

A proposal to alter the Better Bankside Business Improvement District Arrangements

**Better Bankside Business Improvement District: how will it be
altered, how will it be managed**

A PDF version of this document will be available on the Better Bankside website, or as hard copy from info@betterbankside.co.uk, 020 7928 3998, or by writing to:

**Better Bankside
Bankside Community Space
18 Great Guildford Street
London SE1 0FD**

They will replace the existing documents only if the Better Bankside Business Improvement District is renewed at ballot.

If there are any aspects of the document which need further clarification, please do not hesitate to contact Better Bankside as indicated above or through telephoning Peter Williams, CEO at the number above.

Contents

1. Better Bankside Business Improvement District (BID) arrangements (page 4)

These provide further definition of the area which supplement the map published in the proposal, explaining how the levy is calculated and applied, how the ballot will operate and how the Business Improvement District may be terminated or altered. It also refers to the structure of the Business Improvement District board and collection of the levy. More details on these items appear elsewhere in the document with the publication of the Memorandum of Association and Articles of Association and the Operating Agreement.

2. Operating agreement (page 16)

This is an agreement between Southwark Council and the Better Bankside Business Improvement District board in respect of the collection of the levy by the Council and its subsequent passing on to Better Bankside. 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.

3. Baseline agreement (page 35)

This is an agreement between Southwark Council and the Better Bankside Business Improvement District board in respect of the standard and additional services that will be provided by the Council in the Business Improvement District area. This agreement is subject to review prior to the start of the 2015-2020 BID term.

Introduction to Better Bankside Business Improvement District (BID) arrangements 2015-2020

Better Bankside Business Improvement District arrangements have been updated for the 2015-2020 term.

The following changes to the BID levy and Better Bankside area will come into force if approved by businesses eligible to vote in the BID ballot in November 2014:

- extension of the Better Bankside area to take in the streets set out in Annexe1 (Paragraph 4)
- an increase in the threshold for eligible hereditaments from £15,000 RV to £17,500 RV (Paragraph 5)
- reduction in the BID levy to 1.2% of Rateable Value (RV) (Paragraph 6)
- the use of the 2010 RV list instead of the 2005 RV list as the basis of the BID levy calculations (Paragraph 6)
- removal of a provision granting 50% BID levy relief on empty properties. (Paragraph 6)
- lowering of the cap on the BID levy to £75,000 (Paragraph 6)

Of these changes, the reduction of the BID levy rate to 1.2% of RV and the reduction of the cap on the BID levy do not require approval at ballot, according to the Business Improvement District (England) Regulations 2004.

1 Better Bankside Business Improvement District (BID) arrangements 2015

1 Definitions

1.1 Definitions in these arrangements are as per The Business Improvement Districts (England) Regulations 2004.

2 The BID proposer

2.1 The BID proposer is Better Bankside, a company limited by guarantee incorporated on 15th May 2002 as Bankside Local Management Board Limited (Company No. 4438887). This is a body one of whose purposes is developing BID proposals. Better Bankside's Memorandum and Articles of Association can be found elsewhere in this document.

3 The BID duration and the BID body

3.1 In the event of a positive outcome to the BID alteration ballot, the Better Bankside BID will operate from 1st April 2015 and run until 31st March 2020. Better Bankside will be the BID body, responsible for implementing the BID arrangements. Before the end of this period the Better Bankside board may choose to seek renewal of the BID for a further five years.

3.2 Any costs incurred in developing the BID proposals or implementing the BID will be met by Better Bankside Business Improvement District.

4 The BID area

4.1 The list of streets and addresses are included with the map as Annexe 1. The current BID area extends north to the River Thames, and east to Borough High Street (as far south as Hulme Place). On the western side it extends to the viaduct, and southern boundary is Union Street.

4.2 For the purposes of the 2015 Better Bankside BID Alteration Ballot, the BID area will be extended to include a further area. This area stretches west to Blackfriars Road (part), Hatfields (part), Great Suffolk Street (part) and Glasshill Street (part). The southern edge is

Union Street, Copperfield Street (part), Pocock Street (part) and Webber Street (part). The streets included in the extension of the existing BID can be found in Annexe 1 and on the map.

5 Eligible business types

5.1 Section 64 (1) of the Local Government Finance Act 1998 defines a 'hereditament' as 'property which is or may become liable to rate, being a unit of such property which is, or would fall to be, shown as a separate item in the valuation list'.

5.2 The BID levy will be charged on all commercial hereditaments within the BID area as defined above, but with the following exceptions:

- Those with a rateable value of less than £17,500, according to the 2010 version of the Rating List. Ratepayers for hereditaments in the BID area with a rateable value of less than £17,500 will have the opportunity to subscribe to the Better Bankside Business Club.
- 'Central List' properties that are not contained in the local rating list. (N.B. These include British Telecom and gas and electricity supply networks.)
- Advertising Rights, Communication Stations & Car Parks.

6 The BID Levy

6.1 The occupier of an eligible hereditament within the BID area will be BID payer or liable party (as defined by rating regulations – Local Government Finance Act 1988 and General Rate Act 1967). He is subject to a BID levy in respect of each chargeable financial year (as defined in section 45 of the Local Government Act 2003) for the life of the BID.

6.2 The BID levy has been set at 1.2% of rateable value for each chargeable financial year or part thereof. For the duration of the 2015-20 BID rateable values are those of the 2010 Rating List, as per the version of the List current on the ballot date, subject to 6.10.

6.3 The levy will rise annually during the life of the BID in line with inflation. For this purpose, the increase will reflect the annual increase in the 'multiplier' by which the Uniform Business

Rate (UBR) is calculated. The government has stated that the multiplier 'may not increase more than the rate of increase in the Retail Prices Index for the 12 months ending in September prior to the year in question'. However, if the multiplier falls, the BID levy rate will remain static.

6.4 The levy is capped at £75,000 for any one business occupying one or more hereditaments in the same building for the first year of the five-year BID renewal period. The cap level will rise at the same rate as the BID levy, but will not fall.

6.5 Any hereditaments or ratepayers qualifying for mandatory and/or discretionary rate relief will receive relief on the BID levy at the same rate.

6.6 For unoccupied hereditaments, the BID levy is still payable. No 3-month 'void' period will be given if the property is empty. Those hereditaments which are exempt from empty property rates will not be exempt from the BID levy.

6.7 The BID levy payer on empty properties will be the owner of the whole of the hereditament. The term 'owner' is defined in section 65 (1) of the Local Government Finance Act 1998. Where hereditaments are unoccupied at the time of the ballot, the owner will be entitled to vote in the BID ballot.

6.8 Owner occupiers will pay the levy.

6.9 Businesses which begin to occupy existing eligible BID hereditaments during the five-year BID period will be liable to pay the levy.

6.10 The BID levy will be extended to occupiers of hereditaments built or first occupied or reconstituted in the BID area during the life of the BID, assuming that they are otherwise eligible. This includes hereditaments which are created as a result of alteration or reconfiguration of existing accommodation. In these cases the levy will be calculated on the basis of the rateable value entered in the most recent version of the Rating List.

7 Governance of the company

7.1 The Memorandum & Articles of Association are to be found in a separate document.

8 The Alteration Ballot

8.1 Conduct of the Ballot

8.1.1 The Alteration of the Better Bankside BID is for a further period of five years.

8.1.2 The Alteration will only be implemented if it is approved in a ballot. A successful ballot will have to meet two tests. First a simple majority of those voting must vote in favour. Second, those voting in favour must represent a majority of the aggregate rateable value of the hereditaments (rateable properties) voting.

8.1.3 A ratepayer shall be entitled to vote in the BID ballot if, on the date the ballot holder publishes the notice of the ballot, he falls within the class of non-domestic ratepayers to be liable for BID levy described above.

8.1.4 The ballot shall be a postal ballot and will be secret.

8.1.5 Each person entitled to vote in the BID ballot shall have one vote in respect of each eligible hereditament occupied or (if unoccupied) owned by him in the geographical area of the BID, as long as it has a rateable value of £17,500 or more.

8.1.6 Any one person is capable of being appointed proxy to vote for another in a ballot and may vote in pursuance of the appointment. An application to appoint a proxy must be received by the ballot holder before 5pm on the tenth day before the day of the ballot.

8.1.7 The day on which the ballot closes will be at least 4 weeks after the date on which the ballot papers are sent out to ratepayers. All votes must be received by 5pm on the last day of the ballot. The ballot paper shall include the wording 'Are you in favour of the Business Improvement District proposals?' a YES/NO indication and the addresses of the hereditaments for which the person is voting. It shall also include the signature of the person voting and a declaration that they are entitled to vote in respect of the named hereditament(s).

8.1.8 When the result of the ballot has been determined, the ballot holder shall notify Southwark Council, Better Bankside and the Secretary of State of the result. He shall also publish the result and the number of total votes for and against including rateable value weighting.

8.1.9 The person who holds the BID ballot shall be the person the billing authority has appointed under section 35 of the Representation of the People Act 1983 (7) as the returning officer for elections to that authority.

8.2 Declaring a ballot void

8.2.1 The Secretary of State may declare void the BID ballot if it appears to him that a material irregularity has occurred. 'Material irregularity' means:

- a) A contravention of any requirement of the BID Regulations which, in the Secretary of State's opinion, means it is likely that voting in the BID ballot has been affected to a significant extent by the contravention.
- b) Persons other than persons entitled to vote have purported to vote in the ballot and, in the Secretary of State's opinion, it is likely that the result of the BID ballot has been affected to a significant extent.
- c) Persons entitled to vote have been prevented from voting or hindered from doing so freely in accordance with their own opinion and, in the Secretary of State's opinion, it is likely that the result of the BID ballot has been affected to a significant extent.

8.2.2 The ballot shall not be declared void unless, by the date which is 28 days after the notice of the result is published pursuant to paragraph 15 of Schedule 2, a person ('the complainant'), being

- a) The BID proposer,
- b) At least 5% of the persons entitled to vote in the BID ballot or c) the billing authority, has made a request (by notice given in writing) to the Secretary of State to exercise his powers to declare the ballot void, specifying the reason for such a request.

8.2.3 The Secretary of State shall notify the complainant, the BID proposer and the billing authority of his decision and where he declares void the BID ballot he shall notify the relevant billing authority requiring it to arrange for a re-ballot or, as the case may be, a further re-ballot.

8.3 Inspection of billing authority records and restrictions on use

8.3.1 The billing authority has drawn up a list showing the name of each non-domestic ratepayer and the address and rateable value of each hereditament which is occupied, or (if unoccupied) owned, by him in the geographical area to which the BID relates. Any person or group of persons who together represents 5% or more of the persons who are to be liable for the proposed BID levy may request the billing authority to supply the information contained in this list.

8.3.2 The billing authority shall make available for inspection a copy of the information in the list referred to above at its offices during normal working hours to any person provided the authority is satisfied the person will use the information for either a) developing BID proposals or b) canvassing persons entitled to vote in relation to the BID ballot. No person may disclose to any person any information contained in this list or make use of this information otherwise than for the purposes mentioned above.

8.4 Alteration of the BID arrangements

8.4.1 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 i) cause any person to be liable to pay BID levy who was not previously liable to pay; or ii) increase BID levy for any person.

8.4.2 Where BID arrangements may be altered without an alteration ballot, the alteration will be made by a decision of the Better Bankside board, following consultation with Southwark Council.

8.4.3 The billing authority shall ensure the BID arrangements (as altered) are made by the time those BID arrangements (as altered) are due to come into force and shall send a notice explaining the reason for and the effect of the alteration to each person liable for the BID levy.

8.4.5 Where an alteration ballot is required, two tests will have to be met. First a simple majority of those voting must vote in favour. Second, those voting in favour must represent a majority by rateable value of the hereditaments (rateable properties) of those voting.

8.5 Termination of BID arrangements

8.5.1 The BID company may terminate the BID arrangements where –

- a) the works or services to be provided under the BID arrangements are no longer required
- b) the person implementing the BID arrangements is unable, due to any cause beyond its control, to provide works or services which are necessary for the BID to continue provided that it has consulted with the billing authority

8.5.2 The BID company shall notify the billing authority of its intention to terminate the BID arrangements at least 28 days before the date of the termination. Where BID arrangements are terminated under this regulation the relevant billing authority shall as soon as reasonably practicable give notice of the termination to each person liable for BID levy and the notice shall include an explanation of whether a repayment is due.

9 Collecting the levy

9.1 The London Borough of Southwark is the billing authority for the Bankside BID and will be responsible for billing and collection (including legal enforcement) of the BID levy. An Operating Agreement between London Borough of Southwark and Better Bankside sets out how the BID levy is to be collected and administered on behalf of the BID by the London Borough of Southwark.

9.2 The BID levy will be collected in two instalments – one at the beginning of each financial year and one six months later. The BID levy charge cannot be paid in smaller instalments except in case of ‘hardship’ which must be agreed with the BID company.

9.3 For each chargeable period Southwark Council shall serve a notice in writing on every person who is liable for BID levy in relation to the BID arrangements for the period.

9.4 A demand notice shall be served with respect to the amount payable for every hereditament as regards which a person is liable for BID levy, though a single notice may relate to the amount payable with respect to more than one such hereditament.

9.5 Refunds will be issued to BID levy payers who have paid the annual BID levy in full but vacate their property in the operating financial year. The amount refunded will be calculated from the later of the certified date of vacation or the date of notification.

9.6 BID levy bills will be issued to each new arriving business ratepayer.

9.7 Enforcement where non payment of the levy has occurred will be subject to recovery actions as defined within rating regulations – Local Government Finance Act 1988 and the Non-Domestic Rating (Collection and Enforcement) (Local Lists) Regulations 1989, as well as Regulation 15 and Schedule 4 of The Business Improvement Districts (England) Regulations 2004. Such actions include the issue of a reminder, Magistrates Court summons, collection agencies and distraint.

Annexe 1 The BID area

The following streets are included in the existing BID area:

America Street

Bank End

Bankside

Bear Gardens

Bear Lane (5-13, 31-36)

Bedale Street

Borough High Street (up to 287 on east side and up to 230 on west side)

Burrell Street (5-13, 47-51, 20-48)

Calvert Buildings

Canvey Street

Castle Yard

Cathedral Street

Chapel Court

Clink Street

Dolben Street (27-30)

Emerson Street

Ewer Street

Farnham Place

Flat Iron Square

Gatehouse Square

George Inn Yard

Great Guildford Street (odd nos. up to no. 23- south to Great Guildford Business Square – no. 30 and including the block facing)

Great Suffolk Street (5-13, 20-48)

Green Dragon Court

Holland Street

Hopton Street

Invicta Plaza

Kentish Buildings

Keppel Row

Kings Head Yard

Lavington Street

Maiden Lane
Maidstone Building Mews
Mermaid Court (no.1)
Montague Close
New Globe Walk
O'Meara Street
Park Street
Perkins Square
Porter Street
Price's Street
Queens Head Yard
Redcross Way (up to 22)
Riverside Walk
Rochester Walk
Rose Alley
Southwark Bridge Road (even nos, up to 56, odd nos. up to 81)
Southwark Street
St Margaret's Court
Stoney Street
Sumner Street
Talbot Yard
Thrale Street
Treveris Street (Arch 10)
Union Street
Wardens Grove
White Hard Yard
Winchester Square
Winchester Walk
Zoar Street

For the purposes of the 2015 Better Bankside Alteration Ballot, the BID area will be extended.
The following streets are included in the extension of the existing BID area:

*denotes nos. not within existing BID area

*Bear Lane

Blackfriars Road (18-60 on west side, 202-245 on east side)

Brinton Walk

*Burrell Street

Chancel Street

Colombo Street

Copperfield Street (25-62)

*Dolben Street

Gambia Street

Glasshill Street (odd nos from 21 on east side, west side no. 65)

Great Suffolk Street (up to 152)

Hatfields (15-19 including Multisports Courts facing it)

Loman Street

Meymott Street

Nicholson Street

Paris Gardens

Pepper Street

Pocock Street

Rennie Street (south of Stamford Street)

Risborough Street

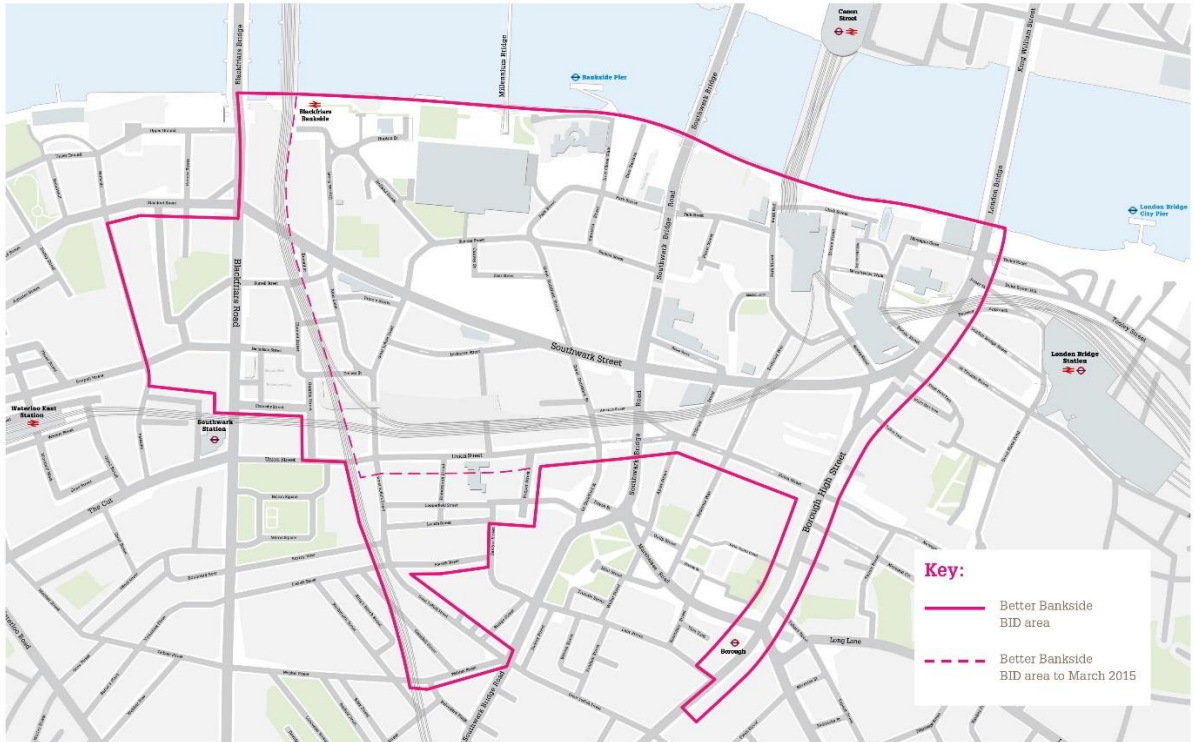
Rotherham Walk

Scoresby Street

*Treveris Street

Webber Street (98-132)

Better Bankside BID area



2. Operating Agreement

London Borough of Southwark: Better Bankside Business Improvement District

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Operating Agreement

Dated :

Between

- 1) London Borough of Southwark, Tooley Street; and
- 2) Better Bankside registered as a company limited by guarantee in England with Nr 4438887.

Recitals

- A. 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
- B. 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
- C. 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
- D. 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

It is agreed:

1 Definitions

the Annual Report means a report to be prepared by the Council which details the following:-

- (i) the total amount of BID Levy collected during the relevant Financial Year;
- (ii) the total amount of interest earned on any part of the BID Levy whilst held by the council;
- (iii) details of the success rate for the collection of the BID Levy;
- (iv) the Council's proposals (if any) to help improve its efficiency in the collection and enforcement of the BID Levy; and
- (v) details of those BID Levy Payers who have paid the BID Levy and those who have not paid the BID Levy.
- (vi) 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 and be dealt with in line with procedure appended as appendix 1

the Ballot Result Date means the date upon which a successful ballot result has been declared in favour of putting in place the BID Arrangements

the Baseline Agreement means the draft Agreement annexed at Schedule 2

the BID means the Business Improvement District which operates within the area detailed in the BID arrangements and illustrated by the map in this document and which is managed and operated by the BID Company

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

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 11.7

BID Levy Payer(s) means the non-domestic rate payers responsible 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 1/4/15 to 31/3/2020

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 Contributors making voluntary contributions to the BID company.

BID Levy 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):

- 1.1 by means of a telecommunication system (within the meaning of the Telecommunications Act 1984); or
- 2.1 by other means but while in electronic form

the Enforcement Expenses means the costs which are incurred by the Council in issuing a Reminder Notice, obtaining Liability Orders and associated administrative expenses which may be incurred in recovering unpaid BID Levy provided that such costs shall not exceed [x]% of the total BID Levy collected against any one BID Levy Payer

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 are as further set out in appendix 1

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 April to March

the First Priority Payment means the first 6 monthly 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 [provided that such costs shall not exceed [x]% of the total value of the BID Levy collected in any one Financial Year]

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 11) such group to consist of at least two Council officers and representatives 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 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

2 Statutory Authorities

2.1 This Agreement is made pursuant to Section 2 and Part IV 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 is conditional upon and shall not take effect until the Ballot Result Date.

3.2 In the event that the BID Arrangements are not voted in by the BID Levy Payers on the Ballot Result Date then this Agreement shall determine and cease to be of any further effect between the parties

3.3 If, at the end of the BID Term a renewal ballot is held and is successful then the terms of this Agreement shall continue to be of effect and the BID Term shall thereafter be construed as the new term

4. Setting the BID Levy

4.1 Immediately upon the Ballot Result Date 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 by each BID Levy Payer
- (iii) enter into the Baseline Agreement with the BID Company

5. The BID Revenue Account

5.1 Within 30 working days from the Ballot Result Date the Council shall set up the BID Revenue Account and provide written confirmation to the BID Company once this has been carried out together with details of the account number sort code and any other details which the BID Company may specify

5.2 Within 30 working 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 from the BID Revenue Account

6. Debits from the BID Revenue Account

6.1 The Council shall not debit directly from the BID Revenue Account:-

- (i) the First Priority Expenses;
- (ii) the Enforcement Expenses; or

6.2 Upon the expiry of the second month within the Financial Year (throughout the BID Term) the Council shall provide an invoice to the BID Company for payment of the First Priority Expenses

6.3 Upon the expiry of 6 months in the Financial Year (throughout the BID Term) the Council shall provide one further invoice for its reasonable administrative expenses incurred in carrying out its obligations under this Agreement and the Regulations

6.4 The BID Company shall pay the said invoices within 28 (twenty eight days) from the date of receipt

6.5 In the event that the BID Company fails to pay the said invoices within the prescribed time period then notwithstanding Clause 6.1 the Council shall be permitted to recover the invoiced costs directly from the BID Revenue Account

6.6 The Council shall be entitled to recover the Enforcement Expenses from the BID Company as and when they are incurred and shall provide an invoice to the BID Company which provides a detailed breakdown of the costs incurred.

6.7 the BID Company shall arrange for any invoiced Enforcement Expenses to be paid within 28 days from the date of such invoice. In the event the BID Company fails to pay

the said invoices within the prescribed time period then notwithstanding clause 6.1 the Council shall be permitted to recover the invoiced Enforcement Expenses directly from the BID Revenue Account.

7. Collecting the BID Levy

7.1 Within 14 (fourteen) days of the Ballot Result Date the Council shall 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)

7.2 Pursuant to clause 7.1(ii) the Council shall serve the Demand Notices on each BID Levy Demand Notices 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 this available to the BID Company upon its reasonable request.

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 and indicate where funds may be appropriate

- a) serve an updated list of BID Levy payers upon the BID Company;
- b) serve a BID Levy Demand Notice (or alter any existing Demand Notice if appropriate) on the relevant BID Levy Payer

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

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

7.7 As and from the 14th day of April 2015, the Council will transfer all sums credited to the BID Revenue Account within the first 7 days of the month, to the BID Company's own bank account. This process will continue on a weekly basis thereafter.

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 within 28 (twenty eight) days from the date that it becomes payable then (subject to the Exceptions or as may otherwise be agreed between the parties) the Council shall serve a Reminder Notice on such relevant BID Levy Payer which shall:-

- (i) identify the sum payable;
- (ii) provide a further 7 (seven) 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

8.2 If after a further 7 (seven) days from the payment date stated in the Reminder Notice the outstanding sum of the BID Levy has not been paid the Council shall make an application 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)

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 serve a Reminder Notice; or
- (ii) it obtains a Liability Order pursuant to Clause 8.2 above within 14 (fourteen) days of receipt of such Enforcement Notice and the Council shall thereafter provide written confirmation of the action taken to the recover the unpaid BID Levy

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

- (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]

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 Every 6 (six) months (for the duration of BID Term) the Council shall provide the BID Company with a breakdown of:-

- (i) the amount of BID Levy for each individual BID Levy Payer;
- (ii) the BID Levy collected in relation to each BID Levy Payer;
- (iii) details (together with the outstanding unpaid sum) of those BID Levy Payers who
- (iv) have not paid the BID Levy during those 6 months;
- (v) details of the Reminder Notices issued throughout that period; and (v) details of any Liability Orders obtained or applied for by the Council

10.3 Every 6 (six) months (for the BID Term) the BID Company shall provide the Council with the following details:

- a) the total amount of BID Levy received
- b) the total amount of income received from the Contributors (excluding the BID Levy)
- c) the total expenditure during that 6 month period.

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

10.5 At each meeting the Monitoring Group shall

- (i) review the effectiveness of the collection and enforcement of the BID Levy; and
- (ii) if required, review and assess the information provided by the Council and the BID Company pursuant to Clauses 10.2 and 10.3 above and make any recommendations for implementation as may be agreed (and which are permitted by the Regulations and the terms of this Agreement)

10.6 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

10.7 Within 1 (one) month from the date of receipt of the Annual Report the BID Company shall provide the BID Company Report to the Council

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 11.3 (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:

- (a) 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;
- (b) 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;
- (c) alternative means of procuring the said services or works by third parties or increased financial funding from the BID Company;

- (d) alternative replacement services or works which will be acceptable to the BID Company;
- (e) an appropriate time frame to resolve this issue

11.4 Notwithstanding clauses 11.1, 11.2 and 11.3 above, the Council shall cause a Public Meeting to be held

11.5 In the event that the parties cannot reach agreement in relation to the above 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

11.6 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 £50 for each BID Levy Payer (having already deducted a reasonable sum for the administration of such refund) to:

- (a) calculate the amount to be refunded to each BID Levy payer;
- (b) 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
- (c) 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.

11.7 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

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

- (a) the works or services under the BID Arrangements are no longer required; or
- (b) 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.

11.9 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 11.6

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 other written communication to be served or given to or upon any party to this Agreement to the other shall be in writing and shall be sent to the 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 Chief Executive Officer at the Council's address specified above;

or

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

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

17.5The 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]

Signed by the parties [or their duly authorised representatives]

Appendix 1 Procedure for the write-off of Bad Debt: Business Improvement District (BIDs) Better Bankside

1 Introduction

The authorisation to write off debts must be formally carried out by the London Borough of Southwark Revenues Officer. Debts to be written off will fall within the following categories:

- Absconded
- Deceased
- Insolvency/Bankruptcy (in respect of NNDR)
- De-minimus amounts

A schedule of proposed debts for write off will be submitted to Better Bankside at the end of each calendar month (or at timely periods to be agreed). The representative of Better Bankside will indicate agreement to write off all or part of the schedule. The revenues officer will remove the authorised debts from the system.

A record of all debts written off will be maintained for audit purposes and provided within the reports supplied to the monitoring group.

Each schedule will include the following:

- Account Reference
- Name of Levy Payer
- Address of hereditament
- Period of charge
- Amount proposed to be written off
- Reason for write off
- Last stage of recovery
- Totals

A sample of the submission sheet and schedule is included at appendices A and B.

The Revenues Officer will ensure the system reconciles to the schedules submitted.

The following procedures – for NNDR – will be carried out in respect of the ratepayer's debt for NNDR.

The results of which will be used to determine whether the unpaid BID levy should be written off.

In all circumstances the BID levy payer will be sent a final notice to the billing or last known address.

2 Procedures for checking

2.1 Absconded

In all cases identify the owners/landlords or the current occupiers of the hereditament. Contact should be made to ascertain details of the vacating ratepayer (date vacated/forwarding address etc.). It is expected that the additional sources will be used to identify owners i.e. land registry, property division to ensure accuracy of the database.

Recovery action may be suppressed whilst investigations and searches are carried out, the account must be reviewed within 4 weeks of the suppressant being set. All searches are expected to have been completed within this time.

Address searches – other Council systems available will be used to check whether the ratepayer has moved within the borough. Searches may be made to NNDR teams at other local authorities to confirm whereabouts.

Name searches – other Council systems available may be used to check whether the ratepayer has moved within the borough.

Other information – information held on the ratepayer's file or within the Document Imaging System will be referred to in reviewing the ratepayer's whereabouts. If a telephone number is traced, it is expected that attempts will be made to contact the ratepayer, whilst maintaining due regard to DPA requirements.

In cases where a company is the named ratepayer, notices should be issued to the registered office.

If an alternative address has been used, the billing address will be changed and a notices sent to the registered office.

If – at an early stage – there is clear indication that the ratepayer is unlikely to be traced, a write off may be submitted with full reasons noted. All such cases must be submitted on a separate batch sheet and should not be included with cases requiring full procedural checks.

2.2 Deceased

The account name will be changed to '*Representatives of Name Name Deceased*'. If a solicitor's address is available, a final account should be sent care of the solicitors for debts in excess of £20.00.

Where the system allows the deceased indicator should be utilised (PBLRMX indicator).

Any debt of less than £20.00 should be written off as soon as is practical and recovery meanwhile suppressed (a submission form should still be forwarded at the earliest convenience).

Debts greater than £20.00 should be billed c/o solicitors or any known executors. All such cases such be reviewed monthly to determine whether write off is appropriate.

2.3 Insolvency/Bankruptcy

In all cases the account must be closed from the date the liable person has been declared bankrupt.

All cases submitted should confirm that evidence has been received from either the trustee or receiver of the date of declaration and unlikelihood of settlement of the debt.

As settlement can take a considerable time to be resolved, re-instatement of the debt may be necessary at a later time. An insolvency practitioner may be employed to assist this function.

In cases where businesses go into Liquidation the debt will be registered with the appointed liquidators. In Administration cases the account will be closed from the date of administration and a new bill will be issued in the name of the administrators from the following day.

2.4 De minimus

The following amounts may be written off without the need for a schedule of agreement to be signed by the Better Bankside BID Company:

<u>Category</u>	<u>Amount of debt</u>
a. Closed accounts	Less than £20
b. Recovery costs	Amount of costs raised if unpaid
c. Year end debt clearance	Less than £10

These debts may be written once the following conditions have been met:

Category a – A reminder or final notice has been sent to the last known address following termination of the account. No payment arrangements exist to clear the debt

Category b – Recovery costs may be written off when the account is closed. The amount of costs may be written off if the debt is paid before the court hearing date and on agreement with the revenues officer.

Category c – Current year debts may be written off as part of the year end process.

Appendix A

Authorisation Sheet

Type of Debt:	<i>BID Levy (Better Bankside)</i>		
Category:	<i>Absconded (or other)</i>		
	The attached schedule (dated xx/xx/xx) refers to the following:		
Number of accounts:	xx		
Total debt:	£x * <i>*all amounts are exclusive of costs</i>		
Debt per annum:	<i>Year</i>	<i>Year</i>	<i>Total</i>
	£x	£x	£x

I confirm that all procedural checks have been carried out in accordance with this policy.
(Any exceptions should be listed separately, together with reasons for non-compliance with procedures).

Name of LB Southwark officer recommending write off:

Signature: _____ Date: _____

Better Bankside Authorisation for write off:

Name/designation: _____

Signature: _____ Date: _____

Appendix B

Write Off Schedule

Type of Debt:	<i>BID LEVY (Better Bankside)</i>						
Category:	<i>Absconded (or other)</i>						
Date of submission:	<i>xx/xx/xx</i>						
Account Ref.	Name ~	Address ~	Period of charge	Recovery stage	Debt per annum	Debt per annum	Total ~
					£	£	£

3. Baseline agreement

London Borough of Southwark: Better Bankside Business Improvement District

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Baseline Agreement for Provision of Standard Services

Dated

Between

- (1) London Borough of Southwark and
- (2) Better Bankside [registered as a company limited by guarantee in England with company number 4438887] [whose registered office is at Bankside Community Space, 18 Great Guildford Street, London SE1 0FD]

Recitals

A The Council is the local authority for the purposes of the Local Government Act 2003 and is responsible for providing the Standard Services within the BID Area

B The BID Company is responsible for the management and operation of the BID and for achieving the objectives and aspirations set out in the BID Proposal

C The purpose of this Agreement is to set out for the avoidance of doubt the Standard Services provided by the Council within the BID Area and to set the Benchmark Criteria against which the provision of the Standard Services are to be assessed.

It is agreed:

1 Definitions

Benchmark Criteria means the standards and industry practices against which the provision of Standard Services is to be assessed the principles of which are set out in Schedule 2

[**Best Value Duty** means the duty imposed on the Council by Section 3 of the Local Government Act 1999]

[**Best Value Indicators** means the best value data compiled by the Council as a result of carrying out its Best Value Duty]

[**Best Value Review** means the review to be carried out by the Council in accordance with Section 5 of the Local Government Act 1999]

BID Area means that area within which the BID operates (describe area or refer to a plan)

BID means the Business Improvement District which is managed and operated by the BID Company

BID Proposal means the plan voted for by the BID Levy Payers which sets out the objectives of the

BID Failure Notice means a notice served by the BID Company which:

- (a) sets out the Standard Service which the notice relates to;
- (b) states which of the Benchmark Criteria are not being adhered to by the contractor or provider of the Standard Service;
- (c) requests the Council to liaise directly with the provider or contractor for the purposes of securing compliance with the Benchmark Criteria

Operating Agreement means the agreement entered into on ** between the Council and the BID Company which sets out various procedures for the collection monitoring and enforcement of the BID Levy

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)

Standard Services means those services which are provided by the Council within the BID area [and the remainder of its Borough] as set out in Part 1 of Schedule 1 which identifies those services which it is required to undertake as part of its statutory function as local authority and Part 2 of Schedule 1 which identifies those services undertaken which are additional services to those usually provided as part of its statutory function

Standard Services Review Panel means the panel to be set up with representatives from the Council [officers] and representatives from the BID Company

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 and all other enabling powers

3 Commencement

3.1 The terms of this Agreement shall take effect upon the date of this Agreement

4 The Council's Obligations

4.1 The Council agrees to the following:

4.1.1 to provide the Standard Services within the BID Area at its own cost

4.1.2 in the event that the Council is unable to continue to provide all or any part of the Standard Services within the BID Area on account of its being statutorily barred from doing so in respect of any of those Standard Services set out in Part 1 of Schedule 1 or its having

insufficient funds to secure the provision of any of those Standard Services set out in Part 2 of Schedule 1 it shall carry out the following for the BID Company:

- (a) identify which part or parts of the Standard Services it is unable to provide;
 - (b) provide a detailed explanation of why such identified Standard Service is to be withdrawn;
- and
- (c) state the date upon which the Council will cease to operate the identified Standard Service.

4.1.3 not to remove or change any contractor(s) responsible for providing the Standard Services without first serving no less that [2] months' written notice on the BID Company stating:

- (a) the removal or alteration of such contractor;
- (b) the Standard Service which such contractor is responsible for providing; and
- (c) the details of the new contractor appointed to provide the Standard Services(s)

5 Monitoring and Review

5.1 The Council and the BID Company shall set up the Standard Services Review Panel within 28 days from the date of this Agreement the purpose of which shall be to:

5.1.1 monitor the carrying out of the Standard Services

5.1.2 make any recommendations required pursuant to paragraph 5.1.1 (above) to the Council and the BID Company.

5.1.3 [(where partnering arrangements are in place between the Council and the Complementary Services Provider) to review the provision of the Standard Services and Complementary Services against such Best Value Indicators which the Council may publish from time to time and to make such improvements and/or alteration to the Standard Services and/or Benchmark Criteria as is appropriate to comply with or meet Best Value Indicators]

5.1.4 review any Failure Notices served by the BID Company and steps which should be taken to secure the proper carrying out of the Standard Services;

5.1.5 identify the need for any improvement or alteration to the Standard Services and/or Benchmark Criteria

5.2 [In the event that the Council is also providing Complementary Services pursuant to the Complementary Services Agreement the Council and the BID Company agree that the Standard Services Review Panel shall carry out all duties and obligations as set out in paragraphs 6.1.1 to 6.1.8 of the Complementary Services Agreement.]

6 Joint Obligations

6.1 Both the Council and the BID Company agree:

6.1.1 For the purposes only of monitoring the standard services to review and take account of any representations or recommendations made to them by the Standard Services Review Panel and take such action as may be appropriate

6.1.2 To carry out an annual review of the Standard Services to be provided and make such amendments to the level of services as may be required.

7 Licence

7.1 The Council hereby grants licence to the BID Company, its agents or Complementary Service Provider to enter onto into or upon any land within the Council's Ownership or the highway for the purposes of the BID Company its agents or Complementary Service Provider carrying out any function or service required or secured (or any ancillary function) for the operation of the BID

8 Termination

8.1 This Agreement shall be terminated upon any of the following occurring:

(a) the expiry of the BID Term provided that in the event the BID is renewed after the BID Term this Agreement shall, subject to the consent of both parties and any variations they may agree, continue to remain in force and of full effect;

(b) the early Termination of the BID and the giving of relevant notices as required by the Regulations and the Operating Agreement; or

(c) the agreement of both parties

9 Confidentiality

9.1 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 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 provision of the BID.

10 Notices

10.1 Any notice or other written communication to be served or given to or upon any party to this Deed 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.

10.2 A Notice may be served by

10.2.1 delivery to the at the Council's address or specified above;

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

10.2.3 registered or recorded delivery post.

10.3 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.

11 Miscellaneous

11.1 For the avoidance of doubt where any part of this Agreement is incompatible with the Regulations or any other regulations which the First 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

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

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

11.4 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 Deed
Bankside's Business Improvement District:

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

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

12 Exercise of the Council's Powers

12.1 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 statute byelaws statutory instruments orders and regulations in the exercise of its functions as a local authority

13 Contracts (Rights of Third Parties)

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

14 Arbitration

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

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

14.1.2 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

14.1.3 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

14.1.4 In the event of a reference to arbitration the parties agree to: (a) prosecute any such reference expeditiously; and (b) 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

14.1.5 The award shall be in writing signed by the arbitrator

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

Signed by the parties [or their duly authorised representatives]

The Common Seal of [THE COUNCIL] was hereunto affixed in the presence of:

Authorised Signatory

The Common Seal of [THE BID COMPANY] was hereunto affixed in the presence of:

Authorised Signatory

Authorised Signatory

Schedule 1 The standard services and additional services

ACTIVITY	LOCATION	EXISTING LB SOUTHWARK SERVICES	BETTER BANKSIDE ADDITIONAL SERVICES
<p>1) Footway and Carriageway sweeping & cleaning</p>	<p>Streets included in LB Southwark’s existing manual sweeping beats.</p>	<p>Standard Service. LBS service in the Better Bankside BID exceeds the provision elsewhere in Southwark with the exception of Team London Bridge where a contractual arrangement exists with the Council for the provision of cleaning services.</p> <p>Manual sweeping. LBS provides daily cleaning of all the streets, footways and public spaces in the BB BID to include:</p> <ul style="list-style-type: none"> • 1x daily (or more) sweeps and litter picks for heavily trafficked surfaces. • Morning sweeps and afternoon litter picks for more vulnerable surfaces. • Daily litter picks and sweeps every two weeks for less heavily used surfaces. <p>Three street sweepers are dedicated to cleaning the riverside walkway. Cleaners will revert to sweeping where there are problems with heavy littering, such as wind blown waste.(See details below for frequencies)</p> <p>Bin Emptying and Waste Removal. Bins are emptied at least once each day. On busier routes bins are emptied as they fill up. Sometimes as frequently as every 20 minutes at peak times along the riverside walk. Sacks are stored at designated pick up locations and</p>	<p>Additional Cleaning Service BB will provide a manual and machine cleaning, washing and environmental maintenance to supplement existing LBS services and targeted at areas within the BID, such as :-</p> <ul style="list-style-type: none"> • Intensively trafficked locations. • Cobbled surfaces • Hard to reach areas • Enclosed public/ private spaces visible from public footways. • Steps • Planted areas adjoining and visible from public footways • Locations popular with smokers <p>Establishment, Hours of Duty & Cleaning Locations Better Bankside Team will consist of 8 full time operatives (or the equivalent), including a supervisor and a team leader. They will report to a contract manager employed by the contractor. They will be on duty 06:30 to 18:30 Monday to Saturdays inclusive and Sundays 08:30 to 17:30 during the months 1st April to 31st October. 06:30 to 1630 Mondays to Saturdays and 07:00 to 16:30 Sundays during the months 1st November to 31st March.</p> <p>The operatives will visit, inspect and as required clean the surfaces detailed in Schedule 2 each day, 7 days per week: See Schedule 2</p> <p>The expanded service will be subject to increased costs to be agreed with the existing contractor for the remainder of the current contract to July 2016 & subject to ballot November 2014.</p>

	<p>BB BID 2010-15 Riverside Walk New Globe Walk Bear Gardens Rose Alley Bank End Hopton Street Holland Street Castle Yard Sumner Street Park Street Canvey Street Zoar Street Gt Guildford Street Emerson Street Porter Street</p>	<p>removed several times daily by LBS staff as required. Surfaces are jet washed regularly around bins to clean away spillage and leakage from bins</p> <p>Other Cleansing Operations LBS carry out heavy detritus sweeps (build-up of compacted matter usually in gulley’s alongside pavements) once every two weeks both manually and with street cleaning equipment (Applied sweeper).</p> <p>A mechanical broom (Scarab) will clean the main streets throughout the BID twice per week, to include-Borough High Street, Southwark Street, Southwark Bridge Road, Blackfriars Road.</p> <p><u>Sweeps & Litter Picks per day</u> 3 2 Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily 1 Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily</p>	<p>Standard to be achieved: The Extended BID will be the subject of quarterly Quality Audits by an independent inspector. He will measure the cleanliness in 30 locations at each visit and assess the following 5 elements of cleanliness:</p> <ol style="list-style-type: none"> 1. Litter 2. Detritus 3. Dog fouling 4. Graffiti 5. Fly posting <p>Each will receive a rating A, B+,B, B-,C where A, B+, B are passes, B-is a half fail, C is a fail. Each inspection will have 150 individual assessments and BB will aim to have a 95% pass rate at each inspection.</p> <p>It should be noted that the Quarterly Quality Audits also apply to the cleaning carried out by LBS operatives. As such these audits are a measure of performance by the partner organisations and reflect equally on both parties.</p> <p>Other Cleaning Activities-Working with LBS. Better Bankside will work closely with Southwark Council’s cleaning team to ensure that the service does not duplicate the Council’s service. BB will assist the Council as far as is possible to deal with things such as:-</p> <ul style="list-style-type: none"> • Removal of sacks from full bins. • Transport sacks to a central collection point. • Jet wash areas where there has been light spillage, fouling by people and animals; safe removal of detritus from rough sleeping and street drinking. • Jet wash around bins
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	<p>Clink Street Stoney Street Winchester Walk Cathedral Street Bedale Street Redcross way Thrale Street</p> <p>Southwark Street Borough High Street (to Borough Station) Southwark Bridge Road Montague Close Maiden lane Gate House Square Perkins Square Green Dragon Court Union Street Great Suffolk Street Bear Lane Burrell Street Lavington Street Ewer Street Wardens Grove America Street O’Meara Street Redcross Way</p>	<p>2 2 1 1 1 1 1 Swept every 2 weeks/Litter picked daily</p> <p>1 (Swept a.m/Litter picked p.m) 1 (Swept a.m/Litter picked p.m) 1 (Swept a.m/Litter picked p.m) 1 (Swept a.m/Litter picked p.m) 1 (Swept a.m/Litter picked p.m) 1 (Swept a.m/Litter picked p.m) 1 (Swept a.m/Litter picked p.m) 1 (Swept a.m/Litter picked p.m) 1 (Swept a.m/Litter picked p.m) 1 (Swept a.m/Litter picked p.m) 1 (Swept a.m/Litter picked p.m) Swept every 2 weeks/Litter picked daily 1 (Swept a.m/Litter picked p.m) Swept every 2 weeks/Litter picked daily 1 (Swept a.m/Litter picked p.m) Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily</p>	<p>BB Project Manager, Public Realm Supervisor and LBS Area Supervisor will undertake regular joint inspections each month to assess the cleanliness of the area, deal with any issues arising and develop joint initiatives and responses as appropriate.</p> <p>FOR BETTER BANKSIDE’S CLEANING LOCATIONS AND OTHER SERVICES SEE SCHEDULE 2</p>
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	<p>BB BID 2015-2020 EXTENSION Blackfriars Road (E)- Blackfriars Bridge to Scoresby Street:- -Bridge to Junction at Southwark Street -Burrell Street -Cancel Street -Nicholson Street -Treveris Street -Dolben Street -Gambia Street</p> <p>Blackfriars Road (W) Stamford Street to junction at Joan Street:- -Stamford Street (part) (Blackfriars Road to Hatfields) -Rennie Street -Paris gardens -Hatfields -Columbia Street -Meymott Street</p>	<p>Swept every 2 weeks/Litter picked daily</p> <p>Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily</p> <p>Swept every 2 weeks/Litter picked daily</p> <p>Swept every 2 weeks/Litter picked daily</p> <p>Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily</p>	
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	<p>Great Suffolk Street (W) to junction at Southwark Bridge Road:- -Nelson Court -Surrey Row -Pocock Street (part) -Glasshill Street (part) -Webber Street (part)</p> <p>Great Suffolk Street (E) to junction at Southwark bridge Road:- -Copperfield Street -Loman Street -Pocock Street -Kings Court -Grotto Street -Sturge Street (part) -Sawyer Street (part) -Pepper Street</p>	<p>Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily</p> <p>Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily Swept every 2 weeks/Litter picked daily</p>	
<p>Footway machine washing and scrubbing, disinfecting and grease removal.</p>	<p>Streets, public footways, public spaces, private spaces adjoining public thoroughfares.</p>	<p>Footways are not washed/scrubbed by LB Southwark on a regular basis. The LBS jet wash team will respond to call outs to deal with major spillage, leakage, clear ups and disinfecting.</p>	<p>Better Bankside will provide a street washing service that can deal with light spillage, fouling and disinfecting as part of its general Cleaning & Environmental Maintenance service. The service will be responsive to calls from businesses and BB Wardens for clearance of waste, fouling and spillage affecting member's premises. Response will be:</p> <ul style="list-style-type: none"> • Urgent removal-within ½ hour • Non-urgent removal-within 1 hour

			Art works such as those under bridges on Southwark Street, benches, and other street furniture will be subject to monthly washes. For spillage, fouling etc above response times will apply.
Graffiti and Fly poster removal	Buildings, structures, surfaces, street furniture adjoining all streets and footways within Bankside	LBS will remove racist and offensive graffiti- within 12 hours of reporting & within 24 hours for all other, subject to waiver from building owners. Street cleaners remove fly posters from lamp columns and street furniture if within reach.	Light graffiti and fly posting will be removed by the Cleaning Team as part of its cleaning schedule if within reasonable access. Extensive graffiti that cannot be removed with BB 's equipment or if at height, will be reported to the Council for their removal service to deal
Gum removal	Streets and public footways	Gum removal is not carried out unless part of a dedicated jet washing operation.	Better Bankside will remove gum on a regular basis as part of its cleaning activities. It will remove gum from surfaces within privately owned public space as part of local agreements.
<ul style="list-style-type: none"> • Planting improvements to open spaces and streetscape • Tree planting • Green Infrastructure 	Streets and Open Spaces in Better Bankside BID	<p>Seasonal maintenance of planted areas:</p> <ul style="list-style-type: none"> • Maiden Lane Estate • Cathedral Square <p>Pruning of trees according to schedule.</p> <p>Existing street trees are replaced following death or severe damage.</p> <p>Weeds in streets and along footways are treated annually.</p>	<ul style="list-style-type: none"> • Maintenance of existing 205 hanging baskets throughout BID and installation of additional hanging baskets to be agreed with the council. • Maintenance of planting under trees in tree pits where space allows. • Maintenance of green wall on Stoney Street and the ivy screen on Southwark Street. • Better Bankside will lead on the provision new public space, the upgrading of existing spaces, planting of trees, implementing other green infrastructure etc as part of Bankside Urban Forest initiative. Better Bankside will make arrangements for the maintenance of those parts that are within private ownership.

<p>Washing of Better Bankside litterbins, street furniture, and memorials.</p>	<p>Better Bankside Branded bins are located at:-</p> <ul style="list-style-type: none"> • Riverside Walk • Clink Street • St Mary Overie’s Dock • Southwark Cathedral • Cathedral Square • Borough High Street (war memorial) • Southwark Street • Flat Iron Square • Hopton Street 	<p>Bins are washed by the Council twice per year in April and September. Washing takes place each week at refuse sack collection points and any bins in those locations are washed at the same time. Collection points at:</p> <ul style="list-style-type: none"> • Green Dragon Court • Stoney Street • Clink Street • Park Street 	<p>BB Branded bins will be washed once per month throughout each year. Bins will be wiped down at each collection as required. Street furniture, benches and seats in open spaces will be washed and disinfected as required.</p>
<p>Winter Weather Plan</p>	<p>Whole BID area. 11 Salt bins provided at following locations: Borough High Street 2 Union Street 2 Southwark Street 2 Southwark Bridge Road 1 Park Street 1 Emerson Street 1 Lavington Street 1 Gambia Street 1</p>	<p>Advance weather reports provided by the Council when freezing weather is anticipated. Salting and clearance of main routes throughout the BID.</p>	<p>Better Bankside has made provision for a rapid response to severe weather conditions:</p> <ul style="list-style-type: none"> • Main pedestrian routes in Bankside through the BID will be kept clear of snow and ice. Secondary routes linking to work places will have one footway kept clear to width of 1.5 meters. • 11 salt storage bins are located throughout the BID. More will be placed in the extended area. • Bins kept filled with salt and maintained throughout the year. Congealed salt is disposed of and replaced. Fresh supplies will be ordered and stored if severe weather is forecast. • Tools and equipment (shovels; salt spreaders; brooms), winter weather wear have been issued to the cleaning team and will be refreshed each Autumn. • Tools will be available for loan to businesses, who will be encouraged to clear outside their premises.

			<ul style="list-style-type: none"> • Snow blowers will be purchased/leased if severe weather is expected.
<p>Community Safety: Wardens, Policing & Night Time Economy</p>	<p>Current BID area plus extension to include the following:</p> <p>Blackfriars Road from Blackfriars Bridge to rail viaduct at Joan Street (W) and Scoresby Street (E). To include: West at junction with Stamford Street to include buildings and lands lying south of Stamford Street to junction with and including Hatfields to its junction with Joan Street and land under viaduct.</p> <p>East at Blackfriars Bridge to include lands and buildings:</p> <ul style="list-style-type: none"> • To viaduct (Ludgate House). • Southwark Street (part to west of bridge). • Burrell Street (remainder) • Treveris Street (remainder) • Cancel Street • Nicholson Street 	<p>The extended BB BID does not have a patrolling Southwark Warden service other than within the area to the south of Pocock Street which is within the Elephant & Castle Warden team's patch. The area may receive occasional visits from the Council's Wardens Response Team.</p>	<ol style="list-style-type: none"> 1. Better Bankside will maintain and expand its warden service to meet the Safety & Security needs of the expanded BID area. We will provide a patrolling service consisting of 1x Team Leader; 7x Community Wardens, 1x Apprentice warden. The expanded service will commence with effect from 1st April 2015. The patrolling hours will be from 07:00-21:00 June to August inclusive & from 07:00 to 20:00 for the remaining 9 months. The service will be subject to an increase in costs to be agreed with Southwark Council for the remainder of the current contract, to June 2016. Subject to ballot November 2014. 2. Better Bankside will review the service in Q4 2014/15. 3. Duties will be similar to those being undertaken within the current contract and may be varied from time to time depending on the prevailing circumstances. 4. Better Bankside will contribute to the continuing provision of a night time economy service (21:00 to 01:00 or later if required) to tackle late night drinking, anti-social behaviour and disturbance. The nature of the service to be agreed with the Safer Southwark Partnership

	<ul style="list-style-type: none"> • Dolben Street (remainder) • Gambia Street • Scoresby Street <p>Great Suffolk Street, south from junction with Union Street to Southwark Bridge Road to include land under railway viaduct to west and the following streets to east:</p> <ul style="list-style-type: none"> • Copperfield Street (to junction with Pepper Street) • Pepper Street • Loman Street • Pocock Street • Sawyer Street (part) • King's Court • Grotto Court • Sturge Street 		
<p>Enforcement</p>	<p>All parts of the BID, particularly the Riverside locations</p>	<p>LB Southwark and Better Bankside have put in place a trial enforcement service within the BID to help control and remove illegal trading (including busking, street entertainment, gambling, selling of food and artifacts) with effect from June –end December 2014.</p> <p>The partners will expand and develop this service in 2015-20 to include the licensing and regulation</p>	<p>Better Bankside will work and share costs with LB Southwark to provide an effective Enforcement Service within the 'Designated Area.' The service will include the regulation and control of street entertainment, busking and the licensing of trading in dedicated zones.</p>

		of trading and street performance in agreed locations with in Bankside 'Designated Area'.	
Area promotion	The whole of Bankside	No provision made	Better Bankside will continue to promote Bankside as a world famous visitor destination. We will also create, organise and sponsor events throughout the year to attract more visitors.

Schedule 2 Locations for Better Bankside daily inspection, cleaning and other services

All locations are to be visited each day, unless otherwise specified, inspected & cleaned as required. Cleaning to include litter picking, sweeping, jet washing and removal of graffiti & flyposting where feasible. Better Bankside bins to be washed every 4 weeks. All bins to be emptied if full and surfaces around bins to be jet washed as appropriate.

All sacks to be removed to collection points or otherwise disposed of in an appropriate manner, such as hazardous waste; needles etc. Check inside salt bins, remove any rubbish, wash down bins as appropriate. All cleaning to be undertaken in addition to the Council's service and not to duplicate that service.

Baselines to be reviewed annually between Better Bankside & LB Southwark's Cleaning Service

Existing BID area

London Bridge	Approach to London Bridge (West)	Front of 2 London Bridge inc grilles & enclosed areas Area around bus stop on London Bridge Nancy's Steps
Southwark Cathedral	South side North side	Gardens and hard surfaces of Cathedral. Montague Chambers
Montague Close	Area under Bridge House Courtyard	Access route to Borough Bistro & Montague Chambers Cobbled area outside 'On Your Bike'
Borough Market	Green Market	Green Dragon Court tunnel
Stoney Street	Southwark Street to Clink Street	West side to junction with Park Street East & west from Park Street to Clink Street
Clink Street	St Mary Overie's Dock Bank End Premier Lodge Hotel	Surfaces outside Old Thameside Inn/Golden Hinde/Café Nero Bins at entrance to Clink Street Entrance only to Premier Lodge Hotel
Riverside Locations	R/o Lloyds TSB & Financial Times Southwark Bridge Service road to New Globe Walk	Planted area outside tunnel; surfaces within tunnel Steps to Southwark Bridge (East & West) Surfaces to service road; drains; Footway

	Shakespeare's Globe Theatre (north) Bankside Pier Riverside Walkway north of Tate Founders' Arms	Bin next to gate, surfaces around bin & steps to riverside Bins and area around bins; entrance to ferries Bins and area around bins Bins & planted beds to Falcon Point
Park Street	Area to front of HSBC Motability Southwark Bridge Road bridge Tree pits	Covered surfaces outside building/channels to pavement Space by arches under Southwark Bridge Rd and building Steps (E&W) to Southwark Bridge Road All
Southwark Bridge Road (SBR)	East West	Main entrance to FT Recycling bin area next access to Gate House Square Drop off slip road to Novotel Surfaces and planting areas next all coach parking bays Entrance to OFCOM Entrance to Motability Operations Planting beds to Motability
Thrale Street	Whole street	Planters to Novotel hotel & spaces in between R/o Offices 44-60 Southwark St including fire exits Entrance to hotel car park and adjoining footway
Southwark Street	North Railway bridge at Redcross way Bankside Mix Estate Railway Bridge at Hopton Street	Nos 2-20 (NATWEST Bank) Nos 22-32 (Hop Exchange) Area under railway bridge Space to front of Leyland SDM to Jct Thrale Street Nos 44-60 (Jct Thrale St-Southwark Bridge Road) Bins and corners with Gt Guildford St All surfaces Area under railway bridge inc salt bin
Southwark Street	South	Numbers 1-31 (HSBC to railway bridge at Redcross way) Area under railway bridge inc "Smarties" lighting Area outside 61 Southwark Street & bus stop Bins & corners at Gt Guildford St Area under railway bridge inc "Poured Lines"
Lavington Street	Junction with Southwark Street	Bin at corner of Lavington Street

	Junction with Ewer Street Junction with Gt Suffolk Street	Smoking areas outside Emerald Hse (HSBC) & Europoint Corners with Gt Suffolk Street
Hopton Street	West East	Alley to 144 Southwark St & Sampson House Entrance to Sampson House & channels to street (smoking) Pavement to Hopton Gardens & area under drinking trough
Sumner Street	Jct with Park St & Gt Guildford Street	Seating area under trees, waste bin Front of No 24 (Bankside House)
Great Guildford St	Jct with Zoar St	LSE Bankside House all surfaces
Great Guildford St to Union Street		Area under bridge
Keppel Row		All
America Street		Channels to front of 1 America Street
Wardens Grove		All
Redcross Way	Railway Arche and access o arches	To include Boot & Flogger
Union Street	Jct with Borough High Street Flat Iron Square Arch 401	Corners with Borough High Street All new surfaces Area under bridge
Ewer Street	Railway Arch & Bridge	Area under bridge
Great Suffolk Street	Jct Southwark St to Bear Lane Jct with Bear Lane Railway Bridge Junction with Union Street Farnham Grove	Pavements & channels; surfaces outside Tesco & Sainsburys Spaces outside White Hart PH and AB Publishing Area under railway viaduct All corners including surfaces outside Union Jack PH All surfaces
Burrell Street	Railway Arch	Area under arch
Bear Lane	Burrell Street to Great Suffolk Street	All
Borough High Street East (BHS)	Railway Bridge Post Office Forecourt King's Head Yard White Hart Yard George Inn Yard Talbot Yard Queen's Head Yard Kentish Buildings	Pavement Surfaces to front of Post Office 50 meters from BHS " " " " "

Borough High Street (West)	War Memorial (Slug & Lettuce) Calvert Buildings St Margaret's Court	All All All
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BID Extension area

Blackfriars Road (West)		Machine sweep daily. Cleaning to occur am/pm subject to LBS litter pick
Rennie Street		Machine sweep daily as above
Paris Gardens		Machine sweep daily as above
Hatfields		Machine sweep daily as above
Colombo Street		Machine sweep daily as above
Meymot Street		Machine sweep daily as above
Joan Street		Machine sweep daily as above
Blackfriars Road (East)		Machine sweep daily as above
Burrell Street		Machine sweep daily as above
Nicholson Street		Machine sweep daily as above
Scoresby Street		Machine sweep daily as above
Chancel Street		Machine sweep daily as above
Dolben Street		Machine sweep daily as above
Gambia Street		Machine sweep daily as above
Treveris Street		Machine sweep daily as above