

# 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



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Full Name

---

Address

---

---

Occupation

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**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:

<b>RV range</b>	<b>Total levy per business</b>
£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	<b>Street Cleansing and Litter Bin Emptying</b>
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><b>Street Cleansing</b>  <b>Mon to Thurs 07:00 - 1500, Friday 07:00 – 14:30</b>  1 x manual barrow sweeper  <b>Wednesday – Saturday 07:00 – 15:00, Sunday 07:00 – 14:30</b>  1 x manual barrow sweeper  <b>Friday – Monday 07:00 – 15:00, Tuesday 07:00 – 14:30</b>  1 x manual barrow sweeper  <b>Litter bin emptying</b> (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.
<b>Service Area</b>	
Activity Area	<b>Commercial Waste Collections*</b>
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.

<b>Service Area</b>	
Activity Area	<b>Horticultural and Grounds Maintenance Works</b>
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.

<b>Service Area</b>	
Activity Area	<b>Roads, pavements and carpark maintenance (including winter maintenance)</b>
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  Gullies – 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 &amp; 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&amp;D  Corran 1 Seasonal P&amp;D  Corran 2 P&amp;D  Longsdale coach park P&amp;D  Longsdale car park FREE ( subject to an order to introduce charges)  Esplanade P&amp;D  North Pier P&amp;D  Albany Street P&amp;D  Market Street P&amp;D  Lochavullin car park FREE (subject to an order to introduce charges)  Lochavullin coach/lorry park – P&amp;D  Tweedale Street – P&amp;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.

<b>Service Area</b>	
Activity Area	<b>Street lighting maintenance</b>
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>

<b>Service Area</b>	
Activity Area	<b>Pier and harbour maintenance</b>
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	<b>Public conveniences</b>
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.

<b>Service Area</b>	
Activity Area	<b>Road signage and street furniture</b>
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.

<b>Service Area</b>	
Activity Area	<b>Festive Lighting</b> 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
<b>Total</b>	<b>£6500</b>

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**

