

DATED *14th February* 2018

THE LONDON BOROUGH OF BEXLEY

AND

SIDCUP PARTNERS LIMITED

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BASELINE AGREEMENT FOR PROVISION  
OF STANDARD SERVICES

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## **BASELINE AGREEMENT FOR PROVISION OF STANDARD SERVICES**

**THIS AGREEMENT** is made the 14<sup>th</sup> day of February 2018

### **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) **SIDCUP PARTNERS LIMITED** ("the BID Company") registered as a company limited by guarantee having no share capital in England with company number 10334272 whose registered office is at 1 Elm Parade Sidcup Kent DA14 6NF

### **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 the 25<sup>th</sup> November 2016, 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** means the period 1 April 2017 to 31 March 2022

**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 dated 14 February 2018 between the Council and the BID Company which sets out various procedures for the collection, monitoring and enforcement of the BID Levy;

**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 2 officers of the Council, each of whom must have authority to make decisions on behalf of the Council, and 2 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, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.

## **3. Commencement and Continuation Requirements**

- 3.1 This Agreement shall take effect as from 1<sup>st</sup> April 2017 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 9 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. No work shall be undertaken on the public highway by a contractor other than the Council's term maintenance contractor for the purpose of maintenance without an agreement in writing with the Council as highway authority.

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 in accordance with its procurement policies and procedures. In the absence of such policies and procedures the BID Company will use the remainder of this Clause 4.4 together with Clauses 4.5 and 4.6 as a guide:

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 £181,302 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 £181,302 and above the BID Company shall undertake a full open competitive procedure in accordance with all current UK and European 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 date 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. NOT USED**

## **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:- )



*Paul Mee*

Deputy Director *of Race Communities and Customer Services*

*NV Mee*

Deputy Director *Corporate Services*

Executed as a deed by Sidcup Partners )  
Limited acting by )  
a director and )  
a director or its secretary )

Director/*Chairman*  
*Patty*

Director/Secretary

*helo*

## **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.

#### **1: Highways Maintenance**

##### **1.1 Highways Maintenance**

This Contract includes 24-hour emergency call out to repair/remove hazards from the highway. Reactive and planned maintenance for highway infrastructure including road markings, carriageway surfacing and applied finishes. It also includes gully cleansing and maintenance of highway drainage including subway drainage, watercourses and lake cleaning.

##### **1.2 Public Lighting Maintenance**

This Contract includes the maintenance of all street lighting on the public highway including the remedial works to ensure the lighting unit, any regulatory sign, warning sign and all other public lighting units and street furniture are brought back in to service within 5 working days of being reported defective. The Contract also includes a schedule of rates for new and improved street lighting. This Contract includes testing of all highway electrical apparatus, which is required by legislation to be carried out on a rolling programme every 6 years.

##### **1.3 Street Works**

Under the New Roads & Street Works Act 1991 (NRSWA), all statutory utility companies contractors, developers etc. must notify the Council of their intention to undertake any work on the public highway and will apply for Permits under the London Permit Scheme before works any works are undertaken, or if developers/contractors, apply for the appropriate licence.

The timing of these works is co-ordinated by the Street Works Team to minimise disruption to traffic and the public, with any work undertaken being monitored to ensure that the integrity of the highway is maintained and carried out in a safe manner.

#### **2: Highway Safety Inspections**

**2.1** Highway safety inspections are designed to identify defects in the highway infrastructure and are undertaken at two levels within the BID area. Shopping area roads are inspected on a monthly basis and other residential roads are inspected six monthly.

**2.2** The Council inspects for defects on all the roads, footpaths and associated infrastructure (signs, bollards etc) that constitute the public highway on a rolling programme. Roads in the BID area included on monthly inspections are:

High Street  
Main Road (Part only)  
Sidcup Hill (Part only)

Station Road  
Elm Road (Part only)  
Hatherley Road (Part only)  
Hadlow Road (Part only)  
St. Johns Road (Part only)  
Rectory Lane (Part only)  
Blackhorse Road  
Back Road  
Nelson Road  
Nisbett Walk  
Hamilton Road (Part only)  
Jenner Close  
Halfway Street (Part only)  
Old Farm Avenue (Part only)  
Alma Road (Part only)  
Jubilee Way (Part only)  
Burnt Oak Lane (Part only)  
Hurst Road (Part only)  
Longlands Road (Part only)  
Church Road (Part only)  
Church Avenue (Part only)  
Victoria Road (Part only)  
Faraday Avenue (Part only)

**2.3** The Council will respond to reports from the public & the BID Company of defects and will repair in accordance with the Council's approved intervention criteria.

**2.4** Defects, trips or potholes are defined as when they exceed intervention levels and are in a position to cause a risk of danger to the public. Lesser defects or lower risk are recorded and prioritised for attention.

**2.5** Any defects identified during a safety inspection are repaired according to a strict intervention criteria and fall into two categories, Priorities 1 and 2.

**2.6** Any defect meeting a Priority 1 criteria for repair is temporarily or permanently made safe within one hour of attendance on site by the Council's Term Highway Maintenance Contractor. The Highway Technician remains on site until the repair has been executed.

**2.7** Defects meeting a Priority 2 criteria are considered non-urgent and are issued for repair, with completion being undertaken within ninety days.

**2.8** The Council also inspects roads and footpaths every four years to decide on each element's priority in terms of large-scale planned/preventative highway maintenance.

**2.9** The Council as Highway Authority does not allow anyone other than approved contractors to carry out maintenance work on the public highway.

**2.10** Street Scene Services and Engineering Services are responsible for the 'Traffic Manager Role' for the Council pursuant to the Traffic Management Act 2004. This role places a duty on the Council to manage the road network with a view to achieving, so far as reasonably practicable, the expeditious movement of traffic on the Council's road network

by the co-ordination of all works on the public highway by the Council's own contractors and statutory undertakers and other agencies.

### **3: Street Cleaning**

#### **Monday to Saturday Cleansing**

**3.1** Between 0600 hours and 0800 hours, Monday to Saturday, & Sundays 0600 and 1000, the shopping area within the BID area is attended and cleansed. The use of suitable pavement mounted mechanical sweepers is utilised for this purpose.

**3.2** Between 0900 hours and 1745 hours from Monday to Saturday (High Street) shall be continuously manned and cleansed by 1 operative.

**3.3** The operatives continually patrol the area throughout these periods to achieve the contractually specified standard of cleansing. The Contractor makes arrangements for operatives break periods to be covered by other operatives to enable the specified level of Service to be maintained.

#### **3.4 Sunday Cleansing**

On Sundays between 0600 hours and 1000 hours, Sidcup Shopping Area is attended and cleansed.

**3.5** Cleansing of Shopping Areas includes the first 20 linear metres of any Highway which has a junction with or abuts onto the Shopping Area.

**3.6** The Cleansing of the BID Area includes the Highway channel. Where mechanical sweeping is scheduled to take place, any accessible litter, debris, detritus and broken glass in locations other than solely the channel is removed during the cleansing operation. This includes weed growth in excess of 150mm.

**3.7** Any enforcement action taken in response to programmed or response visits relating to littering, dog fouling or fly tipping is undertaken in accordance with the Service Area's published Enforcement Policy which is subject to review and change from time to time.

### **4: Street Lighting Maintenance**

**4.1** Highway street lighting is inspected during the hours of darkness on a fortnightly schedule in order to identify failures. Those lights found to be non-operational are referred to the Council's Term Street Lighting Maintenance Contractor for repair. The repair completion target is five working days unless the fault is within the underground supply cable. Where the fault relates to the electricity supply to the facility this is the responsibility of the electricity company, UKPN to repair and the Council is dependant on the service they provide

**4.2** All street lights are inspected and cleaned every four years and the lamp is replaced during this operation.

**4.3** Illuminated road signs and keep left bollards are subject to annual maintenance. Additional cleaning of keep left bollards is undertaken during the winter months on a reactive basis if the need arises.

## **5: Gully Cleaning**

**5:1** Gully cleansing is currently undertaken twice per annum at six monthly intervals and involves the gully grid being lifted and all waste removed from grid and frame. The gully chambers are cleaned out, including scooping out all waste.

**5:2** The connections and outlets are checked for operational working during a blow-back cycle and any connection or outlet found not to be free flowing, is rodded or jetted to remove any obstruction

**5:3** The gully is left empty with the bottom visible. When the gully is empty and clean the gully grid is replaced on its correct seating and will be marked to deter theft.

**5:4** Main surface and foul water sewers are the responsibility of Thames Water Utilities Ltd.

## **6: Highways Grounds Maintenance**

**6.1** The Council's appointed contractor for grounds maintenance services is Kier GM Services. The contractor maintains grass and shrub areas associated with the highway. Other amenity areas may also be included where they have been adopted by the Council.

**6.3** Highway shrub beds in the BID area are maintained on a regular basis which includes on cycle litter clearance, weeding, shrub pruning and soft edging. This is undertaken during the growing season, generally from February to October. Reactive litter clearance may be carried out by operatives engaged on the wider Street Services Contract.

**6.4 Trees within the BID area** are inspected for safety, disease and condition every four years. Any trees that are deemed to be unhealthy (dead, diseased or dying), or constitute a potential danger, are removed. Where possible, a replacement tree is planted in a similar location. Tree pruning is undertaken where required, on a four yearly basis.

## **7: Winter Maintenance**

**7.1** Given the erratic pattern of the climate, the occurrence and extent of wintry conditions varies considerably through the Winter Maintenance Season and from year to year. However, in order to achieve a balance between economy and the optimum capability to react to severe conditions, two distinct periods of risk have been identified which cover the entire Winter Maintenance Season. These periods are:-

**(7.1 a)** High Period - December, January, February - when severe conditions are normally expected.

**(7.1 b)** Low Period - October, November, March and April - when severe conditions can arise.

**7.2** Bexley Council as the Highway Authority has prioritised the Public Highways where Precautionary Salting of the carriageway is essential & a priority. Those carriageway routes within the BID area are , Elm Road, Chislehurst Road, Main Road, Station Road, Hatherley Road, Christchurch Road, Manor Road, The Green, Church Road, Rectory Lane, Knoll

Road, The Drive, Hadlow Road, Granville Road, Lansdowne Road, Hatherley Crescent, Faraday Avenue, Longlands Road, Hurst Road, Burnt Oak Lane, Halfway Street, Old Farm Avenue.

**7.3** Precautionary mechanical salting comprises salting at varying spread rates for frost, ice and Snow, when forecast, forming and/or falling and laying.

**7.4** Pedestrian areas and footways within the BID area are hand salted when required according to the Council's Winter Maintenance Plan and guidelines.

**7.5** The current Winter Service is provided by Serco Street Services, which forms part of the wider Contract.

## **8: Highway Enforcement and Licensing**

**8.1** The Council's Highway Enforcement Team manage the licensing and highway enforcement operations pertinent to the public highway for Bexley Council as the Highway Authority.

**8.2** Licensing issues on the public highway may relate to Control of Scaffolding; Control of Hoarding; Control of Skips; Control of Building or other Materials etc.

**8.3** Enforcement matters relate to offences under a range of legislation.

**8.4** The removal and storage of abandoned and nuisance vehicles initially under the Refuse Disposal (Amenity) Act 1978.

**8.5** Issue of Street Trading Licences and control of illegal street trading under the London Local Authorities Act 1990 (As Amended).

## **9: Car Park Cleaning**

**9.1** This operation is carried out by Serco Street Services on a weekly cycle, normally on a Sunday.

## **10: Fly Tipping**

**10:1** Fly tipping that has been reported or identified is removed from the public highway and areas in public ownership on a reactive basis. Small amounts of non-hazardous material are investigated and removed by a mobile response crew or, by on site cleansing operatives.

**10:2** Hazardous wastes is cordoned off and then removed by specialist contractors. Where evidence can be gained identifying the person or company responsible for the fly tipping, appropriate action is taken in writing and fixed penalty notices may be issued. Where repeat offences are identified by the same person or company, further legal action is taken.

**10:3** Fly tipping on private land is dealt with by the Council's Home and Environment Team where there is a risk to health.

**10:4** Similarly the Highway Enforcement Team may deal with fly tipping in private alleyways and can remove items which cause harbourage to vermin but the costs will be recovered from the landowners.

**10.5** Any enforcement action taken in response to programmed or response visits relating to littering, dog fouling or fly tipping is undertaken in accordance with the Service Area's published Enforcement Policy which is subject to review and change from time to time.

## **11: Graffiti Removal**

**11.1** A graffiti removal service is operated by the Council to remove any graffiti on public property or, private property if it is visible from the public highway and within a reasonable height that can be reached safely by removal services. The target response time for removal is within seven working days of issuing to the removal contractor.

**11.2** Offensive graffiti is removed within twenty four hours. Racist graffiti is reported to the police and removed after their investigations have been completed.

## **12: Provision of Public Conveniences**

**12.1** There is one privately operated Automatic Public Convenience (APC) in St Johns Road. The private APC is a 24 hour operation.

## **13: Refuse/Recycling Collection**

**13.1** The Council has individual Trade Waste agreements with many of the businesses within the BID area which are collected according to need.

**13.2** Domestic refuse is collected from residential properties on a fortnightly basis with recycling collections being undertaken weekly.

## **14: Recycling Facilities**

**14.1** Mini recycling centres are provided for public use at the following locations within the BID area:

- Morrisons Car Park, Sidcup DA146AF
- Tesco's Londlands Express 4-6 station Parade
- Sidcup Working Mens Social Club , 169 Main Road Sidcup
- Co-op Car Park, Greenwood Close, Sidcup DA15 9AD
- 

## **15: Out of Normal Working Hours Emergency Response**

**15.1** The Council's Street Scene Services Department operates and out of normal working hours emergency response service. This operates Monday to Friday between 1700 to 0800hrs and Weekends / Bank Holidays (including Easter and Christmas) to deal with any highway related emergencies that may arise. These may include attending road traffic accidents to clear debris and make safe damaged street furniture; clearing spillages (fuel, chemical, physical etc.); clearing or guarding fly tipping incidents; making safe damage to the highway; carriageway collapses; localised flooding response; respond to storm conditions (fallen trees etc.); attend to failed utility services e.g. burst water mains, until the appropriate company attends site..

## **16: Normal Working Hours Emergency Response**

**16:1** In addition to the above out of normal working hours service provision and all other detailed services, an emergency 24/7 response is available to deal with any major or minor emergency that may occur.

**16:2** The above emergency response services links with emergency services (police, fire, ambulance) during major emergency situations and has a co-ordinated role.

## **17: Trading Standards & Environmental Health Inspections**

**17:1** All businesses operating within the BID Area are subject to regular inspections for a variety of purposes:

- Trading Standards
- Food Safety
- Health & Safety at Work etc
- Licensing and
- Gambling

**17:2** The frequency of visits is determined by the risk posed to the public by the nature of each business. Additional visits may be carried out in response to complaints received by the Service Area.

**17:3** In addition complaints relating to nuisance and general public health, including noise, pest activity, smells, and drainage problems etc may also result in additional visits.

**17.4** Any enforcement action taken in response to programmed or response visits is undertaken in accordance with the Service Area's published Enforcement Policy which is subject to review and change from time to time. The current version can be found at [\*\*www.bexley.gov.uk\*\*](http://www.bexley.gov.uk).

## **18: Street Trading**

**18.1** All businesses operating on the Highway within the BID Area must have a Street Trading License issued by the Council and are subject to regular inspections by the Highway Enforcement Team. The frequency of visits is determined **by workload priority and staffing levels**

**18.2** Additional visits may be carried out in response to complaints received by the Service Area. Any enforcement action taken is in accordance with the governing legislation.

## **19: Parking Enforcement**

**19.1** The Council's Parking Services team will work directly with the BID team to ensure a balanced and effective Parking Enforcement Service is provided to meet the needs of commercial, trade, residential and other stakeholders within the BID area.

**19.2** A reactive service can be provided to deal with a specific issue, subject to availability of resource.

## **20: CCTV**

**20.1** There are currently 34 town centre cameras which include 25 positioned in car parks within the BID Area. The CCTV Camera locations are detailed in schedule 3

**20.3** All CCTV Cameras located within the BID Area are recorded on a 24 hours per day, 7 days per week basis.

**20.4** All CCTV Cameras are held by the Police for policing purposes.

**20.5** Documentation detailing CCTV Camera incidents is archived and kept for a period of 6 years.

**20.6** Recordings from all CCTV Cameras are made and archived for a period of 1 calendar month before being destroyed, except for recordings required for evidential purposes which are retained for as long as is necessary for such purposes.

**20.7** Incidents detected as a result of CCTV Camera monitoring result in either contact with the police, Town Safe members or other Council Services as appropriate.

**20.8** Regular contract monitoring meetings take place where key performance indicators are reviewed.

**20.9** The Council may add, remove or reposition cameras within the BID Area at it's own discretion.

**20.10** CCTV Camera recordings are governed and protected by the Data Protection Act 1998 and the Operating Guidelines issued by the Information Commissioner. As such the Council can only grant access to recorded images to those legally entitled to them.

## **Part 2 – Additional Services**

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

**Highway Safety Inspections** - Safety inspections of hard landscaped private areas within the BID can be scheduled and undertaken.

**Public Lighting** – Inspection and maintenance of public lighting within the BID can be arranged at Council term contract rates.

**Street Cleaning** – Cleaning of external private areas (including car parks) within the BID can be scheduled and undertaken at Council term contract rates.

**Gully Cleansing** – Cleaning of surface water drainage can be scheduled and undertaken within the BID (this cannot include any surface water systems within or attached to building structures and does not include any foul water systems whatsoever).

**Graffiti Removal** – Graffiti on private structures within the BID that are not visible from the public highway can be removed at Council term contract rates. (Areas of graffiti at high level will attract additional costs to those with easy access).

**Security** – Security and key holding services can be arranged for premises within the BID.

**CCTV** – Additional services can be provided within the BID (Refer to clause 4.2 of the agreement).



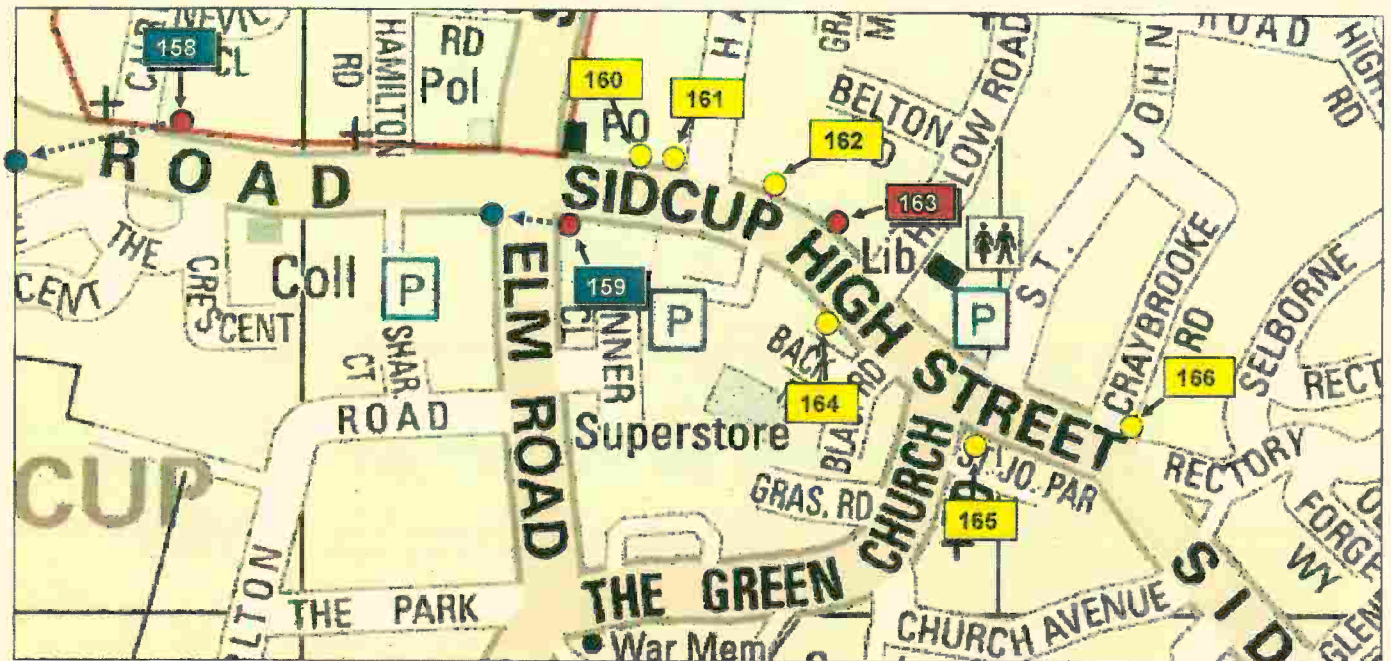
## SCHEDULE 2 – BID AREA MAP





## CCTV Map and Camera Locations

# SIDCUP



-  Recommend Removal
-  Recommend Moving
-  Recommend Move To

Carpark Cameras not shown



