

TOGETHER

FOR

BRIXTON

**BRIXTON
BID**

**BID BALLOT DETAILS
ARRANGEMENTS
& AGREEMENTS**

This document outlines the details of the forthcoming ballot and is to be read in conjunction with the document entitled 'Together for Brixton'

Brixton BID Company is a Business Improvement District (BID), a not-for-profit company limited by guarantee created by local businesses. The BID was voted for in 2013 and the annual levy is paid at 1.5% of Rateable Value by local businesses until 2018.

Everything we deliver is completely additional to the work of Lambeth Council and the income we raise will only ever be spent in Brixton.

In 2013 the Brixton BID was overwhelmingly approved by 83.26% of voters and achieved an 76.72% vote in favour by rateable value.

In October 2018 all local businesses with a rateable value over £12,000 have the opportunity to vote for the continuation of the BID for the period 2019 to 2023.

A PDF version of this document is available on the Brixton BID website or as hard copy on request.

The BID Arrangements have been agreed by the current Brixton BID Board.

The Operating Agreement and Baseline Agreement are illustrative and the subject of discussions between Brixton BID and Lambeth Council. They will come into effect if the Business Improvement District is approved at renewal ballot in 2018.

The Schedule of Services will also be agreed at the commencement of the BID's second term.

The Articles of Association are the current articles of Brixton BID Development Company (company number 08256686).

If there are any aspects of the document which need further clarification please do not hesitate to contact us.

A vote Yes for five more years of the Brixton BID is a vote for all.

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Section 1 - Brixton BID Arrangements, page 4

This provides details on the BID area with reference to a map. It explains how the levy is calculated, applied and collected, how the ballot will operate, and how the Brixton Business Improvement District may be altered. It also refers to the structure of the Business Improvement District Board and its governance. More details on these items appear in the Articles of Association and the Operating Agreement.

Section 2 - Brixton Operating Agreement, page 10

This is an agreement between the Council and the Brixton Business Improvement District Board in respect of the collection of the levy by Lambeth Council and its subsequent passing on to Brixton BID. The obligations of each party in respect of performance monitoring and reporting are made clear. It also covers failure to pay and/or collect, enforcement and bad debt procedures.

Section 3 - Brixton Baseline Agreement, page 21

This agreement sets out the services that Lambeth Council is currently undertaking and will continue to provide within the area of the Business Improvement District. BID services will be additional to those already provided by the local authority.

Section 4 - Brixton Articles of Association, page 32

If the October 2018 ballot is successful, Brixton BID will continue as not-for-profit company limited by guarantee. The Board agreed these Articles of Association upon a successful ballot in 2013 and the company was incorporated on 17th October 2012. The first AGM in the new term will take place within a year of the start of the second BID Term – 1st January 2019. All businesses that are eligible to vote, and pay the levy, are invited to become members of the company. Any member may stand for election to the Board.

SECTION 1

BRIXTON BID

ARRANGEMENTS

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This section gives a detailed account of the technical and budgetary operations the Business Improvement District (BID), in the London Borough of Lambeth, will undertake. This is in compliance with the Business Improvement Districts (England) Regulations [2004] and such amendments made by the Secretary of State pursuant to Section 48 of the Local Government Act 2003.

1. Proposing Party

The proposer for the renewal ballot of the BID is the Brixton BID Development Company 08256686 as incorporated on 17th October 2012 following a successful ballot result in November 2013.

2. Governance

The BID will continue to be governed as a not-for-profit company limited by guarantee. It will be run by the Brixton BID Company's Board of Directors. The Board is composed of a mix of businesses reflective of the BID area ensuring fair representation of all those who fall within the BID boundary. The board aim is to achieve representation as follows:

- 5 directors from large businesses (more than 50 employees)
- 7 directors from medium businesses (between 10 and 49 employees)
- 7 directors from small businesses (less than 10 employees)
- 1 director as a landowner
- 1 director from London Borough of Lambeth, elected member
- 1 director from the Brixton Markets Federation
- 1 director as a markets representative

In addition to this, 1 residential member, 2 businesses from the business club and 1 officer from the London Borough of Lambeth may sit on the board.

Operations of the BID will be divided between the 4 themes of: Enhanced Environment, Safer Day & Night, Better Business, Distinctive Destination. These themes are to be led by sub-groups from the Board and BID members responsible for delivering detailed project budgets then to be approved by the Board. All eligible businesses, either levy payers or business club members will be given the opportunity to participate in these sub-groups. As and when required, supplementary theme groups may be set up to tackle new issues or to follow arising suggestions.

3. Involvement in the BID

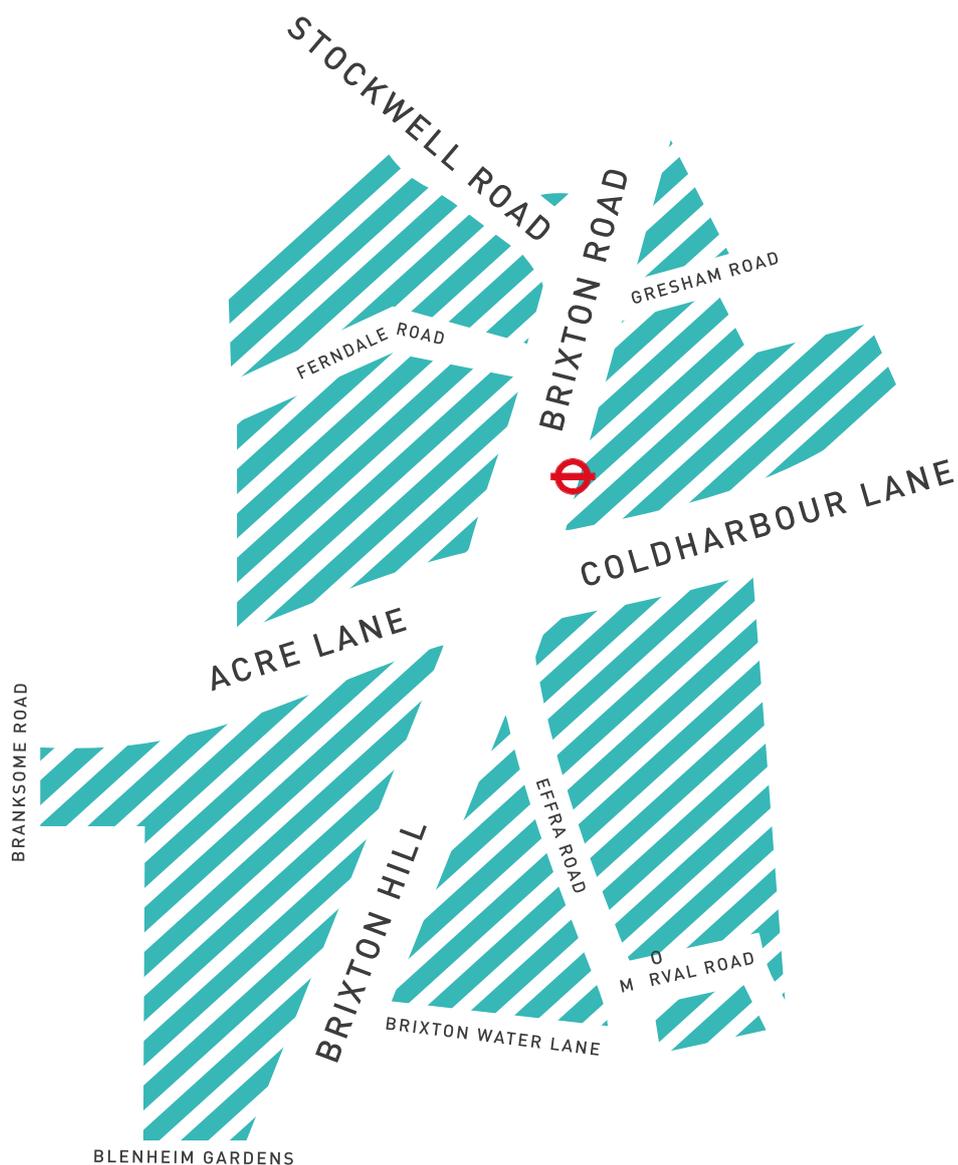
Following a successful renewal ballot campaign, all levy payers not already formal Company Members will be invited to become a Member of the Company. Upon obtaining membership, they shall be entitled to nominate themselves for directorships or seats on a BID theme group. The Board will oversee the Management Team that delivers the projects and services as set out in the BID proposal – ‘Together For Brixton’.

4. Duration of the BID

The BID term will be five years long beginning January 1st January 2019 until 31st December 2023. Should the BID board seek renewal of the BID for a further term, there will be a renewal ballot in Autumn 2023.

5. Area Covered by the Proposal

The area covered by the proposal comprises parts of the London Borough of Lambeth as shown in the map below.



BID AREA MAP

A

ACRE LANE

(Part)

ASTORIA WALK

ATLANTIC ROAD

(Part)

B

BAILEY MEWS

BANKTON ROAD

BARNWELL ROAD

BAYTREE ROAD

BEEHIVE PLACE

BELLEFIELDS ROAD

BERNAY'S GROVE

BEVERST ROAD

BRIGHTON TERRACE

BRIXTON HILL

(2-114 Even; 89-111 Odd)

BRIXTON OVAL

BRIXTON ROAD (367-522)

BRIXTON STATION ROAD

BRIXTON WATER LANE

C

CANTERBURY CRESCENT

CHANTREY ROAD

COLDHARBOUR LANE

(Part)

CROWNSTONE ROAD

D

DALBERG ROAD

DRAY GARDENS

E

EDMUNSBURY COURT

EFFRA ROAD

ELECTRIC AVENUE

ELECTRIC LANE

F

FERNDALE ROAD

G

GATELEY ROAD

GRANVILLE PARADE

GRESHAM ROAD

H

HAYTER ROAD

HORSFORD ROAD

J

JEFF ROAD

K

KELLETT ROAD

KETT GARDENS

L

LAMBERT ROAD

M

MARKET ROW

MERVAN ROAD

MORVAL ROAD

N

NEVENA COURT

NURSERY ROAD

P

POPES ROAD

PORDEN ROAD

PROBERT ROAD

PULROSS ROAD

R

RALEIGH GARDENS

RATTRAY ROAD

RUSHCROFT ROAD

S

SALTOUN ROAD

ST MATTHEWS ROAD

ST SAVIOURS ROAD

STOCKWELL AVENUE

STOCKWELL PARK WALK

STOCKWELL ROAD (Part)

SUDBOURNE ROAD

T

TORRENS ROAD

TOWN HALL PARADE

TRELAWN ROAD

TRENT ROAD

TRINITY GARDENS

TULSE HILL

(Part)

TUNSTALL ROAD

V

VALENTIA PLACE

6. Delivering beyond Council services

There is no link between the amount of business rate collected by the Council and the amount it receives back from Central Government to deliver services in the area. The revenue generated by the BID is ring-fenced for the area in which it is collected, to be spent on projects for the benefit of businesses that pay the BID levy. All services provided by the BID will be additional to those provided by the Council. Additionality is ensured through the production of a 'Baseline Agreement' which sets out the standard level of statutory service that is already provided for the BID area. This ensures that the BID levy only funds services and projects over and above the ones already provided by the local authority.

7. How the ballot works

The ballot will be managed by the Electoral Services Departments within Lambeth Council and will run between the 1st October – 31st October 2018. The ballot will close at 5pm on 31st October 2018. Results will be announced on the 1st November 2018. The ballot will be a secret postal ballot of the eligible hereditaments on the National NonDomestic Ratings List at the time of the notice of ballot being issued. The ballot paper will be sent to the address of the hereditament, unless the person entitled to vote indicates that it should be sent to another address.

8. Who is eligible to vote and to pay the levy? Are there any exemptions?

The following will not be eligible for the BID levy, or for the vote:

- Business units with a rateable value of less than £12,000
- 'Central List' properties that are not contained in the local rating list
- Advertising rights, telephone masts, car parks & car parking places, and kiosks
- Residential estate offices
- Schools

All other types of business are eligible to vote in the BID ballot and to pay the BID levy. Businesses with a rateable value of less than £12,000 will be welcome to take up some of the BID's services by contributing on a voluntary basis at a rate to be agreed. This is the 'Business Club'. If, as a result of a revaluation, a business' rateable value shall be £12,000 or more at any time during the BID term, they will become eligible for the levy. Where hereditaments are unoccupied at the time of the notice of ballot, the owner will be entitled to vote in the BID ballot. The BID levy payer in cases of unoccupied hereditaments will be the owner of the whole of the hereditament. No three-month 'void' period will be given and those hereditaments which are exempt from empty property rates will not be exempt from the BID levy. The term 'owner' is defined in section 65 (1) of the Local Government Finance Act 1998. Businesses with mandatory and/or discretionary relief from business rates will have their BID levy discounted at the same rate. Charities will be discounted at 50% of their total BID levy.

9. Cost of the BID

The BID levy is a daily charge. All eligible occupiers and owner-occupiers will pay the levy at the rate of 1.5% of rateable value, based upon the most current version of the rating list, unless they qualify for one of the discounts detailed above. The BID levy will be charged at 1.5% of the rateable value of each hereditament listed in the Ratings List. In the first instance this is likely to generate around £440,000 per annum for the area. Additional funding will be sought, and this is expected to be 10% of the annual levy income.

The BID levy rate of 1.5% might be amended on an annual basis in line with inflation, at a rate to be agreed by the Brixton BID board, and not exceeding the national Retail Price Index (RPI).

The table below sets out the indicative levy payable for businesses depending on their rateable value.

Rateable Value of Premises	Annual BID Levy
£12,000	£180
£20,000	£300
£50,000	£750
£100,000	£1,500
£500,000	£7,500

Brixton BID will be clear and transparent about how it is spending the BID levy. There will be regularly updated information about income and expenditure available to all BID members.

10. Collection of the Levy

Arrangements for the collection of the BID levy are set out in a formal Operating Agreement between Brixton BID and Lambeth Council. The Council will be responsible for collecting the BID levy on behalf of Brixton BID. The BID levy will be payable in one instalment per year. Bills will be raised in March and payment will become due on 1st April each year. Enforcement measures for the collection of the BID levy will be detailed in the Operating Agreement between Brixton BID and Lambeth Council.

The BID levy is a mandatory charge and collection is enforceable in the same way as the business rate. After 14 days non-payment of the BID levy, a reminder will be sent giving a further 14 days to pay. If after a further seven days from the payment date stated in the Reminder Notice the outstanding sum of the BID levy has not been paid the Council shall make an application to the Magistrates Court for a Liability Order to recover the outstanding sum of the BID levy. The BID Company will strongly pursue collection of the BID levy, using all available enforcement mechanisms. Non-payment of the BID levy will incur additional costs to the business in question.

FAQS

11. What is Brixton BID?

Brixton BID is a not-for-profit company limited by guarantee. It was set up by local businesses for local businesses to make Brixton a better place to do business. It has been set up to increase the attractiveness and appeal of Brixton as a commercial destination.

12. Why is Brixton BID running a ballot in October 2018?

Brixton BID has successfully completed its first five-year term and is now running a ballot to determine whether the company will continue its activities for a further five-year term. The ballot will ask a simple question – are you in favour of the BID continuing in Brixton YES or NO? In order for the BID to continue its existence a simple majority of those voting must vote in favour on both number and Rateable Value.

13. What if I already pay rates and service charges as part of my rent?

Where the occupants of hereditaments pay an inclusive rent or other charge for occupying space that includes the rates charge, the owner is liable to pay the BID levy and, consequently, is eligible to vote in the ballot. Charities are entitled to a 50% discount on the BID levy.

14. I'm thinking of taking on more premises in the BID area. Will I have to pay a levy on these when I move in?

Businesses which begin to occupy existing hereditaments during the BID period will be liable to pay the levy for their period of occupation, providing the hereditament remains eligible for BID membership. The BID levy will be extended to occupiers of hereditaments built or first occupied in the BID area during the life of the BID, assuming that they are otherwise eligible. In these cases, the levy will be calculated on the rateable value entered in the most recent version of the ratings list.

15. Who will pay for the costs of the ballot?

The costs of the BID ballot, if successful, will be met by Lambeth Council. If unsuccessful, Brixton BID has ring-fenced the amount payable to Lambeth Council to cover the costs.

16. Can the BID arrangements be altered?

Only minor amendments can be made to the BID arrangements without seeking formal approval from the BID Members. BID arrangements may be altered without an alteration ballot, as long as there is no proposal to alter:

- The geographical area of the BID
- The BID levy in such a way that would:
- Cause any person to be liable to pay the BID levy, who was not previously liable to pay; or
- Increase the BID levy for any person other than for inflation purposes as set out above

Where BID arrangements may be altered without an alteration ballot, the alteration will be made by

a decision of the Brixton BID Board, following consultation with Lambeth Council.

17. Timeline

- 4th September 2018 – You will receive a Notice of Ballot and the Together for Brixton renewal proposal.
- October 2018 You will receive your voting paper from Lambeth Council who are running the BID Ballot.
- 31st October 2018 ballot closes and votes counted.
- 1st November 2018 results are announced.
- 1st January 2019 if the ballot is successful Brixton BID will continue for a second five-year term as a Business Improvement District.

SECTION 2

BRIXTON BID OPERATING AGREEMENT CONTENTS

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Dated 1st January 2019

Between

Lambeth Council (the Council of Town Hall, Brixton Hill SW2 1RW and Brixton BID Company (the BID Company) registered as a company limited by guarantee in England with the company number 08256686 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 lie 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 objectives and aspirations set out in the BID Arrangements.

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 or its agents 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

IT IS AGREED:

1. Definitions

the "Administrative Expenses" means costs incurred by the Council and/or its agents in the administration, collection and recovery of the BID Levy

the "Annual Report" means a report to be prepared by the Council or its agent which details the following:

- (i) the total amount of BID Levy collected during the relevant Financial Year;
- (ii) details of the success rate for the collection of the BID Levy;
- (iii) the Council's proposals (if any) to help improve its efficiency in the collection and enforcement of the BID Levy and
- (iv) details of those BID Levy Payers who have paid the BID Levy and those who have not paid the BID Levy.
- (v) the Council's proposals for bad or doubtful debts

the "Appeal Notice" means a notice to be served by the BID Company in accordance with clause 9.2

"Bad or Doubtful Debts" shall have the same meaning as further described in Part 2 of Schedule 3 of the Regulations

the "Baseline Agreement" means the draft Agreement annexed at Schedule 2 the final version of which is to be agreed by the parties

the "BID" means the Business Improvement District which is managed and operated by the BID Company and which operates within and is covered by those streets set out on page XXX

the "BID Arrangements" means those arrangements to be put in place pursuant to the Regulations for the operation of the BID company

the "BID Company's Report" means a report for each Financial Year to be prepared by the BID Company which details the following:

(a) the total income and expenditure of 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

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

the "BID Company's Termination Notice" means a notice to be served by the BID Company on the Council pursuant to clause 11.1

the "BID Levy Payer(s)" means the non-domestic rate payers who are liable for paying the BID Levy

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

the "BID Revenue Account" means the account to be set up in accordance with Regulation 14 and operated in accordance with Schedule 3 of the Regulations

the "BID Term" means the period of 5 years from 1st January 2019 to 31st December 2023

the "Council's Termination Notice" means the notice to be served by the Council on the BID Company pursuant to Clause 11.1

the "Contributors" means the BID Levy Payers or other Contribution, making voluntary contributions to the BID company.

"Demand Notice" shall have the same meaning ascribed to it as further set out in paragraphs 3 of Schedule 4 of the Regulations

“Hereditament” shall have the same meaning as defined in the Regulations

“Electronic Communication” means a communication transmitted (whether from one person to another, from one device to another or from a person to a device or vice versa):

(a) by means of a telecommunication system (within the meaning of the telecommunications Act 1984); or

(b) by other means but while in electronic form “Enforcement Notice” means a notice to be served on the Council as specified in Clause 9

the “Exceptions” means the circumstances in which the Council shall not be required to seek to enforce payment of the BID Levy where a BID Levy payer has failed to make payment pursuant to a Demand Notice. The exceptions shall be as agreed by the parties from time to time.

the “Exempt or Discounted Properties” means those class or classes of properties as identified in the BID Levy Rules which shall be exempt either from any requirement to pay the BID Levy or are permitted a discount on the BID Levy

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

the “First Priority Expenses” means the administrative expenses incurred by the Council in respect of all reasonable costs arising out of compliance with its obligations under this Agreement and the Regulations during each year of the duration of this agreement

“Liability Order” means an order obtained from the Magistrates Court

the “Monitoring Group” means the group to be set up to monitor the collection and enforcement of the BID Levy (as referred to in Clause 10) such group to consist of one Council officer from Lambeth Council and one representative from the BID Company

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

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

the “Public Meeting Notice” means a notice to be served pursuant to Clause 11.1 or 11.8 by either the Council or the BID Company which provides the following:-

(a) confirmation that either party is considering terminating the BID;

(b) details of the venue where the public meeting will be held;

(c) confirmation that all BID Levy Payers who attend will be permitted to make representations

the “Regulations” means the Business Improvement Districts (England) Regulations [2004] and such amendments made by the Secretary of State pursuant to Section 48 of the Local Government Act 2003 (from time to time) the Reminder Notice means the notice to be served pursuant to Clause 8.1

the “Further Reminder Notice” means the notice to be served following a Reminder Notice and pursuant to Clause 8.2

a "Working Day" means any day of the week other than a Saturday, a Sunday or a bank holiday

2. Statutory Authorities

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

3. Commencement

3.1 This Agreement shall be effective from 1st January 2019

3.2 If, at the end of the BID Term a renewal ballot is held and is successful then the terms of this Agreement shall be reviewed prior to the start of the new BID term.

4 Setting the BID Levy

4.1 By 1st January 2019 the Council shall:

- (i) calculate the BID Levy due from each BID Levy Payer in accordance with the BID Levy Rules; and
- (ii) confirm in writing to the BID Company the BID Levy payable annually by each BID Levy Payer
- (iii) enter into the Baseline Agreement with the BID Company

5. The BID Revenue Account

5.1 Interest will only be paid on money in the BID Revenue Account if the Bank of England Bank Rate (formerly base rate) is 2.5% or higher and the month end credit balance is in excess of £50,000. Such interest, if any, will be paid to the BID Company as part of the BID Levy and will be calculated at Bank of England Bank Rate less 0.25%. Any overpayment made to the BID Company by the Council will attract the same interest terms.

6. Debits from the BID Revenue Account

6.1 The Council may debit directly from the BID Revenue Account:

- (i) the First Priority Expenses at the mid-point of each Financial Year provided that they have been detailed in a valid VAT invoice delivered to the BID Company giving a detailed breakdown of the costs incurred

6.2 Notwithstanding the above provision the BID Company shall be responsible for ensuring that all VAT invoices delivered to the BID Company shall, if not debited from the BID Revenue Account, be paid within 28 days of delivery.

7. Collecting the BID Levy

7.1 The Council shall at the beginning of each Financial Year confirm in writing to the BID Company:-

- (i) the means by which the BID Levy Payer shall be billed for the BID Levy; and
- (ii) the date when the BID Levy shall first be collected (such date to be on or after the Operational Date and before 1st January 2019)

7.2 Pursuant to clause 7.1(ii) the Council shall serve the Demand Notices on each BID Levy payer and thereafter shall continue to calculate the BID Levy and serve the Demand Notices throughout the BID Term

7.3 The Council shall maintain a list which identifies payment and/or non payment of the BID Levy and shall make available to the BID Company at intervals of not less than once a month

7.4 The Council shall liaise with the BID Company in carrying out monthly reviews of each Hereditament within the BID Area and in the event of any change in the occupier of each Hereditament or the merger or division of a Hereditament (or provision of an additional Hereditament) shall:

(a) serve an updated list of BID Levy payers upon the BID Company;

(b) serve a Demand Notice (or alter any existing Demand Notice if appropriate) on the relevant BID Levy Payer

7.5 The Council shall use all reasonable endeavors to collect the BID Levy on the date specified (pursuant to clause 7.1(ii) above) and thereafter on an annual basis and in accordance with the procedure set out in Schedule 4 of the Regulations

7.6 The Council shall use all reasonable endeavors to take all reasonable steps for collecting the BID Levy which are consistent with its usual procedures for the collection of non-domestic rates

7.7 On the 10th day of every month hereafter the Council shall notify the BID company of the amounts credited to the BID revenue account and of the amount of the authorised debits in accordance with clause 6 and upon receipt of an appropriate vat invoice from the BID company shall transfer to the BID company's own bank account the amount due and provide written confirmation of the sum transferred

7.8 In the event of an overpayment by the Council to the BID in excess of £5,000 for a period of more than three consecutive months, the BID will return the overpayment to Lambeth within 14 days of being notified.

8. Procedures available to the Council for enforcing payment of the BID Levy

8.1 In the event that the BID Levy is not paid in whole within fourteen days from the 1st April of each year then (subject to the Exceptions or as may otherwise be agreed between the parties) the Council shall serve a Reminder Notice on such defaulting BID Levy Payer which shall:-

(i) identify the sum payable;

(ii) provide a further 14 (fourteen) days for payment to be made;

(iii) confirm that the Council will make an application to the Magistrates Court for a Liability Order to recover the unpaid sum (together with costs) once approval has been received from the BID company.

8.2 In the event that the BID levy is not paid in whole within 7 (seven) days of the service of the reminder notice in accordance with clause 8.1 then the council shall immediately inform the BID Company of such further failure to pay (subject to the exceptions). The Council will consider any comments made by the BID Company before deciding whether to make an application to the Magistrates Court for a Liability Order. The Council will normally then make an application to the Magistrates Court for a Liability Order to recover the outstanding sum of the BID Levy as is permitted by

the Regulations and the Non-Domestic Rating (Collection & Enforcement)(Local Lists) Regulations 1989 (as amended). The Council will bear the cost of any application for summons and will recover these costs from the revenue generated through any such action.

9. Enforcement Mechanisms for non-collection of the BID Levy by the Council

9.1 In the event that the Council is not enforcing payment of the BID Levy pursuant to Clause 8 above the BID Company shall serve the Enforcement Notice on the Council requesting that:-

- (i) it issues a Reminder Notice; or
- (ii) a further Reminder Notice; or
- (iii) makes an application for a Liability Order

9.2 Unless enforcement action at each stage cannot reasonably be progressed due to one of the following:

- Ratepayer absconded
- Insolvency proceedings
- Debt is too low to make application for a liability order (under £100)
- Liability disputed
- Unable to establish liability
- Future payment arrangement in place
- Client / bid team instruction
- Property pending VOA re-assessment
- Legal challenge pending against the actual BID
- Magistrate refuses to issue a Liability Order for any reason

If after being served an Enforcement Notice the Council fails to take the requested action within 28 days then the BID Company shall serve an Appeal Notice to the Chief Executive of the Council. Such notice shall:-

- (i) detail the sum which remains unpaid;
- (ii) confirm that the Council has failed to use the enforcement mechanisms available to it under this Agreement to recover the sum; and
- (iii) request a meeting take place between the Chief Executive, relevant officers of the Council and BID Company to achieve a solution and/or agree a strategy to recover the outstanding sum such meeting to take place in any event no later than 28 (twenty eight) days from service of the Appeal Notice

9.3 In the event that the Council fails to take any of the steps requested by the BID

Company pursuant to clauses 9.1 and 9.2 (above) the Council shall (within 28 days of receipt of written notice from the BID Company which specifies the amount of BID Levy outstanding) pay the specified sum into the BID Revenue Account and provide written confirmation to the BID Company that this has been done. Where the Council has taken the steps listed in clause 9.1 and 9.2 subject to the exclusions listed and the debt remains unpaid or is subsequently written off, the Council will not be required to pay the equivalent sum into the BID Revenue Account.

10. Accounting Procedures and Monitoring

10.1 Within 1 (one) month from the Operational Date the Council and BID Company shall form the Monitoring Group

10.2 In addition to the information outlined in 7.4, every month during the BID term the Council shall provide the BID Company with a breakdown of:-

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

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

10.2.3 details (together with the outstanding unpaid sum) of those BID Levy Payers who have not paid the BID Levy during those 6 months;

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

10.2.5 details of any Liability Orders obtained or applied for by the Council;

10.3 The Monitoring Group shall meet no less than once in any one Financial Year and on all other occasions further meetings of the Monitoring Group shall be arranged by the service of written notice by either party on the other, such notice to be provided no less than 28 (twenty eight) days prior to the date of the proposed meeting (or lesser if otherwise agreed or in cases of emergency) and provided further that such meetings can be dispensed with altogether upon the written agreement of both the Council and the BID Company

10.4 At each meeting the Monitoring Group shall

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

10.4.2 if required, review and assess the information provided by the Council pursuant to Clauses 10.2 above and make any recommendations for implementation as may be agreed (and which are permitted by the Regulations and the terms of this Agreement)

10.5 Within 1 (one) month after the date of the end of the Financial Year the Council shall provide the Annual Report to the BID Company

10.6 The BID Company shall provide the BID Company Report to the Council two weeks prior to their Annual General Meeting (this normally takes place in September or October).

11. Termination

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

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

(ii) the Council is unable, due to any cause beyond its control to provide the works or services which are secured as part of the BID Arrangements unless and until it first serves the Public Meeting Notice on the BID Levy Payers and the Council's Termination Notice on the BID Company and within 14 (fourteen) days from the date of service of such notice both parties shall arrange to meet

where the purpose of such meeting shall be to discuss and/or agree all or any of the following set out in Clause 11.2 or (whichever is applicable)

11.2 Where the BID Termination Notice relates to Clause 11.1(i) both parties shall agree and/or discuss or review the following:

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

(b) insufficient funds;

(c) alternative means by which the insufficiency of the funds can be remedied; and

(d) an appropriate time frame to resolve this issue;

11.3 Where the BID Termination Notice relates to clause 11.1(ii) both parties shall agree and/or discuss or review the following:

11.3.1 the services or works which it is no longer able to provide together with confirmation and details as to why such works or services cannot be provided;

11.3.2 a review by both parties as to whether such works or services are of material importance to the BID so that termination of the BID Arrangements is the only option;

11.3.3 alternative means of procuring the said services or works by third parties or increased financial funding from the BID Company;

11.3.4 alternative replacement services or works which will be acceptable to the BID Company;

11.3.5 an appropriate time frame to resolve this issue

11.4 In the event that the parties cannot reach agreement in relation to the above the Council shall cause a Public Meeting to be held and subject to consideration of representations made by any BID Levy Payer at the Public Meeting the Council shall be permitted to terminate the BID Arrangements provided that notice by the Council to terminate the BID shall be provided to the BID Company no less than 28 days prior to termination taking place

11.5 Upon termination of the BID Arrangements the Council shall review whether there is a credit in the BID Revenue Account and in the event that there are sufficient funds in the BID Revenue Account amounting to a refund of at least £5 for each BID Levy Payer (having already deducted a reasonable sum for the administration of such refund) to:

11.5.1 calculate the amount to be refunded to each BID Levy payer;

11.5.2 ensure that the amount to be refunded is calculated by reference to the amount payable by each BID Levy Payer for the last chargeable period; and

11.5.3 make arrangements for the amount calculated to be credited against any outstanding liabilities of each BID Levy Payer or, where there are no such liabilities refunded to the BID Levy Payer.

11.6 Upon termination of the BID the Council shall notify the BID Levy Payers of such termination in accordance with regulation 18(6) of the Regulations together with confirmation as to whether any part of the BID Levy is to be repaid to BID Levy payers in accordance with clause 11.6

11.7 The BID Company shall not be permitted to terminate the BID Arrangements where:

11.7.1 the works or services under the BID Arrangements are no longer required; or

11.7.2 the BID Company is unable, due to any cause beyond its control to provide works and services which are necessary for the BID to continue unless and until it has served the BID Company's Termination Notice on the Council and thereafter carried out a proper consultation with all relevant representatives of the BID Area as considered appropriate by the Council.

11.8 Upon termination of the BID Arrangements the BID Company shall notify the Council of such termination in accordance with Regulation 18(5) and the Council shall notify the BID Levy payers pursuant to Regulation 18(6) together with confirmation as to whether any part of the BID Levy is to be repaid to BID Levy payers in accordance with clause 11.5

12. Confidentiality

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

13. Notices

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

13.2 A Notice may be served by

13.2.1 delivery to the Head of Business Growth and Enterprise, London Borough of Lambeth

13.2.2 delivery to the Company Secretary at the BID Company's address specified above

13.2.3 registered or recorded delivery post

13.2.4 Electronic Communication (provided that it is in legible form and is capable of being used for subsequent reference)

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

14. Miscellaneous

14.1 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

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

14.3 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

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

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

14.6 References to statutes, bye laws, regulations, orders, delegated legislation shall include any such instrument re-enacting or made pursuant to the same power

15. Exercise of the Council's powers

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

16. Contracts (Rights Of Third Parties)

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

17. Arbitration

The following provisions shall apply in the event of a dispute:

17.1 Any dispute or difference of any kind whatsoever arising between the parties hereto out of or in connection with this Deed shall be referred to arbitration before a single arbitrator

17.2 The parties shall jointly appoint the arbitrator not later than 28 (twenty eight) days after service of a request in writing by either party to do so and each party shall bear its own costs

17.3 If the parties are unable to agree within 28 (twenty eight) days as to the appointment of such arbitrator then such arbitrator (hereinafter referred to as "the Tribunal") shall be appointed on the application of either party to the President for the time being of the Law Society

17.4 In the event of a reference to arbitration the parties agree to:

- Prosecute any such reference expeditiously and
- Do all things or take all steps reasonably necessary in order to enable the Tribunal to deliver any award (interim, final or otherwise) as soon as reasonably practicable

17.5 The award shall be in writing signed by the Tribunal and shall be finalised within 21 (twenty one) days from the date of such award

17.6 The award shall be final and binding both on the parties and on any persons claiming through or under them

18. Freedom of Information

18.1 The BID Company accepts that the Council is obliged to comply with the Freedom of Information Act 2000 and the Code of Practice on the Act, and will assist the Council to comply with these obligations. This includes helping the Council comply with its obligation to respond to a request for information within 20 days of receipt; and providing information to the Council where the

Council requests.

18.2 The Council is entitled to disclose information unless it believes that the information is exempt under the Act. Exemption may apply where, for example, information is provided in confidence; where the information is a trade secret; or where release is likely to prejudice commercial interests. The Council will decide, acting reasonably, whether information requested under the Act is to be disclosed or not. The Council will where reasonably practicable consult the BID Company and will consider any representations made by it. The Council shall not be liable for any loss or other detriment caused by the disclosure of any information in response to a request for information under the Act

Signed by the parties or their duly authorised representatives

Signed by

duty authorized for and
on behalf of
London Borough Of Lambeth)

Signed by

duty authorized for and
on behalf of
London Borough Of Lambeth

Signed by

duty authorized for and
on behalf of
Brixton BID Development Company



**YOUR VOTE.
YOUR VOICE.
YOUR BRIXTON.**

**WORKING
TOGETHER
#FORBRIXTON**

CONNECT WITH US

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