

**DATED**

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**TUNBRIDGE WELLS BOROUGH COUNCIL**

**AND**

**Royal Tunbridge Wells Together Community Interest Company**

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**BID BASELINE AGREEMENT**

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Mid Kent Legal Services  
Tunbridge Wells Borough Council,  
Town Hall,  
Civic Way,  
Royal Tunbridge Wells, Kent TN1 1RS  
Ref:T012702

This Deed is dated the \_\_\_\_\_ day of \_\_\_\_\_ 2019

## **PARTIES**

1) **TUNBRIDGE WELLS BOROUGH COUNCIL** of Town Hall, Royal Tunbridge Wells, Kent TN1 1RS]("**the Council**")

(2) **ROYAL TUNBRIDGE WELLS TOGETHER CIC** incorporated and registered in England and Wales with company number 09976055 whose registered office is at 300 MANAGEMENT SUITE,, ROYAL VICTORIA PLACE, ROYAL TUNBRIDGE WELLS TN1 2SS ("**BID Company**").

## (3) **RECITALS**

- A. The Council is the local authority for the purposes of the Local Government Act 2003 and is responsible for providing services within the BID Area;
- B. The BID Company is responsible for the management and operation of the BID and for achieving the objectives and aspirations set out in the BID Proposal;
- C. The Parties entered into a BID Operating Agreement dated 01 April 2019 as contained in Schedule 3 of this Deed pursuant to which the Parties entered into BID arrangements relating to Tunbridge Wells.
- D. The purpose of this Deed is to:
  - i. set out the services provided by the Council in the BID Area as set out in Schedule 1 of this Deed ("Schedule 1 services");
  - ii. set out the services and/or complementary services provided by the BID Company pursuant to the BID Operating Agreement and as set out in Schedule 2 ("Schedule 2 services");
  - iii. Benchmarking;
  - iv. Monitoring and review;
  - v. Others.

## **AGREED TERMS**

### **1. TERMS DEFINED IN THE OPERATING AGREEMENT**

In this Deed, unless the context otherwise requires expressions defined in the Operating Agreement and used in this Deed have the meaning set out in the Operating Agreement. The rules of interpretation set out in the Operating Agreement apply to this Deed.

### **Statutory Authorities**

2.1 This Deed is made pursuant to section 1 of the Localism Act 2011, Part IV of the Local Government Act 2003 and Section 111 of the Local Government Act 1972 and all other enabling powers as particularly set out in The Business Improvement Districts (England) Regulations 2004.

### **Commencement and Term**

3.1 The terms of this Deed shall take effect upon the Commencement Date.

3.2 This Deed shall operate for the BID Term subject it ceasing to be of any further effect in the event that:

3.2.1. The BID Term expires; or.

3.2.2. Either party exercises its discretion to terminate the BID Arrangements in exercise of powers under Clause 12 of the Operating Agreement prior to expiry of the Bid Term.

3.2.3 OTHERS.

### **BID Company's obligations**

4.1 the BID Company intends to provide additional [and/or Complementary] Schedule 2 services but reserves the right to alter these services as per the alteration policy set out in the business plan.

### **The Council's obligations**

5.1 The Council delivers the Schedule 1 services within the BID Area and the BID Company intends to provide additional [and/or complementary] Schedule 2 services but reserves the right to alter these services as per the alteration policy set out in the business plan.

5.2 The Council will endeavour to continue to deliver the Schedule 1 services within the BID Area. Where any of the Schedule 1 services are planned to be reduced or

discontinued, the Council agrees not to reduce provision of its services disproportionately, compared to any changes made elsewhere within the Borough for the duration of the BID Term.

### **Monitoring and Review**

6.1 The parties agree to meet twice a year to monitor and review the BID operation.

At each meeting, the Monitoring Group shall:

- (i) Review the effectiveness of the collection and enforcement of the BID Levy; and
- (ii) review and assess the information provided by the parties regarding the progress being made in achieving the aims set out in the BID Business Plan.

6.4 The BID Company shall provide the BID Company Report to the Council within 6 months of the end of each financial year.

6.5 The Council will provide 2 representatives to the Board of the BID Company (one elected Member acting as a Director, and one Officer acting as an Observer ).

### **Termination**

7.1 Termination of the BID Arrangements, for any reason, shall be in accordance with Regulation 18(5) and the Council will notify the BID Levy Payers in accordance with Regulation 18(6). The Council will advise the BID Levy Payers as to the repayment of any part of the BID Levy as set out in the Operating Agreement

### **Exercise of the Council's Powers**

8.1 Nothing contained in this Deed 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.

### **Governing law and Jurisdiction**

9.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

9.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with

this Deed or its subject matter or formation (including non-contractual disputes or claims).

**IN WITNESS** whereof this Deed has been duly executed and delivered as a deed on the date set out above.

The Common Seal of

**TUNBRIDGE WELLS BOROUGH COUNCIL** )

was hereunto affixed )

in the presence of: )

Authorised Signatory

Executed as a deed by **ROYAL TUNBRIDGE WELLS TOGETHER CIC** acting by

NAME OF FIRST DIRECTOR,

NAME OF SECOND DIRECTOR/SECRETARY .....

SIGNATURE OF FIRST DIRECTOR

Director

.....

SIGNATURE OF SECOND DIRECTOR OR SECRETARY

Director OR Secretary

**SCHEDULE 1**

**SERVICES PROVIDED BY TUNBRIDGE WELLS BOROUGH COUNCIL IN THE BID**

**AREA**

Attached

**SCHEDULE 2**

**SERVICES/COMPLEMENTARY SERVICES PROVIDED BY THE BID COMPANY IN  
THE BID AREA**

**SCHEDULE 3**  
**THE BID OPERATING AGREEMENT**