



Dated 15<sup>th</sup> March 2019

## MEMORANDUM OF UNDERSTANDING

# Operating Agreement

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North Hertfordshire District Council  
(the "Council")

- and -

THE ROYSTON FIRST BID COMPANY LIMITED  
(the "BID Company")

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## Operating Agreement

This deed is made on the 15th day of March 2019

### Between:

(1) NORTH HERTFORDSHIRE DISTRICT COUNCIL, of The Council Offices, Gernon Road, Letchworth Garden City, Herts SG6 3JF

(the "Council"); and

(2) THE ROYSTON FIRST BID COMPANY LIMITED

(the "BID Company")

registered as a company limited by guarantee in England with number [7075136] whose registered office is at PO BOX 501 The Nexus Building, Broadway, Letchworth Garden City, Herts, SG6 9BL

### Rationale:

- A The Council is the appropriate billing authority for the purposes of the Local Government Act 2003 and will be responsible for collecting the BID levy and administering the BID revenue account which will be used to support the operation of a BID within the jurisdiction of the Council and the funding of the BID's activities
- B The BID Company is responsible for the operation of the BID and the use of the BID levy monies to undertake the BID's activities
- C Both parties wish to confirm the mechanism by which the BID Levy is to be collected together with the general arrangements for the establishment of a working relationship between the Council and the BID Company for the duration of the BID
- D The purpose of this agreement is to:
- establish the procedure for setting the BID levy
  - confirm the basis upon which the Council will be responsible for collecting the BID levy

- set out the enforcement mechanisms available for collection of the BID levy
- define the procedures for the accounting and transference of the BID levy monies

The headings appearing in this agreement are for ease of reference only and shall not affect the construction or interpretation of this agreement.

**The following has been agreed:**

## **1 Definitions**

<b>Phrase or expression</b>	<b>Interpretation</b>
<b>“Annual report”</b>	<ul style="list-style-type: none"> <li>- means a report prepared by the Council which details:               <ul style="list-style-type: none"> <li>(i) the amount of the BID Levy collected during the relevant financial year</li> <li>(ii) the success rate for the collection of the BID levy</li> <li>(iii) the Council's proposals (if any) to help improve its efficiency in the collection and enforcement of the BID levy</li> <li>(iv) those BID levy payers who have paid the BID levy and those who have not paid the BID levy</li> <li>(v) the Council's proposals for bad or doubtful debts</li> </ul> </li> </ul>
<b>“Appeal notice”</b>	<ul style="list-style-type: none"> <li>- means a notice served by the BID Company in accordance with Clause 8.4</li> </ul>
<b>“Bad or doubtful debts”</b>	<ul style="list-style-type: none"> <li>- has the meaning given in the regulations</li> </ul>
<b>“Ballot result”</b>	<ul style="list-style-type: none"> <li>- means the ballot result in favour of putting in place or renewing the BID arrangements</li> </ul>
<b>“BID”</b>	<ul style="list-style-type: none"> <li>- has the meaning given in the Regulations, that is the Business Improvement District that provides additional services to the levy payers operating on the streets of Royston defined in Schedule 1 of this document</li> </ul>

- “BID arrangements”** - has the meaning given by s41 of the Local Government Act 2003
- “BID Company report”** - means a report prepared by the BID Company for each financial year which details:
- (a) total income and expenditure arising from the BID levy
  - (b) other income and expenditure of the BID Company
  - (c) a statement of actual and pending deficits
  - (d) the various initiatives and schemes upon which the BID levy has been expended by the BID Company
- “BID levy”** - means the charge levied and collected within the BID pursuant to the regulations
- “BID levy payer(s)”** - means the non-domestic rate payers liable for paying the BID levy
- “BID levy rules”** - means the rules set out in Schedule 2
- “BID revenue account”** - means the account kept in accordance with regulation 14 of the regulations
- “BID term”** - means 1<sup>st</sup> April 2019 to 31<sup>st</sup> March 2024
- “Change in law”** means an amendment or re-enactment of any legislation or the coming into effect of any new legislation
- “Chargeable Period(s)”** - means any one of the following periods:
- 1.4.2019 – 31.3.2020
  - 1.4.2020 – 31.3.2021
  - 1.4.2021 – 31.3.2022
  - 1.4.2022 – 31.3.2023
  - 1.4.2023 - 31.03.2024
- “Committal”** - means an order made by a Magistrates’ Court for a BID levy payer to be committed to prison for failure to pay the BID levy
- “Contributors”** - means the BID levy payers and payers of a contribution or funds paid or made available to the BID Company which do not form part of the BID levy

<b>“Demand notice”</b>	- has the meaning given in the regulations
<b>“Effective date”</b>	- has the meaning given to that expression in regulation 17 of the Non-Domestic Rating (Alteration of Lists and Appeals) regulations 1993
<b>“Enforcement Agent”</b>	means an Enforcement Agent employed by the Council or on behalf of the Council via a contractor
<b>“Enforcement notice”</b>	- means a notice served on the Council in accordance with clause 9.1
<b>“Fiscal statement”</b>	- Means a document that details the total movement of monies from Royston BID levy payers to the BID Company via the services and functions of the Council’s finance department during any Chargeable Period
<b>“Financial year”</b>	- means the financial year for the BID Company which runs from 1 <sup>st</sup> April to 31 <sup>st</sup> March each year
<b>“Hereditament”</b>	- has the meaning given in the regulations
<b>“Index increase”</b>	- means the figure shown in the data derived from the Office for National Statistics website: <a href="http://www.ons.gov.uk/ons/rel/cpi/consumer-price-indices/index.html">www.ons.gov.uk/ons/rel/cpi/consumer-price-indices/index.html</a> for the preceding twelve months, as estimated one calendar month before the date on which the BID levy invoices are generated. The percentage created will be “rounded” to the nearest, applicable decimal point by the Northgate software utilised by the Council for billing and levying purposes
<b>“Legislation”</b>	means all relevant Acts of Parliament and statutory regulations, instruments and/or orders, guidance, codes of practice, byelaws, directives and all applicable European Union legislation
<b>“Liability order”</b>	- has the meaning given in the regulations

<b>“Monitoring group”</b>	- means the group whose members consist of representatives from the Council and the BID Company
<b>“NNDR”</b>	- means the National Non-Domestic Rates under the Local Government Finance Act 1988
<b>“NNDR discretionary relief”</b>	- means relief which a local authority has discretion to grant under s47 of the Local Government Finance Act 1988
<b>“NNDR hardship relief”</b>	- means relief which a local authority has a discretion to grant under s49 of the Local Government Finance Act 1988
<b>“NNDR mandatory relief”</b>	- means relief which a local authority must grant under s43 of the Local Government Finance Act 1988
<b>“NNDR regulations”</b>	means regulations made pursuant to Part III of the Local Government Finance Act 1988
<b>“NNDR (Section 44A) (partly occupied) relief”</b>	- means a NNDR allowance under s44A of the Local Government Finance Act 1988
<b>“NNDR small business rate relief”</b>	- means a NNDR allowance under S61 of the Local Government Act 2003 and the Non-Domestic Rating (Small Business Rate Relief) (England) Order 2004
<b>“NNDR transitional phasing”</b>	- means the transitional arrangements under s57 of the Local Government Finance Act 1988 and the Local Government Act 2003
<b>“Rating list”</b>	- means the list maintained under Section 41 of the Local Government Finance Act 1988
<b>“Regulations”</b>	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)



- “Reminder notice”** - means the notice served pursuant to Clause 9.1.1 and paragraph 6.2 of the BID levy rules
- “Single instalment due date”** - means the date by which the BID levy as set out in the demand notice must be paid
- “Sum unpaid”** - means the amount of the BID levy which is unpaid after the single instalment due date
- “Valuation office analysis code”** - means the code used by the Valuation Officer in order to distinguish between hereditament types on the rating list
- “Valuation Officer”** - means the person appointed by the Commissioners of HM Revenue and Customs pursuant to s61 of the Local Government Finance Act 1988 to compile and maintain the rating list pursuant to s41 of that act
- “Voluntary contributions”** - means any contributions or funds paid or made available to the BID Company which do not form part of the BID levy
- “Winding-up”** - means an order pursuant to s125 of the Insolvency Act 1986
- “Write off”** - means a decision by the BID Company that an unpaid BID levy will not be recovered

## **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 This Agreement shall not take effect unless and until the date on which the Secretary of State confirms the ballot result and shall continue in force and effect until the earlier of the expiry of the BID term or the termination of the BID arrangements under the regulations for

whatever reason

#### **4 Setting the BID levy**

4.1 As soon as possible following the ballot result confirmation, the Council shall:

4.1.1 calculate the BID levy for each BID levy payer in accordance with the BID levy rules;  
and

4.1.2 confirm in writing to the BID Company the BID levy payable by each BID levy payer

#### **5 The BID revenue account**

5.1 As soon as is reasonably practicable following the Ballot result confirmation the Council shall set up and keep a BID revenue account within the Council's general fund and provide written confirmation to the BID Company of this

5.2 As soon as reasonably practicable following the ballot result confirmation, the BID Company shall provide the Council with details of its bank account into which the BID levy can be transferred from the BID revenue account and any other details which the Council may reasonably require

5.3 The Council shall pay to the BID Company:

(b) On 1<sup>st</sup> May 80% of the net levy amount due to be collected

(c) On 1<sup>st</sup> October the sum collected between 80% and net amount collected

(d) On 1<sup>st</sup> April of the following year pay any residual amount due

5.4 If a successful renewal ballot follows, the Council shall pay to the BID Company any BID funds it has retained as at 31<sup>st</sup> March 2019 on the 30<sup>th</sup> September 2019

5.5 If no further successful renewal ballot has taken place, BID levy income collected after the date of the declaration of the result of the renewal ballot along with any residual sum then or later in the possession or control of the Council will be retained by the Council to cover repayments of BID levy pursuant to paragraph 8(4) of Schedule 4 of the Regulations; to cover

costs incurred by way of administrative charges, software or licence costs, with the balance, if any, refunded to the BID levy payers under Regulation 14 of the Regulations. If that balance exceeds the amount specified in paragraph 3 of Regulation 14 of the Regulations, or if that balance does not exceed the amount specified in paragraph 5 of the Regulation 14 of the Regulations, it shall be carried to the credit of the Council's general fund under paragraph 5 of Regulation 14 of the Regulations

- 5.7 In the event that a BID levy payer is entitled to a repayment of a BID levy pursuant to paragraph 8(4) of Schedule 4 of the Regulations and in the event that the Council has paid such BID levy to the BID Company including all of the contingency relating to that BID levy, the Council shall request such repayment from the BID Company and the BID Company shall make the repayment to the Council forthwith for onward transmission to the BID levy payer
- 5.8 The BID Company shall issue to the Council a VAT invoice for the payment of the BID levy income upon advice from the Council on the amount due
- 5.9 The BID Company will make a proportioned contribution to the ongoing IT software costs based on the amount of hereditaments in the BID Area. The software synchronisation cost will be a one-off cost in Year 1 only. The support and maintenance cost will be charged for each of the 5 years of the term and will be subject to RPI in years 2 to 5.

Costs Schedule:

Software payable in April 2019	£1,825.99
Support & Maintenance April 2019	£115.10

## **6 Collecting the BID levy**

- 6.1 As soon as reasonably practicable following the ballot result confirmation date, the Council shall confirm in writing to the BID Company the anticipated date of the despatch of demand notices for the initial chargeable period and the anticipated single instalment due date
- 6.2 Pursuant to clause 7.1 the Council shall serve a demand notice on each BID levy payer and thereafter shall continue to calculate the BID levy and serve demand notices throughout the full BID term

6.3 The Council shall serve a demand notice or amended demand notices on a BID levy payer as soon as reasonably practicable after the Council receives notice of any change that affects liability for the BID levy

6.4 The Council shall use all reasonable endeavours to collect the BID levy throughout the full period of the BID term

## **7 Procedures available to the Council for enforcing payment of the BID levy**

7.1 Procedures for the enforcement and recovery of the BID levy are set out in the Section F of Schedule 2 and the Council shall comply with these enforcement and recovery procedures (where appropriate) in enforcing payment of the BID levy against the demands issued

## **8 Non-enforcement of the collection of the BID levy**

8.1 In the event that the Council fails to enforce payment of the BID levy pursuant to Clause 8 the BID Company shall be entitled to serve an enforcement notice on the Council requesting that:

8.2 the Council serve a reminder notice or:

8.3 in the event that the Council has already served a Reminder Notice that the Council applies for a liability order and the Council shall thereafter provide written confirmation of the action it intends take to comply with the enforcement notice.

8.4 If the Council fails to provide written confirmation of the action it is taking in relation to the enforcement notice within 21 days of its issue, the BID Company shall be entitled to serve an appeal notice on the Service Director – Customers for the Council and such notice shall:

8.4.1 detail the sum unpaid;

8.4.2 confirm that the Council has failed to use the enforcement mechanisms available to it under this agreement to recover the sum unpaid; and

8.4.3 include written notice requesting that a meeting of the Monitoring Group take place in order to achieve a solution and/or agree a strategy to recover the sum unpaid, such meeting to take place no later than 28 (twenty-eight) days from the date of the Appeal Notice

8.5 Should a meeting of the Monitoring Group not take place or a strategy be devised to recover any such sum outstanding, the BID Company can opt to report the matter to the Secretary of State to seek his or her direct intervention in the matter

## **9 Accounting procedures and monitoring**

9.1 Within 1 (one) month from the commencement of the BID term the parties shall set up the Monitoring Group

9.2 Before the end of the end month of the commencement of the BID term and every six months thereafter (for the duration of BID term) the Council shall provide the BID Company with:

- (i) the amount of the BID levy for each BID levy payer
- (ii) the amount of the BID levy collected for each BID levy payer
- (iii) details of BID levy payers who have not paid the BID Levy
- (iv) details of reminder notices issued
- (v) details of liability orders made or applied for
- (vi) details of agreements made, if any, between the Council and BID levy payers where it has been agreed that payment of a demand notice can be made over a period of 3 (three) months or more from the date of such demand notice. The BID Company will be advised of all such arrangements

9.3 Upon the expiry of the sixth month of the BID term and every 6 (six) months thereafter (for the duration of the BID term) the BID Company shall provide the Council in respect of those 6 (six) month periods with:

9.3.1 the amount of BID levy received from the Council by the BID Company

9.3.2 the amount received by the BID Company from contributors excluding BID levy payers

9.3.3 the total expenditure of the BID Company to date

9.4 Within one month from the commencement of the BID term, the parties shall agree the dates

when there will be meetings of the monitoring group and there will be at least two such meetings in each financial year (throughout the duration of the BID term) and on all other occasions further meetings of the monitoring group shall be arranged by the service of written notice by either party on the other such notice to be provided no less than 28 (twenty-eight) days prior to the date of the proposed meeting (or less if otherwise agreed or in cases of emergency) and provided further that such meetings can be dispensed with altogether upon the written agreement of both the Council and the BID Company.

9.5 At each meeting the monitoring group shall:

9.5.1 review the effectiveness of the collection and enforcement of the BID levy; and

9.5.2 if required by either party review and assess information provided by the parties pursuant to Clauses 9.2 and 9.3 above and make recommendations provided they are permitted by the regulations and the terms of this agreement

9.6 Within 2 (two) months after the end of each financial year (for the duration of the BID term) the Council shall provide an annual fiscal statement to the BID Company

9.7 Within 1 (one) month from the date of receipt of the annual report in each financial year (for the duration of the BID term) the BID Company shall provide a BID company report to the Council

## **10 Confidentiality**

10.1 Both the Council and the BID Company shall keep confidential and not 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 contributors or about other third parties which it shall have obtained or received as a result of operating the BID and this obligation shall survive the termination or lapse of the BID arrangements

## **11 Notices**

11.1 Any notice or other written communication to be served or given to or upon any party to this agreement 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 upon 7 days' written notice.

11.2 A notice may be served by:

11.2.1 delivery to the Council's Service Director – Customers at the address of the Council specified above

11.2.2 delivery to the Company Secretary at the address of the BID Company specified above;

11.2.3 registered or recorded delivery post to such addresses

11.2.4 electronic communication (provided that it is in legible form and is capable of being used for subsequent reference) to such addresses

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 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 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 signed and dated

12.3 Where reference is made to a clause, part, plan or recital such reference (unless the context requires otherwise) is a reference to a clause, part, plan, or recital in or attached to this agreement

12.4 References to the Council include any successors to its functions as local authority

12.5 References to statutes, bye laws, regulations, orders or delegated legislation shall include any such instrument re-enacting or made pursuant to the same power

### **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 statutes, bye-laws, statutory instruments, orders and regulations in the exercise of its functions as a local authority

### **14 Freedom of Information**

- 14.1 The Council is subject to the FOIA and the EIR ("the Acts"). As part of the Council's duties under these Acts, it may be required to disclose information forming part of the agreement to anyone who makes a reasonable request. The Council has absolute discretion to apply or not to apply any exemptions under the Acts.
- 14.2 The BID Company shall assist and cooperate with the Council (at the BID Company's expense) to enable the Council to comply with the information disclosure requirements under the Acts and in so doing will comply with any timescale notified to it by the Council.
- 14.3 It should be noted however, that the BID Company, as a commercially focused, not for profit organisation, is not subject itself to the same legislation

### **15 Local Government Ombudsman**

- 15.1 The Council has a duty to respond to any requests for information from the Local Government Ombudsman in respect of any complaints the Ombudsman may be investigating. The BID Company shall assist and cooperate with the Council (at the BID Company's expense) to enable the Council to comply with any relevant requests for information from the Ombudsman and in so doing will comply with any timescale notified to it by the Council

### **16 Contracts (rights of third parties)**

- 16.1 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement

### **17 Arbitration**

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

17.1.1 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

17.1.2 The parties shall jointly appoint the arbitrator not later than 28 (twenty eight) days after service of a request in writing by either party to do so or each party shall bear its own costs

17.1.3 If the parties are unable to agree within 28 (twenty eight) days 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

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

17.2.1 To prosecute any such reference expeditiously; and

17.2.2 To 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;

17.2.3 That 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

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

## **18. Contract variation**

18.1 A variation or modification to the agreement is valid only if it is in writing and signed and dated by both the Council and the BID Company

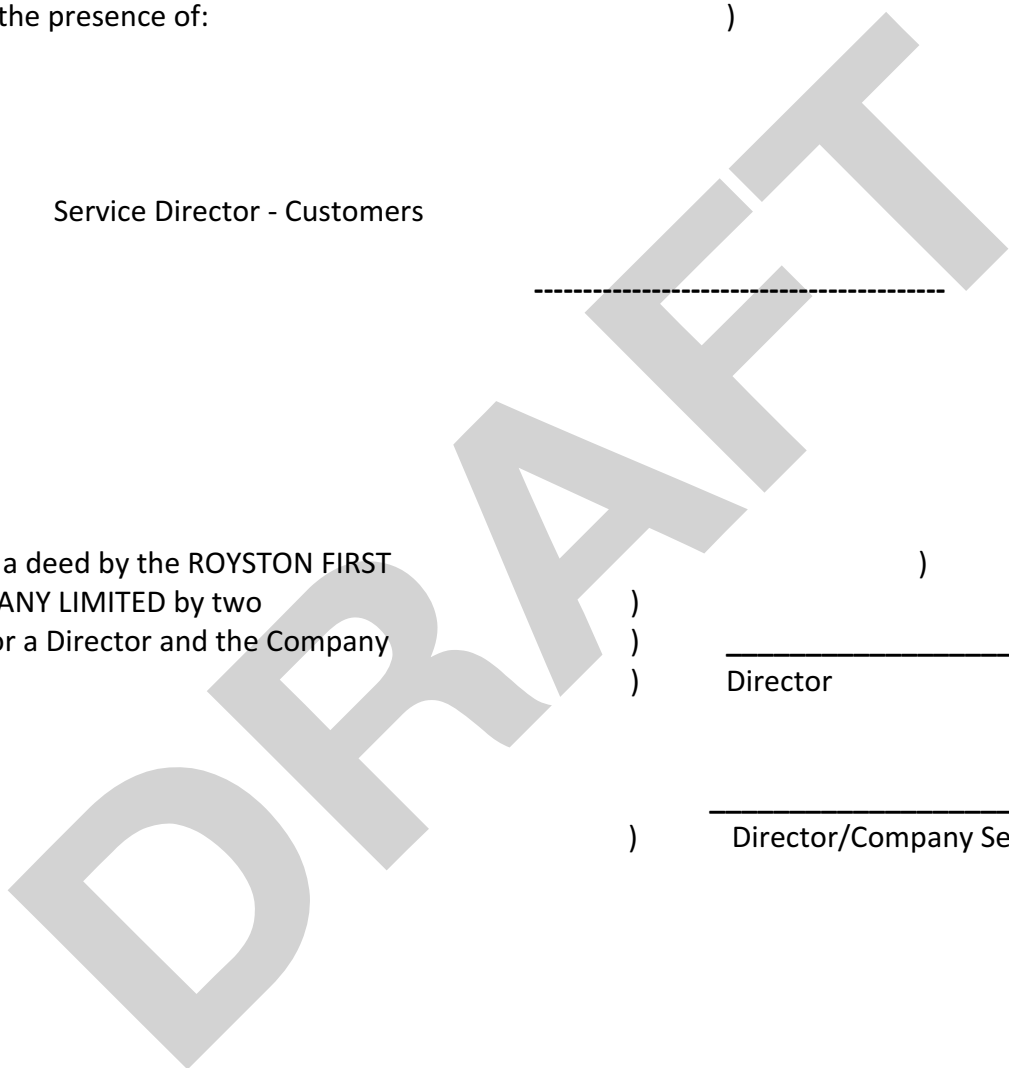
**IN WITNESS:** Whereof the parties have executed and delivered this agreement as a deed the day and year first before written

THE COMMON SEAL of )  
NORTH HERTFORDSHIRE DISTRICT COUNCIL was hereunto )  
affixed, in the presence of: )

Service Director - Customers

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SIGNED as a deed by the ROYSTON FIRST )  
BID COMPANY LIMITED by two )  
Directors or a Director and the Company )  
Secretary ) \_\_\_\_\_  
 ) Director  
 ) \_\_\_\_\_  
 ) Director/Company Secretary



## SCHEDULE 1

**List of streets within the revised BID area:**

Angel Pavement	Gage Close	Lumen Road	Queens Road
Baldock Road (North side)	George Lane	Mackerel Hall	Rock Road
Baldock Street	Gower Road	Mallard Road	Serby Avenue
Barnack Grove	Grantham Close	Market Hill	South Close
Green Drift	Melbourn Road	St Mary's Park	Beverley Close
Greenfield	Melbourn Street	Stamford Avenue	Braeburn Walk
Green Street	Middle Drift	Stamford Court	Briary Lane
Heath Avenue	Mill Road	Cedar Crescent	Heathfield
Minster Road	Stuart Drive	Chilcourt	High Street
Morton Street	Sun Hill	Church Lane	Jarman Way
Newark Close	Tannery Close	Tannery Drift	Clark Road
Jepps Lane	North Close	The Green	Copperfields
John Street	Old North Road	Coronation Avenue	Kiln House Yard
Orchard Road	Upper King Street	King James Way	Ostler Court
Victoria Crescent	Days Close	Kings Walk	Palace Gardens
Weston Avenue	Dog Kennel Lane	Kneesworth Street	Phillips Avenue
Willowside Way	Downlands	Leete Place	Pightle Close
Evans Close	London Road (part)	Pippin Grove	York Way
Farrier Court	Lower Gower Road	Princes Mews	Fish Hill
Lower King Street	Priory Lane	All roads associated with the Royston Gateway	

**SCHEDULE 2**  
**ROYSTON FIRST BID - BID LEVY RULES**

**INTRODUCTION**

The following rules must be read in conjunction with the regulations. Where these rules conflict with the regulations, the regulations prevail

**Section A**

Hereditaments subject to the BID levy:

- 1 A BID levy payer will be subject to the BID levy in respect of his or her hereditament if on a particular day in a chargeable period the hereditament is in the BID area and on the current NHDC ratings list

**Section B**

The BID levy:

- 1.0 The BID levy applies to all hereditaments and will be calculated for a chargeable period as follows:-

The levy to be paid is calculated by using the formula:

$$\text{BID RV} \times \text{BID multiplier}$$

BID RV is the rateable value of the hereditament in the 2017 rating list as on 1<sup>st</sup> January 2019; and the BID multiplier is 1.50% for the full term of the BID

- 2.0 The BID multiplier may increase by inflation each year of the BID term at the discretion of the BID Company's directors, on 1<sup>st</sup> April in each year, the precise number being determined by the underlying level stated the Office of National Statistics based on CPI and the inflationary factor will be compounded.
- 3.0 The BID levy will be rounded to the nearest two decimal places
- 4.0 How the amount of the BID levy is to be calculated cannot be altered during the BID term without an alteration ballot, unless it is to reduce the fiscal burden on the levy payers

## **Section C**

### **Persons / organisations Liable for the BID Levy**

- 3.1 The BID Levy will be a daily charge but levied as a single, annual payment
- 3.2 Liability for the daily BID levy will fall on the Occupier of the hereditament on the relevant day. For this purpose 'Occupier' shall have the same meaning as under s65(2) of the Local Government Finance Act 1988 ('the 1988 Act')
- 3.3 If a hereditament is unoccupied, the liability for the daily BID levy will fall on the organisation /person entitled to possession on the relevant day. For this purpose 'unoccupied' and 'entitled to possession' shall have the same meanings as in Part III of the 1988 Act
- 3.4 A BID levy for a chargeable period will be payable annually in advance, upon the service of a demand notice

## **Section D**

### **BID Levy Allowances:**

- 4.1 BID levy payers will not receive an allowance towards their daily BID levy in relation to any unoccupied hereditament
- 4.2 BID levy payers will not receive a three month void exemption or any other unoccupied rate exemption in relation to unoccupied hereditaments or hereditaments that become unoccupied during the BID term
- 4.3 If there is no NNDR Payer in existence on a particular day, no BID levy is payable
- 4.4 There will be no allowances applicable to the BID levy corresponding to NNDR hardship relief, NNDR (Section 44A) (partly occupied) relief, NNDR small business rate relief or NNDR transitional phasing **OTHER THAN THE LEVY WILL NOT BE COLLECTED ON HEREDITAMENTS WITH A RATEABLE VALUE OF UNDER £15,000 ON THE DATE EACH CALENDAR YEAR THAT THE RV DETERMINANT IS SET IN THE RATINGS LIST (USUALLY THE 1<sup>ST</sup> JANUARY).**
- 4.5 There will be allowance for amendments to rateable values to take place throughout the term. This will ensure that the BID Levy rateable value is consistent with the rateable value for same premises in the National Non Domestic Rates Rating List.

## **Section E**

### **Collection of the BID levy**

- 5.1 The BID levy for a chargeable period must be paid by the single instalment due date. The demand notice will be served as soon as practicable after the Council becomes aware of a BID levy liability. The Council may serve a demand notice before the beginning of a chargeable period in accordance with Schedule 4, paragraph 5(2) of the regulations
- 5.2 At the request of the BID levy payer, alternative mechanisms and methods of payment may be accepted if genuine hardship is proved by the levy payer

5.3 The BID Company may authorise write-offs, as appropriate, from time to time

## **Section F**

### **Enforcement and recovery of the BID levy:**

#### **Stage 1**

6.1 The Council will serve a demand notice at least 14 days before the single instalment due date

#### **Stage 2**

6.2 In the event that a BID levy payer does not pay the BID levy by the single instalment due date in full (or entered into an arrangement to settle the debt by an alternative, agree mechanism) the Council will serve a reminder notice on the BID levy payer for an amount equal to the sum unpaid, which may also include any instalment that may fall due within a further 7 days. Such reminder notice must be in terms demanding payment of the sum unpaid within 14 days

#### **Stage 3**

6.3 In the event that a BID levy payer does not pay the sum unpaid in full within 14 days from the date of the reminder notice, the Council may apply to a Magistrates' Court for a Liability Order

6.4 Prior to the issue of a Court Summons, the Council will issue the BID Manager a list of accounts due to receive this notice for further advice

#### **Stage 4**

6.5 In the event that a Magistrates' Court grants a Liability Order, the Council will instruct an Enforcement Agent within a reasonable period thereafter to execute the Liability Order subject to BID agreement

6.6 The additional costs incurred in making application for a Court order and the servicing of that order through the use of an Enforcement Agent will be recovered from the BID levy payer subject to the Liability Order

6.7 In addition to a Liability Order, the BID Company may request the Council to apply for a different order and such order may include an order for committal and an order winding up a company. Where such a request includes a request for such different order, the Council shall not be required to take the action requested unless the BID Company first agrees to pay all or part of the Council's costs in taking such action. The Council may further require the BID Company to pay such costs before the action is taken

### **General enforcement and recovery provisions**

6.8 The Council may enter into an agreement with a BID levy payer for payment of a sum unpaid at any time after service of a demand notice and such agreements do not require consent of the BID Company although it will be informed of such decisions

- 6.9 Costs recovered by the Council from a BID levy payer as a consequence of applying for and / or obtaining orders from a Magistrates' Court will be retained by the Council to meet the costs of applying for and/or obtaining such orders
- 6.10 The Council will not charge the BID Company for work carried out by the Enforcement Agent pursuant to this agreement. The Enforcement Agent will retain statutory levy fees and charges within the meaning of The Taking Control of Goods Regulations 2013 and The Taking Control of Goods (Fees) Regulations 2014

## **Section G**

### **Billing/recovery documents**

- 7.1 The Council will issue the Demand Notice in accordance with the current Demand Notice Regulations
- 7.2 The BID Company will produce the information required by paragraph 3(2) of Schedule 4 to the Regulations in respect of each BID levy payer in the form of an information leaflet which explains the BID levy and such information leaflet will be served on the BID levy payer at the same time as the demand notice. The Council will advise the BID Company of the date by which such information leaflets must be delivered to the Council, the required volume and any specific delivery instructions and the BID Company will comply with such requirements, at its expense

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