee and the BBP's agreed pitch rental fee.
4. Upon receipt of payment, your booking will be moved from provisional to confirmed. Please ensure all fees have been paid to the Bexleyheath BID at least 5 days prior to the start of your booking.

Terms & Conditions

(Incorporating: Managing the Broadway Agreement 2018)

(In addition to the London Local Authorities Act 1990 (as amended) and Food Safety Agency & Environmental Health Guidelines)

All applications for any activity in the BID area need to include a completed licence application form, along with all necessary documentation – Public Liability Insurance, Risk Assessment, method statements, electrical and food safety certificates where appropriate.

Once received, the application may take up to 28 calendar days to process.

1: Trading Stalls

- a) Street traders must use a clean pop up marquee or umbrella stall unless agreed otherwise.
- b) All marquees, fixings, side sheets and accessories must be secured within the allocated area under its own strength and free of any trip hazards.
- c) All traders will be responsible for the removal of, storing and maintaining the pop up marquee on a daily basis.
- d) The trade stall will be insured by the Trader as part of the PL Insurance.

2: Pitch Specification and Layout

- a) Standard size of trading pitch is 4mt x 4mt per pitch, over this size permission is required.
- b) All trading pitches and promotional pitches must have a covered stall, i.e. marquee (Roof canopy, side and back sheets and they must be kept in the stall area at all times).
- c) No trader/promoter may trade outside of their allotted pitch otherwise they will be subject to extra

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charges.

- d) A trader, promotion or rides, shall not bolt or otherwise secure temporarily or permanently anything to the street or street furniture.
- e) Pitches granted cannot be sub-let, hired or loaned out.
- f) All merchandise must be displayed on Racks or Tables
- g) No cardboard boxes can be used as tables for display
- h) On no account can any display encroach into the fire path area of the Broadway (Runs 4 meters in the Centre of the Broadway)

3: Merchandise

- a) Only merchandise agreed can be sold.
- b) The BBP & Council reserves the right to issue a permit for the sale of food (hot or cold).
- c) Food safety & hygiene certificates, corporate and personal; have to be confirmed by the council department before a trading license is also issued.
- d) The BID endeavours to use food traders that comply with the Healthier Catering Commitment. All traders prior to being a repeat visitor or becoming a regular trader should demonstrate that they have applied to the Council or alternative body to start the quick and free Healthier Catering Commitment accreditation process.
- e) All promotional material i.e. leaflets to be distributed, must be submitted for approval and agreement before a license is issued.
- f) Any merchandise deemed as counterfeit/stolen will result in the trader being suspended from the Broadway, pending further enquirers' and/or legal action taken.

4: Setting Up and Breaking Down

- a) You must not cause obstruction of entrances/exits to shops and other premises, or to shop window displays and must be contained within the dedicated zones.
- b) Stalls must be a minimum of 4 meters from a shop frontage
- c) Stalls will be set up and open for trading at the times stated in point 5.
- d) Breaking down shall not be before the stated closing time; unless agreed with the BID Manager, on the day.
- e) Please do not attempt to enter the pedestrian area with a vehicle before breakdown time.
- f) All stalls (trading and position) will be allocated by the BID Manager.

5: Unloading and Loading

- a) Access to the pedestrianised area is via the security Gate in Townley Road DA6.
- b) Stallholders/promoters are issued with a permit allowing unloading and loading on the East side of

Bexleyheath Business Partnership Ltd. c/o Central Library, Townley Road, Bexleyheath, Kent, DA6 7HJ

Tel: 020 8304 0775 Email: info@bexleyheathbid.co.uk Website: www.bexleyheathbid.co.uk

VAT No: 128324720 Company Registration No: 07398915.

Registered Office: Central Library, Townley Road, Bexleyheath, Kent, DA6 7HJ

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their allocated pitch.

- c) There must be a minimum of 4 metres clear width to enable access of emergency vehicles on the south side of the stall.
- d) Vehicles must leave the pedestrian area no later than 9.30am Monday to Saturday and 10.00am Sundays; and not re-enter the area until the published market closing time, or advised by an authorised person.
- e) The BBP & Council reserves the right to permit vehicles to enter and exit the pedestrianised area within these times for specific purposes. Any user who has been issued a key to the Townley Rd gate is required to close the gate, whenever their vehicle exists the Broadway. Any user not doing this is at risk of getting their vehicular access rights revoked.

6: Trading Days and Times

- a) Monday, Tuesday, Wednesday, Friday and Saturday Open 9am Close 5.30pm
- b) Thursday Open 9am Close 8.00pm
- c) Sunday Open 10am Close 4.00pm

7: Trading/Promotional Licence from the London Borough of Bexley

- a) In addition to the Pitch application and fee through the BID, you are required to apply for a street trading licence issued by the local authority. The Street Trading License information can be obtained from highway.enforcement@bexley.gov.uk or Highway Enforcement Team, Foots Cray Office, Maidstone Road Sidcup Kent DA14 5HS Tel: 0203 045 4612 Fax, 020 8309 4040 or www.bexley.gov.uk
- b) The Trading/Promotional Licence fee is collected by BBP on behalf of the Council.
- c) All bookings are provisional all invoiced fees have been paid and the Trading/Promotional licence has been granted..
- d) By the acceptance of these terms and conditions, you are giving Bexleyheath BID and London Borough of Bexley Highway Enforcement Team permission to exchange necessary and relevant personal information about your application required to ensure these Terms and Conditions are met. This information will be stored securely and retained for up to 5 years. For information requests please email info@bexleyhetahbid.co.uk
- e) Staff working on the stall will be required to have an 'Application for Street Trading Assistant' form completed and approved to work on the stall. This is done as part of the street trading licence application process.
- f) Failure to obtain a license will result in your removal from the area and/or legal action taken.
- g) Pitches cannot be used for religious or political purposes.
- h) This License must be in the name of the trader/promoter (company) only.
- i) Licences identify a specific stallholder and specific product range and must be clearly displayed on the stall.
- j) An Enforcement Officer of the council will visit the stall to check relevant licenses are in order.

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- k) No music is allowed to be played from any equipment unless permission is granted and the appropriate PPL or PRS licence is obtained.
- l) If applying for a Leaflet distribution license, a copy of the leaflet must be submitted with the Registration Agreement Form to the BID.

8: Insurance

- a) All traders/promoters are required to hold a minimum of £5 million 'public liability insurance'.
- b) All claims made by a third party due to the negligence of the trader renting the pitch is the responsibility of the said trader that the licence is issued to.
- c) A copy of the certificate should be sent with the pitch application.

9: Payments

- a) The fee/promotional charge includes the use of electrical power.
- b) BPP is responsible for collecting the Street Trading Licence on behalf of the Council. By submitting an application to the Council for a Street Trading Licence, the is agreeing to pay this fee.
- c) Initial payment will be invoiced and must be paid at least 5 days before trading/promotion commences.
- d) For stall Pitches a monthly invoice will be sent out in advance from the BBP office, to be paid by return.
- e) Vacating a Stall trading pitch must be made in writing, 28 days before last trading day.

10: Power Supply

- a) Each stall is provided with a 16amp socket. You will need a 16 amp cable with a 16amp/220v Male "Ceeform" Connector
- b) 13 amp Household square pin connectors are not suitable for outdoor use and no connections can be made to a 13amp "Ceeform" Connector cable
- c) All electrical equipment must have a Portable Appliance Test (PAT) Certificate. Proof of testing for all appliances is required.
- d) For lighting please use low energy bulbs at all times
- e) All cables must be trunked and not 'matted',
- f) All in ground electricity supply boxes must be in the locked closed position whilst trading.
- g) Any damage to the in ground electricity supply boxes, attachments and structure by the hiring trader will be recovered by the BID

11: Street Entertainment (All music)

- a) All performers require a Street Entertainment Permit issued from the BID to perform, which lasts for 6 months. Booking must be made and approved by the BID for each day that a performance(s) will take place.
- b) As part of the application process Street Entertainers are recommended to share links/digital media showing previous performances. At the BIDs discretion any performers can be asked to do a demo performance to the BID prior to granting of the Street Entertainment Permit.

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- c) For non-trading Buskers, application for this Busking Permit require either 10 working days for processing of new entertainers or 5 working days' notice for returning entertainers within the 6 month permit period.
- d) All performers who sell any goods or merchandise, will require a Street Trading Licence (refer to point 7) from the London Borough of Bexley and a minimum 28 day application period is required in addition to the Street Entertainment Permit.
- e) You will be assigned a performing pitch and must operate within the designated pitch.
- f) Pitches must be booked with the Office before performing via email allowing the notice period in point 11c.
- g) Once you have your Permit and Licence (if required) you may then use a designated pitch. These must be with you on the days you perform for when you are asked for proof of authorisation.
- h) Performances can last for a maximum of 60 minutes in each Activity Area. A period of 30 mins must elapse before the entertainer can return to the same place.
- i) Breach of the conditions will not only cancel the registration but may also lead to seizure of equipment and/or prosecution.
- j) This scheme is to help the entertainer and to ensure that activities in the Town Centre are properly managed.
- k) Official Outdoor Portable amplifier/speakers may only be used at reasonable levels for the amplification of live musical performance only (i.e. **not for speech**) and must not cause a nuisance to residents & businesses and can only be used in designated areas.
- l) A risk assessment for any performance is required to be submitted to the BID as part of the application process.
- m) Entertainment should normally only take place between trading hours as detailed in Point 5, unless permission is granted otherwise.
- n) Performers should have the correct Licence issued by the local authority (if required) and Permit and permissions from the BID.
- o) The performer should have the necessary PPL/PRS licence for all music played or performed.
- p) Please note entertainment must cease if requested by the police or a London Borough of Bexley Officer.
- q) Groups providing their own equipment must satisfy the following criteria
 - I. Staging meets H&S requirements
 - II. All electrical equipment is PAT tested and certificates are supplied,
 - III. Full Risk Assessment to be produced 28 days prior the event, including necessary crowd control measures.
 - IV. Qualified Technician to control system
 - V. The necessary Fire appliances in place
 - VI. Exit strategy to be produced in case of emergency

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12: Market Researchers & Leafleting

- a) Market Research companies & Leafleting must seek permission and book in advance with the BID.
- b) The Research company must be a member of the MRS or other recognised national body representing the market research industry and adhere to its published code of conduct and standards
- c) Maximum of 4 researchers/leafleters to be in the town for one company on any one day
- d) Researchers/leafleters to be evenly spaced on the pedestrianised area west of Townley Road.
- e) Official ID must be displayed at all times.
- f) Your licence must be available for inspection upon request.

13: Charities, Religious & Political Groups (CRPG)

- a) All handouts by the CRPG must be sent in to the BID office, 10 days prior to the event.
- b) No more than three (3) persons from one CRPG in the town centre on any given day.
- c) No PA equipment will be used without written permission
- d) No CRPG can use soap box speaking/preaching/evangelism in the Town Centre, unless prior permission is given in writing.

14: Street Collections

(N.B. This function sits with the Met Police. Albeit that the Mayors office has the ability to authorise a limited number of local charities)

- a) Where two Charities have requested the same day consent is normally granted to the local charitable organisation and alternative date offered to the other charity.
- b) Priority regarding any dates for booking is given to charitable organisations.
- c) A License must be obtained from Local Authority. This should be completed a minimum of 28 days in advance of the date. A maximum of one charity collection in the pedestrianised area at any one time.
- d) Collections may only be made on the day and between the times stated on the permit.
- e) Maximum of 4 collectors inclusive of team leaders and trainee's.
- f) No collector shall annoy or inconvenience the general public or shop owners.
- g) No collector shall be under 16 years old.

15: Direct Debtors/Face to Face collection

- a) Official ID must be carried at all times bib, t-shirt or jacket highlighting the charity must be worn at all

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times only 4 (Four) F2F collecting inclusive of team leaders and trainee's.

- b) A solicitation statement clearly stating the costs involved must be explained to the customer at all times.
- c) Canvassers should be positioned in such a way to offer an adequate comfort zone to those users of the town centre who choose not to engage with them and at minimum of 5 metres from the shop/companies entrance to not deter people from entering.

16: Rubbish Disposal

- a) Removal of trade waste is the responsibility of each individual trader.
- b) Pitches and surrounding area must be left in a clean and tidy condition.
- c) Any rubbish cleared by the BBP will be charged to the trader at £100.
- d) Any costs incurred by the Council for non-compliance will be recharged to the BID [Explanatory Note: traders who dispose of their litter in the litter bins or other rubbish storage areas rather than taking it away and disposing of it in the appropriate manner increases the costs to the Council. The costs incurred by the Council disposing of waste in relation to such misuse will be charged back to the BID]

17: Cancellation

- a) Cancellations must be emailed through to the BID office by Noon on the day prior to the booking.
- b) 'No-Shows' and late cancellations will automatically be charged at the full pitch rental rate. (unless extraordinary circumstances can be proved).
- c) There will be no refund on the Council Licensing fees.

18: Code of Conduct

- a) Users should perform/conduct their activity in a manner that does not cause danger to the general public and shall not do or say anything, which is likely to cause alarm, distress or offence to members of the public.
- b) Users of the Town Centre must not say or do anything that could pressurise or harass people and must not engage in manipulative techniques with members of the public
- c) Mega phones, electrical speaker systems cannot be used on the Broadway for speech.
- d) The day to day running of the pitches in the Broadway is the responsibility of the Town Centre Manager or delegated authorised person.
- e) **Any contravention of terms 1 to 17 above and any unlawful activity will be deemed as 'Unacceptable Conduct'** this will result in the immediate suspension from trading/promotion in the Broadway, pending an investigation.
- f) The BID Manager's decision is final - appeals to the decision can be made to the Company Secretary BBP, Broadway House, 208 Broadway, Bexleyheath, DA6 7BG.

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- g) Anyone not complying within the terms of a Street Trading License issued in association with BID permission may be liable to legal proceedings by the London Borough of Bexley.

19: General Information

- a) The BBP will not be liable for any loss or damage to any equipment or goods belonging to or under the control or custody of the booked user
- b) Guidelines are subject to change at any time without prior notice.

Review Procedure

1. JOINT REVIEW OF SERVICES

- 1.1 The Council and the Company recognise that the Services are likely to need to evolve to meet the changing needs of service recipients or future changes to the Council's strategy, the external funding environment and other changes which may necessitate changes to the Specification. The Company should have systems in place to achieve continuous improvement in services in the Specification. In order to discuss and agree any changes in the Specification the Company should produce regular reports, normally quarterly (Quarters ending March, June September and December) to be discussed at a meeting within two working weeks of the Quarter ending, when the provision of the services shall be reviewed and the Company shall present its proposals to the Council for developing future Service provision in accordance with but not limited to the Specification and if possible providing the Council with options to maximise revenue. Changes to the Specification and any consequential changes to the Contract shall be dealt with at this review and shall be agreed and recorded by the Parties in writing
- 1.2 In addition the Company shall prepare and submit to the Council by 31st December in every year, its proposals for providing services in the next full year beginning 1st April. These proposals to be discussed in January within two working weeks of the quarter end. This Annual Contract Review shall contain the following matters (the following being a non-exclusive list):-
- 1.2.1 A review of any changes to the Council's strategy, or to the external funding environment that have occurred for which measures may be required for the Council's forthcoming financial year;
- 1.2.2 An analysis of the Services and the delivery of the services throughout the previous year of the Contract focusing on those areas which were successful and those areas where the Services and the delivery of the Services may be improved. This analysis is to include, but not be limited to, a review of events, footfall and lettings;
- 1.2.3 An identification in the Company's view of the reasons referred in clause 1.2.2 above;
- 1.2.4 Any proposed revisions to the Specification

- 1.2.5 An action plan for the forthcoming Contract Year setting out the Company's suggestions of measures that might be taken by the Company the Council or the Council's other companies or suppliers to improve the level of future Service provision or rectify any identified problem areas.;
- 1.2.6 Any proposed methods for achieving efficiency gains
- 1.2.7 Any other matters which both Parties agree requires consideration
- 1.3 The Council and the Company shall discuss the Annual Contract Review at the January Review Meeting together with any proposals by the Council for revisions to the Service or Service delivery. The Council shall then submit to the Company its response to any proposed amendments suggested by the Company in the Annual Contract Review within twenty (20) Working Days of the January Review Meeting together with the Council's proposed revisions (if any). The Parties shall review in good faith all proposed amendments and revisions which if agreed by the Council and the Company shall be incorporated as variations to the Agreement in accordance with clause 15 of this Agreement.
- 1.4 The Company shall when requested so to do by the Council attend with it any other meetings which may be arranged between the Council and any organisations Council officers or Council members where such meetings are concerned with the provision of the Services providing that the Council shall give reasonable notice to the Company of such meetings
- 1.5 The Company will be expected to assist the Council with its objectives to find ways of achieving annual efficiency targets set by the Council. The Council will notify the Company as and when the Council sets any revised targets.
- 1.6 The Council and the Company will agree at each December Review Meeting the methods for the Council achieving with the Company's assistance the relevant percentage of efficiency gains for the forthcoming year with reference to the Services to be provided.

Schedule 4

Complaints Procedure

All complaints to be directed in writing, to the Bexleyheath Business Improvement District Manager who will respond. If the complainant is not fully satisfied with the response the complaint will be escalated to a Director of the company

Schedule 5

Protocol for dispute escalation with the Council

Introduction:

This protocol outlines a method for the Bexleyheath BID Company, for addressing and escalating issues with the Council.

The protocol will streamline the process of resolving issues and allow any problems to be managed and coordinated quickly and effectively by the Council. Outlined below is a three staged approach:-

Contact Protocol

Stage 1: Officer / Area Team:

Initial contact should be made with the following two officers to resolve the issue.

Name: TBC
Position: TBC
Phone: TBC
Email:

Name: TBC
Position: TBC
Phone: TBC
Email: TBC

Response: -

An email will be sent to confirm the issues is being dealt with, outlining suitable action that will be taken, and will also include timeframes / approach for updating the BID Manager on progress.

Stage 2: Heads of Service:

If the officer / area team are non-contactable or unable to resolve the issue, the following head of service should be contacted.

Name: TBC
Position: TBC
Phone: TBC
Email: TBC

Response: -

An email will be sent to confirm the issues is being dealt with, outlining suitable action that will be taken, and will also include timeframes / approach for updating the BID Manager on progress.

Stage 3: Deputy Director:

If the issue is still not resolved after following stages 1 & 2 of the procedure, contact the following deputy director.

Name: TBC
Position: TBC
Phone: TBC
Email: TBC

Response: -

An email will be sent to confirm the issues is being dealt with, outlining suitable action that will be taken, and will also include timeframes / approach for updating the BID Manager on progress.

Stage 4: No Appropriate Response

If it is felt that an 'appropriate response' has not taken place through stages 1, 2 & 3 of the protocol, the issue should be tabled to the BID board, to decide upon the most appropriate action to escalate the issue further.

SCHEDULE 6

(Maps showing locations of feeder pillars and in ground units)

FRISWELL PLACE

Bank






9


11

Clock Tower

100mm orange ducting =96m
 600mm x 600mm duct boxes =3
 450mm x 450mm duct boxes =2

SYMBOL LEGEND KEY:

-  Existing street lighting column. Position to remain only.
-  Proposed main supply feeder pillar. Hubby Street 220V type (1200mm x 1200mm). Complies with 100A three phase 400V supply & electricity index. Note to be supplied by energy supplier.
-  Proposed to Council traders works and note have 10A single phase supply, providing supply to 1x 32A & 1x15A additional socket outlet (10 4345 type). Note to be supplied & installed by others.
-  Proposed cable ducting draw pit. Height to be 600mm x 600mm, installed up to street lighting.
-  Proposed 2x100mm diameter street lighting cable ducting (coloured orange). Ducting to be installed at a minimum depth of 450mm or greater, as required by others. Cable marker tape to be over laid at a minimum depth of 250mm from ground level.

DATE	10/06/2024	BY	TC
PROJECT	Town Centre Traders Power Supply Scheme		
OWNER	London Borough of Bexley		
DESIGNER	 CARTLEDGE 250 Broad Street London, SE1 1PS Tel: 020 7461 4000 Fax: 020 7461 4001		
LOCATION	Broadway section, BEXLEY		
SCALE	1:100	DATE	10/06/2024
PROJECT NO.	TC/100/000000/00	REV	-



2 x 100mm orange ducting = 65m
 600mm x 600mm duct boxes = 4

STREET LIGHTING KEY:

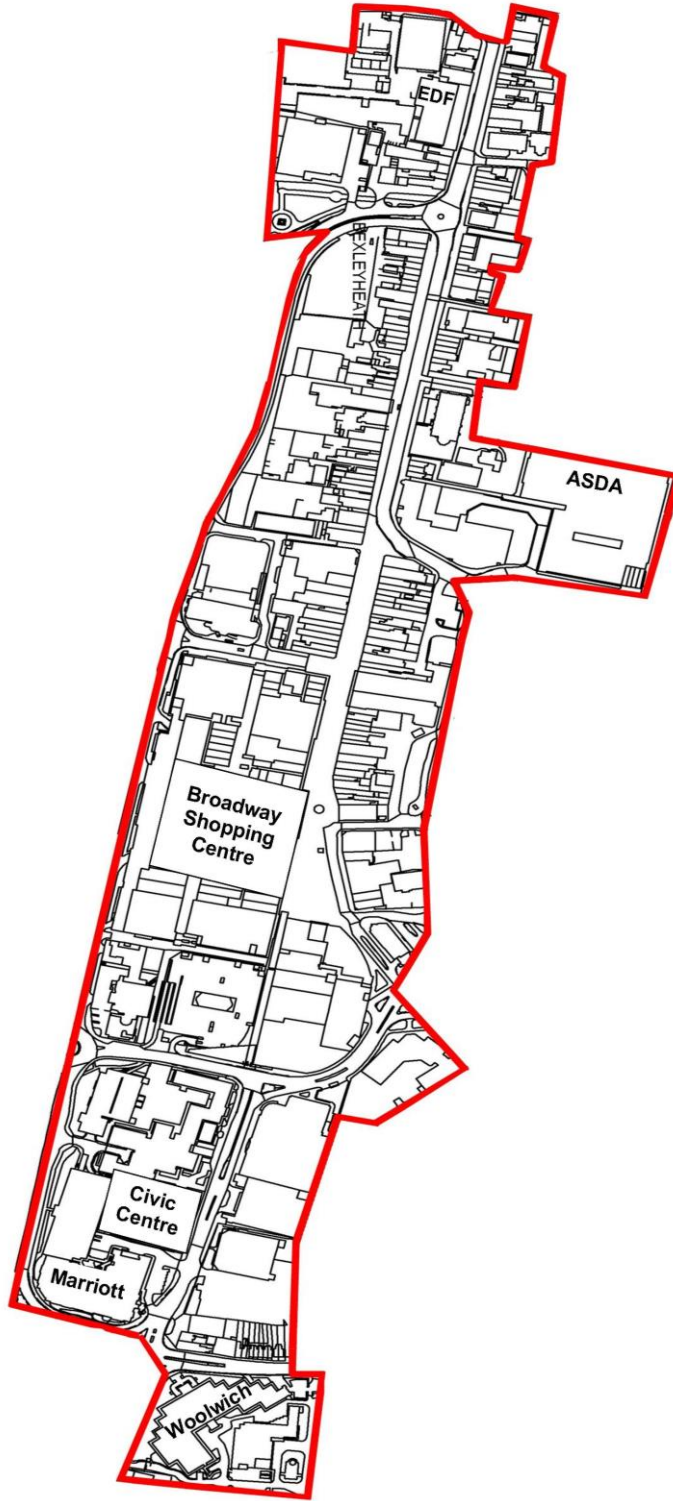
- Existing street lighting columns.
Positions for guidance only.
- Proposed main supply feeder pillar.
Poleway diameter 220mm type (1250mm x 1500mm).
Complete with 100A three phase REC supply & electricity meter.
Meter to be supplied by energy supplier.
- Proposed 16 ground breaker utility unit.
Units have 50kV single phase supply, providing supply to 10 32A & 1x10A industrial socket outlet (IS 4343 type).
Units to be supplied & installed by others.
- Proposed cable ducting draw pit.
Minimum size 600mm x 600mm, marked up as street lighting.
- Proposed 2x100mm diameter street lighting cable ducting (insulated orange).
Ducting to be installed at a minimum depth of 450mm in trench excavated by others.
Cable marker tape to be over laid at a maximum depth of 250mm from ground level.
- REC main cable.
Locations approximate only.

**Preliminary
6/2/12**

<p>Team Centre Traders Power Supplies Scheme London Borough of Broxley</p>			
<p>Broxley</p>			
<p>Brookley section, BEXLEY</p>			
<p>11</p>	<p>12</p>	<p>13</p>	<p>14</p>
<p>15</p>	<p>16</p>	<p>17</p>	<p>18</p>
<p>19</p>	<p>20</p>	<p>21</p>	<p>22</p>

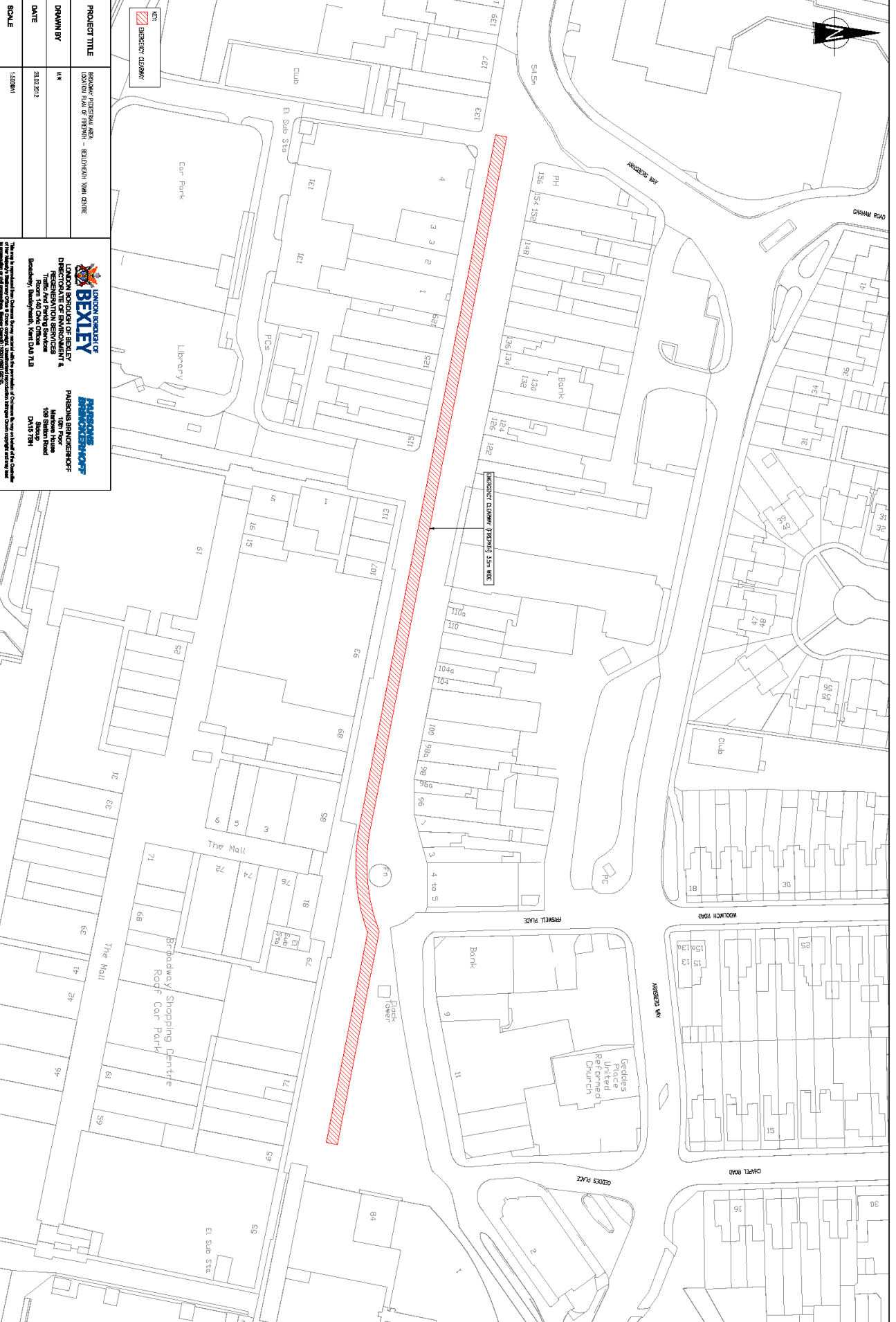
SCHEDULE 7

(Map of Bexleyheath Business Improvement District)



SCHEDULE 8

(Plan showing position of the fire path)



EXT. SUPERIOR CLERK

PROJECT TITLE	ROOFTOP RESERVATION AND CONSTRUCTION OF THE NEW - BRADWAY/ THE MALL
DRAWN BY	AK
DATE	28.02.2012
SCALE	1:500M

LONDON BRISTOL & PARIS
EXLEY
 LONDON BRISTOL & PARIS
 ROOFTOP RESERVATION SERVICES
 TRAFFIC AND PARKING SERVICES
 BRADWAY, BRISTOL, WEST DASH T13

PARSONS BRINCKERHOFF
 PARSONS BRINCKERHOFF
 NATIONAL HOUSE
 108 Station Road
 DASH T13

This site has been prepared for the use of the proposed development and is subject to the conditions of the planning permission and any other relevant planning conditions. The information is provided for your reference only and is not intended to be used for any other purpose.

SCHEDULE 9

(Events Management Checklist)

BEXLEYHEATH
Business Improvement District

Bexleyheath Events Checklist



the below information should be properly recorded and included in the Event Management Plan and Steward Briefing

Working event Title	
Location	
Event Date	
Event Time	
Reason for event	
Objectives	
Audience	
Risk Assessment	
Fire Risk Assessment	
Funding Opportunities	

Licence Requirements	Needed?	Applied by whom	Applied - date	Obtained - Date
Alcohol Licence				
Entertainment Licence				
PPLPS Licence				
Street Trading Licence				
Street Promotion Licence				

Facilities	Needed?	What requirements	Budgeted Cost	Banked - date	Actual Cost
Site Plan					
Staffing					
Security					
First Aid					
Refreshments					
Access					
Refuse					
Weather protection					

Equipment requirements	Needed?	What requirements	Budgeted Cost	Banked - date	Actual Cost
Hired Infrastructure*					
BID Infrastructure					
Trade Stand*					
Prima Stand*					
Van Hire					
Safety Barriers					
Communication tools					

***All relevant documentation must be received and recorded 28 days prior to the event with checks against the relevant inflatables will be allowed under any circumstance**

Publicity / Promotion	Needed?	What requirements	Budgeted Cost	Banked - date	Actual Cost
Artwork					
Print					
Paid Adverts Local Press					
Paid Adverts Social Media					
BID Digital Media					
Pre-event Press Release					
Post-event Press Release					

Safety Advisory Group	Shared	Feedback
Council Highways		
Council Street Works		
Council Parking		
Council Licensing		
Community Safety Partnership		
Police Christchurch Ward		
Police Licensing		
London Fire Brigade		
London Ambulance Service		

De-Brief	Number received	Feedback
Security Issues		
First Aid incidents		
Fire Incidents		
Weather		
FantFall WaW		
FantFall YaY		
Facebook likes		
Facebook Reach		
Twitter likes		
Re-Tweets		
Instagram likes		
Lessons Learned	N/A	
To be repeated	Yes/No	

All of the below information should be properly recorded and included in the Event Management Plan and Steward Briefing pack

Vendor/trader/performer				
Service provided				
Event Date				
Event Time				

Risk Assessment Received	
PL Insurance Received , above £5 Mil and in date	

Licence Requirements	Needed?	Applied by who	Applied -date	Obtained - Date
Alcohol Licence				
Entertainment Licence				
PPLPRS Licence				
Street Trading Licence				
Street Promotion Licence				
Food safety certificates				

Facilities	Needed?	What requirements	Budgeted Cost	Booked - date	Actual Cost
Site Plan shared					

***All relevant documentation must be received and recorded 28 days prior to the event with checks against the relevant legislation**