

**OPERATING PROCEDURES for 2024/25 to 2028/29
BID**

Dated **5th January 2024**

NAME OF COUNCIL

London Borough of Harrow

NAME OF BID COMPANY

Harrow Town Centre Business Improvement District
Company Ltd.

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Schedules

Schedule A: Background to the BID Arrangements.

Schedule B: BID Levy rules as issued to stakeholders and described in the Harrow Town Centre BID Proposal 2024-2029 and published on the www.ha1bid.co.uk website.

Schedule C: Map of geographical area highlighting the areas covered by the BID, published in the BID Proposal and on the website. The BID Arrangements in Schedule C and Section 8 of this Operating Procedures Agreement describe the Council's procedures for how it will administer, bill and collect the BID Levy charges.

Schedule D: List of the Hereditaments within the BID area when the ballot was announced liable for the BID Levy, also published on the website as the Voter Listing.

Operating Procedures

Dated

Between

- (1) **London Borough of Harrow** (the "Council") PO Box 731, Forward Drive, HA3 3RG,
and
- (2) **Harrow Town Centre BID Company Ltd.** c/o Management Suite, St George's
Shopping Centre, St Anns Road, Harrow, HA1 1HS

Recitals

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

It is agreed:

1 Definitions

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

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

- (i) the Financial Accounts;
- (ii) the total amount of BID Levy Raised;
- (iii) the total amount of BID Levy collected;
- (iv) the total amount of the Deductions;
- (v) the total amount of uncollected debit c/fwd at the end of the Financial Year
- (vi) any proposals from the Council to help improve its efficiency in the collection and enforcement BID Levy
- (vii) a report including a schedule of all non-paying Stakeholders existing at the end of the relevant Financial Year and the enforcement action taken or to be taken by the Council in respect of such Stakeholders

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

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

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

BID Levy means the charge to be Raised and collected from the Stakeholders within the area of the BID in accordance with the terms set out in the BID Arrangements and the Regulations and to be used, subject to the terms of this Agreement, by the Council solely to procure from the BID Company the services and proposals set out within the BID

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

Head of Collections & Housing Benefits means the Council officer responsible for the implementation of the Council's obligations under (and the management of) this Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2 Statutory Authorities

- 2.1 This Agreement is made pursuant to Part IV of the Local Government Act 2003 and Section 111 of the Local Government Act 1972 and all other enabling powers.

3 Commencement and Term

- 3.1 This Agreement is conditional on and shall not take effect until the Operational Date.
- 3.2 Following the Operational Date this Agreement shall continue in full force and effect for the duration of the Term.

4 Good faith Obligations

- 4.1 Both parties will act in good faith towards each other in relation to all matters arising under this Agreement and in particular (without failure to comply with the same amounting to a breach of contract) each party shall inform the other fully and as soon as reasonably possible of any circumstances of which it becomes aware which might lead to a necessity for a change to this Agreement, a potential dispute or any other circumstance of which both parties should be aware.
- 4.2 Any approval, act, omission, decision, requirement, agreement or any other step of any kind taken by or on behalf of either party shall be so taken reasonably and in good faith and any reference (express or implied) to period, time, occasion, amount, price or any other matter shall be subject to the qualification of reasonableness, unless the context otherwise requires.

5 Payment for the Services

- 5.1 The Council's charge for the provision of the Services will be £20,000 in the first year of the Term (excluding VAT), that sum to be reviewed at the end of year 1 and increased or decreased in subsequent years by the proportionate increase or decrease in RPI during the previous year should the Council so choose to increase or decrease the annual charge.
- 5.2 Following receipt by the BID Company of a valid VAT invoice, payment of that invoice will be due together with VAT thereon on the date of this Agreement and on the anniversary thereof in each year of the Term.

VAT in respect of BID Levy

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

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

6.1 In the event that the BID Levy is not paid by a Stakeholder by the date specified within a demand notice, the Council shall instigate enforcement action against such non-paying Stakeholder in accordance with Schedule C

6.2 Where the Council instigates Court action as required in accordance with Schedule C, it shall do so at its own expense and for the avoidance of doubt such costs and expenses shall not be a Deduction for the purposes of this Agreement unless and until such time as the Council successfully recovers such costs and expenses from the relevant Stakeholder on behalf of the BID Company at which time the relevant Deduction shall be the sum recovered in respect of the Council's costs in bringing the Court action.

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

7.1 In the event that the Council fails to take reasonable steps to enforce payment of the BID Levy in accordance with clause 6.1 above and Schedule C the BID Company shall serve an Enforcement Notice on the Council (such notice to be copied to the Monitoring Group) requesting that:-

- (i) it serve a First Demand Notice;
- (ii) it serve a Second Demand Notice; or
- (iii) it commence court proceedings pursuant to clause 6 above and Schedule C.

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

7.2 If after serving an Enforcement Notice the Council fails to take the requested action within the specified time frame the BID Company shall inform the Monitoring Group of the Council's failure to act and request that the Monitoring Group arrange a meeting between the Monitoring Group and the BID Company and relevant Officers of the Council in order to achieve a solution and/or agree a strategy to recover the outstanding sum. Such strategy shall include a time frame within which action will be taken by the Council to recover the unpaid sum or sums.

7.3 If after serving an Enforcement Notice and attending the meeting arranged by the Monitoring Group pursuant to clause 7.2 the Council fails to take the requested action

within the time frame agreed during the said meeting then the BID Company shall serve an Appeal Notice to the Chief Finance Officer of the Council, such notice shall:-

- (i) Detail the sum/s which remain unpaid;
- (ii) Confirm that the Council has failed to use the enforcement mechanisms available to it under this Agreement to recover the sum; and
- (iii) Request that a meeting take place between the relevant officers of the Council and BID Company to achieve a solution and/or agree a strategy to recover the outstanding sum such meeting to take place in any event no later than 28 days from service of the Appeal Notice

7.4 Where the Council fails to attend the meeting specified at clause 7.3 (iii) above; or fails to implement any action plan agreed at that meeting within a period of 14 days from the date of the meeting the Council shall use its best endeavours and take all necessary steps required of it by the BID Company to enable the BID Company to enforce collection of the BID Levy which may include the appointment of the BID Company as its agent and/or the grant to the BID Company of the conduct of any litigation and enforcement on behalf of the Council.

7.5 In the event that:

- (i) the BID Company is unable to take steps to enforce the BID Levy itself by any method; and
- (ii) the Council has failed to use its best endeavours or taken all necessary steps to assist the BID Company in enforcing the BID Levy itself; and
- (iii) the total outstanding sum remaining unpaid as a consequence of the failure of the Council to take the appropriate action exceeds 10% of the total BID Levy for that Financial Year; then

the Council will pay to the BID Company from its own resources and on written demand from the BID Company the outstanding sums for which the Council has failed to enforce payment in accordance with this Agreement up to a maximum sum of £5k provided that nothing within this clause 7.5 shall prevent or limit any other claim or remedy the BID Company may have against the Council in tort for breach of statutory duty.

8 Accounting Procedures and Monitoring

8.1 Within 1 month from the Operational Date the Council and BID Company shall form the Monitoring Group which shall include the following representatives:

- (i) from the BID Company, the BID Company's Representative and Programme Co-ordinator (Finance); and
- (ii) from the Council, the relevant representatives from the Regeneration, Business Development Manager and Finance Sections as appropriate and the Head of Collections & Housing Benefits

8.2 Each month thereafter the Council shall provide the BID Company with a report which shall include:-

- (i) the BID Levy due and payable by each Stakeholder together with details of any refunds or credits owed by the Council to any Stakeholder
- (ii) the amount of BID Levy collected from each Stakeholder;
- (iii) details (together with the outstanding unpaid sum) of those Stakeholders who have not paid the BID Levy together with the Council's enforcement action or intended enforcement action in respect of such Stakeholders;
- (iv) summary details of any unpaid sums due to the Council from the BID Company;
- (v) information any changes in the occupation of hereditaments liable to BID Levy and on any new Stakeholders.
- (vi) The balance then standing to the credit of the BID Revenue Account
- (vii) The sum being retained in the Bid Revenue Account for the time being in respect of Bad or Doubtful Debts

8.3 Within 14 days following the end of each Quarter both parties shall arrange for the Monitoring Group to meet for the purposes of:-

- (i) reviewing the effectiveness of the collection and enforcement of the BID Levy from the information made available pursuant to clause 8.2 above; and

- (ii) reviewing the progress in achieving the objectives set out in the BID Arrangements

8.4 The persons attending the quarterly meetings shall be the members of the Monitoring Group together other appropriate officers depending upon the matters to be discussed.

8.5 Both parties will also attend regular liaison meetings. Review of performance will be a standing item on the agenda. These meetings will be minuted and progress will be reported to the Head of Collections & Housing Benefits and the BID Company member in charge of the implementation of this Agreement.

8.6 Within 1 month from the end of the Financial Year the Council shall provide the Annual Report to the BID Company.

9 BID Company's Representative

9.1 The BID Company's Representative shall be such person nominated in writing by the BID Company from time to time to act in the name of the BID Company for the purposes of the Agreement.

9.2 From time to time the BID Company's Representative may appoint one or more representatives to act for the BID Company's Representative generally or for specified purposes or periods. Immediately any such appointment is made, the BID Company's Representative shall give written notice thereof to the Council.

10 The Council's Obligations

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

10.2 The Council shall administer the BID Revenue Account in accordance with good accounting practice and the Regulations and on receipt from the BID Company of a properly vouched invoice shall, subject to the Regulations, make payment to it within 28 days thereafter by BACS from the balance in the BID Revenue Account after due allowance has been made for Bad or Doubtful Debts.

10.3 At all times the Council shall provide the Services described in the Agreement with: reasonable skill, care and diligence; the utmost good faith; and to the Contract Standard set out herein and, subject as aforesaid, to the reasonable satisfaction of the BID Company's Representative.

10.4 The Council shall inform the BID Company's Representative promptly and confirm in writing if the Council is unable or fails to provide the Services or any part thereof, or if the Council is aware of anything of whatsoever nature which may hinder the Council from complying with the Agreement giving details of the circumstances, reasons and likely duration. The provision of information under this Clause 10.4 shall not in any way release or excuse the Council from any of its obligations under the Agreement.

11 Audit

11.1 For the purpose of conducting any audit investigation of the Agreement, each party shall throughout the Term provide all facilities and allow full access to the other or its auditors to:

11.1.1 all offices and premises for the purpose of inspecting records and documents in its possession, custody or control in connection with the Services;

11.1.2 all technology, resources, systems and procedures used or proposed to be used in connection with the provision of Services; and

11.1.3 interview its staff and officers.

12 Assistance in legal proceedings

12.1 If requested to do so by the Head of Collections & Housing Benefits or the BID Company's Representative, each party shall provide the other with any relevant information in connection with any legal inquiry, arbitration or court proceedings in which the Council or the BID Company may become involved or any relevant disciplinary hearing internal to the Council or the BID Company and shall give evidence in such inquiries or proceedings or hearings, arising out of the provision of the Services. The reasonable costs and expenses of and occasioned by provision of such assistance shall be paid by the requesting party unless the inquiry, proceedings or hearings arose from the acts, defaults, omissions or breaches of the party providing assistance.

13 Confidentiality

13.1 To the extent permissible under the Freedom of Information Act 2000, both the Council and the BID Company agree to keep confidential and not to divulge to any person without the prior written consent of the other party all information (written or oral) concerning the business affairs of the other nor any information which has been exchanged about the Stakeholders or about other third parties which it shall have obtained or received as a result of operating the BID. This obligation shall survive the termination or lapse of the provision of the BID.

14 Notices

14.1 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.

14.2 A Notice may be served by

14.2.1 delivery to the Head of Collections & Housing Benefits at the Council's address;

14.2.2 delivery to the Company Secretary at the BID Company's address specified above

14.2.3 registered or recorded delivery post.

14.3 Any notice served shall be deemed to have been validly served or given at the time when in the ordinary course of business it would have been received.

15 Intellectual Property Rights

15.1 Copyright in all documents provided by either party to the other in connection with this Agreement shall remain vested in the party who provided them.

15.2 Where under Clause 15.1 copyright remains vested in the Council, the BID Company shall have unrestricted licence to use such document for all purposes envisaged by or arising under this Agreement.

16 Health and Safety

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

17 Equal Opportunities

17.1 The parties shall comply with their statutory obligations under the Race Relations Act 1976 together with the Commission for Racial Equality's Code of Practice in employment as approved by Parliament in 1983, which gives practical guidance to employers and others on the elimination of racial discrimination and the promotion of equality of opportunity in employment, including the steps that can be taken to encourage members of the ethnic minorities to apply for jobs or take up training opportunities.

18 Data Protection

18.1 The parties shall comply with the provisions of the Data Protection Act 1998 so far as applicable to this Agreement and the Service and shall indemnify each other against all actions, costs, expenses, claims, proceedings and demands which may be brought against the other party for breach of statutory duty under this Act which arises from the use disclosure or transfer of personal data by the other party or its servants or agents.

19 Force Majeure

19.1 Either party shall notify the other in writing of any Force Majeure event as soon as it shall be aware of it.

19.2 Neither party shall be in breach of the Agreement by reason of any Force Majeure event. Each party shall bear their own cost arising as a consequence of the Force Majeure event.

19.3 Both parties shall use all reasonable endeavours to secure the resumption of the Services at the earliest possible opportunity following a Force Majeure event.

20 Whole Agreement

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

21 Miscellaneous

21.1 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

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

21.3 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

21.4 References to the Council includes any successors to its functions as local authority

21.5 References to statutes, bye laws, regulations, orders, delegated legislation shall include any such instrument re-enacting or made pursuant to the same power

22 Exercise of the Council's Powers

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

23 Contracts (Rights of Third Parties)

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

24 Arbitration

24.1 The following provisions shall apply in the event of a dispute:

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

24.3 Where any dispute is not resolved in accordance with clause 24.2 above within 28 days of referral to the same, it shall be referred to arbitration before a single arbitrator.

24.4 The parties shall jointly appoint the arbitrator not later than 28 days after service of a request in writing by either party to do so.

24.5 If the parties are unable to agree within 28 days as to the appointment of such arbitrator then such arbitrator (hereinafter referred to as "the tribunal") shall be appointed on the application of either party to the President for the time being of the Law Society.

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

- (i) prosecute any such reference expeditiously and
- (ii) 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

24.7 The award shall be in writing signed by the tribunal and shall be finalised within 21 days

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

25 Amendments

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

26 Reciprocal Indemnities

26.1 The BID Company shall be liable for and shall fully and promptly indemnify and keep indemnified the Council, its employees and agents, against all liabilities, demands, proceedings, damages, costs, losses, claims, charges and expenses whatsoever in any way arising out of or in connection with:

26.1.1 the management of the BID by the BID Company; and

26.1.2 the injury to, or death of, any person howsoever arising whether in contract, tort or otherwise except and to the extent that it may arise out of the act, default or negligence of the Council.

26.2 The Council shall be liable for and shall fully and promptly indemnify and keep indemnified the BID Company, its employees and agents, against all liabilities, demands, proceedings, damages, costs, losses, claims, charges and expenses whatsoever in any way arising out of or in connection with:

26.2.1 a failure of the Council in the provision of the Services (other than a failure by the Council to take the steps and actions referred to in clauses 6.1 and 7 to enforce the BID Levy for which liability shall be limited in accordance with clause 7 above); and

26.2.2 the injury to, or death of, any person howsoever arising whether in contract, tort or otherwise except and to the extent that it may arise out of the act, default or negligence of the BID Company.

26.3 Both parties shall ensure that they have appropriate insurances in place to cover their potential liabilities under this Contract and in particular the BID Company shall maintain, continue to maintain throughout the Term, and provide reasonable evidence thereof to the Council, Public Liability Insurance up to a minimum level of cover of £5 million in respect of any one incident.

27 Applicable Law

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

IN WITNESS hereof:
EXECUTED as a Deed by the parties on the date which first appears on this instrument

THE COMMON SEAL of London Borough of Harrow

was hereunto affixed in the presence of:



Fern Silverio
Head of Collections & Housing Benefits

Authorised Signatory

..... Director/Secretary

..... Director

Schedule A: Background to the BID Arrangements

On Friday 13 December 2013 businesses in Harrow Town Centre voted in favour of the establishment of a Business Improvement District to commence operations on 1 April 2014.

Services to be undertaken by the BID

The work programmes to be undertaken by the BID are outlined in the BID proposal and can be summarized as:

Town Centre Management

- Business leadership
- Influencing matters that are important
- Responding to alternative Centre's
- Reducing business costs
- Better communication, insight and intelligence

Promotion

- Clear brand & identity
- Increasing shopper numbers
- Events
- Seasonal lighting

Improving the Pedestrian Experience

- Collective voice
- Improved streetscape
- Enhanced enforcement
- Crime intelligence partnership

The BID proposal further sets out the year 1 budgets for delivering the work programmes together with a 5 year cash flow.

Who will provide the services?

The programme of work will be delivered by the Harrow Town Centre BID Company who will be the legal entity that will run the activities of the BID. The BID Company is a company limited by guarantee, the Articles of Association, of which, are available on request.

The BID Company has evolved from the Harrow BID Development Group, which led and championed the establishment of the BID.

Provision of a Baseline Agreement

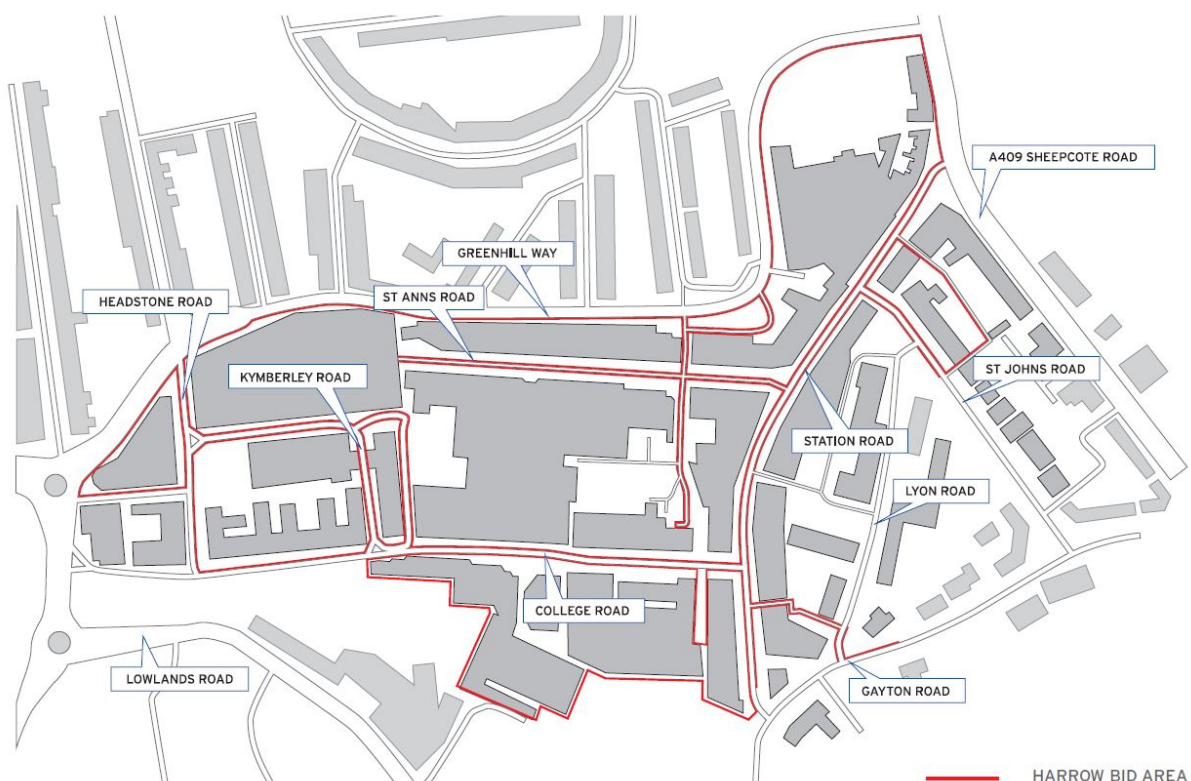
A baseline agreement has been established between the BID Company and LB Harrow and was available for inspection during the ballot campaign to help inform the decision making of voting businesses. The document is available at www.ha1bid.co.uk

Schedule B: BID Levy Rules

- The BID term will be 5 years from 1st April 2024 to 31st March 2029;
- The BID levy will be applied to rated properties in the BID with a rateable value of £30,000 or more;
- The BID levy will be fixed at 2% of rateable value using the 2023 rating list as at 1st January 2024;
- The liability for the BID levy will fall on the eligible ratepayer;
- Charitable organisations in receipt of mandatory charitable relief from rates will receive 80% allowance;
- The BID levy will not be increased other than that specified in the levy rules;
- The eligible ratepayer will be liable for the BID levy for empty properties with no void period - listed properties will be exempt;
- An inflationary increase of 3% will be applied annually to the BID levy
- There will be no VAT charged on the BID levy.

Schedule C: Map and Geographical area covered by the BID and the BID Arrangements

A map illustrating the geographical area covered by the BID is provided below. A list of those businesses liable for the BID levy (as provided by LB Harrow) at the time of the ballot are listed in Schedule D.



The streets incorporated in the BID are outlined in the BID proposal and can be found online at www.ha1bid.co.uk

Clarendon Road: All
College Road: 2-134 even, 3-79 odd and Bus station
Gayton Road 1-9
Greenhill Way: Car park only
Havelock Place.
Headstone Road – Bradstowe House gym only
Kymberley Road: All
St John's Road: 1-5
St Ann's Road: All
St Ann's Shopping Centre: All
St George's Shopping Centre: All
Station Road: 276-380 even, and 229-381 odd
William Carey Way: All

Any new, developed or refurbished properties which subsequently enter the rating list will become liable for the BID levy provided the criteria for inclusion is satisfied.

Businesses liable for the BID levy

The liability for the BID levy will fall upon the eligible ratepayer. All rated businesses in the geographical area covered by the BID over a rateable value of £30,000 are liable for the BID levy.

As outlined in the BID proposal the BID levy is 2% of the rateable value using the 2023 rating list as at 1 April 2024. The BID multiplier is 2p in the pound.

The BID levy is a daily charge based upon the rateable value. The BID levy is to be paid in full in advance. The due payment is the 1st April of the relevant financial year.

The eligible ratepayer will be liable for the BID levy for empty properties with no void period. Listed properties are not exempt from the levy.

The initial list of non-domestic ratepayers liable to the BID levy will be set and available following formal notification of the ballot. This list will be updated with any changes to the billing authority's rating list during the lifetime of the BID and any new refurbished or reconstituted hereditaments subsequently entered into the rating list after the BID commencement date.

Any property that is split or merged over the period of the BID will be liable for the levy if the new rateable value is £30,000 or higher.

Collection of the BID levy

The collection criteria is outlined in the BID Operating Agreement which has been agreed between the BID Company and the LB Harrow. The agreement can be found at www.ha1bid.co.uk

In the event that a business asks for payment terms, a decision will solely be made by LB Harrow. No interest will be payable on any overpayments.

Refunds

In the event that refunds are to be given, LB Harrow will pay the refund back by BACS payment.

Costs of establishing the BID

The costs of developing the BID are not included in the BID levy. The costs of establishing the BID have been funded by the existing BID and are payable upfront before a ballot takes place.

Charitable relief

Charitable organisations in receipt of mandatory charitable relief from rates will receive 80% allowance.

Alteration ballot

The BID levy will not be increased other than specified in the BID rules.

The BID arrangements may be altered without an alteration ballot in the following circumstances.

- An inflationary increase of 3% will be applied annually to the BID levy.
- The rating list is likely to change during the lifetime of the BID and as such those ratepayers subsequently meeting the criteria for inclusion within the BID will become liable for the BID levy. Similarly if a rate payer fails to meet the criteria during the lifetime of the BID it ceases to be liable for the BID levy e.g. its rateable value falls below the threshold of £30,000.

Term of the BID arrangements

The BID term will be 5 years from 1 April 2024 to 31 March 2029.

Commencement of the BID arrangements

The BID arrangements will commence on 1 April 2024.

Schedule D: List of Hereditaments within the BID area when the ballot was announced

See Schedule C for details of how changes in the BID area are dealt with.

| Property Address 1 | Property Address | Property Address | Property Address | Postcode | Rateable Va |
|---|-------------------|------------------|------------------|----------|-------------|
| Suite A Pt 3rd Flr Hygeia House | 66-68 College Roa | Harrow | | HA1 1BE | 30,000 |
| 8 College Road | Harrow | | | HA1 1BE | 30,500 |
| 324a Station Road | Harrow | | | HA1 2DX | 30,500 |
| Gnd Fl Right, Hygeia House | 66-68 College Roa | Harrow | | HA1 1BG | 30,500 |
| 32 College Road | Harrow | | | HA1 1BE | 30,750 |
| 324b Station Road | Harrow | | | HA1 2DX | 31,000 |
| 294 Station Road | Harrow | | | HA1 2DX | 31,250 |
| 324c Station Road | Harrow | | | HA1 2DX | 31,750 |
| 4 College Road | Harrow | | | HA1 1BE | 31,750 |
| St Anns Centre | St Anns Road | Harrow | | HA1 1AS | 31,750 |
| 4 St Anns Road | Harrow | | | HA1 1LG | 32,000 |
| 2nd Floor St Anns House | 38-44 St Anns Roa | Harrow | | HA1 1LA | 32,750 |
| 358 Station Road | Harrow | | | HA1 2DE | 32,750 |
| 379 Station Road | Harrow | | | HA1 2AR | 33,000 |
| 278 Station Road | Harrow | | | HA1 2EA | 33,250 |
| First Floor, 10 College Road | Harrow | | | HA1 1BE | 33,500 |
| 324d Station Road | Harrow | | | HA1 2DX | 34,000 |
| Front Pt Unit 1 5th Flr Hygeia House | 66-68 College Roa | Harrow | | HA1 1BG | 34,000 |
| 59 St Anns Road | Harrow | | | HA1 1JU | 34,250 |
| 249d Station Road | Harrow | | | HA1 2TB | 34,250 |
| Kiosk Vo 8, St Anns Centre | St Anns Road | Harrow | | HA1 1AR | 34,500 |
| 1st Fl S & 2nd Fl, 12 College Road | Harrow | | | HA1 1BE | 35,000 |
| 280 Station Road | Harrow | | | HA1 2EA | 35,250 |
| 352 Station Road | Harrow | | | HA1 2DE | 35,750 |
| 2 St Anns Road | Harrow | | | HA1 1LG | 35,750 |
| Omnibus Station | College Road | Harrow | | HA1 1BY | 36,250 |
| 322 Station Road | Harrow | | | HA1 2DX | 36,250 |
| 16 College Road | Harrow | | | HA1 1BE | 36,500 |
| Offices Over 325-327 Station Road | Harrow | | | HA1 2AA | 36,500 |
| 2-2a College Road | Harrow | | | HA1 1BE | 37,250 |
| 63 College Road | Harrow | | | HA1 1FD | 37,750 |
| 282 Station Road | Harrow | | | HA1 2EA | 38,000 |
| 291 Station Road | Harrow | | | HA1 2TA | 38,000 |
| 307 Station Road | Harrow | | | HA1 2TA | 38,000 |
| 4 St George's | St Anns Road | Harrow | | HA1 1HS | 38,250 |
| 48 St Anns Road | Harrow | | | HA1 1JX | 38,250 |
| Ground Flr Right, 342-348, Station Road | Harrow | | | HA1 2DR | 38,250 |
| Grd Flr, 311 Station Road | Harrow | | | HA1 2TA | 38,500 |
| 378a-380 Station Road | Harrow | | | HA1 2DE | 39,000 |
| 309 Station Road | Harrow | | | HA1 2TA | 39,250 |
| 13b St Anns Centre | St Anns Road | Harrow | | HA1 1AS | 39,250 |
| 6 College Road | Harrow | | | HA1 1BE | 39,750 |
| 13a St Anns Centre | St Anns Road | Harrow | | HA1 1AS | 40,250 |
| Gnd Flr, 329-331 Station Road | Harrow | | | HA1 2AA | 40,500 |
| Pt 3rd Flr Kings House | Kymerley Road | Harrow | | HA1 1YR | 41,000 |
| Food Kiosk 2 1st Flr, St Anns Centre | St Anns Road | Harrow | | HA1 1AS | 41,250 |

HARROW

TOWN CENTRE

Business Improvement District

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|---|--------------------|--------|--|----------|--------|
| Gnd Flr, 330-332 Station Road | Harrow | | | HA1 2DR | 41,750 |
| 8 St Anns Road | Harrow | | | HA1 1LG | 42,000 |
| 325 Station Road | Harrow | | | HA1 2AA | 42,250 |
| 289 Station Road | Harrow | | | HA1 2TA | 42,250 |
| 1-9, St Anns Road | Harrow | | | HA1 1LQ | 42,500 |
| The Moon On The Hill | 373-375 Station R | Harrow | | HA1 2AP | 43,000 |
| Gnd Fl Rear, Hygeia House | 66-68, College Roa | Harrow | | HA1 1FD | 43,000 |
| 6 St Anns Road | | | | HA1 1LG | 43,250 |
| Atrium Kiosk 2, St George's | St Anns Road | Harrow | | HA1 1HS | 43,250 |
| 46a St Anns Road | Harrow | | | HA1 1LA | 43,500 |
| 10 St Anns Road | Harrow | | | HA1 1LG | 45,000 |
| 27 St Anns Road | Harrow | | | HA1 1LA | 45,250 |
| Grnd Flr, 249-251 Station Road | Harrow | | | HA1 2TB | 45,500 |
| Room 501 5th Flr | 79 College Road | Harrow | | HA1 1BQ | 45,500 |
| 28 St George's | St Anns Road | Harrow | | HA1 1HS | 46,250 |
| 8 St George's | Harrow | | | HA1 1HS | 47,250 |
| 5 St George's | St Anns Road | Harrow | | HA1 1HS | 47,750 |
| Food Kiosk 4-5 1st Flr, St Anns Centre Centre | St Anns Road | Harrow | | HA1 1AS | 49,250 |
| Gnd Fl, 14 St Anns Road | Harrow | | | HA1 1LG | 50,000 |
| 370-372 Station Road | Harrow | | | HA1 2DE | 50,000 |
| 12 St Anns Road | Harrow | | | HA1 1LG | 51,000 |
| 316 Station Road | Harrow | | | HA1 2DX | 52,000 |
| 33 St Anns Road | Harrow | | | HA1 1JU | 52,000 |
| 364-366 Station Road | Harrow | | | HA1 2DE | 52,500 |
| 351-353 Station Road | Harrow | | | HA1 2AW | 52,500 |
| 312 Station Road | Harrow | | | HA1 2DX | 53,000 |
| 19 St Anns Road | Harrow | | | HA1 1JU | 53,500 |
| 55 St Anns Road | Harrow | | | HA1 1JU | 53,500 |
| 347-349 Station Road | Harrow | | | HA1 2AA | 54,000 |
| 21 St Anns Road | Harrow | | | HA1 1JU | 54,000 |
| 34 St Anns Road | Harrow | | | HA1 1LQ | 54,500 |
| Grnd Flr, 22 St Anns Road | Harrow | | | HA1 1LG | 54,500 |
| 318 Station Road | Harrow | | | HA1 2DX | 54,500 |
| 21 St George's | St Anns Road | Harrow | | HA1 1HS | 54,500 |
| 2 St Anns Centre | St Anns Road | Harrow | | HA1 1AS | 55,000 |
| Food Kiosk 6 1st Flr, St Anns Centre | St Anns Road | Harrow | | HA1 1 AS | 55,500 |
| 7 St George's | St Anns Road | Harrow | | HA1 1HS | 55,500 |
| 29 St Anns Road | Harrow | | | HA1 1LA | 55,500 |
| 20 St Anns Road | Harrow | | | HA1 1LG | 56,000 |
| 18 St Anns Road | Harrow | | | HA1 1LG | 56,500 |
| 6 St George's | St Anns Road | Harrow | | HA1 1HS | 56,500 |
| 16 St Anns Road | Harrow | | | HA1 1LG | 56,500 |
| 336-338 Station Road | Harrow | | | HA1 2DR | 58,500 |
| 9 St George's | St Anns Road | Harrow | | HA1 1HS | 59,500 |
| 22 V2, St George's | St Anns Road | Harrow | | HA1 1HS | 60,000 |
| 361-363 Station Road | Harrow | | | HA1 2AW | 60,500 |

HARROW

TOWN CENTRE

Business Improvement District

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|---|--------------------|--------|--|----------|--------|
| 26-28 College Road | Harrow | | | HA1 1BE | 61,000 |
| 11-15 St Anns Road | Harrow | | | HA1 1LG | 62,000 |
| Store 3263, 30 St Anns Road | Harrow | | | HA1 1LA | 63,000 |
| 51 St Anns Road | Harrow | | | HA1 1JU | 63,000 |
| Unit 2, 1-9 St Anns Road | Harrow | | | HA1 1AS | 63,500 |
| 78 St Anns Road | Harrow | | | HA1 1JX | 64,000 |
| 300-302 Station Road | Harrow | | | HA1 2DX | 64,000 |
| 354 Station Road | Harrow | | | HA1 2DE | 64,000 |
| Gnd-1st Flr, 323 Station Road | Harrow | | | HA1 2AA | 64,500 |
| 24 St Anns Road | Harrow | | | HA1 1LT | 64,500 |
| 314 Station Road | Harrow | | | HA1 2DX | 65,500 |
| 36 St Anns Road | Harrow | | | HA1 1LA | 65,500 |
| 32 St Anns Road | Harrow | | | HA1 1LA | 66,000 |
| Pt 4th Flr Rear, Hygeia House | 66-68 College Road | Harrow | | HA1 1BG | 69,000 |
| 3rd Flr Amba House | 15 College Road | Harrow | | HA1 1BA | 69,000 |
| Unit 1, 1-9 St Anns Road | Harrow | | | HA1 1AP | 69,000 |
| Ground Floor Left, 342-348 Station Road | Harrow | | | HA1 2DR | 70,000 |
| 53 St Anns Road | Harrow | | | HA1 1JU | 70,000 |
| 286-292 Station Road | Harrow | | | HA1 2EA | 70,500 |
| 29 St George's | St Anns Road | Harrow | | HA1 1HS | 72,000 |
| 26 St George's | St Anns Road | Harrow | | HA1 1HS | 72,000 |
| 17 St George's | St Anns Road | Harrow | | HA1 1HS | 74,000 |
| 14 College Road | Harrow | | | HA1 1BQ | 74,000 |
| St Anns Centre | St Anns Road | Harrow | | HA1 1AS | 74,500 |
| 2nd Fl Rear, Hygeia House | 66-68 College Road | Harrow | | HA1 1BE | 74,500 |
| Car Park At Queens House | Kymerley Road | Harrow | | HA1 | 74,500 |
| 321 Station Road | Harrow | | | HA1 2AA | 75,500 |
| Suite B Pt 3rd Flr, Hygeia House | 66-68 College Road | Harrow | | HA1 1BG | 76,500 |
| 12 & 13 St George's | St Anns Road | Harrow | | HA1 1HS | 80,000 |
| 293-295 Station Road | Harrow | | | HA1 2TA | 80,000 |
| 3rd Floor, Kings House | Kymerley Road | Harrow | | HA1 1YR | 80,500 |
| The Junction | 9 Gayton Road | Harrow | | HA1 2JG | 83,000 |
| 315 Station Road | Harrow | | | HA1 2RN | 87,000 |
| 14 St Anns Centre | St Anns Road | Harrow | | HA1 1AS | 87,000 |
| 42-44 St Anns Road | Harrow | | | HA1 1LA | 87,500 |
| 11 St Anns Centre | St Anns Road | Harrow | | HA1 1AS | 87,500 |
| 12 St Anns Centre | St Anns Road | Harrow | | HA1 1AS | 88,000 |
| 46 St Anns Road | Harrow | | | HA1 1LA | 89,500 |
| 303-305 Station Road | Harrow | | | HA1 2TA | 91,500 |
| 8 St Anns Centre | St Anns Road | Harrow | | HA1 1AS | 93,000 |
| 355 Station Road | Harrow | | | HA1 2AN | 94,000 |
| 64-66 St Anns Road | Harrow | | | HA1 1JX | 94,500 |
| 304 Station Road | Harrow | | | HA1 2DX | 96,500 |
| Royal Oak | 86 St Anns Road | Harrow | | HA1 1JP | 97,000 |
| 68 St Anns Road | Harrow | | | HA1 1JX | 98,000 |
| Pt 3rd Flr South Hygeia House | 66-68 College Road | Harrow | | HA1 1 BG | 99,500 |

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TOWN CENTRE

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|-----------------------------------|----------------------|--------------|--------|---------|---------|
| 6 St Anns Centre | St Anns Road | Harrow | | HA1 1AS | 100,000 |
| The George | 269-271 Station Road | Harrow | | HA1 2TB | 100,000 |
| 7 St Anns Centre | St Anns Road | Harrow | | HA1 1AS | 101,000 |
| 1st Floor Front Hygeia House | 66-68 College Road | Harrow | | HA1 1BG | 102,000 |
| 53-61 College Road | Harrow | | | HA1 1FB | 102,000 |
| 5 St Anns Centre | St Anns Road | Harrow | | HA1 1AS | 103,000 |
| 1st Floor Rear Hygeia House | 66-68 College Road | Harrow | | HA1 1BG | 103,000 |
| 35-37 St Anns Road | Harrow | | | HA1 1JU | 105,000 |
| 60-62 St Anns Road | Harrow | | | HA1 1JX | 106,000 |
| 26-28 St Anns Road | Harrow | | | HA1 1LA | 107,000 |
| 38 St Anns Road | Harrow | | | HA1 1LA | 109,000 |
| 273 Station Road | Harrow | | | HA1 2TB | 110,000 |
| 23-25 St Anns Road | Harrow | | | HA1 1JU | 111,000 |
| 297-301 Station Road | Harrow | | | HA1 2TA | 114,000 |
| 57 St Anns Road | Harrow | | | HA1 1JU | 117,000 |
| 56-58 St Anns Road | Harrow | | | HA1 1AG | 118,000 |
| 373-375 Station Road | Harrow | | | HA1 2AW | 119,000 |
| 2nd Fl Front Hygeia House | 66-68 College Road | Harrow | | HA1 1BE | 128,000 |
| Store E, St Anns Centre | St Anns Road | Harrow | | HA1 1AS | 129,000 |
| Unit 2 5th Flr Left, Hygeia House | 66-68 College Road | Harrow | | HA1 1BE | 131,000 |
| 31 St George's | St Anns Road | Harrow | | HA1 1HS | 140,000 |
| Car Park (South) | Greenhill Way | Harrow | | HA1 1LE | 142,000 |
| 4th Fl Kings House | Kymerley Road | Harrow | | HA1 1YR | 143,000 |
| 2nd Flr, Kings House | Kymerley Road | Harrow | | HA1 1YR | 145,000 |
| Store 1643, 9 St Anns Centre | St Anns Road | Harrow | | HA1 1AS | 148,000 |
| 72-76 St Anns Road | Harrow | | | HA1 1JX | 152,000 |
| Gym At, Bradstowe House | Headstone Road | Harrow | | HA1 1EH | 154,000 |
| Pt 4th Flr Front, Hygeia House | 66-68 College Road | Harrow | | HA1 1BG | 157,000 |
| Garden House | 5 St Johns Road | Harrow | | HA1 2EE | 164,000 |
| Mezzanine Floor, Hygeia House | 66-68 College Road | Harrow | | HA1 1BG | 167,000 |
| 25 V2, St George's | St Anns Road | Harrow | | HA1 1HS | 169,000 |
| 3-4, St Anns Centre | St Anns Road | Harrow | | HA1 1AS | 172,000 |
| Unit C1, St Anns Centre | St Anns Road | Harrow | | HA1 1AS | 173,000 |
| 368 Station Road | Harrow | | | HA1 2DE | 187,000 |
| 16 St George's | St Anns Road | Harrow | | HA1 1HS | 199,000 |
| 50-54 St Anns Road | Harrow | | | HA1 1JX | 205,000 |
| Gnd & 1st Flrs Kings House | Kymerley Road | Harrow | | HA1 1YR | 214,000 |
| 35 St George's | St Anns Road | Harrow | | HA1 1HS | 216,000 |
| Store A, St Anns Centre | St Anns Road | Harrow | | HA1 1AS | 220,000 |
| 1 St Anns Centre | St Anns Road | Harrow | | HA1 1AS | 242,000 |
| Multi Storey Car Park | St George's | St Anns Road | Harrow | HA1 2SP | 250,000 |
| 15 St George's | St Anns Road | Harrow | | HA1 1HS | 250,000 |
| Greenhill Library | Perceval Square | College Road | Harrow | HA1 1AA | 260,000 |
| Car Park Adj St Anns Centre | St Anns Road | Harrow | | HA1 1AS | 295,000 |
| 5th-7th Flrs, Kings House | Kymerley Road | Harrow | | HA1 1YR | 350,000 |
| 31 St Anns Road | Harrow | | | HA1 1NB | 375,000 |
| Primark Unit D, St Anns Centre | St Anns Road | Harrow | | HA1 1AS | 382,500 |
| Sambhav House | Greenhill Way | Harrow | | HA1 1AF | 462,500 |
| Warner Bros Cinema | 27 St George's | St Anns Road | Harrow | HA1 1HS | 541,000 |