

Dated

2018

COLCHESTER BOROUGH COUNCIL

- and -

OUR COLCHESTER LIMITED

BID OPERATING AGREEMENT

relating to Colchester Town Centre

THIS DEED is made the day of 2018

BETWEEN

- (1) **Colchester Borough Council** of Rowan House, 33 Sheepen Road, Colchester, CO3 3WG, ("the Council"); and
- (2) **Our Colchester Limited** ("the BID Company") registered as a not for profit company limited by guarantee in England with number 11250584 whose registered office is at St Martin's House, 63 West Stockwell Street, Colchester, Essex CO1 1HE

Recitals

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.

The BID Company is responsible for the operation of the BID and for using the BID Levy for the purposes of achieving the BID Arrangements.

Both parties wish to confirm the arrangements by which the BID Levy shall be collected together with general arrangements as to the relationship to be established between the Council and the BID Company for the duration of the BID.

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 collecting 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.

1. It is agreed as follows:

Definitions

- "Act"** - Means the Local Government Act 2003
- "Audit"** - for the purposes of this agreement means an assessment of the internal control in respect of the BID Company
- "Bad or Doubtful"** - for the purposes of this agreement means any unpaid BID

Debts	Levy in respect of which the Council has sought recovery in accordance with clause 6.3 of this Agreement and that BID Levy remains unpaid.
“Baseline Services”	- Services provided by the Council before the introduction of the BID and detailed at Schedule 3 of this Agreement.
“BID”	has the meaning given in the Regulations that is the Business Improvement District and is that area within which - the BID operates as edged black on the plan attached to this Agreement in Schedule 1.
“BID Area”	- means the area within which the BID operates as edged with a black border on the plan attached to this Agreement in Schedule 1
“BID Arrangements”	- has the meaning given by section 41 of the Local Government Act 2003.
“BID Company Report”	- means the financial statements prepared by the BID Company for each Financial Year which details: (a) total income and expenditure analysed into main categories arising from the BID Levy (b) other income and expenditure of the BID Company; (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 BID Company.
“BID Levy”	- means the charge levied and collected within the BID pursuant to the Regulations.
“BID Levy Payer(s)”	- means the non-domestic ratepayers liable for paying the BID Levy.
“BID Levy Rules”	- means the rules set out in the BID Proposals and set out in Schedule 2.
“BID Proposals”	- has the same meaning as in the Regulations
“BID Revenue Account”	- means the account kept in accordance with Regulation 14 of the Regulations.
“BID Term”	- means 1 October 2018 to 30 September 2023
“BID Year”	- means the period 1 October to 30 September
“Business Plan”	- means the BID company Business Plan 2018 - 2023

- “Chargeable Period(s)”** - means any one of the following days:
- 1 October 2018
 - 1 October 2019
 - 1 October 2020
 - 1 October 2021
 - 1 October 2022
- “Contributors”** - means the BID Levy Payers and payers of a contribution or funds paid or made available to the BID Company which do not form part of the BID Levy.
- “Demand Notice”** - has the meaning given in the Regulations.
- “Enforcement Expenses”** - means the costs which are incurred by the Council in obtaining Liability Orders and Summons and all associated administrative expenses which may be incurred in recovering unpaid BID Levy as provided for in the Appendix.
- “Enforcement Notice”** means a notice served on the Council in accordance with Clause 9.1.
- “Financial Year”** - means the financial year for the BID Company which runs from 1st October to 30th September.
- “Hereditament Start Date”** - means the date when the amendment to the Valuation List takes effect.
- “Hereditament”** - has the meaning given in the Regulations
- “Liability Order”** - has the meaning given in the Regulations.
- “Maximum Amount”** - For any particular Financial Year means the amount of BID Levy for which Demand Notices are issued (excluding replacement or amended Demand Notices)
- “Monitoring Group”** - means the group whose members consists of representatives from the Council and the BID Company– to be determined during BID establishment.
- “NNDR”** - means National Non-Domestic Rates under the Local Government Finance Act 1988.
- “NNDR Payer”** - means the person or organisation who has a liability to pay the non-domestic rate
- “Proposal”** - 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 Contributions to achieve those objectives and ‘Renewal Proposals’ has the same meaning save that ‘ballot’ shall be replaced with ‘renewal ballot’ and

	<p>“Alteration Proposals” has the same meaning save that “ballot” shall be replaced with “alteration ballot”</p>
“Revaluation”	- The revaluation of the rateable values of all business and non-domestic property in England and Wales is scheduled to take place in 2021.
“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).
“Reminder Notice”	- Means a notice to a BID Levy Payer which shall identify the outstanding sums and provide a further 7 days for payment to be made or a summons for non-payment
“Service Level Agreement”	- means the agreement entered into between the Council and the BID Company
“Strategic Governance Manager”	- is the Council’s Chief Finance Officer appointed under section 151 of the Local Government Act 1972.
“Sum(s) Unpaid”	- means the amount of the BID Levy which is unpaid after the Single Instalment Due Date.
“Summons”	- means the document issued by the Magistrates’ Court upon Complaint by the Council or by the County Court upon application by the Council regarding unpaid BID Levy.
“Valuation List”	- means a list of all NNDR properties in the local authority area.
“Valuation Officer”	- means the person appointed by the Commissioners of the Inland Revenue to compile and maintain the Valuation List
“Winding-Up”	- means an order pursuant to s125 of the Insolvency Act 1986
“Write Off”	means a decision by the Council that an unpaid BID Levy will not be recovered.

2 Statutory Authorities

2.1 This Agreement is made pursuant to Section 2 and 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 1st October 2018 and in any event shall determine and cease to be of any further effect in the event that:

3.1.1 The BID Term expires;

3.1.2 The Council exercises its discretion to terminate the BID Arrangements in exercise of powers under regulation 18 of the Regulations

4. Setting the BID Levy

4.1 As soon as possible after the commencement of this Agreement the Council shall calculate the BID Levy in accordance with the Regulations.

4.2 Confirm in writing to the BID Company the BID Levy payable annually by each BID Levy Payer

5. The BID Revenue Account

5.1 The Council shall pay to the BID Company in accordance with the Regulations:

- (i) 1st October - 25% of invoiced debt less any recovery costs incurred by the Council and any repayments to BID Levy Payers under clause 5.2 of this Agreement.
- (ii) 1st January – 25% of invoiced debt less any recovery costs incurred by the Council and any repayments to BID Levy Payers under clause 5.2 of this Agreement.
- (iii) 1st April – 25% of invoiced debt less any recovery costs incurred by the Council and any repayments to BID Levy Payers under clause 5.2 of this Agreement.
- (iv) 1st July – Any further balance collected less any recovery costs incurred by the Council and any repayments to BID Levy Payers under clause 5.2 of this Agreement.
- (v) 1st September – Any further balance collected less any recovery cost incurred and any repayments to BID Levy Payers under clause 5.4 of this Agreement.

5.2 Within ninety days from the Ballot Result Date the BID Company 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 the BID Company in accordance with clause 5.1.

5.3 Interest earned on money in the BID Revenue Account shall form part of the BID Levy and be payable to the BID Company.

5.4 In the event that a BID Levy Payer is entitled to a repayment of a BID Levy pursuant to paragraph 8(4) of Schedule 4 of the Regulations and in the event that the Council has paid such BID Levy to the BID Company including all of the contingency relating to that BID Levy the Council shall request such repayment sum from the BID Company and the BID Company shall pay the repayment sum to the Council by way of reduction in the quarterly payments, as scheduled in 5.1, and the Council shall thereafter repay the repayment sum to the BID Levy Payer. For the avoidance of doubt the BID Company shall reimburse the Council forthwith for any repayment of BID levy in circumstances where the repayment falls due after payment by the Council of the last quarterly payment within the BID term referred to in 5.1.

5.5 The BID Company shall issue to the Council a VAT invoice for the payment of the BID Levy income upon advice from the Council of the amount due.

5.6 The BID Company may only spend the BID Levy in accordance with the BID Proposals; except that if the BID is varied then from the date of the variation takes effect the BID Company may only spend the BID Levy in accordance with the varied BID Proposals.

6. Collecting the BID Levy

- 6.1 The Council shall use reasonable endeavours to collect the BID Levy throughout the BID Term.
- 6.2 The Council shall seek to recover unpaid BID Levy by sending a reminder letter, final reminder letter and a summons to the BID Levy Payer.
- 6.3 Where the BID Levy Payer does not respond to the final reminder letter the Council will issue a summons. The summons is charged for by the Magistrates' Court and the Council will seek to recover this with the unpaid levy from the Levy Payer. Where the fee is unrecoverable this will be charged to the BID as part of its recovery expenses.
- 6.4 Thereafter, the Council shall notify the BID Company of any bad debts and the BID Company may choose within thirty-one days of such notification to request the Council to undertake further recovery action in accordance with the Councils Corporate Debt Policy. The Enforcement Expenses of the Council shall be payable by the BID Company and deducted by the Council from the BID Company Quarterly Account.
- 6.5 In the event that the BID Company does not choose to request the Council to undertake any further recovery action in accordance with clause 6.4 the Council shall write off the debts.

7. Accounting Procedures and Monitoring

- 7.1 Within 1 (one) calendar month from the start of the BID Term the parties shall set up the Monitoring Group.
- 7.2 Upon the expiry of the first calendar month of the BID Term and thereafter at the expiry of every calendar month, the Council shall provide the BID Company with a monthly statement detailing the amount of BID levy collected, collection percentage, list of unpaid accounts and amount written off, plus recommendations for enforcement and write off for the BID Board to authorise or advise on required action.
- 7.3 Upon the expiry of the sixth month of the BID Term and every 6 (six) months thereafter (for the duration of the BID Term) the BID Company shall provide the Council in respect of those 6 (six) month periods with:
 - 7.3.1 the amount received by the BID Company from Contributors and BID Levy Payers;
 - 7.3.2 the total expenditure of the BID Company.
- 7.4 Within one calendar month from the Commencement Date the parties shall agree the dates for quarterly monitoring meetings (throughout the duration of the BID Term).
- 7.5 At each quarterly meeting the Monitoring Group shall:
 - 7.5.1 review the effectiveness of the collection and enforcement of the BID Levy; and
 - 7.5.2 review and assess information provided by the parties regarding the progress being made in achieving the aims set out in the Business Plan and the BID Company's aspirations.

- 7.6 The BID Company shall provide the BID Company accounts which will be filed at Companies House.
- 7.7 The Council may, from time to time throughout the duration of this Agreement undertake an Audit of the BID Company's financial and Governance arrangements and the BID Company shall comply with reasonable requests for information and assist the Council in respect of any Audit and for this purpose the BID Company shall provide the Council within 14 days of the completion of this Agreement with the name and address of its Accountant.
- 7.8 The BID Company agrees with the Council to repay the loan of £62,000 (sixty two thousand pounds) made by the Council to Colchester Presents via an Agreement dated 27 March 2018 on repayment terms to be agreed between the parties which provides that the BID Company repays all of the loan back to the Council within the BID Term. The repayment terms are as follows. Each payment will be made within the first six months of the BID Year, so before the end of March in the relevant BID financial year:
- October 2019-September 2020 £15,500
 - October 2020-September 2021 £15,500
 - October 2021-September 2022 £15,500
 - October 2022-September 2023 £15,500

8. Confidentiality

- 8.1 Subject to clause 9 below both the Council and the BID Company shall keep confidential and not 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 Contributors or about other third parties which it shall have obtained or received as a result of operating the BID and this obligation shall survive the termination or lapse of the BID Arrangements.

9. Freedom of Information

- 9.1 The BID Company acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and shall assist and cooperate with the Council (at the BID Company's expense) to enable the Council to comply with its disclosure requirements and the Council shall notify the BID Company of any such requests.
- 9.2 The Council may determine in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of FOIA or is to be disclosed in response to a request for information, and for the avoidance of doubt where the Council has received a request under the FOIA and it has notified the BID Company of the request, in no event shall the BID Company respond directly to a request for information connected with such a request to the Council unless expressly authorised to do so by the Council.
- 9.3 The BID Company acknowledges that the Council may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA, be obliged under FOIA to disclose information following consultation with the BID Company and having taken its views into account.
- 9.4 The BID Company shall ensure that all information produced in the course of or relating to this Agreement is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.
- 9.5 The BID Company acknowledges that any lists of confidential information provided by it are of indicative value only and that the Council may nevertheless be obliged to disclose confidential information in accordance with this clause.

9.6 The obligations set out in clause 11 of this Agreement shall survive the termination or lapse of the BID Arrangements.

9.7 The BID will manage the data it holds from time to time in accordance with the General Data Protection Regulation (2016/679).

10. Notices

10.1 Any notice or other written communication in relation to this Agreement shall be in writing and shall be sent to the address provided for either party or such substitute address in England as may from time to time have been notified by that party upon 7 days written notice.

10.2 A notice may be served by;

10.2.1 Delivery to the Strategic Finance Manager at the address of the Council specified above; or

10.2.2 Delivery to the Company Directors at the address of the BID Company specified above;

10.2.3 Registered or recorded delivery post to such addresses;

10.2.4 Electronic Communication (provided that it is in legible form and is capable of being used for subsequent reference) to such addresses which shall require a confirmed read receipt.

10.2.5 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. Indemnity

11.1 The BID Company shall indemnify the Council in full and keep it indemnified against all demands and claims made against the Council and all losses, costs, expenses or liabilities incurred by the Council in respect of personal injury to or the death of any person or loss of or damage to any tangible property (including property belonging to the Council) caused by or arising from any negligence in connection with this agreement or breach of this agreement by the BID Company, its employee, agent or sub-contractor.

12. Advertising and Branding

12.1 The BID Company and the Council shall seek to reach agreement on when the logo of each party shall be shown on advertising and branding material in respect of the joint projects of the parties and for this purpose the Council and the BID Company shall provide details regarding the size of their logo and guidelines for its use. For the avoidance of doubt the Council shall not be permitted to use the logo of the BID Company on any material published by it without the prior written consent of the BID Company and the BID Company shall not be permitted to use the logo of the Council on any material published by it without the prior written consent of the Council.

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 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.

- 13.1 The headings appearing in this Agreement are for ease of reference only and shall not affect the construction of this Agreement.
- 13.2 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.
- 13.3 Where reference is made to a Clause, Part, Plan or Recital such reference (unless the context requires otherwise) is a reference to a clause, part, plan, or recital in or attached to this Agreement.
- 13.4 References to the Council include any successors to its functions as local authority.
- 13.5 References to statutes, byelaws regulations orders or delegated legislation shall include any such instrument re-enacting or made pursuant to the same power.

14. Exercise of the Council's powers

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

15. Contracts (Rights of Third Parties)

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

16. Dispute Resolution

- 16.1 The Parties shall attempt in good faith to negotiate a settlement of any dispute between them arising out of or in connection with this Agreement within 14 days of either party notifying the other of the dispute. Such efforts shall involve the escalation of the dispute to the chief executive (or equivalent) of each party.
- 16.2 Nothing in this dispute resolution procedure shall prevent the parties from seeking from any court of competent jurisdiction an interim order restraining the other party from doing any act or compelling the other party to do any act.
- 16.3 If the dispute cannot be resolved by the parties pursuant to sub clause 1 above the dispute shall be referred to mediation pursuant to the procedure set out in sub clause 5 below unless the Council considers that the dispute is not suitable for resolution by mediation or the BID Company does not agree to mediation.
- 16.4 The performance of any services shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the BID Company and its employees, agents, suppliers and sub-contractors shall comply fully with the requirements of this Agreement at all times.
- 16.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- 16.5.1 A neutral adviser or mediator ("the Mediator") shall be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within 14 days after a request by one party to the other or if the Mediator agreed upon is unable or unwilling to act, either party shall within 14 days from the date of the proposal to appoint a Mediator or within 14 days of notice to either party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution ("CEDR") to appoint a Mediator.

- 16.5.2 The parties shall within 14 days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.
- 16.5.3 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.
- 16.5.4 If the parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the parties once it has been signed by their duly authorised representatives.
- 16.5.5 Failing agreement, either of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Agreement without the prior written consent of both parties.
- 16.6 If the parties fail to reach agreement within 60 days of the Mediator being appointed, or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the courts.
- 16.7 Subject to sub clause 2 above, the parties shall not institute court proceedings until the procedures for mediation have been completed.

IN WITNESS whereof this agreement has been executed by the parties hereto as a Deed and delivered on the day and year hereinbefore written

The Common Seal of the
Colchester Borough Council
was hereunto affixed in the
presence of:

Authorised Signatory

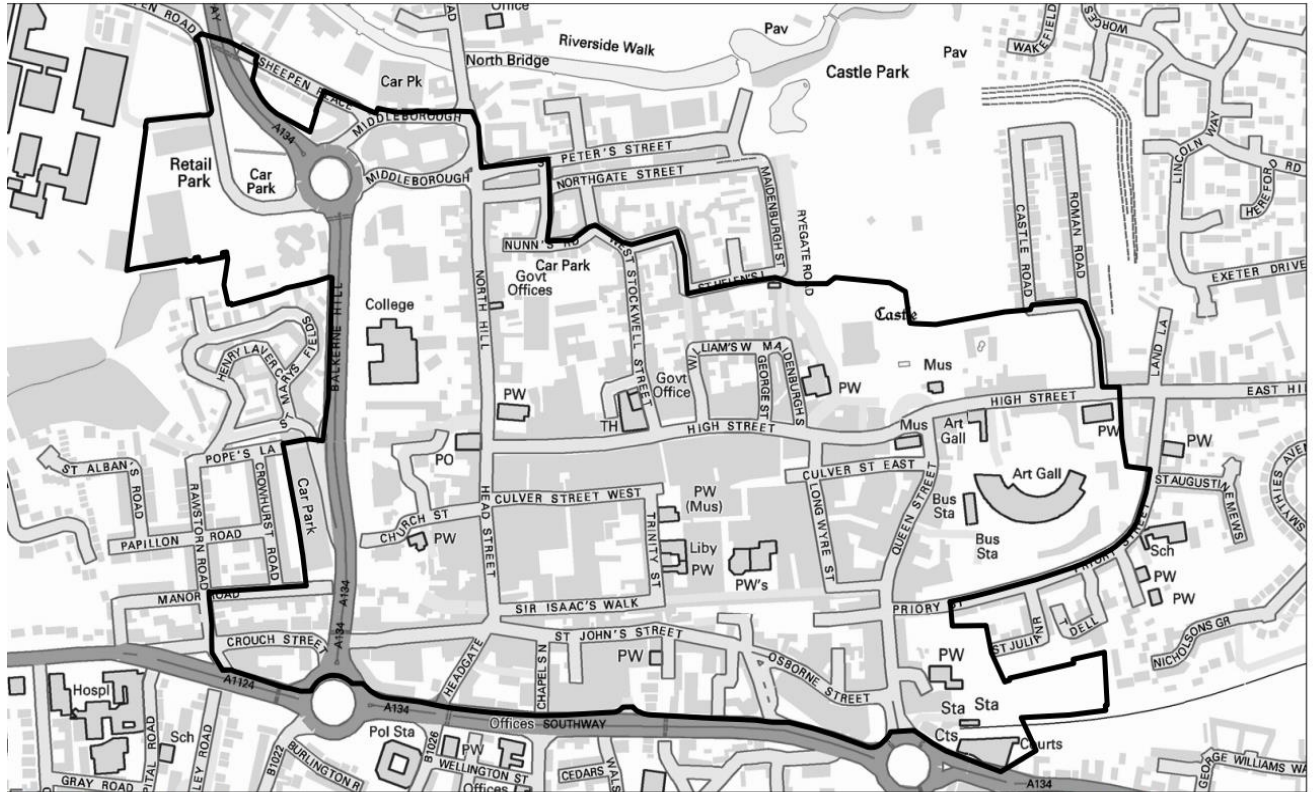
Signed on behalf of **Our Colchester Limited**

by

Director

Director

Schedule 1- BID area



ORDNANCE SURVEY PSMA COPYRIGHT TEXT:
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No active Legend.

Schedule 2 Levy Rules

Colchester BID Levy Rules

BID Rules

In developing the rules that will apply to the BID, consideration has been given to 'The National Criteria for BIDs' (2018)

Ballot

1. Colchester Borough Council will send those responsible for properties or hereditaments to be subject to the BID a ballot paper prior to Friday 1st June 2018.
2. Each property or hereditament subject to the BID will be entitled to one vote in respect of this BID proposal in a 28 day postal ballot which will commence on Friday 1st June 2018 and close at 5pm on Thursday 28th June 2018. Ballot papers received after 5pm on that day will not be counted. The result of the ballot is due to be announced on the following day.
3. In order for the proposal to be successful at ballot the result will need to meet, as a minimum, two independent criteria which are: (a) of those ballots returned by the close, those voting in favour of the proposal must exceed those voting against it, and (b) of those ballot papers returned by the close, the total rateable value of those properties or hereditaments which vote in favour, must exceed the total of those voting against.
4. If successful at ballot, the BID will commence delivery of services (as specified in the business plan which is part of the overall BID proposal) on 1st October 2018.

Levy

1. The levy rate to be paid by each property or hereditament is to be calculated as 1.5% of its rateable value as at the 'chargeable day' (1st October each year).
2. All properties or hereditaments with a rateable value of £15,000 or more will be eligible for payment of the levy.
3. The number of properties or hereditaments liable for the levy is approximately 490.
4. From 2019 onwards, the levy rate will be increased by the fixed rate of inflation of 2% per annum.
5. The levy will be charged annually in advance for each chargeable period (October to September each year), starting in October 2018. No refunds will be made.
6. The maximum amount payable for any one hereditament has no cap.
7. The owners of untenanted properties or hereditaments will be liable for payment of the levy.
8. Occupiers within shopping centres (Lion's Walk, Culver Square and St John's Walk) and that are subject to a service charge will pay 1.2% of their rateable value
9. Charitable organisations that are subject to relief on their business rates liability will pay 1.2% of the levy that would otherwise apply.
10. Both the Sixth Form College and Colchester Institute are exempt from paying the levy.11. The Licensing Authority currently does not have a policy to introduce a Late Night Levy during the term of the BID.
12. Colchester Borough Council will be responsible for collection of the levy. The collection charge will be £15,000 per annum in year one, followed by £15,500 for the remaining four years of the BID. This equates to a collection charge of £30.54 per hereditament in year one based on 491 hereditaments and is approximately 3% of the anticipated billed levy.

Finances

1. A cautious approach has been adopted to providing the indicative budget for the BID term.
2. A levy collection rate of 97% has been assumed and this reflects national average.
3. The average annual levy available to be spent by the BID for the term is approx. £480,128.27.
4. Annual surpluses act as a contingency provision on expenditure, and together with the

availability of reserves, provide for an anticipated surplus of 5% of average annual expenditure by the end of the first term.

5. Operating costs of the BID Company are estimated as 20% of total expenditure.

Accountability and Transparency

1. The BID Company recognises the importance of accountability and transparency within its governance arrangements. It will aim to be certified through British BIDs Accreditation, an award in respect of internal quality management systems within its first term.
2. The number of Directors for the BID Company (the Board – maximum 12) will include representation from the all business sectors to ensure inclusion. This may include some non-levy payers, although always in a minority. The Board will meet quarterly.
3. The Board shall appoint a Chair from amongst its private sector members. Their Chair will also act as Chair of the BID Advisory Group.
4. The BID Advisory Group, primarily made up and representing levy payers, will advise on operational and service delivery issues, oversee performance measurement, and more generally act as the primary consultative and advisory body on BID services as set out in the business plan. It will meet quarterly, prior to Board meetings. Minutes from each BID Advisory Group meeting will form part of the information provided to the Board ahead of their meetings. In turn, minutes of Board meetings will be circulated to the BID Advisory Group.
5. Provided that the BID is meeting its overall objectives and subject to consultation with the BID Advisory Group, it shall have the ability to vary service delivery and expenditure allocation according to the changing demands of levy payers. However, any change to the BID boundary or to the headline levy rate would require an alteration ballot.
6. The BID Advisory Group will to be made up of representatives of levy paying businesses and non-levy payers and will be elected periodically. Additional members may be co-opted, including representatives from partner organisations. The nominated representatives of Colchester Borough Council will be observers and will not be subject to re-election processes.
7. A group representing all independents (including non-levy payers below the threshold) will be formed to recommend how the ring-fenced 'Independent Fund' should be spent. The group will be chaired by an appointed independent business representative who will also represent the interests of the sector on the BID Advisory Group.
8. Levy paying businesses may be eligible to become Members of the BID Company.
9. The BID will file annual accounts compiled by independent accountants with Companies House. The accounts will be available to all levy payers. An annual report on activities, including finances, will be published. An Annual Meeting for Members and levy payers will be held. The BID will issue a financial statement every year to levy payers.
10. An Operating Agreement, which includes the Council's Baseline services within the BID area, has been agreed with Colchester Borough Council. A copy can be found at www.ourcolchester.co.uk
11. Notification of the intention to hold a ballot was sent to the Secretary of State on 6th February 2018

Schedule 3 - The Baseline Agreements

Baseline Service

Service Activity	Public Realm Cleanliness
Directorate	Community Services
Assistant Director	Lucie Breadman
Contact Details	<p>Cassandra Clements Community Zones GMT Manager Colchester Email cassandra.clements@colchester.gov.uk</p> <p>Jay Regan Community Zones Operation Manager Colchester Email: jay.regan@colchester.gov.uk</p>
Service Description (including area covered)	<p>Colchester Borough Council see Colchester BID as a key partner in striving to improve the visitor experience by maintaining a high standard of town centre cleanliness. Colchester BID has enabled work over and above the normal cleansing operations to take place and raise the standard within the Colchester BID boundary.</p> <p>Services broadly consist of street cleansing, washing of pavements and street furniture, litter bins emptying, graffiti removal, fly poster removal and weed treatment on Council owned land or Essex County highways..</p>
Specification	Public Realm areas of the Town Centre area is cleaned to a Grade a standard (as defined by the Environmental Protection Act, Code of Practice and litter and Refuse) between 0400 and 0800 hours. A satisfactory standard is maintained between 0800 and 1800 hours (Monday to Sunday inclusive).
Staff and Equipment	<p>The town centre cleansing operation is periodically reviewed to ensure that a high standard of cleaning is maintained and with a view to efficiency and best use of available resources.</p> <p>As such, changes may occur to the staffing levels below due to emergencies, events etc. CBC will inform Colchester BID of any major revision to operations.</p> <p>Equipment used in the town centre includes:</p> <ul style="list-style-type: none"> ● Chewing Gum removal machine ● Mechanical Sweepers ● Mechanical Hot Wash ● Graffiti Removal <p>Current Town Centre Council staffing levels are:</p> <ul style="list-style-type: none"> ● Mon to Friday - hours range between 04.00am - 20.00pm ● Saturday – hours range between 03.00am - 20.00pm ● Sunday - hours range between 03.00am - 19.00pm

	<p>There is a maximum of 7 people on at the peak (week days 06.00am - 12.00pm) and 2 at the lowest (Sunday 14.00pm - 19.00pm).</p> <p>In a typical day, 11 zone operatives will have worked in the town centre.</p>
Performance Measures	<p>Colchester Borough Council assess the Town Centre against Code of Practise of Litter and Refuse. This is recorded in weekly, monthly & quarterly inspections that assessing the quality of cleanliness. Colchester Borough Council also measure our responsiveness in removing graffiti and fly tipping, dealing with street reports in addition to the total of street sweeping and washing carried out. The Zones team also responds to feedback received by the Customer service centre and online enquiries.</p>
Proposed BID Activities with costs	<p>The BID is proposing to provide cleaning activities on an ad hoc basis to enhance to the services provided. This will be one-off gum cleans, graffiti cleans and grot spot cleans and will most likely be working directly with the council cleansing team.</p>

Service Activity	Tourism and Tourism Marketing
Directorate	Communities
Assistant Director	Lucie Breadman
Contact Details	<p>Claire Taylor Visitor Information Services Manager Colchester Borough Council Email – Claire.Taylor@Colchester.gov.uk</p>
Service Description	<p>Council run services for visitors or to attract visitors to Colchester and assist them in enjoying all that the Borough has to offer. This service is not currently restricted to the Town Centre but provides services across the whole Borough.</p>
Specification & Staffing	<p>It is not possible to ring fence resources used only in the Town Centre as the service does not operate that way and all products and resource cover Borough Tourism Marketing, specifics include:</p> <ul style="list-style-type: none"> ● A small Visitor Information Centre located in Hollytrees Museum in Castle Park. Staff there man the Museum as well as provide the information service and gift shop, plus a booking service for guided tours of the town centre and some local events. The VIC/Museum is open Mon-Sat 10-5. Front line staffing is currently 4.35 FTE (full time equivalent). Staffing resources cover the whole Borough not just the Town Centre. ● As well as the information service the team at the VIC are responsible for the Borough's destination website www.visitcolchester.com. Visitor attractions and relevant events are listed on the site for free, a fee is charged to accommodation businesses, shops and restaurants. All of the latter have remote access to the site through a web portal which enables them to update their entry and upload information, images etc. Banner advertising opportunities are available at an additional cost. In 2017 the site received 308K users (source: Google Analytics).The team also manage the Visit Colchester social media accounts on Twitter, Face Book and Instagram. ● Additional marketing includes: <ul style="list-style-type: none"> ○ the annual Colchester Visitor Guide (15,000 printed copies) and Discover Colchester DL Mini Guide (80,000 printed copies both designed in house and a distribution contract for each

	<ul style="list-style-type: none">○ attendance at one major group travel/travel trade event, Excursions.○ A small sum for social media post boosting○ Replacement exhibition graphics on an approximately tri annual basis.○ Joint advertising packages for the website and Visitor Guide are available. <ul style="list-style-type: none">● The Core Marketing budget in total for Tourism is £25,000. This sum pays for the items listed above and covers the entire Borough, as such only a proportion of it is relevant to the Town Centre.
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Schedule 4 – Breakdown of Council’s Annual BID Levy collection and administration charge

Colchester Borough Council BID costs

	One off	Recurring	Total
	£'000	£'000	£'000
External Costs			
System costs (incl. design and training)	15.0	3.4	18.4
Post and print		1.0	1.0
	<i>15.0</i>	<i>4.4</i>	<i>19.4</i>
Collection of levy			
Collection		8.6	8.6
Management		2.0	2.0
Admin of revenue account		0.5	0.5
	<i>0</i>	<i>11.1</i>	<i>11.1</i>
Total	15	15.5	30.5