

**BID4Oban Limited Full Town BID
Business Improvement District
Business Proposal**

DRAFT

BID Term 01/11/2022 -31/10/2027

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BID Proposal Compliance with Legislation

In accordance with Business Improvement District (Scotland) legislation we acknowledge, as the BID Proposer, we must submit to Argyll and Bute Council and Scottish Ministers the following in respect of BID Proposals, Renewal Proposals and Alteration Proposals: -

1.0 A document, which demonstrates a cross section of at least 5% of the electorate, within the BID area supports the BID Proposals.

Please refer to Appendix 1 (Support for the BID) and Section 7.2 Business Survey on page 17 of this Proposal. Following the surveys of the businesses our canvassing confirmed the number of eligible persons (those eligible to vote in the ballot) 28 by number and 5.2% by rateable value were in favour of the BID.

2.0 Summary of the consultation the BID has undertaken with those eligible to vote.

The BID4Oban BID Board oversaw the process of consultation with the businesses. The consultation took the form of hard copy surveys, meetings and events, letters, telephone calls, newsletters, e-newsletters, e-mails, local newspaper reports, website, social media and one to one consultation.

Please refer to Appendix 2 (Details of Consultation) and Section 7.0 The Consultation Process on page 16 of this Proposal for a summary of the consultation.

3.0 The Proposed Business Plan

A copy of the BID Business Plan will be issued to all those eligible to vote in the ballot. Please refer to Appendix 3 (BID Business Plan).

4.0 The Financial Arrangements of the BID body.

Please refer to Section 13.2 Financial Management Arrangements on page 28 of this Proposal.

5.0 The Arrangements for periodically providing the LA and billing body with information on the finances of the BID body (i.e., after a successful ballot)

The BID finances will form an integral part of a monthly report issued to the BID Board of Directors. Two representatives from Argyll and Bute Council will sit on the BID Board and will automatically be provided with the BID finance details. It is also expected that regular finance meetings with Argyll and Bute Council will be held. An independent review of the BID finances will also take place through an independent auditor.

6.0 The names and addresses of all those eligible to vote and a description (address) of each relevant property.

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Please refer to Appendix 4 (Database).

7.0 A notice in writing requesting that the local authority hold the ballot.

In accordance with legislation, the attached 56-day letter (Request to Hold a Ballot) will be issued to Argyll and Bute Council by the Chair, or nominated representative, of the BID4Oban Board no later than 14/6/2022 Please refer to Appendix 5.

8.0 Provide the LA and billing body with such information as they shall reasonably require satisfying themselves the BID Proposer or BID body has enough funds to meet the costs of the BID ballot.

BID4Oban Board has agreed in their letter of 16/6/2022 to the Argyll and Bute Council to pay for the costs of the ballot. Please refer to Appendix 8.

9.0 A statement of the works or services to be provided, the name of the person responsible or body for the implementation (delivery) of these works and services and the status of such person/s; both on and after the date the BID Proposals come into effect.

Please refer to Appendix 3 (BID Business Plan) for the proposed works and services.

On a successful renewal ballot outcome, the BID4Oban BID Company (a not-for-profit company limited by guarantee with no share capital) will continue, as before, with directors elected from the eligible persons (the levy payers), limited to one eligible person from each eligible property. The directors will oversee and give direction to the delivery of the projects and services; and renew current staff contracts to ensure the continued delivery of the BID projects and services. For full details please refer to section 6.3 Management of the BID on page 15 of this Proposal.

10.0 A statement of existing baseline services provided by the local authority, police and other agencies.

Please refer to Appendix 6 (Baseline Services).

11.0 A precise description of the geographical area of the BID, including a map, which defines exactly the boundaries of the BID area.

Please refer to Section 5.1 The BID Map and Streets on page 12 of this Proposal for a GIS map and a list of the streets and roadways in the BID area.

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12.0

The projects specified in the BID Proposal (Please refer to Section 13.3 BID4Oban Ltd BID Projected Income and Expenditure on page 28) have been identified and the levy calculated and apportioned to deliver the projects as defined in the Proposed Projects section of this Proposal.

It is expected that the BID will attract additional funding from other sources including the local authority however, this has not been allowed for at this stage.

13.0 A statement of which aspects of the BID Proposals and or Business Plan may be altered without the need for an alteration ballot to be undertaken.

The BID Board of Directors will have the authority to adapt or alter the projects and services from year to year to reflect any change in economic circumstances or any new opportunities that may arise. This will be in the best interests of the levy payers and without recourse to an alteration ballot.

Please refer to section 6.3 Management of the BID on page 15 of this Proposal for the statement.

14.0 A statement of the proposed start and end dates of the BID Arrangements and the term of the BID. The BID arrangements must commence no later than a year after the date of the statement.

Following a successful renewal ballot on 6/10/2022 the BID4Oban BID will continue its activities to the end of the existing term 31/10/2022 and continue onto a third term from 1/11/2022 As the BID4Oban BID will be for a term of five years, it will cease its activities on 31/10/2027.

15.0 BID Proposals shall specify the apportionment of BID levy in respect of relevant properties and who will be liable to pay the levy: - proprietors, tenants, occupiers or if appropriate a specific business sector or sectors or businesses who will participate. It is advisable to include caps, thresholds, or other arrangements reflecting local circumstances or ability to pay.

The BID improvement levy will be paid by the occupier (the eligible person liable to pay the non-domestic rate), however, the property owner will be liable to pay the levy where a property is vacant or empty on the day the levy invoice is issued and for all the period thereafter when the property is vacant.

Please refer to Section 9 The BID Levy on page 19 of this Proposal for full details of the BID Levy.

16.0 Confirmation the levy is to be calculated as a % of the RV or how the charge was arrived at.

It has been agreed by the BID Board, (please refer to the meeting minute dated 14/6/2022 Appendix 9) the levy rate will be a fee structure based on the rateable value of the property on the day of the ballot 6/10/2022 and throughout the 5-year term of the BID. Please refer to Appendix 10 (Operating Agreement)

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and Section 9 The BID Levy on page 19 of this Proposal for full details of how the charge was arrived at and details of the BID Levy.

17.0 Confirmation the % levy or fee is to be calculated on the RV of the property on the date of the ballot or, if not, another date that is the date, which will be used to calculate the levy or fee over the term of the BID.

The fee structure is based on the rateable value of the property on the day of the ballot 6/10/2022.

Please Refer to Section 9 The BID Levy on pages 19 to 21 of this Proposal for full details of the BID Levy.

18.0 The apportionment of the levy between proprietors, tenants and occupiers – providing the BID is including tenants and proprietors in its proposals.

The occupier (the eligible person liable to pay the non-domestic rate) will be liable for the payment of the levy.

The BID Proposal does not include proprietors (property owners) except where the eligible property is vacant or empty when the property owner will be liable for the payment of the levy.

Please Refer to Section 9 The BID Levy on pages 19 to 21 of this Proposal for full details of the BID Levy.

19.0 A statement as to how the BID Board arrived at who will pay the levy, the percentage levy and how the levy will be split between proprietors, tenants and occupiers.

The BID Board set the levy fee; the streets included in the BID and voted on who will pay the levy. A copy of the minutes of the meeting 14/6/2022 at which this was decided is attached as Appendix 9. The geographic boundary is based on the geographic 30mph zone of Oban, this encompasses the entire town. The levy amount is based on the amount required to carry out the projects in the business plan and discussions with businesses on what they believe is reasonable. The levy will be paid by the occupier (the eligible person liable to pay the non-domestic rate).

The decision to adopt the levy table and BID area was taken with the agreement of all the members of the BID Board. Please refer to Appendix 9 (Board Minutes) and Appendix 7 (Board Agreement.)

Please also refer to Section 9 The BID levy on page 19 of this Proposal for full details of the BID Levy.

20.0 Whether any future re-assessment of RV of the property by the Rates Assessor will or will not be taken into account in the calculation of the levy

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It has been agreed by the BID Board, the levy will be calculated on the Rateable Value of the properties in the BID area on the day of the ballot and will not change during the 5-year term unless there is a property rates revaluation in which case the levy will be re-calculated and based on adjusted property rateable values.

21.0 A statement on why groups or individual businesses are exempt or receive a levy discount

Please refer to Section 9.2 Exclusions on page 20 of this Proposal for full details of all exemptions to the levy. The BID Board agreed (please refer to Appendix 7 Board Agreement and Board Group Minutes Appendix 9) the properties exempted would receive no benefit from the BID projects and services.

22.0 A statement on whether the levy will be index linked.

The BID levy will not be index linked.

23.0 A statement on whether any of the costs incurred in developing the BID Proposals, holding of the ballot, or implementing the BID arrangements are to be recovered through the BID levy.

None of the above costs will be recovered through the BID levy.

24.0 The constitution of the BID Company and its legal status. A statement on who will administer the BID, details regarding the BID board and the BID body and those who drew up BID Proposals and Business Plan.

Please refer to section 6.3 Management of the BID on pages 15 - 16 of this proposal for details on how the BID Company will continue to be administered.

The BID4Oban BID Company a Company Limited by Guarantee and Not Having a Share Capital will continue to be administered by the Board of Directors who will be drawn from the eligible persons (liable to pay the levy) but restricted to one eligible person per eligible property. Nominations of directors from outside of the BID, who do not pay the levy and who may or may not represent those making voluntary or other financial contributions toward the BID, will be strictly at the discretion of the Board of Directors. The projects services will continue to be delivered by the existing BID team. For full details please refer to Section 6.3 Management of the BID on pages 16 - 16 of this Proposal document. Andrew Spence the Chief Executive prepared the BID Proposals and Business Plan in full consultation and support from the BID4Oban BID Board.

25.0 The methodology for BID levy payers to nominate themselves or others to the BID Board of Directors and the proposed make-up of the BID Board.

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Every eligible person, who is liable to pay the levy, will have the opportunity to nominate themselves or someone else from within the BID area to be elected to the BID Board. Directors will be limited to one eligible person per eligible property. Nominations of directors from outside of the BID, who do not pay the levy and who may or may not represent those making voluntary or other financial contributions toward the BID, will be strictly at the discretion of the Board of Directors.

Please refer to section 6.3 Management of the BID on page 15-16 of this Proposal for full details on how levy payers can participate on the Bid4Oban Company Board of Directors.

26.0 A statement on how the BID Proposals will be publicised prior to the ballot.

The BID Proposer will send a copy of the BID Business Plan to all persons eligible to vote on the BID Proposals. This will be sent electronically and posted in hard copy along with ballot papers. Should any eligible person require a copy of the BID Proposal, a copy will be provided on request. The Business Plan will also feature prominently on the BID4Oban BID website at: - www.bid4oban.co.uk

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1.0 Foreword by Antony Cave BID Chair

I am delighted to present this renewal proposal, which outlines your priorities and gives a taste of how we can continue to improve and make Oban even better by working together.

A BID is where businesses, within a defined geographical area, vote to invest collectively in local improvements over and above those provided by statutory authorities. It is a partnership arrangement where the local business community and the statutory authorities work together on projects that will benefit the local economy and local businesses.

Continued support BID4Oban provides a great opportunity to work together and make the changes we all want. The cost to our businesses is low and through BID4Oban we can maintain access to external assistance and funding not available to individual businesses.

All the proposed improvements were ideas initially from you, which came out in our surveys and consultations. Every business in the area has had the opportunity to let us know what their priorities are.

By getting involved in BID4Oban, we can keep working together to increase footfall, stimulate investment and enhance the reputation of our town. The purpose of the BID4Oban is to support our businesses and our community, increase trade, improve our business environment, and make Oban an altogether better place to live, work and of course play.

You can find more information on our website www.bid4oban.co.uk , or for more general or national information refer to [Home - Scotland's Improvement Districts](#)

A notice of ballot will be sent to all eligible persons (those eligible to vote in the ballot) on or before 25/8/2022 along with ballot papers. Those eligible to vote will have 6 weeks to cast their vote before the ballot closes at **5pm on 6/10/2022** Ballot papers received after this date and time will be null and void and not be counted.

I have been involved in business in Oban for several years and know a lot of the businesspeople in the area. I would ask you all to vote YES so that we can work together to continue to make Oban the thriving prosperous business community we have become accustomed to.

Chair – Antony Cave
Craigard Décor
Craigard Road, Oban

“Business” or variations of the word “business” are used throughout this document. The word “business” in this context refers to property owners or tenants and occupiers of properties who are liable to pay the non-domestic rate (NDR), whether they pay business rates or not. This includes all properties listed on the

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Scottish Assessors Association Portal (website) with a non-domestic ratable value, many of whom may be a charitable organisation, public sector organization, social enterprise or community group who may not consider themselves to be a business

2.0 Executive Summary

2.1 Mission Statement of the BID4Oban BID

BID4Oban – Your local approach to business.

2.2 Aims and Objectives of BID4Oban

The objectives of the BID are:

- To improve the economic opportunities for the businesses in the town
- To increase footfall, both local and visitor
- To make the BID “cost neutral” for each business
- To address the issues of individual sectors
- To improve businesses relationships with each other, the local authority and the community
- To market the town to a local, regional, national and international audience
- To give businesses a strong, unified voice
- To support local voluntary groups whose aims align with the BID
- To work closely with the local Tourist Association (AITC) to increase awareness of the town outside the local area

2.3 Key Findings

The BID4Oban Board of Directors has overseen considerable research to discover what the businesses of Oban would like the BID to continue to deliver. The research established the continued need and desire for the BID and confirms that the following key aspects have been completed to deliver a successful re-ballot and a successful second term.

- The need for BID4Oban and for it to continue with its activities is strongly identified
- A significant number of businesses deem the BID as essential for the continued prosperity of the town
- The BID4Oban area is logical and clearly defined.
- Support of the Local Authority at both officer and political level.
- The BID levy alone is sufficient to deliver the projects in the business plan.

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3.0 Introduction

3.1 What is a Business Improvement District (BID)?

A Business Improvement District (BID) is a geographically defined area, where businesses come together and agree to invest collectively in projects and services the businesses believe will improve their trading environment. BID projects are new and additional projects and services; they do not replace services that are already provided by Argyll and Bute Council and other statutory bodies.

BIDs are developed, managed, and paid for by those who are liable to pay non-domestic rates (NDR) by means of a compulsory levy, which the eligible persons in the proposed BID area must vote in favour of, before the BID can be established. Each eligible person liable to pay the BID levy will be able to vote on whether the BID goes ahead.

3.2 Background to BIDs

The first BID was established in 1970, in Bloor West Village, Toronto, Canada, by the district's business community. The district's businesses were increasingly coming under pressure from new enclosed shopping malls being developed outside their area, diverting shoppers away from the traditional shopping area. As a result, some businesses were forced to cease trading and the area began to look tired and neglected

To stop the haemorrhage of deserting shoppers, local businesses fought back to revitalise the area. They successfully lobbied for legislation for all the businesses, in the proposed BID area, to pay a levy. The levy money was used to improve the physical appearance of the area, and then promote the district as a vibrant, attractive, and safe place to work, shop and live. The strategy paid off and shoppers started to return to the district in large numbers.

The success of the Bloor West Village BID paved the way for future BIDs, not only in Toronto; but spreading throughout Canada, and the USA in the late 1960's and 1970's. Today there are well over 1800 successful BIDs worldwide.

An additional measure of BIDs success is in the renewal process. Most BIDs run for a period of five years with the vast majority continuing, for consecutive terms, when they come up for renewal. Currently, there are 36 BIDs in their second or third BID terms equating to 35 successful renewal ballots demonstrating the businesses value the projects and services delivered by the BIDs.

BIDs can support regeneration, grow local economies, create local employment, and create a cleaner, safer trading environment. A key element to their success is that the local businesses take ownership and responsibility for their trading environment, identifying the projects necessary to resolve common problems and issues, and overseeing their implementation, whilst also contributing to the future direction of the town and its future development.

The Scottish Government fully supports the development of BIDs in Scotland.

As at 14/6/2022 there are 35 fully operational BIDs in Scotland with a further 30 in development.

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4.0 Oban's Position

4.1 Why does Oban continue to need a BID?

If we do nothing, then nothing will be done.

Oban has experienced significant changes over recent years. From the cutbacks in local authority budgets, to the increased traffic in the town due to RET, and the increased pressure that it is putting on the town's limited parking provision. In the last 10 years BID4Oban has worked tirelessly on behalf for the businesses in the town and the broader local community.

There are currently 36 operational and 19 developing BIDs in Scotland. Should Oban not continue to enjoy the advantages that the BID project brings to the town?

Traffic management and access issues are a problem for a lot of businesses. The continuing rise of energy costs, the new rateable values and are putting more pressure on businesses. Oban requires a coordinated response from all businesses to address these problems.

The retail sector has suffered and the growth of online shopping, however we are fortunate that having a strong tourist trade has helped to mitigate that blow. However, in order to keep those tourists and shoppers coming to Oban we have to maintain a vibrant, clean and attractive town and continue to lead and support events and activities that encourage visitors to come in the shoulder months in increasing numbers and so extend the season. In addition, we have to work with and occasionally lobby the local authority to ensure that local strategies do not negatively impact on this trade.

After consultations with businesses from a range of sectors and geographic locations, it became clear there was commonality in the problems that they had. There is a continued desire to see Oban prosper and a real appetite to embrace a new way forward and to change and make improvements.

There are lots of voluntary groups in the town, there is no shortage of community spirit and can do attitude! However, these groups can suffer from a lack of funds and dedicated staff time. The BID is the opposite of this. It can help local groups to achieve more with staff resources and access to funding, and provide the adhesive that helps all types of local groups need to deliver better results both for their groups and to the benefit of the wider community.

There is a desire from a range of sectors to see the town improve its marketing activity. The BID will work directly with AITC (Argyll and the Isles Tourism Cooperative), under a memorandum of understanding, with a defined budget to deliver a number of key projects. BID4Oban will also work with local environment groups. This will help to improve the overall appearance of the town for the benefit of locals and visitors alike. In addition we will improve the bio-diversity of the town and assist the local authority to adopt greener environmental strategies that will be sustainable due to overall savings made.

The BID provides a unique opportunity for local businesses across all sectors to work together, invest collectively and undertake projects which can contribute positively to improving the economic viability of businesses in the town and securing investment in the town.

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4.2 The History of BIDs in Oban

The concept of a BID in Oban was first discussed in 2008, the decision was taken by the steering group that dedicated staff time and increased investment were required for the town to maintain its competitiveness and build on the number of visitors coming to the area. After a lot of hard work by the original steering group in 2012 a ballot was held and BID4Oban came into being. A successful renewal ballot was held in 2017. The BID has operated for 10 years as a not-for-profit limited company with a dedicated and independent board of directors. The support of the Scottish Government and Argyll and Bute Council has been integral to the success of this project.

4.3 How does Oban benefit from a BID?

All businesses in the Oban benefit from the projects and services the BID currently delivers: -

Support for existing groups and organisations

- An improved customer perception of accessibility and parking availability
- Improved customer knowledge of goods and services in the town of Oban
- Increased marketing to local, regional, national, and global customers
- Access to funding to reduce property improvement costs
- Cost reduction through professional negotiation on utility bills
- Cost reduction through collective investment and joint promotion
- An increased number of visitors
- Access to funding and support not available to individuals or businesses
- A local voice for businesses - business opinions included in local policy and local developments.
- Better trained staff to improve customer service
- Increased B2B sales opportunities
- Increased networking opportunities
- Improved signage
- Increased use of technology to solve local problems
- Projects to increase shop diversity and lower vacant unit rates
- A continued safe trading environment with increased sense of security and less stock loss

4.4 Local Authority Support

A BID is a business led regeneration strategy, which contributes to the wider regeneration aspirations of the public sector and the local community. It is essential the BID has the support of the local authority and access to its expertise over the BID term.

Argyll and Bute Council is supportive of the BID with 1 elected member attending BID Board meetings and support given by 1 council officer.

A crucial element of a BID is to review the current Baseline Service Agreement (an agreement on which services are already provided to the area by Argyll and Bute Council), to ensure any project or service provided by the BID is additional to the statutory services the local authority already provides.

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Argyll and Bute Council shall (under section 41 of the Representation of people Act 1983 and The Business Improvement Districts (Scotland) Regulations 2007) undertake and manage the postal ballot.

5.0 The BID Area

The proposed BID area is the entire town falling within the 30 mph limits: from the entrance to the top of the town on A85 at the Bealach an Rìgh, to Ganavan along Esplanade, along Gallanach Road past Glenmore Road, along Glencruitten Road past the golf course, along Glenshellach Road near the police houses, to the A816 exit to Lochgilphead on Soroba Road.

The BID team have calculated that this equates to circa 564 properties, (circa 386 individual businesses) the eligible person of which will be entitled to vote on 6/10/2022 Following a successful ballot all eligible persons within the BID area will be required to pay the BID levy.

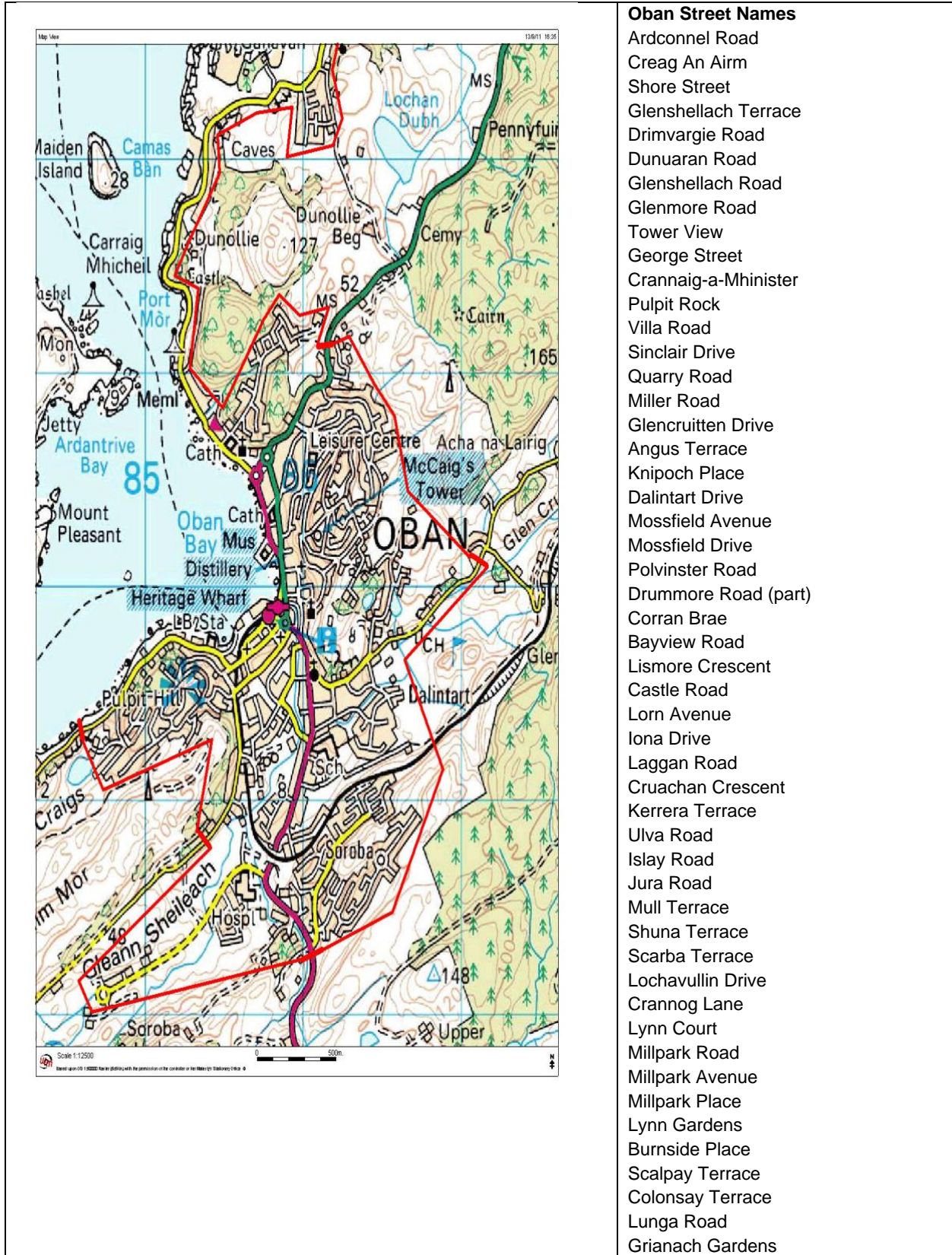
5.1 The BID Map and Streets

Why was this area chosen?

The reason that this area was chosen was that as the whole town benefits from the work of the BID either directly or indirectly it is only fair that all should contribute and reducing individual contributions and spreading the load throughout all the beneficiaries of the project.

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BID4Oban MAP



Business Proposal

	<p>McCaig Road Lonan Drive Aray Gardens Orchy Gardens Nant Drive</p>
<p>Oban street names (cont.) Ure Gardens Coe Gardens Etive Gardens Feochan Gardens Lawe Road Nelson Road Campbell Crescent Glencruitten Road Albany Street Gallanach Road Alexandra Road Corran Esplanade Ganavan Road Rowan Road Deanery Brae Croft Road Croft Avenue Longsdale Crescent Longsdale Terrace Hazeldean Crescent Longsdale Road Dalriach Road Dalriach Park Terrace Benvoullin Road Duncraggan Road Laurel Road Laurel Crescent Rockfield Road Ardconnel Terrace Hill Street Tweeddale Street Stevenson Street Argyll Street Stafford Street Craigard Road Albert Road John Street Nursery Lane Albert Lane Park Hotel Lane Breadalbane Street Breadalbane Lane William Street North Pier Airds Crescent</p>	<p>Creran Gardens Gibraltar Street Market Street Lochside Street Star Brae Lochavullin Road Soroba Lane High Street Campbell Street Station Road and Queen's Park Place Soroba Hill Road Lynn Road Mill Lane. Lochavullin Glencruitten Court Glengallan Road The Greens, Glencruitten Pulpit Drive Pulpit Road Glenshellach Business Park Roads Taylor's Brae Jacob's Ladder School Brae Ben Cruachan View Haggarts Brae (Footpath) Glengallan Drive Balvicar Road Craighouse Avenue Soroba Road Combie Street Argyll Square Morvern Hill Glenshellach Industrial Estate Road Glenshellach Buisness Park Footpath Glencruitten Rise Creag Bhan Village No's 1-28 Creag Bhan Village No's 29-60 Skerryvore Gardens Hyskeir Gardens Hynish Crescent Benvoullin Gardens McCall Terrace Corelli Court Davaar Gardens Fladda Road Polvinster Gardens Rhuvaal Road</p>

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There are circa 564 Properties located in the BID area.

6.0 BID Management

6.1 BID Staff

The BID Manager is Andrew Spence (Chief Executive) and is accountable to the BID Board.

6.2 BID Board

The Board is made up from a cross section of the business community in the area and includes one locally elected councillor. The Board provides direction to the management of the BID and BID development staff. Advice is also given by Fergus Murray, Argyll and Bute Councils Head of Economic Development. The members of the board are as follows

Name	Sector
Antony Cave	Retail
John Forbes	Construction
Ian Clunie	Tourism
Gregor MacKinnon	Hospitality
Fergus Murray	A&B Economic Development
Jim Lynch	Council

6.3 Management of the BID

Following a successful yes vote, the management and operation of the BID will continue under the existing company structure and name, BID4Oban Ltd company number 435469, which will operate from 1/11/2022.

The Company will continue to be managed by its Board of Directors operating in an open and transparent way and answerable to the businesses in the area. The Directors are committed to the highest standards of management, governance, and accountability; recognizing good governance helps deliver the strategic objects of the company.

There will be a detailed set of protocols (the Operating Agreement) which will cover, as well as other items, the billing, collection, and transfer of the levy to the Company.

The Board of Directors may consist of up to twelve directors, of which there are currently 6 in office. An active campaign will be launched during and after the successful ballot to recruit additional directors to the Board. Every eligible person that pays the levy will have the opportunity to nominate themselves or

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someone else from within the BID area to be elected to the Company Board but limited to one eligible person from each eligible property.

Nominations of directors, representatives, or advisors from outside the BID, who **do not** pay the levy and **who may or may not** represent those making voluntary or other financial contributions toward the BID, will be strictly at the discretion of the Board of Directors.

The Company will continue to be run by the businesses for the businesses. This Board will be responsible for all decisions relating to staff, contracts, the delivery of the approved business plan and other activities generated by the BID.

The Board will be representative of the businesses and stakeholders in the area. The Chair, Vice Chair and Finance Director will be elected from the directors of the Board. The Board will include two representative from Argyll and Bute Council. Other non-voting members or local groups may be co-opted onto the Board at the Board's discretion.

The BID Company Board will have the authority to adapt or alter the projects and services from year to year to reflect any change in economic circumstances or any new opportunities that may arise. This will be in the best interests of the levy payers and without recourse to an alteration ballot.

Additionally, the BID Company Board reserve the right to consider creating a charitable arm of the company to enable it to secure additional funding, which can only be sourced with charitable status.

7.0 The Consultation Process

7.1 Introduction

An initial consultation was undertaken with a cross section of businesses in the form of one-to-one interviews, which will lead to the creation of a bespoke questionnaire, which will be distributed to all businesses in the BID area.

The questionnaire survey will be supported by one-to-one consultation.

The overall aim of the consultation is to assess opinions on initiatives to further enhance and improve the BID area, determine what additional projects and services the businesses would like delivered over the next BID term to give an added incentive to visit and invest in Oban. The results of these surveys and consultations will combined and form the basis of the Business Plan and BID Proposal

Businesses will receive letters, e-mails, telephone calls, newsletters, newspaper articles, one-to-one visits throughout the BID development process to keep them informed of progress. The website www.bid4oban.co.uk has been kept fully updated with information throughout the development of the BID. Full details of the consultation are shown at Appendix 2.

New businesses to the BID area received personal visits on a one-to-one basis to inform them about the BID.

Business Proposal

A renewal ballot launch will be held during June and July 2022. All businesses will receive invites.

Following feedback received during the consultation process, the board has organised a ‘Next Steps’ meeting at which copies of the ‘Next Steps’ document will be circulated. The Next Steps document was delivered to those businesses unable to attend the meeting. All eligible persons were invited by a letter from the Chair, and by e-mail and social media.

As the ballot approaches it is planned to visit as many businesses as possible to discuss both the new and existing projects and services the businesses have indicated they would like the BID to deliver.

Full details of the consultation are contained in Appendix 2

7.2 Business Survey

Businesses will be consulted with during June and July 2022 and we will be producing a survey questionnaires will be hand delivered where possible, if not, posted to the property within the proposed BID area on the 1st July 2022. The businesses will also give the opportunity to complete the questionnaire on-line. The purpose of the questionnaire survey is to consult with the businesses within the BID area and determine their issues and concerns. The survey also sought to establish views and opinions on specific identified issues relating to the area.

The BID Board will consider the responses from the one-to-one consultations, questionnaire survey and public meetings as being sufficient to decide on the projects and services proposed in the business plan.

BID legislation requires that before a ballot can take place, a minimum of 5% of those eligible to vote must indicate that they are in favour of a BID. The results of the consultations (both one-to-one and questionnaire survey) indicate that 28 eligible persons 5% are in favour of the BID. In terms of rateable value this equates to 5.2%.

Please refer to Appendix 1 (Support for the BID) for a list of the eligible persons who have indicated their support for the BID to continue for a further term.

7.3 The Key Findings

Sector Specific Survey

Overall, the most important areas the BID could improve on were ranked by the businesses in order of importance as:

1. Access and traffic management
2. Marketing and promotion
3. Clean and attractive
4. Business support
5. Training initiatives
6. Lobbying and a Business Voice

Business Proposal

Businesses would like:

1. A well promoted and vibrant town
2. To attract more visitors and see increased spend
3. A raised profile for the town by closer working with AITC
4. To see parking issues addressed within the BID area
5. To create a cleaner, greener and more attractive town centre
6. To extend the season with more events in the shoulder months
7. A more diverse High Street to attract customers
8. Improved business support and advice

The businesses will be given a final opportunity to comment on the projects and services, as detailed in the Next Steps document, to allow them to be included in the Business Plan.

We asked what future projects for the town of Oban are most important

By ranking a list of projects in order of importance, the following list represents what the businesses would like the BID to address:

- Parking issues resolved within the BID area
- Extend the season
- Better promotion of the town
- Free town centre wifi
- Improved appearance of the town
- Encouraging spending locally
- Attracting new businesses into the town centre.

8.0 Proposed Improvements

We believe that the best way to achieve lasting and sustainable change, and best value for money, is by working in partnership, so where appropriate we will work strategically with: Argyll and Bute Council, AITC, Oban Community Council, Educational establishments.

The proposed projects will be progressed over the five-year period of the BID. Some projects will be provided on an annual basis while others are one-off projects. The time frame for delivering the projects will be decided by the Board of Directors within the agreed budget.

The detailed projects costs are estimates only. The actual cost of the projects will depend on a variety of factors and will not be definitive until competitive tenders have been submitted where necessary. Some of the projects may be subject to planning permission and other statutory approval.

The projects will be based on the following themes, individual projects and services are detailed in the Business Plan.

Business Proposal

- 1 Our environment.
- 2 Let's shout about Oban
- 3 Working together
- 4 Marketing locally

9.0 The BID Levy

9.1 Who will pay the levy?

A BID levy is an equitable and fair way of funding additional projects and services, which the local authority and other statutory bodies are not required to provide. There are approximately 550* commercial properties in the BID area which will generate a BID investment levy income of approximately £168,362 per annum and an estimated total levy income of £841,810 over 5 years.

It has been agreed by the BID Board the levy structure will remain the same banded system based on the rateable value (RV) of the property on the day of the ballot 6/10/2022 and throughout the 5-year term of the BID and: -

- The BID levy will be paid by the occupier (the eligible person liable to pay the non-domestic rate), however, the property owner will be liable to pay the levy where a property is vacant on the day the levy invoice is issued and for all the period thereafter when the property is vacant.
- There will be no increase in the levy amount throughout the term of the BID or because of a non-domestic rateable revaluation occurring during the BID term.
- All eligible occupiers (of eligible properties) i.e., the eligible person liable to pay the non-domestic rate that are listed on the Local Assessors Valuation Roll on the ballot date will be liable to pay the levy.
- The levy payments are not linked to what businesses pay in rates but are based on the rateable value of the property.
- The levy must be paid either in one payment within 28 days from the date of the levy invoice or in 10 instalments by arrangement with the billing body.
- If there is a change, in occupier to a property, until a new occupier is found, the property owner will be responsible for paying the levy.
- Any new commercial development, subdivision of existing properties or merging of properties or new business with a non-domestic rateable valuation coming into the area during the 5-year term of the business improvement district will be liable for the BID Improvement Levy.
- If a property is vacant on the date the levy is issued and for any subsequent vacant periods, the property owner will be liable for the full levy amount, which must be paid within 28 days.

Business Proposal

- Self-catering holiday accommodation which is not the sole or main residence of any person and which is available (or intended to be available) for letting on a commercial basis, with profit in mind, for short periods totalling more than 140 days in the financial year remain liable for non-domestic rates for the whole year and will be included.
- The levy will apply to properties with a rateable value of £3000 and above. Levy bandings will be applied with a maximum banding at £500,000 and above.
- The BID levy will **not** be index-link to the Retail Price Index (RPI) - Consumer Price Index (CPI) to take account of inflation, so that those liable to pay the levy can budget accordingly for the full five-year term.

9.2 Exclusions

The BID Board decided to exclude premises that have a rateable value of less than £3000. These premises can pay a voluntary levy and become an “associate member” should they wish, details of which are given in the BID Business Plan.

The BID Board decided that there is no benefit from being part of the BID to the following categories of property and therefore are exempt from paying the levy Ad-spaces, Nursing Homes, Non-Retail Charity, Places of Worship, Health Care Centre, the Community Employment Trust and the Girl Guide Association.

9.3 The Levy Table*

Rateable Value	Each Week	Each Month	Annual Levy	No of Businesses	Total
0 to 2,999	Voluntary	Voluntary	Voluntary		£0.00
3,000 to 8,399	£2.90	£12.50	£150.00	234	£35,100
8,4 to 13,399	£4.23	£20.83	£250.00	129	£32,250
13,4 to 39,999	£7.30	£31.67	£380.00	128	£48,640
40,000 to 65,999	£10.20	£44.17	£530.00	27	£14,310
66,000 to 99,999	£17.12	£74.17	£890.00	18	£16,020
100,000 to 179,999	£19.80	£85.83	£1,030.00	9	£9,270
180,000 to 499,999	£44.23	£191.67	£2,300.00	4	£9,200
500+	£96.15	£416.67	£5000	1	£5000

*Based on reports of 1/6/2022

The BID Board decided to continue to use a fee structure, as detailed above, to calculate the levy fee. The reasons behind this are as follows: -

Business Proposal

- The levy payments add up to the amount required to deliver the business plan.
- A banding system was chosen as it represents a simple and easy way for businesses to identify their levy payment, provides for ease of collection and represents a fair and reasonable methodology. Everybody benefits therefore everybody pays.
- A minimum payment of £150, (£2.90 per week or less than one cup of coffee per day) is believed to be affordable for the smallest businesses as they will have the opportunity to benefit from cost reduction projects and the Property Improvement Grant.
- Through consulting with the businesses, a maximum of £5000 is believed to be affordable for the businesses at the higher end of the banding.

9.4 Collection of the BID Levy

Argyll and Bute Council will collect the investment levy on behalf of the BID, as this will be an efficient, safe, and cost-effective method of collection. Argyll and Bute Council will lodge the levy within a BID Revenue Account. The BID levy can only be drawn down by the Board of Directors of the BID to allow the delivery of the business plan.

The BID Revenue Account and levy cannot be accessed by Argyll and Bute Council nor can it be used by the Council as an additional source of income.

9.5 Enforcement

In the event of any non-payment of the BID improvement levy, it will be strongly pursued by Argyll and Bute Council (as the billing body) using the recovery powers available to the Council to ensure complete fairness to all the businesses that have paid. Argyll and Bute Council will be entitled to charge an additional fee to the levy amount to meet any additional costs incurred in the recovery of the levy.

10.0 The Voting Process

10.1 Pre-Ballot

The BID Proposer must submit, at least 98 days in advance of the ballot date, the BID Proposals to the Local Authority, the Scottish Ministers and the billing body along with a letter detailing their intention to put the BID Proposals to ballot. The local authority has then, 28 days in which to veto or not veto the BID Proposals.

A 'Notice of Ballot' will be issued at least 42 days before the day of ballot.

The BID Proposer will make available a copy of the BID Proposal to any person, who is eligible to vote on the BID Proposals, who requests a copy.

Business Proposal

10.2 The Ballot

- Ballot papers will be posted to the eligible person responsible for casting a vote within their business at least 42 days before the day ballot. In the case of national companies, the responsibility for voting may lie with head office.
- Prior to or on the date the ballot papers are issued the BID Proposer will provide to all those eligible to vote in the ballot, with a copy of the BID Business Plan.
- The BID ballot is a confidential postal ballot conducted by Argyll and Bute Council on behalf of BID4Oban BID and in accordance with Scottish BID legislation.
- Where an eligible property is vacant the voting papers will be sent to the property owner.
- In BID4Oban case, voting papers will be issued no later than 25/8/2022.
- The last date for all ballot papers to be returned is 5pm on 6/10/2022. Papers received after this date and time will be deemed null and void and not be counted.
- Voting papers are easy to complete, simply place a cross on either “yes” or “no” to the question “are you in favour of a BID?” The ballot paper must then be signed by the person eligible to vote and returned in the pre-paid envelope.
- For the ballot to be successful there must be a minimum turnout of 25% (the headcount) by number of eligible persons and by combined rateable value; and of those who turnout, the majority must vote in favour by number and rateable value.
- All eligible persons (i.e., those persons liable to pay non-domestic rates) will have one vote or where a person is liable for non-domestic rates for more than one property, that individual shall be eligible to cast more than one vote however they will be required to pay the levy for each of the properties that they occupy.
- The ballot papers will be counted on 7/10/2022 and the results announced by the Argyll and Bute Council within one week.
- Following a successful ballot, the BID will commence on 01/11/2022 and will run for a period of five years until the 31/10/2027

10.3 BID Ballot Timetable

Item	B-n	Procedure	Time	Date	Comments
1	B-154	Last day for notice of intention to put BID proposals to ballot.	Regulation 4 At least 154 days before ballot.	5/5/2022	Submitted 3/5/2022

Business Proposal

2	B-126	BID Review.	BID proposals reviewed and agreement reached as to whether a positive ballot result is achievable. If not achievable, then the BID should not go to ballot.	By	
3	B-98	Last day for the submission of the BID proposal to the local authority and Scottish Ministers.	<p>Regulation 5 (2) (a) (i) At least 98 days* before the day of the ballot in accordance with regulation 4.</p> <p>*This would give the local authority at least 28 days to consider proposals before deciding whether to exercise their veto.</p>	By 30/6/2022	
4	B- 70	Local authority to confirm it is or is not vetoing the BID proposals.	<p>Regulation 14 (1) For the purposes of section 42(2) of the 2006 Act, the prescribed period is 70 days prior to the day of the ballot.</p>	By 28/7/2022	
5	B-56	At least 98 days after item 1 the BID Proposer requests local authority to instruct ballot holder to hold ballot.	<p>Regulation 5 (2) (a) (ii) and (b) The request to hold a ballot should be at least 56 days* before the ballot date.</p> <p>*To allow time to put in place ballot arrangements, before issuing ballot papers (at least 42 days before ballot), it is recommended that the request to hold a ballot should be made at least 56 days before the ballot date.</p>	By 11/8/2022	
6	B-56	The local authority instructs the ballot holder to hold BID ballot.	Regulation 6	By 11/8/2022	
	B-42	Ballot holder puts in place arrangements to hold BID ballot.	<p>Regulation 8 <u>On receiving instruction under Regulation 6 to hold ballot</u> the ballot holder puts in place the</p>	By 25/8/2022	

Business Proposal

			formal arrangements to hold ballot, including: - Securing ballot date, publishing notice of ballot, and preparing list of persons entitled to vote.		
7	B-42	Publication of notice of ballot (by ballot holder). Issue of ballot papers. Spoilt ballot papers.	Schedule 2, para. 3a The ballot holder shall at least 42 days before the day of ballot, publish the notice of ballot. Schedule 2, para. 3 42 days before ballot date. Schedule 2, para. 11 Spoilt ballot papers may be replaced at any time from the issue of ballot papers.	By 25/8/2022 By 25/8/2022 By 25/8/2022	
8	B-42	Last day for postponing the day of the ballot by up to 15 days.	Schedule 2, para. 2 (2) - No later than 42 days before the day of the ballot, the ballot holder may postpone the day of the ballot by up to 15 working days.	By 5pm on 28/8/2022	
9	B-10	Last day for the appointment of a proxy.	Schedule 2, para. 5 (5) An application to appoint a proxy shall be refused for the purposes of a particular ballot if the ballot holder receives it after 5 p.m. on the tenth day before the day of the ballot.	By 5pm on 23/9/2022	
10	B-7	First day for the request for issue of replacement of LOST ballot paper.	Schedule 2, para. 12 Where a voter has not received their ballot paper by the seventh <u>working day</u> before the day of the ballot, that voter may apply (whether or not in person) to the ballot holder for a replacement ballot paper.	From 27/9/2022	
11	B-5	Last day for cancellation of proxy.	Schedule 2, para. 5 (10) A notice under sub- paragraph (9) by a person entitled to vote	By 5pm on 30/9/2022	

Business Proposal

			cancelling a proxy's appointment shall be disregarded for the purposes of a ballot if the ballot holder receives it after 5 p.m. on the fifth day before the date of the poll at that election.		
12	B	Ballot Day	Schedule 2, para. 2 – (1) (c) At least 42 days after, but no more than 90 days after, the date on which the ballot holder published the notice required by paragraph 3 (a). (See also Item 7).	6/10/2022	
13	B+1	The Count	Schedule 2, paras. 14-16 As soon as practicable after the day of the ballot, the ballot holder shall make arrangements for counting the votes cast on such of the ballot papers as have been duly returned (in accordance with paragraph 13) and record the number counted.	7/10/2022	
14	B+1 B+8	Declaration of results.	Schedule 2, para 17 (2) The ballot holder, having made the certification under subparagraph (1) Shall: (a) forthwith make a declaration of the matters so certified; and (b) Give public notice of the matters so certified as soon as practicable and within 7 days after the counting of the votes.	7/10/2022 14/10/2022	

11.0 Public Sector BID Involvement

11.1 Baseline Services

A baseline service agreement ensures the BID does not use the levy money to duplicate any services provided by Argyll and Bute Council and Police Scotland. The services directly delivered by the BID additional to any statutory services. The baseline services agreement gives an assurance to businesses

Business Proposal

that the levy payment will only be used for **additional** projects which they voted on in the BID ballot. Additionally, a baseline agreement avoids the risk that public agencies including Argyll and Bute Council will not reduce its statutory level of service to the BID area following a successful ballot.

For a full and detailed list of services provided in the BID area by Argyll and Bute Council, please refer to Appendix 6 Council Baseline information and Baseline Agreement.

The services already provided by Argyll and Bute Council

Argyll and Bute Council provides the following services (both statutory and discretionary) within the BID area: -

- **Pier and harbour maintenance** – Provision of maintenance and management
- **Trading Standards and Advice Services** - Licensing and Permits (street traders, public entertainment, etc.), Food Safety, Trading Standards, Environmental Health
- **Street Cleaning and Litter Bin Emptying** - Recycling (Kerbside), Street Cleansing, Public Toilet, Environmental Wardens
- **Commercial Waste Collections** – collection and recycling
- **Economic Development** – Business Gateway etc
- **Horticultural and Grounds Maintenance Works** – Open Space Maintenance – Playing Fields – Parks
- **Roads, Pavements and Carpark Maintenance** – Carriageway, Footway Repair and Maintenance - Winter Maintenance
- **Street Lighting Maintenance** - Street Lighting
- **Planning, Housing and Regulatory Services** - Development Management
- **Strategic Transportation**

The services already provided by Police Scotland:

- 24/7 Policing response
- Dedicated policing during peak times
- Enhanced policing levels during special events
- Operation and control of CCTV system
- Liaison with partner agencies and other groups
- Crime prevention - advice

12.0 Measuring Success

12.1 Measuring the Success of the BID

Throughout the lifetime of the BID, all work on the BID projects will be monitored to ensure the projects proposed in the BID Business Plan achieve a high level of impact and are progressing to the satisfaction of the businesses that voted for the BID.

The BID Board of Directors will monitor and oversee the efficient delivery of the BID projects.

Business Proposal

The BID will undergo an independent evaluation and or Assessment and Accreditation Interim Review (AAIR) of its activities at the halfway point and towards the end of the third term.

The AAIR: -

- Is a bespoke review, which recognizes and accords with the Scottish BIDs legislation and the public and private sector environment in Scotland
- Gives confidence to businesses and the Board of Directors that the practices of the BID Company are robust and accord with good practice and
- Supplies an audit trail to support any future evaluation of the BID Company.

In developing the Interim Review, a consultation was undertaken with,

- Key stakeholders and organisations
- key UK national businesses
- The Scottish Retail Consortium; and

reviewed existing assessment and accreditation frameworks, including existing documents used to assess BID Proposals in the UK, to identify key lessons.

The AAIR is recommended by Scotland's Improvement Districts (SIDs) as good practice and is included as one of the good practice elements of any Scottish BID Proposal and BID Business Plan.

12.2 Marketing, Communications and Social Media

To ensure openness and transparency in the management of the BID company, following a successful ballot, the BID Board have agreed the BID Business Plan should include, but not limited to; - one to one business engagement, business briefings, social media engagement, newsletters for those businesses (preferring hard copy information or with no access to IT), press releases, business forums, business networking meetings etc.

Additionally, the following information is to be displayed on the BID4Oban BID website: -

- The current BID business plan.
- The annual accounts
- The BID ballot result.
- The contact details for the BID manager and other staff members.
- The names of BID board members and either the name of their business or the sector they represent.
- BID board governance structure with specific reference to how decisions are agreed and actioned.
- Details of director Meetings the agenda and minutes - abridged where necessary
- The methods levy payers can provide feedback to the BID e.g., AGM and/or other regular meetings.
- An annual report detailing the BIDs the projects/services/initiatives delivered and the cost of each; and the BID4Oban achievements and the value the BID provides to levy papers.

Business Proposal

13.0 Finances

13.1 Estimated Income and Expenditure

There are circa 564 eligible properties located within the BID area (this figure may change as businesses move, expand or close). The BID levy income is calculated to be approximately £168,362 per annum.

The average collection rate for BID4Oban BID is 95% Therefore, an amount has been set aside in the budget under 'contingency' to allow for any bad debt.

Argyll and Bute Council have previously, in addition to paying their levy for eligible properties, to provided additional funding of £20,000 subject to an outcome's agreement with the BID Company. The possibility of this continuing is currently under discussion but has not been included in the income for the BID Company.

The improvement levy will make it easier to obtain other sources of funding for specific projects and these opportunities will be pursued. The BID aims to attract other investment, sponsorship and trading income to increase the amount available to spend on your projects as they develop. Funds will be sought from but not restricted to Scottish Government, STP and other philanthropic organisations.

As the BID progresses, more income will be attracted, and this will be invested in improving the town centre for the benefit of the businesses and local community.

13.2 Financial Management Arrangements

Any variations within budgets will be reported to the Board of Directors.

The Board will agree on an annual basis how funds for subsequent years will be allocated. This will be based on business feedback during the previous year and the priorities for the coming year, which allows the BID the flexibility to respond to changing business needs and requirements.

Argyll and Bute Council will collect the levy payments on behalf of the BID and will retain these funds in a separate account until the BID Board calls these funds down. The BID Board will manage the levy funds that are collected by the Council. This arrangement will ensure that projects are delivered, and any financial liabilities of the BID are transparent.

13.3 BID4Oban BID Projected Income and Expenditure

INCOME	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
BID LEVY**	£168,362	£168,362	£168,362	£168,362	£168,362	£841,810
COUNCIL *	*	*	*	*	*	
INCOME TOTAL	£168,362	£168,362	£168,362	£168,362	£168,362	£841,810

** Based on levy reports of 1/06/2022

* The BID4Oban board are currently in discussions with Council to extend the additional funding (£20k pa) of the first and second BID term to the third term.

Business Proposal

EXPENDITURE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Events	£30000	£30000	£30000	£30000	£30000	£150,000
Environment	£24000	£24000	£24000	£24000	£24000	£120,000
Marketing Locally	£19000	£19000	£19000	£19000	£19000	£95,000
Working Together	£17944	£17944	£17944	£17944	£17944	£89,720
Running Costs	£69,000	£69,000	£69,000	£69,000	£69,000	£345,000
Contingency	£8418	£8418	£8418	£8418	£8418	£42,090
TOTAL	£168362	£168362	£168362	£168362	£168362	£841810

14.0 Contact Information

If you would like more information, please visit our website www.anybid.com or contact Chair or BID Manager by telephone, e-mail or make an appointment to see them.

Andrew Spence
BID Chief Executive

T: 01631 569915

E: andrew.spence@bid4oban.co.uk

43 Stevenson Street
Oban
PA34 5NA

Appendix 2

14/6/2022

Details of Consultation Process

Consultation of the BID4Oban renewal ballot is ongoing. This will continue between now and the publishing of the full business plan which is expected to be published in draft by 30/6/2022 with a full version being sent to those eligible to receive ballot papers and therefore vote on the proposal by 25/8/2022.

Initial conversations have taken place with 28 local businesses (appendix 1) who are fully supportive of what we have achieved and what we plan to do in a third term. As an active BID we are in regular contact with all our levy payers via social media, mailchimp etc. At our AGM of 20th April 2022, there was resounding support for the BID to continue as a result of COVID recovery and the work undertaken by the BID company.

We have engaged the services of a media company Innes and Campbell who are actively producing a communications strategy as soon as the draft Business Plan is produced. This will highlight all our achievements over the last ten years and our exciting proposals for our third term.

A series of roadshows/meetings will be undertaken between now and the ballot date. Given that Oban is a highly seasonal town, the majority of consultations and communication of proposals will be one to one, face to face. We are working with AITC (Argyll and the Isles Tourism Cooperative) to highlight the benefits of the BID Company.

We have a close working relationship with our Area Committee of Councillors, MP, and MSP's. They are fully supportive of our BID for a third term.

Our work with our local newspaper, Oban Times is testimony to some of our successes and we feature weekly with support for business and events etc.

All consultations will be logged and available for scrutiny.

Andrew Spence
BID4Oban Chief Executive.

Appendix 3 - The Business Plan
To be sent under separate cover

Appendix 4 - Database of properties - EXEMPT INFORMATION



Oban Business Improvement District

www.bid4oban.co.uk



Pippa Milne
Chief Executive
Argyll and Bute Council
Kilmory
Lochgilphead
PA31 8RT

15th June 2022

Dear Pippa

**Planning etc. (Scotland) Act 2006
Business Improvement Districts (Scotland) Regulations 2007**

BID4Oban Ltd Business Improvement District - Formal Submission of BID Proposals to the Local Authority and the Scottish Government

We refer to the above legislation, which requires the BID Proposer to notify you in writing that we wish to put the BID4Oban Ltd BID Proposals to a ballot.

This letter is our formal request for Argyll and Bute Council, to instruct the ballot holder to put the BID Proposals to a ballot on the 6th October 2022

Will you kindly acknowledge receipt of this letter.

Yours sincerely,

Yours sincerely,

Andrew Spence
Chief Executive

CC:

Karl Blomer – Scottish Government
Phil Prentice – Chief Executive Scotlands Towns Partnership
Bill Harvey -Scotlands Towns Partnership

BID4OBAN LTD, 43 Stevenson Street, Oban, Argyll PA34 5NA.

Tel. 01631 569915. www.bid4oban.co.uk. Email: andrew.spence@bid4oban.co.uk

Chief Executive - Andrew Spence, Chairman – Antony Cave Company no. SC435469 VAT NO: 152327236

Argyll and Bute Council

Baseline Service Agreement 14th June 2022

Service Area: -	
Activity Area	Pier and harbour maintenance
Statutory/Non-statutory Service	Non Statutory
Description/Specification	Provision and maintenance of pier, pontoons, slipway and harbour facilities. In addition to a general duty of care, legislation provides the basis for powers and duties relating to these activities, including work to Harbour and Docks Act 1847, Harbour Bylaws and Anti-Terrorist legislation concerning Marine Port Security.
Contact	Scott Reid – Marine Operations Manager 01546 604696 Scott.reid@argyll-bute.gov.uk
Existing Activity	Works managed and carried out by Argyll & Bute Council staff
Operational Times	Core hours 9am – 5pm Monday – Friday but with significant variances to suit peaks of activity e.g. at weekends and during summer months.
Staffing and Equipment Levels	Harbourmaster and office, equipped with range of communications equipment. Oil spill response equipment. The council has a responsibility to ensure piers within its ownership are maintained in a serviceable condition. In Oban these are the North Pier including the transit berthing facility, Oban Times Slip, and Port Beag. The harbourmaster is responsible for coordinating vessels which are berthing at the council's piers and collection of harbour and gangway dues. Provision of freshwater. Waste management facilities are provided for vessels using council piers and slips.
Key Performance Indicators	N/A
Legislation/Policy	N/A
Existing Value of Contract/Service	N/A
Boundary Area	SHA area round North Pier
Non-compliance Procedure	N/A
Additional Information or Notes	None

Service Area: -	
Activity Area	Trading Standards & Advice Services
Statutory/Non-statutory Service	Statutory and Non Statutory Enforcement functions are (mainly) statutory, consumer advice functions are (mainly) non-statutory
Description/Specification	The Council either (in its role as a Local Weights & Measures Authority or directly) has a duty to enforce consumer protection legislation. Trading Standards Officers enforce this legislation. Trading Standards also carry out (non-statutory) scam prevention & consumer education work. Advice Services provide Debt Counselling & Welfare Rights advice to consumers.
Contact	Lee Roberts lee.roberts@argyll-bute.gov.uk 01546604779
Existing Activity	<ul style="list-style-type: none"> • Programmed metrology, product safety, age-related sales & fair trading inspections and revisits to businesses within the area. • Programmed visits to relevant Animal Feed premises on behalf of and under a contract with Food Standards Scotland • Investigation of criminal complaints relating to Trading Standards legislation • Monitoring of civil law complaints against local traders for Enterprise Act purposes • Licensing & Certification of petrol sites. Inspection of Licensed & Certificated premises • A program of “test purchases” to ensure compliance with TS legislation • Scam prevention work • Protection of vulnerable consumers through supplying & fitting callblockers • Provision of money advice and debt counselling to consumers • Assisting consumers to obtain Debt Arrangement Schemes, Bankruptcies etc • Provision of Welfare Rights advice • Representation of clients at appeals & tribunals
Operational Times	Core 9am – 5pm Monday – Friday.
Staffing and Equipment Levels	3 staff are physically based in Oban. Overall provision in OLI includes: Debt Counselling 0.25 FTE Trading Standards 0.75 FTE Welfare Rights 1.0 FTE
Key Performance Indicators	LRS102_01 Advice and assistance from Welfare Rights is provided to Clients to ensure they maximise their income. ENV5 - Cost of trading standards and environmental health per 1,000 population ENV5a - Cost of trading standards per 1,000 population There are also Welfare Rights targets set out in the Local Housing Strategy:

	<ul style="list-style-type: none"> LHS Outcome 2 – To regenerate communities by improving the quality, condition and energy efficiency of housing and by tackling fuel and child poverty. Key target: Income maximisation – Minimum of £10m generated via Welfare Rights activity by 2027 LHS Outcome 3 – to enable people with particular needs to live independently in their own homes and to remain in their communities <p>Key target - Continuing to work with Care & Repair and other partner agencies to deliver effective services across Argyll & Bute that support independent living;</p>
Legislation/Policy	Relevant legislation as listed on Trading Standards authorisations. Council policies re providing consumer education, welfare rights advice & debt counselling advice.
Existing Value of Contract/Service	N/A
Boundary Area	All activity within or adjacent to BID area
Non-compliance Procedure	N/A
Additional Information or Notes	N/A

Service Area: -	
Activity Area	Roads, pavements and carpark maintenance (including winter maintenance) Car Park maintenance carried out by Operations but instructed by Network and Standards – Hugh O’ Neill
Statutory/Non-statutory Service	Statutory
Description/Specification	<p>Maintenance of roads, pavements and carparks. In addition to a general duty of care, legislation provides the basis for powers and duties relating to Road Maintenance. Primarily the Roads (Scotland) Act 1984 and The New Roads and Streetworks Act 1991.</p> <p>Scheduled maintenance activities include: drainage works, patching, pavement maintenance, signage, gritting and winter maintenance.</p> <p>Major resurfacing works are also scheduled when capital budget is made available.</p>

	<p>Inspection</p> <p>Roads – annual survey by contractor (WDM), followed by more detailed inspection where potential defect development has been identified. Also inspection for safety defects at intervals laid down in maintenance plan.</p> <p>Culverts and manholes – inspect and clean annually</p> <p>Gullys – inspect and clean 3x in two years</p> <p>Fences/barriers/railings – inspected every two years</p>
Contact	<p>Tom Murphy – Operations Manager 0141 658908 Tom.murphy@argyll-bute.gov.uk</p> <p>Hugh O’Neill – Network and Standards Manager 01546 604084 (Car Parks) Hugh.o'neill@argyll-bute.gov.uk</p>
Existing Activity	Works managed and carried out by Argyll & Bute Council staff, with specialist contractors brought in when necessary.
Operational Times	<p>Core 8am – 4pm Monday – Friday</p> <p>Winter maintenance times (winter gritting) may be outside these hours in accordance with the weather pattern.</p>
Staffing and Equipment Levels	<p>A road’s maintenance team is based in Oban but carries out further work beyond the perimeter of the BID area.</p> <p>Within the bid area there are 36.4km of adopted roads</p> <p>Full time equivalent staff = 4 (dependant on variances in annual capital works such as major road resurfacing) A variety of vehicles are available to be deployed depending on type of works being undertaken.</p> <p>The trunk road network is maintained by Transport Scotland In Oban this is the A85, George Street, Esplanade, Airds Place and Stafford Street (west of George Street)</p> <p>10 Pay & Display car parks are provided and managed within the BID area, with plans to convert 2 more to Pay and Display. (Now converted).</p> <p>Car Park locations:</p> <ul style="list-style-type: none"> Ganavan P&D Corran 1 Seasonal P&D Corran 2 P&D Longsdale coach park P&D Longsdale car park FREE currently, but plan to convert to P&D (Now converted). Esplanade P&D North Pier P&D Albany Street P&D Market Street P&D Lochavullin car park FREE currently, but plan to convert to P&D (Now converted). Lochavullin coach/lorry park – P&D Tweedale Street – P&D
Key Performance Indicators	<p>Key Performance Indicators collated and reported.</p> <p>Quality inspections carried out by supervisory staff and rectification action taken where necessary.</p>

	Category 1 defects should be made safe within 24 hours of identification. Others will be inspected and dealt with as resources permit.
Legislation/Policy	Duty under the Roads (Scotland) Act 1984: a local roads authority shall manage and maintain all such roads in their area.
Existing Value of Contract/Service	£83,000* (including winter gritting operations)
Boundary Area	All roads, pavements and car parks within the BID area, with the exception of those managed by Transport Scotland
Non-compliance Procedure	N/A
Additional Information or Notes	* Cost shown is an approximate value based on revenue budget allocation for service provision in the Lorn area. Capital expenditure in the BID area is determined in accordance with the council's service asset management plan and will vary from year to year, being additional to the revenue figure if such works are scheduled.

Service Area: -	
Activity Area	Street lighting maintenance
Statutory/Non-statutory Service	Statutory
Description/Specification	Provision and maintenance of street lighting and associated electrical control boxes.
Contact	Tom Murphy – Operations Manager 01436 658908 Tom.murphy@argyll-bute.gov.uk
Existing Activity	Works managed and carried out by Argyll & Bute Council staff
Operational Times	8am – 4pm Monday - Friday
Staffing and Equipment Levels	Electrical maintenance is carried out by staff shared with other areas. There is no permanent presence in the town. Within the bid area there are 1844 electrical units (including traffic control, street lamps and junction boxes) maintained. Typically, duties are reactive and include a variety of electrical and lighting repairs, along with programmed maintenance works. Inspection - Lighting columns are inspected a minimum of every four years.

	<p>Full time equivalent staff =0.5 equipped with specialist lighting platform.</p> <p>Lighting along the trunk road network is maintained by Transport Scotland In Oban this is the A85, Dunollie Road, George Street, Esplanade, Airds Place and Stafford Street (west of George Street)</p>
Key Performance Indicators	<p>Key Performance Indicators collated and reported.</p> <p>Quality inspections carried out by supervisory staff and rectification action taken where necessary</p> <p>Response time for defects is within 5 working days and this is currently being achieved at a level of 71%</p>
Legislation/Policy	<p>Under Section 35 of the Roads (Scotland) Act 1984, Argyll and Bute Council has a duty to “provide and maintain lighting for roads which are maintained by them and which in their opinion ought to be lit”</p>
Existing Value of Contract/Service	£10,000*
Boundary Area	<p>Lighting to all roads, pavements and carparks within the BID area, with the exception of those managed by Transport Scotland.</p>
Non-compliance Procedure	N/A
Additional Information or Notes	<p>* Cost shown is an approximate value based on revenue budget allocation for service provision in the Lorn area.</p> <p>Capital expenditure in the BID area is determined in accordance with the council’s service asset management plan and will vary from year to year, being additional to the revenue figure if such works are scheduled.</p>

Service Area: -	
Activity Area	Street Cleansing and Litter Bin Emptying
Statutory/Non-statutory Service	Statutory
Description/Specification	<p>Litter control around the BID area in compliance with EPA requirements. To clean all routes to the required standard (A Standard) of cleanliness, being free of litter and refuse at the end of each sweep. Attention to dog fouling, flyposting, graffiti, and fly tipping as required. Education and Enforcement actions.</p>
Contact	<p>Paul Martin – Assistant Operations Manager 01546 604619</p> <p>Paul.martin@argyll-bute.gov.uk</p>
Existing Activity	<p>Works managed and carried out by Argyll & Bute Council staff, seven days a week.</p>
Operational Times	Street Cleansing

	<p>Mon to Thurs 07:00 - 1500, Friday 07:00 – 14:30 2 x manual barrow sweepers</p> <p>Wednesday – Saturday 07:00 – 15:00, Sunday 07:00 – 14:30 1 x manual barrow sweeper</p> <p>Friday – Monday 07:00 – 15:00, Tuesday 07:00 – 14:30 1 x manual barrow sweeper</p> <p>Litter bin emptying (42 throughout the BID area) Summer – once per day, more frequently as required or directed by supervisor. Winter – 3 times per week, more frequently as required or directed by supervisor</p>
Staffing and Equipment Levels	Full time equivalent staff allocated to BID area = 4
Key Performance Indicators	<p>LEAMS (Local Environmental Audit and Management System) Street cleansing monitoring assessments twice per year by external monitors. (Local Authority and Keep Scotland Beautiful)</p> <p>LEAMS cleanliness inspections monthly by in-house staff. LEAMS values are consistently in the mid-70s over the last year, comparable with the national standard of 74 (2010/11)</p>
Legislation/Policy	Section 89 Environmental Protection Act 1990
Existing Value of Contract/Service	£132,000
Boundary Area	All roads within the BID area
Non-compliance Procedure	Sites which fail to meet required standards are attended to within 24hrs
Additional Information or Notes	<p>Main litter sources are smoking, drinks, fast food and confectionary related.</p> <p>* Cost shown is an approximate value based on revenue budget allocation for service provision in the Lorn area.</p> <p>Capital expenditure in the BID area is determined in accordance with the council's service asset management plan and will vary from year to year, being additional to the revenue figure if such works are scheduled.</p>

Service Area: -	
Activity Area	Commercial Waste Collections*
Statutory/Non-statutory Service	Statutory
Description/Specification	Collection and disposal of commercial waste, including recyclables (paper/card/can/plastic/glass, in line with individual commercial waste contracts.
Contact	Paul Martin – Assistant Operations Manager 01546 604619

	Paul.martin@argyll-bute.gov.uk
Existing Activity	Works managed and carried out by Argyll & Bute Council staff, five days a week. Collection and disposal of commercial waste from 373 business premises, including commercial recycling (paper/cardboard/cans/plastic) collection in line with individual contract agreements. Servicing of commercial glass bins is carried out by Greenlight on the council's behalf.
Operational Times	Core 7am – 4pm Monday – Friday. Special services as required.
Staffing and Equipment Levels	3 operatives, 1 refuse vehicle 3 days per week 6.5 hours per day (Monday, Wednesday, Friday), 1 paper collection vehicle 1hour per day 5 days per week, 1 multilift/skip vehicle for special uplift as requested. Full time equivalent staff on commercial waste collection in BID area = 1.8
Key Performance Indicators	Collation of missed bin reports
Legislation/Policy	Waste Scotland Regulations
Existing Value of Contract/Service	£747,000
Boundary Area	All contracted premises within the BID area
Non-compliance Procedure	N/A
Additional Information or Notes	*domestic waste collection is additional to this service but has been requested not to be included within this documentation. Contract value shown is the total charged to customers.

Service Area: -	
Activity Area	Horticultural and Grounds Maintenance Works
Statutory/Non-statutory Service	Non Statutory
Description/Specification	The council carries out planting of seasonal bedding, maintenance of shrub beds, grass cutting, hedge trimming, hard surface management (sweeping of paths etc.), tree maintenance and maintenance of sports pitches.
Contact	Paul Martin – Assistant Operations Manager 01546 604619 Paul.martin@argyll-bute.gov.uk

Existing Activity	<p>Works managed and carried out by Argyll & Bute Council staff, five days a week.</p> <p>This includes work to raised planters, and at various open spaces around the BID area, such as McCaigs Tower, Corran Parks, Pulpit Hill and Ganavan.</p> <p>Maintenance of 42 public benches is also carried out by this unit.</p> <p>Design and implementation of bedding schemes</p> <p>Weed spraying, litter control, leaf clearance.</p> <p>Grass cutting frequencies are site specific ranging from weekly (on sports pitches) to eight weekly on lower profile sites.</p> <p>Floral bedding displays are overhauled and replaced twice per year, including those in mobile planters, of which there are some 23 around the town.</p>
Operational Times	Core 8am – 4pm Monday – Friday. Additional hours as required for special events.
Staffing and Equipment Levels	<p>1 gardener, 1 horticultural mechanic, 1 grounds maintenance staff</p> <p>General horticultural hand tools, spraying equipment and lawnmowers</p> <p>Specialist sports turf maintenance equipment is held at Mossfield for use on sports pitches throughout the area.</p> <p>There are no operational cemeteries within the BID area</p> <p>Full time equivalent staff allocated to BID area = 3</p>
Key Performance Indicators	Adherence to grass cutting frequencies. Quality inspections carried out by supervisory staff and rectification action taken where necessary.
Legislation/Policy	In line with health and Safety at work procedures
Existing Value of Contract/Service	£215,000
Boundary Area	All activity within BID area
Non-compliance Procedure	N/A
Additional Information or Notes	<p>Cost shown is revenue recharge rate.</p> <p>Capital expenditure in the BID area is determined in accordance with the council's service asset management plan and will vary from year to year, being additional to the revenue figure if such works are scheduled.</p>

Service Area: -	
Activity Area	Economic Development
Statutory/Non-statutory Service	Non Statutory

Description/Specification	The council carries out a range of economic development activities ranging from Business Gateway, the promotion of economic growth including tourism and food and drink industries, improving skills for work and the development of area regeneration activities such as the Lorn Arc and public realm works such as Gibraltar Street and Place making activities. The service also seeks to promote Argyll, including Oban as a place to do business, invest in, learn, to live in and visit. Much of this activity is considered non statutory and is dependent on securing external funding to undertake capital funding to provide
Contact	Fergus Murray Head of Service Development and Economic Growth – 01546 604293 Fergus.murray@argyll-bute.gov.uk
Existing Activity	Gibraltar Street public realm project, additional place making activity including shopfront grants, signage, staycation facilities, environmental improvements. Assistance with the running of events and marketing and promotional activity for the town. The taking forward of Oban as A University town in partnership with HIE, UHI and Argyll College. The expansion of the European Marine Science Park in partnership with HIE, the development of the Dunbeg Corridor and development of the Airport Business Park.
Operational Times	Core 9am – 5pm Monday – Friday. Additional hours as required for special events
Staffing and Equipment Levels	1 Business Gateway Officer covers Oban and Lorn; Other staff as appropriate.
Key Performance Indicators	Number of jobs created and businesses supported; Rise in GVA of main industries including tourism, marine sciences and food and drink.
Legislation/Policy	N/A
Existing Value of Contract/Service	N/A
Boundary Area	All activity within BID area
Non-compliance Procedure	Subject to regular internal audit
Additional Information or Notes	Capital expenditure in the BID area is determined in accordance with the council's service asset management plan and the availability of external funding which will vary from year to year.

Service Area: -	
Activity Area	Strategic Transportation
Statutory/Non-statutory Service	Non Statutory
Description/Specification	The council carries out a range of transport activities in the Oban and Lorn area including subsidising bus transport services, improving active travel routes and improving the integration to transport services within Oban Town Centre. The council also owns and manages Oban Airport that operates flights to a number of Argyll Islands including Coll, Tiree, Colonsay and Islay.
Contact	Fergus Murray Head of Service Development and Economic Growth Transportation – 01546604293 Fergus.murray@argyll-bute.gov.uk
Existing Activity	Completion of active travel routes, examining the use of green hydrogen, bus priority corridors and improvements to pavements.
Operational Times	N/A
Staffing and Equipment Levels	1 Business Gateway Officer covers Oban and Lorn; Other economic development staff and strategic transportation staff as appropriate.
Key Performance Indicators	Number of jobs created and businesses supported; Rise in GVA of main industries including tourism, marine sciences and food and drink. Number of passengers using Oban Airport. Number of passengers and vehicles using council Cal Mac services operating from Oban Harbour.
Legislation/Policy	Scottish Government/Transport Scotland
Existing Value of Contract/Service	N/A
Boundary Area	All activity within or adjacent to BID area
Non-compliance Procedure	Audited and regulated by Civil Aviation Authority
Additional Information or Notes	Capital expenditure in the BID area is determined in accordance with the council's service asset management plan and the availability of external funding which will vary from year to year.

Service Area: -	
Activity Area	Planning, Housing and Regulatory Services
Statutory/Non-statutory Service	Statutory
Description/Specification	The council carries out a range services that are designed to facilitate the delivery of development through the granting of planning consent, building warrants and the regulation of business activities through its regulatory services teams, in addition to a range of public health protection activities (communicable disease, local air quality, monitoring of drinking water supplies etc.)
Contact	Fergus Murray Head of Service Development and Economic Growth – 01546604293 Fergus.murray@argyll-bute.gov.uk
Existing Activity	<p>Development Management: Handling and determination of planning and listed building applications, processing of pre application planning enquiries, and planning enforcement.</p> <p>Building Standards: Vetting of building warrants and assessment of works for completion certificates, responding to dangerous buildings and recharging costs associated with this work.</p> <p>The regulatory services teams are responsible for</p> <ul style="list-style-type: none"> • Programmed food hygiene and health and safety interventions and revisits; • Approval of food businesses; • Environmental, food monitoring; • Investigation of communicable diseases, food poisoning, and Infectious disease outbreak control; • Public health and health protection activities; • Provision of food and export certificates; • Regulation of private water supplies; • Health and Safety at work enforcement • Registration of private landlords and regulating standards in houses in multiple occupation and caravan sites; • Provision of animal health and welfare regulation; • Monitoring of air quality; • Liquor licensing standards compliance and compliance.

Operational Times	Core 9am – 5pm Monday – Friday.
Staffing and Equipment Levels	<p>Development Management: 6 Staff Members based in Oban – Principal contact: Tim Williams, Area Team Leader DM – OLI – 01631 567820</p> <p>Housing Services: 1 Research and Development Officer, 1 Area Housing Officer, 1 Housing Advice Assistant, 1 Empty Homes Officer, 1 Housing Improvement Assistant – Development, Housing Research Assistant Key Contact Allan Brandie 01369 708679</p> <p>Building Standards: 4 professional team members based in Oban – Principal contact: Hugh Houston, Team Leader 01631 567958</p> <p>Regulatory Services 12 staff, including administration based in Oban Iain Mackinnon, EH Manager (West): 01631567922</p>
Key Performance Indicators	<p>Development Management KPIs:</p> <ol style="list-style-type: none"> 1. DEG110_03 – The time it takes to determine ‘local’ planning applications is no longer than 10% above the National Average – Target 11 weeks 2. PR23_06 Achieve and above National Average level of application approval rates – Target 95% <p>Building Standards KPIs</p> <ol style="list-style-type: none"> 1. Percentage of requests for a building warrants responded within 20 days - Target 80% 2. Average time to respond to a request for completion certificate – Target 3 days 3. Percentage of building warrants determined within six working days - Target 90% 4. Percentage of completion certificates issued/accepted or determined within three working days – Target 80% 5. Percentage of applicants providing feedback who were either satisfied or very satisfied with our service - Target 90% <p>Regulatory Services key PIs</p> <ol style="list-style-type: none"> 1. PR01_01-Protecting health through the delivery of the formally approved JHPP - Target 90% 2. PR12_02-Respond to public health incidents which have an impact on public health within 20 working days-Target 85% 3. Undertake an enforcement intervention programme to high risk premises in respect of environmental health,

	<p>animal health and welfare and licensing standards – Target 95%</p> <p>4. An enforcement intervention is performed in a consistent and fair manner with businesses supported throughout – Target 80%</p>
Legislation/Policy	<p>Regulatory Services enforce in excess statutes including the Councils' statutory duties as a food authority under the Food Safety Act 1990, an enforcing authority under the Health and safety at Work etc. Act 1974, as a competent authority under the Public Health (Scotland) Act 2008 and the Animal Health (Scotland) Act 1984.</p> <p>Building Standards enforce the Building (Scotland) Act 2003 and associated regulations.</p> <p>Town and Country Planning (Scotland) Act 1997, Planning (Scotland) Act 2019</p>
Existing Value of Contract/Service	N/A
Boundary Area	All activity within or adjacent to BID area
Non-compliance Procedure	The enforcement of a breach of planning control will be investigated and progressed in the manner set out in the Council's Planning Enforcement & Monitoring Charter (March 2022).
Additional Information or Notes	N/A



Oban Business Improvement District

www.bid4oban.co.uk



Pippa Milne
Chief Executive
Argyll and Bute Council
Kilmory
Lochgilphead
PA31 8RT

15th June 2022

Dear Pippa

Board Agreement

BID4Oban Ltd

I confirm, as a member of the BID4Oban Ltd BID Board agree, that the decisions on the following elements of the BID Proposals were taken with my full knowledge and support: -

Agreement was made at the Board Meeting of BID4Oban Ltd on 14th June 2022

- The BID Area
- The BID Levy
- Exemptions to paying the BID Levy
- BID Levy Caps and Thresholds
- Content of the BID Proposals
- Content of the Business Plan (To be submitted)

<u>Name</u>	<u>Signature</u>	<u>Date</u>
Tony Cave		14/6/2022
John Forbes		14/6/2022
Fergus Murray		14/6/2022
Ian Clunie		14/6/2022
Gregor MacKinnon		14/6/2022

Yours sincerely,

Andrew Spence
Chief Executive

CC:
Karl Blomer – Scottish Government
Phil Prentice – Chief Executive Scotlands Towns Partnership
Bill Harvey -Scotlands Towns Partnership



Oban Business Improvement District

www.bid4oban.co.uk



Pippa Milne
Chief Executive
Argyll and Bute Council
Kilmory
Lochgilphead
PA31 8RT

15th June 2022

Dear Pippa

Planning etc. (Scotland) Act 2006
Business Improvement Districts (Scotland) Regulations 2007

BID4Oban Ltd Business Improvement District – Cost of Renewal Ballot

I refer to the above-mentioned subject and to my letters dated 3/5/2022 and 14/6/2022 in which I formally notified you of our intention to request Argyll and Bute Council put the BID4Oban Business Improvement District Proposals to a renewal ballot.

I can confirm the BID4Oban has set aside sufficient funds to meet the cost of the ballot.

I would be grateful if you would kindly acknowledge receipt of this letter.

Yours sincerely,

Andrew Spence
Chief Executive

CC:

Karl Blomer – Scottish Government
Phil Prentice – Chief Executive Scotlands Towns Partnership
Bill Harvey -Scotlands Towns Partnership

BID4OBAN LTD, 43 Stevenson Street, Oban, Argyll PA34 5NA.

Tel. 01631 569915. www.bid4oban.co.uk. Email: andrew.spence@bid4oban.co.uk

Chief Executive - Andrew Spence, Chairman – Antony Cave Company no. SC435469 VAT NO: 152327236

BID4OBAN Ltd MEETING OF BOARD OF DIRECTORS

Tuesday 14th June 2022

Minutes of Meeting via Skype

	<p>Chair: Tony Cave Present: A Spence, F Murray, J Forbes, I Clunie, T Cave Minutes: K McDonald</p>	
Item	Contents	Lead
1	Declarations of Interest – None	
2	Minutes of previous meeting – Proposed: J Forbes Seconded: F Murray	
3	Matters Arising - None	
4	<p>Finance Statement to 31st May</p> <ul style="list-style-type: none"> • No issues with levy • Invoice £54600 Issued on Friday 10th June following receipt of reports on Wednesday 1st June 	AS
5	<p>Chief Executive update to 31st May</p> <ul style="list-style-type: none"> • Festive Lights Group set up, 3 meetings so far with Crowdfunding and Facebook pages set up. New chair requested for next week. BID will bank money and ringfence. Lamppost trees cost has risen by £6 500 and they have lost impact, the money could be better used and still have an impact across the town. • Gibraltar street consultation meetings have taken place with A&B and architects and included a consultation for the public in Gibraltar Street during which the overall response was positive with one business very concerned about the impact of the works. They were reassured disruption would be kept to a minimum. Andy will continue to reassure businesses of the benefits. • Sea Shanty Festival Programme will be in the Oban Times this week. Festival integrated with RNLI anniversary celebrations, events will take place in Station Square and pubs around the town as well as concerts and workshops in The Rockfield Centre, some of which have already sold out. • Hanging baskets and floral have been well received and as the council has no gardener at the moment BID will arrange for planters to be filled thanks to donations from Homebase and A&B. The processes are in place for watering and feeding the plants. • AITC conference was not as well attended as had been hoped but changes will be made for next year. • Business improvement grants have an additional £8 500 added to the pot by A&B which has supported improvements in Combie Street which were much needed. • Sportive was highly successful with 50% of the competitors coming from out with the area. An impact report is expected soon. • Oban Pride have been offered a grant and are well organised with the event expected to be bigger and better than previously. • MacAulay Association have been asked to resubmit their application and have BID branding at the event with it being rebranded the BID MacAulay Cup for next year with BID the major sponsors. • Accounts have been signed. 	AS
6	<p>BID Ballot</p> <ul style="list-style-type: none"> • Aims and objectives have been unchanged since BID began, no need to change. • Why does Oban need a BID remains similar but highlights BID impact during Covid. • History of BID4Oban needs updated to include the last 5 years. 	

	<ul style="list-style-type: none"> • How does the BID benefit the town should include examples of grants and events etc. • BID area – Remains the same. • BID map remains the same. • BID management and staff – remain after ballot or rehire, it was agreed that the same staff should remain. • BID directors – critical we generate more Directors. • Management of the BID – Agreed that it should stay the same. • Consultation process is ongoing until the Business Plan is published. Involving businesses and asking for ideas. • BID Levy – Proposed it does not change as businesses have suffered due to Covid, levy has increased through an increase in number of businesses. • Who will pay the levy will remain unchanged. • Exclusions will remain unchanged. • Levy tables of charges – Remains the same. • Enforcement – Remains the same. • Collection – A&B will continue to be responsible. • Voting process - Ballot organised by A&B. • BID ballot timetable has already been published. • Public sector involvement – 1 elected member 1 council official will be appointed at next council meeting. • Baseline Services agreement – remains unchanged. • Financial management is completely transparent with accounts published annually with an independent accountant and auditor. • Projected income from levy income – circa £160K depending on number and type of businesses. <p>Business Plan</p> <ul style="list-style-type: none"> • The business plan will be produced in draft format by 30/6/2022. • All actions agreed and Proposed: T Cave Seconded: J Forbes. 	AS
7	<p>Fergus Murray update</p> <ul style="list-style-type: none"> • Gibraltar Street out for consultation with exciting signage for 21st C. • Levelling up bid to UK Government features Oban for hydrogen fuelling station and Dunbeg corridor with link road leading to 450 new houses. • New drone hub at Oban Airport trialling delivering school meals. • AITC – council tourism strategy features extending the season, adventure tourism. • Rockfield Centre civic space being discussed. 	FM
	<p>AOB</p> <ul style="list-style-type: none"> • Lack of things to do after September as most castles and museums close, other attractions needed such as concerts after the success of Paulo Nutini concert. • BID working with AITC and promoting oban.org.uk which is 1st on Google when Oban is searched. • Enquiries about Reindeer Parade received already, Scotrail and hotel deals could expand reach for the weekend. Oban has one of the best fireworks displays which could be marketed as an event out with the area with the addition of other events. 	ALL

Meeting closed at 7.25pm
Next Meeting Tuesday 12th July 2022

Operating Agreement

between

Argyll and Bute Council

and

BID 4 Oban Limited

October 2017

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Operating Agreement

Between:

1. Argyll and Bute Council (the “**Council**”) a local authority consisted by the Local Government (Scotland) Act 1994 having its principal place of business at Kilmory, Lochgiliphead, Argyll; and
2. BID 4 Oban Limited (the “**BID Company**”) incorporated as a company limited by guarantee in Scotland with company number SC 435469 and having its registered office at 15 Lochside Street, Oban, PA34 4HP.

Recitals

- (A) The Council and the BID Company are in favour of establishing the BID (as hereinafter defined) and the Council has confirmed that it will not exercise its veto in connection with the BID or the BID Arrangements (as hereinafter defined).
- (B) The Council (or its nominee) is the billing body for the purposes of the BID Legislation and is responsible for the administration, collection and recovery of the BID Levy (as hereinafter defined).
- (C) The Council is responsible for administering the BID Revenue Account (as hereinafter defined) which shall be used towards the operation and funding of the BID Arrangements of the BID in the BID Area (as hereinafter defined).
- (D) The BID Company is responsible for the management, administration and 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 (as hereinafter defined and in the BID Company Business Plan).
- (E) 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
- (F) The purpose of this Agreement is to:
 1. establish the procedure for the setting, collection and remittance of the BID Levy (see Part 4 of the Schedule to this Agreement);
 2. confirm the basis upon which the Council will be responsible for collecting the BID Levy (see Part 1 of the Schedule to this Agreement);
 3. set out the enforcement mechanisms available to the Council for collection of the BID Levy;
 4. set out the procedures for accounting and transference of the BID Levy;
 5. provide for the monitoring and review of the collection of the BID Levy;
 6. confirm the manner in which the Council’s expenses incurred (if any) in collecting the BID Levy shall be paid; and
 7. confirm the basis on which the BID Arrangements are to be delivered by the BID Company on behalf of the Council.

It is hereby agreed as follows:

1 Definitions

1.1 **“Annual Report”** means a report to be prepared by the Council which details the following:-

1. the total amount of BID Levy collected during the relevant Financial Year;
2. the total amount of interest earned on any part of the BID Levy whilst held in the BID Revenue Account;
3. details of the success rate for the collection of the BID Levy;
4. the Council’s proposals (if any) to help improve its efficiency in the collection and enforcement of the BID Levy;
5. details of those BID Levy Payers who have paid the BID Levy and those who have not paid the BID Levy; and
6. the Council’s proposals for bad or doubtful debts;

“Appeal Notice” means a notice to be served by the BID Company in accordance with Clause 10.2;

“Bad or Doubtful Debts” shall have the same meaning as further described in Part 2 of schedule 3 of the Regulations;

“Ballot Holder” means the person appointed by the Council under regulation 7 of the Regulations;

“Ballot Result Date” means the date (not later than seven days from the counting of the ballot papers) upon which a successful ballot result has been declared by the Ballot Holder in favour of putting in place the BID Arrangements;

“Baseline Services” means those services which are provided by the Council within the BID Area which the Council is required to provide as part of its statutory function as a local authority as set out at Part 3 of the schedule;

“BID” means the Business Improvement District which operates within the BID Area and which is managed and operated by the BID Company;

“BID Area” means the precise geographical area which is to be managed and operated by the BID Company and as detailed in the BID Proposal, shown in the map at Part 5 of the Schedule;

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

“BID Ballot” means a ballot under section 38(1) of the Planning etc. (Scotland) Act 2006;

“BID Company’s Report” means a report for each Financial Year to be prepared by the BID Company which details the following:-

1. the total income and expenditure of the BID Levy;
2. other income and expenditure of the BID Company not being the BID Levy;
3. a statement of actual and pending deficits; and
4. the various projects and services upon which the BID Levy has been expended by the BID Company;

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

"BID Company's Termination Notice" means a notice to be served by the BID Company on the Council pursuant to Clause 12.9;

"BID Legislation" means Planning etc (Scotland) Act 2006 and associated Regulations as defined in the Business Improvement Districts (Scotland) Regulations 2007;

"BID Levy Payer(s)" means those liable to pay non-domestic rates in the BID or responsible for paying the BID Levy;

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

"BID Revenue Account" means the account (within the Council's general ledger) to be set up in accordance with paragraph 16 of the Regulations and operated in accordance with schedule 3 of the Regulations;

"BID Term" means the period not exceeding 5 years from 31 October 2017 or the date on which the BID Arrangements (the Operational Date of the BID Co) come into force.

"Chargeable Period" means the 12 month period commencing from the start of the BID Term, and on the anniversary of the start of the BID Term for the following 4 years;

"Complimentary Services" means those services which are provided by the Council within the BID Area which are additional services to the Baseline Services, as set out at Part 3 of the Schedule;

"Council Funding" means any funding, grants or monies due to be provided by the Council to the BID Company for the purposes of operating the BID;

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

"Contributors" means the BID Levy Payers or other contributors making voluntary contributions to the BID Company;

"Demand Notice" shall have the same meaning ascribed to it as further set out in the schedule to the Order;

“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):

1. by means of a telecommunication system (within the meaning of the Telecommunications Act 1984); or
2. by other means but while in electronic form;

“Enforcement Expenses” means the costs which are reasonably and properly incurred by the Council in issuing a Reminder Notice, obtaining a Summary Warrant and associated administrative expenses which may be incurred in recovering unpaid BID Levy;

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

“Exempt or Discounted Properties” means the 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 or are permitted a discount on the BID Levy;

“External Funding” means any funding, grants or monies due to be provided to the BID Company by the Scottish Government, the European Commission or any other body other than the Council for the purposes of operating the BID;

“Failure Notice” means a notice served by the BID Company on the Council which sets out those aspects of the agreed Statutory or Prevailing Standard which are not being adhered to, requesting that the Council secures immediate compliance with the Statutory or Prevailing Standard;

“Financial Year” means the financial year for the BID Company which runs from 1 April to 31 March;

“Monitoring Group” means the group to be set up to monitor the collection and enforcement of the BID Levy (as referred to in Clause 11);

“Operational Date” means the date upon which the BID Arrangements come into force;

“Order” means The Planning etc. (Scotland) Act 2006 (Business Improvement Districts Levy) Order 2007;

“Public Meeting” means the meeting to be held of all BID Levy Payers pursuant to the Public Meeting Notice;

“Public Meeting Notice” means a notice to be served pursuant to Clause 12.2 or 12.9 by either the Council or the BID Company which provides the following:

1. confirmation that either party is considering terminating the BID;
2. details of the venue where the public meeting will be held; and
3. confirmation that all BID Levy Payers who attend will be permitted to make representations;

“Regulations” means the Business Improvement Districts (Scotland) Regulations 2007 and such amendments made by The Scottish Ministers pursuant to Part 9 of the Planning etc. (Scotland) Act 2006 (as may be in force from time to time);

“Reminder Notice” means the notice to be served pursuant to Clause 9.1;

“Schedule” means the Schedule annexed and executed as relative hereto;

“Services” means the administration and management of the BID Revenue Account; and

“Statutory or Prevailing Standard” means the standard as it may be from time to time to which the Council should be providing the Baseline Services and the Complimentary Services as local authority for the BID Area;

“Summary Warrant” means an order obtained from the Sheriff Court having jurisdiction over the BID Area in accordance with the provisions of paragraph 9 of the schedule to the Order.

- 1.2 For the avoidance of doubt where any part of this Agreement is incompatible with the Regulations or any other regulations which The Scottish Ministers may from time to time issue pursuant to Part 9 of the Planning etc. (Scotland) Act 2006 then such part shall be struck out and the balance of this Agreement shall remain.
- 1.3 The headings appearing in this Agreement are for ease of reference only and shall not affect the construction of this Agreement.
- 1.4 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.
- 1.5 References to the Council include any successors to its functions as local authority.
- 1.6 References to statutes, bye laws, regulations, orders or delegated legislation shall include any such instrument re-enacting or made pursuant to the same power.

2 Statutory Authorities

This Agreement is made in contemplation of the arrangements envisaged by Part 9 of the Planning etc. (Scotland) Act 2006, the Regulations and all other enabling powers.

3 Commencement

- 3.1 This Agreement is conditional upon the Council approving the proposals and business plan of the BID Company and written confirmation being provided by the Council to the BID Company of that approval and shall not take effect until the Ballot Result Date.
- 3.2 In the period prior to the Ballot Result Date, the Council will procure that the Ballot Holder provides the BID Company with all information as the BID Company may reasonably request in relation to the BID Ballot.

- 3.3 In the event that the BID Arrangements are not voted in favour by the BID Levy Payers on the Ballot Result Date then this Agreement shall terminate and cease to be of any further effect between the parties.
- 3.4 This Agreement will continue in full force and effect in the event of the BID Levy Payers voting in favour of the BID Arrangements.
- 3.5 If, at the end of the BID Term a renewal ballot is held and is successful then the terms of this Agreement shall continue to be of effect for a new BID Term.

4 Obligations of the Council

- 4.1 Immediately upon the declaration by the Ballot Holder on the Ballot Result Date the Council shall:-
 - 4.1.1 calculate the BID Levy due from each BID Levy Payer in accordance with the BID Levy Rules;
 - 4.1.2 confirm in writing to the BID Company the BID Levy payable annually or in 10 instalments per year by each BID Levy Payer;
 - 4.1.3 provide the Baseline Services, which may not be varied in any way or withdrawn without reasonable cause and only with the consent of the BID Company;
 - 4.1.4 provide the Complimentary Services, which may not be varied or withdrawn without first consulting with the BID Company; and
 - 4.1.5 perform all obligations placed upon it under this Agreement and in accordance with the Regulations.

5. Baseline Services and Complimentary Services

- 5.1 The Council shall provide the Baseline Services and Complimentary Services within the BID Area at its own cost and to the Statutory or Prevailing Standard.
- 5.2 In the event that any of the Statutory Baseline Services falls below the Statutory Standard, the BID Company shall be entitled to serve a Failure Notice on the Council.
- 5.3 Upon receipt of a Failure Notice, the Council shall ensure that the relevant Statutory Baseline Services are brought back to the Statutory Standard.
- 5.4 The Statutory Standard may be reviewed from time to time by the Council and the BID Company, in consultation with each other. In the event that the Council and the BID Company cannot agree on the standard to be set, they shall refer the matter to Arbitration under Clause 16.

6. The BID Revenue Account

- 6.1 The Council must in accordance with section 37(1) of the Planning etc. (Scotland) Act 2006 keep an account to be called the BID Revenue Account

and keep the BID Revenue Account in accordance with schedule 3 of the Regulations.

- 6.2 Within 10 days from the Ballot Result Date the Council shall set up a BID Revenue Account within its general ledger and provide written confirmation to the BID Company once this has been carried out.
- 6.3 Within 10 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 8.9.
- 6.4 Where the BID Company receives Council Funding and / or External Funding, the full sum of that Council Funding and / or External Funding (as appropriate) shall be credited directly to the BID Revenue Account with no sums deducted by the Council in accordance with Clause 7 below.
- 6.5 Any commitment by the Council to provide Council Funding to the BID Company for any period exceeding the term of the Council as presently constituted up to the BID Term shall bind any succeeding Council to continue to provide the Council Funding.

7. Debits from the BID Revenue Account

- 7.1 The Council undertakes at all times to adhere to the provisions of Part 2 of schedule 3 of the Regulations.
- 7.2 The Council's charge for the provision of the Services on an annual basis will be £6500 (excluding VAT) (the "**Council Annual Charge**") representing its reasonable administrative costs in providing the Services (to be identified and agreed between the Council and the BID Company) yearly and having effect on the 31 October of each year for which a BID is in place. Charges will be increased annually by CPI based on the increase over the last 12 months from the base in July 2017. The first increase will apply on 31 October 2018, and annually thereafter. Following receipt by the BID Company of a valid VAT invoice, the first payment will be due together with VAT within 4 weeks of receipt, or later by agreement.
- 7.3 A breakdown of the Council Annual Charge is annexed at Part 4 of the Schedule.
- 7.4 The Council shall not debit any sums from the BID Revenue Account without first notifying the BID Company of its intention to do so.
- 7.5. The Council shall be obliged to recover the Enforcement Expenses from the liable BID Levy Payer, in accordance with Clause 9.
- 7.6 The Council shall not be entitled to recover Enforcement Expenses from the BID Company.
- 7.7 The Council shall not write off Bad or Doubtful Debts without the BID Company's prior consent.

8. Collection and Remittance of the BID Levy

- 8.1 The BID Levy will be paid into the BID Revenue Account in accordance with schedule 3 of the Regulations.
- 8.2 Within 14 (fourteen) days of the Ballot Result Date the Council shall confirm in writing to the BID Company:-
 - 8.2.1 the means by which the BID Levy Payer shall be billed for the BID Levy; and
 - 8.2.2 the date when the BID Levy shall first be collected
- 8.3 Pursuant to Clause 8.1.2 the Council shall serve the Demand Notices on each BID Levy Payer and thereafter shall continue to calculate the BID Levy and serve the Demand Notices throughout the BID Term.
- 8.4 The Council shall maintain a list which identifies payment and/or non payment of the BID Levy and shall make this available to the BID Company upon its reasonable request which shall at all times be carried out in accordance with the relevant Data Protection legislation.
- 8.5 The Council shall liaise with the BID Company in carrying out monthly reviews of each property within the BID Area and in the event of any change in the occupier of each property or the merger or division of a property (or provision of an additional property) shall:
 - 8.5.1 serve an updated list of BID Levy Payers upon the BID Company; and
 - 8.5.2 serve a Demand Notice (or alter any existing Demand Notice if appropriate) on the relevant BID Levy Payer.
- 8.6 The Council shall use all reasonable endeavours to collect the BID Levy on the date specified (pursuant to Clause 8.1.2 above) and thereafter on an annual basis and in accordance with the Order.
- 8.7 The Council shall use all reasonable endeavours to take all reasonable steps for collecting the BID Levy which are consistent with its usual procedures for the collection of non-domestic rates. In the event that the Council departs from its usual procedures and decides not to collect an amount of BID Levy, the Council shall consult with the BID Company as to whether or not that amount of BID Levy is recoverable. If the Council and the BID Company fail to reach an agreement, then the BID Company may serve an Enforcement Notice upon the Council under Clause 10 of this Agreement failing which the parties shall refer the matter to Arbitration in accordance with Clause 16 of this Agreement.
- 8.8 The Council shall inform the BID Company of the amount of BID levy monies collected every month.
- 8.9 The BID Levy, as collected by the Council, is within the control of the Council and is ring fenced for the specific purposes of the BID.
 - 8.9.1 The BID Company is the sub contractor engaged by the Council to deliver the BID objectives.

- 8.9.2 The BID Company is making taxable supplies to the Council, and in the normal way must charge VAT to the Council.
- 8.9.3 This VAT will be charged via an invoice that the BID Company will issue to the Council for payment of the BID Levy income (i.e. BID Levy Income plus VAT).
- 8.9.4 The Council can recover the VAT, subject to the normal rules.
- 8.9.5 The BID Company can then recover any VAT that it incurs in delivering the BID projects and services subject to the normal rules.
- 8.9.6 The BID Company shall raise an invoice, plus VAT to the Council every month or less frequently should the BID Company and Council so decide. This invoice shall be based on the information outlined in Clause 8.8, for the total amount of BID Levy monies collected, minus the total of BID Levy monies previously invoiced for in the relevant Financial Year and upon receipt of such invoice or invoices, the Council will be obliged to transmit such monies as are due to the BID Company in terms of the invoices, to the BID Company from the BID Revenue Account within a maximum period of 30 (thirty) days.

Notes

The majority if not all of the income received by the BID Company **from the Council** will be taxable. But there may be certain circumstances where exempt supplies are made. Where such supplies are made any VAT incurred by the BID Company will be irrecoverable.

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 28 (twenty eight) days from the date that it becomes payable then the Council shall serve a Reminder Notice on such relevant BID Levy Payer which shall:-
 - 9.1.1 identify the sum payable;
 - 9.1.2 provide a further 7 (seven) days for payment to be made; and
 - 9.1.3 confirm that the Council will make an application for a Summary Warrant to recover the unpaid sum.
- 9.2 If after a further 7 (seven) days from the payment date stated in the Reminder Notice the outstanding sum of the BID Levy has not been paid, the Council shall make an application for a Summary Warrant to recover the outstanding sum of the BID Levy.

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 BID Company shall serve the Enforcement Notice on the Council requesting that:-
 - 10.1.1 the Council serves a Reminder Notice; or
 - 10.1.2 the Council obtains a Summary Warrant pursuant to Clause 9.2 above;

within 14 (fourteen) days of receipt of such Enforcement Notice and 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 BID Company shall serve an Appeal Notice to the Chief Executive of the Council. Such notice shall:-

10.2.1 detail the sum which remains unpaid;

10.2.2 confirm that the Council has failed to use the enforcement mechanisms available to it under this Agreement to recover the sum; and

10.2.3 request a meeting take place between the Chief Executive, relevant officers of the Council and BID Company 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.

10.3 In the event that the Council fails to take any of the steps requested by the BID Company pursuant to Clauses 10.1 and 10.2 (above) the Council shall (within 28 days of receipt of written notice from the BID Company which specifies the amount of BID Levy outstanding) pay the specified sum into the BID Revenue Account and provide written confirmation to the BID Company that this has been done.

11 Accounting Procedures and Monitoring

11.1 Within 2 months from the Operational Date the Council and BID Company shall form the Monitoring Group.

11.2 Every month for the duration of BID Term the Council shall provide the BID Company with a breakdown of:-

11.2.1 the amount of BID Levy for each individual BID Levy Payer;

11.2.2 the BID Levy collected in relation to each BID Levy Payer;

11.2.3 details (together with the outstanding unpaid sum) of those BID Levy Payers who have not paid the BID Levy during those 2 months;

11.2.4 details of the Reminder Notices issued throughout that period; and

11.2.5 details of any Summary Warrants obtained or applied for by the Council.

11.3 Every 6 months (for the BID Term) the BID Company shall provide the Council with the following details:

11.3.1 the total amount of income received from the Contributors (excluding the BID Levy); and

11.3.2 the total expenditure during that 6 month period.

11.4 The Monitoring Group shall meet not less than twice in any one Financial Year and on all other occasions 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

lesser 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 the BID Company.

11.5 At each meeting the Monitoring Group shall:

11.5.1 review the effectiveness of the collection and enforcement of the BID Levy;
and

11.5.2 if required, review and assess the information provided by the Council and the BID Company pursuant to Clauses 11.2 and 11.3 above and make any recommendations for implementation as may be agreed (and which are permitted by the Regulations and the terms of this Agreement).

11.6 Within 1 (one) month from the date of the Annual General Meeting the BID Company shall provide the BID Company's Report to the Council.

12 Termination

12.1 The Council undertakes at all times to adhere to the provisions of paragraph 19 of the Regulations.

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

12.2.1 in its opinion there are insufficient finances available to the BID Company to meet its liabilities for the chargeable period for the purposes of the BID Arrangements; or

12.2.2 the Council is unable, as a result of any circumstances beyond its control, to provide the works or services which are secured as part of the BID Arrangements;

unless and until it first serves the Public Meeting Notice on the BID Levy Payers and the Council's Termination Notice on the BID Company (which shall be required to contain the reasons for termination) 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 Council's Termination Notice relates to Clause 12.2.1 both parties shall agree and/or discuss or review the following matters:

12.3.1 the Council is concerned that the BID Company has insufficient finances to meet its liabilities for that period and details of such concerns should be made available to the BID Company;

12.3.2 alternative means by which the insufficiency of the funds can be remedied;
and / or

12.3.3 an appropriate time frame to resolve matters;

12.4 Where the BID Company's Termination Notice relates to Clause 12.2.2 both parties shall agree and/or discuss or review the following matters:

- 12.4.1 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;
 - 12.4.2 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;
 - 12.4.3 alternative means of procuring the said services or works by third parties or increased financial funding from the BID Company;
 - 12.4.4 alternative replacement services or works which will be acceptable to the BID Company; and / or
 - 12.4.5 an appropriate time frame to resolve matters.
- 12.5 Notwithstanding Clauses 12.1, 12.2, 12.3 and 12.4 above, the Council shall procure that a Public Meeting is held prior to the termination of the BID Arrangements.
- 12.6 In the event that the parties cannot reach agreement in relation to any of the matters referred to in Clauses 12.3 and 12.4 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 Arrangements shall be provided to the BID Company no less than 28 days prior to termination taking place.
- 12.7 Upon termination of the BID Arrangements the Council shall review whether there is a credit in the BID Revenue Account and in the event that there are sufficient funds in the BID Revenue Account amounting to a refund of at least £10 for each BID Levy Payer (having already deducted a reasonable sum for the cost of the administration of such refund) to:
- 12.7.1 calculate the amount to be refunded to each BID Levy Payer;
 - 12.7.2 ensure that the amount to be refunded is calculated by reference to the amount payable by each BID Levy Payer for the last chargeable period; and
 - 12.7.3 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.
- 12.8 Upon termination of the BID Arrangements the Council shall as soon as reasonably practicable notify the BID Levy Payers of such termination in accordance with paragraph 19(6) of the Regulations together with confirmation as to whether any part of the BID Levy is to be repaid to the BID Levy Payers in accordance with Clause 12.7.
- 12.9 The BID Company shall not be permitted to terminate the BID Arrangements where:
- 12.9.1 the works or services under the BID Arrangements are no longer required; or
 - 12.9.2 the BID Company is unable, as a result of any circumstances beyond its control to provide works and services which are necessary for the BID Arrangements to continue;

unless and until it first serves the Public Meeting Notice on the BID Levy Payers and the BID Company's Termination Notice on the Council and thereafter carried out a proper consultation with all relevant representatives of the BID Area as considered appropriate by the Council.

- 12.10 Upon termination of the BID Arrangements the BID Company shall notify the Council of such termination in accordance with paragraph 19(5) of the Regulations and the Council shall notify the BID Levy Payers pursuant to paragraph 19(6) of the Regulations, together with confirmation as to whether any part of the BID Levy is to be repaid to the BID Levy Payers in accordance with Clause 12.7.

13 Confidentiality

Both the Council and the BID Company agree to keep confidential and not to divulge to any person without the prior written consent of the other party all information (written or oral) concerning the business affairs of the other nor any information which has been exchanged about the BID Levy Payers or the Contributors 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 or given to or upon any party to this Agreement to the other shall be in writing and shall be sent to the registered office or principal place of business of the parties or such substitute address in Scotland 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 Head of Customer and Support Services at the Council's principal office at Kintyre House, Snipefield Industrial Estate, Campbeltown PA28 6SY or such other address as intimated in writing to the BID Company;
 - 14.2.2 delivery to the Company Secretary at the BID Company's registered office;
 - 14.2.3 registered or recorded delivery post; or
 - 14.2.4 Electronic Communication (provided that it is in legible form and is capable of being used for subsequent reference).
- 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 Exercise of the Council's Powers

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, bye-laws, statutory instruments, orders and regulations in the exercise of its functions as a local authority.

16 Arbitration

- 16.1 Any dispute or difference between the parties in relation to this Agreement shall be determined by an independent expert.

- 16.2 Such an independent expert shall be agreed between the parties or in default of agreement within five days of a request to agree appointed on the application of either party by the President or other appropriate appointing Officer for the time being of, the Law Society of Scotland in each case being a person under 60 but of not less than 10 years standing and with recent relevant experience of the matter in dispute.
- 16.3 The decision of the independent expert shall be final and binding on the parties and the costs of the independent expert shall be borne as he may determine or otherwise shall be borne between the parties in equal shares.

17 Best Endeavours

The Council and the BID Company each confirm that it is their intention to use their best endeavours to promote the best interests of the BID and to consult fully on all matter materially affecting the development of the BID. The Council and the BID Company shall act in good faith towards each other in order to promote the success of the BID.

18 Governing Law

- 18.1 This agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of Scotland.
- 18.2 The parties irrevocably agree that the courts of Scotland have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement. In witness whereof these presents on this and preceding 14 pages together with the Schedule (in five parts) annexed as relative hereto are executed as follows:

Subscribed for and on behalf of Council

at
on
by
before

_____	Witness
_____	Full Name
_____	Address
_____	Occupation

Subscribed for and on behalf of BID 4 Oban Limited

at
on
by
before

_____ Witness

Full Name

Address

Occupation

This is the Schedule (in five parts) referred to in the foregoing Operating Agreement between Argyll and Bute Council and BID4Oban

The Schedule

The BID Levy Basis and Rules

Part 1

Introduction

Part 1 of the Schedule of the Agreement lays down the BID levy basis and rules for the proposed Oban BID levy to be applied to all businesses above a set threshold within the defined footprint of the BID Area.

Rateable Value (Non-Domestic Rates)

The rateable value of all business property within the BID Area is set by the Dunbartonshire and Argyll & Bute Valuation Joint Board upon which the Council levy their charges to businesses.

The non domestic rateable values are re-valued approximately every 5 years. The last valuation took place with effect from 1 April 2017. The next re-valuation is due to take place with effect from 1 April 2022.

BID Levy Threshold

The Oban BID levy threshold will be £3,000, whereby all businesses with a rateable value of £3,000 or greater amount will be required to pay the levy. This figure has been arrived as following analysis of the rateable value of all businesses within the defined footprint of the BID area on the basis of the following factors:

- i) Identification of the rateable value applied to each business;
- ii) Balanced selection of those businesses above a given threshold to produce a cost effective outcome for a given BID levy revenue base on the basis of manageability.

Applicable BID Levy Rate

The levy will be calculated with reference to the rateable value of each property within the BID area. Each rateable value will fall within a banding as follows:

RV range	Total levy per business
£3,000 - £8,399	150
£8,400 - £13,399	250
£13,400 -£39,999	380
£40,000 - £65,999k	530
£66,000 - £99,999	890
£100,000 - £179,999	1030
£180,000+ - £499,999	2300
£500,000 and above	5000

The banding of each property will be determined by their rateable value on the date of the ballot.

New Properties and Tenancies

The BID Levy charge will become payable by new properties and tenancies entering the Valuation Roll at their date of occupation. For these properties and tenancies, the BID Levy charge normally applicable for the complete financial year will be pro-rated for the part of the year.

Charitable Organisations and not-for-profit organisations

Charitable organisations will be exempt from payment of the levy, except where they are charitable retailers or accommodation providers.

The following organisations and bodies will also be exempt from payment:

- All places of worship
- All not-for-profit clubs and organisations
- ATM machines and billboards
- Schools, Pre-5 day nurseries and library
- Social care, housing association & health care premises
- Emergency services: Police, Fire station, Lifeboat

Empty Properties

Under the Non Domestic Ratings system the liability for empty properties reverts to the property owners in all cases where the lease has terminated.

In the event a property becomes vacant the BID levy will be charged to property owners for the proportion of time the property remains vacant in any one financial year.

Levy Charges

The BID levy will be payable on receipt of the separate BID Levy Invoice which will be issued by the Council on behalf of the Oban BID in compliance with the requirements of this Agreement.

Term of BID

The term of the BID Company will not be greater than 5 years from the date of the announcement of the BID ballot result.

Prior to the expiry of the term of the BID a re-ballot will take place.

Non Domestic Rates Re-Valuation

The rateable value of a business property may be revalued by the Dunbartonshire and Argyll & Bute Valuation Joint Board during the BID Term. However, the BID Levy will continue to be based on the rateable value at the date of the ballot irrespective of any such revaluations. The only changes that will be reflected will in respect of splits, mergers and re-organisations where the original rateable value may be apportioned differently over a number of properties. The BID Levy will be updated to reflect these changes only.

Application of VAT to BID Levy Invoices

The BID Levy charge will NOT be subject to VAT.

Inflationary Increases to BID Levy Charge

The BID company will decide whether or not to index-link the levy payment (using CPI) to take account of inflation.

Part 2

The Baseline Services

Service Area	
Activity Area	Street Cleansing and Litter Bin Emptying
Description/ Specification	Litter control around the BID area in compliance with EPA requirements. To clean all routes to the required standard (A Standard) of cleanliness, being free of litter and refuse at the end of each sweep. Attention to dog fouling, flyposting, graffiti, and flytipping as required. Education and Enforcement actions.
Contact	Stuart McCracken – Amenity Services Performance Manager 01631 569160
Existing Activity	Works managed and carried out by Argyll & Bute Council staff, seven days a week
Operational Times	<p>Street Cleansing Mon to Thurs 07:00 - 1500, Friday 07:00 – 14:30 1 x manual barrow sweeper Wednesday – Saturday 07:00 – 15:00, Sunday 07:00 – 14:30 1 x manual barrow sweeper Friday – Monday 07:00 – 15:00, Tuesday 07:00 – 14:30 1 x manual barrow sweeper Litter bin emptying (42 throughout the BID area) Summer – once per day, more frequently as required or directed by supervisor. Winter – 3 times per week, more frequently as required or directed by supervisor</p>
Staffing and Equipment Levels	Full time equivalent staff allocated to BID area = 4.6
Key Performance Indicators	<p>LEAMS (Local Environmental Audit and Management System) Street cleansing monitoring assessments twice per year by external monitors. (Local Authority and Keep Scotland Beautiful)</p> <p>LEAMS cleanliness inspections monthly by in-house staff. LEAMS values are consistently in the mid 70s over the last year, comparable with the national standard of 74 (2010/11).KSB national standard is 67, Amenity Services have set a standard level of 73 with a view to performing at the highest possible standard.</p>
Existing Value of Contract/Service	£183,819*
Boundary Area	All roads within the BID area
Proposed BID Additional Activity	
Cost of BID Additional Activity	
Non Compliance Procedure	Sites which fail to meet required standards are attended to within 24hrs
Additional Information or Notes	<p>Main litter sources are smoking, drinks, fast food and confectionary related.</p> <p>* cost shown is an approximate value based on revenue budget allocation for service provision in the Lorn area.</p>

	Capital expenditure in the BID area is determined in accordance with the council's service asset management plan and will vary from year to year, being additional to the revenue figure if such works are scheduled.
Service Area	
Activity Area	Commercial Waste Collections*
Description/ Specification	Collection and disposal of commercial waste, including recyclables (paper/card/glass, in line with individual commercial waste contracts)
Contact	Stuart McCracken - Amenity Performance Manager 01631 569160
Existing Activity	Works managed and carried out by Argyll & Bute Council staff, five days a week. Collection and disposal of commercial waste from 373 business premises, including commercial recycling (paper/cardboard) collection in line with individual contract agreements. Servicing of commercial glass bins is carried out by Greenlight on the council's behalf.
Operational Times	Core 7am – 4pm Monday – Friday. Special services as required.
Staffing and Equipment Levels	3 operatives, 1 refuse vehicle, 1 paper collection vehicle, 10tonne mini RCV for difficult access areas, 1 multilift/skip vehicle. (resource shared with domestic collection) Full time equivalent staff on commercial waste collection in BID area = 1.8
Key Performance Indicators	Collation of missed bin reports
Existing Value of Contract/Service	£231,282.23
Boundary Area	All contracted premises within the BID area
Proposed BID Additional Activity	
Cost of BID Additional Activity	
Non Compliance Procedure	
Additional Information or Notes	*domestic waste collection is additional to this service but has been requested not to be included within this documentation. Contract value shown is the total charged to customers.

Service Area	
Activity Area	Horticultural and Grounds Maintenance Works
Description/ Specification	The council carries out planting of seasonal bedding, maintenance of shrub beds, grass cutting, hedge trimming, hard surface management (sweeping of paths etc), tree maintenance and maintenance of sports pitches.
Contact	Stuart McCracken - Amenity Performance Area Streetscene Manager 01631 569160
Existing Activity	Works managed and carried out by Argyll & Bute Council staff, five days a week. This includes work to raised brick planters, and at various open spaces around the BID area, such as McCaigs Tower, Corran Parks, Pulpit Hill and Ganavan. Maintenance of 61 public benches is also carried out by this unit. Design and implementation of bedding schemes Weedspraying, litter control, leaf clearance. Grasscutting frequencies are site specific ranging from weekly (on sports pitches) to eight weekly on lower profile sites. Floral bedding displays are overhauled and replaced twice per year, including those in mobile planters, of which there are some 26 around the town
Operational Times	Core 8am – 4pm Monday – Friday. Additional hours as required for special events.
Staffing and Equipment Levels	1 gardener, 1 horticultural mechanic, two grounds maintenance staff General horticultural hand tools, spraying equipment and lawnmowers Specialist sports turf maintenance equipment is held at Mossfield for use on sports pitches throughout the area. There are no operational cemeteries within the BID area Full time equivalent staff allocated to BID area = 3
Key Performance Indicators	Adherence to grass cutting frequencies. Quality inspections carried out by supervisory staff and rectification action taken where necessary
Existing Value of Contract/Service	£176, 932
Boundary Area	All activity within BID area
Proposed BID Additional Activity	
Cost of BID Additional Activity	
Non Compliance Procedure	
Additional Information or Notes	Cost shown is revenue recharge rate. Capital expenditure in the BID area is determined in accordance with the council's service asset management plan and will vary from year to year, being additional to the revenue figure if such works are scheduled.

Service Area	
Activity Area	Roads, pavements and carpark maintenance (including winter maintenance)
Description/ Specification	<p>Maintenance of roads, pavements and carparks. In addition to a general duty of care, legislation provides the basis for powers and duties relating to Road Maintenance. Primarily the Roads (Scotland) Act 1984 and The New Roads and Streetworks Act 1991.</p> <p>Scheduled maintenance activities include: drainage works, patching, pavement maintenance, signage, gritting and winter maintenance. Major resurfacing works are also scheduled when capital budget is made available.</p> <p>Inspection Roads – annual survey by contractor (WDM), followed by more detailed inspection where potential defect development has been identified. Also inspection for safety defects at intervals laid down in maintenance plan. Culverts and manholes – inspect and clean annually Gullys – inspect and clean 3x in two years Fences/barriers/railings – inspected every two years</p>
Contact	Callum Robertson – Roads Performance Manager 01631 569197 Lyndis Davidson – Network & Standards Manager 01546 604 396
Existing Activity	Works managed and carried out by Argyll & Bute Council staff, with specialist contractors brought in when necessary.
Operational Times	Core 8am – 4pm Monday – Friday Winter maintenance times (winter gritting) may be outside these hours in accordance with weather pattern.
Staffing and Equipment Levels	<p>A roads maintenance team is based in Oban but carries out much work beyond the perimeter of the BID area.</p> <p>Within the bid area there are 36.4km of adopted roads Full time equivalent staff = 4 (dependant on variances in annual capital works such as major road resurfacing) A variety of vehicles are available to be deployed depending on type of works being undertaken.</p> <p>The trunk road network is maintained by Scotland TranServ In Oban this is the A85, George Street, Esplanade, Airds Place and Stafford Street (west of George Street)</p> <p>10 Pay & Display car parks are provided and managed within the BID area. Lochavullin car park remains free to use.</p> <p>Car Park locations: Ganavan P&D Corran 1 Seasonal P&D Corran 2 P&D Longsdale coach park P&D Longsdale car park FREE (subject to an order to introduce charges) Esplanade P&D North Pier P&D Albany Street P&D Market Street P&D Lochavullin car park FREE (subject to an order to introduce charges) Lochavullin coach/lorry park – P&D Tweedale Street – P&D</p>

Key Performance Indicators	Key Performance Indicators collated and reported. Quality inspections carried out by supervisory staff and rectification action taken where necessary. Category 1 defects should be made safe within 24 hours of identification. Others will be inspected and dealt with as resources permit.
Existing Value of Contract/Service	£83,000* (including winter gritting operations)
Boundary Area	All roads, pavements and carparks within the BID area, with the exception of those managed by Scotland Transerv
Proposed Additional Activity	
Cost of Additional Activity	
Non Compliance Procedure	
Additional Information or Notes	* cost shown is an approximate value based on revenue budget allocation for service provision in the Lorn area. Capital expenditure in the BID area is determined in accordance with the council's service asset management plan and will vary from year to year, being additional to the revenue figure if such works are scheduled.

Service Area	
Activity Area	Street lighting maintenance
Description/ Specification	Provision and maintenance of street lighting and associated electrical control boxes.
Contact	Lyndis Davidson – Network and Standards Manager 01546 604396
Existing Activity	Works managed and carried out by Argyll & Bute Council staff
Operational Times	8am – 4pm Monday - Friday
Staffing and Equipment Levels	<p>Electrical maintenance is carried out by staff shared with other areas. There is no permanent presence in the town.</p> <p>Within the bid area there are 1844 electrical units (including traffic control, street lamps and junction boxes) maintained.</p> <p>Typically, duties are reactive and include a variety of electrical and lighting repairs, along with programmed maintenance works.</p> <p>Inspection - Lighting columns are inspected a minimum of every four years.</p> <p>Full time equivalent staff =0.5 equipped with specialist lighting platform.</p> <p>Lighting along the trunk road network is maintained by BEAR Scotland. In Oban this is the A85, Dunollie Road, George Street, Esplanade, Airds Place and Stafford Street (west of George Street).</p>
Key Performance Indicators	<p>Key Performance Indicators collated and reported.</p> <p>Quality inspections carried out by supervisory staff and rectification action taken where necessary</p> <p>Response time for defects is within 5 working days and this is currently being achieved at a level of 96%</p>
Existing Value of Contract/Service	£10,000*~
Boundary Area	Lighting to all roads, pavements and carparks within the BID area, with the exception of those managed by BEAR Scotland.
Proposed BID Additional Activity	
Cost of BID Additional Activity	
Non Compliance Procedure	
Additional Information or Notes	<p>* cost shown is an approximate value based on revenue budget allocation for service provision in the Lorn area.</p> <p>Capital expenditure in the BID area is determined in accordance with the council's service asset management plan and will vary from year to year, being additional to the revenue figure if such works are scheduled.</p>

Service Area	
Activity Area	Pier and harbour maintenance
Description/ Specification	Provision and maintenance of pier, slipway and harbour facilities In addition to a general duty of care, legislation provides the basis for powers and duties relating to these activities, including work to Harbour and Docks Act 1847, Harbour Bylaws and Anti Terrorist legislation concerning Marine Port Security.
Contact	Stewart Clark – Marine Operations Manager 01546 604893 Vicki McKenzie - Harbourmaster 01631 562892
Existing Activity	Works managed and carried out by Argyll & Bute Council staff
Operational Times	Core hours 9am – 5pm Monday – Friday but with significant variances to suit peaks of activity eg at weekends and during summer months.
Staffing and Equipment Levels	Harbourmaster and office, equipped with range of communications equipment. Oil spill response equipment. The council has a responsibility to ensure piers within its ownership are maintained in a serviceable condition. In Oban these are the North Pier, Oban Times Slip, and Port Beag. The harbourmaster is responsible for coordinating vessels which are berthing at the council's piers and collection of harbour and gangway dues. Provision of freshwater. Waste management facilities are provided for vessels using council piers and slips.
Key Performance Indicators	Weekly checks of asset safety for Lifebelts and casings, navigation lights, fenders, coping, bollards, ladders, walls, steps and slips.
Existing Value of Contract/Service	£80,192.12
Boundary Area	All activity within BID area
Proposed BID Additional Activity	
Cost of BID Additional Activity	
Non Compliance Procedure	
Additional Information or Notes	* cost shown is actual revenue expenditure for the BID area. Capital expenditure in the BID area is determined in accordance with the council's service asset management plan and will vary from year to year, being additional to the revenue figure if such works are scheduled.

Part 3

Complimentary Services

Service Area	
Activity Area	Public conveniences
Description/ Specification	Provision, cleaning and maintenance of one public convenience in the BID area.
Contact	Stuart McCracken - Amenity Performance Manager 01631 569160
Existing Activity	Works managed and carried out by Argyll & Bute Council staff North Pier facility is staffed and cleaned throughout each day, but staff are not in fulltime attendance.
Operational Times	North Pier open 8am – 9pm (Summer, April – October inclusive), 8am – 6pm Winter (November – February inclusive)
Staffing and Equipment Levels	Public convenience provision is not a statutory function of the council, services are provided as approved by elected members. Full time equivalent staff = 2 (1x 28hours contract; 1x 26 hours contract) No specialist equipment
Key Performance Indicators	Cleanliness inspections are carried out along with annual building assessment surveys.
Existing Value of Contract/Service	£51,500*
Boundary Area	Within the BID area
Proposed BID Additional Activity	
Cost of BID Additional Activity	
Non Compliance Procedure	
Additional Information or Notes	Provision of public conveniences is discretionary ie not a statutory function * cost shown is an approximate value based on budget allocation for service provision in the Lorn area. Capital expenditure in the BID area is determined in accordance with the council's service asset management plan and will vary from year to year, being additional to the revenue figure if such works are scheduled. Consideration is being given to opening Ganavan during the winter months in future.

Service Area	
Activity Area	Road signage and street furniture
Description/ Specification	Maintenance of road signs, direction finger posts and benches. Signage inspected and cleaned annually. Benches subject to annual collection, maintenance and redistribution.
Contact	Stuart McCracken - Amenity Performance Manager 01631 569160
Existing Activity	Works managed and carried out by Argyll & Bute Council staff
Operational Times	Core 8am – 4pm Monday – Friday. Service provided as required.
Staffing and Equipment Levels	Full time equivalent staff allocated to BID area = 0.1
Key Performance Indicators	n/a
Existing Value of Contract/Service	£2,000*
Boundary Area	All activity within BID area
Proposed BID Additional Activity	
Cost of BID Additional Activity	
Non Compliance Procedure	
Additional Information or Notes	Locations of benches and finger posts noted separately as requested. * cost shown is an approximate value based on revenue budget allocation for service provision in the Lorn area. Capital expenditure in the BID area is determined in accordance with the council's service asset management plan and will vary from year to year, being additional to the revenue figure if such works are scheduled.

Service Area	
Activity Area	Festive Lighting until no later than 2018/19
Description/ Specification	Erection of festive lighting along main shopping streets and dressing of 3 festive trees.
Contact	Lyndis Davidson, Network and Standards Manager 01546 604396
Existing Activity	Works managed and carried out by Argyll & Bute Council staff
Operational Times	As required
Staffing and Equipment Levels	Ad hoc staff allocation as necessary for erection and dismantling only. Lighting units are supplied and maintained by others.
Key Performance Indicators	n/a
Existing Value of Contract/Service	2011 cost was £16,000
Boundary Area	Main shopping streets within BID area
Proposed BID Additional Activity	The council is in separate discussions with BID in relation to community led delivery from 2018/19 onwards
Cost of BID Additional Activity	
Non Compliance Procedure	
Additional Information or Notes	Provision of festive lighting is discretionary i.e. not a statutory function, and the funding covers 2017/18 and 2018/19 only.

Part 4

Breakdown of Council's Annual BID Levy collection and administration charge

Staff time for annual billing, monthly remittances, issue of reminders and finals, issue of adhoc bills for tenancy & other changes, raising of summary warrants, dealing with ratepayer queries.	£4650
Outlays: printing, stationery, postage and summary warrant fees	£1850
Total	£6500

Notwithstanding the requirements as laid down in the foregoing Agreement, Part 4 of the Schedule – BID Levy Detailed Operating Procedures, represents the detailed operating procedures and responsibilities associated with the management of the BID Levy Invoices, BID Levy Payments, BID Revenue Account, Transfer Payments and Bad Debt provisions.

BID Levy Invoices

1. BID Levy Invoices shall be issued by the Council on behalf of the BID Company;
2. The layout and content of the BID Levy Invoices shall follow a similar format to that of the non- domestic rates format but use BID logo;
3. Applicable Terms & Conditions shall be included at the rear of the BID Levy Invoice and in principle shall be similar to those applicable to the payment of non domestic rates;
4. Bank account details for payment of the BID levy by each eligible business shall be included on the BID Levy Invoice and shall be the same as that for the payment of the non domestic rates the Council.

BID Levy Payments

1. Payments shall be made on an annual basis, at the start of the BID term, and on the anniversary of the start of the BID Term for the following 4 years, pursuant to Clause 8.6 of this Agreement as a single payment or in 10 monthly instalments where the levy invoice is more than £150;
2. Levy payers shall have the option to pay the Direct Debit, online into the nominated bank account as described above or by cheque;
3. BID Levy Invoices shall be issued for new properties, amended properties, including split, merged and re-organised properties on a pro-rated basis for the remainder of the financial year.

BID Revenue Account

1. Levy payments shall be paid by the BID Levy Payers into the Council's General Revenue Account and held in this account on a temporary basis until such time as the funds can be transferred to a separate BID Revenue Account;
2. The BID Revenue Account shall be operated in accordance with schedule 3 of the Regulations;

Remittances of the BID Levy to the BID Company

1. Remittances from the Council's BID Revenue Account shall be made expeditiously to the BID Company's bank account, but no later than 30 days from the date of the BID invoice raised by the BID company and generally in pursuance with Clause 8 of this Agreement;

Bad Debtors and Recovery of Bad Debts

1. Bad debtors shall be identifiable by review of the list of those eligible businesses that have NOT paid the BID levy (ie. By exception only). In consequence it shall be the responsibility of the Council to identify any bad debtors;
2. Notwithstanding the obligations on the Council pursuant to Clause 9 of this Agreement the BID Company shall offer every assistance to the Council to persuade BID levy payers to make payment of the BID levy;
3. Bad debts recovered by the Council shall be paid into the Council's General Revenue Account for subsequent transfer to the BID Revenue Account.

Part 5: MAP OF BID AREA

