

BASELINE AGREEMENT

Between

The Council of the City of Newcastle upon Tyne
(‘Council’)

and

Newcastle NE1 Limited **(‘BID Company’)**

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BASELINE AGREEMENT FOR PROVISION OF STANDARD SERVICES

Dated

2018

Between

(1) THE COUNCIL OF THE CITY OF NEWCASTLE UPON TYNE ('Council') whose main office is Civic Centre, Barras Bridge, Newcastle upon Tyne, Tyne and Wear, NE99 1RD; and

(2) NEWCASTLE NE1 LIMITED ('BID Company') registered as a company limited by guarantee in England with company number 6500486 whose registered office is at Suite D3A Milburn House, Dean Street, Newcastle upon Tyne, NE1 1LE.

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 Service Levels against which the provision of the Standard Services are to be assessed.

NOW THIS DEED WITNESSES as follows:-

It is agreed:

1 Definitions

Best Value Duty means the duty imposed on the Council by Section 3 of the Local Government Act 1999.

Best Value Indicators means the best value data compiled by the Council as a result of carrying out its Best Value Duty.

Best Value Review means any review required to be carried out by the Council in accordance with Section 5 of the Local Government Act 1999.

BID Area means that area of Newcastle upon Tyne city centre within which the BID operates as shown in the plan annexed as Schedule 3 in the Operating Agreement.

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.

BID Term means five years from 1 April 2019.

Complementary Services means those services as set out in Schedule 1 of any Complementary Services Agreement.

Complementary Services Agreement(s) means such agreements as may be entered into by the BID Company 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 Service Levels are not being adhered to by the contractor or provider of the Standard Service; and
- (c) requests the Council to liaise directly with the provider or contractor for the purposes of securing compliance with the Service Levels.

Operating Agreement means the agreement to take effect from 1st April 2009 between the Council

and the BID Company which sets out various procedures for the collection monitoring and enforcement of the BID Levy.

Regulations means 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).

Service Levels means the levels against which the provision of Standard Services are to be assessed, as contained in the baseline service level agreement annexed at Schedule 1.

Standard Services means those services which are provided by the Council within the BID Area as set out in the baseline service level agreement annexed at Schedule 1 which identifies those services which it is required to undertake as part of its statutory function as local authority (in the column headed "Statutory") and those services undertaken which are additional services to those usually provided as part of its statutory function (in the column headed "Non Statutory").

Standard Services Review Panel means the panel to be set up consisting of equal numbers of representatives from the Council and from the BID Company or such other combination of representatives as the parties may from time to time agree..

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 upon the 1st April 2019 and shall remain in force for the BID Term or such other term as extended by agreement in the event the BID is extended by agreement between the parties.

4 The BID Company's Obligations

4.1 The BID Company agrees that it will provide the Council with any information that the

Council may reasonably require in relation to the carrying out of the Complementary Services.

4.2 In the event that the BID Company intends to change the Complementary Services the BID Company shall serve notice on the Council for the purposes of arranging a meeting of the Standard Services Review Panel and at such a meeting the BID Company shall consult with the Council in respect of the intended change to the Complementary Services.

4.3 The BID Company agrees that whenever it employs any Complementary Service Provider to provide Complementary Services it will ensure a Complementary Services Review Panel is established to meet on a regular basis to monitor the performance of that contract and to make appropriate recommendations to the BID Company and the Complementary Service Provider about the effective and efficient provision of that Complementary Service. The BID Company will ensure that the Council will have at least one representative on that Complementary Services Review Panel.

4.4 In addition the Complementary Services Review Panel will monitor and facilitate any necessary co-ordination between the Complementary Service Provider and the Council in the provision by them of the Complementary Services.

4.5 The BID Company and Complimentary Services Provider will use all reasonable endeavours to assist the work of the Complementary Services Review Panel by providing appropriate information.

4.6 It is acknowledged that in practice there may be one Complementary Services Review Panel to cover a number of different Complimentary Service Agreements and that the membership of the Complementary Services Review Panel (including the Councils representative on it) may vary depending upon the Complimentary Services being considered by it.

5 The Council's Obligations

5.1 The Council agrees to provide the Standard Services within the BID Area at its own cost.

5.2 The Council may provide different Standard Services, delayed Standard Services or no

Standard Services in the event that it is not reasonably practicable to provide the Standard Services by reason of the following:

- (i) adverse weather conditions in the BID Area; or
- (ii) an excessive number of pedestrians in the BID Area which would impede or inhibit the carrying out of the Standard Services; or
- (iii) restrictions by the Police as to the persons and/or number of persons permitted access in the BID Area; or
- (iv) a traffic accident or major spillage in the BID Area; or
- (v) marches, parades, film and theatre premieres, festivals and other important events in or affecting the BID Area where such activities directly impede or inhibit the Standard Services from being provided; or
- (vi) any other reason in the BID Area or affecting the BID Area beyond the control of the Council; or
- (vii) for any exceptional reason which it is agreed with the BID Company should be treated as such,

PROVIDED ALWAYS that the Council shall first and, if possible, provide the BID Company with reasonable notice in the event that the Council intends to provide different Standard Services, delayed Standard Services or no Standard Services as a result of any of the reasons mentioned in this clause and the Council shall, if possible, endeavour to recommence the Standard Services as soon as reasonably practicable to the same standard as it was immediately before the change.

5.2.1 The changes to service provision referred to at sub clauses (i) to (vii) above are reflective of the Council's existing practices.

5.3 In the event that the Council is unable to continue to provide on a permanent basis all or any part of the Standard Services within the BID Area on account of it being

statutorily barred from doing so in respect of any of those Standard Services set out in Schedule 1 in the column headed “Statutory” or, it having insufficient funds to secure the provision of any of those Standard Services set out in Schedule 1 in the column headed “Non-Statutory”, 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.

5.4 The Council agrees to use reasonable endeavours to liaise with and (where the Council considers it to be practicable) put in place informal partnering arrangements 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 any Best Value Review or other review of services. For the avoidance of doubt, any formal partnering arrangements with the Complementary Services Provider shall be put in place by the BID Company.

5.5 The Council agrees to use its reasonable endeavours to implement such recommendations in the carrying out or provision of the Standard Services as may be made by the Standard Services Review Panel.

5.6 The Council agrees, prior to conducting a Best Value Review or other review, to notify the BID Company informing it of the timescales for carrying out the review and thereafter to consult with the BID Company for the purposes of carrying out the review.

5.7 The Council agrees, when undertaking reviews of parts of the Standard Services, to consult with the BID Company on the provision and delivery of those Services and on how they may be improved.

5.8 The Council agrees, upon receipt of a Failure Notice from the BID Company, to review

the performance of the contractor or provider of the Standard Service and to use reasonable endeavours to secure the improvement of the Standard Service from the contractor or provider to meet the Service Levels and to consult with the BID Company on the action plan arising from such review and keep the BID Company informed of the Council's actions and progress in carrying out the action plan.

5.9 The Council agrees not to remove or change any contractor(s) responsible for providing the Standard Services without first serving no less than 2 months' written notice on the BID Company 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.

6 Monitoring and Review

6.1 The Council and the BID Company shall set up the Standard Services Review Panel within 28 days from the date of this Agreement the purpose of which shall be to:

6.1.1 monitor the carrying out of the Standard Services;

6.1.2 consider making and make (if necessary) any recommendations required pursuant to Clause 5.5 (above) to the Council and the BID Company;

6.1.3 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; and

6.1.4 identify the need for any improvement or alteration to the Standard Services or Service Levels.

7 Joint Obligations

7.1 Both the Council and the BID Company agree:

7.1.1 (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 reasonable action as may be appropriate; and

7.1.2 to carry out an annual review of the Standard Services to be provided and make such amendments to the Service Levels both parties agree are required.

8 Licence

8.1 The Council as landowner and highway authority 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 in the BID area for the purposes of the BID Company its agents or Complementary Service Provider carrying out any function or service required or secured (or any ancillary function) reasonably necessary for the operation of the BID provided that the Council shall be permitted to withdraw such licence in the event that in its reasonable opinion the BID Company, its agents or Complementary Services Provider consistently act in such a manner which either:-

8.1.1 contravenes usual health and safety requirements; or

8.1.2. commits a serious contravention of health and safety requirements; or

8.1.3 seriously damages Council property; or

8.1.4 seriously prejudices the manner in which the Council can carry out its usual public service; or

8.1.5 obstructs the highway unlawfully or causes serious damage to the highway; or

8.1.6 where, in the Council's reasonable opinion, it is necessary to withdraw such licence in order to safeguard the general public interest.

8.2 The BID Company is responsible for making good all and any damage to Council Property caused by itself, its agents or any Complimentary Service Provider, at its own expense and to the reasonable satisfaction of the Council and the BID Company shall

maintain the necessary insurances in respect of this obligation.

9 Termination

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

9.1.1 the expiry of the BID Term (provided that in the event the BID is not renewed by agreement between the parties after the BID Term); or

9.1.2 the early Termination of the BID and the giving of relevant notices as required by the Regulations and the Operating Agreement; or

9.1.3 the agreement of both parties; or

9.1.4 in the event that the BID Company commits a serious and unremediable breach of this agreement which is not remedied within 14 calendar days of notification by the Council.

10 Confidentiality

10.1 Subject to clause 10.2, 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 expiry of the provision of the BID.

10.2 The Council's obligations arising from the confidentiality agreement at paragraph 10.1 (above) are subject to its statutory obligations under the Freedom of Information Act 2000 ('Act') and the Environmental Information Regulations 2004 ('EIR') which may require it to disclose information forming part of the Contract to anyone who makes a reasonable request. The Council has absolute discretion to apply or not to apply any exemptions under the Act and/or EIR.

10.3 The BID Company shall assist and co-operate with the Council (at the BID Company's expense) to enable the Council to comply with the information disclosure requirements

under the Act and/or EIR and in doing so will comply with any timescale notified to it by the Council.

11 Notices

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

11.2 A Notice may be served by:-

11.2.1 delivery to the Chief Executive at the Council's address or specified above; or

11.2.2 delivery to the Company Secretary at the BID Company's address specified above; or

11.2.3 registered or recorded delivery post.

11.3 Any notice served shall be deemed to have been validly served or given at the time when in the ordinary course of business it would have been received.

12 Miscellaneous

12.1 For the avoidance of doubt where any part of this Agreement is incompatible with the Regulations or any other regulations which the First 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.

12.2 The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.

12.3 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.

12.4 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.

- 12.5 References to the Council include any successors to its functions as local authority.
- 12.6 References to statutes, bye laws, regulations, orders, delegated legislation shall include any such instrument re-enacting or made pursuant to the same power.
- 12.7 This Agreement shall be governed by the laws of England and both parties submit to the exclusive jurisdiction of the English Courts.

13 Exercise of the Council's Powers

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

14 Contracts (Rights of Third Parties)

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

15 Arbitration

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

- 15.1 Any dispute or difference of any kind whatsoever arising between the parties hereto out of or in connection with this Deed shall be referred to arbitration before a single arbitrator PROVIDED THAT the dispute cannot be resolved by the Chief Executive of the Council and senior representatives from the BID Company.
- 15.2 The parties shall jointly appoint the arbitrator not later than 28 (twenty eight) days after service of a request in writing by either party to do so and each party shall bear its own costs.
- 15.3 If the parties are unable to agree within 28 (twenty eight) days as to the appointment of such arbitrator then such arbitrator (hereinafter referred to as "the Tribunal") shall be appointed on the application of either party to the President for the time being of the Law Society.
- 15.4 In the event of a reference to arbitration the parties agree to:

- 15.4.1 prosecute any such reference expeditiously; and
- 15.4.2 do all things or take all steps reasonably necessary in order to enable the Tribunal to deliver any award (interim, final or otherwise) as soon as reasonably practicable.
- 15.5 The award shall be in writing signed by the Tribunal and shall be finalised within 21 (twenty one) days from the date of such award.
- 15.6 The award shall be final and binding both on the parties and on any persons claiming through or under them.
- 15.7 The Council and the BID Company shall be free to agree any other dispute resolution procedure they deem appropriate.

16 Data Protection

- 16.1 To the extent that the BID Company is processing personal data (and is therefore a data processor for the purposes of the Data Protection Act 2018) on behalf of the Council (who is a data controller), the BID Company shall comply with all instructions given to it by the Council in respect of how such personal data must be processed and shall also comply with all six data protection principles within the Data Protection Act 2018.

SCHEDULE 1 – The Standard Services

**NEWCASTLE BUSINESS IMPROVEMENT DISTRICT
BASELINE SERVICE LEVEL AGREEMENT
NEWCASTLE CITY COUNCIL**

Local Ser vices

Function	Statutory	Non Statutory	Service Level
Street Cleansing (Street sweeping and litter bins)	X		<p>Local Service Standards:</p> <p>a) Litter – Sudden accumulations removed next planned maintenance visit.</p> <p>b) Litter bin emptying – if full to overflowing will be emptied by end of next working day.</p> <p>c) Frequency of street cleansing:- Most heavily trafficked areas (e.g. Northumberland Street) high level presence of cleansing resources Monday to Sunday Other prime areas (e.g. Monument area/Grainger Street) minimum of 2 times per day. Other core streets (e.g. Neville Street) around 2 times per days. Areas around Royal Victoria Infirmary/Universities) daily. Outer streets minimum of once per week. The above services are deliberately kept flexible and are subject to seasonal and even daily variations in footfall, weather, term time, student & school holidays, and peak retail times (e.g. Christmas period). Note review of core street cleansing programme is planned for autumn 2018.</p> <p>d) We also provide services for a number of contracts including cleaning of all off street car parks.</p>
Waste	X		<p>Domestic Refuse Collection:-</p> <p>Refuse is collected from households on a named day. Where dates change over Bank Holiday periods, notification is made in local press or on our website and locally in Council buildings and selected shops. In the event of the collection not being made due to our failure the items will be collected within three working days.</p>

Local Services

Function	Statutory	Non Statutory	Service Level
Waste	X	X	<p>Commercial Waste Collection:- Competitive market place NCC up to 1000 City Centre customers (NE1 postcode area) Bags should not be placed on the street – a containerised service applies. Collections take place on an individual contract basis and vary dependent on need.</p> <p>Cardboard Recycling: There is no current segregated cardboard recycling service available but this material can be collected as part of the co-mingled recycling service.</p> <p>A dedicated (segregated) glass collection/recycling service for trade waste customers is also available</p>
Waste – On Street Recycling		X	<p>Recycling bins are provided in the City Centre for paper, tins, plastic bottles – helps raise awareness of need to recycle and makes small contribution to reduced landfill targets. Note recycling provision is to be reviewed.</p>
Fly Tipping	X		<p>a) Fly tipping is defined as a piled material tipped on a single occasion or several such tipping events within a short time span in the same location. Will be removed from roads, pavements and City Council land within 10 working days unless it is causing significant issues or it contains asbestos in which case it should be removed by prearranged private contractor.</p> <p>b) Often fly tipping is reported when additional waste has been put out next to bins for collection or a bulky collection has been requested. Operations and regulation staff will determine appropriate responses on enforcement and removal.</p> <p>c) Fly capture system requires annual reports to Environment Agency.</p>

Local Services

Function	Statutory	Non Statutory	Service Level
Stain Removal		X	A weekly routine of clearing up spillages and variety of dirty locations – body fluids, food waste, bird fouling etc.
Graffiti		X	<p>a) Obscene, racist and sexist graffiti will be an operational priority and covered up or removed within 2 working days of being reported.</p> <p>b) Other Graffiti will be removed when and wherever possible. When on private property a charge will be levied.</p> <p>c) Discussions are taking place with regard to removal from listed buildings and sensitive surfaces such as sandstone in the Central Conservation area.</p> <p>d) Graffiti at height will generally require a specialist service for removal.</p>
Grounds Maintenance		X (except sight lines)	Grass – Grass is maintained at different heights for amenity and wildlife. Grass Cutting - some areas will have grass cut 12 times (Eldon Green, large areas of Leazes and Exhibition Parks together with St. Thomas Church grounds during growing season. Some areas will receive 8 cuts per grass cutting season while smaller peripheral areas will only have two cuts. Grass cutting will be part of a planned maintenance programme. Grass areas containing naturalised spring bulbs will remain uncut until eight weeks after the end of the flowering season.

Local Services

Function	Statutory	Non Statutory	Service Level
Grounds Maintenance	X	X	<p>Highway Weeds – Adopted services – Env Prot Act and Highways Legislation. An annual contract is managed by Environmental Services, Grounds Maintenance Services Division, who oversee the application of pesticides for the control of street weeds on the adopted highway. This is carried out in the spring/early summer by private contractor. Re-growth is treated as required in summer by in house staff. In total 3 applications of weedkiller are applied during the period April to October</p> <p>Trees – Trees can become damaged in strong winds, or may require attention as a result of age, disease or size. Where trees are reported as dangerous, we aim to inspect the tree within 3 hours.</p> <p>General tree enquiries will receive a response within 28 working days.</p>
Winter Maintenance	X (practicable response required)		<p>a) We will in the first instance only grit and clear snow from primary traffic routes. Service is provided by our contractor COLAS.</p> <p>b) Gritting of paved areas is determined by overall conditions and will be delivered according to shift patterns on day shift and night shift with a potential gap on 2 nights per week with no cover on Tuesday night and Wednesday night.</p> <p>c) In adverse weather bus stops, hospital approaches, schools, aged persons dwellings and principle shopping areas are the first to be treated.</p> <p>Due to financial and logistical issues, it is not possible to grit the entire City. Local Services City Centre staff manually spread grit and clear snow from main thoroughfares in the City Centre under severe conditions.</p> <p>Detail of the areas covered can be seen in our snow and ice plan –</p>

			available upon request.
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Local Services

Function	Statutory	Non Statutory	Service Level
Gully Cleaning	X		<p>a) As part of highway infrastructure. From time to time road gullies may become blocked and surface water does not drain away quickly. Where a gully becomes blocked it will be inspected within 1 working day.</p> <p>b) It is not easy to get access to all gullies for regular maintenance, mainly due to permanent parking. A daily programme of gully cleaning operates between the hours of 6:00am – 6:00pm across the City and the City Centre in order to achieve best results.</p> <p>c) This is supported by a responsive service following reports of blocked gullies; we also offer assistance in flash flood situations and report structural problems with drainage systems to Engineering Services Division.</p>
Pest Control		X	<p>Rodent control Insect control Free insect identification service Free survey and estimate with no obligation Free professional advice on pest control and prevention Supply and service of EFK (Electronic Fly Killer) equipment Bird proofing (including anti-perch spike systems, netting and cleaning service) – contracted services.</p>
Public Conveniences		X	<p>As there are 3 public conveniences in the City Centre they are all in Multi Storey car parks in Dean Street, Eldon Gardens and Grainger Town.</p>
Special Events		X	<p>Additional services (chargeable) on request e.g Tall Ships waste management and environmental awareness – support to all other large events – Great North Run, Blaydon Races, Mela, Green Festival, Hoppings and small events such as tasting sessions and on street promotions.</p>

Operations and Regulation

Function	Statutory	Non - statutory	Service Level
To respond to complaints and requests for service within the Regulatory Services and Public Protection Division	X		Complaints to receive an initial response within 3 working days of receipt and requests for service to receive an initial response within 14 subsequent working days of receipt
Highways Act – Control of Builders’ Skip	X		<p>Builder’s skips (containers up to 5m in length and 2m wide) require a permit obtained from Building Control before being placed on the public highway. 5 working days notice is required for permits within the BID area, although these are processed as a matter of urgency. Permits should be applied for by the skip hire company and not the hirer of the skip. Permits are issued for a maximum of 28 days. Skips required for longer periods will require renewal of permit. Within the geographical area of the BID there are occasions when the permit may be refused or granted with special conditions (such as, for loaded skips to be removed over night or be lockable type container).</p> <p>Nuisance skips can be reported via Envirocall or directly to Building Control for investigation.</p> <p>Permission to site larger containers / cabins (over 5m in length or 2m wide) require the authorisation of HN&TM.</p>
Highways Act – Control of Scaffolding	X		<p>Scaffolds and hoardings require a permit obtained from Building Control before being erected on the public highway. Applications will be processed as quickly as possible however in some circumstances consultation with other Departments is necessary and therefore 5 working days should be allowed for the application to be processed.</p> <p>HN&TM will be consulted where the scaffold/hoarding is proposed to block the use of the footway or obstruct a vehicle carriageway.</p> <p>Approved permits carry responsibility to adhere to the terms and conditions of issue.</p> <p>Between early November and early January, HN&TM impose an embargo restricting the erection of scaffolds/hoardings in the BID area.</p> <p>Nuisance scaffolds / hoardings can be reported via Envirocall or directly to Building Control for investigation</p>

			Any issues with the erecting or dismantling of the scaffold should be reported to the HSE
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Operations and Regulation

Function	Statutory	Non-statutory	Service Level
Dangerous Building or Structure	X		<p>Non council owned buildings / structures reported to the council as being in a dangerous condition will be investigated within 24 hours.</p> <p>Where information suggests the building or structure to be of immediate danger to the general public, then the report shall be responded to with 2 hours.</p> <p>Actions can result in the serving of notices upon the owner of the structure / building to make safe / remove the danger or in necessary circumstances, the council putting in place emergency measures in the interest of public safety.</p> <p>During normal working hours dangerous structures can be reported to Envirocall or direct to Building Control. Out of hours reports should be to Civic Centre switchboard.</p>
<p>To undertake inspections of premises affected by consumer protection legislation on a programmed priority and risk assessed basis.</p> <p>High Risk</p> <p>Medium Risk</p>	X		<p>All high risk premises inspected in accordance with nationally agreed assessment.</p>
To respond to all consumer product recalls and alerts	X		<p>Appropriate action within 1 working day of receipt.</p>
To test and stamp as fit for use for submitted trade all new and repaired weighing and measuring equipment.	X		<p>To test and stamp equipment within 3 subsequent working days of a request being received.</p>

Operations and Regulation

Function	Statutory	Non-statutory	Service Level
To carry out legal proceedings in respect of consumer protection related matters.	X		To carry out prosecutions in the public interest in line with enforcement policy.
Regulation and Legislation	X		a) To implement and enforce the Road Traffic Regulations Act 1984 and the Traffic Management Act 2004 b) To manage the European Disabled Drivers scheme (Blue Badge)
To determine and issue all licensing applications	X		To determine applications and issue Licenses in accordance with statutory timescales
Car Parking Operation		X	To maintain the public parking stock and infrastructure in an acceptable condition, with: <ul style="list-style-type: none"> - clearly defined and maintenance of boundaries and perimeters - clearly defined parking bays - accessible parking to meet anticipated demand - good security using CCTV & uniformed staff - lighting on all floors to specified lux levels - clearly visible signage - well maintained & clearly visible payment facilities - clearly visible traffic movement signage - fire exits meeting with Health & Safety requirements - regular monitoring of cleanliness - pedestrian access/lifts well maintained & meeting with DDA Requirements. Landscaping, where appropriate, to be well maintained

Environmental Protection & Regulatory Services

Function	Statutory	Non-statutory	Service Level
Car Parking Operation			<p>To operate a pricing policy that reflects current policy objectives, including permit parking arrangements.</p> <p>To ensure that Multi-Storey Car Parks are staffed in line with current hours of operation.</p> <p>Subject to a positive BID ballot NCC will support Alive After 5 (ie the 7 NCC multi-storey car parks being free from 5pm onwards Monday – Saturday at the agreed financial levels until March 2019)</p>
To protect food safety and prevent food borne disease.	X		<p>a) Provision of a citywide risk based food premises inspection strategy, taking targeted proportional enforcement action as necessary.</p> <p>b) Food Premises inspection frequency in accordance with the Food Standards Agency National Food Law Code of Practice ranging from every 6 months to 3 years.</p> <p>c) Targeting of rogue traders through enforcement action taken in accordance with Regulatory Services Enforcement Policy and the Regulators Compliance Code.</p> <p>d) Ensuring effective regulation is consistent, proportionate, targeted, accountable and transparent.</p> <p>e) Operation of the national Food Hygiene Rating Scheme</p> <p>f) Delivery of a bacteriological food sampling programme.</p>

Environmental Protection & Regulatory Services

Function	Statutory	Non-statutory	Service Level
To protect food safety and prevent food borne disease			g) New businesses provided with advice pack on legislative requirements. Seminars and training provided
To ensure all food sold and consumed in the city is safe, of good quality, and meets food standards requirements.	X		<p>a) Provision of a city wide risk based food standards inspection programme.</p> <p>b) Food Standards inspection frequency in accordance with the Food Standards Agency National Food Law Code of Practice ranging from every 6 months to 3 years.</p> <p>c) Formal enforcement action taken in accordance with Regulatory Services Enforcement Policy and the Regulators Compliance Code.</p> <p>d) Delivery of a food sampling programme</p>
To ensure that all premises where people work, visit or are entertained are safe for the purpose and without risk to health.	X		<p>a) Provision of a risk based inspection programme that targets resource at higher risk premises or where there is a history of poor compliance</p> <p>b) Premises inspection frequency in accordance with national scheme</p> <p>c) Formal enforcement action taken in accordance with Regulatory Services Enforcement Policy.</p> <p>d) Participate in national and regional interventions which focus upon identified hazards within specific business groups</p>

Environmental Protection & Regulatory Services

Function	Statutory	Non-statutory	Service Level
contd			<p>e) Work in partnership with HSE and the other Tyne and Wear Authorities to contribute to the disease and injury reduction programmes</p> <p>f) Provide advice and assistance to business. New businesses provided with advice pack on legislative requirements.</p> <p>g) Investigate in scope accidents, dangerous occurrences and diseases reported under Reporting of Injuries Diseases and Dangerous Occurrences Regulations:</p> <p>h) Incidents investigated and action taken where appropriate.</p> <p>i) Registration of premises and practitioners of skin piercing activities. Applications for registration dealt with within 14 working days.</p> <p>j) Ensure that the requirements of the comprehensive smoke free legislation are met. Provide advice and assistance to business upon request within 14 working days.</p> <p>k) Undertake periodic compliance monitoring.</p> <p>l) Review new planning and licensing applications to ensure compliance with legal requirements.</p>
To promote good practice in regard to business continuity management in the City Centre.	X		<p>a) Provide advice and assistance to business and other organisations operating in the City Centre via the council website, telephone calls and personal visit as appropriate – this service is provided on a cost recovery basis.</p>

Environmental Protection & Regulatory Services

Function	Statutory	Non - statutory	Service Level
contd			<p>b) Work with local partners e.g. Counter Terrorism Security Advisers to deliver seminars and training events to city centre organisations.</p>
<p>To encourage businesses to support the response to major emergencies in the City Centre.</p>	X		<p>a) Involve businesses and other organisations operating in the City Centre to develop and embed a Newcastle upon Tyne City Emergency Plan.</p> <p>b) Engage city centre organisations in local emergency preparedness exercises where practicable.</p>

Environmental Protection & Regulatory Services

Function	Statutory	Non-statutory	Service Level
<p>Protecting businesses and residents from negative impacts associated with intrusive noise and dust and providing a degree of control over construction site operations</p>	X		<p>a) Complaints concerning noise and dust will receive a first response within 3 days of receipt. Such complaints may include noise from buskers, burglar alarms or entertainment on the street or within premises or from plant and equipment on premises/sites affecting businesses and / or residents.</p> <p>b) Maintain a Night Time Noise Service to respond to late night noise complaints</p> <p>c) Applications for prior consent to noisy working on construction sites will be completed within 14 days of receipt</p>
<p>Ensuring that businesses operating certain prescribed processes (for example petrol stations, dry cleaning establishments and temporary crushing plant on construction sites) comply with guidance and regulations associated with their business in a consistent manner and minimise any negative impacts they may have on residents and other businesses</p>	X		<p>a) Inspect on a risk based system, A2 and Part B (Part A2 / B of schedule one to the Environmental Protection (Prescribed Processes and Substances Regulations) Integrated Pollution Prevention and Control (IPPC) and Local Authority Air Pollution Control (LAPPC) sites within the City of Newcastle upon Tyne. Inspections undertaken at appropriate intervals determined by risk assessment.</p> <p>b) Take enforcement action as appropriate on inspection or on investigation of complaints. Complaints will receive a first response within 3 days of receipt</p> <p>c) Give advice and information to new businesses on Regulatory controls and requirements for that business on request.</p> <p>Requests for advice will receive a first response within 14 days of receipt</p>

Culture, Libraries & Lifelong Learning

Function	Statutory	Non Statutory	Service Level
New City Library	X		<p>The Council will continue operate the City Library in Princess Square. Features of this facility include:</p> <ul style="list-style-type: none"> - 7 day opening approx 53 hours per week - A dedicated 250m² exhibition area (extendable to 500m²) - A 200 seater performance space - A 80 seater licensed café - ICT training rooms <ul style="list-style-type: none"> - An environmentally controlled display area <ul style="list-style-type: none"> ■ A viewing platform. ▪ An adult “Changing Places” facility. <p>Annual running cost £2m gross</p>

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Culture, Libraries & Lifelong Learning

Function	Statutory	Non Statutory	Service Level
<p>Arts and Culture:</p> <p>A significant number of organisations from the creative and cultural sector are located within the BID area. Many receive financial support from Arts Council England (ACE) and the Newcastle Culture Investment Fund (NCIF) to which the City Council is a contributor. The Council recognises and encourages the contribution that cultural activity and attractions make to the vitality of the BID area and will continue to support the provision of public facing arts and heritage opportunities for the public.</p>		<p>X</p>	<p>Theatre Royal</p> <hr/> <p>To promote large-scale touring product throughout the year</p> <hr/> <p>Financial support from NCIF provided to organisations, including:</p> <ul style="list-style-type: none"> Live Theatre Northern Stage Dance City Baltic 39 Tyneside Cinema Side Gallery New Bridge Project Great North Museum

Events

Tyne & Wear Museums – Laing Gallery, Discovery Museum
C£1,000,000

To enable and facilitate their maintenance and programming. The two venues are part of a county-wide service and the level of funding is determined by formula/negotiation between all the authorities:

Laing Gallery, Discovery Museum

The funds available are used to identify and secure or to develop and then promote large scale events. Not all the funds will be spent in the BID area. The Great North City Fund is available to facilitate and support major events. Funding is allocated on a case by case basis and the Newcastle Fund supports the Newcastle Mela, Chinese New Year celebrations and Pride each year. Events funding is subject to annual review.

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Economic Development Services

The Council's Working City Document sets out its approach to supporting economic growth and jobs. This includes activities around supporting business and enterprise, ensuring there is an enabling infrastructure, investing in key development sites, skills development and supporting those who are out of work. Activities with a direct impact on the city centre include:

Function	Statutory	Non Statutory	Service Level
Supporting business and enterprise		X	<ul style="list-style-type: none"> - a clear, consistent and responsive planning and regulatory system - using the city library as a hub for information for businesses - promotion of Newcastle as a destination for retail, business and leisure tourism - communications with businesses
Improving infrastructure		X	<ul style="list-style-type: none"> - Improving national and international connectivity - Investing in broadband provision in the city
Investing for growth and jobs		X	<ul style="list-style-type: none"> - investing in Newcastle Helix, Stephenson Quarter and Central Station, and East Pilgrim Street - our Accelerated Development Zone - ensuring that there is a range of different types of business premises within the city - Supporting Invest Newcastle, our inward investment function, to market the city to companies and financial investors - promoting the city at a range of national and international events.
Supporting employment and skills		X	<ul style="list-style-type: none"> - Supporting a stronger role for local businesses in determining the priorities for skills funding - Increasing the number of apprenticeships in the city and promoting other access to skills support. - Helping to reduce worklessness in the city and increasing the labour force.

Traffic & Project Management

Function	Statutory	Non Statutory	Service Level
Traffic Management	X		Management of traffic in the City Centre-LTP funding in place for traffic management across the whole city with no specific allocation for the City Centre area. Schemes identified on a worst first basis
Road Safety	X		Funding in place for Road Safety across the whole city- no specific allocation for the City Centre
City Centre Liaison		X	Provide support and advice to the City Centre community on our and other functions of the Council to assist with the smooth and effective operation of the City Centre. No specific funding.
Public Transport Liaison		X	a) Coordination with public transport operators. b) Problem solving aimed at service/journey time improvements and enhanced service reliability. LTP funded Some LTP funding in place through Risk Transport Budget head
Bus Station Management		X	Management of Eldon Square and Haymarket Bus Stations. Maintenance, Cleaning, improvements etc.
Cycling		X	Cycle route and parking improvements. Recent works undertaken includes a route and parking audit. LTP funding in place for cycle improvements

Traffic & Project Management

Function	Statutory	Non Statutory	Service Level
City Centre Major Developments		X	<p>Co-ordination of works, provision of Council technical and legal services to assist developers.</p> <p>No specific budget - scheme driven.</p> <p>Examples include, Eldon Square Shopping Centre, Haymarket HUB, Wellbar House, Times Central, Waterloo Square and Downing Plaza.</p>
Building Works Facilitation		X	<p>a) Facilitating smaller works by businesses. Advice provided on programming issues, constraints and legal implications as well as consideration and contacts relating to other functions of the Local Authority.</p> <p>b) Provision of road closures, licences etc.</p> <p>No specific budget - scheme funded.</p>
Highway Capital Project Delivery		X	<p>Development, consultation, design and delivery of a wide range of highway capital projects through LTP or other scheme specific capital funding. Average annual LTP investment over recent years = £1.5m. This delivers Road Safety, Public Transport, Traffic Management, Air Quality, Cycling and Accessibility improvement schemes.</p>
Special Event Management		X	<p>Planning, management and delivery of a wide range of special events in the City Centre including advice regarding timescales, legal, planning and highways considerations. Events range from small exhibitions to major international events - Tall Ships and the Great North Run. Revenue funded by the event sponsors. Traffic Management engage in</p>

Public Art

Function	Statutory	Non Statutory	Service Level
Public Art in Grainger Town		X	Repairs & Maintenance budget of £49,000, per annum, managed by Monument Manager, through Monument Management Working Group and City Design - for works established as part of Grainger Town Project -including bespoke benches, cycle racks and bins - cleaning and repairing. Budget reviewed annually.
Building Lighting Maintenance in Grainger Town		X	R&M budget of £11,000 per annum, managed by Monument Manager through Monument Management Working Group and City Design - for lighting schemes established in Grainger Town Project. Budget reviewed annually.
Public Art Maintenance outside of Grainger Town		X	R&M budget of £20,000 per annum, for works to a range of pieces, including Blue Carpet, Shoulder to Shoulder, Northumberland Street Heralds - most spent on Blue Carpet repairs. Managed by Monument Manager through Monument Management Working Group and City Design Budget reviewed annually

Street Management

Function	Statutory	Non Statutory	Service Level
Highway Inspections	X		<p>a. Monthly inspections are carried out on of all roads and footpaths located in the area of the City Centre that are deemed to have the highest footfall. All other roads and pavements in the City Centre are inspected 3 monthly. Recording of all repair defects greater than 18mm are repaired within 30 working days with the more serious defects being repaired sooner.</p> <p>b. Repair of damaged street furniture- response time will vary depending of the type of defect. Damaged signs and bollards may be removed or realigned to remove potential hazards from the highway. Damaged seats or signs may take several weeks to order replacements or maybe removed completely not to be replaced.</p> <p>c. This supports defence of public liability claims. No fixed budget: all defects above the threshold are repaired. The costs of repairing the defects in the City Centre is funded via an ad hoc maintenance budget not linked to defined areas. We also have a dedicated City Centre Response team who provide a rapid repair service for Cat 1 and Cat 2 defects.</p>
Enforcement of Obstructions of the Highway	X		<p>Monthly Inspections. Obstructions reported by Council Officers. Action taken where appropriate. Traders are normally requested to remove advertising boards etc. before serving a 1 month formal notice. If obstructions remain after the formal notice they are removed on an ad hoc basis. No fixed budget.</p>

Street Management

Function	Statutory	Non Statutory	Service Level
Inspection of Public Utility Works	X		We agree and inspect 30% of all utility works. These inspections are across the 3 stages of the works (during the works, following reinstatement and within 3 months of the end of the guarantee period).
Traffic Signals:			<p>We maintain all of the traffic signals in the city centre, and have a 4 hour response time to any failures.</p> <p>Any new signal installation is done as part of Highway Capital Delivery Projects.</p> <p>The signals on the bus loop (Percy Street, Newgate Street, Market Street, Pilgrim Street, New Bridge Street, John Dobson Street, St Mary's Place, Central Gateway, and St James' Boulevard) can be controlled via UTC which will help control traffic and reduce air pollution in the city centre.</p>

Street Lighting

X

The Councils Street Lighting PFI partner SSE is responsible for the upgrading, maintenance and energy provision for the street lighting network. We are commencing (subject to legals) installing new LED's on existing units from November 2018 some 34,000 plus units. Where the column has been replaced in COP it will not be touched, just the lantern. If the column is old and in poor state the worst 2500 across the city will be replaced. The LED install programme will exclude heritage columns until a better retrofit solution is available.

Please note that the installation of Street Lighting is not statutory, however if Street Lighting is installed the maintenance of the Street Lighting is statutory. As part of the Street Lighting PFI project SSE have replaced lighting columns and wall mounted lights throughout the City Centre. It should be noted that in some locations (e.g. Percy Street) the existing lighting columns did not need to be replaced and were classified as deemed to comply (dtc)

The contractual response time for non-emergency events (i.e. a light out) is 5 days. Performance against this is on average 3 days.

For emergencies, SSE must be on site within 1hr to make safe.

The contribution to the Christmas Illuminations made by NCC is £110,000 per annum.

Please note that the Christmas Decorations are not Statutory. NCC contribute £110,000 per annum however this figure can increase in some instances if replacement lights are required for areas such as Grey's Monument and the ceiling of light which is installed on Grey Street. The contribution covers the decorations, the Kids competition and the Switch On event.

Street Lighting

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Property Services

Function	Statutory	Non Statutory	Service Level
Markets:			
Grainger Market		X	Operational Management, compliance with Landlords obligations including repairs and maintenance. Expenditure £898,949 Operational Management can be quantified as covering staffing, security, managing refuse, repairs and maintenance, lettings, all aspect of landlord and tenant, health and safety matters, customer facing elements and everything associated with being the owner of premises that are accessed by the public and contain a number of units let to tenants.
Farmers Market		X	Operational Management. Expenditure £2,240
Quayside Market		X	Operational Management. Expenditure £110,550
Christmas and Continental Market		X	Operational Management. Expenditure £29,700
Heritage and Culture:			
Theatre Royal	X	X	Compliance with Landlords obligations including repairs and maintenance. Expenditure £124,449
The Guildhall		X	Compliance with Landlords obligations including repairs and maintenance. Expenditure £6281
Blackfriars		X	Compliance with Landlords obligations including repairs and maintenance. Expenditure £50,940

Property Services

Function	Statutory	Non Statutory	Service Level
Historic Buildings		X	Expenditure £69,194
Other:		X	
Scotswood Road Industrial Estate		X	Compliance with Landlords obligations including repairs and maintenance. Expenditure Nil
Charlotte Square		X	Compliance with Landlords obligations including repairs and maintenance. Expenditure £106,450
Royal House (Adjoining Theatre Royal)		X	Compliance with Landlords obligations including repairs and maintenance. Expenditure Nil
Anderson House, Market Street		X	Compliance with Landlords obligations including repairs and maintenance. Expenditure £77,780
Carliol Square		X	Compliance with Landlords obligations including repairs and maintenance. Expenditure Nil
Dance City, St James' Boulevard		X	Compliance with Landlords obligations including repairs and maintenance. Expenditure Nil
Old Eldon Square, East Side Property		X	Compliance with Landlords obligations including repairs and maintenance. Expenditure £30,320

Property Services

Function	Statutory	Non Statutory	Service Level
Princes Building, Queen Street		X	Compliance with Landlords obligations including repairs and maintenance. Expenditure Nil
35 Nelson Street		X	Compliance with Landlords obligations including repairs and maintenance. Expenditure £3,300.
Percy Street Temporary Shops		X	Compliance with Landlords obligations including repairs and maintenance. Expenditure £5,120.
Quayside Pontoons		X	Compliance with Landlords obligations including repairs and maintenance. Expenditure Nil
Bridge House, Pilgrim Street		X	Compliance with Landlords obligations including repairs and maintenance. Expenditure Nil
Various Other Properties - Bewick Court, North Street East, Great North House, 30 Cloth Market, Hancock Public House.		X	Limited Landlords obligations. No expenditure.
Note: Expenditure figures based on expenditure budgets for 2018/19			

Leisure Services

Function	Statutory	Non Statutory	Service Level
Leazes Park		X	<p>Traditional Victorian park to include boating lake, 6 tennis courts, bowling green and pavilion, bandstand, play areas, refreshment franchise, staff accommodation, car parking</p> <p>Net operating budget 164,818</p>
Exhibition & Brandling Parks		X	<p>Skate park; 2 croquet greens and pavilion; café; Military Vehicle Museum; boating lake; play area; events area; 2 basket ball courts; 5 tennis courts; bandstand; bowling green and two pavilions</p> <p>Net operating budget £151,686</p>
Old Eldon Square		X	<p>Managed by Environmental Services (Grounds) according to their Service Standards</p>

Operations - Security

Function	Statutory	Non Statutory	Service Level
Raising the Bar		X	<p>'Raising the Bar' is a best practice scheme to encourage venues to go over their licensing conditioning requirements and champion the safety policies and procedures they have in place.</p>
Taxi Marshals		X	<p>Deployment of officers at taxi ranks at peak times:</p> <p>Fridays weekly : 10pm – 4am The Gate - 2 x PC's Bigg Market - 2 x PC's</p> <p>Saturdays weekly : 10pm – 4am The Gate - 2 x PC's Bigg Market - 2 x PC's Times Square - 2 x PC's</p> <p>In addition on Bank Holidays/weekends/other busy times (e.g. Xmas etc) officers may be allocated on a Sunday or Monday night</p> <p>Undertake regular analysis to ensure effective deployment at most appropriate ranks and peak times. Previously funded through partnership resources - no fixed budget</p>

Operations - Security

Function	Statutory	Non Statutory	Service Level
			parks to reduce vehicle crime, awareness raising on the links of alcohol to domestic violence and student community safety initiatives around freshers week
Shout Up campaign		X	Shout Up campaign tackles sexual harassment in city centre pubs by training venue staff to identify, understand and react to sexual harassment of patrons and staff.

Communications & Marketing

Function	Statutory	Non Statutory	Service Level
Marketing, Press Office, Corporate Communications teams		X	These campaigns contribute to the promotion of the City Centre, at an estimated in-kind value of £5,000 PA, which will continue regardless of the BID.

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Schedule 3 – Plan of BID area

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EXECUTED as a DEED by THE COUNCIL
OF THE CITY OF NEWCASTLE UPON TYNE

having affixed hereto its Common Seal in
the presence of:-

}
}
}
}
}
}

Lord Mayor

Head of Legal Services

EXECUTED as a DEED by NEWCASTLE NE1 LIMITED

Acting by
a director Director

and
a director or its secretary Director

