

**Abingdon Business Improvement District – Draft Operating Agreement -
appendix three**

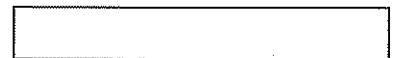
Dated

VALE OF WHITE HORSE DISTRICT COUNCIL

- and -

INSERT NAME OF BID COMPANY [TBC]

BID OPERATING AGREEMENT



THIS DEED is made the

day of

2014

BETWEEN

- (1) VALE OF WHITE HORSE DISTRICT COUNCIL of Abbey House Abbey Close Abingdon OX14 3JE (the "Council"); and
- (2) **INSERT NAME OF BID COMPANY [TBC]** (the "BID Company") registered as a not for profit company limited by guarantee in England with number _____ whose registered office is at _____

Recitals

The Council is the billing authority for the purposes of the Local Government Act 2003 and is responsible for collecting the BID Levy and administering the BID Revenue Account which shall be used towards the operation of the BID within the area of the Council and the funding of the BID Arrangements.

The BID Company is responsible for the operation of the BID and for using the BID Levy for the purposes of achieving the BID Arrangements in accordance with the BID Proposal and BID Business Plan

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

The purpose of this Agreement is to:

- establish the procedure for setting the BID levy
- confirm the basis upon which the Council will be responsible for collecting the BID Levy;
- set out the enforcement mechanisms available for collection of the BID Levy;
- set out the procedures for accounting and transference of the BID Levy;
- provide for the monitoring and review of the collection of the BID Levy;
- confirm the manner in which the Council's expenses incurred in collecting the BID Levy shall be paid.

1. It is agreed as follows:

Definitions

- "Audit**
- for the purposes of this agreement means an assessment of the internal control in respect of the BID Company

- “Bad or Doubtful Debts”** - for the purposes of this agreement means any unpaid BID Levy in respect of which the Council has sought recovery in accordance with clause 6.4 of this agreement and that BID Levy remains unpaid.
- “BID”** - has the meaning given in the Regulations that is the Business Improvement District and is that area within which the BID operates as edged red on the plan attached to this Agreement in Schedule 1.
- “BID Area”** - means the area within which the BID operates as edged red on the plan attached to this Agreement in Schedule 1
- “BID Arrangements”** - has the meaning given by section 41 of the Local Government Act 2003.
- “BID Company’s Report”** - means the financial statements prepared by the BID Company for each Financial Year which details:
- (a) total income and expenditure analysed into main categories arising from the BID Levy
 - (b) other income and expenditure of the BID Company not being the BID Levy;
 - (c) a statement of actual and pending deficits; and
 - (d) the various initiatives and schemes upon which the BID Levy has been expended by the BID Company.
- “BID Levy”** - means the charge levied and collected within the BID pursuant to the Regulations.
- “BID Levy Payer(s)”** - means the non-domestic ratepayers liable for paying the BID Levy.
- “BID Levy Rules”** - means the rules set out in the BID Proposals attached to this Agreement as Schedule 2 which set out how the BID Levy will be calculated details of Exempt or Discounted properties and other requirements related to the BID Levy
- “BID Proposals”** - has the same meaning as in the Regulations Schedule 1
- “BID Revenue Account”** - means the account to be set up in accordance with Regulation 14 of the Regulations.
- “BID Term”** - means the period of five years from 1st April 2016 to 31st March 2021
- “BID Year”** -
- “Business Plan”** - means the period 1 April to 31 March
- means the BID company Business Plan –April 2016 – April 2021

- “Chargeable Period(s)”** - means any one of the following days:
- 1 April 2016
 - 1 April 2017
 - 1 April 2018
 - 1 April 2019
 - 1 April 2020
- “Commencement Date”** means????
- “Contributors”** - means the BID Levy Payers and payers of a contribution or funds paid or made available to the BID Company which do not form part of the BID Levy.
- “Demand Notice”** - has the meaning ascribed to it in the Regulations.
- “District Auditors’ Costs”** - means the sum charged by an auditor appointed by the Audit Commission or any successor in carrying out an audit of the BID Revenue Account
- Enforcement Expenses** - means the costs which are incurred by the Council in obtaining Liability Orders and Summons and all associated administrative expenses which may be incurred in recovering unpaid BID Levy as provided for in the Appendix to this agreement
- “Financial Year”** - means the financial year for the BID Company which runs from 1st April to 31st March.
- “Head of Finance”** - is the Council’s Chief Finance Officer appointed under section 151 of the Local Government Act 1972.
- “Hereditament Start Date”** - means the date when the amendment to the Valuation List takes effect.
- “Hereditament”** - has the meaning as defined in the Regulations
- “Liability Order”** - has the meaning as defined in the Regulations.
- “Maximum Amount”** - For any particular Financial Year means the amount of BID Levy for which Demand Notices are issued (excluding replacement or amended Demand Notices)
- “Monitoring Group”** - means the group to be set up to monitor the collection and enforcement of the BID Levy whose members consists of representatives from the Council and the BID Company.
- “NNDR”** - means National Non-Domestic Rates under the Local Government Finance Act 1988.
- “NNDR Payer”** - means the person or organisation who has a liability to pay the non-domestic rate

- “Proposal”** - means the plan voted for by the BID Levy Payers in a ballot which sets out the objectives of the BID and identifies the various projects which will be undertaken using funds raised by the BID Levy and/or Contributions to achieve those objectives and ‘Renewal Proposals’ has the same meaning save that ‘ballot’ shall be replaced with ‘renewal ballot’ and “Alteration Proposals” has the same meaning save that “ballot” shall be replaced with “alteration ballot”
- “Regulations”** - means the Business Improvement Districts (England) Regulations 2004 and such amendments to those regulations which may be made by the Secretary of State pursuant to Section 48 of the Local Government Act 2003 (from time to time).
- “Reminder Notice”** - has the meaning ascribed to it in the Regulations.
- Single Instalment Due Date”** - means the date by which the BID Levy as set out in the Demand Notice must be paid.
- “Sum(s) Unpaid”** - means the amount of the BID Levy which is unpaid after the Single Instalment Due Date.
- “Summons”** - means the document issued by the Magistrates’ Court upon Complaint by the Council or by the County Court upon application by the Council regarding unpaid BID Levy.
- “Valuation List”** - means a list of all NNDR hereditaments in the local authority area.
- “Valuation Officer”** - means the person appointed by the Commissioners of HM Revenue & Customs to compile and maintain the Valuation List.
- “Winding-Up”** - means an order pursuant to s125 of the Insolvency Act 1986
- “Write Off”** - means a decision by the Council that an unpaid BID Levy will not be recovered.

2 Statutory Authorities

2.1 This Agreement is made pursuant to Part IV of the Local Government Act 2003 and Section 111 of the Local Government Act 1972 Section 1 of the Localism Act 2011 and all other enabling powers

3 Commencement

3.1 This Agreement shall take effect on the Commencement Date and in any event shall determine and cease to be of any further effect in the event that:

3.1.1 The BID Term expires;

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

3.1.3 If the BID Company is subject to Winding Up or is dissolved

4. Setting the BID Levy

- 4.1 As soon as possible after the Commencement Date the Council shall calculate the BID Levy in accordance with the Regulations.
- 4.2 Confirm in writing to the BID company the BID Levy payable annually by each BID Levy Payer
- 4.3 The BID Company shall confirm to the Council which properties it considers to be exempt in accordance with the BID Levy Rules/BID Proposal

5 The BID Revenue Account

- 5.1 Within _____ days of the Commencement Date the Council shall set up the BID Revenue Account and provide written confirmation to the BID Company once this has been carried out

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

- (i) In Year 1 by the end of the first week in September and in Years 2-5 on or about 10th day of June the Council shall send a statement to the BID Company of all BID Levy received to date and shall provide the BID Company with a purchase order number to enable the BID Company to issue an invoice for the amount received to the Council This invoice will be processed by the Council and payment of the notified amount of BID Levy paid to the BID Company less any repayments to BID Levy Payers under clause 5.3 of this Agreement
- (ii) The same process will be followed in Year 1 by the end of the first week in December and in Years 2-5 on or about the 10th day of June???? and payment made to the BID Company in accordance therewith
- (iii) by the end of the first full week in April, following the relevant chargeable year, the Council shall send a statement to the BID Company setting out any further balance collected less any repayments to BID Levy Payers together with a purchase order number. On receipt of the invoice from the BID Company the Council will process the invoice and payment of the final notified amount for the financial year paid to the BID Company less any repayment to BID Levy Payers under clause 5.3 of this Agreement
- 5.2 Within ninety days from the Ballot Result Date the BID Company shall provide the Council with details of its own bank account into which the BID Levy shall be transferred electronically from the BID Revenue Account on production of an invoice by the BID Company in accordance with clause 5.1
- 5.3 In the event that a BID Levy Payer is entitled to a repayment of a BID Levy pursuant to paragraph 8(4) of Schedule 4 of the Regulations and in the event that the Council has paid such BID Levy to the BID Company including all of the contingency relating to that BID Levy the Council shall request such repayment sum from the BID Company and the BID Company shall pay the repayment sum to the Council by way of reduction in the payments, as scheduled in 5.1, and the Council shall thereafter repay the repayment sum to the BID Levy Payer) For the avoidance of doubt the BID Company shall reimburse the Council forthwith for any repayment of bid levy in circumstances where the repayment falls due after payment by the Council of the last quarterly payment within the bid term referred to in 5.1.

- 5.4 The BID Company shall issue to the Council a VAT invoice for the payment of the BID Levy income upon advice from the Council of the amount due.
- 5.5 The BID Company may only spend the BID Levy in accordance with the BID Proposals; except that if the BID is varied then from the date of the variation takes effect the BID Company may only spend the BID Levy in accordance with the varied BID Proposals.

6 Collecting the BID Levy

- 6.1 Within 30 days of the date of this Agreement the Council shall confirm in writing to the BID Company the date when the BID Levy shall be first collected (for the avoidance of doubt the Council shall be entitled to invoice the BID Levy as one lump sum only and not by instalments)
- 6.2 The BID Company shall in Year 1 by the 1st April 2016 and in Years 2-5 by 1st March annually thereafter provide to the Council the information to be included in the Demand Notice to enable the Council to issue a complete Demand Notice

The Council shall use reasonable endeavours to collect the BID Levy throughout the BID Term.

- 6.3 The Council shall serve a Demand Notice or amended Demand Notice on a BID Levy Payer as soon as reasonably practicable after the Council receives notice of a change that affects liability for the BID Levy.
- 6.4 The Council shall seek to recover unpaid BID Levy by sending, at no additional cost to the BID Company, up to three reminder letters to the BID Levy Payer.
- 6.5 Thereafter, the Council shall notify the BID Company of any Bad or Doubtful Debts and the BID Company may choose within thirty-one days of such notification to request the Council to undertake further recovery action in accordance with the Appendix to this agreement and the Enforcement Expenses of the Council shall be payable by the debtor in the first instance whom failing by the BID Company and deducted by the Council from the BID Company payments set out in Clause 5.1.
- 6.6 In the event that the BID Company does not choose to request the Council to undertake any further recovery action in accordance with clause 6.5 the Council and the BID Company agree that such debt will be written off

7. Accounting Procedures and Monitoring

- 7.1 Within 1 (one) calendar month from the Commencement Date the parties shall set up the Monitoring Group.
- 7.2 Upon the expiry of the first calendar month from the BID Term and for the first six months (first week of May to October inclusive) and thereafter quarterly in the first year (first week January and April 2017) and then in the subsequent four years for the first three months (first week of May, June and July) and thereafter quarterly (first week of October, January and April) the Council shall provide the BID Company with a statement detailing the amount of BID Levy collected, collection percentage, list of unpaid accounts and written off amounts for the first quarter only (April to June). Thereafter the Council shall provide the above information on a quarterly basis, in the first week of each September, December and March in each year of this agreement. (Agresso reports)
- 7.3 Upon the expiry of the sixth month of the BID Term and every 6 (six) months thereafter (for

the duration of the BID Term) the BID Company shall provide the Council in respect of those 6 (six) month periods with:

- 7.3.1 the amount received by the BID Company from Contributors and BID Levy Payers;
 - 7.3.2 the total expenditure of the BID Company.
- 7.4 Within one calendar month from the Commencement Date the parties shall agree the dates for quarterly monitoring meetings (throughout the duration of the BID Term).
- 7.5 At each quarterly meeting the Monitoring Group shall:
- 7.5.1 review the effectiveness of the collection and enforcement of the BID Levy; and
 - 7.5.2 review and assess information provided by the parties regarding the progress being made in achieving the aims set out in the BID Proposal Business Plan and the BID Company's aspirations.
- 7.6 By the 30th June in each of years 2-5 (for the duration of the BID Term) the BID Company shall provide to the Council the BID Company Report including copies of accounts which will be filed at Companies House.
- 7.7 The Council and the BID Company shall hold regular liaison meetings to be attended by appropriate representatives of the Council and the BID Company.
- 7.8 The Council shall from time to time throughout the duration of this agreement undertake an Audit of the BID Company's financial and Governance arrangements and the BID Company shall comply with reasonable requests for information and assist the Council in respect of any Audit and for this purpose the BID Company shall provide the Council within 14 days of the completion of this agreement with the name and address of its Accountant.
- 7.9 In acknowledgement that the Council agree not to recover from the BID Company Collection Expenses other than court costs the BID Company shall ensure a benefit in kind is noted in its BID Company Report and annual accounts each year of the BID Term

8. Confidentiality

- 8.1 Subject to clause 9 below both the Council and the BID Company shall keep confidential and not divulge to any person without the prior written consent of the other party all information (written or oral) concerning the business affairs of the other nor any information which has been exchanged about the BID Levy Payers or Contributors or about other third parties which it shall have obtained or received as a result of operating the BID and this obligation shall survive the termination or lapse of the BID Arrangements.

9. Freedom of Information

- 9.1 The BID Company acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and/or Environmental Information Regulations 2004 (EIR) and shall assist and cooperate with the Council (at the BID Company's expense) to enable the Council to comply with its disclosure requirements and the Council shall notify the BID Company of any such requests.
- 9.2 The Council may determine in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of FOIA or EIR or is to be disclosed in response

to a request for information, and for the avoidance of doubt where the Council has received a request under the FOIA or EIR and it has notified the BID Company of the request, in no event shall the BID Company respond directly to a request for information connected with such a request to the Council unless expressly authorised to do so by the Council.

9.3 The BID Company acknowledges that the Council may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA, be obliged under FOIA to disclose information following consultation with the BID Company and having taken its views into account.

9.4 The BID Company shall ensure that all information produced in the course of or relating to this Agreement is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.

9.5 The BID Company acknowledges that any lists of confidential information provided by it are of indicative value only and that the Council may nevertheless be obliged to disclose confidential information in accordance with this clause.

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

10. Notices

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

10.2 A notice may be served by;

10.2.1 delivery to the Head of Finance at the address of the Council specified above; or

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

10.2.3 registered or recorded delivery post to such addresses;

10.2.4 any notice served shall be deemed to have been validly served or given at the time when in the ordinary course of business it would have been received.

11. Advertising and Branding

11.1 The BID Company and the Council agree that the Demand Notices will be sent out by the Council under Vale of White Horse District Council logos and the BID Company and the Council shall seek to reach agreement on which logo of each party shall be shown on advertising and branding material in respect of the joint projects of the parties and for this purpose the Council and the BID Company shall provide details regarding the size of their logo and guidelines for its use. For the avoidance of doubt the Council shall not be permitted to use the logo of the BID Company on any material published by it without the prior written consent of the BID Company and the BID Company shall not be permitted to use the logo of the Council on any material published by it without the prior written consent of the Council. For the avoidance of doubt the Council will wish to use Vale4Business initially as its logo on branding and advertising material

12. Miscellaneous

12.1 For the avoidance of doubt where any part of this Agreement is incompatible with the

Regulations or any other regulations which the Secretary of State may issue pursuant to Part IV of the Local Government Act 2003 then such part shall be struck out and the balance of this Agreement shall remain.

12.2 The headings appearing in this Agreement are for ease of reference only and shall not affect the construction of this Agreement.

12.3 For the avoidance of doubt the provisions of this Agreement (other than those contained in this Clause) shall not have any effect until this document has been dated.

12.4 Where reference is made to a Clause, Part, Plan or Recital such reference (unless the context requires otherwise) is a reference to a clause, part, plan, or recital in or attached to this Agreement.

12.5 References to the Council include any successors to its functions as local authority.

12.6 References to statutes, byelaws regulations orders or delegated legislation shall include any such instrument re-enacting or made pursuant to the same power.

13. Exercise of the Council's powers

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

14. Contracts (Rights Of Third Parties)

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

15 Dispute Resolution

15.1 The Parties shall attempt in good faith to negotiate a settlement of any dispute between them arising out of or in connection with this Agreement within 14 days of either party notifying the other of the dispute. Such efforts shall involve the escalation of the dispute to the chief executive (or equivalent) of each party.

15.2 Nothing in this dispute resolution procedure shall prevent the parties from seeking from any court of competent jurisdiction an interim order restraining the other party from doing any act or compelling the other party to do any act.

15.3 If the dispute cannot be resolved by the parties pursuant to sub clause 1 within 14 days of referral to the chief executive (or equivalent) of each party above the dispute shall be referred to mediation pursuant to the procedure set out in sub clause 5 below unless the Council considers that the dispute is not suitable for resolution by mediation or the BID Company does not agree to mediation.

15.4 The performance of any services shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the BID Company and its employees, agents, suppliers and sub-contractors shall comply fully with the requirements of this agreement at all times.

15.5 The procedure for mediation and consequential provisions relating to mediation are as follows:

- 15.5.1 A neutral adviser or mediator ("the Mediator") shall be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within 14 days after a request by one party to the other or if the Mediator agreed upon is unable or unwilling to act, either party shall within 14 days from the date of the proposal to appoint a Mediator or within 14 days of notice to either party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution ("CEDR") to appoint a Mediator.
- 15.5.2 The parties shall within 14 days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.
- 15.5.3 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.
- 15.5.4 If the parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the parties once it has been signed by their duly authorised representatives.
- 15.5.5 Failing agreement, either of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Agreement without the prior written consent of both parties.
- 15.6 If the parties fail to reach agreement within 60 days of the Mediator being appointed, or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the courts.
- 15.7 Subject to sub clause 2 above, the parties shall not institute court proceedings until the procedures for mediation have been completed.

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

The Common Seal of the
Vale of White Horse District Council

was hereunto affixed in the
presence of :

Designated Officer

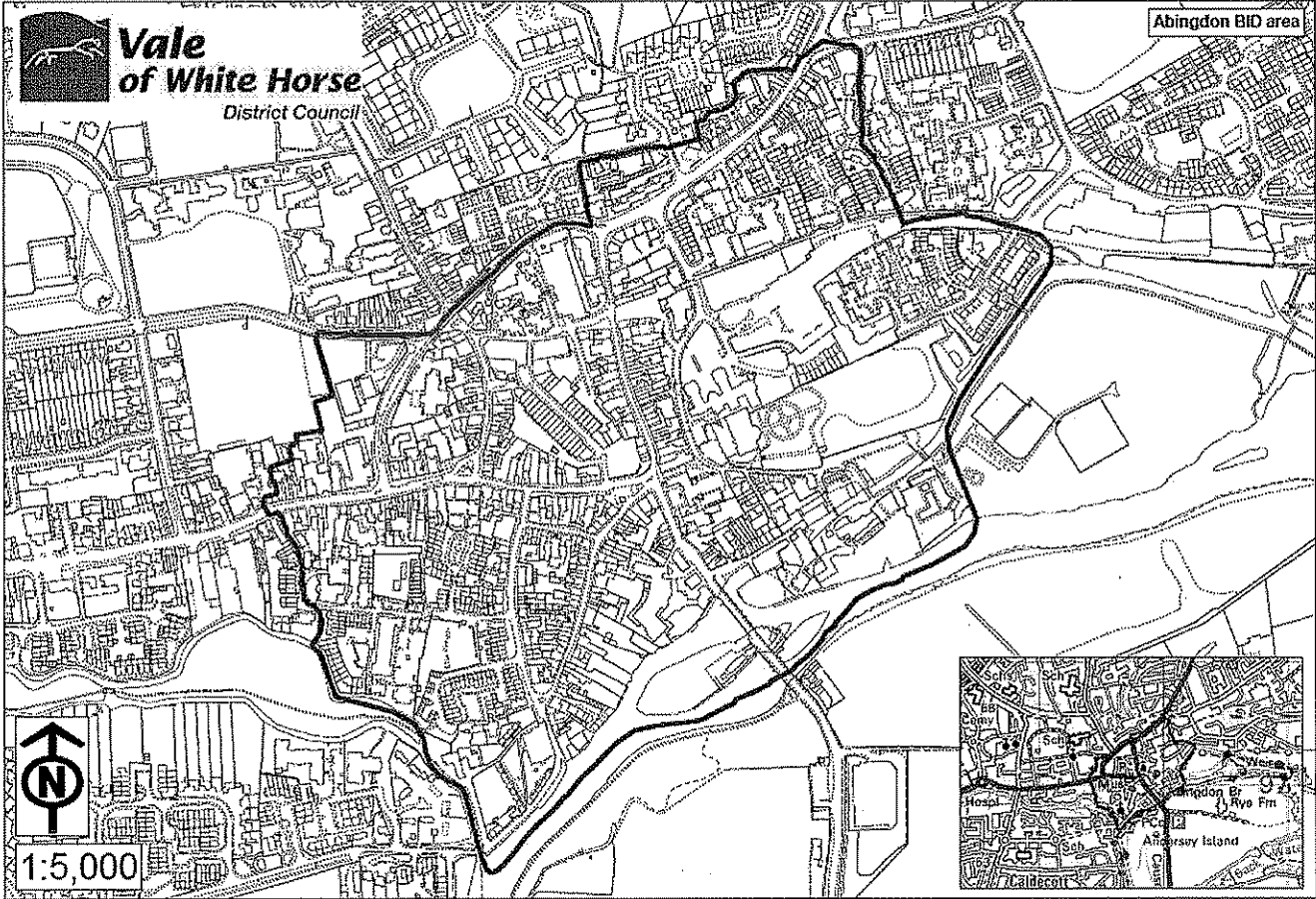
Signed on behalf of **INSERT NAME**

OF BID COMPANY [TBC] by

Director

Director

Schedule 1- BID area



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Schedule 2 - The BID levy Rules/ Bid Proposal

Draft

Schedule 3 - The Baseline Agreement

BASELINE SERVICE AGREEMENT

Baseline activity: Economic Development, including tourism

Responsible authority: Vale of White Horse District Council

Manager Responsible: Suzanne Malcolm

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| <p>Current level of service provided including aim of service, number of staff, equipment and frequency of service provision</p> | <ul style="list-style-type: none"> • Collating and publishing information re the following: <ol style="list-style-type: none"> 1. Footfall in the town centres within the district including Abingdon-on-Thames 2. Vacancy rates for town centre retail premises in the town centres within the district including Abingdon-on-Thames 3. News of relevance to local businesses across the district including Abingdon-on-Thames 4. Provide access to a list of commercial premises available to rent or buy across the district, including Abingdon-on-Thames • Support national promotional campaigns for independent retailers across the district, including Abingdon-on-Thames • Support improvements to broadband through the Better Broadband for Oxfordshire programme, including Abingdon-on-Thames • Providing administrative support to the district-wide business partnership, Vale4Business • Providing tourism promotion to support the visitor economy of the district, including Abingdon-on-Thames through appropriate channels <p>The Economic Development team of the Vale Council delivering the above services are currently a department manager also overseeing strategic property team, an economic development team leader, two economic development officers. This structure may change going forward to meet business needs of the council. All officers are shared with South Oxfordshire District Council.</p> |
| <p>Specification</p> | <ul style="list-style-type: none"> • As above |
| <p>Performance Measure</p> | <p>Service measured by:</p> <ol style="list-style-type: none"> A. Information for (1) and (2) updated annually and published. Newsletter to businesses (3) published monthly. List of available properties (4) provided on Vale4Business website B. Twitter/Facebook traffic and website visits monitored and reported after each campaign C. Monitored and reported corporately as part of corporate and service workplans D. Monitored and reported corporately as part of corporate and service workplans E. Monitored and reported corporately as part of corporate and service workplans |
| <p>Non compliance procedure</p> | <ul style="list-style-type: none"> • Not applicable |
| <p>Future level of service provision</p> | <p>There are no current plans to reduce or increase services.</p> |
| <p>Other relevant information</p> | <p>The Vale Council provided a three year commitment to provide financial support to the Choose Abingdon Partnership between 2009 and 2012 this was extended under special circumstances in 2012-13, 2013-14 and 2014-15 in a reduced manner with the aim for the Partnership to become self-funding in the longer term and less reliant on public funding.</p> <p>This grant funding for the Abingdon-on-Thames area will be replaced by the value of the service of collecting the BID levy being operated by the Vale Council for the</p> |

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|---|---|
| | Abingdon BID Company free of charge. |
| Proposed BID additional activity | See project list and financial tables in BID Proposal. It is anticipated that the activity of the Vale Council will complement the work of the BID. |

BASELINE SERVICE AGREEMENT

Baseline Activity: Waste Management

Responsible Authority: Vale of White Horse District Council

Responsible Officer: Ian Matten

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| Service provided, number of staff & equipment Specification | Removal of domestic waste only including recycling. This service is not provided to any business in the District. |
| | Not applicable |
| Future level of service provision | As above |
| Performance Measures | Not applicable |
| Non Compliance procedures | Not applicable |
| Boundary area | Vale of White Horse District |
| Proposed BID additional activity | Collaborative purchasing of waste removal and recycling services for businesses only - see project list in BID Proposal. |
| Cost of BID additional activity | See BID Proposal financial tables |

BASELINE SERVICE AGREEMENT

Baseline Activity: Environmental Health

Responsible Authority: Vale of White Horse District Council

Responsible Officer: Paul Holland

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| Service provided, number of staff & equipment | Enforcement of waste management hygiene standards in and around business premises across the Vale of White Horse District. Responding to complaints from the public about waste left out for collection inappropriately; working with businesses to manage the collection of waste appropriately; enforcement against fly tipping and littering. |
| Specification | This is a part of a wider statutory service of environmental health management and enforcement. |
| Future level of service provision | As above. |
| Performance Measures | Not applicable |
| Non Compliance procedures | Legal enforcement measures to national standards |
| Boundary area | Vale of White Horse District |
| Proposed BID additional activity | Collaborative purchasing exercise may involve a streamlining of business waste collections to provide an improved service that reduces the amount of time waste is visibly waiting on the streets for collection. |

Schedule 4 – Breakdown of Council’s Annual BID Levy collection and administration costs (demonstrating benefit in kind)

Draft

APPENDIX - Reminders /Court Recovery Process]

The Council's contractor will issue Demand Notices to all customers annually on an agreed date, and will take advantage of e-billing, however this will mean customers will not be able to pay over the counter at the bank or at the post office as E-billing will not support the payment slip. When businesses are contacted E-billing should be promoted

The preferred payment method would be Direct Debit but it is understood that other methods will be available and these will be listed on the back of the Demand Notice.

The Council's contractor will issue reminders, if the BID Levy is not paid on time, as follows:

Reminders/Final Notices

If they fail to pay the Demand Notice by the Due Date [**within a certain number of days of the Due Date????**] they will receive a Reminder Notice giving them seven days to bring the account up to date.

If they bring the account up to date within the seven days, no further action will be taken.

Failure to bring the account up to date after receiving the first reminder will mean a second reminder is issued giving them a further seven days to bring the account up to date

Failure to bring the account up date will result in a Final Notice being issued; if the account still remains unpaid .

Complaints list

Shortly after the final reminder notice is issued, the complaints list is run with a list of all overdue payments and is sent to the Finance team who will review and advise who will write to the BID Company to agree whether Enforcement Action is to be taken . If no action is to be taken the Council will write of the outstanding amount.

Summons

If payment is still not received, and the BID Company has confirmed in writing that it wishes the Council to take recovery action a summons will be sent to each customer against whom recovery action is agreed with an outstanding balance from the final reminder. When each account reaches this stage, court costs will be added to the account.

Liability Order

After the Magistrates Court has issued the Liability Order, court fees will be added to the debt and the customer's account may be sent directly to the Council's bailiffs for enforcement without further reference to the BID Company. The bailiff has the power to uplift goods, and you will incur further costs.

The Liability Order will give the Council power to apply for bankruptcy/liquidation or committal to prison if the balance remains unpaid

Reporting will be available to understand the progress of any outstanding BID Levy for which action is being progressed.

This Process includes :

- Fully integrated within Agresso
- Full audit trail
- Notes can be added to customer accounts
- Additional information can be stored about the customer
- Removes the need for a paper records as all documents can be saved on customers files
- Full reporting available to aid with understand of outstanding debt
- Administration is not taking up valuable legal resource

