

Appendix 13: Baseline Agreement

DATED

**BASELINE AGREEMENT FOR THE
PROVISION OF CLEANSING, HIGHWAYS, AND ENFORCEMENT SERVICES**

**The London Borough of Camden
(the "Council")**

- and -

**The Fitzrovia Partnership Limited
(the "BID Company")**

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Baseline Agreement for Provision of Standard Services

THIS DEED is made the day of

BETWEEN

- (1) (the Council); and
- (2) ("the BID Company)

Recitals

1. The Council is the local authority for the purposes of the Local Government Act 2003 and is providing the Standard Services within the BID Area.
2. The BID Company is responsible for the management and operation of the BID and for achieving the objectives and aspirations set out in the BID Proposals.
3. The purpose of this Agreement is to set out for the avoidance of doubt the Standard Services provided by the Council within the BID Area.

(a) It is agreed as follows:

1. **Definitions**

"Ballot Result Date"	means the date upon which a successful ballot result has been declared in favour of putting in place the BID Arrangements.
"BID"	has the meaning given in the Regulations.
"BID Area"	means that area within which the BID operates as edged red on the plan attached to this Agreement in Schedule 1.
"BID Arrangements"	has the meaning given by section 41 of the Local Government Act 2003.
"BID Levy"	means the charge levied and collected within the BID pursuant to the Regulations.
"BID Levy Payers"	means the non-domestic rate payers liable for paying the BID Levy.
"BID Term"	means 1 th April 2012 to 31 st March 2017.
"Complementary Services"	means those services secured or procured by the BID Company from the Council or other third party provider in addition to the Standard Services.
"Complementary Service Provider"	means the provider of the Complementary Services.
"Performance Notice"	means a notice served by the BID Company which: <i>(i) identifies the Standard Service to which the notice relates;</i> <i>(ii) states how the Standard Service is not being provided in accordance with this Agreement; and</i> <i>(iii) requests that the Council liaise directly with the provider or contractor responsible for carrying out the Standard Service for the purposes of securing compliance with this Agreement.</i>
"Financial Year"	means the financial year for the BID Company which runs from 1 st April to 31 st March.
"Operating Agreement"	means the agreement entered into between the Council and the BID Company which sets out various procedures for the collection, monitoring and enforcement of the BID Levy.
"Proposals"	means the plan voted for by the BID Levy Payers in a ballot which sets out the objectives of the BID and identifies the various projects which will be undertaken using funds raised by the BID Levy and/or Voluntary Contributions to achieve those objectives and 'Renewal Proposals' has the same meaning save that 'ballot' shall be replaced with 'renewal ballot' and 'Alteration Proposals' has the same meaning save that 'ballot' shall be replaced with 'alteration ballot'.
"Protocols"	means the informal procedures to be agreed by the Council and the BID Company the purpose of which is to assist in the provision of the Standard

“Regulations”	<p>Services.</p> <p>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).</p>
“Services Review Panel”	<p>means the panel whose members consist of representatives from the BID Company and the Council.</p>
"Standard Services"	<p>means the services provided by the Council within the BID Area as set out in Schedule 2.</p>
"Voluntary Contribution(s)"	<p>means any contributions or funds paid or made available to the BID Company which do not form part of the BID Levy.</p>

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 until the Ballot Result Date and in any event shall determine and cease to be of any further effect in the event that:-

3.1.1 the BID Company fails to secure approval of the Proposals, Renewal Proposals or Alteration Proposals in a ballot, renewal ballot, alteration ballot or rebalot;

3.1.2 the Secretary of State declares void a BID ballot, renewal ballot, alteration ballot or rebalot;

3.1.3 the Council exercises its veto and there is no successful appeal against the veto;

3.1.4 the BID Term expires save where the BID Company secures approval of Renewal Proposals in a renewal ballot or Alteration Proposals in an alteration ballot or Proposals in a rebalot in which event this Agreement shall continue until the expiry of the BID Term set out in the Renewal Proposals, Alteration Proposals or the Proposals set out in the rebalot provided, in relation to Renewal Proposals and Alteration Proposals, the Council and the BID Company both consent to such continuation;

3.1.5 the Council exercises its discretion to terminate the BID Arrangements in exercise of its powers under Regulation 18 of the Regulations;

3.1.6 the Council terminates this Agreement pursuant to paragraph 8 of this Agreement.

4. The BID Company's Obligations

4.1 The BID Company agrees that it will provide the Council with any information the Council may reasonably require in relation to the carrying out of the Complementary Services.

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

5. The Council's Obligations

5.1 The Council:

5.1.1 will provide the Standard Services within the BID Area at its own cost for the duration of the BID Term,

5.1.2 will not use the BID Levy at any time to either fund or procure the Standard Services;

5.1.3 may provide different Standard Services, delayed Standard Services or no Standard Services in the event that it is not reasonably practicable to provide the Standard Services by reason of the following:

(I) adverse weather conditions in the BID Area;

- (II) an excessive number of pedestrians in the BID Area which would impede or inhibit the carrying out of the Standard Services;
 - (III) restrictions by the Police as to the persons and/or number of persons permitted access in the BID Area;
 - (IV) a traffic accident or major spillage in the BID Area;
 - (V) marches, parades, film and theatre premieres, festivals and visits by VIPs in or affecting the BID Area where such activities directly impede or inhibit the Standard Services from being provided;
 - (VI) any other reason in the BID Area or affecting the BID Area beyond the control of the Council
- provided always that the Council shall first and, if possible, provide the BID Company with reasonable notice in the event that the Council intends to provide different Standard Services, delayed Standard Services or no Standard Services as a result of any of the reasons mentioned in this clause and the Council shall, if possible, endeavour to recommence the Standard Service as soon as reasonably practicable to the same standard as it was immediately before the change.

5.2 In the event that the Council intends to change the Standard Services significantly and permanently the Council shall consult with the BID Company no less than 6 weeks prior to that change, if possible, and such notice shall include:

5.2.1 a description of the part or parts of the Standard Services the Council intends to change;

5.2.2 a detailed explanation of why the Council intends to change such Standard Services;

5.2.3 the date on which the Council intends to change the Standard Services.

5.3 Upon receipt of a Performance Notice from the BID Company, to carry out a review of the performance and the carrying out of the Standard Services by the contractor or provider of the Standard Services and to use its best endeavours to secure the improvement of the Standard Services from such contractor or provider and to consult with the BID Company on the action plan arising from such review, to secure such improvements, if possible, and keep the BID Company informed of the Council's actions and progress in carrying out the action plan.

6. Licence

6.1 The Council hereby grants a licence to the BID Company, its agents or Complementary Service Provider to enter onto, into or upon any land within the Council's ownership or the highway in the BID Area for the purposes of the BID Company, its agents or Complementary Service Provider carrying out any function or service required or secured (or any ancillary function) reasonably necessary for the operation of the BID provided that the Council shall be permitted to withdraw such licence in the event that in its reasonable opinion the BID Company, its agents or Complementary Service Provider consistently act in such a manner which either contravenes usual health and safety requirements, commits a serious contravention of health and safety requirements, seriously damages Council property, severely prejudices the manner in which the

Council can carry out its usual public services or where, in the Council's reasonable opinion, it is necessary to withdraw such licence in order to safeguard the health and safety of persons in or around the BID Area or part of the BID Area.

7. Monitoring and Review

- 7.1 The parties shall set up the Services Review Panel within 28 days from the Ballot Result Date the purpose of which shall be to:
 - 7.1.1 review and monitor the carrying out of the Standard Services;
 - 7.1.2 where appropriate, review and monitor the carrying out of the Complementary Services and make such recommendations to the BID Company as are appropriate;
 - 7.1.3 review any Performance Notices served by the BID Company and steps which should be taken to secure the proper carrying out of the Standard Services and to make recommendations to the Council including recommendations for an improvement in performance in the carrying out of the Standard Services and recommendations for the carrying out of the Standard Services in a manner that facilitates the carrying out of Complementary Services, and to identify the need for any alteration to the Standard Services;
- 7.2 Within one month from the Ballot Result Date the parties shall agree the dates when there will be meetings of the Services Review Panel and there shall 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 Services Review Panel 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 the parties.

8. Termination

- 8.1 The Council may terminate this Agreement:
 - 8.1.1 in the same circumstances in which it may terminate the BID Arrangements under Regulation 18 of the Regulations;
 - 8.1.2 in the event that the BID Company commits a serious and unremediable breach of this Agreement;
 - 8.1.1 in the event that the Council terminates the Operating Agreement.

9. Joint Obligations

The parties agree: for the purposes only of monitoring the Standard Services and the Complementary Services to review and take account of any representations or recommendations made to them by the Services Review Panel and take such action as may be appropriate;

- 9.1.1 to agree appropriate Protocols as may be required in order to assist the carrying out or provision of the Standard Services (and thereafter to review them annually);
- 9.1.3 to operate the Standard Services in accordance with such agreed Protocols.

10. Confidentiality

- 10.1 The parties agree to keep confidential and not to divulge to any person without the prior written consent of the other party all information (written or oral) concerning the business affairs of the other nor any information which has been exchanged about the BID Levy Payers or about other third parties which it shall have obtained or received as a result of operating the BID and this obligation shall survive the termination or lapse of the provision of the BID.

11. Notices

- 11.1 Any notice or other written communication to be served or given to or upon any party to this Deed to the other shall be in writing and shall be sent to the address provided for above or such substitute address in England as may from time to time have been notified by that party upon 7 days' notice in writing.
- 11.2 A Notice may be served by:
 - 11.2.1 delivery to the Councils Director of Finance at the Council's address as 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 First Secretary of State may issue pursuant to Part IV of the Local Government Act 2003 then such part shall be struck out and the balance of this Agreement shall remain.
- 12.2 The headings appearing in this deed are for ease of reference only and shall not affect the construction of this deed.
- 12.3 Where reference is made to a clause, part or recital such reference (unless the context requires otherwise) is a reference to a clause, part, plan, or recital attached to this deed.
- 12.4 References to the Council include any successors to its functions as local authority.
- 12.5 References to statutes, bye laws, regulations, orders, delegated legislation shall include any such instrument re-enacting or made pursuant to the same power.

13. Exercise of the Council's Powers

13.1.1 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, byelaws, statutory instruments, orders and regulations in the exercise of its functions as a local authority.

14. Contracts (Rights of Third Parties)

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

15. Arbitration

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

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

15.1.2 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;

15.1.3 if the parties are unable to agree within 28 (twenty eight) days as to the appointment of such arbitrator then such arbitrator (hereinafter referred to as "the Tribunal") shall be appointed on the application of either party to the President for the time being of the Law Society;

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

15.2.1 to prosecute any such reference expeditiously; and

15.2.2 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;

15.2.3 the award shall be in writing signed by the Tribunal;

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

THE COMMON SEAL of THE LORD)

MAYOR AND CITIZENS

was hereunto)

Affixed by Order:)

Director of Legal and Administrative Services

Signed by ()

on behalf of the

)

SCHEDULE 1 – The BID Area Map



SCHEDULE 2 – Standard Services

Summary of Refuse & Cleansing Services

Street	Zone	Refuse collection frequency	Refuse Collection times	Sweeping frequency	Number of litter bins
Bayley Street	1	Daily*	11:30 to 13:30 Mon-Sat. 07:00 to 09:00 Sun.	Twice a day Mon–Fri, once a day Sat–Sun	
Charlotte Street	B	Daily	07:30 to 09:30 Mon-Sat. 09:00 to 11:00 Sun.	Once a day Mon–Fri	
Cleveland Street	B	Daily	08:30 to 09:30 Mon-Sat. 07:00 to 09:00 Sun.	Twice a day Mon–Fri	
Conway Street	1	Daily	08:30 to 10:30 Mon-Sat. 07:00 to 09:00 Sun.	Twice a day Mon–Fri, once a day Sat–Sun	
Euston Road (part)	A	Monday-Saturday	06:30 to 07:30 Mon-Sat.	Twice a day Mon–Weds and Fri–Sun, once a day Thurs	6
Fitzroy Square	1	Daily	07:30 to 09:30 Mon-Sat. 07:00 to 09:00 Sun.	Once a day Mon–Fri	2
Fitzroy Street	1	Daily	07:30 to 09:30 Mon-Sat. 07:00 to 09:00 Sun.	Once a day Mon–Fri	
Goodge Street (part)	B	Twice daily	06:30 to 08:00 and 17:00 to 19:00 Mon-Sat. 09:00 to 11:00 and 17:00 to 19:00 Sun	Twice a day Mon–Fri, once a day Sat–Sun	
Howland Street	1	Daily	10:30 to 12:00 Mon-Sat and 07:00 to 09:00 Sun	Twice a day Mon–Fri, once a day Sat–Sun	
Maple Street	1	Daily	10:30 to 12:00 Mon-Sat and 07:00 to 09:00 Sun	Twice a day Mon–Fri, once a day Sat–Sun	
Percy Street	1	Twice daily	07:30 to 09:30 and 17:00 to 19:00 Mon-Sat. 09:00 to 11:00 and 17:00 to 19:00 Sun	Twice a day Mon–Fri, once a day Sat–Sun	
Stephen Street	B	Monday-Saturday	07:30 to 09:30 Mon-Sat	Twice a day Mon–Fri, once a day Sat–Sun	
Store Street	B	Daily	11:30 to 13:30 Mon-Sat. 07:00 to 09:00 Sun	Three times a day Mon–Fri, once a day Sat–Sun	
Tottenham Court Road (part)	A	Three times daily	04:00 to 06:00, 10:30 to 11:30, 19:00 to 20:30 Mon-Sat. 04:00 to 06:30, 09:00 to 11:00, 19:00 to 20:30 Sun.	Three times a day Mon–Fri, once a day Sat–Sun	14
Tottenham Street	B	Twice daily	06:30 to 08:30, 17:00 to 19:00 Mon-Sat. 09:00 to 11:00, 17:00 to 19:00 Sun	Three times a day Mon–Fri, once a day Sat–Sun	1
Warren Street	1	Twice daily	06:30 to 08:30, 16:30 to 18:30 Mon-Sat. 07:00 to 09:00, 16:30 to 18:30 Sun	Twice a day Mon–Fri, once a day Sat–Sun	7
Whitfield Street	1	Mon-Fri, Sun	08:00 to 10:00 Mon-Fri. 09:00 to 11:00 Sun	Once a day Mon–Fri	

- Daily* indicates daily collections available and in accordance with trade refuse contract collection times.

- There are approx 35 litterbins in the BID area. These are regularly emptied. The litterbins are cleansed up to 4 times a year, dependent on their location.
- There are numerous on street, mini recycling sites. These are located at strategic points i.e. by bus stops and near station entrances.
- The Environmental Protection Act (EPA) 1990 imposes duties under section 89(1) and (2) on certain landowners and occupiers to keep specified land clear of litter and refuse, and on local authorities to keep clean public highways for which they are responsible. The emphasis in the legislation is on the effective management and suitable deployment of resources to keep land clear of litter and refuse, not on how often it is cleaned.

Street Zones

Zone A streets will be maintained during contract operational hours with a Grade A standard achieved after sweeping. If a Zone A street falls below a grade B between the hours of 0800 Hrs – 2200 Hrs (Monday-Sunday) it will be brought back to Grade A within 1 working hour.

Zone A1 streets have a constant sweeping presence during market operational hours with a Grade A standard achieved after sweeping. During non operational hours these streets revert to a Zone 1 and they are swept twice daily at fixed frequencies 5 days-a-week (Mon-Fri) between 0630 Hrs - 2130 Hrs.

Zone B streets are swept and cleaned on three occasions daily at fixed frequencies on a 7-day week basis between 0630 Hrs - 2200 Hrs. A Grade A is achieved after each Street Sweeping

Zone B1 streets are swept and cleaned on three occasions daily at fixed frequencies (Mon-Fri) with a Grade A standard achieved after sweeping. During the weekends these streets revert to a Zone 1 and they are swept twice at fixed frequencies (Sat-Sun).

Zone 1 streets are swept and cleaned twice daily at fixed frequencies on a 7-day-a-week basis between 0630 Hrs - 2200 Hrs. A Grade A is achieved after each Street Sweeping

Zone 2 streets will be swept and cleaned once daily 5 days a week (Mon – Fri) between 0630 Hrs - 1330 Hrs. This means that all Zone 2 will be swept by the AM crews.

Zone 2 streets will be swept and cleaned once daily 7 days a week (Mon – Sun) between 0630 Hrs - 1330 Hrs.

Zone 3 streets will be swept and cleaned three times a week on fixed days and frequency between Monday - Friday and between 0630 Hrs - 1330 Hrs.

Zone 4 streets will be swept and cleaned twice a week on fixed days and frequency between Monday - Friday and between 0630 Hrs - 1330 Hrs. A Grade A is achieved after each Street Sweeping

Zone 5 streets will be swept and cleaned once a week on fixed days and frequency between Monday - Friday and between 0630 Hrs - 1330 Hrs. A Grade A is achieved.

Street Cleansing Grades

Grade A indicates the absence of litter, debris, detritus, loose chippings, excreta, accident debris, leaf fall, other rubbish and animal carcasses or remains or any other material fouling street surfaces.

Grade B indicates predominately free of Litter, debris, detritus, loose chippings, excreta, accident debris, leaf fall, other rubbish and animal carcasses or remains or any other material fouling street surfaces apart from small items.

Grade C indicates widespread distribution of litter, debris, detritus, loose chippings, excreta, accident debris, leaf fall, other rubbish and animal carcasses or remains or any other material fouling street surfaces with minor accumulations.

Grade D indicates heavy distribution of litter, debris, detritus, loose chippings, excreta, accident debris, leaf fall, other rubbish and animal carcasses or remains or any other material fouling street surfaces with large accumulations.

P indicates a private road or street where a separate cleaning contractor is in operation.

Graffiti Removal

Our current service standard is that free graffiti removal will be carried out provided that:

- The graffiti is accessible from the public highway at ground level.
- The graffiti is visible from the public highway or public open spaces.
- The property owner, leaseholder or their authorised representative give permission for removal*

* Due to absent landlords etc it is not always possible to seek permission before removal takes place.

Graffiti containing racist and offensive words are removed within 24 hours of a report. Other graffiti is removed within 5 working days.

Explanatory notes

1. The table is a summary of the detailed cleansing and waste collection service provided to LB Camden by its contractor Veolia Environmental Services
2. Litter bins are also emptied when nearly full or within 30 minutes of it being reported full.

Summary of Highway Services

Service Delivery

Camden Council is the Highway Authority (HA) for 258 km of highway including roads and footways, approximately 13,500 street lighting units, 9,000 road gullies and attendant infrastructure such as street seats, bollards, guard rails and such like.

As the HA it has a duty to maintain the highway in a safe condition and this is set out in Section 41 of the Highways Act 1980 as well as adhering to other relevant legislation like the Traffic Management Act 2004 and the New Roads and Street Works Act 1991.

To meet legislative obligations the HA:

- Ensures that the entire (public) highway infrastructure is inspected and maintained to the standards as set out in relevant Codes of Practice
- Procure contracts for service provision
- Manage and monitor contractor delivery
- Co-ordinate and monitor street works
- Agree and process Temporary Traffic orders to facilitate works, including emergencies, on the public highway
- Co-coordinating and issuing highway licenses for temporary activities such as crane operations, skip and scaffolding licenses etc
- Design, consult and implement traffic schemes
- Liaise with politicians both at local and national level
- Liaise with stakeholders via correspondence, telephone and face to face meetings
- Ensure that Network Management Duties are met under the TMA.

The Council's aim is to make Camden's streets attractive through improving all aspects of the street environment, including smoother pavements, better quality roads, less street clutter, better lighting and improved access with mobility and sight difficulties.

Delivery Model

The Council's client and design functions are carried out by directly employed officers. The majority of contracts are carried out by externally procured providers apart from some Street Lighting Maintenance duties and Gully Cleansing works which are currently being carried out by in-house providers.

All statements are subject to changes in legislation, codes of practice, the Council's strategic objectives and priorities as well as budget provision.

1. Highway and street lighting inspections

- Main roads, busy roads and shopping areas are inspected monthly, other roads are inspected on a 3 monthly, 6 monthly or annually depending on road category set out in 'Well Maintained Highways' - Code of Practice for Highway Maintenance Management.
- Street lighting inspections are carried out in the hours of darkness every two weeks.
- Street lighting faults identified are rectified within 24 hours unless the defect is attributed to an electricity supply fault.
- Road gullies are inspected and cleansed four times, twice or once a year depending on the priority or severity of the location.
- The highway is inspected before and after any highway license is issued to ensure the highway is not damaged by the activity under license.
- Licenses are processed for works taking place on or in the highway under the Highways Act and NRSWA.
- Works carried out by statutory undertakers (SUs) are monitored, managed and coordinated under the NRSWA and TMA legislation.
- Permits are processed for all registerable activities on the highway under the London Permit Scheme.
- All utility works are inspected under various sections of the NRSWA legislation.

2. Reactive, responsive and routine maintenance

Faults or defects are identified according to risk but essentially fall into two categories; ones that cause imminent danger and others of a less hazardous nature. If the defect relates to a reinstatement completed by a SU or relates to apparatus belonging to a SU they will initially be given the opportunity, specified within legislation, to repair the defect themselves

Examples of imminent danger defects are:

- A 20mm trip or rocking paving slab in the footway
- A 30mm pothole in the road
- A missing or broken manhole cover
- A defective SU trench (one which exceeds the intervention criteria laid out in the Specification for Reinstatement of Openings in Highways).
- Damaged street furniture obstructions caused by road traffic accidents

Examples of less hazardous defects are:

- Minor trips less than those dimensions detailed above
- Dislodged or bent posts, barriers or bollards
- Missing road markings
- Rocking inspection covers

Types of remedial works include:

- Making safe or carrying out surface and patching repairs
- Making safe or carrying out repairs to street furniture, signage (including posts), bollard, barrier and street seat repairs
- Maintaining and cleansing highway drainage (road gullies not including main sewers)

- Installing or remarking road markings where necessary
- Making safe defective inspection covers

Contract provision on all categories of work has a daytime, 1 hour or 24 hour response/ attendance time facility dependent on severity of defect.

The Council also provides an 'out of hours' response service for emergency highway matters.

3. Area improvement works

Major upgrading of the highway in the area could be financed from Transport for London (depending on the part of the high street), L B Camden's capital budgets and section 106 contributions from third parties. These improvements would all be subject to budget availability and TfL's and L B Camden's strategic objectives.

4. Planned maintenance works

- The planned highways maintenance programme is assessed on an annual basis following condition surveys. Any works carried out is subject to a prioritisation process as well as budget availability. Planned works are not guaranteed.
- Street lighting schemes and planned maintenance are implemented subject to a prioritisation process as well as budget availability.
- Planned maintenance or upgrading of utility apparatus can affect the Highway Maintenance programme and is taken into account, when known.

5. Public artwork

To be confirmed

6. Other highway related activities/ services

The making of Temporary Traffic orders to facilitate special events, subject to the nature and purpose of the event meeting the Council's set criteria

7. Trees and landscaping Development

The Council shall maintain existing trees on the highway and council owned property as well as any new landscape development proposals.

All street trees in the BID Area will be inspected on a 3 year rolling programme and essential work carried out where required pruned, where required, on a 3 year rolling programme. Trees in parks and open spaces will only be pruned, or other works carried out if they are dangerous. Highways Maintenance provides a budget for planting of new trees, although these are part of wider footway and carriageway improvements and not separate, and trees may also be provided through sponsorship.

**Note that the public art detail is to be updated shortly*

Summary of Police & Community Safety Services

Current Service provision

1. Police Resources deployed in the area

- One shared inspector.
- An extra sergeant and six police constables make up the Bloomsbury Tasking Team.
- An additional Bloomsbury ward team comprising of one sergeant, three police constables and four police community support officers.
- A Bloomsbury Town Team operates in the wider Bloomsbury, Holborn and Covent Garden area. The team targets OCN (Organised Crime Narcotics) and issues relating to the night time economy.
- Territorial Support Group frequently used in Bloomsbury.
- Special constables frequently used in Bloomsbury.
- CID teams operating in Bloomsbury frequently targeting crime hot spots.
- Additional targeted operations as appropriate.
- Anti-Social Behaviour Orders: Several recently obtained, hundreds issued by the police, more on-going.

2. Camden Council

- 12 CCTV cameras sited in the BID Area monitored on a 24/7 basis.
- Five street services team members working with the street population including anti-begging and rough sleeping initiatives in partnership with the police.
- Twelve street wardens plus a warden manager deliver the community presence agenda across the borough. Part of this remit is a presence in Bloomsbury.
- Ten community intervention officers deliver community interventions across the borough when required. This remit includes interventions in Bloomsbury.
- Camdensafe.org public website to share info about crime.
- A Community Information Team to deliver relevant information to the public and encourage partnership working across the borough. Part of this remit is delivery in Bloomsbury.
- A controlled drinking zone operates across the whole borough, giving officers powers to remove alcoholic drinks and issue dispersal notices to persistent offenders.

Fitzrovia Additional Cleansing and Maintenance Scheme

Memorandum of Understanding

London Borough of Camden ("LBC"), and the Fitzrovia Partnership Business Improvement District Limited (TFP)

1 Introduction

- 1.1 TFP and LBC wish to run an additional cleansing scheme to enhance the service already provided by Camden Council in The Fitzrovia Partnership BID area (see Appendix 1 for map of BID area).
- 1.2 TFP will engage the services of an external delivery partner to deliver the scheme. .

2 TFP Obligations

- 2.1 The TFP project scope is:
 - An agreed programme of additional cleansing and maintenance of LBC public realm assets delivered by TFP
 - The scope of the additional work will include all pavements, public spaces and other street furniture all being LBC assets.
 - TFP will identify those areas or assets which are showing signs of ingrained grime or other cleansing needs such as gum removal in the TFP area
 - TFP and LBC will ascertain if the proposed cleansing or maintenance of the area identified is part of the LBC street cleansing baseline
 - Where the cleansing or maintenance falls outside the LBC baseline, TFP will agree with LBC a programme of additional cleansing and or maintenance by the TFP approved delivery partner
 - Before the commencement of the additional cleansing or maintenance TFP will provide LBC with a risk assessment and method statement for the works together with photographs
 - The TFP delivery company will secure the work area using appropriate signage and barriers to protect the both the public and cleaning team
 - Consideration will be given to reducing any inconvenience to the local community and residents
 - TFP will provide a completion report together with photographs
 - Where upon reviewing any additional cleansing and or maintenance any damage is discovered that can be attributed to the additional cleansing or maintenance work undertaken on behalf of TFP, TFP shall bear all costs incurred in rectifying the damage
 - TFP will hold monthly pre booked management meetings with LBC to discuss proposed cleansing and maintenance work and results from previous cleansing and maintenance work
 - TFP and their delivery partner agree to co-operate with each other and the LBC in good faith to bring the purpose of this MOU to fruition.

2.2 In cases outside the scope as detailed above (such as events or emergencies), TFP will work in partnership with LBC to resolve any issues that arise proactively and efficiently.

3 LBC obligations

- > To work in partnership with TFP and to support the scope outlined in the TFP obligations
- > To support TFP in the delivery of the scope outlined above
- > The prompt approval of any works
- > To support within the spirit of the existing Baseline Agreement
- > To respond in a timely manner to issues as they arise and that are identified via TFP's on-street Ambassadorial team.

4 Indemnities

TFP shall indemnify, keep indemnified and hold harmless LBC and the contractor from and against all costs (including the cost of enforcement), expenses, liabilities, injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgements which council incurs or suffers as a consequence of a direct or indirect breach or negligent performance or failure in performance by TFP of the terms of this MOU.

5 Insurance

The external delivery company shall effect and maintain throughout the MOU period with a reputable insurance company, Public Liability Insurance to provide indemnity in respect of any claim or series of claims arising from any incident. Copies of the insurance certificate are to be made available to the council upon request.

Signed on behalf of:
The London Borough Camden
5 Pancras Square
London
N1C 4AG

Signature.....

Name and position (please print).....

Date.....

Signed on behalf of:
The Fitzrovia Partnership
13, Fitzroy Street
London
W1T 4BQ

Signature.....

Name and position (please print).....

Date.....

Fitzrovia Street Ambassador

Memorandum of Understanding

The Fitzrovia Partnership Business Improvement District Limited (TFP) and London Borough of Camden (LBC)

1 Introduction

- 1.1 TFP wish to introduce the role of a Street Ambassador for the purpose of helping to improve the public realm on behalf of TFP members and to enhance the service already provided by LBC in TFP BID area (see Appendix 1 for map of BID area).

2 TFP Obligations

- 2.1 The TFP project scope is:
 - TFP will employ a Street Ambassador who will be equipped with the necessary tools to complete the scope below
 - TFP is registered under the waste (England and Wales) Regulations waste carrier for the purpose of these obligations (Certificate available to LBC upon request)
 - TFP will work with their members to ensure that refuse is presented on the public highway in accordance with local regulations
 - TFP will report to LBC fly tipping, missed collections, overflowing litter and recycling bins and other waste issues and monitor the response as required
 - TFP will identify trade waste issues and liaise with trade waste companies to resolve issues regarding missed collections and incorrectly presented waste
 - TFP will identify refuse that has been placed on the public highway in a manner that allows the waste to spread along the highway, causing obstruction or danger to pedestrians. TFP will tidy the waste or where the waste is loose bag the waste and remove it for collection by a TFP delivery partner
 - TFP will identify areas where litter has spread along the pavement and is in need of removal. TFP will sweep the area and tidy the waste by bagging and removing for collection by TFP delivery partner
 - TFP will remove prostitute advertising cards from public phone boxes in the TFP area. The cards will be bagged and disposed of by the TFP delivery partner. The numbers removed will be recorded on the TFP data base.
 - TFP will identify damage to LBC assets on or adjacent to the public highway and report these to LBC
 - In cases where damage to an LBC asset is causing a danger to the public TFP will where possible make safe that damage and report to the appropriate department at LBC immediately
 - TFP shall identify and report to LBC faults to the highway and where required record the results
 - TFP will identify and report faults to utility works such as power and water recording the details as required
 - TFP will report to LBC any street works that are incorrectly signed or protected

- > TFP will report to LBC any signage associated with street works that has been abandoned
- > TFP will identify maintenance work to LBC assets on the public highway which are in need of maintenance such as painting street furniture
- > LBC and TFP will agree whether certain maintenance work can be completed by TFP
- > If agreed TFP will provide LBC with a method statement and risk assessment for the task
- > TFP will provide a before and after report together with photographs
- > Where upon reviewing any additional cleansing and or maintenance any damage is discovered that can be attributed to the additional cleansing or maintenance work undertaken on behalf of TFP, TFP shall bear all costs incurred in rectifying the damage
- > The Street Ambassador will meet and patrol with the LBC Senior Area Monitoring Officer on a weekly basis to discuss and identify areas of concern with regard to waste management and cleansing
- > TFP will hold monthly pre booked management meetings with LBC to discuss the detail of this MOU and agree future work and results
- > TFP will agree to co-operate with LBC in good faith to bring the purpose of this MOU to fruition.
- > In cases outside the scope as detailed above (such as events or emergencies), TFP will work in partnership with LBC to resolve any issues that arise proactively and efficiently.
- > The Street Ambassador will record all reports on TFP database

3 LBC obligations

- > To work in partnership with TFP and to support the scope outlined in the TFP obligations
- > To support within the spirit of the existing Baseline Agreement
- > To respond in a timely manner to issues as they arise and that are identified by TFP.

4 Indemnities

TFP shall indemnify, keep indemnified and hold harmless LBC from and against all costs (including the cost of enforcement), expenses, liabilities, injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgements which council incurs or suffers as a consequence of a direct or indirect breach or negligent performance or failure in performance by TFP of the terms of this MOU.

5 Insurance

TFP shall effect and maintain throughout the MOU period with a reputable insurance company, Public Liability insurance to provide indemnity in respect of any claim or series of claims arising from any incident. Copies of the insurance certificate are to be made available to the council upon request.

Signed on behalf of:
The London Borough Camden
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