

Dated 11th September 2020

Between

SLOUGH BOROUGH COUNCIL

AND

SLOUGH TOWN CENTRE BID LTD

BID LEVY OPERATING AGREEMENT

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SCHEDULE 1 – THE BID LEVY RULES

SCHEDULE 2 – PLAN OF THE BID AREA

SCHEDULE 3 – THE BID PROPOSALS

SCHEDULE 4 – COSTS SCHEDULE

THIS AGREEMENT is dated 11th September 2020

PARTIES

- (1) **SLOUGH BOROUGH COUNCIL** of Observatory House, 25 Windsor Road, Slough, Berkshire SL1 2EL ("the Council").
- (2) **SLOUGH TOWN CENTRE BID LTD** incorporated and registered in England and Wales with company number 12346226 whose registered office is at Coleridge House, 5-7 Park Street, Slough, SL1 1PE ("the BID Company").

BACKGROUND

- (A) The Council is the billing authority for the purposes of the Local Government Act 2003 and is responsible for collecting the BID Levy and administering the BID Revenue Account which shall be used towards the operation of the BID within the area of the Council and the funding of the BID Arrangements.
- (B) Between 30th May and 27th June 2019 a ballot was held on the BID proposals the results being that BID proposals received a secure approval on 28th June 2019 the ballot result date.
- (C) With effect from 1 April 2020, the BID Company will become 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.
- (D) Both parties wish to confirm the arrangements by which the BID Levy is 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.
- (E) The purpose of this Agreement is to:
 - establish the procedure for setting the BID Levy.
 - confirm the basis upon which the Council will be responsible for collecting the BID Levy.
 - set out the enforcement mechanisms available for collection of the BID Levy.
 - set out the procedures for accounting and transference of the BID Levy.
 - provide for the monitoring and review of the collection of the BID Levy.
 - confirm the manner in which the Council's expenses incurred in collecting the BID Levy shall be accounted for.
 - provide for the monitoring and review of the spending of the BID Levy by the BID Company and its internal control arrangements.

It is agreed as follows:

AGREED TERMS

1. Definitions

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Bad or Doubtful Debts shall have the same meaning as further described in Part 2 of Schedule 3 of the Regulations

Balancing Payment means the difference between the sum of the First and Second Advance Payments and the actual total sum of the BID Levy collected by the Council for the relevant Financial Year as ascertained by Council and notified to the BID Company within three (3) calendar months after the end of the financial year in question. If the aggregate of the two former payments exceed the latter, it is negative, if the aggregate of the former payments is less than the latter, it is positive

BID means Business Improvement District as defined by the Local Government Act 2003 Part 4 and The Business Improvement Districts (England) Regulations 2004

BID Area is identified on the map in Schedule 2

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

BID Company's Report means a report for each Financial Year to be prepared by the BID Company which details 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 schemes upon which the BID Levy has been expended by the BID Company analysed in line with the agreed BID Proposals.

BID Internal Control Arrangements means the arrangements put into place by the BID Company under Clause 3.2 as revised from time to time under Clause 3.2 following an independent review

BID Levy	means the charge to be levied and collected within the BID area pursuant to the Regulations
BID Levy Payer(s)	means the non-domestic rate payers responsible for paying the BID Levy
BID Levy Rules	means the rules set out in Schedule 1 of this Agreement which sets out how the BID Levy will be calculated, details of Exempt Properties and other requirements related to the BID Levy (as may be amended by a successful alteration ballot pursuant to the Regulations)
BID Proposals	means the BID Company's BID Proposals set out in Schedule 3 to this Agreement
BID Revenue Account	means the account to be set up in accordance with Regulation 14 and operated in accordance with Schedule 3 of the Regulations
BID Term	means the period commencing on the Operational Date and expiring on 31 st March 2025
CLA	means the Commission for Local Administration
Confidential Information	means information, the disclosure of which would constitute an actionable breach of confidence, which has either been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including commercially sensitive information, information which relates to the business, affairs, properties, assets, trading practices, the Services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either Party and all Personal Data
Confidentiality Expiry Date	means the date one (1) year following the expiry of the BID Term
Contributors	means the BID Levy Payers or other contributors making voluntary contributions to the BID Company
Demand Notice	shall have the same meaning ascribed to it as further set out in paragraph 3 of Schedule 4 of the Regulations
Dispute Resolution Procedures	means the procedures set out in Clause 16
Data Protection Legislation	means (i) the DPA; (ii) the GDPR, the LED and any

	applicable national implementing Laws as amended from time to time; and (iii) all applicable Law about the processing of Personal Data and privacy
DPA	means the Data Protection Act 2018 to the extent that it relates to processing of Personal Data and privacy
EEA State	means a state which is a contracting party to an agreement on the European Economic Area pursuant to Section 70 DPA
Execution Date	means the date of the execution of this Agreement by the parties
Exempt Properties	means those class or classes of properties as identified in the BID Levy Rules which shall be exempt from any requirement to pay the BID Levy
Financial Year	means the period of twelve (12) consecutive months from 1st April to the following 31st March
First Advance Payment	means the Council to pay the BID in three instalments each year. 75% of the annual levy total on 1 st April, 20% on 1st October and a balancing figure on 1st July
FOIA	means the Freedom of Information Act 2000, and any subordinate legislation made under this Act from time to time, together with any guidance or codes of practice issued by the Information Commissioner or such other individual, body or organisation which may from time to time replace the Information Commissioner
GDPR	means the General Data Protection Regulation (Regulation (EU) 2016/679)
Hereditament	shall have the same meaning as defined in Regulation 1 (2)
Information	has the meaning given under section 84 of the Freedom of Information Act 2000
LED	means the Law Enforcement Directive (Directive (EU) 2016/680)
Legislation	means any Act of Parliament or subordinate legislation within the meaning of Section 21 (1) of the Interpretation Act 1978, any exercise of the

	Royal Prerogative, and any enforceable community right within the meaning of Section 2 of the European Communities Act 1972, in each case in the United Kingdom
Liability Order	has the meaning given in Regulation 10 of the 1989 Regulations
Operational Date	means 1 April 2020 being the date upon which the BID Arrangements come into force
Party	means a party to this Agreement and Parties shall be construed accordingly
Personal Data / Personal Data Breach	the meaning given in the GDPR
Public Meeting	means the meeting to be held of all BID Levy Payers pursuant to Regulation 18(1)(a)(ii)
Regulations	means the Business Improvement Districts (England) Regulations 2004 SI 2004 No. 2443 and such amendments made from time to time by the Secretary of State pursuant to Section 48 Local Government Act 2003
Relevant Authority	means any court with the relevant jurisdiction and any local, national or supra-national agency, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom or of the European Union
Reminder Notices	means the notices to be served by the Council pursuant to Clause 7.2
Second Advance Payment	means the sum calculated by multiplying the total BID Levy due from each BID Levy Payer in accordance with the BID Levy Rules by 95%, in each case less the amount of the First Advance Payment for such Financial Year
Working Day	means a day (other than a Saturday or a Sunday) on which banks are open for domestic business in Slough
1989 Regulations	means the Non Domestic Rating (Collection and Enforcement) (Local Lists) Regulations 1989 SI 1989 No 1058

2. Statutory Authority and Interpretation

- 2.1 This Agreement is made pursuant to Part 4 of the Local Government Act 2003 and the Regulations.
- 2.2 This Agreement shall be interpreted according to the following provisions, unless the context requires a different meaning:
 - 2.2.1 words importing persons shall, where the context so requires or admits, include individuals, firms, partnerships, trusts, corporations, governments, governmental bodies, authorities, agencies, unincorporated bodies of persons or associations and any organizations having legal capacity;
 - 2.2.2 References to any statutes and statutory instruments are to be construed as references to those statutes and statutory instruments as from time to time amended or to any statutes and statutory from time to time replacing, extending, consolidating or amending the same.

3. Calculating the BID Levy and BID Internal Control Arrangements

- 3.1 No later than fourteen (14) days prior to 1st April in each Financial Year, the Council shall:-
 - 3.1.1 Calculate the BID Levy due from each BID Levy Payer in accordance with the BID Levy Rules; and
 - 3.1.2 Confirm in writing to the BID Company the BID Levy payable annually by each BID Levy Payer.
- 3.2 The BID Company shall, within twenty (20) Working Days of the 1st April in each Financial Year, supply the Council with a copy of its BID Internal Control Arrangements which are designed to ensure that the BID Levy as passed by the Council to the BID Company under Clause 8 is spent effectively, efficiently and economically in accordance with the BID Proposals PROVIDED THAT:-
 - 3.2.1 The BID Company shall arrange for an independent review of the BID Internal Control Arrangements every twelve (12) months, the first review to be undertaken no later than 1st April 2021 and thereafter on or before the 1st April of each subsequent year.
 - 3.2.2 The BID Company shall provide the Council with a copy of the related report and findings of the independent review and its proposals and timescales to implement any recommended action as detailed in the report and findings within one (1) month of the publication of the report and the findings.
 - 3.2.3 The BID Company shall within one (1) month of supply to the Council of the information under **Clause 3.2.2**, confirm in writing to the Council any revision to the BID Internal Control Arrangements and

any other action taken in accordance with its proposals as disclosed under **Clause 3.2.2**.

3.2.4 If the BID Company shall fail to comply with its obligations under **Clause 3.2.1** the Council may employ an independent person to carry out the review under **Clause 3.2.1** and deduct all costs reasonably incurred in so doing from any payment due to the BID Company under **Clause 8**.

4 The BID Revenue Account

4.1 The Council shall set up the BID Revenue Account and confirm in writing to the BID Company that the BID Revenue Account has been set up.

4.2 The BID Company shall provide the Council with details of its bank account into which payments are to be made by the Council under **Clause 8**.

5 Debits from the BID Revenue Account

5.1 The Council shall seek a service charge of £35 per Hereditament per annum to collect the BID levy. It is envisaged that the BID will have approximately 495 hereditaments in year 1 of its operation which would equate to a costs of £17,325 for year 1 from the BID Company to the Council to cover the costs of collecting the BID Levy. In addition the Council agrees that it shall only debit:

5.1.1 Sums equal to the First Advance Payment, the Second Advance Payment and the Balancing Payment under Clause 8; and

5.1.2 Bad or Doubtful Debts;

From the BID Revenue Account and if to the extent the Council is required by the Regulations to debit any further sums from the BID Revenue Account it shall immediately credit an equal sum to the BID Revenue Account.

5.2 The Council will cover a one off cost for the purchase and implementation of software and software licenses as set out in Schedule 1 and 4..

6 Collecting the BID Levy

6.1 The Council shall serve Demand Notices on each BID Levy Payer at the start of each Financial Year and shall continue to calculate the BID Levy and serve Demand Notices in each Financial Year of the BID Term. Although the Council shall serve Demand Notices on each BID Levy Payer once a year, the BID Levy Payer will note two separate amounts – one for the Non Domestic Rates and another one for the BID Levy. These will be produced to the BID Levy Payer as two separate bills and these bills will be dispatched separately

- 6.2 The Council shall maintain an accurate and up to date list which identifies payment and non payment of the BID Levy and shall make this available to the BID Company on a quarterly basis on a date to be agreed at the beginning of each Financial Year.
- 6.3 The BID Levy Payer queries regarding the BID or levy will be dealt with by the BID Company. Queries that are received directly by the Council will be referred to a named contact provided by the BID Company for resolution. Queries regarding payments and payment arrangements will be dealt with by the Council.
- 6.4 If the BID Company determines that there has been a change which may affect the amount of the BID Levy for the current or a future financial year or is aware of any change in the occupier of a hereditament or the merger or division of a hereditament (or provision of an additional hereditament), the BID Company shall inform the Council in writing accordingly. In accordance with Council procedures any appropriate changes will then be made to the BID Company's account by the Council.
- 6.5 The Council shall use all reasonable endeavours, which are consistent with its usual procedures for the collection of non-domestic rates, to collect the BID Levy on the date specified (pursuant to **Clause 6.1**) and thereafter on an annual basis and in accordance with the procedure set out in Schedule 4 of the Regulations.

7 Enforcement of Payment of the BID Levy

- 7.1 In the event that the BID Levy is not paid by a BID Levy Payer within 14 days of the due date on the Demand Notice, the Council will issue reminders to all of the businesses.

The reminder notices shall:

- 7.1.1 identify the sum payable;
- 7.1.2 provide a further seven (14) days for payment to be made;
- 7.1.3 if no payment is made a Final Reminder shall be served which will confirm that
- 7.1.4 the Council will apply to the Magistrates' Court for a Liability Order to recover the unpaid BID Levy (together with costs);
- 7.2 If after a further seven (28) days from the payment date stated in the Final Reminder Notices the outstanding amount of the BID Levy has not been paid by the BID Levy Payer, the Council shall make arrangements for an application to be made to the Magistrates' Court summoning the BID Levy Payer for non-payment of the BID Levy. The BID Levy Payer will be responsible for paying the court costs as defined by the Council.

- 7.3 If the outstanding amount of the BID Levy (together with costs) is not paid in full by the court date, the Council shall make an application to the Magistrates Court to be granted a Liability Order to recover the outstanding sum of the BID Levy (and costs) as is permitted by the Regulations and the 1989 Regulations.
- 7.4 If payment is not made within seven (14) days following the granting of a Liability Order the case will be passed to the Council's appointed Enforcement Agents for recovery of the debt.

8 Payment to the BID Company and Reconciliation

- 8.1 No later than 10 (ten) Working Days following the Execution Date or Operational Start Date (whichever is the later), the Council shall pay the BID Company the First Advance Payment. In the following Financial Years the Council shall pay the BID Company the First Advance Payment on 1st April in each of those Financial Years.
- 8.2 No later than 10 (ten) Working Days after the sixth month following the Execution Date or Operational Start Date (whichever is the later) the Council shall pay the BID Company the Second Advance Payment. In the following Financial Years the Council shall pay the BID Company the Second Advance Payment on 1st October of such Financial Years.
- 8.3 Except in the first year, no later than 25th July after the end of each Financial Year, the Balancing Payment shall be payable. If it is negative, it shall be payable to the Council by the BID Company, and, if it is positive, it is payable by the Council to the BID Company.

9 Meetings and Monitoring

- 9.1 Within one calendar month from the Commencement Date (1st April 2020), the parties shall agree the frequency for meetings to be held throughout the duration of the BID Term. The meetings shall be BID Levy Monitoring Meetings.
- 9.2 At each meeting, the BID Levy Monitoring Group shall:
- 9.2.1 review the effectiveness of the collection and enforcement of the BID Levy and note any amount to be written off;
 - 9.2.2 if required, review and assess the information provided under this Agreement and make recommendations provided they are permitted by the Regulations and the terms of this Agreement.
 - 9.2.3 The parties shall co-operate, with each other in carrying out the monitoring referred to in Clause 9.

9.3 The BID Company shall ensure to provide each year the Statutory Explanatory Notes leaflet to the Council by the 15th January for distribution with the BID levy bill for the following financial year

10 Termination

10.1 The Council may not terminate the BID Arrangements under Regulation 18(1)(a) of the Regulations unless it shall have first served written notice on the BID Company and, in addition to holding a Public Meeting, shall have met with the BID Company as soon as is reasonably practicable to discuss and review the following:

10.1.1 the basis of the Council's view that the BID Company has insufficient finances to meet its liabilities for the relevant period;

10.1.2 the amount of its funds; and

10.1.3 alternative means by which the deficit can be remedied, and shall have allowed the BID Company a reasonable timescale within which to specify a financial solution that is acceptable to the Council.

10.2 The Council may not terminate the BID Arrangements under Regulation 18(1)(b) of the Regulations unless it shall have first served written notice on the BID Company setting out its intention to do so and shall have met with the BID Company as soon as is reasonably practicable to discuss and review the following:

10.2.1 the services or works which the Council is no longer able to provide together with confirmation and details as to why such works or services cannot be provided;

10.2.2 whether such works or services are of material importance to the BID so that termination of the BID Arrangements is the only option;

10.2.3 alternative means of procuring the said services or works by third parties or increased financial funding from the BID Company;

10.2.4 alternative replacement services or works which will be acceptable to the BID Company; and

10.2.5 shall have afforded the BID Company a reasonable timescale within which to specify a practical solution that is acceptable to the Council.

10.3 If the BID Company shall fail to attend a meeting at a time specified by the Council on a Working Day following the giving of five (5) Working Days' notice then the Council shall have discharged its obligations under **Clause 10.1** or as appropriate to meet with the BID Company.

- 10.4 In the event that the Council is not satisfied with the solutions offered by the BID Company under **Clauses 10.1** or **10.2** as appropriate or if no solution is offered, and subject to consideration of representations made by any BID Levy Payer at the Public Meeting then the Council shall be permitted to terminate the BID Arrangements provided that notice by the Council to terminate the BID shall be provided to the BID Company no less than twenty eight (28) days prior to termination taking place.
- 10.5 Upon termination of the BID Arrangements the Council shall ascertain whether there is a credit in the BID Revenue Account and in the event that there are sufficient funds in the BID Revenue Account amounting to a refund of at least £5 for each BID Levy Payer (having already deducted a reasonable sum for the administration of such refund) then the Council shall:
- 10.5.1 calculate the amount to be refunded to each BID Levy Payer;
- 10.5.2 ensure that the amount to be refunded is calculated by reference to the amount payable by each BID Levy Payer for the last chargeable period; and
- 10.5.3 make arrangements for the amount calculated to be credited any outstanding liabilities of each BID Levy Payer or, where there are no such liabilities, refunded to the BID Levy Payer.
- 10.6 Upon termination of the BID the Council shall notify the BID Levy Payers of such termination in accordance with Regulation 18(6) of the Regulations together with confirmation as to whether any part of the BID Levy is to be repaid to BID Levy payers in accordance with Clause 10.5.
- 10.7 The BID Company shall not terminate the BID Arrangements if:
- 10.7.1 the works or services under the BID Arrangements are no longer required; or
- 10.7.2 the BID Company is unable, due to any cause beyond its control to provide works and services which are necessary for the BID to continue;
- unless and until it shall have first served a written notice on the Council setting out its intention to do so and setting out full particulars as to how such decision has been reached and allowed the Council at least twenty eight (28) days to submit written representations for consideration by the BID Company and thereafter carried out a proper consultation with all relevant representatives, including representatives of the business community of the BID Area as considered appropriate by the Council.
- 10.8 Upon termination of the BID Arrangements the BID Company shall notify the Council of such termination in accordance with Regulation

18(5) and the Council shall notify the BID Levy Payers pursuant to Regulation 18(6) together with confirmation as to whether any part of the BID Levy is to be repaid to BID Levy Payers in accordance with Clause 10.5.

11 Confidentiality

11.1 The parties shall not disclose any Confidential Information and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any Confidential Information.

11.2 **Clause 11** shall not apply to:

11.2.1 any disclosure of Confidential Information that is reasonably required by persons engaged in the performance of its obligations under the Agreement;

11.2.2 any Confidential Information which a party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this **Clause 11**;

11.2.3 any disclosure to enable a determination to be made under the Dispute Resolution Procedures;

11.2.4 any disclosure which is required by any Legislation (including any order of a court of competent jurisdiction), any Parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law;

11.2.5 any disclosure of Confidential Information which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;

11.2.6 any disclosure of Confidential Information by the Council to any other Relevant Authority;

11.2.7 any disclosure for the purpose of the examination and certification of a party's accounts;

11.2.8 any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Council has used its resources;

11.2.9 disclosure to a party's professional advisers;

11.2.10 disclosure to the Council's members;

11.2.11 any disclosure required or permitted by the Freedom of Information Act 2000 or in compliance with the FOIA Scheme;

11.2.12 any disclosure made by a party following the prior written consent of the party owning the Confidential Information;

11.2.13 any disclosure made by a party where it has requested the owning party to consent to such disclosure and the owning party has either: -

11.2.13.1 failed to respond within 10 Working Days of the issue of such request;

11.2.13.2 refused such request and has failed to set out its reasons for such refusal; or

11.2.13.3 unreasonably refused to grant such consent or has granted it on terms or subject to conditions which are unreasonable;

11.2.14 any disclosure made following the Confidentiality Expiry Date.

- 11.3 Where disclosure is permitted under **Clause 11.2**, other than **Clauses 11.2.4, 11.2.7, 11.2.8 and 11.2.12**, the recipient of the information shall be made subject to the same obligation of confidentiality as that contained in this Agreement.
- 11.4 For the purposes of the National Audit Act 1983 the District Auditor may examine such documents as it may reasonably require which are owned, held or otherwise within the control of the BID Company and may require the BID Company to produce such oral or written explanation as he considers necessary for audit purposes.
- 11.5 The Commission for Local Administration ('CLA') may investigate complaints of injustice in consequence of maladministration against the Council under the Local Government Act 1974 which can include complaints relating to the BID Arrangements. If such a complaint is made the BID Company shall:
- 11.5.1 fully and promptly answer whether oral or written from the CLA and shall send the Council a copy of any communication to the CLA at the same time as it is sent to the CLA;
- 11.5.2 co-operate fully and courteously in any investigation by the CLA;
- 11.5.3 fully and promptly respond to any communication from the Council concerning the complaint so that the Council may answer any issue raised by the CLA directly with the Council;

- 11.5.4 Pay to the Council any compensation paid as a result of a finding of maladministration if and to the extent that maladministration was caused to by any act or omission of the BID Company subject to a maximum of two thousand pounds.
- 11.6 In relation to all Personal Data, the BID Company shall at all times comply with the DPA as a data controller if necessary, including maintaining a valid and up to date registration or notification under the DPA covering the data processing to be performed in connection with the BID Arrangements.
- 11.6.1 The BID Company shall only undertake processing of Personal Data reasonably required in connection with the BID Arrangements and shall not transfer any Personal Data to any country or territory which is not an EEA state.
- 11.6.2 The BID Company shall not disclose Personal Data to any third parties other than:
- 11.6.2.1 to employees to whom such disclosure is reasonably necessary in order for the BID Company to carry out the BID Arrangements
- 11.6.2.2 to the extent required under a court order, provided that disclosure under **Clause 11.6.2.1** is made subject to written terms substantially the same as, and no less stringent than, the terms contained in this **Clause 11.6** and that the BID Company shall give notice in writing to the Council of any disclosure of Personal Data it is required to make under **Clause 11.6.2.2** immediately it is aware of such a requirement.
- 11.6.3 The BID Company shall bring into effect and maintain all technical and organizational measures to prevent unauthorised or unlawful processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data including but not limited to take reasonable steps to ensure the reliability of staff having access to the Personal Data and the Council may be entitled to obtain from the BID Company , at reasonable intervals (but not more than once in any Financial Year), a written description of such technical and organisational methods.

12 Freedom of Information

- 12.1 The BID Company acknowledges that the Council is subject to the requirements of the Freedom of Information Act 1988 (FOIA) and shall assist and co-operate 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, and the BID

Company shall be entitled to make representations to the Council regarding disclosure within 10 days of being so notified.

- 12.2 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.
- 12.3 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.
- 12.4 Where the BID Company has made representations to the effect that information should remain confidential, and the Council determines that such information should nevertheless be disclosed, the Council will give 10 clear days' notice to the BID Company of its intention to disclose.
- 12.5 The BID Company acknowledges that any list 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.
- 12.6 The obligations set out in Clause 10 of this Agreement shall survive the termination or lapse of the BID Arrangements.

13 Notices

- 13.1 Any notice or other written communication shall be sufficiently served if served personally to the addressee, or if sent by prepaid first or second class or recorded delivery post, or by e-mail to the correct address.
- 13.2 A notice may be served by:
- 13.2.1 delivery to the Section 151 Officer at the address of the Council specified above;
 - 13.2.2 delivery to the BID Company Directors at the address of the BID Company;
 - 13.2.3 registered or recorded delivery post to such addresses;
 - 13.2.4 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;

- 13.2.5 any notice 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.

14 Miscellaneous

- 14.1 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 the parties shall endeavour to agree an amendment to the Agreement and if they fail to reach agreement, either party may institute the Dispute Regulations Procedures.
- 14.2 The headings appearing in this Agreement are for ease of reference only and shall not affect the construction of this Agreement.
- 14.3 References to the Council include its successors to its functions as a billing authority.
- 14.4 A reference to any Act of Parliament or to any Order, Regulation, Statutory Instrument, or the like shall include a reference to any amendment or re-enactment of the same.
- 14.5 This Agreement constitutes the entire agreement and understanding of the parties as to the subject of this Agreement and, save as may be expressly referred to or referenced in this Agreement supersedes all prior representations, writings, negotiations or understandings with respect to this Agreement except in respect of any fraudulent misrepresentation made either by the Council or the BID Company.

15 Rights and Duties Reserved

For the avoidance of doubt it is hereby agreed and declared that nothing in this Agreement, express or implied, shall prejudice or affect the Council's rights, powers, duties and obligations in the exercise of its functions as a local authority and the rights, powers, duties and obligations of the Council under all public and private statutes, bye-laws, orders, regulations and statutory instruments may be fully and effectively exercised in relation to the subject matter of this Agreement and any consent, approval, licence or permissions required under this Agreement unless stated otherwise shall be in addition to, and not in substitution for, any consent, approval, licence or permissions required to be obtained under any statute, bye-laws or other Legislation.

16 Contracts (Rights of Third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement. Therefore a person who is not a party to this Agreement shall not be able to enforce any of its terms against either the Council or the BID Company.

17 Dispute Resolution

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

17.1 Resolution by Senior Officers

Any dispute or difference of any kind whatsoever arising between the parties out of or in connection with this Agreement shall first be discussed by the Chairman of the BID Company and the Council's Chief Executive (or their respective nominated representatives).

17.2 Mediation

If the parties are unable to resolve the dispute under Clause 17.1 they may decide to refer the dispute to mediation on the terms of the Slough BID model mediation procedure produced by the Centre for Effective Dispute Resolution, subject to the proviso that any such mediation shall be completed within four (4) weeks of referral (or such longer period as the parties may agree).

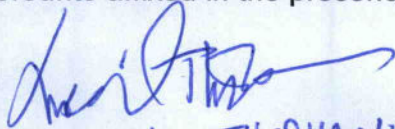
17.3 Arbitration

Save where the parties have agreed in writing that a decision under **Clause 17.1** or an agreement reached at or during mediation under **Clause 17.2** as appropriate, is to be final and binding, either party may refer the dispute to arbitration before a single arbitrator as follows:

- 17.3.1 If the parties shall fail to agree upon an arbitrator within twenty eight (28) days of one party serving upon the other a written notice to concur in the appointment of an arbitrator, then the arbitrator shall be appointed by the President or the Vice President of the Chartered Institute of Arbitrators.
- 17.3.2 The Arbitration Act 1996 shall apply to such arbitration.
- 17.3.3 The arbitrator shall have power to open up, review and revise any certificate, opinion or decision of the Council.
- 17.3.4 The parties hereby agree and consent pursuant to Sections 45(2)(a) and 69(2)(a) of the Arbitration Act 1996 that either party;
 - 17.3.4.1 may appeal to the High Court on any question of law arising out of an award made in an arbitration under this Agreement;

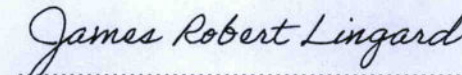
IN WITNESS OF WHICH THE PARTIES HAVE SIGNED THIS AGREEMENT THE DAY AND YEAR FIRST BEFORE WRITTEN

The Common Seal of
SLOUGH BOROUGH COUNCIL
was hereunto affixed in the presence of:


SUSHIL THOBHANI
SERVICE LEAD GOVERNANCE
Authorised Signatory Officer



Executed as a deed by
SLOUGH TOWN CENTRE BID LTD
acting by: two directors, or by a director
and its secretary, or by a single director
in the presence of a witness


.....
Director

Witness signature:


.....
Director / Secretary

Witness name:

Address:

.....

.....

- 17.3.4.2 may apply to the High Court to determine any question of law arising in the course of the reference; and the parties agree that the High Court should have jurisdiction to determine any such question of law.
- 17.3.5 **Subject to Clause 17.3.4**, the award of the arbitrator shall be final and binding on the parties.
- 17.3.6 The parties agree that the maximum recoverable costs which may be awarded to the successful party in the arbitration shall not exceed one half of the sum claimed by the Claimant in the arbitration ("**the Claim Sum**"). The Claim Sum is the aggregate of the total damages specified in the Claimant's Points of Claim or Statement of Case, and the total interest so specified (excluding in both cases any sums which are not quantified) notwithstanding any subsequent amendment of the same.
- 17.3.7 The parties agree pursuant to Sections 61 and 62 of the Arbitration Act 1996 that, if the total sum (including interest) awarded to the Claimant in the arbitration (less any sum (including interest) awarded to the Respondent in a counterclaim in the arbitration) does not exceed 20% of the Claim Sum as defined by **Clause 17** then the arbitrator in determining how costs are to be allocated shall not (if he is minded to make an award in the Claimant's favour) award the Claimant more than the lesser of: -
- 17.3.7.1 50% of the maximum recoverable costs as defined and limited by reference to **Clause 17.3.6**.
- 17.3.7.2 50% of the Claimant's recoverable costs.

SCHEDULE 1: THE BID LEVY RULES

1. General

The Local Government Act 2003 enables the local authority to issue a demand for a BID Levy. The BID Levy is collected by the Council and held in a separate account for the exclusive use of the BID. The liable person to pay the BID Levy is the ratepayer liable for non-domestic rates in respect of the Hereditament.

2. Non-Domestic Rate Payers

The BID Levy will be applied to all non-domestic ratepayers with Hereditaments in the BID Area who are identified in the 2017 valuation list issued by the Valuation Office Agency.

3. Chargeable Period

The chargeable period will be the BID Term namely a period of five (5) years from 1 April 2020 to 31 March 2025.

4. Percentage Levy

- 4.1 A 1.25% BID Levy will be applied to rateable values listed in the 2017 Local Non-domestic Rating List as at 1 April 2020.
- 4.2 Tenants of shopping centres or businesses that otherwise pay a management fee for service charges will pay a discounted levy of 0.75% of the rateable value.
- 4.3 All properties or hereditaments with a rateable value of £10,000 or more will be eligible for payment of the levy.
- 4.4 The BID levy for properties with a rateable value greater than £1 million will be capped at a levy of £15,000. Where one levy payer is responsible for more than one property or hereditament, where the aggregate levy of those properties totals more than £15,000, the levy payer will be eligible to apply to the BID Board for the same cap to be applied.
- 4.5 A guaranteed cap of £30,000 is likely to be applied to the liability for empty properties at the Queensmere and Observatory shopping centres which will be demolished by the end of the first 5-year term of the BID.
- 4.6 Properties or hereditaments with a rateable value below the threshold can opt to pay voluntarily the minimum amount of £125 per year (plus VAT) to become a voluntary member of the BID and receive the same benefits as ordinary levy payers with the exception of being able to vote in the BID ballot, or becoming BID board directors.

- 4.7 Those responsible for unoccupied and partially occupied rateable properties and BID levy payers that are charities or non-profit making organisations will be liable for the full BID levy.
- 4.8 No relief will be granted for unoccupied or partially occupied rateable properties, the liability falling to the owner or leaseholder (if an occupational lease exists).
- 4.9 There will be no VAT charged on the BID Levy.
- 4.10 Charities registered in Slough with a rateable value of less than £10,000 will be exempt from the BID levy. Charities in receipt of 100% relief can apply to the Slough BID Board for an exemption.
- 4.11 The BID Levy will also not be affected by the small business rate relief.
- 4.12 Manufacturing and industrial businesses (as per standard industrial classification codes) with a rateable value in excess of £1 million will have their levy capped at £10,000.
- 4.13 No BID levy will be charge on ATM (Cash machines), advertising billboards or mobile telephone masts.

5. Administration and Collection

- 5.1 The Council will be responsible for the billing, administration, collection and recovery of the BID Levy.
- 5.2 The levy will be charged annually in advance for each chargeable period. Charging periods will align with the rules used by the Council for business rates.
- 5.3 Exemptions, relief or discounts prescribed in the Non-Domestic Rating (Collection and Enforcement) (Local Lists) Regulations 1989 made under the Local Government Finance Act 1988 will not apply.
- 5.4 The Council will charge the BID £35 per hereditament of the levy collection to manage legal proceedings in the event of non-payment. This charge may be subject to review which shall be at the Council's discretion; following such review and negotiation with the BID Company, the charge may be revised.
- 5.5 The Council will cover the costs of the software licence, up to the sum of £4,500 in the first year of this Agreement. The Council will review, at the end of the first year of this Agreement, if it will cover the software license costs, in the subsequent years of the Agreement and shall confirm the same to the BID.
- 5.6 The Council have incurred the cost of £22,500 for the purchase of the software and £12,000 for the software implementation services.

6. Annual Adjustment

- 6.1 The rateable value will be pinned on the 1st April 2020 for the 5 years of the BID therefore there will be no changes to the rateable value during the period of the BID even for the new lists, during this time.
- 6.2 The BID levy will be pinned on 1 April 2020 for the 5 years of the BID therefore there will be no changes to the charges.

7. Removal of Hereditament

If a Hereditament is removed from the Valuation Office rating list for the Financial Year period, the BID Levy will be calculated by the Council on the basis of a daily BID Levy liability up to the date the Hereditament was removed.

8. New Hereditaments

- 8.1 If there are any new Hereditaments in the BID Area raised following the Operational Date the occupiers will be liable to pay a BID Levy based on the new rateable value applying to such Hereditaments (provided that the exemptions under **Paragraphs 2 and 4** will apply). If the Hereditament is identified under the 2017 list after 31 March 2021, this rateable value will be used in the calculation. However, if the property is identified only under the 2017 rating list, the rateable value in this list will be used.
- 8.2 New Hereditaments which are identified in the Financial Year listed in the New Hereditaments Table will have a BID Levy based on the Rating Value Date applicable to such Financial Year in the New Hereditaments Table based on the 2017 rating value list until 31 March 2021 after which time the 2021 list will apply.

9. Merging or Splitting of a Hereditament

Where a Hereditament is split or merged, the BID Levy shall be made on the revised entries. If the Hereditament is split or merged under the 2021 Valuation List, those rateable values will be used in the calculation. However, if the Hereditament is split or merged only under the 2017 rating list, the BID Levy will be based on that list.

10. Payment Date

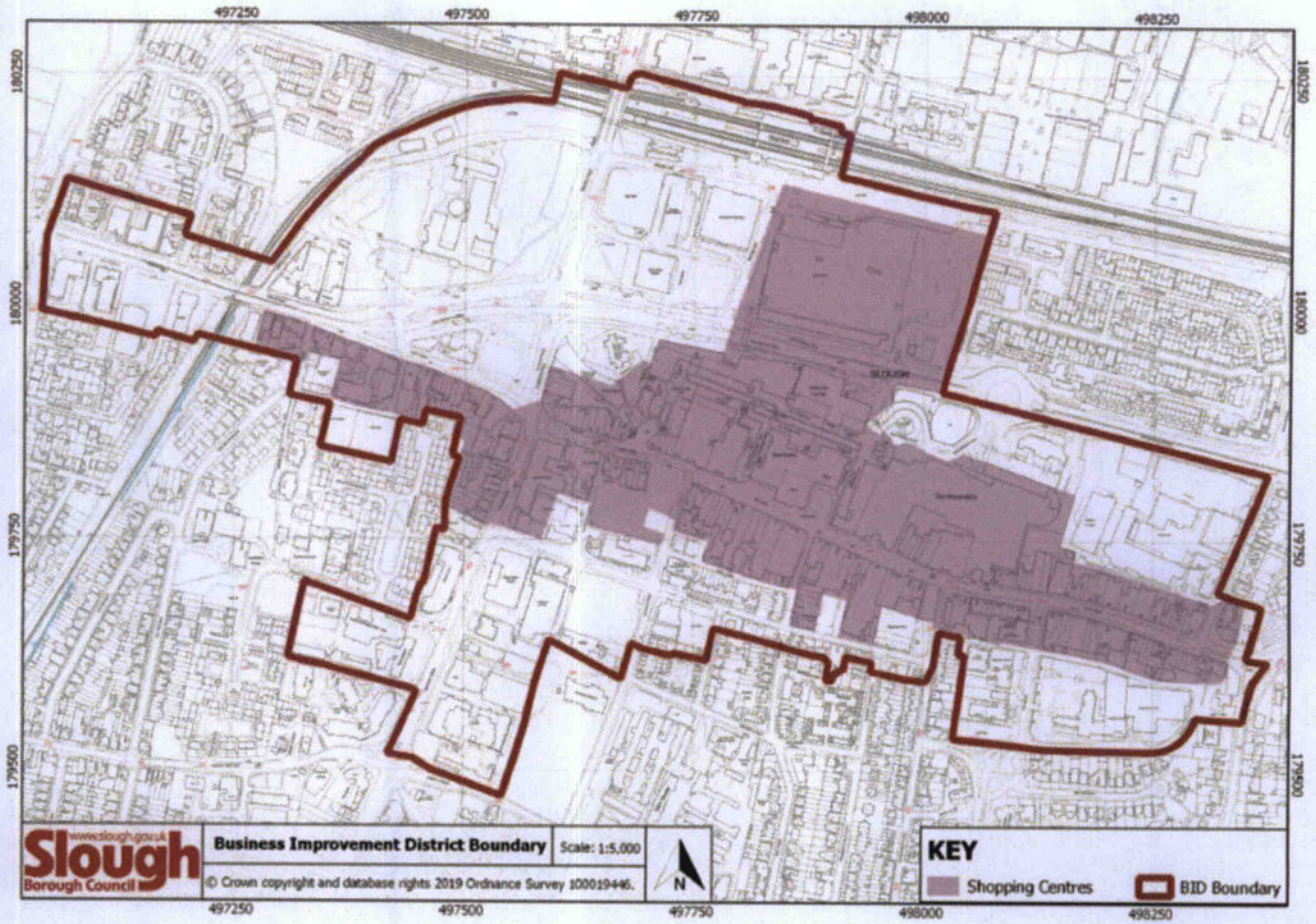
The BID Levy is a daily charge based on rateable value. It is to be paid in full in advance, the payment date being 30th April in all Financial Years or within fourteen (14) days of a demand notice being served whichever is the later. For the purposes of the BID Arrangements, a financial year is a period 365 days (366 in a leap year) - 1 April to 31 March inclusive. Adjustments will be made for changes in occupation and revised bills issued. The BID Levy for each individual ratepayer is to be calculated by multiplying its rateable value by the

relevant percentage, cap or minimum rate in Paragraph 4 and apportioned dependent on the days liable.

11. Recovery

The non-payment of the BID Levy will be effectively pursued by the Council using all practical available enforcement options. This will include: the preparation, issuing and serving of summonses; the use of enforcement agents and insolvency proceedings. All of these actions may incur additional costs for which the BID Levy Payer will be liable.

SCHEDULE 2: PLAN OF THE BID AREA



SCHEDULE 3: THE BID PROPOSALS

(Attached)

The logo for Slough BID, featuring the text "Slough BID" in a bold, sans-serif font. The word "Slough" is in black, and "BID" is in white. To the right of the text is a stylized graphic consisting of three overlapping triangles in shades of green and red, pointing to the right.

Slough BID

Slough BID Business Plan 2020-2025

Building Success through Business Collaboration



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Slough is in need of a big boost to get back into shape, and a Business Improvement District (BID) is a brilliant chance to generate ideas, working in partnership with local businesses, to help bring Slough to a new season of success.

As a business located in the centre of Slough, we like others recognise the need for the plans that the BID will be implementing. Key themes such as working to prevent crime and anti-social behaviour; marketing and improving the reputation of Slough and the town centre through advertising and promotion of events and schemes; and providing additional support to local traders can only be beneficial to businesses in Slough and to Slough as a whole.

From a property-specific angle, in an unclear economic climate as we're in now it's important for Slough as a town to not only prevent property values and interest in new developments from slowing down, but to continue to promote growth. As crucial new opportunities such as Crossrail and state-of-the-art development has been and is taking place here (including the much anticipated redevelopment of the Queensmere and Observatory shopping complexes), Slough needs to continue to improve and increase its offering to take full advantage of its geographical location and the already thriving industry positioned in the town. The aim of the BID is to apply strategy to make this outcome as strong as possible as we move into a new decade that will surely be crucial for Slough.

Andy Wright – Steering Group Chair

Why we need a BID for Slough town centre

In recent years it has become clear that much more needs to be done to respond to pressures of closing shops, competition, and safety challenging Slough, and to capitalise on its assets and location. YOU are part of that response.

Slough is a vibrant, diverse and growing town, ideally situated along the M4 corridor between London and Reading.

Education rates are high, and the town is one of the youngest in the UK. Major international businesses are situated in the town and the extension of the Crossrail service, coupled with the planned expansion of Heathrow indicate that, as a whole, Slough is set to see continued developments, growth and expansion.

However, the town centre is at significant risk of being left behind and of failing to meet the aspirations of the Council, residents, business owners and workers.

Declining standards and footfall in our shopping offer, competition from nearby towns, and the negative perception of Slough all leave this wonderful town in a precarious position, with businesses and customers leaving the town centre in droves.

A Business Improvement District (BID) for Slough will help to check this decline, and in time, reverse it. As well as more than £2 million investment over the five year term of the BID, it will see the business community have a real say in the future of the town. Working together, we can make collective positive changes to improve our business environment, encourage growth, and improve the perception of Slough. AND, we'll have the investment to put our money where our mouth is. Together.

Please vote "yes" to Slough BID.

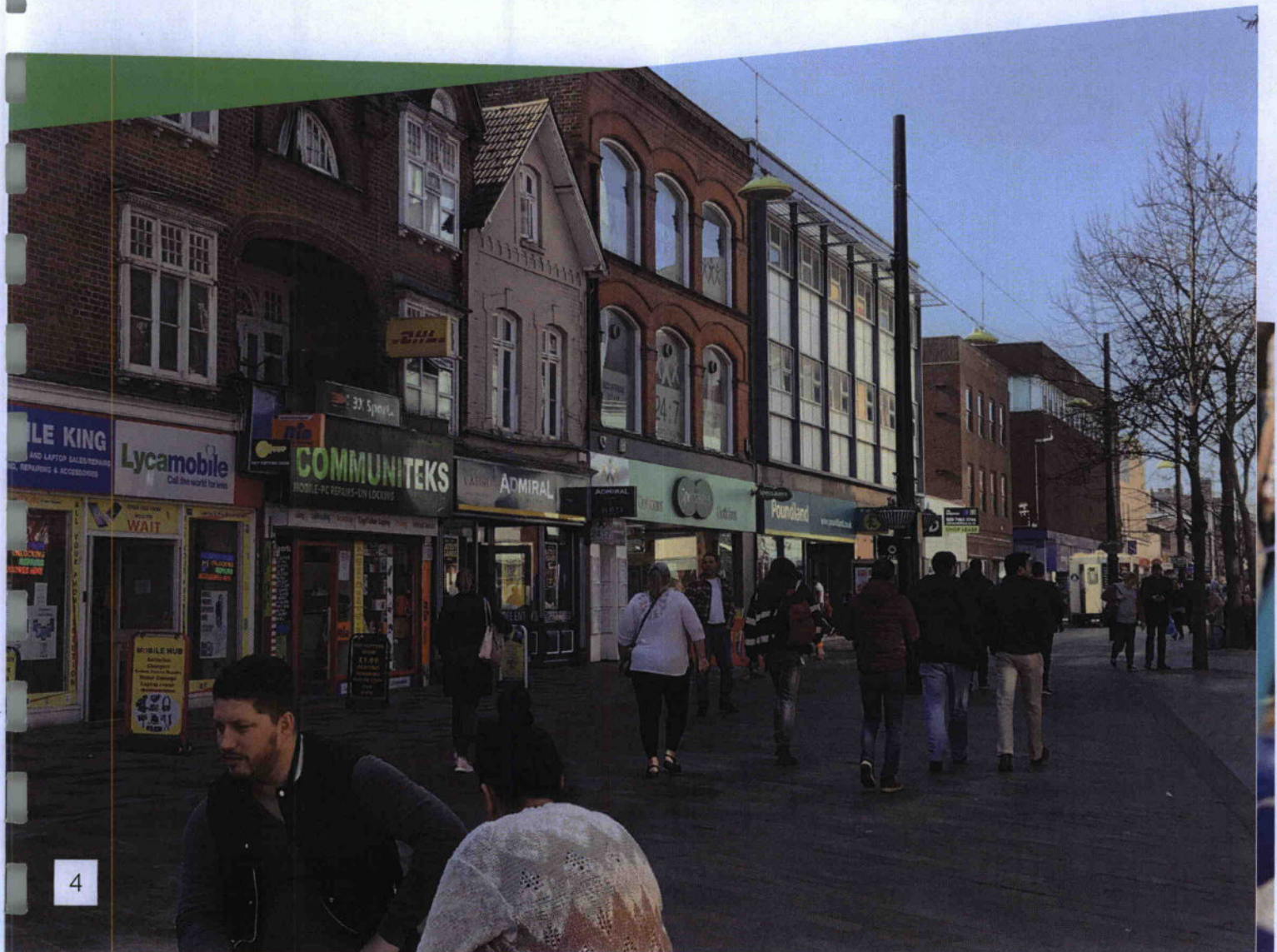


What is a BID

Since 2005, over 300 UK BIDS have been formed in the UK. In her report to Government on the state of Britain's high streets, Mary Portas identified BIDs as key players in the transformation of those places where they operate.

A BID is a business-led and business-funded body formed to improve a defined commercial area. The benefits of BIDs cited by the businesses they represent are wide-ranging and include:

- Businesses decide and direct what they want in their area
- Businesses are represented and have a voice in issues affecting their trading area
- BID levy money is ring-fenced for use only in the BID area
- Increased footfall and spend
- Improved staff retention
- Reduced business costs
- Enhanced marketing and promotion
- Looking at infrastructure, pollution and movement
- Guidance in place shaping vision activities
- Facilitated networking opportunities with neighbouring businesses
- Assistance in dealing with the Council, Police and other public bodies



BIDs: Answering your Questions

How is the BID funded?

A BID is funded by businesses paying a small proportion of their RV, before discounts, as a levy. This money is ring-fenced for use only in the BID area.

A BID can only be formed after extensive consultation and a ballot of businesses. The BID levy for most businesses in Slough would be 1.25%, raising a levy income of more than £400,000. BIDs can then attract additional funding from other sources.

Find more frequently asked questions at www.sloughbid.co.uk

How can a BID help my business?

There are more than 300 BIDs operating across the UK, mainly in town or city centres.

There are some in industrial areas, and others which cover mixed business areas. Benefits they bring include:

- BID levy money is ring-fenced for use only in the BID area.
- Businesses decide and direct what they want for the area
- A BID manager is appointed to engage and promote business needs, including event management
- Co-ordination to attract visitors to the area
- Business cost reduction, reduced crime and increased footfall
- Help in dealing with Local Council, the police and other public bodies
- Increased footfall and improvements in staff retention
- Promotion and branding of the area to attract new customers
- Facilitated networking opportunities with the area and neighbouring businesses

Every penny raised is accounted for and spent on helping the BID to deliver the projects the businesses have voted to support. Clear commitments are made and targets set to deliver businesses priorities for the district.





A Vision for Slough BID

Based on the results of the feasibility study and other consultation undertaken over the past months, we have developed a clear vision for this BID proposal:

To create the conditions for businesses to invest and thrive in a safe, clean and welcoming environment for customers and workers.

As the largest retailer within the BID area and on behalf of Tesco, I am pleased to be able to support the BID for Slough. Slough is a growing place with many more businesses, great development and increased footfall coming in the town centre, although not without its challenges. The focus of the BID will cover many areas, and improvements towards the Safety and Crime issues will greatly improve the town centre. By working together on the BID and using this vital funding to put back into our town, I feel all businesses will benefit and ultimately increase footfall across the whole of the BID Area.

James Lingard, Tesco Stores Ltd

Slough BID Projects

Project 1

Safe and Secure

We know that crime and anti-social behaviour is a concern for every business in Slough. Even if it doesn't affect your business directly, the perception and fear of crime in the town centre keeps customers and investment away.

The BID will work with businesses and other organisations to tackle crime and anti-social behaviour, making Slough town centre feel a welcoming and safe environment for residents, customers and workers.

Slough BID will encourage the update and expansion of the Pubwatch Radio Scheme to include all businesses, and implement a "banned from one, banned from all" principle for those perpetrating crime and anti-social behaviour.

The BID will fund a full time 'Town Team' to enforce restrictions on drinking in the town centre and other non-criminal offences. They will also be a security presence in the town centre, acting as a deterrent, and making customers and workers alike feel safer.

The BID will work with businesses to help reduce crime, from shoplifting, to cybercrime. We will support businesses to report crime and make the most of the extensive CCTV

coverage. Where there is scope to improve the security infrastructure – for example, with additional CCTV coverage - the BID will seek to lobby for and support this.

The BID will work with Thames Valley Police as a representative voice for the business community. We will seek to build relationships across all levels of policing, from PCSOs on the beat, to the Police Crime Commissioner.

**Safe and Secure budget:
£160,000 per year**

Project 2

Environment

Creating a clean, safe and welcoming environment will help to encourage customers to Slough town centre.

The BID will support additional street cleaning in Slough town centre, aspiring to a principle of "everything clean, everything working". All cleaning and maintenance carried out by the BID will be additional to Council provision, and we will seek to leverage additional funding from Slough Borough Council through cost sharing partnerships where appropriate.

The BID will act as a facilitator for businesses, ensuring that the authorities responsible for dealing with specific services, such as waste removal, have the knowledge they need to honour those responsibilities, keeping Slough



town centre tidy and safe.

The BID will financially support and lobby for physical changes in the town centre that encourage increased customer dwell times, particularly in the winter months, such as increased street lighting.

It is vital that customers find it easy to get to Slough, park and find their way around. The BID will carry out an audit of signage in Slough Town Centre and work with Slough Borough Council and others to enhance signs approaching Slough and in the Town Centre.

Environment Budget:
£92,000 per year

Project 3

Marketing and Events

Rightly or wrongly, Slough's reputation has suffered in recent years, and both residents and staff have rather low confidence in the town centre.

The BID will aim to curb this trend and reverse it, showing Slough to be a vibrant, diverse and modern environment.

The BID will create a Slough brand methodology, improving the perception of the town in the mind of the consumer. We will use branding principles across all channels to create a consistent positive message to customers and investors, and encourage businesses to do the same.

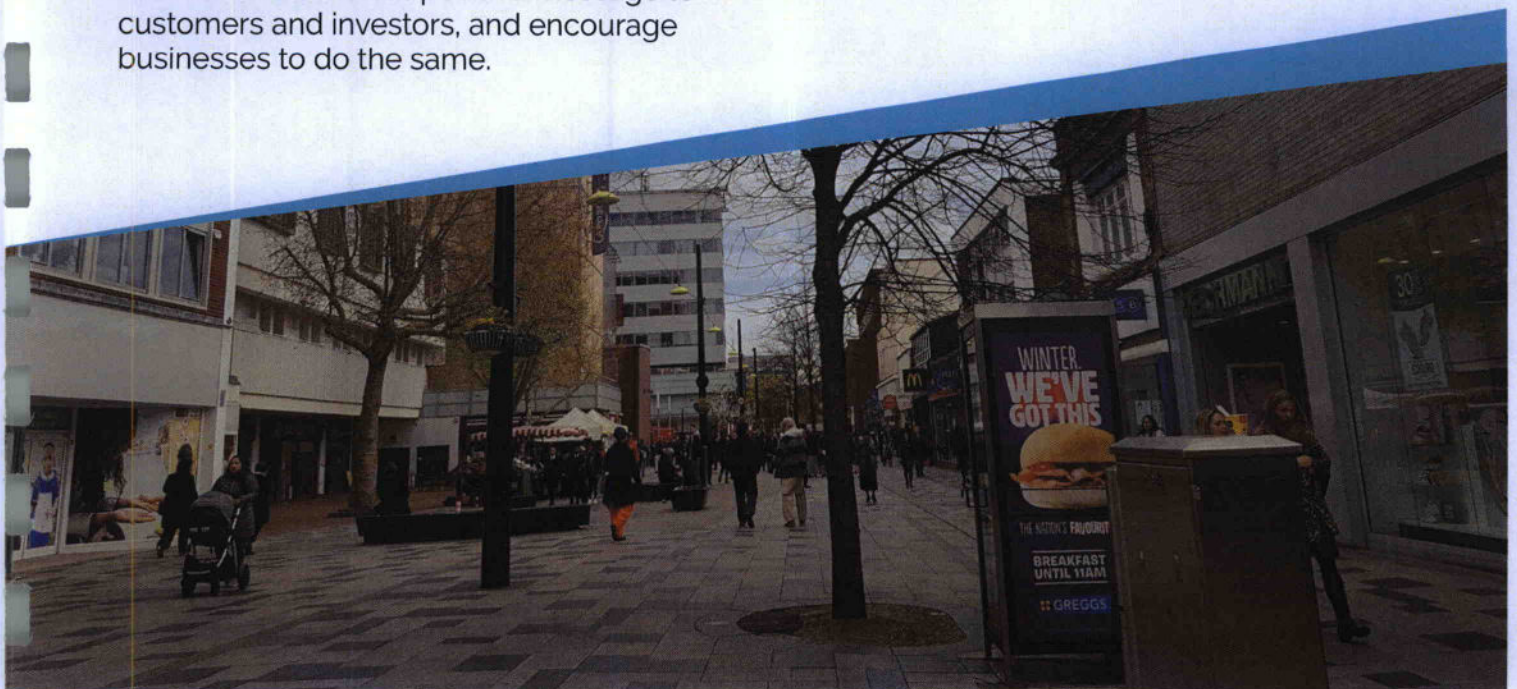
The BID will develop the online offer for Slough town centre, building a new fully mobile-responsive, customer-facing website that includes an events calendar, business listings and "brochureware". Every levy payer will be listed, providing a free web presence and a direct line from your customer to you.

Slough BID will establish social media channels to support and promote the town. The BID will follow and share business news, events and offers, increasing awareness of all Slough has to offer.

The BID will have an advertising budget to promote events and other town assets as part of a cohesive marketing strategy, which encompasses physical, print and digital media locally and regionally. We will work with our partners at Slough Borough Council to ensure efficient use of funds and consistent positive messaging across organisations in Slough.

Events are an integral part of experiences that bring customers to town centres. The BID will organise and support a range of events in the town centre where they benefit local business. Slough BID will especially focus on Christmas events to encourage the Christmas shopper back into our town centre.

Marketing and Events Budget:
£96,000 per year





Project 4

Business support

Slough BID will work to strengthen the business community through networking and training opportunities. We will work with local training providers to help businesses achieve their potential.

The BID will support businesses to aim for higher standards and introduce business excellence awards to celebrate success.

To help businesses reduce their running costs, Slough BID will trial a joint procurement scheme for utilities and other services.

Town centre loyalty schemes have proved to be very successful in other areas, and Slough BID will trial the introduction of a customer loyalty scheme across the town centre, with the aim of increasing customer dwell time, spend, and return visits. The scheme could also cover the reimbursement of car parking fees.

We will work with Slough Borough Council and others to develop data collection about footfall and movement of customers in the BID area and use the data for planning, promotion, and performance monitoring.

Business Support Budget:
£36,000 per year

Project 5

Representation

The BID, and its professional team, will provide an active voice for the business community of Slough Town Centre.

The BID will build close relationships with other stakeholders in the town such as Slough Borough Council, Thames Valley Police and the Thames Valley Chamber of Commerce. The BID will seek to be represented on decisions about the town centre, giving businesses a real voice in the future of the town centre. As a legislated, representative and well-funded body, the BID is perfectly placed to represent business views and lobby on your behalf.

With a team enthusiastic about the town, the funding to market Slough town centre, and help with cleanliness and security, the BID will be instrumental in Slough's regeneration and growth.

Representation has no specific budget, as it will run through all of the BIDs work.

Administration

Slough BID will employ one full time BID Manager, as well as other employees as appropriate to fulfil roles necessary to deliver this business plan and accommodate the changing needs of the BID. Such roles could include marketing, crime reduction or general administration. Most staff costs will be allocated to project work, rather than overheads.

The BID will employ a full-time team to enhance the security of Slough, or contract this out to a competent third party through a transparent procurement process.

The BID will rent an office in Slough town centre, and purchase all equipment needed for the effective management of the organisation, such as computers, printer etc.

The BID will introduce a local procurement policy, ensuring that, wherever possible, and via open tenders, local businesses will be given direct opportunities to work with or become suppliers to the BID.

Slough Borough Council will charge the BID £35 per hereditament or property of the levy as a collection fee, totalling £70,000 over the five-year term.

Slough Borough Council will also charge the

BID £35,000 for the initial cost of the software necessary, payable in the first year of the BID, to build the software necessary to collect the BID levy.

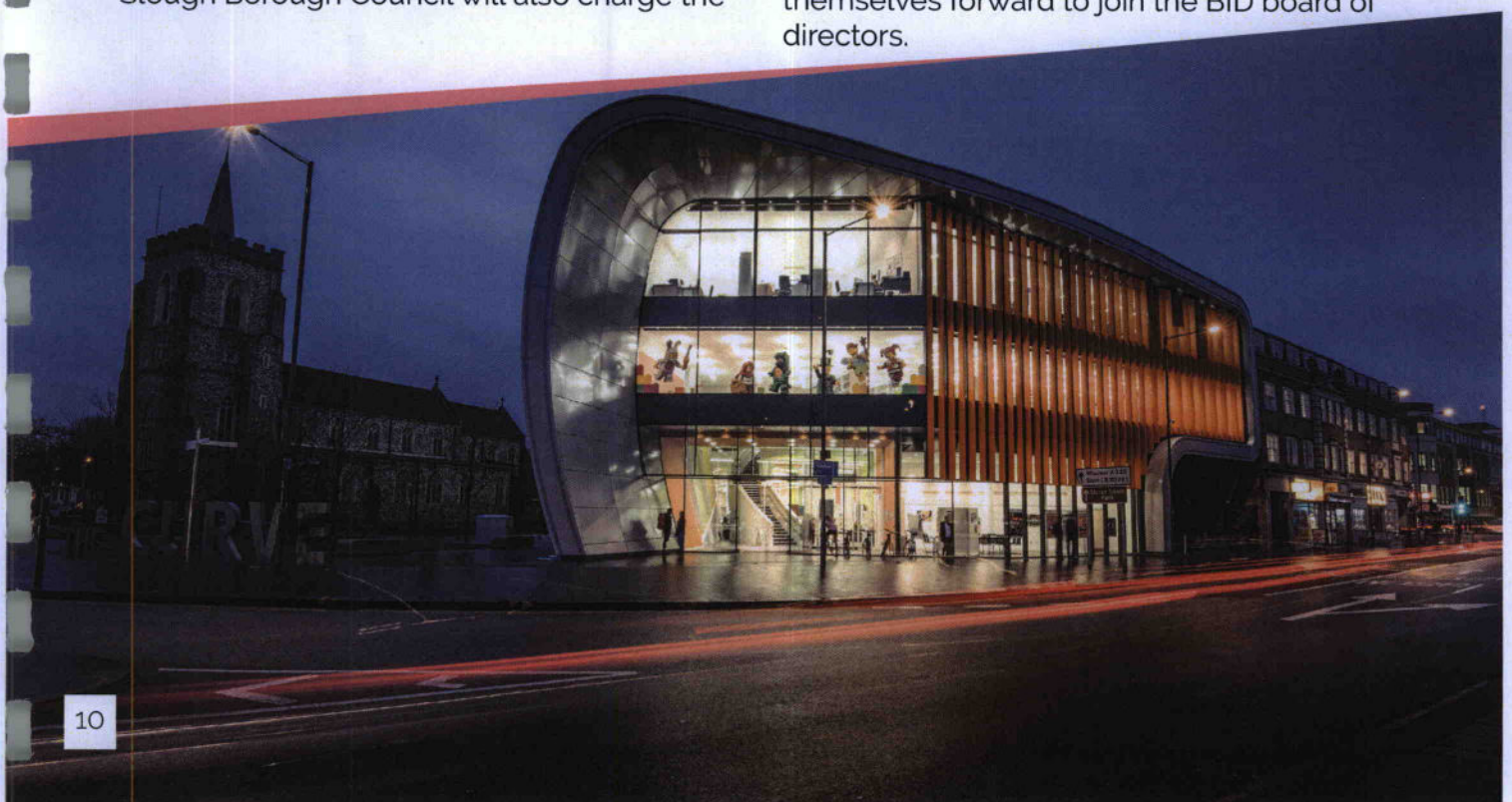
We have set aside £190,000 to cover overheads (such as office space and staff costs) and Slough Borough Council's collection costs.

Measuring Success

The BID will be a transparent, accountable body with robust governance and key performance indicators (KPIs.)

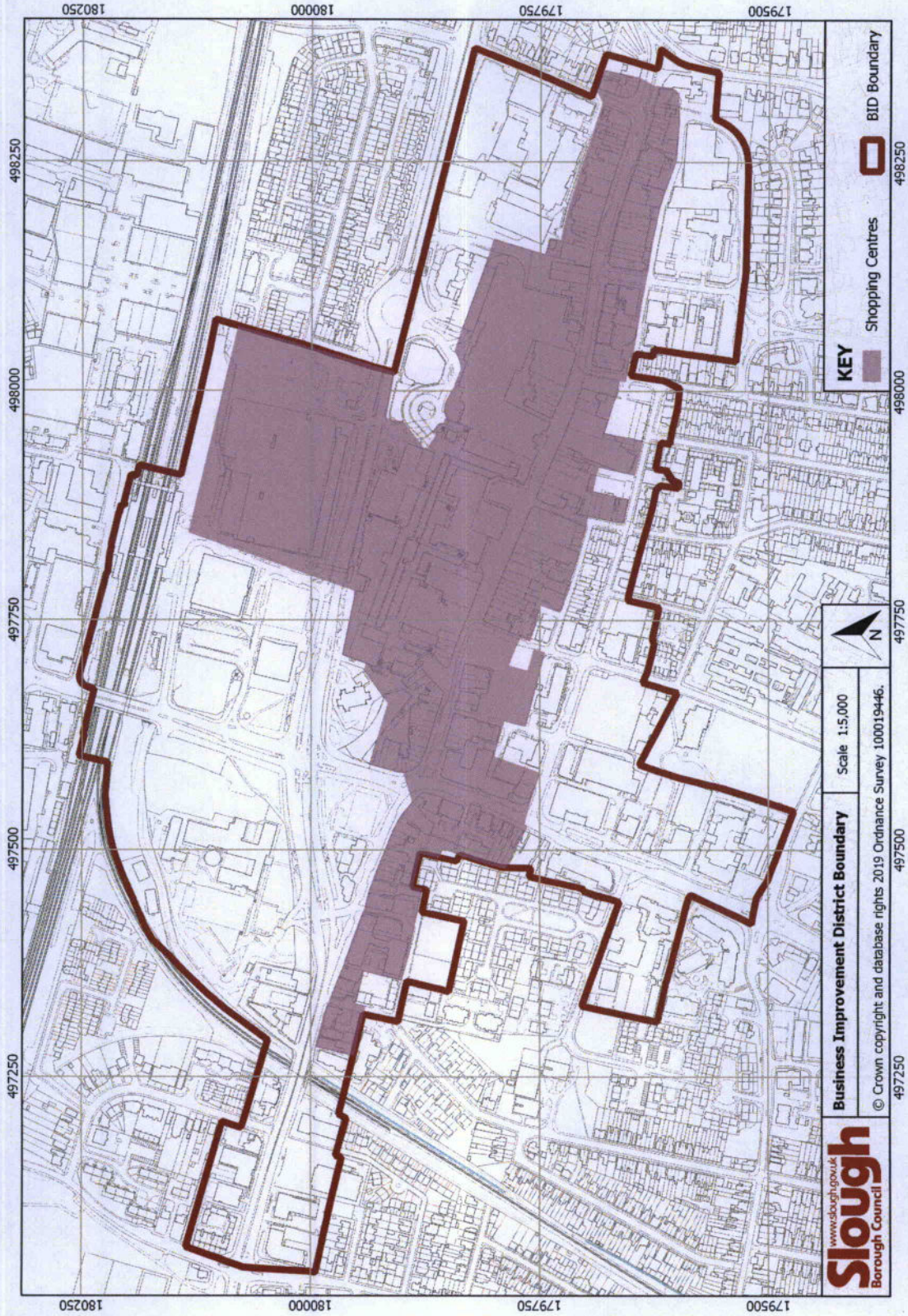
As well as the delivery of the projects in this business plan, the BID will carry out an annual satisfaction survey among levy payers, not only asking about what you feel the BID is achieving, but also to gather data about businesses performance and confidence where it may reflect the achievements of the BID. The BID will use data gathered under the business support project, and other publicly available data to track trends in the performance of the town as a whole, to build a picture of how Slough is doing, where it's going, and the BID's place in the journey.

The BID will call an annual levy payer meeting to report on finances and project delivery. All levy payers will be invited to attend and put themselves forward to join the BID board of directors.



BID Boundary

The BID Boundary will cover the area shown on the map below:



A full list of streets wholly or partly covered by the Slough BID Boundary can be found on the BID's website: www.sloughbid.co.uk



The Ballot

Slough Borough Council has commissioned Electoral Reform Services (ERS) to hold the ballot. ERS will send those responsible for properties, or hereditaments, to be subject to the BID a ballot paper prior to the start of the ballot.

Each property, or hereditament, subject to the BID will be entitled to one vote in respect of this BID proposal in a postal ballot, which will commence on 30th May 2019 and close at 5pm on 27th June 2019. A proxy vote is available and will be sent out with ballot papers.

Ballot papers received after 5pm on 27th June will not be counted.

In order for the ballot to deliver a successful result for the BID proposal, the result will need to meet, as a minimum, two independent criteria:

- (a) Of those ballots returned by the close, those voting in favour of the BID 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 that vote in favour must also exceed the total of those voting against.

The result of the ballot will be announced as soon as practically possible after the close of ballot. If successful at ballot, the new BID will commence delivery of services on 1st April 2020 and continue for a period of 5 years, to end on 31st March 2025.

Levy Rules

The levy rate to be paid by each property or hereditament is to be calculated as 1.25% of its rateable value on the 1st April each year.

Tenants of shopping centres or businesses that otherwise pay a management fee for service charges will pay a discounted levy of 0.75% of the rateable value.

All properties or hereditaments with a rateable value of £10,000 or more will be eligible for payment of the levy.

The BID levy for properties with a rateable value greater than £1 million, will be capped at a levy of £15,000. Where one levy payer is responsible for more than one property or hereditament, where the aggregate levy of those properties totals more than £15,000, the levy payer will be eligible to apply to the BID Board for the same cap to be applied.



We are very excited about the proposed plans for Slough BID and think it is an extremely positive step. Times are changing and the BID is a great opportunity for all the businesses to come together and make a positive impact on the future of the town. We hope everyone else will get on board and start taking pride in their town and their businesses again.

Nick Heath, Santander

A guaranteed cap of £30,000 is likely to be applied to the liability for empty properties at the Queensmere and Observatory shopping centres which will be demolished by the end of the first 5-year term of the BID.

Properties or hereditaments with a rateable value below the threshold can opt to pay voluntarily the minimum amount of £125 per year (plus VAT) to become a voluntary member of the BID and receive the same benefits as ordinary levy payers, with the exception of being able to vote in the BID ballot, or becoming BID board directors.

The number of properties or hereditaments liable for the levy is approximately 442. This

figure may change during the BID term with change of use, building or demolition.

The total levy expected to be invoiced will be £410,000 per year. BIDs can expect to collect 95% of the invoiced amount, so we will budget on levy income of £389,000 per year.

Based on the Rating List for the BID area, most businesses will pay less than £10 per week and many will pay much less. The chart indicates how much this will cost you at the maximum 1.25% levy.

Rateable Value	Pounds per year	Pounds per week	Pounds per day
£10,000	125	2.40	0.34
£20,000	250	4.80	0.68
£50,000	625	12.02	1.7
£100,000	1,250	24.03	3.43
£1 million	12,500	240.38	34.34
Cap	15000	288.46	41.20

Levy Collection

The levy will be charged annually in advance for each chargeable period. Charging periods will align with the rules used by Slough Borough Council for business rates.

Exemptions, relief or discounts prescribed in the Non-Domestic Rating (Collection and Enforcement) (Local Lists) Regulations 1989 made under the Local Government Finance Act 1988, will not apply.

Those responsible for unoccupied and part-occupied rateable properties, and BID levy payers who are charities or non-profit making organisations will be liable for the full BID levy. Charities in receipt of 100% relief can apply to the Slough BID Board for an exemption. We will not charge a levy on ATM (cash) machines, advertising billboards or mobile telephone masts, as these don't represent trading entities.

The BID levy will also not be affected by the small business rate relief scheme.

Collection of the BID levy carries the same enforcement weight as collection of non-domestic rates. The levy will be collected on behalf of the BID by Slough Borough Council, who will charge the BID £35 per hereditament of the levy for collection, and to manage legal proceedings in the event of non-payment.

A few of our stores are in towns that have already introduced the BID. From our experience, Slough Town Centre, would benefit enormously from the coherent and focused planning that a BID offers. Though Slough Town Centre has suffered in recent times from neglect and relative decline it, has great potential, and the BID will help it to realise that potential.

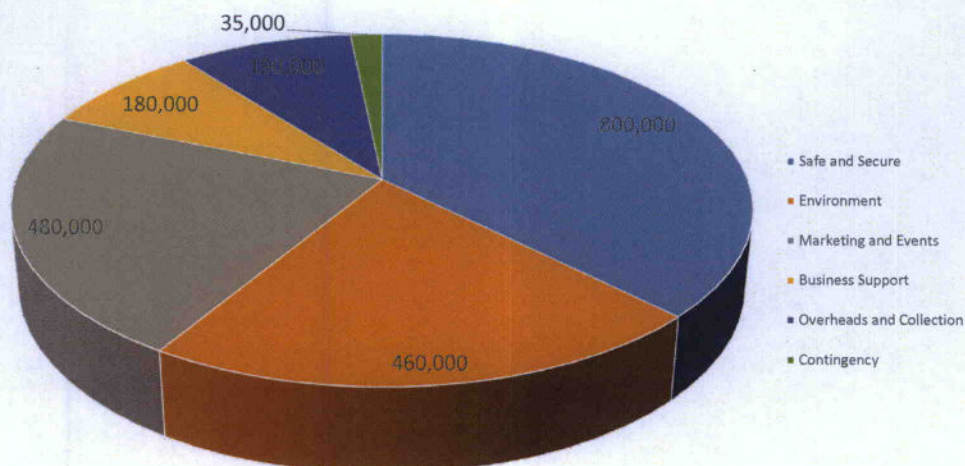
Anna Michalak – Mleczo

Budgets

We are budgeting for an expected levy income of £389,000 per year. In addition, we expect to leverage additional expenditure of £40,000 (about 10% of the levy) per year, giving a total of £429,000 per year, £2,145,000 over the five-year term of the BID. We plan to carry a contingency fund of £35,000 through the five-year term.

We will allocate spending as follows:

Safe and Secure	£800,000
Environment	£460,000
Marketing and events	£480,000
Business support	£180,000
Overheads and collection	£190,000
Contingency	£35,000
	= £2,145,000





Accountability and Transparency (Governance)

If the ballot is successful, the BID will be managed and delivered by an independent, not-for-profit company, which will operate as a Company Limited by Guarantee.

The Board will comprise a maximum of 12 directors. Levy payers will vote for up to eight Directors. These eight directors will have the option to co-opt two more directors where specific competences are required. A further two directors will be co-opted to the board, one each from Slough Borough Council (normally the Economy portfolio holder) and Thames Valley Police.

The levy payer elected Directors will be subject to annual re-election at the Annual Levy Payers' Meeting. Co-opted Directors will be reviewed at the first Board meeting after the Annual Levy Payers' Meeting. The represented stakeholders will nominate their own representatives for the Board to agree. The BID Board will meet monthly, or as otherwise agreed by Directors.

The BID Board will appoint a Chair from the Directors, who will be a representative of a levy-paying business.

Board meeting minutes and Board reports will be made available on request to all levy paying businesses.

Provided that the BID is meeting its overall objectives and subject to approval at the Annual Levy Payers' Meeting, 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 an alteration ballot.

The BID will file annual accounts, compiled by independent accountants, with Companies House. The accounts will be available to all levy payers on request. An annual report on activities, including finances, will be presented at the annual Levy Payers' Meeting.

The BID will only provide services over and above the provisions made by statutory bodies such as Thames Valley Police and Slough Borough Council. A draft Operating Agreement, which includes the council's Baseline Services commitments, is available at www.sloughbid.co.uk

For information about Slough BID, please contact:

Email: info@sloughbid.co.uk

Website: www.sloughbid.co.uk



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SCHEDULE 4: COSTS SCHEDULE

Costs	Date payable
<p>Software Costs (one off payment) Purchase of Business Improvement Districts Module - including BIDs Plus and Digital Portal</p> <p>£22,500</p>	<p>One off costs.</p> <p>Costs have been incurred by Slough Borough Council</p>
<p>Software Costs (one off payment) Implementation Services Costs</p> <ul style="list-style-type: none"> • Set up core BIDs module in test • Set up and create documents templates and associated Pro-print environments • Set up BIDs Portal • Develop cash posting & refunds interfaces • Dedicated project management <p>£12,000</p>	<p>One off costs.</p> <p>Costs have been incurred by Slough Borough Council</p>
<p>Software Costs for Council to carry out the administration of the BID levy collection (Annual charge)</p> <p>£4,500</p>	<p>The Council will cover this cost in the first year of this Agreement. The Council will review, at the end of the first year of this Agreement, if it will cover the software license costs, in the subsequent years of the Agreement and shall confirm the same to the BID</p>
<p>Bridging loan to Slough BID - £30,000 (plus commercial interest rate at 2% plus the base rate currently at 0.75%)</p> <p>£30,000</p>	<p>No later than 1st April 2021</p>
<p>Cost of administering the collection of the BID Levy (Annual Charge)</p> <p>A charge of £35 per hereditament - approximately 495 hereditaments in year 1 of its operation which would equate to a costs of £17,325</p>	<p>No later than 1st October, each year</p>