

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

DATED

**LONDON BOROUGH OF CAMDEN
(the Council)**

and

**THE FITZROVIA PARTNERSHIP
(the BID Company)**

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Baseline Agreement for Provision of Standard Services

Dated:

Between

- (1) **LONDON BOROUGH OF CAMDEN** (the Council) of Town Hall, Judd Street, London WC1H 9LP; and
- (2) **THE FITZROVIA PARTNERSHIP** (the BID Company) registered as a company limited by guarantee in England and Wales with number 06792669 whose registered office is at C/o Goodman Jones, 29-30 Fitzroy Square, London, W1T 6LQ

RECITALS

- A The Council is the local authority for the purposes of the Local Government Act 2003 and is responsible for providing Standard Services within the BID Area.
- B The BID Company is responsible for the management and operation of the BID and for achieving the objectives and aspirations set out in the BID Arrangements.
- C The purpose of this Agreement is to set out the Standard Services provided by the Council within the BID Area and to enable the BID Company and Stakeholders to monitor the added value gained in purchasing any Complimentary Services using the BID Levy.

It is agreed:

1. Definitions

Best Value Duty means the duty imposed on the Council by Section 3 of the Local Government Act 1999.

BID Area means that area within which the BID operates as per the street list attached to this Agreement in Schedule 1.

BID Arrangements means the BID Proposals (as defined by the Business Improvement District (England) Regulations 2004) voted for by the BID Levy Payers which set out the objectives of the BID.

BID means the Business Improvement District which is managed and operated by the BID Company.

BID Levy means the charge to be raised and collected from the Stakeholders within the area of the BID in accordance with the terms

set out in the BID Arrangements and the Regulations and to be used, subject to the terms of this Agreement, by the Council solely to procure from the BID Company the services and proposals set out within the BID.

Complementary Service(s) means those services to be set out in the Complementary Services Agreement.

Complementary Services Agreement(s) means the agreement to be entered into on between a Complementary Service Provider and the BID Company or such further agreements as may be entered into by the BID Company for the provision of services within the BID Area which are complementary to the Standard Services.

Complementary Service Provider means the provider of a Complementary Service.

Failure Notice means a notice served by the BID Company which:

- (a) sets out the Standard Services which the notice relates to;
- (b) states which aspect(s) of the Standard Services is not being adhered to by the Council;
- (c) requests the Council to resume forthwith providing the Standard Services.

Operating Agreement means the agreement entered into on 17 July 2012 between the Council and the BID Company which sets out various procedures for the collection monitoring and enforcement of the BID Levy.

Regulations means The Business Improvement Districts (England) Regulations 2004 and such amendments to those regulations which may be made by the Secretary of State pursuant to Section 48 of the Local Government Act 2003 (from time to time).

Stakeholders means the non-domestic ratepayers liable to pay the BID Levy as identified in the BID Arrangements.

Standard Services means those services which are and (subject to the terms of this Agreement) shall continue to be provided by the Council within the BID Area and the remainder of the Borough as set out in Schedule 2 (which identifies those services which it is required to undertake as part of its statutory function as a local authority).

Standard Services Review Panel means the panel to be set up consisting of 4 Council Officer representatives and 3 representatives from the BID Company.

Term means the Term of the BID Arrangements as stipulated within that document and commencing from the date defined in the Operating Agreement.

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

4. The Council's Obligations

- 4.1. The Council agrees to the following in consideration of the BID Company operating the BID Arrangements and entering into the Operating Agreement:

4.1.1. To provide the Standard Services within the BID Area at its own cost for the Term;

4.1.2. Subject to clauses 4.1.3 and 4.1.4 below, the Council shall not reduce the Standard Services in the BID Area during the Term. Where the Council intends to reduce or withdraw part or all of the Services for the reason set out at clause 4.1.4 below, it shall not disproportionately reduce the Standard Services in the BID Area as compared to other areas within the London Borough of Camden;

4.1.3. In the event that the Council becomes statutorily barred from providing any part or all of those Standard Services set out in Table's 1, 3 and 4 of Schedule 2 it shall carry out the following for the BID Company:

- (a) identify to the BID Company which part or parts of the Standard Services it is statutorily unable to provide;
- (b) provide to the BID Company a detailed explanation of why such identified Standard Service is to be withdrawn including the relevant change in law which has precipitated the change to the Standard Services; and;
- (c) inform the BID Company of the date upon which the Council will cease to operate the identified Standard Service.

- 4.1.4. In the event that the Council wishes or intends to reduce the level or volume of the Standard Services in the BID Area because of the Standard Services in the BID Area because of a reduction in the level of funding provided to the relevant Council directorate or department for the provision of services the same as the Standard Services as a matter of policy, the Council shall:
- (a) identify to the BID Company which part of parts of the Standard Services it intends to reduce or withdraw;
 - (b) provide to the BID Company satisfactory evidence that the reduction in volume or removal of Standard Services is a matter of Council policy and that such reduction or removal of services is being applied equitably across the London Borough of Camden and not disproportionately to the BID Area;
 - (c) inform the BID Company of date upon which the Standard Service will be reduced or withdrawn.
- 4.1.5. To use reasonable endeavours to liaise with and (where the Council considers it to be practicable) put in place such partnering arrangements (of a formal or informal nature) with the Complementary Service Provider where the Complementary Services are complementary to or are of a similar nature to the Standard Services.
- 4.1.6. To take account of such recommendations in the carrying out or provision of the Standard Services as may be made by the Standard Services Review Panel.
- 4.1.7. Upon receipt of a Failure Notice from the BID Company, to carry out a review of the Council's performance of the Standard Service and use best endeavours to secure the necessary improvement to the Standard Services where the Failure Notice relates to the standard or quality of the Standard Services or where this Failure Notice relates to a failure to provide all or part of the Standard Services shall resume or procure the provision of such Standard Services with one (1) month of the service of the Failure Notice.

5. Monitoring and Review

- 5.1. The Council and the BID Company shall set up the Standard Services Review Panel within 28 days from the date of this Agreement the purposes of which shall be to:
- 5.1.1. Monitor the carrying out of the Standard Services;

- 5.1.2. Make any recommendations required pursuant to paragraph 5.1.1 to the Council and the BID Company;
- 5.1.3. Review any Failure Notices served by the BID Company and the steps which should be taken to secure the proper carrying out of the Standard Services;
- 5.1.4. Identify the need for any improvement or alteration to the Standard Services.

6. Joint Obligations

- 6.1. Both the Council and the BID Company agree that for the purpose only of monitoring the Standard Services to review and take account of any representations or recommendations made to them by the Standard Services Review Panel and take such action as may be appropriate.

7. Compliance with Legislation

- 7.1 In connection with the BID Company, its agents or Complementary Service Provider carrying out any function or service required or secured (or any ancillary function) for the operation of the BID, the BID Company shall ensure strict compliance with the requirements of all relevant legislation (including the Road Traffic Regulation Act 1984 (as amended by the Road Traffic Temporary Restrictions Act 1991), the New Roads and Street Works Act 1991, the Highways Act 1980 and the Traffic Management Act 2004) and shall be responsible for making good all and any damage caused at its own expense to the reasonable satisfaction of the Council.

8. Termination

- 8.1. This Agreement shall be terminated upon any of the following occurring:
 - (a) the expiry of the BID Term stipulated within the BID Proposal – separate from BID arrangements - provided that in the event the BID is renewed after that BID Term this Agreement shall, subject to the consent of both parties and any variation they may agree, continue to remain in force and of full effect;
 - (b) the early termination of the BID and the giving of relevant notices as required by the Regulations and the Operating Agreement; or
 - (c) the agreement of both parties.

9. Confidentiality

- 9.1. Both the Council and the BID Company agree (so far as is permissible under the provisions of the Freedom of Information Act 2000 and the Data Protection Act 1998) 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 Stakeholders or about other third parties which it shall have obtained or received as a result of operating the BID. This obligation shall survive the termination or lapse of the provision of the BID.

10. Notices

- 10.1. 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.
- 10.2. A Notice may be served by:
- 10.2.1. Delivery to the Head of Legal Services at the Council's address or specified above;
 - 10.2.2. Delivery to the Company Secretary at the BID Company's address specified above;
 - 10.2.3. Registered or recorded delivery post.
- 10.3. 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.

11. Miscellaneous

- 11.1. 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.
- 11.2. The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- 11.3. For the avoidance of doubt the provisions of this Deed (other than those contained in this Clause) shall not have any effect until this document has been dated.

- 11.4. 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 attached to this Deed.
- 11.5. References to the Council include any successors to its functions as local authority.
- 11.6. References to statutes, bye laws, regulations, orders, delegated legislation shall include any such instrument re-enacting or made pursuant to the same power.

12. Exercise of the Council's Powers

- 12.1. 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.

13. Contracts (Rights of Third Parties)

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

14. Arbitration

- 14.1. The following provisions shall apply in the event of a dispute:
- 14.1.1. 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;
- 14.1.2. The parties shall jointly appoint the arbitrator not later than 28 (twenty eight) days after the service of a request in writing by either party to do so;
- 14.1.3. 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;
- 14.1.4. In the event of a reference to arbitration the parties agree to:
- (a) prosecute any such reference expeditiously; and
- (b) do all things or take all steps reasonably necessary in order to enable the Tribunal to deliver

any award (interim, full or otherwise) as soon as reasonably practicable;

14.1.5. The award shall be in writing signed by the Tribunal;

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

15. English Law

15.1 This Agreement shall be construed in accordance with English Law and the Parties hereby submit to the exclusive jurisdiction of the English Courts.

Schedule 1 – The BID Area Street List

All of the following streets are included in full or in part:

Tottenham Court Road - Part
Goodge Street - Part
Euston Road - Part
Whitfield Street
Fitzroy Street
Fitzroy Square
Charlotte Street
Conway Street
Cleveland Street
Warren Street
Maple Street
Howland Street
Tottenham Street
Percy Street
Stephen Street
Bayley Street
Store Street

Schedule 2 – The Standard Services

1. 'Standard Services' means the following services provided by the statutory bodies:

- a) Cleansing Services
- b) Security Services
- c) Highways Services

2. 'Cleansing Services' means the services provided by the Council as set out in Table 1 attached to this Schedule.

3. 'Security Services' means the services provided by the Metropolitan Police and Council as set out in Table 2 attached to this Schedule.

4. 'Highways Services' means the services provided by the Council as set out in Table 3 attached to this Schedule.

Table 1: Summary of Refuse & Cleansing Services					
Street	Zone	Refuse collection frequency	Collection times	Sweeping frequency	Number of litter bins
Adelaide Road (incl Chalk Farm Parade)	1	Daily*	0700-0900	Twice daily	2
Albert Street	2	Daily*	0830-1030	Once a day Mon - Fri	1
Arlington Road	1	Daily*	0700-0900	Twice daily	3
Bayham Place	4	Daily*	0930-1130	Once a day Mon - Fri	0
Bayham Street	1	Daily*	0730-0930	Twice daily	2
Beatty Street	2	Daily*	0700-0900	Once a day Mon - Fri	0
Bonny Street	3	Daily*	0730-0930	Mon, Wed & Fri	0
Buck Street	1	Daily*	0930-1130	Twice daily	0
Bridge Approach	1	Daily*	Not available	Once a day Mon - Fri	1
Camden High St	A	Daily*	1030 & 1800 & 0100	Daily and continuous	30
Camden Lock Place	P	N/A	N/A	N/A	0
Camden Road	A	Daily*	Not available	Daily and continuous	8
Camden Street	1	Daily*	0700-0900	Twice daily	1
Carlow Street	2	Daily*	Not available	Once a day Mon - Fri	1
Carol Street	1	Daily*	0700-0900	Twice daily	0
Chalk Farm Road	A	Daily*	1000-1200	Daily and continuous	9
Crowndale Road	B	Daily*	0700-0900	Twice daily	3
Delancey Pass	2	Daily*	0700-0900	Once a day Mon - Fri	0
Delancey Street	1	Daily*	0700-0900	Twice daily	1
Dewsbury Terrace	P	N/A	N/A	N/A	0
Early Mews	P	N/A	N/A	N/A	0
Eversholt Street (including Oakley Square)	B	Daily*	0700-0900	Twice daily	1
Gilbey's Yard	P	Daily*	pm	N/A	0
Gloucester Crescent	4	Daily*	1030-1230	Once a day Mon - Fri	1
Grand Union Walk	P	Domestic only	1030-1130	N/A	0
Greenland Place	1	Daily*	1030-1130	Twice daily	0
Greenland Road	1	Daily*	1030-1130	Twice daily	0
Greenland Street	1	Daily*	1030-1130	Twice daily	0
Hampstead Road	B	Daily*	0700-0900	Thrice daily	0
Harrington Square	B		0700-0900	Thrice daily	1
Haverstock Hill	A	Daily*	1000-1200	Daily and continuous	1
Hawley Crescent	1	Daily*	Not available	Twice daily	0
Hurdwick Place	B	Daily*	0700-0900	Thrice daily	1

Inverness Street (Arlington - Gloucester Crescent)	1	Daily*	0700-0900	Twice daily	N/A
Inverness Street (Market end)		Daily and as per market spec*	1200 & 1800*	Continuous from 1000-1800*	2
Jamestown Road	1	Daily*	0700-0900	Twice daily	0
Juniper Crescent	P	Domestic only	pm	N/A	0
Kentish Town Rd	A	Daily*	1030 & 0200	Daily and continuous	3
Kings Terrace	A	Daily*	1000-1200	Once a day Mon - Fri	0
Lidlington Place	B	Daily*	0700-0900	Thrice daily	0
Mandela Street	4	Daily*	Not available	Once a day Mon - Fri	1
Mary Terrace	1	Not available	Not available	Twice daily	0
Miller Street	2	Daily*	0830-1030	Once a day Mon - Fri	0
Millbrook Place (off Eversholt St)	B	Daily*	0700-0900	Twice daily	0
Mornington Crescent	1	Daily*	0730-0930	Twice daily	0
Mornington Place	2	Daily*	0730-0930	Once a day Mon - Fri	0
Mornington Street	2	Daily*	0730-0930	Once a day Mon - Fri	1
Nelson's Yard	P	N/A	N/A	N/A	0
Oval Road	3	Daily*	1030-1230	Once a day Mon - Fri	1
Parkway	B	Daily*	1000 & 0000	Daily and continuous	6
Pleasant Row	?	N/A closed to public	N/A	N/A	0
Plender Street	1	Daily*	Not available	Twice daily	0
Pratt Mews	4	Daily*	0700-0900	Once a day Mon - Fri	0
Pratt Street	1	Daily*	0700-0900	Twice daily	1
Regents Park Rd	1	Daily*	0730-0830	Twice daily	1
Regents Park Terrace	P	Domestic only	1030-1230	N/A	0
St Martins Almshouse	P	Domestic only	am	N/A	0
St Martins Close	4	Domestic only	0700-0900	Tues & Thurs	0
Sign Makers Yard	P	N/A	N/A	N/A	0
Stanmore Place	P	N/A	N/A	N/A	0
Stucley Place	1	Daily*	Not available	Once a day, 7 days a week	0
Symes Mews	1	N/A	N/A	Daily and continuous	0
Underhill Pass	1	N/A	N/A	Twice daily	0
Underhill Street	1	Daily*	N/A	Twice daily	0
Water Lane	P	N/A and daily*	N/A	N/A	0

Please note:

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

- There are approx 80 litterbins in the BID area. These are regularly emptied. The litterbins are cleansed up to 4 times a year, dependant 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.

ZONE A

A Grade A Standard shall be achieved after street sweeping and if falling to any other grade it shall be rectified to Grade A within 30 minutes between the hours of 0800 Hrs – 2200 Hrs on a 7-day week basis. All streets shall be at Grade A by 0800 Hrs each day.

ZONE B

Streets in Zone B shall be swept and cleaned on three occasions daily at fixed frequencies on a 7-day week basis between 0630 Hrs – 2200 Hrs. A Grade A shall be achieved after each street sweeping.

ZONE 1

Streets in Zone 1 shall be swept on two occasions daily at fixed frequencies on a 7-day week basis between 0630 Hrs – 2200 Hrs. A Grade A shall be achieved after each street sweeping.

ZONE 2

Streets in Zone 2 shall be swept and cleaned once daily Monday - Friday between 0630 Hrs – 1800 Hrs. A Grade A shall be achieved after each street sweeping.

ZONE 3

Streets in Zone 3 shall be swept and cleaned three times each week on fixed days and frequency Monday - Friday between 0630 Hrs – 1800 Hrs. A Grade A shall be achieved after each street sweeping.

ZONE 4

Streets in Zone 4 shall be swept on two occasions each week on fixed days and frequency Monday - Friday between 0630 Hrs – 1800 Hrs. A Grade A shall be achieved after each street sweeping.

"Grade A": means 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": means 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": means 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": means 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": means 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.

Table 2: Summary of Security Services

Current Service provision

1. Police (Operation Safer Streets)

- One shared inspector.
- 18 police community support officers joint funded by Camden Council and the Metropolitan Police Service to be in place until at least 31 March 2012.
- Two extra sergeants and six police constables to add to the police community support officers to make up the Camden Tasking Team.
- An additional Camden Town ward team comprising of one sergeant, one police constable and two police community support officers.
- Territorial Support Group frequently used in Camden Town.
- Special constables frequently used in Camden Town.
- Marine Support Unit frequently deployed in Camden Town (on foot patrols), which normally includes one sergeant and six police constables.
- Marked and unmarked robbery cars operating in Camden Town every day.
- Anti-Social Behaviour Orders: Several recently obtained, hundreds issued by the police, more ongoing.

2. Camden Council

- Thirty-two CCTV cameras sited in the BID Area monitored constantly. A mobile CCTV van is available for specific projects.
- Camden Business Against Crime radio network has been updated and will continue with the community audit team in the new Community Safety structure.
- Five street services team members working with the street population.
- Twelve street wardens plus a warden manager deliver the community presence agenda across the borough. Part of this remit is a presence in Camden Town.
- Ten community intervention officers deliver community interventions across the borough when required. This will remit includes interventions in Camden Town.
- camdensafe.org website to share info share 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 Camden Town.
- An anti-begging initiative.
- A controlled drinking zone operating within Camden Town centre, giving officers powers to remove alcoholic drinks and issue dispersal notices to persistent offenders. A Wet Centre operates within the Spectrum Centre.

Table 3: 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 enable the HA to carry out its obligations under legislation it is responsible for:

- Ensuring that the entire (public) highway infrastructure is inspected and maintained to the standards as set out in relevant Codes of Practice
- Procuring contracts for service provision
- Managing and monitoring contractor delivery
- Coordinating and monitoring street works
- The agreeing and processing of Temporary Traffic orders to facilitate works, including emergencies, on the public highway
- Coordinating and issuing highway licenses for temporary activities such as crane operations, skip and scaffolding licences etc
- Designing, consulting upon and implementing traffic schemes
- Liaising with politicians both at local and national level
- Liaising with stakeholders via correspondence, telephone and face to face meetings
- Ensuring that we effectively meet our Network Management Duty 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 the Street Lighting Maintenance and Gully Cleansing 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.
- 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 location.
- The highway is inspected before and after any highway licence is issued to ensure the highway is not damaged by the activity under licence.
- Works carried out by statutory undertakers (SUs) are inspected under various sections of the New Roads and Street Works Act.

NRSWA Section	Inspection Types	Purpose
Section 74	Section 74 overstay	All works are inspected the day after the works are due to be complete to encourage the SUs to expedite their works in a timely manner and to assess the reinstatement is to an acceptable standard.
Section 75	Sample Inspections	30% of all works are randomly sampled to be inspected at different times within the lifetime of the works: during the works, within 6 months following reinstatement and finally prior to the end of the guarantee period of the reinstatement
Section 72	Defect inspections	Where defective trenches are identified an inspection is carried out every 17 days until the SU reinstates the highway to an acceptable standard
	Third Party Inspections	To identify defective SU works/reinstatements in response to customer/public complaint.

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 dependant 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

There are a small number of existing public artworks within the BID area. Repairs and cleaning are carried out on an ad hoc basis. Where significance maintenance is required the Council will seek funding from third party organisations such as English Heritage. If the Council deems that a public artwork is a danger to the general public or other property it will take any necessary steps to make it safe. Any new proposals around public artwork will need to have maintenance arrangements agreed with the Council prior to installation.

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.

Where new trees are planted the council shall arrange for a support programme, including watering, during the first year based on 12 visits over the period. In some cases, if for example larger than standard trees are planted, an increased watering regime may be put in place. This decision is based on the type of tree, size and location.

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Bid Company have executed this instrument as their Deed the day and year first before written

**THE COMMON SEAL OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)
Affixed by Order:-)**

.....

Authorised Signatory 1
(Principal Lawyer)

.....

Authorised Signatory 2
(Frances Wheat - Assistant Director Regeneration and Planning)

**EXECUTED AS A DEED BY)
THE FITZROVIA PARTNERSHIP)
in the presence of:)
acting by a Director and its Secretary)
or by two Directors)**

.....

Director

.....

Director/Secretary

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

DATED

**LONDON BOROUGH OF CAMDEN
(the Council)**

and

**THE FITZROVIA PARTNERSHIP
(the BID Company)**