

Dated

2020

(1) PLYMOUTH CITY CENTRE COMPANY LIMITED

(2) PLYMOUTH CITY COUNCIL

**CONCORDAT AND CONTRACT FOR THE PROVISION OF SERVICES
WITHIN THE PLYMOUTH CITY CENTRE
BUSINESS IMPROVEMENT DISTRICT**

THIS AGREEMENT is made theday of.....2020.

BETWEEN:-

- (1) **PLYMOUTH CITY CENTRE COMPANY LIMITED** (No. 5124506) of Ballard House, West Hoe Road, Plymouth, PL1 3AE (the BID Company) and,
(2) **PLYMOUTH CITY COUNCIL** of Ballard House, West Hoe Road, Plymouth, PL1 3AE (the Council).

BACKGROUND

- (A) The BID Company has been established as a joint undertaking of the business sector and Council representatives to act together as a company limited by guarantee to deliver the objectives of the BID Proposals and so as to improve the economic; social and environmental well-being of the BID Area.
- (B) The Council currently provides the Baseline Services, Estate Management Services and Statutory Services within the BID Area, and the Support Services.
- (C) The Council currently meets the cost of the Services from within its normal budgets and intends to continue to do so for the whole of the Term. In addition, the Council will contribute other funds to the BID Company for the purpose of achieving the objectives of the BID Arrangements.
- (D) It is the intention of the BID Company and the Council that, in order to achieve the objectives of the BID Arrangements, the Council will continue to provide the Services, subject to the provisions relating to the terms of this Agreement.
- (E) It is also the intention of the Council that it will continue to fund the cost of the Services, and will make available other funds to enable the BID Company to achieve the objectives of the BID Arrangements on the terms set out in this Agreement.

CONCORDAT:

The BID Company and the Council share a common belief about the City Centre retail and business quarter of Plymouth.

The Parties believe:

- In a joint vision, to work with partners to create one of the most vibrant city centres in the UK with a packed events programme, growing evening economy, improved public spaces and first class retail, leisure and visitor destination.
- That Plymouth City Centre will play a major part in the regeneration of Plymouth as a City, contributing to the delivery of the Plymouth Plan.

- That all sectors of the community in the City Centre and the wider community of Plymouth will benefit substantially from the success and wellbeing of the City Centre.
- That the success of the City Centre area, and the general achievement of these benefits, is certain when the Parties act together.

This Agreement sets out the framework by which that shared belief will be delivered.

I. DEFINITIONS

In this Agreement the following words and expressions shall, except where the context otherwise requires, be given the following respective meanings:

Agreement means this Agreement and the Schedules

Baseline Services means the Services currently provided by the Council and detailed in Schedule 3.

BID means the Business Improvement District

BID Area means the Area identified by the BID Company in the BID Arrangements as the BID Area.

BID Arrangements means the detailed proposals for the BID as set out in the BID Proposals prepared by the BID Company, submitted to and approved by a ballot of non-domestic ratepayers in the BID Area, as set out in Schedule 2.

BID Arrangement Performance Review shall mean the review of performance of the BID Company as against the BID Performance Indicators.

BID Levy means the levy paid by non-domestic ratepayers under the BID Arrangements.

BID Performance Indicators means the performance indicators detailing the performance of the BID Company as agreed between the BID Company and the Council from time to time.

BID Proposals means the detailed proposals for the BID in Plymouth City Centre as submitted and approved in a ballot of non-domestic ratepayers in the BID Area as set out in Schedule 2.

Effective Date means 1 April 2020

Estate Management Services means those services carried out by the Council on their own behalf as estate owners within the BID Area.

Exit Strategy means a strategy arrived at by the Parties for securing transition from the BID Arrangements to alternative service delivery arrangements.

Funding Agreement means the document set out in Schedule 6 pursuant to which the Council agrees to make financial contributions to the BID Company for the purpose of enabling the BID Arrangements to be carried out.

Funding means the provision of funding by the Council to the BID Company under the Funding Agreement.

Parties means the Council and the BID Company and “Party” shall mean either the Council or the BID Company depending on the context.

New Services means any new or additional services which are not compromised in the Services as at the date of this Agreement.

Service Improvement Arrangements means the systems and arrangements detailed in this Agreement whereby the Parties intend to deliver continuous improvement in the services provided to the BID more specifically set out in Schedule 5.

Services means collectively, Baseline Services, Estate Management Services, Statutory Services and Support Services.

Service Specification Process means the process of identifying the specification for the Services (as appropriate) provided in the BID Area, including performance measurement criteria, set out in Schedule 5.

Term means the period of this Agreement as detailed in Clause 8.

Variations Procedure means the variation procedure set out in Clause 9.

2. AGREEMENT

- 2.1. This Agreement sets out the framework under which the Parties propose to enable the delivery of the BID Arrangements, and in particular the provision of the Services and the Funding and the manner of bringing about of their continuous improvement.
- 2.2. In working under this framework, the Parties acknowledge that, subject to any overriding matters of general public interest, their primary responsibility is to the success of the BID Arrangements as opposed to their respective individual interests.

3. THE BASELINE SERVICES

- 3.1. Throughout the Term the Council will provide the Baseline Services in the BID Area so as to enable the carrying out of the BID Arrangements.
- 3.2. Insofar as the Baseline Services have been subjected to the Service Specification Process the Council undertakes to provide the Baseline Services to the performance criteria outlined for the particular Baseline Service (including any amendments introduced through the Variations Procedure).
- 3.3. Insofar as the Baseline Services have not been submitted to the Service Specification Process the Council undertakes to submit the service to the process within six months of the Effective Date.
- 3.4. The parties will regularly, and at intervals of not more than once per year, submit the whole of or individually identified Baseline Services to the Service Improvement Arrangements.

4. ESTATE MANAGEMENT SERVICES

- 4.1. Throughout the Term the Council will carry out the Estate Management Services within the BID Area ensuring so far as possible the achievement of the BID Arrangements.
- 4.2. Insofar as the Estate Management Services have been subjected to the Service Specification Process the Council undertakes to provide the Estate Management Services to the performance criteria specified (including any amendments introduced through the Variations Procedure).
- 4.3. Insofar as the Estate Management Services have not been submitted to a Service Specification Process the Council undertakes to submit the service to the process within six months of the Effective Date.
- 4.4. The Parties may submit the Estate Management Services to the Service Improvement Arrangements (and will do so at least once during the Term).

5. THE STATUTORY SERVICES

- 5.1. The Council is the Planning Authority for the purposes of the Planning Act 1990 and the Licensing Authority for various purposes including the Town Police Clauses Act 1847 the Local Government (Miscellaneous Provisions) Acts 1976 and 1982 and the Plymouth City Council Act 1987. In addition the Council will undertake additional licensing responsibilities under the Licensing Act 2003.

- 5.2. The BID Company recognises that the Council is required to discharge its statutory roles in respect of the Statutory Services in accordance with the appropriate legislative provisions and guidance and the law in general and this may involve outcomes which are not always compatible with the objectives of the Parties under this Agreement.
- 5.3. The Council recognises that notwithstanding the limits on its capacity always to discharge its statutory powers in a way which is compatible with the objectives of this Agreement, it will, within six months of the Effective Date, enter into protocols with the BID Company, permitting the BID Company to participate (so far as the law permits) in the processes the Council operates in relation to the discharge of the Statutory Services. The protocols shall deal particularly, but not exclusively with the manner in which the Council will consult with the BID Company in respect of relevant issues.

6. SUPPORT SERVICES

- 6.1. Throughout the Term the Council will provide the Support Services to the BID Company so as to enable the carrying out of the BID Arrangements.
- 6.2. Insofar as the Support Services have been subjected to the Service Specification Process the Council undertakes to provide their Support Services to the performance criteria outlined for this particular Support Service (including any amendments introduced through the Variation Procedure).
- 6.3. Insofar as the Support Services have not been submitted to a Service Specification Review the Council undertakes to submit the service to a review within six months of the Effective Date of this Agreement.
- 6.4. The Parties will regularly, and at intervals of not more than once per year, submit the individual Support Services to the Service Improvement Arrangements.

7. NEW SERVICES

- 7.1. The Parties may agree at any time that New Services may be provided by the Council to the BID Company for the purpose of enabling the BID Arrangements to be achieved.
- 7.2. New Services shall be agreed using the Variation Procedure and upon commencement shall be subject to all the terms of this Agreement including, but not exclusively, the Service Specification Process and Service Improvement Arrangements.

8. TERM

- 8.1. This Agreement shall be deemed to have commenced on the Effective Date and unless otherwise terminated in accordance with the provisions of Clause 9 shall continue for a period of five years from the Effective Date.

9. VARIATIONS

- 9.1. Where either Party wishes to make a change to the Services and/or the Funding, including the provision of New Services the Party seeking the change will initially send a written change request to the other. The change request shall include at least the following information:
- (a) a description of the change,
 - (b) the reason(s) for the change,
 - (c) as far as can be identified, any anticipated impact of the change, for example on service improvements or costs,
 - (d) as far as can be identified, any savings on current costs, additional or redundant resources which will arise as a consequence of the change, and how it is proposed to deal with them,
 - (e) the timescale within which the change is intended to be implemented.
- 9.2. Insofar as the proposed change is likely to result in achieving the BID Arrangements by more efficient, effective or economic means, or is likely to result in an improvement in services as a part of the general intention to bring about a constant improvement in services provided within the BID Area, neither Party will unreasonably withhold or delay approval of the proposed change
- 9.3. Within 30 days of receiving a written request for change, the Party who receives the request shall respond in writing to the other setting out whether the request is approved or not, and in particular will state:
- (a) the reason(s) why the request is approved or disapproved
 - (b) any proposals and reasons for amending the description of the change
 - (c) any comments on the proposed impact of the change
 - (d) any comments on the change as it may result in additional or redundant resources arising as a consequence
 - (e) any comments upon the proposed timetable for implementation of the change.
- 9.4. The Parties will record in writing any agreed change to the Services and/or the Funding or any New Services including the commencement, duration, cost and funding of such change and for any New Services the terms of payment if appropriate. The change shall not be implemented until this written record is

exchanged by the Parties. The written record will then be held with, and be incorporated and subject to all the terms of this Agreement.

- 9.5. Where the Parties are unable to agree upon any proposed change, whether in total or as to any element of it, the disagreement may be submitted to the disagreement procedure set out in Clause 10.

10. DISAGREEMENTS

- 10.1. Where the Parties are in disagreement as to the terms or provisions of this Agreement, including implementation, or to the delivery of services or objectives, they shall use their best efforts to resolve the disagreement through amicable discussions and consultations.
- 10.2. In the event that, following attempts at resolving the issue by amicable discussion and consultation, either Party believes that a disagreement is not capable of being resolved, that Party may serve written notice on the other requesting that the matter be submitted to formal mediation in accordance with Clause 11.

11. MEDIATION

- 11.1. An independent mediator will be appointed by agreement between the Parties or failing such agreement within 1 week of one of the Parties first proposing a particular mediator then either Party may apply to the Centre for Dispute Resolution, International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU for the appointment of such independent mediator.

12. TERMINATION

- 12.1. Either Party may terminate this Agreement upon giving six month's notice in writing, to expire at any time, if the other Party:
- 12.1.1.1. commits a material breach of its obligations which, following the implementation of the disagreements procedure set out in Clause 10, is neither resolved nor capable of remedy and the Party in breach remains in breach for a period of 30 days after the completion of the mediation process.
- 12.1.1.2. (in the case of the BID Company) goes into liquidation, either compulsorily or voluntary (apart from a solvent liquidation for the purposes of reconstruction or amalgamation) or if a receiver, administrator or administrative receiver is appointed in respect of the business or all or any part of its creditors generally or shall commit any similar act or suffer any similar event as a consequence of debt.
- 12.1.1.3. (in the case of the Council) has persistently failed to meet the service level targets and performance criteria set in the course of the Service

Improvement Arrangements (and for the purposes of this Clause “persistently” means failing to achieve the BID Performance Indicators on 2 or more consecutive occasions, as identified in the Service Improvement Arrangements).

- 12.2 Without prejudice to the Council’s rights in this Agreement, if the BID Company suffers any of the events in Clauses 12.1.1 or 12.1.2 the Council may, upon written notice to the BID Company suspend the Baseline Services, Support Services and any New Services. If any New Services for which the BID Company has agreed to make payment to the Council are suspended, the BID Company’s obligation to make such payments shall also be suspended.
- 12.3 Termination of this Agreement shall affect any existing rights and liabilities of the Parties which have accrued as at the date of termination.

13. PERSONNEL

- 13.1. Each Party is responsible for its personnel (whether employees or not) when on the other Party’s premises.
- 13.2. Each Party shall procure that its personnel (whether employees or not) comply with the Health and Safety at Work Act 1974 (as amended), any amending and replacement legislation and any local equivalent legislation and security procedures whilst on the other Party’s premises.
- 13.3. If the BID Company reasonably considers that any of the Council’s personnel (whether or not employed by the Council) who are involved in the provision of the Service’s is performing unsatisfactorily and is adversely impacting the operation of the BID Company it shall notify the Council of its view. The Council shall, subject to its employment law obligations to its personnel, remove the relevant personnel from the provision of the Services to the BID Company as soon as reasonably practicable (or immediately if requested by the BID Company in a case of proven gross misconduct) and replace him/her/them as soon as reasonably practicable with personnel of appropriate skill, experience and competence.

14. FINANCIAL REGULATIONS AND PROCUREMENT

- 14.1. The BID Company undertakes to adopt and apply financial regulations and procurement procedures broadly based on the Council’s financial regulations and procurement arrangements (including standing orders) relating to contracts applicable at any appropriate time, in any relevant dealings in respect of the delivery of the BID Arrangements.

- 14.2. The Council confirms that in respect of any relevant matters it will apply and comply with its financial regulations and procurement arrangements applicable from time to time.
- 14.3. The Council will inform the BID Company of any proposed changes to its financial regulations and procurement arrangements prior to their implementation and have regard to any views expressed by the BID Company in respect of such changes.
- 14.4. The BID Company shall have the discretion to adopt an appropriate procurement policy and, subject to clause 14.6, the Council undertakes to adopt, comply with and apply any procurement procedures formally adopted by the BID Company from time to time to the extent only that the Council can reasonably do so in light of its internal systems and processes, its legal obligations and provided that this accords with its own standing orders or the Council agrees that these shall not apply, such agreement not to be unreasonably withheld.
- 14.5. The BID Company will inform the Council of any proposed changes to its procurement procedures prior to their implementation and have regard to any views expressed by the Council in respect of such changes.
- 14.6. In the event that the BID Company has not adopted procurement procedures or has failed to notify the Council of its adopted procurement procedures, the Council shall apply its own procurement procedures in any relevant dealings in respect of the delivery of the BID Arrangements

15. INSURANCE

- 15.1. Each Party shall be responsible for taking out and maintaining the insurances reasonably required as a consequence of their activities under this Agreement or otherwise.

16. LIMITATION OF LIABILITY

- 16.1. Nothing in this Agreement shall exclude or restrict a Party's liability for death or personal injury caused by its negligence.
- 16.2. The Parties agree that the terms and conditions of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.
- 16.3. Neither Party shall be liable to the other Party be reason of termination or expiry of this Agreement for any reason in respect of any compensation, reimbursement or damages of any nature including without limitation any

expenditures, investments, leases or other commitments relating to the business or goodwill of either Party.

- 16.4. Except where specifically provided, neither Party shall be liable to the other for any consequential special, punitive or indirect damages, including without limitation damages for loss of profits, opportunity, data or use, incurred by either Party or any third party, even if it has been advised of the possibility of such damages.
- 16.5. The Parties agree that the total maximum aggregate liability of the Council to the BID Company for all and/or any events relating to and/or connected with this Agreement shall not exceed the sum of all payments made by the BID Company to the Council under this Agreement.
- 16.6. The Parties agree that the exclusions and limitations contained in this Agreement are reasonable, that they have been negotiated between the Parties and their respective advisors, that this is not a standard form document and that this Agreement (including the limitations and exclusions in this Clause 16) have been entered into by the Parties in their own respective commercial interests.

17. CONFIDENTIAL INFORMATION

- 17.1 Each party ('the **Restricted Party**') shall keep confidential and shall not use for any purposes other than for the purposes of performing any of its rights and/or obligations under this Agreement, nor disclose any information of a confidential nature about the other Party (and/or any members of that Party's group companies) or their respective businesses (which includes without limitation BID Company) information, trade secrets and information of commercial value and/or any matters relating to and/or connected with this Agreement. No information shall be subject to the restrictions against disclosure under this Agreement to the extent that it:
 - 17.1.1 is or becomes public knowledge otherwise than through the default on the part of the Restricted Party or any of its directors, officers, agents or employees
 - 17.1.2 is compelled by law, by the rules or requirements of the London Stock Exchange, by any other relevant regulatory authority, by any court of competent jurisdiction and/or required by the professional advisors of either Party hereto. If the Restricted Party determines that it is or may be required to make any disclosure by reason of the matters described in this Clause 17.1.2, the Restricted Party shall co-operate with the other Party hereto in taking such steps as the other Party hereto may reasonably require for the purposes of preventing or restricting such disclosure or maintaining the confidentiality of the information so disclosed

- 17.1.3 is already lawfully in the possession of the Restricted Party prior to its disclosure by the other party to the Restricted Party (provided that the source of such information was not subject to any agreement or other duties relating to confidentiality in respect thereof) and is or becomes free from any restriction on its subsequent disclosure or use by the Restricted Party or
- 17.1.4 is disclosed to the Restricted Party's employees, agents or professional advisers where it is reasonably necessary or desirable to enable the Restricted Party to comply with this Agreement and before the disclosure takes place the Restricted Party makes such employees, agents or professional advisers aware of its obligations of confidentiality under this Agreement and at all times procures compliance by such employees, agents and professional advisers therewith
- 17.1.5 is made with the express prior written consent of the other Party
- 17.1.6 is made pursuant to a statutory duty or requirement of the Information Commissioner pursuant to the Freedom of Information Act 2000 or
- 17.1.7 is disclosed by the BID Company to any of its members when reporting to such members about the activities and operation of the BID Company
- 17.1.8 is made pursuant to the provisions of the Environmental Information Regulations 2004
- 17.2 Each Party agrees that this Clause 17 shall survive the termination of this Agreement, however arising.
- 17.3 Information shall not be exempted under Clause 17.1 under this Agreement by reason that:
 - 17.3.1 some or all of its features (but not the combination and principle thereof) are or become public knowledge or are in the possession of or become available to the Restricted Party as described in Clause 17.1 or
 - 17.3.2 such information could not be derived or obtained from information which is or becomes public knowledge or is in the possession of or becomes available to the Restricted Party as described in Clause 17.1 if to obtain or derive it would require substantial skill, labour or expense.

18. EXIT STRATEGY

- 18.1. The Parties recognise that in the event of the BID Arrangements coming to an end and not being renewed in accordance with statutory provisions and/or in the event of this Agreement expiring, whether by termination or effluxion of time,

the Parties will have to consider how services within the BID Area will continue to be provided.

- 18.2. The Parties agree that either of them may give notice to the other either, (a) when serving notice under Clause 10 (Disagreements), or (b) on or after the fourth anniversary of the Effective Date, requiring the other party to attend a meeting or meetings to prepare an agreed Exit Strategy.
- 18.3. Failure on the part of either Party to respond with reasonable effect to a notice served under this Clause, or to agree an Exit Strategy entitles either Party to invoke the disagreements procedure set out in Clause 10.

19. WAIVER

- 19.1. The failure of any Party to require the performance of any of the terms of this Agreement or by the waiver by any Party of any default under this Agreement shall not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach.

20. MODIFICATION OF AGREEMENT

- 20.1. This Agreement may not be modified, supplemented, or amended or default hereunder waived except upon the execution and delivery of a written agreement signed by the authorised representative of each Party.

21. AUTHORITY TO SIGN

- 21.1. Each Party warrants that it has the full authority to perform its obligations under this Agreement and that the person executing this Agreement has the authority to bind it.

22. RELATIONSHIP OF THE PARTIES

- 22.1. Notwithstanding any provision hereof, for all purposes of this Agreement each Party shall be and act as an independent contractor and not as partner, joint venture or agent of the other Party and shall not bind nor attempt to bind the other Party to any contract, agreement or arrangement.

23. ENTIRE AGREEMENT

- 23.1. This Agreement, including all Schedules, constitute the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all proposals, negotiations, understandings, conversations, discussions or agreements between or amongst the Parties relating to the subject matter of this Agreement (except in the case of any fraudulent misrepresentations). No terms, provisions or conditions of any purchase order, acknowledgement or

other business form (other than terms agreed in accordance with the Variation Procedure) that the BID Company may use in connection with the provision of Services will have any effect on the rights, duties or obligations of the Parties hereunder, or otherwise modify this Agreement.

- 23.2. In the event of conflict between the provisions of this Agreement and the Funding Agreement, the provisions of the Funding Agreement will prevail.

24. SEVERABILITY

- 24.1. Each of the provisions contained in this Agreement shall be construed as independent of every other such provision, so that if any provision of this Agreement shall be determined by any court or competent authority to be illegal, invalid and/or unenforceable then such determination shall not affect any other provision of this Agreement, all of which other provisions shall remain in full force and effect.
- 24.2. If any provision of this Agreement shall be determined to be illegal, invalid and/or unenforceable, but would be legal, valid and enforceable if amended, the Parties shall consult together in good faith and agree the scope and extent of any modification or amendment necessary to render the provision legal, valid and enforceable and so as to give effect as far as possible to the intention of the Parties as recorded in this Agreement. If this cannot be achieved, either through failure to reach agreement or because (in the reasonable opinion of either Party) the effect of such a declaration is to defeat the original intention of the Parties in a material respect, then either Party may terminate this Agreement by giving 30 days' notice of termination to the other Party.

25. ASSIGNMENT AND SUB CONTRACTING

- 25.1. Neither of the Parties shall assign, sub-contract nor transfer any of their respective rights or obligations under this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).

26. THIRD PARTY RIGHTS

- 26.1. Only the Parties may enforce the terms of this Agreement subject to and in accordance with this Agreement.
- 26.2. No term of this Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a Party to this Agreement and the provisions and effect of the Contracts (Rights of Third Parties) Act 1999 is hereby excluded from this Agreement.

26.3. It is expressly agreed that the Parties to this Agreement may by agreement rescind or vary this Agreement or any term of this Agreement without the consent of any person who has a right to enforce this Agreement or the term in question, notwithstanding that such rescission or variation may extinguish or alter that person's entitlement under that right.

27. COUNTERPARTS

27.1. This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart.

28. LAW

28.1. This Agreement shall be governed by and construed in accordance with English Law and the Parties hereby irrevocably agree to submit to the exclusive jurisdiction of the English courts for all matters relating to, connected with and/or arising out of this Agreement.

28.2. Neither Party will make (or attempt to make) any claim or take any action which conflicts with or is inconsistent with any of the provisions of this Clause 28.

AS WITNESS the hands of the duly authorised representatives of the Parties the day and year first before written.

SIGNED BY.....[print name]
Duly authorised on behalf of the BID Company

SIGNED BY.....[print name]
Duly authorised on behalf of the Council

Schedule I The BID Area



BID Boundary Map

The Plymouth BID will encompass the pedestrianised shopping area, Drake Circus and some properties located to the south of Royal Parade including all or part of:

Armada Way
Bretonside
Catherine Street
Charles Cross
Charles Street
Cobourg Street
Colin Campbell Court

Cornwall Street
Courtenay Street
Derry's Cross
Eastlake Street
Exeter Street
Frankfort Gate
Kinterbury Street

Market Avenue
Market Way
Mayflower Street
Money Centre Precinct
New George Street
Old George Street

Old Town Street
Raleigh Street
Royal Parade
St Andrew's Cross
Union Street
Western Approach

Schedule 2

The BID Proposals

The **BID** proposals can be found on the **City Centre Company** website at:
www.citycentrebid.co.uk

**Schedule 3
The Baseline Services**

SAFETY -

Closed Circuit Television

STATUTORY -

**Strategic Planning &
Infrastructure**

CLEANLINESS-

**Street Cleansing Service
Trade Waste Collections
Gully Cleansing
Graffiti and Fly-posting
Removal**

MAINTENANCE -

**Highway Maintenance and
management
Trees and Landscape
Grounds Maintenance (inc.
weed spraying)**

PROMOTION-

Marketing & Events

OTHER SERVICES -

Car Parking

Schedule 4

The Support Services

Introduction

The Council currently provides a range of support services to its City Centre Company Ltd Management Team (“the City Centre Management Team”). As part of its contractual commitment to the BID, the Council will continue to provide (as a minimum) the existing (2019-20) levels of support services to the City Centre Management Team throughout the lifetime of the BID (2020-2025).

City Centre Management Team

The City Centre Management Team currently consists of 2 full-time staff: Chief Executive/City Centre Manager, Events and Marketing Manager and one part-time street host.

In addition, a number of Council staff are part funded by the BID and contribute to the BID objectives. These are:

Economy, Partnerships and Regeneration Manager

Visitor, Marketing and Events Manager

BID Technical Officer

BID Street Operations Manager

4 Marketing Officers

5 Events Officers

1 Digital Officer

1 Marketing and Events apprentice

Support Services

The existing support services are listed below, along with their baseline standards and levels that the Council will provide the City Centre Management Team throughout the lifetime of the BID. The minimum level of support services will be the levels at which those support services were provided to the City Centre Management Team in the financial year 2019/ 2020.

Human Resources

The Council will continue to provide the following to the City Centre Management Team:

HR Advisory service: General HR guidance. If specialist HR advice is required, work will be scoped and costs determined on a case by case basis.

Policies: Access to Council Policies are available. These policies may be used as guidance only and do not form part of any formal management arrangements with Plymouth City Council.

ICT

The Council (via DELT) will provide ICT support to the City Centre Management Team commensurate with the level of service required and funded, and in line with the policies and procedures prevailing at any given time.

The service expected to be delivered supports the following functional areas i.e. telephone, PCs, network access, Internet access, software and any associated peripheral devices. Any faults or work requests will be managed under the same procedures as operated by the Council as a whole.

Office Accommodation

The Council will provide the City Centre Management Team with adequate office accommodation. This office accommodation will be in a centrally situated location, within a 10-minute walk of the BID area. The office should provide each of the staff with a standard work station and paper filing facilities within the 'hot desk' arrangements. The standard concierge services will be provided which include access to meeting rooms and a booking facility, visitor reception services etc.

Administration

The Council will continue to provide the City Centre Management Team with photocopying, stamps, telephone costs, stationery and all other reasonable administration costs associated with managing the City Centre. The Council will continue to pay the rental, heat, light, power and telephone costs associated with the City Centre Management Team.

Business Rate Levy Collection / Postage

The collection of the supplementary business rates for the BID levy will be done by the Council's business rates team which is part of the transaction centre under the Head of Partnerships and Operations within Finance. This will include the following:

- Updating the NDR business rates system for amounts due from City Centre businesses for BID levy amounts each year of the BID period
- Sending out BID levy bills at the start of each financial year
- Liaising with the management accountants for the City Centre Company regarding forecast collection rates etc on a monthly basis
- Taking appropriate recovery action for non-payment in line with the Council's policy for non-payment of standard business rates

- Postage of bills and reminders, and standard mailshots (if levels of use are significantly above 2019/20 levels this will need to be reconsidered)

Cost: The Council will cover the costs of billing, collection and enforcement for the City Centre BID Levy, including meeting any Court costs, to a maximum of £9,000 per annum. However, if the cost exceeds £9,000 per annum the Company will contribute towards the additional costs

Banking

The Council will provide access to financial systems to enable the BID Company to make payments to creditors and staff, produce remittance advices and raise invoices to debtors.

Payment Authorisation

BID Company operations staff will have authority to place orders on the BID Company's behalf up to the level designated by the BID Company's Board. Orders above those limits will need to be agreed in advance by an appropriate board member with appropriate documentation i.e. signed letter, e-mail, etc, and held as a record. The Council's ordering system does not allow different authority levels for different groups of accounts, however the requirement mentioned above and a monthly exception report for the board's finance group will regulate the levels of orders being raised.

Accountancy and Audit Support

Services to be provided by Plymouth City Council Accountants:

Monthly

- Management accountancy statement including comparison of original forecasts to monthly profiled budgets and actuals.
- Production of a summary monthly financial statement for the Company Board in an agreed format between the parties.
- Reconciliation of financial system control accounts.
- Bank reconciliation.

Quarterly

- Completion of VAT return within three weeks of quarter end, and then submission by deadline.

Annually

- Production of trial balance including accruals etc.

- Liaising with external accountants and auditors to assist in production of Statement of Accounts and subsequent audit.
- Assisting in the production of an annual budget/cashflow forecast and five year forecast to supplement the BID Business Plan.

Ad hoc

- Support in costing of future City Centre Company Events.
- Training of up to an hour for City Centre Company staff and associated staff to enable self-service of the financial systems.
- Advice on VAT issues - complex ones may need to be referred to an external advisor which may incur an extra cost, depending on the complexity.
- Maintenance of finance coding system within the Civica financial system (changes to another system unless forced by Council issues would be an additional cost).

Annual Payments from PCC to PCCC from 1 April 2020/21 to 31 March 2025

The following annual payments will be made from the Plymouth City Council to Plymouth City Centre Company.

Annual Payments from PCC to PCCC:

BID Levy: £17,800

The estimated total amount of income (from BID Levy payments) to the City Council is approximately £450,000 per annum (this is a projected figure based on information at time of going to BID ballot and is subject to change). All of this income shall be paid over to the City Centre Company in line with existing arrangements.

Note: The total of £450,000 includes BID Levy payments paid by PCC for various PCC properties across the City Centre: circa projected £22,675/annum (current 2019/2020 estimate).

Street Trading: £60,000

Note: PCC is responsible for managing Street Trading activity within the City Centre BID area, with an agreed surplus of a minimum of £60k generated from street trading, café licences, events, fairs, festivals being transferred from PCC to CCC following the end of each financial year.

Note: This total will be reviewed in October every year (mid financial year) to assess whether the city centre spaces are generating sufficient income and projected income to the end of the financial year i.e. £80k surplus in total. If this is not the case, the City Council will negotiate with CCC to ensure that sufficient space for commercial bookings is made available by CCC and can be used to generate the 60K surplus that must be achieved by PCC for the CCC.

Christmas Lights Contribution: £37,500

Total: £115,300

Requirements from City Centre Company:

Monthly

- Monthly meeting with accountancy staff at least 5 days in advance of deadline for production of Management Accounts.
- An appropriate company officer to take responsibility for all budget profiles.
- An appropriate company officer to provide responses to transaction enquiries within 3 working days and to sign off the monthly bank account reconciliation within one month of completion/period.

Quarterly

Meeting with accountancy staff to refresh annual budget and future budget forecasts
Quarterly meeting with accountant to refresh the cash flow statement.
Availability of authorised company officer for signing of VAT return at least 2 working days before deadline submission.

Annually

Appropriate staff to be available during the month following year end to resolve financial issues in preparing the annual accounts.
Company staff to respond to external accountant / audit queries within a week of being raised.

Ad hoc

Routine company finance issues to be raised initially with Company or Directorate Admin staff in advance of involving accountancy staff.

Business and Performance Team

The Council's Business and Performance Team will continue to provide the City Centre Management Team with the full range and level of services currently provided. This includes assistance/ advice with website development and maintenance; publications, image and internal Council communications; loan of all available equipment e.g. cameras, digital projector, laptop.

Additional Support Service

Support from Economy, Partnerships and Regeneration Manager

Plymouth City Council will deploy an Economy, Partnerships and Regeneration Manager to support the City Centre Company for an average of 1 day per week. It is expected

that there will be peaks and troughs in the work so this will be averaged out over the year. In the event the work exceeds more than 50 days per year, Plymouth City Council will absorb this cost.

The post is currently filled by Patrick Knight, who has substantial experience of BIDs and the City Council. In the event that Patrick leaves the post, we will be happy to review this arrangement

The scope of the support will include:

- Helping the City Centre Company review progress against delivery of the business plan. This will be undertaken every quarter.
- Providing an independent oversight from a third party (the Council) on the City Centre Company's finances and ensuring budgets are adhered too. If in the event there is a substantial variation from the planned budgets (variation by more than 10%) and it is believed to threaten the financial standing of the City Centre Company, the Economy, Partnerships and Regeneration Manager will in the first instance raise this with the Chair and the City Centre Manager.
- To help secure external grant funding, to support the City Centre Company. This includes providing updates on grant funding availability, support with grant applications.
- Ensuring that the City Centre Company is kept abreast of Council economic development and regeneration projects including, inward investment, major projects (e.g. National Marine Park).
- To provide the main interface between Council and City Centre Company. The Economy, Partnerships and Regeneration Manager will act as the navigator to council processes and systems on behalf of the City Centre Company. This will include support with any Council governance.
- It is envisaged that the Economy, Partnerships and Regeneration Manager will also assist the Plymouth Waterfront Partnership with its BID renewal and act in a similar manner as the interface and navigator of the Council's services. PCC would look to treat the two BIDs equally in terms of support.
- We would look to integrate annual targets in the Economy, Partnerships and Regeneration Manager's appraisal which support the City Centre Company.

Cost: £20,000 per annum

This arrangement will be reviewed annually.

Annual Payments from PCCC to PCC from 1 April 2020/21 to 31 March 2025

The following annual payments will be made from the Plymouth City Centre Company to Plymouth City Council (Note: Need to confirm, once BID Business Plan 2020-25 has been finalised):

Street Cleaning: £29,000

Jigsaw Garden annual maintenance: £1,700

Seagull egg replacement contribution: £5,000

Trade Waste recycling: £12,600

PCC advertising and publicity: £33,000

PCC visitor and events team staffing: £62,000

Economic Development Support contribution: £20,000 (as outlined above)

Total: £163,300

Note: PCCC is committed to also contribute £50,000 a year to Destination Plymouth.

Schedule 5

The Service Improvement Arrangements (including the Service Specification Process)

As a part of the arrangements entered into by the Council and the BID Company for the delivery of the BID Arrangements, the Parties have signified their commitment to a continuous improvement in services within the BID Area.

This schedule sets out the framework under which continuous improvement is to be achieved.

It is intended to apply to all services in the BID Area, but specifically it will apply to the following;

- Baseline Services
- Estate Management Services
- Support Services
- New Services
- BID Performance Criteria

I. Service Specification Process

In respect of each of the Baseline Services, Estate Management Services, Support Services and the New Services the Council will prepare a service specification in the form of the service specification pro forma annexed.

The service specification shall be prepared, initially in draft by the Council, and agreed with the BID Company, and the final agreed service specification shall then be held together with other, already agreed service specifications. Service specifications for services provided as at the Effective Date shall be agreed within three months of the Effective Date. For New Services, the Parties intend that the Service Specification Process will be combined with the introduction of the service under the Variation Procedure, but in the event that it is not, a service specification for the service will be drafted and agreed in accordance with arrangements set out in this Schedule.

The Parties intend that the services shall be output, rather than input based, and the service specifications shall reflect that intention.

The Parties intend the performance of the services shall be measured against agreed targets and performance criteria. The criteria to be used in respect of any particular service shall be agreed between the Parties, but shall include such best value performance indicators as are applicable to the service in question, together with

general best value indicators, as well as any indicators which are specific to the services as they are provided within the BID Area.

Service Improvement Arrangements

The Service Improvement Arrangements are to operate at three levels;

1. Service level reviews – are intended to provide a process by which the performance of the services is regularly monitored so that corrective action may be taken if there is a concern that performance in accordance with the service specification is not being maintained.
2. Service improvement reviews – are intended to be reviews applicable to all of the services provided under this Agreement, under which the Council and the BID Company will jointly review the services provided in the BID Area in order to identify any possibility of improvement. Not all services will be reviewed annually, but a proportion of the services to be reviewed will be agreed, so that over a series of annual reviews over the duration of the Agreement all services will have been subjected to at least one review.
3. BID objective reviews – in which the Council and the BID Company review the performance of the BID Company against the BID Performance Indicators.

1. Service level reviews

The Council will monitor and record, on a monthly basis, their performance against the targets set under the Service Specification Process, for each of the Baseline Services, the Estate Management Services, the Support Services and the News Services. Without prejudice to any action the BID Company may wish to take in respect of the information thus obtained, the Council may, at its discretion discuss the performance of a service with the BID Company and agree or use this agreement to effect improvements to the service.

The BID Company may request the Council to provide them with information relating to the performance of any or all of the services and to convene a meeting or meetings to consider the information obtained by the Council as to performance of a service or services. Where, as a consequence of such meetings the BID Company considers that the Council has persistently failed to perform to the target(s) it may invoke the termination and disagreement procedures set out in this Agreement.

2. Service improvement reviews

Not less than once per calendar year throughout the Term the Parties will meet and review the performance of such of the services provided under this Agreement as are agreed, with a view to identifying any possible service improvement arrangements in respect of individual or all services provided by the Council to the BID Company under this Agreement. The intention of the Parties is that throughout the duration of this

Agreement all services within the BID Area will have been subjected to at least one such review.

Any service improvements identified as a consequence of a service improvement review shall be dealt with in accordance with the Variation Procedures.

3. BID objective reviews

The BID Company will monitor and record their performance against the BID Performance Indicators and not less than once per calendar year throughout the Perms the Parties will meet to consider the performance of the BID Company against those indicators.

If the Council considers it appropriate, it may invoke the procedures outlined in the termination provisions of this Agreement in relation to the performance of the BID Company.

Schedule 6

Funding Agreement

THIS AGREEMENT is made the day of 2020, and made between;

- (1) The Plymouth City Centre Company Limited of Ballard House, West Hoe Road, Plymouth, Devon, PL1 3AE. (“the BID Company”) and
- (2) Plymouth City Council of Ballard House, West Hoe Road, Plymouth, PL1 3AE (“the Council”)
 - (1) The BID Company and the Council have today entered into a concordat and contract for the provision of services with the Plymouth Improvement District (“the BID Contract”).
 - (2) The Council, acting in accordance with its powers and duties under the Local Government 2003 Act (the 2003 Act) will retain and administer the BID Levy in accordance with the 2003 Act and the arrangements recorded in this Agreement.
 - (3) In addition, the Council, acting pursuant to its powers of well-being under Part I Local Government Act 2000, will make available to the BID Company the Additional Funds referred to in this Agreement for the purpose of the implementation of the BID Proposal.

I. DEFINITIONS

Unless the context otherwise requires, words and expressions defined in the BID Contract shall have the same meaning in this Agreement.

- I.1. **“Additional Funds”** means the funds or money payable by the Council to the BID Company in addition to the BID Levy, and which are particularised in paragraph 4 of this Agreement.
- I.2. **“BID Company Cash Flow Forecast”** means an annual calculation and account, prepared by the BID Company in consultation with the Council, which shows the BID Company’s proposed expenditure for each financial year, how the BID Company proposes to use funds made available to it throughout that year, and when those funds are required by the BID Company to permit it to pursue its objectives and implement the BID Arrangements.
- I.3. **“BID Revenue Account”** means the account set up by the Council to receive payment of the BID Levy

- 1.4. **“Commencement Date”** means 1 April 2020
- 1.5. **“Commercial Use Income”** means the net income to the Council (after deduction of associated costs or taxes if any) from the commercial letting of promotion spaces or the letting of fair ride spaces within the BID Area.
- 1.6. **“Duration of the BID Arrangements”** shall be given the meaning provided for in Section 54 of the 2003 Act.
- 1.7. **“First BID Company Cash Flow Forecast”** means the BID Company Cash Flow Forecast for the financial year 1 April 2015 to 31 March 2016.
- 1.8. **“Street Trading Account”** means the account operated by the Council in relation to its functions regarding street trading under the Local Government (Miscellaneous Provisions) Act 1982.

2. ARRANGEMENTS FOR FUNDING OF THE BUSINESS IMPROVEMENT DISTRICT

- 2.1. It is agreed that from the Commencement Date, the Council will provide funds to the BID Company in the nature of the BID Levy and the Additional Funds in accordance with the terms of this Agreement.
- 2.2. The obligation on the Council set out in paragraph 2.1 above will last for the Duration of the BID Arrangement, **PROVIDED** that unless otherwise agreed the obligation to provide the Additional Funds shall not extend beyond 31 March 2025.
- 2.3. For the avoidance of doubt, the Council’s funding obligations in this Agreement replace and override any funding obligations the Council might have in relation to subscriptions under the BID Company’s Articles of Association.

3. THE BID REVENUE ACCOUNT

The arrangements for the operation of the BID Revenue Account and the receipt of payments by the BID Company in respect of the BID Levy are as follows;

- 3.1. The Council will operate and maintain the BID Revenue Account in accordance with the statutory provisions of Section 47 of the Act of 2003.
- 3.2. The BID Company and the Council will co-operate in the annual preparation of the BID Company Cash Flow Forecast and will ensure that the BID Company Cash Flow Forecast for each financial year after the Commencement Date will be agreed between them no later than 3 months before the Commencement Date of such financial year.

- 3.3. The Council will make payments of the BID Levy received and credited to the BID Revenue Account in accordance with the BID Company Cash Flow Forecast.
- 3.4. Where, as a consequence of a failure to pay or delay in the receipt of the BID Levy from those obliged to pay it the Council finds that it has insufficient funds in the BID Revenue Account to make payments to the BID Company as envisaged under 3.3 above, the Council shall not be obliged to make payments to the BID Company from the BID Revenue Account as envisaged by the Cash Flow Forecast unless or until such funds are available. The Council will consider advancing payments to the BID Company in line with the BID Company Cash Flow Forecast provided that it is satisfied that there is sufficient evidence to indicate that BID Levy payments are being made by non-domestic ratepayers within the BID Area.
- 3.5. The Council will enforce the payment of the BID Levy in accordance with the usual procedures adopted by the Council in relation to the payment of non-domestic rates and in line with any guidance provided by HM Government for BID Levy payments including the recovery of costs and charging of interest.

4. ADDITIONAL FUNDS

- 4.1. For the purpose of enabling the BID Company to implement the BID Arrangements and subject to the arrangements set out in the First Cash BID Company Flow Forecast the Council agrees to make payment of the funds detailed below, in accordance with the terms and conditions set out in relation to each.
- 4.2. Payment of the Additional Funds shall be made at such times and in such sum as is detailed in the BID Company Cash Flow Forecast.
- 4.3. **Street Trading Account**
 - 4.3.1. The Council is the local authority for administering Street Trading within the City of Plymouth pursuant to the Local Government (Miscellaneous Provisions) Act 1982.
 - 4.3.2. The Council agrees that it will make payments in respect of its street trading income in the BID Area to the BID Company.
 - 4.3.3. The payments will be made by the Council to the BID Company in two instalments, on or before 31 May and 1 November in each year. Such payments will be equivalent to the net amounts actually received by the

Council for street trading in the BID Area in the 6 month period ending on 31 March and 30 September before each payment date.

- 4.3.4. The Council, by law, is required to use any surplus on its street trading account for the purpose of furthering or benefitting street trading activity within the City. The Council and the BID Company recognise these limits on the ability to use such funds and the Council will not be required to comply with this Agreement where to do so would amount to a breach of this requirement.

4.4. Subscription Fee

- 4.4.1. The Council will pay the Subscription Fee either in accordance with the BID Company Cash Flow Forecast or on 1 April in any year if a date is not stipulated in the BID Company Cash Flow Forecast.

4.5. Commercial Uses Income

- 4.5.1. The Council currently receives the Commercial Use Income and agrees to that it will pay such amount to the BID Company.
- 4.5.2. The payments will be made by the Council to the BID Company in 2 instalments on or before 31 May (“the May Payment”) and 1 November (“the November Payment”) in each year. The May Payment will be an amount based on the anticipated Commercial Use Income from the period from 1 April to 30 September in each financial year and as provided in the BID Company Cash Flow Forecast. The November Payment will be calculated and agreed by the Parties by reviewing the actual Commercial Use Income for the period from 1 April to 30 September in each year and forecasting the expected Commercial Use Income from the period from 1 October to 31 March for the remainder of each financial year.

5. CONFIDENTIAL INFORMATION

- 5.1. Each Party (“the Restricted Party”) shall keep confidential and shall not use for any purposes other than for the purpose of performing any of its rights and/or obligations under this Agreement, nor disclose any information of a confidential nature about the other Party (and/or any members of that Party’s group of companies) or their respective businesses (which includes without limitation BID Company) information, trade secrets and information of commercial value and/or any matters relating to and /or connect with this Agreement. No information shall be subject to the restrictions against disclosure under this Agreement to the extent that it:

- 5.1.1. is or becomes public knowledge otherwise than through the default on the part of the Restricted Party or any of its directors, officers, agents or employees;
- 5.1.2. is compelled by law, by the rules or requirements of the London Stock Exchange, by any other relevant regulatory activity, by any court of competent jurisdiction and/or required by the professional advisors of either party hereto. If the Restricted Party determines that it is or may be required to make any disclosure by reason of the matters described in this clause 5.1.2, the Restricted Party shall co-operate with the other Party hereto in taking such steps as the other party hereto may reasonably require for the purposes of preventing or restricting such disclosure or maintaining the confidentiality of the information so disclosed;
- 5.1.3. is already lawfully in the possession of the Restricted Party prior to its disclosure by the restricted Party (provided that the source of such information was not subject to any agreement or other duties relating to confidentiality in respect thereof) and is or becomes free from any restriction on its subsequent disclosure or use by the Restricted Party; or
- 5.1.4. is disclosed to the Restricted Party's employees, agents or professional advisers where it is reasonably necessary or desirable to enable the Restricted Party to comply with this Agreement and before the disclosure takes place the Restricted Party makes such employees, agents or professional advisers aware of its obligations and confidentiality under this Agreement and at all times procures compliance by such employees, agents and professional advisers therewith;
- 5.1.5. is made with the express prior written consent of the other Party;
- 5.1.6. is made pursuant to a statutory duty or requirement of the Information Commissioner pursuant to the Freedom of Information Act 2000; or
- 5.1.7. is disclosed by the BID Company to any of its members when reporting to such members about the activities and operation of the BID Company.
- 5.2. Each Party agrees that this Clause 5 shall survive the termination of this Agreement, however arising.
- 5.3. Information shall not be exempted under Clause 5.1 under this Agreement by reason that:
 - 5.3.1. some or all of its features (but not the combination and principle thereof) are or become public knowledge or are in the possession of or become available to the Restricted Party as described in Clause 5.1, or

- 5.3.2 such information could be derived or obtained from information which is or becomes public knowledge or is in the possession of or become available to the Restricted Party as described in Clause 5.1 if to obtain or derive it would require substantial skill, labour or expense.

6. TERMINATION

- 6.1. The Council may terminate this Agreement upon giving six months' notice in writing, to expire at any time, if the BID Company goes into liquidation, either compulsorily or voluntarily (apart from a solvent liquidation for the purposes of reconstruction or amalgamation) or if a receiver, administrator or administrative receiver is appointed in respect of the business or all or any part of its creditors generally or shall commit any similar act or suffer any similar event as a consequence of debt.
- 6.2. Termination of the BID Contract shall entitle the Council to cease to make payments for street trading and/or Commercial Use Income but all other obligations of the Council under this Agreement shall remain in force until this Agreement is terminated in accordance with its terms.

7. DISAGREEMENTS

- 7.1. Where the Parties are in disagreement as to the terms or provisions of this Agreement they shall use their best efforts to resolve the disagreement through amicable discussions and consultation.
- 7.2. In the event that, following attempts at resolving the issue by amicable discussion and consultation, either Party believes that a disagreement is not capable of being resolved, that Party may serve written notice on the other requesting that the matter be submitted to formal mediation in accordance with Clause 8.

8. MEDIATION

- 8.1. An independent mediator will be appointed by agreement between the Parties or failing such agreement within 1 week of one of the Parties first proposing a particular mediator than either Party may apply to the Centre for Dispute Resolution, International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1 EU for the appointment of such independent mediator.

9. MODIFICATION OF AGREEMENT

- 9.1. This Agreement may not be modified, supplemented, or amended or default hereunder waived except upon the execution and delivery of a written agreement signed by the authorised representative of each Party.

10. ENTIRE AGREEMENT

- 10.1. This Agreement, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all proposals, negotiations, understandings, conversations, discussions or agreements between or amongst the Parties relating to the subject matter of this Agreement (except in the case of any fraudulent misrepresentations). No terms, provisions or conditions will have any effect on the rights, duties, or obligations of the Parties hereunder or otherwise modify this Agreement.

11. SEVERABILITY

- 11.1. Each of the provisions contained in this Agreement shall be construed as independent of every other such provision, so that if any provision of this Agreement shall be determined by any court or competent authority to be illegal, invalid and/or unenforceable then such determination shall not affect any other provisions of this Agreement, all of which other provisions shall remain in full force and effect.
- 11.2. If any provision of this Agreement shall be determined to be illegal, invalid, and/or unenforceable, but would be legal, valid and enforceable if amended, the Parties shall consult together in good faith and agree the scope and extent of any modification or amendment necessary to render the provision legal, valid and enforceable and so as to give effect as far as possible to the intention of the Parties as recorded in this Agreement. If this cannot be achieved, either through failure to reach agreement or because (in the reasonable opinion of either Party) the effect of such a declaration is to defeat the original intention of the Parties in a material respect, then either Party may terminate this Agreement by giving 30 days' notice of termination to the other Party.

12. ASSIGNMENT AND SUB CONTRACTING

- 12.1. Neither of the Parties shall assign, sub-contract or transfer any of their respective rights or obligations under this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed)

13. THIRD PARTY RIGHTS

- 13.1. Only the Parties may enforce the terms of this Agreement subject to and in accordance with this Agreement.
- 13.2. No terms of this Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a Party to this Agreement and the

provisions and effect of the Contracts (Rights of Third Parties) Act 1999 is hereby excluded from this Agreement.

13.3. It is expressly agreed that the Parties to this Agreement may be agreement rescind or vary this Agreement or any term of this Agreement without the consent of any person who has a right to enforce this Agreement or the term in question, notwithstanding that such rescission or variation may extinguish or alter that person’s entitlement under that right.

14. LAW

14.1. This Agreement shall be governed by and construed in accordance with English Law and the Parties hereby irrevocably agree to submit to the exclusive jurisdiction of the English courts for all matters relating to, connected with and/or arising out of this Agreement.

14.2. Neither Party will make (or attempt to make) any claim or take any action which conflicts with or is inconsistent with any of the provisions of this Clause 14.

SIGNED BY (print name)
Duly authorised on behalf of the BID Company

SIGNATURE.....

SIGNED BY (print name)
Duly authorised on behalf of the Council

SIGNATURE.....

CAR PARKING**Baseline Activity: -**

Car park provision, management and enforcement of traffic orders

Head of Service:- Mike Artherton

Date: - January 2020

Service Detail:-

Service comprises of 70 FTE

The following car parks reside within the proposed boundary, which are managed by the parking service, within Plymouth Transport and Highways:-

Car Park	Type	PCC Budget Allocated to Asset*	Other Information
Colin Campbell Court	Pay and Display	£79,340	
Mayflower West	Pay and Display	£48,322	
Mayflower East	Pay on Foot	£108,486	
Theatre Royal	Pay on Foot	£171,053	
St Andrews Street	Pay and Display	£11,426	
Guildhall	Pay and Display	£25,165	
Courtenay Street	Pay and Display	£19,698	
Woolworths East	Pay and Display	£15,935	
Woolworths West	Pay and Display	£11,426	
Mayflower House Court	Pay and Display	£27,084	
Regent Street	Pay on Foot	£72,967	
Derry's Cross	Pay and Display	£27,688	

*19/20 Budget figures (expenditure) include NNDR and energy costs which may change favourably or adversely, at any time.

SAFETY - Final**Closed Circuit Television (CCTV)**

Head of Service: Mike Artherton

Date: Jan 2020

Baseline Activity:-

Operation, management and maintenance of city wide CCTV surveillance system and support for the Plymouth Against Retail Crime (PARC) scheme.

Service Detail:-

Service comprises of 24 hour operation and surveillance of the CCTV cameras in Plymouth, which incorporates the City Centre BID area.

This service also acts a communication hub for retail and night time economy hosting the Stornet and Nitenet radio network and provides accommodation, under a lease, for Plymouth Against Retail Crime (PARC).

The following cameras are within the BID boundary, managed by Plymouth Highways:-

Location	Number of Static Cameras
CCTV Office	4
Charles St	1
Colin Campbell Court	2
Cornwall St	5
Courtenay St Car Park	1
Derry's Cross (above Theatre)	1
Frankfort Gate	2
Harwell Court	1
Market Avenue	2
Mayflower St East Car Park	15
Mayflower House Court Car Park	0
Mayflower St West Car Park	5
Mayflower St	2
New George St	3
Old Town St	1
Place de Brest	2
Regent St Car Park	19
Royal Parade	2

St Andrews Cross	1
Sundial	3
Theatre Royal Car Park	37
Union Street /Derrys Cross Junction	1

Location	Number of Static Cameras
Western Approach / Frankfort Gate	1
Western Approach Car Park	60
Woolworths East	1
Woolworths West	1

Apportioning the budgets with the CCTV control centre equates to an annual spend of £68,128 towards the operation of the BID area CCTV cameras and system.

Please note that CCTV is subject to extensive legislation and law, the Council may have to make changes to the system, including the BID area, to ensure compliance to relevant legislation and law.

Street Cleansing Service

Service Director: Philip Robinson
Street Services
February 2020

Service provided within agreement	All streets in the City Centre BID area are cleansed daily, seven days a week, inclusive of Bank Holidays (with the exception of Christmas Day and New Year's Day).
Specification	<ul style="list-style-type: none"> • Litter bins are emptied to ensure contained waste at all times, schedules will adjust according to demand from footfall. Litter bins will be cleansed on a rotational basis including inside carcass, aperture lips and stub plates. • Recycling "on the go" will be enabled in key locations • Drug related and other potentially hazardous cleansing works will be treated as a matter of priority i.e. urgent works This will be communicated through direct reporting to meet a target 2 working hours response. • Sufficient number of suitably trained specialists to enable and maintain mechanical sweeping and other specialist vehicle/equipment deployments. • A mix of mechanical and manual methods of cleansing will be deployed across the area to achieve agreed standards with associated vehicle and plant (specialist and multi-purpose) • Specific weekly 'Hot Wash' cycle for pedestrian areas, giving focus to hotspot areas of the BID area with concentrated number of food outlets. • Cleansing works will be delivered taking account safety and access across 7 days per week. <p>Additional pay per use services available. Quote to be provided within 2 working days, to include:</p> <ul style="list-style-type: none"> • Power washing • Additional mechanical sweeping • Additional manual cleansing • Additional waste bin provision • Cleaning after events (for cleaning over and above standard service) <p>Note: Plymouth City Council reserve the right to revise service provision as required, in order to maintain its financial sustainability. Changes to service provision will not affect the overall standard of cleanliness within the BID area.</p>

Performance measure	<p>Visual inspections will be undertaken by relevant PCC staff, focusing on different areas and aspects each day to provide a broad and timely inspection regime of the BID area.</p> <p>Formal inspections on the Grades of Cleanliness (as defined in the original Code of practice on Litter and Refuse issued under Section 89 (7) of the Environmental Protection Act 1990) will be undertaken in line with the APSE Performance Standard reporting periods. This will be fed back. The target Grade to be achieved is A to B.</p>
Non-compliance procedure	<p>Formal monitoring arrangements will be developed in line with APSE or other relevant performance frameworks.</p> <p>Exception reporting to the BID and PCC joint meetings e.g. formal inspection results (C or D) will prompt remedial works and will form part of reporting through formal SLA monitoring and review.</p> <p>Business and residential feedback will be used to shape future service improvements, the SLA and any additional funding.</p> <p>PCC and the BID will work in partnership to implement measures to tackle the causes of street litter such as un-containerised business waste and litter arising from the activities of commercial and retail premises as set out in the Environmental Protection Act 1990 and the Clean Neighbourhoods and Environment Act 2005.</p>
Existing value of service	<p>Current provision within the BID area is estimated to be £500,000 per annum.</p> <p>All cleansing staff will work under the supervision of PCC Street Scene & Waste.</p> <p>Operations and planning will be discussed through regular liaison.</p>
Boundary area	City Centre Business Improvement District area

Graffiti and Fly-posting Removal

Service Director: Philip Robinson
Street Services
February 2020

Service provided within agreement	<p>Active monitoring will be undertaken by operational teams to remove graffiti and fly posting on PCC owned and maintained litter bins, street furniture and public conveniences. This is operated over 7 days excluding bank holidays.</p> <ul style="list-style-type: none"> • Offensive graffiti to be removed as a priority and within 1 day of report. • Removal of reported fly posting will be within 2 days of report. • Sufficient and suitably trained staff, equipment and materials for deployment to reach and remove graffiti or make good surfaces. <p>Removal of graffiti on private/other land buildings or property can be arranged - pay per use service as per current charging schedule.</p> <ul style="list-style-type: none"> • Work completed within 48hrs of receiving official order to complete (practicalities permitted e.g. customer, access, weather and conditions). • Disclaimer against damage will be required prior to commencement of work.
Performance measure	Active monitoring will be undertaken by relevant PCC staff.
Non-compliance procedure	<p>Formal monitoring arrangements will be developed in line with APSE or other relevant performance frameworks.</p> <p>Exception reporting to the BID and PCC joint meetings.</p>
Existing value of service	This work is undertaken by staff within the Street Scene and Waste service of the Place directorate.
Boundary area	City Centre Business Improvement District area.
Proposed BID additional activity	N/A
Cost of BID additional activity	N/A

Weed control

Service Director: Philip Robinson
Street Services
February 2020

Service provided within agreement	Weed control of hard surfacing under PCC ownership within the BID area.
Specification	<p>Effective weed control of hard surface weeds will be undertaken with a mix of methods from manual and mechanical removal as well as herbicide treatments followed by mechanical sweeping to remove die-back.</p> <p>Sufficient and suitably trained staff, equipment and materials for deployment in order to safely and effectively deliver weed control regime.</p>
Performance measure	<p>Inspections will be undertaken by the relevant PCC staff focusing on different areas and aspects each day to provide a broad and timely inspection regime of the BID area.</p> <p>Formal inspections will comprise of street cleanliness (litter & detritus) and the presence of hard-surface weeds in line with the street cleanliness SLA and current APSE grading. These will be graded A to D, each grade indicating a performance standard relating to the nature of the element inspected. In general grades A and B indicate an 'acceptable' standard, whilst C and D indicate an 'unacceptable' standard. APSE Performance Standard reporting periods (currently bi monthly).</p>
Non-compliance procedure	<p>Formal monitoring arrangements will be developed in line with APSE or other relevant performance frameworks.</p> <p>Exception reporting to the BID and PCC joint meetings.</p>
Existing value of service	Unable to cost without linear metre length of road or path.
Boundary area	Entire BID area
Proposed BID additional activity	N/A
Cost of BID additional activity	N/A

Trees and Landscape

Service Director: Philip Robinson
Street Services
February 2020

<p>Service provided within agreement</p>	<p>Maintenance of all PCC owned open spaces including the following parts:</p> <ul style="list-style-type: none"> • Flower beds • Shrub beds • Planted areas • Grass areas • Trees • Playground • Wildflower areas <p>Sufficient and suitably trained staff, equipment and materials for deployment to reach and remove graffiti or make good surfaces. 2 gardeners or equivalent FTE to cover the BID area.</p>
<p>Specification</p>	<p>Planting should be of a good quality and fill the entire beds. Empty gaps are replanted on a phased programme.</p> <ul style="list-style-type: none"> • Maintain any Council owned trees, hanging baskets and planters on the highway and Council property throughout the area. • All street trees in the area are inspected and pruned, where required. (Managed under our risk management process). Prioritisation agreed in consultation with the City Centre Company. • Trees in parks and open spaces are only pruned, or other works carried out, if potentially they are hazardous and according to the risk. • Beds should be free from litter and weeds. • Grass areas to be maintained throughout the season (March – October).
<p>Performance measure</p>	<p>In accordance with the specification, Street Services will ensure:</p> <ul style="list-style-type: none"> • Maintenance of shrub beds and rockeries-weed free, removal of dead and damaged growth and litter free. <p>(Alternative planting can be accommodated at additional cost – see below)</p> <ul style="list-style-type: none"> • Maintenance of planters - watered and weed free. • Maintenance of grass areas – grass cut, litter free and edged.

	<ul style="list-style-type: none"> • Maintenance of trees – removal of dead or damaged wood, removal of suckers and stakes and ties checked on young trees.(£7,140 per year) • Maintenance of playgrounds – sweep, litter free and equipment inspected to ensure safety. • Maintenance of hedges – kept tidy, bases free of litter. • Promotion of sponsorship opportunities, to enhance planting schemes. • The Council will meet the standards of previous ENCAM survey and meet or improve on National Average – see table below.
Non-compliance procedure	<p>Monitoring under cleansing and other environmental quality standards will be measured through regular inspection by relevant BID and PCC staff and through business and residential feedback.</p> <p>Any failure to maintain acceptable standards will be escalated to the Head of Service.</p> <p>Formal monitoring arrangements will be developed in line with APSE or other relevant performance frameworks.</p> <p>Exception reporting to the BID and PCC joint meetings</p>
Existing value of service	<p>Appropriate apportionment methods have been used to calculate budget for this area, taking into account anticipated reduction in overall resources available to the Local Authority – budget has been calculated at £58,140.</p>
Boundary area	<p>City Centre Business Improvement District area.</p>
Proposed BID additional activity	<p>Jigsaw Garden Maintenance</p> <p>Additional landscaping improvement projects will require initial funds + additional BID funds. Specific schemes will require separate pricing.</p>
Cost of BID additional activity	<p>Jigsaw garden maintenance = £1,820</p> <p>Additional landscaping schemes as required.</p>

Element	Plymouth BID ENCAM result 2013	National LEQSE
Litter	+4	+2
Maintenance	+3	+1

SQI Score Range	Rating
-8 to -5	Poor
-4 to -1	Unsatisfactory
+1 to +4	Satisfactory
+5 to +8	Good

MAINTENANCE**Highway maintenance and management**

Head of Service: Adrian Trim

Date: January 2020

<p>Service provided within agreement</p>	<p>All services are provided on a needs led basis, i.e. staff, plant, labour etc. will be commensurate with the work in hand at any particular time.</p> <p>In line with Plymouth Highways responsibilities and remit, this agreement covers those assets Highways Maintainable at Public Expense (HMPE), as shown in Appendix I.</p> <p>Plymouth Highways, the partnership between Plymouth City Council and SWH Ltd, is responsible for the design, implementation, operation and maintenance of:</p> <ul style="list-style-type: none"> • Roads and footways • Road markings • Bollards • Street Lighting & CCTV • Traffic Signals and Pedestrian Crossings • Pedestrian guard rails • Restraint Barriers (crash barriers) • Bridges and other highway structures, e.g. retaining walls • Permanent road signs (regulatory and direction signs) • Road gullies and highway drainage • Other street furniture e.g. seating, planters etc. • Winter Service (gritting, snow clearance etc.) <p>Note that maintenance of grass verges, trees, graffiti removal and other soft estate forming part of the public highway is undertaken by PCC Street Scene and Waste Section.</p>
<p>Specification</p>	<p>Safety Defects and Safety Inspections</p> <p>Safety defects are those defects specified within the Highways Safety Inspection Manual. The principle purpose of a Highways Safety Inspection is:</p> <ul style="list-style-type: none"> • To meet the statutory obligation of Plymouth City Council to maintain the highway in a safe condition; • To identify defects that are likely to create a danger or serious inconvenience to highway users or the wider community; • To determine the degree and timing of repairs;

- To provide condition data of the network for better application of Asset Management principles;
- To assist in the ongoing management of the highway network and future maintenance programmes;
- To provide a defence against claims relating to the highway.

The safety inspection regime uses a risk assessment process as recommended in “Well Managed Highway Infrastructure: A Code of Practice” (NCoP) to determine the degree to which a highway defect will potentially impact upon highway users, measured against defined investigatory criteria.

A defect must first meet the investigatory criteria defined in Appendix I of the Highways Safety Inspection Manual before an assessment is carried out to define an appropriate response from “immediate” to “no further action” as detailed in Table 1.0 below.

Table 1 – Risk Matrix

		PROBABILITY / LIKELIHOOD OF INTERACTION WITH				
		Rare (1)	Unlikely (2)	Possible (3)	Likely (4)	Almost Certain
IMPACT	None (1)	1	2	3	4	5
	Negligible (2)	2	4	6	8	10
	Minor (3)	3	6	9	12	15
	Moderate (4)	4	8	12	16	20
	Significant (5)	5	10	15	20	25
	Threat to Life	Emergency - make safe or repair within 2 hours				

Priority 4 (Low Risk) Consider an appropriate response including no further action/monitor	Priority 3 (Medium Risk) Repair within 28 calendar days	Priority 2 (Medium-High Risk) Make safe or repair within 5 working days	Priority 1 (High Risk) Make safe or repair by end of next working day
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Note: “Working day(s)” is taken throughout this document to exclude weekends, public holidays and periods of specified shutdown as necessary.

Safety inspections will be undertaken on the following asset groups based upon the maintenance hierarchies as defined in Table 2, 3 & 4.

Carriageway:

Table 2 - Carriageway Hierarchy

Category	Hierarchy Description	Type of Road	General Description
1	Motorway	Limited access motorway	regulations apply Note: PCC hold no responsibility for any category 1 Carriageways which are maintained by Highways England
2	Strategic Route	Trunk and some Principal "A" roads	between Primary destinations, including Major Road Network
3a	Main Distributor	Major Urban Network and inter-primary Links.	Short-medium distance traffic
3b	Secondary Distributor	Classified Roads (B and C class) and unclassified urban bus routes	carrying local traffic with frontage access and frequent junctions
4a	Link Road	Roads linking between the main and secondary distributor Network	with frontage access and frequent junctions
4b	Local Access Road	Roads serving limited numbers of properties	carrying only access traffic

Footway:

Table 3 - Footway Hierarchy

Category	Category Name	Brief Description
1a	Prestige Walking Zone	Prestige Areas in towns and cities
1	Primary Walking Route	Busy urban shopping and business areas, main pedestrian routes linking interchanges between different modes of transport, railways, bus termini, main bus routes etc.
2	Secondary Walking Route	Medium usage routes through local areas feeding into primary routes, local shopping centres, large schools and industrial and commercial centres etc.
3	Link Footway	Linking local access footways through urban areas and busy rural footways
4	Local Access Footway	Footways associated with low usage, short estate roads to the main routes and cul-de-sac.

Cycleway:

Table 4 - Cycle Route Hierarchy

Category	Description
A	Cycle lane-forming part of the carriageway, commonly 1.5 metre strip adjacent to the nearside kerb. Cycle gaps at road closure point (exemptions for cycle access).

B	Cycle track, a route for cyclists not part of, or adjacent to, the public footway, or carriageway, but within the highway boundary. Shared cycle/pedestrian paths, either segregated by a white line or other physical segregation, or un-segregated
C	Cycle trails, leisure routes through open spaces eg parks. Those forming part of the public highway, but not on or adjacent to the metalled highway.

Inspection Frequencies

The frequency of safety inspection assigned to each maintenance category is detailed in Table 5 below.

Table 5 - Safety Inspection Frequency

Feature	Description	Category	Frequency
Carriageways	Strategic Route	2	1 month
	Main Distributor	3a	1 month
	Secondary Distributor	3b	1 month
	Link Road	4a	3 months
	Local Access & Service Lanes	4b	1 year
Footways	Prestige Area		
	Primary Walking Route	1a	1 month
	Secondary Walking Route	1	1 month
	Link Footway	2	3 months
Local Access Footway		3	6 months
		4	1 year
Cycle routes	Part of Carriageway	A	As for carriageways
	Remote from Carriageway	B	As for footways
	Cycle Trails	C	1 year

The majority of the City Centre is considered as part of the Resilient Network and therefore considered as a priority for reactive maintenance and is inspected at the highest frequencies. Inspection frequencies for each of the BID roads are shown in Appendix 2.

	<p>Traffic Signals and Pedestrian Crossings are inspected annually, Street Lighting on a 3 yearly cycle</p> <p>Christmas</p> <p>PCC agrees to provide Christmas Lights on Royal Parade throughout the lifetime of the BID</p> <p>PCC will provide and maintain the infrastructure in the BID Area to support the Christmas Lights.</p>
Performance measure	This will be managed in line with the Term Maintenance Contact (TMC) KPI's
Non-compliance procedure	Issues of non-compliance will be escalated in line with procedures set out within the TMC – Escalation in the first stage is through the Operational Board
Existing value of service	<p>Annual highway maintenance revenue expenditure is used for reactive works to maintain the cities footways and carriageways currently is £1,481,396, which is supported with Capital funding to implement permanent fixes and improvements.</p> <p>Much of the highway maintenance is reactive in nature, consequently expenditure within the BID area will be commensurate with the volume of work undertaken in any given year. The estimated annual cost for providing this service has previously been estimated at £150,000.</p>
Boundary area	City Centre Business Improvement District area
Proposed BID additional activity	N/A.
Cost of BID additional activity	N/A

Licensing and enforcement of street activities/markets

Head of Service: Rachael Hind

Date: January 2020

Service provided within agreement	<p>The Public Protection Service's Licensing unit provides regulation and enforcement of licence conditions and unlicensed activities. Receipt, processing and issuing of licences.</p> <p>Covering:</p> <ul style="list-style-type: none"> • Gambling • Sale of alcohol, regulated entertainment and late night refreshment (Licensing Act 2003) • Lotteries • Sex establishments • Street collections • House to house collections • Scrap metal dealers • Private hire licensing • Hackney carriage licensing • Provision of hackney carriage rank space and regulation of the ranks
Specification	<p>Applications processed and determined in line with various statutory time requirements as in force at the time.</p> <p>Policies reviewed in accordance with statutory requirements, normally every 3 years.</p> <p>Visits to premises undertaken according to risk, local intelligence, performance, local priorities and complaints.</p>
Performance measure	According to statutory time scales
Non-Compliance procedure	
Existing value of service	Not possible to split out
Boundary area	The Whole BID Area
Proposed BID additional activity	N/A

Cost of BID additional activity	N/A
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Marketing (Final)

Head of Service: Amanda Ratsey

Date: January 2020

Services provided within this agreement	<p>This SLA covers baseline marketing services provided by PCC as well as additional marketing services paid for by CCC.</p> <p>As a baseline:</p> <p>PCC will employ an appropriately qualified Marketing and Events (ME) team who will be available to provide marketing support to CCC in line with their contribution.</p> <p>PCC will, in partnership with CCC, PWP and DP, produce an annual marketing plan.</p> <p>PCC will provide a web presence and basic promotional material for Plymouth.</p>
Specification	<p>A key part of this service level agreement will be the annual marketing plan, annual events calendar and project schedule.</p> <p>PCC & CCC agrees to participate in a joint marketing and events sub group which will focus on the yearly planning of our marketing and events but also be in place throughout the year to ensure we maintain, review, manage change and ultimately deliver the plans</p> <p>It will set aims and objectives for the forthcoming year between August and October annually.</p> <p>The schedule below outlines the timescales required for this process:</p> <p>July – first review meeting for marketing/events - review success of current, plan in key dates, suggest new concepts August – Feed draft into PWP/CC boards and PCC lead members/officers for first stage feedback September – second draft prepared, budgets firmed up September – second draft back to boards for approval/PCC October – DP Board approves second draft November – implementation</p> <p>Following this process CCC will meet to agree the scope for activity and subsequently work with PCC to produce commissioning briefs to the ME team for each event specifically in the BID area so that the ME team is able to provide the</p>

	<p>necessary support required to the agreed budget and standards. If no brief is provided the event will not be progressed.</p> <p>The Plymouth City Council Marketing & Events (ME) team will deliver marketing, communications and campaigns to support the CCC Business Plan as part of an annual planning process.</p> <p>As part of the annual rolling marketing plan the ME team will produce assets as agreed during the annual planning process.</p> <p>The ME team will use a designer who will be tendered out on an individual or grouped project basis to ensure best value for money. The VME team will produce consumer-facing assets with the Britain's Ocean City branding and business-to-business assets with CCC branding.</p> <p>Assets will be agreed annually and a schedule provided.</p> <p>The ME team will work with Destination Plymouth to produce an annual rolling marketing plan from 2020 and for the lifetime of the BID up to 2025. The plan will be agreed by the CCC and DP Boards to ensure a consistent approach in line with the Visitor Plan strategy.</p> <p>The ME team will work with Destination Plymouth who will commission a national PR company as part of the rolling annual marketing plan. The company will be tendered out formally and approved by members of the PWP/CCC/PCC and DP Boards to ensure a joined up approach city wide as well as fair representation of each organisations interests. Local PR activities will be agreed annually as part of the marketing plan and delivered by the ME team.</p> <p>Website and digital</p> <p>As part of the annual rolling marketing plan the ME will manage and administer an online presence for Plymouth. The online platform and all consumer digital activities will be branded with the Britain's Ocean City and CCC branding only if appropriate. A schedule of digital activity will form part of the annual marketing plan.</p>
Cost of activity	PCC employ a ME team to cover all marketing and event activities in Plymouth. It is not possible to quantify the cost of the specific baseline services provided to CCC.
Performance measure	As part of the monthly events and marketing subgroup meetings, event aims and objectives will be evaluated in the build up to events and an overall evaluation of each event or activity post event will take place.
Proposed BID additional activity	Marketing of events such as the following will be included up to the limit of budget and staff capacity available annually:

	<p>Signature Events:</p> <ul style="list-style-type: none"> • Flavour Fest • Plymouth Summer of Fun • West End Carnival <p>Christmas and Winter Festival:</p> <ul style="list-style-type: none"> • Festive Illuminations • Themed Activities • Themed Markets • Snow Features • Daytime Entertainment • Spectacular Switch-On event <p>It is important to note that marketing will be designed to not only achieve the objectives of the CCC but also to support the wider objective of the visitor plan.</p> <p>PCC & CCC agrees to work together with all partners as part of an annual process detailed above to agree event activities and to endeavour to gain support from the CCC Board and Operations Board for these activities.</p> <p>CCC agrees to provide information and to work in partnership with the ME team to ensure provision of information in a consistent timely manner.</p> <p>CCC must provide support as required to the ME team at peak times to ensure deadlines are met and marketing specifically for CCC are delivered to the highest standards, budget and on time.</p> <p>CCC must ensure regular and timely communications with BID business members through face to face contact, meetings and events to ensure that they are aware of events and activities which are being delivered by the ME team on their behalf.</p>
Cost of BID additional activity	<p>CCC will make an annual contribution to the ME team salaries of £62,000 per year. The activity of the ME team in relation to CCC marketing and events will be charged at cost (Direct spend + staff time [salary, NI, pension (including pension deficit)]). It is anticipated that PCC will provide in excess of £62,000 per year in contribution to CCC events and marketing at no extra cost however this is solely at PCC's discretion and can be reduced to £62,000 at any time.</p>
Boundary Area	City Centre Business Improvement District Area

OFFICIAL

STATUTORY**Strategic Planning & Infrastructure**

Head of Service: Paul Barnard

Date: August 2015

Service provided within agreement	The Council will continue to undertake its statutory planning responsibilities and nothing in this agreement is to be regarded as fettering those responsibilities.
Specification	<p>Plymouth City Centre Company Ltd will be treated as a consultee for Plymouth City Council for the following planning matters</p> <ul style="list-style-type: none"> • Plymouth Plan • All major (or other significant/ contentious) planning applications in the City Centre • Master plans and site statements for sites within the City Centre • Neighbourhood plans • Development leading to the loss of retail space within this city centre • Major retail or related uses (e.g. leisure/ car parking) outside of the city centre likely to have an impact on the primacy of the City Centre as a retail location • Significant compliance and enforcement matters <p>The City Council will generally allow at least 21 days to enable the City Centre Company to make any comments. If there are any pre-applications received as part of the Development Enquiry Service for the BID area the Strategic Planning & Infrastructure Department will recommend that the developer contacts CCC, subject to any issues of commercial confidentiality.</p> <p>Note: A range of development and other activities can be carried out under 'permitted development' and no consultation on these developments will be possible.</p>
Performance measure	<p>Dealing with planning applications in accordance with the Strategic Planning & Infrastructure Business Plan commitments.</p> <p>Compliance with 'the Statement of Community Involvement' and the level of service agreed above.</p>
Non-Compliance procedure	The Chair of the City Centre Company to raise any examples of non-compliance with the Assistant Director for Strategic Planning & Infrastructure at the earliest opportunity.
Existing value of service	Not quantifiable for BID Area
Boundary area	Entire BID Area
Proposed BID additional activity	Proactive engagement in the Plymouth Plan, City Centre Masterplan and the delivery of the Plan for the City Centre.

Cost of BID additional activity	Not quantifiable for the BID area.
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Trade Waste Recycling Collections

Head of Service: Chris Lynn

Date: January 2020

Service provided within agreement	PCC offer a weekly trade waste recycling collection service to businesses within the BID area for a charge.
Specification	<ul style="list-style-type: none"> • Weekly collections of trade waste recycling from business in the BID area. • Supply of 1100ltr bins for recycling collections all PCC labelled and branded. • Only recycling materials to be placed into the 1100ltr bins for collection. This includes paper, cardboard, plastic bottles, tubs and trays along with steel and aluminium drinks cans. • Contaminated recycling bins will incur additional costs.
Performance measure	<p>Review of non-emptied / missed collections.</p> <p>Review excess and overloaded bins, bins must not be overloaded with lids closed. No excess or side waste to be collected without additional charges.</p> <p>Review levels of contamination.</p>
Non-compliance procedure	Monitoring under the BID will be measured through regular inspection by the BID's Staff and through business and residential feedback. Any failure to maintain acceptable standards will be escalated to the Head of Service.
Existing value of service	<p>Currently 41 x 1100ltr bins distributed across the BID area.</p> <p>Cost of service is £7.50 per 1100ltr bin lift.</p> <p>41 x 1100ltr bins serviced weekly = £15,990 per annum.</p> <p>Contaminated recycling bins will be charged at £14.00 per lift.</p> <p>Replacement 1100ltr bins charged at £320.00 each if lost or damaged.</p> <p>Annual price increase to be applied based on RPI. This increase will be applied on 1st April each year.</p>
Boundary area	City Centre Business Improvement District area
Proposed BID additional activity	<p>City Centre Events</p> <ul style="list-style-type: none"> • Extra lifts can be arranged with prior agreement

	<ul style="list-style-type: none">• Full management advice on waste management for key events such as FlavourFest, European Market etc.
Cost of BID additional activity	TBA – All additional services to be priced and agreed prior to service delivery.