

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

**AND**

**HEART OF LONDON BUSINESS ALLIANCE**

---

**AGREEMENT FOR THE BASELINE PROVISION OF CLEANSING,  
HIGHWAYS AND NEIGHBOURHOOD PROBLEM SOLVING  
AND COMMUNITY ENGAGEMENT SERVICES IN THE ST  
MARTIN'S LANE (OWNER) BRS-BID**

**2020-25**

---

## CONTENTS

1	Definitions .....	1
2	Status.....	2
3	Commencement.....	2
4	The BID Company's Obligations .....	2
5	The Council's Obligations .....	2
6	Principles of Joint Working.....	3
7	Monitoring and Review .....	4
8	Termination.....	4
9	Protocols.....	4
10	Confidentiality .....	5
11	Notices.....	5
12	Miscellaneous.....	5
13	Exercise of the Council's Powers .....	6
14	Contracts (Rights of Third Parties) .....	6
15	Disputes .....	6
16	Governing Law and Jurisdiction .....	6
	Schedule 1 BID Area .....	8
	Schedule 2 Standard Services.....	12

**IS MADE 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**, a company limited by guarantee in England and Wales with number 04293930 whose registered office is at Empire House, 175 Piccadilly, London, W1J 9EN (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.
- D This Agreement covers the HOLBA St Martin's Lane (owner) BRS-BID, not to be confused with the HOLBA St Martin's Lane (occupier) BID.

**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 or around the date of this Agreement) 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 (Property Owners) (England) Regulations 2014 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 2020 and ending on 23:59 on 31 March 2025.

## **2 IT IS AGREED**

2.1 .

2.2 Nothing in this Agreement is 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 rebalot;

3.1.2 the Secretary of State declares void a ballot, renewal ballot, alteration ballot or rebalot 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 20 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:
- 11.1.1 for the BID Company: Ros Morgan, Chief Executive  
ros.morgan@heartoflondonbid.co.uk; and
  - 11.1.2 for the Council: Twila Grower tgrower@westminster.gov.uk;
- and
- 11.1.3 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
  - 11.1.4 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.



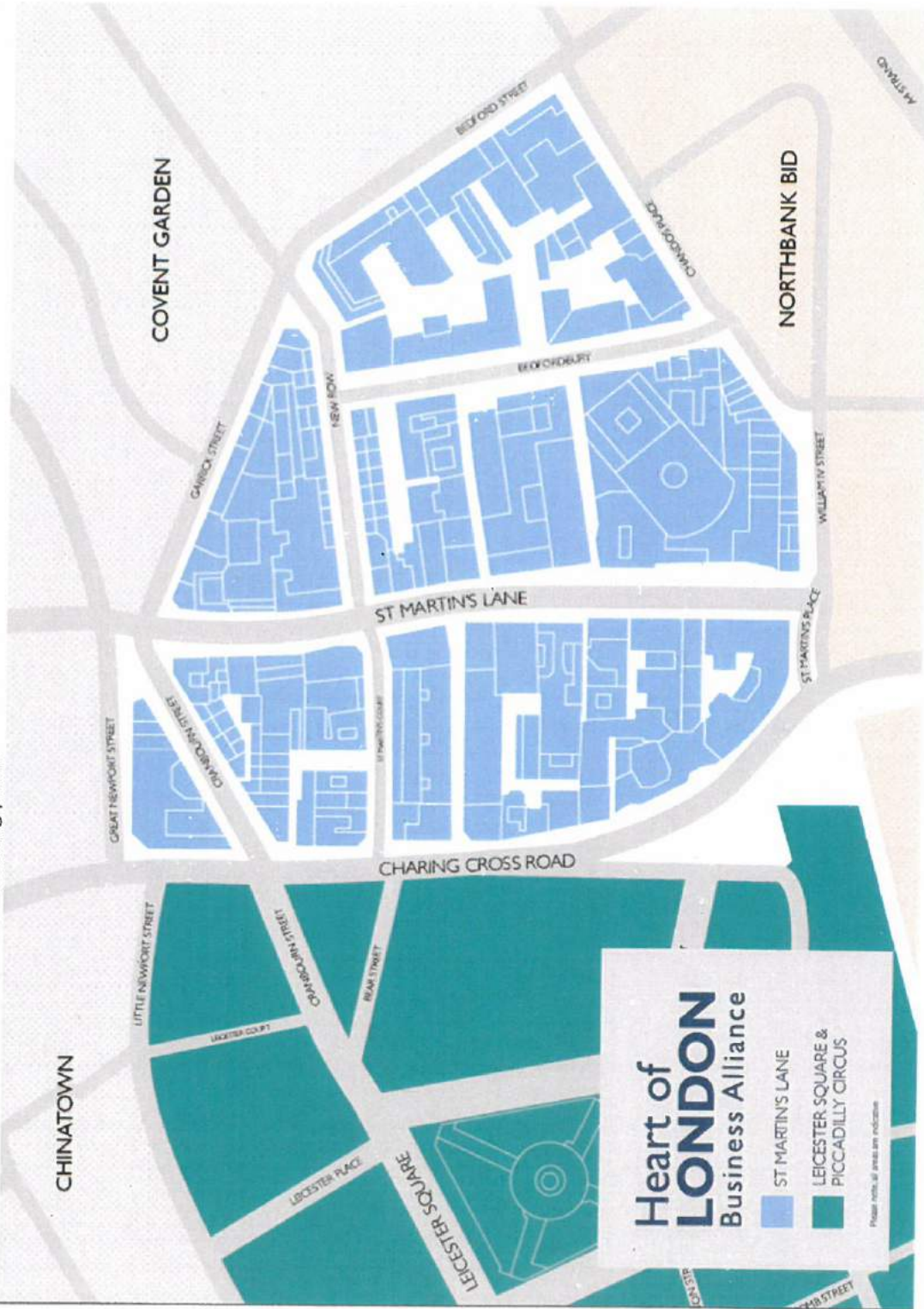
This Agreement has been entered into on the date stated at the beginning of it.

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

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

**SCHEDULE 1 BID AREA**

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





List of streets in the BID

<b>Heart of London BID – St Martin’s Lane</b>			
<b>addr1</b>	<b>addr2</b>	<b>postcode</b>	<b>notes on number ranges within BID area</b>
BEDFORDBURY	LONDON	WC2N	1 and 32-35
BEDFORD STREET	LONDON	WC2E	10-25
CECIL COURT	LONDON	WC2N	43-68
CHARING CROSS ROAD	LONDON	WC2H	2-8, 18-24, 32-36, 48-50 + Underground Station
CRANBOURN STREET	LONDON	WC2H	20-37
GARRICK STREET	LONDON	WC2E	1-27
GREAT NEWPORT STREET	LONDON	WC2H	15-18
NEW ROW	LONDON	WC2N	2-22
ST MARTIN'S COURT	LONDON	WC2N	10-11 + BST OF 12 and 26-34
ST MARTIN'S LANE	LONDON	WC2N	31-114
ST MARTIN'S PLACE	LONDON	WC2N	10
WILLIAM IV STREET	LONDON	WC2N	40 - 42

## SCHEDULE 2 STANDARD SERVICES

The Standard Services consist of:

1. Cleansing Services as set out in Section 1
2. Highways Services as set out in Section 2 and
3. Neighbourhood Problem Solving and Community Engagement Services as set out in Section 3.

## Section 1 Cleansing services





Summary of Standard Waste & Recycling Collection Services, January 2020			Waste Collection				Recycling Collection			
Street	From	To	Mon-Fri	Sat	Sun	Remedial time	Mon-Fri	Sat	Sun	Remedial time
Bedford Street	King St	Chandos PI	00:00-02:00 09:00-11:00 20:00-22:00	00:00-02:00 09:00-11:00 20:00-22:00	00:00-02:00 09:00-11:00 20:00-22:00	3hrs	20:00-22:00	20:00-22:00	20:00-22:00	3hrs
Bedfordbury	Entire	Entire	08:00-10:00 20:00-22:00	20:00-22:00	08:00-10:00 20:00-22:00	3hrs	20:00-22:00	20:00-22:00	20:00-22:00	3hrs
Chandos Place	Entire	Entire	02:00-04:00 09:00-11:00 19:00-21:00	02:00-04:00 09:00-11:00 19:00-21:00	02:00-04:00 09:00-11:00 19:00-21:00	3hrs	19:00-21:00	19:00-21:00	19:00-21:00	3hrs
Charing Cross Road	Gt Newport St	St Martin's PI	01:00-02:00 08:30-09:30 18:30-19:30	01:00-02:00 18:30-19:30	01:00-02:00 18:30-19:30	3hrs	18:30-19:30	18:30-19:30	18:30-19:30	3hrs
Cranbourn Street	Charing Cross Rd	St Martin's Lane	02:00-04:00 10:30-12:30 15:00-17:00	02:00-04:00 10:30-12:30 15:00-17:00	02:00-04:00 10:30-12:30 15:00-17:00	3hrs	15:00-17:00	15:00-17:00	15:00-17:00	3hrs
Garrick Street	Entire	Entire	00:00-02:00 08:00-10:00 19:30-21:30	00:00-02:00 08:00-10:00 19:30-21:30	00:00-02:00 08:00-10:00 19:30-21:30	3hrs	19:30-21:30	19:30-21:30	19:30-21:30	3hrs
Great Newport Street	Entire	Entire	01:00-03:00 09:00-11:00 18:30-20:30	01:00-03:00 09:00-11:00 18:30-20:30	01:00-03:00 09:00-11:00 18:30-20:30	3hrs	18:30-20:30	18:30-20:30	18:30-20:30	3hrs
New Row	Entire	Entire	02:00-04:00 08:00-10:00 19:30-21:30	02:00-04:00 08:00-10:00 19:30-21:30	02:00-04:00 08:00-10:00 19:30-21:30	3hrs	19:30-21:30	19:30-21:30	19:30-21:30	3hrs
St Martin's Court	Entire	Entire	01:00-03:00	01:00-03:00	01:00-03:00	3hrs	-	-	-	-
St Martin's Lane	Entire	Entire	01:00-03:00 09:00-11:00 15:00-17:00 19:00-21:00	01:00-03:00 09:00-11:00 15:00-17:00 19:00-21:00	01:00-03:00 09:00-11:00 15:00-17:00 19:00-21:00	3hrs	19:00-21:00	19:00-21:00	19:00-21:00	3hrs
St Martin's Place	Entire	Entire	09:30-11:30	09:30-11:30	09:30-11:30	3hrs	08:00-10:00*	-	-	3hrs
William IV Street	St Martin's PI	Chandos PI	02:00-04:00 09:00-11:00 19:00-21:00	02:00-04:00 09:00-11:00 19:00-21:00	02:00-04:00 09:00-11:00 19:00-21:00	3hrs	19:00-21:00	19:00-21:00	19:00-21:00	3hrs

\*Wednesday only

Summary of Standard Street Cleansing Services, January 2020			Street Sweeping						Litter Bins: Emptying & Washing				Footway Flushing		
Street	From	To	Days covered	Min. No. daytime shifts	No. evening shifts	No. night shifts	Response time	Days covered	Min. frequency per day	Response time	Washing Frequency	Daytime schedule	Night schedule	Response time	
Bedford Street	King St	Chandos Pl	Mon-Sun	2	1	-	1hr	Mon-Sun	6	1hr	10 Weekly	-	-	3hrs	
Bedfordbury		Entire	Mon-Sun	1	1	-	1hr	-	-	-	-	-	-	3hrs	
Chandos Place		Entire	Mon-Sun	2	1	-	1hr	Mon-Sun	6	1hr	10 Weekly	Mon	-	3hrs	
Charing Cross Road	Gt Newport St	St Martin's Pl	Mon-Sun	2	1	-	1hr	Mon-Sun	6	1hr	10 Weekly	-	-	3hrs	
Cranbourn Street	Charing Cross Rd	St Martin's Lane	Mon-Sun	2	1	-	1hr	Mon-Sun	6	1hr	10 Weekly	-	-	3hrs	
Garrick Street		Entire	Mon-Sun	2	1	-	1hr	Mon-Sun	6	1hr	10 Weekly	-	-	3hrs	
Great Newport Street		Entire	Mon-Sun	2	1	-	1hr	Mon-Sun	6	1hr	10 Weekly	Wed	-	3hrs	
New Row		Entire	Mon-Sun	2	1	-	1hr	Mon-Sun	6	1hr	10 Weekly	Fri	-	3hrs	
St Martin's Court		Entire	Mon-Sun	2	1	-	1hr	-	-	-	-	Sun	-	3hrs	
St Martin's Lane		Entire	Mon-Sun	2	1	-	1hr	Mon-Sun	6	1hr	10 Weekly	-	-	3hrs	
St Martin's Place		Entire	Mon-Sun	1	1	-	1hr	-	-	-	-	-	-	3hrs	
William IV Street	St Martin's Pl	Chandos Pl	Mon-Sun	2	1	-	1hr	Mon-Sun	6	1hr	10 Weekly	-	-	3hrs	

## 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

Highways

Defect Priority	Response time	Action to be taken
1	2 hours	Make Safe or Repair
2	48 hours	Make safe or Repair
3	28 days	Repair
4		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	7 days	Repair
4		Repair (Planned works)

UK Power Network fix of dead services to lamp columns is typically 6 weeks.



Category	Defect or Issue	Location	Extent	Detail / Information (Street Classification)	Priority Response
carriageway	pothole / spalling	Whole width	20mm-49mm	SR / A1 / A2 / B	2
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
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

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	Up Lighter damaged	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	



## Section 3

### Neighbourhood Problem Solving and Community Engagement Services

#### 1 NEIGHBOURHOOD WORKING

The city is divided into three strategic areas to deliver a more integrated neighbourhood model way of working. These areas contain a wider range of multi-disciplinary officers, allowing for a holistic approach to the management of the neighbourhood, and focus on local and strategic priorities. Each area is managed by a Head of Service overseeing governance and management arrangements and HOLBA is covered by the Central Area.

The areas are divided into three smaller neighbourhood areas and each of these areas in turn are covered by a multidisciplinary team of officers including City Inspectors, EHOs and Neighbourhood coordinators who work with stakeholders, other services and partners to develop sustainable solutions and deliver against local priorities.

#### 2 Integrated Street Engagement Unit (ISEU)

The unit brings together council resources of dedicated City Inspectors and a Neighbourhood Coordinator with local Police Teams and externally commissioned services, such as outreach, mental health, and substance misuse services. These teams work together in a formal partnership structure to tackle challenges associated with Westminster's street population such as begging, open drug-taking and other street-based anti-social behaviour.

The team works closely and in parallel with key members of the Rough Sleeping and Public Health teams. Further support and expertise is provided by a range of key personnel from across the council and partner organisations.



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

**AND**

**HEART OF LONDON BUSINESS ALLIANCE**

---

**AGREEMENT FOR THE BASELINE PROVISION OF CLEANSING,  
HIGHWAYS AND NEIGHBOURHOOD PROBLEM SOLVING  
AND COMMUNITY ENGAGEMENT SERVICES IN THE ST  
MARTIN'S LANE (OCCUPIER) BID**

**2020-25**

---

# SHARPE PRITCHARD

## CONTENTS

1	Definitions .....	1
2	Status.....	2
3	Commencement.....	2
4	The BID Company's Obligations .....	2
5	The Council's Obligations .....	2
6	Principles of Joint Working.....	3
7	Monitoring and Review .....	4
8	Termination .....	4
9	Protocols.....	4
10	Confidentiality .....	5
11	Notices.....	5
12	Miscellaneous.....	5
13	Exercise of the Council's Powers .....	6
14	Contracts (Rights of Third Parties) .....	6
15	Disputes .....	6
16	Governing Law and Jurisdiction .....	6
	Schedule 1 BID Area .....	8
	Schedule 2 Standard Services.....	11

**IS MADE 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**, a company limited by guarantee in England and Wales with number 04293930 whose registered office is at Empire House, 175 Piccadilly, London, W1J 9EN (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.
- D This Agreement covers the HOLBA St Martin's Lane (Occupier) BID, not to be confused with the HOLBA St Martin's Lane (Owner) BRS-BID.

**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 or around the date of this Agreement) 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 2020 and ending on 23:59 on 31 March 2025.

## **2 IT IS AGREED**

- 2.1 Nothing in this Agreement is 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 rebalot 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:
- 11.1.1 for the BID Company: Ros Morgan, Chief Executive  
ros.morgan@heartoflondonbid.co.uk; and
  - 11.1.2 for the Council: Twila Grower tgrower@westminster.gov.uk;
- and
- 11.1.3 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
  - 11.1.4 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 16, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

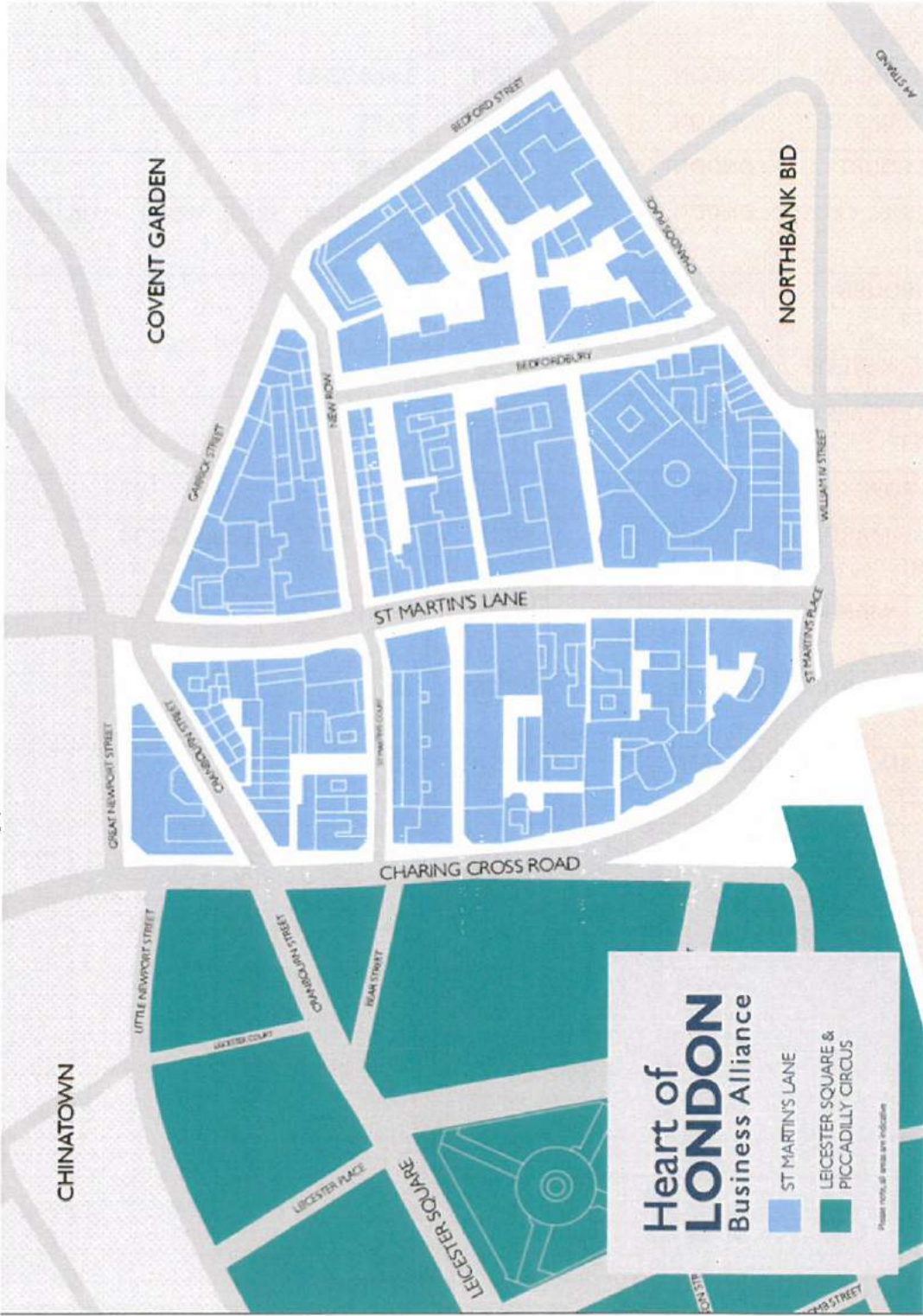
This Agreement has been entered into on the date stated at the beginning of it.

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

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

**SCHEDULE 1 BID AREA**

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



List of streets in the BID

<b>Heart of London BID - Leicester Square &amp; Piccadilly Circus</b>			
<b>addr1</b>	<b>addr2</b>	<b>postcode</b>	<b>notes on number ranges within BID area</b>
BEDFORDBURY	LONDON	WC2N	1 and 32-35
BEDFORD STREET	LONDON	WC2E	10-25
CECIL COURT	LONDON	WC2N	43-68
CHARING CROSS ROAD	LONDON	WC2H	2-8, 18-24, 32-36, 48-50 + Underground Station
CRANBOURN STREET	LONDON	WC2H	20-37
GARRICK STREET	LONDON	WC2E	1-27
GREAT NEWPORT STREET	LONDON	WC2H	15-18
NEW ROW	LONDON	WC2N	2-22
ST MARTIN'S COURT	LONDON	WC2N	10-11 + BST OF 12 and 26-34
ST MARTIN'S LANE	LONDON	WC2N	31-114
ST MARTIN'S PLACE	LONDON	WC2N	10
WILLIAM IV STREET	LONDON	WC2N	40 - 42



## **SCHEDULE 2 STANDARD SERVICES**

The Standard Services consist of:

1. Cleansing Services as set out in Section 1
2. Highways Services as set out in Section 2 and
3. Neighbourhood Problem Solving and Community Engagement Services as set out in Section 3.



**Section 1 Cleansing services**



Summary of Standard Street Cleansing Services, January 2020			Street Sweeping					Litter Bins: Emptying & Washing				Footway Flushing		
Street	From	To	Days covered	Min. No. daytime shifts	No. evening shifts	No. night shifts	Response time	Days covered	Min. frequency per day	Response time	Washing Frequency	Daytime schedule	Night schedule	Response time
Bedford Street	King St	Chandos Pl	Mon-Sun	2	1	-	1hr	Mon-Sun	6	1hr	10 Weekly	-	-	3hrs
Bedfordbury	Entire		Mon-Sun	1	1	-	1hr	-	-	-	-	-	-	3hrs
Chandos Place	Entire		Mon-Sun	2	1	-	1hr	Mon-Sun	6	1hr	10 Weekly	Mon	-	3hrs
Charing Cross Road	Gt Newport St	St Martin's Pl	Mon-Sun	2	1	-	1hr	Mon-Sun	6	1hr	10 Weekly	-	-	3hrs
Cranbourn Street	Charing Cross Rd	St Martin's Lane	Mon-Sun	2	1	-	1hr	Mon-Sun	6	1hr	10 Weekly	-	-	3hrs
Garrick Street	Entire		Mon-Sun	2	1	-	1hr	Mon-Sun	6	1hr	10 Weekly	-	-	3hrs
Great Newport Street	Entire		Mon-Sun	2	1	-	1hr	Mon-Sun	6	1hr	10 Weekly	Wed	-	3hrs
New Row	Entire		Mon-Sun	2	1	-	1hr	Mon-Sun	6	1hr	10 Weekly	Fri	-	3hrs
St Martin's Court	Entire		Mon-Sun	2	1	-	1hr	-	-	-	-	Sun	-	3hrs
St Martin's Lane	Entire		Mon-Sun	2	1	-	1hr	Mon-Sun	6	1hr	10 Weekly	-	-	3hrs
St Martin's Place	Entire		Mon-Sun	1	1	-	1hr	-	-	-	-	-	-	3hrs
William IV Street	St Martin's Pl	Chandos Pl	Mon-Sun	2	1	-	1hr	Mon-Sun	6	1hr	10 Weekly	-	-	3hrs

Summary of Standard Waste & Recycling Collection Services, January 2020			Waste Collection				Recycling Collection			
Street	From	To	Mon-Fri	Sat	Sun	Remedial time	Mon-Fri	Sat	Sun	Remedial time
Bedford Street	King St	Chandos PI	00:00-02:00 09:00-11:00 20:00-22:00	00:00-02:00 09:00-11:00 20:00-22:00	00:00-02:00 09:00-11:00 20:00-22:00	3hrs	20:00-22:00	20:00-22:00	20:00-22:00	3hrs
Bedfordbury	Entire	Entire	08:00-10:00 20:00-22:00	20:00-22:00	08:00-10:00 20:00-22:00	3hrs	20:00-22:00	20:00-22:00	20:00-22:00	3hrs
Chandos Place	Entire	Entire	02:00-04:00 09:00-11:00 19:00-21:00	02:00-04:00 19:00-21:00	02:00-04:00 09:00-11:00 19:00-21:00	3hrs	19:00-21:00	19:00-21:00	19:00-21:00	3hrs
Charing Cross Road	Gt Newport St	St Martin's PI	01:00-02:00 08:30-09:30 18:30-19:30	01:00-02:00 18:30-19:30	01:00-02:00 18:30-19:30	3hrs	18:30-19:30	18:30-19:30	18:30-19:30	3hrs
Cranbourn Street	Charing Cross Rd	St Martin's Lane	02:00-04:00 10:30-12:30 15:00-17:00	02:00-04:00 10:30-12:30 15:00-17:00	02:00-04:00 10:30-12:30 15:00-17:00	3hrs	15:00-17:00	15:00-17:00	15:00-17:00	3hrs
Garrick Street	Entire	Entire	00:00-02:00 08:00-10:00 19:30-21:30	00:00-02:00 08:00-10:00 19:30-21:30	00:00-02:00 08:00-10:00 19:30-21:30	3hrs	19:30-21:30	19:30-21:30	19:30-21:30	3hrs
Great Newport Street	Entire	Entire	01:00-03:00 09:00-11:00 18:30-20:30	01:00-03:00 09:00-11:00 18:30-20:30	01:00-03:00 09:00-11:00 18:30-20:30	3hrs	18:30-20:30	18:30-20:30	18:30-20:30	3hrs
New Row	Entire	Entire	02:00-04:00 08:00-10:00 19:30-21:30	02:00-04:00 08:00-10:00 19:30-21:30	02:00-04:00 08:00-10:00 19:30-21:30	3hrs	19:30-21:30	19:30-21:30	19:30-21:30	3hrs
St Martin's Court	Entire	Entire	01:00-03:00	01:00-03:00	01:00-03:00	3hrs	-	-	-	-
St Martin's Lane	Entire	Entire	01:00-03:00 09:00-11:00 15:00-17:00 19:00-21:00	01:00-03:00 09:00-11:00 15:00-17:00 19:00-21:00	01:00-03:00 09:00-11:00 15:00-17:00 19:00-21:00	3hrs	19:00-21:00	19:00-21:00	19:00-21:00	3hrs
St Martin's Place	Entire	Entire	09:30-11:30	09:30-11:30	09:30-11:30	3hrs	08:00-10:00*	-	-	3hrs
William IV Street	St Martin's PI	Chandos PI	02:00-04:00 09:00-11:00 19:00-21:00	02:00-04:00 09:00-11:00 19:00-21:00	02:00-04:00 09:00-11:00 19:00-21:00	3hrs	19:00-21:00	19:00-21:00	19:00-21:00	3hrs

\*Wednesday only

## 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

### Highways

Defect Priority	Response time	Action to be taken
1	2 hours	Make Safe or Repair
2	48 hours	Make safe or Repair
3	28 days	Repair
4		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	7 days	Repair
4		Repair (Planned works)

UK Power Network fix of dead services to lamp columns is typically 6 weeks.



Category	Defect or Issue	Location	Extent	Detail / Information (Street Classification)	Priority Response
carriageway	pothole / spalling	Whole width	20mm-49mm	SR / A1 / A2 / B	2
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
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

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	Up Lighter damaged	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

