

OPERATING PROCEDURES

Dated 19th October 2022

THE LONDON BOROUGH OF CAMDEN

The Council

**FITZROVIA PARTNERSHIP BUSINESS IMPROVEMENT
DISTRICT LIMITED Company number 08235892**

The Bid Company

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Operating Procedures

Dated this of 2022

Between

- (1) **The London Borough of Camden** (the "Council") of Camden Town Hall, Judd Street, London WC1H 9JE; and
- (2) **Fitzrovia Partnership Business Improvement District Limited** (the "BID Company") registered as a company limited by guarantee in England with number 08235892, whose registered office is 29/30 Fitzroy Square London W1T 6LQ, United Kingdom.

Recitals

- A The Council is a billing authority for the purposes of the Local Government Act 2003 which has made BID Arrangements in accordance with section 41 of that Act and is responsible for the administration, billing, and collection of the BID Levy.
- B The BID Company is the "BID Body" for the purposes of the Regulations as defined therein and is therefore responsible for the operation of the BID and for using the BID Levy for the purposes of achieving the objectives and aspirations set out in the BID Arrangements.
- C Both parties wish to agree the arrangements by which the BID Levy shall be collected together with general arrangements as to the relationship to be established between the Council and the BID Company for the duration of the BID
- D The purpose of this Agreement is to:
 - Confirm the basis upon which the Council will be responsible for collecting the BID Levy
 - Agree enforcement mechanisms for the collection of the BID Levy
 - Set out procedures for accounting and transference of the BID Levy
 - Set out procedures for monitoring and review of the collection of the BID Levy

- Identify and agree the baseline services that are currently provided by the Council in the BID

It is agreed:

1. Definitions

Agreement means these contractual terms and conditions and schedules attached hereto.

Annual Report means a report to be prepared by the Council in accordance with clause 8.6 below which shall include, for the relevant Financial Year the following information:-

1. the Financial Accounts;
2. the total amount of BID Levy Raised;
3. the total amount of BID Levy collected;
4. the total amount of the Deductions;
5. the total amount of uncollected debit c/fwd at the end of the Financial Year
6. any proposals from the Council to help improve its efficiency in the collection and enforcement BID Levy
7. a report including a schedule of all non-paying Stakeholders existing at the end of the relevant Financial Year and the enforcement action taken or to be taken by the Council in respect of such Stakeholders

Bad or Doubtful Debts means those sums which are recorded as bad or doubtful debts by the Council as a result of non-payment of the BID Levy by Stakeholders in accordance with the Council's usual accounting practices

BID means the Business Improvement District which operates within the area highlighted on the map in Schedule C and which is managed and operated by the BID Company

BID Arrangements means the arrangements attached hereto at **Schedule B** as amended from time to time in accordance with the conditions stipulated therein and the Regulations

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

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

Taxation Manager means the Council officer responsible for the implementation of the Council's obligations under (and the management of) this Agreement

Chief Finance Officer means the officer designated with responsibility for the financial administration of the Council under section 151 of the Local Government Act 1972

Contract Standard means in relation to the performance of any of the Services, carrying out such Service(s) in accordance with all relevant provisions of this Agreement and in compliance with all relevant Acts of Parliament, Statutory Regulations, Orders and Codes of Practice in operation from time to time

Data Protection Legislation means all applicable data protection and privacy legislation, regulations and guidance including Regulation (EU) 2016/679 (or, in the event that the UK leaves the European Union, all applicable legislation enacted in the UK in respect of the protection of personal data) (the "General Data Protection Regulation" or "GDPR") and the Privacy and Electronic Communications (EC Directive) Regulations 2003;

Deductions means the agreed administrative fee, relief, write offs, losses, refunds, hardship relief awarded, enforcement income collected in accordance with **Schedule A** and Bad or Doubtful Debts together with all other sums agreed with the BID Company as the Council may deduct from the BID Levy in accordance with paragraph 2 of Schedule 3 of the Regulations

Enforcement Notice means a notice to be served on the Council by the BID Company for failure to enforce payment of the BID Levy as specified in Clause 7

Force Majeure means any cause materially affecting the performance by a party of its obligations under this agreement arising from any act, events, omissions, happenings or non-happenings beyond its reasonable control including, without limitation, acts of God, strikes, lock-outs or other industrial disputes, war, riot, fire, flood or any disaster affecting either one of the parties hereto or a third party for which a substitute third party is not reasonably available;

Financial Accounts means a statement of all debits and credits made to the BID Revenue Account by the Council for the relevant Financial Year in accordance with Schedule 3 of the Regulations including the total Payable BID Levy for that Financial Year.

Financial Year means the financial year for the Council which runs from 1st April to 31st March

First Demand Notice means the notice to be served on the relevant non-paying Stakeholder by the Council pursuant to Clause 7.1

Monitoring Group means the group to be set up to monitor the collection and enforcement of the BID Levy such group to consist of relevant Council officers and representatives from the BID Company as set out in the BID Arrangements

Operational Date means the date upon which the successful ballot result has been declared in favour of putting in place the BID Arrangements or the date of this Agreement, whichever is the later.

Payable BID Levy means the balance (in cleared funds) of the BID Revenue Account plus all credits and less all debits and Deductions made or to be made by the Council in accordance with Schedule 3 of the Regulations and this Agreement

Quarter means a period of three months from the start of each Financial Year and every period of three months thereafter

Raised means sums calculated and to be demanded by the Council as being due and payable by Stakeholders in accordance with Schedule 4 of the Regulations and "Raise" shall be construed accordingly

Regulations means the Business Improvement Districts (England) Regulations 2004 as amended from time to time

Second Demand Notice means the notice to be served on the relevant non-paying Stakeholder by the Council pursuant to Clause 7.1

Services means the services to be provided by the Council in accordance with this Agreement and described in **Schedule A**.

Stakeholders means the non-domestic rate payers liable to pay the BID Levy as identified in the BID Arrangements

Term means the term of the BID Arrangements as stipulated within that document and attached to this Agreement at **Schedule B**.

VAT means United Kingdom value added tax or similar tax which may be imposed in place from time to time

2. Statutory Authorities

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 and Term

1. This Agreement is conditional on and shall not take effect until the Operational Date
2. Following the Operational Date this Agreement shall continue in full force and effect for the duration of the Term **5 years**.

4. Good faith Obligations

1. Both parties will act in good faith towards each other in relation to all matters arising under this Agreement and in particular (without failure to comply with the same amounting to a breach of contract) each party shall inform the other fully and as soon as reasonably possible of any circumstances of which it becomes aware which might lead to a necessity for a change to this Agreement, a

potential dispute or any other circumstance of which both parties should be aware.

2. Any approval, act, omission, decision, requirement, agreement or any other step of any kind taken by or on behalf of either party shall be so taken reasonably and in good faith and any reference (express or implied) to period, time, occasion, amount, price or any other matter shall be subject to the qualification of reasonableness, unless the context otherwise requires.

5. Payment for the Services

1. The Council's charge for the provision of the collection of the BID levy will be £65.00 (Sixty-Five Great British Pounds) (excluding VAT) per hereditament per Financial Year that sum to be increased or decreased in subsequent years by the proportionate increase or decrease in RPI during the previous year.
2. Invoices will be issued for payment at the start of the Financial Year. If a BID Company comes into operation after the start of the Financial Year, an invoice shall be issued on the Operational Date and thereafter at the start of the Financial Year. For the avoidance of doubt, the charges relate to the Services for the forthcoming Financial Year and must be paid in advance of receiving the Services.
3. Following receipt by the BID Company of a valid VAT invoice, payment of that invoice will be due together with VAT thereon within 14 days of the date of the invoice. If payment is not received within 14 days, the Council will send a reminder notice, giving the BID Company an additional 14 days in which to make full payment of the invoice.

Should the Council not receive full payment of the invoice by the end of the period set out in the reminder notice, the Council reserves the right to suspend the provision of Services to the BID Company until full payment of the invoice is received by the Council.

VAT in respect of BID Levy

4. All payments of Payable BID Levy made from the Council to the BID Company under the terms of this Agreement shall be exclusive of VAT chargeable in respect of the implementation of the BID Arrangements for which the payment of Payable BID Levy is consideration and such VAT shall be added to the amount thereof and paid in addition thereto upon production of a proper VAT invoice by the BID Company.

6. Enforcement Procedures by the Council for payment of the BID Levy

1. In the event that the BID Levy is not paid by a Stakeholder by the date specified within a demand notice, the Council shall instigate enforcement action against such non-paying Stakeholder in accordance with **Schedule A**
2. Subject to the proviso in Clause 6.3 below where the Council instigates Court action as required in accordance with Schedule A, it shall do so at its own expense and such costs and expenses shall not be a Deduction for the purposes of this Agreement unless and until such time as the Council successfully recovers such costs and expenses from the relevant Stakeholder on behalf of the BID Company at which time the relevant Deduction shall be the sum recovered in respect of the Council's costs in bringing the Court action
3. Where in the course of Court action as required in accordance with **Schedule A**, a case has been (i) contested set aside or listed for a separate hearing or (ii) where a complex point of law is raised in proceedings fees incurred by the Council in instructing external counsel who in the reasonable opinion of the Council are reasonably required to manage such a case or advise on such complex point of law shall (notwithstanding Clause 6.2 above) be a Deduction (i) at the point such fees are incurred by the Council (ii) regardless of whether such fees are subsequently successfully recovered from the relevant Stakeholder ALWAYS PROVIDED that in the event that the Council subsequently recovers such counsels fees from the relevant Stakeholder on behalf of the BID Company an adjustment shall be made and such recovered element of Counsel's fees shall be paid to the BID Company

7. BID Company Recourse in event of non-collection of BID Levy by the Council

1. In the event that the Council fails to enforce payment of the BID Levy in accordance with clause 6.1 above and Schedule A the BID Company shall serve an Enforcement Notice on the Council (such notice to be copied to the Monitoring Group) requesting that:-
 1. it serve a First Demand Notice;
 2. it serve a Second Demand Notice; or
 3. it commence court proceedings pursuant to clause 6 above and Schedule A.

Within 14 days of receipt of such Enforcement Notice the Council shall provide written confirmation of the action taken or to be taken (including timescales for the implementation of such action) to recover the unpaid BID Levy to the BID Company and the Monitoring Group

2. If after serving an Enforcement Notice the Council fails to take the requested action within the specified time frame the BID Company shall inform the Monitoring Group of the Council's failure to act and request that the Monitoring Group arrange a meeting between the Monitoring Group and the BID Company and relevant Officers of the Council in order to achieve a solution and/or agree a strategy to recover the outstanding sum. Such strategy shall include a time frame within which action will be taken by the Council to recover the unpaid sum or sums.
3. If after serving an Enforcement Notice and attending the meeting arranged by the Monitoring Group pursuant to clause 7.2 the Council fails to take the requested action within the time frame agreed during the said meeting then the BID Company shall serve an Appeal Notice to the Chief Finance Officer and Chief Executive of the Council, such notice shall:-
 1. Detail the sum/s which remain unpaid.

2. Confirm that the Council has failed to use the enforcement mechanisms available to it under this Agreement to recover the sum; and
 3. Request that a meeting take place between the relevant officers of the Council and BID Company to achieve a solution and/or agree a strategy to recover the outstanding sum such meeting to take place in any event no later than 28 days from service of the Appeal Notice
4. Where the Council fails to attend the meeting specified at clause 7.3 (iii) above; or fails to implement any action plan agreed at that meeting within a period of 14 days from the date of the meeting the Council shall use its best endeavours and take all necessary steps required of it by the BID Company to enable the BID Company to enforce collection of the BID Levy which may include the appointment of the BID Company as its agent and/or the grant to the BID Company of the conduct of any litigation and enforcement on behalf of the Council.
5. In the event that:
 1. the BID Company is unable to take steps to enforce the BID Levy itself by any method; and
 2. the Council has failed to use its best endeavours or take all necessary steps to assist the BID Company in enforcing the BID Levy itself; and
 3. the total outstanding sum remaining unpaid as a consequence of the failure of the Council to take the appropriate action exceeds 5% of the total BID Levy for that Financial Year; then

the Council will pay to the BID Company from its own resources and on written demand from the BID Company the outstanding sums for which the Council has failed to enforce payment in accordance with this Agreement up to a maximum sum of £30,000 provided that nothing within this clause 7.5 shall prevent or limit any other claim or remedy the BID Company may have against the Council in tort for breach of statutory duty.

8. Accounting Procedures and Monitoring

1. Within 1 month from the Operational Date the Council and BID Company shall form the Monitoring Group which shall include the following representatives:
 1. from the BID Company, the BID Company's Representative and Programme Co-ordinator (Finance); and
 2. from the Council, the relevant representatives from the Regeneration, Business Development Manager and Finance Sections as appropriate and the Taxation Manager
2. Each week thereafter the Council shall provide the BID Company with a report which shall include:-
 1. the BID Levy due and payable by each Stakeholder together with details of any refunds or credits owed by the Council to any Stakeholder
 2. the amount of BID Levy collected from each Stakeholder;
 3. details (together with the outstanding unpaid sum) of those Stakeholders who have not paid the BID Levy together with the Council's enforcement action or intended enforcement action in respect of such Stakeholders;
 4. summary details of any unpaid sums due to the Council from the BID Company;
 5. information on any changes in the occupation of hereditaments liable to BID Levy and on any new Stakeholders.
 6. The balance then standing to the credit of the BID Revenue Account
 7. The sum being retained in the Bid Revenue Account for the time being in respect of Bad or Doubtful Debts

3. An annual review meeting in February shall be arranged by both parties for the Monitoring Group to meet for the purposes of:-
 1. reviewing the effectiveness of the collection and enforcement of the BID Levy from the information made available pursuant to clause 8.2 above; and
 2. reviewing the progress in achieving the objectives set out in the BID Arrangements
- 8.4. The person attending the quarterly meetings shall be members of the Monitoring Group together other appropriate officers depending upon the matters discussed
- 8.5 Both parties will also attend regular liaison meetings. Review of performance will be a standing item on the agenda. These meetings will have minutes taken and progress will be reported to the Taxation Manager and the BID Company member in charge of the implementation of this Agreement.
- 8.6 Within 1 month from the end of the Financial Year the Council shall provide the Annual Report to the BID Company.

9. BID Company's Representative

1. The BID Company's Representative shall be such person nominated in writing by the BID Company from time to time to act in the name of the BID Company for the purposes of the Agreement.
2. From time to time the BID Company's Representative may appoint one or more representatives to act for the BID Company's Representative generally or for specified purposes or periods. Immediately any such appointment is made, the BID Company's Representative shall give written notice thereof to the Council.

10. The Council's Obligations

1. The Council shall, subject to this Agreement, carry out the Services in compliance with the Agreement. The Council shall proceed with all due expedition and diligence when demanding and collecting BID Levy from Stakeholders.

2. The Council shall administer the BID Revenue Account in accordance with good accounting practice and the Regulations and on receipt from the BID Company of a properly vouched invoice shall, subject to the Regulations, make payment to it within 28 days thereafter by BACS from the balance in the BID Revenue Account after due allowance has been made for Bad or Doubtful Debts.
3. At all times the Council shall provide the Services described in the Agreement with: reasonable skill, care and diligence; the utmost good faith; and to the Contract Standard set out herein and, subject as aforesaid, to the reasonable satisfaction of the BID Company's Representative.
4. The Council shall inform the BID Company's Representative promptly and confirm in writing if the Council is unable or fails to provide the Services or any part thereof, or if the Council is aware of anything of whatsoever nature which may hinder the Council from complying with the Agreement giving details of the circumstances, reasons and likely duration. The provision of information under this Clause 10.4 shall not in any way release or excuse the Council from any of its obligations under the Agreement.

11. Audit

1. For the purpose of conducting any audit investigation of the Agreement, each party shall throughout the Term provide all facilities and allow full access to the other or its auditors to:
 1. all offices and premises for the purpose of inspecting records and documents in its possession, custody or control in connection with the Services;
 2. all technology, resources, systems and procedures used or proposed to be used in connection with the provision of Services; and
 3. interview its staff and officers.

12. Assistance in legal proceedings

1. If requested to do so by the Taxation Manager or the BID Company's Representative, each party shall provide the other with any relevant information

in connection with any legal inquiry, arbitration or court proceedings in which the Council or the BID Company may become involved or any relevant disciplinary hearing internal to the Council or the BID Company and shall give evidence in such inquiries or proceedings or hearings, arising out of the provision of the Services. The reasonable costs and expenses of and occasioned by provision of such assistance shall be paid by the requesting party unless the inquiry, proceedings or hearings arose from the acts, defaults, omissions or breaches of the party providing assistance.

13. Confidentiality

1. To the extent permissible under the Freedom of Information Act 2000 and other statutory requirements, both the Council and the BID Company 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 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.

14. Notices

1. Any notice or other written communication to be served or given to or upon any party to this Agreement to the other shall be in writing and shall be sent to the address provided for above or such substitute address in England as may from time to time have been notified by that party.
2. A Notice may be served by;
 1. delivery to the Taxation Manager at the Council's address;
 2. delivery to the Company Secretary at the BID Company's address specified above
 3. registered or recorded delivery post.

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.

15. Intellectual Property Rights

1. Copyright in all documents provided by either party to the other in connection with this Agreement shall remain vested in the party who provided them.
2. Where under Clause 15.1 copyright remains vested in the Council, the BID Company shall have unrestricted licence to use such document for all purposes envisaged by or arising under this Agreement.

16. Health and Safety

The parties shall at all times comply with the requirements of the Health and Safety at Work, etc. Act, 1974, the Management of Health and Safety at Work Regulations 1992 and all Orders or rules of law pertaining to health and safety.

17. Equal Opportunities

Each party shall do all it reasonably can to seek the elimination of all forms of discrimination in its employment practices, ensuring that in the management and provision of its services no person is discriminated against whether directly or indirectly or by way of victimisation or harassment in relation to sex, religion, race, disability, colour, nationality, ethnic or national origins, marital status, maternity, paternity, gender reassignment, age, part time or temporary status and sexual orientation and shall comply with all relevant provisions of the Equality Act 2010 together with any applicable anti-discrimination legislation

18. Data Protection

The parties shall: (1) comply with the provisions of the Data Protection Legislation so far as applicable (2) comply at all times with guidance from the Information Commissioners Office; (3) shall indemnify each other against all actions, costs, expenses, claims, proceedings and demands which may be brought against the other party for breach of statutory duty under the Data Protection Legislation which arises

from the use disclosure or transfer of personal data by the other party or its servants or agents (4) .the BID Company shall with reference to the Council's data protection policies not perform its obligations hereunder in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation or the terms of Council policies and best practice.

19. Force Majeure

1. Either party shall notify the other in writing of any Force Majeure event as soon as it shall be aware of it.
2. Neither party shall be in breach of the Agreement by reason of any Force Majeure event. Each party shall bear their own cost arising as a consequence of the Force Majeure event.
3. Both parties shall use all reasonable endeavours to secure the resumption of the Services at the earliest possible opportunity following a Force Majeure event.

20. Whole Agreement

1. The Agreement constitutes the whole agreement and understanding of the parties as to the subject matter hereof and there are no prior or contemporaneous agreement between the parties with respect thereto.

21. Miscellaneous

1. For the avoidance of doubt where any part of this Agreement is incompatible with the Regulations or any other regulations, which the Secretary of State may issue pursuant to Part IV of the Local Government Act 2003 then such part shall be struck out and the balance of this Agreement shall remain
2. The headings appearing in this Agreement are for ease of reference only and shall not affect the construction of this Agreement

3. For the avoidance of doubt the provisions of this Agreement (other than those contained in this Clause) shall not have any effect until this document has been dated
4. References to the Council includes any successors to its functions as local authority
5. References to statutes, bye laws, regulations, orders, delegated legislation shall include any such instrument re-enacting or made pursuant to the same power

22. Exercise of the Council's Powers

1. Nothing contained in this Agreement or implied in it shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes bye-laws statutory instruments orders and regulations in the exercise of its functions as a local authority.

23. Contracts (Rights of Third Parties)

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

24. Arbitration

1. The following provisions shall apply in the event of a dispute:
2. Where a complaint is made against either party or a dispute arises in relation to any part of this Agreement which appropriate representatives of the parties fail to resolve within a reasonable period of time (complaints or disputes should be resolved at the lowest level, wherever possible), the matter shall be referred in writing to the Council's Chief Finance Officer (or if the Council deems appropriate the Chief Executive) and the Chairman of the BID Company. These parties shall then meet and use all endeavours to resolve the issue or dispute.

3. Where any dispute is not resolved in accordance with clause 24.2 above within 28 days of referral to the same, it shall be referred to arbitration before a single arbitrator.
4. The parties shall jointly appoint the arbitrator not later than 28 days after service of a request in writing by either party to do so.
5. If the parties are unable to agree within 28 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.
6. In the event of a reference to arbitration the parties agree to:
 1. prosecute any such reference expeditiously and
 2. 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
7. The award shall be in writing signed by the tribunal and shall be finalised within 21 days
8. The award shall be final and binding both on the parties and on any persons claiming through or under them

25. Amendments

1. Other than in respect of amendments to the BID, the BID Arrangements and/or the BID Levy in accordance with the Regulations (the definitions of which within this Agreement shall be amended to refer to the revised BID, BID Arrangements and/or the BID Levy) no amendment to this Agreement or Schedules shall be binding unless it is in writing and signed by the duly authorised representatives of the Council and of the BID Company and expressed to be for the purpose of such amendment.

26. Reciprocal Indemnities

1. The BID Company shall be liable for and shall fully and promptly indemnify and keep indemnified the Council, its employees and agents, against all liabilities, demands, proceedings, damages, costs, losses, claims, charges and expenses whatsoever in any way arising out of or in connection with:
 1. the management of the BID by the BID Company; and
 2. the injury to, or death of, any person howsoever arising whether in contract, tort or otherwise except and to the extent that it may arise out of the act, default or negligence of the Council.
2. The Council shall be liable for and shall fully and promptly indemnify and keep indemnified the BID Company, its employees and agents, against all liabilities, demands, proceedings, damages, costs, losses, claims, charges and expenses whatsoever in any way arising out of or in connection with:
 1. a failure of the Council in the provision of the Services (other than a failure by the Council to take the steps and actions referred to in clauses 6.1 and 7 to enforce the BID Levy for which liability shall be limited in accordance with clause 7 above); and
 2. the injury to, or death of, any person howsoever arising whether in contract, tort or otherwise except and to the extent that it may arise out of the act, default or negligence of the BID Company.
3. Both parties shall ensure that they have appropriate insurances in place to cover their potential liabilities under this Contract and in particular the BID Company shall maintain, continue to maintain throughout the Term, and provide reasonable evidence thereof to the Council, Public Liability Insurance up to a minimum level of cover of £5 million in respect of any one incident.

27. Applicable Law

1. This Contract is governed by and interpreted in accordance with English Law, and shall be subject to the exclusive jurisdiction of the English Courts.

IN WITNESS hereof:

EXECUTED as a Deed by the parties on the date which first appears on this instrument



THE COMMON SEAL of)
LONDON BOROUGH OF CAMDEN was hereunto)
affixed in the presence of:)



R. Hiley order

..... Authorised Signatory

EXECUTED and DELIVERED as a DEED By)
FITZROVIA PARTNERSHIP BUSINESS)
IMPROVEMENT DISTRICT LIMITED)
in the presence of:)

DAW White

..... Director/Secretary

[Signature]

..... Director

[Signature]

SCHEDULE A – 2022 – 2027

The Fitzrovia Partnership BID Ltd: Arrangements 2022-2027

A. OVERVIEW

1. GENERALLY

- 1.1 The Council has specific responsibilities under BID legislation. However, it also owes a duty to the BID Company. Both the Council and the BID Company can assist each other through the manner in which each party discharges its own duties. This document sets out the responsibilities, practices, and standards by which the Council will provide the Services and also those of the BID Company, and the arrangements for monitoring and reviewing these.
- 1.2 The two organisations will therefore work as partners in the administration of the BID, with the joint goal of providing BID Payers with the best service possible. Both parties will recognise the key role of the other and assist one another in achieving this.
- 1.3 The Council will ensure that sufficient staff resources are allocated to the Services and to ensure that these are dealt with within the timeframes set out in legislation, as agreed with the BID Company or this Agreement.
- 1.4 The Council will make all reasonable efforts to ensure that the Software remains free from all known faults, programming errors and other related defects.
- 1.5 The Service shall cover all aspects of BID administration, billing, collection and enforcement, including determining liability, rebates and/or hardship relief as well as decisions on bad or doubtful debts.
- 1.6 The Service will include the production and printing of BID output, including bills and relevant account reports. The Service will also include print distribution and form design.
- 1.7 The Council will also be responsible for the appropriation of payments, reconciliation of cash received/transferred to the Civica system and transfers made to the BID Revenue Account, as well as liaison with the Nat West Bank.
- 1.8 It will also be responsible for providing representation at Court for all court hearings relating to liability orders, as well as in cases concerning Enforcement Agent redress. Should an action for Replevin be instigated in the County Court, again the Council will provide legal representation. In all cases the Council will be responsible for the preparation of the relevant evidence.

If the BID Operator fails to comply with its statutory obligations in administering the BID, resulting in a Court challenge, under those circumstances, the BID operator will be directly responsible for covering the cost of defending such action.

2. BID REVENUE ACCOUNT AND PAYMENT OF THE BID LEVY

- 2.1 Immediately upon the Operational Date (or in any event within 30 days thereafter) the Council shall comply with the relevant legislation and have a BID Revenue Account in place

- 2.2 Immediately upon the Operational Date (or in any event within 7 days thereafter) the BID Company shall provide the Council with details of its own bank account into which the BID Levy shall be transferred from the BID Revenue Account.
- 2.3 On each Payment Date (or as soon as possible thereafter, and subject to the prior receipt of a valid invoice) the Council shall transfer to the BID Company via a bank automated clearing system at least 90% of the Payable BID Levy and shall notify the BID Company in writing that such transfer has taken place.
- 2.4 The Council may retain up to 10% of the Payable BID Levy in order to satisfy any refunds that may be required in the following Financial Year as a result of fluctuations in rateable value or successful appeals against liability by BID Payers. In the event that the Council incurs liability to refund sums in excess of 10% of the Payable BID Levy in any Financial Year the excess shall be a Deduction for the purposes of calculating the next Payable BID Levy
- 2.5 Within 20 working days following the expiry of the relevant Financial Year the Council shall then transfer to the BID Company the remaining 10% of the Payable BID Levy for that Financial Year

B. CASH COLLECTION

3 GENERALLY

- 3.1 Cash flow and collection rates are mutually dependent. Poor collection rates create cash flow difficulties, while delays in recovery and enforcement not only cause cash flow losses but make eventual collection more difficult.
- 3.2 Effective collection of BID Levy involves the successful integration of many interdependent activities. The following have a particular importance and will enable the Council to maximise collection of the BID levy.

4 BILLING

- 4.1 Cash flow and collection levels are primarily affected by when the Council sends out bills. The Council will therefore ensure that accurate bills are despatched by agreed dates in order to meet the earliest possible dates for payments (i.e., 1st May of each Financial Year) to maximise the BID Company's cash flow.
- 4.2 The Council will be responsible for ensuring that annual and one-off bills are despatched on time. End of year planning will commence in January, and will involve liaising with BID Company's Representative, attending pre-planned end of year meetings regarding the possible amendment of the BID Levy for the coming year as well as the production, printing, enveloping and posting of the bills.
- 4.3 Bills and adjustment notices issued throughout the year will be automatically produced by the Council's Civica Sundry Debtors system. Billing batch runs will run weekly. All bills will give a precise breakdown of liability, with separate bills being produced for each BID year. Apart from being clear, the bills will also include explanatory information as may be required under the BID arrangements.

4.4 Early billing is crucial as it:

Will convey the fact that the Council and the BID Company are professional and efficient organisations

- improves cash flow
- front-loads work, allowing reminders and other recovery action earlier in the year

5 – INSTALMENTS, CORRESPONDENCE and BACKLOGS

5.1 The Council will ensure that BID Payers are supplied with information in order to make payments directly to the Council in accordance with the BID Arrangements.

5.2 Payment frequencies allowed will be those set out in the arrangements for the BID. The Council may consider allowing instalments in excess of the time limits allowed by the BID Arrangements, but only in exceptional cases where this improves the chance of collection.

5.3 The Council will liaise with both cashiers and creditor sections in order to ensure cash is expeditiously credited. Where payments cannot be allocated due to lack of information, the Council will contact the relevant BID Payers or their bankers in order to overcome this.

5.4 Where collection levels are poor, this is normally due to excessive backlogs of work, which result in repeat correspondence, complaints and ultimately delay in payment until such a time as the enquiry has been addressed and a response sent. The Council will therefore always strive to work within the performance standards set out in Table 1 below and try and eliminate the detrimental effect that non-compliance would otherwise cause.

Table 1

KEY PERFORMANCE INDICATORS

(A) Response to Customer

Target	Performance Indicator
95%	% of communications acknowledged within 5 working days
100%	% of communications answered within 10 working days

(B) Response to Customer 2

Target	Performance Indicators
100%	% of telephone calls answered within 5 rings

(C) All Other Work

Target	Performance Indicators
100%	% of occupations/vacations updated within 10 days of information being received
100%	% of bills or adjustment notices sent within 10 working days of relevant information being received giving rise to the documents
90%	% hereditament changes received from the valuation office applied within 10 working days
100%	% hereditament changes received from the valuation office applied within 30 working days
100%	Recovery action to have been instigated against non-payers within 30 days of due payment date for non-payers
100%	Court action to have been commenced within 60 days of due payment date for defaulters

(D) Management Information Requests

Target	Performance Indicators
100%	BID Levy Debit and collection statistics provided weekly via reporting provisions.
100%	Full financial details of all BID Levy payers to be provided weekly, reports to include information showing how much they were charged, how much paid to date, how much is still owed, as well as recovery status and hereditament liability details, including property address and rateable value.
100%	Information issued regarding recovery action planned for non-payers, issued in accordance with the recovery timetable. This will be supplied by the NNDR team leader to an appointed representative from the BID operator.

6 MAINTAINING AND UPDATING RECORDS

6.1 The Council will ensure its records are up to date and ensure that the proper person is billed. Poor quality records lead to the wrong BID Payers being billed. Billing the wrong BID Payers reduces the collection rate and can lead to wasted recovery and enforcement action. The Council will ensure that checks are carried out each financial year to ensure that any new development on streets

identified as being in the BID, but not present as at the time of ballot are added accordingly.

6.2 The Council will ensure that record keeping, and recovery and enforcement work are linked, particularly where no payments have been received and where there has been no positive contact with the BID Payer concerned. This will be achieved by having designated staff resources allocated specifically to this Contract to deal with this BID and ensure that (where permissible) any intelligence held by both the Council and the BID Company is shared and actioned.

6.3 Deliberate non-payment undoubtedly will exist, but bills are unlikely to be paid if they have been sent to incorrect addresses or to BID Payers who left some time ago. BID Payers who wish to query their bill may also delay payment. The Council will therefore identify cases where there has been no payment of any sort in the current or previous Financial Years, and where there has been no other contact from the BID Payers. The Council will check records and make enquiries, as part of recovery work rather than routinely pass all liability orders to external Enforcement Agents on the assumption that the database is correct.

6.4

The Council is also very aware that the database is not static. The Council will ensure the database is amended when liability alters, for example when a BID Payer stops trading and vacates. The Council will use a variety of sources of information to identify such changes apart from notification of changes in address sent by BID Payers. These sources may include a physical inspection of the property by Council staff, a land registry or company search via our solicitors.

6.5 The Council accepts that BID Payers may also abscond deliberately. The Council recognises the importance of accurately recording the actual collectable arrears, and where the BID Payer disappears without trace, the Council will write off the debt as irrecoverable. Likewise, the Council will write off credits where the whereabouts of the

BID Payer is also unknown but offset this against w/off's of irrecoverable debt to minimise losses to the BID Company.

6.6

Where reviews are applicable, such as in the case of properties not being deemed to be included in the BID scheme, the Council will provide the BID Company with whatever information is necessary and within its means to allow the BID Company to conclude either way on completion of the review.

This may be by way of confirmation of empty/occupied status, confirmation that property is/is no longer occupied by a charity or a particular type of trader or confirmation as to what latest description classifies the property. The Council will also provide a copy of the latest Valuation List electronically on request and work with the BID Company's Representative to build up reports to provide the relevant data as may be necessary to build policy or provide management information as may be required.

6.7

In accordance with the BID Operator's business plan, if proposed, the Council will operate the "Closed Financial Year Rule". This ensures that the BID levy charge can only be adjusted between 1 April and 31st March of the given financial year in accordance with any rateable value schedules issued by the VOA for the same period.

Following the end of the financial year (31st March) the BID will ignore any subsequent rateable value schedules altering the rateable value list retrospectively for the BID area and will apply changes to the financial year in which the rateable value schedule was received only, if applicable.

This means that no rebates are given for reductions other than those that occur in the financial year itself and likewise with increases, once a BID financial year comes to an end. This will also apply to deletions, new assessments, splits and mergers

7 - RECOVERY AND ENFORCEMENT

7.1 Recovery and enforcement begins with the issue of a Final Notice and can end as a last resort with insolvency proceedings. The planning and implementation of activity runs such as finals and summonses, will need to be established in liaison with the BID operator and ensure stability in cash flow, to enable the Council to maximise collection of the BID levy.

7.2 The Council will provide the BID Operator with a minimum of 5 working days' notice of its intention to issue a Final Notice or Summons, giving them the opportunity to decide whether to commence further recovery action. The Council will not take this decision unilaterally.

BUSINESS RATES BIDS LEVY

3. Final Dates

The BID Operator will always be advised 5 working days in advance of our intention to issue Final Notices and will have the opportunity to either prevent them from being issued or advise of specific cases that they want pulled.

3.1 The effective use of this process will;

Ensure early action against arrears cases

3.1.1 ensure early contact with current year debtors

3.1.2 minimise the need to move to the next stage

3.1.3 balance the administrative costs of recovery and enforcement against cash flow savings and increased collection rates

3.1.4 distinguish BID Payers who are able to pay via a budget scheme from those suffering from insolvency and likely to fold

3.1.5 try and clear a current year's debt within the year wherever possible, but make realistic payment arrangements and carry these into the next year, if necessary

3.2 The Council will also be innovative in its approach. If necessary, the Council will use profiling in order to take additional or earlier action against those BID Payers with late payment histories or those who refuse to pay.

4 Final Notices

4.1 Will be issued ad-hoc and will cover all defaulters except those excluded on purpose, e.g., those who have written in and have not yet, at the time of the final run, had a reply. Suppressed cases will be strictly monitored in order that action is not inhibited unnecessarily and in order to pursue payment immediately queries are resolved. This will increase cash flow as recovery action will then be taken against the full outstanding rate to 31 March.

4.2 All BID Payers with outstanding debts in February will have a reminder issued against their accounts, unless otherwise dictated by the Operator. If the debt remains unpaid and is carried forward into the new Financial Year as arrears, this action will ensure that they can be picked up on the earliest possible summons run in the new Financial Year and therefore should ensure early collection of arrears.

5 SUMMONSES

5.1 The Council will apply for a summons about three weeks after sending a final notice in order to apply for a liability order. The Council could apply for summonses earlier but will always make a conscious effort of running a "pre-list" immediately after the statutory 14-day limit for payment elapses and between 5 to 10 days before the date of application for summonses. The "pre-list" allows the Council to carry out pre-summons checks therefore ensuring summonses are not issued where there are outstanding enquiries. This will also be issued to the BID operator by the NNDR Team Leader.

5.2 The Council is very aware that with arrears cases it is crucial to take decisive action early as otherwise the probability of actual collection starts to reduce as the debt gets older. In view of this, the Council's proposed recovery timetable allows for a summons run specifically for arrears cases early in the new financial year.

5.3 For those arrears cases not included in the first summons run, the computer system provided by the Council will allow for recovery action throughout the year.

6 POST LIABILITY ORDER ACTION

6.1 The issuing of a summons leads to payment or persuades the debtor to contact the Council in a minority of cases. Once a liability order is issued by the local court, the Council will have a range of options to choose from in order to enforce payment.

6.2 It will always be the Council's preferred option to obtain payment by agreement, preferably in a lump sum. If this is not feasible the Council will (if the debtor's cooperation is obtained) agree to payment by instalments.

6.3 If the debtor breaks the arrangement the Council will refer the matter to Enforcement Agents. The Council acknowledges that enforcement is an ineffective way of recovering debts, but from past experience, has learnt that the threat of enforcement can be a powerful incentive to pay

- 6.4 The Council will always check for other liability orders obtained against the same debtor and whether they are still being enforced in which case they will always be linked.
- 6.5 The Council will not write to debtors having obtained the liability order. If contact has not been made, the BID operator has the option to chase debtors for payment by contacting them directly. Having issued a summons, if the debtor fails to pay the debt, the Council can refer the matter to our Enforcement Agents, without any further reference to the debtor.
- 6.6 If the Enforcement Agents return the liability order due to the BID Payer having ceased to trade and/or moved away without trace, the Council will carry out checks as to their whereabouts by using all tracing methods at its disposal.
- 6.7 Where Enforcement Agent action fails and the forwarding address of the BID Payer is known, the Council will endeavour, if circumstances and resources are permitting, to either refer the case to our nominated solicitors to instigate insolvency proceedings as a recovery tool. In this respect, and due to the large costs involved, the Council will always contact the BID Company and obtain its agreement to proceed first.
- 6.8 In the case of individual BID Payers, the Council will obtain information necessary to progress matters, where the BID operator agrees.

7 TELEPHONES

- 7.1 The most common means of communication with BID Payers will be by telephone. Apart from good telephone practice and procedures, the best tool to deal with the volumes received by the Council is an effective exchange system enhanced with the latest automated call distribution system. The Council will provide such a system, the Mitel automated call distribution system.

8 GOOD USE OF IT

- 8.1 The Council acknowledges that IT can be used to improve staff utilisation and to provide management information to support the recovery process as well as to improve collection levels.
- 8.2 The system supplied by the Council's IT contractors will have a specific BID module, covering specific billing, recovery, and management areas to account for BID Levies.
- 8.3 The system provides enhanced management information, which can be used to target recovery and enforcement action more effectively, for example by ensuring the Council does not apply for the issue of summonses where correspondence has not yet been replied to.

9 CUSTOMER CARE

- 9.1 Good communication with BID Payers, such as clear bills and prompt responses to enquiries, is more important than a simple courtesy call. The Council will therefore help BID Payers to understand the system, which will lead to improved cash flow and collection levels and reduce administrative effort.
- 9.2 The Council will design and provide BID Levy notices in a standard consistent with the Plain English Campaign.

- 9.3 The Council will ensure that it always has up to date collection and recovery procedures that integrate and complement customer care objectives. This will be enhanced by the setting of clear standards for high quality communication with BID Payers which will convey professionalism.
- 9.4 Council staff will receive continuous on-the-job training in order that they are updated with changes in legislation, policy, procedure, and all computer systems, so that they are able to respond to BID Payers in an efficient and professional manner.

10 EFFECTIVE MANAGEMENT

- 10.1 Good management is essential in order to achieve and maintain high collection rates and administrative efficiency. Although the BID Levy collection service will be a small part of the work the Council will do, all officers will work on BID accounts as part of their daily duties and follow the requirements of the legislation and agreements in place with the BID Company to ensure adherence to all policies and standards agreed.
- 10.2 The Council will set detailed targets for all individual staff and collect the relevant information and examine it frequently. This will help identify and respond to problems as they appear.

11 STAFFING & ACTIVITY LEVELS

- 11.1 The Service currently benefits from 7 full time staff members, who make up the staff within the Council's Business Rates section. The Contract Manager will liaise directly with the BID Company's Representative regarding policy issues and management information and there will be a Senior Valuation Officer who will manage the BID account properties as well as all other officers who can provide help and information on an as and when basis.

12 SUMMARY

- 12.1 All of the above-mentioned action will ensure that cash collection is as efficient as possible. If it is perceived that collection rates are about to fall, the Council would, after consulting and discussing the problem with the BID Company, carry out the following:
- increase reminder frequency
 - liaise with the local court with a view to obtaining additional court dates
 - target large debt accounts
 - reduce time allowed for post liability order payment arrangements
 - immediately pass liability orders to Enforcement Agent after they are issued by the Court
 - instruct Enforcement Agents to fully collect outstanding monies on individual cases quicker

- ensure that the only pre-recovery instalments allowed are those in accordance with legislation

C. ACCOUNT MANAGEMENT, RECOVERY AND ENFORCEMENT

1. GENERALLY

- 1.1. This section sets out how the Council would deliver the various elements of the Service.
- 1.2. The Council's Business Rates Section is experienced in implementing change and improving and developing service delivery. The Council has always planned and controlled legislative and procedural changes to ensure that they are introduced with minimum disruption and inconvenience to customers.
- 1.3. Currently, the administration of business rates encompasses all the work areas likely to be found in the administration of BIDs. As such the Council is confident that this section will address the specific areas likely to be required within the legislation.

2. LIABILITY, BILLING & COLLECTION

- 2.1 At least 21 days prior to the Operational Date the Council shall: -
 - 2.1.1 Calculate and raise the BID Levy for each BID Payer in accordance with the criteria set out in BID Arrangements together with any applicable discounts where the Arrangements so allow it.
 - 2.1.2 Produce an electronic output file to be used for the printing of demand notices in good time for service of such notices to be able to occur at least 14 days prior to the beginning of the chargeable period.
- 2.2 The establishment of liability, billing and collection will be carried out by 8 multifunctional Rating Officers. This is because every time they amend the business rates database, should the particular property be subject to a BID Levy, the levy charge will be automatically updated by their actions. This should ensure that there is continuity of service, regardless of any one officer being absent.
- 2.3 Officers who currently deal with billing and recovery of Business Rates, also deal with BID Levies. This will provide a higher quality service and ensure consistency. In addition, all officers provide the same facility regarding telephone enquiries. Customers do not need to be passed to another officer when they telephone. They will additionally be backed up by the Business Rates Team Leader and the Collection and Policy Manager, where necessary.
- 2.4 The majority of activities determining Business Rates liability (and therefore BID liability) will be via the methods set out below to enable an accurate and timely bill to be issued:
 - 2.4.1 correspondence and telephone calls from customers (existing or new liability)
 - 2.4.2 returned business rates notices
 - 2.4.3 response to post summons investigations by staff, inspectors and Enforcement Agents

- 2.4.4 response to empty property reviews
 - 2.4.5 response to charity/discount reviews
 - 2.4.6 tenancy change list from borough valuers
 - 2.4.7 licensing applications from trading standards
 - 2.4.8 VOA notifications
 - 2.4.9 land registry searches
 - 2.4.10 routine property inspections
 - 2.4.11 information from sundry debtors or council tax sections
 - 2.4.12 internet searches
- 2.5 The Council's Business Rates Team ("the Team") has developed all the above methods of information gathering, has significant local and historic knowledge and has built up a database of information on agents and landlords to track property details for liability purposes. The working relationships formed with other Council departments and outside organisations are excellent and have increased efficiency significantly.
- 2.6 The Team will of course abide by any instructions received from the BID Company regarding the inputting or removing of any discount, exemption or relief from the BID Levy. As regards hardship relief (if such a scheme has been adopted by the BID Company) the Team will first seek to establish the facts by requesting and evaluating information regarding each individual case.
- 2.7 Before hardship relief is given, the Team will issue an application form and always request a set of the last two years accounts, details of assets, including bank/building society cash, value of endowments/shares held, equity in property or other assets together with a statement of income and expenditure as well as details of any other action taken by other creditors. This information will either be passed to the BID Company for determination or [if this is delegated to the Council Collection and Policy Manager], that Manager will make an assessment and subsequently a decision based on the information available at the time, based on the case's individual merit.
- 2.8 In all cases the decision on the granting/refusal of hardship relief will be notified to the BID Payer in writing and if appropriate, will be followed by an amended bill with revised payment instructions.

3 DISPUTED LIABILITY

- 3.1 Previous experience suggests that the number of formal appeals against the determination or extent of liability will not be significant. Any disputes therefore will either be dealt with by the Team, or in the event of the matter going to litigation, by the appropriate legal officer within the Council.
- 3.2 Most disputed liability cases will be under the wrongly billed umbrella, and the majority of these will be dealt with at Rating Officer level as and when they occur.

4 BILLING

- 4.1 The Team has significant experience in the production of annual bills, new bills and of amending bills throughout the year together with the additional notices that have to be issued. The Council are aware that no person is under a duty to pay a BID Levy unless a bill has been issued by the Council (being the "relevant billing authority" under the Regulations).
- 4.2 Significant planning and liaison is required to ensure that accurate bills are despatched in April to meet the earliest possible date for instalments in May and therefore maximise the BID Company's cash flow.
- 4.3 The Council will be responsible for ensuring that annual and one-off BID bills are despatched on time. End of year planning will commence in March. Where possible checks will be carried out to ascertain the integrity and accuracy of the data calculated by the computer system and the timings of batch runs to ensure that all processes are in place and tie in with the timing slots available for the function.
- 4.4 As previously mentioned, bills and adjustment notices issued throughout the year will be automatically produced by the Council's Civica system. Billing batch will run weekly. This ensures that the BID Company's cash flow is protected. All bills will give a precise breakdown of liability, with separate bills being produced for each rate year. The bills will also include any explanatory information required under the legislation.

5 COLLECTION

- 5.1 At least 14 days prior to the BID Annual charge becoming due for any financial year, the Council shall issue to every liable BID Levy payer, having received the relevant documentation from the Operator to enable it to do so: -
 - 5.1.1 A demand notice setting out the amount due and payable,
 - 5.1.2 Additional explanatory information is required to be issued by legislation by the BID Company, detailing their objectives and expenditure for the previous year. The onus is on the BID Operator to provide this and failure to comply with this obligation, will see the BID operator liable to deal with any Legal challenge to it.
- 5.2 For other BID liabilities becoming due or amended throughout the year, the Council shall issue a new or revised demand notice as soon as practicable after the information giving rise to the changes are received.
- 5.3 The actual receipting and processing of payments will be carried out by the Council's cashiering and income management system. Wherever possible, payments will be uploaded daily so that the Civica totals always reflect the latest possible financial position.
- 5.4 Notwithstanding the above, it is recognised that cheques, postal orders, BACs transfers, Internet payments and even cash received could be sent to the Council without the relevant account references. Should this occur, the Council will investigate and find the correct account references, sort cheques, allocate account numbers and either pass the items to the Council's cashiers for paying in or secure any payments overnight and pay in the next available working day.
- 5.5 The Council will ensure that the stated payment methods are available to BID Payers by providing the necessary documents and advice on how to use them

with all bills and notices issued. Payment frequencies allowed will be those set out in the BID arrangements except in special circumstances

6 RECOVERY

- 6.1 Because the Team are multifunctional, the same staff who deal with liability, billing and collection, also deal with the recovery issues. This enables these officers to build up information on and knowledge of particular debtors and use this to ensure appropriate action is taken.
- 6.2 Clearly this provides many advantages as in most cases an officer will follow a case from liability to instigation of enforcement, therefore vetting the circumstances and ensuring only the correct action is taken. As mentioned above, action taken by officers under the recovery process includes the making of payment arrangements, attendance at court for liability order hearings and the processing of all the legislative methods of collection (distrain, insolvency, County Court action, etc.).

7 ENFORCEMENT

- 7.1 In the event that the BID Levy payment date is not complied with, the Council shall instigate enforcement action against non-payers as per its enforcement procedures in place for dealing with both non-domestic rates and the BID Levy. If necessary, the Council shall instigate Court action as required at its own expense. The billing authority will however keep any cost income raised or charged via court action and subsequently collected.
- 7.2 Enforcement timetables are planned in advance, around February of the preceding financial year, and after consultation and agreement of court dates with the Magistrates Court. The planning and implementation of activity runs such as final notices, summonses etc., is now well established and follows a pattern to ensure stability in cash flow and to enable the Council to maximise collection of the BID levy.
- 7.3 Copies of the plan will be given to the BID Company prior to the commencement of the Financial Year if required and will be available to all rating officers. This allows the Team to plan leave around key dates and allows other Council services, such as cashiers, to gear up for peaks in work volumes created by the issue of bulk recovery notices.
- 7.4 If the BID operator does not want recovery notices issued, it is important they provide at least 24 hours' notice in lieu of the issue date for documents, to prevent documents being sent out. The Council will not get involved in providing pre-lists, and then having to seek approval from an operator for a response as to whether recovery action should proceed or not. This impacts the timetable and holds up other BIDs recovery documents from going out on time. So BID operators need to be pro-active to prevent unwanted recovery runs taking place.

8 Final Notices

- 8.1 Will be issued on a monthly basis automatically by the system in accordance with pre-set parameters. These notices will include current year outstanding amounts as well as previous year's arrears, if more than one year's Levy is outstanding. There is a facility within the system to suspend the issue of these reminders, if there is a continuing query on an account or if correspondence received has not yet been dealt with. It is proposed that these suspensions will be strictly controlled and monitored by the Collection and Policy Manager via regular periodic reviews.

9 SUMMONSES

- 9.1 Summons will be positively selected on pre-set criteria (which will include all "clean" cases after one reminder has been issued and where the amount outstanding still remains unpaid). This will be achieved and controlled by a "pre-list" being produced 3-5 days prior to the live summons run to highlight all potential cases where a summons could be issued. All cases on the list will then be looked at, the Team taking time to check individual account notebooks, history and balance screens as well as referring to the guidance notes relating to this area of the work in order to ensure that progressing the matter to the issuing of a summons is justified. The NNDR Team Leader will provide the BID operator with a copy of the Pre-List to enable them to carry out any enquiries that they wish to make, or to advise the Council of cases they wish not to receive a summons.
- 9.2 The Team will continue with its policy of concentrating on the collection of BID Levy first and costs second. The Team will of course comply with the BID Company's reasonable requirements re: cost levels and income collection, but reserve the right to renegotiate the costs level taking into account both the original levels set and the effectiveness of the Council's BID specific module as provided by Civica (IBS).
- 9.3 Cost income shall be retained by the Council. Any decisions to withdraw costs or to enforce costs outstanding only will therefore be in the sole discretion of the Council.

10 POST LIABILITY ORDER ACTION

- 10.1 The Council's approach to the collection of arrears when full payment has not been made is as follows. The Council:
- If contacted following receipt of a summons, will first agree a payment arrangement, before the court issues a liability order. This arrangement will be inclusive of all costs.
 - Will negotiate and agree payment arrangements either after court or offered via telephone or in writing and received from the BID Payer, up to and including the day of the court hearing
 - If granted, may issue the liability order to external Enforcement Agents who will have the discretion to make payment arrangements within defined parameters. Accounts may be issued to the Enforcement Agent once a liability order is granted, without any further reference being made to the debtor. Again, copies of the Enforcement Agent pre-lists will be passed to the Operator by the NNDR Team Leader and the Operator has the discretion to request any case not be referred. All requests must be made via the NNDR Team Leader.
- 10.2 The members of the Team will be closely monitored to ensure that they comply with the Council's recovery policy, legislation and the requirements of this Schedule. Formal contractual arrangements will be entered into with third party collectors (Enforcement Agents) in order to ensure compliance and adherence to set targets, an essential tool in achieving both collection performance and value for money. Any Enforcement Agents employed by the Council will also be instructed to adhere to Council policies.

11 PAYMENT ARRANGEMENTS

- 11.1 Regardless of the fact that the Council may have obtained a liability order, it will accept post-liability payment arrangements. Where possible a fair and reasonable arrangement will be one where the BID Payer either accepts or offers to pay the outstanding BID Levy via monthly instalments and by the end of the Financial Year. If this is not feasible, then cases will be looked at according to individual circumstances and where due to exceptional circumstances a longer period of time is required to discharge the debt, this will be negotiated.
- 11.2 Any such arrangements will be input into the computer system and subsequently monitored automatically, an exception report being produced for all accounts not complying. When this occurs, the Council will refer the matter immediately to its Enforcement Agents.

12 DISTRESS

- 12.1 Once a liability order is designated as "to be issued to an Enforcement Agent" the Council will always check for other liability orders obtained against the same debtor and for whether they are still being enforced, in which case the Council will always link cases.
- 12.2 If the Enforcement Agents return the liability order due to the BID Payer having ceased to trade or having moved away without trace, the Council will carry out checks as to their whereabouts by using all tracing tools available at that given point in time.
- 12.3 As previously mentioned, where Enforcement Agent action fails and the forwarding address of the BID Payer is known, the Council will, if circumstances so require and resources are permitting, will instigate insolvency proceedings as a recovery tool.

13 INSOLVENCY

- 13.1 Although this does not happen often, there is always the possibility that after a liability order has been issued, for whatever reason, it is unenforceable. In this scenario the Council will instruct its appointed solicitors to lodge a claim with the insolvency practitioner or official receiver in order that the BID Company's debt may be noted. The Council will prepare a case file and write off the levy debt from the database. It will then pass information regarding the relevant case to Smith & Williamson, so the case may be monitored, and any potential dividend payments tracked.
- 13.2 The Council will continue to communicate via them with the insolvency practitioner with regard to information as to the state of the property (asking whether the lease has been surrendered, or if property sold etc & chasing any potential dividend payment)

14 RECOVERY INNOVATIONS

- 14.1 The Team has substantial experience of planning and implementing different recovery solutions. Although the activity levels are set out in the recovery timetable, these are not set in stone. The Team will be sufficiently flexible in either adding or subtracting runs from the timetable in order to ensure collection targets are met.
- 14.2 The Team is also aware that some BID Payers may be persistent late payers and require a summons before full or part payment is made. It is logical to identify these

cases and issue a summons and pursue payment up front with these categories as soon as possible during the year.

- 14.3 The Team already holds data regarding payment profiles. Pre-summons lists can be run for specified profiles and Levy income recovered appropriately.
- 14.4 It is intended that the Council will pursue negative profiling of different categories to identify groups or type of BID Payers that may require a more proactive recovery approach. The advantages of targeting these defaulters will be that
- It will enable any resulting payment agreement to be set up as early as possible to ensure early payment of the levy.
 - As this type of payer would normally also owe arrears for a previous period it will be possible to pick up any outstanding balance and add the current period when informing them of the allowed payment arrangement.
 - Staff will immediately know, when discussing costs, that the BID Payer has received a summons before
 - Due to the known history, it is possible to issue a larger number of summonses at a time
 - Having issued summonses to the majority of the regular late-payers at an early stage, it will be possible to commit more active recovery time on other long standing cases where payment has yet to be made.

15 WRITING OFF IRRECOVERABLE DEBTS

- 15.1 The Council recognises the importance of accurately recording the actual collectable Levy. Actively dealing with cases returned unpaid from Enforcement Agents, the processing of cases by age analysis and the off-setting of credits against debits within the same accounts all help. All this work would be wasted if after identifying the debt no action is taken on the results. The Council proposes removing any irrecoverable BID debt from the database immediately, once it has completed its investigations and can justify this course of action.
- 15.2 The Council has over many years developed criteria to assess the likelihood or success rate of recovering particular debts. These have been approved by both its own External and Internal Audit and are well established. By adhering to the above, the Council will always be in a position to know what the true level of BID Levy charges is and as such to be able to justify to the BID Company the fluctuation to the collectable Levy and the likely income to be collected.

16 RECORDS AND ACCOUNTS

- 16.1 The Team is an active participant in the developer's software user group. It is therefore well placed to ensure development of the Civica system to meet the objectives of the BID Company as well as to ensure that the Council is supplied with a tool that works and enables it to comply with legislation and, on a practical level, produces the relevant outputs to ensure billing and enforcement documentation is produced.
- 16.2 The system will control liability and calculate changes accurately and promptly having due regard to any changes.

- 16.3 All credits, including write offs, and debits will be reconciled and balanced.
- 16.4 All credits will also be independently reconciled to the Council's accounting systems. It will also be the Council's responsibility to manage all dishonoured payments and the suspense account for unallocated payments.

17 PROPERTY INSPECTIONS

- 17.1 Property inspections will be carried out by two dedicated Inspectors. Their main duties include obtaining information in connection with Business Rates but as regards BID hereditaments they will additionally provide information regarding changes in use, description, category etc.
- 17.2 Inspectors will be critical in providing justification for the writing off of bad or irrecoverable debt and therefore will carry out visits and site inspections regarding BID Payers who have potentially absconded or where the Council receives correspondence marked "gone away".
- 17.3 It will also be their responsibility to issue completion notices after determining a completion date in circumstances where a building has been completed, or where the work remaining to be done to a building is such that it can reasonably be expected to be completed within three months. This will allow the Council to inform the VO of new properties developed units area and subsequently for this information to be passed to the BID Company so it can make a decision to include / not include additional properties in a BID area into the BID list.
- 17.4 The Council would also expect that any properties identified by the BID operator, which are not readily identifiable on their weekly output reports received from the Council, should be communicated to the NNDR Team Leader for investigative action.

18 CUSTOMER CARE POLICY

- 18.1 The Council will operate the Service so that its Recovery and Customer Care Policy is adhered to, and will ensure that all staff are aware and have been trained in working to the principles contained within.
- 18.2 The Council will ensure that its collection and recovery procedures integrate fully and complement the customer care objectives of striving to:
- Supply a fair and helpful service, which reflects the difficulties people can have meeting their liability to the Council and to the BID Board;
 - Use experience and sound procedures to deal with each case on its own merits;
 - Make savings by taking recovery action en bloc by use of computer systems, but never forgetting its responsibility to deal with each individual case on its own merits.

19 INTERNAL CONTROLS AND CHECKING PROCESSES

- 19.1 The Council's Business Rates Section recognises the importance of good internal control and internal checks, in relation to the business requirements of the Service

- 19.2 All staff are aware of the requirements of the internal controls and independent reviews that are carried out by both External and Internal Audit. It is an inherent duty of the Collection & Policy Manager and the team leader to ensure procedures are carried out, continually checked and reviewed, so that all staff within their responsible area are complying with the necessary control requirements.
- 19.3 The above will act as a deterrent against inaccurate and bad quality output, as well as dishonesty and will ensure that the service is provided by careful, honest, experienced, trained and skilled staff.

20 DELEGATED AUTHORITY

- 20.1 The BID Company may delegate power, through agreed SLA's, for the Council's Business Rates Section to administer the BID Levy.
- 20.2 In turn, rating officers within the Service will be instructed to carry out functions commensurate with their grade and job responsibilities. In respect of this Service, these include:
- 20.2.1. Billing Amendments
 - 20.2.2. Refund of overpayments
 - 20.2.3 Exemption for Empty/Unoccupied property
 - 20.2.4 Granting of Hardship/Mandatory Relief
 - 20.2.5 Service of completion notices
 - 20.2.6. The issue of Final notices
 - 20.2.7 Despatch, printing and mailing of notices
 - 20.2.8 Court representation, prosecution and application
 - 20.2.9 Instigation of Insolvency proceedings
 - 20.2.10 Instigation of Recovery by way of Charging Order/County Court
 - 20.2.11 Appointment of Enforcement Agent/Collection Agents
 - 20.2.12 Authorisation of officers to pass cases to third party
 - 20.2.13 Referral of cases to Council's Legal Division (disputed cases)
 - 20.2.14 Recommendation and write off of irrecoverable debt
 - 20.2.15 Liaison with all external relevant agencies/bodies

21 SYSTEMS PASSWORD CONTROL

- 21.1 There are several levels of security before gaining access to the Civica System.

- 21.2 At all levels system users ID's are created by the Council's Revenues Systems & Control Manager. No other member of staff has access to this. This control of access strengthens the security of the system.
- 21.3 No user is created until a formal request is issued to the Council's Revenues Systems & Control Manager, who will decide the access level to be allowed for the individual and authorise it.
- 21.4 Once the user is created on the system, the e-mailed request is kept and filed for audit purposes. Changes to a user's access level or user role are also likewise recorded, as are deletions of users when a member of staff leaves.
- 21.5 All passwords are discreet, i.e., never appear on the screen when typed in. Each user is allocated an individual user and password on this system and is obliged to allocate a new password the first time they log in. A change of password is forced every month and the new password cannot mirror the old one.

22 MAILING - Incoming post

- 22.1 All post is referenced and scanned to the system and automatically allocated to the Rating Officer's respective working group for processing. This has the advantage of controlling what is received and ensures the performance targets are maintained by immediately highlighting those items not dealt within the target period.

23 CIVICA - BID LEVY SYSTEM DISASTER RECOVERY

- 23.1 The Council will be using existing arrangements provided to the Business Rates section.
- 23.2 There is in place via a formal contract with a third party provider Civica to guarantee the resumption of services in the event of force majeure. It is tested annually and is maintained, so as to address the continuing change management issues surrounding new hardware and modified application software.
- 23.3 In the event of disaster, a contingency plan will be invoked and every effort made to resume a batch service within 48 hours.
- 23.4 Additionally, the Council has procedures and third-party contracts in place to provide for the off-site storage and transport of the cyclic full machine archive dump sets.

24 AREAS WHERE SUBCONTRACTORS WILL BE USED

- 24.1 The Contract will include elements which will involve the sub-contracting of certain services, responsibilities or exercises to third parties.
- 24.2 Generally the core activities will always be retained and performed by the Council's Business Rates Section but specific support areas, where it is neither feasible nor practicable to carry out the work in-house due to lack of technology or specialised resources, will be sub-contracted. Listed below are the areas of the Service where sub-contractors are or will be involved in providing the Service.

24.2.1 IT Services

It is the Council's Business Rates Section's intention to continue using both the Council's hardware packages and software platform.

24.2.2 Printing and mailing

The printing of documents will be provided by the Council's external contractor, FDM. The Council's Business Rates Section will be responsible for the production of all documents and will issue them to FDM to print and despatch. The Council will provide the weekly billing reports.

24.2.3 Enveloping

All documents will be enveloped by the Council's external mailing company FDML.

24.2.4 Recovery Agents

Those existing Enforcement Agent companies already appointed under contract to collect business rates will be used. All Enforcement Agents will be strictly controlled and closely monitored to ensure that they comply with the Council's recovery policy and the Taking Control of Goods Regulations 2013 and Taking Control of Goods Fees Regulations 2014. In addition to BID legislation and the requirements of customer care policy.

24.2.5 Other Services

As the provider of the Service is part of the Council, there are a number of mandatory support services that will be used. The Collection and Policy Manager will ensure that these services provide value for money and contribute to the success of the Service.

The Fitzrovia Partnership

Business Improvement District

Renewal Business Plan

Foreword

tbc

DRAFT

Vote 'yes' to The Fitzrovia Partnership

About Us

The Fitzrovia Partnership is a Business Improvement District representing more than 250 businesses in Fitzrovia.

Through partnership and engagement we help to create and enhance an economically vibrant destination, offering tangible and collective benefits to business and those that work, live and visit Fitzrovia. Since our establishment in 2012 we have invested over £10m of BID levy directly into the area to support the themes and shared priorities of our members. Over that period we have matured in our influence and ability to affect positive change, delivering tangible results and return on investment.

Business Improvement Districts are not-for-profit partnerships where businesses in a defined area have voted to invest together to improve the environment of their local neighbourhood. A BID is established through a democratic ballot process. The services provided are additional to those delivered by the statutory authorities.

There are over 300 BIDs in the UK investing a total annual BID levy of over £110m. These BIDs leverage a further £175m when including funding raised from economic partnerships and commercial activity.

The Fitzrovia Partnership provides the business community with a collective voice and the ability to influence and shape the future. It acts as a catalyst to promote public and private investment into projects which enhance the neighbourhood and delivers funding towards the delivery of services which add value to Fitzrovia and its business community.

The BID embraces a number of representative sector groups – retail, Leisure, Office, hospitality, community, property - within its governance structure all of which contribute to the Partnership's overall decision making.

The Fitzrovia Partnership 2022-2027

This Business Plan is the Fitzrovia Partnership's £6 million, five-year programme of investment to enhance the sustainability and physical presence of the area and the range of services required to ensure that it looks and feels safe, clean and welcoming. It builds on the successes already achieved in maintaining the special appeal of Fitzrovia.

The Partnership will continue to provide greater strategic context for business. It will galvanize the business community, statutory authorities and wider stakeholders with a common vision for the district and generate an enhanced income stream to benefit the whole area in terms of service provision. It will provide the businesses with an ability to influence and help shape the future.

Continued investment in Fitzrovia is not just good for businesses but for everyone who works, lives and visits the district. If businesses vote 'yes', this Business Plan will guide the district-wide activities of The Fitzrovia Partnership.

The past 5 years

Performance Highlights

There are a number of common themes to which the Fitzrovia Partnership has focused its activity:

Delivering on six key business priorities:

1. Shaping Change

We have provided businesses with an influential voice to stimulate change and where necessary resolve challenges and take advantage of opportunities. We have worked in partnership with, and lobbied local government, to help support our business community to grow and flourish in Fitzrovia.

Image and soundbite of West End Project – Tottenham Court Road

2. Reducing Costs

To date, The Partnership has identified and achieved accumulated savings to Members of circa £4.6m through SMART purchasing of 17 key commodities including Energy, Office Supplies, Training, Waste & Recycling and Business Rates savings. The Partnership's savings scheme is the most successful in the BID sector.

Infographic of total savings achieved

3. Sustainable Working

We have promoted the district's approach to sustainability and environmental awareness striving for a healthier and more cost-effective operating environment and enhancing both individual businesses and the area's environmental credentials.

Image and soundbite of Streeteries project on Charlotte Street

4. Safer and Cleaner

We have explored innovative and effective ways of working to ensure Fitzrovia is memorable and inspiring. Our daily safety, security and environmental patrols make our streets safer, cleaner and more welcoming. We have reviewed how we manage and enjoy public space, what takes place and how it looks and feels - advocating change where necessary.

Image and soundbite of Street Wardens on the beat

5. Events and Promotion

The Partnership has developed the reputation and positioning of Fitzrovia and promoted a cohesive identity for our commercial hubs of Tottenham Court Road and Charlotte Street through intelligent and adventurous promotional activity. We work closely with Camden Council to promote the district and have collaborated with neighbouring West End organisations in a collective promotional strategy raising the profile of Fitzrovia for corporate, worker and consumer audiences.

Image and soundbite of Christmas Lights – Whitfield Gardens + Let's Do Fitzrovia

6. Insight

Fitzrovia is home to international organisations as well as a range of commercial offices, national and independent shops, restaurants and leisure operators. As a collective, The Partnership has brought them together through business focused events to provide access to insights and commercial opportunities. Our weekly insight reports covering footfall, tube station access / egress numbers inform businesses for decision making and planning.

Image and soundbite of Networking event

COVID-19 Response

Something not anticipated at the outset of our 2017-22 plan was the arrival of COVID-19 and the challenges provided to business and the wider community.

The Fitzrovia Partnership worked tirelessly throughout the pandemic, adapting existing services to be able to offer the best response for the membership and the area as a whole. Our key focus was safety and security together with member communications to ensure businesses were informed of business-critical information, updated health guidance and travel requirements. Over time, the focus became recovery with a priority on the reactivation of public space and providing greater confidence to the returning business community.

Support to member businesses during the COVID restriction period

- **Re-activate – Recover – Revive** : our web-based microsite was updated weekly with business intelligence and health updates for member businesses during the pandemic.
- **Representation and lobby** for business rate support, vat concessions and grants to assist economic sustainability for businesses in the worst affected sectors.
- **Streeteries** installed to support food & beverage sector and provide an additional outdoor amenity for the office community, in line with COVID requirements.
- **Safety and security team** supporting business throughout the period of lockdown and restriction.
- **CSR**: providing necessary support to UCL Hospital staff through donations via UCLH Charity.
- **Communications**: The Fitzrovia Partnership sent 147 member updates with government briefings, critical business updates and Fitzrovia insight to inform business planning.
- **Over 143,000** electronic communications were sent to member database and business subscribers (98.7% successfully delivered / 26.9% average open rate).

Why support the Fitzrovia Partnership

1. £6m investment into Fitzrovia
2. Return on Investment
3. A more effectively managed and sustainable district
4. Destination of choice for businesses, workers, visitors and residents alike
5. Recovery from the COVID-19 pandemic
6. Collective business voice on issues that matter
7. Continuity of the enhanced service provision in Fitzrovia

Your Priorities

The Fitzrovia Partnership meets regularly with member businesses and seeks constant feedback. This input shapes the priorities for our renewal business proposal for 2022 – 2027. We have developed our plans based upon member feedback and in response to the wider sustainability agenda and post COVID environment.

Businesses in Fitzrovia seek a strategic approach that is aligned to sustainable success. As well as responding to COVID recovery and repurposed needs of Fitzrovia, feedback has suggested the BID should focus on several longer-term strategic goals together with responding to tactical day-to-day requirements of members.

A Safe and Sustainable District

- Create a safe and sustainable district of choice with members and partners across economic, social and environment programmes, supporting the London Mayor and Camden Council longer term targets.
- Provide ESG consultations and best practice solutions for member businesses.
- Help enable a diverse offer of business, services and experiences that continues to attract business, employees, investors and customers.

Quality Public Space

- Develop a Fitzrovia which includes an enhanced public realm, green spaces and greater amenity.
- Make a direct and significant contribution to improving air quality and making streets safer, accessible and inclusive for all. Reduce surface transport and contribute to the migration towards a Carbon Net Zero economy.
- Secure greater public sector and partnership investment into managing and maintaining Fitzrovia's streets and public spaces.

Reducing Costs

- Maintain and develop our success in reducing operating costs by using the collective strength of the business community.
- Procure, negotiate and save money for members and provide reliable suppliers over a range of service sought by business.

Insert Testimonials

2022 - 2027 Our Ambition

A Sustainable District of Choice

In response to the global challenges of sustainability, governing bodies such as the Mayor of London and Camden Council have set ambitious targets - and associated incentives and penalties - to address crucial issues such as air quality, social inequality and adaptation to climate change impacts. Consequently, businesses are having to take action to improve resource efficiency, working standards for employees and economic resilience.

The need to minimise the impact of businesses on the environment is becoming both a moral and commercial imperative. Fitzrovia must be at the forefront of a transition to a more sustainable district model.

The Fitzrovia Partnership has an important leadership role to play and working with members to reduce the environmental impact of conducting business, whilst improving the economic and social sustainability for businesses and residents alike. The Fitzrovia Partnership will deliver collaborative activities which individual businesses often find difficult to achieve. Within our large collective, members will have the opportunity to work with one another to benefit their business.

The Fitzrovia Partnership will be a key facilitator in the implementation of sustainable programmes at a local level, co-ordinating public-private sector partnerships to implement activities that have a greater cumulative impact and significantly, contribution to London's goal to become "cleaner, greener and ready for the future".

Working in partnership with Camden Council the activities of the Fitzrovia Partnership will support the objectives of the **Camden Plan**, and support the delivery of creating the conditions for economic growth and investing in our community to ensure a sustainable neighbourhood.

Moving forward The Fitzrovia Partnership will place sustainability at the heart of the organisation and believes collaboration will increasingly be essential to driving added value for both business and the wider community.

Our 2022-27 mandate will introduce work programmes that support the BID's 'Sustainable District Charter', setting ambitions that address issues such as climate change, economic vitality and employment.

Increasingly businesses are recognising their role and responsibility both in protecting and enhancing the environment in which they operate. The Fitzrovia Partnership will bring together the many different activities of individual businesses in Fitzrovia into a framework aimed towards securing the future sustainability of the area.

The need to ensure that the BID makes a positive contribution to the environmental, social and corporate governance (ESG) will be incorporated into every element of the BID's activities.

The Fitzrovia Partnership's Sustainability Charter

As a Business Improvement District in central London, we bring businesses together in a defined geographical area which can help advance sustainability – playing a role in co-ordinating and delivering solutions working with a large number of stakeholders. Through our programmes and commercial relationships, we play a role in educating and influencing behaviour, acting as a conduit to drive sustainable development in our district.

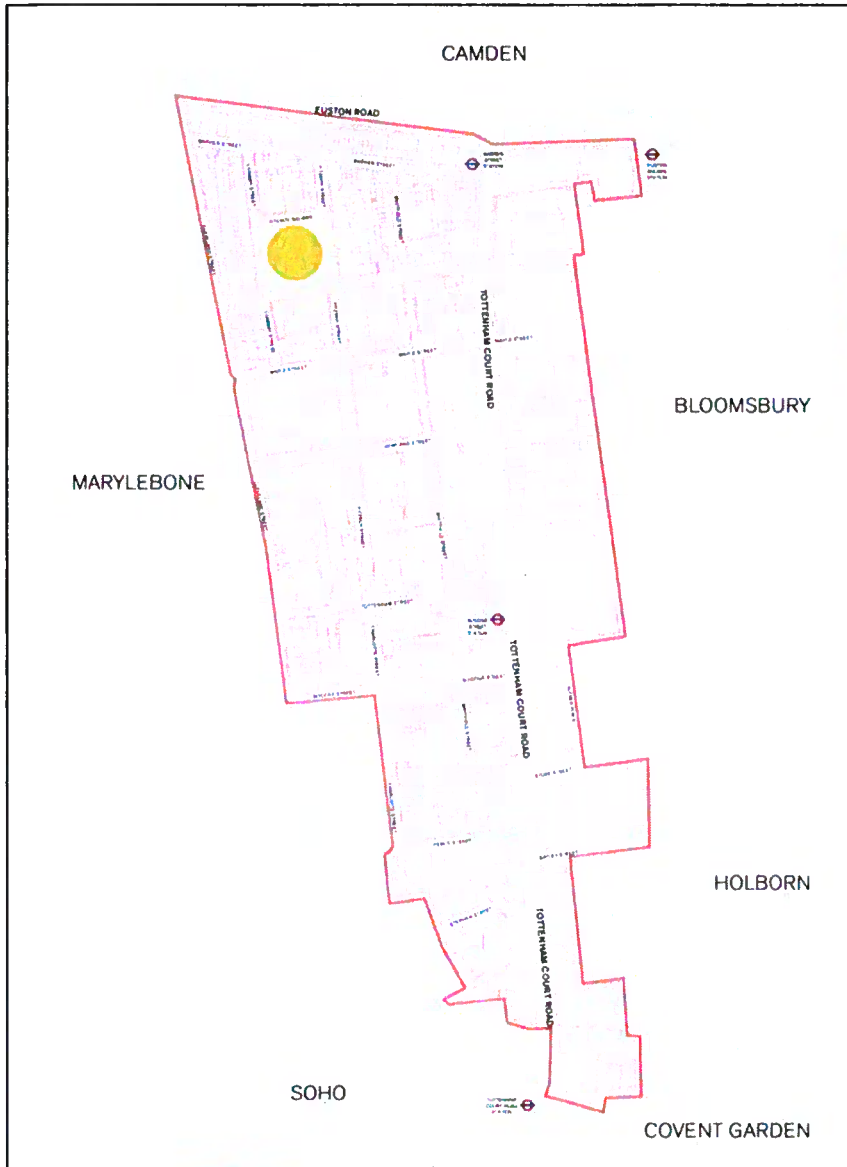
Any activities and programmes we undertake, we are committed to minimising the environmental impacts of conducting business whilst improving the economic and social sustainability for businesses and residents alike.

Our approach is guided by our **Let's Do Fitzero** programme which aligns with governing bodies such as Mayor of London and Camden Council to meet London-wide targets. We prioritise where we can projects which have the greatest impact and will continue to evolve and seek new opportunities for the district which contribute to our long-term target of Carbon Net Zero.

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The BID Area

The formal boundaries of the BID are shown on the map below.



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

Tottenham Court Road, Goodge Street, Euston Road, 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

The BID will engage with its neighbours to support projects that will benefit the wider area. Engagement with businesses within West Fitzrovia in particular will be an important initiative for the Partnership.

1 Ambition - 3 Themes - 6 work programmes

A Sustainable District of Choice

ECONOMIC GOOD GROWTH	ENVIRONMENTAL HEALTHY ENVIRONMENT	SOCIAL VIBRANT COMMUNITIES
<p>The need to minimise the impact of businesses is both a moral and commercial imperative. Business Improvement Districts deliver collaborative activities which individual businesses often find difficult to achieve. Within a large collective, members have the opportunity to work with one another to benefit their business.</p>	<p>The Partnership places sustainability at the heart of its organisation and believes collaboration will increasingly be essential to driving added value for both business and the wider community.</p>	<p>Increasingly businesses are recognising their role and responsibility both in protecting and enhancing the environment in which they operate. The Fitzrovia Partnership seeks to bring together the many different activities of individual businesses in Fitzrovia into a framework aimed towards enhancing the future sustainability of the area.</p>

The BID will focus its delivery programme on six interconnected themes which together will be effective in supporting and promoting the growth of Fitzrovia and its business community, whilst reflecting any additional interests of the wider community.

These six key themes will be underpinned in their delivery by economic, environmental and social objectives:

1. **Voice and Representation**
2. **ESG – Economic / Social / Governance**
3. **Environmental and Place**
4. **Reducing Costs**
5. **Insights**
6. **Promotion and Communication**

Our 2027 Targets

Fitzrovia : A Sustainable District of Choice

Enabled by:

- A return to economic and social activity to pre-2019 levels.
- A shared outcome with the Mayor of London's target to make the capital Carbon Net Zero by 2030 and Camden Council's 2030 Carbon Net Zero target. Participation in the Camden Climate Change Alliance which supports the delivery of both the Camden Climate Action Plan and the Camden Clean Air Action Plan.
- Championing the ESG framework and minimising business impact upon the environment.
- A further £3m reduction in business costs through specialist procurement and economies of scale.
- Collaborative working with members and partners, both public and private, to enhance the quality of the public realm and amenity.

Theme 1 – Voice and Representation

The Fitzrovia Partnership is recognised as a representative voice of business. It serves as a focus for bringing together and allowing a two-way dialogue between its members and a range of local, London and National bodies, particularly Camden Council, the Mayor of London and Transport for London.

The BID acts as a catalyst to encourage public and private sector partners, working together to support and invest in projects that will enhance Fitzrovia and ensure that the district continues to evolve and thrive.

The power of partnership extends beyond business and government. The BID actively engages with other elements of the Fitzrovia community so that projects are selected and designed with input from, and a clear understanding of residents' interests and those of other nearby institutions and organisations. The Fitzrovia Partnership ensures that the history and heritage of the area is respected in the approach.

The BID is a voice for business interests but any vision can only be achieved with the support of partners in the local authorities and wider community.

The Fitzrovia Partnership will:

- Provide essential business-led leadership and influence. Through this advocacy and collective voice, the BID will seek to inform policy and affect change on the issues that matter most to our members and the neighbourhood.
- Represent Fitzrovia business at local and central Government seeking business focused support on policy matters, business rates and taxation, responding to consultations with a collective voice.
- Maintain the BID's representative voice for comment on proposed development and infrastructure changes, and local planning policy and licencing regulations to ensure they support Fitzrovia, its businesses and wider community.
- Drive a collaborative campaign in response to the climate emergency to :
 - Improve Air Quality
 - Reduce carbon emissions
 - Reduce surface transport and congestion
- Engage with property owners and their occupiers, small and niche businesses to encourage an eclectic mix of uses and maintain the area's diverse and unique offering. Ensuring that the area remains economically sustainable for all size and sector businesses. Social sustainability being at the heart of the area and its bohemian makeup.
- Establish a positive working relationship with resident and other non-business communities to ensure that the BID's business-led priorities also reflect and respond to their issues and concerns. Provide a platform for businesses to work together with representatives of the local community to achieve agreed goals that benefit all stakeholders.

COVID-19 Recovery

Like all areas Fitzrovia has been seriously affected by the COVID-19 pandemic. Moving forward the BID will provide leadership and a range of services that will help Fitzrovia businesses in their recovery from the impact of the pandemic and support their longer-term growth.

The BID will respond to the structural and behaviour changes that take place to ensure that the district emerges from the COVID-19 recovery different but stronger.

The Fitzrovia Partnership will:

- Provide leadership, helping to create a clear strategy with partners for the safe and sustainable recovery of The Fitzrovia economy.
- Position itself at the forefront of the ongoing recovery plan for Fitzrovia through innovative and creative thinking, initiatives and activities.
- Encourage businesses and relevant authorities to work together on the practical measures needed to create a district that will attract investment.
- Help maintain and develop excitement and memorable experiences for visitors, workers and the local community.
- Work with business partners to explore a district wide digital strategy.
- Provide additional value to the area's promotional and communication programme to ensure that recovery plans are well-resourced and sustainable over a five-year period.

Theme 2 – ESG - Environmental, social and governance

COVID-19 and climate change have made us realise that we are not “masters of our planet but rather stewards of nature”. Environmental, social and governance (ESG) has taken on a greater significance in light of recent events.

ESG criteria are of increasing interest to companies, their investors and other stakeholders. With growing concern about the ethical status of companies, these standards are the central factors that measure the ethical impact and sustainability of investment in a company. It is an increasing possibility that ESG will become compulsory and to stay ahead of regulations and the competition companies will look to integrate their business into the ESG framework.

Organisations that find it difficult to embrace environmental or social factors may end up struggling to deal with regulatory, legal or reputational issues. Evidence is beginning to demonstrate also that companies performing on ESG practices have higher growth and lower volatility, higher employee productivity, reduced regulatory and legal interventions and cost reductions.

The Fitzrovia Partnership will seek to assist members achieve these important targets through its collaborative work in the District. With our members and partners we seek to help Fitzrovia build a more sustainable and resilient future.

The Fitzrovia Partnership will:

- Deliver a programme to help advance sustainability by working with businesses and employees to minimise their environmental impact and contribute to their ESG objectives. It will help facilitate sustainable solutions so all stakeholders in Fitzrovia can make a positive impact through cost-effective actions.
- The programme will focus on the following issues:
 - Improving Air Quality
 - Reducing carbon emissions
 - Increasing recycling
 - Reducing surface transport
 - Reducing business costs
 - Maintaining a vibrant community and enhancing outdoor spaces
 - Security and safety
 - Business Resilience
- Support members in embracing environmental and social matters and identifying and adopting new sustainable opportunities.
- Seek common environmental targets across the Fitzrovia business community.
- Explore opportunities towards a circular economy in the area.
- Provide an advisory service on compiling sustainability policies for member businesses.
- Work in partnership with Camden to support inclusive business, recruitment, and employment practice. Assist the promotion of Camden’s Inclusive Business Network and encourage local businesses to sign up to the network.

Theme 3 – Environmental and Place

Sustainability will be at the heart of everything we do and deliver for Fitzrovia during the next BID term. The United Nations reports that cities consume 78 per cent of the world's energy and produce more than 60 per cent of greenhouse gas emissions. Consequently, how we do business in Fitzrovia can make a difference to the Carbon Net Zero and wider sustainability agenda.

Heightened awareness of sustainability is also affecting consumers' purchasing choices and can be a factor in where businesses choose to locate, increasingly selecting property location based on the environmental performance of a building. Rising commodity prices and supply chain uncertainties are affecting business performance and viability. Consequently, there also is a strong business case for migrating to sustainable ways of operating across the whole of Fitzrovia.

Our new programme, Let's Do Fitzero, will help businesses, employees and visitors to the area make meaningful changes and adaptations, so the Fitzrovia experience and offer remains as attractive as ever, but is delivered in much more sustainable ways.

The Let's Do Fitzero programme initially will offer incentives and advice on sustainable travel, reducing commercial and polluting vehicles in the area, reducing single use plastics and reducing food waste. The programme will be expanded in each year of the next BID term to cover more sustainability strands.

The Fitzrovia Partnership will:

- Recommend an expanded panel of preferred suppliers that can offer the widest range of recycling possible, send zero waste to landfill and are migrating to zero emission vehicles.
- Offer free waste and recycling audits and freight servicing and delivery plans for businesses.
- Promote and introduce new services, such as Deliver London, which can reduce delivery vehicle trips in Fitzrovia by two thirds.
- Lobby for investment and incentives to retrofit older buildings with energy saving measures.
- Promote Green Leases, so building owners and tenants can work together to maximise the energy efficiency of their buildings.
- Work with ten partners and be the only BID participating in the DEFRA Clean Air Logistics for London programme, which will lever in £1m public investment to central London and tens of thousands specifically in Fitzrovia.
- Work with partners to deliver a West End wide approach to improving local air quality and a common zero carbon pathway.

Public realm and street management

The BID has worked hard to create and maintain a district which is attractive and experiential for business, their employees, residents and visitors.

It has provided additional street management services in partnership with the local authority and explored innovative approaches to create a cleaner, safer and more welcoming place. Importantly this has included enhanced security to tackle anti-social behaviour and street crime.

The BID is a leading voice on the wellbeing of our street environment and public space understanding a quality streetscape is essential for the area to attract businesses, retain staff, appeal to residents and enhance the visitor experience by offering a place to relax whilst increasing dwell time.

The Fitzrovia Partnership will;

- Propose and promote the adoption and delivery of public realm and street management improvements, to include:
 - Streateries
 - al fresco dining
 - Green Space
 - Enhanced seating
 - Additional bike parking
- Seek to enhance and encourage owners and developers to deliver more permanent greening, including more trees, to support biodiversity and climate adaptation, while creating a more attractive streetscape for all in Fitzrovia.
- Progress the priority public realm projects on Charlotte Street, Fitzroy Street and Warren Street, which will also provide more cycle parking and electric vehicle charging points.
- Install a seasonal lights installation and support London-wide installation campaigns / programmes.
- Employ and extend our uniformed Street Team service. Their core services will encompass safety and security, customer service, the provision of information, event management, enhancing the street environment, helping to manage anti-social behaviour, working with the Police to provide intelligence and reduce crime, providing an additional presence to enhance visitor wellbeing, and generally supporting the statutory services in maintaining the quality of the street environment.
- Promote and provide additional street management services in partnership with the local authority. Work with Camden to improve cleanliness and maintenance across the district judged against a baseline agreement.
- Promote and deliver active travel plans with particular regard to cycling, e-scooter rental schemes and walking.
- Explore options for appropriate digital infrastructure (Smart Cities) to support the growth of businesses in Fitzrovia and retain London and national competitiveness.

Transforming Fitzrovia's Public Realm

Our Fitzrovia Liveable Neighbourhood proposition complements the West End Project which has recently been delivered and would complete the transformation of the district's public realm for everyone in the area.

Today people expect much more from public places than ever before. Rather than wanting purely functional and safe places, the public realm needs to be a place for people to meet, to relax, to enjoy public art, for trees and planting, for informal play and for alfresco dining; and a place that mitigates the impacts of climate change.

WEST END PROJECT	HS2	CROSSRAIL
<p>The West End Project is a £35m scheme which has recently delivered exciting improvements to Tottenham Court Road and its hinterland. The major change has incorporated the return of two way traffic to Tottenham Court Road and Gower Street reducing congestion and air pollution and creating new and regenerated public and green spaces. The project has provided safer, greener and more attractive streets for people working, living and visiting the area helping to attract, sustain and boost local businesses. This included wider pavements, the removal of street clutter and new pedestrian crossing</p>	<p>High Speed Two (HS2) will connect more people from across the country to Fitzrovia, creating more business opportunities. Journey times from Birmingham, for example, will be slashed to 45 minutes. HS2 is forecast to increase peak hour commuter capacity by 76%, with the number of train seats increasing to 11,300 an hour, bringing more people to Fitzrovia.</p>	<p>The Elizabeth line is predicted to bring an additional 83 million people a year to the West End. Tottenham Court Road could see an increase of 34.8 million people a year passing through its gates and Oxford Circus a further 20.7m, potentially bringing more footfall and business opportunities to Fitzrovia. The journey from Heathrow to Tottenham Court Road will take 30 minutes, further opening up Fitzrovia to global business and tourism.</p>

To complement these large infrastructure projects our thoughts for Fitzrovia are designed to ensure the area's public realm is fit for purpose and to delight workers, visitors and residents alike.

Fitzrovia Liveable Neighbourhood will:

- Deliver alignment and transition between the large UCLH and UCL campus areas, commercial hubs of Tottenham Court Road and Charlotte Street and the eclectic mix of businesses operating with the heart of Fitzrovia.
- Increase pop-up parks and tree planting throughout the district.
- Create a network of walkable streets with places to dwell and relax.
- Reimagine Warren Street as a garden gateway to Fitzrovia.
- Embed as a permanent feature the successful 'Streateries'.
- Improve safety at junctions to reduce collisions and casualties.
- Improve connections and wayfinding from Oxford Street.
- Widen footways and create better facilities and routes for walking and cycling.
- Introduce more electric vehicle charging points.
- We will reference Camden's ecological emergency monitor which discussing the delivery of public spaces

Fitzrovia will benefit from an enhanced public realm. The area's unique charm and proximity to high footfall areas, in particular Oxford Street, together with its connectivity to wider London, the rest of the UK and internationally, makes Fitzrovia an ideal place to invest.

It is because of these factors that the case for investment in Fitzrovia's public realm is strong too and will directly contribute to attracting visitors, workers and further inward investment, thereby creating a virtuous cycle of new businesses and jobs.

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Theme 4 – Reducing Costs

Increasing occupancy costs continue to challenge business in Fitzrovia. Through specialist and sustainable procurement and economies of scale, the Fitzrovia Partnership provides added value and tangible benefits to help meet members' economic, corporate and social responsibility, and environmental ambitions.

This key programme has realised circa £4.6m in bottom line cost savings for business members.

The Fitzrovia Partnership will:

- Maintain our industry leading & award winning joint procurement and consolidation scheme to reduce member operation costs. Key commodities will include:
 - Energy including securing energy saving grants and incentives
 - Waste consolidation
 - Freight consolidation
 - Office supplies
 - Business rates
 - Free Training
- Specifically provide a waste management and freight consolidation scheme to both reduce costs and provide measurable environmental benefits.
- Encourage a switch to renewable sources of energy through collective procurement.

Theme 5 – Insights

To support the success of Fitzrovia businesses we are constantly evolving our approach to data-driven performance - capturing, publishing and utilising information to help inform our members work and business decisions.

We have delivered insights to support members, enhance customers experiences, attract visitors and investment, showcase the impact of our work programmes, evidence our advocacy and measure our overall impact.

Our communications programme has produced regular updates of relevant news and business insight for members together with a programme of networking and business insight events.

We want businesses in Fitzrovia to be equipped to perform at their optimum every day - and to assist that the BID seeks to provide business members with tools, guidance and support they need to thrive.

The Fitzrovia Partnership will:

- Provide a portal for sharing business intelligence and market data.
- Circulate weekly and monthly reports that contain insights into the performance of the area and central London.
- Establish a structure for regular assessment of the priorities and needs of different business sectors to ensure that activities are focused on sustainable working, increasing revenue and reducing business costs.
- Collect data to aid, inform and guide commercial decision making:
 - Footfall monitoring
 - Underground access/egress numbers
 - Night tube numbers
 - Loyalty app user data
 - Vacancy rates
 - Impact reports (where applicable)
- Provide access to existing business support available through the local, London and National partners, as well as work in partnerships that can create additional local business support.
- Develop 'Smart Cities' thinking and developing which benefits apply to Fitzrovia.

Theme 6 – Promotion and Communication

The Fitzrovia Partnership has a broad communications and events programme that is free to use for member businesses. We promote and communicate to targeted audiences, from local business owners, to employees, to the local community, to visitors to Fitzrovia.

Our events, business collaborations and promotional programmes with their bespoke offers for member organisations, make the area a fun and vibrant place to be.

The Fitzrovia Partnership will:

Promotions

- Provide access to local marketing promotional platform.
- Work with the Local Authority and partners on targeted, district-wide events to attract visitors and a strategy to promote the district. Events and partnerships to continually create news, content and reasons to visit:
 - Food and retail events
 - Homeware shopping promotion
 - Retail calendar trails
 - Quarterly loyalty promotion
 - London-wide events, e.g. London Design Festival
- Deliver promotional activity via social media, website, printed material newsletters.
- Deliver exclusive member to member offers and consumer loyalty scheme and facilitate member collaborations, connecting the office community with retail and hospitality venues.
- Deliver a seasonal lights campaign

Communications

- Provide weekly business and operational newsletters to ensure our members are kept up-to-date with what is happening in the area.
- Ad hoc e-alerts with time critical information e.g. security updates.
- Deliver workshops, seminars and face-to-face training with experts on key issues and topics, providing information, learning and development opportunities.
- Provide monthly email communications to the local community, visitors, website subscribers with local news, new openings, offers.
- Identify opportunities to encourage and foster new enterprises.
- Work in collaboration with Camden and business to improve local employment and skills.
- Facilitate collaboration amongst the business and wider community. Actively engage the local community into a CSR programme.

West Fitzrovia

West Fitzrovia is bordered by a number of Business Improvement Districts which have established themselves over the past 20 years. The most recent being the Harley Street Area Partnership. During the last renewal of The Fitzrovia Partnership, the area of West Fitzrovia was identified as a potential area for the current BID to explore, particularly given the alignment of agenda and interest amongst a number of businesses in the area.

It was subsequently agreed in the 2017 renewal plan to review the possible establishment of a BID in West Fitzrovia to work alongside the current Camden based BID. A BID in the area will bring with it a collaborative approach and sustainable income stream to support locally driven initiatives and aspirations, many of which are outlined in the Neighbourhood Plan.

Early engagement with businesses in West Fitzrovia has shown a broad appetite to further explore the establishment of a business collective for this part of Fitzrovia. Business interviews undertaken have suggested an agenda focused on enhancing the economic wellbeing, COVID-19 recovery, responding to the ongoing issues of air quality, congestion and environmental improvement and maintaining the strong heritage of the area.

To facilitate the development process the initiative will be championed by The Fitzrovia Partnership, who will bring resource and energy to the project, as well as expertise in setting up the formal and informal elements of a Business Improvement District. The new entity working collaboratively with the existing BID area will deliver added value, alignment and synergy across the full extent of Fitzrovia.

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Finance

The levy that provides the BID's funding is governed by a set of BID rules.

Essentially, when the BID is approved at ballot all eligible businesses will pay 1% of their rateable value to fund the action plan set out in this Business Plan. The BID will be in place for five years and all retail, leisure, food and beverage and office businesses at or above the £160,000 threshold of rateable value level will be liable for contributing to the BID.

The BID Rules

- The BID term will be a period of five years from 1 Aug 2022 until 31 July 2027;
- The BID levy will be applied to rated properties in the BID district with a rateable value of £160,000 or more;
- The levy will be a fixed rate of 1% rateable value as at April 1, 2022 using the 2017 list for all eligible ratepayers;
- Properties that come into the rating list during the BID term will be subject to the levy from the effective date that the property is brought into the rating list and the rateable value effective at that time;
- Where the rateable value for an individual hereditament changes and results in a lower levy, then this comes into effect only from the start of the financial year in which the change is made and no refunds will be made for previous years. This is known as the closed year rule;
- The levy will assume an annual growth rate for inflation of 3% to be applied on April 1 each year;
- There will be no VAT charged on the BID levy;
- There is no distinction to be made between occupied or unoccupied hereditaments;
- The liability for the daily BID levy will fall on the eligible ratepayer;
- The eligible ratepayer will be liable for the BID levy for empty properties with no void period. Listed properties will be exempt;
- Charitable organisations in receipt of mandatory charitable relief from rates will receive an 80% allowance;
- Specifically, the NHS Trust Hospital will receive an 80% relief allowance;
- The BID levy will not be increased other than as specified in the levy rules;
- The BID levy rules and BID area cannot be altered without an alteration ballot.

Budget

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Income						
BID levy	1050000	1,081,500	1,113,945	1,147,363	1,181,784	5,574,593
Property Voluntary contributions	60000	61,800	63,654	65,564	67,531	318,548
Commercial Income	50000	51,500	53,045	54,636	56,275	265,457
Public Funding	50000	51,500	53,045	54,636	56,275	265,457
Total Income	1,210,000	1,246,300	1,283,689	1,322,200	1,361,866	6,424,054
Expenditure						
Voice & Representation	95,000	97,850	100,786	103,809	106,923	504,368
ESG	100,000	103,000	106,090	109,273	112,551	530,914
Environment & Place	250,000	257,500	265,225	273,182	281,377	1,327,284
Reducing Costs	100,000	103,000	106,090	109,273	112,551	530,914
Insights	60,000	61,800	63,654	65,564	67,531	318,548
Engagement & Communication	250,000	257,500	265,225	273,182	281,377	1,327,284
Administration & Management	200,000	206,000	212,180	218,545	225,102	1,061,827
Contingency	105,000	108,150	111,395	114,736	118,178	557,459
Total Expenditure	1,160,000	1,194,800	1,230,644	1,267,563	1,305,590	6,158,598
Annual surplus	50,000	51,500	53,045	54,636	56,275	
Cumulative reserves		101,500	154,545	209,181	265,457	265,457

Notes to Budget

Budget figures are indicative based on the anticipated levy income using 2017 rateable values. Assumed 3% annual inflationary increase and 100% levy collection rate. Levy income may fluctuate in relation to occupancy and is subject to the market at the time of the ratings assessment.

Allocations reflect current priorities; these may change causing variances and re-allocations across the five-year term. Any material variations of the budget will be approved by the Board. Contingency based upon 10% of BID levy.

Our management and overhead will be maintained beneath the industry benchmark of 20%, currently reflecting 19% of expenditure. We seek to leverage voluntary income, which will help enable more of our members' contributions to be allocated to work programmes, which directly benefit business and the local area in general.

Levy Monitoring

Through an Operating Agreement with the Council, a process will be put in place to monitor the collection of the BID levy over the duration of the five-year tenure.

Within one month of the ballot result, the Fitzrovia Partnership BID and the Council will set up a Monitoring Group. There will be at least two meetings of the group each financial year throughout the BID term. At each meeting the monitoring group will:

- Review the effectiveness of collection and enforcement of the BID levy
- Assess the information provided by the Fitzrovia Partnership BID and the Council to each party and make recommendations and/or adjustments

Leveraging additional Non-BID Levy Funding

The Fitzrovia Partnership BID will seek to grow its number of voluntary members and in particular leverage its activity towards the delivery of additional funding to support ongoing work programmes. This is with particular regard to public funding opportunities, property owners and commercial/corporate partners.

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Governance

Business Improvement Districts provide effective organisational models which bring together the business community, both occupiers and owners, and public authorities, to work together for the benefit of defined locations.

The Fitzrovia Partnership will have two categories of membership:

- **BID levy payers** - commercial occupiers liable to pay the Fitzrovia Partnership BID levy
- **Voluntary members** – companies and organisations that are not BID levy-payers, but approved by the BID Company Board

The nomination of voluntary members will be supported by either a financial contribution of a fixed annual sum (cash or in-kind) or their strategic importance to the delivery of the Fitzrovia Partnership BID's business objectives. Key groups might include smaller businesses that choose to join Fitzrovia Partnership on a voluntary basis and property owners.

The BID is established as a not-for-profit, limited by guarantee company, overseen by a BID Management Team and governed by a Board of Directors, to achieve the things that businesses have asked for and have been identified within the business plan.

Organisation Structure

The Board of Directors, which is chosen from the businesses that form the constituency of the organisation, will lead and guide the work of the Fitzrovia Partnership BID. The Board will have the appropriate balance of skills, experience, independence and knowledge to enable them to discharge their respective duties and responsibilities effectively. It will also seek diversity and ensure a representative mix of its membership.

The Board drives our stated aims and objectives and maintains good governance, overseeing the budget and monitoring performance.

Board Members

David Whittleton, Arup (Chairman)
David Byrne, The Doctors Laboratory (Deputy Chair)
John Bonning, The Building Centre
Jason Parker, Make Architects
Rebecca De Souza, Heal's
Vasiliki Arvaniti, Derwent London
Tom Leathart, City of London
Fiona Clark, David Miller Associates
Simon Wolny, UCLH
Aristos Papasavva, Gigs
Niccolo Consigli, MyBloomsbury
Jimmy Munoz, Metro Bank
Warren Fry, McDonalds
Richard Jackson, UCL
Rebecca Hossack, Rebecca Hossack Gallery

Observers

Cllr Adam Harrison, Cabinet Member, Camden Council
Inspector Paul Clarke, Metropolitan Police
Abbas Raza, Transport for London

The BID Board will meet quarterly and drive the set aims and objectives of the Company, as well as maintaining good governance, overseeing the budget and monitoring performance. The Board will consist of between 12-18 non-Executive Directors including the Chair. Directors will be appointed by the Board subject to ratification by the BID members at annual meetings of the company.

*Further details available in the Company Articles of Association

Observers can be appointed by the Board subject to ratification by BID members at annual meetings of the company.

The BID seeks to embrace the business and wider community with a programme of work that meets its stated aims and objectives. To help guide the BID in this pursuit, Board sub-groups might be set up to encourage participation and add value to the decision-making of the BID. Areas of focus will include finance and governance.

Management Team

The delivery of the BID's business plan will be led by the Management team, accountable to the Chairman and Board. The team will work with the Board and sub-group members, partners and specialist service providers to ensure the effective implementation of the agreed annual action plan.

The Council

A key relationship will exist between the BID and the Council. The Council is the main determining authority in respect of the streets and properties in the area of the BID. Two important legal agreements will exist between the BID and the Council:

- An **Operating Agreement** which outlines how the BID levy monies are collected, administered and passed over to the BID.
- A **Baseline Agreement** which specifies the level of Council-led service provision in the area, ensuring that any services the BID provides are additional.

* To view the Operating Agreement and Baseline Agreement go to fitzroviapartnership.com

Voluntary members

Businesses of all sizes will be important to the Fitzrovia Partnership BID. The BID will maintain a voluntary membership scheme for businesses falling beneath the BID levy threshold or outside of the BID's geographical area. This will give smaller businesses the opportunity to engage with, and benefit from, the BID, while not being compelled to contribute a mandatory levy. By enabling businesses with a rateable value of less than £160,000 to provide a voluntary levy, we will be able to enhance the level of the annual budget. Membership fees will be based on the same methodology as BID levy members.

Property Owners

Property owners in the area will be encouraged to join the BID on a voluntary basis and help inform the more long-term objectives of the organisation. As set out in the membership criteria, membership will be on the basis of a financial contribution towards the overall management of the BID or towards specific projects the BID seeks to advance.

Moving forward a more formal arrangement for property owners will be explored and a property forum established to represent owners in Fitzrovia.

Wider Stakeholders

The Business Improvement District is a voice for business interests in the district. But any ambition can only be achieved with the support of partners in the local community.

The Partnership communicates and works with the local community and provides an opportunity for wider views to be embraced within The Partnership's decision making.

There is a significant and eclectic residential community within Fitzrovia; a community proud of the area's heritage and status and keen to protect its future wellbeing.

Engaging with the wider community, those that work and live in the area will continue to be an important part of the organisation's work plan to help deliver an improved sense of place for all to enjoy and benefit from.

Throughout, the BID will work closely with local residents to ensure that they input into the both the strategic direction and specific projects to ensure that they play a part in the future development for The Fitzrovia.

The Ballot - Using your vote

A successful BID has to have 'buy-in' from the majority of those businesses who will finance it – both for a successful vote and also to ensure the partnership evolves in a positive environment.

Governed by Government legislation and regulations, BIDs are statutorily established once voted for by the majority of businesses in an area and have a maximum term of five years before returning to their electorate for renewal. Once a majority vote has been achieved, a BID levy becomes mandatory on all defined ratepayers.

For a BID to be introduced, the ballot of business must meet two conditions: a majority in number of those voting and a majority in proportion of rateable value of those voting. The BID levy is then applicable to all eligible businesses.

When the majority of eligible businesses vote to establish a Business Improvement District, they create a legal vehicle and give it legitimacy as the voice of local businesses.

Throughout the UK, this combination has proved a powerful force for delivery of change.

Voting procedures

From June 2022 you will be given the opportunity to vote on this business proposal for the renewal of the Fitzrovia Partnership BID.

To ensure neutrality, the BID ballot will be administered by the Council's Returning Officer and Electoral Services staff. It will be arranged in line with the rules set out in the BID regulations (2004) as approved by Parliament.

- Your ballot paper will be distributed on 10 June 2022
- You will need to cast and return your postal vote by 5pm on 28 July 2022
- The results of the vote will be announced on 29 July 2022

All eligible businesses will be entitled to one vote per hereditament. Some businesses occupying more than one hereditament within the area will therefore be entitled to more than one vote.

A full list of businesses eligible to vote is available at fitzroviapartnership.com.

To discuss this document in more detail please call/e-mail 020 3146 4260 to speak to Lee Lyons.

Full ballot arrangements are available at fitzroviapartnership.com.

The BID is your opportunity to have an influential voice and implement changes that will positively affect your business and help us all to promote a thriving Fitzrovia.

Working together with our partners and our local communities, we can ensure that The Fitzrovia remains a vibrant, viable and sustainable area which works for businesses and residents and of which everyone can be proud.

It's your vote. Use it.

PlaceRef	PropDesc	RV	PropAddress1	PropAddress2	PropAddress3	PropAddress4	PostCode
00948013000007	HOTEL AND PREMISES		2275000 GRAFTON HOTEL	130 TOTTENHAM COURT ROAD	LONDON		W1T 5AY
00948017000564	HOTEL AND PREMISES		245000 THE COTTON ROOMS 5TH & 6TH AT	170 TOTTENHAM COURT ROAD	LONDON		W1T 7NP
01085001113006	HOTEL & PREMISES		784000 MYHOTEL	11-13 BAYLEY STREET	BEDFORD SQUARE		WC1B 3HD
00948023423601	PUBLIC HOUSE AND PREMISES		199000 THE JACK HORNER	234-236 TOTTENHAM COURT ROAD	LONDON		W1T 7QN
00889035530001	OFFICES AND PREMISES		402500 GRD FLR	FITZROY HOUSE	355 EUSTON ROAD		NW1 3AL
00889035530002	OFFICES AND PREMISES		245000 PART 1ST FLR	FITZROY HOUSE	355 EUSTON ROAD		NW1 3AL
00889035530003	OFFICES AND PREMISES		625000 3RD & 4TH FLR	FITZROY HOUSE	355 EUSTON ROAD		NW1 3AL
00889035530004	OFFICES AND PREMISES		445000 2ND FLR	FITZROY HOUSE	355 EUSTON ROAD		NW1 3AL
00889035530005	OFFICES AND PREMISES		199000 PART 1ST FLR	FITZROY HOUSE	355 EUSTON ROAD		NW1 3AL
00889037120053	OFFICES AND PREMISES		345000 BST-4TH FLRS	371 EUSTON ROAD	LONDON		NW1 3AR
00927003400001	OFFICES AND PREMISES		472500 1ST FL	MIDDLESEX HOUSE	34-42 CLEVELAND STREET		W1T 4JE
00927003420012	OFFICES AND PREMISES		262500 GND FLR REAR	34-42 CLEVELAND STREET	LONDON		W1T 4DR
00927003420032	OFFICES AND PREMISES (DABW)		217500 3RD FLR NORTH & SOUTH REAR	MIDDLESEX HOUSE AT	34-42 CLEVELAND STREET		W1T 4IE
00927003420034	OFFICES AND PREMISES (DABW)		214000 3RD FLR NORTH & SOUTH FRONT	MIDDLESEX HOUSE	34-42 CLEVELAND STREET		W1T 4IE
00927003430041	OFFICES AND PREMISES		292500 4TH FLR (INCL SOUTH REAR) J-M	MIDDLESEX HOUSE	34-42 CLEVELAND STREET		W1T 4IE
00927003442035	OFFICES AND PREMISES		203000 4TH F NORTH & SOUTH FRONT	MIDDLESEX HOUSE	34-42 CLEVELAND STREET		W1T 4IE
00927003442077	OFFICES AND PREMISES		480000 (BLUE 449) 2ND FLOOR	MIDDLESEX HOUSE	34-42 CLEVELAND STREET		W1T 4IE
00927012800001	OFFICES AND PREMISES		395000 128-134 CLEVELAND STREET	LONDON			W1T 6PH
0092800391002A	OFFICES AND PREMISES		375000 39-40 WARREN STREET	LONDON			W1T 6AF
00928007030001	OFFICES AND PREMISES		340000 70 WARREN STREET	LONDON			W1T 5NZ
00933000100127	OFFICES AND PREMISES		402500 (INCL 1-2 BROMLEY PLACE)	1 CONWAY STREET	LONDON		W1T 6LR
00933002620041	OFFICES AND PREMISES		183000 BST-GRD FLR 26-28	CONWAY STREET	LONDON		W1T 68Q
00933002620042	OFFICES AND PREMISES		450000 1ST -4TH FLR 26-28	CONWAY STREET	LONDON		W1T 68Q
00936000800001	OFFICES AND PREMISES		7260000 8 FITZROY STREET	LONDON			W1T 4BH
00936001200005	OFFICES AND PREMISES		243000 12 FITZROY STREET	LONDON			W1T 4BL
00937000100034	OFFICES AND PREMISES		445000 3RD-4TH FLRS	ADAM HOUSE	1 FITZROY SQUARE		W1T 5HF
00937000100041	OFFICES AND PREMISES		169000 1ST F ADAM HOUSE	1 FITZROY SQUARE	LONDON		W1T 5HE
00937000400051	OFFICES AND PREMISES		282500 (INCL BST 5 GRAFTON MEWS)	4 FITZROY SQUARE	LONDON		W1T 5HQ
0093700293001A	OFFICES AND PREMISES		270000 29-30 FITZROY SQUARE	LONDON			W1T 6ET
00937003620012	OFFICES AND PREMISES		550000 BST-1ST FLRS	36-38 FITZROY SQUARE	LONDON		W1T 6EY
00937003638027	OFFICES AND PREMISES		183000 2ND FLR	36-38 FITZROY SQUARE	LONDON		W1T 6EY
00937003638031	OFFICES AND PREMISES		177000 3RD FLR	36-38 FITZROY SQUARE	LONDON		W1T 6EY
00937004010029	OFFICES AND PREMISES		169000 40 FITZROY SQUARE	LONDON			W1T 6AY
00941000620034	OFFICE AND PREMISES		242000 3RD FLR	6-10 WHITFIELD STREET	LONDON		W1T 2RE
00941000620041	OFFICES AND PREMISES		174000 4TH FLR	6-10 WHITFIELD STREET	LONDON		W1T 2RE
00941000720021	OFFICES AND PREMISES		357500 BST MEZZ & PT GND F	7-9 WHITFIELD STREET	LONDON		W1T 2AS
00941004010014	OFFICES AND PREMISES		885000 1ST-4TH FLRS	40 WHITFIELD STREET	LONDON		W1T 2RH
00941004520001	OFFICES AND PREMISES		497500 45-51 WHITFIELD STREET	LONDON			W1T 4HB
00941007620005	OFFICES AND PREMISES		234000 2ND FLR	76-80 WHITFIELD STREET	LONDON		W1T 4EZ
00941007620006	OFFICES AND PREMISES		257500 3RD FLR	76-80 WHITFIELD STREET	LONDON		W1T 4EZ
00941007620007	OFFICES AND PREMISES		199000 4TH FLR	76-80 WHITFIELD STREET	LONDON		W1T 4EZ
00941007620007	OFFICES AND PREMISES		199000 4TH FLR	76-80 WHITFIELD STREET	LONDON		W1T 4EZ
00941007620008	OFFICES AND PREMISES		457500 5TH FLR	76-80 WHITFIELD STREET	LONDON		W1T 4EZ
00941009000026	OFFICES AND PREMISES		184000 WEST CORNER UNIT PT 1ST FLR	THE QUBE	90 WHITFIELD STREET		W1T 4EZ
00941009000027	OFFICES AND PREMISES		980000 ATRIUM UNIT PT 1ST FLR	THE QUBE	90 WHITFIELD STREET		W1T 4EZ
00941009000044	OFFICES AND PREMISES		830000 4TH FLR NORTH	THE QUBE	90 WHITFIELD STREET		W1T 4EZ
00941009000045	OFFICES AND PREMISES		377500 4TH FLR SOUTH THE QUBE	THE QUBE	90 WHITFIELD STREET		W1T 4EZ
00941009000015	OFFICES AND PREMISES		390000 5TH FLR FRONT	THE QUBE	90 WHITFIELD STREET		W1T 4EZ
00941009030026	OFFICES AND PREMISES		710000 5TH FLR REAR	THE QUBE	90 WHITFIELD STREET		W1T 4EZ
00941009030031	OFFICES AND PREMISES		402500 3RD FLR FRONT THE QUBE	90 WHITFIELD STREET	LONDON		W1T 4EZ
00941009030042	OFFICE AND PREMISES		750000 3RD FLR REAR THE QUBE	90 WHITFIELD STREET	LONDON		W1T 4EZ
00947004800191	OFFICES AND PREMISES		1130000 BST GRD -3RD FLRS	4-8 MAPLE STREET	LONDON		W1T 5HD
00948002480031	OFFICES AND PREMISES		188000 1ST FLR	248-250 TOTTENHAM COURT ROAD	LONDON		W1T 7QZ
00948003900012	OFFICES AND PREMISES		255000 5TH FLR	THE MET BUILDING	39-45 TOTTENHAM COURT ROA		W1T 2EA
00948003930097	OFFICES AND PREMISES		257500 9TH F THE MET BUILDING	39-45 TOTTENHAM COURT ROAD	LONDON		W1T 2EA

00948003930102	OFFICES AND PREMISES	257500 10TH F THE MET BUILDING	39-45 TOTTENHAM COURT ROAD	LONDON	W1T 2EA
00948003945137	OFFICES AND PREMISES	257500 12TH F THE MET BUILDING	39-45 TOTTENHAM COURT ROAD	LONDON	W1T 2EA
00948004345006	OFFICES AND PREMISES	292500 BST & GND FS	45 TOTTENHAM COURT ROAD	LONDON	W1T 4TJ
00948008080009	OFFICES AND PREMISES	305000 5TH FLR	88-94 TOTTENHAM COURT ROAD	LONDON	W1T 4TJ
00948009010021	OFFICES AND PREMISES	277500 2ND FLR	90 TOTTENHAM COURT ROAD	LONDON	W1T 4TJ
00948009020004	OFFICES AND PREMISES	285000 4TH FLR	90-91 TOTTENHAM COURT ROAD	LONDON	W1T 4TJ
00948009030022	OFFICES AND PREMISES	221000 3RD FLR RIGHT	90-91 TOTTENHAM COURT ROAD	LONDON	W1T 4TJ
00948009091013	OFFICES AND PREMISES	327500 1ST F	90-91 TOTTENHAM COURT ROAD	LONDON	W1T 4TJ
00948009710023	OFFICES AND PREMISES	267500 2ND FLR	97 TOTTENHAM COURT ROAD	LONDON	W1T 4TP
00948009710045	OFFICES AND PREMISES	257500 4TH FLR	97 TOTTENHAM COURT ROAD	LONDON	W1T 4TP
00948011030111	OFFICES AND PREMISES	162000 1ST FLR	110-113 TOTTENHAM COURT ROAD	LONDON	W1T 5AG
00948011030122	OFFICES AND PREMISES	163000 2ND FLR	110-113 TOTTENHAM COURT ROAD	LONDON	W1T 5AG
00948014900025	OFFICES AND PREMISES	820000 2ND FLR	MAPLE HOUSE	LONDON	W1T 7NF
00948014900062	OFFICES AND PREMISES	615000 6TH FLR	MAPLE HOUSE	LONDON	W1T 7NF
00948014930011	OFFICE AND PREMISES	382500 1ST FLR FRONT A WING	MAPLE HOUSE	LONDON	W1T 7NF
00948014930015	OFFICES AND PREMISES	168000 (EXCL FRONT LEFT) 1ST FLOOR REAR	MAPLE HOUSE (UCL)	LONDON	W1T 7NF
00948014930034	OFFICES AND PREMISES	1140000 3RD & 4TH FLRS A WING AT	MAPLE HOUSE	LONDON	W1T 7NF
00948014930041	OFFICES AND PREMISES	322500 4TH FLR (B WING)	MAPLE HOUSE	LONDON	W1T 7NF
00948014930051	OFFICES AND PREMISES	342500 WEST WING 5TH FLR	MAPLE HOUSE	LONDON	W1T 7NF
00948014930052	OFFICES AND PREMISES	280000 NORTH WING 5TH FLR	MAPLE HOUSE	LONDON	W1T 7NF
00948014930072	OFFICES AND PREMISES	350000 7TH FLR	MAPLE HOUSE	LONDON	W1T 7NF
00948016317035	OFFICES AND PREMISES	347500 3RD FLR	163-170 TOTTENHAM COURT ROAD	LONDON	W1T 7NP
00948016320011	OFFICES AND PREMISES	337500 1ST FLR	163-170 TOTTENHAM COURT ROAD	LONDON	W1T 7NP
00948016320024	OFFICES AND PREMISES	347500 2ND FLR	163-170 TOTTENHAM COURT ROAD	LONDON	W1T 7NP
00948016320042	OFFICES AND PREMISES	342500 4TH FLR	163-170 TOTTENHAM COURT ROAD	LONDON	W1T 7NP
00948020010088	OFFICES AND PREMISES	272500 5TH F GLEN HOUSE	200-208 TOTTENHAM COURT ROAD	LONDON	W1T 7PL
00948020020817	OFFICES AND PREMISES	375000 1ST FLR GLEN HOUSE	200-208 TOTTENHAM COURT ROAD	LONDON	W1T 7PL
00948020020841	OFFICES AND PREMISES	375000 4TH F GLEN HOUSE	200-208 TOTTENHAM COURT ROAD	LONDON	W1T 7PL
00948020020872	OFFICES AND PREMISES	350000 2ND FLR	GLEN HOUSE	LONDON	W1T 7PL
00948020030113	OFFICES AND PREMISES	357500 3RD F GLEN HOUSE	200-208 TOTTENHAM COURT ROAD	LONDON	W1T 7PL
00948024802501	OFFICES AND PREMISES	197000 2ND FLR	248-250 TOTTENHAM COURT ROAD	LONDON	W1T 7QZ
00948026500002	OFFICES AND PREMISES	312500 1ST FLR	265 TOTTENHAM COURT ROAD	LONDON	W1T 7RJ
00948026500036	OFFICES AND PREMISES	312500 3RD FLR	265 TOTTENHAM COURT ROAD	LONDON	W1T 7RJ
00948026500049	OFFICES AND PREMISES	312500 4TH FLR	265 TOTTENHAM COURT ROAD	LONDON	W1T 7RJ
00948027900024	OFFICES AND PREMISES	184000 2ND FL	279 TOTTENHAM COURT ROAD	LONDON	W1T 7RJ
00948027910014	OFFICES AND PREMISES	201000 4TH FLR	279 TOTTENHAM COURT ROAD	LONDON	W1T 7RJ
00948027910031	OFFICES AND PREMISES	185000 3RD FLR	279 TOTTENHAM COURT ROAD	LONDON	W1T 7RJ
00948027910056	OFFICES AND PREMISES	290000 5TH & 6TH FLRS	279 TOTTENHAM COURT ROAD	LONDON	W1T 7RJ
01053001000008	OFFICES AND PREMISES	240000 10 MAPLE STREET	LONDON	LONDON	W1T 5HA
01053003630012	OFFICES AND PREMISES	160000 BST & GND FLRS	36-40 MAPLE STREET	LONDON	W1T 6HE
01057002000121	OFFICES AND PREMISES	267500 85T-1ST FLRS	20 TOTTENHAM STREET	LONDON	W1T 4RG
01058003320012	OFFICES AND PREMISES	330000 1ST FLR	33-37 CHARLOTTE STREET	LONDON	W1T 1RS
01058003320024	OFFICES AND PREMISES	163000 2ND FLR	33-37 CHARLOTTE STREET	LONDON	W1T 1RS
01058003320042	OFFICES AND PREMISES	168000 4TH FLR	33-37 CHARLOTTE STREET	LONDON	W1T 1RS
01058007400039	OFFICES AND PREMISES	199000 1ST F ARIEL HOUSE	74A CHARLOTTE STREET	LONDON	W1T 4QN
01058007410012	OFFICES AND PREMISES	209000 2ND F ARIEL HOUSE	74A CHARLOTTE STREET	LONDON	W1T 4QN
01063000216027	OFFICES AND PREMISES	180000 2ND F KINGS COURT	74A CHARLOTTE STREET	LONDON	W1T 2QA
01063002160012	OFFICES AND PREMISES	204000 1ST FLR KINGS COURT	2-16 GOODGE STREET	LONDON	W1T 2QA
0107000272001	OFFICES AND PREMISES	249000 27-28 WINDMILL STREET	LONDON	LONDON	W1T 2JH
01079000100016	OFFICES AND PREMISES	590000 1ST FLR THE COURTYARD	1 ALFRED PLACE	LONDON	WC1E 7EB
01079000100024	CLUB AND PREMISES	495000 2ND FLR THE COURTYARD	1 ALFRED PLACE	LONDON	WC1E 7EB
01079000100043	OFFICES AND PREMISES	280000 (EXC 3RD FLR CENTRAL NORTH & NORTH-THE COURTYARD	1 ALFRED PLACE	LONDON	WC1E 7EB
01079001000192	OFFICES AND PREMISES	1060000 1ST-3RD FLRS (INC GND F)	10 ALFRED PLACE	LONDON	WC1E 7EB
01082000519995	OFFICES AND PREMISES	1330000 STAFFORDSHIRE HOUSE	5-9 SOUTH CRESCENT	LONDON	WC1E 7BD
01082001000001	OFFICES AND PREMISES	2700000 10 SOUTH CRESCENT	LONDON	LONDON	WC1E 7BD
01085000820024	OFFICES AND PREMISES	170000 8-9 BAYLEY STREET	LONDON	LONDON	WC1B 3HB

01086000100105	OFFICES AND PREMISES	452500 10TH FLR	1 STEPHEN STREET	LONDON	WIT 1AL
01086000110013	OFFICES AND PREMISES	39900000 3RD-7TH FLRS AT	NO 1 STEPHEN STREET	LONDON	WIT 1AL
01086000110018	OFFICES AND PREMISES	615000 8TH FLR AT	NO 1 STEPHEN STREET	LONDON	WIT 1AL
01086000110019	OFFICES AND PREMISES	460000 9TH FLR AT NO	1 STEPHEN STREET	LONDON	WIT 1AL
01086000110031	OFFICES AND PREMISES	700000 STUDIOS 2-5 BST & GND FLR	1 STEPHEN STREET	LONDON	WIT 1AL
01086000110042	OFFICES AND PREMISES	1190000 2ND FLR AT NO	1 STEPHEN STREET	LONDON	WIT 1AL
01086000110071	OFFICES AND PREMISES	1300000 STUDIO 1 AT	1 STEPHEN STREET	LONDON	WIT 1AL
01086000210041	OFFICES AND PREMISES	280000 4TH FLR	2 STEPHEN STREET	LONDON	WIT 1AN
01086002120002	OFFICES AND PREMISES	287500 GND FLR	21-28 STEPHEN STREET	LONDON	WIT 1LW
01086002120003	OFFICES AND PREMISES	235000 1ST FLR	21-28 STEPHEN STREET	LONDON	WIT 1LW
01086002120004	OFFICES AND PREMISES	235000 2ND FLR	21-28 STEPHEN STREET	LONDON	WIT 1LW
01086002120005	OFFICES AND PREMISES	235000 3RD FLR	21-28 STEPHEN STREET	LONDON	WIT 1LW
01086002120006	OFFICES AND PREMISES	232000 4TH FLR	21-28 STEPHEN STREET	LONDON	WIT 1LW
01086002120007	OFFICES AND PREMISES	210000 5TH FLR	21-28 STEPHEN STREET	LONDON	WIT 1LW
00937000910005	OFFICES OFFICE AND PREMISES	162000 9 FITZROY SQUARE	LONDON	WIT 5HW	
01070001120001	OFFICES AND PREMISES	15000000 11-14 WINDMILL STREET	LONDON	WIT 2IG	
0000264299017	RESTAURANT AND PREMISES	196000 133 134-134A TOTTENHAM COURT RD	LONDON	WIT 58A	
00948026010031	RESTAURANT AND PREMISES	200000 UNIT A GND FLR	260 TOTTENHAM COURT ROAD	LONDON	WIT 7RF
00948026600001	RESTAURANT AND PREMISES	307500 266 TOTTENHAM COURT ROAD	LONDON	WIT 7RQ	
00948026700028	RESTAURANT AND PREMISES	427500 267 TOTTENHAM COURT ROAD	LONDON	WIT 7RQ	
00948700220023	RESTAURANT AND PREMISES	187000 UNIT G TOTTENHAM WALK	TOTTENHAM COURT ROAD	LONDON	WIT 1BX
00948700220045	RESTAURANT AND PREMISES	183000 UNIT H TOTTENHAM WALK	28-29 TOTTENHAM COURT ROAD	LONDON	WIT 1BT
01058003300008	RESTAURANT AND PREMISES	246000 BST & GND FS	33 CHARLOTTE STREET	LONDON	WIT 1RR
01058003537006	RESTAURANT AND PREMISES	347500 8ST-GND FLR	35-37 CHARLOTTE STREET	LONDON	WIT 1RR
01058005557012	RESTAURANT AND PREMISES	182000 BST & GND FS	55-57 CHARLOTTE STREET	LONDON	WIT 4PD
01058006010001	RESTAURANT AND PREMISES	172000 BST & PT GND FLR	60 CHARLOTTE STREET	LONDON	WIT 2NU
00948010130011	CAFE AND PREMISES	172000 UNIT 1	THE QUBE	101-106 TOTTENHAM COURT RC	LONDON
0000264399003	SHOP AND PREMISES	420000 BST & GND FS	200-204 TOTTENHAM COURT ROAD	LONDON	WIT 4EZ
00927003200001	SHOP AND PREMISES	427500 32 CLEVELAND STREET	LONDON	WIT 7FL	
00948000100009	SHOP AND PREMISES	204000 UNIT A TOTTENHAM WALK	TOTTENHAM COURT ROAD	LONDON	WIT 1BX
00948000100018	SHOP AND PREMISES	277500 UNIT C TOTTENHAM WALK	TOTTENHAM COURT ROAD	LONDON	WIT 1BX
00948000617044	SHOP AND PREMISES	287500 UNIT 4	6-17 TOTTENHAM COURT ROAD	LONDON	WIT 1AZ
00948000617054	SHOP AND PREMISES	385000 UNIT 5	6-17 TOTTENHAM COURT ROAD	LONDON	WIT 1AZ
00948000617069	SHOP AND PREMISES	295000 UNIT 6	6-17 TOTTENHAM COURT ROAD	LONDON	WIT 1AZ
00948000617139	SHOP AND PREMISES	760000 UNITS 1-3	6-17 TOTTENHAM COURT ROAD	LONDON	WIT 1AZ
00948004300005	SHOP AND PREMISES	267500 43 TOTTENHAM COURT ROAD	LONDON	WIT 2EA	
00948005300001	SHOP AND PREMISES	2230000 BST & GND FLRS	53-54 TOTTENHAM COURT ROAD	LONDON	WIT 2EJ
00948005500012	SHOP AND PREMISES	605000 BST GND & 1ST FL	55 TOTTENHAM COURT ROAD	LONDON	WIT 2EQ
00948008000015	SHOP AND PREMISES	352500 BST & GND FS	80-81 TOTTENHAM COURT ROAD	LONDON	WIT 4TE
00948008210023	SHOP AND PREMISES	169000 BST & GND F	82 TOTTENHAM COURT ROAD	LONDON	WIT 4TF
00948009500022	SHOP AND PREMISES	232000 BST-1ST FS	95 TOTTENHAM COURT ROAD	LONDON	WIT 4TW
00948011080019	SHOP AND PREMISES	305000 BST PT & GND F PT	110-113 TOTTENHAM COURT ROAD	LONDON	WIT 5AG
00948012000013	SHOP AND PREMISES	249000 BST & GND FS	120-122 TOTTENHAM COURT ROAD	LONDON	WIT 5AP
00948012412516	SHOP AND PREMISES	181000 123 TOTTENHAM COURT ROAD	LONDON	WIT 5AR	
00948014114516	SHOP AND PREMISES	290000 BST-GND FS	124-125 TOTTENHAM COURT ROAD	LONDON	WIT 5AS
00948014790016	SHOP AND PREMISES	910000 GND FLR	141-145 TOTTENHAM COURT ROAD	LONDON	WIT 7NE
0094801517013	SHOP AND PREMISES	890000 15-17 TOTTENHAM COURT ROAD	147-149 TOTTENHAM COURT ROAD	LONDON	WIT 7NF
00948015800008	SHOP AND PREMISES	200000 158 TOTTENHAM COURT ROAD	LONDON	WIT 1AZ	
00948016900014	SHOP AND PREMISES	179000 GND & MEZZ F	LONDON	WIT 7NH	
00948017100119	SHOP AND PREMISES	217000 BST & GND FS	169 TOTTENHAM COURT ROAD	LONDON	WIT 7NP
00948018030018	SHOP AND PREMISES	224000 BST & GND FS	171 TOTTENHAM COURT ROAD	LONDON	WIT 7OL
00948018520006	SHOP AND PREMISES	179000 BST & GND FS	180-182 TOTTENHAM COURT ROAD	LONDON	WIT 7PB
00948019000006	SHOP AND PREMISES	224000 BST & GND FS	185-186 TOTTENHAM COURT ROAD	LONDON	WIT 7PG
00948019119947	SHOP AND PREMISES	1140000 HEALS	190 TOTTENHAM COURT ROAD	LONDON	WIT 7LH
00948019119950	SHOP AND PREMISES	815000 HABITAT	191-199 TOTTENHAM COURT ROAD	LONDON	WIT 7LG

00948020420001	SHOP AND PREMISES	445000 (INC GND FLR PT 200-208)	PT BST & PT GND FLR	204-208 TOTTENHAM COURT RC	LONDON	WIT 7PL
00948020921004	SHOP AND PREMISES	422500 8ST-GND FLR	209-210 TOTTENHAM COURT ROAD	LONDON	LONDON	WIT 7PN
00948021120017	SHOP AND PREMISES	250000 GND FLOOR	211-212 TOTTENHAM COURT ROAD	LONDON	LONDON	WIT 7PP
00948021321501	SHOP/OFFICE AND PREMISES	1120000 INCL 3RD & 4TH FLRS ALFRED PLACE	BS 2113-215 TOTTENHAM COURT ROAD	LONDON	LONDON	WIT 7PS
00948021621705	SHOP AND PREMISES	452500 8ST & GND F	216-217 TOTTENHAM COURT ROAD	LONDON	LONDON	WIT 7PT
00948021821907	SHOP AND PREMISES	252500 8ST & GND FLR	218-219 TOTTENHAM COURT ROAD	LONDON	LONDON	WIT 7PX
00948022000018	SHOP AND PREMISES	240000 8ST & GND FLRS	225-226 TOTTENHAM COURT ROAD	LONDON	LONDON	WIT 7QE
0094802202240A	SHOP AND PREMISES	800000 8ST & GND FLOORS	220-224 TOTTENHAM COURT ROAD	LONDON	LONDON	WIT 7QE
00948023120001	SHOP AND PREMISES	390000 231-233 TOTTENHAM COURT ROAD	LONDON	LONDON	LONDON	WIT 7QE
00948025210003	SHOP AND PREMISES	182000 HEMA	252 TOTTENHAM COURT ROAD	LONDON	LONDON	WIT 7QN
00948025210003	SHOP AND PREMISES	182000 HEMA	252 TOTTENHAM COURT ROAD	LONDON	LONDON	WIT 7QN
00948025210003	SHOP AND PREMISES	350000 UNIT D	TOTTENHAM WALK	23-24 TOTTENHAM COURT ROA	LONDON	WIT 18X
00948700220056	SHOP AND PREMISES	332500 UNIT C1	TOTTENHAM COURT WALK	TOTTENHAM COURT ROAD	LONDON	WIT 1B1
00948700220066	SHOP AND PREMISES	282500 UNIT B	TOTTENHAM WALK	TOTTENHAM COURT ROAD	LONDON	WIT 1BN
00948700220078	SHOP AND PREMISES	520000 8ST 7 GND FS	10-16 GOODGE STREET	LONDON	LONDON	WIT 20B
01063001016017	SHOP AND PREMISES	505000 UNIT 7 AT	6-17 TOTTENHAM COURT ROAD	LONDON	LONDON	WIT 1AZ
00948000620071	BANK AND PREMISES	440000 8ST & GND FS	39-41 TOTTENHAM COURT ROAD	LONDON	LONDON	WIT 2EA
00948003941037	BANK AND PREMISES	182000 LHS	88 TOTTENHAM COURT ROAD	LONDON	LONDON	WIT 4TH
00948008800022	BANK AND PREMISES	174000 GND F	156 TOTTENHAM COURT ROAD	LONDON	LONDON	WIT 7NH
00948015600009	SHOP AND PREMISES	236000 164-167 TOTTENHAM COURT ROAD	LONDON	LONDON	LONDON	WIT 7JE
00948016450019	BANK AND PREMISES	380000 8ST & GND FLRS	227 TOTTENHAM COURT ROAD	LONDON	LONDON	WIT 7QE
00948022710012	BANK AND PREMISES	190000 262 TOTTENHAM COURT ROAD	LONDON	LONDON	LONDON	WIT 7RG
00948026210021	BETTING SHOP AND PREMISES	270000 8ST	141-149 TOTTENHAM COURT ROAD	LONDON	LONDON	WIT 7NF
00948014120014	SHOWROOM AND PREMISES	1350000 25-27 STORE STREET	LONDON	LONDON	LONDON	WC1E 7BL
0108100252000A	SHOWROOM AND PREMISES	420000 8ST - 5TH FLRS	297-299 EUSTON ROAD	LONDON	LONDON	NW1 6AA
00889029720034	SHOP OFFICE AND PREMISES	380000 THE COLLEGE OF LAW	14 STORE STREET	LONDON	LONDON	WC1E 7DE
01081001400037	COLLEGE AND PREMISES	380000 17 CONWAY STREET	LONDON	LONDON	LONDON	WIT 6BR
00933001700042	SCHOOL AND PREMISES	272500 179A TOTTENHAM COURT ROAD	LONDON	LONDON	LONDON	WIT 7PA
00948179A00007	HEALTH AND FITNESS CLUB & PREMI:	600000 DOMINION THEATRE	268-269 TOTTENHAM COURT ROAD	LONDON	LONDON	WIT 7AQ
00948026828916	THEATRE AND PREMISES	585000 GRD & 1ST FLRS	262 TOTTENHAM COURT ROAD	LONDON	LONDON	WIT 7RG
00948026210017	CASINO AND PREMISES	6870000 UNIVERSITY COLLEGE HOSPITAL	235 EUSTON ROAD	LONDON	LONDON	NW1 2BU
00889023500001	HOSPITAL AND PREMISES	1420000 (INCL 2ND & 3RD FS 55 TOTTENHAM COURT ROAD)	COURT ROAD	16-24 WHITFIELD STREET	LONDON	WIT 2EJ
00941001620015	POLICE STATION AND PREMISES	1420000 (INCL 2ND & 3RD FS 55 TOTTENHAM COURT ROAD)	COURT ROAD)	16-24 WHITFIELD STREET	LONDON	WIT 2EJ
00941001620015	POLICE STATION AND PREMISES	272500 41 FITZROY SQUARE	LONDON	LONDON	LONDON	WIT 6AQ
00937004100009	HOSTEL AND PREMISES					