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**OPERATING AGREEMENT**

in relation to Edgware Business Improvement District

**SCHEDULE**

<b>The Billing Authority</b>	Barnet Council
<b>The BID Body</b>	Edgware BID
<b>Commencement Date</b>	1st September 2023
<b>Term</b>	5 years
<b>Payment Dates</b>	1st September

- 1 The Billing Authority 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 to be used towards the operation of the BID and the funding of the BID Arrangements.
- 2 The BID Body is responsible for the operation of the BID and for using the BID Levy for the purposes of achieving the BID Arrangements.
- 3 Both parties have agreed to perform their duties in relation to the responsibilities set out above in accordance with the attached terms and conditions.

Dated.....  
 .....

<b>SIGNED</b> by <NAME>, a duly authorised signatory for and on behalf of <BILLING AUTHORITY>	..... .....
<b>SIGNED</b> by <NAME>, a duly authorised signatory for and on behalf of <BID BODY>	..... .....

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**TERMS AND CONDITIONS**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 The expressions “Billing Authority”, “BID Body”, “Commencement Date” “Payment Dates” shall have meaning given to them in the Schedule.
- 1.2 Any expression defined in the Regulations shall have the same meaning in these Terms and Conditions unless another meaning is required in the context.
- 1.3 In this Agreement the following expressions have the following meanings, unless another meaning is required in the context:

<b>“BID Arrangements”</b>	has the meaning given by s.43 Local Government Act 2003
<b>“BID Levy”</b>	the charge levied and collected under the BID pursuant to the Regulations
<b>“BID Levy Payers”</b>	the non-domestic ratepayers liable for paying the BID Levy
<b>“BID Levy Rules”</b>	the rules set out in Appendix 1 to these Terms and Conditions and in the BID Proposal
<b>“BID Revenue Account”</b>	the account to be kept by the Billing Authority in accordance with paragraph 14 and Schedule 3 of the Regulations
<b>“BID Term”</b>	the period of 5 years commencing on the Commencement Date
<b>“Contributors”</b>	any person or entity other than a BID Levy Payer making a voluntary contribution towards the funding of the BID
<b>“the Regulations”</b>	the Business Improvement District (England) Regulations 2004 as amended by the Business Improvement District (England) (Amendment) Regulations 2013 and the Business Improvement District (England) (Amendment) Regulations 2014

- 1.4 References to clauses, the Schedule and to appendices are to the clauses of and the Schedule and appendices to these Terms and Conditions.

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- 1.5 Clause headings are included for convenience only and shall not affect the interpretation of these Terms and Conditions.
- 1.6 Use of the singular includes the plural and vice versa.
- 1.7 Use of any gender includes the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision, provided that, no such amendment or modification or subordinate legislation made after the date of this Agreement shall apply to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.
- 1.9 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.10 A reference to **writing** or **written** includes e-mail, but not fax.

## **2 STATUTORY AUTHORITIES**

This Agreement is made pursuant to s.2 and Part IV Local Government Act 2003 and s.111 Local Government Act 1972.

## **3 PRE-CONDITION & DURATION**

- 3.1 This Agreement is conditional on:
- 3.3.1 the BID being approved by ballot in accordance with the Regulations;
- 3.3.2 the ballot not having been declared void by the Secretary of State under paragraph 9 of the Regulations; and
- 3.3.3 (if the BID Proposals are vetoed by the Billing Authority under paragraph 12 of the Regulations):
- (a) no person lodging an appeal against the Billing Authority’s veto within 28 days after the veto notice is given; or
- (b) if an appeal is lodged under paragraph 13 of the Regulations, the Secretary of State having upheld the appeal.
- 3.2 If any of the above conditions is not satisfied, this Agreement shall be null and void and neither of the parties shall have any obligations under it.
- 3.3 Subject to clauses 3.1 and 3.2, this Agreement shall commence on the Commencement Date and shall remain in force until either:

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3.3.1 the BID Term expires; or

3.3.2 the Billing Authority exercises its right to terminate the BID Arrangements under paragraph 18 of the Regulations.

#### **4 SETTING THE BID LEVY**

As soon as possible after the Commencement Date the Billing Authority shall calculate the BID Levy in accordance with the BID Levy Rules.

#### **5 THE BID REVENUE ACCOUNT**

##### **EITHER**

5.1 The Billing Authority shall pay the amount of the BID Levy invoiced to BID Levy Payers to the BID Body in equal instalments on the Payment Dates, less, in each case, any repayments made to BID Levy Payers under clause 5.2.

##### **Add payment dates**

5.3 If a BID Levy Payer is entitled to a repayment of a BID Levy pursuant to paragraph 8(4) of the Regulations, and if the Billing Authority has paid such BID Levy to the BID Body, the Billing Authority shall notify the BID Body in writing of the repayment and shall be entitled to deduct the amount of that repayment from the following instalment of the BID Levy. If the repayment is made after the last instalment of the BID Levy has been paid to the BID Body, the BID Body shall immediately repay the amount of the repayment to the Billing Authority.

#### **6 COLLECTING THE BID LEVY**

6.1 The Billing Authority shall use all reasonable endeavours to collect the BID Levy throughout the BID Term.

6.2 The Billing Authority shall serve a Demand Notice or amended Demand Notice on a BID Levy Payer as soon as reasonably practicable after the Billing Authority receives notice of a change that affects liability for the BID Levy.

6.3 The Billing Authority shall, at its own cost, seek to recover any unpaid BID Levy by sending two reminder letters and a summons to the BID Levy Payer.

6.4 The Billing Authority shall notify the BID Body promptly in writing if any BID Levy Payer fails to make payment after the Billing Authority has taken the action required under clause 6.3. In that event, the BID Body may, at its discretion, require the Billing Authority to issue a Liability Order and instruct bailiffs to collect the sums due under that order.

6.5 The costs of taking enforcement action under clause 6.4 shall be calculated in accordance with Appendix 2 to these Terms and Conditions and shall be borne by the BID Body, such costs to be paid by way of set off against the next payment of the BID Levy by the Billing Authority to the BID Body.

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6.6 If the BID Body does not require the Billing Authority to take further enforcement action under clause 6.4, the amount of the unpaid BID Levy shall be written off and the Billing Authority shall be under no liability to pay that sum to the BID Body.

## **7 ACCOUNTING PROCEDURES AND MONITORING**

7.1 Not more than 7 days after the start of each month, the Billing Authority shall send the BID Body a report in a format requested by the BID Body showing the BID Levy invoiced and collected during the BID Period and what action is being taken in respect of any overdue BID Levy.

7.2 Within 3 months after the end of each year of the BID Term, the BID Body shall provide the Billing Authority with a report showing:

7.2.1 the BID Body's total income and expenditure analysed into the main categories arising from the BID Levy;

7.2.2 all other income and expenditure of the BID Body;

7.2.3 a statement of any actual or anticipated deficits in the BID Body's funding;

7.3 The BID Body shall provide the Billing Authority with a copy of its full annual accounts at the time accounts are filed by it with Companies House. For the avoidance of doubt, the Billing Authority acknowledges that the accounts and information derived from those accounts constitutes commercially sensitive information in relation to the BID Body and, as such, is exempt from disclosure under Freedom of Information Act 2000.

7.4 Within one month after the Commencement Date, each of the parties will nominate representatives of appropriate standing within their respective organisations to form a monitoring group.

7.5 The monitoring group will meet at regular intervals to consider:

7.5.1 the effectiveness of the collection and enforcement of the BID Levy;

7.5.2 the information provided by the parties under clauses 7.1 and 7.2;

7.5.3 all aspects of the BID's Body's activities and expenditure.

7.6 The monitoring group may make recommendations for improvement which will be considered by the Billing Authority and at the BID Body's next board meeting.

## **8 CONFIDENTIALITY**

8.1 For the purposes of this Agreement, "**Confidential Information**" means all confidential information (however recorded or preserved) disclosed by one party (the "**Disclosing Party**") or its employees, officers, representatives or advisers (together its "**Representatives**") to the other party (the "**Recipient**") and the Recipient's Representatives whether before or after the date of this agreement concerning:

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- 8.1.1 the business affairs, financial affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing party; or
- 8.1.2 information exchanged between the parties concerning the BID Levy Payers or Contributors;
- 8.1.3 information regarding third parties which has been obtained as a result of operating the BID;
- 8.1.4. or any other information which a reasonably prudent business person would regard as being confidential by its nature.
- 8.2 The provisions of this clause shall not apply to any information that:
  - 8.2.1 is or becomes generally available to the public (other than as a result of its disclosure by the Recipient or its Representatives in breach of this clause);
  - 8.2.2 was available to the Recipient on a non-confidential basis before disclosure by the Disclosing Party;
  - 8.2.3 was, is or becomes available to the Recipient on a non-confidential basis from a person who is not, to the Recipient's knowledge, bound by any obligation of confidentiality to Disclosing Party;
  - 8.2.4 is developed by or for the Recipient independently of the information disclosed by the Disclosing Party.
- 8.3 The Recipient shall keep the Disclosing Party's Confidential Information confidential and shall not:
  - 8.3.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement (the "**Permitted Purpose**"); or
  - 8.3.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.
- 8.4 The Recipient may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
  - 8.4.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
  - 8.4.2 it accepts responsibility for such Representatives' compliance with the confidentiality obligations set out in this clause.
- 8.5 The Recipient may disclose the Disclosing Party's Confidential Information to the extent such Confidential Information is required to be disclosed by law (including disclosure under the FOIA),

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by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, the Recipient gives the Disclosing Party as much notice of such disclosure as possible and takes into account the reasonable requests of the Disclosing Party in relation to the content of such disclosure.

8.6 The provisions of this clause 8 shall survive termination of this Agreement.

**9. FOIA**

9.1 For the purposes of this clause:

**“EIR”** means the Environmental Information Regulations 2004 together with any guidance notes and/or codes of practice issued by the Information Commissioner or a relevant government department in relation to such regulations

**“FOIA”** means the Freedom of Information Act 2000 and any subordinate legislation made under that act from time to time, together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation

**Information** has the meaning given by s.34 FOIA

**Request for Information** means a request for information under the FOIA or the EIR

9.2 The BID Body acknowledges that the Billing Authority is subject to the requirements of the FOIA and the EIR. The BID Body shall:

9.2.1 at its own expense, provide all necessary assistance and cooperation reasonably requested by the Billing Authority to enable the Billing Authority to comply with its obligations under the FOIA and the EIR;

9.2.2 transfer to the Billing Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 7 days after receipt;

9.2.3 provide the Billing Authority with a copy of all Information belonging to the Billing Authority requested in a Request for Information which is in its possession or under its control with 7 days of the Billing Authority’s request for such Information; and

9.2.4 not respond directly to a Request for Information unless authorised in writing to do so by the Billing Authority.

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9.3 The BID Body acknowledges that the Billing Authority may be required under the FOIA or the EIR to disclose Information (including the BID Body's commercially sensitive information) without consulting or obtaining the consent of the BID Body. The Billing Authority undertakes to use its best endeavours to notify the BID Body of a Request for Information which may affect the BID Body in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under s.45 FOIA to the extent that it is permissible and practicable for it to do so, and will take any representation made by the BID Body into account in its response to such Request for Information, but shall remain responsible for determining in its absolute discretion whether any commercially sensitive information and/or any other information is exempt from disclosure in accordance with the FOIA or the EIR.

**10 FORCE MAJEURE**

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes which were unpredictable, unavoidable and beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for three months, the party not affected may terminate this agreement by giving written notice to the affected party.

**11 ASSIGNMENT AND OTHER DEALINGS**

This agreement is personal to the parties and neither party shall assign or subcontract with any of its rights and obligations under this agreement.

**12 VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**13 WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**14 SEVERANCE**

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

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**15 NOTICES**

15.1. Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

15.1.1 delivered by hand or by pre-paid first-class post to the address shown in the Schedule to this Agreement (or such other address as the addressee shall have notified in accordance with this clause); or

15.1.2 sent by email to the address usually used for communication between the parties.

15.2 Any notice shall be deemed to have been received:

15.2.1 if delivered by hand, at the time the notice is left at the proper address;

15.2.2 if sent by pre-paid first-class post, at 9.00 am on the second Business Day after posting;

15.2.3 if sent by email, at the time of transmission.

15.3 For the purpose of clause 15.2 and calculating deemed receipt, if receipt would be deemed to occur on a Saturday or Sunday or on a bank or public holiday or outside the hours of 9am to 5pm on any other day, receipt shall be deemed to take place at 9.00 am on the next working day.

**16 COUNTERPARTS**

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

**17 THIRD PARTY RIGHTS**

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

**18 DISPUTE RESOLUTION**

18.1 If any dispute arises in connection with this agreement, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing ('**ADR Notice**') to the other party, referring the dispute to mediation. A copy of the referral should be sent to CEDR.

18.2 If there is any point on the logistical arrangement of the mediation, other than the nomination of the mediator, upon which the parties cannot agree within 14 days from the date of the ADR Notice, where appropriate, in conjunction with the mediator, CEDR will be requested to decide that point for the parties having consulted with them.

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18.3 Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR Notice. No party may commence any court proceedings/arbitration in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

**19 GOVERNING LAW**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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## APPENDIX 1

### Edgware BID Levy Rules

#### Ballot

1. Barnet Council will send those responsible for eligible hereditaments to be subject to the BID, a ballot paper prior to 12<sup>th</sup> May 2023.
2. Each property or hereditament subject to the BID will be entitled to one vote in the ballot in a 28-day postal ballot which will commence on 12th May 2023 and close at 5pm on 8th June 2023. Ballot papers received after 5pm on that day will not be counted.
3. In order for the proposal to be successful at ballot the result will need to meet, as a minimum, two independent criteria which are: (a) of those ballots returned by the close, those voting in favour of the proposal must exceed those voting against it, and (b) of those ballot papers returned by the close, the total rateable value of those properties or hereditaments which vote in favour, must exceed the total of those voting against.
4. The result of the ballot will be announced as soon as practically possible after the close of ballot.
5. If successful at ballot, the new BID will commence delivery of services on 1st September 2023 and will continue for a period of 5 years to end 31st August 2028.

#### Levy

1. The BID levy will apply to all persons or organisations liable to pay the non-domestic rates for eligible hereditaments located within the BID Area.
2. Schools will be exempt from the BID.
3. The levy rate to be paid by each property or hereditament is to be calculated as 1.5% of its rateable value as at the start of the BID term on the 1st September 2023.
4. All properties or hereditaments with a rateable value of £10,000 or more will be liable for payment of the levy.
5. The number of properties or hereditaments liable for the levy is approximately 285.
6. From Year 2 onwards, the levy rate will be increased by the fixed rate of inflation of 2% per annum.
7. The levy will be charged as an annual bill at a daily rate for each chargeable period (September to August each year, starting on 1st September 2023). This mirrors the business rates collection model.
8. The BID levy must be paid by any new ratepayer occupying an existing eligible non-domestic rateable property within the BID area up until the end of the five-year term, even if they did not vote in the ballot.
9. Any new eligible rateable business hereditament created during the lifetime of the BID and situated in the BID area will be obliged to pay the levy on the next chargeable day.
10. The owners of untenanted properties or hereditaments will be liable for payment of the levy.
11. Barnet Council will be responsible for collection of the levy.

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## Accountability and Transparency

1. Edgware BID recognises the importance of accountability and transparency within its governance arrangements.
2. The Proposer of the new BID and the BID Body is Edgware BID Limited, a not-for-profit organisation, limited by guarantee.
3. The Directors of the BID (the 'Board') shall be representative of levy-paying businesses. The Board will meet at least once a quarter, with responsibility for governance matters such as financial arrangements, contractual obligations, human resources, standards, performance and compliance. The Board of the BID may nominate and appoint Directors. The Board shall appoint a Chair.
4. The Board 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 levy rate proposals would require an alteration ballot.
5. The BID will file annual accounts at Companies House. The accounts will be available to all levy payers.
6. The BID will monitor performance against annual objectives and will report to levy payers at least once a year. Regular updates through email bulletins, social media and business visits will keep businesses informed. An annual report and business meeting will provide information to businesses on the activities of the BID, including finances. A financial statement will be distributed to businesses along with the BID levy invoice annually.
7. The Company shall meet with the Council, as the Billing Authority, quarterly to monitor service delivery, levy collection and financial management issues.
8. An Operating Agreement and the Council's Baseline service commitments, have been agreed with the Council. A copy can be found at [www.edgwarebid.co.uk](http://www.edgwarebid.co.uk)
9. Notification of the intention to hold a ballot was sent to the Secretary of State on 23rd December 2022.

### 3. Finances

	2023	2024	2025	2026	2027	Totals
BID Levy	£174,254	£177,739	£181,294	£134,834	£137,530	£805,650

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Total Income	<b>£174,254</b>	<b>£177,739</b>	<b>£181,294</b>	<b>£134,834</b>	<b>£137,530</b>	<b>£805,650</b>
Expenditure						
<b>Operating costs</b>	£37,500	£37,500	£37,500	£37,500	£37,500	£187,500
<b>Growing Edgware</b>	£51,000	£51,000	£51,000	£51,000	£51,000	£255,000
<b>Cleaning and Greening Edgware</b>	£30,000	£45,000	£45,000	£15,000	£15,000	£150,000
<b>Securing Edgware</b>	£30,000	£30,000	£30,000	£30,000	£30,000	£150,000
<b>Connecting Edgware</b>	£9,000	£9,000	£9,000	£9,000	£9,000	£45,000
<b>Total Expenditure</b>	<b>£157,500</b>	<b>£172,500</b>	<b>£172,500</b>	<b>£142,500</b>	<b>£142,500</b>	<b>£787,500</b>
<b>Annual Surplus</b>	£16,754	£5,239	£8,794	-£7,666	-£4,970	<b>£18,150</b>
<b>Surplus</b>	£16,754	£21,993	£30,786	£23,120	£18,150	

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*Based on 98% levy collection						

1. The budgeted income from levy collection in year 1 is £174,254.
2. The average annual levy available to be spent by the BID for the term is £161,130.
3. A contingency provision on expenditure provides for an anticipated surplus of £18,150 by the end of the term. This equates to 2.3% of expenditure.
4. Operating costs of the BID are estimated as 23% of total income.
5. The budget uses the current valuations of properties, these values will change over the lifetime of the BID and will therefore impact the budget. The BID board reserve the right to adapt the delivery of services.

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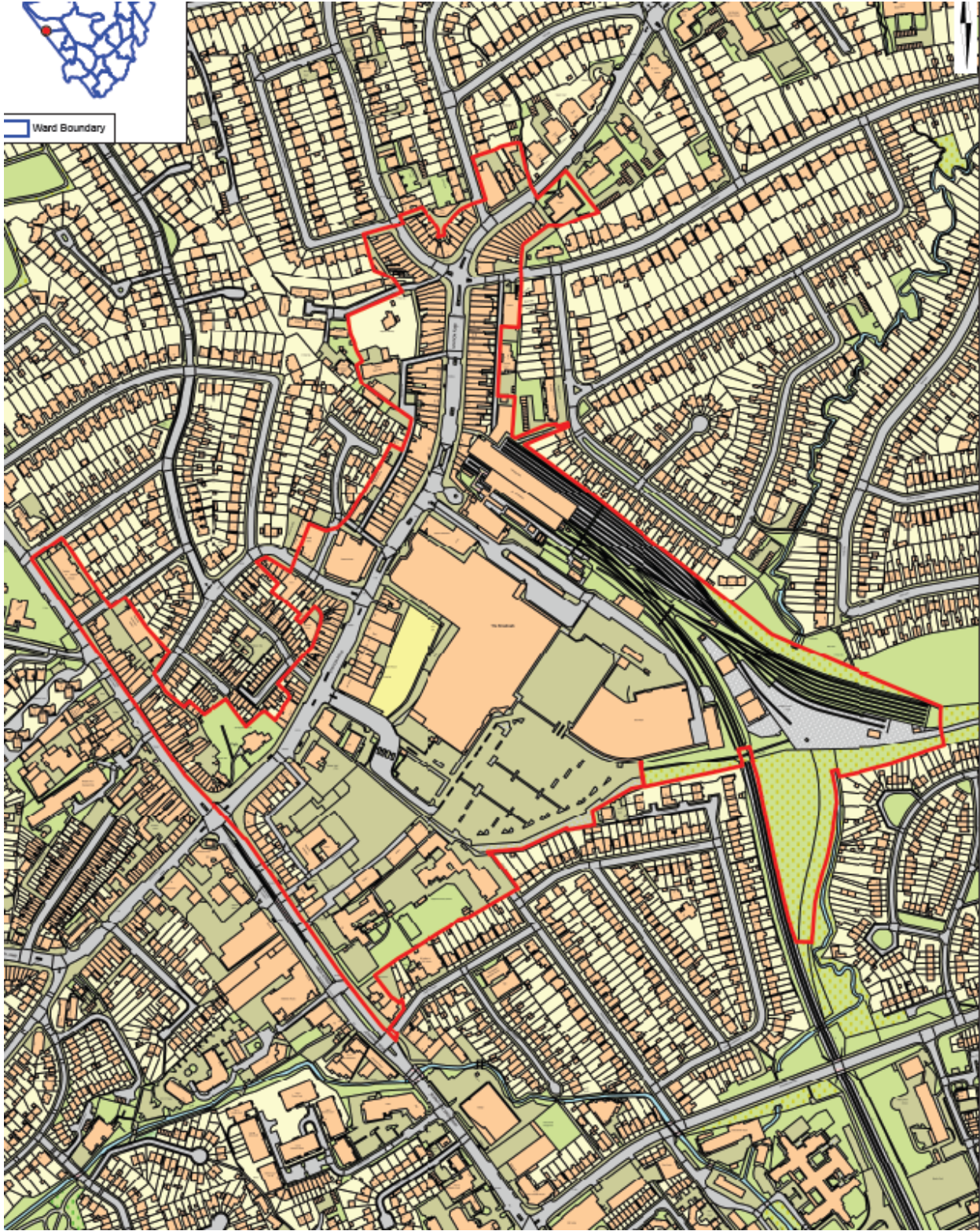
**APPENDIX 2**

**BID Area Map**

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**Baseline Statements**

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**EDGWARE BASELINE SERVICE AGREEMENT**

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

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

**Baseline activity: Highways Management**

**Responsible authority: London Borough of Barnet/ Re**

**Service Director: Ian Edser**

<p>Current level of service provided including aim of service, and frequency of service provision</p>	<p>Highways are returning to the council in April 2023</p> <p>Level of service is governed by the Highway Infrastructure Safety Inspection Manual (HISIM) and the Network Recovery Plan (NRP) programme, both are aligned with The Department for Transport (DfT) “Well- Managed Highways Infrastructure” Code of Practice (CoP) October 2016. The HISIM provides a clear and consistent quality system guidance/ standards and support for Highway Infrastructure Maintenance inspections to ensure a consistent approach and standards across the borough.</p> <p>For Edgware</p> <p>Carriageway Safety Inspection Frequencies are as follows</p> <p>Classification3b) Secondary distributor - Monthly inspection frequency</p>
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	<p>Footway Safety Inspection Frequencies are as follows</p> <p>Classification 1 Primary Walking Route Town Centre- Monthly inspection frequency</p>	
<p>Specification</p>	<p>Staff Numbers and operational specification may be reviewed.</p> <p>Current Specifications for areas of service linked to town centres are as follows:</p> <p><u>Street Lighting</u></p> <ul style="list-style-type: none"> <li>● Night scouts inspections of all street lighting apparatus without Central Management System (CMS) installed on a weekly basis</li> <li>● All illuminated assets with CMS installed is monitored 24/7 with automated reporting of defects within 1 day</li> <li>● Emergency call-outs attended within 1 Business day</li> <li>● Urgent faults attended within 1 Business day</li> <li>● Non-Urgent faults attended within 2 Business days</li> <li>● Complete Asset Replacements within 4 Business days</li> <li>● Power Supply Outages impacting illuminated assets attended within 25 days by UKPN</li> <li>● All assets inspected and cleaned annually</li> <li>● All structures structurally tested every 12 years or more frequent if test results dictate</li> <li>● All electrical assets electrically tested every 6 years</li> <li>● All assets that are over 25 years of age to be replaced</li> <li>● All structures to be repainted every 12 years or earlier if inspections dictate</li> </ul>	

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	<ul style="list-style-type: none"> <li>● Festive light displays installed annually hour</li> </ul> <p><b>Reactive Maintenance and repairs (Carriageways and footways)</b></p> <p>Maintenance and repairs are based on defined criteria and measurable thresholds for highway infrastructure safety defects linked to the appropriate timescales to make safe the Highway for all users.</p> <p>The current intervention levels are 25mm for footways and 40mm for carriageways.</p> <p>Rectification periods:</p> <p>Emergency within 2 hours,</p> <p>Cat 1 within 48 hours</p> <p>Cat 2 within 7 days,</p> <p>Cat 3 – 28 days</p> <p>Cat 4 – monitor.</p> <p>Maintenance Contractor provides Cat 1,2,3 responses Monday to Friday during working hours</p> <p><b>Carriageway treatments include</b></p> <ol style="list-style-type: none"> <li>1. resurfacing</li> <li>2. patching (where the defective length of carriageway is less than 100 metres).</li> </ol> <p><u>Carriageway Resurfacing:</u> This requires the removal and replacement of the surface layer with hot rolled asphalt, dense bitumen macadam or stone mastic asphalt, and the specific treatment will be decided by the highway</p>
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	<p>officers. The treatment depth is between 30 and 40 mm, but it can be more if the underlying layer also needs replacing. A typical life expectancy is 15-20 years.</p> <p><u>Carriageway patching</u>: This is the remedial patching of the surface layer, using machine laid patching, to a typical treatment depth of up to 40mm.</p> <p><b>Footway treatments include</b></p> <ol style="list-style-type: none"> <li>1. Footway relay</li> <li>2. Footway patching (where the defective length is less than 60 metres) or where footway relay is not appropriate.</li> </ol> <p><u>Footway Relay</u>: two main footway treatment types</p> <p>Type 3 being the standard treatment and <b>Type 1 being used for town centres and conservation areas (applicable to Edgware Town Centre)</b></p> <p>Type 3 treatment is a mixture of a flexible asphalt footway behind a grey block margin by the kerb line.</p> <p><b>Type 1 is Artificial Stone Paving (ASP), with flexibility for a grey block margin by the kerb line.</b></p> <p><b>(Type 1 or where sections of footway are only partially in a conservation area or town centre and the treatment type may require extending to the nearest junction to separate the treatments).</b></p> <p><u>Footway Patching</u>: This is remedial repair to the footway surface and subbase where the footway</p>
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	<p>condition has deteriorated over shorter lengths of the network that warrant remedial treatment, in instances where footway relay is not appropriate. This treatment will be using “like for like” materials, for example, a concrete flagstone footway will be repaired in the same surfacing material.</p> <p>An example of footway patching may be works to address damage from vehicle overrun, where we would design and implement a remedial treatment to address this issue from reoccurring.</p>	
Performance Measure	<ul style="list-style-type: none"> <li>• A suite of contractual Performance Standards monitor compliance with the above requirements</li> <li>• Monthly Monitoring</li> </ul>	
Non-compliance procedure	All Highways services will adhere to the councils Highway Policy	
Future level of service provision	<ul style="list-style-type: none"> <li>• Under review at this time</li> </ul>	
Other relevant information	General approach to maintenance of the carriageway and footway is to prevent it from getting any worse and does not allow for any improvements or upgrading	

**Baseline activity:**

**Street Cleansing**

**Responsible authority:**

**London Borough of Barnet**

**Service Director:**

**Craig Miller**

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Current level of service provided including aim of service, and frequency of service provision	<ul style="list-style-type: none"> <li>• Statutory duty to keep public highway clean, removing litter, detritus, fly-tipping, graffiti and fly-posters.</li> <li>• Provision of Town keeper resource 7 days a week: sweeping, litter picking and litter bin emptying. Litter bins emptied at least twice a day between 0600-13.30.</li> <li>• Maintenance of the public footway to grade A standard as defined in Code of Litter and Rubbish (this applies to kerb line to back edge of pavement).</li> <li>• Provision of scheduled pavement washing every 2 months / 8 weeks, mainly focusing on pavement staining. This includes removal of graffiti and stickers, plus street furniture (bins) washing as required.</li> <li>• Provision of responsive daily (7 days) collections of fly-tips, and kerbside collections of commercial and domestic waste and recycling.</li> </ul>	
Specification	<ul style="list-style-type: none"> <li>• As above</li> </ul>	
Performance Measure	<ul style="list-style-type: none"> <li>• As above</li> </ul>	
Non-compliance procedure	<ul style="list-style-type: none"> <li>• Any performance issues are addressed through reactive measures</li> </ul>	
Future level of service provision	<ul style="list-style-type: none"> <li>• No changes currently planned</li> </ul>	
Other relevant information	<p>The service is not resourced to implement:</p> <ul style="list-style-type: none"> <li>• Litter bin replacement</li> <li>• Chewing gum removal</li> <li>• Street Furniture (light and sign columns, traffic signal boxes etc) refurbishment</li> </ul>	

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**Baseline activity:**

**Grounds Maintenance**

**Responsible authority:**

**London Borough of Barnet**

**Service Director:**

**Craig Miller**

<p>Current level of service provided including aim of service, and frequency of service provision</p>	<p>Grounds maintenance of area at Edgware Library:</p> <ul style="list-style-type: none"> <li>● Maintenance at B Grade Grass (fly cut) and Shrub Bed B Grade at this location. B grade is satisfactory and normal standard.</li> <li>● All grass edges will be cut at the same time as the mowing, clippings will not be removed. Edges are usually flowerbeds or borders but can be channels next to buildings or obstacles. Grass is generally cut on 10 occasions during the mowing March to end of October at even intervals subject to weather, ground conditions and rate of grass growth.</li> <li>● Grass edges between hard surfaces and the lawn will be redefined bi-annually during the winter period to achieve a clean and clear edge.</li> <li>● Shrubs will be pruned once a year during winter. Plants will be pruned clear of sightlines, access ways, windows, vents, signs, highways, and footpaths at all times.</li> <li>● Shrub Borders will be treated in the Spring after Winter cultivation, with an approved herbicide to manage existing weed growth. A repeat application or hoeing may be necessary later in the season to keep the border 90% weed free. Beds will be checked during summer months during grass cutting, so they are monitored for weeds and self-sets which will be removed, as necessary.</li> <li>● Litter, leaves, and debris will be removed during work operations on Shrub beds</li> <li>● Herbicide application - borders will be treated in the Spring after cultivation, with an</li> </ul>
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	<p>approved herbicide to manage existing weed growth. A repeat application or hoeing may be necessary later in the season to keep the border 90% weed free. Beds will be checked during summer months during grass cutting, so they are monitored for weeds and self-sets which will be removed, as necessary.</p> <ul style="list-style-type: none"> <li>• Soil cultivation - borders will be cultivated in Winter to Spring to a depth of between 35 to 100mm, at which time all weeds and perennial weed root systems and self-sets will be cleared from beds and removed from site.</li> </ul>
Specification	<ul style="list-style-type: none"> <li>• As set out above</li> </ul>
Performance Measure	<ul style="list-style-type: none"> <li>• Monitoring - record of works carried out on sites on a weekly basis, to inform frequency of service and assessment of whether the site is being maintained to specification.</li> <li>• Supervisors also carry out a % visual check of works carried out on whole service portfolio of sites to ensure quality is at the required standard.</li> </ul>
Non-compliance procedure	<ul style="list-style-type: none"> <li>• The service responds to justified complaints within 1 to 10 working days, taking into consideration complaints related to health and safety etc.</li> </ul>
Future level of service provision	<ul style="list-style-type: none"> <li>• No changes currently planned</li> </ul>
Other relevant information	

**Baseline activity:**

**Household Waste Collections**

**Responsible authority:**

**London Borough of Barnet**

**Service Director:**

**Craig Miller**

Current level of service provided including aim of service, and frequency of service provision	<ul style="list-style-type: none"> <li>• Household waste collections of refuse and recycling are provided for flats above shops in the area once a week</li> </ul>
Specification	<ul style="list-style-type: none"> <li>• Bins or sacks should be collected from a defined location, and not usually on the public highway.</li> </ul>

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Future level of service provision	<ul style="list-style-type: none"> <li>No changes currently planned</li> </ul>
Performance measures	<ul style="list-style-type: none"> <li>Collections are monitored by supervisors, to address any issues</li> <li>Any missed collections are rectified where reported within 2 working days</li> </ul>
Non compliance procedures	<ul style="list-style-type: none"> <li>Enforcement is carried out via the council's Community Safety Team</li> </ul>
Boundary area	<ul style="list-style-type: none"> <li>These services cover the whole of the London Borough of Barnet</li> </ul>
Other relevant information	<ul style="list-style-type: none"> <li>There is the potential for recycling collection arrangements to change, and for food waste collections to become mandatory under the forthcoming Environment Act regulations</li> </ul>

**Baseline activity:**

**Commercial Waste Collections**

**Responsible authority:**

**London Borough of Barnet**

**Service Director:**

**Craig Miller**

Current level of service provided including aim of service, and frequency of service provision	<ul style="list-style-type: none"> <li>Commercial waste collections are not funded through business rates, and customers can select any licenced contractor to collect their waste</li> <li>Waste collection service operates up to 6 days a week.</li> <li>Collections of refuse and recycling offered, recycling service is offered at lower cost than for refuse to encourage recycling and reduce costs to businesses and the council.</li> </ul>
Specification	<ul style="list-style-type: none"> <li>Frequency of collection varies depending on the customers' needs, following a waste audit carried out by the commercial sales team.</li> <li>Bins should be collected from a location agreed with the customers, and not usually on the public highway.</li> </ul>
Future level of service provision	<ul style="list-style-type: none"> <li>No changes currently planned</li> </ul>
Performance measures	<ul style="list-style-type: none"> <li>Collections are monitored by supervisors, to address any issues</li> <li>Any missed collections are rectified where reported within 2 working days</li> </ul>

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Non compliance procedures	<ul style="list-style-type: none"> <li>Enforcement is carried out via the council's Community Safety Team</li> </ul>
Boundary area	<ul style="list-style-type: none"> <li>These services cover the whole of the London Borough of Barnet</li> </ul>
Other relevant information	<ul style="list-style-type: none"> <li>There is the potential for recycling collection arrangements to change, and for food waste collections to become mandatory under the forthcoming Environment Act regulations</li> </ul>

**Baseline activity:**

**Community Safety**

**Responsible authority:**

**Barnet Council**

**Service Director:**

**Clair Green**

Service provided, number of staff and equipment	The Community Safety team (CST) is currently made up of 1 HoS, 1 Operations Manager 1 CCTV manger, 3 ward based Team leaders and 18 Ward based officers. All officers wear highly visible uniform, stabvests and carry Body worn video
Specification	<p>The Council's Community Safety team is a uniformed highly visible unit responsible for the operational management of the community crime and environmental crime function.</p> <p>Aside from the strategic planning and coordination of services to tackle local crime and disorder, the Council also undertakes a range of duties in connection with antisocial behaviour. This includes, but is not limited to the following;</p> <ul style="list-style-type: none"> <li>Accumulation of waste</li> <li>Aggressive Begging</li> <li>Waste Duty of Care (domestic and commercial)</li> <li>Dog fouling</li> <li>Drug paraphernalia (e.g. discarded needles)</li> </ul>

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	<ul style="list-style-type: none"> <li>• Fly-tipping</li> <li>• Littering</li> <li>• Graffiti</li> <li>• High hedges</li> <li>• Misuse of street litter bin offences</li> <li>• Neighbour Disputes</li> <li>• Noise Nuisance</li> <li>• Nuisance Vehicles</li> <li>• Waste Carriers Licence</li> <li>• Unauthorised Encampments</li> <li>• Stray dogs</li> </ul> <p>These duties and responsibilities are dealt with by a number of different council departments including those listed above as well as other areas included within this Enforcement Policy (e.g. environmental health, licensing and planning services).</p> <p>In addition to the Council undertaking its statutory duties in this regard, the law provides for a wide range of powers that can be considered in relation to different types of anti-social behavior.</p> <p>The Council will also work with, and support, a wide range of organisations to deal with anti-social behavior including the police, fire service and housing providers.</p> <p>The Council's Community Safety team is responsible for the operational management of the community crime and environmental crime function. These terms are used to classify anti-social actions and behaviour that degrade local amenities and the environment and impact on the enjoyment and safety of the wider community.</p>
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Future level of service provision	It is envisaged that the number of ward based officers will increase to 24
Performance measures	<p>CST officers work on a shift rota covering 8am to 8 pm Monday to Friday and 10am - 4pm Weekends.</p> <p>CCTV is monitored on a 24/7 basis.</p> <p>The work of the community Safety team is reported on a quarterly basis at the Safer community Partnership Board and quarterly at the Communities Leadership and Libraries Committee</p>
Non compliance procedures	<p><b>The Legal Framework and Use of Enforcement Tools</b></p> <p>In considering community crime and environmental crime enforcement action the Council will take into account all legislation and statutory guidance including:-</p> <ul style="list-style-type: none"> <li>• Anti-social Behaviour Act, 2003</li> <li>• Anti-social Behaviour, Crime and Policing Act, 2014 Clean Neighbourhoods and Environment Act 2005</li> <li>• Control of Pollution (Amendment) Act 1989/Control of Waste (Dealing with Seized Property) (England and Wales) Regulations 2015 Counter Terrorism and Security Act 2015</li> <li>• Crime and Disorder Act 1998</li> <li>• Criminal Justice and Public Order Act 1994 Domestic Violence, Crime and Victim Act 2004 Drugs Act 2005</li> <li>• Environment Act, 1995 Environmental Protection Act 1990</li> <li>• Highway Act 1980 (subject to agreement with the Highways Authority) Modern Slavery Act 2015</li> </ul>

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	<ul style="list-style-type: none"> <li>• Police and Criminal Evidence Act 1984</li> <li>Police and Justice Act 2006</li> <li>• Police Reform Act 2002</li> <li>• Police Reform and Social Responsibility Act 2011</li> <li>Policing and Crime Act 2009</li> <li>• Refuse Disposal Act 1978</li> <li>• Scrap Metal Dealers Act 2013</li> </ul> <p>In relation to community and environmental crime the Council has a number of enforcement 'tools' and powers available, in addition to informal enforcement action (Phase 1), examples include:</p> <ul style="list-style-type: none"> <li>• Civil Injunction</li> <li>• Closure Order</li> <li>• Community Protection Notice</li> <li>• Criminal Behaviour Order</li> <li>• Fixed Penalty Notice</li> <li>• Notice to require the provision of information</li> <li>• Powers to take remedial action/works in default</li> <li>• Powers of forfeiture and seizure</li> <li>• Prosecution</li> <li>• Public Space Protection Order</li> <li>• Simple Caution</li> </ul> <p>The general principles relating to enforcement decision making are explained within the main body of the Councils overarching Enforcement and Prosecution Policy. However, it is important to note that whilst community and enviro-crime rarely constitutes a significant threat to public safety or health it can, nevertheless, cause a</p>
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	<p>significant blight to local communities and can lead to neighborhood decline. In recognition of the above, this Council takes these issues very seriously and will use its formal enforcement powers to deal with offenders. Certain community and enviro-crime offences, such as fly tipping, will be dealt with more rigorously as they are a) unlikely to be inadvertent breaches of the law, and b) are often associated with the pursuit of unfair competitive trading advantage by for example, the illegal and inappropriate disposal of waste.</p> <p>Where there is sufficient evidence, the Authority will commence proceedings at level 2 and 3 if the criteria for formal action (such as issuing of fixed penalty notices or a simple caution) or prosecution are met. For certain enviro-crime offences, e.g. dog fouling, depositing of litter and fly tipping offences, there is provision for fixed penalty notices to be issued. These notices can, in appropriate cases, provide a quick, visible and effective way of dealing with these types of environmental problems and offer a more cost-effective alternative to a prosecution. FPN's will generally be served for first time offenders of lower-level offences. For more serious offences and/or repeat offenders the Council will normally seek to prosecute. The Council, however, reserves the right to consider alternative enforcement mechanisms on a case-by-case basis.</p> <p>FPNs will only be issued when there is adequate evidence to support a prosecution. If the fine is not paid within the stated period, then the Council is likely to mount such a prosecution.</p> <p>The income to the Council arising from the payment of FPNs will be used to fund environmental related expenditure in accordance with the relevant provisions of the primary legislation and any relevant regulations.</p>
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	<p style="text-align: center;"><b>Level of Delegation</b></p> <p>All decisions relating to formal enforcement matters are delegated by the Council to the appropriate Executive Director, who sub-delegates as appropriate.</p> <p>Any decision to take formal enforcement action is taken by the following officers dependent on the level of enforcement to be used, in accordance with the Scheme of Delegation:</p> <p>Executive director of Assurance</p> <p>Assistant Director- Counter Fraud, Community Safety and Protection</p> <p>Head of Community Safety and CCTV</p> <p>Community safety Managers</p> <p>Investigation and Enforcement team leaders</p> <p>Investigation and Enforcement Officers.</p>
Boundary area	CST officers are responsible for associated activities across all wards withing the borough

**Baseline activity:**

**Regulatory Services**

**Responsible authority:**

**Barnet Council**

**Service Director:**

**Clair Green**

Service provided, number of staff and equipment	Trading Standards, Licensing and Environmental health services are returning to the council in April 2023
Specification	<p>Staff Numbers and operational specification are currently being reviewed.</p> <p>Current Specifications for areas of service linked to town centres are as follows:</p> <p><u>Enforcement Licensing</u> - Investigate complaints received about licensed premises and activities</p>

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	<p>Regular out of hours enforcement visits undertaken, at least every two months, and as required.</p> <p>Partnership meetings held every two weeks with the police.</p> <p>Respond to complaints made within 5 working days of receipt of complaint. For serious allegations where public safety is at significant risk the Service Provider shall respond within 1 working day</p> <p>Undertake a fortnightly case review on all open investigations.</p> <p><u>Street Trading Applications</u>  <u>Temporary, permanent and street markets</u>  All decisions to grant/refuse a license application to be made by the Authority within 10 days of application.</p> <p>Notification of decision and a copy of the license granted by the Authority to be given within 14 days of decision being made.</p> <p><u>Street Trading Enforcement</u></p> <p>Regular proactive enforcement visits undertaken at least 1 day a month and as required.</p> <p>Respond to complaints made within 5 days.</p> <p><u>Emergency Call out Service.</u></p> <p>Out of office hours service for emergency Environmental Health issues.</p> <p><u>Complex Statutory Nuisance, Pollution</u>  <u>Air Quality, Contaminated Land</u>  <u>and Electromagnetic Radiation</u>  provide services on a daily basis, 52 weeks per year.  The Service Provider shall be available to respond to on-going incidents</p>
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	<p>respond to 95% of on-going complaints of nuisance, noise, asbestos and dark smoke during agreed operating times within one hour.</p> <p><u>Provision of a Pest Treatment Service</u></p> <p>Carry out treatments within 3 working days during the months of October to April inclusive and not more than 5 working days during the months of May to September inclusive</p> <p><u>Public Health and Nuisance-</u> Inspect land for nuisances and public health hazards, and thoroughly investigate complaints and service requests about issues including, but not limited to:</p> <ul style="list-style-type: none"> <li>● Defective Drainage</li> <li>● All types of statutory nuisance including, but not limited to Smoke Nuisance, Odours, Dust, Light and other hazards prejudicial to health</li> <li>● Noise and vibration</li> <li>● Exposure to fumes, effluent and asbestos</li> <li>● Potentially hazardous private land or buildings</li> <li>● Pest infestations</li> <li>● Filthy and verminous premises and persons</li> <li>● Accumulations of Refuse</li> </ul> <p>Services provided to residents and businesses on a daily basis, 52 weeks per year.</p> <p>Response to 95% of on-going complaints of noise nuisance</p> <p><u>Food Safety and Standards</u></p> <p>Respond to consumer and trader requests for advice about food safety, food standards and food premises. Requests for advice to be responded to within 5 days.</p> <p><u>Health and Safety Advice Service</u></p>
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	<p>Respond to all requests for health and safety advice from consumers and traders. Requests for advice to be responded to within 5 days.</p> <p><u>Smoke Free Service</u></p> <p>Respond to all complaints and allegations about breaches of Smokefree Legislation. First response to the complainant to be within 5 days of receipt.</p>
Future level of service provision	Under review at this time
Performance measures	Activities of these areas will report to the relevant committee (being reviewed)
Non compliance procedures	All Regulatory services will adhere to the councils Enforcement and Prosecution Policy
Boundary area	Entire borough

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