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DATED

2015

**BASELINE AGREEMENT**

**THE LORD MAYOR AND CITIZENS OF  
THE CITY OF WESTMINSTER  
(the "Council")**

**- and -**

**THE NEW WEST END COMPANY LIMITED  
(the "BRS-BID Company")**

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**Baseline Agreement for Provision of Standard Services**

**THIS DEED is made the    day of                    2015**

**BETWEEN**

- (1) THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER (“the Council”) of Westminster City Hall 64 Victoria Street London SW1E 6QP; and
- (2) THE NEW WEST END COMPANY LIMITED (“the BRS- BID Company) registered as a company limited by guarantee with number 04039488 whose registered office is at Morley House, 320 Regent Street, London W1B 3BE.

**Recitals**

- 1. The Council is the local authority for the purposes of the Local Government Act 2003 and is providing the Standard Services within the BID Area.
- 2. The BRS-BID Company is responsible for the management and operation of the BRS-BID and for achieving the objectives and aspirations set out in the BRS-BID Proposals.
- 3. The purpose of this Agreement is to set out for the avoidance of doubt the Standard Services provided by the Council within the BRS- BID Area.

**It is agreed** as follows:

## 1 Definitions

" <b>BID</b> "	has the meaning given in the Regulations.
" <b>BRS-BID Area</b> "	means that area within which the BID operates as shown on the plan attached to this Agreement in Schedule 1.
" <b>BRS_BID Arrangements</b> "	has the meaning given by section 41 of the Local Government Act 2003.
" <b>BRS-BID Levy</b> "	means the charge levied and collected within the BID pursuant to the Regulations.
" <b>BRS-BID Levy Payers</b> "	the first superior lessee about the rateable occupier which superior lease was granted for a term of more than 35 years. The freeholder, if no lease for a term of more than 35 years has been granted: Provided always that joint freeholders or leaseholders shall be jointly and severally liable for the BRS-BID levy.
" <b>Chief Executive</b> "	means the head of the Council's paid service from time to time.
" <b>Complementary Services</b> "	means those services secured or procured by the BID Company from the Council or other third party provider in addition to the Standard Services.
" <b>Complementary Service Provider</b> "	means the provider of the Complementary Services.
" <b>Financial Year</b> "	means the financial year for the BRS-BID Company which runs as follows 01/01/16-31/03/16 01/04/16-31/03/17 01/04/17-31/03/18 01/04/18-31/03/19

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01/04/19-31/03/20

01/04/20-31/12/20

Provided always that such period falls within the BRS BID term.

**"Operating Agreement"**

means the agreement dated xxxx 2015 made between the Council and the BRS-BID Company which sets out various procedures for the collection, monitoring and enforcement of the BRS-BID Levy.

**"Performance Notice"**

means a notice served by the BRS-BID Company which:  
(i) identifies the Standard Service to which the notice relates;  
(ii) states how the Standard Service is not being provided in accordance with this Agreement; and  
(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.

**"Proposals"**

means the business plan voted for by the BRS-BID Levy Payers in a ballot which sets out the objectives of the BRS-BID and identifies the various projects which will be undertaken using funds raised by the BRS-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'.

<b>“Protocols”</b>	means the informal procedures to be agreed by the Council and the BRS-BID Company the purposes of which is to assist in the provision of the Standard Services and the commitment to joint working set out in Schedule 3 to this Agreement.
<b>“Regulations”</b>	means the Business Improvement Districts (England) Regulations 2014 and such amendments to those Regulations which may be made by the Secretary of State pursuant to Section 150 of the Local Government and Housing Act 2009 (from time to time).
<b>“Services Review Panel”</b>	means the panel whose members consist of representatives from the BRS-BID Company and the Council.
<b>"Standard Services"</b>	means the services provided by the Council within the BRS-BID Area as set out in Schedule 2 except for the public highways shown in Schedule 1 as those for which Transport for London is responsible.
<b>"Term"</b>	means the period commencing 1st January 2016 and ending on 31st December 2020
<b>"Voluntary Contribution(s)"</b>	means any contributions or funds paid or made available to the BRS-BID Company which do not form part of the BRS-BID Levy.

**2. Statutory Authorities**

2.1 This Agreement is made pursuant to the Business Rates Supplements Act 2009 and Section 111 of the Local Government Act 1972 and all other enabling powers.

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### 3. **Commencement**

3.1 This Agreement shall take effect from the commencement of the Term and shall determine and cease to be of any further effect in the event that:-

3.1.1 the BRS-BID Company fails to secure approval of the Proposals, Renewal Proposals or Alteration Proposals in a ballot, renewal ballot, alteration ballot or rebalot;

3.1.2 the Secretary of State declares void a BRS-BID ballot, renewal ballot, alteration ballot or rebalot;

3.1.3 the Council exercises its veto and there is no successful appeal against the veto;

3.1.4 the Term expires;

3.1.5 the Council exercises its discretion to terminate the BRS-BID Arrangements in exercise of its powers under Regulation 18 of the Regulations; or

3.1.6 the Council terminates this Agreement pursuant to paragraph 8 of this Agreement.

### 4. **The BRS-BID Company's Obligations**

4.1 The BRS- BID Company agrees that it will provide the Council with any information the Council may reasonably require in relation to the carrying out of the Complementary Services.

4.2 In the event that the BRS-BID Company intends to change the Complementary Services the BRS-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 BRS-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:

5.1.1 will provide the Standard Services within the BRS-BID Area at its own cost for the duration of the Term,

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

5.1.3 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 BRS- BID Area;
- (II) an excessive number of pedestrians in the BRS-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 BRS-BID Area;
- (IV) a traffic accident or major spillage in the BRS-BID Area;
- (V) marches, parades, film and theatre premieres, festivals and visits by VIPs in or affecting the BRS-BID Area where such activities directly impede or inhibit the Standard Services from being provided;
- (VI) any other reason in the BRS-BID Area or affecting the BRS-BID Area beyond the control of the Council

provided always that the Council shall first and, if possible, provide the BRS-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 Service as soon as reasonably practicable to the same standard as it was immediately before the change.



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- 5.2 In the event that the Council intends to change the Standard Services significantly and permanently the Council shall consult with the BRS-BID Company no less than 6 weeks prior to that change, if possible, 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 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 BRS-BID Company, to carry out a review of the performance and the carrying out of the Standard Services by the contractor or provider of the Standard Services and to use its best endeavours to secure the improvement of the Standard Services from such contractor or provider and to consult with the BRS-BID Company on the action plan arising from such review, to secure such improvements, if possible, and keep the BRS-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 BRS-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 BRS-BID Area for the purposes of the BRS-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 act 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 BRS-BID Area or part of the BRS-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 BRS-BID Company as are appropriate;
  - 7.1.3 review any Performance Notices served by the BRS-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 an 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 shall be at least two such meetings in each Financial Year (throughout the duration of the BRS- BID Term) and on all other occasions further meetings of the Services Review Panel shall be arranged by the service of written notice

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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 BRS-BID Arrangements under Regulation 18 of the Regulations;

8.1.2 in the event that the BRS-BID Company commits a serious and unremediable breach of this Agreement;

8.1.3 in the event that the Council terminates the Operating Agreement in accordance with the terms therein.

## 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 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**

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10.1 Save as set out at Clause 10.2, both the Council and the BRS-BID Company agree to keep confidential and not to disclose 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 BRS-BID Levy Payers or about other third parties which it shall have obtained or received as a result of operating the BRS-BID and this obligation shall survive the termination or lapse of the provision of the BRS-BID Arrangements.

10.2 The Council hereby consents to the disclosure of the confidential information described at Clause 10.1 to the BRS-BID Company's agents and/or professional advisers, as the case may be, provided such disclosure is reasonably necessary for the operation of the BRS-BID and provided the BRS-BID Company obtains the agreement of such agents and/or professional advisers to keep confidential any information which is so disclosed. The BRS-BID Company further agrees that in the event that such agents and/or professional advisers disclose such confidential information, the BRS-BID Company shall be liable to the Council to the same extent as if the BRS-BID Company had itself disclosed such confidential information.

10.3 In the event that the BRS-BID Company discloses confidential information to its agents and/or professional advisers, as the case may be, the BRS-BID Company shall provide the Council with the names and addresses of such agents and/or professional advisers together with details of the confidential information so disclosed within 7 (seven) days of the disclosure of such information.

## 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:

11.2.1 on the Council by delivery to the Chief Executive at the Council's address as specified above;

11.2.2 on the BRS-BID Company by delivery to its Company Secretary at the address of the BRS-BID Company specified above;

11.2.3 by registered or recorded delivery post to such persons at such addresses

11.2.4 by electronic communication (provided that it is in legible form and is capable of being used for subsequent reference) to such persons at such addresses.

11.3 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.

## 12. **Miscellaneous**

12.1 For the avoidance of doubt where any part of this Agreement is incompatible with the Regulations or any other regulations, which the Secretary of State may issue pursuant to section 29 of the Business Rate Supplements Act 2009 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, Plan or Recital such reference (unless the context requires otherwise) is a reference to a clause, part, plan, or recital attached to this Agreement.

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.

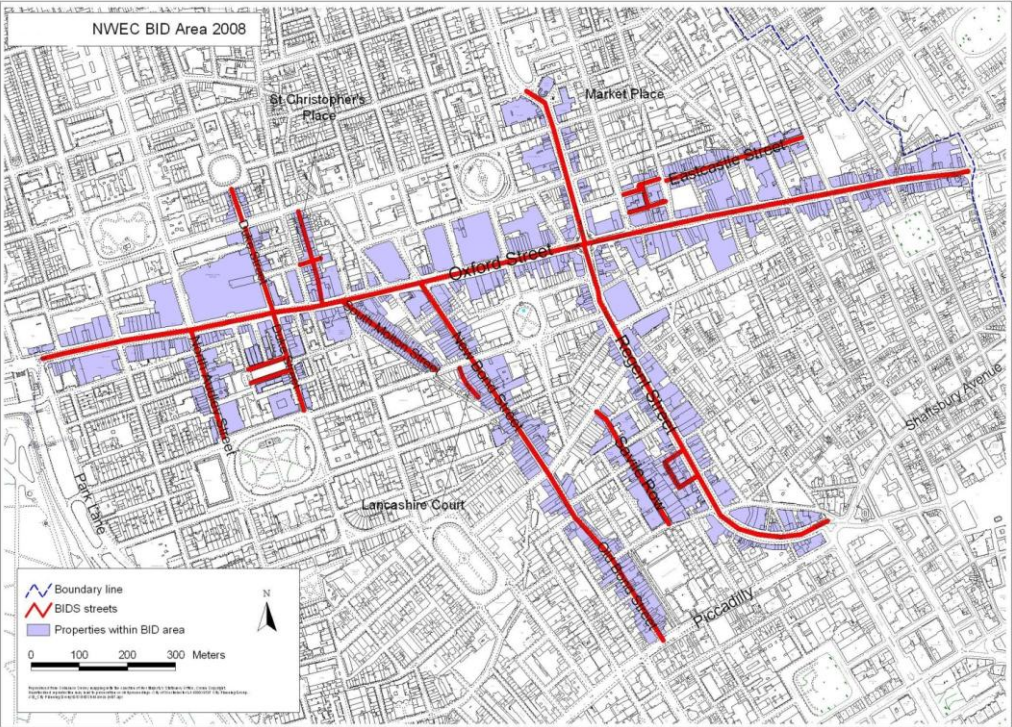
THE COMMON SEAL of THE LORD )  
MAYOR AND CITIZENS OF THE CITY )  
OF WESTMINSTER was hereunto )  
affixed by Order: )

Head of Legal and Administrative Services

Signed as a deed by )  
THE NEW WEST END COMPANY )  
LIMITED acting by two directors ) Director  
or a director and its secretary )

.....  
Director/Company Secretary

SCHEDULE 1 – The BID Area Map



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**LIST OF STREETS IN THE BID AREA**

Bond Street (Old and New)  
Oxford Street  
Regent Street  
Air Street  
Argyll Street  
Barrett Street  
Bird Street  
Brewer Street  
Brook Street  
Duke Street  
Brown Hart Gardens  
Gees Court  
Glasshouse Street  
Great Marlborough Street  
Heddon Street  
Lancashire Court  
Langham Place  
Market Place  
North Audley Street  
Portland Place  
Savile Row  
Sherwood Street  
South Molton Street  
St Christopher's Place  
Swallow Street

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## **SCHEDULE 2 – Standard Services**

1. 'Standard Services' means the following services provided by the Council:
  - a. Cleansing Services;
  - b. Highways Services;
  - c. Wardens/Enforcement
  
2. 'Cleansing Services' means the services provided by the Council as set out in Table 1 to this Schedule.
  
3. 'Highways Services' means the services provided by the Council as set out in Table 2 and Table 3 to this Schedule.
  
4. 'Wardens/Enforcement' means the services provided by the Council as set out in Table 4 to this Schedule.

**A. CLEANSING SERVICES - Table 1: Summary of Cleansing Services**

Summary of Standard Street Cleansing Services – November 2011			Street Sweeping				Litter Bin Emptying			Litter Bin Washing	Footway Flushing															
Street	From	To	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							Evenings/Nights							
												M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	Su	
Brown Hart Gardens	Entire		Mon - Fri	1	-	-	1hr	Mon - Fri	2	1hr	10wks	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Duke Street	Brook to Oxford Street		Mon-Sun	1	1	-	1hr	Mon-Sun	2	1hr	10wks	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Duke Street	Wigmore Street to Manchester Square		Mon - Sun	1	1	-	1hr	Mon-Sun	2	1hr	10wks	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Eastcastle Street	Entire		Mon-Sun	1	1	-	1hr	Mon-Sun	2	1hr	10wks	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Gees Court	Entire		Mon-Sun	1	-	-	1hr	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Heddon Street	Entire		Mon - Fri	1	-	-	1hr	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lancashire Court	Entire		M,W,F	1	-	-	1hr	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Langham Place	Entire		Mon - Fri	1	1	-	1hr	Mon-Sun	2	1hr	10wks	-	Y	-	Y	-	Y	-	-	-	-	-	-	-	-	-
Market Place	Entire		Mon-Sun	1	-	-	1hr	Mon-Sun	2	1hr	10wks	-	-	-	-	-	Y	-	-	-	-	-	-	-	-	-
New Bond Street	Entire		Mon-Sun	1	1	-	1hr	Mon-Sun	6	1hr	10wks	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
North Audley Street	Entire		Mon-Sun	1	1	-	1hr	Mon-Sun	2	1hr	10wks	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Old Bond Street	Entire		Mon-Sun	1	1	-	1hr	Mon-Sun	6	1hr	10wks	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Oxford Circus	Entire		Mon-Sun	2	1	1	1hr	Mon-Sun	6	1hr	10wks	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Oxford Street	Entire		Mon-Sun	2	1	1	1hr	Mon-Sun	6	1hr	10wks	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Portland Place	Entire		Mon - Fri	1	-	-	1hr	Mon-Sun	2	1hr	10wks	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Regent Street	Entire		Mon-Sun	2	1	1	1hr	Mon-Sun	6	1hr	10wks	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Savile Row	Entire		Mon-Sun	1	-	-	1hr	Mon-Sun	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
South Molton Street	Entire		Mon-Sun	1	1	1	1hr	Mon-Sun	2	1hr	10wks	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

St Christopher's Place	Entire	Mon-Sun	1	-	-	1hr	-	-	-	-	-	Y	-	Y	-	-	-	-	-	-	-	-	-	-
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Waste Collection								
Street	From	To	Mon-Sun	Mon-Sat	Mon-Fri	Sat-Sun	Mon, Wed, Fri	Remedial time
Brown Hart Gardens	Entire		-	-	07:00 - 09:00	-	-	3hrs
Duke Street	Grosvenor Sq	Wigmore Street	16:00 - 18:00	-	-	-	-	3hrs
Duke Street	Grosvenor Sq	Manchester Sq	06:30 - 08:30	-	-	-	-	3hrs
Eastcastle Street	Entire		08:30 - 10:30 23:00 - 01:00	-	-	-	-	3hrs
Gees Court	Entire		07:00 - 09:00 17:00 - 19:00	-	-	-	-	3hrs
Heddon Street	Entire		06:00 - 08:00 15:00 - 17:00	-	-	-	-	3hrs
Lancashire Court	Entire		-	08:00 - 10:00	-	-	-	3hrs
Langham Place	Entire		-	07:00 - 09:00 20:30 - 22:30	-	-	-	3hrs
Market Place	Entire		10:00 - 12:00 23:00 - 01:00	-	-	-	-	3hrs
New Bond Street	Entire		06:00 - 07:00 18:00 - 19:00	-	-	-	-	3hrs
North Audley Street	Entire		06:30 - 08:30 16:00 - 18:00	-	-	-	-	3hrs
Old Bond Street	Entire		07:00 - 08:00 18:00 - 19:00	-	-	-	-	3hrs
Oxford Circus	Entire		-	-	-	-	-	3hrs
Oxford Street	Entire		08:30 - 09:30 19:00 - 20:00 00:00 - 01:00	-	-	-	-	3hrs
Portland Place	Entire		-	-	-	-	07:00 - 09:00	3hrs
Regent Street	Entire		10:00 - 11:00 20:00 - 21:00 23:00 - 00:00	-	-	-	-	3hrs
Savile Row	Entire		-	06:30 - 08:30 15:00 - 17:00	-	-	-	3hrs
South Molton Street	Entire		06:30 - 08:30 19:00 - 21:00	-	-	-	-	3hrs

- The schedules detailed above are correct as of 7<sup>th</sup> November 2011
- The City Council is currently in the process of making changes to its street cleansing services and it is likely that the services detailed above will be amended proportionately in line with the City-wide changes which can be viewed at:  
[http://www3.westminster.gov.uk/committee/index.cfm?c\\_docs=Cabinet%20Member%20Decisions/City\\_Management/2011/Pre%2010%20May%202011/08%20-%20Variation%20of%20contract%20with%20Veolia%20Environmental%20Services](http://www3.westminster.gov.uk/committee/index.cfm?c_docs=Cabinet%20Member%20Decisions/City_Management/2011/Pre%2010%20May%202011/08%20-%20Variation%20of%20contract%20with%20Veolia%20Environmental%20Services)

**B. HIGHWAYS SERVICES - Table 2: Summary of Highways Services**

ASPECT	TYPE OF DEFECT	INVESTIGATORY LEVEL FOR RISK ASSESSMENT	RESPONSE TIME TO MAKE SAFE OR REPAIR		
			Category 1		Category 2
			Priority 1	Priority 2	Priority 3, 4 or 5
Carriageway	potholes/spalling	20mm depth	2 hrs to make safe or repair	24 hrs to make safe or repair	7days, 28 days or as set to repair
	crowning	50mm (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	15mm depth			
Footway	trip/pothole	15mm depth			
	rocking slab/block	15mm vertical movement			
	open joint	30mm depth, 200mm length			
	tree root damage	15mm trip			
	sunken ironwork	15mm level difference			
	defective coal plates/basement lights etc	15mm trip			
Surfacing	missing/defective anti-skid to carriageway	yes/no			
	"bubbled" mastic asphalt footway	15mm trip			
Kerbing	dislodged	50mm horizontally			
	loose/rocking	15mm vertically			
	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	15mm			
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			
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/faded item likely to cause a hazard	yes/no			
Safety fencing and barriers	item damaged or misaligned likely to cause hazard	yes/no			

**Table 3: Summary of Highways Services**

Objective	Performance Requirement	Response to Defects		
		Category 1		Category 2
		Hazard Mitigation (if necessary)	Permanent Remedy	Permanent Repair
<b>Traffic Signs- Includes all Illuminated traffic signs, Illuminated Bollards, Belisha Becons</b>				
Signs are clearly visible at all times, clean and operational	Signs are clean, clearly visible and free from structural and electrical defects.	2 hrs	2 Working days	10 Working days
Sign information is complete and correct	Identification marks are provided, correctly located, visible, clean and legible.			
Signs are structurally and electrically sound	Coefficient of retro reflectivity is greater than 144 cd/lx/m2 for Class 1 material and 40cd/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 TD25			
Lighting equipment to signs is operational and has clear access	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 BD63 All structures and elements of the signing system are kept clean and have clear access provided sign lighting is fully operational			
Power supply faults are rectified expeditiously	Private cable faults to be rectified	NA	10 Working Days	10 Working days
	District Network Operator supply faults are reported to the DNO and the Provider liaises with the DNO and pursues their rectification as a matter of priority. DNO has agreed Guaranteed Standards of Performance (GSOP) in which they must repair each type of fault	Reported within 1 day	Within GSOP	Within GSOP
<b>Public Lighting- Includes all Public Lighting units whether mounted on columns, walls, as floodlighting</b>				
Appropriate uniform lighting is in place along the highway	or, which by virtue of incipient defects give rise to the likelihood of unacceptable lighting quality. Such as:		2 working days	2 working days
	3 or more consecutive outage on lighting units up to and including 12m mounting height	2 hrs		
	1 or more outages either side of a pedestrian crossing	NA		
	1 or more outage opposite or immediately adjacent to a road junction	NA		
	Private supply failure to 3 or more consecutive lighting units	2 hrs		
DNO power supply faults are rectified expeditiously	District Network Operator supply faults are reported to the DNO and the Provider liaises with the DNO and pursues their rectification as a matter of priority. DNO has agreed Guaranteed Standards of Performance (GSOP) in which they must repair each type of fault	Reported to DNO within 2 days	Within GSOP	Within GSOP
Continuous safety and integrity of the lighting system	Over the Public Lighting Network, 97% of lights are functioning correctly at all times.	NA	2 working days	2 working days
	Lanterns are clean	NA		
	Lighting units are free from accidental damage or vandalism	2 hrs		
	Columns are vertical. Correctly founded, visually acceptable and structurally sound	2 hrs		

## **Explanatory Notes For Table 2, Table 3 and additional description of Highways Services**

**Table 2 and 3 reflect the investigation criteria and response times operated by the City Council in the summer of 2011 onwards. These are dictated by the City Council's Risk Register which assesses the impact of any defect against the likelihood of danger arising from it. This allows the Council to prioritise the spending of available funds effectively.**

**The Risk Register is under review. Changes may result in alterations to how quickly the City Council's agents respond to some defects and the investigation criteria that trigger action. It is expected these changes will be in place in early 2012.**

Highways Services comprise highway maintenance services and highway lighting services.

### **Highway Maintenance Services**

This includes maintenance falling within the following description:

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

### **Reactive Maintenance**

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

1. A customer calls the Environment Action Line and reports a carriageway or footway defect. Enquiries are logged and directed through the Highway Maintenance software (Confirm) to the Service Providers. They inspect and carry out works having prioritised based on the information provided. Urgent enquiries are attended within 2 hours of the enquiry.
2. An Area Inspector finds a defect during a programmed inspection (every publicly-maintained highway is inspected quarterly or once a month depending on priority) and orders the work.

Calls to the Service Provider are prioritised by the Highway Helpline staff based on criteria provided by the Road Management Group. On visiting site the Service Provider can upgrade or downgrade an enquiry. The action taken depends on the criteria below:



*Category 1 defects (response in or under 24 hours)* - these are defects which are deemed to represent an immediate danger 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
<b>Clean Non-Illuminated Street Furniture</b>	
Highways	Annual
Parking Specified Sites	6 Months
All other sites	Annual
<b>Paint Non-Illuminated Street Furniture</b>	
Highways Prime Sites	3 Years
Highways Non-Prime Sites	3 Years
Parking Sites	3 Years
<b>Renew Road Markings</b>	
Thermoplastic Markings	4 Years
Paint Markings on the Highways	4 Years
Parking marking in Parking Zones E, F and G	Annual
Parking marking in all other Parking Zones	2 Years
<b>Gully Cleansing</b>	Annual

### 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.

From 2011/12 onwards, the City Council adopted a Value Management process to determine which areas of footway and carriageway are to be included in the annual capital programme. This process starts in the summer of each year when an Annual Condition Survey (ACS) 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.

In addition to the ACS survey results, the Value Management process takes into consideration a range of factors e.g. Visual Appearance, Customer Reports and Maintenance History when deciding how to spend the budget.

The programme of schemes is subject to a Cabinet Member decision and is published on the council's website. The list of ACS survey scores, Value Management scores and provisional programmes of works is typically published in April each year. A list of reserve schemes is also produced should it not be possible to carry out the main programme schemes or if further funding becomes available.

The report for the 2011/12 programme can be found at [www.westminster.gov.uk](http://www.westminster.gov.uk), in the Cabinet Member Decisions for City Management, pre-May 2011 pages.

#### Regulatory work

This includes:

- keeping a highway register
- management of utilities – utility companies are obliged to meet the minimum standards set out in the Code of Practice published under the New Roads and Street Works Act 1991
- licenses 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 routine 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 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 budge available.

Schemes are identified using the Value Management process adopted for lighting, which reviews the structural and electrical condition of street lights across the City, and by taking into account other factors such as lighting standards, crime levels and maintenance records.

The programme of schemes is subject to a Cabinet Member decision and is published on the council's website. The list of ACS survey scores, Value Management scores and provisional programmes of works is typically published in April each year. A list of reserve schemes is also be produced should it not be possible to carry out the main programme schemes or if other funding becomes available.

The report for the 2011/12 programme can be found at [www.westminster.gov.uk](http://www.westminster.gov.uk), in the Cabinet Member Decisions for City Management, pre-May 2011 pages.

## Highways Inspections

Streets are inspected either monthly or quarterly dependant on the position of that street within the City Council's road hierarchy. These "wall-to-wall" inspections are carried out on

foot by dedicated Highway Inspectors with any defects found logged through live handheld devices.

**The frequency of inspections is currently under review. Some streets may be moved from quarterly to monthly (or vice versa) while a new category of six monthly inspections is being considered for the very quietest streets. Any changes will be trialled and then put in place in early 2012.**

#### **Table 4 - Summary of Enforcement Services**

##### **Crime and Disorder Reduction Service**

The NCRS will work closely with each BID to identify issues which are relevant to the City Councils Safer Westminster Partnership and will be a single point of contact for issues which affect BID members which may need Police intervention. The NCRS operations managers will meet with the BID members regularly to identify and problem solve issues which are causing concern. NCRS operations managers will also be the single point of contact for issues requiring more than one City Council Department which may need to be co-ordinated to provide a joined up response.

NCRS can also offer practical crime prevention advice and advice on security and counter terrorism awareness.

##### **Westminster Wardens (Local)**

Each ward within the City has a local Westminster Warden, these officers work Monday to Friday 9am to 5pm. They provide a local single point of contact for businesses, residents, and visitors. They will meet regularly with BID members and assist in relation to matters such as waste compliance, street cleansing, tables and chairs issues, A boards, and any other issues which require a personal approach. They will offer assistance and be able to provide problem solving for minor issues relating to the street.

##### **Westminster Wardens (Response)**

The City Council operates a 24/7 response service. These officers are available to deal with street issues, offer advice on waste disposal, carry out waste and litter enforcement and deal with highway obstruction and illegal street trading. BID members who are experiencing issues relating to the above can draw on this resource via the Local Wardens.

Out of Hours the Westminster Wardens Response team can assist in matters relating to the City Council and can act as a point of contact with the City Council. The response will assist BID members in dealing with issues where enforcement of Street Regulation will assist.

### Schedule 3 - Commitment to Joint Working

The BID Company has a number of joint projects planned for this second BID Term that depend on the Council for their delivery and is concerned that these are delivered to time and budget and it is kept informed so that it is aware of potential problems as soon as they arise.

As such, both parties need to agree to a two way flow of information to ensure each other is kept informed about matters in the BID Area. In this regard the Council agrees to:

- Work positively with the BID Company as a trusted partner;
- Share information from third parties that may affect the BID Area;
- Inform and consult, where appropriate, the BID Company before proposing changes that affect the built environment;
- Hold joint project meetings with the BID Company on projects that the BID Company is helping to fund
- Agree project timetables and critical delivery paths with the BID Company
- Develop bespoke engagement protocols with the BID Company on major projects
- Share draft reports with the BID Company at the same time as consulting ward members
- Nominate an officer to act as a liaison point between the BID Company and the Council should communications break down with individual service departments so that they can be restored promptly.

The BID Company agrees to:

- Provide responses within agreed timetables to requests for information on the area
- Treats information received from the Council in an appropriate manner to the nature of the information, in particular respecting any confidentiality
- Provides a mechanism to engage the businesses in the BID Area.

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[NB this agreement is subject to final input/amends from WCC](#)