

DATED 30th April

2013

THE LONDON BOROUGH OF BROMLEY

AND

ORPINGTON FIRST LIMITED

**OPERATING AGREEMENT FOR A BUSINESS IMPROVEMENT DISTRICT IN
ORPINGTON**

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SCHEDULE 1: BID Area Map

OPERATING AGREEMENT FOR A BUSINESS IMPROVEMENT DISTRICT IN ORPINGTON

THIS AGREEMENT is made the 1 day of April 2013

BETWEEN

(1) THE MAYOR AND BURGESS OF THE LONDON BOROUGH OF BROMLEY ("the Council) of Civic Centre, Stockwell Close, Bromley, Kent, BR1 3UH;

AND

(2) ORPINGTON FIRST LIMITED ("the BID Company") registered as a company limited by guarantee having no share capital in England and Company Registration Number 8139594 whose registered office is at The Management Suite, The Walnuts, Orpington, Kent, BR6 0TW.

RECITALS

- A. The Council is the billing authority for the purposes of the Local Government Act 2003 and is responsible for the imposition, collection, recovery and application of the BID Levy and administering the BID Revenue Account which shall be used towards the operation of the BID within the area in the local authority and the funding of the BID Arrangements
- B. The BID Company is responsible for the operation of the BID and for using the BID Levy for the purposes of achieving the objectives and aspirations set out in the BID Arrangements
- C. Both parties wish to confirm the arrangements by which the BID Levy shall be collected, together with general arrangements as to the relationship to be established between the Council and the BID Company for the duration of the BID.
- D. The purpose of this agreement is to:
 - Establish the procedure for setting the BID Levy
 - Confirm the basis upon which the Council or its agents will be responsible for collecting the BID Levy
 - Set out the enforcement mechanisms available for collection of the BID Levy
 - Set out the procedures for accounting the transference of the BID Levy
 - Provide for the monitoring and review of the collection of the BID Levy
 - Confirm the manner in which the Council's expenses incurred in collecting the BID Levy shall be paid.

IT IS HEREBY AGREED:

1. Definitions

the Administrative Expenses means costs incurred by the Council and/or its agents in the imposition, administration, collection and recovery of the BID Levy and all reasonable costs incurred by the Council arising out of compliance with its obligations under this agreement and the Regulations during each year of the duration of this agreement.

the Annual Report means a report to be prepared by the Council or its agent which details the following:

- (i) the total amount of the BID Levy collected during the relevant Financial Year;
- (ii) details of the success rates for the collection of the BID Levy;
- (iii) the Council's proposals (if any) to help improve its efficiency in the collection and enforcement of the BID Levy;
- (iv) details of those BID Levy Payers who have paid the BID Levy and those who have not paid the BID Levy; and
- (v) the Council's proposals for bad or doubtful debts

the Appeal Notice means a notice to be served by the BID Company in accordance with clause 9.2

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

~~the Baseline Agreement means the draft Agreement annexed at Schedule 2, the final version of which is to be agreed by the parties~~ nl

the BID means the Business Improvement District which is managed and operated by the BID Company and which operates within the area identified in the Map at Schedule 1.

The following streets and those shown in the area outlined on the Map are included in the BID area in whole or in part:

- Augustus Lane (all)
- Aynscombe Angle (odds up to 21 and evens up to 30)
- Berwick Way (all)
- Broomhill Road (odds 1 only and evens up to 6)
- Bruce Grove (no odds, evens 2 - 4)
- Chislehurst Road (odds 1- 39 and evens 2 - 36)
- Church Hill (up to Bromley Museum at the Priory and the old Library building, not including odds)
- Dryden Way (all)
- Elmcroft Road (odds 53 -55 and evens 34 only)
- Gravel Pit Way (evens only)
- High Street (odds 73 – 311 and evens 86 – 352)
- Homefield Rise (5 and 7 only)
- Inspirations Way (all)

- Juglans Road (all)
- Knoll Rise (odd no 1 only and even 2 – 12)
- Lychgate Road (no odds, all even nos)
- Maltby Close (all)
- Moorfield Road (no odds, evens 2- 34)
- Spur Road (no 1 only)
- Vinson Close (No odds, evens 2 – 36)
- White Hart Road (2a and Hart House)

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

the BID Company's Report means a report for each Financial Year to be prepared by the BID Company which detail the following:

- (i) The total income and expenditure of the BID Levy;
- (ii) Other income and expenditure of the BID Company not being the BID Levy;
- (iii) A statement of actual and pending deficits; and
- (iv) The various initiatives and scheme upon which the BID Levy has been expended by the BID Company

the BID Levy means the charge to be levied and collected within the BID area pursuant to the Regulations

the BID Company's Termination Notice means a notice to be served by the BID Company on the Council pursuant to clause 12.7

the BID Levy Payer(s) means the non-domestic rate payers who are liable for paying the BID Levy

the BID Levy Rules means the rules set out in the BID Arrangements which sets out how the BID Levy will be calculated, details of Exempt of Discounted Properties and other requirements related to the BID Levy) as may be amended by a successful alteration ballot)

the BID Revenue Account means the account to be set up in accordance with Regulation 14 and operated in accordance with Schedule 3 of the Regulations

the BID Term means the period of 5 years from 1st April 2013 to 31st March 2018

the Council's Termination Notice means the notice to be served by the Council on the BID Company pursuant to Clause 12.1

the Contributors means the BID Levy Payers or other Contributors making voluntary contributions to the BID Company.

Demand Notice shall have the same meaning ascribed to it as further sets out in paragraph 3 of Schedule 4 of the Regulations

