

DATED

2017

**BASELINE AGREEMENT FOR THE
PROVISION OF CLEANSING, HIGHWAYS,
AND NEIGHBOURHOOD PROBLEM SOLVING & COMMUNITY ENGAGEMENT
SERVICES
IN THE NEW WEST END COMPANY (NWEC) OCCUPIER BID**

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

- and -

NEW WEST END COMPANY (NWEC) OCCUPIER BID (the "BID Company")

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Schedule 1 – The BID Area Map

Schedule 2 – The Standard Services

Schedule 3 – Commitment to Joint Working

Baseline Agreement for Provision of Standard Services

THIS DEED is made the day of 2017

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 BID Company”) registered as a company limited by guarantee with number 04039488 whose registered office is at Third Floor, Heddon House, 149-151 Regent Street, London W1B 4JD.

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 BID Company is responsible for the management and operation of the BID and for achieving the objectives and aspirations set out in the 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 BID Area.

It is agreed as follows:

1 Definitions

"BID area"	means the geographical area of the BID, as that expression is defined in the Regulations, and is that area within which the BID Arrangements operate as shown on the plan attached to this Agreement in Schedule 1.
"BID Arrangements"	has the meaning given by section 41 of the Local Government Act 2003.
"BID Levy"	means the charge levied and collected within the BID pursuant to the Regulations.
"BID Levy Payers"	means the non-domestic rate payers liable for paying the BID Levy.
"Chief Executive"	means the head of the Council's paid service from time to time.
"Complementary Services"	means those services secured or procured by the BID Company from the Council or other third party provider in addition to the Standard Services.
"Complementary Service Provider"	means the provider of the Complementary Services.
"Financial Year"	means a financial year for the BID Company which run as follows: 1 st April 2018 to 31 st March 2021 Provided always that such period falls within the Term.
"Operating Agreement"	means the agreement dated made 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:

- (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 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 to be agreed by the Council and the BID Company the purpose 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.

“Regulations”

means the Business Improvement Districts (Property Owners) (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 1989 (from time to time).

"Standard Services"

means the services provided by the Council within the BID as set out in Schedule 2 to this agreement

"Term"

means the period commencing on 1st April 2018 to ending on 31st March 2021

"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 the Business Rates Supplements Act 2009 and Section 111 of the Local Government Act 1972 and all other enabling powers.

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 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 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 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 BID Company's Obligations

- 4.1 The 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 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:
 - 5.1.1 will provide the Standard Services within the BID at its own cost for the duration of the Term,
 - 5.1.2 will not use the 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:
 - (l) adverse weather conditions in the BID;

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

provided always 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 Service 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 consult with the ID 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 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 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 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 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 any 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; and
 - 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 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 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 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**

10.1 Save as set out at Clause 10.2, both the Council and the 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 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 Arrangements.

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

10.3 In the event that the BID Company discloses confidential information to its agents and/or professional advisers, as the case may be, the 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 BID Company by delivery to its Company Secretary at the address of the 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)
or a director and its secretary)

Director

.....
Director/Company Secretary

SCHEDULE 1 – The BID Plan

TO BE UPDATED

LIST OF STREETS IN THE BID

North Mayfair - 13

Grosvenor St
Brook St
Grosvenor Square
Park St
Mount St
Duke St (part)
North Audley St (part)
Upper Brook St
Carlos Pl
North Row
Balderton St
Noel St
Grosvenor Hill
Mount Row
Green St
Bourdon St
Great Castle St
Winsley St
Adams Row
Weighhouse St
Binney St
Gilbert St
Orchard St

North-West Oxford Street - 3

Wigmore St
Cavendish Square
Bryanston St
Portman St
St James St
Stratford Place
Rathbone St
Vere St
Henrietta Street
North Audley St (part)
Duke St (part)

North East Oxford Street - 1

Great Portland St (part)
Margaret St
Berners Street
Davies St
Newman St
Eastcastle St

Hanway St
Wells Street

East Mayfair - 10

Conduit Street
Hanover Square
Maddox Street
Albermarle Street
Burlington Gardens (north)
Clifford Street
Cork Street

SCHEDULE 2 – Standard Services

1. 'Standard Services' means the following services provided by the Council:
 - a. Cleansing Services;
 - b. Highways Services;
 - c. Neighbourhood Problem Solving and Community Engagement;

2. 'Cleansing Services' means the services provided by the Council as set out in Table 1 in this Schedule.

3. 'Highways Services' means the services provided by the Council as set out in Table 2 and Table 3 in this Schedule.

4. 'Neighbourhood Problem Solving and Community Engagement' means the services provided by the Council as set out in Table 4 in this Schedule.

a. CLEANSING SERVICES Table 1: Summary of Cleansing Services

TO BE UPDATED ONCE BID AREA HAS BEEN CONFIRMED

The schedules detailed above are correct as of 2017.

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	7 days, 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)			
Pedestrian crossings	sunken ironwork	20mm level difference			
	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	20mm			
	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			
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 & 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
Traffic Signs-Includes all Illuminated traffic signs, Illuminated Bollards, Belisha Becons				
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 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 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	2 hrs	2 Working days	10 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	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
Public Lighting- Includes all Public Lighting units whether mounted on columns, walls, as floodlighting				
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	2working days
	3 or more consecutive outage on lighting units up to and including 12m mounting height	24 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	24 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 2days	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. 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.

Highways Services comprise highway maintenance services and highway lighting services.

Highway Maintenance Service

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. Urgent enquiries are attended within 2 hours of the enquiry. Non urgent enquiries are inspected by the Road Management team and a job is raised with our Service Provider if required.
2. A Road Management Inspector finds a defect during a programmed inspection (every publicly-maintained highway is inspected six monthly, 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 city council's Highways and Public Realm service. 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 have a lower risk and are likely to worsen in the near future to a Category 1 defect.

Category 2 defects are sub-divided into:

- Priority 3 7/10 days to repair
- Priority 4 28 days to repair
- Priority 5 Repair during the next available programme, or schedule more detailed inspection, or review condition at next inspection.

**subject to budget*

Routine Maintenance

Routine maintenance includes:

- 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
- benches - clean and varnish

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

Routine Maintenance Activities	
Work	Service Level
Road Markings (Highways) - Repaint/Refresh	4-yearly
Road Markings (Highways) - Replacement	12-yearly
Road Markings (Parking)	<u>Yellow Lines</u> Zone E, F, G- refresh every year Zones A, B, C, D, H -once every 3 years <u>Bay Markings</u> Zones E, F, G- refresh every year Zones A, B, C, D, H - once every 3 years <u>Kerb Blips</u> Refresh all 3 x times a year
Cleaning and painting of street furniture- (pedestrian guard rails, barriers, signs, bollards and benches)	Benches -Annual clean and re-paint Other street furniture- 4-yearly clean and re- paint
Maintenance of gates	Annual maintenance.

Routine Maintenance Activities	
Work	Service Level
	Re-painting: every 3 rd year
Flags and flagpoles	Three times a year wash and clean (every four months)
Drainage	<ol style="list-style-type: none"> 1. A minimum annual routine visit to each and every gully or drainage asset 2. An agreed, evaluated and appraised intelligence based targeted maintenance gully programme based upon a risk management approach. Gully cleaning at a higher frequency to 'critical locations' and a lower frequency to other locations based upon priority and risk.

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.

The City Council has 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 programme of works is typically published in April each year.

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 (2 hours).

Category 2 defects are all other defects (2 -10 working days).

Where the fault rests with the Network Operator supply, this can take up to 40 days.

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 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. A list of provisional programmes of works is typically published in April each year.

Highways Inspections

Streets are inspected weekly. These "wall-to-wall" inspections are carried out on foot by dedicated lighting scouts with any defects found logged through live handheld devices.

Table 4

Neighbourhood Problem Solving and Community Engagement

Neighbourhood Problem Solving Co-ordinators (NPSCs)

The NPSCs will work closely with each BID to identify and respond to key priorities in regard to anti- social behaviour, crime and environmental issues within the BID area. They will be a single point of contact for issues which affect BIDs members which may need Police/Council intervention. The NPSCs' Team Manager will meet with the BID members regularly to identify, and problem solve, issues which are causing concern. NPSC Team Managers will also act as the single point of contact for issues requiring a coordinated approach from more than one City Council Department, or a number of partners.

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

City Inspectors (Local) - Residential Service and City Operations

Each ward within the City has a local City Inspector, 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.

City Inspectors – City Operations

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's who are experiencing issues relating to the above can draw on this resource via the Local City Inspector.

Out of Hours, the Westminster City Inspector Response team can act as a point of contact with the City Council, and can assist BIDs members in dealing with issues where enforcement is required.

Schedule 3 - Commitment to Joint Working

The BID Company has a number of joint projects planned for the 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.
- Provide regular reports on performance in respect of the services provided in Schedule 1 of this agreement.

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.