

OPERATING AGREEMENT

Dated

Coventry City Council

AND

Coventry BID Limited (Business Improvement District) Company

Contents

Section	Title	Page
1	Definitions	
2	Statutory Authorities	
3	Commencement	
4	Setting the BID Levy	
5	The BID Revenue Account	
6	Debits from the BID Revenue Account and the Council's Service Charges	
7	Collecting the BID Levy	
8	Communication with BID Levy Payers regarding the collection of the BID Levy	
9	Procedures available to the Council for enforcing payment of the BID Levy	
10	Enforcement Mechanisms for non-collection of the BID Levy by the Council	
11	Accounting Procedures and Monitoring	
12	Termination	
13	Confidentiality	
14	Notices	
15	Miscellaneous	
16	Exercise of the Council's powers	
17	Contracts (Rights of Third Parties)	
18	Dispute Resolution	
19	Arbitration	
20	Governing Law and Jurisdiction	
	Schedule 1 – The BID Levy Rules	
	Schedule 2 – The Baseline Agreement	
	Schedule 3 – The BID Area Plan	

OPERATING AGREEMENT

Dated

Between

(1) The Council of the City of Coventry (The Council) of Council House, Earl Street, Coventry, CV1 5RR

and

(2) Coventry BID Limited registered as a company limited by guarantee in England with number 10726623 whose registered office is 25 Warwick Road, Coventry CV1 2EZ or Old Grammar School, Hales Street, Coventry, CV1 1JD.

Recitals

- A. The Council is the billing authority for the purposes of the Local Government Act 2003 and is responsible for collecting the BID Levy and administering the BID Revenue Account which shall be used towards the operation of the BID within the area of the Council and the funding of the BID Arrangements.
- B. Coventry BID Limited is the BID body and is responsible for the operation of the BID and for using the BID Levy for the purposes of achieving the objectives and aspirations set out in the BID Arrangements.
- C. Both parties wish to confirm the arrangements by which the BID Levy shall be collected together with general arrangements as to the relationship to be established between the Council and the Coventry BID Limited for the duration of the BID.
- D. The purpose of this Agreement is to:
- Establish the procedure for setting the BID levy
 - Confirm the basis upon which the Council will be responsible for the collection of the BID Levy
 - Set out the enforcement mechanisms available for collection of the BID Levy
 - Set out the procedures for accounting and transference of the BID Levy
 - Provide for the monitoring and review of the collection of the BID Levy
 - Confirm the manner in which the Council's expenses incurred in collecting the BID Levy shall be paid

It is agreed:

1. Definitions

The Annual Report means a report for each Financial Year to be prepared by the Council which details the following:-

- (i) The total amount of BID Levy collected during the relevant Financial Year;
- (ii) The amount of interest which has accrued on the BID Revenue Account during the year;
- (iii) Details of the success rate for the collection of the BID Levy;

- (iv) Details of those BID Levy Payers who have paid the BID Levy and those who have not paid the BID Levy (provided that any such disclosure shall not breach Data Protection Legislation); and
- (v) Details of Bad or Doubtful Debts

The Appeal Notice means a notice to be served by Coventry BID Limited in accordance with the clause 10.2

Bad or Doubtful Debts shall have the same meaning as further described in Part 2 of Schedule 3 of the Regulations

The Ballot Result Date means the date upon which a successful ballot result has been declared in favour of putting in place the BID Arrangements

The Baseline Agreement means the Agreement annexed at Schedule 2

The BID means the Business Improvement District which operates in Coventry City Centre, the extent of which is shown on the plan in Schedule 3 and which is managed and operated by Coventry BID Limited

The BID Area means the area in Coventry City Centre delineated by a thick black line on the plan in Schedule 3 to this Agreement

The BID Arrangements means those arrangements to be put in place pursuant to the Regulations for the operation of the BID

The BID Board means the board of the Coventry BID Limited or the board of representatives as provided by the BID Arrangements and described as "the BID Board"

The BID Indebtedness means the sum of Sixty Five Thousand Pounds (£65,000) representing the overspend owed to the Council and to be repaid in accordance with the provision of clause 11.9

The BID Indebtedness Repayment Period shall mean the period of 12 months (2018/19 financial year) with the first repayment date being in accordance with the provisions of this agreement and every Quarter thereafter

Coventry BID Limited's Report means a report for each Financial Year to be prepared by the Coventry Bid Limited which details the following:

- (a) the total income and expenditure of the BID Levy
- (b) other income and expenditure of the Coventry Bid Limited not being the BID Levy
- (c) a statement of actual and pending deficits; and
- (d) the various initiatives and schemes upon which the BID Levy has been expended by the Coventry Bid Limited

The BID Levy means the charge to be levied and collected within the BID area pursuant to the Regulations

BID Levy Payer (s) means the non-domestic rate payers responsible for paying the BID Levy

The BID Levy Rules means the rules set out in Schedule 1 which sets out how the BID Levy will be calculated, details of Exempt Properties and other requirements related to the BID Levy (as may be amended by a successful alteration ballot)

The BID Revenue Account means the account to be set up in accordance with Regulation 14 and operated in accordance with Schedule 3 of the Regulations

The BID Term means the period of 5 years from 1st April 2018 to 31st March 2023

The Business Rates Bill means the bill issued by the Council for business rates

The Collection Report means the monthly report provided by the Council to the Coventry BID Limited in accordance with clause 11.2

Demand Notice shall have the same meaning ascribed to it as further set out in Schedule 4 of the Regulations

Electronic Communication means a communication transmitted (whether from one person to another, from one device to another or from a person to a device or vice versa):

- (a) By means of a telecommunication system (within the meaning of the Telecommunications Act 1984); or
- (b) By other means but while in electronic form

The Enforcement Expenses means all the costs which are incurred by the Council in issuing a Reminder Notice and or obtaining Liability Orders and associated administrative expenses which may be incurred in recovering unpaid BID Levy

The Enforcement Notice means a notice to be served on the Council as specified in Clause 10

The Exceptions means the circumstances in which the Council shall not be required to seek to enforce payment of the BID Levy where a BID Levy Payer has failed to make payment pursuant to the Demand Notice, as such circumstances are set out in or determined in accordance with Schedule 4 of the Regulations

The Exempt Properties means those class or classes of properties as identified in the BID Levy Rules which shall either be exempt from any requirement to pay the BID Levy

The Financial Year means the financial year for the Coventry BID Company which runs from 1st April to 31st March

Hereditament shall have the same meaning as defined in the Regulations

Liability Order means an order obtained from the Magistrates Court

The Council's Termination Notice means the notice to be served by the Council on the BID Company pursuant to Clause 12.2

The Monitoring Groups means the group to be set up to monitor the collection and enforcement of the BID Levy (as more particularly described in Clause 11)

The Operational Date means the date upon which the BID Arrangements come into force, which is 1st April 2018

The Public Meeting means the meeting to be held of all BID Levy Payers pursuant to the Public Meeting Notice

The Public Meeting Notice means a notice to be served pursuant to Clause 12.1 or 12.2 by either the Council or the Coventry BID Limited which provides the following:-

- (a) Confirmation that either party is considering terminating the BID;
- (b) Details of the venue where the Public Meeting will be held;
- (c) Confirmation that all BID Levy Payers who attend will be permitted to make representations

Quarter means the following dates: 31st May 2018, 31st August 2018, 30th November 2018 and 28th February 2019

The Regulations means the Business Improvement Districts (England) Regulations 2004 and such amendments made by the Secretary of State pursuant to Section 48 of the Local Government Act 2003 (from time to time)

The Reminder Notice means the notice to be served pursuant to Clause 9.1

The Service Charges mean the annual costs of the Council in providing the Services

The Services mean (a) generally the support and administration services provided by the Council in respect of the BID, including, without limitation, the collection of the BID Levy and transfer to Coventry BID Limited, and (b) the preparation of the monthly Collection Report, Annual Report and attendance at least six-monthly meetings of the Monitoring Group.

2. Statutory Authorities

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

3. Commencement

3.1 This Agreement shall take effect on the date of this Agreement

3.2 If, at the end of the BID Term, a renewal ballot is held and is successful then the terms of this Agreement shall be reviewed and a new operating agreement will be established for the new BID term.

4 Setting the BID Levy

4.1 Following the Ballot Result Date the Council shall:-

- (i) Calculate the BID Levy due from each BID Levy Payer in accordance with the BID Levy Rules; and

- (ii) Confirm in writing to Coventry BID Limited the BID Levy payable annual by each BID Levy Payer

5. The BID Revenue Account

- 5.1 As soon as is reasonably practicable following the Ballot Result Date and presuming a successful renewal ballot, taking into account any call in period, the Council shall keep a BID Revenue Account in accordance with the Regulations and accounting codes of practice that are in force at the time and provide written confirmation of all relevant details to Coventry BID Limited
- 5.2 As soon as is reasonably practicable following the Ballot Result Date the Coventry BID Limited shall provide the Council with details of its own bank account into which the BID Levy shall be transferred electronically from the BID Revenue Account on production of an invoice by Coventry BID Limited in accordance with clause 7.8.
- 5.3 Any and all interest which accrues on the BID Revenue Account shall be paid to Coventry BID Limited. Any interest accrued shall be paid to Coventry BID Limited in accordance with the procedures set out in 7.9.

6. Debit from the BID Revenue Account and the Council's Service Charges

6.1 The Council shall not debit directly from the BID Revenue Account:-

- (i) the Service Charges;
- (ii) the Enforcement Expenses; or
- (iii) any deductions which in the Council's opinion are Bad or Doubtful Debts

SAVE in the situation where one or more of the following events occur:

- (iv) the payment of the sum referred to in clause 6.2 remains unpaid after the expiry of 28 days of the invoice date
- (v) where the Council has been unable to recover any or all the Enforcement Expenses following compliance with the obligations contained in clause 9.3
- (vi) the provisions of clause 11.9 are triggered.

6.2 The Council will bear the cost of levy collection (Service Charges) up to a maximum of £20,000 per annum representing its reasonable administrative costs in providing the Services and having effect on the 1st April of each year for which a BID is in place. Following receipt by Coventry BID Limited of a valid VAT invoice, the first payment will be due together with VAT thereon within 28 days of the invoice date, or later by agreement at the end of each financial year. A breakdown of this charge will be required from the Council to ensure transparency. If the Council is subject to costs over and above £20,000 which are necessary for the effective collection and administration of the levy, the Council will notify the Coventry BID Limited in writing. The Coventry BID Limited will meet the additional costs. Additional costs might be related to (but not exclusively) and changes to the BID Levy Rules (see Schedule 1) or BID Legislation and

Regulations which results in additional administration or staff costs, changes required to IT systems(s) used to administer the BID Levy; or increases in printing and postal costs

- 6.3 The Council will set out any additional costs and give an explanation and justification for that cost to the Coventry BID Limited within a month of becoming aware of that additional cost. This will be discussed by the Monitoring Group at either it's next planned or an ad hoc meeting called by the Coventry BID Limited or the Council. The Council will endeavour to give the Coventry BID Limited as much notice as is reasonably practicable of any additional cost likely to be incurred. The Council shall send an invoice for any additional cost following discussion at the Monitoring Group. The payment will be due within 30 days of receipt of invoice.
- 6.4 The Council shall use reasonable endeavours to recover the Enforcement Expenses from the liable BID Levy Payer, in accordance with Clause 9.
- 6.5 The Council shall discuss with the Monitoring Group any debts which the Council is intending to classify as Bad or Doubtful Debts. A course of action will be agreed with the Council as to further enforcement of such debts or to provide for the writing off of such debts.

7. Collecting the BID Levy

- 7.1 The BID Levy for each year will be collected from BID Levy Payers in one instalment (where possible) due on April 1 for each year of the BID Term, or on a designated billing date.
- 7.2 The Demand Notices shall be a separate bill and shall not be combined with the Business Rate Bill or despatched in the same envelope as the Business Rate Bill.
- 7.3 The Council shall serve the Demand Notice in accordance with the requirements set out in clause 7.2 on each BID Levy Payer on or around 15th March in each year and shall continue to calculate the BID Levy and serve the Demand Notices throughout the BID Term.
- 7.4 In the event of each change in the occupier of each Hereditament or the merger or division of a Hereditament (or provision of an additional Hereditament) shall:
 - (a) serve an updated list of BID Levy Payers upon the Coventry BID Limited together with details of the consequential changes to liability for the BID Levy;
 - (b) serve a Demand Notice (or alter any existing Demand Notice if appropriate) on the relevant BID Levy Payer as soon as practically possible with comparable payment terms as those applicable to Demand Notices issued at the beginning of the Financial Year.
- 7.5 The Council shall use all reasonable endeavours to collect the BID Levy throughout the BID Term, which includes collecting the BID Levy on the date specified (pursuant to Clause 7.1 above and in any Demand Notice pursuant to Clause 7.3) and thereafter on an annual basis and in accordance with the procedure set out in Schedule 4 of the Regulations.

7.6 Every month during the BID Term the Council shall inform the Coventry BID Limited of the amount of BID Levy monies collected, less any refunds to outgoing BID Levy Payers during that month. Any amendments made to the BID Levy monies following any refunds shall be made in accordance with the provisions of Schedule 1 (changes to the Rateable Value).

7.7 The Council shall use all reasonable endeavours which are consistent with its usual procedures for the collection of non-domestic rates to collect the BID Levy.

7.8 The BID Levy collected shall be paid by the Council to the Coventry BID Limited as follows:

(a) Coventry BID Limited shall be entitled to raise an invoice to the Council:

(i) twice monthly during April and May of each Financial Year; and then

(ii) following the period in sub-paragraph (i), no more frequently than on a monthly basis.

Such invoice to be based on the information outlined in Clause 7.6, for the total amount of BID Levy monies collected, minus the total of BID Levy monies previously invoiced for and paid to Coventry BID Limited in the relevant Financial Year.

(b) Payment of invoices raised under this Clause 7.8 is to be made within 10 working days of receipt of the invoice.

7.9 Any interest to which Coventry BID Limited is entitled to under Clause 5.3 will be paid to Coventry BID Limited once a year as follows:

(a) The Council shall inform the BID of the amount of interest which has accrued on the BID Revenue Account during that financial year in the Annual Report.

(b) Coventry BID Limited shall raise an invoice to the Council for the amount of interest which has accrued on the BID Revenue Account during that financial year.

7.10 Payment of invoices raised under Clause 7.9 is to be made within 10 working days of receipt of the invoice.

7.11 All sums payable under Clauses 7.8 and 7.9 are exclusive of Value Added Tax and any other applicable taxes, which, if applicable, will be charged in addition at the rate in force at the time payment is required.

7.12 The Council shall use all reasonable endeavours to ensure that 95% of the total BID Levy due in any given Financial Year shall be collected and paid over to the Coventry BID Limited within that Financial Year.

8 Communication with BID Levy Payers regarding levy collection

8.1 Coventry BID Limited and the Council shall agree a template design for all levy collection materials, including enforcement materials, before the first Demand Notices are despatched in April 2018. The materials shall meet the BID Regulations' requirements. The Council shall ensure that all Demand Notices which it issues comply

with the BID Regulations from time to time.

- 8.2 Coventry BID Limited shall refer all enquiries from BID Levy Payers regarding Demand and Enforcement Notices, and payment terms to the Council in a timely manner, and within five working days of receipt of any request.
- 8.3 The Council shall refer all enquiries from BID Levy Payers regarding the services provided by Coventry BID Limited for the BID Levy payment to the Coventry BID Limited.
- 8.4 Coventry BID Limited shall ensure that the information set out in regulations 3(2) of Schedule 4 of the Regulations, or such other information requirements under the Regulations from time to time, is provided to the Council upon immediate request in order to ensure that these information are included with each Demand Notice to ensure compliance. This shall include:
- The revenue received by the BID in the previous year
 - The amount spent on BID arrangements in the previous year
 - A description of the matters on which it was spent
 - A description of the matters which it is intended to spend BID Levy revenue on in the financial year.

9 Procedures available to the Council for enforcing payment of the BID Levy

- 9.1 In the event that the BID Levy is not paid within 21 (twenty-one) days from the date that it becomes payable then (subject to the Exceptions or except as may otherwise be agreed between the parties) the Council shall serve a Reminder Notice on such relevant BID Levy Payer which shall:-
- (i) identify the sum payable;
 - (ii) provide a further 14 (fourteen) days for payment to be made;
 - (iii) confirm that the Council will make an application to the Magistrates Court for a Liability Order to recover the unpaid sum and costs following the expiry of this period.
- 9.2 If after a further 14 (fourteen) days from the payment date stated in the Reminder Notice the outstanding sum of the BID Levy has not been paid, the Council shall supply the Coventry BID Limited with a list of all BID Levy Payers for which the BID Levy remains outstanding and identify on the list all BID Levy Payers for whom the Council contemplates further recovery and enforcement action, which will include a summons to Magistrate's Court and associated costs.
- 9.3 The Council will consider any comments made by Coventry BID Limited before Applying to the Magistrates Court for a Liability Order or taking other enforcement action to recover the outstanding sum of the BID Levy as is permitted by the Regulations and the Non Domestic Rating (Collection & Enforcement) (Local Lists) Regulations 1989 (as amended).

10. Enforcement Mechanisms for non-collection of the BID Levy by the Council

- 10.1 In the event that the Council is not enforcing payment of the BID Levy pursuant to clause 9 above, the Coventry BID Limited shall be entitled to serve an Enforcement Notice on the Council requesting that :-

- (i) it serve a Reminder Notice ; or
- (ii) it issues a Summons confirming the intention to apply for a Liability Order

Within 14 (fourteen) days of receipt of such Enforcement Notice the Council shall thereafter provide written confirmation of the action taken to recover the unpaid BID Levy.

10.2 If after being served an Enforcement Notice the Council fails to take the requested action within the specified time frame then the Coventry BID Limited shall be entitled to serve an Appeal Notice to the Chief Executive of the Council. Such notice shall:-

- (i) detail the sum which remains unpaid
- (ii) confirm that the Council has failed to use the enforcement mechanisms available to it under this Agreement to recover the sum; and
- (iii) Request a meeting take place between the Chief Executive, relevant officers of the Council and the Coventry BID Limited to achieve a solution and/or agree a strategy to recover the outstanding sum such meeting to take place in any event no later than 28 (twenty eight) days from service of the Appeal Notice

11. Accounting Procedures and Monitoring

11.1 The Monitoring Group shall be formed by Coventry BID Limited and the Council 1 (one) month before the Operational Date, i.e. 1st April 2018. The Monitoring Group shall consist of the Head of Revenues and/or Revenues Senior Operational Manager who is directly involved in the levy collection from the Council, and the Chief Executive/Director and Finance Director from Coventry BID Limited.

11.2 No more frequently than monthly, the Council shall provide Coventry BID Limited with a report (the "Collection Report") containing a breakdown of:-

- (i) the amount of BID Levy payable by each individual BID Levy Payer;
- (ii) the BID Levy collected in relation to each BID Levy Payer;
- (iii) details (together with the outstanding unpaid sum) of those BID Levy Payers who have not paid the BID Levy during that Relevant Month;
- (iv) details of the Reminder Notices issued throughout the Relevant Month;
- (v) details of any Liability Orders obtained or applied for by the Council;
- (vi) details of any changes to the Demand Notices or Hereditaments during the Relevant Month; and
- (vii) details of any refunds.

11.3 The Monitoring Group shall meet twice during each Financial Year. Further meetings of the Monitoring Group shall be arranged by the service of written notice by either party on the other, such notice to be provided no less than 28 (twenty-eight) days prior to the date of the proposed meeting (or a lesser period if otherwise agreed or in cases

of emergency) and provided further that such meetings can be dispensed with altogether upon the written agreement of both the Council and Coventry BID Limited.

11.4 At each meeting the Monitoring Group shall:

- (i) review the effectiveness of the collection and enforcement of the BID Levy;
- (ii) as set out in Clause 6.3, review, discuss and agree the payment process for any additional collection costs which are likely to be incurred by the Council which will mean that the Council's maximum of £20,000 per annum contribution towards collection cost is being exceeded. These additional costs are to be paid by the Coventry BID Limited]
- (iii) if required by either party, review and assess the information provided by the Council pursuant to the Clause 11.2 above and any information provided by Coventry BID Limited for the purpose of the meeting, and make any recommendations for implementation as may be agreed (and which are permitted by the Regulations and the terms of this Agreement).

11.5 Within six weeks after the date of the end of each Financial Year in the BID Term the Council shall provide the Annual Report to Coventry BID Limited.

11.6 Within 1 (one) month from the date of receipt of the Annual Report the Coventry BID Limited shall provide Coventry BID Limited's Report to the Council.

11.7 The Monitoring Group shall be responsible for reviewing this Agreement as necessary to monitor the parties' compliance with it and to resolve any issues which arise out of it.

11.8 The Council shall provide such information as is required to aid and facilitate the audit of the Coventry BID Limited's accounts. Coventry BID Limited shall be entitled to audit the Council's records in relation to collecting the BID Levy, including the BID Revenue Account, during normal working hours and upon giving prior reasonable notice to the Council provided that such audit shall be no more frequent than once a quarter unless otherwise agreed with the Council or otherwise determined by the Monitoring Group. The Council shall make available to the Coventry BID Limited (and its appointed representatives) such documents, information and assistance as the Coventry BID Limited (and its appointed representatives) shall reasonably require in relation to such audit.

11.9 The Coventry BID Limited shall repay to the Council the BID Indebtedness over the BID Indebtedness Repayment Period in the following manner:

11.9.1 The Council shall submit an invoice to Coventry BD Limited prior to the expiry of each Quarter for a sum representing one quarter of the BID Indebtedness.

11.9.2 Coventry BID Limited shall pay the Council any sum due under such an invoice no later than a period of 30 days from the date the Council submits such invoice

- 11.9.3 In the event that Coventry BID Limited fail to pay any invoice submitted in accordance with clause 11.9.1 above, interest shall accrue at a rate of 4% above the rate of Natwest Bank Plc from the date the overdue sum became due until it is paid.

12 Termination

12.1 The Coventry BID Limited shall be permitted to terminate the BID Arrangements and this Agreement where:

- (a) the works or services under the BID Arrangements are no longer required; or
- (b) The Coventry BID Limited or the Council is unable, due to any cause beyond its control to provide works and services which are necessary for the BID to continue

but only after it has carried out a proper consultation with all relevant representatives, of the BID Area and it has served a Public Meeting Notice on the BID Levy Payers and the Public Meeting has taken place. Upon termination of the BID Arrangements and this Agreement, Coventry BID Limited shall notify the Council of such termination in accordance with Regulation 18(5) and the Council shall notify the BID Levy Payers pursuant to Regulation 18 (6) together with confirmation as to whether any part of the BID Levy is to be repaid to BID Levy Payers, in accordance with Clause 12.7.

12.2 The Council shall not be permitted to terminate the BID Arrangements because:

- (i) in its opinion there are insufficient finances available to the Coventry BID Limited to meet its liabilities for the chargeable period for the purposes of the BID Arrangements; or
- (ii) the Council is unable, due to any cause beyond its control to provide the works or services which are secured as part of the BID Arrangements as detailed within Schedule 1 of the BID Baseline Agreement.

unless and until it first serves the Public Meeting Notice on the BID Levy Payers and the Council's Termination Notice on the Coventry BID Limited and within 14 (fourteen) days from the date of service of such notice both parties shall arrange to meet where the purpose of such meeting shall be to discuss and/or agree all or any of the following set out in Clause 12.3 or 12.4 (whichever is applicable)

12.3 Where the BID Termination Notice relates to Clause 12.2(i) both parties shall agree and/or discuss or review the following:

- (a) the Council is concerned that the Coventry BID Limited has insufficient finances to meet its liabilities for that period and details of such concerns should be made available to the BID Company;
- (b) insufficient funds;
- (c) alternative means by which the insufficiency of the funds can be remedied; and
- (d) an appropriate time frame to resolve this issue;

- 12.4 Where the BID Termination Notice relates to clause 12.2(ii) both parties shall agree and/or discuss or review the following as detailed within Schedule 1 and Schedule 2 of the BID Baseline Agreement.
- (a) the services or works which it is no longer able to provide together with confirmation and details as to why such works or services cannot be provided;
 - (b) a review by both parties as to whether such works or services are of material importance to the BID so that termination of the BID Arrangements is the only option;
 - (c) alternative means of procuring the said services or works by third parties or increased financial funding from the Coventry BID Limited;
 - (d) alternative replacement services or works which will be acceptable to the Coventry BID Limited;
 - (e) an appropriate time frame to resolve this issue
- 12.5 Notwithstanding clauses 12.2, 12.3 and 12.4 above, the Council shall cause a Public Meeting to be held prior to the termination of the BID arrangements.
- 12.6 In the event that the parties cannot reach agreement in relation to the above and subject to consideration of representations made by any BID Levy Payer at the Public Meeting the Council shall be permitted to terminate the BID Arrangements provided that notice by the Council to terminate the BID shall be provided to the Coventry BID Limited no less than 28 days prior to termination taking place.
- 12.7 Upon termination of the BID Arrangements and this Agreement, the Council and the Coventry BID Limited shall review whether there is a credit in the BID Revenue Account and the BID levy account held by Coventry BID Limited and in the event that there are sufficient funds in these accounts amounting to a refund of at least £5 for each BID Levy Payer the Council shall:
- (a) calculate the amount to be refunded to each BID Levy Payer in accordance with the Regulations;
 - (b) ensure that the amount to be refunded is calculated by reference to the amount payable by each BID Levy Payer or, where there are no such liabilities refunded to the BID Levy Payer.
 - (c) make arrangements for the amount calculated to be credited against any outstanding liabilities of each BID Levy Payer or, where there are no such liabilities refunded to the BID Levy Payer.
- PROVIDED THAT in the event that there are insufficient credit in the BID Revenue Account for the above process to take place, the Council shall be entitled to carry over the overall credit balance to its general fund.
- 12.8 The parties acknowledge that this Agreement does not require the Council to be responsible for managing or monitoring the financial arrangements of the BID.

Coventry BID Limited shall ensure proper and appropriate financial management and monitoring arrangements are in place for the BID, including appropriate controls, systems, processes, accounting and auditing, and that Coventry BID Limited is meeting Business Improvement District (BID) Industry Standards and accreditations. However, should the Council become aware that Coventry BID Limited may be unable to meet its financial commitments, the Council reserves the right to terminate the BID Arrangements and this Agreement, as set out in Regulation 18 of the Regulations.

13 Confidentiality

13.1 Except as required by law, both the Council and Coventry BID Limited agree to keep confidential and not to divulge to any person without the prior written consent of the other part 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 BID arrangements.

14 Notices

14.1 Any notice or other written communication to be served to or upon any party to this Agreement shall be in writing and shall be sent to the address provided for above or such substitute address in England as may from time to time have been notified by that party.

14.2 A notice may be served by:

14.2.1 delivery to the Deputy Chief Executive at the Council's address specified above

14.2.2 delivery to the BID Director at the Coventry BID Limited's address specified above

14.2.3 registered or recorded delivery post to the above addresses

14.2.4 Electronic Communication (provided that it is in legible form and is capable of being used for subsequent reference) to such numbers and addresses as provided for that purpose. A notice sent by electronic mail shall also be copied to the recipient on the same day by one of the methods outlined under clauses 14.2.1 – 14.2.3.

14.3 Any notice served shall be deemed to have been validly served or given at the time when in the ordinary course of business it would have been received.

15. Miscellaneous

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

- 15.2 The headings appearing in this Agreement are for ease of reference only and shall not affect the construction of this Agreement.
- 15.3 For the avoidance of doubt the provisions of this Agreement (other than those contained in this Clause) shall not have any effect until this document has been dated.
- 15.4 Where reference is made to Clause, Part, Plan or Recital such reference (unless the context requires otherwise) is a reference to a clause, part, plan or recital attached to this Agreement.
- 15.5 References to the Council include any successors to its functions as local authority.
- 15.6 References to statutes, bye laws, regulations, orders, delegated legislation shall include any such instrument re-enacting or made pursuant to the same power.
- 15.7 Words and expressions defined or used in the Regulations shall have the same meanings in this Agreement and the relevant Regulations shall apply to such word or expression, unless otherwise defined in this Agreement or the context otherwise requires.

16. Exercise of the Council's powers

- 16.1 Nothing contained within this Agreement or implied in it shall prejudice or affect the rights, discretions, powers, duties and obligations of the Council under all statutes bye-laws statutory instruments orders and regulations in the exercise of its functions as a local authority.

17. Contracts (Rights of Third Parties)

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

18. Dispute Resolution

- 18.1 If a dispute arises between the Council and Coventry BID Limited in relation to any matter which cannot be resolved either party may refer such dispute to the dispute resolution procedure set out in Clause 18.2 below.
- 18.2 In the first instance each of the Council and Coventry BID Limited shall arrange for a senior representative to meet solely in order to resolve the matter in dispute. Such meeting(s) shall be minuted and shall be chaired by an independent, objective person within 10 working days of the notice of the dispute, the parties agree that such meetings shall be jointly chaired by the Chief Executive of the Council and the Chairman of Coventry BID Limited. Such meeting(s) shall be conducted in such manner and at such venue (including a meeting conducted over the telephone) as to promote a consensual resolution of the dispute in question at the discretion of the chairman.
- 18.3 If the meeting(s) referred to in Clause 18.2 does not resolve the matter in question then the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure or any other model mediation procedure as agreed by the parties. In such circumstances the following

shall apply:

- 18.3.1 to initiate a mediation the parties may give notice in writing (a "Mediation Notice") to the other requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation organisation as agreed by the parties asking them to nominate a mediator;
- 18.3.2 the mediation shall commence within 28 days of the Mediation Notice being served;
- 18.3.3 neither party will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one hour. Thereafter paragraph 14 of the Model Mediation Procedure will apply (or the equivalent paragraph of any other model mediation procedure agreed by the parties);
- 18.3.4 neither party to the mediation will commence legal proceedings against the other until 30 days after such mediation of the dispute in question has failed to resolve the dispute provided that a party shall not be prevented from taking action to protect any limitation periods;
- 18.3.5 the parties will co-operate with any person appointed as mediator providing him with such information and other assistance as he shall require and will pay his costs, as he shall determine or in the absence of such determination such costs will be shared equally.
- 18.4 This Clause 18 is without prejudice to the rights of the parties to apply for injunctive relief or to the rights of the parties in any future proceedings.

19. Arbitration

- 19.1 Should any dispute remain unresolved following the process set out in Clause 18, the parties shall jointly appoint the arbitrator not later than 28 (twenty eight) days after service of a request in writing by either party to do so.
- 19.2 If the parties are unable to agree within 28 (twenty eight) 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.
- 19.3 In the event of a reference to arbitration the parties agree to:
- (a) prosecute any such reference expeditiously; and
 - (b) 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.
- 19.4 The award shall be in writing signed by the arbitrator.
- 19.5 The award shall be final and binding both on the parties and on any persons claiming through or under them.

20. **Governing law and jurisdiction**

20.1 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English Law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by the parties or their duly authorised representatives

**THE COMMON
SEAL OF THE
COUNCIL OF THE
CITY OF
COVENTRY was
hereunto affixed
in the presence
of:**

.....
Authorised Signatory

Signed by)
duly authorised for and)
on behalf of)
Coventry BID Limited)
(Board Member))

Schedule 1 – The BID Levy Rules

Coventry Business Improvement (BID) Levy Rules

The BID process is governed by Government Legislation and Regulations. As such, once a majority vote has been achieved, the BID Levy becomes mandatory on all defined ratepayers.

Once a majority vote is achieved, Coventry City Council will be responsible for the imposition, administration, collection and recovery of the BID Levy on behalf of Coventry BID Limited.

The BID Levy

The BID Levy will be applied to all eligible non-domestic ratepayers whose property falls within the BID Area (see Schedule 2). The billing period will run from the 1st April each year to the 31st March of the following year and will run for five billing years commencing 1st April 2018.

The BID Levy for the chargeable period is due to be paid in a single instalment in accordance with the payment amount and date shown on the front of the Demand Notice.

BID Levy Calculation

The BID Levy is calculated by multiplying the BID rateable value by the BID Levy.

The BID Rateable Value

For the purposes of calculating the BID Levy, the rateable value will be that shown in the 2017 Valuation List as at 1st April 2018 or as subsequently amended by the Valuation Office agency. All new hereditaments entering the list after 1st April 2018 will be charged at the prevailing list at that time i.e. from 1st April 2018 to 31st March 2019 these will be charged on prevailing values from the 2017 valuation rating list.

The BID Levy Percentage

This is set at 1.2% of the rateable value. The BID Board will consider on an annual basis, prior to 1st January, whether the levy will assume a growth rate for inflation. If agreement is reached by the board this growth rate will be applied to the BID levy on the following 1st April.

Changes to the Rateable Value

Adjustments will be made to the BID Levy during any Financial Year for changes in rateable values. Rateable value changes will only be operative for the purposes of calculating the BID Levy from the effective date of alteration of the Valuation List, or, in the case of alterations affecting more than one financial year from the date of the alteration of the Valuation List. . Properties removed from the Valuation List will be subject to the BID Levy up to the effective date of its removal, calculated on a daily basis.

New properties entering the Valuation List

New properties rated by the Valuation Office Agency which are located within the defined BID Area and meet the BID requirements as defined by Coventry BID Limited and which are £16,000 rateable value and above (excepting those eligible for an exemption below) will similarly be liable from the date of entry onto the Valuation List, calculated on a daily basis.

Where an existing property is split or merged the BID Levy will be calculated using the revised entry or entries shown in the prevailing Valuation List (see “The BID Rateable Value”, above).

BID Levy Reductions for Empty Properties

When a Hereditament is empty, the eligible ratepayer will be liable for the full BID Levy

BID Levy Exemptions

Any Hereditament with a rateable value of £15,999 or less will be exempt from paying the BID Levy.

BID Levy Discount

There will be no discounts across the Coventry BID Area, as detailed in the attached map.

Liability for the BID Levy

Liability for the BID Levy will fall upon the ratepayer for the property. If the property is empty, liability will fall upon the person or organisation entitled to possession of the property in accordance with National Non Domestic Rate regulations.

Changes in Liability

Adjustments to the BID Levy will be made where there is a change of ratepayer. Revised BID Levy bills will be issued, and calculated on a daily basis at the effective date of change, and where overpayments are identified they will be refunded to BID Levy payers.

Value Added Tax (VAT)

HMRC guidance confirms that the payment of the BID Levy by the BID Levy Payer is Outside the Scope of VAT.

Glossary

Hereditament – a rateable business property, as defined by an entry in the Rating list. .

Ratepayer - the person or organisation held liable for business rate purposes under the Non Domestic Rate regulations.

Valuation List (also Rating List) – The list of business rate hereditaments compiled by the Valuation Office Agency for the area administered by Coventry City Council.

Schedule 2 – The Baseline Agreement

BASELINE AGREEMENT

Dated

Coventry City Council

And

Coventry BID Limited

Baseline Agreement for Provision of Standard Services

Dated

Between

- (1) Coventry City Council (The Council) of Earl Street, Coventry, CV1 5RR
- (2) Coventry BID Limited registered as a company limited by guarantee in England with company number 10726623 whose registered office is at Old Grammar School, Hales Street, Coventry, CV1 1JD

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 Coventry BID Limited 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 and to set the Benchmark Criteria against which the provision of the Standard Services are to be assessed.

It is agreed:

1 Definitions

BID Area means that area within which the BID operates shown on the plan attached hereto

BID means the Business Improvement District which is managed and operated by Coventry BID Limited

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

Complementary Services (s) means services within the BID Area provided by or on behalf of Coventry BID Limited which are complementary to the Standard Services.

Failure Notice means a notice served by Coventry BID Limited which:

- (a) sets out the Standard Service which the notice relates to;
- (b) states which of the Standard Services are not being adhered to by the contractor or provider of the Standard Services;
- (c) requests the Council to liaise directly with the provider or contractor for the purposes of securing compliance with the Standard Services

Operating Agreement means the agreement entered into on 1st April 2018 between the Council and Coventry BID Limited which sets out various procedures for the collection monitoring and enforcement of the BID Levy

Regulations mean 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 mean 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 a part of its statutory function as local authority and Part 2 of Schedule 1 which identifies those services undertaken which are additional services to those usually provided as a part of its statutory function.

Standard Services Review Panel means the panel to be set up consisting of 2 representatives from the Council and 2 representatives from Coventry BID Limited

2 Statutory Authorities

- 2.1 This Agreement is made pursuant to Part IV of the Local Government Act 2003 and Section 111 of the Land Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers

3 Commencement

- 3.1 The terms of this Agreement shall take effect upon the date of this Agreement

4 The Council's Obligations

- 4.1 The Council agrees to the following:

- 4.1.1 to provide the Standard Services within the agreed BID Area at its own cost

- 4.1.2 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 Coventry BID Limited:

- (a) identify which part or parts of the Standard Services it is unable to provide;
- (b) provide a detailed explanation of why such identified Standard Service is to be withdrawn; and
- (c) state the date upon which the Council will cease to operate the identified Standard Service.

- 4.1.3 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 Monitoring and Review

- 5.1 The Council and Coventry BID Limited shall set up a Standard Services Review Panel within 28 days from the date of this Agreement the purpose of which shall be to:

- 5.1.1 monitor the carrying out of the Standard Services and the Complementary Services

- 5.1.2 make any recommendations required pursuant to paragraph 5.1.1 (above) to the Council and Coventry BID Limited
- 5.1.3 review any Failure Notices served by Coventry BID Limited and steps which should be taken to secure the proper carrying out of the Standard Services
- 5.1.4 identify the need for any improvement or alteration to the Standard Services.

6 Joint Obligations

- 6.1 Both the Council and Coventry BID Limited agree:
 - 6.1.1 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
 - 6.1.2 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 possible with regards to existing contractual obligations and agreements.
 - 6.1.3 When undertaking review of the Complementary Services which are undertaken on, in or upon any land within the Council's ownership or the highway, Coventry BID shall, through the Standard Services Review Panel, consult with the Council on the method of delivery of those Complementary Services

7 Licence

- 7.1 The Council shall grant a licence to Coventry BID Limited or its agents to enter into or upon any land within the Council's ownership or the highway for the purposes of carrying out Complementary Services, provided that Coventry BID has obtained the prior agreement.
- 7.2 Coventry BID Limited shall be responsible for making good all and any damage caused to land in the Council's ownership or the highway by the undertaking of the Complementary Services at its own expense and to the reasonable satisfaction of the Council.
- 7.3 Coventry BID Limited shall ensure that it can meet insurance and liability requirements for the undertaking of the Complementary services which are undertaken on, in or upon any land within the Council's ownership or highway and shall produce to the Council on request copies of all insurance policies, cover notes, receipts and other documents necessary to establish compliance with this Agreement.

8 Termination

- 8.1 This Agreement shall be terminated upon any of the following occurring:
 - (a) 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, continue to remain in force and of full effect;
 - (b) the early Termination of the BID and the giving of relevant notices as required by the Regulations and the Operating agreement; or

(c) the agreement of both parties.

9 Confidentiality

9.1 Subject to the statutory obligations on the Council in particular the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 both the Council and Coventry BID 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 Notices

10.1 Any notice or other written communication to be served or given to or upon any party to this Agreement to the other shall be in writing and shall be sent to the address provided for above such substitute address in England as may from time to time have been notified by that party.

10.2 A Notice may be served by:

10.2.1 delivery to the Deputy Chief Executive (Place) at the Council's address as specified above:

10.2.2 delivery to the Company Secretary at Coventry BID Limited's address specified above:

10.2.3 registered or recorded delivery post.

10.3 Any notice served shall be deemed to have been validly served or given at the time when in the ordinary course of business it would have been received.

11 Miscellaneous

11.1 For the avoidance of doubt where any part of this Agreement is Incompatible with the Regulations of 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

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

11.3 For the avoidance of doubt the provisions of this Agreement (other than those contained in this Clause) shall not have any effect until this document has been dated

11.4 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

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

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

12 **Exercise of the Council's Powers**

12.1 Nothing contained in this Agreement or implied in it shall prejudice or affect the rights discretions powers duties an obligations of the Council under all statute bye laws statutory instruments orders and regulations in the exercise of its functions as a local authority

13 **Contracts (Rights of Third Parties)**

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

14 **Dispute Resolution**

14.1 If a dispute arises between the Council and Coventry BID in relation to any matter which cannot be resolved either party may refer such dispute to the dispute resolution procedure set out in Clause 14.2 below.

14.2 In the first instance each of the Council and Coventry BID shall arrange for a senior representative to meet solely in order to resolve the matter in dispute. Such meeting(s) shall be minuted and shall be chaired by an independent, objective person as agreed by both parties. In the event that the parties, acting reasonably, are not able to agree the identity of such independent, objective person within 10 working days of the notice of dispute, the parties agree that such meetings shall be jointly chaired by the Chief Executive of the Council and the Chairman of the Coventry BID Limited. Such meeting(s) shall be conducted in such manner and at such venue (including a meeting conducted over the telephone) as to promote a consensual resolution of the dispute in question at the discretion of the Chairman.

14.3 If the meeting(s) referred to in Clause 14.2 does not resolve the matter in question then the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure or any other model mediation procedure as agreed by the parties. In such circumstances the following shall apply:

14.3.1 to initiate a mediation the parties may give notice in writing (a "Mediation Notice") to the other requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation organization as agreed by the parties asking them to nominate a mediator;

14.3.3 neither party will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one hour. Thereafter paragraph 14 of the Model Mediation Procedure will apply (or the equivalent paragraph of any other model mediation procedure agreed by the parties);

14.3.4 neither party to the mediation will commence legal proceedings against the other until 30 days after such mediation of the dispute in question has failed to resolve the dispute;

14.3.5 the parties will co-operate with any person appointed as mediator providing him with such information and other assistance as he shall require and will pay his costs, as he shall determine or in the absence of such determination such costs will be shared equally.

15 Arbitration

15.1 Should any dispute remain unresolved following the process set out in Clause 14, the parties shall jointly appoint the arbitrator not later than 28 (twenty eight) days after service of a request in writing by either part to do so

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

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

- (a) prosecute any such reference expeditiously; and
- (b) do all things or take all steps reasonably necessary in order to enable the Tribunal to deliver any award (interim, final or otherwise) as soon as reasonably practicable

15.1.3 The award shall be in writing signed by the arbitrator

15.1.4 The award shall be final and binding both on the parties and on any persons claiming through or under them.

Executed by the parties:

The Common Seal of the Council
of the City of Coventry
was hereunto affixed in
the presence of:

Authorised Signatory

Signed on behalf of Coventry BID Limited)
By the Authorised Signatory)
(Board Chairman)

SCHEDULE 1 – The Standard Services

The purpose of this schedule is effectively to set the “baseline” for the services.

Part 1 of the Schedule should identify such services (within the relevant service area) which the Council is required to provide as part of this statutory duty (e.g. refuse, maintenance of highway etc.)

Part 2 of the Schedule should set out those services which the Council provides as part of its “standard” routine but which are above those provided as part of its usual statutory function. The point here being that Coventry BID Limited should nonetheless consider this part of the standard service provided by the Council in that BID Levy funds should not be used to fund initiatives which the Council has already committed itself to provide.

PART 1 – STATUTORY SERVICES

The activities below allow the Council to meet its statutory obligations on standards of cleanliness in the area. Any proposed changes to the methods by which those standards are met will be undertaken in accordance with the Council’s consultation procedure.

1. CLEANSING SERVICE

Coventry Council’s City Centre cleansing delivers a seven day a week, 364 days a year service with no scheduled cleansing on Christmas Day, . The service covers street cleaning, litter bin emptying, fountain maintenance, general maintenance of street furniture. Normal operation hours are Tuesday to Saturday 5am to 7pm and Sunday to Monday 5am to 5pm.

Overall Cleanliness Standards

The service will deliver the highest standard of cleansing as far as practically possible within the resources available and will monitor performance to ensure that those standards are maintained.

Manual and Mechanical Sweeping

A standard Footway and Carriageway and Mechanical and Manual sweeping and cleaning service is provided in the area.

The main streets are cleaned and swept at least twice each day, and side streets a minimum of twice a week.

Litter Collection

The Council empties all litter bins at least once a day, and in busier areas two or three times a day. Bins are emptied by the different teams.

Winter Works

Snow clearance and gritting will be undertaken in defined areas of the City

Dumped Rubbish and Abandoned Vehicles

The Council aims to remove fly tipped item from Council owned land within 5 working days or within 1 day where the offence causes an obstruction or is considered dangerous and abandoned vehicles within 48 hours (following the issuing of a seven-day removal notice) subject to a DVLA check.

Grass Cutting

On areas of agreed green open space within Coventry BID Area the Council will maintain the grass on a 10 working day cycle with the cuttings collected. All other owned sites will be maintained on a 20 working day cycle.

Enforcement and Prosecutions

The Council has powers to issue Fixed Penalty Notices of £75 for minor acts of littering, including dumped rubbish, fly-posting and dog fouling.

The Council also has powers to prosecute those people and companies who cause more serious graffiti and littering offences, with maximum fines of up to £1,000.

Inspections and Monitoring

The Council undertakes regular inspection in the form of a Cleansing supervisor who patrols the city centre and monitors the state of the streets, footways and public spaces and initiates any remedial action required.

Events and Festivals

The Council will ensure the organisers of festivals and events make special arrangements within the terms of the applicable events licence for litter collection and rubbish removal, including a requirement that the organisers make their own arrangements to re-instate the area covered to the same level of cleanliness as before the event.

Regular Update Meetings

Representatives from Coventry BID Limited to be able to attend regular, weekly and monthly meetings to ensure that the is partnership working and continuity for planning purposes, i.e. the Coventry & Warwickshire Marketing Meeting, City Tasking, Events Safety Meeting, WMP weekly partnership meetings. Regular meetings to be planned with the Cabinet Member for Regeneration & Development to ensure that Coventry BID Limited is meeting the requirements of Coventry City Centre Key Performance Indicators.

Analysis Reports

Coventry BID Limited to continue to receive Footfall analysis reports, Crime statistics and cleansing schedule statistics, together with any other reports to assist with the partnership working.

PART 2 – STANDARD BUT NON-STATUTORY SERVICES

The Activities in this section are currently provided by the Council as standard services, but are non-statutory services. These activities will be subject to the ongoing Strategic Review of Coventry Council Street Pride team. Any proposed changes to these services will be undertaken in accordance with the Council's consultation process.

Graffiti and Fly-posting removal

All graffiti and fly-posting which is on the footway, and on other Council land and property, is removed within five days of it being reported, or within 24 hours if offensive. High-profile and offensive graffiti is removed from private property, subject to the owner's request and consent and a charge is made for this.

Fountain maintenance

The Council will co-ordinate the ongoing maintenance of the city centre fountains save for the Belgrade Square fountain, as they offer an aesthetically pleasing and welcoming view of the city centre.

PART 3 COMPLEMENTARY SERVICES PROVIDED BY THE COUNCIL TO THE COVENTRY BID LIMITED

TOURISM, LEISURE, CULTURE AND FESTIVALS

Events

The Council will use reasonable endeavours (where practical to do so and in its absolute discretion) to allow Coventry BID Limited the opportunity of holding five annual events to enhance the city centre offering and to assist with driving footfall into the city centre. These may include but not limited to:

Easter – Food Festival – Student Event – Halloween – Christmas

The Council will also waive any costs in relation of commercialisation of the public realm for these five events, as Coventry BID Limited will work closely on each event to ensure that complete transparency takes place and that the Council is supplied with all of the necessary Health & Safety, Certificates and statutory requirements in advance of any of the events. Coventry BID Limited to receive free electricity for each event, with payment only for the call outs of the electrical team through Project Management & Property Services Department of Coventry City Council to ensure Health and Safety compliance.

COMMUNITY SAFETY SERVICES

CCTV System

The Council's Communications Team at Jackson Road to provide the facility for the recording of CCTV images in line with current legislation. Where there is a request by external parties to monitor or manipulate CCTV cameras in real time and/or the provision of other services relating to the Communications Hub the Council will work with the requestor to scope the requirement. This to include WM Police, Coventry BID Limited and the Radio company who might be in contract at the time of the request. All CCTV to cover a 24 hour/7 days a week operation especially to assist with the night time economy. Sharing images for crime prevention purposes through our information sharing platform i.e. DISC is to be continued through our Business Crime Reduction Partnership.

The costs for providing this service to the Coventry BID Limited shall be met by the Coventry BID Limited in such sum and manner as agreed between the Council and the Coventry BID Limited

Schedule 3 –The BID Area Plan

