

**OPERATING AGREEMENT RELATING TO THE WOOD GREEN
BUSINESS IMPROVEMENT DISTRICT**

Dated

12th Nov 2018

2018

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

Future Wood Green Ltd
(the BID Company)

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Operating Agreement Relating to the Wood Green Business Improvement District

Dated

Do 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 company number 11269898, of C/O Mdp Accountancy Services Ltd, 6a High Road, Wood Green, London, United Kingdom, N22 6BX (the "BID Company")

Recitals

- A The Council is the billing authority for the purposes of the Local Government Act 2003 and is responsible for collecting the BID Levy and administering the BID Revenue Account which shall be used towards the operation of the BID within the area of the Council and the funding of the BID Arrangements
- B The BID Company is responsible for the operation of the BID and for using the BID Levy for the purposes of achieving the objectives and aspirations set out in the BID Arrangements
- C Both parties wish to confirm the arrangements by which the BID Levy shall be collected together with general arrangements as to the relationship to be established between the Council and the BID Company for the duration of the BID
- D The purpose of this Agreement is to:
 - establish the procedure for setting the BID Levy
 - confirm the basis upon which the Council or its agents will be responsible for collecting the BID Levy
 - set out the enforcement mechanisms available for collection of the BID Levy
 - set out the procedures for accounting for and transference of the BID Levy
 - provide for the monitoring and review of the collection of the BID Levy
 - confirm the manner in which the Council's expenses incurred in collecting the BID Levy shall be paid

IT IS AGREED:

1 Definitions

the Administrative Expenses means costs incurred by the Council and/or its agents in the administration, collection and recovery of the BID Levy as set out in Schedule 3

the Annual Report means a report to be prepared by the Council or its agent which details the following:-

- (i) the total amount of BID Levy collected during the relevant Financial Year;
- (ii) details of the success rate for the collection of the BID Levy;
- (iii) the Council's proposals (if any) to help improve its efficiency in the collection and enforcement of the BID Levy; and
- (iv) details of those BID Levy Payers who have paid the BID Levy and those who have not paid the BID Levy;
- (v) the Council's proposals for bad or doubtful debts

the Appeal Notice means a notice to be served by the BID Company in accordance with clause 9.2

Bad or Doubtful Debts shall have the same meaning as further described in Part 2 of Schedule 3 of the Regulations

the Baseline Agreement means an agreement, substantially in the form of the draft Agreement annexed at pursuant to Clause 4.1(iii) Schedule 2, to be finalised and entered into by the parties

the BID means the Business Improvement District, within the meaning given in the BID Legislation, which is managed and operated by the BID Company and which operates within and is covered by those streets set out in Schedule 1

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

the BID Company's Report means a report for each Financial Year to be prepared by the BID Company which details the following:-

- (a) the total income from and expenditure of the BID Levy;
- (b) other income and expenditure of the BID Company not being the BID Levy;
- (c) a statement of actual and pending deficits; and
- (c) the various initiatives and schemes upon which the BID Levy has been expended by the BID Company

the BID Company's Termination Notice means a notice to be served by the BID Company on the Council pursuant to clause 11.8

the BID Legislation means the LGA 2003 and the Regulations

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

the BID Levy Payer(s) means the non-domestic rate payers who are liable for paying the BID Levy

the BID Levy Rules means the rules set out in the Schedule 1 which sets out how the BID Levy will be calculated, details of Exempt or Discounted Properties and other requirements related to the BID Levy (as may be amended by a successful alteration ballot)

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

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

the Council's Termination Notice means the notice to be served by the Council on the BID Company pursuant to Clause 11.1

the Contributors means the BID Levy Payers or other contributors making Voluntary Contributions to the BID Company.

Demand Notice shall have the same meaning ascribed to it as further set out in paragraph 3 of Schedule 4 of the Regulations

Hereditament shall have the same meaning as defined in the Regulations

Electronic Communication means a communication transmitted (whether from one person to another, from one device to another or from a person to a device or vice versa):

- (a) by means of a telecommunication system (within the meaning of the Telecommunications Act 1984); or
- (b) by other means but while in electronic form

Enforcement Notice means a notice to be served on the Council as specified in Clause 9.1

the Exceptions means the circumstances in which the Council shall not be required to seek to enforce payment of the BID Levy where a BID Levy Payer has failed to make payment pursuant to a Demand Notice. The exceptions shall be as agreed by the parties from time to time.

the Exempt or Discounted Properties means that class or those classes of properties as identified in the BID Levy Rules which shall be exempt from any requirement to pay the BID Levy or which are permitted a discount on the BID Levy

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

the First Priority Expenses means the administrative expenses incurred by the Council in respect of all reasonable costs arising out of compliance with its obligations under this Agreement and the Regulations during each year of the duration of this Agreement

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

Liability Order means an order obtained from the Magistrates Court

the Monitoring Group means the group to be set up to monitor the collection and enforcement of the BID Levy (as referred to in Clause 10), such group to consist of one Council officer from Haringey Council and one representative from the BID Company

the Operational Date means the date upon which the BID Arrangements come into force

the Public Meeting means the meeting to be held of all BID Levy Payers pursuant to the Public Meeting Notice

the Public Meeting Notice means a notice to be served pursuant to Clause 11.1 by either the Council or the BID Company which provides the following:-

- (a) confirmation that either party is considering terminating the BID;
- (b) details of the venue where the Public Meeting will be held;
- (c) confirmation that all BID Levy Payers who attend will be permitted to make representations

the Regulations means the Business Improvement Districts (England) Regulations [2004] and such amendments made by the Secretary of State pursuant to Section 48 of the Local Government Act 2003 from time to time

the Reminder Notice means the notice to be served pursuant to Clause 8.1

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 Part IV of the Local Government Act 2003, section 2 of the Local Government Act 2000 and Section 111 of the Local Government Act 1972 and all other enabling powers including those set out in the Regulations

3 Commencement

- 3.1 This Agreement shall be effective from 15th June 2018
- 3.2 If, at the end of the BID Term a renewal ballot is held and is successful then the terms of this Agreement shall be reviewed and agreed between the Council and the BID Company prior to the start of the new BID term.

4 Setting the BID Levy

- 4.1 By 29th June for a 1st July 2018 BID start date the Council shall:-
- (i) calculate the BID Levy due from each BID Levy Payer in accordance with the BID Levy Rules; and
 - (ii) confirm in writing to the BID Company the BID Levy payable for the first bill by each BID Levy Payer; and
 - (iii) enter into the Baseline Agreement with the BID Company

5 Interest on the BID Revenue Account

- 5.1 No interest will be paid by the Council to the BID Company on money in the BID Revenue Account and no interest will be paid by the BID Company to the Council on any overpayment made to the BID Company by the Council

6 Debits from the BID Revenue Account and Payments

- 6.1 On the **1st day of April** in 14th day of each Financial Year during the BID Term (or on the 14th day of July in the first year of the BID Term) and monthly thereafter for the remainder of the Financial Year (or where such day is not a Working Day the nearest Working Day thereto) the Council shall provide a statement to the BID Company of credits to the BID Revenue Account excluding any such credits included in a previous statement. The Council may, where it becomes aware that any credit or credits included in a statement issued in accordance with this clause 6.1 relates to one or more BID Levy payments that have not cleared, issue the BID Company with a revised statement or include the uncleared amount as a debit in a subsequent statement.
- 6.2 The BID Company shall within 14 Working Days of receipt of a statement provided under clause 6.1, send to the Council at the address notified for such purposes an invoice in an

amount equal to the amount of credits in the statement, taking into account as applicable any revisions issued by the Council in accordance with clause 6.1, adding where applicable VAT at the prevailing rate and showing such VAT on a separate line.

- 6.3 The Council shall invoice the BID Company separately, adding where applicable VAT at the prevailing rate and showing such VAT on a separate line, for the following amounts:-

6.3.1 in the first year of the BID Term, the full amount of the Administrative Expenses; or

6.3.2 in each subsequent year of the BID Term, the amount of the Administrative Expenses comprising recurrent annual expenses

and the invoice in respect of the Administrative Expenses shall be submitted to the BID Company at the mid-point of each year of the BID Term and shall include a justification of those expenses.

- 6.4 All valid, undisputed VAT invoices delivered in accordance with the preceding provisions of this clause 6 shall be paid by the receiving party within 28 days of receipt.

- 6.5 Provided delivery is previously agreed by the parties, any services delivered to the BID Company by the Council in addition to the Standard Services delivered under the Baseline Agreement shall be the subject of a separate VAT invoice which shall be paid by the BID Company within 28 days of the date of the invoice.

- 6.6 The Council shall notify the BID Company when it considers that any BID Levy Payer is due a refund of the BID Levy or any part identifying the BID Levy Payer, the reason for the refund and stating the amount of refund that it considers due and the BID Company shall refund any such amount promptly and in any case within any statutory timescales and the BID Company shall indemnify the Council against all actions, claims, demands, proceedings, damages, losses, charges, and expenses whatsoever arising from any failure by the BID Company to comply with this clause 6.6.

- 6.7 The Council shall, in each year of the BID Term subsequent to the first review the amount of the Administrative Expenses the Council recovers under clause 6.3 to reflect the actual cost to the Council in or in connection with:

6.7.1 the collection of the BID Levy;

6.7.2 any change in the Regulations which materially impact the Council's cost of compliance with such amended Regulations; and/or

6.7.3 the administration of the BID Revenue Account

and it shall submit to the BID Company the details of and reasoning for any proposed change no less than two months before the start of the Financial Year in which the change will apply.

- 6.8 If the BID Company objects to such change it shall inform the Council in writing within 28 days of its receipt of the Council's proposals and the parties shall meet and at such meeting the BID Company may raise such reasonable objections it has to the change for the Council's consideration and the parties shall use their reasonable endeavours to reach agreement on the amount of any change to the Administrative Expenses and where agreement is reached the changed amount agreed shall be the Administrative Expenses for the relevant Financial Year and where no agreement can be reached the matter shall be dealt with in accordance with clause 17 (Dispute Resolution).
- 6.9 If the BID Company does not object to a change in the Administrative Expenses proposed by the Council or does not do so within the timescales set out in clause 6.8 the amount proposed by the Council shall be the Administrative Expenses for the relevant Financial Year.

7 Collecting the BID Levy

- 7.1 The Council shall at the beginning of the BID Term, and at the beginning of each Financial Year thereafter, confirm in writing to the BID Company:-
- (i) the means by which BID Levy Payers shall be billed for the BID Levy; and
 - (ii) the date when the BID Levy shall be due and payable by the BID Levy Payers (such first date to be on or after the 1st July 2018 and before 9th July 2018, and such date in each subsequent Financial Year to be on or after the 1st April and before 8th April of that Financial Year)
- 7.2 Pursuant to clause 7.1(ii) the Council shall serve Demand Notices on each BID Levy Payer and thereafter shall continue to calculate the BID Levy and serve Demand Notices throughout the BID Term
- 7.3 The Council shall maintain a list which identifies payment and/or non-payment of the BID Levy and shall make such information available to the BID Company, at intervals of not less than once a month if so requested.
- 7.4 The Council shall liaise with the BID Company in carrying out monthly reviews of each Hereditament within the BID Area and in the event of any change in the occupier of each Hereditament or the merger or division of a Hereditament (or creation of an additional Hereditament) shall:
- (a) serve an updated list of BID Levy Payers upon the BID Company;

- (b) serve a Demand Notice (or alter any existing Demand Notice if appropriate) on the relevant BID Levy Payer

7.5 The Council shall use all reasonable endeavours to collect the BID Levy on the date specified (pursuant to clause 7.1(ii) above) and thereafter on an annual basis and in accordance with the procedure set out in Schedule 4 of the Regulations

7.6 The Council shall use all reasonable endeavours to collect the BID Levy which are consistent with its usual procedures for the collection of non-domestic rates

7.7 [Not used]

7.8 In the event of an overpayment by the Council to the BID Company, the BID Company will return the overpayment to the Council within 14 days of being notified.

8 Procedures available to the Council for enforcing payment of the BID Levy

8.1 In the event that the BID Levy is not paid by a BID Levy Payer in whole within 28 days from the the due date of each year then (subject to the Exceptions or as may otherwise be agreed between the parties) the Council shall serve a Reminder Notice on such defaulting BID Levy Payer which shall:-

- (i) identify the sum payable;
- (ii) provide a further 14 (fourteen) days for payment to be made;
- (iii) confirm that, after the further period allowed for payment under clause 8.1(ii), the Council will make an application to the Magistrates' Court for a Liability Order to recover the sum still remaining unpaid (together with costs)

- 8.2 In the event that the BID Levy is not paid in whole within fourteen days of the service of the Reminder Notice in accordance with clause 8.1 then the Council shall immediately inform the BID Company of such further failure to pay (subject to the Exceptions). The Council will consider any comments made by the BID Company before deciding whether to make an application to the Magistrates' Court for a Liability Order. The Council may then make an application to the Magistrates' Court for a Liability Order to recover the outstanding sum of the BID Levy as permitted by the Regulations and the Non-Domestic Rating (Collection & Enforcement)(Local Lists) Regulations 1989 (as amended). The Council will bear the cost of any application for a summons and will recover these costs from the revenue recovered through any such court actions.

9 Enforcement Mechanisms for non-collection of the BID Levy by the Council

- 9.1 In the event that the Council is not enforcing payment of the BID Levy pursuant to Clause 8 above the BID Company may serve an Enforcement Notice on the Council requesting that:-

- (i) it issues a Reminder Notice; or
- (ii) makes an application for a Liability Order

unless enforcement action at each stage cannot reasonably be progressed due to one of the following:

- ratepayer absconded
- insolvency proceedings
- debt is too low to make application for a Liability Order (under £100)
- liability disputed
- unable to establish liability
- future payment arrangement in place
- client / BID team instruction
- property pending VOA re-assessment
- legal challenge pending against the actual BID
- Magistrate refuses to issue a Liability Order for any reason

or the Council and the BID Company reasonably consider that enforcement action would otherwise be undesirable.

9.2 If after being served an Enforcement Notice the Council fails to take the requested action within 28 days then the BID Company shall serve an Appeal Notice to the Chief Executive of the Council. Such notice shall:-

- (i) detail the sum which remains 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 a meeting take place between the Chief Executive and 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

9.3 In the event that the Council fails to take any of the steps requested by the BID Company pursuant to clauses 9.1 and 9.2 (above) the Council shall (within 28 days of receipt of written notice from the BID Company which specifies the amount of BID Levy outstanding) pay the specified sum into the BID Revenue Account and provide written confirmation to the BID Company that this has been done. Where the Council has taken the steps listed in clauses 9.1 and 9.2 or the Exceptions apply, and the debt remains unpaid or is subsequently written off, the Council will not be required to pay any sum in respect of such debt into the BID Revenue Account.

10 Accounting Procedures and Monitoring

10.1 Within 1 (one) month from the Operational Date the Council and BID Company shall form the Monitoring Group

10.2 In addition to the information outlined in clause 7.4 of this Agreement, every month during the BID Term the Council shall provide the BID Company with a breakdown of:-

10.2.1.1.1 the amount of BID Levy for each individual BID Levy Payer;

10.2.1.1.2 the BID Levy collected in relation to each BID Levy Payer;

10.2.1.1.3 details (together with the outstanding unpaid sum) of those BID Levy Payers who have not paid the BID Levy;

10.2.1.1.4 details of the Reminder Notices issued throughout that period; and

10.2.1.1.5 details of any Liability Orders obtained or applied for by the Council

10.3 The Monitoring Group shall meet no less than once in each Financial Year and on all other occasions as may reasonably be required further meetings of the Monitoring Group shall be arranged by the service of written notice by either party on the other, such notice to be provided no less than 28 days prior to the date of the proposed meeting (or after such lesser period as may otherwise be agreed or in cases of emergency) provided that such meetings can be dispensed with altogether upon the written agreement of both the Council and the BID Company

10.4 At each meeting the Monitoring Group shall:

10.4.1.1.1 review the effectiveness of the collection and enforcement of the BID Levy; and

10.4.1.1.2 if required, review and assess the information provided by the Council pursuant to Clause 10.2 above and make any recommendations for implementation as may be agreed (and which are permitted by the Regulations and the terms of this Agreement)

10.5 Within 1 month after the end of the Financial Year the Council shall provide the Annual Report to the BID Company

10.6 The BID Company shall provide the BID Company Report to the Council two weeks prior to their Annual General Meeting

10.7 In the event that subsequent BIDs are established within the London Borough of Haringey during the first BID Term, the Council will reimburse the BID Company for a portion of the one-off set-up costs identified in Section B of Schedule 3 in line with the formula set out in clause 10.8

10.8 For the purposes of clause 10.7 of this agreement, the formula is:

10.8 (i) For the first BID to be set up in London Borough of Haringey subsequent to Future Wood Green, the amount to be reimbursed to the BID Company by the Council is:

The Costs Identified in Section B of Schedule 3 x 0.33

10.8 (ii) For the second BID to be set up in London Borough of Haringey subsequent to Future Wood Green, the amount to be reimbursed to the BID Company by the Council is:

The Costs Identified in Section B of Schedule 3 x 0.33

11 Termination

11.1 The Council shall not be permitted to terminate the BID Arrangements because:

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

unless and until it first serves the Public Meeting Notice on the BID Levy Payers and the Council's Termination Notice on the BID Company and within 14 (fourteen) days from the date of service of such notice both parties shall arrange to meet where the purpose of such meeting shall be to discuss and/or agree all or any of the matters set out in Clause 11.2 or 11.3 (whichever is applicable)

11.2 Where the BID Termination Notice relates to Clause 11.1(i) both parties shall agree and/or discuss or review the following:

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

11.3 Where the BID Termination Notice relates to clause 11.1(ii) both parties shall agree and/or discuss or review the following:

11.3.1 the services or works which the Council is no longer able to provide together with confirmation and details as to why such works or services cannot be provided;

11.3.2 a review by both parties as to whether such works or services are of material importance to the BID so that termination of the BID Arrangements is the only option;

11.3.3 alternative means of procuring the said services or works by third parties or increased financial funding from the BID Company;

11.3.4 alternative replacement services or works which will be acceptable to the BID Company;

11.3.5 an appropriate time frame to resolve this issue

- 11.4 In the event that the parties cannot reach agreement in relation to the matters set out in clauses 11.2 or 11.3 above the Council shall cause a Public Meeting to be held and subject to consideration of representations made by any BID Levy Payer at the Public Meeting the Council shall be permitted to terminate the BID Arrangements provided that notice by the Council to terminate the BID shall be provided to the BID Company no less than 28 days prior to termination taking place
- 11.5 Upon termination of the BID Arrangements the Council shall review whether there is a credit in the BID Revenue Account and in the event that there are sufficient funds in the BID Revenue Account amounting to a refund of at least £5 for each BID Levy Payer (having already deducted a reasonable sum for the administration of such refund) the Council shall:
- 11.5.1 calculate the amount to be refunded to each BID Levy Payer;
 - 11.5.2 ensure that the amount to be refunded is calculated by reference to the amount payable by each BID Levy Payer for the last chargeable period; and
 - 11.5.3 make arrangements for the amount calculated to be credited against any outstanding liabilities of each BID Levy Payer or, where there are no such liabilities, refunded to the BID Levy Payer.
- 11.6 Upon termination of the BID the Council shall notify the BID Levy Payers of such termination together with confirmation as to whether any part of the BID Levy is to be repaid to BID Levy Payers, all in accordance with clause 18(6) of the Regulations.
- 11.7 The BID Company shall not be permitted to terminate the BID Arrangements where:
- 11.7.1.1 the works or services under the BID Arrangements are no longer required; or
 - 11.7.1.2 the BID Company is unable, due to any cause beyond its control, to provide works and services which are necessary for the BID to continue
- unless and until it has served the BID Company's Termination Notice on the Council and thereafter carried out a proper consultation with all relevant representatives of the BID Area as considered appropriate by the Council.
- 11.8 Upon termination of the BID Arrangements the BID Company shall notify the Council of such termination in accordance with clause 18(5) of the Regulations and the Council shall notify the BID Levy Payers together with confirmation as to whether any part of the BID Levy is to be repaid to BID Levy payers, all in accordance with clause 18(6) of the Regulations.

12 Confidentiality

- 12.1 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 all information (written or oral) concerning the business affairs of the other nor any information which has been exchanged about the BID Levy Payers or contributors or about other third parties which it shall have obtained or received as a result of operating the BID. This obligation shall survive the termination or lapse of the BID Arrangements.

13 Notices

- 13.1 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.

- 13.2 A notice shall be deemed to have been received:

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

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

14 Miscellaneous

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

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

- 14.3 For the avoidance of doubt the provisions of this Agreement (other than those contained in this Clause) shall not have any effect until this document has been dated

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

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

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

15 Exercise of the Council's powers

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

16 Contracts (Rights Of Third Parties)

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

17 Dispute Resolution

- 17.1 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:
 - 17.1.1 the dispute shall be referred, by either party, first to the Council's Director of Housing, Regeneration and Planning and the BID Company's BID Manager for resolution; and
 - 17.1.2 if the dispute cannot be resolved by agreement under clause 17.1.1 within 10 Working Days of the dispute having been referred the parties may either:
 - 17.1.2.1 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
 - 17.1.2.2 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.
- 17.2 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 17.

18 Freedom of Information

18.1 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.

18.2 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 12 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

19 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 by the parties or their duly authorised representatives

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:.....

