

Dated:

4 March

2025

Buckinghamshire Council

- and -

The Groundwork South Trust Ltd

**BID OPERATING AGREEMENT
for
Cressex Business Park BID, High Wycombe**

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THIS Agreement is made the 4TH day of March 2025

Between

- (1) **Buckinghamshire Council** of The Gateway, Gatehouse Road, Aylesbury, HP19 8FF (the "Council"); and
- (2) **The Groundwork South Trust Ltd** (the Cressex Business Park BID "BID Body") a company registered by guarantee Registered in England, company registration No 1982077, charity registration No 293705 whose registered office is at Colne Valley Park Centre, Denham Court Drive, Uxbridge, Middlesex, UB9 5PG.

Recitals

The Council is the billing authority for the purposes of the Local Government Act 2003 and is responsible for collecting the BID Levy and administering the BID Revenue Account which shall be used towards the operation of the BID within the area of the Council and the funding of the BID Arrangements.

The BID Body is 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 Proposal.

Both parties wish to confirm 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 Body for the duration of the BID.

The purpose of this Agreement is to:

- establish the procedure for setting the BID Levy;
- confirm the basis upon which the Council will be responsible for collecting the BID Levy;
- set out the enforcement mechanisms available for collection of the BID Levy;
- set out the procedures for accounting and transference of the BID Levy;
- provide for the monitoring and review of the collection of the BID Levy;
- confirm the manner in which the Council's expenses incurred in collecting the BID Levy shall be paid.

It is agreed as follows:

1. Definitions

- “Act”** - Means the Local Government Act 2003
- “Annual Report”** - Means a report to be prepared by the Council which details the following:
- (a) the total amount of BID Levy collected during the relevant Financial Year;
 - (b) details of the success rates for the collection of the BID Levy;
 - (c) the Council’s proposals (if any) to help improve its efficiency in the collection and enforcement of the BID Levy; and
 - (d) details of those BID Levy Payers who have paid the BID Levy and those who have not paid the BID Levy;
 - (e) the Council’s proposals for Bad or Doubtful Debts
- “Audit”** - For the purposes of this agreement means an assessment of the internal control in respect of the BID Body
- “Bad or Doubtful Debts”** - For the purposes of this agreement means any unpaid BID Levy in respect of which the Council has sought recovery in accordance with clause 7.6 of this agreement and that BID Levy remains unpaid
- “Ballot Result Date”** - Means the date upon which a successful ballot result has been declared in favour of putting in place the BID Proposal
- “Baseline Agreement”** - Means the draft Agreement attached to this Agreement in Schedule 3
- “BID”** - Has the meaning given in the Regulations that is the Business Improvement District and is that area within which the BID Operating Company operates as outlined on the plan attached to this Agreement in Schedule 1
- “BID Area”** - Means the area within which the BID operates as outlined on the plan attached to this Agreement in Schedule 1
- “BID Arrangements”** - Has the meaning given by section 41 of the Local Government Act 2003
- “BID Body”** Means the organisation responsible for implementing and operating the BID Arrangements
- “BID Body Report”** - Means the financial statements prepared by the BID Body for each Financial Year which details:
- (a) total income and expenditure analysed into main categories arising from the BID Levy;
 - (b) other income and expenditure of the BID Body;

	(c)	a statement of actual and pending deficits; and
	(d)	the various initiatives and schemes upon which the BID Levy has been expended by the BID Body.
“BID Body’s Termination Notice”	-	Means a notice to be served by the BID Body on the Council pursuant to clause 9.8
“BID Levy”	-	Means the charge levied and collected within the BID Area pursuant to the Regulations
“BID Levy Payer(s)”	-	Means the non-domestic ratepayers liable for paying the BID Levy
“BID Levy Rules”	-	Means the rules set out in the BID Proposal
“BID Proposal”	-	Has the same meaning as in the Regulations
“BID Revenue Account”	-	Means the account kept in accordance with Regulation 14 of the Regulations
“BID Term”	-	Means the period of 5 years from 1 October 2022 to 30 September 2027
“BID Year”	-	Means the period 1 October to 30 September
“Business Plan”	-	Means the BID Body’s Cressex BID Proposal 2022 - 2027
“Chargeable Period(s)”	-	Means any one of the following days: <ul style="list-style-type: none"> - 1 October 2022 - 1 October 2023 - 1 October 2024 - 1 October 2025 - 1 October 2026
“Commencement Date”	-	Means 1 October 2022
“Contributors”	-	Means the BID Levy Payers and payers of a contribution or funds paid or made available to the BID Body which do not form part of the BID Levy
“Demand Notice”	-	Has the meaning given in the Regulations
“Director of Finance”	-	Is the Council’s Chief Finance Officer appointed under Section 151 of the Local Government Act 1972
“Enforcement Expenses”	-	Means the costs which are incurred by the Council in obtaining Liability Orders and Summons and all associated administrative expenses which may be incurred in recovering unpaid BID Levy
“Enforcement Notice”	-	Means a notice served on the Council in accordance with clause 7.8
“Financial Year”	-	Means the financial year for the BID which runs from 1 October to 30 September
“Hereditament”	-	Has the meaning given in the Regulations

“Hereditament Start Date”	- Means the date when the amendment to the Valuation List takes effect
“Liability Order”	- Has the meaning given in the Regulations
“Maximum Amount”	- For any particular Financial Year means the amount of BID Levy for which Demand Notices are issued (excluding replacement or amended Demand Notices)
“Monitoring Group”	- Means the group whose members consists of representatives from the Council and the BID Body
“NNDR”	- Means National Non-Domestic Rates under the Local Government Finance Act 1988
“NNDR Payer”	- Means the person or organisation who has a liability to pay the NNDR
“Proposal”	- Means the plan voted for by the BID Levy Payers in a ballot which sets out the objectives of the BID and identifies the various projects which will be undertaken using funds raised by the BID Levy and/or Contributions to achieve those objectives and ‘Renewal Proposals’ has the same meaning save that ‘ballot’ shall be replaced with ‘renewal ballot’ and “Alteration Proposals” has the same meaning save that “ballot” shall be replaced with “alteration ballot”
“Public Meeting”	- Means the meeting to be held of all BID Levy Payers pursuant to the Public Meeting Notice
“Public Meeting Notice”	- Means a notice to be served pursuant to Clause 9.1 or 9.8 by either the Council or the BID Body which provides the following: <ul style="list-style-type: none"> (a) confirmation that either party is considering terminating the BID; (b) details of the venue where the Public Meeting will be held; (c) confirmation that all BID Levy Payers who attend will be permitted to make representations
“Re-evaluation”	- The re-evaluation of the rateable values of all business and non-domestic property in England and Wales
“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)
“Reminder Notice”	- Means a notice to a BID Levy Payer which shall identify the outstanding sums and provide a further 7 days for payment to be made or a Summons for non-payment
“Single Instalment Due Date”	- Means the date by which the Bid Levy as set out in the Demand Notice must be paid

- “Sum(s) Unpaid”** - Means the amount of the BID Levy which is unpaid after the Single Instalment Due Date
- “Summons”** - Means the document issued by the Magistrates’ Court upon Complaint by the Council or by the County Court upon application by the Council regarding unpaid BID Levy
- “Valuation List”** - Means a list of all NNDR properties in the local authority area
- “Valuation Officer”** - Means the person appointed by the Commissioners of the Inland Revenue to compile and maintain the Valuation List
- “Winding-Up”** - Means an order pursuant to Section 125 of the Insolvency Act 1986
- “Write Off”** - Means a decision by the Council that an unpaid BID Levy will not be recovered

2. Statutory Authorities

- 2.1 This Agreement is made pursuant to Section 2 and Part IV of the Local Government Act 2003, the Regulations, s.1 of the Localism Act 2011, and Section 111 of the Local Government Act 1972 and all other enabling powers.

3. Commencement

- 3.1 This Agreement shall take effect on the Commencement Date and in any event shall determine and cease to be of any further effect in the event that:
 - 3.1.1 The BID Term expires;
 - 3.1.2 The Council exercises its discretion to terminate the BID Arrangements in exercise of powers under regulation 18 of the Regulations.

4. Setting the BID Levy

- 4.1 As soon as possible after the commencement of this agreement the Council shall:
 - 4.1.1 Calculate the BID Levy due from each BID Levy Payer in accordance with the BID Levy Rules.
 - 4.1.2 Confirm in writing to the BID Body the BID Levy payable annually by each BID Levy Payer.

5. The BID Revenue Account

- 5.1 Following the Ballot Result Date the Council shall set up the BID Revenue Account and provide written confirmation to the BID Body once this has been carried out together with details of the account number sort code and any other details which the BID Body may specify.
- 5.2 Following the Ballot Result Date the BID Body shall provide the Council with details of its own bank account into which the BID Levy shall be transferred electronically from the BID Revenue Account on production of an invoice by the BID Body in accordance with clause 5.3 below.
- 5.3 The Council shall pay to the BID Body at agreed intervals each BID Year or as required when a given

amount of BID Levy has been collected. Only BID Levy collected by the Council may be invoiced by the BID Body. All balance collected will be less any repayments which are due to BID Levy Payers in accordance with clause 5.5 below.

- 5.4 Interest earned on money in the BID Revenue Account shall form part of the BID Levy and be payable to the BID Body.
- 5.5 In the event that a BID Levy Payer is entitled to a repayment of a BID Levy pursuant to paragraph 8(4) of Schedule 4 of the Regulations and in the event that the Council has paid such BID Levy to the BID Body including all of the contingency relating to that BID Levy the Council shall request such repayment sum from the BID Body and the BID Body shall pay the repayment sum to the Council by way of reduction in future payments, as scheduled in clause 5.3, and the Council shall thereafter repay the repayment sum to the BID Levy Payer. For the avoidance of doubt the BID Body shall reimburse the Council forthwith for any repayment of BID Levy in circumstances where the repayment falls due after payment by the Council of the last payment within the BID Term.
- 5.6 The BID Body shall issue to the Council an invoice for the value of BID levy collected plus VAT based upon advice from the Council of the amount due.
- 5.7 The BID Body may only spend the BID Levy in accordance with the BID Proposal; except that if the BID Proposal is varied then from the date that such variation takes effect the BID Body may only spend the BID Levy in accordance with the varied BID Proposal.

6. Debits from the BID Revenue Account

- 6.1 The Council shall not debit directly from the BID Revenue Account:
 - 6.1.1 the collection charges;
 - 6.1.2 the Enforcement Expenses; or
 - 6.1.3 any deductions which in the Council's opinion are Bad or Doubtful Debts.
- 6.2 The Council's charge for the provision of billing and collection services will be an annual set fee as stated in Schedule 2 of this agreement.

7. Collecting the BID Levy

- 7.1 Following the Ballot Result Date the Council shall confirm in writing to the BID Body the date when the BID Levy shall first be collected.
- 7.2 The Council shall ensure that Demand Notices shall be a separate bill and shall not be combined with the NNDR bill. The Council shall send with the Demand Notice an insert provided by the BID Body setting out the information the BID Body is required to provide BID Levy Payers on an annual basis as set out in Schedule 4 of the Regulations.
- 7.3 The Council shall maintain a list which identifies payment and/or non-payment of the BID Levy and shall make this available to the BID Operating Company upon its reasonable request.
- 7.4 The Council shall use reasonable endeavours to collect the BID Levy throughout the BID Term and in accordance with the procedure set out in Schedule 4 of the Regulations.
- 7.5 The Council shall seek to recover unpaid BID Levy by sending, at no additional cost to the BID Body, a reminder letter, a final notice letter and arranging for the issue of a Summons to the relevant BID Levy Payer in order to secure a Liability Order.

- 7.6 Thereafter, the Council shall notify the BID Body of any bad debts and the BID Body may choose within thirty-one days of such notification to request the Council to undertake further recovery action in accordance with Council protocols and the Enforcement Expenses of the Council shall be payable by the BID Body.
- 7.7 In the event that the BID Body does not choose to request the Council to undertake any further recovery action in accordance with clause 7.6 the Council shall apply to the BID Body for the debt to be written off and the BID Body shall act reasonably in its consideration of such a request. If the BID Body does not agree to the debt being written off, the debt will remain on the balance sheet until such time the BID Body does agree to write it off.
- 7.8 In the event that the Council is not enforcing payment of the BID Levy pursuant to the clauses above the BID Body shall serve an Enforcement Notice on the Council requesting that:
- (i) it serve a Reminder Notice; or
 - (ii) it obtains a Liability Order pursuant to clause 7.5 above at the earliest possible court date of receipt of such Enforcement Notice and the Council shall thereafter provide written confirmation of the action taken to recover the unpaid BID Levy.

8. Accounting Procedures and Monitoring

- 8.1 At the start of the BID Term the parties shall set up the Monitoring Group.
- 8.2 Every month for the duration of BID Term the Council shall provide the BID Body with a breakdown of:
- (i) the amount of BID Levy for each individual BID Levy Payer;
 - (ii) the BID Levy collected in relation to each BID Levy Payer;
 - (iii) details (together with the outstanding unpaid sum) of those BID Levy Payers who have not paid the BID Levy during the last month;
 - (iv) details of the Reminder Notices issued throughout that period;
 - (v) details of any Liability Orders obtained or applied for by the Council.
- 8.3 Where required, every six months for the duration of the BID Term the BID Body shall provide the Council with the following details where this information has not been made available to the Council through BID Board meetings, the submission of the Demand Notice insert or the annual report:
- (i) the total amount of income received from the Contributors (excluding the BID Levy);
 - (ii) the total expenditure during that 6-month period.
- 8.4 Following the Commencement Date the parties shall agree the dates for quarterly Monitoring Group meetings (throughout the duration of the BID Term).
- 8.5 At each quarterly meeting the Monitoring Group shall:
- 8.5.1 Review the effectiveness of the collection and enforcement of the BID Levy; and
 - 8.5.2 Review and assess information provided by the Council and BID Body regarding the progress being made in achieving the aims set out in the Business Plan and the BID Body's aspirations.
- 8.6 Within one month after the date of the end of the Financial Year the Council shall provide the Annual Report to the BID Body.

8.7 The BID Body shall provide to the Council a copy of the BID Body Annual Report and BID accounts (as filed at Companies House if applicable).

8.8 The Council and the BID Body shall hold liaison meetings as required to be attended by appropriate representatives of the Council and the BID Body.

8.9 The Council shall, from time to time throughout the duration of this agreement undertake an Audit of the BID Body's financial and Governance arrangements and the BID Body shall comply with reasonable requests for information and assist the Council in respect of any Audit and for this purpose the BID Body shall provide the Council within 14 days of the completion of this agreement with the name and address of its Accountant.

8A. Payment of the Council's charge

8A.1 The Accountable Body shall pay the Council's charge for administering the BID Levy in accordance with Schedule 2 of this Agreement.

9. Termination

9.1 The Council shall not be permitted to terminate the BID Proposal because:

- (i) in its opinion there are insufficient finances available to the BID Body to meet its liabilities for the Chargeable Period for the purposes of the BID Proposal; or
- (ii) the Council is unable, due to any cause beyond its control to provide the works or services which are secured as part of the BID Proposal

unless and until it first serves the Public Meeting Notice on the BID Levy Payers and the Council's Termination Notice on the BID Body and within 14 (fourteen) days from the date of service of such notice both parties shall arrange to meet where the purpose of such meeting shall be to discuss and/or agree all or any of the following set out in Clause 9.2 or 9.3 (whichever is applicable).

9.2 Where the BID Termination Notice relates to Clause 9.1 (i) both parties shall agree and/or discuss or review the following:

- (a) the Council is concerned that the BID Body has insufficient finances to meet its liabilities for that period and details of such concerns should be made available to the BID Body;
- (b) insufficient funds;
- (c) alternative means by which the insufficiency of the funds can be remedied; and
- (d) an appropriate time frame to resolve this issue

9.3 Where the BID Termination Notice relates to clause 9.1 (ii) both parties shall agree and/or discuss or review the following:

- (a) the services or works which it is no longer able to provide together with confirmation and details as to why such works or services cannot be provided;
- (b) a review by both parties as to whether such works or services are of material importance to the BID so that termination of the BID Proposal is the only option;
- (c) alternative means of procuring the said services or works by third parties or increased financial funding from the BID Body;
- (d) alternative replacement services or works which will be acceptable to the BID Body;

- (e) an appropriate time frame to resolve this issue
- 9.4 In the event that the parties cannot reach agreement in relation to the above and subject to consideration of representations made by any BID Levy Payer at the Public Meeting the Council shall be permitted to terminate the BID Proposal provided that notice by the Council to terminate the BID shall be provided to the BID Body no less than 28 days prior to termination taking place.
- 9.5 Upon termination of the BID Proposal the Council shall review whether there is a credit in the BID Revenue Account and in the event that there are sufficient funds in the BID Revenue Account amounting to a refund of at least £5 for each BID Levy Payer (having already deducted a reasonable sum for the administration of such refund) to:
- (a) calculate the amount to be refunded to each BID Levy Payer;
 - (b) ensure that the amount to be refunded is calculated by reference to the amount payable by each BID Levy Payer for the last Chargeable Period; and
 - (c) make arrangements for the amount calculated to be credited against any outstanding liabilities of each BID Levy Payer or, where there are no such liabilities refunded to the BID Levy Payer.
- 9.6 Upon termination of the BID the Council shall notify the BID Levy Payers of such termination in accordance with regulation 18(6) of the Regulations together with confirmation as to whether any part of the BID Levy is to be repaid to BID Levy Payers in accordance with clause 9.6.
- 9.7 The BID Body shall not be permitted to terminate the BID Proposal where:
- (a) the works or services under the BID Proposal are no longer required; or
 - (b) the BID Body is unable, due to any cause beyond its control to provide works and services which are necessary for the BID to continue
- unless and until it has served the BID Body's Termination Notice on the Council and thereafter carried out a proper consultation with all relevant representatives of the BID Area as considered appropriate by the Council.
- 9.8 Upon termination of the BID Proposal the BID Body shall notify the Council of such termination in accordance with Regulation 18(5) and the Council shall notify the BID Levy Payers pursuant to Regulation 18(6) together with confirmation as to whether any part of the BID Levy is to be repaid to BID Levy Payers in accordance with clause 9.6.

10 Confidentiality

- 10.1 Subject to clause 11 below both the Council and the BID Body shall keep confidential and not divulge to any person without the prior written consent of the other party all information (written or oral) concerning the business affairs of the other nor any information which has been exchanged about the BID Levy Payers or Contributors or about other third parties which it shall have obtained or received as a result of operating the BID and this obligation shall survive the termination or lapse of the BID Arrangements.

11. Freedom of Information

- 11.1 The BID Body acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and shall assist and cooperate with the Council to enable the Council to

comply with its disclosure requirements and the Council shall notify the BID Body of any such requests.

- 11.2 The Council may determine in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of FOIA or is to be disclosed in response to a request for information, and for the avoidance of doubt where the Council has received a request under the FOIA and it has notified the BID Body of the request, in no event shall the BID Body respond directly to a request for information connected with such a request to the Council unless expressly authorised to do so by the Council.
- 11.3 The BID Body acknowledges that the Council may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the discharge of public authority functions under Part 1 of FOIA, be obliged under FOIA to disclose information following consultation with the BID Body and having taken its views into account.
- 11.4 The BID Body shall ensure that all information produced in the course of or relating to this Agreement is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.
- 11.5 The BID Body acknowledges that any lists of confidential information provided by it are of indicative value only and that the Council may nevertheless be obliged to disclose confidential information in accordance with this clause.
- 11.6 The obligations set out in clause 11 of this Agreement shall survive the termination or lapse of the BID Arrangements.

12. Notices

- 12.1 Any notice or other written communication in relation to this Agreement 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 above or such substitute address in England as may from time to time have been notified by that party upon 7 days written notice.
- 12.2 A notice may be served by;
 - 12.2.1 Delivery to the Director of Finance at the address of the Council specified above; or
 - 12.2.2 Delivery to the Company Directors at the address of the BID Body specified above;
 - 12.2.3 Registered or recorded delivery post to such addresses;
 - 12.2.4 Electronic Communication (provided that it is in legible form and is capable of being used for subsequent reference) to such addresses which shall require a confirmed read receipt.
- 12.3 Any notice served shall be deemed to have been validly served or given at the time when in the ordinary course of business it would have been received.
- 12.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13. Indemnity

- 13.1 The BID Body shall indemnify the Council in full and keep it indemnified against all demands and claims made against the Council and all losses, costs, expenses or liabilities incurred by the Council in respect of personal injury to or the death of any person or loss of or damage to any tangible property

(including property belonging to the Council) caused by or arising from any negligence in connection with this agreement or breach of this agreement by the BID Body, its employee, agent or sub-contractor.

14. Advertising and Branding

14.1 The BID Body and the Council shall seek to reach agreement on when the logo of each party, including the BID logo and the logo of the BID Body, shall be shown on advertising and branding material in respect of the joint projects of the parties and for this purpose the Council and the BID Body shall provide details regarding the size of their logo and guidelines for its use. For the avoidance of doubt the Council shall not be permitted to use the logo of the BID or the BID Body on any material published by it without the prior consent of the BID Body and the BID Body shall not be permitted to use the logo of the Council on any material published by it without the prior consent of the Council.

15. Miscellaneous

15.1 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. The parties will then enter into good faith negotiations to seek to agree revised terms which achieve the intended effect of such drafting in a legally compliant manner.

15.2 The headings appearing in this Agreement are for ease of reference only and shall not affect the construction of this Agreement.

15.3 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.

15.4 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.

15.5 References to the Council include any successors to its functions as local authority.

15.6 References to statutes, byelaws regulations orders or delegated legislation shall include any such instrument re-enacting or made pursuant to the same power.

16. Exercise of the Council's powers

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

17. Contracts (Rights of Third Parties)

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

18. Dispute Resolution

18.1 The Parties shall attempt in good faith to negotiate a settlement of any dispute between them arising out of or in connection with this Agreement within 14 days of either party notifying the other of the

- dispute. Such efforts shall involve the escalation of the dispute to the chief executive (or equivalent) of each party.
- 18.2 Nothing in this dispute resolution procedure shall prevent the parties from seeking any court of competent jurisdiction an interim order restraining the other party from doing any act or compelling the other party to do any act.
- 18.3 If the dispute cannot be resolved by the parties pursuant to clause 18.1 above the dispute shall be referred to mediation pursuant to the procedure set out in clause 18.5 below unless the Council considers that the dispute is not suitable for resolution by mediation or the BID Body does not agree to mediation.
- 18.4 The performance of any services shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the BID Body and its employees, agents, suppliers and sub-contractors shall comply fully with the requirements of this agreement at all times.
- 18.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- 18.5.1 A neutral adviser or mediator ("the Mediator") shall be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within 14 days after a request by one party to the other or if the Mediator agreed upon is unable or unwilling to act, either party shall within 14 days from the date of the proposal to appoint a Mediator or within 14 days of notice to either party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution ("CEDR") to appoint a Mediator.
- 18.5.2 The parties shall within 14 days of the appointment of the Mediator meet in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.
- 18.5.3 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.
- 18.5.4 If the parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the parties once it has been signed by their duly authorised representatives.
- 18.5.5 Failing agreement, either of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Agreement without the prior written consent of both parties.
- 18.6 If the parties fail to reach agreement within 60 days of the Mediator being appointed, or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the courts.
- 18.7 Subject to clause 18.2 above, the parties shall not institute court proceedings until the procedures for mediation have been completed.

IN WITNESS whereof, this Agreement has been executed by the Parties the date before written:

SIGNED on behalf of
Buckinghamshire Council
by



[RICHARD HARRINGTON]

.....
[Service Director for Economy and Investment]

SIGNED on behalf of
**The Groundwork South Trust
Limited (t/a Cressex Business
Park BID)**
By



[GEMMA HUGHES]

.....
[CRESSEX BUSINESS PARK BID MANAGER]



[MUHAMMAD ALI]

.....
[FINANCE MANAGER/WITNESS DETAILS]

Schedule 1 – The BID Levy Rules

The Levy

1. The levy rate to be paid by each property or Hereditament is to be calculated as 1.5% of its rateable value (based on the 2017 rating list) as at the 'chargeable day' (notionally 1 October each year).
2. Only properties or Hereditaments with a rateable value of £12,000 or more will be eligible for payment of the levy.
3. The number of properties or Hereditaments liable for the levy is approximately 228 (this is subject to change).
4. The levy will be charged annually in advance for each Chargeable Period to be October to September each year, starting in 2022. Refunds will be given based on the number of days remaining in the year and the new occupier will be charged from the day of occupation for the remainder of that chargeable year. No other refunds will be provided.
5. The owners of untenanted properties or Hereditaments will be liable for payment of the BID Levy. This includes listed buildings.
6. Charitable organisations that are subject to relief on their business rates liability will receive exemptions from the BID Levy at the discretion of the BID Board.
7. Buckinghamshire Council will be responsible for the collection, and enforcement, of the levy on behalf of the BID.

The BID Area



The official road names included in the BID are as follows, however all hereditaments with the green shaded area of the map will be liable for a BID levy where their rateable value is above or equal to £12,000:

- > Bleinheim Road
- > Coronation Road
- > Halifax Road
- > Lancaster Road
- > Lincoln Road
- > Stirling Road
- > Shackleton Road
- > Turnpike Road
- > Turnpike Way
- > Wellington Road
- > York Way

For the avoidance of doubt, business centres and business parks on Cressex Business Park are also included such as:

- > Castle Estate
- > Century Point
- > Chancery Court Business Centre
- > Gateway Centre
- > The Merlin Centre

Schedule 2 – Annual BID Levy Collection and Administration Charge

1. The current BID Term is the first term of the Cressex Business Park BID.
2. Buckinghamshire Council will be responsible for collection of the BID Levy.
3. The collection and administration charge will be £5,000 per annum as set out in the BID Business Plan and will include the services set out in clauses 7 and 8 in the main agreement above.
4. The Council will issue an invoice to the BID for the full collection and administration charge in quarter 1 of the start of each BID Year. The payment terms will be set out in the invoice.
5. In order for the Council to fulfil its obligation to issue Demand Notices at the start of each BID Year the BID Body is required to provide content for and approve the Demand Notice template a minimum of six weeks prior to the start of each BID Year.
6. In order for the Council to fulfil its obligation to issue Demand Notices at the start of each BID Year the BID Body is required to provide the Council with the Demand Notice insert a minimum of six weeks prior to the start of each BID Year. The Demand Notice insert must be print ready (3mm bleed) in pdf format.
7. Six weeks prior to the start of the BID Year is approximately 15 August. Not meeting this deadline may result in a delay to Demand Notices being issued.
8. Demand Notices will be sent to non-zero-rated BID Levy paying businesses only.
9. The annual BID Levy collection and administration charge will be reviewed as part of the business planning exercise for the next BID Term and may change to reflect the Council's reasonable and actual administrative costs in providing these services.

Schedule 3 – Baseline Agreement

Baseline services provided by the Council in relation to the BID Area are included below. Baseline services will be updated and maintained as required for the duration of the BID Term but are subject to change and will be reviewed annually post-annual budget setting by Buckinghamshire Council to reflect any changes to county-wide operations. Queries relating to baseline services should be directed to the relevant Council department.

Baselines for statutory services, e.g. planning, are available on the Council website.

The following baselines are available below, providing detail for the following services. These baseline services were last reviewed in February 2024.

Service Areas	Sections
Cleansing	Fly tipping
	Graffiti clearing
	Litter bin emptying
	Pavement/street cleaning
Film Office	Filming
	Green spaces
Green Spaces and Seasonal Planting	Trees
	Gritting
Highways	Gully and drain clearing
	Road/pavement maintenance
	Street lighting
	On-street parking
Parking Services and Enforcement	Bollards
	Illuminated bollards, road signs and belisha beacons
	Lamp column banners
	Litter bins
	Planters
	Seating
	Wayfinding signs

Service	Cleansing Services
Activity	Officer name and contact details
Pavement/street cleaning	Vivian Sambo-Donga, Senior Contract Manager vivian.sambodonga@buckinghamshire.gov.uk
Litter Bins	As above
Graffiti	As above
Fly-tipping	As above

Street	Routine		Responsive	
	Pavement / street cleaning: how often?	Litter Bins: how many & often emptied?	Graffiti Clearing: response times	Fly Tipping: response times
Blenheim Road	6 weekly	1; weekly	Offensive on public space – 24 hours. Non-offensive on public space – 5 working days	Remove within 2 working days on adopted land only
Coronation Road	6 weekly	5; weekly	Offensive on public space – 24 hours. Non-offensive on public space – 5 working days	Remove within 2 working days on adopted land only
Halifax Road	6 weekly	1; weekly	Offensive on public space – 24 hours. Non-offensive on public space – 5 working days	Remove within 2 working days on adopted land only
Lancaster Road	6 weekly	2; weekly	Offensive on public space – 24 hours. Non-offensive on public space – 5 working days	Remove within 2 working days on adopted land only
Lincoln Road	6 weekly	none	Offensive on public space – 24 hours. Non-offensive on public space – 5 working days	Remove within 2 working days on adopted land only
Shackleton Road	Private (N/A)	Private (N/A)	Private (N/A)	Private (N/A)
Stirling Road	6 weekly	none	Offensive on public space – 24 hours. Non-offensive on public space – 5 working days	Remove within 2 working days on adopted land only
Turnpike Road	6 weekly	1; weekly	Offensive on public space – 24 hours. Non-offensive on public space – 5 working days	Remove within 2 working days on adopted land only
Turnpike Way	Private (N/A)	Private (N/A)	Private (N/A)	Private (N/A)
Wellington Road	6 weekly	none	Offensive on public space – 24 hours. Non-offensive on public space – 5 working days	Remove within 2 working days on adopted land only
York Way	Private (N/A)	Private (N/A)	Private (N/A)	Private (N/A)

Service standards and requirements:	<i>To ensure that all areas covered by the Contract are maintained to Grade B or above as defined by the EPA 1990. The Council and its Contractors shall restore cleanliness to Grade A within contractual timescales.</i> <i>Deep cleaning / gum removal: is an ad-hoc service and subject to assessment by an Authorised Officer.</i>
Who/where can the BID report issues?:	www.buckinghamshire.gov.uk/waste-and-recycling/street-cleaning/

Proposed BID Additional Activity	<i>For completion by the BID</i>
Cost of BID Additional Activity	

Service	Buckinghamshire Film Office
Activity	Officer name and contact details
Film Office	Ruth Bryant, Film Officer ruth.bryant@buckinghamshire.gov.uk

Activities	<ul style="list-style-type: none"> • Promote Buckinghamshire and its locations to maximise its reputation as a film friendly county • Promoting and managing the counties free to use locations database to assist property owners/managers promote their property and land for use as film locations (available at www.buckinghamshirefilloffice.com) • Work with partners such as Filming in England to list suppliers and crew in Buckinghamshire on their free databases • Work with productions to source locations, facilities, accommodation etc while shooting in the county • Manage the application processes and permit all filming taking place on Council owned or managed land • Work with productions to ensure that the consultation in the local area is carried out in advance of filming taking place and minimising the impact on businesses and residents • Maximising the short and long-term economic benefits of filming
Service standards and requirements:	Filming Code of Practice Drone Policy Consultation Guidance (all available at www.buckinghamshirefilloffice.com)
Who/where can the BID report issues?	filloffice@buckinghamshire.gov.uk
Proposed BID Additional Activity	<i>For completion by BID</i>
Cost of BID Additional Activity	

Service	Green spaces and seasonal planting
Activity	Officer name and contact details
Green spaces	Simon Coultas, Operations Manager Parks and Green Spaces simon.coultas@buckinghamshire.gov.uk
Trees	Estate Services

Street	Green Spaces	Trees	
Blenheim Road	No green spaces responsibilities		
Coronation Road			
Halifax Road			
Lancaster Road			
Lincoln Road			
Shackleton Road			
Stirling Road			
Turnpike Road			
Turnpike Way			
Wellington Road			Yes
York Way			

Service standards and requirements:	
Who/where can the BID report issues?	Fix my Street https://www.fixmystreet.buckscc.gov.uk/
Proposed BID Additional Activity	<i>For completion by BID</i>
Cost of BID Additional Activity	

Service	Highways
Activity	Officer name and contact details
Road and pavement maintenance	Rosie Tunnard, Highways Community Liaison Manager rosie.tunnard@buckinghamshire.gov.uk
Gully / drain issues	Rosie Tunnard, Highways Community Liaison Manager rosie.tunnard@buckinghamshire.gov.uk
Gritting	Rosie Tunnard, Highways Community Liaison Manager rosie.tunnard@buckinghamshire.gov.uk
Street lights	Christopher Hegarty-Swain, Street Lighting Manager christopher.hegarty-swain@balfourbeatty.com

Programmed (2022 – 2027) / Responsive							
Street	Road / pavement maintenance	When?	Gully/ drains	When?	Street lighting?	When?	Gritting
Blenheim Road U903	yes	1x annual inspection	yes	See Note 2	See Note 3	Annual 'Night Scouting' exercise	No
Coronation Road U903	yes	Monthly inspection	yes	See Note 2			Yes-precautionary
Halifax Road U903	yes	1x annual inspection	Yes	See Note 2			No
Lancaster Road U903	Yes	Monthly inspection	Yes	See Note 2			Yes-precautionary
Lincoln Road U903	yes	1x annual inspection	Yes	See Note 2			No
Shackleton Road PRIVATE	No	N/A	N/A	N/A			No
Stirling Road U903	yes	1x annual inspection	Yes	See Note 2	See Note 3	Annual 'Night Scouting' exercise	No
Turnpike Road U903	yes	1x annual inspection	yes	See Note 2			No
Turnpike Way PRIVATE	No – highway status stopped-up 1991	N/A	N/A	N/A			No
Wellington Road U903	Yes	1x annual inspection	yes	See Note 2	See Note 3	Annual 'Night Scouting' exercise	No
York Way PRIVATE	No	N/A	N/A	N/A			No

Service standards and requirements:	<p>Highways Safety Inspection Policy: Highway safety inspection policy Buckinghamshire Council</p> <p>Street lighting: Six yearly cycle of Combined Structural and Electrical Testing. Annual 'Night Scouting' exercise. Any requests for adding equipment, banners etc to light columns informed by the Guide to installing additions to Street Lighting Assets (available on request)</p>
Note 1	A-class roads / strategic network are inspected monthly as part of the Highway Safety Inspection Policy (see https://www.buckinghamshire.gov.uk/parking-roads-and-transport/highway-safety-inspection-policy/ for how road hierarchy is

	<p>determined). Some of these may only be walked inspections (i.e., in pedestrianised areas), others will be driven, some may have a mix of both. Any defects identified are ordered based on the risk matrix in the Policy; this could be between 2-hour repair to no-timescale (and therefore sit on a longer-term programme of works).</p> <p>In addition, the Local Area Technician will inspect all reports of defects / concerns from the public made to the service outside of the Highways Safety Inspection process. Again, any defects identified will follow the same approach / timescales for repair.</p>
Note 2	Gullies - Normal gully cleansing would be on a cyclical 3-year programme, with A and B roads cleansed annually as part of this. However, Members gave additional funding for financial years 21/22, 22/23 and 23/24 for every gully in the county (over 80,000) to be cleansed.
Note 3	Details on street lighting can be found at: Cressex - Street Light Columns – Google My Maps
Who/where can the BID report issues?	<p>Report specific maintenance defects to Buckinghamshire Highways: https://www.buckinghamshire.gov.uk/parking-roads-and-transport/report-problems-on-roads-streets-and-pavements/report-a-pothole-on-the-road/</p> <p>General highways area of website to report all manner of highway issues: https://www.buckinghamshire.gov.uk/parking-roads-and-transport/</p> <p>For street lighting, FixMyStreet, https://www.fixmystreet.buckscc.gov.uk/</p>
Proposed BID Additional Activity	<i>For completion by BID</i>
Cost of BID Additional Activity	

Additional comments:

1. For roads inspected monthly, annually, or quarterly, this means formal inspection under the Highway Safety Inspection Policy and any defects repaired under the risk matrix within the policy. The Local Area Technicians will supplement this and inspect all reports of defects / concerns from the public made to the service outside of the Highways Safety Inspection process. Again, any defects identified will follow the same approach / timescales for repair.
2. For those roads identified as public highway, it is assumed gullies are present and therefore the gully emptying programme applies. There may be a rare occasion where gullies are not present and alternative drainage may exist.
3. **Gritting** – during prolonged periods of heavy snowfall, our programme will change from the normal ‘precautionary’ salting to ‘secondary’ (also known as ‘snow routes’). More info: <https://www.buckinghamshire.gov.uk/parking-roads-and-transport/check-to-see-which-roads-are-gritted/> (although ‘secondary’ routes not currently identified on the public online mapping layers).
4. Footways are generally not salted. However, high-footfall pedestrianised areas are sometimes salted, for example if ‘snow route’ phase has been entered. This is not guaranteed and is assessed during the prolonged weather-period to determine if necessary and depends on resource. Sometimes, other agencies will assist by hand-gritting these areas. Those roads specified as ‘no’ to gritting in the table above will not be salted as part of the normal precautionary gritting, but this could change in the event of reverting to snow routes and high-footfall areas are deemed necessary.
5. The red letter / numbers next to the road name is their Asset ID/classification. Included for information.

Service	On-street parking and enforcement
Activity	Officer name and contact details
On Street	Julie Rushton, Head of Parking julie.rushton@buckinghamshire.gov.uk
Enforcement	Julie Rushton, Head of Parking julie.rushton@buckinghamshire.gov.uk

Street	On Street	Time	Number of bays / spaces
Blenheim Road	A full list of current parking restrictions can be found at: https://buckinghamshire.traffweb.app/		
Coronation Road			
Halifax Road			
Lancaster Road			
Lincoln Road			
Shackleton Road PRIVATE			
Stirling Road	A full list of current parking restrictions can be found at: https://buckinghamshire.traffweb.app/		
Turnpike Road			
Turnpike Way PRIVATE			
Wellington Road	A full list of current parking restrictions can be found at: https://buckinghamshire.traffweb.app/		
York Way PRIVATE			

Service standards and requirements:	Restrictions enforced in accordance with the current regulation orders under the Traffic Management Act 2004. Any vehicle parked in contravention to the current parking order will be issued with a penalty charge notice.
Who/where can the BID report issues?	Fix my Street https://www.fixmystreet.buckscc.gov.uk/ A full list of parking restrictions can be found at: https://buckinghamshire.traffweb.app/
Proposed BID Additional Activity	<i>For completion by BID</i>
Cost of BID Additional Activity	

Service	Street Furniture Maintenance
Activity	Officer name and contact details
Litter Bins	Vivian Sambo-Donga, Senior Contract Manage vivian.sambodonga@buckinghamshire.gov.uk
Seating	Simon Coultas, Operations Manager Parks and Green Spaces simon.coultas@buckinghamshire.gov.uk
Bollards	Rosie Tunnard, Highways Community Liaison Manager rosie.tunnard@buckinghamshire.gov.uk Note 1
Illuminated bollards, road signs and belisha beacons	Christopher Hegarty-Swain, Street Lighting Manager, christopher.hegarty-swain@balfourbeatty.com Note 2
Lamp column Banners	Laura Cooper, Communications Manager laura.cooper@buckinghamshire.gov.uk

Street	Litter Bins	Seating	Wayfinding signs	Planters	Bollards	Illuminated bollards etc	Lamp Column Banners	Other – Note 3
Blenheim Road	yes							
Coronation Road	yes							
Halifax Road	yes							
Lancaster Road	yes							
Lincoln Road	none							
Shackleton Road	n/a							
Stirling Road	none							
Turnpike Road	yes							
Turnpike Way	n/a							
Wellington Road	none							
York Way	n/a							

Service standards and requirements:	Litter Bins: are maintained by BC. Litter bin provision is reviewed periodically and subject to change. Recharges may apply for container costs and servicing in accordance with council policy.
Note 1:	Asset mapping underway, contact team for asset ownership information
Note 2:	The Street Lighting team are responsible for belisha beacons and bollards and signs that are currently illuminated.
Note 3:	The 'other' and empty columns have been left in should the BID wish to consider further activities which offer additionality in line with the BID Business Plan.
Who/where can the BID report issues?	Litter bins: www.buckinghamshire.gov.uk/waste-and-recycling/street-cleaning/ Illuminated signs, bollards and belisha beacons: https://www.fixmystreet.buckscc.gov.uk/
Proposed BID Additional Activity	<i>For completion by the BID</i>
Cost of BID Additional Activity	