

Draft Operating Agreement

Between

Argyll and Bute Council

and

PA23 BID Company Limited

April 2023

Index

1.	Definitions	3
2.	Statutory Authorities	6
3.	Commencement	6
4.	Obligations of the Council	7
5.	Baseline Services and Complimentary Services	7
6.	The BID Revenue Account	8
7.	Debits from the BID Revenue Account	8
8.	Collection and Remittance of the BID Levy	9
9.	Procedures available to the Council for enforcing payment of the BID Levy	10
10.	Enforcement Mechanisms for non-collection of the BID Levy by the Council	10
11.	Accounting Procedures and Monitoring	11
12.	Termination	12
13.	Confidentiality	14
14.	Notices	14
15.	Exercise of the Council's Powers	15
16.	Arbitration	15
17.	Best Endeavours	15
18.	Governing Law	15

Schedule

Part 1.	The BID Levy Rules	17
Part 2.	The Baseline Services	19
Part 3.	Breakdown of Council's Annual BID Levy collection and administration charge	32
Part 4.	Map of the BID Area	33

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, Lochilphead, Argyll; and
2. PA23 BID (the “**BID Company**”) incorporated as a company limited by guarantee in Scotland with company number SC **SC448869** and having its registered office at 82 Argyll Street, Dunoon, PA23 7NJ.

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 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.
 7. confirm the basis on which the BID Arrangements are to be delivered by the BID Co 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 Council as set out at Part 2 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 area or responsible for paying the BID Levy;

“BID Levy 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 [interest bearing] account 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 15 April 2023] 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 15th April to 14th April.

“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;

“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 Council for the BID Area;

“Summary Warrant” means an order obtained from the Sherriff 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:-

1. calculate the BID Levy due from each BID Levy Payer in accordance with the BID Levy Rules;

2. confirm in writing to the BID Company the BID Levy payable annually or in two instalments per year by each BID Levy Payer;

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. provide the Complimentary Services, which may not be varied or withdrawn without first consulting with the BID Company; and

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 fall 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 the BID Revenue Account within its 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 £7,903 (excluding VAT) (the "**Council Annual Charge**") representing its reasonable administrative costs in providing the Services increased by the relevant RPI (to be identified and agreed between the Council and the BID Company) yearly and having effect on the 15th April 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 March 2023. The first increase will apply on October 2023, 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 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.

7.8 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 or the formation of the BID company the Council shall confirm in writing to the BID Company:-

1. the means by which the BID Levy Payer shall be billed for the BID Levy; and
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 3 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:
1. serve an updated list of BID Levy Payers upon the BID Company; and
 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.
1. The BID Company is the sub contractor engaged by the Council to deliver the BID objectives
 2. The BID Company is making taxable supplies to the Council, and in the normal way must charge VAT to the Council
 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)
 4. The Council can recover the VAT, subject to the normal rules
 5. The BID Company can then recover any VAT that it incurs in delivering the BID projects and services subject to the normal rules
 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:-

1. identify the sum payable;
2. provide a further [7 (seven)] days for payment to be made;
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:-

1. the Council serves a Reminder Notice; or
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:-

1. detail the sum which remains unpaid;
2. confirm that the Council has failed to use the enforcement mechanisms available to it under this Agreement to recover the sum; and
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:-

1. the amount of BID Levy for each individual BID Levy Payer;
2. the BID Levy collected in relation to each BID Levy Payer;
3. details (together with the outstanding unpaid sum) of those BID Levy Payers who have not paid the BID Levy during those 2 months;
4. details of the Reminder Notices issued throughout that period; and
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 once 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:

1. review the effectiveness of the collection and enforcement of the BID Levy; and
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).

11.7 Within 3 (three) months from the financial year end 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:

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
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:

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;
2. alternative means by which the insufficiency of the funds can be remedied; and / or
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:

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;
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;
3. alternative means of procuring the said services or works by third parties or increased financial funding from the BID Company;
4. alternative replacement services or works which will be acceptable to the BID Company; and / or
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:
1. calculate the amount to be refunded to each BID Levy Payer;
 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
 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:
1. the works or services under the BID Arrangements are no longer required; or
 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:

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 may be intimated in writing to the BID Company;
2. delivery to the Company Secretary at the BID Company's registered office;
3. registered or recorded delivery post; or
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 matters 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 Argyll and Bute Council

At

On

By

Before

_____	Witness
_____	Full Name
_____	Address

_____	Occupation

Subscribed for and on behalf of PA23 BID Company 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 PA23 BID.

The Schedule

Part 1 The BID Levy Basis and Rules

Introduction

Part 1 of the Schedule of the Agreement lays down the BID levy basis and rules for the proposed PA23 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 2023.

BID Levy Threshold

The PA23 BID levy threshold will be £1,000, whereby all businesses with a rateable value of £1,000 or greater amount will be required to pay the levy. This figure has been arrived at 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:

Band	From	To	Annual Cost
A	£1,000	£9,999	£220
B	£10,000	£15,999	£358
C	£16,000	£23,999	£523
D	£24,000	£39,999	£655
E	£40,000	£48,999	£875
F	£49,000	£63,999	£1095
G	£64,000	£110,999	£1645
H	£111,000	Upwards	£2195

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.~~

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

- ~~• All places of worship~~
- ~~• All not-for-profit clubs and organisations~~
- ~~• Schools, Pre-5 Nurseries, Libraries, Social Care establishments, Hospital, Ambulance, Fire, Coastguard, Courthouse, Police Station, Job Centre, Careers office, voluntary clubs, the Museum~~

Proposed amendment

Non retail Charitable organisations with a rateable value of £15,000 and under will be exempt from payment of the levy.

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

- All places of worship
- All not-for-profit clubs and organisations
- Schools, Pre-5 Nurseries, Libraries, Social Care establishments, Hospital, Ambulance, Fire, Coastguard, Job Centre, Careers office, voluntary clubs, the Museum

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 PA23 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 RPI) to take account of inflation.

The Baseline Statements

Service Area: -	
Activity Area	Roads, pavements and carpark maintenance (including winter maintenance)
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 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	Kevin McIntosh – Assist Operations Manager 01546 604621 Local Roads Contact Number - Customer Call Centre - 01546 605514 Paul Farrell – Traffic and Development TO – Milton House 01369 708613 Nigel Potts – Operations Team Leader - Milton House 01369 708629
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 Dunoon but carries out much work beyond the perimeter of the BID area.</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>No Trunk Road activity in the BID area.</p> <p>13 Pay & Display car parks are provided and managed within</p>

	<p>the BID area</p> <p>Car Park locations: Argyll Street - P&D Auchamore Road - P&D Car Ferry Terminal - P&D Dolphin Hall - P&D Glenmorag - P&D Hanover Street -P&D Harbour Jetty - P&D Jane Street - P&D Jane Villa - P&D Kirk Street – P&D Milton House - P&D Moir Street – P&D Pilot Street – P&D</p>
Key Performance Indicators	<p>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.</p>
Legislation/Policy	Roads Scotland Act 1984 and NRSWA 2000
Existing Value of Contract/Service	£ 200,350* (including winter gritting operations)
Boundary Area	All adopted roads, pavements and car parks within the BID area
Non-compliance Procedure	Argyll & Bute Council's committees review on an ongoing basis.
Additional Information or Notes	* Cost shown is an approximate value based on revenue budget allocation for service provision in the Cowal 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	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 Dunoon. Overall provision in BAC includes: Debt Counselling 0.25 FTE Trading Standards 0.25 FTE Welfare Rights 1.8 FTE
Key Performance	LRS102_01 Advice and assistance from Welfare Rights is provided to Clients to ensure they

Indicators	<p>maximise their income. ENV5 - Cost of trading standards and environmental health per 1,000 population ENV5a - Cost of trading standards per 1,000 population</p> <p>There are also Welfare Rights targets set out in the Local Housing Strategy:</p> <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. <p>Key target: Income maximisation – Minimum of £10m generated via Welfare Rights activity by 2027</p> <ul style="list-style-type: none"> • 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	<p>Relevant legislation as listed on Trading Standards authorisations. Council policies re providing consumer education, welfare rights advice & debt counselling advice.</p>
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	Street lighting maintenance
Statutory/Non-statutory Service	Statutory
Description/Specification	Provision and maintenance of street lighting and associated electrical control boxes.
Contact	Kevin McIntosh – Assistant Operations Manager 01546604621 Demi Mather – Trainee Team Leader 01546604667
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 a range of electrical units maintained, including traffic control, street lamps and junction boxes. 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. Full time equivalent staff =0.5 equipped with specialist lighting platform.
Key Performance Indicators	Key Performance Indicators collated and reported. Quality inspections carried out by supervisory staff and rectification action taken where necessary. Response time is determined by the nature of the defect
Legislation/Policy	Roads Scotland Act 1984 and NRSWA 2001
Existing Value of Contract/Service	£15107*
Boundary Area	Lighting to all roads, pavements and car parks within the BID area
Non-compliance Procedure	Argyll & Bute Council's committees review on an ongoing basis.
Additional Information or Notes	*cost shown is an approximate value based on revenue budget allocation for service provision in the Cowal 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 Cleansing and Litter Bin Emptying
Statutory/Non-statutory Service	Statutory
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 fly tipping as required. Education and Enforcement actions.
Contact	Kevin McIntosh – Assistant Operations Manager 01546604621 Nigel Potts Team Leader – 01369 708629
Existing Activity	Works managed and carried out by Argyll & Bute Council staff, seven days a week.
Operational Times	Street Cleansing Mon to Thurs 07:00 - 15:00, Friday 07:00 – 14:30 2 x manual barrow sweepers 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
Staffing and Equipment Levels	Full time equivalent staff allocated to BID area = 4
Key Performance Indicators	LEAMS (Local Environmental Audit and Management System) Street cleansing monitoring assessments twice per year by external monitors. (Local Authority and Keep Scotland Beautiful) 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)
Legislation/Policy	N/A
Existing Value of Contract/Service	£147,052
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	Main litter sources are smoking, drinks, fast food and confectionary related. * Cost shown is an approximate value based on revenue budget allocation for service provision in the Cowal 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	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	Kevin McIntosh – Assistant Operations Manager 01546604621 Nigel Potts – Team Leader 01369708629
Existing Activity	Glass Bin Collection carried by staff from Helensburgh
Operational Times	Double shift 6-2 and 2-12 Monday – Friday. Special services as required.
Staffing and Equipment Levels	2 operatives, 1 refuse vehicle 1 paper collection vehicle, 10 tonne 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 = 1.2
Key Performance Indicators	Successful collections
Legislation/Policy	N/A
Existing Value of Contract/Service	£168,241
Boundary Area	All contracted premises within the BID area
Non-compliance Procedure	Argyll & Bute Council's committees review on an ongoing basis.
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	N/A
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	Kevin McIntosh – Assistant Operations Manager –

	01546604621 Nigel Potts – Team Leader 01369708629
Existing Activity	Works managed and carried out by Argyll & Bute Council staff, five days a week. This includes work to raised planters, and at various open spaces around the BID area, such as Castle Hill Gardens, Rose Garden and Dunoon Stadium. Maintenance of public benches is also carried out by this unit. Design and implementation of bedding schemes Weed spraying, litter control, leaf clearance. Grass cutting frequencies are site specific. Floral bedding displays are overhauled and replaced twice per year, including those in mobile planters, of which there are some 15 around the town. Two operational Cemeteries are also maintained and burials are carried out.
Operational Times	Core 8am – 4pm Monday – Friday. Additional hours as required for special events.
Staffing and Equipment Levels	1 gardener, 1 grounds maintenance staff, 4 cemetery staff. General horticultural hand tools, spraying equipment and lawnmowers Specialist sports turf maintenance equipment is held at Dunoon Stadium for use on sports pitches throughout the area.
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	£274,245
Boundary Area	All activity within BID area
Non-compliance Procedure	Argyll & Bute Council's committees review on an ongoing basis.
Additional Information or Notes	Cost shown is revenue recharge rate pro-rata from Cowal area budget 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	Economic Development
Statutory/Non-statutory Service	Non Statutory
Description/Specification	The council carries out a range of economic development

	activities ranging from Business Gateway support (includes grant funding to businesses), the promotion of economic intelligence and economic growth including the tourism and food and drink industries, improving skills for work, employability interventions, the development of a Dunoon Community STEM Hub and area regeneration activities such as the Dunoon Pier building, the Queen's Hall and the regeneration of Argyll Street through the CARS project. The service also seeks to promote Argyll, including Dunoon as a place to do business, invest in, learn, to live in and visit.
Contact	Fergus Murray Head of Service Development and Economic Growth – 01546 604293 Fergus.murray@argyll-bute.gov.uk
Existing Activity	Completion of £8.3m of investment into the refurbishment of the Queen's Hall. £1.9 million of investment into the main shopping thoroughfare, Argyll Street, in conjunction with Historic Environment Scotland and £3m worth of investment into the regeneration of Dunoon Pier building.
Operational Times	Core 9am – 5pm Monday – Friday. Additional hours as required for special events
Staffing and Equipment Levels	1 Business Gateway Officer covers Cowal.
Key Performance Indicators	Number of jobs created and businesses supported; Rise in GVA of main industries including tourism 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	Argyll & Bute Council's committees review on an ongoing basis.
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 Cowal area including subsidising bus transport services, improving active travel routes and improving the integration to

	transport services within Dunoon Town Centre.
Contact	Fergus Murray Head of Service Development and Economic Growth Transportation – 01546604293 Fergus.murray@argyll-bute.gov.uk
Existing Activity	Sustrans awarded £11,500 from Community Links for design work to improve the walking and cycling transitions onto/from Victoria Parade.
Operational Times	Core 9am – 5pm Monday – Friday. Additional hours as required for special events.
Staffing and Equipment Levels	1 Business Gateway Officer covers Cowal; 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 and food and drink.
Legislation/Policy	In line with Economic Development Plan.
Existing Value of Contract/Service	£11,500
Boundary Area	All activity within or adjacent to BID area
Non-compliance Procedure	Argyll & Bute Council's committees review on an ongoing basis.
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, Regulatory Services and Building Standards
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. Regulatory Services carry out the Councils statutory duties as a food authority, health and safety enforcement authority as well as range of other environmental and public health activities including delivery of the NHS/Councils Joint Health Protection Plan. . The council also acts as the Strategic Housing Authority for the area, funding and facilitating affordable new build housing, and delivers a range of operational housing services.

<p>Contact</p>	<p>Fergus Murray Head of Service Development and Economic Growth – 01546604293 Fergus.murray@argyll-bute.gov.uk David Love – Planning, Area Team Leader - 01369707320, Flora Lamont – Housing - 01631572183 Mary Watt, Environmental Health Manager - Regulatory Services - 01369707124 Emma Wilson - Building Standards Team Leader - 01369708605</p>
<p>Existing Activity</p>	<p>Development management: Handling and determination of planning and listed building applications and building warrants; processing of pre application enquiries. Building Standards: Verification of building warrant applications, assessing works for completion and responding to dangerous buildings using formal powers to make them safe and recharging costs associated with works in default.</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; • Food sampling; • Investigation of food poisoning and infectious disease outbreak control; • Provision of food and export certificates; • Enforcement of health and safety at work act and regulations • Regulation of private water supplies; • Improvement grant scheme for private water supplies • Regulation under the Environmental regulations • Provision of animal health and welfare • Monitoring of air quality and environmental protection • Environmental health licensing including private landlord registration. • Liquor licensing standards <p>Housing Services oversee the assessment of housing need & demand in the area, the development and implementation of the Local Housing Strategy, and the delivery of the Strategic Housing Investment Plan with partner RSLs. Housing staff provide:</p> <ul style="list-style-type: none"> • Homelessness Services including Temporary Accommodation; • Housing Options Information & Advice; • Housing Support; • Empty Homes; • Private Sector Housing Grant for adaptations, and assistance on property repairs & improvements; • Energy Efficiency & Fuel Poverty services; • Welfare Rights service.

Operational Times	Core 9am – 5pm Monday – Friday. Emergency Out Of Hours Homeless Service
Staffing and Equipment Levels	<p>Cowal – 1 Area Housing Officer, 1 Housing Advice Assistant, 1 Senior Welfare Rights Officer, 1 Welfare Rights Officer, 1 Welfare Rights Assistant, 1 Research and Development Officer, 1 Research Assistant, 1 Housing Improvement Officer – Development, 1 Empty Homes Officer</p> <p>Housing staff manage 23 temporary accommodation units in Cowal which includes the 10 serviced accommodation units mentioned in the Existing Value of Contract section below.</p> <p>Regulatory Services have 11 staff including 1 Environmental Health Manager, 4 Environmental Health officers, 3 Regulatory Service Officers (EH), 1 Licensing Standards Officer, 0.6 Animal Health and Welfare Officer, 1 Technical Assistant, 2 P/T admin.</p> <p>Planning staff consists of 1 Area Team Leader and 2 Planning Officers</p> <p>Building Standards – The team consists of Building Standards Team Lead, Building Standards Surveyor and Assistant Building Standards Surveyor</p>
Key Performance Indicators	<p>Housing: Number of affordable new build homes completed; Number of Empty Homes brought back into use; % of homeless households securing positive outcome; % of RSL allocations to homeless households within 26 weeks; % of positive PREVENT1 interventions; % of planned departures from Housing Support Services; Private Sector Adaptations; Private properties improved with assistance; households in fuel poverty; number of properties receiving energy efficiency improvements via HEEPSABS; Income generated by Welfare Rights Service.</p> <p>Planning: Pre-application enquiries processed within 20 working days; Determine ‘All Planning Applications’ quicker than the National Average.</p> <p>Regulatory Services: % of high risk businesses inspected against program (Target 95%) % of service requests resolved within 20 working days (Target 80%)</p> <p>Building Standards: - Time to get a building warrant The intention of this KPO is to minimise the time taken for customers to obtain a building warrant and an amendment to warrant, whilst ensuring the quality of the application process.</p> <p>Quarterly & annual reporting by building warrant category on:</p> <ul style="list-style-type: none"> • Total number of building warrants granted • Average time taken in working days from receipt of application to granting the building warrant
Legislation/Policy	N/A

Existing Value of Contract/Service	<p>Housing Support – HELP - £143,412; Carr Gomm - £327,756 (Argyll and Bute wide) Women’s Aid - £120,970 (Refuge and Floating Support) Serviced Accommodation – Cowal - £175,200 per annum (the contract will run for 3 years to 30/08/18 with a one year option to extend) HEEPSABS: -£1.67m (Argyll and Bute wide) Mediation Service – spot purchase</p>
Boundary Area	All activity within or adjacent to BID area
Non-compliance Procedure	Argyll & Bute Council’s committees review on an ongoing basis. Planning – Should the BID undertake actions that require the benefit of planning permission without such being in place then the normal planning enforcement procedures will be followed
Additional Information or Notes	Proposed BID Additional Activity - Planning – Additional activity would depend on the projects of the BI and if they required input from officers. Given the activity of the BID over the past twelve months no additional activity for officers is anticipated.

Service Area: -	
Activity Area	<p>Police Scotland Policing within the South Argyll (Dunoon and Cowal peninsula) multi-member ward area (Ward 7), which encompasses Dunoon Town Centre.</p>
Statutory/Non-statutory Service	N/A
Description/Specification	<p>Police Scotland presently provides a policing service to the South Argyll (Dunoon and Cowal peninsula), which includes the BID area of Dunoon Town Centre. This activity is designed to provide public reassurance and prevent crime from occurring through a mixture of high visibility patrols foot and mobile patrols. On those occasions where a crime is reported, officers will investigate these incidents to their ultimate conclusion.</p>
Contact	Chief Inspector Paul Robertson Dunoon Police Office (tel. no. 01369 763050)
Existing Activity	<p>Police Scotland coverage of the South Argyll area covering Dunoon and the Cowal peninsula is split between 5 distinct core policing groups, containing Response, Community Policing and Traffic officers.</p> <p>The BID area itself is contained within the geographical policing beat known as LB46.</p> <p>Due to the geographical area and to ensure that resources are distributed in accordance with call demand all uniform officers</p>

	<p>have been attached to the 5 core policing groups. As stated these groups consist of Response, community and traffic officers, which allows for a degree of expertise in all areas of policing across all of the core groups. These officers patrol beat LB46 predominantly, however also provide policing to outlying rural areas as well as undertaking any other operational duties as and when required. These officers routinely undertake either foot or mobile patrol duties in uniform.</p> <p>Serious crime is not a significant issue within the BID area and as such, policing is divided into 3 main areas;</p> <ul style="list-style-type: none"> • Daytime crime & disorder and other policing duties • Night time crime & disorder and other policing duties • Events <p>Daytime crime in the main is relatively low and relates to mainly opportunist thefts and shoplifting. Disorder is minimal; although instances of drug misuse can be experienced.</p> <p>Night time crime and disorder is mainly associated with alcohol consumption, particularly at weekends. Youth disorder is also more prevalent at night, particularly during the summer period.</p> <p>Events in the area are not great in number, however still play a significant part with the Cowal Highland Gathering taking place annually attracting up to 30,000 additional visitors to the area. This is in addition to a number of local annual parades / gala days, which also attract additional numbers of people to the area.</p>
Operational Times	<p>As previously stated, the core policing groups predominantly patrol beat LB46, subject to any other operational duties they may be required to undertake. These officers operate from Dunoon police office. They work 3 separate shift periods comprising of Early, Late and Night shifts. These shifts overlap ensuring suitable police coverage at peak call demand times ensuring adequate and appropriate policing cover is available at the times needed.</p> <p>This 24/7 police coverage is split between the 5 distinct core policing groups. These 5 Groups contain uniform officers from Response, Community and Road Traffic policing as previously stated.</p> <p>When a specific need is identified, this core policing function can be augmented by a number of specialist policing departments and services</p> <p>The Policing activity detailed will be subject of review as part of the ongoing operation of the national Police Scotland Service established in April 2013. Any significant changes will be notified to the BID group accordingly.</p>
Staffing and Equipment Levels	<p>Marked Police vehicles Provision of specialist departments and services, where a</p>

	specific need is identified.
Key Performance Indicators	Reduction of crime, disorder and antisocial behaviour, and increased public reassurance.
Legislation/Policy	N/A
Existing Value of Contract/Service	N/A
Boundary Area	The BID area is within the geographical policing beat known as LB46.
Non-compliance Procedure	N/A
Additional Information or Notes	N/A

Service Area: - NatureScot	
Activity Area	Natural Heritage
Statutory/Non-statutory Service	Statutory
Description/Specification	We are Scotland's nature agency. We work to improve our natural environment in Scotland and inspire everyone to care more about it.
Contact	Esther.whitford@nature.scot
Existing Activity	N/A
Operational Times	N/A
Staffing and Equipment Levels	N/A
Key Performance Indicators	https://www.nature.scot/sites/CorporatePlan
Legislation/Policy	Wildlife and Countryside Act 1981
Existing Value of Contract/Service	N/A
Boundary Area	National
Non-compliance Procedure	N/A
Additional Information or Notes	N/A

Part 3 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 ad hoc bills for tenancy & other changes, raising of summary warrants, dealing with ratepayer queries.	£5,654
Outlays: printing, stationery, postage and summary warrant fees	£2,249
Total	£7,903

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 4 instalments;
2. Levy payers shall have the option to pay BID levy 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 14 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 the Clause 9 of this Agreement the recovery of bad debts shall be the sole responsibility of the Council;
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 4 Map of the BID Area (attached)