

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

**DATED**

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

**and**

**THE FITZROVIA PARTNERSHIP, BUSINESS IMPROVEMENT  
DISTRICT LTD (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, BUSINESS IMPROVEMENT DISTRICT LTD** (the “BID Company”) registered as a company limited by guarantee in England and Wales with number **08235892** 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, contained in Schedule B of the Operating Agreement.

**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 BID Area 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 Arrangements.

**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 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 commencing on 1<sup>st</sup> August 2017 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 Operational 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 Operational Date as defined in the Operating 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 Standard 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 a reduction in the level of funding provided to the relevant Council directorate or department for the provision of services which are 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 part or parts 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 Commencement Date, 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 - 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 Borough Solicitor 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  
Windmill Street  
Alfred Place  
Chenies 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.

<b>Table 1: Summary of Refuse &amp; Cleansing Services</b>					
<b>Street</b>	<b>Zone</b>	<b>Refuse collection frequency</b>	<b>Refuse Collection times</b>	<b>Sweeping frequency</b>	<b>Number of litter bins</b>
Bayley Street	Other Retail	Daily: Mon to Fri	06:30 to 14:30	Street to be maintained to Grade B or above.	0
Charlotte Street	Other Retail	Twice a day: Mon to Sun	06:30 to 14:30 18:00 to 21:00	Street to be maintained to Grade B or above.	1
Cleveland Street	Other Retail	Twice a day: Mon to Sun	06:30 to 14:30 18:00 to 21:00	Street to be maintained to Grade B or above.	0
Conway Street	Other Retail	Weekly: Monday	06:30 to 14:30	Street to be maintained to Grade B or above.	0
Euston Road (part)	Main Retail	Daily: Mon to Sun	06:30 to 14:30	Street to be maintained to Grade B or above.	2
Fitzroy Square	Other Retail	Daily: Mon to Fri	06:30 to 14:30	Street to be maintained to Grade B or above.	4
Fitzroy Street	Other Retail	Daily: Mon to Fri	06:30 to 14:30	Street to be maintained to Grade B or above.	0
Goodge Street (part)	Other Retail	Twice a day: Mon to Sun	06:30 to 14:30 18:00 to 21:00	Street to be maintained to Grade B or above.	5
Howland Street	Other Retail	Daily: Mon to Fri	06:30 to 14:30	Street to be maintained to Grade B or above.	0
Maple Street	Other Retail	Weekly: Monday	06:30 to 14:30	Street to be maintained to Grade B or above.	0
Percy Street	Other Retail	Twice a day: Mon to Sun	06:30 to 14:30 18:00 to 21:00	Street to be maintained to Grade B or above.	1
Stephen Street	Other Retail	Weekly: Monday	06:30 to 14:30	Street to be maintained to Grade B or above.	0
Store Street	Other Retail	Daily: Mon to Fri	06:30 to 14:30	Street to be maintained to Grade B or above.	4
Tottenham Court Road (part)	Main Retail	Twice a day: Mon to Sun	06:30 to 14:30 18:00 to 21:00	Street to be maintained to Grade B or above.	15
Tottenham Street	Other Retail	Twice a day: Mon to Sun	06:30 to 14:30 18:00 to 21:00	Street to be maintained to Grade B or above.	0
Warren Street	Other Retail	Twice a day: Mon to Sun	06:30 to 14:30 18:00 to 21:00	Street to be maintained to Grade B or above.	5
Whitfield Street	Other Retail	Daily: Mon to Fri	06:30 to 14:30	Street to be maintained to Grade B or above.	3

Please note:

- Refuse and recycling collected at same time using split back vehicles.
- For cleansing standards, Grade B for litter and detritus is defined by the Environmental Protection Act 1990.
- There are approximately 52 litterbins in the BID area. This includes 11 bins in the square at the junction of Tottenham Court Road and Tottenham Street. All bins are emptied on a daily basis and cleansed up to 4 times a year, dependent on their location. Additional wash requests can be requested on an ad hoc basis.
- There are numerous on street, mini recycling sites. These are located at strategic points i.e. by bus stops and near station entrances.

### **Street Cleansing**

Veolia is required to:

- a. Develop the cleansing regime across all relevant Land Use types, including housing estates and parks and open spaces, using manual or mechanical means.
- b. Achieve Grade A standard as defined by the Environmental Protection Act 1990 on completion of any cleansing operations.
- c. Ensure that all areas covered by the Contract are maintained to Grade B or above as defined by the Environmental Protection Act 1990.
- d. Restore cleanliness to Grade A within appropriate timescales as set out in the Code of Practice on Litter and Refuse (“the Code”), and subsequent relevant legislation and guidance when the standard falls below Grade B.
- e. The rectification periods vary depending on the intensity of use of the street or land. Tottenham Court Road and Euston Road are classed as Main Retail and Commercial with a rectification period of 2 hours. The rest of Fitzrovia is classed as Other Retail and Commercial with a rectification period of 3 hours.

# Defra Cleanliness Standards

The following images, taken from Defra's Code of Practice on Litter and Refuse (pages 16 and 17) show the standards expected for Grades A to D for litter and detritus.

Set A: litter and refuse in both relevant highway and hard surface setting		Set B: litter and refuse in a soft surface setting
 <p>© ENCAMS</p> <p><b>Grade A</b> No litter or refuse</p>	 <p>© ENCAMS</p> <p><b>Grade C</b> Widespread distribution of litter and/or refuse with minor accumulations</p>	 <p>© ENCAMS</p> <p><b>Grade A</b> No litter or refuse</p>
 <p>© ENCAMS</p> <p><b>Grade B</b> Predominately free of litter and refuse apart from some small items</p>	 <p>© ENCAMS</p> <p><b>Grade D</b> Heavily affected by litter and/or refuse with significant accumulations</p>	 <p>© ENCAMS</p> <p><b>Grade B</b> Predominately free of litter and refuse apart from some small items</p>

## **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.

Veolia is required to:

Remove Graffiti, Drug Paraphernalia and Flyposting within the following minimum standards:

- all offensive Graffiti/Flyposting and Drug Paraphernalia: 24 hours; and
- all non-offensive Graffiti and Flyposting: 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. Veolia is required to:

- Empty and clean all Litter Bins, Dog Bins and Cigarette Bins on-street, on housing estates and in parks and open spaces.
- Ensure that no bin is ever more than 85% full or overflowing.
- Collect any excess Waste, Litter or spillages immediately adjacent (within a 2 metre radius) to a Litter Bin, Dog Bin or Cigarette Bin at the same time.



## **Table 2: Summary of Security Services**

### **Current Service provision**

#### **1. Police**

- Dedicated Neighbourhood Teams.
- Territorial Support Group
- Special constables
- Use of Anti-Social Behaviour powers such as dispersal orders and public space protection orders to address issues affecting the community.
- Dedicated rough sleeping/street population “SPOC” officer from August 2017.

The partnership will work with the police to maximise the deployment of resources in the BID area.

#### **2. Camden Council**

- CCTV cameras and monitoring
- The Safer Streets Team (rough sleeping/street population)
- Community Presence Officers (previously Community Wardens)
- Community Safety Officers (previously Community Intervention Officers)
- Partnership Information Hub to share information about crime and community safety.
- Camden Businesses Against Crime radio scheme and related interventions as resources allow
- Monthly Community Safety Partnership Afternoons.
- Use of Anti-Social Behaviour powers such as dispersal orders and public space protection orders to address issues affecting the community

The Council will facilitate joint working across its services where appropriate, including between the Safer Streets Teams and the Community Presence Officers. The Council will endeavour to work with the partnership and other relevant partners to support multi-agency responses within the BID area where necessary and appropriate.

### **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, or 6 monthly depending on road category as set out in the Code of Practice for Highway Maintenance Management.
- Street lighting inspections are carried out in the hours of darkness every two weeks.
- Faults identified are usually 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.

<b>NRSWA Section</b>	<b>Inspection Types</b>	<b>Purpose</b>
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)

**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)**