

**THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER**

**AND**

**HEART OF LONDON BUSINESS ALLIANCE**

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**BASELINE AGREEMENT**

**FOR PROVISION OF:**

**CLEANSING, HIGHWAYS AND NEIGHBOURHOOD PROBLEM SOLVING AND  
COMMUNITY ENGAGEMENT SERVICES**

**(Leicester Square & Piccadilly BID 2025 – 30)**

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**THIS AGREEMENT** dated 23rd May

2025

**BETWEEN**

- 1 **THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER** of Westminster City Hall, 64 Victoria Street, London, SW1E 6QP, (the **Council**); and
- 2 **HEART OF LONDON BUSINESS ALLIANCE** (the "BRS-BID Company") registered as a company limited by guarantee in England with number 04293930 whose registered office is at 80-81 St Martins Lane London WC2N 4AA (the **BID Company**)

each a **Party** and together the **Parties**.

**RECITALS**

- A The Council is a local authority for the purposes of the Local Government Act 2003 and is 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 Proposals.
- C The purpose of this Agreement is to set out for the avoidance of doubt the Standard Services provided by the Council within the BID Area and 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 Complementary Services these services are not services which the Council should be providing pursuant to its existing statutory duties; and the mechanism for the continued monitoring and review of the Standard Services.

**IT IS AGREED**

**1 DEFINITIONS**

1.1 In this Agreement the following phrases have the following meanings:

**BID** has the meaning given in the Regulations.

**BID Area** means that area within which the BID operates as shown on the plan attached to this Agreement in Schedule 1.

**BID Arrangements** has the meaning given by section 41 of the Local Government Act 2003.

**BID Levy** means the charge levied and collected within the BID pursuant to the Regulations.

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

**Complementary Services** means those services secured or procured by the BID Company from the Council or other third party provider in addition to the Standard Services.

**Complementary Services Provider** means a provider of Complementary Services.

**Financial Year** means a financial year for the BID Company which runs from 1 April to 31 March.

**Operating Agreement** means the agreement made on 18<sup>th</sup> day of March 2025 between the Council and the BID Company which sets out various procedures for the collection, monitoring and enforcement of the BID Levy.

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

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

**Proposals** means the proposals 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 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'.

**Protocols** means the informal procedures to be agreed by the Council and the BID Company to assist in the provision of the Standard Services and the commitment to joint working.

**Regulations** means the Business Improvement Districts (England) Regulations 2004 and such amendments to the same which may be made from time to time.

**Standard Services** means the services provided by the Council within the BID Area as set out in Schedule 2 to this Agreement.

**Term** the period commencing on 00:01 on 1 April 2025 and ending on 23:59 on 31 March 2030.

## **2 IT IS AGREED**

- 2.1 Nothing in this Agreement is not intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as the agent of the other Party, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other Party.

## **3 COMMENCEMENT**

- 3.1 This Agreement shall take effect from the commencement of the Term and shall determine and cease to be of any further effect in the event that:
- 3.1.1 the BID Company fails to secure approval of the Proposals, Renewal Proposals or Alteration Proposals in a ballot, renewal ballot, alteration ballot or re-ballot;
  - 3.1.2 the Secretary of State declares void a ballot, renewal ballot, alteration ballot or re-ballot in respect of the BID;
  - 3.1.3 the Council exercises its veto and there is no successful appeal against the veto;
  - 3.1.4 the Term expires;
  - 3.1.5 the Council exercises its discretion to terminate the BID Arrangements in accordance with regulation 18 of the Regulations; or
  - 3.1.6 the Council terminates this Agreement pursuant to Clause 8 of this Agreement.

#### **4 THE BID COMPANY'S OBLIGATIONS**

- 4.1 The BID Company shall 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 change the Complementary Services, the BID Company shall serve notice on the Council for the purposes of arranging a meeting 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:
  - 5.1.1 shall provide the Standard Services within the BID Area at its own cost for the duration of the Term,
  - 5.1.2 shall not use the BID Levy at any time to either fund or procure the Standard Services;
  - 5.1.3 may provide different 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 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; or
    - (f) any other reason in the BID Area or affecting the BID Area beyond the control of the Council

provided always that the Council shall, if possible, provide the BID Company with reasonable notice in the event that the Council intends to provide different 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, if possible, endeavour to recommence the Standard Service as soon as reasonably practicable to the same standard as was in place immediately before the change.
- 5.2 In the event that the Council intends to change the Standard Services significantly and permanently the Council shall, if possible, consult with the BID Company no less than six weeks prior to that change and such notice shall include:
  - 5.2.1 a description of the part or parts of the Standard Services the Council intends to change;
  - 5.2.2 a detailed explanation of why the Council intends to change such Standard Services; and
  - 5.2.3 the date on which the Council intends to change the Standard Services.

- 5.3 Upon receipt of a Performance Notice from the BID Company the Council shall:
- 5.3.1 carry out a review of the Standard Services identified in such Performance Notice;
  - 5.3.2 consult with the BID Company on any action plan arising from such review to secure improvements in the provision of such Standard Services;
  - 5.3.3 use reasonable endeavours to secure the improvement of such Standard Services from their provider; and
  - 5.3.4 keep the BID Company informed of the Council's actions and progress in carrying out the action plan.

## **6 PRINCIPLES OF JOINT WORKING**

- 6.1 The Parties agree to:
- 6.1.1 work positively with each other as trusted partners;
  - 6.1.2 share information from third parties that may affect the BID Area;
  - 6.1.3 inform and consult each other, where appropriate, before proposing changes that affect the built environment in the BID Area;
  - 6.1.4 hold joint project meetings on jointly-funded projects;
  - 6.1.5 agree project timetables and critical delivery paths;
  - 6.1.6 develop bespoke engagement protocols on major projects;
  - 6.1.7 provide responses within agreed timetables to requests for information on the BID Area;
  - 6.1.8 treat information received from in an appropriate manner to the nature of the information, in particular respecting any confidentiality; and
  - 6.1.9 engage the businesses in the BID Area.

## **7 MONITORING AND REVIEW**

- 7.1 The Parties shall meet regularly to:
- 7.1.1 review and monitor the carrying out of the Standard Services;
  - 7.1.2 take account of any representations or recommendations made to them by the other Party and take such action as may be appropriate;
  - 7.1.3 where appropriate, review and monitor the carrying out of the Complementary Services and make such recommendations to the BID Company as are appropriate; and
  - 7.1.4 review any Performance Notices served by the BID Company and any steps which should be taken to secure the proper carrying out of the Standard Services.
- 7.2 Within one month from the commencement of the Term the Parties shall agree the dates when they will meet and there shall be at least two such meetings in each Financial Year.
- 7.3 The Parties may arrange further meetings by agreement between them, and the Parties shall endeavour to arrange such meetings no less than 28 days prior to the date of a proposed meeting (or less if otherwise agreed or in cases of emergency).

- 7.4 Any meeting between the Parties may be dispensed with altogether upon the written agreement of the Parties.

## **8 TERMINATION**

- 8.1 The Council may terminate this Agreement:
- 8.1.1 in the same circumstances in which it may terminate the BID Arrangements under regulation 18 of the Regulations;
  - 8.1.2 in the event that the BID Company commits a serious and irremediable breach of this Agreement; and
  - 8.1.3 in the event that the Council terminates the Operating Agreement in accordance with the terms therein.

## **9 PROTOCOLS**

- 9.1 The Parties agree to:
- 9.1.1 develop any appropriate Protocols that may be required in order to assist the carrying out or provision of the Standard Services (and thereafter to review them annually); and
  - 9.1.2 operate the Standard Services in accordance with such agreed Protocols.

## **10 CONFIDENTIALITY**

- 10.1 Save as set out at Clause 10.2, each Party agree to keep confidential and not to disclose to any person without the prior written consent of the other Party all information (written or oral) concerning the business affairs of the other and any information which has been exchanged about the BID Levy Payers or about other third parties and this obligation shall survive the termination or lapse of the provision of the BID Arrangements and this Agreement .
- 10.2 Each Party consents to the disclosure of the confidential information described at Clause 10.1 to the other Party's agents and professional advisers provided such disclosure is reasonably necessary for the operation of the BID and provided the disclosing Party obtains the agreement of such agents and/or professional advisers to keep confidential any information which is so disclosed.
- 10.3 In the event that the BID Company's agents or professional advisers disclose such confidential information, the BID Company shall:
- 10.3.1 be liable to the Council to the same extent as if the BID Company had itself disclosed such confidential information;
  - 10.3.2 provide the Council with the names and addresses of such agents or professional advisers together with details of the confidential information so disclosed within seven days of the disclosure of such information.

## **11 NOTICES**

- 11.1 Any notice given to a Party under or in connection with this Agreement shall be in writing marked for the attention of:

for the BID Company: Chief Executive Officer, Director or Company Secretary at BID Company's registered office; and for the Council: Company's registered office; and for the Council: Mark Wiltshire mwiltshire@westminster.gov.uk and

- 11.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service to its registered office (if a company) or its principal place of business (in any other case); or
  - 11.1.2 sent by email to the address specified above.
- 11.2 Any notice given shall be deemed to have been given at the time when in the ordinary course of business it would have been received.

## **12 MISCELLANEOUS**

- 12.1 For the avoidance of doubt where any part of this Agreement is incompatible with the Regulations or any other law then such part shall be struck out and the balance of this Agreement shall remain.
- 12.2 The headings appearing in this Agreement are for ease of reference only and shall not affect the construction of this deed.
- 12.3 Where reference is made to a Clause or Schedule such reference (unless the context requires otherwise) is a reference to a clause or schedule attached to this Agreement.
- 12.4 References to the Council include any successors to its functions as local authority.
- 12.5 References to statutes, bye laws, regulations, orders, delegated legislation shall include any such instrument re-enacting or made pursuant to the same power.

## **13 EXERCISE OF THE COUNCIL'S POWERS**

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

## **14 CONTRACTS (RIGHTS OF THIRD PARTIES)**

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

## **15 DISPUTES**

- 15.1 The following provisions shall apply in the event of a dispute:
  - 15.1.1 either party shall give to the other written notice of the dispute, setting out its nature and full particulars (a **Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, authorised representatives of each party shall attempt in good faith to resolve the dispute;
  - 15.1.2 if the parties' authorised representatives are for any reason unable to resolve the dispute within 30 days of service of the Dispute Notice then the matter shall be referred to arbitration before a single arbitrator;
  - 15.1.3 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; and

- 15.1.4 if the Parties are unable to agree within 28 days as to the appointment of such arbitrator then such arbitrator (the **Tribunal**) shall be appointed on the application of either Party to the President for the time being of the Law Society.
- 15.2 In the event of a reference to arbitration the Parties agree:
  - 15.2.1 to prosecute any such reference expeditiously;
  - 15.2.2 to do all things or take all steps reasonably necessary in order to enable the Tribunal to deliver any award (interim, final or otherwise) as soon as reasonably practicable;
  - 15.2.3 the award shall be in writing signed by the Tribunal; and
  - 15.2.4 the award shall be final and binding both on the Parties and on any persons claiming through or under them.

## **16 GOVERNING LAW AND JURISDICTION**

- 16.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales and, without affecting the escalation procedure set out in Clause 15, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

This Agreement has been entered into on the date stated at the beginning of it.

31/5976/2526

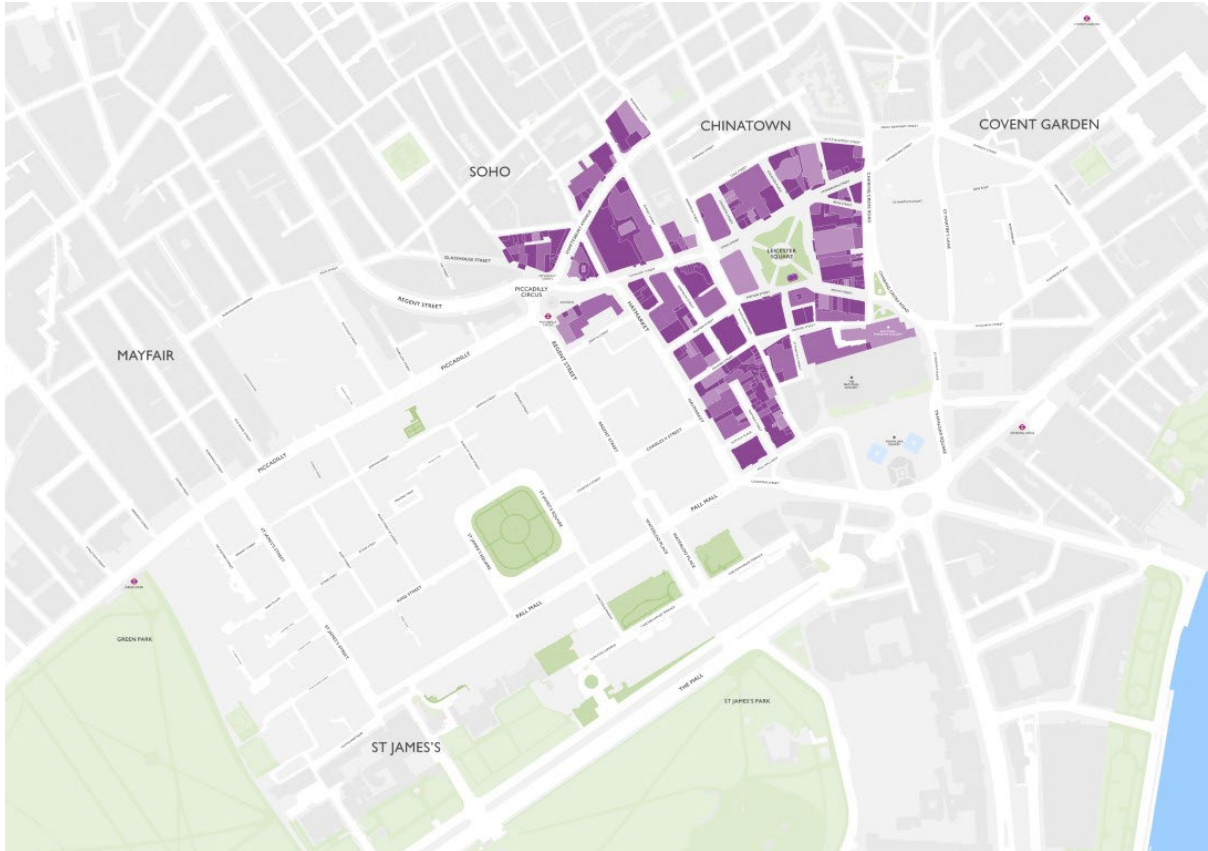
Signed by an authorised officer	)	
for and on behalf of	)	
<b>THE MAYOR AND CITIZENS OF THE</b>	)	<i>Kar Yee Chan</i>
<b>CITY OF WESTMINSTER</b>	)	.....
		Signature of authorised officer
		Principal Solicitor
		<b>Kar Yee Chan</b>
		.....
		Print name (ALL CAPITALS)

Signed for and on behalf of	)	
<b>HEART OF LONDON BUSINESS</b>	)	
<b>ALLIANCE</b>	)	<i>Adam Wiles</i>
		.....
		Signature of director
		<b>Adam Wiles</b>
		.....
		Print name (ALL CAPITALS)

## SCHEDULE 1 BID AREA

### Leicester Square and Piccadilly Circus BID

The BID Area is the area shown on the following plan:



List of streets in **Leicester Square & Piccadilly Circus BID**

Street	Inspection Frequency*	Street Category**
Bear Street	MONTHLY	A1
Clareville House	N/A	PRIVATE
Charing Cross Road (part street)	MONTHLY	SR
Coventry Street	MONTHLY	A1
Cranbourn Street (part street)	MONTHLY	A2
Denman Street (part street)	ANNUAL	A1
Excel Court	PRIVATE	PRIVATE
Glasshouse Street (part street)	MONTHLY	A1
Great Windmill Street (part street)	MONTHLY	A2
Haymarket (part street)	MONTHLY	SR
Huguenot House	PRIVATE	PRIVATE
Irving Street	MONTHLY	A1
Leicester Court	MONTHLY	A2
Leicester Place	MONTHLY	A2
Leicester Square	MONTHLY	A1
Leicester Street	MONTHLY	A1
Lisle Street (part street)	MONTHLY	A2
Little Newport Street (part street)	QUARTERLY	A2
Long's Court	MONTHLY	C
New Coventry Street	MONTHLY	A1
Orange Street	MONTHLY	A1
Oxendon Street	QUARTERLY	A2
Pall Mall East (part street)	MONTHLY	A1
Panton Street	MONTHLY	A1
Piccadilly (part street)	MONTHLY	SR
Piccadilly Circus	MONTHLY	SR
Piccadilly Circus Station	N/A	N/A
Regent Street (part street)	MONTHLY	A1
Rupert Court	QUARTERLY	A2
Rupert Street (part street)	QUARTERLY	A2
St Martin's Street	MONTHLY	A2
Shaftesbury Avenue (part street)	MONTHLY	SR
Shavers Place	MONTHLY	A1
Sherwood Street	ANNUAL	A1

Suffolk Place	MONTHLY	A1
Suffolk Street	MONTHLY	A1
Swiss Court	MONTHLY	A1
Swiss Centre	PRIVATE	PRIVATE
The Trocadero	PRIVATE	PRIVATE
Wardour Street (part street)	MONTHLY	A1
Whitcomb Street	MONTHLY	A1
Whitcomb Court	MONTHLY	E
Jermyn Street (part street)	MONTHLY	A1
Cranbourn Alley	ANNUAL	B
Hunt's Court	MONTHLY	B

## **SCHEDULE 2 - STANDARD SERVICES**

The Standard Services consist of:

Annex 1 Cleansing Services as set out in Section 1

Annex 2 Highways Services as set out in Section 2 and

Annex 3 Neighbourhood Problem Solving and Community Engagement Services as set out in Section 3.

Annex 4 Contact Us

## Section 1 – Cleansing Services

Please find below a live link to Westminster City Council's Collection and Cleaning Street Schedule:

<https://transact.westminster.gov.uk/env/streetsearch.aspx>

### **Litter Bins**

Litter bins are strategically located in positions where they can be most beneficial, but they are not present on every street. They should be visited a minimum of 6 times each day, or enough times to ensure that the litter bin does not overflow. All litter bins are washed on a schedule of at least once every 10 weeks.

### **Footway Flushing**

Washing footways with cold water, the flushing service is designed to clear detritus, remove superficial staining, light fouling and other anti-social deposits. It works to an aspirational schedule, as the service is mostly reactive, clearing up after RTAs and responding to reports made to the council.

### **Graffiti, Fly-posting and Stickers**

As purely reactive, the Graffiti, Fly-posting and Sticker Removal Service has 2 main levels: Offensive and Routine. Anything offensive is removed or obliterated within 24 hours of it being reported. Anything routine will be removed within 5 working days.

## Section 2 Highways Services

	Headings
	Non Confirm Issues

SR /A1 / A2 / B Major Streets  
 C / D / E Minor Streets

	Priority / P1
	Non Priority / P2
	Non Priority / P3
	Non Priority / P4
	Non Priority / P5

### Highways

Defect Priority	Response time	Action to be taken
1	2 hours	Make Safe or Repair
2	48 hours	Make safe or Repair
3	14 days	Repair
4	28 days	Repair
5	Programmed works	Repair (Planned works)

### Lighting

Defect Priority	Response time	Action to be taken
1	2 hours	Make Safe or Repair
2	48 hours	Make safe or Repair
3	14 days	Repair
4	28 days	Repair
5	Programmed works	Repair (Planned works)

### Definitions

\* **Inspection Frequency:** denotes the timescale of how much each street is inspected. We currently have monthly, quarterly, 6 monthly and annual inspections that are carried out for each street. The related frequency for each street has been carefully selected as appropriate based on historical volume of enquiries and defects both reported and raised, footfall, key notes of interest such as schools and care homes, functionality, location and type of street.

\*\* **Street Category:** denotes the type of street it falls under. This consists of the following:

### Carriageway Hierarchy

- SR – Borough Principal Road Network
- A1 – Prestige
- A2 – Special Streets
- B – Very High Traffic volume, Essential services, Major Traffic generators, Very high cyclist volume, resilient network, major bus route, high HGV usage
- C – High Traffic volume, medium traffic generators, high cyclist volume, resilient network, Minor bus route
- D – Medium traffic volume, minor traffic generators, medium cyclist volume, infrequent bus route, medium HGV usage,
- E – Low traffic volume, no traffic generator, low cyclist volume

### Footway Hierarchy

- A1 – Prestige
- A2 – Special Streets
- B – Very high pedestrian volume, Essential Services, Major Traffic generators, Major bus route
- C - High pedestrian volume, medium traffic generators, Vulnerable users, Shared use, Minor bus route
- D – Medium pedestrian volume, minor traffic generators, infrequent bus route
- E – Low pedestrian volume, no traffic generator

### Cycleway Hierarchy

- X – Cycle superhighway network
- Y – Quietways (unsegregated cycleways)
- Z – Docking station (designated cycle hire stations and cycle stands)

All inspections are carried out by foot with 'wall to wall' routine inspections of the street. This means that both the left and right footway, carriageway and any additional WCC maintained assets on the streets are inspected.

Streets are prioritised based on the street category (as detailed above). The street re-classification process is reviewed based on a number of variables, namely number of reported and issued defects, change in footfall, traffic flow, shopping district changes etc. If a street is deemed to have changed enough based on this details, then it will be either downgraded or upgraded as appropriate.

Category	Defect or Issue	Location	Extent	Detail / Information (Street Classification)	Priority Response
carriageway	carriageway	carriageway	carriageway	carriageway	carriageway
carriageway	pothole / spalling	Whole width	50mm+	SR / A1 / A2 / B	1
carriageway	pothole / spalling	Whole width	100mm +	SR / A1 / A2 / B	1
carriageway	pothole / spalling	whole width	20mm-49mm	C / D / E	4
carriageway	pothole / spalling	whole width	50mm-99mm	C / D / E	3
carriageway	pothole / spalling	whole width	100mm +	C / D / E	1
carriageway	rutting	whole width	20mm+	Any street	4
carriageway	crowning	whole width	50mm +	Any street	4
carriageway	depression	whole width	50mm +	Any Street	4
carriageway	pedestrian crossing	whole width	≥ 20mm	Any street	2
carriageway	missing / defective anti skid	whole width	yes	Any street	4
footway	pothole / "bubbled" mastic / uneven surface/concrete fillet (gap or missing)	whole width	50mm+	Any street	1
footway	pothole / "bubbled" mastic / uneven surface/concrete fillet (gap or missing)	whole width	20mm-49mm	SR/ A1 / A2 / B	2
footway	pothole / "bubbled" mastic / uneven surface/concrete fillet (gap or missing)	whole width	20mm-29mm	C	3
footway	pothole / "bubbled" mastic / uneven surface/concrete fillet (gap or missing)	whole width	30mm+	C	3
footway	pothole / "bubbled" mastic / uneven surface/concrete fillet (gap or missing)	whole width	20mm-29mm	D / E	4
footway	pothole / "bubbled" mastic / uneven surface/concrete fillet (gap or missing)	whole width	30mm+	D / E	4
footway	pothole / "bubbled" mastic / uneven surface/concrete fillet (gap or missing)	whole width	20mm-29mm	D / E	4
footway	tree root damage /sunken covers / coal plates etc / rocking slab or block	whole width	20mm+	SR/ A1 / A2 / B	2
footway	tree root damage /sunken covers / coal plates etc / rocking slab or block	whole width	20mm+	C	3
footway	tree root damage /sunken covers / coal plates etc / rocking slab or block	whole width	20mm+	D / E	4
footway	open joint excluding cobbled surfaces	whole width	20mm+	SR/ A1 / A2 / B	4
footway	open joint excluding cobbled surfaces	whole width	20mm-29mm	D / E	4
footway	open joint excluding cobbled surfaces	whole width	30mm+	D / E	4
footway	open joints on cobbled	whole width	>30mm wide x 50mm deep	Any street	3
footway	Basement flooding (water percolation)	whole width	yes	Any street	2
kerbs	dislodged/ misaligned (vertical displacement to be considered as footway)	whole width	50mm lateral	Any street	4
kerbs	dislodged/ misaligned (vertical displacement to be considered as footway)	whole width	75mm lateral	Any street	3
kerbs	missing	whole width	yes	SR/ A1 / A2 / B	2
kerbs	missing	whole width	yes	D / E	3
kerbs	loose/rocking	whole width	yes	SR/ A1 / A2 / B	3
kerbs	loose/rocking	whole width	yes	D / E	4
iron works	missing cover	whole width	yes	Any street	1
iron works	cracked/broken cover	whole width	yes	Any street	4
iron works	worn/polished cover	whole width	yes	SR/ A1 / A2 / B	4
iron works	leaking cover	gas leak	yes	Any street. Refer immediately to the gas company	N/A
iron works	leaking cover	other leak	yes	report to the appropriate utility company	N/A

Category	Defect or Issue	Location	Extent	Detail / Information (Street Classification)	Priority Response
iron works	Sunked/ raised cover	whole width	50mm+	Any Street	1
iron works	Sunked/ raised cover	footway	20mm+	Any Street	2
drainage	substantial standing water/flooding	whole width		Any street near a pedestrian crossing	1
drainage	substantial standing water/flooding	whole width		SR/ A1 / A2 / B	2
drainage	substantial standing water/flooding	whole width		C / D / E	3
drainage	blocked gully	whole width	yes	Any street	4
drainage	slow running gully	whole width		Any street	4
drainage	foul smelling gully	whole width	yes	Any street	4
drainage	broken gully grating	whole width	whole width	Any street	1
drainage	cracked gully grating	whole width	yes	Any street	4
drainage	missing gully grating	whole width	yes	refer to iron works	1
private forecourt	any hazardous defect	whole width	yes	report to owner	N/A
road markings	faded, worn or missing	Stop line	50% loss	Any street	3
road markings	faded, worn or missing	other markings	50% loss	Any street	4
non- illuminated signs	hazardous damaged / misaligned item	whole width	yes	SR/ A1 / A2 / B	2
non- illuminated signs	hazardous damaged / misaligned item	whole width	yes	C / D / E	3
non- illuminated signs	non-hazardous damaged / misaligned item	whole width	yes	Any street	4
non- illuminated signs	missing/ defective/	whole width	yes	Any street	4
non- illuminated signs	obscured/dirty/ faded information sign	whole width	yes	Any street	4
non- illuminated bollards	hazardous damaged / misaligned item	whole width	yes	Any street	1
non- illuminated bollards	non-hazardous damaged/misaligned item	whole width	yes	Any street	4
safety fences and barriers	hazardous damaged / misaligned item	whole width	yes	Any street	2
safety fences and barriers	non-hazardous damaged/ misaligned item	whole width	yes	Any street	4
highway general	defective/ damaged street name plate	whole width	yes	Any street	4
highway general	defective/damaged street furniture (graffiti and flyposting)	whole width	yes	report to Transportation Commissioning	N/A
highway general	oil/diesel spillage	whole width	yes	report to Waste & Parks	N/A
highway general	presence of ice	whole width	yes	report to Waste & Parks	N/A
highway general	detritus/debris	whole width	yes	report to Waste & Parks	N/A
highway general	fly tip	whole width	yes	report to Waste & Parks	N/A
highway general	defective scaffolding	whole width	yes	report to Building Control	N/A
highway general	defective hoarding	whole width	yes	report to Highway Licensing	N/A
highway general	defective skip	whole width	yes	report to Highways Licensing	N/A
highway general	defective reinstatement	whole width	yes	report to Road Management	N/A
highway general	defective open excavation / defective / damaged utility cabinet obstruction	whole width	yes	report to appropriate utility	N/A

Category	Defect or Issue	Location	Extent	Detail / Information (Street Classification)	Priority Response
Item	Defect	Location	Extent	Detail / Information (Street Classification)	Priority Response
Lighting	One light out	Any	NA	Any street	2
Lighting	Light flickering or flashing	Any	NA	Any street	2
Lighting	Light too bright	Any	NA	Any street	2
Lighting	Door missing	Any	NA	Any street	1
Lighting	Wires exposed	Any	NA	Any street	1
Lighting	Light too dim	Any	NA	Any street	2
Lighting	Light on constantly	Any	NA	Any street	2
Lighting	One of a pair of lamps out	Any	NA	Any street	2
Lighting	Door loose	Any	NA	Any street	2
Lighting	<i>Up Lighter damaged</i>	Any	NA	Any street	2
Lighting	Sign out	Any	NA	Any street	2
Lighting	Belisha Beacon out	Any	NA	Any street	2
Lighting	Wire hanging	Any	NA	Any street	1
Lighting	Lamppost giving electric shock	Any	NA	Any street	1
Lighting	Hole in lamp post	Any	NA	Any street	2
Lighting	Twisted Sign	Any	NA	Any street	2
Lighting	Ground pit damaged	Any	NA	Any street	1
Lighting	Lamp post knocked down	Any	NA	Any street	1
Lighting	Damaged Lantern	Any	NA	Any street	1
Lighting	Damaged/Missing Sign	Any	NA	Any street	2
Lighting	Lamp loose on its post	Any	NA	Any street	2
Lighting	Lamp post leaning slightly	Any	NA	Any street	2
Lighting	Lamp post leaning severely	Any	NA	Any street	1
Lighting	Damaged/Missing Bollard	Any	NA	Any street	2
Lighting	RTC attendance	Any	NA	Any street	1
Lighting	More than three consecutive lights out	Any	NA	Any street	1

Objective	Performance Requirement	Response to Defects		
		Category 1		Category 2
		Hazard Mitigation (if necessary)	Permanent Remedy	Permanent Repair
<b>Traffic Signs-Includes all Illuminated traffic signs, Illuminated Bollards, Belisha Becons</b>				
Signs are clearly visible at all times, clean and operational	Signs are clean, clearly visible and free from structural and electrical defects. Identification marks are provided, correctly located, visible, clean and legible.			
Sign information is complete and correct	Coefficient of retro reflectivity is greater than 144 cd/lx/m2 for Class 1 material and 40cd/lx/m2 for Class 2 material			
Signs are structurally and electrically sound	Obsolete and redundant signs are removed or replaced as appropriate Visibility distances meet the requirements as set out in TD25	2 hrs	2 Working days	10 Working days
Lighting equipment to signs is operational and has clear access	Sign information is of the correct size, location, type, and wording to meet its intended purpose and any statutory requirements Structures supporting large signs are inspected in accordance with BD63 All structures and elements of the signing system are kept clean and have clear access provided sign lighting is fully operational			
Power supply faults are rectified expeditiously	Private cable faults to be rectified	NA	10 Working Days	"10 Working days
	District Network Operator supply faults are reported to the DNO and the Provider liaises with the DNO and pursues their rectification as a matter of priority. DNO has agreed Guaranteed Standards of Performance (GSOP) in which they must repair each type of fault	Reported within 1day	Within GSOP	Within GSOP
<b>Public Lighting – includes all Public Lighting units whether mounted on columns, walls, as floodlighting</b>				
Appropriate uniform lighting is in place along the highway	or, which by virtue of incipient defects give rise to the likelihood of unacceptable lighting quality. Such as:			
	3 or more consecutive outages on lighting units up to and including 12m mounting height	24 hrs	2 working days	2working days
	1or more outages either side of a pedestrian crossing	NA		
	1or more outage opposite or immediately adjacent to a road junction	NA		
	Private supply failure to 3 or more consecutive lighting units	24 hrs		
DNO power supply faults are rectified expeditiously	District Network Operator supply faults are reported to the DNO and the Provider liaises with the DNO and pursues their rectification as a matter of priority. DNO has agreed Guaranteed Standards of Performance (GSOP) in which they must repair each type of fault	Reported to DNO within 2days	Within GSOP	Within GSOP
Continuous safety and integrity of the lighting system	Over the Public Lighting Network, 97% of lights are functioning correctly at all times.	NA	2 working days	2 working days
	Lanterns are clean	NA		
	Lighting units are free from accidental damage or vandalism	2 hrs		

Objective	Performance Requirement	Response to Defects		
		Category 1		Category 2
		Hazard Mitigation (if necessary)	Permanent Remedy	Permanent Repair
	Columns are vertical. Correctly founded, visually acceptable and structurally sound	2 hrs		

Explanatory notes

The tables in this section reflect the investigation criteria and response times operated by the City Council. These are dictated by the City Council's Risk Register which assesses the impact of any defect against the likelihood of danger arising from it. This allows the Council to prioritise the spending of available funds effectively.

Highways Services comprise highway maintenance services and highway lighting services.

Highway Maintenance Service

This includes maintenance falling within the following description:

- Reactive: responding to inspections, complaints or emergencies
- Routine: regular consistent schedule for patching, cleaning, landscape maintenance and other activities
- Programmed: planned schemes, primarily of resurfacing, reconditioning or reconstruction
- Regulatory: inspecting and regulating the activities of others

Reactive Maintenance

The requirement for reactive maintenance can arise in one of two ways:

1. A customer calls the Environment Action Line and reports a carriageway, footway or street furniture defect. Enquiries are logged and directed through the Highway Maintenance software (Confirm) to the Service Providers. Urgent enquiries are attended within 2 hours of the enquiry. Non urgent enquiries are inspected by the Road Management team and a job is raised with our Service Provider if required.
2. A Road Management Inspector finds a defect during a programmed inspection (every publicly-maintained highway is inspected annually, six monthly, quarterly or once a month depending on priority) and orders the work.

Calls to the Service Provider are prioritised by the Highway Helpline staff based on criteria provided by the city council's Highways and Public Realm service. The action taken depends on the criteria below:

**Category 1 defects** (response in or under 48 hours) - these are defects which are deemed to represent an immediate danger to the public or which could result in significant damage to property. Category 1 defects are sub-divided into:

- D Priority 1- 2 hours to make safe
- E Priority 2 - 48 hours to make safe or repair

**Category 2 defects** (response in excess of 48 hours) - these are defects which have a lower risk and are likely to worsen in the near future to a Category 1 defect.

Category 2 defects are sub-divided into:

- Priority 3 - 28 days to repair
- Priority 4 - Repair during the next available programme, or schedule more detailed inspection, or review condition at next inspection (subject to budget)

Routine Maintenance

Routine maintenance includes:

- drainage systems- cleansing and repair
- fences and barriers - repair
- traffic signs and bollards - cleansing and repair
- road markings and road studs - replacement
- non-illuminated street furniture- clean and paint
- benches - clean and varnish

The frequency of routine maintenance is dependent on funding but aims to achieve the standards set out in the table below.

Routine Maintenance Activities		Service Level
Road Markings (Highways) - Repaint / Refresh	4-yearly	4-yearly
Road Markings (Highways) - Replacement	4-yearly	12-yearly
Road Markings (Parking)		<u>Yellow Lines</u> Zone E, F, G- refresh every year Zones A, B, C, D, H -once every 3 years <u>Bay Markings</u> Zones E, F, G- refresh every year Zones A, B, C, D, H - once every 3 years <u>Kerb Blips</u> Refresh all 3 x times a year
Cleaning and painting of street furniture (pedestrian guard rails, barriers, signs, bollards and benches)		Benches -Annual clean and re-paint Other street furniture- 4-yearly clean and re paint
Maintenance of gates		Annual maintenance. Re-painting: every 3rd year
Flags and flagpoles		Three times a year wash and clean (every four months)
Drainage		1. A minimum annual routine visit to each and every gully or drainage asset 2. An agreed, evaluated and appraised intelligence based targeted maintenance gully programme based upon a risk management approach. Gully cleaning at a higher frequency to 'critical locations' and a lower frequency to other locations based upon priority and risk.

### Programmed Maintenance

It is not possible to set standards for when carriageway and footway resurfacing will be undertaken as the inclusion of a scheme in the approved programme will depend on its assessed priority and on the budget available.

The City Council has adopted a Value Management process to determine which areas of footway and carriageway are to be included in the annual capital programme. This process starts in the summer of each year when an Annual Condition Survey (ACS) is carried out based on industry agreed practice. The survey results in a Condition Index (CI) for every footway and carriageway. A high CI means the surface is in poor condition and vice versa.

In addition to the ACS survey results, the Value Management process takes into consideration a range of factors e.g. Visual Appearance, Customer Reports and Maintenance History when deciding how to spend the budget.

The programme of schemes is subject to a Cabinet Member decision and is published on the council's website. The list of ACS survey scores, Value Management scores and provisional programme of works is typically published in April each year.

### Regulatory work

This includes:

- keeping a highway register
- management of utilities- utility companies are obliged to meet the minimum standards set out in the Code of Practice published under the New Roads and Street Works Act 1991
- licenses for highway occupation
- other regulatory functions - encroachment, illegal signs, etc

### Highway Lighting Service

This includes reactive maintenance, routine maintenance and a renewal and improvement programme of the stock of electrical/lit traffic signs and public lighting.

### Reactive Maintenance

The system for reactive maintenance rectifies defects identified from inspections, other reports or complaints, which include the following:

- lamp change
- control gear replacement
- lantern (or part) replacement
- operational control system, (PECU, Timeclock, Remote Monitoring unit)
- circuit protection replacement I upgrade as required
- internal wiring
- doors and door locks
- paint and number as required
- safety check for electrical and structural issues
- electrical service I connections
- fitting of fault plates
- all good housekeeping work (e.g. -greasing locks, aligning sign plates, refixing doors etc)

Report It online <https://www.westminster.gov.uk/report-it>

or call Environmental Action Line 0207 641 2000

### Routine Maintenance

The system of routine preventative maintenance includes:

- clean and check
- cyclical lamp change as required
- cyclical painting as required
- cyclical structural testing as required
- cyclical electrical testing as required
- assessment of asset condition
- all good housekeeping work (e.g. -greasing locks, aligning sign plates, refixing doors etc)
- identify any items that represent a significant deterioration from the required condition preventing an item from acting in the intended manner that maybe the result of damage or that may be likely to increase the rate of deterioration of another item or cause an unintended hazard or nuisance.

#### Responding to Defects

Defects identified through reactive and routine maintenance checks categorised and rectified according to the standards summarised below.

**Category 1** defects are those, which require prompt attention because they represent an immediate or imminent risk to safety (2 hours).

**Category 2** defects are all other defects (2 -10 working days).

Where the fault rests with the Network Operator supply, this can take up to 40 days.

#### Renewal and Improvements

It is not possible to set standards for when public lighting will be renewed or improved as the inclusion of a scheme in the approved programme will depend on its assessed priority and on the budge available.

Schemes are identified using the Value Management process adopted for lighting, which reviews the structural and electrical condition of street lights across the City, and by taking into account other factors such as lighting standards, crime levels and maintenance records.

The programme of schemes is subject to a Cabinet Member decision and is published on the council's website. A list of provisional programmes of works is typically published in April each year.

#### Highways Inspections

Streets are inspected weekly. These "wall-to-wall" inspections are carried out on foot by dedicated lighting scouts with any defects found logged through live handheld devices.

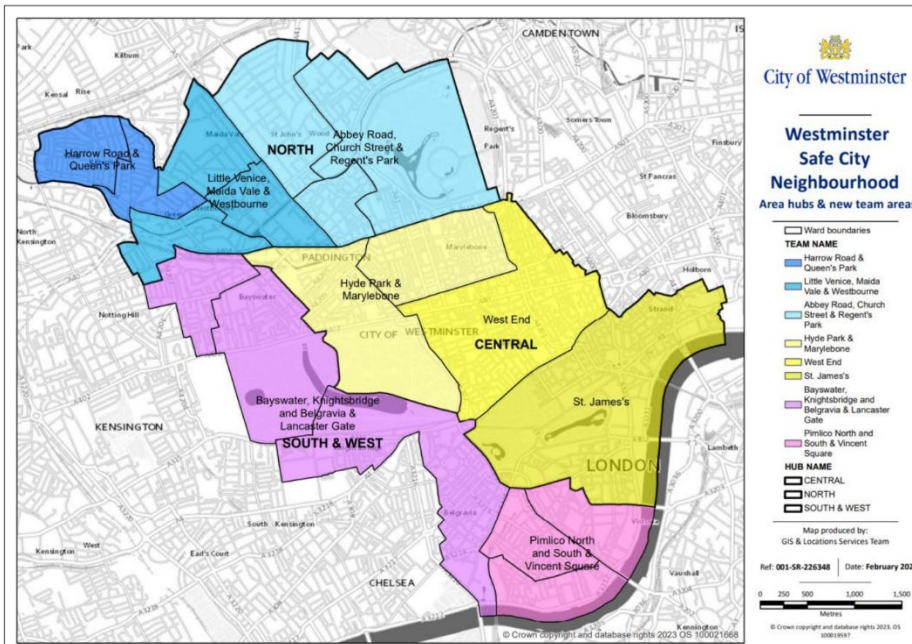
#### Leicester Square Green Spaces

Westminster City Council Parks Team will work with HOLBA to develop a management and maintenance plan for the park, ribbon planters, Shakespeare fountain and associated infrastructure that's based on WCC's existing Grounds Maintenance specification.

### Section 3

## Neighbourhood Problem Solving and Community Engagement Services

Each ward in Westminster is covered by our Neighbourhoods Service. Comprising of eight area-based teams, each with a dedicated Team Leader, Neighbourhood Coordinator and named ward city inspectors. The St James’s wards have a dedicated neighbourhood’s team as outlined below.



This offers a focused, localised level of support with ward-based City Inspectors and Neighbourhood Coordinators, responsible for on street management, identification of issues and resolution or enforcement where they have the tools and powers to do so. Working on extended operating hours, spread between 7am through till 7pm, Monday to Friday, with additional city-wide coverage on Saturdays.

BIDs are considered key partners to the Council and in supporting its work to problem solve, issues, achieve compliance and enforce where necessary. Therefore, the BID will be invited to relevant partnership meetings including at a minimum the regular Neighbourhood Coordination Meeting for the Ward.

The resources\* allocated to the St James’s ward, which covers the vast majority of the Leicester Square & Picadilly Circus BID footprint are outlined below...

Team Leader x 1

Neighbourhood Coordinator x 1

Senior City Inspector x 1

City Inspectors (for Ward) x 5

\*Whilst we endeavour to maintain a full complement of resources there may be occasions due to staff turnover or absence where numbers fall below the number of officers outlined above.

Where the BID area crosses into neighbouring wards, outside of St James's Ward additional resources from those neighbouring areas are available.

This resource will also be complemented by a 24/7 Response Service which can be tasked to tackle specific operational challenges and enhance the offer around persistent and complex issues in key areas, without taking away from the locally delivered resource. All members of the Response Service will be Local Authority Liaison Officer (LALO) trained.

Below is a list of issues and activities which City Inspectors can report, resolve or enforce against -

#### Street population and ASB

- ASB related to street population and premises.
- Reporting locations for cleansing linked to ASB
- Referring rough sleepers to street link/appropriate services and internal WCC services
- Supporting joint operations with partners and stakeholders to tackle ASB

#### Street Entertainment

- Unlicensed performers
- Failure to abide by conditions of street licensing (e.g. amplification on non-amplified pitch)
- Education and support to street performers.

#### Street trading and obstructions

- Unlicensed street trading (i.e. selling of goods on highway without a licence)
- A- Boards on highway
- Other miscellaneous obstructions on the highway

#### Commercial/Residential Waste Compliance

- Fly tipping
- Non-compliance with collection times or other requirements
- Duty of Care (Businesses and Residential)
- Education on waste disposal
- Reporting abandoned waste for disposal.

#### Public realm

- Reporting of graffiti and fly posting for removal
- Reporting locations for cleansing where required
- Reporting abandoned material for removal (including tents/bedding/highways equipment).

#### Public realm infrastructure

- Monitoring of public realm infrastructure
- Reporting of damaged or broken infrastructure.

#### Licensed Premises

- Inspections of Licensed premises (programmed and proactive) including LA03, Massage and Special Treatment, Gambling and other licence types.
- Education to licensed premises to support compliance.

#### Other

- Business engagement
- Supporting partnership work/operations/activity and engaging with other council departments where required.

## Section 4 Contacting Us

### **Report It**

*Keeping our streets safe and clean is a top priority. If you experience a problem, such as noise, dumped rubbish, missed recycling or rubbish collection, or planning issues.*

The quickest way to have an issue resolved is by reporting it online  
<https://www.westminster.gov.uk/report-it>

For an immediate response contact the **Environmental Action Line** 0207 641 2000

You can report online or through the Environmental Action Line *issues/faults/defects with:*

***Cleansing & Waste*** *i.e.: footway flushing, street sweeping, rubbish, litter bins, commercial waste, dirty footways/bins/streets, graffiti*

***Highways:*** *i.e. roads, pavements, carriageway or footways, highways lighting, highways repairs*

***Neighbourhood Working & Problem Solving*** *i.e. anti-social behaviour, environmental health issues including noise, problems with pests/food safety, health & safety, trading standards*

**Communication with BIDS** Routine maintenance/response to defects/improvements responded to those who raised the job. Under GDPR we cannot share details of those who may have raised other enquiries. Major works programmes are circulated in advance and we will ensure that the BID are included on the all major maintenance and scheme information that is circulated monthly.

**Additional Complimentary Services Undertaken by the BID**

**Additional Cleansing Service**

Additional Cleansing Service is delivered by Veolia on contract to HOLBA.

The agreed services provide services that are complimentary to the standard baseline services already provided by the council to achieve Heart of London’s objectives for improved street environment.

The contractor must comply with all policies, regulations and guidance of Westminster City Council when carrying out cleansing works on public footpaths.

The cleansing services will apply to footway cleansing of pavements and street furniture which are not the property of Heart of London but has consent for the contractor to carry out the cleansing.

The objective of this service is to provide footways that are always free from litter detritus, fly posting, graffiti, chewing gum, fouling spillages and staining.

	<b>HOLBA Foot way cleansing Hierarchy</b>						
	A1- Prestige footpaths	A2- Special footpaths	B- Very high pedestrian footpaths	C- High Pedestrian footpaths	D- Medium pedestrian footpaths	E- Low Pedestrian footpaths	Response time
<b>Activity</b>	<b>Frequency Rate</b>						<b>Intervention Rate</b>
* Foot path Hot Deep cleansing (Gum Removal)	Bi-monthly	Bi-Monthly	annually	annually	annually	annually	24 hours
** Foot Path Cold flushing	weekly	weekly	weekly	weekly	weekly	weekly	2 hours
Collection of Abandon waste & fly tipping	daily	daily	daily	daily	daily	daily	45 minutes
Urination Hot Spot cleansing	weekly	weekly	weekly	weekly	weekly	weekly	45 minutes
Graffiti removal	daily	daily	daily	daily	daily	daily	45 minutes

Rapid Janitorial response	daily	daily	daily	daily	daily	daily	45 minutes
Removal of fly posting & call cards	daily	daily	daily	daily	daily	daily	45 minutes

\* On average 18 streets are cold flushed per day

\*\* on average 14 streets are hot deep cleaned per day

**Uniformed Public Realm Security Officers**

Uniformed Public Realm Security Officers are delivered by My Local Bobby on contract to HOLBA.

The service consists of a 24/7 uniformed, high visibility security foot patrol by accredited SIA officers who will focus their attention on denying, deterring, delaying and detecting on-street criminality & Anti-Social Behaviour, but not limited to:

- Street crime
- Anti-social behaviour
- Begging passive and aggressive
- Noise pollution resulting from busking /street entertainment
- Illegal drug dealing
- Pedicab nuisance noise & obstruction
- Illegal on-street traders
- Providing support to Met Police & WCC operatives through joint tasking
- Supporting & responding to business crime support & shop theft
- Provide business reassurance premises visits
- Provide on street reassurance, direction & orientation to the visitors
- Conduct vulnerability checks on the street population

In addition, the security patrol officers will also report on public realm environmental faults defects or failures into Westminster councils (EAL) or to a City Inspector or Clean team

**Westminster City Inspector**

Westminster City Inspector is delivered by Westminster City Council and funded by HOLBA.

This is a contract period arrangement with the council where the BID pays 100% for the cost of a City Inspector which must be seen as an **Additional Service** where the agreed service is set out in a separate schedule below which is to be provided by the council solely for the improvement or benefit of the BID area. The schedule of priorities will include but not limited to, problem solving activities in respect of:

**Street population**

- All anti-social behaviour issues associated with the street population
- Housekeeping & hygiene issues associated, surface litter, drug paraphernalia etc.
- Pedestrian obstruction

- Aggressive & passive begging
- Any form of alarm, distress and harassment arising out of the above.

**Street Entertainment**

- Excessive noise
- Breach of the Street entertainment scheme
- Street obstruction
- Any form of alarm, distress and harassment arising out of the above

**Street trading**

- Illegal advertising
- A- Boards

**Commercial Waste Management**

- Dumped and abandoned illegal waste & fly tipping
- Commercial waste on curb side outside of collection times
- Any form of alarm, distress and harassment arising out of the above

**Public realm works**

- Expired permit works on utilities
- Housekeeping on cordoned off utilities works
- Traffic & utilities signage & equipment left abandoned

**Public realm infrastructure**

- Reporting of damage broken or not fit for purpose infrastructure
- Reporting of any H & S risks

## HOLBA BID GOVERNANCE ARRANGEMENTS



