



BROMLEY CIVIC CENTRE, STOCKWELL CLOSE, BROMLEY BRI 3UH

TELEPHONE: 020 8464 3333

CONTACT: Graham Walton
graham.walton@bromley.gov.uk

DIRECT LINE: 020 8461 7743

FAX: 020 8290 0608

DATE: 26 October 2017

To: Members of the
EXECUTIVE

Councillor Colin Smith (Chairman)

Councillors Graham Arthur, Peter Fortune, William Huntington-Thresher, Kate Lymer,
Peter Morgan and Diane Smith

A meeting of the Executive will be held at Bromley Civic Centre on **TUESDAY 7
NOVEMBER 2017 AT 7.00 PM**

MARK BOWEN
Director of Corporate Services

*Copies of the documents referred to below can be obtained from
<http://cds.bromley.gov.uk/>*

A G E N D A

- 1 **APOLOGIES FOR ABSENCE**
- 2 **DECLARATIONS OF INTEREST**
- 3 **QUESTIONS FROM MEMBERS OF THE PUBLIC ATTENDING THE MEETING**
In accordance with the Council's Constitution, questions to the Executive must be received in writing 4 working days before the date of the meeting. Therefore please ensure questions are received by the Democratic Services Team by 5pm on Wednesday 1st November 2017.
- 4 **TO CONFIRM THE MINUTES OF THE MEETINGS HELD ON 13TH SEPTEMBER AND 10TH OCTOBER 2017 AND CONSIDER MATTERS ARISING (Pages 5 - 26)**
- 5 **PROGRESS IN IMPLEMENTING CHILDREN'S SERVICES IMPROVEMENTS - ORAL UPDATE**
- 6 **TACKLING TROUBLED FAMILIES PROJECT - UPDATE ON OUTCOMES AND GRANT DRAWDOWN (Pages 27 - 36)**
- 7 **BROMLEY TOWN CENTRE MARKET REPORT AND IMPROVEMENT UPDATE (Pages 37 - 54)**
Bromley Town Ward

8 BECKENHAM AND PENGE BUSINESS IMPROVEMENT DISTRICT (BID) PROPOSAL FOR 2018-2023 (PART 1) (Pages 55 - 126)

Penge & Cator, Kelsey & Eden Park, Clock House and Copers Cope Wards

9 CONSIDERATION OF ANY OTHER ISSUES REFERRED FROM THE EXECUTIVE AND RESOURCES POLICY DEVELOPMENT AND SCRUTINY COMMITTEE

10 LOCAL GOVERNMENT ACT 1972 AS AMENDED BY THE LOCAL GOVERNMENT (ACCESS TO INFORMATION) (VARIATION) ORDER 2006 AND THE FREEDOM OF INFORMATION ACT 2000

The Chairman to move that the Press and public be excluded during consideration of the items of business listed below as it is likely in view of the nature of the business to be transacted or the nature of the proceedings that if members of the Press and public were present there would be disclosure to them of exempt information.

Items of Business

Schedule 12A Description

11 BECKENHAM AND PENGE BUSINESS IMPROVEMENT DISTRICT (BID) PROPOSAL FOR 2018-23 (PART 2) (Pages 127 - 144)

Penge & Cator, Kelsey & Eden Park, Copers Cope and Clock House Wards

Information relating to the financial or business affairs of any particular person (including the authority holding that information)

12 GATEWAY REPORT: PROCUREMENT STRATEGY FOR ADULTS AND YOUNG PEOPLE'S SUBSTANCE MISUSE SERVICES (Pages 145 - 158)

Information relating to the financial or business affairs of any particular person (including the authority holding that information)

13 AWARD OF CONTRACT FOR PHASE 2 WORKS AT BEACON ACADEMY, ORPINGTON (Pages 159 - 166)

Orpington Ward

Information relating to the financial or business affairs of any particular person (including the authority holding that information)

14 OPPORTUNITY SITE G DEVELOPMENT PROGRAMME (Pages 167 - 200)

Bromley Town Ward

Information relating to the financial or business affairs of any particular person (including the authority holding that information)

15 DISPOSAL OF 72-76 HIGH STREET, BROMLEY (Pages 201 - 206)

Bromley Town Ward

Information relating to the financial or business affairs of any particular person (including the authority holding that information)

.....

EXECUTIVE

Minutes of the meeting held on 13 September 2017 starting at 7.00 pm

Present:

Councillor Stephen Carr (Chairman)
Councillors Graham Arthur, Peter Fortune, Kate Lymer,
Peter Morgan, Colin Smith and Diane Smith

Also Present:

Councillor Nicholas Bennett J.P., Councillor Simon
Fawthrop, Councillor William Huntington-Thresher and
Councillor Angela Wilkins

307 APOLOGIES FOR ABSENCE

All Members of the Executive were present.

Councillor Stephen Carr announced that this would be his last meeting as Leader, and thanked Members of the Executive and officers, past and present, for their support over the years.

308 DECLARATIONS OF INTEREST

Councillor Simon Fawthrop declared an interest as an employee of British Telecom.

309 QUESTIONS FROM MEMBERS OF THE PUBLIC ATTENDING THE MEETING

No questions had been received.

310 MINUTES OF THE MEETINGS HELD ON 19TH JULY AND 9TH AUGUST 2017 AND MATTERS ARISING Report CSD17122

In response to a comment from Councillor Peter Morgan in relation to Children's Services (minute 273) the Leader commented that there were now good channels of communication with staff and partners.

Councillor Kate Lymer enquired about progress with Banbury House (Minute 161) - the Chief Executive offered to check the current position.

RESOLVED that the minutes of the meetings held on 19th July 2017 and 9th August 2017, excluding exempt items, be confirmed.

311 PROGRESS IN IMPLEMENTING CHILDREN'S SERVICES IMPROVEMENTS - VERBAL UPDATE

The Deputy Chief Executive and Executive Director of Education, Care and Health Services gave an update on progress with the improvement of Children's Services. Following the positive outcome of the latest monitoring visit by Ofsted on 8th/9th August, he emphasised three key issues –

- (i) The focus on combatting child sexual exploitation and the improved practice was recognised by Ofsted and the Commissioner.
- (ii) The Minister had written to the Council yesterday confirming that the Council should retain control of the delivery of children's social care.
- (iii) There were still considerable challenges involved in ensuring standards were improved within the financial envelope available.

In response to questions, the Deputy Chief Executive confirmed that the caseload promise was being met in terms of children in care, although the increase in referrals this week as children returned to school would push referral and assessment beyond the terms of the promise. With the help of HR, additional social workers were being recruited with 40 permanent staff due to join and a group of student social workers starting shortly. It was essential to support new and existing social workers, deliver on the caseload promise and sustain good practice in every case.

The Deputy Chief Executive also referred to the work of the Atlas Team in addressing child sexual exploitation. Where shortcomings had been found in this area, the Council had been prepared to inform Ofsted in advance, which was a positive shift in approach. The Atlas Team included four police officers as well as social workers to overcome the potential disconnect between services. It was intended that there would be another open day which would enable Members to meet the team and understand its work.

The Leader thanked the Members, officers and partners involved in securing improvements to the service. The Portfolio Holder for Education, Children and Families placed on record his particular thanks to Jane Bailey, Director of Education, who was leaving the Council shortly.

312 LONDON BUSINESS RATE PILOT
Report FSD17067

The Executive received a report setting out a proposal for the Council to join the London Business Rate pool pilot which provided financial incentives for all London boroughs. For the pilot to proceed, the unanimous agreement of all Boroughs was needed, and confirmation was also required from Government that a London wide scheme could go ahead. London Councils were formally seeking consideration of a pan London proposal with details of the options for consideration included within the report.

The likely additional income for London as a whole was £229m, with Bromley estimated to benefit by between £1.94m and £2.58m, depending on the

distribution method chosen through borough Leaders at London Councils. The proposal could be disbanded after a year if necessary, and Members stated that the Council should be prepared to pull out if the benefits did not materialise.

The Director of Finance informed Members that the proposals were now completely separate from Fairer Funding; it was likely that full devolution of business rates would probably not happen until 2020/21 or even later, with Fairer Funding coming in after that.

The report had been considered by Executive and Resources PDS Committee on 7th September 2017. The Committee had supported the proposals, but suggested a small amendment to the final recommendation which the Executive accepted.

RESOLVED that Council be recommended to:

(1) Support the London Business Rates pilot;

(2) Endorse the Leader agreeing the final arrangements at the Leader's Committee of London Councils to implement a scheme substantially in the form proposed;

(3) Agree that the Leader –

(a) seeks to minimise the collective investment contribution; and

(b) obtains assurances from Government that any additional funding received will not be offset by future corresponding reductions in Government funding.

313 GATEWAY REPORT - SHORT BREAKS FOR DISABLED CHILDREN AND YOUNG PEOPLE
Report ED18016

The Executive considered a report which sought approval to enter into a new contract with Riverside School for the purpose of providing short breaks for disabled children and young people for a period of three years from 1 April 2018, with a further allowance for a two year contract extension after that date on the basis on an exemption from tendering. The current contract with Riverside School was working well, with good feedback from parents, and market testing had shown that there were no other providers capable of matching their quality and value for money.

The Council had a statutory duty to provide short breaks to those assessed as being eligible for such provision and the duty extended to the Council providing an appropriate and relevant range and choice of short break services.

Officers confirmed that the contract value of £191,492 given in paragraph 9.1 of the report was the annual value, not the total value over three or five years.

RESOLVED that approval be given to enter into a contract with Riverside School for the purpose of providing short breaks for disabled children and young people for a period of three years from 1 April 2018, with further allowance for a two year contract extension after that date on the basis of an exemption from tendering.

314 PUBLIC HEALTH COMMISSIONING INTENTIONS 2018/19
Report CS18060

The Executive received a report summarising the Public Health commissioning intentions for 2018/19, and seeking authorisation to continue the existing arrangements for sexual health services covering Genitor-Urinary Medicine for 2018/19.

The Local Authority had participated in a pan-London collaborative commissioning arrangement for the provision of integrated sexual health services in Genitor-Urinary Medicine (GUM) settings. This was supported by an annually agreed Memorandum of Understanding and an Inter-Authority Agreement between all participating London local authorities. A budget of £1.6m per annum was allowed for the provision of services through this collaborative arrangement which had proved to be an effective way to commission sexual health services for Bromley residents and had enabled significant savings to be realised over the past three years with actual spend reducing from £1.64m in 2014/15 to £1.55m in 2016/17.

In addition, a number of new initiatives had been developed including the implementation of the London Integrated Sexual Health Tariff and a forthcoming London-wide online testing service which were expected to generate further efficiencies. It was therefore proposed that the Council's Executive give authorisation to continue these arrangements for 2018/19, with delegated authority provided to the Director of Public Health in consultation with the Portfolio Holder for Care Services for subsequent annual renewal for the following two years.

The report had been scrutinised by the Care Services PDS Committee on 5th September 2017, and the Committee had supported the proposals.

RESOLVED that

(1) The 2018/19 Public Health commissioning intentions summary in Appendix 1 to Report CS1806 be noted;

(2) The Council's current participation in the pan-London collaborative commissioning arrangements for Sexual Health be noted and the continuation of these arrangements for 2018/19 be approved; and

(3) Authority be delegated to the Director of Public Health, in consultation with the Portfolio Holder for Care Services for subsequent annual renewal for a period of two years for 2019/20 and 2020/21.

315 GATEWAY REVIEW - SERVICE LEVEL AGREEMENT WITH BROMLEY GENERAL PRACTICES
Report CS18051

The Executive received a report setting out the findings of a review of the performance of Service Level Agreements with Bromley GP Practices for the delivery of specified Public Health programmes and outlining the 2018/19 commissioning intentions for the NHS Health Check Service and Sexual Health Services.

All registered GP Practices in the Borough had signed up via Individual Service Level Agreements to deliver one or more elements of specific Public Health programmes from 2014 to 2018. 44 out of the 45 registered GP Practices provided the mandated NHS Health Check Service and all registered GP Practices provided Sexual Health Services. Performance by GP Practices varied, however all participating GP Practices had been identified as meeting the required clinical and quality standards specified in the Service Level Agreements and were able to achieve significantly more checks than any previous providers in a community setting.

Due to an overall reduction in the percentage of NHS Health Checks, the need to appoint an alternative provider had been identified and following a pilot project, Bromley GP Alliance had been identified as suitable based on the number of checks undertaken during the pilot project and the provider's unique ability to establish an Information Sharing Agreement with all participating GP Practices to enable access to patient records. It was therefore proposed that an exemption from tendering be granted to support the continuation of NHS Health Checks and Sexual Health Services in primary care by enabling the Director of Public Health to establish a new round of Service Level Agreements with GP Practices for three years from 1st April 2018 to 31st March 2021. It was also proposed that an exemption from tendering be granted to appoint Bromley GP Alliance as an alternative provider of NHS Health Checks through a Service Level Agreement for a period of three years from 1st April 2018 to 31st March 2021.

The report had been scrutinised by the Care Services PDS Committee on 5th September 2017, and the Committee had supported the proposals.

RESOLVED that

(1) The award of Service Level Agreements to GPs for the provision of NHS Health Checks and Sexual Health Services by granting an exemption from tendering as per Sections 3 and 13 of the Council's contract procedure rules for a period of three years from 1st April 2018 to 31st March 2021 be approved; and,

(2) An exemption from tendering be approved under Sections 3 and 13 of the Council's contract procedure rules and a contract be awarded to Bromley GP Alliance as an Alternative Provider of NHS Health Checks for a period of three years from 1st April 2018 to 31st March 2021.

316 BETTER CARE FUNDING UPDATE
Report CS18044

The Executive received a report recommending the reallocation of preventative funds within Better Care Funding for 2017/18.

In September 2016, the Local Authority and Bromley Clinical Commissioning Group (BCCG) agreed to jointly commission a range of primary and secondary intervention services funded through the Better Care Fund. These services were designed to reduce the requirement for unplanned care, prevent or delay the need for long term care packages and to support residents to remain independent for as long as possible. Following consideration by the Council's Executive at its meeting on 19th July 2017, a contract to deliver these services was awarded to Bromley Third Sector Enterprise from 1st October 2017.

This represented a slight delay from the originally anticipated start date of 1st April 2017, leading to an underspend of £825,500. It was therefore proposed to utilise this underspend to offset cost pressures sustained by the Council and BCCG as a result of reduced preventative services in 2017/18. The money would be split 60% to the Council and 40% to the CCG on the basis of the financial make-up of primary and secondary intervention services. Full details were set out in paragraph 3.6 of the report.

The report had been scrutinised by the Care Services PDS Committee on 5th September 2017, and the Committee had supported the proposals.

RESOLVED that

(1) The reallocation of £825,500 of Better Care Fund originally allocated for preventative services be approved to be split between the Local Authority and the Bromley Clinical Commissioning Group on a 60%/40% split;

(2) The reallocated funding be put against overspends and pressures attributable to not having preventative services in place;

(3) It is noted that the preventative services have now been awarded and will commence from 1st October 2017; and,

(4) The agreement of the Joint Integrated Commissioning Executive to this action on 19th July 2017 be noted.

317 HOUSING SUPPLY
Report CS18052

The Executive received a report providing an update on the use of temporary accommodation and housing support to meet current housing need and homelessness pressures across the Borough. The report also set out key actions being undertaken to mitigate the growing pressures on housing supply and requested approval for officers to progress a number of schemes to assist in addressing the current pressures

The Executive noted that in common with all London Boroughs, Bromley had experienced a significant increase in the number of households at risk of homelessness or requiring temporary accommodation in recent years. This was expected to continue to increase as further welfare reforms were introduced and in light of increased duties that would be placed on all local authorities when the Homelessness Reduction Act 2017 came into force in 2018. Detailed guidance on the Act was not expected until early in the New Year, but a significant amount of additional duties was anticipated.

To address this, the Council had undertaken a wide range of work including early intervention measures to prevent homelessness and significantly increasing temporary accommodation stocks within Bromley and the surrounding area. The Council continued to work closely with developers and housing associations to maximise the supply of affordable housing in new development schemes. A number of housing providers and developers were also committed to working with the Local Authority to bring forward property acquisition and refurbishment schemes, for which ten proposed core principles had been developed to assist in the timely progression of schemes before they were reported to Members.

It was confirmed that there were now over 1,500 households in temporary accommodation; Members commented that this figure contained people in a range of circumstances, and requested data broken down into more detailed categories. They also requested comparative data with neighbouring boroughs. This information would be available for the next update in November.

The report had been scrutinised by the Care Services PDS Committee on 5th September 2017, and the Committee had supported the proposals.

RESOLVED that

(1) The updates provided regarding the current homeless pressures and actions being undertaken to address these pressures be noted;

(2) The core principles identified as an option in seeking alternative accommodation provision from providers be agreed; and

(3) Officers proceed in investigating and reporting back on any proposal from a provider that meets the core principles following the necessary due diligence arrangements.

318 ADULT SERVICES BUSINESS CASE FOR MOBILE WORKING
Report CS18063

The Executive received a report outlining proposals to introduce mobile working across the Adult Social Care service and requesting that £200,000 be released from the Council's Technology Fund to provide the additional IT equipment needed to support the implementation of the scheme.

Following concerns identified around the continuing high demand for Adult Social Care services, a mini-pilot scheme was undertaken in the Initial Response Service to identify how an increased level of mobile working could benefit the service, staff and service users. The outcome of the eight week pilot scheme which focused on the Occupational Therapy service demonstrated improved productivity in assessments of 40-50% with a significant uplift in the number of service users assessed each week, both increasing the efficiency of the Occupational Therapy Service and supporting service users to retain their independence. It had been identified that there were 149 posts with assessing responsibility across the Adult Social Care service that might benefit from increased remote working and realise the associated efficiencies, and that a similar move to remote working had recently been rolled-out across Children's Social Care.

The report had been scrutinised by the Care Services PDS Committee on 5th September 2017, and the Committee had supported the proposals.

RESOLVED that the release of £200,000 from the Local Authority's Technology Fund be approved to provide additional IT equipment to support the implementation of mobile working across the Adult Social Care service, as detailed in Report CS18063.

319 DISCHARGE TO ASSESS - SUPPORT

The report was withdrawn.

320 CONSIDERATION OF ANY OTHER ISSUES REFERRED FROM THE EXECUTIVE AND RESOURCES POLICY DEVELOPMENT AND SCRUTINY COMMITTEE

There were no additional items reported from Executive and Resources PDS Committee.

321 COUNCILLOR STEPHEN CARR

The Deputy Leader, Councillor Colin Smith, led Members and officers in paying tribute to Councillor Stephen Carr for the way that he had led the

Council for more than thirteen years, steering the borough successfully through a period of unparalleled austerity in local government.

322 LOCAL GOVERNMENT ACT 1972 AS AMENDED BY THE LOCAL GOVERNMENT (ACCESS TO INFORMATION) (VARIATION) ORDER 2006 AND THE FREEDOM OF INFORMATION ACT 2000

RESOLVED that the Press and public be excluded during consideration of the items of business referred to below as it is likely in view of the nature of the business to be transacted or the nature of the proceedings that if members of the Press and public were present there would be disclosure to them of exempt information.

**The following summary
refers to matters
involving exempt information**

323 EXEMPT MINUTES OF THE MEETING HELD ON 19TH JULY 2017

RESOLVED that the exempt minutes of the meeting held on 19th July be confirmed.

The Meeting ended at 8.05 pm

Chairman

This page is left intentionally blank

EXECUTIVE

Minutes of the meeting held on 10 October 2017 starting at 7.00 pm

Present:

Councillor Colin Smith (Chairman)
Councillors Graham Arthur, Peter Fortune, Kate Lymer,
Peter Morgan and Diane Smith

Also Present:

Councillor Nicholas Bennett J.P. and Councillor Simon
Fawthrop

324 APOLOGIES FOR ABSENCE

Apologies for absence were received from Councillor William Huntington-Thresher.

325 DECLARATIONS OF INTEREST

In relation to Item 5 (Minute 325), Councillor Colin Smith and Councillor Diane Smith declared an interest as they had a close family member who was an employee of St Christopher's Hospice.

326 BETTER CARE FUND - LOCAL PLAN 2017-19

On the 7th September 2017 the Health and Wellbeing Board considered a report requesting that the Board formally sign off Bromley's Local Plan for the Better Care Fund. The Health and Wellbeing Board's authorisation and the Chairman's signature on the plan was a formal requirement by NHS England. The Board resolved "that (subject to final adjustments) the HWB agree the BCF Local Plan, and consent to its submission to NHS England". Following approval from the Health and Wellbeing Board and final adjustments to the plan, the Local Plan had been submitted to NHS England on 11th September 2017, although to date NHS England had not confirmed whether the Local Plan had been approved. For completeness and in line with the Council's local governance the final Local Plan was presented to Executive to note.

In response to a question from the Leader, the Executive Assistant, Chief Executives confirmed that it was a statutory function of the Health and Wellbeing Board to sign off the Local Plan for the Better Care Fund. Prior to sign off the Local Plan had not been scrutinised by any of the Council's Policy Development and Scrutiny (PDS) Committees. The Leader noted that whilst he was broadly supportive of the content of the Local Plan in future he hoped the sign off process would include scrutiny and consider input by the relevant PDS Committee.

The Portfolio Holder for Resources, Councillor Arthur, highlighted that when the Health and Wellbeing Board was established it had been clear that it did not have the authority to commit to expenditure on behalf of the Local Authority. Councillor Arthur expressed concern that the Local Plan had been submitted to NHS England before being considered by the Council's Executive, stressing that any decision requiring expenditure by the Local Authority should be considered by the Executive.

In response Chief Executive confirmed that the points that had been raised would be taken on board for the future. The Director of Corporate Services reminded Members that whilst the governance process could incorporate consideration by PDS Committees and the Executive, a decision could not be imposed on the Health and Wellbeing Board.

In response to a further issue raised by the Portfolio Holder for Resources concerning the need to ensure that the funding was directed to patients who were being supported in the community, the Director of Adult Social Care explained that the purpose of the Local Plan was to enable consideration of new and more appropriate ways to support people in the community and prevent them from spending longer periods of time in acute care.

The Chairman of the Executive and Resources PDS Committee highlighted that it appeared that there were already delays in the process as the timeline included within the report indicated that Bromley should be at a more advanced stage of the submission and assistance process. In response the Executive Assistance highlighted that the timetable within the report was indicative of national timescales and Bromley could not progress any further until its Local Plan had been approved by NHS England.

Councillor Kate Lymer queried whether any rejection of the Local Plan would be on the basis of not enough integration of services. In response the Executive Assistant reported that integration could be an element of the need to review the Local Plan however, there were four conditions attached to approval to spend the Better Care Fund which all had to be met. The Director of Finance highlighted that in recent months the Government had changed its stance in relation to integration. Previously the stance taken by the Government had been full integration by 2020 however, in a recent speech by the Chancellor of the Exchequer reference had been made to *further* integration by 2018.

The Director of Finance also highlighted that the issue of financial risk share would be a key issue requiring detailed consideration as the future integration of health and social care was being reviewed. The further development of Accountable Care Organisations would require detailed scrutiny prior to any decisions being taken. The Leader stressed that in relation to integration, Members would not take any decision before issues surrounding financial liability had been resolved.

RESOLVED: That

- 1. The report to the Health & Wellbeing Board and the Board's decision to approve Bromley's Local Plan for 2017-19 be noted.**
- 2. The Local Plan submission to NHS England on 11th September 2017 be noted.**

327 IMPROVED BETTER CARE FUND
Report CS18065

The Executive considered an update on the Improved Better Care Fund (IBCF). The report summarised the National Conditions for the use of the IBCF and the spending recommendations to be made from the IBCF grant.

The Improved Better Care Fund was a time-limited grant provided to local authorities for investment in adult social care services including meeting current and future adult social care needs, ensuring that the local social care provider market was supported and reducing pressures on the NHS such as through timely discharge from hospital. In the Spring Budget 2017 the London Borough of Bromley was awarded an IBCF Grant of £4.2M in 2017/18, with additional grant funding of £3.4M and £1.7M to be provided in 2018/19 and 2019/20 respectively. A condition of the Improved Better Care Fund allowed this grant to be spent in advance of final NHS England approval of the Bromley Better Care Fund Plan following agreement of any spending plans by health and wellbeing partners. It was proposed that the Council's Executive agree that the IBCF grant for 2017/18 be utilised to stabilise and reduce pressures on the health and social care market, as well as provide opportunities for 'invest to save' projects across adult social care in the short to medium term.

The Director of Corporate Services suggested that Recommendation 2.3 should be amended to read "*Grant delegated authority to the Deputy Chief Executive & Executive Director for Education, Care and Health Services with the agreement of the Portfolio Holder for Care Services (including Public Health) to draw down the value of the IBCF Grant for 2017/18 (£4.184m) and to determine detailed expenditure plans for the IBCF Grant proposals within the framework described in this report.*"

The Portfolio Holder for Care Services advised Members that the proposals within the report were around increasing capacity and invest to save through direct payments. The Portfolio Holder also corrected a typing error in paragraph 4.1.5. of the report. The balance of the 2017/18 IBCF Grant would be £842,000 not £842m as stated in the paragraph.

The Portfolio Holder for Resources, Councillor Graham Arthur, noted that the IBCF was time limited for three years and sought assurances that any recurring costs would be contained within the IBCF. In response the Interim Director of Programmes confirmed that it was anticipated that recurring expenditure would be contained within the IBCF and that expenditure would

be closely monitored. The IBCF would be used to pump prime a number of initiatives for the three years of the fund.

The Chief Executive stressed that the Local Authority was taking advantage of the IBCF while it was available in order to reduce costs and deliver on some of the Council's priorities. There would need to be ongoing discussions with colleagues in the Health Sector in relation to plans for services beyond the current three years of the IBCF.

The Leader stressed his hope and expectation that performance around the delivery of Direct Payments would significantly improve as a result of the funding that was being allocated.

The Chairman of the Executive and Resources PDS Committee expressed concern surrounding the value for money being delivered by the post of IBCF Project Manager and IBCF/BCF Programme Manager. The Leader suggested that it may be helpful for a briefing note to be provided to the Chairman of the Executive and Resources PDS Committee outlining the post and the functions it performed.

The Executive noted that the report had been scrutinised by the Care Services PDS Committee on 9th October 2017, and the recommendations made by that Committee were approved, subject to the amendment outlined above.

RESOLVED: That

- 1. The value of this IBCF grant in paragraph 3.3 of the report and the conditions relating to the IBCF grant as identified in para 3.2 of report CS18065 be noted;**
- 2. The principles of the areas identified for investment in adult social care as set out in section 4 of report CS18065 be approved;**
- 3. Authority be delegated to the Deputy Chief Executive & Executive Director for Education, Care and Health Services with the agreement of the Portfolio Holder for Care Services (including Public Health) to draw down the value of the IBCF Grant for 2017/18 (£4.184m) and to determine detailed expenditure plans for the IBCF Grant proposals within the framework described within report CS18065 ; and,**
- 4. Subject to the agreement above, the recurring costs of £1.7m in 2018/19 and £1.6m in 2019/20 identified in paragraph 8.2 of report CS18065 be agreed.**

328 INTEGRATED CARE NETWORKS UPDATE
Report CS18067

The Executive considered an update on the Integrated Care Networks (ICNs) which summarised the function and the impact of the ICNs on Adult Social Care and made recommendations relating to the Council's future involvement in the ICNs.

In October 2016, three Integrated Care Networks were established across Bromley with the aim of providing a Multi-Disciplinary Team (MDT) approach to ensure the most appropriate care and support was available to Bromley residents with complex care needs. Over 550 referrals had been made to the Integrated Care Networks during the first nine months of operation up to the end of June 2017, with an average service user age of 82 years. The Integrated Care Network Alliance Agreement initially consisted of six signatories to a Memorandum of Understanding that set out the objectives of the Integrated Care Networks, expected deliverables and the operational framework for the partners to work together. The six signatories comprised Bromley Healthcare, Oxleas NHS Foundation Trust, King's College Hospitals NHS Foundation Trust, Bromley GP Alliance, St Christopher's Hospice and Bromley Third Sector Enterprise. The Local Authority had not signed up to the Memorandum of Understanding at that time, but participated in Multi-Disciplinary Team discussions where there was a service user who received or might require social care support. It was proposed that the Local Authority formally sign and join the Integrated Care Networks Alliance Agreement and that a number of drawdown requests be agreed to meet the costs of additional care packages and resource the Local Authority's involvement in the Integrated Care Networks.

The Head of Programme Design (Commissioning) reported that due to limitations on data sharing the Local Authority did not have the NHS numbers of 42% of service users referred to the Integrated Care Networks as at end of June 2017 which had limited its ability to track service users. A detailed data sharing agreement and robust data collection measures were in now in place and NHS numbers were registered for 90% of service users being referred to the Integrated Care Network.

In considering the report, Members were broadly supportive of the proposals. In wishing officers success for the proposal, the Leader requested that in October 2018 Members be provided with an update setting out the benefits achieved from the Integrated Care Network.

Members noted that the report had been scrutinised by the Care Services PDS Committee on 9th October 2017.

RESOLVED: That

- 1. The Council formerly signing and joining the Integrated Care Network (ICNs) Alliance Agreement as set out in para 4.8;**

2. **The drawdown from the Improved Better Care Fund (IBCF) of £365,000 in year, increasing to £629,000 in a full year, for the next 3 years, as a result of additional care packages costs as set out in para. 6.1-6.7 of Report CS18067 be agreed; and,**
3. **The drawdown of £150,000 per annum from the IBCF, for 3 years, of IBCF funding for resourcing the Council's involvement in the ICNs be agreed.**

329 DISCHARGE TO ASSESS (D2A) PILOT
Report CS18068

The Executive considered a report which sought to obtain approval for a pilot to implement the Discharge to Assess model in Bromley Adult Social Care, utilising £818,000 of the Better Care Fund.

Successfully tested by a number of recent national pilot schemes, the Discharge to Assess model supported people to leave hospital as soon as they were medically ready to be assessed for their long term care and support needs. The assessment process took place outside of hospitals in a more familiar, community-based setting, and was focused on enabling people to return home wherever possible and reducing the amount of time people remained in a hospital bed unnecessarily which could lead to a decline in their levels of functioning, independence and wellbeing as well as having a significant cost implication. It was proposed that a Discharge to Assess pilot scheme be implemented in Bromley to provide a temporary, community-based joint team of health and social care officers to support prompt hospital discharge and deliver a multidisciplinary enablement and assessment function alongside the existing hospital-based Care Management Team, with a view to establishing a permanent local Discharge to Assess model should the pilot scheme be successful. The proposed pilot scheme would test three pathways comprising returning home, an interim placement at a 'step-down' facility and a long-term nursing home placement depending on people's care and support needs.

In response to a question from the Leader, the Head of Discharge Commissioning confirmed that the current infrastructure would remain in place and the multi-disciplinary team would still exist enabling gatekeeping to be as rigid as possible.

The Portfolio Holder for Care Services stated that that this was an exciting pilot which would provide greater choice for residents.

In considering how the scheme would operate in terms of staffing, the Head of Discharge Commissioning reported that the plan was to establish the community-based joint team whilst working to transform existing hospital-based discharge and assessment processes. Hospital staff would continue to be closely involved in discharging patients and service users would be supported to understand the potential costs of their longer term support needs at the point of discharge from hospital. Existing staff had expressed a high

level of interest in the Discharge to Assess pilot and no issues with recruitment were envisaged.

In response to a question from the Chairman of the Executive and Resources PDS Committee, the Head of Discharge Commissioning reported that the community-based joint team was a new team which would be pump-primed. There had been a lot of interest from staff who were keen to be involved in the pilot and it was envisaged that the pilot would start relatively soon after the decision was taken as the model had already been developed. Professionals were being sourced from across the health and social care partnership to ensure that no one service was disproportionately affected by staff secondment. Funding from within existing resources would be used to backfill any staff that were seconded into the Discharge to Assess pilot.

Members noted that the report had been scrutinised by the Care Services PDS Committee on 9th October 2017.

RESOLVED: That

- 1. The drawdown of £818,000 from the Better Care Fund (BCF) to support the implementation of a Discharge to Assess pilot in adult social care be agreed.**
- 2. That it be noted that an evaluation of the Discharge to Access pilot will be reported back to Members in May 2018.**

330 LOCAL DEVELOPMENT SCHEME 2017-19
Report DRR17/048

The Executive considered a report seeking Members' agreement to the amended Local Development Scheme (LDS) for 2017-19 (forming Appendix 1 of the report) setting out the revised timescale for the preparation of the Local Plan for the Borough. The current legislative requirements for the LDS were to only include the development plan documents (DPD) which were subject to independent examination. For Bromley this included the Borough-wide Local Plan, submitted in August to the Secretary of State for examination and the Bromley Town Centre Area Action Plan to be reviewed following the Local Plan adoption by the Council. The LDS also showed an indicative timescale for the preparation of a local Community Infrastructure Levy and a new Planning Obligations Supplementary Planning Document (SPD).

The Portfolio Holder for Renewal and Recreation highlighted that an amendment to the timetable was required as a result of the volume of consultation responses that had been received.

In response to a question from the Portfolio Holder for Resources concerning whether it was possible to vary the level of the Community Infrastructure Levy (CIL) across the Borough, the Portfolio Holder for Renewal and Recreation confirmed that the level of the CIL could be varied and that the Council's Local

Executive
10 October 2017

Development Framework Advisory Panel had been reviewing this and making recommendations surrounding the types of development that should be encouraged across the Borough. The Head of Planning Strategy and Projects highlighted that there were disadvantages to varying the level of the CIL across the Borough and careful consideration had to be given to the viability of development.

RESOLVED: that the Local Development Scheme for 2017-2019 as set out in Appendix 1 of report DRR17/048 as the formal management document be agreed for the production of the Bromley Local Plan.

The Meeting ended at 8.03 pm.

Chairman

Decision Maker: EXECUTIVE

Date: 7th November 2017

Decision Type: Non-Urgent Executive Non-Key

Title: MATTERS ARISING FROM PREVIOUS MEETINGS

Contact Officer: Graham Walton, Democratic Services Manager
Tel: 0208 461 7743 E-mail: graham.walton@bromley.gov.uk

Chief Officer: Mark Bowen, Director of Corporate Services

Ward: N/A

1. Reason for report

1.1 **Appendix A** updates Members on matters arising from previous meetings.

2. **RECOMMENDATION**

2.1 **The Executive is invited to consider progress on matters arising from previous meetings.**

Non-Applicable Sections:	Impact on Vulnerable Adults and Children/Policy/Financial/Personnel/Legal/Procurement
Background Documents: (Access via Contact Officer)	Minutes of previous Executive meetings

Impact on Vulnerable Adults and Children

1. Summary of Impact: Not applicable
-

Corporate Policy

1. Policy Status: Existing Policy: The Executive receives an update on matters arising from previous meetings at each meeting.
 2. BBB Priority: Excellent Council:
-

Financial

1. Cost of proposal: No Cost:
 2. Ongoing costs: Not Applicable:
 3. Budget head/performance centre: Democratic Services
 4. Total current budget for this head: £343,810
 5. Source of funding: 2017/18 Revenue Budget
-

Personnel

1. Number of staff (current and additional): 8 posts (6.87fte)
 2. If from existing staff resources, number of staff hours: Monitoring the Executive's matters arising takes at most a few hours per meeting.
-

Legal

1. Legal Requirement: None:
 2. Call-in: Not Applicable:
-

Procurement

1. Summary of Procurement Implications: Not Applicable
-

Customer Impact

1. Estimated number of users/beneficiaries (current and projected): This report is intended primarily for the benefit of Executive Members
-

Ward Councillor Views

1. Have Ward Councillors been asked for comments? Not Applicable
2. Summary of Ward Councillors comments: Not Applicable

Appendix A

<u>Minute Number/Title</u>	<u>Executive Decision/Request</u>	<u>Update</u>	<u>Action by</u>	<u>Completion Date</u>
11th January 2017				
161 Disposal of Banbury House, Chislehurst	Report deferred for consideration of use of the property for temporary accommodation for homeless people.	An options appraisal and feasibility study has been carried out and a business case is being prepared. A report is being prepared for the meeting on 7 th December.	Director of Housing/Head of Strategic Property	December 2017
22nd March 2017				
201 Operational Building Maintenance Budgets and Planned Programme 2017/18	Members requested a report on the position with regard to the sale of former public toilet buildings.	This issue will be included in a report on Asset Management being prepared for the 7 th December meeting	Head of Strategic Property	December 2017
19th July 2017				
274 Budget Monitoring 2017/18	Members requested that risks be included in budget monitoring reports.	The next budget monitoring report will incorporate commentary on risk areas within the Directors' comments for their service areas.	Director of Finance	To be incorporated in next budget monitoring report to Executive in December.
13th September 2017				
317 Housing Supply	Members requested more detailed information, including comparative data with neighbouring boroughs in the next report	Improved information to be incorporated into the next report.	Director of Housing	December 2017
10th October 2017				
327 Improved Better Care Fund	The Leader asked for a briefing note to be sent to the Chairman of the E&R PDS Committee on the post of IBCF Project Manager and IBCF/BCF Programme Manager.	Briefing note sent.	Director of Adult Services	October 2017

This page is left intentionally blank

Report No.
ED18031

London Borough of Bromley

PART ONE - PUBLIC

Decision Maker: EXECUTIVE

Date: 7 November 2017

Decision Type: Non-Urgent Executive Non-Key

Title: UPDATE ON TACKLING TROUBLED FAMILIES PROJECT –
UPDATE ON OUTCOMES AND GRANT DRAWDOWN

Contact Officer: Janet Bailey, Director Safeguarding and Children's Social Care (ECHS)
Tel: 020 8313 4062 E-mail: janet.bailey@bromley.gov.uk
Rachel Dunley, Head of Early Interventions and Family Support
Tel: 020 8461 7261 E-mail: rachel.dunley@bromley.gov.uk

Chief Officer: Director: Safeguarding and Children's Social Care (ECHS)

Ward: (All Wards)

1. Reason for report

This report sets out expenditure on the Tackling Troubled Families Programme being delivered in Bromley and requests agreement to drawdown grant funding from central contingency.

2. RECOMMENDATION(S)

2.1 The Executive are asked to approve the drawdown from contingency a sum of £796k for Tackling Troubled Families for 2017/18.

Corporate Policy

1. Policy Status: Not Applicable
 2. BBB Priority: Children and Young People
-

Financial

1. Cost of proposal: £796k
 2. Ongoing costs: to be determined
 3. Budget head/performance centre: Not Applicable
 4. Total current budget for this head: Not Applicable
 5. Source of funding: Funding over 5 years from the Department of Communities and Local Government (DCLG) on a part-payment by results basis
-

Staff

1. Number of staff (current and additional): 18 FTE
 2. If from existing staff resources, number of staff hours: Contribution for the hours spent by the Assistant Director for Children's Safeguarding & Social Care, the Head of Service for Early Interventions and Family Support, the Senior Family Support and Parenting Practitioner team within the Bromley Children Project and the Bromley Children Project Intelligence and Operations Lead
-

Legal

1. Legal Requirement: None
 2. Call-in: Not Applicable
-

Customer Impact

1. Estimated number of users/beneficiaries (current and projected): 1949 families across 5 years (made up of 1700 for Phase 2 plus 249 early adopter families)
-

Ward Councillor Views

1. Have Ward Councillors been asked for comments? Not Applicable
2. Summary of Ward Councillors comments: Not Applicable

3. COMMENTARY

3.1 Tackling Troubled Families Programme

3.1.1 The reports to CYP PDS (latterly ECHS Care PDS) in March 2012, June 2012, October 2013, May 2014, November 2015 and November 2016 described the Government programme “Tackling Troubled Families” (TTF) and how this would be implemented in Bromley. The most recent paper in November 2016 provided a detailed update explaining the changes and the new model for Phase 2 of the national TTF Programme.

3.1.2 The TTF Programme in Bromley is currently in Phase 2 of the national programme; 2017/18 is Year 3 of the 5 year Phase 2 programme.

3.1.3 TTF Phase 2 remains a payment by results (PbR) initiative. The national criteria was expanded under Phase 2; the focus is now more holistic and has been broadened to allow for earlier intervention. To be eligible for the expanded programme, each family must have at least **two** of the six problems listed below:

- Parents or children involved in crime or antisocial behaviour
- Children who have not been attending school regularly
- Children who need help
- Adults out of work or at risk of financial exclusion
- Families affected by domestic violence and abuse
- Parents and children with a range of health problems

3.1.4 The Department for Communities and Local Government (DCLG) have increased the data collection requirements for TTF in order to evidence the new criteria. There is a requirement to submit to DCLG data for the National Impact Study, the Family Progress Data, the national Cost Savings Calculator, and Qualitative in-depth interviews with staff and Qualitative in-depth interviews with families. This is alongside the ongoing audit requirements both locally and nationally. In recognition of this DCLG have increased the central coordination element of the grant funding so that this additional information is provided.

3.1.5 DCLG has changed the framework for rewards. In order to achieve PbR outcomes it is now a requirement to evidence that there has been a *holistic family assessment*, there is an allocated *lead professional*, the family are working towards change through an agreed *plan with SMART goals*, and that the family has achieved ‘*significant and sustained improvement compared with all their problems at the point of engagement*’. Bromley has developed a comprehensive Outcomes Plan to support this.

3.2 The Bromley Approach to Tackling Troubled Families

3.2.1 The Tackling Troubled Families programme remains coordinated through the Bromley Children Project within Early Intervention and Family Support Services (EIFS) sitting under the Care Division of Education Care and Health Services Directorate. The intervention and support is delivered through a number of work streams, primarily within EIFS but also key partners. These key partners are cross cutting across council departments and agencies which requires an integrated approach to working with partners; some examples of these include the Anti-social Behaviour Unit, Youth Offending Service, education support to children not attending school through the Education Welfare Service and services that support families not in work.

3.2.2 Two staff continue to be seconded from Job Centre Plus into the Bromley Children Project on a part-time basis to support the efforts to decrease the number of adults out of work in a more targeted and structured way.

- 3.2.3** Bromley’s model was developed to ensure a multi-agency approach to supporting families with multi-faceted problems, to build on systems and structures already in place and further develop innovative interventions with troubled families with the ability to respond to changing need without creating additional management structures.
- 3.2.4** Information recorded against families is used as evidence of change, including the requirement for change to be deemed ‘significant and sustained’. This evidence is robustly audited by Internal Audit who are required to sign off all claims for PbR as well as the effectiveness of our processes, in order to satisfy the DCLG terms for PbR payment to be made. To date Internal Audit have completed three Audits in Phase 2, all showing ‘substantial assurance’, the most recent in March 2017.
- 3.2.5** The Outcome Plan was revised during 2016/17 to reflect changes to the national and local drive to identify and support families where there is risk of child sexual exploitation, children missing from home, children missing education, children and or adults involvement in gangs and related activity, the risk of radicalisation, female genital mutilation, and the risk of trafficking. This is enabling early intervention to feed into the Single Central List collated by the ATLAS Team of all children at risk as soon as those risks become apparent.

3.3 Tackling Troubled Families Programme Funding from Department Communities and Local Government

- 3.3.1** During Phase 1 of the TTF programme, Bromley achieved maximum attachment and maximum payment by results (PbR) reward payments. The service ran an effective and lean model which resulted in £1,007,252 remaining in Central Contingency at the end of Phase 1 (three year programme).

SUMMARY OF PHASE 1 FINANCIALS	£
Coordination income	220,000
Attachment income	1,133,600
PbR income	528,200
Expenditure	-874,548
Balance un-spent and held in Central Contingency at the end of Phase 1	1,007,252

- 3.3.2** The financial model for Phase 2 is operating at a reduced income level per family. During Phase 1 the maximum possible income including PbR equated to £4,000 per family. For Phase 2, this has reduced to a maximum, including PbR, of £1,800 per family.
- 3.3.3** The guaranteed programme funding model for this remains directly related to the proportion of families that are to be ‘attached’ during each year of the current phase at £1,000 per family. The PbR top-up available is capped at £800 per family.
- 3.3.4** In Phase 2, Bromley’s target number of families was 1,660, but this was revised by the DCLG in September 2016, and is now confirmed as 1,700. The attachment of families is spread across five years. In addition to the 1,700, as an Early Adopter, Bromley were required to attach a further 249 families during the early adopter period (Sept 2014-March 2015). This is a total of 1,949 families for Phase two.
- 3.3.5** In Phase 2, Year 1 we committed to attaching 249 families during the Early Adopter period, a further 282 families in Year 1 and a further 388 families in Year 2; all of these targets were achieved. In Phase 2 Year 3 we were allocated a target of 397 families to

attach by the DCLG. To date we have attached 193 families and are on schedule to achieve the target for Year 3 of Phase 2.

3.3.6 Bromley will continue to receive programme funding allocation for each year of Phase 2 which includes the contribution to cover:

- service transformation and the coordination of the programme,
- the % agreed upfront “attachment fee”

3.3.7 Bromley will continue to work towards claiming PbR for families turned around throughout Phase 2 of the TTF programme.

3.4 Staffing

3.4.1 The TTF staff team is made up of the Coordinator, Data Analyst, two Administrators and fourteen Family Support and Parenting Practitioners who are located within and managed by the Bromley Children Project. Additional support, not funded by the TTF programme funding, is provided by the Head of Service for Early Interventions and Family Support, the Intelligence and Operations Team, and seven other key Family Support and Parenting Practitioners within that team.

3.4.2 As Phase 2 progresses consideration will be given to reviewing caseloads and staffing. During Phase 2, where staff leave the service, recruitment will not be automatic. Each position will be reviewed to see whether it is necessary to recruit at that time or if the service can continue to achieve the required outcomes to attract PbR with fewer staff. Using natural wastage will help to ensure that the staffing budget is effectively managed and reduce the pressure on the budget towards the end of Phase 2.

3.4.3 Previously up to and including 2016/17 the Service held a vacancy in order to increase the contribution made to the cost of the Barnardo’s Children at Risk of Sexual Exploitation (CSE) however the high number of referrals to the service resulted in permission to recruit to the vacancy. This cost has not been fully impacted following a member of staff taking maternity leave and not being covered, creating a small cushion this year.

3.5 Progress

3.5.1 The Governance Board continues to be chaired by the Director for Children’s Safeguarding and Social Care, and has representation from key partners both internal and external to the local authority such as Public Health, Community Safety and Probation Services. Due to the creation of the wider Children’s Services Improvement Governance Board which has membership that includes all key partners from the TTF Governance Board, the TTF Governance Board meetings have been temporarily suspended.

3.5.2 The identification and attachment of families to the TTF Programme continues. To date Bromley remains on schedule to achieve the target imposed by the DCLG.

Year	DCLG Target	Achieved	% of Target for Year
2014/15 ('Early Adopter' period)	249	249	100%
2015/16	282	282	100%
2016/17	388	388	100%
2017/18	397	193 to date	48%

3.5.3 The target of 397 for 2017/18 is achievable, we are at month 6 of 12 and already have attached 193 families. The forecast is to achieve the target by March 2018.

3.5.4 Phase 2 of the TTF Programme is different to Phase 1. It is easier to attach a family but more difficult to evidence 'turn around' in light of the 'significant and sustained' change requirements and the extension of the 'in education' element of the programme to all school aged children in the household. Despite this, Bromley has already evidenced 'turn around' for 274 families and this has been audited and verified by Internal Audit achieving a grading of 'substantial assurance'.

3.5.5 The breakdown of 274 families to date during Phase 2 of the TTF programme is as follows:

Year 1 of Phase 2 ...	84 families
Year 2 of Phase 2 ...	150 families
Year 3 of Phase 2 (to date)....	40 families

For Year 3, the claim is 40 families however there at present a further 42 due to be claimed for in the Year 3 October claim window.

3.5.6 In addition to the families already claimed against in Phase 2, a further group are being monitored under the 'sustained' change element of Phase 2 and have the potential to become claims. Conversely, those families also have the potential to require additional support if the change is not sustained in which event they would not attract 'attachment fees' as they were previously supported, but would be still be supported and challenged to make the changes required for their family to flourish.

3.5.7 As at 16 October 2017, there were 321 families with over 675 children open to the TTF Bromley Children Project team, supported by 21 Family Support and Parenting Practitioners (21 FTE includes two long term sick, and one currently on maternity leave). This team also deliver all of Bromley's evidence based parenting programmes out of the Children and Family Centres supporting colleagues in statutory social care where they believe a parent on a CIN or CP plan requires a parenting intervention, and colleagues at the Phoenix Centre who require all children waiting for a diagnosis of ADHD to have attended the 'New Forest Parenting Programme' run by the Bromley Children Project before offering a full service.

3.5.8 Since the TTF programme began in April 2012, the BCP have supported 2,351 families whom produced 3,124 cases for the team. The data in the table (below) shows the total number of families who have been supported by the Bromley Children Project under Tackling Troubled Families and of that cohort, the number who have represented for support by the number of representations (cycles of support). This information was presented to the Education Select Committee in January 2017 and has been update to show the current position.

		01/04/2012 (TTF) onwards		Number of case cycles				
		Families	Cases	1	2	3	4	5+
Jan-17	1,871	2,557	1,338	404	106	22	1	
			71.5%	21.6%	5.7%	1.2%	0.1%	
Oct-17	2,351	3,124	1,757	447	120	24	3	
			74.7%	19.0%	5.1%	1.0%	0.1%	

3.5.9 The table above shows that 74.7% of all families supported only required one cycle of support, and multiple cycles of support decrease dramatically after two cycles, which is better than the predicted three cycle target. The figure highlights how effective the intervention from the BCP has been since the start of the TTF programme. The data shows over time that our effectiveness is improving, as in January 2017 the number of families supported requiring only one cycle of support was at 71.5%.

3.5.10A A reduction in Early Intervention support will have an impact on colleagues in statutory social care, and other key services across Bromley's children's workforce.

3.6 Commissioning

3.6.1 The TTF budget contributes to the cost of the Children at Risk of Sexual Exploitation (CSE) project through Barnardo's. The contribution of £19,600 per year is built into the TTF budget for the duration of the five year TTF programme.

3.7 Audit

3.7.1 Internal Audit have been integrated into the TTF programme in Bromley from the outset and continues in Phase 2 to fulfil the required critical friend and challenge role.

3.7.2 Colleagues in Internal Audit have confirmed that they believe Bromley's TTF Phase 2 Outcome Plan and Claims Approach Documentation is robust and clear, and will enable them to effectively complete their audits for PbR claims under this second phase.

3.7.3 Internal Audit have completed three audits of the Bromley Children Project's management of the TTF Programme and the appropriateness of the 'claims' and all are graded as 'substantial assurance'.

3.7.4 The change to the Phase 2 programme means that the attachment funding is most likely to be achieved earlier in the five year programme and PbR payments which require tracking for up to 12 months will be weighed towards the end of the five year programme.

4. POLICY IMPLICATIONS

4.1 The development of the Tackling Troubled Families programme continues to contribute to many of the Building a Better Bromley priorities.

5. FINANCIAL IMPLICATIONS

5.1 The Tackling Troubled Families programme Funding is paid to Bromley under Section 31 funding, so the grant itself is not ringfenced. However there are stringent funding conditions laid out in the Financial Framework and the DCLG undertake 'spot checks' of local authorities to ensure that they are being achieved.

5.2 There are three key streams to the Programme Funding; Coordination / Service Transformation, Attachment, and Payment by Results.

5.3 Attachment Programming Funding is paid in advance, and is subject to the LA demonstrating that the families are being attached and worked with; a holistic assessment is completed, a robust Action Plan is in place and there is a 'key worker' model – see paragraph 3.1.5

- 5.4** Failure to evidence the Attachment criteria has resulted in some LAs having their Attachment Programme Funding withheld for subsequent years until if/when they have demonstrated to DCLG that they have a robust recovery plan in place and have met the Attachment criteria for that year.
- 5.5** Coordination and Service Transformation Programme Funding is paid in advance, and is subject to the LA demonstrating that they have bought the necessary data capacity to engage fully in the National Evaluation Programme, produce the necessary data as evidence of both Service Transformation and Payment by Results claims, and are driving forward service transformation to ensure sustainability of early intervention preventative work – see paragraph 3.1.4
- 5.6** Failure to evidence the Coordination and Service Transformation Programme Funding criteria has resulted in some LAs having this element of the Programme Funding withheld for subsequent years. The DCLG visit the LA and meet with the Chief Executive, Leader of the Council and the Executive Director for Education Care and Health to explore their concerns and would require a robust recovery plan to be evidenced and in place in order for this funding to be reinstated.
- 5.7** Payment by Results Programme funding is subject to evidencing sustained and significant change and subject to interrogation by both DCLG and by Internal Audit. In LAs where the DCLG spot checks have highlighted inappropriate claims, the PbR payments have been clawed-back.
- 5.8** The DCLG robustly track the Programme Funding against the programme requirements for each LA; they report on this to the Minister and will actively clawback funding paid if they deem the evidence to be insufficient to show sustained and significant change, and they will withhold further funding where a LA is unable to evidence attachment, and coordination/ service transformation, criteria is not achieved.
- 5.9** Any LA unable to demonstrate that they have a clear ambition for early intervention work linked to the programme requirements will be unable to move to the new, and soon to be introduced, earned autonomy model. The earned autonomy model is where all programme funding is paid in advance, and only clawed back/ withheld if ‘DCLG spot checks’ or the LA’s Internal Audit identify problems showing insufficient evidence of achieving the programme’s wider requirements as explained above.
- 5.10** The costs associated with the Tackling Troubled Families drawdown for 2017/18 are as follows:-

<u>Expenditure for 2017/18</u>	<u>2017/18</u>
	<u>£000</u>
Employees - salaries	741
Training	7
Transport	7
Commissioning	20
Running costs	21
	796

5.11 Future estimated grant income and expenditure for 2017/18 to 2019/20, assuming the programme continues and families are attached, is detailed below:-

TTF Funding and Expenditure			
	2017/18	2018/19	2019/20
	£'000	£'000	£'000
Available funding brought forward	-595	-461	-503
Coordination/Service transformation funding	-200	-200	-150
Attachment income	-397	-548	-85
Payment by results (estimated)	-65	-97	-83
Estimated expenditure	796	803	814
Contingency			7
Carried forward balance	-461	-503	0

It is currently estimated that there will be a small contingency sum left at the end of 2019/20. This will be reviewed each year when expenditure and income levels are revised.

5.12 The TTF programme phase is due to cease in 2019/20. DCLG are predicting that the TTF will continue post 2020/21, but it is unclear at present as to the plans in place.

5.13 In order to cover the operational costs for the TTF service for 2017/18 including the sum of £19,600 as the contribution towards the Barnardo's CSE contract, it is requested that a total sum of £796k be drawn down from Central Contingency.

5.14 If the service ceases or funding from Government ends or is used for other purposes, there is the potential for redundancy costs to be incurred. There are currently 18 FTEs employed in the service that will be entitled to a redundancy payment.

Non-Applicable Sections:	Policy Implications Personnel Implications
Background Documents: (Access via Contact Officer)	<ul style="list-style-type: none"> • CYP PDS 20 March 2012. Department for Communities and Local Government Initiative – Tackling Troubled Families • CYP PDS 12 June 2012. Review of the Tackling Troubled Families Initiative for Bromley. • CYP PDS October 2013. Update on Tackling Troubled Families Initiative for Bromley • CYP PDS May 2014. Update on Tackling Troubled Families Initiative for Bromley • CYP PDS November 2015. Update on Tackling Troubled Families Initiative for Bromley

This page is left intentionally blank

Report No.
DRR17/058

London Borough of Bromley

PART ONE - PUBLIC

Decision Maker: EXECUTIVE
7 November 2017

Date: For Pre-Decision Scrutiny by the Renewal and Recreation Policy Development and Scrutiny Committee on 1 November 2017

Decision Type: Non-Urgent Executive Key

Title: BROMLEY TOWN CENTRE MARKET REPORT & IMPROVEMENT UPDATE

Contact Officer: Kevin Munnely, Head of Renewal; Tel: 020 8313 4582
kevin.munnely@bromley.gov.uk
John Bosley, Contracts Manager, Tel: 020 8313 4852
john.bosley@bromley.gov.uk

Chief Officer: Executive Director of Environment & Community Services

Ward: Bromley Town;

1. Reason for report.

- 1.1 The Executive on 22 March 2017 approved the detailed designs and costing for the next phase of the Bromley Town Centre improvements, which are currently being implemented. Officers were requested to bring back for Executive approval the detailed designs and costing for the proposed market kiosks, which forms the basis of this report.
- 1.2 The Executive on 22 March 2017 also approved plans to re-organise, rebrand and relocate the existing market as part of the improvement works. This report provides an update on progress to date.
-

RECOMMENDATION(S)

That Members of the Executive:

- 2.1 **Approve the detailed design and implementation costs for market kiosks and pop up stalls to be located at Market Square, agree that £580k is allocated from the Growth Fund to meet the costs and is added to the Bromley High Street Improvement capital scheme.**
- 2.2 **Delegate to the Director of Regeneration and the Portfolio Holder for Renewal & Recreation approval of any minor amendments to the kiosk design.**
- 2.3 **Seek authority to submit a planning application/s for the development of the relocated market and market infrastructure, including kiosks.**

- 2.4 Approve the allocation of additional S106 funding of £152k for a programme of architectural lighting improvements, and add to the Bromley High Street improvement capital scheme.**
- 2.5 To note that there will be an overall increase of £732k for the Bromley High Street Improvement scheme within the Capital Programme, resulting in a total scheme cost of £3.576m.**
- 2.6 Note the progress to date on implementing the agreed option for relocating, reorganising and relaunching the weekly market in Bromley, as outlined in paragraphs 3.11 - 3.17.**

Impact on Vulnerable Adults and Children

1. Summary of Impact: The scheme design will take into account measures for the mobility and visually impaired.
-

Corporate Policy

1. Policy Status: Existing Policy:
 2. BBB Priority: Quality Environment Vibrant, Thriving Town Centres Regeneration
-

Financial

1. Cost of proposal: Increase in capital costs of £732k
 2. Ongoing costs: Net nil at this stage
 3. Budget head/performance centre: Capital Programme
 4. Total current budget for this head: £2.844m
 5. Source of funding: Growth Fund and S106 funding
-

Personnel

1. Number of staff (current and additional): 5 FTE
 2. If from existing staff resources, number of staff hours:
-

Legal

1. Legal Requirement: Non-Statutory - Government Guidance
 2. Call-in: Applicable
-

Procurement

1. Summary of Procurement Implications: It is proposed that the all the civil engineering and public realm improvement works, including all lighting will be completed by FM Conway under the current Highway Engineering Term Contract. It is proposed that Council's TFM term contractor AMEY will deliver the procurement of the Market Kiosks.
-

Customer Impact

1. Estimated number of users/beneficiaries (current and projected): Borough Wide
-

Ward Councillor Views

1. Have Ward Councillors been asked for comments? Yes

Summary of Ward Councillor's comments: Ward Councillors were invited to take part in stakeholder consultations during the development of the scheme. Ward Councillors have been consulted on the design of the market kiosks.

3. COMMENTARY

Background

- 3.1 The Executive Committee on the 22nd March 2017 and Full Council on 10th April 2017 approved the detailed design, funding and programme for the ground plane works extending from Market Square to the Elmfield Junction, for the next phase of the Bromley town centre improvements. Officers were requested to bring back for Executive approval the detailed designs and costing for the proposed market kiosks, which forms the basis of this report.
- 3.2 The Council's Highway Engineering term contractor FM Conway have commenced implementation of Phase 1 of the improvement works between Market Square and Marks and Spencer. Phase 2 of the improvements is programmed to commence in January 2018, following the break for the Christmas and New Year trading period. The current programme sees the market relocated to its new position around Market Square taking place around the end of February 2018. Planning consent will need to be secured for both the market relocation and the new market kiosks.
- 3.3 The Executive also approved on 22 March 2017 Option C for the relocation, reorganisation and relaunch of Bromley market. To recap Option C seeks a relocated and reconfigured market to reduce the current number of stalls but focus on a higher quality offer – including more food (retail and catering) than at present. This option includes introducing 8 market kiosks in addition to the 21 pop up stalls. Given the proposed physical re-positioning of the market this option provided a unique opportunity to refocus the market offer rather than maintain the existing regime. This option would enable the Council to maintain the same level of income. To help implement this option the Council has re-commissioned market specialist Quarterbridge and a update on this workstream is contained later in this report.

Market Kiosk and Market Infrastructure

- 3.4 The design and procurement process for the market kiosks is being managed on behalf of the Council by Total Facilities Management Contractor AMEY, who have appointed ECD Architects to produce the design and costings for the market kiosks. The designs of the kiosks has been based on a modular design and this has been tested with a manufacturer to ensure that that it meets the necessary building specifications. The design and internal specifications have also been informed by input from market specialist Quarterbridge, who have provided information on the detailed requirements of potential tenants. Also given the sensitive location of the kiosks with the Bromley Town Centre Conservation Area officers has consulted on the emerging design with Ward Councillors and the Bromley Civic Society.
- 3.5 The resultant design consists of a contemporary structure clad in treated cedar finish which can be adapted to meet the requirements for general retail and the sale of hot and cold food. The detailed design for the kiosks are set out in Appendix 1. The kiosks will be procured in matching pairs, back to back, based on a modular frame. The smaller pair of units, which will be located south of the Primark entrance will measure 6m x 3m. The larger pair of units measuring 9m x 3m will be located north of the Primark entrance. In total there will be four pairs of kiosks comprising 8 individual units, although there is the potential to let a pair of units as a single unit subject to internal modification. The design and layout has also been determined by ensuring pedestrian and visual permeability in Market Square. It will be possible to trade from both main facades of the larger kiosks and the smaller units will have glazed units on the rear elevation to ensure that there is an active frontage and visibility through to the Primark store and guard against creating a tunnelling effect. The units have also been sited to maximise the gaps between the kiosks and the Primark entrance to ensure the remains plenty of circulation space and views of the window displays. The manufacturer has offered two potential finishes to the proposed kiosks openings, one being a glazed window and the other a roller shutter. It is

proposed that the final finish is agreed with potential tenants and approval of this design detail is delegated to the Director of Regeneration and Portfolio Holder for Renewal & Recreation.

Kiosk Costings

- 3.6 The kiosks have been costed on the basis of basic fit out that enables the occupiers the flexibility of customising the unit for their own commercial needs. This basic fit out includes mechanical and electrical engineering, a work top and sink, all plumbing and water boilers for providing hot water and foul sewage connections. The design team have also made provision in the budget for additional internal fittings to provide for hot food catering which have been included in the budget as an optional cost. Quarterbridge have advised that this additional fit specification will need to be discussed and agreed on an individual basis with potential occupiers. The manufacturing lead in time for the kiosks is 12 weeks and they will need to be installed on a pad foundation, the costs of which have been included in the connection costs. The report to Executive on the 22nd March 2017 costed the kiosks and pop up market stalls at £720k, the revised costings are therefore a reduction of £140k.
- 3.7 It is proposed that a tender package for the kiosks will be produced using a design and build procurement route/form of contract – this will be tendered to the open market in line with CPR’s and public contract regulations. The current advised procurement route anticipates appointing a main contractor who will undertake the procurement and management of the installation of kiosks and manage any groundworks and connections with the units subcontracted by them to the specialist suppliers.

Table 1

Kiosk and Pop Up Stall Costs	£'000
4 kiosks size (9m x 3m x 3.15m) Unit cost £42k per kiosk incl delivery & installation.	168
4 kiosks size (6m x 3m x 3.15m) Unit cost £32k per kiosk incl delivery & installation.	128
Utility services & kiosk infrastructure	64
Sub-Total of build cost	360
Main Contractor costs	81
Contingency @ 15% of build cost	54
Additional full fit out for catering per individual unit (£8k per unit)	64
Total cost for Kiosks	559
Cost of 21 pop-up market stalls (£1k per stall)	21
Total cost for Kiosks & Pop Up Stalls	580

Marketability

- 3.8 As well as the design and costing information Members also requested information on the likely demand for the market kiosks to justify the level of capital investment required. Feedback from market specialist Quarterbridge is that the current design and specification of the market kiosks is commercially attractive to potential tenants. They have estimated that fully let the 8 kiosks could generate an annual income of £100k. This would represent a maximum commercial yield of 17.2%, before any allowance is made for voids or any potential rental discounts. As part of the wider market reorganisation workstream Quarterbridge have undertaken a soft market

testing campaign to help gauge the potential response to the proposed market kiosk offer. Whilst this report has been written prior to the end of the campaign, Quarterbridge have stated that the results to date have shown that there is commercial interest in existing businesses operating a food retail or catering business from a kiosk in the High Street. Quarterbridge believe there has been good levels of interest overall including strong expressions of interest from existing market traders. During the soft market testing, Quarterbridge contacted existing market traders seeking expressions of interest, undertook a direct email campaign to regional businesses and launched a Facebook marketing campaign which reached over 75,000 people, with over 4100 post clicks.

- 3.9 Expressions of interest received to date through the campaign encompass a wide range of potential users, including artisan and traditional food retailers and specialist street food, representing a variety of cuisines.
- 3.10 Quarterbridge have advised that to reduce the financial risk to the Council, whilst planning permission for the market reorganisation and infrastructure is sought, a separate exercise is undertaken to prelet the kiosks. This will involve Quarterbridge marketing the kiosks and securing agreement for lease. Once these have been secured then the kiosks can be procured either as a group or single pair.

Update on market review project including stakeholder consultation

- 3.11 Following the decision to reconfigure the Market based on Option C endorsed by Members in March 2017, and allocation of a £40k implementation fund, the Council appointed the specialist markets consultants Quarterbridge to undertake work in preparation for the market move. The brief for the consultants includes the following elements of work:
- Lead consultation and engagement with all stakeholders including existing market traders, and establishing a Markets Consultative Panel.
 - Undertake detailed market research for the new market – to help confirm the business case
 - Advise on physical and spatial design development
 - Provide advice and coordinate the necessary steps required to amend the legal basis of the market and street trading pitches and undertake the relocation of existing traders.
 - Ensuring that the new market has the necessary Planning Permission (subject to Member approval)
 - Setting up management framework – including developing appropriate quality standards and application and vetting processes for traders on the new market
 - Plan and coordinate the launch of the new market
- 3.12 A key part of the role of the consultant has been to lead on the consultative process. Street market traders have been approached directly with regards to relocating while Conway continue the infrastructure and resurfacing works of the high street. A section in the Street Trading License allows London Borough of Bromley to relocate while works are completed.
- 3.13 Quarterbridge have set up a Steering Group, consisting of relevant Council managers alongside Quarterbridge staff, designed to make informed decisions with regards to the market relocation workstream and feed back into the Market Consultative Panel. In creating The Market Consultative Panel, Quarterbridge and the Local Borough of Bromley have the opportunity to update market stakeholders with the latest news surrounding design, progress and legal matters relating to the market. The panel will enable members to understand, consider and

comment upon strategic and practical issues associated with the redevelopment of Bromley High Street and the market. The members of the panel congregate on a monthly basis, and the panel consists of three market traders and one street trader. Both street and market traders were invited via email, with limited response we were able to invite all the traders who responded. Also included on the panel is the Chairman of the R&R PDS Committee – also a Bromley Town Centre ward Councillor, along with Council officers involved in the management of the market.

- 3.14 In addition to the consultative aspects of the project and soft market testing campaign, Quarterbridge have also submitted the first draft of the application pack for the new market, which will be presented at the next Market Consultative Panel meeting. The user clause mix is also being drafted along with the trader application pack. They have also prepared a briefing note to assist the Council in obtaining appropriate opinion on the legal status of the market and the options open to the Council associated with the High Street – and have also provided technical advice with regards to the design of the kiosks.
- 3.15 The proposed kiosks within Market Square will, assuming good design principles are followed, enhance the overall function and aesthetic of the Square. They will provide an opportunity to complement the mostly non-food retail nature of the units around the square with high quality specialist food retailing and catering, and will also enabling trading into the evening and for up to 7 days per week, thereby drawing increased footfall into Market Square for a longer period.
- 3.16 Members should note that further formal consultation will take place during the next few weeks as part of the need to obtain Planning Permission for the new site of the Market – and also in relation to the proposal to potentially amend the legal basis of the market. It is proposed that the planning application to relocate the market will be submitted before the middle of December to ensure that consent is granted before phase 2 of the improvement works can commence. It is proposed that the planning applications for the kiosks will also be submitted by the end of the year.

Potential changes to market management

- 3.17 At present the Council provides direct management of the existing 3-day market in Bromley through officers in Street Services with the Environment and Community Services Department. This involves a number of activities which may potentially be undertaken by an external operator and initial soft market testing suggests that there could be interest from commercial market operators in such a contract. However, because the possible commissioning of the market involves a number of complex issues, Officers will bring a separate Gateway report on the market testing of this service for a decision by Members in 2018 to ensure that the Council is achieving best value for the provision of market services.

Indicative implementation programme

- 3.18 The term contractor for street works have indicated that the High Street improvements will take a total duration of 20 months (excluding weekend working). The proposed changes to the market will necessarily have to follow the programme for the Public Realm works.

Phase	Timescale	Public Realm	Market Development
Phase 1 Duration of 5 months.	July to November 2017.	Market Square to Marks & Spencer. The precise cut off point will be subject to timing restrictions.	Concept and detailed design of new market kiosks (including further market testing) Commencement of work to amend legal basis of Market Submission of Planning Applications for new market location and kiosks December 2017 Planning approval for market relocation and kiosk designs February 2018 Purchasing of new pop up stalls
Phase 2 Duration of 8 months	January 2018 to August 2018	Churchill Theatre to the most southern raised planter (approximately outside Café Nero).	Launch of new market in new position (Jan / Feb 2018) Installation of Market Square kiosks Commence market testing of market management
Phase 3 Duration of 3 months	Scheme completion November 2018	The Elmfield arrival space	

Proposed feature Lighting

- 3.19 The original concept design for the High Street improvements included an aspiration to introduce an element of feature lighting into the High Street. This was to complement the feature lighting undertaken to the façade of the Churchill Theatre completed in 2012 as part of the Mayor of London's Outer London Fund. To support this a feasibility study was undertaken by a specialist firm to install architectural feature lighting to significant facades in the High Street buildings between Market Square and Marks and Spencer. The freeholders of all properties in this part of the High Street have been contacted about the proposals. The study included mock up trials, lighting buildings including Top Shop and Primark with coloured spot lights that can project a variety of colours and sequences, by remote control (Photographs of the mock up trials are shown in Appendix 2). The study has identified additional infrastructure requirements and has successfully tested a wireless data network which would allow all the lights to be controlled from an existing lighting controller in the Churchill Theatre.
- 3.20 A programme of lighting to a series of significant facades in the High Street, listed below, will cost £152k, which will be added to the existing High Street improvement scheme. It is proposed that the S106 payment of £152k secured from the Travelodge development in Bromley for town centre improvements is added to the overall scheme budget. Costings for the following buildings, which have been identified as they are particularly prominent and will create positive precedents for a potential expansion of the scheme. The programme will be delivered in two phases to match the receipt of the S106 monies. The second and final tranche is expected to be received during the Spring/Summer of 2018.

Table 2

Feature Lighting Costs	£'000
Primark (162 - 178 High Street)	40
JD Sports to Top Shop (145 - 151 High Street)	40
Marks and Spencer (123 High Street)	43
Wireless transmission devices	8
Legal Fees	7
10% Contingency	14
Total Cost for Feature Lighting	152

4. POLICY IMPLICATIONS

- 4.1 Proposals are in support of developing and maintaining the vibrancy of Bromley Town Centre, and as such contributes to the Building a Better Bromley key priority of Vibrant, Thriving Town Centres. The scheme will improve the economic sustainability of Bromley High Street encouraging footfall both during the day and evenings, and on quieter days of the week due to the 7 day per week operation of the kiosks.

5. FINANCIAL IMPLICATIONS

- 5.1 The Executive on 22 March 2017 approved the detailed design and programme for the Bromley Town Centre improvements and agreed that £2.844m be allocated from the Growth Fund to cover this cost. The decision to approve funding for the market kiosks was deferred until details of the design and costing were submitted for Executive approval.
- 5.2 The detailed designs and scheme costs for the market kiosks has now been fully completed and a summary of the costs are set out in Table 1 above. The total costs are expected to be £580k which is £140k less than previously reported. Approval is sought to allocate £580k from the Growth Fund and to add to the capital scheme.
- 5.3 It should be noted that physical works will not commence on the market until planning permission for the new site has been obtained.
- 5.4 At this stage of the scheme, the net controllable income is expected to be maintained at current levels for the market stalls and kiosks. Officers need to ensure that the services are market tested to ensure that best value for money is obtained.
- 5.5 It is proposed that the Section 106 contribution of £152k from the Elmfield Road Travelodge development for the public realm, will be added to the overall capital scheme budget to meet the costs of the Feature Lighting as detailed in Table 2. £76k was received in June 2017 and the remaining balance is expected to be received in Spring/Summer of 2018. The lighting works will be split into two Phases to coincide with the receipt of the payments.
- 5.6 Overall the Capital Programme will be increased by £732k and the total cost for the High Street Improvement scheme will be £3.576m.
- 5.7 It should be noted that a sum of £287k was allocated from the Investment Fund to meet the cost of the detailed design work and additional survey work. To date £204k has been spent/committed, leaving a balance of £83k.

5.8 A further report will be brought back to Members with details of the design and costs of the larger commercial units and the canopy.

6. PERSONNEL IMPLICATIONS

6.1 None for this report

7. LEGAL CONSIDERATIONS

7.1 The Council implemented the London Local Authorities Act 1990 (LLAA) in 1991 to regulate street trading in the Borough. This legislation also covers the Friday and Saturday market and the individual street traders. The Thursday Charter Market is exempt from street trading legislation.

7.2 The Council is not permitted to make a profit from a market registered under this legislation; it can only recover its costs. There is however no such statutory limitation on the costs chargeable for the Charter Market. Consequently, it is proposed that the market (other than the Charter Market) could potentially in future be licensed under the Food Act 1984 to enable the Council to maximise income. Officers are working with Quarterbridge to obtain appropriate legal advice to understand the options available to the Council.

7.3 The 5 existing permanent street traders, currently licensed under the London Local Authorities Act (LLAA), will also need to be transferred to the Food Act licensing regime and, as indicated above, possibly relocated. If they are to be relocated, it will be necessary to consult them and go through a statutory process to terminate their current licences before issuing new ones. There is an appeal procedure including a right of appeal to the Magistrates Court. It is intended that this procedure will also be run in parallel with the remainder of the programme. Because of the complexities of the procedures it may prove necessary to obtain Counsel's advice at some point as to the detail of the Council's handling of the necessary steps. It is also possible that one or more of the market or street traders may challenge the Council's action, leading to court proceedings which could affect timescales. There is therefore a possibility of incurring additional costs in the course of the project.

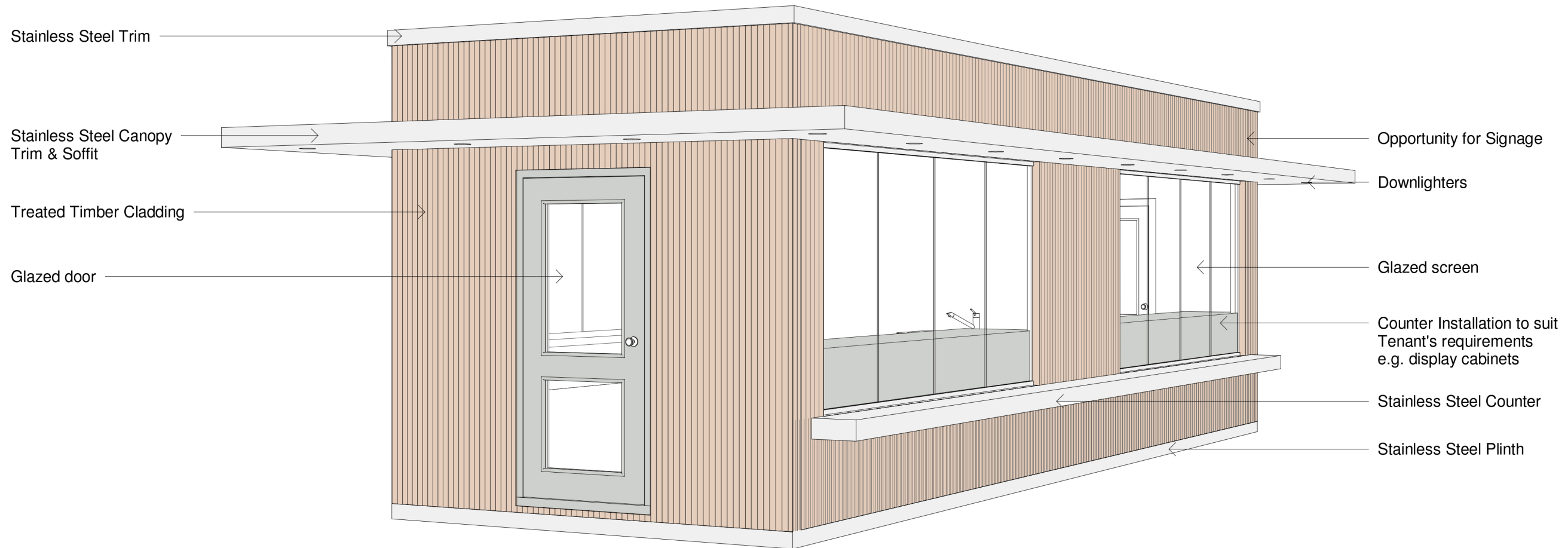
7.4 In addition to the proposals to amend the licencing regime, it should be noted that the new location for the Market will require full Planning Permission, authorisation for which is being sought from Members.

7. PROCUREMENT IMPLICATIONS

7.1 The procurement process will be managed by the Total Facilities Management Term Contractor, AMEY. It is proposed that the kiosks will be installed only when there is a pre-contractual agreement with tenants.

Non-Applicable Sections:	N/A
Background Documents: (Access via Contact Officer)	

APPENDIX 1: BROMLEY MARKET KIOSKS



ECD COMPUTER FILE

NOTES

1. All dimensions to be checked by the Contractor before construction proceeds and prior to the fabrication of any component.
2. Any discrepancies between the drawing, the Specification, the Schedule of Works and site conditions shall be brought to the attention of the Architect for resolution prior to placing orders or to construction.
3. All building works are to be carried out in accordance with current British/European Standards and the Building Regulations.
4. Refer to Structural Engineer's drawings, details and specification for all structural components.
5. Refer to Mechanical & Electrical Engineer's drawings, schedules and specifications for all services.
6. Manufacturers guidance and recommendations to be followed for installation of all construction components.
7. All dimension to be in millimetres unless otherwise specified.
8. This drawing is to be read in conjunction with the NBS Specifications.

D	SK	LP	23.10.17	COLOUR ADDED
C	SK	LP	20.10.17	REVISED TO COMMENTS RECEIVED 20.10.17
B	SK	DJ	19.10.17	REVISED TO COMMENTS RECEIVED 18.10.17
A	SK	DJ	16.10.17	ISSUED FOR CLIENT SIGN OFF
-	SK	DJ	03.10.17	FIRST ISSUE

REVISION	DRAWN BY	CHECKED	DATE	DESCRIPTION

DRAWING ISSUE

CONCEPT

CLIENT

LONDON BOROUGH OF BROMLEY



Studio 3 Blue Lion Place
London SE1 4PU
t: 020 7939 7500
f: 020 7939 7501
e: ecds@ecd.co.uk
w: www.ecd.co.uk

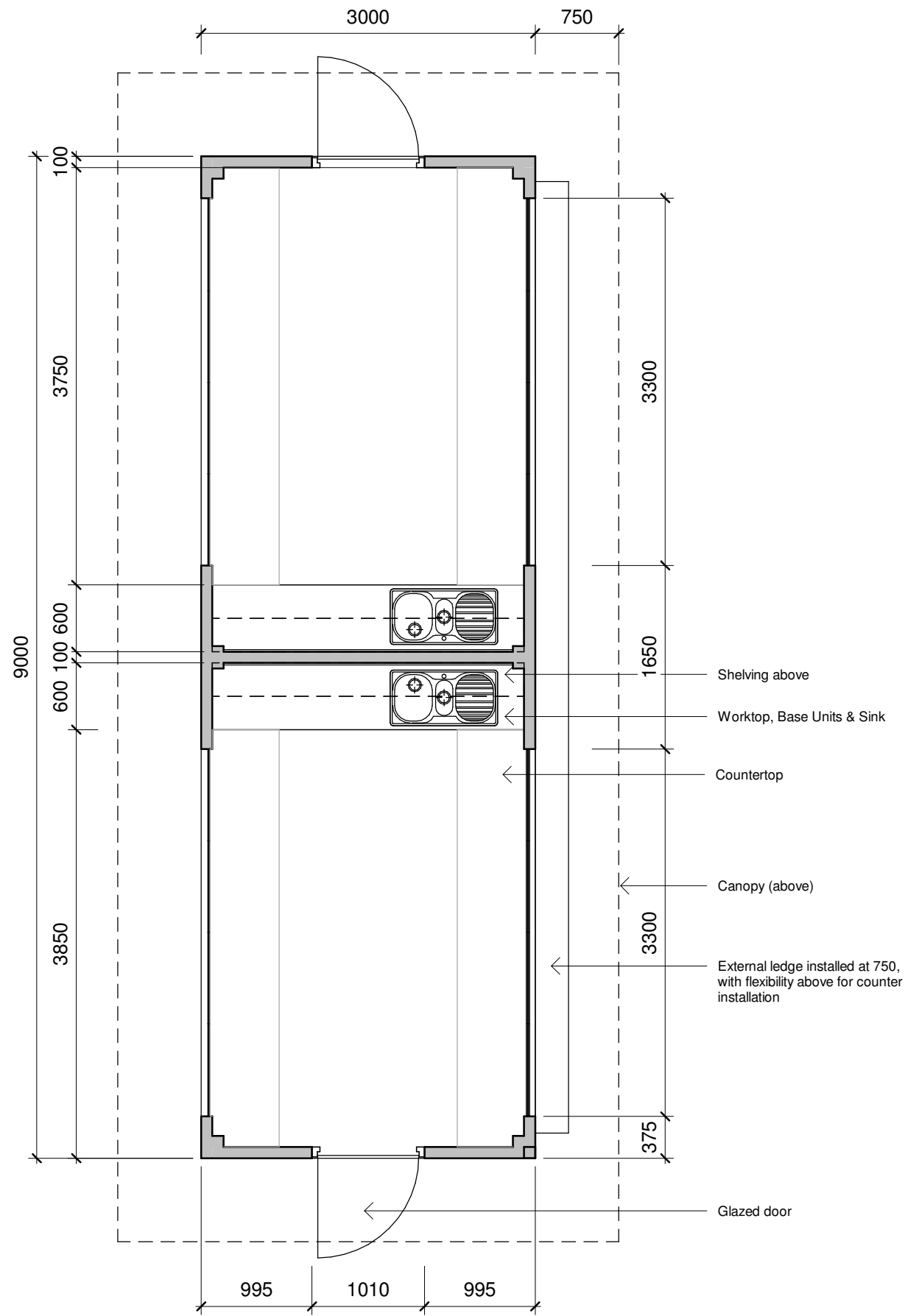
PROJECT TITLE

BROMLEY HIGH STREET

DRAWING TITLE

PROPOSED 3D VIEW - LARGE KIOSK

SCALE	DRAWN
@ A3	SK
DATE	CHECKED
28/09/17	DJ
DWG REF	REVISION
P-17-AB0304- 201	D



ECD COMPUTER FILE

NOTES

1. All dimensions to be checked by the Contractor before construction proceeds and prior to the fabrication of any component.
2. Any discrepancies between the drawing, the Specification, the Schedule of Works and site conditions shall be brought to the attention of the Architect for resolution prior to placing orders or to construction.
3. All building works are to be carried out in accordance with current British/European Standards and the Building Regulations.
4. Refer to Structural Engineer's drawings, details and specification for all structural components.
5. Refer to Mechanical & Electrical Engineer's drawings, schedules and specifications for all services.
6. Manufacturers guidance and recommendations to be followed for installation of all construction components.
7. All dimension to be in millimetres unless otherwise specified.
8. This drawing is to be read in conjunction with the NBS Specifications.

REVISION	DRAWN BY	CHECKED	DATE	DESCRIPTION
C	SK	DJ	20.10.17	REVISED TO COMMENTS RECEIVED 20.10.17
B	SK	DJ	16.10.17	ISSUED FOR CLIENT SIGN OFF
A	SK	LP	06.10.17	REVISED TO COMMENTS 03.10.17
-	SK	DJ	03.10.17	FIRST ISSUE

DRAWING ISSUE
CONCEPT
 CLIENT
 LONDON BOROUGH OF BROMLEY

ECD Architects
 ENERGY CONSCIOUS DESIGN

Studio 3 Blue Lion Place
 London SE1 4PU
 t: 020 7939 7500
 f: 020 7939 7501
 e: ecda@ecda.co.uk
 w: www.ecda.co.uk

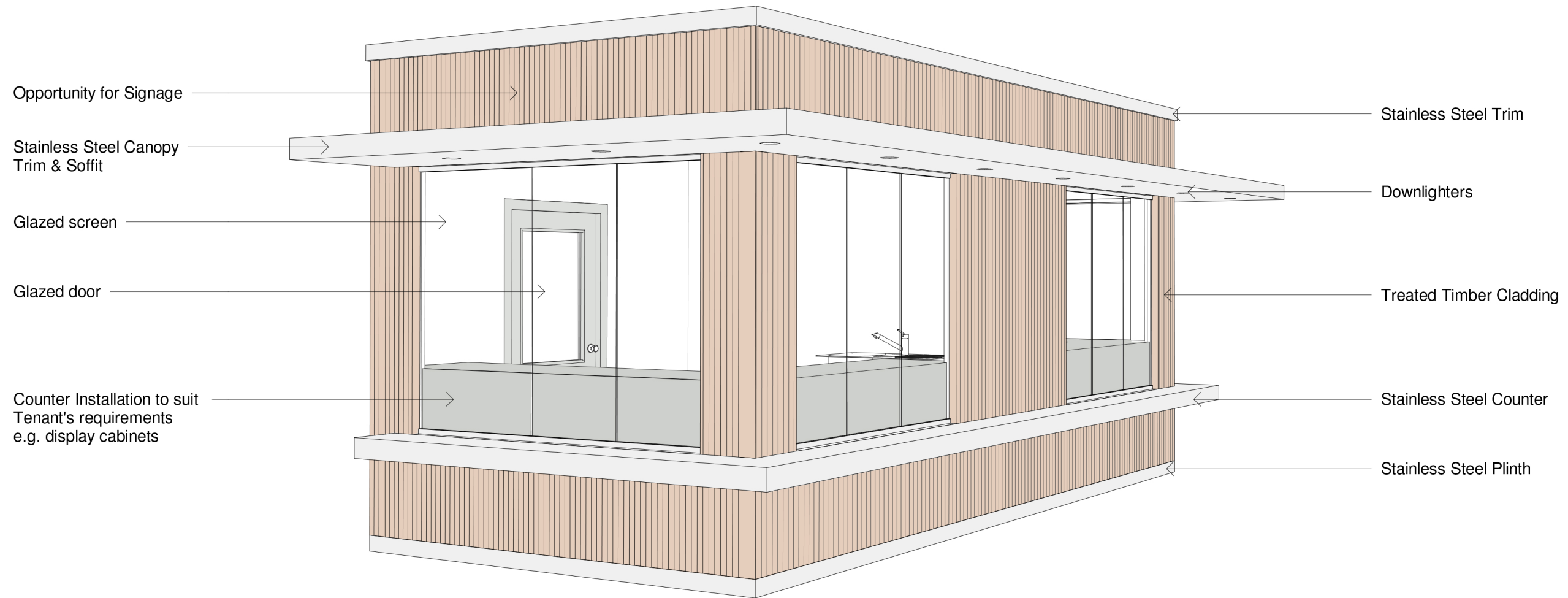
PROJECT TITLE
BROMLEY HIGH STREET

DRAWING TITLE
PROPOSED LAYOUT - LARGE KIOSK

SCALE	DRAWN
1 : 50 @ A3	SK
DATE	CHECKED
09/28/17	DJ
DWG REF	REVISION
P-17-AB0304- 101	C

NOTES

1. All dimensions to be checked by the Contractor before construction proceeds and prior to the fabrication of any component.
2. Any discrepancies between the drawing, the Specification, the Schedule of Works and site conditions shall be brought to the attention of the Architect for resolution prior to placing orders or to construction.
3. All building works are to be carried out in accordance with current British/European Standards and the Building Regulations.
4. Refer to Structural Engineer's drawings, details and specification for all structural components.
5. Refer to Mechanical & Electrical Engineer's drawings, schedules and specifications for all services.
6. Manufacturers guidance and recommendations to be followed for installation of all construction components.
7. All dimension to be in millimetres unless otherwise specified.
8. This drawing is to be read in conjunction with the NBS Specifications.



REVISION	DRAWN BY	CHECKED	DATE	DESCRIPTION
E	SK	LP	23.10.17	COLOUR ADDED
D	SK	LP	20.10.17	REVISED TO COMMENTS RECEIVED 20.10.17
C	SK	DJ	19.10.17	REVISED TO COMMENTS RECEIVED 18.10.17
B	SK	DJ	16.10.17	ISSUED FOR CLIENT SIGN OFF
A	SK	LP	06.10.17	REVISED TO COMMENTS 03.10.17
-	SK	DJ	03.10.17	FIRST ISSUE

DRAWING ISSUE

CONCEPT

CLIENT

LONDON BOROUGH OF BROMLEY



Studio 3 Blue Lion Place
London SE1 4PU
T: 020 7939 7500
F: 020 7939 7501
e: ecd@ecd.co.uk
w: www.ecd.co.uk

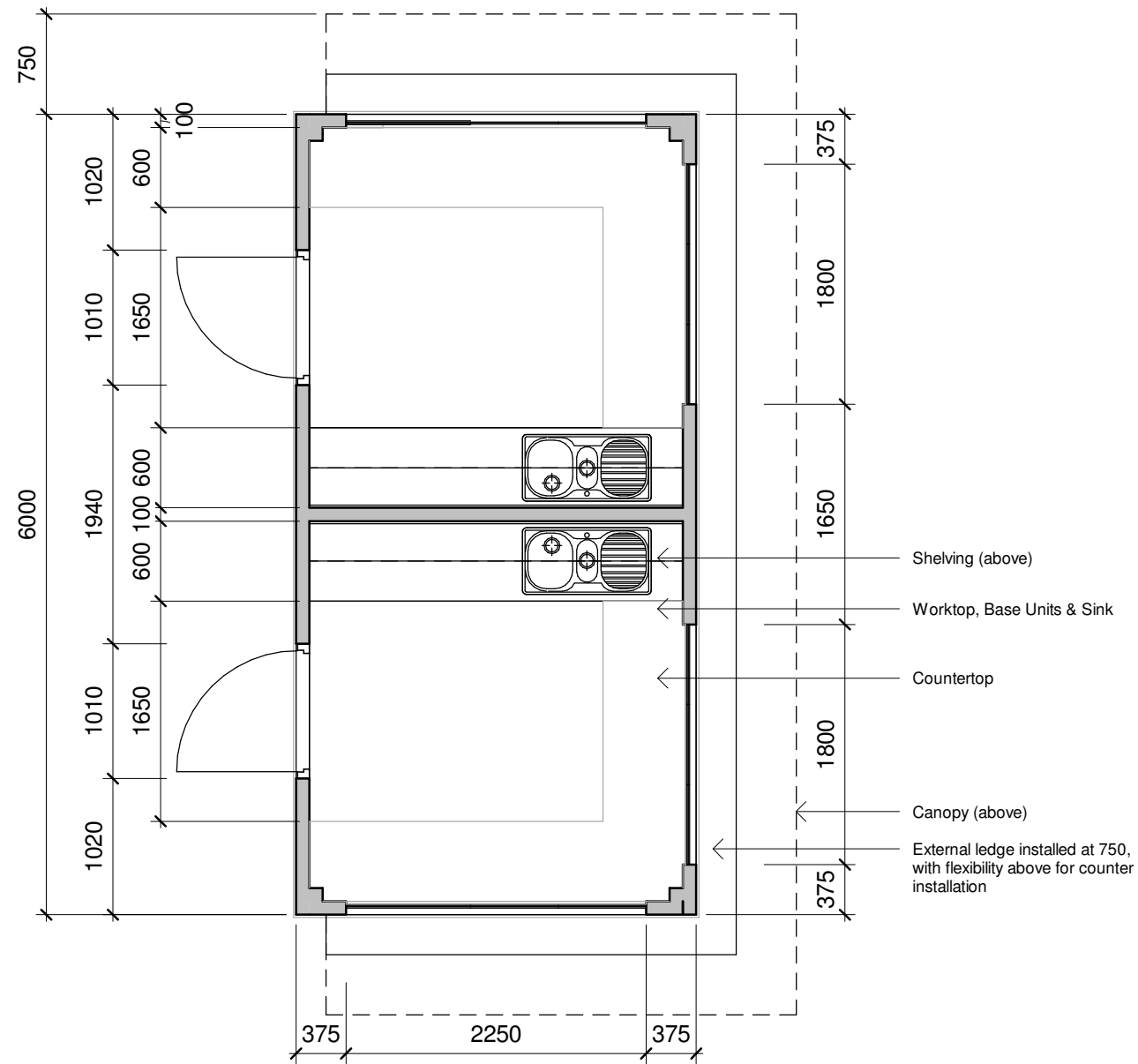
PROJECT TITLE

BROMLEY HIGH STREET

DRAWING TITLE

PROPOSED 3D VIEW - SMALL KIOSK

SCALE	DRAWN
@ A3	SK
DATE	CHECKED
09/28/17	DJ
DWG REF	REVISION
P-17-AB0304- 200	E



ECD COMPUTER FILE

NOTES

1. All dimensions to be checked by the Contractor before construction proceeds and prior to the fabrication of any component.
2. Any discrepancies between the drawing, the Specification, the Schedule of Works and site conditions shall be brought to the attention of the Architect for resolution prior to placing orders or to construction.
3. All building works are to be carried out in accordance with current British/European Standards and the Building Regulations.
4. Refer to Structural Engineer's drawings, details and specification for all structural components.
5. Refer to Mechanical & Electrical Engineer's drawings, schedules and specifications for all services.
6. Manufacturers guidance and recommendations to be followed for installation of all construction components.
7. All dimension to be in millimetres unless otherwise specified.
8. This drawing is to be read in conjunction with the NBS Specifications.

C		20.10.17	REVISED TO COMMENTS RECEIVED 20.10.17
B	SK DJ	16.10.17	ISSUED FOR CLIENT SIGN OFF
A	SK LP	06.10.17	REVISED TO COMMENTS 03.10.17
	SK DJ	03.10.17	FIRST ISSUE

REVISION	DRAWN BY	CHECKED	DATE	DESCRIPTION

DRAWING ISSUE
CONCEPT
 CLIENT
 LONDON BOROUGH OF BROMLEY

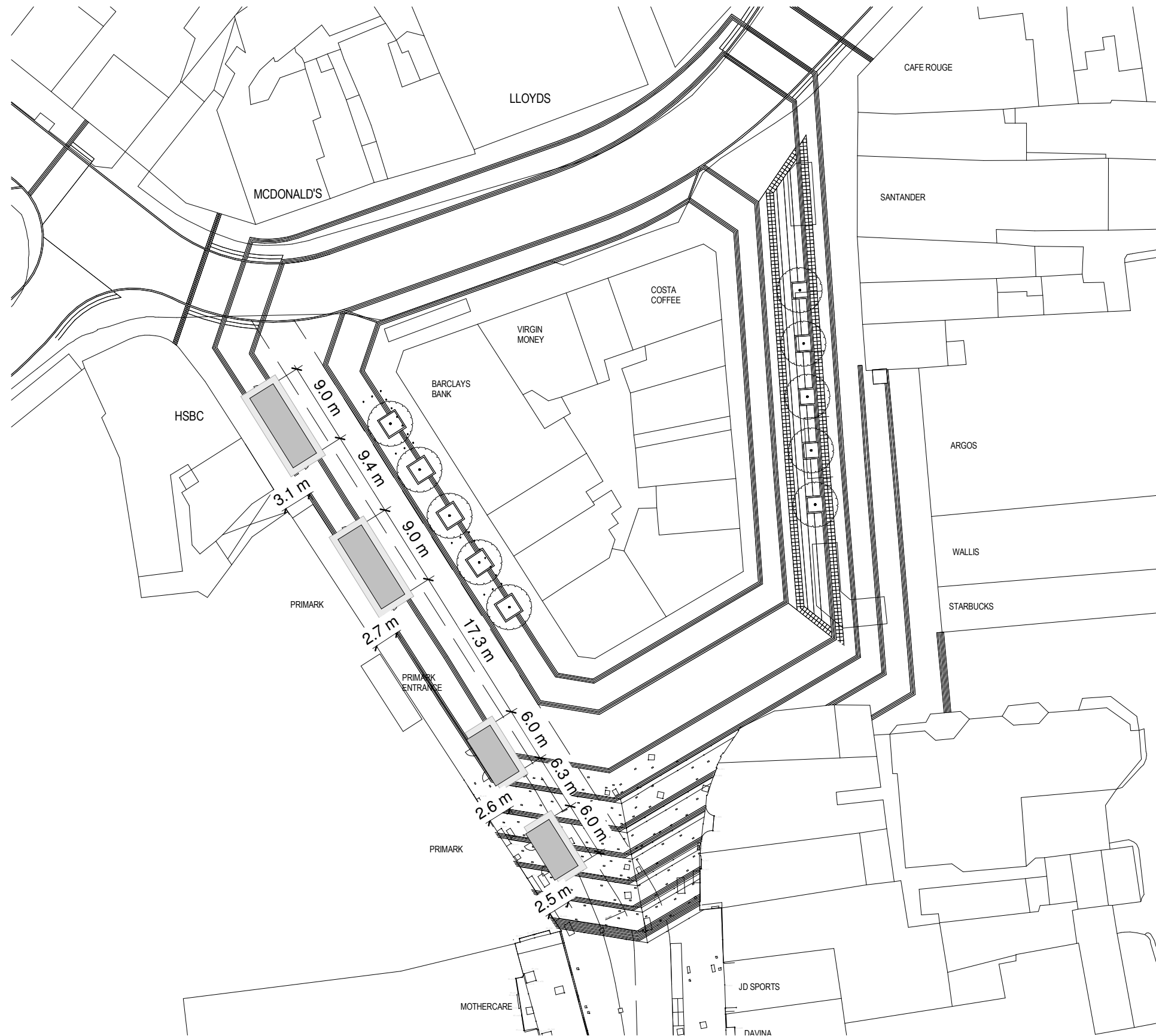
ECD Architects
 ENERGY CONSCIOUS DESIGN

Studio 3 Blue Lion Place
 London SE1 4PU
 t: 020 7939 7500
 f: 020 7939 7501
 e: ecda@ecda.co.uk
 w: www.ecda.co.uk

PROJECT TITLE
BROMLEY HIGH STREET

DRAWING TITLE
PROPOSED LAYOUT - SMALL KIOSK

SCALE	DRAWN
1 : 50 @ A3	SK
DATE	CHECKED
09/28/17	DJ
DWG REF	REVISION
P-17-AB0304- 100	C



ECD COMPUTER FILE

NOTES

1. All dimensions to be checked by the Contractor before construction proceeds and prior to the fabrication of any component.
2. Any discrepancies between the drawing, the Specification, the Schedule of Works and site conditions shall be brought to the attention of the Architect for resolution prior to placing orders or to construction.
3. All building works are to be carried out in accordance with current British/European Standards and the Building Regulations.
4. Refer to Structural Engineer's drawings, details and specification for all structural components.
5. Refer to Mechanical & Electrical Engineer's drawings, schedules and specifications for all services.
6. Manufacturers guidance and recommendations to be followed for installation of all construction components.
7. All dimension to be in millimetres unless otherwise specified.
8. This drawing is to be read in conjunction with the NBS Specifications.

B	SK	LP	23.10.17	DASHED LINES OMITTED, ADDITIONAL DIMS ADDED
A	SK	LP	20.10.17	REVISED TO COMMENTS RECEIVED 20.10.17
-	SK	DJ	17.10.17	PROPOSED KIOSK LAYOUT ISSUED

REVISION	DRAWN BY	CHECKED	DATE	DESCRIPTION
----------	----------	---------	------	-------------

DRAWING ISSUE
CONCEPT
 CLIENT

LONDON BOROUGH OF BROMLEY



Studio 3 Blue Lion Place
 London SE1 4PU
 t: 020 7939 7500
 f: 020 7939 7501
 e: ecda@ecda.co.uk
 w: www.ecda.co.uk

PROJECT TITLE
BROMLEY HIGH STREET

DRAWING TITLE
PROPOSED SITE LAYOUT - KIOSKS

SCALE	DRAWN
1 : 500 @ A3	SK
DATE	CHECKED
10/17/17	DJ
DWG REF	REVISION
P-17-AB0304-001	B

This page is left intentionally blank

APPENDIX 2: STREET LIGHTING MOCK UP TRIALS

	
<p>No. 145 High Street (JD Sports to Top Shop)</p>	<p>No. 145 High Street (JD Sports to Top Shop)</p>
	
<p>No. 162 -178 High Street (Primark)</p>	<p>No. 162 -178 High Street (Primark)</p>
	
<p>No.157 High Street (Off Spring)</p>	<p>No.157 High Street (Off Spring)</p>

This page is left intentionally blank

Report No.
DRR17/051

London Borough of Bromley

PART ONE - PUBLIC

Decision Maker: EXECUTIVE

**FOR PRE-SCRUTINY BY THE RENEWAL & RECREATION
POLICY DEVELOPMENT AND SCRUTINY COMMITTEE**

Date: R&R PDS - Wednesday 1 November 2017
Executive - Tuesday 7 November 2017

Decision Type: Non-Urgent Executive Non-Key

Title: BECKENHAM AND PENGE BUSINESS IMPROVEMENT
DISTRICT (BID) PROPOSAL FOR 2018-2023

Contact Officer: Martin Pinnell, Head of Town Centres,
Tel: 020 8 313 4457 E-mail: martin.pinnell@bromley.gov.uk

Chief Officer: Nigel Davies, Executive Director of Environment & Community Services

Ward: Penge and Cator, Kelsey and Eden Park, Copers Cope, Clockhouse

1. Reason for report

This report updates Members on the progress to date on the development of a proposed Business Improvement District (BID) in Beckenham and Penge Town Centres and its potential implications for the Council; Introduces the outline Beckenham and Penge BID Proposal 2018 – 2023 which has been presented to the Council by the BID Steering Groups in each town and requests delegated authority for the Portfolio Holder for Renewal and Recreation to review the final versions of the BID Proposals in order to authorise a Ballot to be held of the establishment of the Beckenham and Penge BIDs in February 2018.

2. **RECOMMENDATION(S)**

Members of the Executive are asked to:

- 2.1 **Note the draft Beckenham and Penge BID Proposals 2018 – 2023 (summarised in 3.10 below but provided in full as part of a report on Part 2 of this agenda) and the progress to date on the development of the BIDs, including the level of consultation with businesses, outline BID levy rules and emerging key priorities of the proposed BID**
- 2.2 **Agree in principle, on the basis of the draft outline BID Proposals that the Council's Ballot Holder may be instructed to hold ballots in February 2018, according to the**

Business Improvement District Regulations (England) 2004, being satisfied that the draft BID Proposals do not conflict with any of the Council's priorities and plans, and that the geographic scope of each is within the boundaries of the London Borough of Bromley (see maps of draft BID boundaries in Appendix 2A and 2B).

- 2.3 Agree delegated authority to the Portfolio Holder for Renewal & Recreation to review the FINAL version of the BID Proposals which are expected to be delivered to the Authority by 17 November 2017 and provided that these still meet the criteria outlined in 2.2 above, instructs the Ballot Holder to run the BID ballots, on behalf of the Executive.**
- 2.4 Agree that the Portfolio Holder for Renewal and Recreation nominates an officer to vote 'Yes' on behalf of the Council for eligible Council-occupied hereditaments which fall within the proposed BID areas (these are listed in paragraph 5.2).**
- 2.5 Subject to a BID 'yes' vote, authorise the Director of Corporate Services to enter into all legal agreements necessary to operate the BID, and that the agreements ensure that the BID companies formed in both locations act at all times in the best interests of the town centres. The draft agreements, which are still to be finalised, are included as part of Appendix 1A and 1B.**
- 2.6 Note that potential net savings of £44k could result from the establishment of BIDs in Beckenham and Penge Town Centres outlined in section 5.**

Corporate Policy

1. Policy Status: Existing Policy:
 2. BBB Priority: Vibrant, Thriving Town Centres
-

Financial

1. Cost of proposal: £110k including £9.5k for ballot costs and one-off system set up costs
 2. Ongoing costs: Potential annual savings of £51k offset by costs of £6.9k per annum for the BID Levy payable
 3. Budget head/performance centre: Town Centre Management
 4. Total current budget for this head: £153k and £110k
 5. Source of funding: Existing Controllable Revenue Budget 2017/18 and Growth Fund
-

Staff

1. Number of staff (current and additional): 1
 2. If from existing staff resources, number of staff hours: N/A
-

Legal

1. Legal Requirement: Non-Statutory - Government Guidance
 2. Call-in: Applicable
-

Customer Impact

1. Estimated number of users/beneficiaries (current and projected): Businesses within Beckenham Town Centre, especially up to 312 business rates payers who are likely to be BID Levy Payers from April 2018 – March 2023. Businesses within Penge Town Centre, especially up to 237 business rates payers who are likely to be BID Levy Payers from April 2018 – March 2023
-

Ward Councillor Views

1. Have Ward Councillors been asked for comments? Yes
2. Summary of Ward Councillors comments: At time of finalising this report, comments have been received from two ward Councillors: Cllr Michael Tickner (Copers Cope) - who said that he was supportive of the proposals asked for an update on the BID to be provided to next Beckenham Working Group meeting – and Cllr Kathy Bance (Penge & Cator), who said that the proposals seemed positive. No further comments had been received at time of finalising this report – but any Member comments received after report publication will be reported orally at the committee meeting.

3. COMMENTARY

Background

- 3.1 Following initial feasibility work in June 2016, the Executive approved the setting aside of £110k to assist with the establishment of a Business Improvement District (BID) in Beckenham and Penge Town Centres.
- 3.2 The Beckenham and Penge BID Steering Groups were established in Spring 2017 with the intention of harnessing the enthusiasm and commitment of business people representing both large and small enterprises and encompassing retail, leisure and office sectors.
- 3.3 In proposing and developing BIDs in Beckenham and Penge, the Council's Town Centre Management Team appointed Central Management Services (CMS) in November 2016 to undertake the complex and time consuming tasks involved in preparing a BID proposal and taking the proposal to ballot. CMS is highly experienced in the practice of setting up and operating BIDs across the UK and indeed has a 100% success record in delivering successful BID ballots. They use a standard and well proven 5-stage approach to setting up a BID, consisting of the following:
- Feasibility Stage – involving establishing the need for a BID, assessing business interest, testing the financial feasibility based on business rates data and raising awareness of the process
 - Planning Stage – including establishing the vision, undertaking research and in-depth consultation, modelling the potential BID levy rules and creating the Proposal
 - Local Authority Stage – including developing Operating and Baseline agreements, agreeing and setting up the ballot process and agreeing a ballot timetable, creating a voter database and agreeing BID levy collection processes. This Stage involves some input from various Council teams, with the lead taken by the Head of Town Centre Management & Business Support.
 - Campaign Stage – Involving establishing the voters at each business, communications with voters, ballot monitoring and agreeing contingency for failure at ballot
 - Establishment Stage – including preparation for launch, setting up billing procedures, governance arrangements, staffing and recruitment

Because the timescales for delivery are short, the Planning Stage and the Local Authority Stage activities are being run in parallel to ensure that the statutory deadlines for undertaking BID ballots and setting up the BIDs are met within a timescale to enable the ballot to take place in February 2018.

Council decision-making for the establishment of the BID

- 3.4 The Business Improvement District Regulations (England) 2004 require a BID proposer to request that the Local Authority holds a ballot on the BID Proposal. The parameters of this decision are framed by the legislation – and these are set out in paragraph 6.1. However, because of the short timescales involved, the BID Proposal is not yet finalised. The draft BID Proposal will be refined by a further round of consultation with local businesses and key stakeholders, with a view to providing the Council with the final BID Proposal and Business Plan by 17 November 2017.

- 3.5 The BID Proposer is requesting that the BID Ballot is held from 1 February to 28 February 2018. Therefore the formal Notice of Ballot will need to be issued in mid-January. Because of the Council's timetable of meetings there would not be another opportunity before that time for the Renewal & Recreation PDS Committee to review the final version of the Proposal and Business Plan in advance. Therefore, although this report recommends that the Executive agrees in principle with the running of a BID Ballot on the basis of the Outline BID Proposal, Members are also requested to approve delegated authority for the final decision to be accorded to the Portfolio Holder for Renewal & Recreation, who would be provided with the final version of the BID Proposal and Business plan and would therefore be able to instruct the Ballot Holder to proceed at the appropriate time. Additionally the Portfolio Holder will need delegated authority to mandate an Officer to vote in favour of the final BID Proposal in the ballot in respect of hereditaments which are occupied by the Council.

Consultation of Beckenham and Penge businesses

- 3.6 The Feasibility Stage was completed in June 2016. The total number of business hereditaments included within the proposed Beckenham BID area was 506 and in the proposed Penge BID area 361. In total 185 businesses responded to the feasibility survey, representing 21% of the total. The responders were broadly representative of the retail, leisure and office split in the towns. Business responses highlighted a number of priorities in Beckenham these included car parking, marketing and events and in Penge car parking, safety and marketing. This feasibility study was reviewed by CMS following their appointment in November 2016 and it was agreed to formally establish the Steering Groups in each town centre and proceed with the Planning and Local Authority stages.
- 3.7 The Steering Groups in each town centre were established in Spring 2017 with the Planning Stage commencing in June 2017, in conjunction with The Local Authority Stage, and will be completed with the delivery of a final BID Proposal to the Council in November 2017. The required notification of proposed ballot to the Secretary of State was sent and acknowledged on 23rd October 2017 (which is more than the minimum 84 days prior to Notice of Ballot).
- 3.8 As part of the Planning Stage a more detailed business survey and business workshops were conducted to ascertain the priorities for each of the town centres. The response rate in Beckenham was 50% (156 businesses) and in Penge was 49% (117 businesses). In the early stage consultation, businesses have not been specifically asked as to whether they would vote in favour of a BID since at this stage there was no BID Proposal for them to decide upon. However, those undertaking the work have reported a generally very positive approach to the concept of a BID for Beckenham and Penge which suggests that the BID will be successful at ballot. Within the next stage of the project (Campaign Stage) businesses will be approached to ascertain their voting intentions and the results of this canvassing will be fed back to the Council on a regular basis.

Outline of Beckenham BID Business Plan

- 3.9 Arising out of this in depth consultation there were 4 work themes which were clearly supported by the businesses, which would be the main thrust of the BID's proposed delivery programme over the 5 year term to March 2023. The below provides a brief description of each theme.

Marketing Beckenham

- 3.10 The BID will develop a coordinated marketing strategy with targeted campaigns to engage with specific sectors and age groups. The BID will create a user-friendly website and proactively develop social media engagement across all channels. An online loyalty scheme will offer tactical marketing opportunities to raise brand awareness and drive footfall throughout the year.

A great customer experience

- 3.11 The BID will provide a series of events, promotions and campaigns throughout the year, aimed at attracting local residents to shop locally and get the most out of Beckenham as a shopping destination and a social space. Events will be targeted during the quietest periods in the year and also at core bank holidays to help support businesses when trading is most needed. In addition the BID will fund a more extensive annual Christmas lights scheme to the town centre to help attract shoppers.

A warmer welcome

- 3.12 A new team of street ambassadors will be the friendly face of Beckenham town centre. They'll provide advice and directions as well as promote events in the town. They'll report graffiti, vandalism, and other on-street issues ensuring they are dealt with promptly by the authorities. The Street Ambassadors will also provide a vital link between the BID Management Team and the business community. In addition the BID will play a coordinating role in linking various town centre safety initiatives, including the Purple Flag scheme (for the night-time economy).

A stronger business voice for Beckenham

- 3.13 The BID will provide a strong and consistent voice for businesses to the Council and other organisations, ensuring business views, suggestion and observations on town centre issues are listened to and taken in account before major policymaking decisions are made. The BID will commission research focusing on town centre transport and parking issues, measuring impact on local businesses. A joint plan of action will be implemented to ensure parking restrictions are appropriate and that visitors are aware of the best and most cost effective ways of accessing the town centre.

It should be noted that the draft business plan states that, to comply with industry guidelines, it is recommended that overheads (operating costs) be maintained at 20% of expenditure or less. Further information on each of the above themes and the possible activities included is provided as an appendix to the Part 2 committee report on the same subject.

Outline of Penge BID Business Plan

- 3.14 Arising out of the in depth consultation there were 4 work themes which were clearly supported by the businesses, which would be the main thrust of the BID's proposed delivery programme over the 5 year term to March 2023. The below provides a brief description of each theme. Members should note that at time of writing the draft business plan had not been reviewed by the Penge BID Steering group – so the below summary is provisional.

Improving safety and security

- 3.15 The BID will provide a reassuring on-street presence as well as supporting initiatives to reduce crime and anti-social behaviour. A new team of police-accredited Street Rangers, focusing on crime reduction, will not only provide people with advice and directions, and promote events in the town but also help to ensure on-street issues are dealt with efficiently and effectively promptly escalating any crime or anti-social behaviour incidents to the Police as appropriate. They will also be a vital link between the BID Management team and the business community. The BID will fill any gaps in CCTV coverage and look to develop and implement other appropriate retail crime initiatives.

Street Smart

- 3.16 The BID will support projects that improve the cleanliness and tidiness of the on street environment. The BID will aim to provide a reactive fly tipping removal and disposal service exclusively for local business with no callout fees. The BID will work to set up a group recycling and waste disposal scheme for members increasing purchase power and reducing business costs. The BID will provide extra litter bins in areas that frequently suffer from unsightly littering issues. An annual street clean will bring together local businesses, community groups and residents to take action and give the BID area a thorough tidy-up.

Marketing Penge

- 3.17 The BID will aim to enhance the town's online presence with a dedicated website and an intensive social media engagement strategy. The BID will support and promote events in the town centre. By re-establishing the town centre as a vibrant social space, community spirit can be rekindled attracting visitors from a wider catchment area.

Improving parking

- 3.18 The BID will work with Bromley Council and any other appropriate organisations to formulate a local parking strategy to help ensure parking restrictions are fair. The BID will also work with the Council and private car park owners to explore ways to increase awareness of the available parking and on-street restrictions.

As with the Beckenham BID business plan, to comply with industry guidelines, it is expected that overheads (operating costs) for the Penge BID be maintained at 20% of expenditure or less. Further information on each of the above themes and the possible activities included is provided as an appendix to the Part 2 committee report on the same subject.

- 3.19 As both BID Proposers are independent private companies and their plans for the delivery of services are still under consultation with their own members and levy payers – the BID has asked for the full draft Business Plan and 5-year Budget for the period 2018 – 2023 to be kept confidential at this stage. For this reason the full draft documents are provided to Members as an appendix to a report under Part 2 of this agenda.
- 3.20 For the Beckenham BID it has been assumed that there would be a threshold of £5,000 rateable value beneath which businesses within the area would not be subject to a levy and so would not be balloted. The reason for this is that the levy collected from these very small premises will be so low as to make collection uneconomical.

The recommended headline BID Rules for Beckenham BID are:

The levy rate to be paid by each hereditament is to be calculated at 2% of its rateable value as at the Chargeable Day (1 st April in each year).
All hereditaments with a Rateable Value of £5,000 or above will be eligible for payment of the levy. (The number of hereditaments liable for payment of the levy is expected to be 312)
Each year the levy rate will be increased by a fixed rate of inflation of 2% per annum.
The levy will be charged annually in advance for each chargeable period, to be April to March each year. No refunds will be made.
Owners of untenanted buildings would be liable for the levy.

Charitable organisations that are not a retail or leisure trading organisations will pay 80% of the levy
The London Borough of Bromley will be responsible for collection of the levy. The parameters of this responsibility, including collection charges to the BID, are to be set out in the Operating Agreement.

On this basis, a Beckenham BID would have Year 1 levy income of £188k (assuming a collection rate of 98%), increasing by 2% per annum thereafter. This would be sufficient to deliver the programme of improvements and activities which are outlined above, although in common with other BIDs there would be future opportunities to generate additional income (for example through sponsorship, trading and grants).

3.21 For the Penge BID it has been assumed that, as with Beckenham, there would be a threshold of £5,000 rateable value beneath which businesses within the area would not be subject to a levy and so would not be balloted.

The recommended headline BID Rules for Penge BID are:

The levy rate to be paid by each hereditament is to be calculated at 2% of its rateable value as at the Chargeable Day (1 st April in each year).
All hereditaments with a Rateable Value of £5,000 or above will be eligible for payment of the levy. (The number of hereditaments liable for payment of the levy is expected to be 237)
Each year the levy rate will be increased by a fixed rate of inflation of 2% per annum.
The levy will be charged annually in advance for each chargeable period, to be April to March each year. No refunds will be made.
Owners of untenanted buildings would be liable for the levy.
Charitable organisations that are not a retail or leisure trading organisations will pay 80% of the levy
The London Borough of Bromley will be responsible for collection of the levy. The parameters of this responsibility, including collection charges to the BID, are to be set out in the Operating Agreement.

On this basis, a Penge BID would have Year 1 levy income of £122k (assuming a collection rate of 98%), increasing by 2% per annum thereafter. This would be sufficient to deliver the programme of improvements and activities which are outlined above, although in common with other BIDs there would be future opportunities to generate additional income (for example through sponsorship, trading and grants).

Although each town will have their own independent BID companies set up it the recommendation from our consultants is that they share operational elements to reduce costs, such as staff and office space. This, however, would be a decision for the Boards of the new BIDs, which will be independent companies.

Implications of BID establishment

3.22 Based on the proposed BID levy rules above, and barring any significant changes in the rateable values within the BID areas, the total investment which would arise from the Beckenham BID levy will be £940k over the 5 year term and for the Penge BID levy this will be £600k over the 5 year term. This is a significant level of private sector investment to help ensure that both Beckenham and Penge town centres remains competitive within London and the South East. In terms of financial impact on the businesses, although there are a small number of national businesses who will be making a significant contribution to the BID budget, the average annual levy bill in Beckenham will be just under £603 per hereditament and in Penge the average annual levy bill will be just under £517 per hereditament.

It is important to note that for a BID Proposal to be successful at ballot it must meet two key criteria:

a. More than 50% of votes counted must be in favour

AND

b. More than 50% of the rateable value represented by the vote must be in favour

This means that not only must there be more than 50% of the voters voting in favour, but also those businesses with multiple hereditaments or properties with large rateable values support the BID in the ballot. One-to-one engagement is already under way with managers and potential voters at these higher rateable value organisations to understand their needs and requirements for a BID.

3.23 Should the BID ballot be successful, delivery of the activities outlined in the BID Business Plan would be the responsibility of Beckenham BID and Penge BID. Companies Limited by Guarantee will be set up following a successful BID ballot. A board of Directors for these Companies will be drawn from amongst a range of businesses – large and small – within the BID area. A full list of the current BID Steering Group members will be included in the final BID Business Plan. The Council is expected to have non-voting advisory members on the Board – with one Officer and one Councillor playing this role. These arrangements are to be confirmed as part of the Operating Agreement for the BID.

3.24 The Operating Agreement, a draft of which is included as **APPENDIX 1A and 1B**, will govern how the London Borough of Bromley and the proposed BID will cooperate on the operation of the BID – including how the BID levy will be collected and passed across to each of the BID companies. Included with the Operating Agreement is what is known as the Baseline Agreement which defines the services being delivered by the Council within Beckenham and Penge Town Centres which are expected to continue during the BID term. These will remain the responsibility of the Council but the BID may introduce additional services to enhance the existing baseline – for example additional or specialist cleansing patrols. Further information on the legal aspects of the BID set up is provided in the Legal Implications section below.

4. POLICY IMPLICATIONS

4.1 The Beckenham and Penge BIDs fundamental role will be to improve, enhance and promote their respective town centres. Therefore the respective BID Proposals are expected to assist in the Council's ambition to encourage Vibrant Thriving Town Centres. It is therefore recommended that the Council supports the Beckenham and Penge BIDs as the best means of ensuring that these town centres continue to be managed effectively – to enable them to flourish and develop positively into the future, in partnership with the Council.

4.2 The Council's policy of withdrawing Council funded Town Centre Management Services whilst supporting the establishment of BIDs has been the subject of an Equality Impact Assessment (EIA), entitled 'Town Centre proposals and BIDs Development Strategy', undertaken in January 2016 and published on the Council website. The conclusion of the EIA was that the policy has been identified as equality neutral as it will have no adverse impacts on the public or on the businesses based in TCM managed towns or in larger or smaller towncentres in the Borough. This is because the existing Town Centre Management service does not currently offer targeted services aimed at the equalities groups. The establishment of BIDs will improve facilities for both large and small businesses and for all members of the public using Beckenham and Penge Town centres including the equalities groups. Practical experience of BIDs in Bromley and Orpington has shown that they are able to offer a wider range of services to users of their towns than was possible through the Council's Town Centre Management team.

5. FINANCIAL IMPLICATIONS

- 5.1 As part of the Council's statutory duty under the BID Regulations, it has to fund the cost of any BID ballot. For the Beckenham and Penge BIDs, this is estimated to be £5k (£2.5k per town). It is also proposed that the Council meets the one-off set up cost for the BID levy collection system for the BID term, which is expected to be £4.5k for both BIDs. In total the ballot and start-up costs for the Beckenham and Penge BIDs will be £9.5k and this has been earmarked from the £110k allocated from the Growth Fund.
- 5.2 The main revenue implication for the Council over the 5 years of the BID, is the liability to pay the BID levy on Council-occupied hereditaments which are located within the BID area. These are listed below – with their rateable value and likely BID levy charge during the first year of operation. Assuming no changes to the Council's occupation of commercial premises the total potential charge to the Council over the five year period for both towns is expected to be £34.5k. This total includes the levy for the 3 Library hereditaments which will become the responsibility of Greenwich Leisure Ltd as the contractor delivering the library service with effect from 1 November 2017. Should both BIDs be established, a contract variation will be drawn up to increase the contract sum by the BID levy payable.

Table 1 below has details of the levy payable on Council properties within the potential Beckenham BID area, on the basis that £5,000 threshold is applied: -

Council Hereditament	Portfolio	R.V (£)	BID levy in Year One (£)	Estimated 5 year total (£)
Library - Beckenham Road	Environment	41,000	820	4,100
Library - Beckenham Road	Environment	31,750	635	3,175
Car Park - Village Way	Environment	67,500	1,350	6,750
Car Park - Fairfield Road	Environment	26,000	520	2,600
Car Park - St Georges Road	Environment	34,750	695	3,475
Car Park - Dunbar Avenue	Environment	7,000	140	700
Car Park - Lewis House, Beckenham Road	Environment	6,300	126	630
Total		214,300	4,286	21,430

Table 2 below has details of the levy payable on Council properties within the potential Penge BID area, on the basis that £5,000 threshold is applied: -

Council Hereditament	Portfolio	R.V (£)	BID levy in	Estimated 5 year total (£)
Library - Green Lane	Environment	35,250	705	3,525
Public toilets - High Street*	Environment	7,600	152	760
Car Park - Penge East Station	Environment	12,500	250	1,250
Offices - Croydon Road	Resources	75,500	1510	7,550
Total		130,850	2,617	13,085

***NOTE:** The public toilets in Penge High Street are due to go to auction, after which point the Council will no longer be liable for the levy, saving £152 per annum. The totals provided above are therefore a 'worst case scenario'.

- 5.3 The Beckenham BID is expected to generate nearly £188k in the first year of operation and will invest approximately £940k into the town centre in the new 5-year term. The Penge BID is expected to generate nearly £122k in the first year of operation and will invest approximately £610k into the town centre in the new 5-year term. In common with other BIDs there would be future opportunities to generate additional income (for example through sponsorship, trading and grants).
- 5.4 The current controllable budget for Town Centre Management, excluding the BID levy payable for Bromley and Orpington is £153k. Subject to the success of the ballot for the proposed BIDs there would be a potential gross saving of £51k per annum from the TCM revenue fund. This is because there would no longer be a requirement for the Council to fund Town Centre Management activities in Beckenham and Penge after the BID has been established. However, the Council would be liable to pay BID levy of £7k on certain properties, as shown in the tables above, and therefore a net saving of up to £44k per annum could be achieved from 2018/19. This is a lower saving than included in the previous report to Members in July 2016 because a level of staffing would still be required to continue to develop BIDs across the borough.
- 5.5 As a BID can only be established by a secret postal ballot, there is a risk that this will not result in a favourable outcome in one or both towns and in this worst case scenario the potential savings outlined in paragraph 5.4 above would not be realised and the Council's investment in the project would have already been spent or committed. If only one town is successful at ballot this would have an impact on the set up costs for BID levy collection and also the annual fee. These costs are outlined in paragraph 5.1 above.

6. LEGAL IMPLICATIONS

- 6.1 Whilst there is no statutory obligation on the Council to establish BIDS there is a statutory process to follow if the decision is made to promote one. These are set out in the Business Improvement District Regulations (England) 2004. This requires approval of the Council be given for a ballot on the proposed BID and this approval is being sought from the Executive Committee. Through this process the Authority is to satisfy itself that the BID Proposal does not conflict with any Council policies or priorities, has been generated in accordance with the BID Regulations and is within its jurisdiction (i.e. the proposed BID boundary falls wholly within the Local Authority's boundary). These are the only criteria on which a Local Authority can reject an application for a BID ballot or veto the outcome of a ballot.
- 6.2 The two BID companies will be responsible for the delivery of the Beckenham and Penge BIDs, and are the entities that will be formally requesting the Council approval to go to ballot for the 5 year term – from April 2018 to March 2023.

- 6.3 Additionally Council Officers have been working with the BID companies to draft and finalise two legal agreements which are required for the formation of each BID, as follows:
- Operating Agreement – The Operating Agreement covers the arrangements for the billing, collection and payment of the BID levy collected to each BID Company. This will place an obligation on the Council to take certain steps to secure payment of the levy and in the event of failure to follow the specified steps to pay the relevant sums to the BID Companies. A draft version of this Agreement is provided in APPENDIX 1A and 1B
 - Baseline Agreement – The Baseline Agreement forms a Schedule to the Operating Agreement and summarises those statutory and standard non-statutory services provided by the Council which may potentially overlap with services to be provided by the BID. This provides reassurance to the BID companies and their levy payers that the levy income is funding additional services, not those currently being provided. The baseline agreement describes the services provided by the Council at this point in time and will not, save to the extent that any services amount to a statutory requirement, constitute a binding commitment on the Council to continue to provide these in the future. A draft version of the Baseline Agreement is included in APPENDIX 1A and 1B.
- 6.4 Should there be a requirement for the BID Companies to take up any other services from the Council, then Legal will draft a further agreement for any additional services which the Council may provide.

7. PERSONNEL IMPLICATIONS

- 7.1 Depending upon the outcome of the BID Ballot any staffing implications arising from the establishment of the BID would be dealt with in accordance with the Council's Managing Change procedures. Staff and their representatives would be fully consulted.

Non-Applicable Sections:	None
Background Documents: (Access via Contact Officer)	BUSINESS IMPROVEMENT DISTRICT STRATEGY FOR TOWN CENTRES (Report No. DRR16/050)

DATED

2017

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BROMLEY

AND

BECKENHAM BID LIMITED

OPERATING AGREEMENT FOR A BUSINESS IMPROVEMENT DISTRICT IN
BECKENHAM

Contents

- 1 Definitions
- 2 Statutory Authorities
- 3 Commencement
- 4 Setting the BID Levy
- 5 BID Revenue Account
- 6 Payment of the Council's Administrative Expenses
- 7 Collecting the BID Levy
- 8 Procedures available to the Council for the enforcing payment of the
BID Levy
- 9 Enforcement mechanisms for the non-collection of the BID Levy by
the Council
- 10 Payment of the BID Levy to the BID Company
- 11 Accounting Procedures and Monitoring
- 12 Termination
- 13 Confidentiality
- 14 Notices
- 15 Miscellaneous
- 16 Exercise of the Council's powers
- 17 Contracts (Rights of Third Parties)
- 18 Law and Dispute Resolution
- 19 Freedom of Information

SCHEDULE 1: BASELINE AGREEMENT

SCHEDULE 2: BID LEVY RULES

THIS DEED is made the _____ day of _____ 2017

BETWEEN

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BROMLEY of Civic Centre, Stockwell Close, Bromley BR1 3UH (the "Council"); and
- (2) **BECKENHAM BID LIMITED** (the "BID Company") registered as company limited by guarantee in England with number [NUMBER] whose registered office is at [ADDRESS]

RECITALS

- A. The Council is the billing authority for the purposes of the Local Government Act 2003 and is responsible for the imposition, collection, recovery and application of the BID Levy and administering the BID Revenue Account which shall be used towards the operation of the BID within the area in the local authority and the funding of the BID Arrangements
- B. The BID Company is responsible for the operation of the BID and for using the BID Levy for the purposes of achieving the objectives and aspirations set out in the BID Arrangements
- C. Both parties wish to confirm the arrangements by which the BID Levy shall be collected, together with general arrangements as to the relationship to be established between the Council and the BID Company for the duration of the BID.
- D. The purpose of this agreement is to:
- Establish the procedure for setting the BID Levy
 - Confirm the basis upon which the Council or its agents 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 the transfer of the BID Levy
 - Provide for the monitoring and review of the collection of the BID Levy
 - Confirm the manner in which the Council's expenses incurred in collecting the BID Levy shall be paid.

IT IS HEREBY AGREED:

1. Definitions

Administrative Expenses means costs incurred by the Council and/or its agents in the imposition, administration, collection and recovery of the BID Levy and all reasonable costs incurred by the Council arising out of compliance with its obligations under this agreement and the Regulations during each year of the duration of this agreement.

the Annual Report means a report to be prepared by the Council or its agent which details the following:

- (i) the total amount of the BID Levy collected during the relevant Financial Year;
- (ii) details of the success rates for the collection of the BID Levy;
- (iii) the Council's proposals (if any) to help improve its efficiency in the collection and enforcement of the BID Levy;
- (iv) details of those BID Levy Payers who have paid the BID Levy and those who have not paid the BID Levy; and
- (v) the Council's proposals for bad or doubtful debts

Bad or Doubtful Debts for the purposes of this agreement means any unpaid BID Levy in respect of which the Council has sought recovery in accordance with clause 8.3 of this agreement and that BID Levy remains unpaid.

the BID has the meaning given in the Regulations that is the Business Improvement District and is that area within which the BID operates as edged red on the plan attached to this Agreement in Schedule 1.

BID Area means the area within which the BID operates as edged red on the plan attached to this Agreement in Appendix 2A

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

BID Business Plan means the Beckenham BID Business Plan 2018-2023

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

- (i) The total income and expenditure of the BID Levy;
- (ii) Other income and expenditure of the BID Company not being the BID Levy;
- (iii) A statement of actual and pending deficits; and
- (iv) The various initiatives and scheme upon which the BID Levy has been expended by the BID Company

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 who are liable for paying the BID Levy

BID Levy Rules means the rules set out in the BID Proposals, which defines how the BID Levy will be calculated, details of Exempt or Discounted Properties and other requirements related to the BID Levy. For the sake of clarity these have been set out in Schedule 3 of this Agreement.

BID Proposals has the same meaning as in the Regulations

BID Revenue Account means the account to be set up in accordance with Regulation 14 of the Regulations

BID Term means 1st April 2018 – 31st March 2023

BID Financial Year means the period from 1 April to 31 March

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

Chargeable Day means any one of the following days

- 1 April 2018
- 1 April 2019
- 1 April 2020
- 1 April 2021
- 1 April 2022

Commencement Date is the date of signing of this Agreement.

Contributors means the BID Levy Payers or other Contributors making voluntary contributions or funds available to the BID Company.

Demand Notice shall have the same meaning given in paragraph 3 of Schedule 4 of the Regulations

District Auditors Costs means the sum charged by an auditor appointed by the Audit Commission or any successor in carrying out an audit of the BID Revenue Account

Enforcement Expenses means the costs which are incurred by the Council in obtaining Liability Orders and Summons and all associated administrative expenses which may be incurred in recovering unpaid BID, including Bailiff charges.

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 visa versa):

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

the Exceptions means the circumstances in which the Council shall not be required to seek to enforce payment of the BID Levy where a BID Levy Payer has failed to make payment pursuant to a Demand Notice. The exceptions shall be as agreed by the parties from time to time.

Exempt or Discounted Properties means that class, or classes of, property as identified in the BID Levy Rules which shall be either exempt from any requirement to pay the BID Levy or are permitted a discount on the BID Levy.

Heredity shall have the same meaning as defined in the Regulations

Heredity Start Date means the date when the amendment to the Valuation List takes effect

Liability Order has the meaning given in the Regulations

Maximum Amount For any particular Financial Year means the amount of BID Levy for which Demand Notices are issued (excluding replacement or amended Demand Notices)

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); the group is to consist of representatives of the Council and the BID Company

NNDR means National Non-Domestic Rates under the Local Government Finance Act 1988

NNDR Payer means the person or organisation who has a liability to pay the non-domestic rate

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

the Levy Payers Meeting means the meeting to be held of all BID Levy Payers pursuant to a Notice issued under clause 12

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).

Revaluation The revaluation of the rateable values of all business and non-domestic property in England and Wales which takes place from time to time.

Single Instalment Due Date means the date by which the BID Levy as set out in the Demand Notice must be paid

Sum(s) Unpaid means the amount of the BID Levy which is unpaid after the Single Instalment Due Date.

Summons means the process issued in the Magistrates' Court upon Complaint by the Council or by the County Court upon application by the Council regarding unpaid BID Levy

Valuation List means a list of all NNDR properties in the local authority area

Valuation Officer means the person appointed by the Commissioners of the Inland Revenue to compile and maintain the Valuation List

Winding Up means an order pursuant to s125 of the Insolvency Act 1986

Write Off means a decision by the Council that an unpaid BID Levy will not be recovered.

Working Day means any day of the week other than a Saturday, a Sunday or a Bank Holiday

Data Processor shall have the same meaning as set out in the Data Protection Act 1998.

Data Protection Legislation the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

Personal Data: shall have the same meaning as set out in the Data Protection Act 1998.

Staff means all (if any) persons employed by the BID to perform its obligations under the agreement together with the BID's servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under the agreement.

2. Statutory Authorities

2.1. This Agreement is made pursuant to Section 2 and Part IV of the Local Government Act 2003 and Section 111 of the Local Government Act 1972 and all other enabling powers.

3. Commencement

3.1. This Agreement shall be effective from the Commencement Date and in any event shall determine and cease to be of any further effect in the event that:

3.1.1. The BID Term expires.

3.1.2. Either party exercises its discretion to terminate the BID Arrangements in exercise of powers under Clause 12.

4. Setting the BID Levy

4.1. As soon as possible after the Commencement of this agreement the Council shall:

(i) calculate the BID Levy in accordance with the Regulations and the BID Levy Rules.

(ii) Confirm in writing to the BID Company the BID Levy payable annually by each BID Levy Payer.

5. The BID Revenue Account

5.1. Pursuant to Clause 47 of the Local Government Act 2003, the Council shall establish a BID Revenue Account by the start of the BID Term.

6. Payments of the Council's Administrative Expenses

6.1. The Council shall invoice the BID Company in advance for the administrative charges as set out below. This will be done on an annual basis at the start of each BID Year. The invoice shall provide the BID Company with a breakdown of the costs incurred including VAT.

6.2. The expected annual administrative charges will include the following:

(i) Cost of collection of BID levy based upon circa 312 bills raised will be up to £7,120

(ii) Annual accountancy and management fee of up to £600

6.3. These charges will be adjusted on an annual basis at a rate equal to RPIX.

7. Collecting the BID Levy

7.1. The Council shall use all reasonable endeavours to collect the BID Levy on the Chargeable Day and thereafter on an annual basis throughout the BID Term in a manner consistent with its usual

procedures for the collection of non-domestic rates and in accordance with the procedure set out in Schedule 4 of the Regulations.

- 7.2. Pursuant to clause 7.1 the Council shall serve a Demand Notice or Amended Demand Notice on each BID Levy Payer and thereafter shall continue to calculate the BID Levy and serve the Demand Notices throughout the BID Term.
- 7.3. It is the responsibility of the Council to ensure that the BID Levy Rules are applied accurately.
- 7.4. The Council shall maintain a list that identifies payment and/or non-payment of the BID Levy that shall be made available to the BID Company at intervals of not less than once a quarter.
- 7.5. The Council shall liaise with the BID Company in carrying out an annual review of each Hereditament within the BID Area and in the event of any change in the occupier of each Hereditament or the merger or division of a Hereditament (or provision of an additional Hereditament) shall serve an updated list of BID Levy Payers upon the BID Company. Such changes will be reflected in the next annual calculation of the BID Levy and subsequent Demand Notices.
- 7.6. The BID Company shall be responsible for reviewing any appeals received against the payment of the BID Levy and the application of the BID Levy Rules.
- 7.7. Notwithstanding clauses 7.4 and 7.5 information provided to the BID Company pursuant to clauses 7.4 and 7.5 shall not include the provision of any Personal Data other than that which the Council may provide pursuant to the Regulations

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

- 8.1. In the event that the BID Levy is not paid in full within fourteen days from the Chargeable Day, then (subject to the Exceptions or as may otherwise be agreed by the parties) the Council shall, at no cost to the BID Company, serve up to two reminder notices ('Reminder Notices') on the defaulting BID Levy Payer, each of which shall:
 - (i) identify the sum payable;
 - (ii) provide a further 14 (fourteen) days for payment to be made; and
 - (iii) confirm the Council may thereafter make an application to the Magistrates Court for a Liability Order to recover the unpaid sum (together with costs).
- 8.2. In the event that the BID Levy is not paid in full within 14 (fourteen) days of the service of the 2nd Reminder Notice in accordance with clause 8.1, then the Council shall immediately inform the BID

Company of such further failure to pay (subject to the Exceptions). The Council will consider any comments made by the BID Company before deciding whether to make an application to the Magistrates Court for a Liability Order. The Council will normally then 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 by the Non-Domestic Rating (Collection and Enforcement) (Local Lists) Regulations 1989, as amended. The Council will bear the cost of any application for summons and will recover these costs from the revenue generated through any such action.

8.3. In the event that the BID Company requests that the Council does not undertake the full range of recovery action against a defaulting BID Levy Payer (as outlined in 8.1 and 8.2) the Council may write off the outstanding Bad or Doubtful Debt. Should any outstanding Enforcement Expenses remain unrecovered due to a request for the cancellation of recovery action by the BID Company, the Council will recover these costs from the BID Company.

8.4. In the event that, after all recovery action has taken place, any portion of the BID Levy is still unrecovered, the remaining Bad or Doubtful Debt may be written off. Any related Enforcement Expenses which remain unrecovered will be chargeable to the BID Company.

8.5. Where payments become due to the Council pursuant to clause 8.3 and 8.4, the Council must provide an account of the proposed charges to the BID Company. The Council will provide a VAT invoice to the BID Company to request payment of these charges.

9. Refunds on the BID Levy

9.1 Refunds will be payable by the Council on the BID Levy in the event of the over payment of the Levy by a BID Levy payer. Examples of reasons for over payment include:

9.1.1 Payment of same Levy bill more than once in error

9.1.2 Where, subsequent to payment, the Valuation Office Agency (VOA) reviews a hereditament and reduces the Rateable Value (RV), and backdates this change to before the billing date. This may result in a reduced BID levy liability or (where new RV is below the BID Levy threshold) a removal of the affected hereditament from BID Levy billing altogether.

9.1.3 Were hereditaments within the BID are split or merged prior to the chargeable day, and one or more of the properties are removed from the ratings list, but the Levy bill related to these removed properties has already been paid.

9.2. In the event that refunds become due to a Levy Payer on the basis of the reason set out in 9.1 these shall be payable only upon receipt of a written request from the Levy Payer, or their agents.

9.3. The amounts paid out during financial years 1 to 4 will be deducted from the BID Levy Account – and the payments made to the BID Company will be net of these refunds.

9.4. In final year of the BID Term, the Council will retain up to £5,000 from the BID Revenue Account to be held against the possible need to pay levy refunds after the end of the BID term. This will be paid to the BID Company upon completion of a successful renewal ballot.

10. Payment of the BID Levy to the BID Company

10.1. The Council shall pay to the BID Company in accordance with the Regulations:

- i. For the first three quarters in each BID Year (starting 1 April, 1 July and 1 Oct) 25% of the invoiced debt less any repayments to BID Levy Payers under clause 9 of this agreement.
- ii. On 1st January, an interim final payment of further balance collected less any repayments to BID Levy Payers under clause 9 of this agreement.
- iii. By 31st March a final payment of balance collected less any repayments to BID Levy Payers under clause 9 of this agreement.
- iv. At the end of the 2nd year of the BID Term, the Council will make known to the BID Company the number of accounts and amount of Levy still in arrears from the 1st year of the BID Term, and will request agreement of the BID Company for write off of all of these aged debts (except where ongoing discretionary payment arrangements are in place). Where the BID Company request further reconciliation for any of the debts incurred during this year, the Council reserves the right to levy an administration charge to cover staffing which may be required to administer these aged debts during the 3rd and subsequent years. The same procedure will be in place at the end of the 3rd year (in respect of the 2nd year accounts), at the end of the 4th year (in respect of the 3rd year accounts) and so on until the final year of the BID term. In each case, where the BID requests continued chasing and administration of aged debts, the Council will estimate the likely additional staff time required and levy a separate administration charge on the BID Company (the amount to be agreed between the parties).

The following worked example seeks to clarify this clause:

- Assuming the start date of the BID term is 1 April 2018, at the end of the financial year 2019/20 (year 2) the Council will reconcile all the BID monies from bills related to the financial

years 2019/20 and 2020/21 (net of refunds). However, unless requested to by the BID Company, arrears outstanding on bills raised for the 2018/19 financial year will no longer be pursued or reconciled during 2020/21 (year 3) or subsequent years.

- 10.2. The BID Company shall issue to the Council a VAT invoice for the payment of the BID Levy income upon advice from the Council of the amount due.
- 10.3. The BID Company shall provide the Council with details of its own bank account into which the BID Levy shall be transferred electronically
- 10.4. In the event that a BID Levy Payer is entitled to a repayment of a BID Levy pursuant to paragraph 8(4) of Schedule 4 of the Regulations and in the event that the Council has paid such BID Levy to the BID Company including all of the contingency relating to that BID Levy the Council shall request such repayment sum from the BID Company and the BID Company shall pay the repayment sum to the Council by way of reduction in the quarterly payments, as scheduled in 10.1, and the Council shall thereafter repay the repayment sum to the BID Levy Payer.
- 10.5. The BID Company may only spend the BID Levy in accordance with the BID Proposals; except that if the BID is varied then from the date of the variation takes effect the BID Company may only spend the BID Levy in accordance with the varied BID Proposals.
- 10.6. In the event of an overpayment by the Council to the BID Company, the Council will subtract the owed amount from the next scheduled payment of the BID Levy. In the event that the overpayment falls due after the Council has paid the last quarterly payment within the BID Term, the BID Company shall reimburse the Council forthwith unless the amount is less than £1,000.

11. Accounting Procedures and Monitoring

- 11.1. In addition to the information outlined in clauses 7.4 and 7.5, every quarter during the BID Term, the Council shall provide the BID Company with a breakdown of:
 - (i) the amount of the BID Levy for each individual BID Levy Payer
 - (ii) the BID Levy collected in relation to each BID Levy Payer
 - (iii) details, together with the outstanding unpaid sum) of those BID Levy Payers who have not paid the BID Levy during the course of that month,

PROVIDED THAT this clause shall not apply to the provision of any Personal Data other than that which the Council may provide pursuant to the Regulations

- 11.2. The BID Company shall request information from the Council that it considers relevant to their business and the Council shall consider disclosure and shall not unreasonably withhold such information.
- 11.3. Upon the expiry of the sixth month of the BID Term and every 6 (six) months thereafter (for the duration of the BID Term) the BID Company shall provide the Council in respect of those 6 (six) month periods with:
 - (i) the amount received by the BID Company from Contributors and BID Levy Payers;
 - (ii) the total expenditure of the BID Company.
- 11.4. Within 1 (one) month from the start of the BID Term, the parties shall set up the Monitoring Group.
- 11.5. The Monitoring Group shall meet no less than quarterly in any one BID Year.
- 11.6. At each meeting, the Monitoring Group shall:
 - (i) Review the effectiveness of the collection and enforcement of the BID Levy; and
 - (ii) review and assess the information provided by the parties regarding the progress being made in achieving the aims set out in the BID Business Plan.
- 11.7. Within 1 (one) month after the date of the end of the Financial Year, the Council shall provide the Annual Report to the BID Company
- 11.8. The BID Company shall provide the BID Company Report to the Council two weeks prior to the Annual General Meeting of the BID Directors and Members.
- 11.9. The Council will provide at least one, and no more than two, representatives to the Board of the BID Company. The Council representatives will be non-voting advisory members of the Board.
- 11.10. Within 60 days of a successful ballot to establish the BID, the BID Company and the Council will enter into a Service Level Agreement which will define in more detail matters related to collection and enforcement of the levy and any other details related to the operation of the BID including staffing and accommodation arrangements, as required.

12. Termination

12.1. In the event that either Party is of the opinion:

- (i) they are unable to due to a cause beyond their control to provide the works or services secured as part of the BID arrangements: or
- (ii) they believe that there are insufficient finances available to the BID Company to meet its liabilities for the purposes of any BID Arrangements; or
- (iii) the works or services under the BID Arrangements are no longer required;

then they shall serve a Levy Payers Meeting Notice on the other Party and the BID Levy Payers and the meeting shall take place no later than 14 days after service of that Notice.

12.2. The Levy Payers Meeting Notice shall contain the agenda for the meeting which shall be limited to the following items:

- (i) a review by all present of the inadequacy of works or services that can be done, why they cannot be done and whether those works and services are so fundamental that the BID cannot continue; and
- (ii) whether other works or services will be an acceptable alternative to the BID Company; and
- (iii) the financial position and whether there are sufficient funds to continue as well as whether additional funds can be raised; and
- (iv) a time scale (if appropriate) within which these issues can be resolved.

12.3. In the event that those present at the meeting cannot resolve the issue, then the Party calling the meeting shall table a motion that the BID be wound up no sooner than 28 days after such a resolution is passed by a simple majority of those present and entitled to vote.

12.4 In the event of termination of the BID Arrangements the Council shall forthwith review whether there is any credit standing to the account of the BID Revenue Account. If there is sufficient credit to pay to each of the BID Levy Payers not less than £5 (after deduction of any outstanding administrative costs to include the costs of winding up), the Council shall:

- (i) calculate the amount to be refunded to each BID Levy Payer, and
- (ii) ensure that the amount to be refunded is calculated by reference to the contribution of that Levy Payer for the last full chargeable period, and
- (iii) arrange for the amount to be set against outstanding liabilities of that BID Levy Payer (if any), and

- (iv) refund the net amount to the BID Levy Payer.

12.5 Upon termination of the BID Arrangements for any reason, the BID Company shall forthwith notify the Council of such termination in accordance with Regulation 18(5) and the Council will notify the BID Levy Payers in accordance with Regulation 18(6). The Council will simultaneously advise the BID Levy Payers as to the repayment of any part of the BID Levy in accordance with clause 12.4

13. Confidentiality

13.1 Subject to Clause 19 below the parties shall 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 any third parties which it shall have obtained or received as a result of operating the BID. This obligation shall survive the termination or lapse of the BID Arrangements.

14. Notices

14.1 Any Notice or other written communication to be served or given to or upon any party to this Agreement or 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

- (i) delivery to the Director of Environment & Community Services, London Borough of Bromley at the address specified above
- (ii) delivery to the Directors at the BID Company's address specified above
- (iii) first class post
- (iv) Electronic Communication (provided that it is in legible form and is capable of being used for subsequent reference) to such addresses which shall require a confirmed read receipt, save that no court proceedings arising from this contract may be served electronically.

14.3 Any notice served shall be deemed to have been validly served or given at the time any ordinary business would have received such post.

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 heading 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 signed and delivered.
- 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 a 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

- 16.1 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, bye-laws, statutory instruments, orders and regulations in the exercise of its functions as a local authority.

17. Contracts (Rights of Third Parties)

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

18. Law and Dispute Resolution

- 18.1. The Agreement is made under and shall be construed by reference to English Law.
- 18.2. Should any dispute arise between the Parties, it shall first be referred to a Director of the Council and to the Directors of the BID and they shall use their best endeavours to resolve the issue by negotiation.
- 18.3. If they are unable to resolve the dispute within 28 days of the referral, then the Parties shall appoint a Mediator. If the Parties cannot agree on the identity of as Mediator, then they shall apply to the Centre for Effective Dispute Resolution ("CEDR") to make such an appointment.
- 18.4. Within 14 days of the appointment of a Mediator, the Parties representatives shall meet together with the Mediator to agree a programme for the conduct of the mediation, including (but not limited

to) a timetable, exchange of documents and the structure for meetings as well as the costs of the mediation.

- 18.5. All proceedings of the mediation shall be held in strict confidence and shall be Without Prejudice to any future proceedings that may become necessary.
- 18.6. Nothing in this mediation procedure shall prevent either Party from seeking from a Court of competent jurisdiction an interim order to the other Party either preventing or compelling the commission of some act.
- 18.7. If the Parties reach an agreed resolution of the dispute in the mediation, that agreement shall be reduced to writing, signed by representatives of both Parties and shall be binding on both Parties.
- 18.8. If the mediation fails to achieve an agreed resolution, then the Parties hereby irrevocably agree that the dispute shall be referred to the English Courts.
- 18.9. The performance of all services shall continue during the mediation process

19. Freedom of Information

- 19.1 The BID Company acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and shall assist and cooperate with the Council (at the BID Company's expense) to enable the Council to comply with its disclosure requirements and the Council shall notify the BID Company of any such requests.
- 19.2 The Council may determine in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of FOIA or is to be disclosed in response to a request for information, and for the avoidance of doubt where the Council has received a request under the FOIA and it has notified the BID Company of the request, in no event shall the BID Company respond directly to a request for information connected with such a request to the Council unless expressly authorised to do so by the Council.
- 19.3 The BID Company acknowledges that the Council may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA, be obliged under FOIA to disclose information following consultation with the BID Company and having taken its views into account.
- 19.4 The BID Company shall ensure that all information produced in the course of or relating to this Agreement is retained for disclosure and

shall permit the Council to inspect such records as requested from time to time.

- 19.5 The BID Company acknowledges that any lists of confidential information provided by it are of indicative value only and that the Council may nevertheless be obliged to disclose confidential information in accordance with this clause.
- 19.6 The obligations set out in clause 19 of this Agreement shall survive the termination or lapse of the BID Arrangements

20. Data Protection

- 20.1 The BID shall (and shall procure that any of its Staff involved in the provision of the agreement) comply with any notification requirements under the Data Protection Legislation and both parties will duly observe all their obligations under the Data Protection Legislation, which arise in connection with this Agreement.
- 20.2 Notwithstanding the general obligation in clause 20.1, where the BID is processing Personal Data as a Data Processor for the Council, the BID shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the Data Protection Act 1998; and
- (a) provide the Council with such information as the Council may reasonably require to satisfy itself that the BID is complying with its obligations under the Data Protection Legislation;
 - (b) promptly notify the Council of any breach of the security measures required to be put in place pursuant to clause 20.2; and
 - (c) ensure it does not knowingly or negligently do or omit to do anything which places the Council in breach of the Council's obligations under the Data Protection Legislation.
- 20.3 The provisions of this clause shall apply during the continuance of the agreement and indefinitely after its expiry or termination.

21 BID Baseline Agreement

- 21.1 The Council agrees to carry out the services contained in the BID Baseline Agreement, set out in Schedule 2.

In witness whereof this Agreement has been executed by the parties hereto as a Deed and delivered on the day and year first before written

Executed as a Deed by affixing the Common Seal of The Mayor and Burgesses of the London Borough of Bromley in the presence of:

Mayor/Councillor

Director of Corporate Services/Senior Solicitor

Executed as a Deed by **Beckenham** BID Limited
In the presence of

Director

Director/Company Secretary

SCHEDULE 1: BASELINE AGREEMENT

The London Borough of Bromley delivers the following services within the BID area where the BID intends to provide additional services.

The London Borough of Bromley will endeavour to continue to deliver the following services within the BID area. Where any of the listed services are planned to be reduced or discontinued, the Council agrees not to reduce provision of its services disproportionately, compared to any changes made elsewhere within the Borough for the duration of the BID term.

Baseline activity: Highways Management (High Street Area)
Responsible authority: London Borough of Bromley
Head of Service: Garry Warner

<p>Current level of service provided including aim of service, and frequency of service provision</p>	<ul style="list-style-type: none"> • Maintain public highway areas to remain fit for purpose. This includes statutory highway safety inspections, condition surveys, recording of defects and complete repairs to maintain public safety, including emergency repairs within and outside normal working hours. • Street lighting maintenance. • Highways and street lighting term contracts are available as required both for reactive and planned maintenance. • Technical surveys of all lamp columns to assess structural integrity and electrical function. Night surveys to assess defective lighting. • Routine maintenance of signs, lines and highway drainage assets. • Enabling and managing parking provision and control including taxi ranks, disabled parking. • Winter maintenance operations include treatment to prevent ice from forming and clearance of snow from pre-defined priority routes
<p>Specification</p>	<ul style="list-style-type: none"> • Defect repairs undertaken within investigatory levels of the Highways Code of Practice. • Frequency of highway safety inspections align with Highways Code of Practice. • Management of Public Utility Street Works within the framework of the Traffic Management Act 2004 and the New Roads and Street Works Act.
<p>Performance Measure</p>	<p>Service measured by:</p> <ul style="list-style-type: none"> • Regular inspections, compliance with completion times of works, quality of repairs • Response to customer enquiries • Contractors' key performance indicators.
<p>Non-compliance procedure</p>	<ul style="list-style-type: none"> • Contractor may be required to re-do work. • Corrective actions/training with contractors/staff. • Financial penalties issued to the contractor. • Managed through Contract Meetings.
<p>Future level of service provision</p>	<ul style="list-style-type: none"> • Maintenance of the highways structure and fabric as well as street furniture to existing standards. • Current service provision for reactive repairs provided through a contract valid until March 2019.
<p>Other relevant information</p>	<p>There are no plans to reduce or increase current level of service.</p>

Baseline Activity: Street Cleansing (High Street Area)
Responsible Authority: London Borough of Bromley
Responsible Officer: John Bosley

<p>Current level of service provided including aim of service, and frequency of service provision</p>	<ul style="list-style-type: none"> • Routine schedules of daily-street cleaning provided between normal working hours 06:00 and 22:00 hours, utilising both mechanical and manual cleaning operations. • Litterbin emptying once or more per day, and washed (internal and external) three times per year. • Graffiti removal service including proactive and reactive removal from street furniture and private buildings that are on, or are within 50metres of, a street boundary regardless of whether it is on property that is in public or private ownership. • Provision of an urgent or emergency response service for cleaning related matters, during the normally permitted working hours as stated. • Tasks which constitute provision of additional plant and labour, during the normally permitted working hours, in support of voluntary groups and other organisations engaged in “one-off clean-ups” for environmental or charitable purposes. • Street works co-ordination and approval for maintenance activities, and licencing of temporary structures on highways including, scaffolding, skips, banners and other structures. • Manage rising bollards for controlling access to and from the High Street. • Signage preventing cycling in the pedestrianised area.
<p>Specification</p>	<ul style="list-style-type: none"> • The minimum quality standard of cleanliness which the Contractor shall deliver through each routine scheduled activity shall be commensurate with Grade A as defined in the Code of Practice on Litter & Refuse 2006 (EPA 1990). Any fly-tipping, fly-posting and materials on the highway shall be removed as part of the scheduled activity for cleansing of the street. The contractor shall maintain the standard of cleanliness from immediately after completion of the first scheduled daily cleanse until 22:00 hours, on each day of the week including Public Holidays (excl. Christmas Day). Completion of the first scheduled cleanse shall be 8:00 hours. • The standard of cleanliness shall not be allowed to fall to Grade B (as defined in the CoP on Litter & Refuse) for more than two hours thereafter before restoring to Grade A. If the cleanliness falls to Grade C or below, at any time during normal working hours, the area shall be restored to Grade A within one hour. • Removal of unwanted vegetation. • Standard of graffiti removal set as 95% completion of all reactive works within two working days. Racist or offensive graffiti shall be removed within two hours or any period instructed between two hours and 24 hours. • Removing debris following road accidents including the provision of sand and or oil dispersants as required to ensure the cleanliness and safety of the affected area; • Removing all fly-posting including commercial advertising signs and fixing materials from any street furniture.
<p>Performance Measures</p>	<p>Service measured by:</p> <ul style="list-style-type: none"> • Regular inspections, compliance with completion times of works, quality of cleaning. • Response to customer enquiries • Contractors’ key performance indicators.

Non-Compliance procedures	<ul style="list-style-type: none"> • Contractor may be required to re-do work. • Corrective actions/training with contractors/staff. • Financial penalties issued to the contractor. • Managed through Contract Meetings.
Future level of service provision	<ul style="list-style-type: none"> • Cleansing standards of the highways as well as street furniture to existing standards. • Street washing would be an enhanced additional service requirement. • Current service provision provided through a contract valid until March 2019.
Other relevant information	There are no plans to reduce or increase current level of service.

Baseline Activity: Regulatory Services
Responsible Authority: London Borough of Bromley
Responsible Officer: Paul Lehane Head of Food, Safety & Licensing
 Robert Vale Head of Trading Standards

Service provided, number of staff & equipment	<p>Regulatory Services</p> <p>The Council's Public Protection Division offer a statutory minimum service focusing on enforcement and significant complaint investigation with limited provision of support and advice to the local business community. These services are offered across the borough and include the following:</p> <ul style="list-style-type: none"> • Licensing • Food Safety , Food Standards & Infectious disease • Health & Safety • Trading Standards • Environmental Protection <p>Officers undertake work in accordance with risk based inspection programmes as well as using complaint and other information to prioritise service delivery in an increasingly intelligence-led approach, which targets resources to the highest risk activities. Advice services for consumers in respect of Trading Standards matters is provided via a national call centre operated by the Citizens Advice Bureau.</p> <p>Officers work extensively with partners including the Police, Community Safety Teams and other internal and external partners to collectively tackle issues affecting crime and disorder, anti-social behaviour and other matters relating to the overall aims of the Council</p> <p>The Council has published policies relating to the licensing of alcohol/regulated entertainment and late night refreshment (Licensing Act 2003) and Gambling premises (Gambling Act 2005).</p>
Specification	<ul style="list-style-type: none"> • Statutory and other nationally agreed frameworks for risk based inspection programmes • Regulatory Services service delivery in accordance within statutory framework • Relevant involvement in Local / Regional / National intelligence led project work • Investigations undertaken in accordance with the published Enforcement Policy

Future level of service provision	<ul style="list-style-type: none"> • Service provision will continue to be undertaken within the statutory framework and other nationally agreed frameworks • Local and national regulatory priorities will dictate priority service delivery
Performance Measures	<ul style="list-style-type: none"> • Compliance with risk based inspection programmes • Response to customer complaints / requests for service • Complaint investigations compliance with Enforcement Policy
Non Compliance procedures	<ul style="list-style-type: none"> • Regular performance monitoring • Flexible approach to targeting resources to priority work areas
Boundary area	<ul style="list-style-type: none"> • London Borough of Bromley

Baseline Activity: CCTV
Responsible Authority: London Borough of Bromley
Responsible Officer: William Ogg, CCTV Manager

Service provided, number of staff & equipment	<ul style="list-style-type: none"> • 12 fully functioning digital CCTV cameras covering Beckenham Town Centre BID area, operational 24 hours a day 7 days a week. The Council may add, remove or reposition cameras within the BID area at its own discretion. • 2 full time staff monitoring all the CCTV cameras in the borough 24 hours a day, seven days a week. Plus one CCTV Supervisor, who is also a trained operator, working 8am – 5pm 5 days a week. • CCTV staff also monitor the Town Centre Shop Safe Radios and the Police Radio.
Specification	<ul style="list-style-type: none"> • The cameras are used for monitoring and recording incidents of crime and disorder as well as for moving traffic and parking offences. • Governed and protected by the Data Protection Act 1998 and the Operating Guidelines issued by the Information Commissioner. Recorded images can only be released to those legally entitled to them. All recordings are kept for a period of 31 days. Documentation detailing CCTV recorded incidents is archived for a period of 3 years.
Future level of service provision	<ul style="list-style-type: none"> • Current service provision provided through a contract valid until 31 March 2019.
Performance Measures	<p>Service measured by:</p> <ul style="list-style-type: none"> • Contractors' key performance indicators.

Non Compliance procedures	<ul style="list-style-type: none"> • Regular performance monitoring • Managed through Contract meetings
Boundary area	<ul style="list-style-type: none"> • London Borough of Bromley

Baseline Activity: **Grounds Maintenance**
Responsible Authority: **London Borough of Bromley**
Responsible Officer: **Robert Schembri**

Current level of service provided including aim of service, and frequency of service provision	<ul style="list-style-type: none"> • Grounds Maintenance Routine schedules of grass cutting and floral display maintenance working hours 07:00 and 4pm.. • <u>Hanging baskets</u> Beckenham High Street Summer provision - 30 hanging baskets Winter provision – 30 hanging baskets Beckenham Green Summer provision – 16 hanging baskets Winter provision – 16 hanging baskets Beckenham Road Clockhouse Summer provision – 6 hanging baskets
Specification	<ul style="list-style-type: none"> • Hanging basket to be watered to ensure that the plants are in good conditions • Maintain parks & greenspace areas within the contract specification including grass cutting, floral bedding areas, shrub areas, bin emptying, litter picking and collection and path cleaning
Performance Measures	Service measured by: <ul style="list-style-type: none"> • Regular inspections to monitor quality. • Response to customer enquiries • Contractors' key performance indicators.
Non-Compliance procedures	<ul style="list-style-type: none"> • Contractor may be required to re-do work. • Corrective actions/training with contractors/staff. • Financial penalties issued to the contractor. • Managed through Contract Meetings.
Future level of service provision	<ul style="list-style-type: none"> • Current service provision provided through a contract valid until 31 March 2019.

Baseline activity: **Parking Enforcement and Car Park Management**
Responsible authority: **London Borough of Bromley**
Head of Service: **Ben Stephens**

Current level of service provided including aim of service, and frequency of service provision	<ul style="list-style-type: none"> • To achieve compliance of parking restrictions by the enforcement of on street parking restrictions and off street council car parks. • Managing bay suspensions and parking dispensations, including processing applications and erecting signs. • Car park maintenance, including cleaning, repairing pot holes, height barriers, safety barriers. • Salting, gritting and snow clearance in council car parks. • Management and repair of pay and display machines.
---	---

	<ul style="list-style-type: none"> • Processing parking permits and visitors voucher applications. • Cashless parking provision. • Enforcement of Blue Badge misuse.
Specification	<ul style="list-style-type: none"> • Enforcement carried out within the framework of the Traffic Management Act 2004 and associated legislation. • Cleaning of car parks as defined in the Code of Practice on Litter and Refuse issued under section 89(7) of the Environmental Protection Act 1990.
Performance Measure	<ul style="list-style-type: none"> • Various key performance indicators on contracted levels of performance.
Non-compliance procedure	<ul style="list-style-type: none"> • Corrective actions/training with contractors/staff. • Financial penalties issued to the contractor. • Managed through Contract Meetings.
Future level of service provision	<ul style="list-style-type: none"> • There are no plans to reduce or increase current level of service. • Current service provision for contract is valid until April 2027.
Other relevant information	New parking contract was awarded to APCOA Ltd and started on the 3 rd April 2017

Baseline Activity: Planning
Responsible Authority: London Borough of Bromley
Responsible Officer: Jim Kehoe

Current level of service provided including aim of service, and frequency of service provision	<ul style="list-style-type: none"> • Planning applications • Planning Enforcement • Building Control Applications • Long term development plans and policies
Specification	<ul style="list-style-type: none"> • Statutory and other nationally agreed frameworks for service provision • Regulatory Services delivery in accordance within statutory framework • Investigations undertaken in accordance with the published Enforcement Policy • Enforcement carried out within the framework of the Planning Acts and associated legislation.
Performance Measures	Service measured by: <ul style="list-style-type: none"> • National targets • Response to customer complaints / requests for service • Complaint investigations consistent with Planning Enforcement Policy
Non-Compliance procedures	<ul style="list-style-type: none"> • Regular performance monitoring. • Corrective actions as necessary
Future level of service provision	<ul style="list-style-type: none"> • Service provision will continue to be undertaken within the statutory framework and other nationally agreed frameworks

SCHEDULE 2: BID LEVY RULES

In developing the rules that will apply to the BID, consideration has been given to 'The Industry Criteria and Guidance Notes for BIDs' published by British BIDs jointly for the British Retail Consortium, the Inter Banking Rating Forum, the British Council of Shopping Centres and the Federation of Small Businesses.

The Ballot

1. The Electoral Reform Society (ERS), on behalf of The London Borough of Bromley, will send those responsible for properties or hereditaments to be subject to the BID a ballot paper prior to Thursday 1st February 2018.
2. Each property or hereditament subject to the BID will be entitled to one vote in respect of this BID proposal in a 28 day postal ballot which will commence on Thursday 1st February 2018, and close at 5pm on Wednesday 28th February 2018. Ballot papers received after 5pm on Wednesday 28th February 2018 will not be counted. The result of the ballot is due to be announced on the following day.
3. In order for the proposal to be successful at ballot the result will need to meet, as a minimum, two independent criteria which are: (a) of those ballots returned by the close, those voting in favour of the proposal must exceed those voting against it, and (b) of those ballot papers returned by the close, the total rateable value of those properties or hereditaments which vote in favour, must exceed the total of those voting against.
4. If successful at ballot, the BID will aim for an operational start in April/May 2018 and will continue for a period of 5 years to March/April 2023.

The Levy

1. The levy rate to be paid by each property or hereditament is to be calculated as 2% of its rateable value as at the 'chargeable day' (notionally 1st April each year).
2. Only properties or hereditaments with a rateable value of £5,000 or more will be eligible for payment of the levy.
3. The number of properties or hereditaments liable for the levy is approximately 312.
4. Each year the levy rate will be increased by the fixed rate of inflation of 2% per annum.
5. The levy will be charged annually in advance for each chargeable period to be April to March each year, starting in 2018. No refunds will be made.
6. The owners of untenanted properties or hereditaments will be liable for payment of the levy. This includes listed buildings.
7. Charities that are not retail or leisure trading organisations will pay 80% of the levy.
8. London Borough of Bromley will be responsible for collection of the levy. The collection charge will up to £7,120 this equates to 3.78% of anticipated billed levy and £22.82 per hereditament.

Accountability and Transparency

1. The Company to operate the BID (**Beckenham BID Ltd**) has already been established as part of the development stages. This is a not-for-profit Company and its Directors (the Board) are from the private sector.
2. In addition, a working group, primarily made up of potential levy payers and council representatives, has been formed to assist on all aspects of the development of the BID. It is envisaged that this working group will become the BID Advisory Group to assist in the effective delivery of all proposed services.
3. The Board shall continue to appoint a Chair annually and the Chair will also act as Chair of the Advisory Group.
4. The Board will have responsibility for governance matters such as financial arrangements, contractual obligations, human resources, standards and compliance. The Board will report activities and decisions to the Advisory Group prior to each of its meetings.
5. The Advisory Group will advise on operational and service delivery issues, oversee performance measurement, and more generally act as the primary consultative and advisory body on BID services. It will meet quarterly. It will be made up of representatives of levy paying businesses and will be elected periodically. Additional members may be co-opted in a non-voting capacity, as required. The nominated representatives of The London Borough of Bromley will not be subject to re-election processes.
6. Provided that the BID is meeting its overall objectives and subject to full consultation with the Advisory Group, it shall have the ability to vary service delivery and expenditure allocation according to the changing demands of levy payers. However, any change to the BID boundary or to the headline levy rate would require a formal alteration ballot.
7. The BID will file annual accounts compiled by independent accountants with Companies House. The accounts will be available to all levy payers. An annual report on activities, including finances, will be published. An annual meeting for levy payers will be held.
8. An Operating Agreement, which includes the Council's baseline service commitments, has been agreed with Bromley Borough Council. A copy can be found at <http://www.beckenhambid.com>.
9. Notification of the intention to hold a ballot was sent to the Secretary of State on 23rd October 2017.

Finances

1. A cautious approach has been adopted to budgeting for the BID term, based upon national averages.
2. A levy collection rate of 97% has been assumed and this is in line with national trends.
3. The average annual levy available to be spent by the BID for the term is £188,233.

4. A contingency provision on expenditure, together with the availability of reserves, provides for an anticipated surplus of £75,672 by the end of the renewed term. This equates to 2.5% of expenditure.
5. Operating costs of the BID are estimated as 19% of total expenditure.

DRAFT

DATED

2017

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BROMLEY

AND

PENGE BID LIMITED

OPERATING AGREEMENT FOR A BUSINESS IMPROVEMENT DISTRICT IN
PENGE

Contents

- 1 Definitions
- 2 Statutory Authorities
- 3 Commencement
- 4 Setting the BID Levy
- 5 BID Revenue Account
- 6 Payment of the Council's Administrative Expenses
- 7 Collecting the BID Levy
- 8 Procedures available to the Council for the enforcing payment of the
BID Levy
- 9 Enforcement mechanisms for the non-collection of the BID Levy by
the Council
- 10 Payment of the BID Levy to the BID Company
- 11 Accounting Procedures and Monitoring
- 12 Termination
- 13 Confidentiality
- 14 Notices
- 15 Miscellaneous
- 16 Exercise of the Council's powers
- 17 Contracts (Rights of Third Parties)
- 18 Law and Dispute Resolution
- 19 Freedom of Information

SCHEDULE 1: BASELINE AGREEMENT

SCHEDULE 2: BID LEVY RULES

THIS DEED is made the _____ day of _____ 2017

BETWEEN

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BROMLEY of Civic Centre, Stockwell Close, Bromley BR1 3UH (the "Council"); and
- (2) **PENGE BID LIMITED** (the "BID Company") registered as company limited by guarantee in England with number [NUMBER] whose registered office is at [ADDRESS]

RECITALS

- A. The Council is the billing authority for the purposes of the Local Government Act 2003 and is responsible for the imposition, collection, recovery and application of the BID Levy and administering the BID Revenue Account which shall be used towards the operation of the BID within the area in the local authority and the funding of the BID Arrangements
- B. The BID Company is responsible for the operation of the BID and for using the BID Levy for the purposes of achieving the objectives and aspirations set out in the BID Arrangements
- C. Both parties wish to confirm the arrangements by which the BID Levy shall be collected, together with general arrangements as to the relationship to be established between the Council and the BID Company for the duration of the BID.
- D. The purpose of this agreement is to:
- Establish the procedure for setting the BID Levy
 - Confirm the basis upon which the Council or its agents 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 the transfer of the BID Levy
 - Provide for the monitoring and review of the collection of the BID Levy
 - Confirm the manner in which the Council's expenses incurred in collecting the BID Levy shall be paid.

IT IS HEREBY AGREED:

1. Definitions

Administrative Expenses means costs incurred by the Council and/or its agents in the imposition, administration, collection and recovery of the BID Levy and all reasonable costs incurred by the Council arising out of compliance with its obligations under this agreement and the Regulations during each year of the duration of this agreement.

the Annual Report means a report to be prepared by the Council or its agent which details the following:

- (i) the total amount of the BID Levy collected during the relevant Financial Year;
- (ii) details of the success rates for the collection of the BID Levy;
- (iii) the Council's proposals (if any) to help improve its efficiency in the collection and enforcement of the BID Levy;
- (iv) details of those BID Levy Payers who have paid the BID Levy and those who have not paid the BID Levy; and
- (v) the Council's proposals for bad or doubtful debts

Bad or Doubtful Debts for the purposes of this agreement means any unpaid BID Levy in respect of which the Council has sought recovery in accordance with clause 8.3 of this agreement and that BID Levy remains unpaid.

the BID has the meaning given in the Regulations that is the Business Improvement District and is that area within which the BID operates as edged red on the plan attached to this Agreement in Schedule 1.

BID Area means the area within which the BID operates as edged red on the plan attached to this Agreement in Appendix 2B

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

BID Business Plan means the Penge BID Business Plan 2018-2023

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

- (i) The total income and expenditure of the BID Levy;
- (ii) Other income and expenditure of the BID Company not being the BID Levy;
- (iii) A statement of actual and pending deficits; and
- (iv) The various initiatives and scheme upon which the BID Levy has been expended by the BID Company

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 who are liable for paying the BID Levy

BID Levy Rules means the rules set out in the BID Proposals, which defines how the BID Levy will be calculated, details of Exempt or Discounted Properties and other requirements related to the BID Levy. For the sake of clarity these have been set out in Schedule 3 of this Agreement.

BID Proposals has the same meaning as in the Regulations

BID Revenue Account means the account to be set up in accordance with Regulation 14 of the Regulations

BID Term means 1st April 2018 – 31st March 2023

BID Financial Year means the period from 1 April to 31 March

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

Chargeable Day means any one of the following days

- 1 April 2018
- 1 April 2019
- 1 April 2020
- 1 April 2021
- 1 April 2022

Commencement Date is the date of signing of this Agreement.

Contributors means the BID Levy Payers or other Contributors making voluntary contributions or funds available to the BID Company.

Demand Notice shall have the same meaning given in paragraph 3 of Schedule 4 of the Regulations

District Auditors Costs means the sum charged by an auditor appointed by the Audit Commission or any successor in carrying out an audit of the BID Revenue Account

Enforcement Expenses means the costs which are incurred by the Council in obtaining Liability Orders and Summons and all associated administrative expenses which may be incurred in recovering unpaid BID, including Bailiff charges.

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 visa versa):

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

the Exceptions means the circumstances in which the Council shall not be required to seek to enforce payment of the BID Levy where a BID Levy Payer has failed to make payment pursuant to a Demand Notice. The exceptions shall be as agreed by the parties from time to time.

Exempt or Discounted Properties means that class, or classes of, property as identified in the BID Levy Rules which shall be either exempt from any requirement to pay the BID Levy or are permitted a discount on the BID Levy.

Heredity shall have the same meaning as defined in the Regulations

Heredity Start Date means the date when the amendment to the Valuation List takes effect

Liability Order has the meaning given in the Regulations

Maximum Amount For any particular Financial Year means the amount of BID Levy for which Demand Notices are issued (excluding replacement or amended Demand Notices)

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); the group is to consist of representatives of the Council and the BID Company

NNDR means National Non-Domestic Rates under the Local Government Finance Act 1988

NNDR Payer means the person or organisation who has a liability to pay the non-domestic rate

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

the Levy Payers Meeting means the meeting to be held of all BID Levy Payers pursuant to a Notice issued under clause 12

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).

Revaluation The revaluation of the rateable values of all business and non-domestic property in England and Wales which takes place from time to time.

Single Instalment Due Date means the date by which the BID Levy as set out in the Demand Notice must be paid

Sum(s) Unpaid means the amount of the BID Levy which is unpaid after the Single Instalment Due Date.

Summons means the process issued in the Magistrates' Court upon Complaint by the Council or by the County Court upon application by the Council regarding unpaid BID Levy

Valuation List means a list of all NNDR properties in the local authority area

Valuation Officer means the person appointed by the Commissioners of the Inland Revenue to compile and maintain the Valuation List

Winding Up means an order pursuant to s125 of the Insolvency Act 1986

Write Off means a decision by the Council that an unpaid BID Levy will not be recovered.

Working Day means any day of the week other than a Saturday, a Sunday or a Bank Holiday

Data Processor shall have the same meaning as set out in the Data Protection Act 1998.

Data Protection Legislation the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

Personal Data: shall have the same meaning as set out in the Data Protection Act 1998.

Staff means all (if any) persons employed by the BID to perform its obligations under the agreement together with the BID's servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under the agreement.

2. Statutory Authorities

2.1. This Agreement is made pursuant to Section 2 and Part IV of the Local Government Act 2003 and Section 111 of the Local Government Act 1972 and all other enabling powers.

3. Commencement

3.1. This Agreement shall be effective from the Commencement Date and in any event shall determine and cease to be of any further effect in the event that:

3.1.1. The BID Term expires.

3.1.2. Either party exercises its discretion to terminate the BID Arrangements in exercise of powers under Clause 12.

4. Setting the BID Levy

4.1. As soon as possible after the Commencement of this agreement the Council shall:

(i) calculate the BID Levy in accordance with the Regulations and the BID Levy Rules.

(ii) Confirm in writing to the BID Company the BID Levy payable annually by each BID Levy Payer.

5. The BID Revenue Account

5.1. Pursuant to Clause 47 of the Local Government Act 2003, the Council shall establish a BID Revenue Account by the start of the BID Term.

6. Payments of the Council's Administrative Expenses

6.1. The Council shall invoice the BID Company in advance for the administrative charges as set out below. This will be done on an annual basis at the start of each BID Year. The invoice shall provide the BID Company with a breakdown of the costs incurred including VAT.

6.2. The expected annual administrative charges will include the following:

(i) Cost of collection of BID levy based upon circa 237 bills raised will be up to £5,570.

(ii) Annual accountancy and management fee of up to £600

6.3. These charges will be adjusted on an annual basis at a rate equal to RPIX.

7. Collecting the BID Levy

7.1. The Council shall use all reasonable endeavours to collect the BID Levy on the Chargeable Day and thereafter on an annual basis throughout the BID Term in a manner consistent with its usual

procedures for the collection of non-domestic rates and in accordance with the procedure set out in Schedule 4 of the Regulations.

- 7.2. Pursuant to clause 7.1 the Council shall serve a Demand Notice or Amended Demand Notice on each BID Levy Payer and thereafter shall continue to calculate the BID Levy and serve the Demand Notices throughout the BID Term.
- 7.3. It is the responsibility of the Council to ensure that the BID Levy Rules are applied accurately.
- 7.4. The Council shall maintain a list that identifies payment and/or non-payment of the BID Levy that shall be made available to the BID Company at intervals of not less than once a quarter.
- 7.5. The Council shall liaise with the BID Company in carrying out an annual review of each Hereditament within the BID Area and in the event of any change in the occupier of each Hereditament or the merger or division of a Hereditament (or provision of an additional Hereditament) shall serve an updated list of BID Levy Payers upon the BID Company. Such changes will be reflected in the next annual calculation of the BID Levy and subsequent Demand Notices.
- 7.6. The BID Company shall be responsible for reviewing any appeals received against the payment of the BID Levy and the application of the BID Levy Rules.
- 7.7. Notwithstanding clauses 7.4 and 7.5 information provided to the BID Company pursuant to clauses 7.4 and 7.5 shall not include the provision of any Personal Data other than that which the Council may provide pursuant to the Regulations

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

- 8.1. In the event that the BID Levy is not paid in full within fourteen days from the Chargeable Day, then (subject to the Exceptions or as may otherwise be agreed by the parties) the Council shall, at no cost to the BID Company, serve up to two reminder notices ('Reminder Notices') on the defaulting BID Levy Payer, each of which shall:
 - (i) identify the sum payable;
 - (ii) provide a further 14 (fourteen) days for payment to be made; and
 - (iii) confirm the Council may thereafter make an application to the Magistrates Court for a Liability Order to recover the unpaid sum (together with costs).
- 8.2. In the event that the BID Levy is not paid in full within 14 (fourteen) days of the service of the 2nd Reminder Notice in accordance with clause 8.1, then the Council shall immediately inform the BID

Company of such further failure to pay (subject to the Exceptions). The Council will consider any comments made by the BID Company before deciding whether to make an application to the Magistrates Court for a Liability Order. The Council will normally then 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 by the Non-Domestic Rating (Collection and Enforcement) (Local Lists) Regulations 1989, as amended. The Council will bear the cost of any application for summons and will recover these costs from the revenue generated through any such action.

8.3. In the event that the BID Company requests that the Council does not undertake the full range of recovery action against a defaulting BID Levy Payer (as outlined in 8.1 and 8.2) the Council may write off the outstanding Bad or Doubtful Debt. Should any outstanding Enforcement Expenses remain unrecovered due to a request for the cancellation of recovery action by the BID Company, the Council will recover these costs from the BID Company.

8.4. In the event that, after all recovery action has taken place, any portion of the BID Levy is still unrecovered, the remaining Bad or Doubtful Debt may be written off. Any related Enforcement Expenses which remain unrecovered will be chargeable to the BID Company.

8.5. Where payments become due to the Council pursuant to clause 8.3 and 8.4, the Council must provide an account of the proposed charges to the BID Company. The Council will provide a VAT invoice to the BID Company to request payment of these charges.

9. Refunds on the BID Levy

9.1 Refunds will be payable by the Council on the BID Levy in the event of the over payment of the Levy by a BID Levy payer. Examples of reasons for over payment include:

9.1.1 Payment of same Levy bill more than once in error

9.1.2 Where, subsequent to payment, the Valuation Office Agency (VOA) reviews a hereditament and reduces the Rateable Value (RV), and backdates this change to before the billing date. This may result in a reduced BID levy liability or (where new RV is below the BID Levy threshold) a removal of the affected hereditament from BID Levy billing altogether.

9.1.3 Were hereditaments within the BID are split or merged prior to the chargeable day, and one or more of the properties are removed from the ratings list, but the Levy bill related to these removed properties has already been paid.

9.2. In the event that refunds become due to a Levy Payer on the basis of the reason set out in 9.1 these shall be payable only upon receipt of a written request from the Levy Payer, or their agents.

9.3. The amounts paid out during financial years 1 to 4 will be deducted from the BID Levy Account – and the payments made to the BID Company will be net of these refunds.

9.4. In final year of the BID Term, the Council will retain up to £5,000 from the BID Revenue Account to be held against the possible need to pay levy refunds after the end of the BID term. This will be paid to the BID Company upon completion of a successful renewal ballot.

10. Payment of the BID Levy to the BID Company

10.1. The Council shall pay to the BID Company in accordance with the Regulations:

- i. For the first three quarters in each BID Year (starting 1 April, 1 July and 1 Oct) 25% of the invoiced debt less any repayments to BID Levy Payers under clause 9 of this agreement.
- ii. On 1st January, an interim final payment of further balance collected less any repayments to BID Levy Payers under clause 9 of this agreement.
- iii. By 31st March a final payment of balance collected less any repayments to BID Levy Payers under clause 9 of this agreement.
- iv. At the end of the 2nd year of the BID Term, the Council will make known to the BID Company the number of accounts and amount of Levy still in arrears from the 1st year of the BID Term, and will request agreement of the BID Company for write off of all of these aged debts (except where ongoing discretionary payment arrangements are in place). Where the BID Company request further reconciliation for any of the debts incurred during this year, the Council reserves the right to levy an administration charge to cover staffing which may be required to administer these aged debts during the 3rd and subsequent years. The same procedure will be in place at the end of the 3rd year (in respect of the 2nd year accounts), at the end of the 4th year (in respect of the 3rd year accounts) and so on until the final year of the BID term. In each case, where the BID requests continued chasing and administration of aged debts, the Council will estimate the likely additional staff time required and levy a separate administration charge on the BID Company (the amount to be agreed between the parties).

The following worked example seeks to clarify this clause:

- Assuming the start date of the BID term is 1 April 2018, at the end of the financial year 2019/20 (year 2) the Council will reconcile all the BID monies from bills related to the financial

years 2019/20 and 2020/21 (net of refunds). However, unless requested to by the BID Company, arrears outstanding on bills raised for the 2018/19 financial year will no longer be pursued or reconciled during 2020/21 (year 3) or subsequent years.

- 10.2. The BID Company shall issue to the Council a VAT invoice for the payment of the BID Levy income upon advice from the Council of the amount due.
- 10.3. The BID Company shall provide the Council with details of its own bank account into which the BID Levy shall be transferred electronically
- 10.4. In the event that a BID Levy Payer is entitled to a repayment of a BID Levy pursuant to paragraph 8(4) of Schedule 4 of the Regulations and in the event that the Council has paid such BID Levy to the BID Company including all of the contingency relating to that BID Levy the Council shall request such repayment sum from the BID Company and the BID Company shall pay the repayment sum to the Council by way of reduction in the quarterly payments, as scheduled in 10.1, and the Council shall thereafter repay the repayment sum to the BID Levy Payer.
- 10.5. The BID Company may only spend the BID Levy in accordance with the BID Proposals; except that if the BID is varied then from the date of the variation takes effect the BID Company may only spend the BID Levy in accordance with the varied BID Proposals.
- 10.6. In the event of an overpayment by the Council to the BID Company, the Council will subtract the owed amount from the next scheduled payment of the BID Levy. In the event that the overpayment falls due after the Council has paid the last quarterly payment within the BID Term, the BID Company shall reimburse the Council forthwith unless the amount is less than £1,000.

11. Accounting Procedures and Monitoring

- 11.1. In addition to the information outlined in clauses 7.4 and 7.5, every quarter during the BID Term, the Council shall provide the BID Company with a breakdown of:
 - (i) the amount of the BID Levy for each individual BID Levy Payer
 - (ii) the BID Levy collected in relation to each BID Levy Payer
 - (iii) details, together with the outstanding unpaid sum) of those BID Levy Payers who have not paid the BID Levy during the course of that month,

PROVIDED THAT this clause shall not apply to the provision of any Personal Data other than that which the Council may provide pursuant to the Regulations

- 11.2. The BID Company shall request information from the Council that it considers relevant to their business and the Council shall consider disclosure and shall not unreasonably withhold such information.
- 11.3. Upon the expiry of the sixth month of the BID Term and every 6 (six) months thereafter (for the duration of the BID Term) the BID Company shall provide the Council in respect of those 6 (six) month periods with:
 - (i) the amount received by the BID Company from Contributors and BID Levy Payers;
 - (ii) the total expenditure of the BID Company.
- 11.4. Within 1 (one) month from the start of the BID Term, the parties shall set up the Monitoring Group.
- 11.5. The Monitoring Group shall meet no less than quarterly in any one BID Year.
- 11.6. At each meeting, the Monitoring Group shall:
 - (i) Review the effectiveness of the collection and enforcement of the BID Levy; and
 - (ii) review and assess the information provided by the parties regarding the progress being made in achieving the aims set out in the BID Business Plan.
- 11.7. Within 1 (one) month after the date of the end of the Financial Year, the Council shall provide the Annual Report to the BID Company
- 11.8. The BID Company shall provide the BID Company Report to the Council two weeks prior to the Annual General Meeting of the BID Directors and Members.
- 11.9. The Council will provide at least one, and no more than two, representatives to the Board of the BID Company. The Council representatives will be non-voting advisory members of the Board.
- 11.10. Within 60 days of a successful ballot to establish the BID, the BID Company and the Council will enter into a Service Level Agreement which will define in more detail matters related to collection and enforcement of the levy and any other details related to the operation of the BID including staffing and accommodation arrangements, as required.

12. Termination

12.1. In the event that either Party is of the opinion:

- (i) they are unable to due to a cause beyond their control to provide the works or services secured as part of the BID arrangements: or
- (ii) they believe that there are insufficient finances available to the BID Company to meet its liabilities for the purposes of any BID Arrangements; or
- (iii) the works or services under the BID Arrangements are no longer required;

then they shall serve a Levy Payers Meeting Notice on the other Party and the BID Levy Payers and the meeting shall take place no later than 14 days after service of that Notice.

12.2. The Levy Payers Meeting Notice shall contain the agenda for the meeting which shall be limited to the following items:

- (i) a review by all present of the inadequacy of works or services that can be done, why they cannot be done and whether those works and services are so fundamental that the BID cannot continue; and
- (ii) whether other works or services will be an acceptable alternative to the BID Company; and
- (iii) the financial position and whether there are sufficient funds to continue as well as whether additional funds can be raised; and
- (iv) a time scale (if appropriate) within which these issues can be resolved.

12.3. In the event that those present at the meeting cannot resolve the issue, then the Party calling the meeting shall table a motion that the BID be wound up no sooner than 28 days after such a resolution is passed by a simple majority of those present and entitled to vote.

12.4 In the event of termination of the BID Arrangements the Council shall forthwith review whether there is any credit standing to the account of the BID Revenue Account. If there is sufficient credit to pay to each of the BID Levy Payers not less than £5 (after deduction of any outstanding administrative costs to include the costs of winding up), the Council shall:

- (i) calculate the amount to be refunded to each BID Levy Payer, and
- (ii) ensure that the amount to be refunded is calculated by reference to the contribution of that Levy Payer for the last full chargeable period, and
- (iii) arrange for the amount to be set against outstanding liabilities of that BID Levy Payer (if any), and

- (iv) refund the net amount to the BID Levy Payer.

12.5 Upon termination of the BID Arrangements for any reason, the BID Company shall forthwith notify the Council of such termination in accordance with Regulation 18(5) and the Council will notify the BID Levy Payers in accordance with Regulation 18(6). The Council will simultaneously advise the BID Levy Payers as to the repayment of any part of the BID Levy in accordance with clause 12.4

13. Confidentiality

13.1 Subject to Clause 19 below the parties shall 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 any third parties which it shall have obtained or received as a result of operating the BID. This obligation shall survive the termination or lapse of the BID Arrangements.

14. Notices

14.1 Any Notice or other written communication to be served or given to or upon any party to this Agreement or 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

- (i) delivery to the Director of Environment & Community Services, London Borough of Bromley at the address specified above
- (ii) delivery to the Directors at the BID Company's address specified above
- (iii) first class post
- (iv) Electronic Communication (provided that it is in legible form and is capable of being used for subsequent reference) to such addresses which shall require a confirmed read receipt, save that no court proceedings arising from this contract may be served electronically.

14.3 Any notice served shall be deemed to have been validly served or given at the time any ordinary business would have received such post.

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 heading 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 signed and delivered.
- 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 a 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

- 16.1 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, bye-laws, statutory instruments, orders and regulations in the exercise of its functions as a local authority.

17. Contracts (Rights of Third Parties)

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

18. Law and Dispute Resolution

- 18.1. The Agreement is made under and shall be construed by reference to English Law.
- 18.2. Should any dispute arise between the Parties, it shall first be referred to a Director of the Council and to the Directors of the BID and they shall use their best endeavours to resolve the issue by negotiation.
- 18.3. If they are unable to resolve the dispute within 28 days of the referral, then the Parties shall appoint a Mediator. If the Parties cannot agree on the identity of as Mediator, then they shall apply to the Centre for Effective Dispute Resolution ("CEDR") to make such an appointment.
- 18.4. Within 14 days of the appointment of a Mediator, the Parties representatives shall meet together with the Mediator to agree a programme for the conduct of the mediation, including (but not limited

to) a timetable, exchange of documents and the structure for meetings as well as the costs of the mediation.

- 18.5. All proceedings of the mediation shall be held in strict confidence and shall be Without Prejudice to any future proceedings that may become necessary.
- 18.6. Nothing in this mediation procedure shall prevent either Party from seeking from a Court of competent jurisdiction an interim order to the other Party either preventing or compelling the commission of some act.
- 18.7. If the Parties reach an agreed resolution of the dispute in the mediation, that agreement shall be reduced to writing, signed by representatives of both Parties and shall be binding on both Parties.
- 18.8. If the mediation fails to achieve an agreed resolution, then the Parties hereby irrevocably agree that the dispute shall be referred to the English Courts.
- 18.9. The performance of all services shall continue during the mediation process

19. Freedom of Information

- 19.1 The BID Company acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and shall assist and cooperate with the Council (at the BID Company's expense) to enable the Council to comply with its disclosure requirements and the Council shall notify the BID Company of any such requests.
- 19.2 The Council may determine in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of FOIA or is to be disclosed in response to a request for information, and for the avoidance of doubt where the Council has received a request under the FOIA and it has notified the BID Company of the request, in no event shall the BID Company respond directly to a request for information connected with such a request to the Council unless expressly authorised to do so by the Council.
- 19.3 The BID Company acknowledges that the Council may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA, be obliged under FOIA to disclose information following consultation with the BID Company and having taken its views into account.
- 19.4 The BID Company shall ensure that all information produced in the course of or relating to this Agreement is retained for disclosure and

shall permit the Council to inspect such records as requested from time to time.

- 19.5 The BID Company acknowledges that any lists of confidential information provided by it are of indicative value only and that the Council may nevertheless be obliged to disclose confidential information in accordance with this clause.
- 19.6 The obligations set out in clause 19 of this Agreement shall survive the termination or lapse of the BID Arrangements

20. Data Protection

- 20.1 The BID shall (and shall procure that any of its Staff involved in the provision of the agreement) comply with any notification requirements under the Data Protection Legislation and both parties will duly observe all their obligations under the Data Protection Legislation, which arise in connection with this Agreement.
- 20.2 Notwithstanding the general obligation in clause 20.1, where the BID is processing Personal Data as a Data Processor for the Council, the BID shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the Data Protection Act 1998; and
- (a) provide the Council with such information as the Council may reasonably require to satisfy itself that the BID is complying with its obligations under the Data Protection Legislation;
 - (b) promptly notify the Council of any breach of the security measures required to be put in place pursuant to clause 20.2; and
 - (c) ensure it does not knowingly or negligently do or omit to do anything which places the Council in breach of the Council's obligations under the Data Protection Legislation.
- 20.3 The provisions of this clause shall apply during the continuance of the agreement and indefinitely after its expiry or termination.

21 BID Baseline Agreement

- 21.1 The Council agrees to carry out the services contained in the BID Baseline Agreement, set out in Schedule 2.

In witness whereof this Agreement has been executed by the parties hereto as a Deed and delivered on the day and year first before written

Executed as a Deed by affixing the Common Seal of The Mayor and Burgesses of the London Borough of Bromley in the presence of:

Mayor/Councillor

Director of Corporate Services/Senior Solicitor

Executed as a Deed by **Penge BID Limited**
In the presence of

Director

Director/Company Secretary

SCHEDULE 1: BASELINE AGREEMENT

The London Borough of Bromley delivers the following services within the BID area where the BID intends to provide additional services.

The London Borough of Bromley will endeavour to continue to deliver the following services within the BID area. Where any of the listed services are planned to be reduced or discontinued, the Council agrees not to reduce provision of its services disproportionately, compared to any changes made elsewhere within the Borough for the duration of the BID term.

Baseline activity: Highways Management (High Street Area)
Responsible authority: London Borough of Bromley
Head of Service: Garry Warner

<p>Current level of service provided including aim of service, and frequency of service provision</p>	<ul style="list-style-type: none"> • Maintain public highway areas to remain fit for purpose. This includes statutory highway safety inspections, condition surveys, recording of defects and complete repairs to maintain public safety, including emergency repairs within and outside normal working hours. • Street lighting maintenance. • Highways and street lighting term contracts are available as required both for reactive and planned maintenance. • Technical surveys of all lamp columns to assess structural integrity and electrical function. Night surveys to assess defective lighting. • Routine maintenance of signs, lines and highway drainage assets. • Enabling and managing parking provision and control including taxi ranks, disabled parking. • Winter maintenance operations include treatment to prevent ice from forming and clearance of snow from pre-defined priority routes
<p>Specification</p>	<ul style="list-style-type: none"> • Defect repairs undertaken within investigatory levels of the Highways Code of Practice. • Frequency of highway safety inspections align with Highways Code of Practice. • Management of Public Utility Street Works within the framework of the Traffic Management Act 2004 and the New Roads and Street Works Act.
<p>Performance Measure</p>	<p>Service measured by:</p> <ul style="list-style-type: none"> • Regular inspections, compliance with completion times of works, quality of repairs • Response to customer enquiries • Contractors' key performance indicators.
<p>Non-compliance procedure</p>	<ul style="list-style-type: none"> • Contractor may be required to re-do work. • Corrective actions/training with contractors/staff. • Financial penalties issued to the contractor. • Managed through Contract Meetings.
<p>Future level of service provision</p>	<ul style="list-style-type: none"> • Maintenance of the highways structure and fabric as well as street furniture to existing standards. • Current service provision for reactive repairs provided through a contract valid until March 2019.
<p>Other relevant information</p>	<p>There are no plans to reduce or increase current level of service.</p>

Baseline Activity: Street Cleansing (High Street Area)
Responsible Authority: London Borough of Bromley
Responsible Officer: John Bosley

<p>Current level of service provided including aim of service, and frequency of service provision</p>	<ul style="list-style-type: none"> • Routine schedules of daily-street cleaning provided between normal working hours 06:00 and 22:00 hours, utilising both mechanical and manual cleaning operations. • Litterbin emptying once or more per day, and washed (internal and external) three times per year. • Graffiti removal service including proactive and reactive removal from street furniture and private buildings that are on, or are within 50metres of, a street boundary regardless of whether it is on property that is in public or private ownership. • Provision of an urgent or emergency response service for cleaning related matters, during the normally permitted working hours as stated. • Tasks which constitute provision of additional plant and labour, during the normally permitted working hours, in support of voluntary groups and other organisations engaged in “one-off clean-ups” for environmental or charitable purposes. • Street works co-ordination and approval for maintenance activities, and licencing of temporary structures on highways including, scaffolding, skips, banners and other structures. • Manage rising bollards for controlling access to and from the High Street. • Signage preventing cycling in the pedestrianised area.
<p>Specification</p>	<ul style="list-style-type: none"> • The minimum quality standard of cleanliness which the Contractor shall deliver through each routine scheduled activity shall be commensurate with Grade A as defined in the Code of Practice on Litter & Refuse 2006 (EPA 1990). Any fly-tipping, fly-posting and materials on the highway shall be removed as part of the scheduled activity for cleansing of the street. The contractor shall maintain the standard of cleanliness from immediately after completion of the first scheduled daily cleanse until 22:00 hours, on each day of the week including Public Holidays (excl. Christmas Day). Completion of the first scheduled cleanse shall be 8:00 hours. • The standard of cleanliness shall not be allowed to fall to Grade B (as defined in the CoP on Litter & Refuse) for more than two hours thereafter before restoring to Grade A. If the cleanliness falls to Grade C or below, at any time during normal working hours, the area shall be restored to Grade A within one hour. • Removal of unwanted vegetation. • Standard of graffiti removal set as 95% completion of all reactive works within two working days. Racist or offensive graffiti shall be removed within two hours or any period instructed between two hours and 24 hours. • Removing debris following road accidents including the provision of sand and or oil dispersants as required to ensure the cleanliness and safety of the affected area; • Removing all fly-posting including commercial advertising signs and fixing materials from any street furniture.
<p>Performance Measures</p>	<p>Service measured by:</p> <ul style="list-style-type: none"> • Regular inspections, compliance with completion times of works, quality of cleaning. • Response to customer enquiries • Contractors’ key performance indicators.

Non-Compliance procedures	<ul style="list-style-type: none"> • Contractor may be required to re-do work. • Corrective actions/training with contractors/staff. • Financial penalties issued to the contractor. • Managed through Contract Meetings.
Future level of service provision	<ul style="list-style-type: none"> • Cleansing standards of the highways as well as street furniture to existing standards. • Street washing would be an enhanced additional service requirement. • Current service provision provided through a contract valid until March 2019.
Other relevant information	There are no plans to reduce or increase current level of service.

Baseline Activity: Regulatory Services
Responsible Authority: London Borough of Bromley
Responsible Officer: Paul Lehane Head of Food, Safety & Licensing
 Robert Vale Head of Trading Standards

Service provided, number of staff & equipment	<p>Regulatory Services</p> <p>The Council's Public Protection Division offer a statutory minimum service focusing on enforcement and significant complaint investigation with limited provision of support and advice to the local business community. These services are offered across the borough and include the following:</p> <ul style="list-style-type: none"> • Licensing • Food Safety , Food Standards & Infectious disease • Health & Safety • Trading Standards • Environmental Protection <p>Officers undertake work in accordance with risk based inspection programmes as well as using complaint and other information to prioritise service delivery in an increasingly intelligence-led approach, which targets resources to the highest risk activities. Advice services for consumers in respect of Trading Standards matters is provided via a national call centre operated by the Citizens Advice Bureau.</p> <p>Officers work extensively with partners including the Police, Community Safety Teams and other internal and external partners to collectively tackle issues affecting crime and disorder, anti-social behaviour and other matters relating to the overall aims of the Council</p> <p>The Council has published policies relating to the licensing of alcohol/regulated entertainment and late night refreshment (Licensing Act 2003) and Gambling premises (Gambling Act 2005).</p>
Specification	<ul style="list-style-type: none"> • Statutory and other nationally agreed frameworks for risk based inspection programmes • Regulatory Services service delivery in accordance within statutory framework • Relevant involvement in Local / Regional / National intelligence led project work • Investigations undertaken in accordance with the published Enforcement Policy

Future level of service provision	<ul style="list-style-type: none"> • Service provision will continue to be undertaken within the statutory framework and other nationally agreed frameworks • Local and national regulatory priorities will dictate priority service delivery
Performance Measures	<ul style="list-style-type: none"> • Compliance with risk based inspection programmes • Response to customer complaints / requests for service • Complaint investigations compliance with Enforcement Policy
Non Compliance procedures	<ul style="list-style-type: none"> • Regular performance monitoring • Flexible approach to targeting resources to priority work areas
Boundary area	<ul style="list-style-type: none"> • London Borough of Bromley

Baseline Activity: CCTV
Responsible Authority: London Borough of Bromley
Responsible Officer: William Ogg, CCTV Manager

Service provided, number of staff & equipment	<ul style="list-style-type: none"> • 12 fully functioning digital CCTV cameras covering Penge Town Centre BID area (9 cameras in High Street, 3 at Penge East Station), operational 24 hours a day 7 days a week. The Council may add, remove or reposition cameras within the BID area at its own discretion. • 2 full time staff monitoring all the CCTV cameras in the borough 24 hours a day, seven days a week. Plus one CCTV Supervisor, who is also a trained operator, working 8am – 5pm 5 days a week. • CCTV staff also monitor the Town Centre Shop Safe Radios and the Police Radio.
Specification	<ul style="list-style-type: none"> • The cameras are used for monitoring and recording incidents of crime and disorder as well as for moving traffic and parking offences. • Governed and protected by the Data Protection Act 1998 and the Operating Guidelines issued by the Information Commissioner. Recorded images can only be released to those legally entitled to them. All recordings are kept for a period of 31 days. Documentation detailing CCTV recorded incidents is archived for a period of 3 years.
Future level of service provision	<ul style="list-style-type: none"> • Current service provision provided through a contract valid until 31 March 2019.
Performance Measures	<p>Service measured by:</p> <ul style="list-style-type: none"> • Contractors' key performance indicators.

Non Compliance procedures	<ul style="list-style-type: none"> • Regular performance monitoring • Managed through Contract meetings
Boundary area	<ul style="list-style-type: none"> • London Borough of Bromley

Baseline Activity: **Grounds Maintenance**
Responsible Authority: **London Borough of Bromley**
Responsible Officer: **Robert Schembri**

Current level of service provided including aim of service, and frequency of service provision	<ul style="list-style-type: none"> • Grounds Maintenance Routine schedules of grass cutting and floral display maintenance working hours 07:00 and 4pm.. • <u>Hanging baskets</u> Penge High Street Summer provision - 36 hanging baskets Winter provision – 36 hanging baskets Maple Road Summer provision – 16 hanging baskets Winter provision – 16 hanging baskets
Specification	<ul style="list-style-type: none"> • Hanging basket to be watered to ensure that the plants are in good conditions • Maintain parks & greenspace areas within the contract specification including grass cutting, floral bedding areas, shrub areas, bin emptying, litter picking and collection and path cleaning
Performance Measures	Service measured by: <ul style="list-style-type: none"> • Regular inspections to monitor quality. • Response to customer enquiries • Contractors' key performance indicators.
Non-Compliance procedures	<ul style="list-style-type: none"> • Contractor may be required to re-do work. • Corrective actions/training with contractors/staff. • Financial penalties issued to the contractor. • Managed through Contract Meetings.
Future level of service provision	<ul style="list-style-type: none"> • Current service provision provided through a contract valid until 31 March 2019.

Baseline activity: **Parking Enforcement and Car Park Management**
Responsible authority: **London Borough of Bromley**
Head of Service: **Ben Stephens**

Current level of service provided including aim of service, and frequency of service provision	<ul style="list-style-type: none"> • To achieve compliance of parking restrictions by the enforcement of on street parking restrictions and off street council car parks. • Managing bay suspensions and parking dispensations, including processing applications and erecting signs. • Car park maintenance, including cleaning, repairing pot holes, height barriers, safety barriers. • Salting, gritting and snow clearance in council car parks. • Management and repair of pay and display machines.
---	---

	<ul style="list-style-type: none"> • Processing parking permits and visitors voucher applications. • Cashless parking provision. • Enforcement of Blue Badge misuse.
Specification	<ul style="list-style-type: none"> • Enforcement carried out within the framework of the Traffic Management Act 2004 and associated legislation. • Cleaning of car parks as defined in the Code of Practice on Litter and Refuse issued under section 89(7) of the Environmental Protection Act 1990.
Performance Measure	<ul style="list-style-type: none"> • Various key performance indicators on contracted levels of performance.
Non-compliance procedure	<ul style="list-style-type: none"> • Corrective actions/training with contractors/staff. • Financial penalties issued to the contractor. • Managed through Contract Meetings.
Future level of service provision	<ul style="list-style-type: none"> • There are no plans to reduce or increase current level of service. • Current service provision for contract is valid until April 2027.
Other relevant information	New parking contract was awarded to APCOA Ltd and started on the 3 rd April 2017

Baseline Activity: Planning
Responsible Authority: London Borough of Bromley
Responsible Officer: Jim Kehoe

Current level of service provided including aim of service, and frequency of service provision	<ul style="list-style-type: none"> • Planning applications • Planning Enforcement • Building Control Applications • Long term development plans and policies
Specification	<ul style="list-style-type: none"> • Statutory and other nationally agreed frameworks for service provision • Regulatory Services delivery in accordance within statutory framework • Investigations undertaken in accordance with the published Enforcement Policy • Enforcement carried out within the framework of the Planning Acts and associated legislation.
Performance Measures	Service measured by: <ul style="list-style-type: none"> • National targets • Response to customer complaints / requests for service • Complaint investigations consistent with Planning Enforcement Policy
Non-Compliance procedures	<ul style="list-style-type: none"> • Regular performance monitoring. • Corrective actions as necessary
Future level of service provision	<ul style="list-style-type: none"> • Service provision will continue to be undertaken within the statutory framework and other nationally agreed frameworks

SCHEDULE 2: BID LEVY RULES

In developing the rules that will apply to the BID, consideration has been given to 'The Industry Criteria and Guidance Notes for BIDs' published by British BIDs jointly for the British Retail Consortium, the Inter Banking Rating Forum, the British Council of Shopping Centres and the Federation of Small Businesses.

The Ballot

1. The Electoral Reform Society (ERS), on behalf of The London Borough of Bromley, will send those responsible for properties or hereditaments to be subject to the BID a ballot paper prior to Thursday 1st February 2018
2. Each property or hereditament subject to the BID will be entitled to one vote in respect of this BID proposal in a 28 day postal ballot which will commence on Thursday 1st February 2018, and close at 5pm on Wednesday 28th February 2018. Ballot papers received after 5pm on Wednesday 28th February 2018 will not be counted. The result of the ballot is due to be announced on the following day.
3. In order for the proposal to be successful at ballot the result will need to meet, as a minimum, two independent criteria which are: (a) of those ballots returned by the close, those voting in favour of the proposal must exceed those voting against it, and (b) of those ballot papers returned by the close, the total rateable value of those properties or hereditaments which vote in favour, must exceed the total of those voting against.
4. If successful at ballot, the BID will aim for an operational start April/May 2018 and will continue for a period of 5 years to March/April 2023.

The Levy

1. The levy rate to be paid by each property or hereditament is to be calculated as 2% of its rateable value as at the 'chargeable day' (notionally 1st April each year).
2. Only properties or hereditaments with a rateable value of £5,000 or more will be eligible for payment of the levy.
3. The number of properties or hereditaments liable for the levy is approximately 236.
4. Each year the levy rate will be increased by the fixed rate of inflation of 2% per annum.
5. The levy will be charged annually in advance for each chargeable period to be April to March each year, starting in 2018. No refunds will be made.
6. The owners of untenanted properties or hereditaments will be liable for payment of the levy. This includes listed buildings.
7. Occupiers within covered shopping centres (in this case The Blenheim Shopping Centre) that are subject to a service charge will pay 80% of the levy that would otherwise apply.

8. Charities that are not retail or leisure trading organisations will pay 80% of the levy.
9. London Borough of Bromley will be responsible for collection of the levy. The collection charge will be up to £5,570 this equates to 4.5% of anticipated billed levy and £23.50 per hereditament.

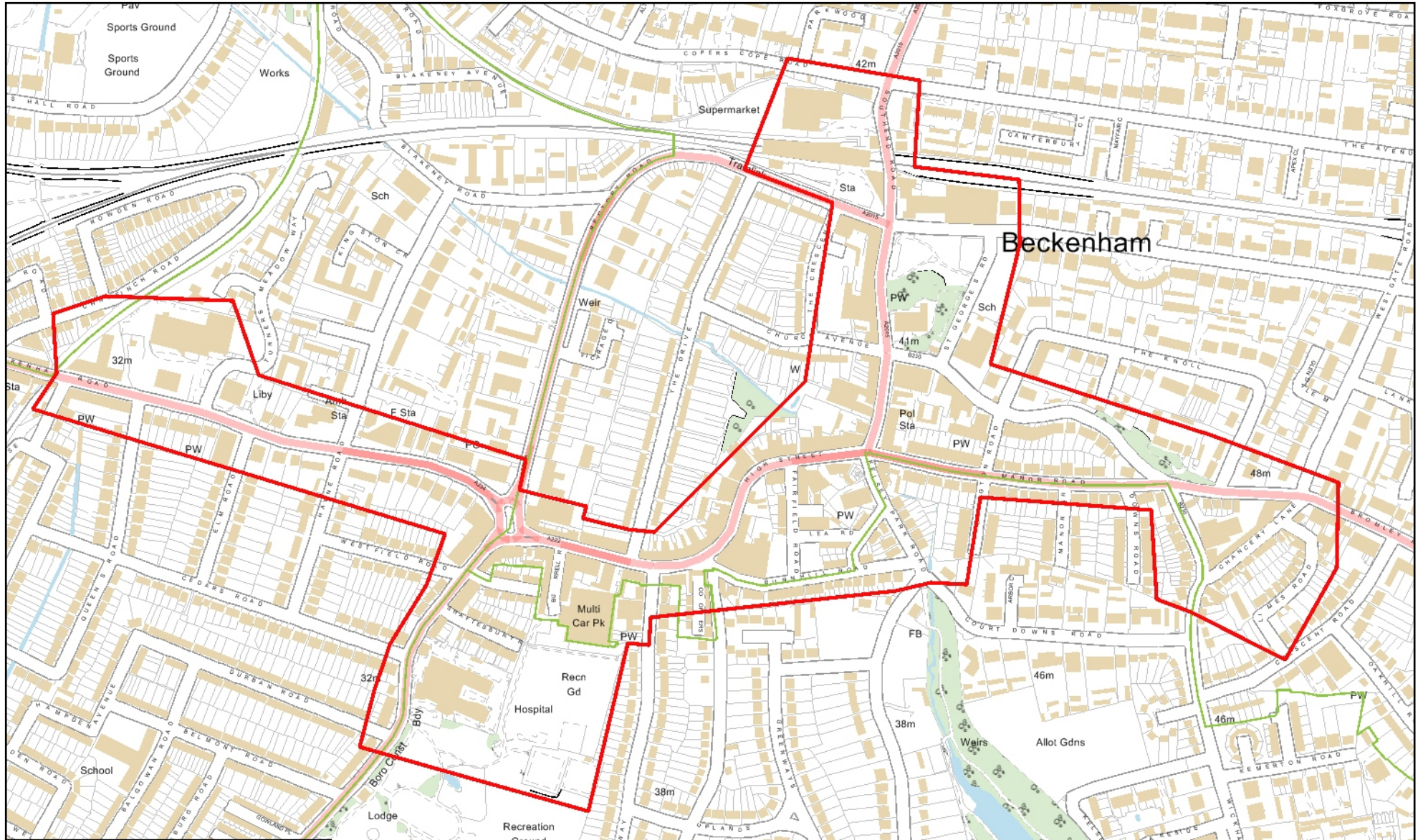
Accountability and Transparency

1. The Company to operate the BID (**Penge BID Ltd**) has already been established as part of the development stages. This is a not-for-profit Company and its Directors (the Board) are from the private sector.
2. In addition, a working group, primarily made up of potential levy payers and council representatives, has been formed to assist on all aspects of the development of the BID. It is envisaged that this working group will become the BID Advisory Group to assist in the effective delivery of all proposed services.
3. The Board shall continue to appoint a Chair annually and the Chair will also act as Chair of the Advisory Group.
4. The Board will have responsibility for governance matters such as financial arrangements, contractual obligations, human resources, standards and compliance. The Board will report activities and decisions to the Advisory Group prior to each of its meetings.
5. The Advisory Group will advise on operational and service delivery issues, oversee performance measurement, and more generally act as the primary consultative and advisory body on BID services. It will meet quarterly. It will be made up of representatives of levy paying businesses and will be elected periodically. Additional members may be co-opted in a non-voting capacity, as required. The nominated representatives of The London Borough of Bromley will not be subject to re-election processes.
6. Provided that the BID is meeting its overall objectives and subject to full consultation with the Advisory Group, it shall have the ability to vary service delivery and expenditure allocation according to the changing demands of levy payers. However, any change to the BID boundary or to the headline levy rate would require a formal alteration ballot.
7. The BID will file annual accounts compiled by independent accountants with Companies House. The accounts will be available to all levy payers. An annual report on activities, including finances, will be published. An annual meeting for levy payers will be held.
8. An Operating Agreement, which includes the Council's baseline service commitments, has been agreed with Bromley Borough Council. A copy can be found at <http://www.pengebid.com>.
9. Notification of the intention to hold a ballot was sent to the Secretary of State on 23rd October 2017.

Finances

1. A cautious approach has been adopted to budgeting for the BID term, based upon national averages.
2. A levy collection rate of 97% has been assumed and this is in line with national trends.
3. The average annual levy available to be spent by the BID for the term is £122,704.
4. A contingency provision on expenditure, together with the availability of reserves, provides for an anticipated surplus of £75,672 by the end of the renewed term. This equates to 2.5% of expenditure.
5. Operating costs of the BID are estimated as 19% of total expenditure.

DRAFT




Town Centre Management



© Crown copyright and database rights 2015.
Ordnance Survey 100017661.

Tuesday, October 10, 2017 1:6800

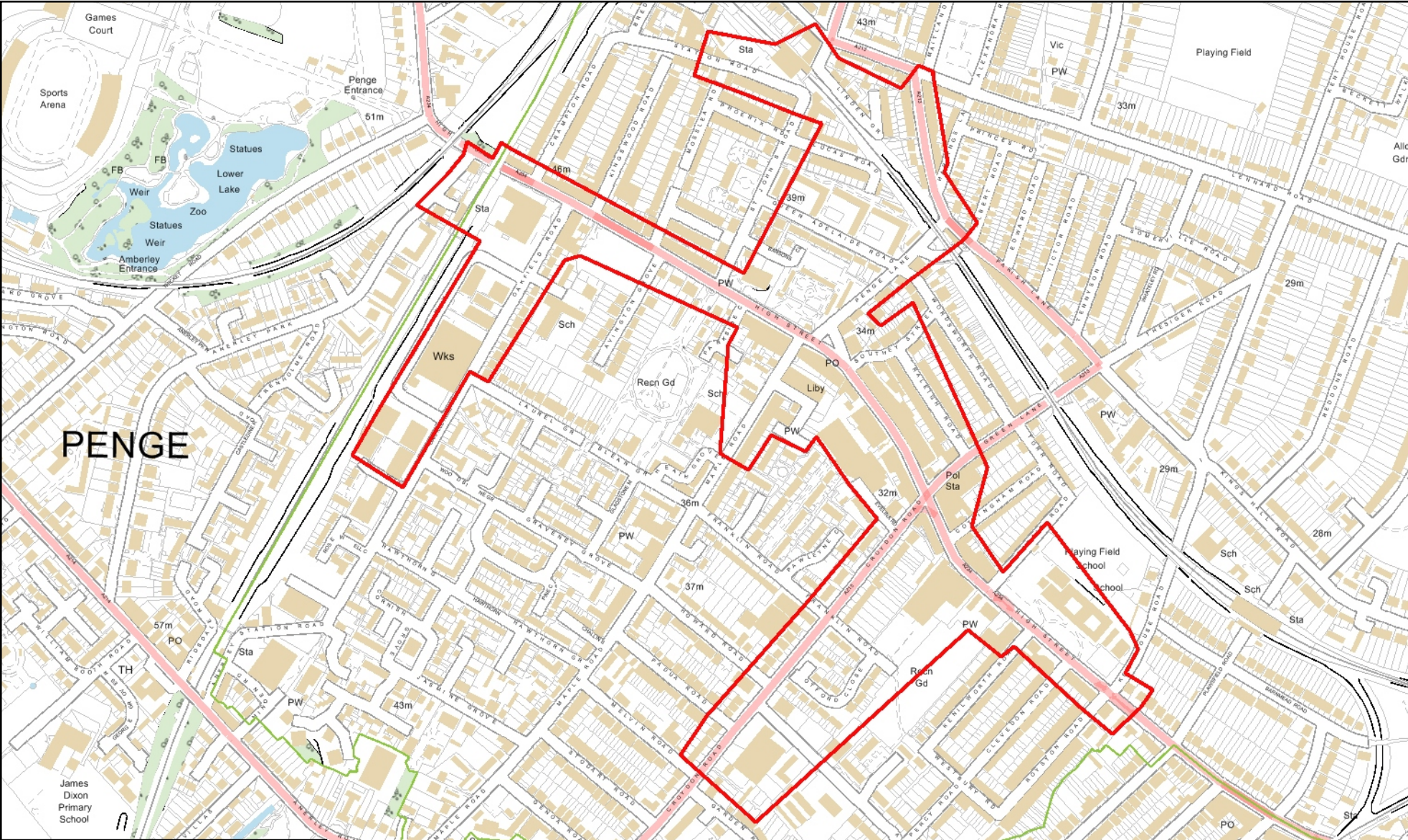
Beckenham Town Centre Boundary



THE LONDON BOROUGH
www.bromley.gov.uk

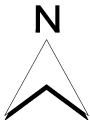
This page is left intentionally blank



Town Centre Management



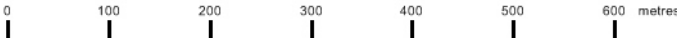
Penge Town Centre Boundary



© Crown copyright and database rights 2015. Ordnance Survey 100017661.

Tuesday, October 10, 2017

1:7500



This page is left intentionally blank

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

This page is left intentionally blank

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

This page is left intentionally blank

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

This page is left intentionally blank

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

This page is left intentionally blank

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

This page is left intentionally blank

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

This page is left intentionally blank

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

This page is left intentionally blank

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

This page is left intentionally blank

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

This page is left intentionally blank

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

This page is left intentionally blank

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A of the Local Government Act 1972.

Document is Restricted

This page is left intentionally blank