# SAFFRON WALDEN BUSINESS IMPROVEMENT DISTRICT OPERATING AGREEMENT

**UTTLESFORD DISTRICT COUNCIL** 

and

**SAFFRON WALDEN BID COMPANY LIMITED** 

**DATED** 

19/05/2023

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# **Operating Agreement**

Dated 19/05/2023

#### Between

- (1) Uttlesford District Council of Council Offices, London Road, Saffron Walden, Essex CB11 4ER and
- (2) Saffron Walden Business Improvement District Limited [registered as a company limited by guarantee in England with number 11643749 whose registered office is at 10 Market Walk, Saffron Walden, CB10 1JZ.

#### **Recitals**

- A. The Council is the billing authority for the purposes of the Local Government Act 2003 and is responsible for collecting the BID Levy and administering the BID Revenue Account which shall be used towards the operation of the BID within the area of the Council and the funding of the BID Proposal.
- B. The BID Company is responsible for the operation of the BID and for using the BID Levy for the purposes of achieving the objectives and aspirations set out in the BID Proposal.
- C. Both parties wish to confirm the arrangements by which the BID Levy shall be collected together with general arrangements as to the relationship to be established between the Council and the BID Company for the duration of the BID.
- D. The purpose of this Agreement is to:
  - establish the procedure for setting the BID Levy;
  - confirm the basis upon which the Council will be responsible for collecting the BID Levy;
  - set out the enforcement mechanisms available for collection of the BID Levy;
  - set out the procedures for accounting and transference of the BID Levy;
  - provide for the monitoring and review of the collection of the BID Levy; and
  - confirm the manner in which the Council's expenses incurred in collecting the BID Levy shall be paid.

# It is agreed:

#### 1. Definitions

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

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

**the Appeal Notice** means a notice to be served by the BID Company in accordance with clause 10.3.

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

**the Baseline Agreement** means the Baseline Service Statements annexed at Schedule 3.

**the BID** means the Business Improvement District which operates within Saffron Walden town centre (see map attached) and which is managed and operated by the BID Company as set out in the Business Plan.

the BID Business Plan (Schedule 2) means the plan voted for by the BID Levy Payers which sets out the objectives of the BID and identifies the various projects which will be undertaken using funds raised via the BID Levy.

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

- a) the total income and expenditure of the BID Levy;
- b) other income and expenditure of the BID Company not being the BID Levy;
- c) a statement of actual and pending deficits; and
- d) the various initiatives and schemes upon which the BID Levy has been expended by the BID Company

**the BID Levy** means the charge to be levied and collected within the BID Area pursuant to the Regulations

**the BID Company's Termination Notice** means a notice to be served by the BID Company on the Council pursuant to clause 12.7.

**BID Levy Payer(s)** means the non-domestic rate payers responsible for paying the BID Levy

the BID Levy Rules means the rules set out in the Schedule 1 which sets out how the BID Levy will be calculated, details of Exempt or Discounted Properties and other requirements related to the BID Levy (as may be amended by a successful alteration ballot)

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

**the BID Term** means the period of 5 years from 1<sup>st</sup> December 2023 to 30<sup>th</sup> November 2028.

**the Council's Termination Notice** means the notice to be served by the Council on the BID Company pursuant to Clause 12.1.

**the Contributors** means the BID Levy Payers or other Contributors making voluntary contributions to the BID company.

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

**Hereditament** shall have the same meaning as defined in the Regulations.

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

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

**the Enforcement Notice** means a notice to be served on the Council as specified in Clause 9

the Exceptions means the circumstances in which the Council shall not be required to seek to enforce payment of the BID Levy where a BID Levy payer has failed to make payment pursuant to a Demand Notice. the Exempt or Discounted Properties means those class or classes of properties as identified in the BID Levy Rules which shall be exempt either from any requirement to pay the BID Levy or are permitted a discount on the BID Levy

**the Financial Year** means the financial year for the BID Company which runs from December to November.

the First Priority Payment means the administrative charges incurred by the Council in respect of all reasonable costs arising out of compliance with its obligations under this Agreement and the Regulations provided that such costs shall not exceed 3% of the total value of the billed BID Levy in any one Financial Year

Liability Order means an order obtained from the Magistrates Court

**the Monitoring Group** means the group to be set up to monitor the collection and enforcement of the BID Levy (as referred to in Clause 11) such group to consist of 3 Council officers (Economic Development, Finance and Revenues) and 3 representatives from the BID Company. **the Operational Date** means the date upon which the BID Proposal comes into force.

**the Public Meeting** means the meeting to be held of all BID Levy Payers pursuant to the Public Meeting Notice.

**the Public Meeting Notice** means a notice to be served pursuant to Clause 12.1 or 12.9 by either the Council or the BID Company which provides the following:-

- a) confirmation that either party is considering terminating the BID;
- b) details of the venue where the public meeting will be held;
- c) confirmation that all BID Levy Payers who attend will be permitted to make representations

**the Regulations** means the Business Improvement Districts (England) Regulations [2004] and such amendments made by the Secretary of State pursuant to Section 48 of the Local Government Act 2003 (from time to time).

the Reminder Notice means the notice to be served pursuant to Clause 9.1.

## 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, Section1 of the Localism Act 2011 and all other enabling powers.

#### 3. Commencement

1. This Agreement shall take effect on 1st December 2023 and shall continue until it either expires or is terminated in accordance with this agreement.

## 4. Setting the BID Levy

- 4.1.Immediately upon the Ballot Result Date the Council shall:
  - a. calculate the BID Levy due from each BID Levy Payer in accordance with the BID Levy Rules (Schedule 1); and
  - confirm in writing to the BID Company the BID Levy payable annually
     by each BID Levy Payer
  - (iii) enter into the Baseline Agreement (Schedule 3) with the BID Company.

#### 5. The BID Revenue Account

- **5.1.**On commencement of this agreement the Council shall set up the BID Revenue Account and provide written confirmation to the BID Company once this has been carried out.
- **5.2.**On commencement of this agreement the BID Company shall provide the Council with details of its own bank account into which the BID Levy shall be transferred from the BID Revenue Account.

## 6. Debits from the BID Revenue Account

- **6.1.**The Council shall not debit any reasonable administrative expenses directly from the BID Revenue Account.
- 6.2.Upon the expiry of three months from the commencement of the BID Levy year (and throughout the BID Term) the Council shall provide an invoice for it's administration charges. Payment should be made in accordance with the Council's standard terms and conditions with payment being made by the BID Company within 30 days.

- 6.3. Administration charges shall be calculated as 3% of the total of billed BID Levy.
- 6.4. In the event that the BID Company fails to pay the said invoices within the prescribed time period then notwithstanding Clause 6.1 the Council shall be permitted to recover the invoiced costs directly from the BID Revenue Account.

# 7. Collecting the BID Levy

- 7.1.The BID Levy invoice shall be sent under separate cover from the Business Rate Demand Notice at the beginning of the BID Levy year.
- 7.2. Pursuant to clause 7.1 the Council shall serve the Demand Notices on each BID Levy payer and thereafter shall continue to calculate the BID Levy and serve the Demand Notices throughout the BID Term. (Schedule 1)
- 7.3.The Council will provide a list of all hereditaments within the BID area to the BID company at the end of June each year, and the template for the required database which will need to be completed and returned to the Council by end July.
- 7.4. The Council shall maintain a list which identifies payment and/or non-payment of the BID Levy and shall make this available to the BID Company upon its reasonable request.
- 4. The Council shall use all reasonable endeavours to collect the BID Levy on the date specified (pursuant to clause 7.1 above) and thereafter on an annual basis and in accordance with the procedure set out in Schedule 4 of the Regulations.
- 5. The Council shall take all reasonable steps for collecting the BID Levy which are consistent with its usual procedures for the collection of non-domestic rates as set out in 8.1 and 8.2 (Schedule 5).
- 6. Refunds will be payable by the Council to the BID Levy Payer only in the event of the overpayment of the Levy by a BID Levy Payer.
- 7. The amount paid out in respect of refunds by the Council will be deducted from the BID Levy Payers account and the next payment made to the BID Company will be net of these refunds.
- 8. Within 10 working days from the end of the Council's quarterly accounting period or on request the Council shall advise the BID Company of the amount held in the BID Revenue Account.
- 7.9 On receipt of an invoice from the BID Company showing the said figure the Council shall pay the BID Company this figure within 30 working days. The total amount will be transferred to the BID Company's own bank account as specified in Clause 5.2 above and provide written confirmation of the sum transferred.

## 8. Communication with BID Levy Payers regarding Levy collection

- The BID Company and the Council shall agree a template design for all levy collection materials including enforcement materials before the first demand notices are sent. The materials shall meet with the BID regulation requirements.
- 2. The BID Company and the Council shall agree a schedule for the provision of information from the BID Company (BID Company Report) which will be sent out with the invoice to the BID Levy Payers on an annual basis.
- 8.3 The BID Company shall refer all enquiries from BID Levy Payers regarding Demand and Enforcement Notices, and payment terms to the Council.
- 8.4 The Council shall refer all enquiries from the BID Levy Payers regarding the services provided by the BID Company for the BID Levy payment to the BID Company.
- 8.5 The Council shall ensure that the information set out in the BID Regulations, or such other information requirements under the Regulations is included with each Demand Notice. This shall include:
  - a) the revenue received by the BID in the previous year.
  - b) the amount spent on BID arrangements in the previous year.
  - c) a description of the matters on which it was spent, and
  - d) a description of the matters which it is intended to spend the revenue from the BID Levy in the financial year.

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

- **9.1.**In the event that the BID Levy is not paid within 30 days from the date that it becomes payable then (subject to the Exceptions or as may otherwise be agreed between the parties) the Council shall serve a Reminder Notice on such relevant BID Levy Payer which shall:
  - a) identify the sum payable;
  - b) provide a further 14 days for payment to be made;
- 9.2 If full payment has not been made after 14 days the Council shall serve a Summons Notice on such relevant BID Levy Payers which shall:
  - a) identify the sum payable;
  - b) provide a further 14 days for payment to be made;
  - c) confirm that the Council will make an application to Magistrates Court for a Liability Order to recover the unpaid sum together with costs.

- 3. If after a further 14 days from the payment date stated in the Summons Notice the outstanding sum of the BID Levy has not been paid, the Council shall make an application to the Magistrates Court for a Liability Order to recover the outstanding sum of the BID Levy as is permitted by the Regulations and the Non Domestic Rating (Collection & Enforcement) (Local Lists) Regulations 1989 (as amended)
- 4. The timescales in clauses 9.1, 9.2 and 9.3 may be varied by agreement between the Council and the BID Company.

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

- 1. In the event that the Council is not enforcing payment of the BID Levy pursuant to Clause 9 above the BID Company shall serve the Enforcement Notice on the Council requesting that:
  - a) it serve a Reminder Notice; or
  - b) it takes steps to obtain a Liability Order through the Magistrates Court pursuant to Clause 9.2 above.
- Within 14 (fourteen) days of receipt of such Enforcement Notice the Council shall thereafter provide written confirmation of the action taken to recover the unpaid BID Levy.
- 10.3 If after being served an Enforcement Notice the Council fails to take the requested action within the specified time frame then the BID Company shall serve an Appeal Notice to the Chief Executive of the Council. Such notice shall:
  - a) detail the sum which remains unpaid;
  - b) confirm that the Council has failed to use the enforcement mechanisms available to it under this Agreement to recover the sum; and
  - c) request a meeting take place between the Chief Executive, relevant officers of the Council and BID Company to achieve a solution and/or agree a strategy to recover the outstanding sum such meeting to take place in any event no later that 28 (twenty eight) days from service of the Appeal Notice.

4. In the event that the Council fails to take any of the steps requested by the BID Company pursuant to clauses 10.1 and 10.2 (above) the Council shall (within 28 days of receipt of written notice from the BID Company which specifies the amount of BID Levy outstanding) pay the specified sum into the BID Revenue Account and provide written confirmation to the BID Company that this has been done.

## 11. Accounting Procedures and Monitoring

- 1. Within 1 (one) month from the Operational Date the Council and BID Company shall form the Monitoring Group.
- 11.2 Every 3 months (for the duration of BID Term) the Council shall provide the BID Company with a breakdown of:
  - a) the amount of BID Levy for each individual BID Levy Payer;
  - b) the BID Levy collected in relation to each BID Levy Payer;
  - c) details (together with the outstanding unpaid sum) of those BID Levy Payers who have not paid the BID Levy during those 3 months;
  - d) details of the Reminder Notices issued throughout that period; and
  - e) details of any Liability Orders obtained or applied for by the Council;
- 3. Every 3 months (for the BID Term) the BID Company shall provide the Council with the following details:
  - a) the total amount of BID Levy received
  - b) the total amount of income received from the Contributors (excluding the BID Levy)
  - c) the total expenditure during that 3 month period.
- 4. The Monitoring Group shall meet no less than twice in any one Financial Year and on all other occasions further meetings of the Monitoring Group shall be arranged by the service of written notice by either party on the other, such notice to be provided no less than [28 (twenty eight)] days prior to the date of the proposed meeting (or lesser if otherwise agreed or in cases of emergency) and provided further that such meetings can be dispensed with altogether upon the written agreement of both the Council and the BID Company.
- 5. At each meeting the Monitoring Group shall:
  - a) review the effectiveness of the collection and enforcement of the BID Levy, including alternative billing periods and calculations. For the avoidance of doubt nothing in this agreement will prevent the Council and BID Company agreeing alternative billing periods and calculations, providing such billing periods and calculations conform to current BID legislation; and

- b) if required, review and assess the information provided by the Council and the BID Company pursuant to Clauses 11.2 and 11.3 above and make any recommendations for implementation as may be agreed (and which are permitted by the Regulations and the terms of this Agreement).
- 6. Within 1 (one) month after the date of the end of the BID Financial Year the Council shall provide the Annual Report to the BID Company. If the dates of the BID Financial Year match the Council's Financial Year then this report shall be provided within 2 (two) months.
- 7. Within 1 (one) month from the date of receipt of the Annual Report the BID Company shall provide the BID Company Report to the Council.

#### 12. Termination of the BID

- **1.** The Council shall not be permitted to terminate the BID arrangements because:
  - in its opinion there are insufficient finances available to the BID Company to meet its liabilities for the chargeable period for the purposes of the BID Proposal; or
  - (ii) the Council is unable, due to any cause beyond its control to provide the works or services which are secured as part of the BID Proposal

unless and until it first serves the Public Meeting Notice on the BID Levy Payers and the Council's Termination Notice on the BID Company and within 14 (fourteen) days from the date of service of such notice both parties shall arrange to meet where the purpose of such meeting shall be to discuss and/or agree all or any of the following set out in Clause 12.2 or 12.3 (whichever is applicable)

- 2. Where the BID Termination Notice relates to Clause 12.1(i) both parties shall agree and/or discuss or review the following:
  - a) the Council is concerned that the BID Company has insufficient finances to meet its liabilities for that period and details of such concerns should be made available to the BID Company;
  - b) insufficient funds;
  - alternative means by which the insufficiency of the funds can be remedied;
     and
  - d) an appropriate time frame to resolve this issue;
- 3. Where the BID Termination Notice relates to clause 12.1(ii) both parties shall agree and/or discuss or review the following:
  - a) the services or works which it is no longer able to provide together with confirmation and details as to why such works or services cannot be provided;
  - a review by both parties as to whether such works or services are of material importance to the BID so that termination of the BID Proposal is the only option;
  - c) alternative means of procuring the said services or works by third parties or increased financial funding from the BID Company;

- d) alternative replacement services or works which will be acceptable to the BID Company;
- e) an appropriate time frame to resolve this issue
- 4. In the event that the parties cannot reach agreement in relation to the above and subject to consideration of representations made by any BID Levy Payer at the Public Meeting the Council shall be permitted to terminate the BID Proposal provided that notice by the Council to terminate the BID shall be provided to the BID Company no less than 28 days prior to termination taking place
- 5. Upon termination of the BID Proposal the Council shall review whether there is a credit in the BID Revenue Account and in the event that there are sufficient funds in the BID Revenue Account amounting to a refund of at least £5 for each BID Levy Payer (having already deducted a reasonable sum for the administration of such refund) to:
  - a) calculate the amount to be refunded to each BID Levy payer;
  - b) ensure that the amount to be refunded is calculated by reference to the amount payable by each BID Levy Payer for the last chargeable period; and
  - c) make arrangements for the amount calculated to be credited against any outstanding liabilities of each BID Levy Payer or, where there are no such liabilities refunded to the BID Levy Payer.
- 6. Upon termination of the BID the Council shall notify the BID Levy Payers of such termination in accordance with regulation 18(6) of the Regulations together with confirmation as to whether any part of the BID Levy is to be repaid to BID Levy payers in accordance with clause 12.5.
- **7.** The BID Company shall not be permitted to terminate the BID Proposal where:
  - a) the works or services under the BID Proposal are no longer required;
     or
  - b) the BID Company is unable, due to any cause beyond its control to provide works and services which are necessary for the BID to continue

- unless and until it has served the BID Company's Termination Notice on the Council and thereafter carried out a proper consultation with all relevant representatives of the BID Area as considered appropriate by the Council.
- 8. Upon termination of the BID Proposal the BID Company shall notify the Council of such termination in accordance with Regulation 18(5) and the Council shall notify the BID Levy payers pursuant to Regulation 18(6) together with confirmation as to whether any part of the BID Levy is to be repaid to BID Levy payers in accordance with clause 12.5
- 12.9 [21] days prior to the expiry of the BID Term (notwithstanding any reballot and new BID term commencing) the Council shall provide the BID Company with a reconciliation of the BID Revenue Account (for its written Agreement) identifying (if any) all outstanding costs payable to the Council as a consequence of collecting the BID Levy, any outstanding Enforcement Expenses and any BID Levy monies not passed to the Bid Company's account (pursuant to clause 7.7 above.)
- 12.10 Subject to the costs ( pursuant to clause 11.10 above) being agreed and prior to the start of a new BID Term the Council shall deduct the Final Costs from any BID Levy and transfer any remaining BID Levy to the BID Company pursuant to clause 7.7

## 13. Confidentiality

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

#### 14. Notices

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

# **14.2.**A Notice may be served by:

- a) delivery to the Chief Executive at the Council's address specified above; or
- b) delivery to the Company Secretary at the BID Company's address specified above; or
- c) registered or recorded delivery post.
- d) electronic Communication (provided that it is in legible form and is capable of being used for subsequent reference)
- **14.3.** 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.

#### 15. Miscellaneous

- **15.1.**For the avoidance of doubt where any part of this Agreement is incompatible with the Regulations or any other regulations which the Secretary of State may issue pursuant to Part IV of the Local Government Act 2003 then such part shall be struck out and the balance of this Agreement shall remain.
- **15.2.**The headings appearing in this Agreement are for ease of reference only and shall not affect the construction of this Agreement.
- **15.3.**For the avoidance of doubt the provisions of this Agreement (other than those contained in this Clause) shall not have any effect until this document has been dated.
- **15.4.**Where reference is made to a Clause, Part, or Recital such reference (unless the context requires otherwise) is a reference to a clause, part, plan, or recital attached to this Agreement.
- 15.5. References to the Council include any successors to its functions as local authority.
- **15.6.**References to statutes, bye laws, regulations, orders, delegated legislation shall include any such instrument re-enacting or made pursuant to the same power.

## 16. Exercise of the Council's powers

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

#### 17. Contracts (Rights Of Third Parties)

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

#### 18. Arbitration

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

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

- **18.2.**The parties shall jointly appoint the arbitrator not later than 28 (twenty eight) days after service of a request in writing by either party to do so and each party shall bear its own costs.
- **18.3.**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.
- **18.4.** In the event of a reference to arbitration the parties agree to:
  - prosecute any such reference expeditiously and
  - do all things or take all steps reasonably necessary in order to enable the Tribunal to deliver any award (interim, final or otherwise) as soon as reasonably practicable.
- **18.5.**The award shall be in writing signed by the Tribunal and shall be finalised within 21 (twenty one) days from the date of such award.
- **18.6.**The award shall be final and binding both on the parties and on any persons claiming through or under them.

**Signed** by the parties [or their duly authorised representatives]

Signed by	)	
duly authorised for and	)	
on behalf of	)	
Uttlesford District Council	)	
Signed by	)	
duly authorised for and	)	
on behalf of	)	
Saffron Walden Business Improvement	)	
District Limited		

# 1. - The BID Levy Rules

This will set out the manner in which the BID Levy will be calculated – i.e. what was approved as the BID Proposal

1. A business will be subject to the Levy if:

- (a) it falls within the classified Non-Domestic Rating List description as outlined in the Business Plan; and
- (b) that it is subject to Business Rates on the first day of the BID Levy year (1/9 31/8).
- 2. For the purpose of calculating the BID Levy, the rateable value will be that shown in 2023 Valuation List as at 1st September.

The Levy rate to be paid by each property or hereditament is to be calculated at 1.5 % of its rateable value (using the published 2023 or subsequent Non-Domestic Rating List) as at the chargeable day (1st September each year).

- (a) All properties or hereditaments identified in the Business Plan with a rateable value of £5,001 or above will be eligible for payment of the BID Levy.
- (b) Subject to any changes made under Clause 11.5, the Levy will be charged annually in advance for each BID Levy year commencing on 1st September.
- (c) Subject to any changes made under Clause 11.5, the BID Levy is payable in one instalment. The instalment date will be specified on the Demand Notice. The Council may serve a Demand Notice before the commencement of the BID in accordance with paragraph 5(2) of Schedule 4 of the Business Improvement Districts (England) Regulations 2004.
- (d) Owners of untenanted properties or hereditaments, including listed buildings will be liable for payment of the Levy.
- (e) Charitable organisations that are subject to relief on their business rates will pay 100% of the BID Levy.
- (f) Refunds will only be made in accordance with Clause 7.6.
- (g) The Levy is an annual sum and will not be apportioned during the year when a ratepayer vacates or occupies a property.
- (h) If a new property is entered into the ratings list by the Valuation Office Agency mid-year no charge will apply until the following year's Levy become due.
- (i) If a property undergoes a split or merger in the ratings list mid-year the Levy will not be amended to reflect the change until the following year.
- (j) If a property's rateable value is increased or decreased mid-year the Levy will not be amended to reflect the change until the following year.
- (k) There will be no allowance applicable to the BID Levy regardless of those allowances awarded against a ratepayers' non-domestic rates. These include the following:

Mandatory (Charitable, CASC)
Discretionary (Section 4A, Rural, Hardship)
Small Business Rate Relief
Transitional Relief

(I) The Council or its agents will be responsible for collection of the Levy. The cost of collection made by the Council will be 3% of the billed BID Levy in the first year and subsequent years.

#### 2. - Saffron Walden BID Area

Abbey Lane - Nos. 4, 5 and 6

Cates Corner – No. 1

Central Arcade

Church Street - Nos. 1 - 37

**Cross Street** 

East Street - Nos 1 - 3

**Emson Close** 

Fairycroft Road – Nos 1 – 23

George Street

Gold Street – Nos 1 – 28

High Street – Nos. 14 – 77a

Hill Street

King Street

Limetree Court

Market Hill

**Market Place** 

Market Row

Market Street

Market Walk

Mercers Row

Rose and Crown Walk

## 3. The Baseline Service Statements

**Individual Baseline Service Statements** 

In full support of the above commitments, Uttlesford District Council has drawn up Baseline Service Statements relating to specific services they are responsible for. These documents define the benchmarks for the provisions of these services and the fact that any change will not disproportionately impact upon the BID area more than any other area outside the BID within the District Council's administrative boundary. The Baseline Service Statements also cover how the services will be measured.

The Baseline Services include:

- Car Parking
- Environmental Health
- Street Services

Further services provided by Saffron Walden Town Council may be the subject of Baseline Service Statements provided by that authority. Where this is the case, a separate Memorandum of Understanding will be agreed and signed by the Saffron Walden Town Council and Saffron Walden Business Improvement District Limited. These services may include:

Assets including Jubilee Gardens, street furniture, bus shelters and planters

- CCTV
- Christmas
- Grass cutting
- Public conveniences
- Saffron Walden Market
- Tourist Information Centre
- Town Hall