

OPERATING AGREEMENT

THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER

- and -

THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA

-and-

WEST CENTRAL BIDS LIMITED (TRADING AS KNIGHTSBRIDGE PARTNERSHIP)

(Knightsbridge Property Owner BID 2025 -2030)

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Operating Agreement

THIS DEED is made the day of 2025

BETWEEN

- (1) **THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER**, 64 Victoria Street, London SW1E 6QP (the "Lead Council") and
- (2) **THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA**, Town Hall, Hornton Street, London, W8 7NX (the "Council")
- (3) **WEST CENTRAL BIDS LIMITED (TRADING AS KNIGHTSBRIGE PARTNERSHIP)** (Company Reg No: 13712170) whose registered office is at 3 Castlegate, Grantham, Lincolnshire, NG31 6SF (the "BRS BID Company")

Recitals

- A. The Lead Council and Council are the billing authority for the purposes of the Local Government Finance Act 1988 and the Business Rate Supplements Act 2009 is responsible for collecting the BRS-BID levy and administering the BRS-BID Revenue Account which shall be used towards the operation of the BRS-BID within the area of the Lead Council and Council for the funding of the BRS-BID Arrangements.
- B. The BRS-BID Company is responsible for using the BRS-BID Levy for the purposes of achieving the BRS-BID Arrangements.
- C. All parties wish to confirm the arrangements by which the BRS-BID Levy shall be collected together with general arrangements as to the relationship to be established between the Lead Council, Council and the BRS-BID Company for the duration of the BID
- D. The purpose of this Agreement is to:
 - establish the procedure for setting the BRS-BID Levy;
 - confirm the basis upon which the Lead Council and Council will be responsible for collecting the BRS-BID Levy;
 - set out the enforcement mechanisms available for collection of the BRS-BID Levy;
 - set out the procedures for accounting and transference of the BRS-BID Levy;
 - provide for the monitoring and review of the collection of the BRS-BID Levy;
 - confirm the manner in which the Lead Council's and Council's expenses incurred in collecting the BRS-BID Levy shall be paid.

It is agreed as follows:

1. DEFINITIONS

- “2004 Regulations”** means the Business Improvement Districts (England) Regulations 2004 and such amendments to those regulations which may be made by the Secretary of State pursuant to Section 48 of the Local Government Act 2003 (from time to time).
- “Administrative Expenses”** - means costs incurred by the Lead Council and Council in the administration, collection and recovery of the BRS-BID Levy other than the Software Charges, Support and Maintenance Charges and External Auditor’s Costs.
- “Annual Report”** - means a report prepared by the Lead Council and Council which details
- (i) the amount of the BRS-BID Levy collected during the relevant Financial Year;
 - (ii) the success rate for the collection of the BRS-BID Levy;
 - (iii) the Lead Council's and Council’s proposals (if any) to help improve its efficiency in the collection and enforcement of the BRS-BID Levy;
 - (iv) those BRS-BID Levy Payers who have paid the BRS-BID Levy and those who have not paid the BRS-BID Levy;
 - (v) the Lead Council's and Council’s proposals for Bad or Doubtful Debts.
- “Appeal Notice”** - means a notice served by the BRS-BID Company in accordance with Clause 9.2.
- “Bad or Doubtful Debts”** - has the meaning given in Schedule 3 to the Regulations.

“Ballot”	means a ballot, renewal ballot, alteration ballot or re-ballot as appropriate held in respect of the Proposal in accordance with section 49(1) of the Local Government Act 2003
“Ballot Result Date”	means the date upon which a successful ballot result has been declared in favour of putting in place the BRS-BID Arrangements for the BRS-BID Term.
“Bankruptcy Order”	- has the meaning given in section 381 of the Insolvency Act 1986.
“BID”	means the geographical area of the BID, as that expression is defined in the 2004 Regulations and is that area within which the BRS-BID Arrangements operate as shown on the plan attached to this Agreement in Schedule 1.
“BRS-BID Arrangements”	- has the meaning given by s41 of the Local Government Act 2003.
“BRS-BID Company Report”	- means a report prepared by the BRS-BID Company for each Financial Year which details: <ul style="list-style-type: none"> (a) total income and expenditure arising from the BRS-BID Levy; (b) other income and expenditure of the BRS-BID Company; (c) a statement of actual and pending deficits; and (d) the various initiatives and schemes upon which the BRS-BID Levy has been expended by the BRS-BID Company.
“BRS-BID Levy”	- means the charge payable by the BID Levy Payer levied and collected by the Lead Council and Council during the Chargeable Period for the BRS BID Term pursuant to the Regulations and this Agreement.

- “BRS-BID Levy Payer(s)”** - means:
- the freeholder, as identified on His Majesties Land Registry
- Provided always that joint freeholders shall be jointly and severally liable for the BRS-BID Levy.
- “BRS-BID Levy Rules”** - means the rules set out in Schedule 2.
- “BRS-BID Revenue Account”** - means the account kept in accordance with Regulation 16 of the Regulations.
- “BRS-BID Term”** - means 1 June 2025 to 31 May 2030, Provided that:
- on the expiry of the BID Arrangements unless a renewal ballot for successor BID Arrangements for the BID has not been successful the BRS-BID Term shall expire on 31 May 2030;
 - or the BID Arrangements or any successor BID Arrangements have been terminated under Regulation 20 of the Regulations the BRS-BID Term shall expire on the date of termination of the BID Arrangements or successor BID Arrangements, as the case may be; or
 - Any successor BID Arrangements have been vetoed under Regulation 14 of the Regulations and any appeal against such veto has not been upheld the BRS-BID Term shall expire on 31 May 2030

“Chargeable Period(s)”	<ul style="list-style-type: none"> - means any one of the following periods: <ul style="list-style-type: none"> - 01/06/2025 – 31/03/2026 - 01/04/2026 – 31/03/2027 - 01/04/2027 – 31/03/2028 - 01/04/2028 – 31/03/2029 - 01/04/2029 – 31/03/2030 - 01/04/2030 – 31/05/2030 <p>Provided always that such period falls within the BRS-BID Term.</p>
“Committal”	- means an order made by Magistrates’ Court for a BRS-BID Levy Payer to be committed to prison for failure to pay the BRS-BID Levy.
“Contributors”	- means the BRS-BID Levy Payers and payers of a contribution or funds paid or made available to the BRS-BID Company which do not form part of the BRS-BID Levy.
“Demand Notice”	- has the meaning given in the Regulations.
“Enforcement Agent”	- Means an enforcement agent employed by the Lead Council, Council or on behalf of the Lead Council or Council through a contractor .
“Enforcement Notice”	- means a notice served on the Lead Council or Council in accordance with Clause 9.
“Entitled To Possession”	- has the meaning given to it in Part 3, section 65 of the Local Government Finance Act 1988
“External Auditor’s Costs”	means the sum charged by the Lead Council’s or Council’s external auditor in carrying out an audit of the BRS-BID Revenue Account
“Financial Year”	- means the financial year for the BRS-BID Company which runs from 1 st April to 31 st March.

“Hereditament”

has the meaning given in the Regulations.

“Index”

means the Consumer Prices Index compiled by the Office for National Statistics (or any body upon which duties in connection with the compilation and maintenance of such index may have devolved).

“Legislation”

means all relevant Acts of Parliament and statutory regulations, instruments and/or orders, guidance, codes of practice, byelaws and directives.

“Liability Order”

has the meaning given in the Regulations.

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"Mandatory Charitable NNDR Relief"	means relief which a local authority must grant under s43 of the Local Government Finance Act 1988.
"Monitoring Group"	means the group whose members are representatives from the Lead Council, Council and the BRS-BID Company.
"NNDR"	means Non-Domestic Rates under the Local Government Finance Act 1988.
"Proposals"	means the plan voted for by the BRS-BID levy Payers in a ballot which sets out the objectives of the BID Arrangements and identifies the various projects which will be undertaken using funds raised by the BID Levy and/or Voluntary Contributions to achieve those objectives
"Rateable Value"	means the Rateable Value of a Hereditament in accordance with Section 42(4) of the Local Government Finance Act 1988.
"Rating List"	means within the meaning of s41 of the Local Government Finance Act 1988.
"Regulations"	- means the Business Improvement Districts (Property Owners) (England) Regulations 2014 and such amendments to those regulations which may be made by the Secretary of State pursuant to Section 150 of the Local Government and Housing Act 1989 and section 29 of the Business Rate Supplements Act 2009 (from time to time).
"Reminder Notice"	- means the notice served pursuant to Clause 9.1.

“Single Instalment Due Date”	means the date by which the BID Levy as set out in the Demand Notice must be paid.
“Software Charges”	- means charges levied by Capita Business Services Ltd. (or their successors in title).
“Sum Unpaid”	- means the amount of the BRS-BID Levy which is unpaid after the Single Instalment Due Date.
“Support and Maintenance Charges “	<p>means annual charges levied by Capita Business Services Ltd. (or their successors in title) in relation to</p> <p>- the Academy BID software module for the Lead Council and Civica UK Limited for the Council or each of its successor or replacement and enhancements relating to BRS-BID Levy.</p>
“Unoccupied”	has the meaning given to it by section 65 of the Local Government Finance Act 1988.
“Valuation Office Agency” or “VOA”	means the executive agency, sponsored by HM Revenue & Customs, that gives the government the valuations and property advice needed to support taxation and benefits and maintains the Rating List, or any successor body in which such responsibilities are vested.
“Valuation Officer”	means the person appointed by the Commissioners of the Inland Revenue to compile and maintain the Valuation List.
“Voluntary Contributions”	- means any contribution or funds paid or made available to the BRS-BID Company which do not form part of the BRS-BID Levy.
“Winding-Up”	- means an order pursuant to section 125 of the Insolvency Act 1986.

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“Write Backs”

means the removal of a credit balance from a BID Revenue Account by the Lead Council and or Council in accordance with its audit guidelines and internal procedures

“Write-Off”

means a decision by the BID Company that an unpaid BID Levy will not be recovered.

- 1.1 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.3 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to **writing** or **written** includes email but not faxes.
- 1.8 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.9 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this agreement) at any time.

1.10 References to Clauses and Schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant Schedule.

1.11 Where there is any conflict or inconsistency between the provisions of the agreement, such conflict or inconsistency shall be resolved according to the following order of priority:

1.11.1 the Clauses of the agreement; and

1.11.2 the Schedules to this agreement.

2. STATUTORY AUTHORITIES

2.1 This Agreement is made pursuant to the Business Rate Supplements Act 2009 and Section 111 of the Local Government Act 1972 and all other enabling powers.

3. COMMENCEMENT

3.1 This Agreement shall not take effect until the Ballot Result Date and in any event shall determine and cease to be of any further effect in the event that:

3.1.1 the Secretary of State declares void a BRS-BID ballot under Regulation 11 of the Regulations;

3.1.2 the Lead Council in consultation with the Council exercises its veto under Regulation 14 of the Regulations and there is no successful appeal against the veto under Regulation 15 of the Regulations;

3.1.3 the BRS-BID Term expires; or

3.1.4 the Lead Council in consultation with the Council exercises its discretion to terminate the BRS-BID Arrangements in exercise of powers under Regulation 20 of the Regulations.

3.2 The expiry or termination of this Agreement shall be without prejudice to the Lead Council's (and Council's) powers and obligations under the Regulations in connection with the administration, collection and recovery of BRS-BID Levy payable in respect of a period prior to the expiry or termination of this Agreement, refunds to BRS-BID Levy Payers and the keeping and administration of the BRS-BID Revenue Account.

4. SETTING THE BRS-BID LEVY

- 4.1 As soon as possible upon the Ballot Result Date the Lead Council and Council shall:
- 4.1.1 calculate the BRS-BID Levy for each BRS-BID Levy Payer in accordance with the BRS-BID Levy Rules; and
 - 4.1.2 confirm in writing to the BRS-BID Company the BRS-BID Levy payable by each BRS-BID Levy Payer.
- 4.2 In order to carry out its duties under 4.1 the Lead Council and Council is to be provided with the most up to date list of BRS-BID Levy Payers that is available as prepared by the BRS-BID Company. The BRS-BID Company is to provide the Lead Council and Council with updates to the list of BRS-BID Levy Payers as and when changes occur. For clarification, the final decision on liability for the BRS-BID Levy will at all times rest with the Lead Council and Council.

5. THE BRS-BID REVENUE ACCOUNT

- 5.1 As soon as is reasonably practicable following the Ballot Result Date the Lead Council and Council shall keep a BRS-BID Revenue Account within the Lead Council's and Council's General Fund and provide written confirmation to the BRS-BID Company of the same.
- 5.2 The Lead Council and Council shall pay to the BRS-BID Company the BRS-BID Levy collected up to the end of each month having first deducted a contingency and such contingency shall be determined as follows, provided that the BRS-BID Term has not expired:
- (a) 1% of the BRS-BID Levy collected from 1st April 2025 to 31st March 2029;
 - (b) 5% of the BRS-BID Levy collected in the final year of the BID Term- The Lead Council, Council and the BRS-BID Company shall review the percentages set out in this clause 5.2 of the Agreement in respect of BRS-BID Levy collected and the Lead Council and Council shall take reasonable account of any representations made by the BRS-BID Company. At the conclusion of such review, the contingency retained shall be as set out in clause 5.2 unless the Lead Council and Council decides to change it. Any such change in the contingency will be confirmed by the Lead Council and Council in writing stating the effective date for the change in the percentage in respect of the contingency to be retained and clause 5.2 will be revised and updated accordingly.
- 5.3 Unless otherwise agreed, the Lead Council and Council shall pay to the BRS-BID Company such contingency as the Lead Council and Council has retained as at 31st

March of a financial year on 31st May of the following financial year. In the event that there are no successor BRS-BID arrangements after 31 March 2030, the Lead Council and or the Council shall pay the BRS-BID Company any contingency (including interest that has accrued, if any) it has retained less an amount equal to the credit balance of the BRS-BID Revenue Account Credit Balances on 30th November 2030;

- 5.4 In the event that a BRS-BID Levy Payer is entitled to repayment of a BRS-BID Levy payment already paid ('the Repayment Sum') pursuant to paragraph 8(4) of Schedule 4 of the Regulations and in the event that the Lead Council and Council has previously paid all or part of the Repayment Sum to the BRS-BID Company, the Lead Council and Council shall request all or part, as the case may be, of the Repayment Sum from the BRS-BID Company and the BRS-BID Company shall pay the sum so requested to the Lead Council and or Council forthwith and the Lead Council and or Council shall thereafter repay the Repayment Sum to the relevant BRS-BID Levy Payer. In the event of the termination of the BRS-BID Arrangements or the receipt of notice by the Lead Council or Council under clause 5.6 the BRS-BID Company shall forthwith pay to the Lead Council and or Council the Lead Council's or Council's estimate as notified to BRS-BID Company of the total of possible Repayment Sums.
- 5.5 The BRS-BID Company shall provide the Lead Council and Council with a minimum of one month's prior written notice of any proposed resolution for winding up the BRS-BID Company or proposed entry into any composition or arrangement for the benefit of the BRS-BID Company's creditors or proposed cessation of the BRS-BID Company's business or proposed administration order and shall forthwith notify the Lead Council or Council of the appointment of any administrator, administrative receiver or receiver of all or any of the BRS-BID Company's assets.
- 5.6 The BRS-BID Company shall issue to the Lead Council and Council a VAT invoice for the payment of the BRS-BID Levy income upon advice from the Lead Council and Council on the amount due.

6. ADMINISTRATIVE EXPENSES, EXTERNAL AUDITOR'S COSTS, SOFTWARE CHARGES AND SUPPORT AND MAINTENANCE CHARGES

- 6.1 The Lead Council and or Council shall provide the BRS-BID Company with one or more invoices for payment of Administrative Expenses for each financial year.
- 6.2 The Lead Council's Administrative Expenses for the part financial year 2025/26 shall be in the sum of £10625.52 plus VAT and the Council's Administrative Expenses for part financial year 2025/26 it shall be Exxxx. The Lead Council and the Council shall provide to the BRS-BID Company an invoice
- 6.3 The amount of the Administrative Expenses for the Lead Council in respect of financial year 2026/27 shall be £12750.62 and for the Council the Administrative Expenses for 2026/27 it shall be Exxxxxx. Thereafter for each subsequent year it shall be the amount of the annual administrative charge for the preceding year (excluding VAT) plus a further amount equal to the product of the amount (excluding VAT) of the invoices

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provided by the Lead Council and Council in the immediately preceding year and the Consumer Price Index (CPI) for the month of March immediately preceding the 1st April in the year for which invoices are being provided by the Lead Council and Council in relation to the period of twelve (12) months ending in that month of March. In the event of a negative figure, no adjustment will be made to the price of the service for that year.

- 6.4 The Lead Council and Council will manage the BRS-BID Levy at no cost to the BRS-BID Company other than the Administrative Expenses, the Support and Maintenance Charges, the Software Charges and the External Auditor's Costs. In the event, however, that the Lead Council and or the Council reasonably believes that management of the BRS-BID Levy requires the Lead Council or Council to provide more staff time than anticipated by the Lead Council and or Council at the commencement of this Agreement, the Lead Council and or Council may serve on the BRS-BID Company a notice, which sets out the amount of staff time anticipated by the Lead Council and or Council at the commencement of this Agreement broken down by grade and type of staff, the amount of additional staff time required broken down by grade and type of staff, the cost of that additional staff time also broken down by grade and type of staff and the reasons for the additional staff time being required, again broken down by grade and type of staff. If the BRS-BID Company disputes the need for or the amount of the additional staff time or considers that the cost of the additional staff time could be reduced by use of different members of the Council's staff, it shall give notice including full details of the matters in dispute to the Lead Council or Council forthwith then the matter shall be determined in accordance with Clause 16 below. If after 28 days from the date of the notice or determination of the dispute, whichever is the later, the amount of staff time has not reduced to the levels anticipated by the Lead Council or Council at the commencement of this Agreement the BRS-BID Company shall pay the Lead Council's and or Council's costs of providing more staff time as set out in the notice from the Lead Council and or Council or as determined under Clause 16 below.
- 6.5 In the event that the Lead Council's or Council's external auditor charges the Lead Council or Council the External Auditor's Costs, the BRS-BID Company shall pay to the Lead Council or Council's the External Auditor's Costs.
- 6.6 In the event that the number of hereditaments within BIDs operating in the area for which the Lead Council or Council is the billing authority exceeds the number covered by the current licence and by reason thereof the Lead Council or Council is required to pay Software Charges, the BRS-BID Company shall pay such Software Charges to the Lead Council or Council an appropriate proportion of them as the Lead Council and or Council sees fit.
- 6.7 The BRS-BID Company shall pay the invoices referred to in this clause 6 within 28 (twenty-eight days) from the date of receipt.
- 6.8 In the event that the BRS-BID Company fails to pay any or all of the said invoices within the said 28 (twenty-eight days) the Lead Council and or the Council shall be entitled to debit an amount equal to the said invoices from the BRS-BID Revenue Account and credit that amount in an account in the name of the Lead Council and or Council.

7. COLLECTING THE BRS-BID LEVY

- 7.1 As soon as reasonably practicable following the Ballot Result Date the Lead Council and Council shall confirm in writing to the BRS-BID Company the anticipated date of the despatch of Demand Notices for the initial Chargeable Period and the anticipated Single Instalment Due Date.
- 7.2 Pursuant to clause 7.1 the Lead Council and Council shall serve a Demand Notice on each BRS-BID Levy Payer and thereafter shall continue to calculate the BRS-BID Levy and serve a Demand Notice throughout the BRS-BID Term. In order to enable the Lead Council and Council to serve demands upon the correct person or persons, the BRS-BID Company shall provide up to date details of property ownership as defined by the BRS-BID Levy rules and arrangements. For clarification, the final decision on liability for the BRS-BID Levy will at all times rest with the Lead Council and Council.
- 7.3 The Lead Council and Council shall maintain a list of those BID Levy Payers who have paid the BID Levy and those who have not paid the BID Levy and shall make this list available to the BID Company no later than ten (10) working days after the last date of each month.
- 7.4 The Lead Council and Council shall serve a Demand Notice or amended Demand Notice on a BRS-BID Levy Payer as soon as reasonably practicable after the Lead Council and Council receives notice of a change that affects liability for the BRS-BID Levy.
- 7.5 The Lead Council and Council shall use all reasonable endeavours to collect the BRS-BID Levy throughout the BRS-BID Term.

8. PROCEDURES AVAILABLE TO THE LEAD COUNCIL AND COUNCIL FOR ENFORCING PAYMENT OF THE BRS-BID LEVY

- 8.1 Procedures for the enforcement and recovery of the BRS-BID Levy are set out in the Section F of Schedule 2 and the Lead Council and Council shall comply with these enforcement procedures (where appropriate) in enforcing payment of the BRS-BID Levy against BRS-BID Levy Payers.

9. ENFORCEMENT MECHANISMS IN THE EVENT THAT THE LEAD COUNCIL OR COUNCIL FAILS TO ENFORCE COLLECTION OF THE BRS-BID LEVY

- 9.1 In the event that the Lead Council and Council fails to enforce payment of the BRS-BID Levy pursuant to Clause 8 the BRS-BID Company shall be entitled to serve an Enforcement Notice on the Lead Council and or the Council requesting that:

9.1.1 the Lead Council and or Council serve a Reminder Notice or

9.1.2 in the event that the Lead Council and or Council has already served a Reminder Notice that the Lead Council or Council applies for a Liability Order and the Lead Council or Council shall then provide written confirmation of the action it shall take to comply with the Enforcement Notice.

9.2 If the Lead Council or Council fails to provide written confirmation of the action it is taking in relation to the Enforcement Notice within 21 days of the issue of the Enforcement Notice the BRS-BID Company shall be entitled to serve an Appeal Notice on the Executive Director of Finance and resources of the Lead Council and or the Executive Director of Finance and resources of the Council such notice shall:

9.2.1 detail the Sum Unpaid;

9.2.2 confirm that the Lead Council or Council has failed to use the enforcement mechanisms available to it under this Agreement to recover the Sum Unpaid; and

9.2.3 include written notice requesting that a meeting of the Monitoring Group take place in order to achieve a solution and/or agree a strategy to recover the Sum Unpaid such meeting to take place no later than 28 (twenty-eight) days from the date of the Appeal Notice.

10. ACCOUNTING PROCEDURES AND MONITORING

10.1 Within 1 (one) month from the Ballot Result Date the parties shall set up the Monitoring Group meeting.

10.2 Each month (for the duration of BRS-BID Term) the Lead Council and Council shall provide the BRS-BID Company with:

(i) the amount of the BRS-BID Levy for each BRS-BID Levy Payer;

(ii) the amount of the BRS-BID Levy collected for each BRS-BID Levy Payer;

(iii) details of BRS-BID Levy Payers who have not paid the BRS-BID Levy;

(iv) Details of Reminder Notices issued;

(v) details of Liability Orders made or applied for;

(vi) details of an agreement made, if any, between the Lead Council and Council and a BRS-BID Levy Payer where it has been agreed that payment of a Demand Notice can be made over a period of 6 (six) months or more from the date of such Demand Notice.

10.3 Upon the expiry of each Chargeable Period the BID Company shall provide the Lead Council and Council in respect of the Chargeable Period with:

- 10.3.1 the amount of BRS-BID Levy received from the Lead Council and Council by the BRS-BID Company;
 - 10.3.2 the amount received by the BRS-BID Company from Contributors excluding BRS-BID Levy Payers;
 - 10.3.3 the total expenditure of the BRS-BID Company.
- 10.4 Within one month from the commencement of the BID Term the parties shall agree the dates when there will be meetings of the Monitoring Group and there will be at least two such meetings in each Financial Year (throughout the duration of the BID Term) and on all other occasions further meetings of the Monitoring Group shall be arranged by the service of written notice by either party on the other such notice to be provided no less than 28 days prior to the date of the proposed meeting (or less if otherwise agreed or in cases of emergency) and provided further that such meetings can be dispensed with altogether upon the written agreement of the Lead Council and or the Council, where applicable along with the BID Company.
- 10.5 At each meeting the Monitoring Group shall:
- 10.5.1 review the effectiveness of the collection and enforcement of the BRS-BID Levy; and
 - 10.5.2 if required by either party review and assess information provided by the parties pursuant to Clauses 10.2 and 10.3 above and make recommendations, provided they are permitted by the Regulations and the terms of this Agreement.
- 10.6 Within 2 (two) months after the end of each Financial Year (for the duration of the BRS-BID Term) the Lead Council and the Council shall provide an Annual Report to the BRS-BID Company.
- 10.7 Within 1 (one) month from the date of receipt of the Annual Report in each financial year (for the duration of the BRS-BID Term) the BRS-BID Company shall provide a BRS-BID Company Report to the Lead Council and the Council.

11. ALTERATION OF BID ARRANGEMENTS

- 11.1 The BID Company may not alter the BID Arrangements without an alteration Ballot, other than to reduce the BID Levy.
- 11.2 Any alterations to the BID Arrangements must not conflict with the Local Government Act 2003 or the Business Improvement District (England) Regulations 2014.
- 11.3 The Lead Council and the Council shall ensure the altered BID Arrangements are made by the time those altered BID Arrangements are to come into force and shall send a notice in writing explaining the reason for and the effect of the alteration to each person liable for the BID Levy under the altered BID Arrangements.

11.4 The Lead Council and or Council may invoice the BID Company for the Lead Council's and or the Council's costs in implementing any alterations to the BID Arrangements, including without limitation any costs in sending notices in respect of the alterations.

12. CONFIDENTIALITY

12.1 The Lead Council, Council and the BRS-BID Company shall keep confidential and not disclose to any person without the prior written consent of the other parties all information (written or oral) concerning the business affairs of the other nor any information which has been exchanged about BRS-BID Levy Payers or Contributors or about other third parties which it shall have obtained or received as a result of operating the BRS-BID Arrangements and this obligation shall survive the termination or lapse of the BRS-BID Arrangements.

13. NOTICES

13.1 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 upon 7 days written notice.

13.2 A notice may be served by:

13.2.1 delivery to the Lead Council's or Council's Chief Executive at the address of the Lead Council and Council specified above; or

13.2.2 delivery to the Director, Company Secretary or Chief Executive Officer at the address of the BRS-BID Company specified above;

13.2.3 registered or recorded delivery post to such addresses;

13.2.4 electronic communication, provided that it is in legible form and is capable of being used for subsequent reference to such addresses.

13.3 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.

14. MISCELLANEOUS

14.1 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 section 29 of the Business Rate Supplements Act 2009 then such part shall be struck out and the balance of this Agreement shall remain.

- 14.2 The headings appearing in this Agreement are for ease of reference only and shall not affect the construction of this Agreement.
- 14.3 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.
- 14.4 Where reference is made to a Clause, Part, Plan or Recital such reference (unless the context requires otherwise) is a reference to a clause, part, plan, or recital in or attached to this Agreement.
- 14.5 References to the Lead Council and Council include any successors to its functions as local authority.
- 14.6 References to statutes, bye laws regulations orders or delegated legislation shall include any such instrument re-enacting or made pursuant to the same power.

15. EXERCISE OF THE COUNCIL'S POWERS

- 15.1 The Lead Council in consultation with the Council may terminate this Agreement in accordance with the 2014 Regulations.
- 15.2 Nothing contained in this Agreement or implied in it shall prejudice or affect the rights, discretions, powers, duties and obligations of the Lead Council or Council under all statutes, bye-laws, statutory instruments, orders and regulations in the exercise of its functions as a local authority.

16. CONTRACTS (RIGHTS OF THIRD PARTIES)

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

17. ARBITRATION

- 17.1 The following provisions shall apply in the event of a dispute:
 - 17.1.1 any dispute or difference of any kind whatsoever arising between the parties hereto out of or in connection with this Agreement shall be first referred to a meeting between the Lead Council's Director of Finance, the Council's Executive Director of Resources and the BID Company's Chair who shall enter into good faith negotiations to resolve the dispute or difference;

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

17.1.3 the parties shall jointly appoint the arbitrator not later than 28 (twenty eight) days after service of a request in writing by either party to do so and each party shall bear its own costs;

17.1.4 if the parties are unable to agree within 28 (twenty eight) days 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.

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

17.2.1 to prosecute any such reference expeditiously; and

17.2.2 to do all things or take all steps reasonably necessary in order to enable the Tribunal to deliver any award (interim, final or otherwise) as soon as reasonably practicable;

17.2.3 that the award shall be in writing signed by the Tribunal and shall be finalised within 21 (twenty one) days from the date of such award;

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

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

THE COMMON SEAL of THE LORD)
MAYOR AND CITIZENS OF THE CITY)
OF WESTMINSTER was hereunto)
Affixed by Order)

THE MAYOR AND BURGESSES OF THE)
ROYAL BOROUGH OF KENSINGTON)
AND CHELSEA was hereunto)
Affixed by Order)

Executed as a deed)
WEST CENTRAL BIDS LIMITED)
acting by two directors or a director and)
its secretary)

.....
Director

.....
Director/Company Secretary

DRAFT

SCHEDULE 1
BID AREA PLAN



DK

SCHEDULE 2
BRS-BID LEVY RULES
(For BRS-BID Levy demanded on or after 1st June 2025)

INTRODUCTION

The following rules must be read in conjunction with the Regulations. Where the rules conflict with the Regulations, the Regulations prevail.

Section A

Hereditaments Subject to the BRS-BID Levy:

1. A BRS-BID Levy Payer will be subject to the BRS-BID Levy in respect of a hereditament if on a particular day in a Chargeable Period the hereditament is in:
 - 1.1 the BID; and
 - 1.2 the rateable value of the hereditament is greater than £49,999.

Section B

The BRS-BID Levy:

The BRS-BID Levy will be calculated daily for a Chargeable Period as follows:

$RV \times \text{BRS-BID Multiplier} \times (D/Y)$ where:

- 2.1 the RV is:
 - 2.1.1 the rateable value of the Hereditament in the 2023 Rating List in relation to 1 April 2025
 - 2.1.2 in the event that there is no such rateable value, the RV will be the rateable value of the Hereditament in the Rating List or subsequent Rating List on the earliest effective date.

2.2 the BRS-BID Multiplier for each financial year will be:

2025-26: 1.00%
2026-27: 1.03%
2027-28: 1.06%
2028-29: 1.09%
2029-30: 1.12%
2030-31: 1.15%

2.3 D is the number of days in a Chargeable Period for which the BRS-BID Levy Payer is liable for the daily BRS-BID Levy;

2.4 Y is the number of days in each Chargeable Period, e.g. 364 between 1st April 2025 and 31st March 2026 and for all other Chargeable Periods except for Chargeable Period 1 April 2027 to 31 March 2028 which is 365 days during the BRS-BID.

2.5 The BRS-BID Levy will be rounded to the nearest penny. (NB. £0.005 will be rounded up to £0.01).

2.6 How the amount of the BRS-BID Levy is to be calculated cannot be altered during the BRS-BID Term without an alteration ballot.

Change in the Rateable Value of a Hereditament:

2.7 When the Lead Council or Council is notified of a change in the Rateable Value of a Hereditament by the Valuation Officer by way of a schedule update (an **RV Change**) then the Lead Council or Council will calculate the adjustment to the BID Levy pursuant to the later of the following dates :

2.7.1 the Effective Date of such change; or

2.7.2 1 April of the financial year in which the relevant schedule update is issued.

2.7.3 Where the Lead Council or Council is notified of a change in the Rateable Value of a Hereditament by the Valuation Officer by way of a schedule update and such change relates to:

2.7.4 a new entry in a Rating List (whether as the result of a new Hereditament or the split or merger of previously existing Hereditament(s)); or

2.7.5 a reduction in the Rateable Value to £0 or £1; or

- 2.7.6 an increase in the Rateable Value
- 2.7.7 a deletion of the Hereditament from the Rating List,

then the Lead Council and or Council will calculate the adjustment to the BID Levy pursuant to the Effective Date of such change.

- 2.8 The Lead Council and or Council will only issue refunds of the BID Levy in respect of an RV Change for the Chargeable Period in which the RV Change occurs. There will be no refunds in respect of the previous Chargeable Period except where clause 2.7 applies.

Commented [SB6]: The whole of 2.7 needs to be referenced here.

Section C

Persons/Organisations Liable for the BRS-BID Levy:

- 3.1 The BRS-BID Levy will be a daily charge.
- 3.2 Liability for the daily BRS-BID Levy will fall on the BRS-BID Levy Payer of the Hereditament on the particular day.
- 3.3. A BRS-BID Levy for a Chargeable Period will be payable in advance upon service of a Demand Notice.

Section D

BRS-BID Levy Allowances:

- 4.1 A BRS BID Levy Payer will not receive an allowance towards the BID Levy in relation to an Unoccupied Hereditament.
- 4.2 A BRS BID Levy Payer that is also the ratepayer for the hereditament will receive an 50% reduction of BRS BID Levy in relation to a particular Hereditament.
- 4.2 A BID Levy Payer will not receive a three months void exemption or any other Unoccupied rate exemption in relation to Unoccupied Hereditaments or Hereditaments that become Unoccupied during the BID Term, unless such Unoccupied Hereditament is a Listed Building in which case it will receive full exemption from the BID Levy.

- 4.3 If on a particular day the BRS-BID Levy Payer in respect of a Hereditament is a UK Registered Charity the BRS-BID Levy for that day will be reduced by 80%.
- 4.4 The BRS BID Levy due from any BRS BID levypayer shall not exceed £100,000 per year of the BID term.
- 4.5 Consider that WCC as lead authority calculated BID levy up to £100K and then the list can be shared for the amount of levy raised in RBKC to take account of levy already raised against a particular BID levy
- 4.6 There will be no allowances applicable to the BID Levy corresponding to NDR Discretionary Relief, NDR Hardship Relief, NDR (Section 44A) (Partly Occupied) Relief, NDR Small Business Rate Relief or NDR Transitional Phasing

Commented [SC7]: Once agreed - need some wording to set this out here so clear what the arrangements are.

Commented [SB8R7]: I am reaching out to Capita with how I see this working. I'll let you know when I hear back

Commented [SB9R7]: Having said that, I'm now not sure this practicality needs to actually be in the Operating Agreement. (Like RBKC billing methodology isnt to be included.)

Section E

Collection of the BRS-BID Levy:

- 5.1 The BRS-BID Levy for a Chargeable Period must be paid by the Single Instalment Due Date. The Demand Notice will be served as soon as practicable after the Lead Council or Council becomes aware of a BRS-BID Levy liability. The Lead Council or Council may serve a Demand Notice before the beginning of a Chargeable Period in accordance with paragraph 5(2) of Schedule 4 of the Regulations. The Demand Notice must make it clear to the BID Levy Payer that the BID Levy for a Chargeable Period must be paid by the Single Instalment Due Date.
- 5.2 The BID Levy for a Chargeable Period will be payable in advance upon the service of a Demand Notice.
- 5.3 The Lead Council or Council before exercising its powers under paragraph 8 (4) of Schedule 4 to the Regulations will allow the BRS-BID Company an opportunity to make representations as to the manner in which the Lead Council or Council should exercise its discretion under that paragraph and in deciding how to exercise its discretion the Lead Council or Council will have regard to any representations made to it by the BRS-BID Company.
- 5.4 The BRS-BID Company may authorise write-offs, as appropriate, at its discretion.

Section F

Enforcement and Recovery of the BRS-BID Levy:

Stage 1

- 6.1 The Lead Council or Council will serve a Demand Notice at least 14 days before the Single Instalment Due Date.

Stage 2

- 6.2 In the event that a BRS-BID Levy Payer does not pay the BRS-BID Levy by the Single Instalment Due Date in full the Lead Council or Council will serve a Reminder Notice at least 10 days thereafter on the BRS-BID Levy Payer for an amount equal to the Sum Unpaid. Such Reminder Notice must be in terms demanding payment of the Sum Unpaid within 7 days.

Stage 3

- 6.3 If a BRS-BID Levy Payer does not pay the Sum Unpaid in full within 7 days from the date of the Reminder Notice the Lead Council or Council may apply to a Magistrates' Court for a Liability Order. However, the Lead Council or Council shall not apply for a Liability Order before 14 days from the date of the Reminder Notice.

Stage 4

- 6.4 In the event that a Magistrates' Court makes a Liability Order the Council will instruct the Enforcement agent within a reasonable period thereafter to execute the Liability Order.
- 6.5 In addition to a Liability Order, the BRS-BID Company may request the Lead Council or Council to apply for a different order and such order may include an order for Committal or a Bankruptcy Order or an order Winding Up a company. Where such a request includes a request for such different Order, the Lead Council or Council shall not be required to take the action requested unless the BRS-BID Company first agrees to pay all or part of the Council's costs in taking such action. The Lead Council or Council may further require the BRS-BID Company to pay such costs before the action is taken.

General Enforcement and Recovery Provisions

- 6.6 The Lead Council or Council may enter into an agreement with a BRS-BID Levy Payer for payment of the Sum Unpaid at any time after service of a Demand

Notice and such agreements do not require the consent of the BRS-BID Company.

- 6.7 Costs recovered by the Lead Council or Council from a BRS-BID Levy Payer as a consequence of applying for and/or obtaining orders from a Magistrates' Court will be retained by the Lead Council or Council to meet the costs of taking this action.
- 6.8 The Lead Council or Council will not charge the BRS-BID Company for work carried out by the Enforcement Agents under this Agreement. The Taking Control of Goods Regulations 2013 will apply and the Enforcement Agents will levy fees on the BRS-BID Levy Payers concerned under the Taking Control of Goods (Fees) Regulations 2014.

Section G

Billing/Recovery documents:

- 7.1 The Lead Council or Council will use its best endeavours to agree with the BRS-BID Company the design of all Demand Notices and letters from the Lead Council or Council to BRS-BID Levy Payers.
- 7.2. The BRS-BID Company will produce the information required by paragraph 3(2) of Schedule 4 to the Regulations in respect of each BRS-BID Levy Payer in the form of an information leaflet which explains the BRS-BID Levy and such information leaflet will be served on the BRS-BID Levy Payer at the same time as the Demand Notice. The Lead Council and or the Council will advise the BRS-BID Company of the date by which such information leaflets must be delivered to the Council, the required volume and any specific delivery instructions and the BRS-BID Company will comply with such requirements.

SCHEDULE 3 DATA PROTECTION

1 DEFINITIONS

1.1 The following expressions have the meanings given:

Controller, Processor, Data Subject, Personal Data, and Personal Data Breach take the meaning given in the GDPR.

Data Protection Legislation:

- (a) the GDPR;
- (b) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and
- (c) all applicable Legislation about the processing of personal data and privacy.

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held pursuant to this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Subject Access Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

GDPR: the General Data Protection Regulation (EU) 2016/679.

Personal Data: all personal data collected, generated or otherwise processed by either party as a result of or in connection with the Services or this Agreement.

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

1.2 For the purposes of this Schedule, where terms and expressions used are not defined in this Agreement they shall have the meaning assigned to them in the Data Protection Legislation.

2 JOINT CONTROLLERS

2.1 The BID Company acknowledges that the Lead Council and Council is under no obligation to transfer any Personal Data to the BID Company. Any such transfers will be made by the Lead Council and or Council as a good- will gesture.

2.2 Each Party shall be responsible for its own obligations as a Controller under the Data Protection Legislation.

2.3 Each Party shall perform or receive the Services in compliance with the Data Protection Legislation

2.4 Each Party shall:

2.4.1 maintain its own records of processing under Article 30 of the GDPR;

2.4.2 be responsible for determining its data security obligations, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of Personal Data, as well as the risks of varying likelihood and severity to the rights and

freedoms of the Data Subjects;

2.4.3 implement appropriate Protective Measures to protect the Personal Data against unauthorised or unlawful Processing and accidental destruction or loss; and

2.4.4 ensure the protection of the rights of the Data Subject, in such a manner that the Processing will meet the requirements of the Data Protection Legislation where Personal Data have been transmitted by it, or while the Personal Data are in its possession or control.

2.5 When transferring Personal Data:

2.5.1 the Party transferring the Personal Data (the **Data Transferor**) warrants and undertakes to the Party receiving the Personal Data (the **Data Recipient**) that such Personal Data have been collected, processed and transferred in accordance with the Data Protection Legislation, this paragraph 2, and any other laws applicable to the Data Transferor and to the Personal Data;

2.5.2 the Data Recipient warrants and undertakes to the Data Transferor that:

- (a) it will process the Personal Data in accordance with the Data Protection Legislation;
- (b) it has and will continue to have in place appropriate technical and organisational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected; and

- (c) it has the legal authority to give the warranties and fulfil the undertakings set out in this Agreement; and
- 2.5.3 if the Data Recipient is in breach of any of its obligations under this Agreement then the Data Transferor may temporarily suspend the transfer of the Personal Data to the Data Recipient until the breach is repaired.
- 2.6 Where appropriate, each Party shall promptly refer to the other Party any requests, from:
 - 2.6.1 Data Subjects in regards to
 - (a) providing information under Articles 13 and 14 of the GDPR; and
 - (b) Data Subject Access Requests under Articles 15 to 22 inclusive of the GDPR;
 - 2.6.2 the Information Commissioner; and
 - 2.6.3 any other law enforcement authority,and to the extent it is reasonable and practical to so do, consult with the other party (at no additional cost) before responding to such request.
- 2.7 Each Party shall provide any assistance reasonably requested by the other Party in relation to enquiries from Data Subjects concerning Processing of their Personal Data.
- 2.8 The Parties shall discuss any proposal by any Party to notify the Information Commissioner and/or Data Subjects where necessary about Data Loss Events and Personal Data Breaches.
- 2.9 The Parties shall work together to complete any required Data Protection Impact Assessments.
- 2.10 The Lead Council and Council will be the primary point of contact for Data Subjects.
- 2.11 The Parties shall publish the essence of their relationship as set out in this Schedule 3.

Annex A – Processing, Personal Data and Data Subjects

1. The contact details of the Lead Council's Data Protection Officer is: Fatima Zohra
2. The contact details of the Council's Data Protection Officer is: Fatima Zohra
3. The contact details of the BID Company's Data Protection Officer are: Mr Rico Pieri

Commented [SC10]: Please confirm also Fatima? If not, who for RBKC?

DESCRIPTION	DETAILS
Identity of the Controller and Processor	The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of: The operation of the BID and for using the BID Levy for the purposes of achieving the BID Arrangements
Subject matter of the Processing	The processing is needed to raise and collect the BID Levy and reporting of such data related to the BID Levy for the BID Arrangement to the BID Company.
Duration of the processing	Throughout the Chargeable Period under this Operating Agreement
Nature and purposes of the processing	For the purpose of collection, recording, storage, consultation, use, disclosure by transmission, or destruction of data (whether or not by automated means) in respect of the BID Levy regarding the BID Arrangements.
Type of Personal Data	Name, address, e-mail address, telephone number, occupation, account number
Categories of Data Subject	BID Levy Payer
Plan for return and destruction of the Personal Data once the Processing is complete unless legal	The personal data is retained for 6 years on expiry of the last Chargeable Period under this Agreement and is destroyed in accordance with each Parties privacy policies.

requirement to preserve that type of Personal Data	
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