

**BASELINE AGREEMENT FOR THE PROVISION OF STANDARD SERVICES
RELATING TO THE WOOD GREEN BUSINESS IMPROVEMENT DISTRICT AREA**

Dated

Do not date

2018

**The Mayor and Burgesses of the London Borough of Haringey
(the "Council")**

And

**Future Wood Green Ltd
(the "BID Company")**

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Baseline Agreement for the Provision of Standard Services Relating to the Wood Green Business Improvement District

Dated

12 not date

2018

Between

- (1) The Mayor and Burgesses of the London Borough of Haringey whose principal office is at Civic Centre, High Road, Wood Green N22 8LE (the "Council")
- (2) Future Wood Green Ltd registered as a company limited by guarantee in England and Wales with company number 11269898 of C/O Mdp Accountancy Services LLP, 6a High Road, Wood Green, London, United Kingdom, N22 6BX (the "BID Company")

Recitals

- A The Council is a local authority for the purposes of the Local Government Act 2003 and is responsible for providing the Standard Services within the BID Area
- B The BID Company is responsible for the management and operation of the BID and for achieving the objectives and aspirations set out in the BID Business Plan
- C The purpose of this Agreement is to set out for the avoidance of doubt:
 - i) the Standard Services provided by the Council within the BID area;
 - ii) the benchmark levels against which the provision of the Standard Services will be measured so as to ensure that whenever the BID Company wishes to provide any additional/complementary services these services are not services which the Council should be providing pursuant to their existing statutory duties; and
 - iii) the mechanism for the continued monitoring and review of the Standard Services.

It is agreed:

1 Definitions

Ballot Result Date means the date upon which a successful ballot result has been declared in favour of putting in place the BID Arrangements.

BID means the Business Improvement District, within the meaning given in the BID Legislation, which is managed and operated by the BID Company within the BID Area

BID Area means that area within which the BID operates as shown in Schedule 1

BID Arrangements means those arrangements to be put in place for the operation of the BID pursuant to the BID Legislation

BID Business Plan means the plan voted for by the BID Levy Payers which sets out the objectives of the BID

BID Legislation means the LGA 2003 and the Regulations

BID Levy means the charge levied and collected within the BID pursuant to the BID Legislation

BID Levy Payers means the non-domestic rate payers liable for paying the BID Levy

BID 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 Voluntary 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'

BID Term means the period of 5 years from 1st July 2018 to 30th June 2023

Complementary Services means services within the BID Area provided by or on behalf of the BID Company which are complementary to the Standard Services by virtue of their similarity in nature. **Complementary Services Agreements** means an agreement entered into between the Council and the BID Company or any further agreement as may be entered into by the BID Company for the provision of Complementary Services

Complementary Service Provider means the provider of Complementary Services

Designated Officer means the Council officer appointed by the Services Review Panel to liaise directly with the BID on issues relating to the performance of that officer's department in respect

of the Standard and Complementary Services

Financial Year means the financial year for the BID Company which runs from 1st April to 31st March in the following year

the LGA 2003 means those parts of the Local Government Act 2003 applicable to BIDs, including in particular Part 4, as amended from time to time

Operating Agreement means the agreement entered into on [] between the Council and the BID Company which sets out various procedures for the collection, monitoring and enforcement of the BID Levy and for its transfer to the BID Company

Performance Notice means a notice served by the BID Company on the Council which:

- (a) identifies the Standard Service to which the notice relates;
- (b) states how the Standard Service is not being provided in accordance with this Agreement; and
- (c) requests that the Council liaise directly with the provider or contractor responsible for carrying out the Standard Service as soon as practicable for the purposes of securing compliance with this Agreement.

Protocols means the informal procedures to be agreed between the Council and the BID Company the purpose of which is to assist in the provision of the Standard Services

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

Services Review Panel means the panel set up pursuant to clause 8 of this Agreement

Standard Services means the services as set out in Schedule 2 provided by the Council within the BID Area, which may be amended by the Council from time to time and notified to the BID Company in writing.

Voluntary Contribution(s) means any contributions or funds paid or made available to the BID Company which do not form part of the BID Levy

Working Day means any day of the week other than a Saturday, a Sunday or a bank holiday

2 Statutory Authorities

- 2.1 This Agreement is made pursuant to section 2 of the Local Government Act 2000 and Part IV of the Local Government Act 2003 and Section 111 of the Local Government Act 1972 and all other enabling powers including in particular those set out in the Regulations.

3 Commencement

- 3.1 The terms of this Agreement shall take effect upon the date of this Agreement.
- 3.2 This Agreement shall determine and cease to be of any further effect in the event that:
- (a) the BID Term expires save where the BID Company secures approval of Renewal Proposals in a renewal ballot or Alteration Proposals in an alteration ballot or Proposals in a rebalot in which event this Agreement shall continue until the expiry of the BID Term set out in the Renewal Proposals, Alteration Proposals or the Proposals set out in the rebalot provided, in relation to Renewal Proposals and Alteration Proposals, the Council and the BID Company both consent to such continuation; and
 - (b) the Council terminates this Agreement pursuant to clause 10 of this Agreement;
 - (c) either the Council or the BID Company terminates this Agreement pursuant to clause 10A.1 of this Agreement.

4 The BID Company's Obligations

- 4.1 The BID Company agrees that it will provide the Council with any information the Council may reasonably require in relation to the carrying out of the Complementary Services.
- 4.2 In the event that the BID Company intends to significantly change the Complementary Services the BID Company shall serve notice on the Council for the purposes of arranging a meeting of the Services Review Panel and at such a meeting the BID Company shall consult with the Council in respect of the intended change to the Complementary Services.

5 The Council's Obligations

- 5.1 The Council agrees to the following:
- (a) to provide the Standard Services within the BID Area at its own cost for the duration of the BID Term; and

- (b) not to use the BID Levy at any time to either fund or procure the Standard Services.

5.2 In the event that the Council is unable to continue to provide all or any part of the Standard Services within the BID Area because it has become statutorily barred from doing so in respect of any of the Standard Services or because it does not have sufficient funds to secure the provision of any of the Standard Services it shall provide the following to the BID Company:

- (a) a description of the part or parts of the Standard Services it is unable to provide;
- (b) a detailed explanation of why such identified Standard Services are to be withdrawn;
and
- (c) the date upon which the Council will cease to operate the identified Standard Services.

5.3 The Council may provide services that vary from the Standard Services, delayed Standard Services or no Standard Services in the event that it is not reasonably practicable to provide the Standard Services by reason of the following:

- (a) adverse weather conditions in the BID Area;
- (b) an excessive number of pedestrians in the BID Area which would impede or inhibit the carrying out of the Standard Services;
- (c) restrictions by the Police as to the persons and/or number of persons permitted access in the BID Area;
- (d) a traffic accident or major spillage or other emergency occasion in the BID Area;
- (e) marches, parades, film and theatre premieres, festivals and visits by VIPs in or affecting the BID Area where such activities directly impede or inhibit the Standard Services from being provided;
- (f) any other reason in the BID Area or affecting the BID Area beyond the control of the Council
- (g) in circumstances beyond the reasonable control of either party provided for under clause 10A.1 of this Agreement

provided always that the Council shall, if possible, provide the BID Company with reasonable notice, if possible in advance, in the event that the Council intends to provide services that vary from the Standard Services, delayed Standard Services or no Standard Services as a result of any of the reasons mentioned in this clause and the Council shall, as far as possible,

endeavour to recommence providing the Standard Service as soon as reasonably practicable to the same standard as it was immediately before the change.

- 5.4 The Council agrees to use reasonable endeavours to liaise, and where practicable put in place partnering arrangements (of a formal or informal nature), with the Complementary Services Provider in relation to the Complementary Services or to services which are of a similar nature to the Standard Services and to liaise with the Complementary Services Provider (where appropriate) as part of the Services Review Panel activities.
- 5.5 The Council agrees to use reasonable endeavours to implement such reasonable recommendations for the carrying out or provision of the Standard Services as may be made by the Services Review Panel.
- 5.6 The Council agrees, in so far as it is reasonable to do so, that 3 months prior to conducting a review/reletting of a contract relating to the Standard Services it will notify the BID Company informing it of the timescales for carrying out the review/reletting and it will update Schedule 2 of this Agreement with new details within 4 weeks of these being agreed by the Services Review Panel.
- 5.7 The Council agrees, pursuant to clause 5.6 above to review the provision of the Standard Services as part of the Services Review Panel process and where appropriate and agreed with the BID Company to update Schedule 2 of this Agreement in accordance with the conclusions reached by the Panel.
- 5.8 In the event that the Council intends to change the Standard Services significantly and permanently the Council shall consult with the BID Company no less than 3 months prior to that change, if possible, and such notice shall include:
- (a) a description of the part or parts of the Standard Services the Council intends to change;
 - (b) a detailed explanation of why the Council intends to change such Standard Services;
 - (c) the date on which the Council intends to change the Standard Services.
- 5.9 The Council agrees to use reasonable endeavours not to remove or change any contractor(s) responsible for providing the Standard Services without first serving no less than 3 months' written notice (or such shorter period of notice as may reasonably be practicable) on the BID Company confirming:
- (a) the removal or alteration of such contractor;
 - (b) the Standard Services which such contractor is responsible for providing; and
 - (c) the details of the new contractor appointed to provide the Standard Services

unless it is unreasonable or impracticable to give such notice for example, without limitation, where the Council terminates a contract on short notice for material default or in the circumstances of the contractor's insolvency or where the appointment of a new contractor is not completed in enough time before the new contractor's contract starts for a full 3 months' notice to be given.

6 Performance Notice

Upon receipt of a Performance Notice from the BID Company the Designated Officer shall, provided the Council agrees with the contents of the Performance Notice, inform the contractor or provider of the Standard Services of the lapse, carry out a review of the performance and the carrying out of the Standard Services by the contractor or provider of the Standard Services and require the contractor or provider to use reasonable endeavours to secure the improvement of the Standard Services. The Designated Officer in each case shall consult with the BID Company on the action plan arising from such review to secure such improvements, if possible, and keep the BID Company informed of the Council's actions and progress in carrying out the action plan.

7 Licence

- 7.1 The Council hereby grants a licence to the BID Company, its agents or Complementary Service Provider to enter onto or upon any land within the Council's ownership and which forms part of the public realm or the highway where this is reasonably required for the purposes of the BID Company its agents or its Complementary Service Providers carrying out any function or service required or secured for (or any ancillary to) the operation of the BID provided that the Council shall be permitted to withdraw such licence in the event that in its reasonable opinion the BID Company, its agents or Complementary Service Providers act in such a manner which either contravenes health and safety requirements, damages Council property, prejudices the manner in which the Council can carry out its usual public services or where, in the Council's reasonable opinion, it is necessary to withdraw such licence in order to safeguard the health and safety of persons in or around the BID Area or part of the BID Area.

8 Monitoring and Review

- 8.1 The Council and the BID Company shall set up the Services Review Panel, consisting of a number of representatives from the Council and the BID Company to be agreed between them, within 28 (twenty-eight) days from the date of this Agreement, the purpose of which shall be to:
- (a) review and monitor the carrying out of the Standard Services

- (b) make any recommendations required pursuant to clause 5 to the Council and the BID Company
- (c) where appropriate, review and monitor the provision of the Complementary Services and make such recommendations to the BID Company as are appropriate;
- (d) review any Performance Notices served by the BID Company and steps which should be taken to secure the proper carrying out of the Standard Services and to make recommendations to the Council including recommendations for an improvement in performance in the carrying out of the Standard Services and recommendations for the carrying out of the Standard Services in a manner that facilitates the carrying out of Complementary Services, and to identify the need for any alteration to the Standard Services.

8.1A Where reasonable and practicable, the Council shall adopt any recommendations made by the Services Review Panel pursuant to clause 8.1, provided that none of the recommendations would prejudice or affect the rights discretions powers duties and obligations of the Council under any statute byelaws statutory instruments orders and regulations in the exercise of its functions as a local authority or would require the Council to commit a breach of any contract it has with a third party.

8.2 Within 28 (twenty-eight) days from the date of this Agreement the parties shall agree the dates when there will be meetings of the Services Review Panel and there shall be at least two such meetings in each Financial Year (throughout the duration of the BID Term) and on all other occasions further meetings of the Services Review Panel shall be arranged by the service of written notice by either party on the other, such notice to be provided no less than 28 (twenty-eight) days prior to the date of the proposed meeting (or less if otherwise agreed or in cases of emergency) and provided further that such meetings can be dispensed with altogether upon the written agreement of the parties.

8.3 The Services Review Panel will identify the need for any improvement or alteration to the Standard Services. The Council will in any case formally respond to recommendations from the Service Review Panel within 28 days of receipt, giving reasons for any decision not to implement recommendations in part or in full.

9 Joint Obligations

9.1 Both the Council and the BID Company agree:

- (a) for the purposes only of monitoring the Standard Services and the Complementary Services to review and take account of any representations or recommendations made to them by the Services Review Panel and take such action as may be appropriate;
- (b) to agree appropriate such Protocols as may be required in order to assist the carrying out or provision of the Standard Services (and thereafter to review them annually);
- (c) to operate the Standard Services in accordance with such agreed Protocols.

10 Termination

10.1 The Council may terminate this Agreement:

- (a) in the same circumstances in which it may terminate the BID Arrangements under Regulation 18 of the Regulations;
- (b) in the event that the BID Company commits a serious and irremediable breach of this Agreement; or
- (c) where permitted or required to do so under any statutory enactment or other legislative provision; or
- (d) the Council terminates the Operating Agreement.

10A Circumstances beyond the parties' control

10A.1 Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that party. The party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either party may terminate this Agreement by written notice to the other party.

11 Confidentiality

- 11.1** 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 any 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. This obligation shall survive the termination or lapse of the provision of the BID.

12 Notices

- 12.1** Any notice required to be given under or in connection to this Agreement shall be in writing, signed by or on behalf of the party giving it and shall be served by delivering it personally, or by sending it by pre-paid first-class post to the address provided for above or such substitute address in England as may from time to time have been notified by the relevant party.

- 12.2** A notice shall be deemed to have been received:

12.2.1 if delivered personally, at the time of delivery; and

12.2.2 in the case of pre-paid first-class post, 2 Working Days from the date of posting.

13 Miscellaneous

- 13.1** For the avoidance of doubt where any part of this Agreement is incompatible with the Regulations or any other regulations which the First Secretary of State may issue pursuant to Part IV of the Local Government Act 2003 then such part shall be struck out and the balance of this Agreement shall remain

- 13.2** The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Agreement

- 13.3** 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

- 13.4** Where reference is made to a Clause, Part, or Recital such reference (unless the context requires otherwise) is a reference to a clause, part, plan, or recital within or attached to this Agreement

- 13.5** References to the Council include any successors to its functions as local authority for the BID Area

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

14 Exercise of the Council's Powers

- 14.1 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 statute byelaws statutory instruments orders and regulations in the exercise of its functions as a local authority

15 Contracts (Rights of Third Parties)

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

16 Arbitration

- 16.1 The parties shall attempt, in good faith, to resolve any dispute arising out of or in connection with this Agreement promptly by negotiation which shall be conducted as follows:

16.1.1 the dispute shall be referred, by either party, first to the Council's Director of Housing, Regeneration and Planning and the BID Company's [details] for resolution; and

16.1.2 if the dispute cannot be resolved by agreement under clause 16.1.1 within 10 Working Days of the dispute having been referred the parties may either:

16.1.2.1 agree to refer the dispute to an independent person to be appointed by agreement between the parties and any charge made and expenses reasonably incurred by that independent person shall be paid by the parties in equal shares, unless the independent person determines that a greater share should be borne by one of the parties; or

16.1.2.2 agree to refer the matter to an adjudicator who shall determine which party should pay any charge made and expenses reasonably incurred by the arbitrator.

- 16.3 Without prejudice to their rights and remedies under this Agreement, the parties shall continue to perform their respective obligations under this Agreement notwithstanding any dispute or the implementation of the procedures set out in this clause 16.

17 Freedom of Information

17.1 The BID Company accepts that the Council is obliged to comply with the Freedom of Information Act 2000 ("the Act") and the Code of Practice on the Act, and will assist the Council to comply with these obligations. This includes helping the Council comply with its obligation to respond to a request for information within 20 days of receipt; and providing information to the Council where the Council requests.

17.2 The Council is entitled to disclose information unless it believes that the information is exempt under the Act. Exemption may apply where, for example, information is provided in confidence (including that would normally have to be treated as confidential under clause 11 of this Agreement); where the information is a trade secret; or where release is likely to prejudice commercial interests. The Council will decide, acting reasonably, whether information requested under the Act is to be disclosed or not. The Council will where reasonably practicable consult the BID Company and will consider any representations made by it. The Council shall not be liable for any loss or other detriment caused by the disclosure of any information in response to a request for information under the Act.

18 Jurisdiction

The Agreement shall be governed and construed in accordance with the law of England and Wales and the parties hereto submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute or conflict arising from this Agreement.

SIGNED

For and on behalf of

**THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HARINGEY**

Director Signature:.....

Print Name:.....

Head of Business Unit Signature:.....

Print Name:.....

SIGNED

For and on behalf of **FUTURE WOOD GREEN LTD**

Signature:.....

Name:.....

Title.....

THE BID AREA MAP



SCHEDULE 2

THE STANDARD SERVICES

This Schedule details the Standard Services.

When reference is made to reports by the public, it should be noted that most issues can be reported either on the London Borough of Haringey website or via the 'Our Haringey' mobile phone app.

1. STREET CLEANSING

The services outlined in this section 1 are carried out through a contractor; currently Veolia.

1.1 Street Cleaning

Street sweeping takes place within the BID Area 7 days per week, 365 days per year between the following hours:

- 06:00 – 13:30, and
- 14:00 – 00:30

The BID Area is classified as Zone 1 and so receives constant daily presence to achieve minimum B grade outcome of cleanliness as set out in the Code of Practice for Litter and Refuse (COPL&R):

Grade A: no litter



Grade B: some litter



Grade C: Significant litter



Grade D: heavy litter



The Council's contractor is contractually committed to achieving these standards, but has flexibility as to how to achieve them. It is not possible therefore to state the exact level of resource that is deployed at any particular time. Typically a small number of personnel are equipped with either barrows or mechanical support. Subsection 1.9 covers more on monitoring of performance.

Dog litter is cleared within 24 hours of being reported.

Deep cleaning of the pavements, such as jet washing or gum removal, happens on an ad-hoc basis as and when funding is available.

1.2 Litter Bins on Highways

Litter bins in the BID Area are emptied within one hour of being reported full. The bin will be emptied and loose waste around the bin will be picked up and removed.

Litter bins in the Bid Area are cleaned and the surrounding pavement washed down once every 6 months.

Damaged litter bins:

If repair is possible the bin will be repaired within 5 working days.

If replacement is required the bin will be replaced within 5 working days. A like for like replacement may be dependent on stock levels and lead time from the supplier and can take up to 6 weeks.

1.3 Hazardous Waste

Hazardous waste on public land will be removed or contained and controlled within 24 hours of being reported (or sooner dependant on the type of waste). Hazardous waste is waste with properties that make it dangerous or capable of having a harmful effect on human health or the environment

1.4 Graffiti removal

Graffiti will be removed from Council land, assets, or premises within the following target time-scales:

Hate-crime or offensive graffiti:	within 24 hours of report
All other Graffiti:	within 5 days of report

Graffiti found on private or business premises is the responsibility of the owner or occupier to remove.

1.5 Fly Tipping Removal

Morning and afternoon crews are deployed to collect reported fly tipping. Fly-tips will be removed within 24 hours of being reported, unless the Council's Enforcement Service directs that they be left longer to allow evidence to be investigated. Any evidence found in the waste that may link the waste to a person or a property will be passed to the Council's Enforcement Services for further investigation/assessment.

1.6 Trees

Trees within the BID Area are managed under the London Borough of Haringey's Tree Strategy, which outlines the Council's commitment to increasing the total number of trees under its ownership. The majority of street trees are maintained on a four-yearly cycle. Any safety work arising from the inspections or survey is carried out by the Council's in-house tree surgery team.

Instances of unforeseen tree failure (tree or branch fall) will be made safe within 2 hours if presenting a safety hazard or obstruction within the BID Area, or within one week if within a non-urgent category.

1.7 Ducketts Common

Location	Operation	Frequency
Ducketts Common	Litter Picking	Daily
	Bin Emptying	Daily
	Mow Grass	Fortnightly – Tractor/ ride-on / strimmer
	Hedge Pruning	Twice per year July / September
	Shrub Pruning	Twice per year summer and winter
	Meadow Areas	Twice per year summer/ autumn
	Weed Control	Twice a year
	Leaf Clearance	Autumn/winter
	Infrastructure Maintenance – Benches / Bins	Reactive maintenance-repaired/replaced or removed as situation & funding dictates
	Railing/Fences	Reactive maintenance – works carried out as required and funds allow
Junction of Wood Green High Road and Bounds Green Road	Mow Grass	Fortnightly- Ride-on / Strimmer

This table provides a breakdown of the current levels of maintenance across various sites within the Wood Green BID Area.

1.8 Bury Road MSCP

Bury Road car park decks and stairwells are swept daily. A deep clean is carried out monthly.

1.9 Performance monitoring

The Council has a monitoring function to ensure the Veolia contract operates to specified standards. In particular, with regard to minimum cleanliness an annual survey is carried out in three tranches across the Borough to an agreed national methodology. Veolia also undertakes its own monitoring and performance is discussed at monthly contract meetings.

2. HIGHWAYS

The services under this section 2 are delivered under a contract between the London Borough of Haringey and a contractor, currently Ringway Jacob.

2.1 Regularity of Highways Inspections in the BID Area

Roads are inspected on frequencies related to their classification.

Carriageway Safety Inspection Frequency		
Category		Frequency
3a)	Main Distributor	Monthly
3b)	Secondary Distributor	Monthly
4a)	Link Road	3 monthly
4b)	Local Access	Yearly
Haringey Footway Safety Inspection Frequency		
Category		Frequency
1	Primary Walking Route	Monthly
2	Secondary Walking Route	3 monthly
3	Link Footway	6 monthly
4	Local Access Footway	Yearly
Haringey Cycleway Safety Inspection Frequency		
Category		Frequency
A	Part of Carriageway	As Road

Ad hoc inspection of defects reported by members of the public are carried out within 24 hours.

2.2 Any areas that are subject to enhanced inspections: None

2.3 Intervention levels for the BID Area including any enhanced interventions; Haringey follows the Local Authority Association Code of Good Practice (see a summary of Haringey's policy on this in Annex 1) to identify the priority of any defect. Highway Inspectors will then risk assess the defect and assign a priority category ranging from emergency to low.

2.4 Repair timescales:

As outlined in Annex 1, defects are made safe within the following timescales:

Defect	Time to make safe
Emergency	2 hours
High priority	7 days

Medium	28 days
Low	No timescale

For the purposes of highway maintenance, 'emergency' situations include:

- Road Traffic Collisions
- Diesel/oil spillage
- Highway subsidence
- Significant damage to highway
- Traffic lights not working
- Temporary Traffic lights not working
- Drains overflowing/Highway Flooding
- Burst Water Main
- Blocked public sewers (blocked drains to a council property are the responsibility of Homes for Haringey)
- Manhole or drain cover missing/damaged
- Gully gratings – missing/damaged
- Pot holes – deep/dangerous only
- Dangerous Footway defects

2.5 Public Realm Standards and Remedial Works

Highways in the London Borough of Haringey are maintained to the standards required by national legislation such as the Highways Act 1980 and the New Roads and Streets Act 1991.

To ensure the Council's statutory obligations are met, the Council delivers a programme of regular inspections to identify areas where maintenance is required.

Highways Inspectors are responsible for assessing when defects meet the councils intervention levels

With regards to the standards companies working on the highway are required to meet and signing off remedial works, the Council through its Network Management Team operate a London Permit Scheme (LoPS) for utilities companies and others to work on the Highway assuming they meet certain criteria. They are required to reinstate the highway or footways they work on to a condition which meets the requirements of the relevant Acts of Parliament (New Roads and Street Works Act 1991) laid out in the Code of Practice: Specification for the Reinstatement of Openings in Highways. If temporary repairs are made, the company which carried out the works are expected to make good within an agreed timescale. These works are checked by the Network Management Team and a notice may be issued if the works undertaken do not meet the relevant standards. In the case of utility works, companies may be issued with such a notice for a minimum 2 year period. In the case of highway repairs carried out by the Council's contractor, the Council and its contractor remain responsible for any remedial works required.

2.6 Lighting maintenance regime for the BID Area including emergency and non-emergency definitions and timescales;

The Council's maintenance contractor carries out a night inspection every two weeks and repairs the faults as reported.

Defects identified either by contractor scouting, the Engineer (during monitoring), the public or other sources shall be repaired to the following timescales:

- Lighting Unit Priority 1 Fault Repair (3 working days for completion of work unless indicated otherwise)
 - a) Repair of faulty lighting units (including footpaths and other remote locations)
 - b) Repair of faulty subway lighting units
 - c) Repair of faulty illuminated traffic signs
 - d) Detect and report underground cable faults
 - e) Send any DNO and other cable faults to the Engineer via Confirm. The clock will stop at this point so long as the agreed details are provided.
 - f) Removal of unauthorised signs and attachments
 - g) Realignment of lit sign face or bollard (24 hours for completion)
 - h) securing doors on lighting units (24 hours for completion)
 - i) Reactive cleaning of lighting units where serviceability affected
 - j) Reactive pruning or trimming trees and other vegetation affecting serviceability of lighting units
- Emergency Attendance associated with contractor's failure to maintain or associated with any works or maintenance undertaken by the contractor (2 hours for completion)
- If the fault is a Distribution Network Operator (DNO) fault, it is referred to UKPN:

<u>DNO Fault</u>	<u>UKPN Response time</u>
Single fault	28 days
Section faults (more than 3)	10 days
Emergency	2 hours
Non-routine maintenance	28 days

2.7 Gritting regime

During snow and ice conditions, a priority system for gritting is in place to make sure that the key routes in the borough are kept open. Higher priority roads will be treated first and once the conditions on these routes are satisfactory, lower priority roads will be gritted (if there is capacity to do so). This methodology is applicable within the BID Area.

The Council's gritting activities are organised into two teams, one of which works on the carriageways (the section of the road used by vehicles), and the other on the pavements (for pedestrians).

Categorisation of carriageway and pavement priorities can be found on London Borough of Haringey's online mapping service: <http://maps.haringey.gov.uk>

2.7.1 Carriageway gritting:

The level of service for each carriageway category is as follows:

Carriageway category	Pre-treatment	Post-treatment
Priority 1	Within a few hours of the beginning of forecast snow	Ongoing treatment as required to keep them open and safe to use
Priority 1A (schools)	Same as Priority 1, if and when Priority 1 roads have been	Ongoing treatment as required to keep them open, provided Priority 1

	satisfactorily completed	roads are fully operational
Priority 2	No pre-treatment	Provided Priority 1 and 1A have been successfully kept open
Priority 3	No pre-treatment	May receive treatment during ongoing snow conditions, to support the provision of refuse and recycling collections, or if there is capacity to undertake gritting once higher priority carriageways have been satisfactorily treated

In the event of an ongoing and widespread snow weather event, as was experienced throughout the UK in early 2010, the supplies of grit salt may not meet the demand. This would mean that the Council may not have sufficient stocks to be able to satisfactorily treat the Carriageway Priority 1 routes.

The Carriageway Resilience Network comprises the roads that have been agreed with Transport for London as essential to keep London moving. In the rare event of a grit shortage, only these streets will receive ongoing treatment.

2.7.2 Pavement Gritting:

The level of service for each pavement category is as follows:

Pavement category	Pre-treatment	Post-treatment
Priority 1	Within a few hours of the beginning of forecast snow	Ongoing treatment as required to keep them as safe to use as possible
Priority 1B	Same as Priority 1, if and when Priority 1 roads have been satisfactorily completed	Ongoing treatment as required to keep them as safe to use as possible, provided Priority 1 roads are fully operational
Priority 2 (schools)	Same as Priority 1B, if and when Priority 1 and 1B roads have been satisfactorily completed	Ongoing treatment as required to keep them as safe to use as possible, provided Priority 1 and 1B roads are fully operational
Priority 3	No pre-treatment	May receive treatment during ongoing snow conditions, to support the provision of refuse and recycling collections
Priority 4	No pre-treatment	Unlikely any treatment will be carried out

2.8 Damaged Street Furniture

Street furniture includes, but is not limited to, street lights, road signs, street name plates, barriers and railings, benches, concrete or wooden bollards, manhole covers.

Reported problems will be inspected within 10 working days, or within 24 hours when identified as urgent or emergencies. Defects are addressed within the following timescales:

Defect	Time to make safe
Emergency	2 hours
High priority	7 days
Medium	28 days
Low	No timescale

2.9 Parking Enforcement

Haringey's parking and traffic enforcement service plays an important role in improving the quality of life in the borough by creating safer, smarter streets and maintaining the flow of traffic. Haringey uses Civil Enforcement Officers and CCTV cameras to enforce parking and moving traffic contraventions. The Wood Green BID Area is covered by the Wood Green CPZ which consists of an Inner Zone, operational Monday to Sunday: 8am to 10pm and an Outer Zone, operational Monday to Saturday: 8am to 6.30pm.

A map of the controlled parking zone is attached (see Annex 2).

2.10 CCTV cameras in the BID Area.

There are 12 Council cameras in the Wood Green BID Area (8 on the High Road and 4 on headers).

The Council maintains a control room that monitors CCTV 24 hours per day

2.11 Maintenance of CCTV cameras and including faults.

CCTV cameras are monitored weekly for repair and fixed within 4 hours.

3. EVENTS AND MARKETING

The Council has a small events team which has expertise in commissioning events, including the annual Wireless Festival. Projects commissioned through the team are as a minimum self-financing including covering management overheads.

Within the BID Area the Council's parks events team facilitates the hire of Ducketts Common for commercial activity such as circuses, funfairs, music events and markets. The team are also able to provide advice and funding to individuals, community groups and organisations wishing to put on community events in parks.

The team has an income target of £545K per year which is ring-fenced to pay for the Parks Service. Any additional income achieved is used to make improvements to the parks in which the income has been generated.

3.1 Markets

The Council's Licensing team oversees the licensing and conditions for market stalls in the BID Area. Space is limited and traders are set in their pitches throughout the year rather than on a seasonal basis. Licensing conditions cover the requirements for traders which include time and to an extent quality. There are currently no plans for speciality markets.

3.2 Christmas

The Council has historically funded Christmas lights in the BID Area but this has been committed to on a year-by-year basis depending on what budget is available. There are plans for the Council to spend £5,800 on standard motif lighting on the High Road for Christmas 2017.

3.3 Town Centre Events

It would be the Council's intention to work alongside the BID to develop events, markets and the Christmas offer in the town centre further.

4. REGENERATION

Wood Green is Haringey's biggest town centre and the subject of a major regeneration programme. The Council has developed a strong vision and a comprehensive programme to regenerate the area.

The Council has set up a dedicated team of regeneration officers comprised of seven officers to drive the vision for regenerating Wood Green forward. The Council has developed an Area Action Plan for Wood Green and it is expected to be adopted in 2018.

The Council's stated vision for regenerating Wood Green is to turn the area into north London's most prosperous and liveable town centre. The objectives for Wood green are:

1. **Creating a productive and innovative economy:** Redeveloping underused sites to create a range of new workspaces and offices to accommodate growth for local and London-based businesses, creating 4,000 new jobs.
2. **Creating a town centre fit for a modern economy:** Enhancing street activity, revitalising and refreshing the town centre, creating additional places to shop, meet, and relax, improving opportunities to do business by creating space for markets, independent traders, and larger national retailers.
3. **Creating a liveable and interactive urban environment:** Creating safe, welcoming public spaces where people will enjoy spending time.

4. **Revitalising the evening economy:** Bringing more restaurants, cafés and places to socialise, in both the day and the evening, making Wood Green one of the best places to shop, eat, drink, and share ideas in London.
5. **Creating new homes:** Building 7,000 + new homes that current and future residents can afford, with value from these being spent on an improved public realm and other town centre infrastructure.
6. **Serving the borough:** Making the most of Wood Green's accessible location, performing a subregional Capital role in supporting and complementing neighbouring town centres.
7. **Celebrating the area's diversity and heritage:** Build upon the area's existing mix of cultures and lifestyles, heritage, and cultural/community capital, making residents even prouder to live in Wood Green.

5. **ENFORCEMENT AND COMMUNITY SAFETY**

There are 3 Area Enforcement Managers across the London Borough of Haringey. The Wood Green BID Area falls into the North area. Within this area there is one dedicated officer per ward (one of whom would cover the BID Area) focussing on environmental crime and Anti-Social Behaviour (ASB) (including littering, fly-tipping, aggressive begging etc.).

5.1 **Enforcement**

The Council's Enforcement Service provides expert advice across the borough including working alongside the Police and other partners to tackle ASB, crime, safeguarding and hidden harm issues.

5.2 **Regulation**

The Council's Regulatory Services function is a small team carrying out all environmental health statutory duties across the borough to include the investigation and enforcement of food hygiene, health and safety and private sector housing offences; statutory nuisances including noise, dust and accumulations that are prejudicial to health; consumer protection advice; and licences, permits, consents and registrations for those activities that require them (including premises selling alcohol and taxis), in order to safeguard the welfare and safety of the general public, animals and environment. The Council's licensing objectives are to prevent crime and disorder, promote public safety, prevent public nuisance and protect children from harm.

5.3 **Radios**

The Council currently maintains infrastructure for two digital radio networks, both of which have a base unit in the Council's CCTV room.

A system utilising Oscom radios is used for Enforcement Officers.

A system utilising DCRS radios is used to connect businesses to the CCTV room. Businesses that want to be linked in to this system must pay for their own radio.

6. ROUGH SLEEPING

The Housing Demand service fulfils the Council's duties to provide advice and assistance to households who are homeless or threatened with homelessness and delivers an annual rough sleeping estimate or street count. The service also includes a team that assess the housing and support needs of single vulnerable people (including rough sleepers, people with mental health and substance use issues) and a Pathway Team who manage movement into, through and out of short term supported housing. A rough sleeping outreach service is also co-located within the service. Rough sleepers can be supported by Streetlink on 0300 500 0914 to access suitable accommodation or will be signposted. Any referrals will then be picked up by our Outreach Worker and if necessary a patrol will go out to help.

People vulnerable to and from Rough Sleeping can also receive support from other existing services including Substance Misuse Services, Homeless Healthcare Team, Community Mental Health teams, open-access Day Centre and street pastors.

New initiatives

The North London Housing Partnership (LBs of Haringey, Camden and Barnet) has recently secured £917,000 funding from the Department of Communities and Local Government Homelessness Prevention Programme, which is expected to deliver a reduction of homelessness and rough sleeping in Wood Green.

The North London Housing Partnership also secured a Rough Sleeping Programme grant of £390,000 to bolster an existing programme to provide more emergency accommodation for rough sleepers or people at imminent risk of sleeping on the streets.

Outside of those, Haringey has also been given a further Rough Sleeping Programme grant of £397,875 as part of its efforts to support residents who find themselves on the streets.

The funds will drive a programme delivered by charity Thames Reach to encourage voluntary sector and faith-based organisations to work with existing services to share information and co-ordinate resources to help rough sleepers in the borough.

They will also be used to fund a project led by homelessness charity St Mungo's to work with mental health, drug and alcohol services. It will also allow them to work with rough sleepers' families and friends to establish a community hosting service to ensure people have a safe place to stay while the Council work with them to resolve their situation.

The money will also finance the appointment of a dedicated rough sleeping strategy and monitoring co-ordinator to work with north London authorities and the Greater London Authority to tackle homelessness.

ANNEX 1

LONDON BOROUGH OF HARINGEY **(HIGHWAYS MAINTENANCE GROUP)**

POLICY FOR REACTIVE MAINTENANCE **(FOOTWAYS & CARRIAGEWAYS)**

The Council has a responsibility under the Highways Act 1980 to maintain its carriageways and footways in a **safe** condition. This does not mean that it is required to repair every defect which it is aware of, but that it **must** carry out regular inspections and must have in place a clear maintenance policy. The policy used by the Council is based on the Local Authorities Association (Highways Maintenance – A code of good practice) that is summarised below:

INSPECTIONS

Walked routine safety inspections are carried out to all footways and carriageways in the Borough at predetermined intervals of between 1 & 12 times per annum (dependent on the category of highway) as follows:

PRINCIPAL ROADS	ONCE A MONTH
CLASSIFIED ROADS	ONCE EVERY SIX MONTHS
UNCLASSIFIED ROADS	ONCE EVERY SIX MONTHS
SHOPPING AREAS	ONCE A MONTH
PUBLIC FOOTPATHS	ONCE EVERY SIX MONTHS

Ad-hoc inspections of defects reported by members of the public are undertaken within 24 hours.

DEFECTS MAINTENANCE

In order to ensure that budgets are contained within the allocations, it is necessary that Highway Inspectors objectively assess the severity, nature and location of defects to determine how urgently the repairs must be effected. Defects will only be repaired if they are regarded as hazardous or serious and in order that consistent standards are adopted throughout the Borough, clearly defined categories known as '**Intervention Levels**' are set.

PRIORITIES

When a 'Works Order' is issued for repairs, the priority allocated will again depend on the severity, nature and location of the defect as follows:

Priority	Severity of Defect
Emergency Works Order (within 24 hours)	Hazardous defects
Small Works Order (within 7 days)	Serious defects
28-Day Order	Within intervention Levels

INTERVENTION LEVELS

The following intervention levels apply at present.

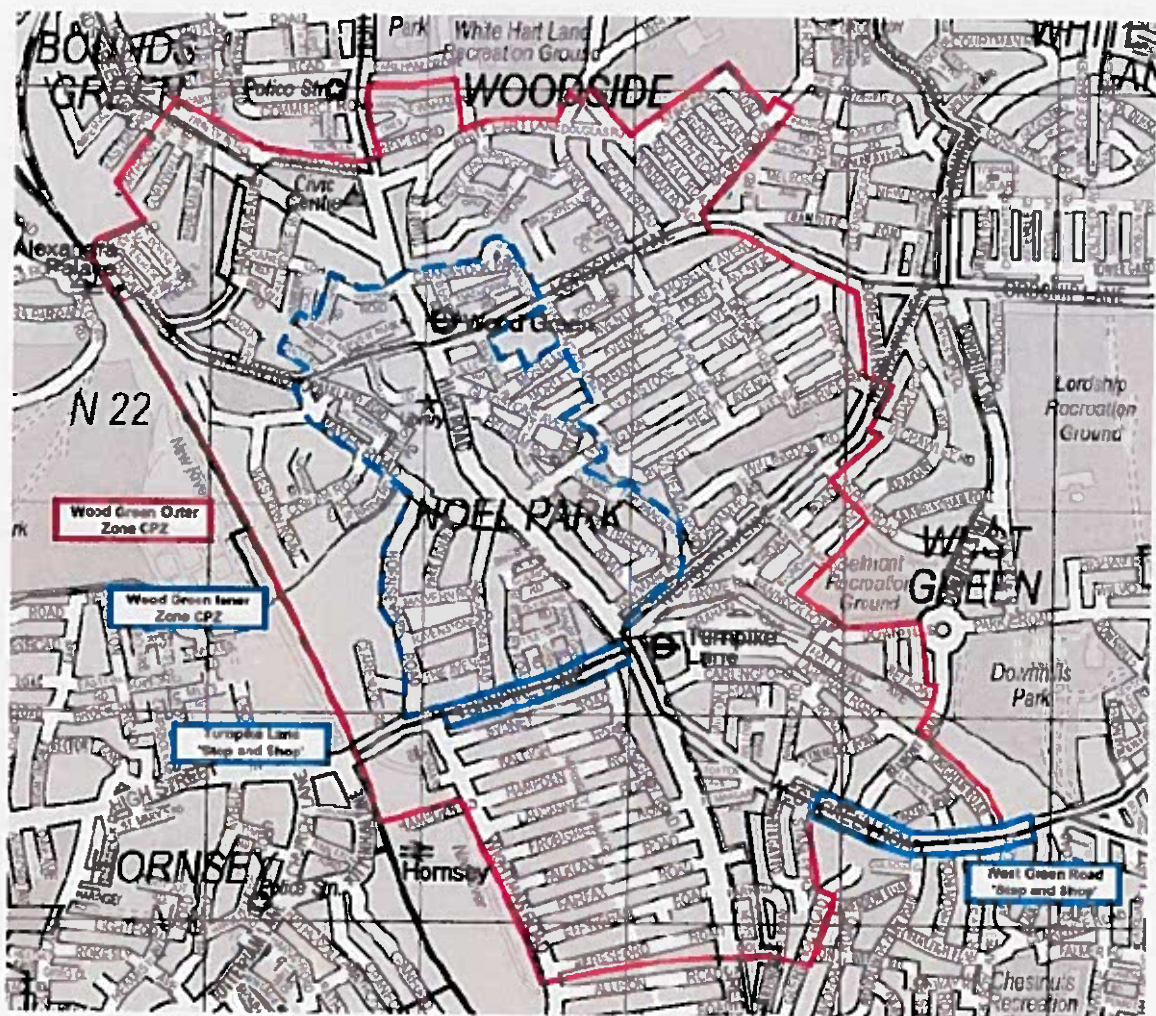
Footways

PRINCIPAL ROADS	25mm (Trips / rocking slabs)
CLASSIFIED ROADS	25mm (Trips / rocking slabs)
UNCLASSIFIED ROADS	25mm (Trips / rocking slabs)
SHOPPING AREAS	25mm (Trips / rocking slabs)
PUBLIC FOOTPATHS	25mm (Trips / rocking slabs)

Carriageways

PRINCIPAL ROADS	50mm (Potholes)
CLASSIFIED ROADS	50mm (Potholes)
UNCLASSIFIED ROADS	60mm (Potholes)
SHOPPING AREAS	50mm (Potholes)
AREAS WHERE DEFECTS MAY BE PARTICULARLY HAZARDOUS TO PEDESTRIANS / CYCLISTS (SUCH AS PEDESTRIAN CROSSINGS, ROAD JUNCTIONS AND IN OR ADJACENT TO KERBS AND CHANNELS)	25mm (Potholes)

ANNEX 2 - CPZ





Schedule 3 – Administrative Expenses

Schedule of expenses for 1st July 2018 to 31st March 2019, excluding VAT

Section A - Recurring Annual Expenses		
Annual levy collection costs including administration, postage and packaging etc.	To be charged at actual cost up to a maximum of £20,223.56	
Annual BID Module Software Maintenance Costs	£2,000	
Section B - One-off first year expenses		
Additional one-off Establishment Costs in first year (cost of purchasing and setting up billing software)	BID Module	Year one set-up
	£8,000	£7,175

After the first year set out above, the recurring annual expenses identified in Section A of the table above will be reviewed and adjusted by the Council annually in line with Clause 6 and any other relevant provisions of this Operating Agreement.

