

DATED

2007

THE LORD MAYOR AND  
CITIZENS OF THE CITY OF WESTMINSTER  
AND  
NEW WEST END COMPANY

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BASELINE AGREEMENT  
(DRAFT)

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<b>PHASE</b>	<b>MEANING</b>
	addition to the Standard Services;
Complementary Services provider	means the provider of the Complementary Services
Financial Year	means the financial year for the BID Company which runs from 1 <sup>st</sup> April to 31 <sup>st</sup> March;
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;
Performance Notice	means a notice served by the BID Company which: <ul style="list-style-type: none"> <li>(i) identifies the Standard Service to which the notice relates;</li> <li>(ii) states how the Standard Service is not being provided in accordance with this Agreement; and</li> <li>(iii) requests that the Council liaise directly with the provider or contractor responsible for carrying out the Standard Service for the purposes of securing compliance with this Agreement</li> </ul>
Proposals	means the plan voted for by the BID Levy Payers in a ballot which sets out the objectives of the BID and identifies the various projects which will be undertaken using funds raised by the BID Levy and/or Voluntary Contributions to achieve those objectives and 'Renewal Proposals' has the same meaning save that 'ballot' shall be replaced with 'renewal ballot' and 'Alteration Proposals' has the same meaning save that 'ballot' shall be replaced with 'alteration ballot';
Protocols	means the informal procedures agreed by the Council and the BID Company the purpose of which is to assist in the provision of the Standard Services;
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

<b>PHASE</b>	<b>MEANING</b>
	Section 48 of the Local Government Act 2003 (from time to time);
Standard Services	means the services provided by the Council as set out in Schedule 2;
Services Review Panel	means the panel whose members consist of representatives from the Council and representatives from the BID Company;
Voluntary Contribution(s)	means any contributions or funds paid or made available to the BID Company which do not form part of the BID Levy.

## **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**

- 3.1.1. this Agreement shall take effect from the date of this Agreement and shall determine and cease to be of any further effect in the event that the BID Term expires save where the BID Company secures approval of Renewal Proposals in a renewal ballot or Alteration Proposals in an alteration ballot or Proposals in a rebalot in which event this Agreement shall continue until the expiry of the BID Term set out in the Renewal Proposals, Alteration Proposals or the Proposals set out in the rebalot provided, in relation to Renewal Proposals and Alteration Proposals, the Council and the BID Company both consents to such continuation;
- 3.1.2. the Council exercises its discretion to terminate the BID Arrangements in exercise of its powers under Regulation 18 of the Regulations;
- 3.1.3. the Council terminates this Agreement pursuant to paragraph 8 of this Agreement.

## **4. THE BID COMPANY'S OBLIGATIONS**

- 4.1. The BID Company agrees that it will provide the Council with any information that the Council may reasonably require in relation to the carrying out of the Complementary Services.
- 4.2. In the event that the BID Company intends to change the Complementary Services the BID Company shall serve notice on the Council for the purposes of arranging a meeting of

the Services Review Panel and at such a meeting the BID Company shall consult with the Council in respect of the intended change to the Complementary Services.

**5. THE COUNCIL'S OBLIGATIONS**

5.1. The Council agrees:-

5.1.1. to provide the Standard Services within the BID Area at its own cost for the duration of the BID Term;

5.1.2. not to use the BID Levy at any time to either fund or procure the Standard Services;

5.1.3. that the Council may provide different Standard Services, delayed Standard Services or no Standard Services in the event that it is not reasonably practicable to provide the Standard Services by reason of the following:

(i) adverse weather conditions in the BID Area

(ii) an excessive number of pedestrians in the BID Area which would impede or inhibit the carrying out of the Standard Services;

(iii) restrictions by the Police as to the persons and/or number of persons permitted access in the BID Area

(iv) a traffic accident or major spillage in the BID Area;

(v) marches, parades, film and theatre premieres, festivals and visits by VIPs in the BID Area where such activities directly impede or inhibit the Standard Services from being provided;

(vi) any other reason in the BID Area beyond the control of the Council

(vii) Provided that the Council shall first and, if possible, provide the BID Company with reasonable notice in the event that the Council intends to provide different Standard Services, delayed Standard Services or no Standard Services as a result of any of the reasons mentioned in this clause and the Council shall, if possible, endeavour to recommence the Standard Services as soon as reasonably practicable to the same standard as it was immediately before the change.

5.2. In the event that the Council intends to change the Standard Services significantly and permanently the Council shall, if possible, provide the BID Company with not less than 6 weeks prior written notice of the change, and such notice shall include:-

5.2.1. a description of the part or parts of the Standard Services the Council intends to change;

5.2.2. a detailed explanation of why the Council intends to change such identified Standard Services ;

- 5.2.3. the date on which the Council intends to change the Standard Services.
- 5.3. Upon receipt of a Performance Notice from the BID Company, the Council agrees to carry out a review of the performance and carrying out of the Standard Services by the contractor or provider and to use best endeavours to secure the improvement of the Standard Services from the contractor or provider and to consult with the BID Company on the action plan arising from such review, to secure such improvements, if possible, and keep the BID Company informed of the Council's actions and progress in carrying out the action plan.

## **6. LICENCE**

- 6.1. The Council hereby grants a 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 in the BID Area 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 ) reasonably necessary for the operation of the BID provided that the Council shall be permitted to withdraw such licence in the event that in its reasonable opinion the BID Company, its agents or Complementary Service Provider consistently acts in such a manner which either contravenes usual health and safety requirements, commits a serious contravention of health and safety requirements, seriously damages Council property, severely prejudices the manner in which the Council can carry out its usual public services or where, in the Council's reasonable opinion, it is necessary to withdraw such licence in order to safeguard the health and safety of persons in or around the BID Area or part of the BID Area.

## **7. MONITORING AND REVIEW**

- 7.1. The parties shall set up the Services Review Panel within 28 days from the date of this Agreement the purpose of which shall be to:-
- 7.1.1. review and monitor the carrying out of the Standard Services;
- 7.1.2. where appropriate, review and monitor the carrying out of the Complementary Services and make such recommendations to the BID Company as are appropriate;
- 7.1.3. review any Performance Notices served by the BID Company and steps which should be taken to secure the proper carrying out of the Standard Services and to make recommendations to the Council including recommendations for any improvement in performance in the carrying out of the Standard Services and recommendations for the carrying out of the Standard Services in a manner that facilitates the carrying out of Complementary Services, and to identify the need for any alteration to the Standard Services.
- 7.2. Within one month from the date of this Agreement the parties shall agree the dates when there will be meetings of the Services Review Panel and there will be at least two

such meetings in each Financial Year (throughout the duration of the BID Term) and on all other occasions further meetings of the Services Review Panel 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 less if otherwise agreed or in cases of emergency) and provided further that such meetings can be dispensed with altogether upon the written agreement of the parties.

## **8. TERMINATION**

### **8.1. The Council may terminate this Agreement:-**

- 8.1.1. in the same circumstances in which it may terminate the BID Arrangements under Regulation 18 of the Regulations;
- 8.1.2. in the event that the BID Company commits a serious and unremediable breach of this Agreement;
- 8.1.3. in the event that the Council terminates the Operating Agreement.

## **9. JOINT OBLIGATIONS**

### **9.1. The parties agree:-**

- 9.1.1. for the purposes only of monitoring the Standard Services and the Complementary Services to review and take account of any representations or recommendations made to them by the Services Review Panel and take such action as may be appropriate
- 9.1.2. to agree any appropriate Protocols as may be required in order to assist the carrying out or provision of the Standard Services (and thereafter to review them annually);
- 9.1.3. to operate the Standard Services in accordance with such agreed Protocols.

## **10. CONFIDENTIALITY**

- 10.1. The parties 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 and this obligation shall survive the termination or lapse of the provision of the BID.

## **11. NOTICES**

- 11.1. 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 upon 7 days' notice in writing.

11.2. A Notice may be served by:-

- 11.2.1. delivery to the Council's Director of Finance at the Council's address as specified above;
- 11.2.2. delivery to the Company Secretary at the address of the BID Company specified above;
- 11.2.3. registered or recorded delivery post to such addresses
- 11.2.4. electronic communication (provided that it is in legible form and is capable of being used for subsequent reference) to such addresses;
- 11.2.5. 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.

**12. MISCELLANEOUS**

- 12.1. For the avoidance of doubt where any part of this Agreement is incompatible with the Regulations or any other regulations which the 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.
- 12.2. The headings appearing in this deed are for ease of reference only and shall not affect the construction of this deed.
- 12.3. 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.
- 12.4. References to the Council include any successors to its functions as local authority.
- 12.5. References to statutes, bye laws, regulations, orders, delegated legislation shall include any such instrument re-enacting or made pursuant to the same power.

**13. EXERCISE OF THE COUNCIL'S POWERS**

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

**14. CONTRACTS (RIGHTS OF THIRD PARTIES)**

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

15. **ARBITRATION**

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

- 15.1.1. 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;
- 15.1.2. 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;
- 15.1.3. 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;

15.2. In the event of a reference to arbitration the parties agree:-

- 15.2.1. to prosecute any such reference expeditiously; and
- 15.2.2. to 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;
- 15.2.3. the award shall be in writing signed by the Tribunal;
- 15.2.4. the award shall be final and binding both on the parties and on any persons claiming through or under them.

THE COMMON SEAL OF THE LORD MAYOR )  
AND CITIZENS OF THE CITY OF )  
WESTMINSTER was hereunto affixed by)  
Order: )

Director of Legal and Administrative Services

EXECUTED as a DEED by NEW WEST END )  
COMPANY by two Directors or a Director ) .....  
and Company Secretary ) Director  
  
.....  
Director/Company Secretary

## **SCHEDULE 1: THE BID AREA**

- Bond Street
- Oxford Street
- Regent Street
- St Christopher's Place
- Gees Court
- South Molton Street
- Lancashire Court
- Heddon Street
- Market Place
- Eastcastle Street
- Duke Street
- Brown Hart Gardens
- Savile Row
- Langham Place
- Portland Place

**SCHEDULE 2: STANDARD SERVICES**

**PART I HIGHWAYS**

**TABLE 1: SUMMARY OF HIGHWAYS SERVICES**

<b>Aspect</b>	<b>Type of Defect</b>	<b>Investigatory Level for Risk Assessment</b>
Carriageway	potholes/spalling	20 mm depth
	crowning	50 mm (area as NRSWA Code of Practice)
	depressions	50mm (area 2 sq.m)
	rutting	20mm
	gap/cracks	20mm depth (20mm wide)
	sunken ironwork	20mm level difference
Pedestrian crossings	trips/potholes	20mm
Footway	trips/pothole	20mm
	rocking slab/block	20mm
	open joint	30mm with/50mm deep
	tree root damage	20mm
	sunken ironwork	20mm
	defective coal plates/basement lights etc	20mm
Surfacing	missing/defective anti-skid to carriageway	yes/no
	"bubbled" mastic asphalt footway	20 mm
Kerbing	dislodged	50mm horizontally
	loose/rocking	20mm
	missing	yes/no
Ironwork	broken/cracked cover likely to cause a hazard	yes/no
	worn/polished cover likely to cause a hazard	yes/no
	missing cover	yes/no
	leaking cover likely to cause a hazard	yes/no
	level difference within framework	20mm
Drainage	missing gully	yes/no
	blocked gully likely to cause a hazard	yes/no
	broken/cracked gully gratings likely to cause a hazard	yes/no
	standing water in footway 1 hr after cessation of rainfall	full width of footway
	standing water in carriageway 1 hr after cessation of rainfall	1m width from kerb
Private forecourt	hazardous defects	yes/no
Grass verge	rutting	75mm depth
Road markings	faded/worn highway or parking markings	30% loss of effective marking

<b>Aspect</b>	<b>Type of Defect</b>	<b>Investigatory Level for Risk Assessment</b>
Carriageway	potholes/spalling	20 mm depth
	crowning	50 mm (area as NRSWA Code of Practice)
	depressions	50mm (area 2 sq.m)
	rutting	20mm
	gap/cracks	20mm depth (20mm wide)
	sunken ironwork	20mm level difference
Pedestrian crossings	trips/potholes	20mm
Signs/bollards	damaged/misaligned item likely to cause a hazard	yes/no
	missing item likely to cause a hazard	yes/no
	defective item likely to cause a hazard	yes/no
	obscured/dirty/faced item likely to cause a hazard	yes/no
Safety fencing and barriers	item damaged or misaligned likely to cause hazard	yes/no

**TABLE 2: SUMMARY OF HIGHWAYS SERVICES**

Objective	Performance Requirement	Response to Defects		
		Category 1		Category 2
		Hazard Mitigation	Permanent Remedy	Permanent Repair
<i>TRAFFIC SIGNS – Includes all illuminated traffic signs, illuminated bollards, bellisha beacons</i>				
Signs are clearly visible at all times, clean and operational	Signs are clean, clearly visible and free from structural and electrical defects Identification marks are provided, correctly located, visible, clean and legible Coefficient to retro reflectively is greater than 144 cd/lx/m2 for Class 1 material and 40 cd/lx/m2 for Class 2 material Obsolete and redundant signs are removed or replaced as appropriate Visibility distances meet the requirements as set out in TD 25 Sign information is of the correct size, location, type and wording to meet its intended purpose and any statutory requirements Structures supporting large signs are inspected in accordance with BD 63 All structures and elements of the signing system are kept clean and have clear access provided. Sign lighting is fully operational	2 hrs	2 working days	5 working days
Sign information is complete and correct				
Signs are structurally and electrically sound				
Lighting equipment to signs is operational and has clear access				
Power supply faults are rectified expeditiously	Private cable faults to be rectified	2 hrs	5 working days	10 working days
	District Network Operator (DNO) supply faults are reported to the DNO and the Provider liases with the DNO and pursues their rectification as a matter of priority	Reported to DNO within 1 day	Within DNO Charter	Within DNO Charter
<i>PUBLIC LIGHTING – Includes all Public Lighting Units whether mounted or columns, walls, as floodlighting or arcade lighting</i>				
Appropriate uniform lighting is in place along the highway	Public lighting is free from defects that result in, or which by virtue of incipient defects give rise to the likelihood of, unacceptable lighting quality including:	2 hrs	1 working day	2 working days
	3 or more consecutive outages on lighting units up to and including 12 m mounting height			
	1 or more outage either side of a pedestrian crossing			
	1 or more outage opposite or immediately adjacent to a road junction			
	Private supply failure to 2 or more consecutive lighting units			
DNO power supply faults are rectified expeditiously	DNO supply faults are reported to the DNO and the Provider liases with the DNO and pursues their rectification as a matter of priority	Reported to DNO within 2 days	Within DNO Charter	Within DNO Charter

Objective	Performance Requirement	Response to Defects		
		Category 1		Category 2
		Hazard Mitigation	Permanent Remedy	Permanent Repair
Continuous safety and integrity of the lighting system	Over the Public Lighting Network, 97% of lights are functioning correctly at all times. (This target will rise annually by 0.5 up to 99.5% in five years)	2 hrs	1 working day	2 working days
	Lanterns are clean			
	Lighting units are free from accidental damage or vandalism			
	Columns are vertical, correctly founded, visually acceptable and structurally sound			

Explanatory Notes for Table 1 and Table 2 and additional description of Highways Services  
 Highways Services comprise highway maintenance services and highway lighting services.

**Highway Maintenance Services**

This includes maintenance falling within the following description:

•	<b>Reactive</b>	responding to inspections, complaints or emergencies
•	<b>Routine</b>	regular consistent schedule for patching, cleaning, landscape maintenance and other activities
•	<b>Programmed</b>	planned schemes, primarily of resurfacing, reconditioning or reconstruction
•	<b>Regulatory</b>	inspecting and regulating the activities of others

The City Council carries out regular highway inspections of all streets. These inspections record the condition of the footway and carriageway and all street furniture in the street. The Inspectors carry out a “wall to wall” inspection and identify any defects within the street.

Roads in the BID area are inspected with the following regularity:

Bond Street-	Monthly	Market Place-	Quarterly
Oxford Street-	Monthly	Eastcastle Street-	Quarterly
Regent Street-	Monthly	Duke Street-	Monthly
St Christopher’s Place-	Monthly	North Audley Street-	Quarterly
Gees Court-	Monthly	Brown Hart Gardens-	Quarterly
South Molton Street-	Monthly	Savile Row-	Monthly
Lancashire Court-	Quarterly	Langham Place-	Monthly
Heddon Street-	Quarterly	Portland Place-	Monthly

**Reactive Maintenance**

The requirement for reactive maintenance can arise in one of two ways

1. A customer calls the Highways Helpline and reports a carriageway or footway defect. A reactive inspection will then determine whether the defect meets the criteria for repair and if so order the work.
2. An Area Inspector finds a defect during a programmed inspection and orders the work.

The time taken to make safe or repair the defect depends into which category the inspector places the defect.

*Category 1 defects (response in or under 24 hours)* – these are defects which are deemed to represent an immediate danger or serious inconvenience to the public or which could result in significant damage to property. Category 1 defects are sub-divided into:

- Priority 1            2 hours to make safe
- Priority 2            24 hours to make safe or repair

*Category 2 defects (response in excess of 24 hours)* these are defects which are likely to worsen in the near future to a Category 1 defect or are sufficiently unsightly to require repair. Category 2 defects are sub-divided into

- Priority 3            7 days to repair
- Priority 4            28 days to repair
- Priority 5            Repair during the next available programme, schedule more detailed inspection, or review condition at next inspection.

Routine Maintenance

Routine maintenance includes:-

- carriageways and footways –minor works and patching
- drainage systems – cleansing and repair
- fences and barriers – repair
- traffic signs and bollards – cleansing and repair
- road markings and road studs – replacement
- non-illuminated street furniture – clean and paint

The frequency of routine maintenance is dependent on funding but aims to achieve the standards set out in the table below:-

Description	Maintenance Interval
Clean non-illuminated Street Furniture:	Annual- sign faces only
Paint non-illuminated Street Furniture:	3 Years
Renew Road Markings:	
• Thermoplastic markings	3 years
• Paint markings on the Highways	Parking bay markings annual
• Parking markings	Yellow Lines: varies annual to 3years.

	<p>Kerb blips: 2-4 times per year</p> <p>Bay markings: annual</p>
Gully Cleansing	Annual. Changes 08/09 make some hotspots subject to more regular routine maintenance.

### Programmed Maintenance

It is not possible to set standards for when carriageway and footway resurfacing will be undertaken as the inclusion of a scheme in the approved programme will depend on its assessed priority and on the budget available.

In the summer of each year, an Annual Condition Survey is carried out based on industry agreed practice. The survey results in a Condition Index (CI) for every footway and carriageway. A high CI means the surface is in poor condition and vice versa.

The CIs are used to guide the development of the annual programme of resurfacing works. Dependent on budget, Westminster City Council aims to include those parts of carriageways and footways with CI scores over 70 and 40 respectively. Reserve lists are also prepared should surplus budget become available. Carriageways and footways will be placed on the reserve lists with CI scores between 60 – 70 and 20 – 40 respectively.

*Carriageways* – a Condition Index (CI) of 70 or more indicates the most cost effective treatment is planned, structural maintenance.

*Footways* – A CI of 40 or more indicates that programmed maintenance should be carried out for health and safety reasons or that there are structural problems with the surfacing that may, in time, lead to dangerous trip hazards.

The list of CI scores and provisional programmes of works for are available in March each year.

### Regulatory work

This includes:-

- keeping a highway register
- management of utilities
- licences for highway occupation
- other regulatory functions – encroachment, illegal signs, etc.

### Highway Lighting Service

This includes reactive maintenance, routine maintenance and a renewal and improvement programme of the stock of electrical/lit traffic signs and public lighting.

### Reactive Maintenance

The system for reactive maintenance rectifies defects identified from inspections, other reports or complaints which include the following:

- lamp change
- control gear replacement
- lantern (or part) replacement
- operational control system (PECU, Timeclock, Remote Monitoring unit)
- circuit protection replacement/upgrade as required
- internal wiring
- doors and door locks
- paint and number as required
- safety check for electrical and structural issues
- electrical service/connections
- fitting of fault plates
- all good housekeeping work (e.g. – greasing locks, aligning sign plates, refixing doors etc)

#### Routine Maintenance

The system of routing preventative maintenance includes:-

- clean and check
- cyclical lamp change as required
- cyclical painting as required
- cyclical structural testing as required
- cyclical electrical testing as required
- assessment of asset condition
- all good housekeeping work (e.g. – greasing locks, aligning sign plates, refixing doors etc)
- Identify any items that represent a significant deterioration from the required condition preventing an item from acting in the intended manner that maybe the result of damage or that may be likely to increase the rate of deterioration of another item or cause an unintended hazard or nuisance.

#### Responding to Defects

Defects identified through reactive and routine maintenance checks categorised and rectified according to the standards summarised in the table below.

*Category 1* defects are those which require prompt attention because they represent an immediate or imminent risk to safety.

Category 2 defects are all other defects.

### Renewal and Improvements

It is not possible to set standards for when public lighting will be renewed or improved as the inclusion of a scheme in the approved programme will depend on its assessed priority and on the budget available.

Schemes are identified and ranked using an annual lighting condition survey which reviews the structural and electrical condition of street lights across the City of Westminster, and by taking into account other factors such as lighting standards and crime levels.

Budgets are used to fund the highest ranked schemes across the city. Other schemes are put on reserve lists and implemented should surplus funding become available.

SUMMARY OF SCHEDULED\* CLEANSING SERVICES

PART II CLEANING SERVICES

Street	From	To	Street sweeping				Litter bin emptying			Litter bin washing	Waste collection					
			Days covered	No.daytime shifts	No.evening shifts	No.of night shifts	Response time	Days covered	Min.frequency per day	Response time	Frequency of washing	Days covered	No.daytime collections	No.evening collections	No.night collections	Remedial time
Brown Hart Gardens	Entire		Mon-Sun	1	-	-	1hr	Mon-Sun	-	-	-	Mon-Fri	1	-	-	3hrs
Duke Street	Entire		Mon-Sun	1	1	-	1hr	Mon-Sun	2	1hr	4wks	Mon-Sun	2	1	-	3hrs
Eastcastle Street	Wells St	Gt Titchfield St	Mon-Sun	1	1	-	1hr	Mon-Sun	2	1hr	4wks	Mon-Sun	1	-	1	3hrs
Gees Court	Entire		Mon-Sun	1	-	-	1hr	-	-	-	-	Mon-Sun	1	1	-	3hrs
Heddon Street	Entire		Mon-Sun	1	-	-	1hr	-	-	-	-	Mon-Sun	1	1	1	3hrs
Lancashire Court	Entire		M,W,F	1	-	-	1hr	-	-	-	-	Mon-Sun	1	-	-	3hrs
Langham Place	Entire		Mon-Sun	1	1	-	1hr	Mon-Sun	2	1hr	4wks	Mon-Sat	1	1	-	3hrs
Market Place	Entire		Mon-Sun	1	-	-	1hr	Mon-Sun	2	1hr	4wks	Mon-Sun	1	-	1	3hrs
New Bond Street	Entire		Mon-Sun	1	-	-	1hr	Mon-Sun	2	1hr	4wks	Mon-Sun	1	1 (exSun)	-	3hrs
North Audley Street	Entire		Mon-Sun	1	1	-	1hr	Mon-Sun	-	-	-	Mon-Sun	1	1 (exSun)	-	3hrs
Old Bond Street	Entire		Mon-Sun	1	1	-	1hr	Mon-Sun	2	1hr	4wks	Mon-Sun	1	1	-	3hrs
Oxford Circus	Entire		Mon-Sun	2	1	1	1hr	Mon-Sun	6	1hr	4wks	Mon-Sun	1	1	1	3hrs
Oxford Street (E)	Oxford Circus	St Giles Circus	Mon-Sun	2	1	1	1hr	Mon-Sun	6	1hr	4wks	Mon-Sun	1	1	1	3hrs
Oxford Street (W)	Marble Arch	Oxford Circus	Mon-Sun	2	1	1	1hr	Mon-Sun	6	1hr	4wks	Mon-Sun	1	1	1	3hrs
Portland Place	Entire		Mon-Sun	1	-	-	1hr	Mon-Sun	2	1hr	4wks	M,W, Fri	1	-	-	3hrs
Regent Street (N)	Langham Place	Oxford Circus	Mon-Sun	2	1	1	1hr	Mon-Sun	6	1hr	4wks	Mon-Sun	1	1	1	3hrs
Regent Street (S)	Oxford Circus	Piccadilly	Mon-Sun	2	1	1	1hr	Mon-Sun	6	1hr	4wks	Mon-Sun	1	1	-	3hrs
Savile Row	Entire		Mon-Sun	1	-	-	1hr	Mon-Sun	-	-	-	Mon-Sat	1	1	-	3hrs
South Molton Street	Entire		Mon-Sun	1	1	1	1hr	Mon-Sun	2	1hr	4wks	Mon-Sun	1	1	-	3hrs
St Christopher's Place	Entire		Mon-Sun	1	-	-	1hr	-	-	-	-	Mon-Sun	1	1	-	3hrs

SUMMARY OF SCHEDULED\* CLEANSING SERVICES

Street	Footway flushing													
	Days							Nights						
	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su
Duke Street	Y	Y	-	Y	-	-	-	-	-	-	-	-	-	-
Gees Court	Y	Y	-	Y	-	-	-	-	-	-	-	-	-	-
Heddon Street	-	-	-	-	-	-	-	-	Y	-	-	Y	-	Y
Market Place	-	Y	Y	Y	Y	-	Y	-	-	-	-	-	-	-
New Bond Street	-	-	-	-	-	-	-	-	-	-	Y	-	-	-
North Audley Street	Y	Y	-	Y	-	-	-	-	-	-	-	-	-	-
Old Bond Street	-	-	Y	-	Y	-	Y	-	Y	-	Y	-	Y	-
Oxford Street (W)	-	-	-	-	-	-	Y	-	Y	-	Y	-	Y	-
Oxford Circus	-	-	-	-	-	-	Y	-	Y	-	Y	-	Y	-
Oxford Street (E)	-	-	-	-	-	-	Y	-	Y	-	Y	-	Y	-
Regent Street (N)	-	-	-	-	-	Y	-	-	-	-	-	-	-	-
Regent Street (S)	-	-	-	-	-	Y	-	-	Y	-	-	Y	-	Y
South Molton Street	Y	Y	-	Y	-	-	-	-	-	-	-	-	-	-
St Christopher's Place	Y	Y	-	Y	-	-	-	-	-	-	-	-	-	-

\* - in addition to scheduled flushing frequencies there is ad hoc provision (for instance to deal with spillages); extra sweeping and flushing also takes place prior to and after major special events

## **Cleansing services**

### **Street sweeping**

The sweeping of streets is undertaken manually and mechanically. Manual street sweepers are equipped with handbarrows, bags, sharps box, brooms, a shovel, and a hoe. In addition to sweeping, sweepers litterpick, and use their hoes to remove weeds and clear slots in gully grilles. Sweeping includes a broomslength into doorways or other areas abutting the pavement, and removal of litter from behind and atop low walls. Some operatives use pedestrian-operated sweeping machines.

Large mechanical brooms are driven on the road to sweep channels.

During adverse winter weather conditions, street sweepers will be redeployed to salting of footways.

### **Footway flushing**

The flushing of footways is carried out in order to clear detritus, and remove superficial staining and light fouling. During some scheduled flushing operations 'spotting' will be carried out to provide for a more intensive cleaning of locations such as underneath litter bins and at bus stops.

Flushing services are sometimes disrupted due to having to respond to road traffic incidents to clear up oil, fuel, and occasionally blood.

In winter when temperatures fall to 4<sup>0</sup>C and are dropping, flushing services are likely to be suspended to avoid icing.

### **Ad hoc provision**

In the event of a street becoming littered between scheduled sweeping, or a litter bin overflows between emptyings, or there is an oil spillage on the pavement after flushing has taken place, these incidents will be rectified within 1 to 2 hours.

Additional sweeping, litter bin emptying, and footway flushing services are provided prior to and after major special events.

### **Winter Service**

A Winter Service Plan is in place each year from 1 November to 31 March each year to provide for anticipation of, and proportionate operational responses to, adverse winter weather conditions. A hierarchy of priorities ensures that roads and footways are treated in a predetermined sequence so that sites where winter weather hazards present most risk are salted first. (Priority sites include steep inclines, public transport routes, and outside emergency service stations).

When winter service operations are mobilised, sweeping and flushing services are suspended. One of the main purposes of the winter service is to keep traffic moving so that emergency services, public transport, essential services, and goods distribution (food, medical supplies,

fuel) can be maintained. Waste collection services on major routes should therefore be largely unaffected.

Winter Service					
Street	Prec <sup>1</sup>	Pret <sup>2</sup>	Full Winter Service		
			P1 <sup>3</sup>	P2 <sup>4</sup>	P3 <sup>5</sup>
Brown Hart Gardens	-	Y	-	-	Y
Duke Street	-	Y	-	Y	-
Eastcastle Street	-	Y	-	Y	-
Gees Court	-	Y	-	-	Y
Heddon Street	-	Y	-	-	Y
Market Place	-	Y	-	-	Y
New Bond Street	-	Y	-	Y	-
North Audley Street	-	Y	-	Y	-
Old Bond Street	-	Y	-	-	Y
Oxford Street (W)	-	Y	Y	-	-
Oxford Circus	-	Y	Y	-	-
Oxford Street (E)	-	Y	Y	-	-
Regent Street (N)	-	Y	Y	-	-
Regent Street (S)	-	Y	Y	-	-
South Molton Street	-	Y	-	Y	-
St Christopher's Place	-	Y	-	-	Y

<sup>1</sup> - Precautionary

<sup>2</sup> - Pretreatment

<sup>3</sup> - Priority 1

<sup>4</sup> - Priority 2

<sup>5</sup> - Priority 3

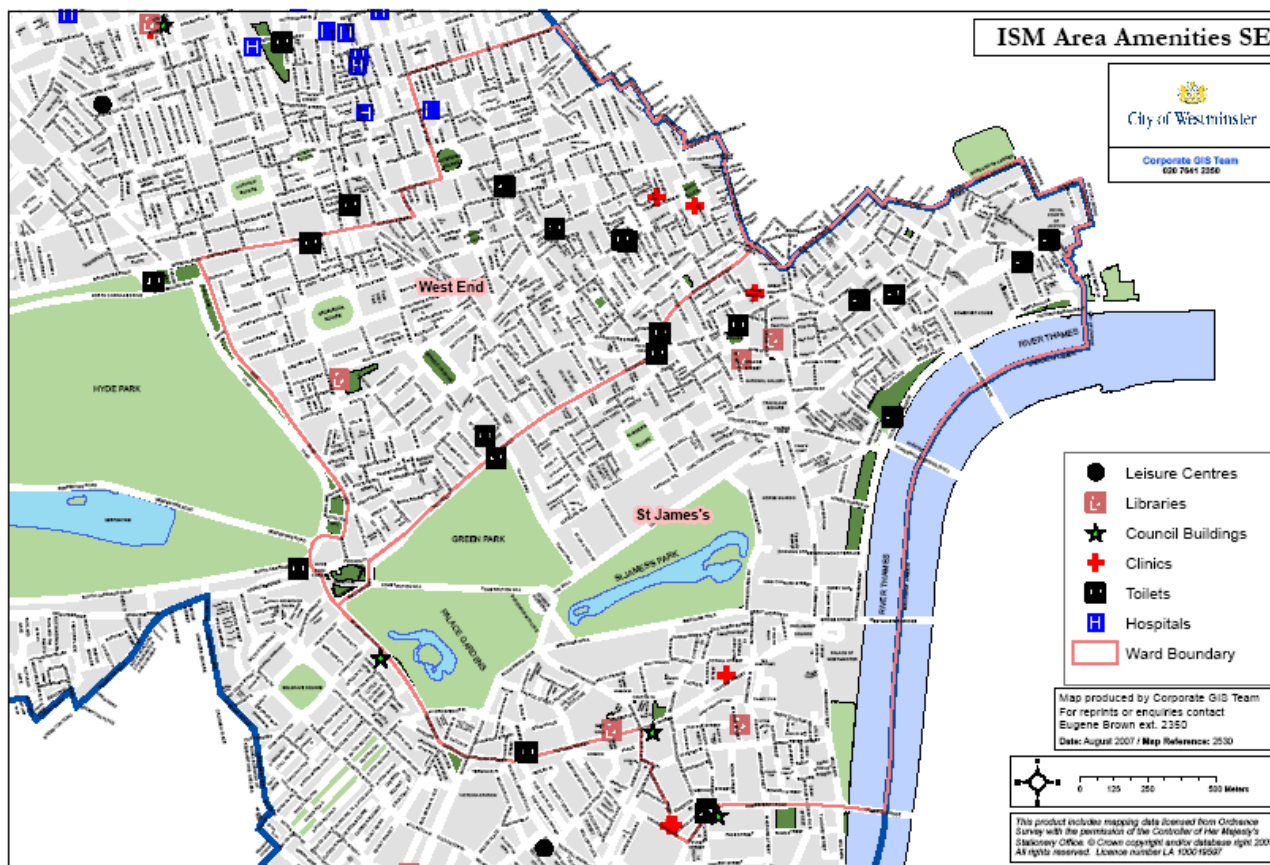
## SCHEDULE 2

### PART III ENFORCEMENT SERVICES

#### CURRENT SERVICES TO BE PROVIDED BY WCC WITHIN THE SOUTH EAST QUADRANT

##### 1. SE Area

The area comprises of two Wards – West End and St James’



##### 2. Duties and Responsibilities of City Inspectors and City Guardians

The City Inspectors and City Guardians are the Council's primary street based service capable of identifying and resolving all issues that impact on the street environment and community safety, through joined up integrated working with other agencies and partners where appropriate. Whilst the City Guardians are the community safety arm of the Street Management Service, the City Inspectors are the regulatory arm with responsibility for ensuring high standards and enforcement of street related issues.

###### City Inspectors

The City Inspector is a new role in the Council and joins the enforcement expertise of the Street Environment Manager and the Street Licensing Enforcement Officer.

The team provide a 24/7 uniformed, proactive and reactive monitoring, inspection, reporting and enforcement service across a wide range of Council functions. In so doing they identify premises and street based issues that adversely impact on the street environment, contravene legislation and/or are non compliant with relevant contracts and

work in an integrated manner to seek permanent resolution to ensure a safe, clean and a nuisance free street environment.

The City Inspector performs an education and enforcement role to counter a number of the issues which have a negative effect on the visual impact of streets. This includes enforcement against leaflet distribution, waste (unpaid, duty of care issues, and waste left on street outside allotted times), illegal street trading and breaches in regulations regarding placement of street furniture by businesses. New legislation around mobile signage and charity muggers will enable the City Council to tackle these particular nuisances.

A more detailed list of functions is set out below.

- Management and regulation of street markets, exhibitions and isolated street trading pitches through daily inspections and reporting.
- Enforcement against unlicensed street trading.
- Management and regulation of licensed premises with tables and chairs through daily inspections and reporting, and enforcement of unlicensed premises.
- Input into applications for new and revised premises licences, and subsequent monitoring for compliance with particular conditions that relate to the street environment.
- Identifying and reporting service failures relating to waste collection and street cleansing services to the contractor and/or Waste and Cleansing Client.
- Identifying and ensuring high standards relating to highways infrastructure, furniture and equipment (defects, damage, hazards, danger, operability, and the like).
- Identifying and resolving through whatever means a variety of customer behaviour and other issues that impact on the standard of the street environment (e.g. littered private land, staining, uncontained waste, Temporary Homeless Persons, etc).
- Enforcement against dumped waste, including unpaid commercial waste and waste placed outside collections times.
- Resolution of customer reports and complaints relating to the work of the group.
- Undertaking project work and exercises relating to street based matters.
- Enforcement of a variety of legislation, as below, in order to improve the street environment:-
  - Highways Act
  - London Local Authorities Acts
  - Environmental Protection Act
  - Cleaner Neighbourhoods Act
  - Planning Act and Regulations
  - Refuse Disposal and Amenities Act
  - Control of Pollution Act
  - Road Traffic Act and Orders
  - Local Government (Miscellaneous Powers) Act
  - City of Westminster Act
  - Westminster Bylaws

As part of their role City Inspectors will be expected to establish good community links and liaison with various agencies and partners in order to further the aims of the group through joined up integrated working. They are also expected to attend meetings and represent the City Council.

The full Job Description for the City Inspector is attached at Appendix A.

### City Guardians

City Guardians are a uniformed group of staff who conduct regular patrols of their area of operation and identify and proactively address environmental, licensing and antisocial behaviour issues. They provide regular reports and follow up on issues related to licensing, the environment, highways and community protection to facilitate environmental improvement and enhance community safety.

Guardians form an integral part of the Council's tasking process and are therefore well placed to raise and action issues through their close working relationships with other City Council teams and the Metropolitan Police and through the established 302 tasking process.

The 302 tasking ensures a holistic approach to problem solving through the creation of a strategic profile of the neighbourhood identifying the key issues affecting the neighbourhood along with problem solving activity that is currently in progress across the area and any other significant operational activity that is taking or has taken place within the neighbourhood. This provides a picture in which to develop options to respond to the problem identified and to evaluate the impact of the selected interventions upon the problem.

The Job Description for the City Guardians is included at Appendix B.

### **3. Staffing Levels**

The SE Area Team comprises of:-

#### City Inspectors

1 x Area Manager  
1 x Operations Manager  
2 x Senior City Inspectors  
12 x City Inspectors

With the exception of the Area Manager, all the above staff operate on a 2/3 shift basis 24/7.

In addition, there is a Permanent Night team of City Inspectors, consisting of :-

1 x Operations  
1 x Senior City Inspector  
7 x City Inspectors

The permanent Night team is rostered Monday to Sunday and operates on a city wide basis although the majority of their time is spent in the West End.

#### City Guardians

1 x Operations Manager  
2 x Team Leaders  
12.5 City Guardians

(1 Team Leader and 6 Guardians are dedicated to the Heart of London area).

#### 4. Hours

All City Inspectors and City Guardians work a 10 hour shift. City Inspectors' shifts are 08.00 – 18.00 hrs, 11.00 – 21.00 hrs and 20.00 – 06.00 hrs. City Guardians primarily work a static shift with seasonal hours of 10.00 to 20.00 hrs in winter, 11.00 – 21.00 hrs in spring and autumn, and 12.00 noon to 22.00 hrs in summer.

The number of City Inspectors per day is variable and is dependant on the service needs of the South East area. Their shift patterns are currently being developed and will be provided once agreed with staff and union. Staff rostered on three shifts will be drawn from all four area teams to supplement the permanent night shift.

The number of City Guardians per day is equally variable. Their shift pattern is set out below.

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Week 1			Work	Work	Work	Work	
Week 2		Work	Work	Work	Work		
Week 3	Work	Work	Work	Work			
Week 4			Work	Work	Work	Work	
Week 5		Work	Work	Work	Work		
Week 6	Work	Work	Work	Training			

City Inspectors are expected to spend a minimum of 6 hours a day on street dealing with proactive and reactive work. The remaining time is taken up by associated work in connection with enforcement, such as briefings, meetings, reports and statements, research and the like. The amount of time on-street can however be considerable less where seizures are involved.

City Guardians spend a minimum of 6 hours a day on street, and like the City Inspectors, the remaining time is taken up with ancillary work.

#### 5. Activity Levels

The work of the City Inspectors cannot be quantified at present, except for routine inspections carried out in relation to licensed street trading, as this is a new service and there is no baseline data. The level of enforcement action in any event is dependent upon the level of illegal/unauthorised activity within the area and is therefore variable. However, a combination of output and outcome based targets will be drawn up for City Inspectors. Once the new service is bedded and operating for a period there will be data which can be used to better baseline the service.

City Guardians on the other hand are well established, with performance targets that are both output and outcome based, and information on performance is readily available.

Westminster is committed to providing an excellent service, and in order to ensure that this is consistent, there will be a quarterly review of the services provided to the New West End Company.



**Job Description**

<b>Job Title:</b>	City Inspector
<b>Department:</b>	Community Protection
<b>Section:</b>	Street Management
<b>Responsible to:</b>	Senior City Inspector
<b>Responsible for:</b>	Number of Staff: Budget: Staffing £ Other £

**Purpose of Job**

To provide a 24/7 uniformed street-based, proactive and reactive, customer focused, monitoring, inspection, reporting, education, awareness, promotion, and enforcement service across a wide range of Council functions in accordance with agreed service specifications, business plan, service level agreements and the requirements of legislation, delegated powers, Council policy and Standing Orders, officer codes of practice and Contract requirements. In so doing to identify premises and street based issues that adversely impact on the street environment, contravene legislation and/or non compliant with relevant contracts, and to work with internal and external agencies, partners, contractors, the community and other stakeholders in an integrated manner to seek permanent resolution by whatever means and ensure a safe, clean and nuisance free street environment.

To promote the Council’s services among residents and businesses to encourage responsible behaviour, achieve Council objectives and minimise environmental impact.

**Main Responsibilities**

To work flexibly as part of a uniformed service on a shift basis and in all weathers within designated area(s) of the City, including weekend, evening and night work as required.

To provide a proactive, customer focused, monitoring, inspection, reporting, education, awareness, promotion, and enforcement service across a wide range of Council functions in accordance with the agreed service specifications, business plan, service level agreements and the requirements of legislation, delegated powers, Council policy and Standing Orders, officer codes of practice and Contract requirements.

To work closely with internal and external agencies, partners, contractors, the community and other stakeholders in an integrated manner to address a range of premises and street based activity and issues that have an adverse impact on the street environment, contravene legislation and/or non compliant with relevant contracts, in order to provide a clean, safe and nuisance free environment.

Initiate and/or implement strategies and programmes of work and to monitor, prioritise and schedule work, as appropriate, to ensure effective service delivery and the attainment of targets and objectives.

Initiate and/or carry out investigations, intelligence gathering and enquiries as necessary in the performance of and/or improvement of the service.

Make authorised test purchases of goods and services on behalf of the City Council in order to ensure that the provisions of legislation enforced by the Section are complied with.

To exercise such enforcement powers as may be delegated to officers to enable them to perform their duties effectively.

To raise public and customer awareness and provide customers with technical and professional advice and assistance on matters such as waste management, litter control, graffiti and flyposting prevention, illegal advertising, highways obstructions, illegal/unlawful activity, etc, in order to improve customer behavior, reduce the incidence of breaches of legislation and street nuisance, and improve the street environment.

Take responsibility for the continuous improvement and enhancement of the service in order to improve the street environment of the City, increase customer satisfaction and reduce response times to customer enquiries.

Carry out or assist with the management of specific projects and exercises, deputise for senior staff and supervise staff on operational deployments on an ad hoc basis as required.

Attend meetings and fora as required by Senior Managers.

Effectively promote a professional image of the organisation in respect of conduct and appearance including the wearing of uniform at appropriate times as directed.

Ensure that all correspondence, customer reports, complaints and enquiries are dealt with within City Council policy guidelines and time-scales. Deal personally with enquiries from Members, Area Officers and external agencies as appropriate.

Maintain an up to date knowledge of pertinent legislation, Council Policy, procedures, Codes of Practice, and Contractual requirements in order to carry out the duties of the post effectively.

To record work undertaken using appropriate manual and/or computer systems including hand held computer devices linked to GPS, and maintain accurate, up to date records of all work carried out.

Prepare observations, reports, statements and other papers as required on operational performance and other specific issues as required for use by the City Council, Metropolitan Police and other agencies, and to attend and give evidence at hearings and court as necessary.

The post holder is required to conduct themselves at all times in a professional manner and comply fully with the Council's policies, codes of practice, and procedures.

To drive a variety of City Council vehicles up to a maximum of 3.5 tonnes as and when required.

To provide a level of flexibility in service to enable the operations of the service to be conducted in an effective manner. This includes manning the Street Management Centre and undertaking other duties as required commensurate with the level of the post.

To provide an on street link to the emergency planning process as required

## APPENDIX B

### Job Description

<b>Job Title:</b>	City Guardian
<b>Department:</b>	Community Protection
<b>Section:</b>	Street Management
<b>Responsible to:</b>	Team Leader
<b>Responsible for:</b>	Number of Staff: Budget: Staffing £ Other £

### Purpose of Job

To provide a uniformed street based service to enable the reduction of crime and the fear of crime, to deter anti-social behaviour, to facilitate environmental improvement, improve community safety and to enable an interface between the City Council and key stakeholders.

To promote the Council's services amongst residents and businesses to encourage responsible behaviour, achieve Council objectives and minimise environmental impact.

### Main Responsibilities

To conduct regular patrols of the area of operation in order to identify and address issues relating to crime, the fear of crime, disorder, antisocial behaviour, and other community safety and customer behaviour issues that impact on the local community and street environment, as well as to provide reassurance to the local community and act as a deterrent through a uniformed presence on street in the area.

To develop close links with and provide a point of liaison and interface between the local community (residents, businesses and key stakeholders in the area) and the City Council for local issues of concern relating to community safety and the street environment to be raised and actioned.

To work closely with and assist the Metropolitan Police to reduce crime, the fear of crime, disorder and antisocial behaviour within the designated area of operation, in line with the Joint Working Protocol.

To work closely with and assist other City Council teams in regulating and improving the street environment, involving environmental, licensing and community protection issues, in the designated area of operation.

To assist in delivering the Council's objective of clean, safe and well regulated streets by monitoring and reporting to the relevant agency for action streets that are below standard; by exercising such enforcement powers as may be delegated; and reporting contraventions requiring further enforcement action.

Initiate and/or as directed by line managers, undertake inspections, investigations, intelligence and evidence gathering, enquiries, education, persuasion and advice to customers as is necessary in the performance and improvement of the service.

To act as a witness in legal proceedings as and when required for the Council or other agencies.

To act as a point of contact and ambassador for the City Council in its dealing with the local community.

To develop local knowledge to enable a high level of customer service, including explaining the nature of the service, giving directions, and providing information and advice.

Carry out and/or assist with the management of special community projects and exercises as is necessary, as well as Council initiatives and campaigns to promote awareness to improve customer behaviour.

Provide regular reports relating to work undertaken in a manner to be advised by the Team Leader and line managers.

To work as part of a team on a shift basis, including weekend, evening and night work as required.

To provide a uniformed council service, presented in a manner appropriate to the standards of the City Council, including maintaining the City Councils uniform to a high standard.

To attend meetings and fora as required by senior managers.

To undertake all duties with due regard to the City Council's Health and Safety policy and procedure.

To provide a level of flexibility in service to enable the operations of the service to be conducted in an effective manner. This will include manning the Street Management Centre, assisting with schools crossing patrols and other community safety projects, supporting the work of the City Guardians mobile Team to address issues in other areas raised via Civic Watch, and undertaking other work within the level of the post where appropriate.

To record work undertaken using appropriate manual and/or computer systems including hand held computer devices linked to GPS.

To participate in the Council's emergency planning function and assist in the event of civil or other emergencies as required.

