

BASELINE AGREEMENT

Dated

Parties:-

Wiltshire Council

And

Salisbury BID Company Ltd

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Baseline Agreement for Provision of Standard Services

Dated

Between

- (1) **WILTSHIRE COUNCIL** of County Hall, Bythesea Road, Trowbridge, Wiltshire, BA14 8JN, (the “**Council**”)
- (2) **SALISBURY BID COMPANY LTD**, registered as a company limited by guarantee in England with company number, 08814824, whose registered office is 35 Chequers Court, Brown Street, Salisbury, SP1 2AS, (“the **BID Company**”)

Recitals

- A The Council is the local authority for the purposes of the Local Government Act 2003 and is responsible for providing the Standard Services within the BID Area.

- B The BID Company is responsible for the management and operation of the BID and for achieving the objectives and aspirations set out in the BID Proposal.

- C The purpose of this Agreement is to set out for the avoidance of doubt the Standard Services provided by the Council within the BID Area and to set the criteria against which the provision of the Standard Services are to be assessed.

It is agreed:

Definitions

Benchmark Criteria means the performance standards set out in the statutory Codes of Practice or other statutory instruments or documents having binding force in relation to the Standard Services in Part 1 of Schedule 2

Best value indicators means any such indicators as may be published by the Council or which may by law apply to the Council from time to time.

BID Area means that area within which the BID operates (*see map of BID area in Schedule 1*)

BID means the Business Improvement District which is managed and operated by the BID Company.

BID Proposal means the plan voted for by the BID Levy Payers which sets out the objectives of the BID.

Complementary Services Agreement(s) means the agreement(s) entered into (if required) by the BID for the provision of services within the BID Area which are complementary to the Standard Services.

Complementary Service Provider means the provider of a Complementary Service.

Failure Notice means a notice served by the BID Company which:

- (a) Sets out the Standard Service which the notice relates to;
- (b) States which of the criteria are not being adhered to by the contractor or provider of the Standard Service;
- (c) Requests the Council to liaise directly with the provider or contractor for the purposes of securing compliance with the criteria.

Operating Agreement means the agreement entered into between Wiltshire Council and the BID Company which sets out various procedures for the collection monitoring and enforcement of the BID Levy.

Regulations mean The Business Improvement Districts (England) Regulations 2004 and such amendments to those regulations which may be made by the Secretary of State pursuant to Section 48 of the Local Government Act 2003 (from time to time).

Standard Services means those services which are provided by the Council within the BID Area (and the remainder of its Borough) as set out in Part 1 of Schedule 2 which identifies those services which it is required to undertake as part of its statutory function as local authority and Part 2 of Schedule 2 which identifies those services undertaken which are additional services usually provided by the Council at its discretion in conjunction with the carrying out of its statutory function.

Standard Services Review Panel means a panel comprised of one representative each from the BID Company, and Salisbury City Council, and one co-ordinating representative from the Council, with additional attendees where required attending by agreement, which is to meet as a minimum annually or as and when one party requests it where a particular need arises Ahead of budget settings for the following Contract year.

2. Statutory Authorities

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

3. Commencement

- 3.1 The terms of this Agreement shall take effect on 1st April 2024 and apply as between the BID Company and the Council and replace and supercede any previous agreement in relation to the Standard Services and the BID between those parties.

4. The Council's Obligations

4.1 The Council agrees to the following:

4.1.1 To provide the Standard Services within the BID Area at its own cost.

4.1.2 In the event that the Council is unable to continue to provide all or any part of the Standard Services within the BID Area on account of its being statutorily barred from doing so, or the same no longer forming part of the Standard Services in respect of any of those Standard Services set out in Part 1, of Schedule 2 or its having insufficient funds to secure the provision of any of those Standard Services set out in Part 2 of Schedule 2 it shall carry out the following for the BID Company:

- (a) Identify which part or parts of the Standard Services it is unable to provide;
- (b) Provide a detailed explanation of why such identified Standard Service is to be withdrawn; and
- (c) State the date upon which the Council will cease to operate the identified Standard Service.

4.1.3 To use reasonable endeavours to liaise with and (where the Council considers it to be practicable) put in place such partnering arrangements (of a formal or informal nature) with the Complementary Service Provider where the Complementary Services are complementary to or are of a similar nature to the Standard Services and to liaise with the Complementary Service Provider (where appropriate) for the purposes of conducting the any Council evaluation review were appropriate.

4.1.4 Upon receipt of a Failure Notice from the BID Company to carry out a review of the performance of the contractor or provider of the Standard Service to use reasonable endeavours to secure the improvement of the Standard Service from the contractor or provider to meet the Benchmark Criteria.

4.1.5 To use all reasonable endeavours to notify the BID Company of the removal or change of any contractor(s) responsible for providing all or any of the Standard Services as soon as reasonably possible, stating.

- (a) The removal or alteration of such contractor;
- (b) The Standard Service which such contractor is responsible for providing; and
- (c) The details of the new contractor appointed to provide the Standard Services(s).

5. Monitoring and Review

5.1 The Council and the BID Company shall set up the Standard Services Review Panel within the City Centre Officers' Group which shall be to:

5.1.1 Monitor the carrying out of the Standard Services.

5.1.2 Make any recommendations required pursuant to paragraph 5.1.1 (above) to the Council and the BID Company.

5.1.3 (Where partnering arrangements are in place between the Council and the Complementary Services Provider) to review the provision of the Standard Services and Complementary Services against such Best Value Indicators which the Council may publish from time to time and to make such improvements and/or alteration to the Standard Services and/or criteria as is appropriate to comply with or meet Best Value Indicators.

5.1.4 Review any Failure Notices served by the BID Company and steps which should be taken to secure the proper carrying out of the Standard Services;

5.1.5 Identify the need for any improvement or alteration to the Standard Services and/or Benchmark Criteria.

5.1.6 To carry out an annual review of the Standard Services to be provided and make such amendments to the level of services as may be required.

6. Joint Obligations

6.1 Both the Council and the BID Company agree:

6.1.1 For the purposes only of monitoring the standard services to review and take account of any representations or recommendations made to them by the Standard Services Review Panel and take such action as may be appropriate.

7. Licence

7.1 The Council hereby grants licence to the BID Company, its agents or Complementary Service Provider to enter onto, into or upon any land within the Council's Ownership or the highway for the purposes of: the BID Company its agents or Complementary Service Provider carrying out the operation of the continuing commercial pitch activities within the BID area; the event and animation programme.

8. Termination

8.1 This Agreement shall be terminated upon any of the following occurring:

- (a) the expiry of the BID Term on 31st March 2029 unless terminated earlier in accordance with the Regulations or by law or the BID Company is dissolved before that date;
- (b) the early termination of the BID and the giving of relevant notices as required by the Regulations and the Operating Agreement; or
- (c) The agreement of both parties.

9. Confidentiality

9.1 Both the Council and the BID Company agree to keep confidential and not to divulge to any person without the prior written consent of the other party all information (written or oral) concerning the business affairs of the other nor any information which has been exchanged about the BID Levy Payers or about other third parties which it shall have obtained or received as a result of operating the BID. This obligation shall survive the termination or lapse of the provision of the BID and will exclude information already in the public domain and information which the Council or BID Company have a legal obligation to disclose.

10. Notices

- 10.1 Any notice or other written communication to be served or given to or upon any party to this Deed to the other shall be in writing and shall be sent to the address provided for above or such substitute address in England as may from time to time have been notified by that party.
- 10.2 A Notice may be served by
- 10.2.1 Delivery to the Council's address or specified above;
 - 10.2.2 Delivery to the Company Secretary at the BID Company's address specified above.
 - 10.2.3 Registered or recorded delivery post.
- 10.3 Any notice served shall be deemed to have been validly served or given at the time when in the ordinary course of business it would have been received.

11. Miscellaneous

- 11.1 For the avoidance of doubt where any part of this Agreement is incompatible with the Regulations, then such part shall be struck out and the balance of this Agreement shall remain
- 11.2 The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- 11.3 For the avoidance of doubt the provisions of this Deed (other than those contained in this Clause) shall not have any effect until this document has been dated.
- 11.4 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 Deed.

- 11.5 References to the Council include any successors to its functions as local authority.
- 11.6 References to statutes, bye laws, regulations, orders, delegated legislation shall include any such instrument re-enacting or made pursuant to the same power.

12. Exercise of the Council's Powers

- 12.1 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 statute byelaws statutory instruments orders and regulations in the exercise of its functions as a local authority.

13. Contracts (Rights of Third Parties)

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

14. Arbitration

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

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

14.1.2 The parties shall jointly appoint the arbitrator not later than 28 (twenty-eight) days after service of a request in writing by either party to do so.

14.1.3 If the parties are unable to agree within 28 (twenty eight) days as to the appointment of such arbitrator then such arbitrator (hereinafter referred to as "the Tribunal") shall be appointed on the application of either party to the President for the time being of the Law Society.

14.1.4 In the event of a reference to arbitration the parties agree to:

- (a) Prosecute any such reference expeditiously; and

- (b) Do all things or take all steps reasonably necessary in order to enable the Tribunal to deliver any award (interim, final or otherwise) as soon as reasonably practicable.

14.1.5 The award shall be in writing signed by the arbitrator.

14.1.6 The award shall be final and binding both on the parties and on any persons claiming through or under them.

Signed by the parties (or their duly authorised representatives)

Authorised Signatory:

SALISBURY BID COMPANY LTD

Position:

Date:

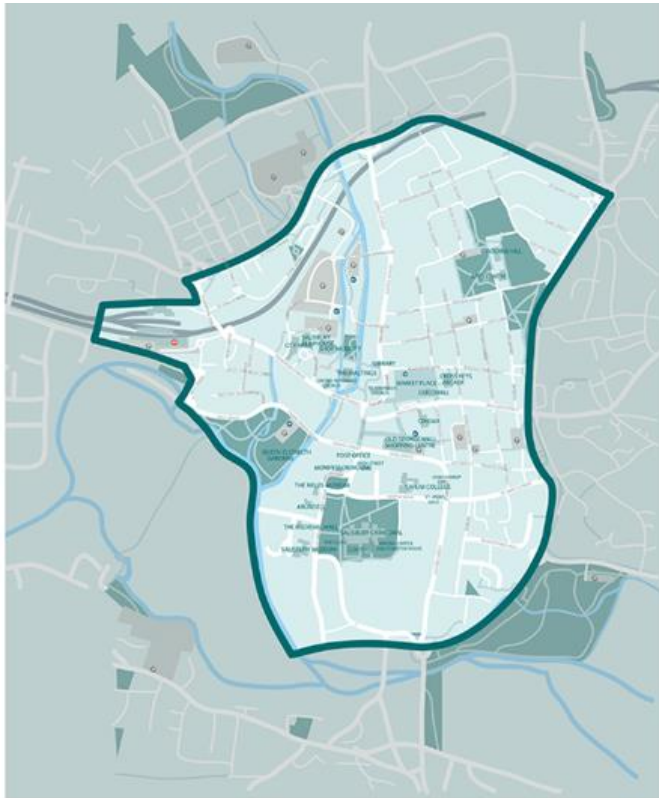
Authorised Signatory:

WILTSHIRE COUNCIL

Position:

Date:

SCHEDULE 1 – BID Area



List of Streets

Avon Approach	High Street	Queen Street
Bedwin Street	Malthouse Lane	Rollestone Street
Blue Boar Row	Market Place	Salt Lane
Bourne Hill	Market Walk	Scots Lane
Bridge Street	Milford Street	Silver Street
Brown Street	Mill Road	South Western Road
Butcher Row	Mill Stream	St Ann Street
Castle Street	Approach	St Johns Street
Catherine Street	Minster Street	St Thomas's Square
Chipper Lane	New Canal	Summerlock
Crane Street	New Street	Approach
Cranebridge Road	North Walk	The Close
Culver Street	Oatmeal Row	The Maltings
Endless Street	Old George Mall	Water Lane
Fish Row	Ox Row	West Walk
Fisherton Street	Priory Square	Winchester Street

SCHEDULE 2 – The Standard Services

The purpose of this schedule is effectively to set the "baseline" for the services and to set out the basic criteria against which the standard services are to be assessed.

Part 1 should identify such services (within the relevant service area) which the Council is required to provide as part of this statutory duty.

SCHEDULE SERVICES

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Task	Comment	WC Statutory Minimum
Litter Picking	Litter examples include: <ul style="list-style-type: none"> • Dog/ animal faeces • Cigarette waste & cigarette packets • Beverage and drinks containers • Food containers or utensils • Publications, magazines and newspapers • Shopping and other bags • Removal of pigeon droppings from pathways and footways • Removal of fallen branches, wood, metal and plastic objects • Removal of leaf and blossom falls to an approved programme 	COPLR (please refer to Annex A – Code of Practice for Litter and Refuse)
Emptying of Litter Bins		None
If emptying the provision of Litter Bins		None

Removal of Bulky Waste (but no enforcement related tasks)		COPLR
Pressure Washing WC Pavements		None
Cleaning WC car park walls, windows, lifts, Stairwells and open areas		None
Removal of Fly Posting (but no enforcement related tasks)		None
Graffiti Removal (but no enforcement related tasks)		None
Leaf Clearance		None
Seats/ benches/ bollards	WC's prior written permission must be given in respect of Highway furniture.	None
Weed Control (amenity hard areas and highways)	Responsibility for weeds	None
Bus shelter maintenance	Litter collection and cleaning (graffiti, fly posting, moss etc. removal)	COPLR

Part 2 of the Schedule should set out those services which the Council provides as part of its "standard" routine but which are above those provided as part of its usual statutory function. The point here being that the BID Company should nonetheless consider this part of the standard service provided by the Council in that BID Levy funds should not be used to fund initiatives which the Council has already committed itself to/provide.

Car Parks / Parking initiatives

All public car parks are marked on their entrance and are listed @ [Salisbury - Wiltshire Council](#). For parking initiatives and schemes the SBID can review parking arrangements and come to conclusions on outcomes for them to fund. The council will support the SBID with possible options and the calculation of any costs of the proposals the SBID would incur.

Highway Enquiries

The highway is clearly identified, but any detailed queries on whether maintainable at public expense should be made to Definitive Map DefinitiveMap@wiltshire.gov.uk.

Service Delegation and Asset Transfer

SBID should refer to the Service Delegation and Asset Transfer document for the Salisbury Transfer, and agree with Salisbury City Council a similar Baseline Agreement for services.