

DATE 4th April 2016

EAST DORSET DISTRICT COUNCIL (1)

And

DORSET COUNTY COUNCIL (2)

And

WIMBORNE BID LIMITED (3)

Baseline Agreement for provision of Standard Services

DATED 4th April 2016

Baseline Agreement for Provision of Standard Services

BETWEEN

- (1) EAST DORSET DISTRICT COUNCIL (“the District Council”) of Council Offices Furzehill Wimborne Dorset BH21 4HN and
- (2) DORSET COUNTY COUNCIL (“ the County Council “) of County Hall, CollitonPark, Dorchester DT1 1XJ and
- (3) WIMBORNE BID LIMITED (“the BID Company “) registered as a company limited by guarantee in England with number 06955886 whose registered office is situate at 6 Poole Road Wimborne Dorset BH21 1QE

RECITALS

- A. The District Council and the County Council are local authorities for the purposes of the Local Government Act 2003 and are 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 District Council and the County Council within the BID Area.

WHEREAS IT IS NOW AGREED AS FOLLOWS:

1.Definitions

“ BID Area “ means the area within which the BID operates

“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 4 years and 8 months from the 1st day of August 2016 as proposed within the BID Proposal

“Operating Agreement “ means the agreement entered into between the District Council and the BID Company which sets out the 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)

“Standard Services“ means those services which are provided by the District Council and the County Council within the BID Area and set out in Schedule 1. These are divided into Statutory Functions and Discretionary Functions.

“Statutory Functions” means those services or works that a local authority is required to carry out within the BID Area under a statutory provision unless delegated to another local authority by virtue of section 101 of the Local Government Act 1972.

“Discretionary Functions” means those service or works that a local authority is empowered to carry out, and which it chooses to carry out within the BID Area

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 Section 1 of the Localism Act 2011 and all other enabling powers

3.Commencement

3.1 The terms of this Agreement shall take effect upon the date of this Agreement.

4. The District Council and County Council Obligations

4.1 In respect of the Standard Services performed by or on behalf of the District Council and the County Council those Councils agree the following:

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

4.1.2 In the event that either Council is unable to continue to provide all or any part of the Standard Services within the BID Area on account of its being statute barred from doing so in respect of any of those Standard Services set out in Part 1 of Schedule 1 or its having insufficient funds to secure the provision of any of those Standard Services set out in Part 2 of Schedule 1 or being temporarily unable to carry out them out 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 if relevant

(c) State the date upon which the relevant Council will cease to operate the identified Standard Service

(d) Agree not to disproportionately reduce services in the BID area compared to any alterations to such services being made elsewhere in the Council areas and the relevant Council will not be liable to indemnify the BID Company in respect of any loss arising from its inability to carry out the Standard Services for the reasons set out in this clause.

4A. Review

4A.1 Each party shall nominate one officer to attend review meetings

4A.2 Review meetings shall be held every 6 months and shall be organised and administered by the District Council at a location close to the BID Area

4A.3 Each party shall attend the review meeting at their own cost

4A.4 The purpose of review meetings shall be to discuss the Standard Services and agree any changes to the those Services

5. Termination

5.1 This Agreement shall be terminated upon any one of the following events occurring :

- (a) 4 years and 8 months from the date of this Agreement or the expiry of the BID Term, whichever is the soonest;
- (b) the expiry of the BID Term provided that in the event the BID is renewed after the BID Term this Agreement shall subject to the consent of all parties and any variations they may agree continue to remain in force and of full effect;
- (c) the early termination of the BID and the giving of relevant notices as required by the Regulations and Operating Agreement; or
- (d) the agreement of all parties

6. Confidentiality

6.1 The parties agree to keep confidential and not to divulge to any person without the prior written consent of the other parties 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 PROVIDED THAT nothing herein shall prevent the District Council or the County Council from complying with its responsibilities as public authorities under the Freedom of Information Act 2000. The obligation in this clause shall survive the termination or lapse of the provision of the BID

7. Notices

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

7.2 A notice may be served by

7.2.1 delivery to the respective Council address specified above;

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

7.2.3 sent registered or recorded delivery post

7.3 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.

8. Miscellaneous

8.1 For the avoidance of doubt where any part of this Agreement is incompatible with the Business Improvement Districts (England) Regulations 2004 or any other regulations which the Secretary of State may issue pursuant to Part IV of the Local Government Act 2003 then such part shall be struck out and the balance of this Agreement shall remain in full force and effect

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

8.3 For the avoidance of doubt the provisions of this Agreement (other than those contained in this clause) shall not have any effect until this document has been dated

8.4 Where reference is made to a clause , part or recital such reference (unless the context requires otherwise) is a reference to a clause , part , or recital in this Agreement.

8.5 Reference to the District Council or the County Council includes any successors to their functions as local authorities

8.6 Reference to statutes, byelaws, regulations, orders ,or delegated legislation shall include any such instrument re-enacting or made pursuant to the same power

8.7 This Agreement represents the entire understanding between the parties in relation to the subject matter of the Agreement.

9.Exercise of the Local Authority Powers

9.1 Nothing contained in this Agreement or implied in it shall prejudice or affect the rights discretions powers duties and obligations of the District Council or County Council under all statutes , byelaws , statutory instruments , orders and regulations in the exercise of their functions as local authorities

10. Contracts (Rights of Third Parties)

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

11. Arbitration

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

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

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

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

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

(a) prosecute any such reference expeditiously; and

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

11.1.5 The award shall be in writing signed by the arbitrator

11.1.6 The award shall be final and binding on all parties and on any persons claiming through or under them

EXECUTED AS A DEED BY THE PARTIES HERETO

THE COMMON SEAL of the EAST DORSET DISTRICT
COUNCIL was hereunto affixed in the presence of

Authorised Signatory

The COMMON SEAL of DORSET COUNTY COUNCIL
was hereunto affixed in the presence of

Authorised Signatory

EXECUTED by **WIMBORNE BID LIMITED**

acting by a Director in the presence of:-

Director

Signature of independent witness

Name (in BLOCK CAPITALS)

Address

.....

Schedule 1 the Standard Services

Part 1 – Services to be provided by East Dorset District Council

Service:	Growth and Economy
Director	Dave Barnes
T:	01202 795077
E:	dbarnes @christchurchandeastdorset.gov.uk

Baseline Activity	Planning Policy
Statutory Functions	<ul style="list-style-type: none">• Developing Policy Documents that establish the framework for developments including assessing planning applications• Research and monitoring• Consultation with the public• Public Inquiries• Development of the Policy Documents
Discretionary Functions	<ul style="list-style-type: none">• Promoting Sustainability• Strategic Housing Delivery

Baseline Activity	Economic Development
Discretionary Functions	<ul style="list-style-type: none">• Promote development of the local economy• Includes special projects (e.g. DORMEN), covering skills, advice, support etc.

Baseline Activity	Development Management
Statutory Functions	Planning Applications <ul style="list-style-type: none">• Enquiries• General Public Applications• Development Applications• Advertisements• Listed Buildings• Protected Buildings

	<p>Enforcement</p> <ul style="list-style-type: none"> • Enforcement against breaches of planning control <p>Trees & Landscaping</p> <ul style="list-style-type: none"> • Tree Preservation orders • Trees within Conservation Areas • High Hedge disputes <p>Conservation & Design</p> <ul style="list-style-type: none"> • Review and designation of conservation areas • Conservation Area appraisals • Provide advice to improve the quality of design <p>Land Charges</p> <ul style="list-style-type: none"> • Searches on properties for sale • Record Land Charges on properties <p>Street Naming and Numbering</p> <ul style="list-style-type: none"> • Allocate addresses to new properties • Update national land use gazetteer with new properties created
--	--

Baseline Activity	Building Control
Statutory Functions	<ul style="list-style-type: none"> • Determination of applications under the building regulation • Visit to sites during construction to ensure compliance with the regulations • Enforcement of breached of building regulations • Inspections of dangerous structures
Discretionary Functions	<ul style="list-style-type: none"> • Building regulations service for applicants

Service:	Property and Engineering Services
Head of Service:	Lindsay Cass
T:	01202 795003
E:	lcass@christchurchandeastdorset.gov.uk

Baseline Activity	Operations (through Dorset Waste Partnership)
Statutory Functions	<ul style="list-style-type: none"> • Collecting household waste • Cleaning of streets and public areas • Arranging and promoting kerbside recycling • Abandoned vehicle removal • Provision of recycling centres • Enforcement against litter and fly tipping crime
Discretionary Functions	<ul style="list-style-type: none"> • Provision and cleaning of public toilets

Baseline Activity	Transport
Discretionary Functions	<ul style="list-style-type: none"> • Procurement of vehicles • Servicing of vehicles • Maintenance and repair of vehicles

Baseline Activity	Parking Services
Discretionary Functions	<ul style="list-style-type: none"> • Provision of car parks • Enforcement of off-street car parking orders

Baseline Activity	Estate Services
Discretionary Functions	<ul style="list-style-type: none"> • Management of the Council's estates

--	--

Baseline Activity	Building Services
Discretionary Functions	<ul style="list-style-type: none"> • Maintenance of the Council's buildings

Baseline Activity	Engineering
Discretionary Functions	<ul style="list-style-type: none"> • Land Drainage • Infrastructure works

Baseline Activity	Emergency Planning
Statutory Functions	<ul style="list-style-type: none"> • Preparation of Major Emergency Plan • Housing the homeless • Promoting business continuity
Discretionary Functions	<ul style="list-style-type: none"> • Provision of sandbags

Service:	Public Health and Protection
Manager:	Sean Whitney
T:	01202 795387
E:	swhitney@christchurchandeastdorset.gov.uk

Baseline Activity	Community Safety
Statutory Functions	<ul style="list-style-type: none"> • Statutory duty to Safeguard Children and Young People and Adults • PACE Section 17 duties
Discretionary Functions	<ul style="list-style-type: none"> • PACT (Partners and Communities Together)

Baseline Activity	Environmental Health
Statutory Functions	<p>Environmental Protection</p> <ul style="list-style-type: none"> • Nuisance Control • Pollution prevention and control • Public Health Licensing and Registrations • Private water supplies monitoring • Contaminated land strategy <p>Pest Control Service</p> <ul style="list-style-type: none"> • Dog warden service <p>Food Hygiene & Safety</p> <ul style="list-style-type: none"> • Food hygiene inspections • Complaints investigations • Food sampling • Public Health promotions • Approved premises registrations <p>Infections Disease Control Health & Safety at work</p>

Baseline Activity	Licensing
Statutory Functions	<ul style="list-style-type: none">• Administration of the range of premises and activities that require the issue of licenses including, Events & Specified Activities, Hackney Carriage & Private Hire, Alcohol and other Specialist Premises.
Discretionary Functions	<ul style="list-style-type: none">• Licensed premises Forums

Service:	Housing
Manager:	Kathryn Spawton
T:	01202 795183
E:	kspawton@christchurchandeastdorset.gov.uk

Baseline Activity	Housing
Statutory Functions	<ul style="list-style-type: none"> • Housing Allocations • Disabled Facilities Grants • Loans and Grants for housing improvements • Statutory inspections and enforcements

Service:	Community and Leisure
Head of Service:	Judith Plumley
T:	01202 795043
E:	jplumley@christchurchandeastdorset.gov.uk

Baseline Activity	Community and Leisure
Statutory Functions	<ul style="list-style-type: none"> • Wellbeing Powers and Powers under the Localism Act • Management of designated nature conservation sites
Discretionary Functions	<ul style="list-style-type: none"> • Allotments and Cemeteries • Arts and Culture • Community Facilities • Community Grants • Countryside Management • Leisure Centres • Museums • Parks and open Spaces • Grounds Maintenance • Sport & Recreation

Part 2 – Services to be provided by Dorset County Council

2.1 Table of Baseline Services:

Service:	Highway Maintenance
Head of Service:	Andrew Martin
T:	01305 228100
E:	a.j.martin@dorsetcc.gov.uk

Baseline Activity	Highway Maintenance
Statutory Functions	<p>Safety of Highway</p> <ul style="list-style-type: none">• Dorset County Council, as the highways authority for the area mentioned, will ensure that it's duty under the Highways Act 1980 are complied with: namely to ensure that the highway remains unobstructed and safe to use. <p>Maintenance of Highway</p> <ul style="list-style-type: none">• Routine maintenance of all sections of highway within the BID Area in accordance with the Council's statutory duties. All works are prioritised within the current funding and manpower allocations.• Works will include regular inspections and the repair of any safety defect found on our assets in a suitable timescale, in line with industry standards.• We will from time to time carry out larger scale works, such as resurfacing as required in accordance with the Council's statutory duties but this is only undertaken when resources are available and the work is prioritised across the County.
Discretionary Functions	None

2.2 Dorset County Council is not responsible for street furniture such as street names plates and litter bins. They are owned by and maintained by the appropriate district council (East Dorset District Council) or to a lesser extent, the local Town Council (Wimborne Minster Town Council)

2.3 Dorset County Council, in its position as Highway Authority may carry out additional highways works at the request and expense of the BID at the Council's absolute discretion.