



Your Eastbourne BID

Proposal 2024-2029

Contact the BID

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1.Details of Your Eastbourne BID

The BID Proposer

- The proposer of the business improvement district is Your Eastbourne BID Ltd (company number 1234831).

The intended BID Body

- In the event of a successful outcome at ballot, Your Eastbourne BID Ltd will remain the BID Body, (company number 1234831).
- Your Eastbourne BID Ltd is an independent, not for profit company limited by guarantee.
- The BID is represented by a Board of voluntary directors, who meet regularly.
- Full details of the role of Director and the Chair, along with appointment can be found in our Memorandum of Articles at www.youeastbournebid.com.

Start date and Duration of the BID

- The BID term will be for a period of five years, starting from 4th September 2024 and concluding on 3rd September 2029.

2. Your Eastbourne BID Business Plan 2024-2029

- A draft copy of the business plan can be found in appendix 1.

A summary of the key points, as per the British BIDs guidelines, is listed below:

[Research, consultation and conclusions](#)

Research and Consultations for Your Eastbourne BID:

- Your Eastbourne BID conducts regular surveys, consultations and meetings to ensure that we serve the needs of our members.
- In September 2023, as part of our annual billing, we sent a QR code linking to an online survey to all current levy payers asking them for their thoughts on the BID and priorities, and whether or not they would support a continuation of the BID
- In January 2024, Your Eastbourne BID Board of Directors agreed to seek a further five-year term.
- Since then, three consultation events took place on the 20th of February 2024, 22nd of February 2024 and 3th of March 2024.
- From February to April we launched our business plan survey, asking BID businesses to tell us their key priorities. This was featured in our monthly printed and electronic newsletters, on social media as well as in our monthly Bourne Free column.
- In addition, we have held weekly drop in clinics about the BID at our offices
- Additionally, individual consultations have taken place with businesses both within the BID area, and the proposed expanded BID area.

Conclusions:

- As a result of these consultations the four priorities were identified:
 - Improve the colour and cleanliness of the town centre with attractive floral displays, vinyls, lighting and signage so that the town has a welcoming feeling.
 - Support events and promotions to attract shoppers and visitors to the town, whilst promoting businesses and the importance of the high street.
 - Support the security and safety of the town centre, focusing on tackling the rise in business crime, improve security and manage the street community
 - Lobby to provide more support to the town, making sure that there is increasing investment to the town centre

[Statement of works and services proposed](#)

- Full details of our proposals can be found on pages 8 – 23, however a summary of how we will address each priority is listed below:

Colour and Cleanliness (pages 8-11)

- Continue to install, maintain and invest in evening lighting, bunting, lamppost signage, window vinyls and floral displays.
- Continue to maintain and improve the Christmas lights display in the town centre.
- Ensure each BID area is coordinated with attractive visual identity, using colour coordinated attractions to liven up the town centre.
- Tidy up and improve the appearance of empty units within the town centre.
- Purchase a bubble gum removal machine to be used by BID businesses within the town centre.
- Work with Eastbourne Borough Council to target and identify grot spots, graffiti tags, cigarette rubbish and fly tipping.

Events and Promotions (pages 12-15)

- Provide dedicated support to promoting businesses via social media network, Bourne Free and Eastbourne Herald
- Target audiences from outside Eastbourne and shout about why it is the best place to visit.
- Dedicate destination signage around the town to help customers find their way to businesses and shopping areas.
- Continue to provide seed funding for events such as the pop-up park, festive fun and fireworks and Elmer Art Parade.
- Work with the Towner, tennis and theatres to showcase event in the town centre and increase dwell time.

Safe and Secure (pages 16-19)

- Continue to provide two street ambassadors to patrol the town centre and respond to incidents, including shop lifters, anti-social behaviour, street drinking and homelessness.
- Provide a monthly meeting in the town centre to provide essential crime prevention information.
- Work with the Business Crime Reduction Partnership to strengthen the important work of the organisation, and find ways to report crime quicker and easier.
- Expand the Positive Giving model in Eastbourne by supporting the Fresh Start initiative – raising money for good causes and reducing inquisitive begging.
- Provide additional CCTVs to target areas and ensure our CCTV can be relocated where there are known spikes in the area.

Lobbying (pages 20-23)

- Ensure full consultation on major projects, such as the Levelling Up Fund, Towns Fund and pedestrianisation to ensure that your voice is heard, and that any disruption to businesses can be minimised
- Campaign for improved public transport and infrastructure links
- Campaign for free parking after 3pm
- Ensure that Your Eastbourne BID is carbon neutral by 2030
- Fight for further funding for our town centre
- Work with traders group and organisations to make sure that businesses are provided with expert advice.

Budget

An explanation of the budget can be found on page 31 of the business plan.

Budget

Income	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Levy Receipts	£300,000	£300,000	£300,000	£300,000	£300,000	£1,500,000
Additional Income	£15,000	£15,000	£15,000	£15,000	£15,000	£75,000
Brought Forward	£50,000	£37,700	£29,900	£22,600	£15,300	£155,500
TOTAL INCOME	£365,000	£352,700	£344,900	£337,600	£330,300	£1,730,500

Expenditure

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Colour and Cleanliness	£94,500	£90,000	£89,500	£89,500	£89,500	£453,000
Safe and Secure	£80,300	£80,300	£80,300	£80,300	£80,300	£401,500
Events and Promotions	£75,000	£75,000	£75,000	£75,000	£75,000	£375,000
Lobbying	£2,500	£2,500	£2,500	£2,500	£2,500	£12,500
Core Staffing Costs	£40,000	£40,000	£40,000	£40,000	£40,000	£200,000
Operating Costs	£11,000	£11,000	£11,000	£11,000	£11,000	£55,000
Levy Collection	£9,000	£9,000	£9,000	£9,000	£9,000	£45,000
Bad Debt Provision	£15,000	£15,000	£15,000	£15,000	£15,000	£75,000
TOTAL	£327,300	£322,800	£322,300	£322,300	£322,300	£1,617,000

Balance Brought Forward	£37,700	£29,900	£22,600	£15,300	£8,000	£113,500
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Every month, the CEO of Your Eastbourne BID produces a cash flow forecast that is considered by the Governance Panel, consisting of Directors and a representative of Eastbourne Borough Council (the billing authority). It also lists any unexpected cost increases, as well as any risks to the company.

These five-year figures are estimated based on current operating spend, contingencies and bad debt provision.

Proposed BID area

A map of the proposed BID area, including the expansion within the DQ area can be found on page 24-25. It can also be found online at

<https://www.google.com/maps/d/edit?mid=1kMgwQoKgQRhjQQUWuSCkGu28WJ1lgSM&usp=sharing>

The following roads will be part of any successful BID:

- Bath Road
- Blackwater Road (part)
- Bolton Road
- Calverley Road
- Camden Road
- Chiswick Place
- Commercial Road
- Cornfield Lane
- Cornfield Road
- Cornfield Terrace
- College Road
- Compton Street (part)
- Connaught Road
- Furness Road
- Gildredge Road
- Grand Parade
- Grove Road
- Hardwick Road
- Hyde Gardens
- Hyde Road
- Ivy Terrace
- Langney Road (part)
- Lismore Road
- Lushington Road
- Lushington Lane
- Mark Lane
- South Street
- Spencer Road
- Station Parade
- Station Street
- St Leonards Road
- Stables Lane
- Terminus Road
- Trinity Place
- West Street
- West Terrace
- Wharf Road
- Wish Road
- York Road

Explanation of how the amount of levy is to be calculated.

- The rateable value will be that shown in the 2023 Valuation List as of 1st April 2023.
- All non-domestic properties or hereditaments with a rateable value of £6,000 or more will be required to pay the levy barring exemptions as listed below.
- The number of properties that are liable for the BID levy is estimated at 678
- From the beginning of the five-year term, the levy rate to be paid by each property or hereditament will be 1.5% of the rateable value
- The levy will be charged annually in full for each chargeable period (September – August) each year. No refunds will be available on the levy charged
- If a new hereditament joins during the year, then they will be added to the BID, and be liable for the levy at the next annual billing.
- Should a hereditament have their rateable value re-assessed, this will be updated at their next annual billing
- The BID levy will have to be paid by a new ratepayer occupying an existing or new rateable property within the BID area up until the end of the five-year term on 3rd September 2029, even if they did not vote in the Ballot
- The levy may be amended on an annual basis in line with inflation, at a rate to be agreed by Your Eastbourne BID Board, to a maximum of 2%
- The BID levy will be spent entirely to service the area within the identified boundary and ringfenced for BID projects and it's operational costs.
- There will be no VAT applied to the BID levy, and VAT cannot be reclaimed by levy payers

Empty Premises and Liability

- Liability for the BID levy will fall upon the ratepayer for the property
- Where a hereditament is untenanted, the eligible ratepayer will be liable for the BID levy with no void period
- If the property is empty, liability will fall upon the person or organisation entitled to possession of the property in accordance with National Non-Domestic Rate Regulations

Collecting the Levy

- The BID levy will be collected by Eastbourne Borough Council annually on 4th September
- The Council will reimburse Your Eastbourne BID Ltd with the BID levy in its entirety on a regular basis as the levy is collected throughout the year
- Eastbourne Borough Council will charge a maximum of 3% of the levy collected or £35 per hereditament – whichever is lower.

Reliefs, Exemptions and Alteration Provision

- There is no cap to the levy.
- Charities who do not make money selling goods in a retail shop and NHS premises which do not practice private health services are exempt from the levy
- Serviced tenancies who pay a charge to The Beacon for security and marketing will receive a 15% discount on the total levy payable

Variation and Alteration Policy

- To provide a responsive BID, all budget headings and project costs can be altered within the constraints of the revenue received through the levy, and the BID Board will be empowered to move funds between budget headings providing that the BID's aims are adhered to.
- The BID area and the BID levy percentage (with the exception of any annual increase for inflation – at no more than 2%) cannot be altered without an Alteration Ballot



3. Copy of notification of letter to Secretary of State

- We notified the Secretary of State of our intention to hold a ballot on the 18th of February 2024. Copy of the letter can be found in appendix 2.



4. Agreements

Draft Operating Agreement between Your Eastbourne BID and Eastbourne Borough Council

OPERATING AGREEMENT

between

EASTBOURNE BOROUGH COUNCIL

and

YOUR EASTBOURNE BID LIMITED

A company limited by guarantee



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Schedule 1 – The BID Levy Rules
Schedule 2 – Plan of the BID Area

Dated the _____ day of _____ 2019
Between
EASTBOURNE BOROUGH COUNCIL (“the Council”) of 1 Grove Road, Eastbourne, BN21 4TW

YOUR EASTBOURNE BID LIMITED a Company Limited by Guarantee (“the BID Company”) whose registered office is 49 Gildredge Road, Eastbourne, BN21 4RY.

(together a “party or parties”)

Background

The Council is the billing authority for the purposes of the Local Government Act 2003 and is responsible for collecting the BID Levy and administering the BID Revenue Account which shall be used towards the operation of the BID within the area of the Council and the funding of the BID Arrangements

With effect from 4 September 2019, the BID Company will become responsible for the operation of the BID and for using the BID Levy for the purposes of achieving the objectives and aspirations set out in the BID Arrangements

Both parties wish to confirm the arrangements by which the BID Levy is collected together with general arrangements as to the relationship to be established between the Council and the BID Company for the duration of the BID.

The purpose of this Agreement is to:

establish the procedure for setting the BID Levy.

confirm the basis upon which the Council will be responsible for collecting the BID Levy.

set out the enforcement mechanisms available for collection of the BID Levy.

set out the procedures for accounting and transference of the BID Levy.

provide for the monitoring and review of the collection of the BID Levy.

confirm the manner in which the Council's expenses incurred in collecting the BID Levy shall be accounted for.

provide for the monitoring and review of the spending of the BID Levy by the BID Company and its internal control arrangements.

It is agreed as follows:

1 Definitions

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

“Balancing Payment” means the difference between the sum of the First and Second Advance Payments and the actual total sum of the BID Levy collected by the Council for the relevant Financial Year as ascertained by Council and notified to the BID Company within three (3) calendar months after the end of the financial year in question. If the aggregate of the two former payments exceed the latter, it is negative, if the aggregate of the former payments is less than the latter, it is positive;

“BID” means Business Improvement District as defined by the Local Government Act 2003 Part 4 and The Business Improvement Districts (England) Regulations 2004

“BID Area” is identified on the map in Schedule 2;

“BID Arrangements” means those arrangements to be put in place pursuant to the Regulations for the operation of the BID;

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

the total income and expenditure of the BID Levy;

other income and expenditure of the BID Company not being the BID Levy;

a statement of actual and pending deficits; and

the various initiatives and schemes upon which the BID Levy has been expended by the BID Company analysed in line with the agreed BID Proposals;

“**BID Internal Control Arrangements**” means the arrangements put into place by the BID Company under Clause 3.2 as revised from time to time under Clause 3.2 following an independent review;

“**BID Levy**” means the charge to be levied and collected within the BID area pursuant to the Regulations;

“**BID Levy Payer(s)**” means the non-domestic rate payers responsible for paying the BID Levy;

“**BID Levy Rules**” means the rules set out in Schedule 1 of this Agreement which sets out how the BID Levy will be calculated, details of Exempt Properties and other requirements related to the BID Levy (as may be amended by a successful alteration ballot pursuant to the Regulations);

“**BID Proposals**” means the BID Company’s BID Proposals as set out in the BID Business Plan;

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

“**BID Term**” means the period commencing on the Operational Date and expiring on 03 September 2024;

“**CLA**” means the Commission for Local Administration;

“**Confidential Information**” means:

All information relating to this Agreement which includes, but is not limited to, commercial, financial, technical, operational or other information in whatsoever form (including information disclosed orally) which concerns the business and affairs of a party including information disclosed prior to the date of this Agreement, where one party can demonstrate to the other party that disclosure would cause considerable harm;

All information reasonably designated as such by either party in writing together with all other information which relates to the business, affairs, products, developments, trade secrets, know-how, personnel, customers and suppliers of either party being information where one party can demonstrate to the other party that disclosure would cause considerable harm;

Any information which is agreed by the parties at the Execution Date or any time prior to publication of this Agreement or any part of it under the Freedom of Information Act 2000 or any other legislation as being commercially sensitive;

“**Confidentiality Expiry Date**” means the date one (1) year following the expiry of the BID Term;

“Contributors” means the BID Levy Payers or other contributors making voluntary contributions to the BID Company;

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

“Dispute Resolution Procedures” means the procedures set out in Clause 16;

“GDPR” means the General Data Protection Act 2018;

“EEA State” means a state which is a contracting party to an agreement on the European Economic Area pursuant to Section 70 DPA;

“Execution Date” means the date of the execution of this Agreement by the parties;

“Exempt Properties” means those class or classes of properties as identified in the BID Levy Rules which shall be exempt from any requirement to pay the BID Levy;

“Financial Year” means the period of twelve (12) consecutive months from 4th September to the following 3rd September;

“First Advance Payment” means the amount collected from BID Levy payers.

“FOIA Scheme” means the Council’s current published scheme under Section 19 Freedom of Information Act 2000;

“Hereditament” shall have the same meaning as defined in Regulation 1 (2);

“Legislation” means any Act of Parliament or subordinate legislation within the meaning of Section 21 (1) of the Interpretation Act 1978, any exercise of the Royal Prerogative, and any enforceable community right within the meaning of Section 2 of the European Communities Act 1972, in each case in the United Kingdom;

“Liability Order” has the meaning given in Regulation 10 of the 1989 Regulations;

“Operational Date” means 1 November 2019 being the date upon which the BID Arrangements come into force;

“Personal Data” is defined by GDPR 2018;

“Public Meeting” means the meeting to be held of all BID Levy Payers pursuant to Regulation 18(1)(a)(ii);

“Regulations” means the Business Improvement Districts (England) Regulations 2004 SI 2004 No. 2443 and such amendments made from time to time by the Secretary of State pursuant to Section 48 Local Government Act 2003;

“Relevant Authority” means any court with the relevant jurisdiction and any local, national or supra-national agency, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom or of the European Union;

“Reminder Notice” means the notice to be served by the Council pursuant to Clause 7.2;

“Second Advance Payment” means the amount collected from the BID Levy payers less the amount of the First Advance Payment for such Financial Year;

“Working Day” means a day (other than a Saturday or a Sunday) on which banks are open for domestic business in the city of London;

“1989 Regulations” means the Non Domestic Rating (Collection and Enforcement) (Local Lists) Regulations 1989 SI 1989 No 1058.

Statutory Authority and Interpretation

This Agreement is made pursuant to Part 4 of the Local Government Act 2003 and the Regulations.

This Agreement shall be interpreted according to the following provisions, unless the context requires a different meaning:

words importing persons shall, where the context so requires or admits, include individuals, firms, partnerships, trusts, corporations, governments, governmental bodies, authorities, agencies, unincorporated bodies of persons or associations and any organizations having legal capacity;

references to any statutes and statutory instruments are to be construed as references to those statutes and statutory instruments as from time to time amended or to any statutes and statutory from time to time replacing, extending, consolidating or amending the same.

Calculating the BID Levy and BID Internal Control Arrangements

No later than fourteen (14) days prior to 4th September in each billing Year, the Council shall:

Calculate the BID Levy due from each BID Levy Payer in accordance with the BID Levy Rules; and

Confirm in writing to the BID Company the BID Levy payable annually by each BID Levy Payer.

The BID Company shall, within twenty (20) Working Days of the 1st April in each Financial Year, supply the Council with a copy of its BID Internal Control Arrangements which are designed to ensure that the BID Levy as passed by the Council to the BID Company under Clause 8 is spent effectively, efficiently and economically in accordance with the BID Proposals PROVIDED THAT:

The BID Company shall arrange for an independent review of the BID Internal Control Arrangements every twelve (12) months, the first review to be undertaken no later than 01 November 2024 and thereafter on or before the 1st April of each subsequent year.

The BID Company shall provide the Council with a copy of the related report and findings of the independent review and its proposals and timescales to consider the recommendations. Any agreed recommendations will be actioned as detailed in the report and findings no later than 8 weeks of the publication of the report and the findings.

The BID Company shall within one (1) month of supply to the Council of the information under Clause 3.2.2, confirm in writing to the Council any revision to the BID Internal Control

Arrangements and any other action taken in accordance with its proposals as disclosed under Clause 3.2.2.

If the BID Company shall fail to comply with its obligations under Clause 3.2.1 the Council may employ an independent person to carry out the review under Clause 3.2.1 and deduct all costs reasonably incurred in so doing from any payment due to the BID Company under Clause 8.

The BID Revenue Account

The Council shall set up the BID Revenue Account.

The BID Company shall provide the Council with details of its own bank account into which payments are to be made by the Council under Clause 8.

Debits from the BID Revenue Account and treatment of Credits

The Council shall seek a service charge of no more than 3% of the income collected to cover its costs of collecting the BID Levy. In addition the Council agrees that it shall only debit:

Sums equal to the First Advance Payment, the Second Advance Payment and the Balancing Payment under Clause 8; and

Bad or Doubtful Debts where the income has been collected;

Should the BID arrangement be terminated by the Council it is required under the regulations where there is a credit to the BID Revenue Account (after deducting a reasonable sum for the cost of administering payments), refund of at least £5 for each person who was liable to pay the levy immediately prior to the end of the BID arrangements. Where the amount is less than £5, the Council shall carry the credit balance in the BID Revenue Account to the general fund.

Collecting the BID Levy

The Council shall serve a Demand Notice on each BID Levy Payer at the start of each Financial Year and thereafter as necessary, and shall continue to calculate the BID Levy and serve Demand Notices in each Financial Year of the BID Term.

The Council shall maintain an accurate and up to date list which identifies payment and/or non payment of the BID Levy and shall make this available to the BID Company on a quarterly basis on a date to be agreed at the beginning of each Financial Year.

BID Levy Payer queries regarding the BID or levy will be dealt with by the BID Company. Queries that are received directly by the Council will be referred to a named contact provided by the BID Company for resolution. Queries regarding payments and payment arrangements will be dealt with by the Council.

If the BID Company determines that there has been a change which may affect the amount of the BID Levy for the current or a future financial year or is aware of any change in the occupier of a

hereditament or the merger or division of a hereditament (or provision of an additional hereditament) the BID Company shall inform the Council in writing accordingly. In accordance with Council procedures any appropriate changes will then be made to the BID Company's account by the Council.

The Council shall use all reasonable endeavours, which are consistent with its usual procedures for the collection of non-domestic rates, to collect the BID Levy on the date specified (pursuant to Clause 6.1.) and thereafter on an annual basis and in accordance with the procedure set out in Schedule 4 of the Regulations.

Enforcement of payment of the BID Levy

In the event that the BID Levy is not paid by a BID Levy Payer within 30 days of issue of the Demand Notice, the BID Company will contact the Levy Payer in the first instance by telephone or email to arrange payment.

In the event that the BID Levy remains unpaid after the initial contact from the BID Company the Council shall serve a Reminder Notice on such relevant BID Levy Payer which shall:

identify the sum payable;

provide a further seven (7) days for payment to be made;

confirm that the Council will apply to the Magistrates' Court for a Liability Order to recover the unpaid Bid Levy (together with costs).

If after a further seven (7) days from the payment date stated in the Reminder Notice the outstanding amount of the BID Levy has not been paid by the Bid Levy Payer, the Council shall make arrangements for an application to be made to the Magistrates' Court summoning the BID Levy Payer for non-payment of the BID Levy. The BID Levy Payer will be responsible for paying the court costs.

If the outstanding amount of the BID Levy (together with costs) is not paid in full by the court date, the Council shall make an application to the Magistrates Court to be granted a Liability Order to recover the outstanding sum of the BID Levy (and costs) as is permitted by the Regulations and the 1989 Regulations.

If payment is not made within seven (7) days following the granting of a Liability Order the case will be passed to the Council's appointed Enforcement Agents for recovery of the debt.

Payment to the BID Company and Reconciliation

No later than 45 (forty five) Working Days following the Execution Date or Operational Start Date (whichever is the later), the Council shall pay the BID Company the First Advance Payment. In the following Financial Years the Council shall pay the BID Company the First Advance Payment (45 working days following the 1st Oct) in each of those Financial Years.

No later than 45 (forty five) Working Days after the sixth month following the Execution Date or Operational Start Date (whichever is the later) the Council shall pay the BID Company the

Second Advance Payment. In the following Financial Years the Council shall pay the BID Company the Second Advance Payment on 45 working days and six months following the execution date or operational start date in such Financial Years.

Except in the first year, no later than 31 January after the end of each Financial Year, the Balancing Payment shall be payable. If it is negative, it shall be payable to the Council by the BID Company, and, if it is positive, it is payable by the Council to the BID Company.

The BID Company will invoice the Council for the levy, charging the appropriate level of VAT.

Performance Monitoring

By 31st December in each billing Year, the Council shall provide the BID Company with an accurate and up to date report setting out in respect of the previous Financial Year the following information:

- the amount of BID Levy for each individual BID Levy Payer;
- the BID Levy collected in relation to each BID Levy Payer;
- details (together with the outstanding unpaid sum) of those BID Levy Payers who have not paid the BID Levy in full;

Additional Information

By 31st January in each Financial Year, the BID Company shall provide the Council with an accurate and up to date report containing the following details for the previous Financial Year:

- the total amount of income received from the Contributors (excluding the BID Levy);
- the total expenditure incurred and committed;
- the total expenditure by the BID Company on each head of expenditure and services in the BID Proposals;

The Parties shall review the operation of this Agreement and shall meet within six (6) weeks of the issue of the Council's report under Clause 9.1 and the Bid Company's report under Clause 9.2 in order to:

- review the effectiveness of the collection and enforcement of the BID Levy;
- if required, review and assess the information provided by the Council and the BID Company pursuant to Clauses 9.1 and 9.2;
- make any recommendations for implementation as may be agreed (and which are permitted by the Regulations and this Agreement);

Termination

The Council may not terminate the BID Arrangements under Regulation 18(1)(a) of the Regulations unless it shall have first served written notice on the BID Company and, in addition to holding a Public Meeting, shall have met with the BID Company as soon as is reasonably practicable to discuss and review the following:

the basis of the Council's view that the BID Company has insufficient finances to meet its liabilities for the relevant period;

the amount of its funds; and

alternative means by which the deficit can be remedied, and shall have allowed the BID Company a reasonable timescale within which to specify a financial solution that is acceptable to the Council.

The Council may not terminate the BID Arrangements under Regulation 18(1)(b) of the Regulations unless it shall have first served written notice on the BID Company setting out its intention to do so and shall have met with the BID Company as soon as is reasonably practicable to discuss and review the following:

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

whether such works or services are of material importance to the BID so that termination of the BID Arrangements is the only option;

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

alternative replacement services or works which will be acceptable to the BID Company; and shall have afforded the BID Company a reasonable timescale within which to specify a practical solution that is acceptable to the Council.

If the BID Company shall fail to attend a meeting at a time specified by the Council on a Working Day following the giving of five (5) Working Days' notice then the Council shall have discharged its obligations under Clause 10.1 or 10.2 as appropriate to meet with the BID Company.

In the event that the Council is not satisfied with the solutions offered by the BID Company under Clauses 10.1 or 10.2 as appropriate or if no solution is offered, and subject to consideration of representations made by any BID Levy Payer at the Public Meeting then the Council shall be permitted to terminate the BID Arrangements provided that notice by the Council to terminate the BID shall be provided to the BID Company no less than twenty eight (28) days prior to termination taking place.

Upon termination of the BID Arrangements the Council shall ascertain whether there is a credit in the BID Revenue Account and in the event that there are sufficient funds in the BID Revenue Account amounting to a refund of at least £5 for each BID Levy Payer (having already deducted a reasonable sum for the administration of such refund) then the Council shall:

calculate the amount to be refunded to each BID Levy Payer;

ensure that the amount to be refunded is calculated by reference to the amount payable by each BID Levy Payer for the last chargeable period; and

make arrangements for the amount calculated to be credited against any outstanding liabilities of each BID Levy Payer or, where there are no such liabilities, refunded to the BID Levy Payer.

Upon termination of the BID the Council shall notify the BID Levy Payers of such termination in accordance with Regulation 18(6) of the Regulations together with confirmation as to whether any part of the BID Levy is to be repaid to BID Levy payers in accordance with Clause 10.5.

The BID Company shall not terminate the BID Arrangements if:

the works or services under the BID Arrangements are no longer required; or
the BID Company is unable, due to any cause beyond its control to provide works and services which are necessary for the BID to continue;
unless and until it shall have first served a written notice on the Council setting out its intention to do so and setting out full particulars as to how such decision has been reached and allowed the Council at least twenty eight (28) days to submit written representations for consideration by the BID Company and thereafter carried out a proper consultation with all relevant representatives, including representatives of the business community of the BID Area as considered appropriate by the Council.

Upon termination of the BID Arrangements the BID Company shall notify the Council of such termination in accordance with Regulation 18(5) and the Council shall notify the BID Levy Payers pursuant to Regulation 18(6) together with confirmation as to whether any part of the BID Levy is to be repaid to BID Levy Payers in accordance with Clause 10.5.

Confidentiality

The parties shall not disclose any Confidential Information and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any Confidential Information.

Clause 11 shall not apply to:

any disclosure of Confidential Information that is reasonably required by persons engaged in the performance of its obligations under the Agreement;

any Confidential Information which a party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this Clause 11;

any disclosure to enable a determination to be made under the Dispute Resolution Procedures;

any disclosure which is required by any Legislation (including any order of a court of competent jurisdiction), any Parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law;

any disclosure of Confidential Information which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;

any disclosure of Confidential Information by the Council to any other Relevant Authority;

any disclosure for the purpose of the examination and certification of a party's accounts;

any examination pursuant to the Audit Commission Act 1998 of the economy, efficiency and effectiveness with which the Council has used its resources;

disclosure to a party's professional advisers;

disclosure to the Council's members;

any disclosure required or permitted by the Freedom of Information Act 2000 or in compliance with the FOIA Scheme;

any disclosure made by a party following the prior written consent of the party owning the Confidential Information;

any disclosure made by a party where it has requested the owning party to consent to such disclosure and the owning party has either:

failed to respond within 10 Working Days of the issue of such request;

refused such request and has failed to set out its reasons for such refusal; or

unreasonably refused to grant such consent or has granted it on terms or subject to conditions which are unreasonable;

any disclosure made following the Confidentiality Expiry Date.

Where disclosure is permitted under Clause 11.2, other than Clauses 11.2.4, 11.2.7, 11.2.8 and 11.2.12, the recipient of the information shall be made subject to the same obligation of confidentiality as that contained in this Agreement.

For the purposes of the Audit Commission Act 1998 the District Auditor may examine such documents as he may reasonably require which are owned, held or otherwise within the control of the BID Company and may require the BID Company to produce such oral or written explanation as he considers necessary.

CLA may investigate complaints of injustice in consequence of maladministration against the Council under the Local Government Act 1974 which can include complaints relating to the BID Arrangements. If such a complaint is made the BID Company shall:

fully and promptly answer whether oral or written communications from the CLA and shall send the Council a copy of any communication to the CLA at the same time as it is sent to the CLA;

co-operate fully and courteously in any investigation by the CLA;

fully and promptly respond to any communication from the Council concerning the complaint so that the Council may answer any issue raised by the CLA directly with the Council;

Pay to the Council any compensation paid as a result of a finding of maladministration if and to the extent that maladministration was caused to by any act or omission of the BID Company subject to a maximum of two thousand pounds.

In relation to all Personal Data, the BID Company shall at all times comply with the GDPR as a data controller if necessary, including maintaining a valid and up to date registration or notification under the GDPR covering the data processing to be performed in connection with the BID Arrangements.

The BID Company shall only undertake processing of Personal Data reasonably required in connection with the BID Arrangements and shall not transfer any Personal Data to any country or territory which is not an EEA state

The BID Company shall not disclose Personal Data to any third parties other than: to employees to whom such disclosure is reasonably necessary in order for the BID Company to carry out the BID Arrangements

to the extent required under a court order,

PROVIDED THAT disclosure under Clause 11.6.2.a) is made subject to written terms substantially the same as, and no less stringent than, the terms contained in this Clause 11.6 and that the BID Company shall give notice in writing to the Council of any disclosure of Personal Data it is required to make under Clause 11.6.2 a) immediately it is aware of such a requirement. The BID Company shall bring into effect and maintain all technical and organizational measures to prevent unauthorised or unlawful processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data including but not limited to take reasonable steps to ensure the reliability of staff having access to the Personal Data and the Council may be entitled to obtain from the BID Company , at reasonable intervals (but not more than once in any Financial Year), a written description of such technical and organisational methods.

Notices

Any notice shall be sufficiently served if served personally on the addressee, or if sent by prepaid first or second class or recorded delivery post, to the correct address set out in Clause 12.2.

The Council’s and the BID Company’s addresses are as set out in the Address Table:

ADDRESS TABLE			
	POSTAL ADDRESS	FACSIMILE TRANSMISSION No.	E-MAIL ADDRESS

Council	1 Grove Road, Eastbourne, BN21 4TW	n/a	customerfirst@lewe s- eastbourne.gov.uk
BID Company	49 Gildredge Road Eastbourne BN21 4RY	n/a	info@youreastbour nebid.com

The Council and the BID Company may by notice to the other party change its address for service as indicated in Clause 12.2 or in any previous notice issued under Clause 12.1 take effect no earlier than seven (7) days from the service of such notice.

Any notice served in accordance with Clause 12 shall be presumed to have been received at the time stated in the Service Table:

SERVICE TABLE			
	METHOD OF SERVICE	TIME OF RECEIPT	ADDITIONAL FORMALITIES REQUIRED
1.	Personal Service	Time of service	None
3.	Second Class Post	On the second Working Day after the date of posting	None

Miscellaneous

For the avoidance of doubt where any part of this Agreement is incompatible with the Regulations or any other regulations which the Secretary of State may issue pursuant to Part IV of the Local Government Act 2003 then the parties shall endeavour to agree an amendment to the Agreement and if they fail to reach agreement, either party may institute the Dispute Regulations Procedures.

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

References to the Council include its successors to its functions as a billing authority.

A reference to any Act of Parliament or to any Order, Regulation, Statutory Instrument, or the like shall include a reference to any amendment or re-enactment of the same.

This Agreement constitutes the entire agreement and understanding of the parties as to the subject of this Agreement and, save as may be expressly referred to or referenced in this Agreement supersedes all prior representations, writings, negotiations or understandings with respect to this Agreement except in respect of any fraudulent misrepresentation made either by the Council or the BID Company.

Rights and Duties Reserved

For the avoidance of doubt it is hereby agreed and declared that nothing in this Agreement, express or implied, shall prejudice or affect the Council's rights, powers, duties and obligations in the exercise of its functions as a local authority and the rights, powers, duties and obligations of the Council under all public and private statutes, bye-laws, orders, regulations and statutory instruments may be fully and effectively exercised in relation to the subject matter of this Agreement and any consent, approval, licence or permissions required under this Agreement unless stated otherwise shall be in addition to, and not in substitution for, any consent, approval, licence or permissions required to be obtained under any statute, bye-laws or other Legislation.

Contracts (Rights Of Third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement. Therefore a person who is not a party to this Agreement shall not be able to enforce any of its terms against either the Council or the BID Company.

Dispute Resolution

The following provisions shall apply in the event of a dispute:

16.1 Resolution by Senior Officers

Any dispute or difference of any kind whatsoever arising between the parties out of or in connection with this Agreement shall first be discussed by the Chairman of the BID Company and the Council's Director of Service Delivery (or their respective nominated representatives).

Mediation

If the parties are unable to resolve the dispute under Clause 16.1 they may decide to refer the dispute to mediation on the terms of the latest model mediation procedure produced by the Centre for Effective Dispute Resolution, subject to the proviso that any such mediation shall be completed within four (4) weeks of referral (or such longer period as the parties may agree).

Arbitration

Save where the parties have agreed in writing that a decision under Clause 16.1 or an agreement reached at or during mediation under Clause 16.2 as appropriate, is to be final and binding, either party may refer the dispute to arbitration before a single arbitrator as follows:

If the parties shall fail to agree upon an arbitrator within twenty eight (28) days of one party serving upon the other a written notice to concur in the appointment of an arbitrator, then the arbitrator shall be appointed by the President or the Vice President of the Chartered Institute of Arbitrators.

The Arbitration Act 1996 shall apply to such arbitration.

The arbitrator shall have power to open up, review and revise any certificate, opinion or decision of the Council.

The parties hereby agree and consent pursuant to Sections 45(2)(a) and 69(2)(a) of the Arbitration Act 1996 that either party;

may appeal to the High Court on any question of law arising out of an award made in an arbitration under this Agreement;

may apply to the High Court to determine any question of law arising in the course of the reference;

and the parties agree that the High Court should have jurisdiction to determine any such question of law.

Subject to Clause 16.3.4, the award of the arbitrator shall be final and binding on the parties.

The parties agree that the maximum recoverable costs which may be awarded to the successful party in the arbitration shall not exceed one half of the sum claimed by the Claimant in the arbitration (“the Claim Sum”). The Claim Sum is the aggregate of the total damages specified in the Claimant’s Points of Claim or Statement of Case, and the total interest so specified (excluding in both cases any sums which are not quantified) notwithstanding any subsequent amendment of the same.

The parties agree pursuant to Sections 61 and 62 of the Arbitration Act 1996 that, if the total sum (including interest) awarded to the Claimant in the arbitration (less any sum (including interest) awarded to the Respondent in a counterclaim in the arbitration) does not exceed 20% of the Claim Sum as defined by Clause 16 then the arbitrator in determining how costs are to be allocated shall not (if he is minded to make an award in the Claimant’s favour) award the Claimant more than the lesser of:

50% of the maximum recoverable costs as defined and limited by reference to Clause 16.3.6.

50% of the Claimant’s recoverable costs.

IN WITNESS of which this Agreement has been executed by the parties as a DEED

THE COMMON SEAL OF)
EASTBOURNE BOROUGH COUNCIL)



was affixed to this contract)
in the presence of:)

Authorised signatory

Print Name

Job Title

EXECUTED as a deed by YOUR EASTBOURNE BID LIMITED

.....
Director

.....
Director/Company Secretary

Schedule 1 – The BID Levy Rules

General

The Local Government Act 2003 enables the local authority to issue a demand for a BID Levy. The BID Levy is collected by the Council and held in a separate account for the exclusive use of the BID. The liable person to pay the BID Levy is the ratepayer liable for non-domestic rates in respect of the Hereditament.

Non-Domestic Rate Payers

The BID Levy will be applied to all eligible non-domestic ratepayers with Hereditaments in the BID Area who are identified in the valuation list issued by the Valuation Office Agency.

Chargeable Period

The chargeable period will be the BID Term namely a period of five (5) years from 4th September 2024 to 3 September 2029.

Percentage Levy

A 1.5% BID Levy will be applied to rateable values of £6,000 or greater as listed in the 2017 Local Non-domestic Rating List as at 1st April 2023. There will be a discount of 15% for Beacon Centre service charge payees in recognition of their existing payments towards security and marketing. No relief will be granted for void or partially empty properties, the liability falling to the owner or leaseholder (if an occupational lease exists).

Registered charities with no retail unit will be exempt from paying the BID levy.

Medical practices which only carry out NHS work will be exempt. Those operating private practices will pay the full levy.

Administration and Collection

The Council will be responsible for the billing, administration, collection and recovery of the BID Levy.

Removal of Hereditaments

If a Hereditament is removed from the Valuation Office listing or the Rateable Value drops below the levy threshold, no credit or refund will be made for the year in which the levy was collected.

New Hereditaments

If there are any new Hereditaments in the BID Area raised following the Operational Date the occupiers will be liable to pay a BID Levy based on the new rateable value applying to such Hereditaments (provided that the exemptions under Paragraphs 2 and 4 will apply).

Any new hereditaments will not be charged until their first annual billing.

Payment Date

The BID Levy is a charge based on rateable value. It is to be paid for the year in full in advance, the payment date being 4th September in all Financial Years or within fourteen (14) days of a demand notice being served whichever is the later. For the purposes of the BID Arrangements, a financial year is a period 365 days (366 in a leap year) from 4th September to 3rd September inclusive. The levy is an annual sum and will not be apportioned during the year when a ratepayer vacates or occupies a property.

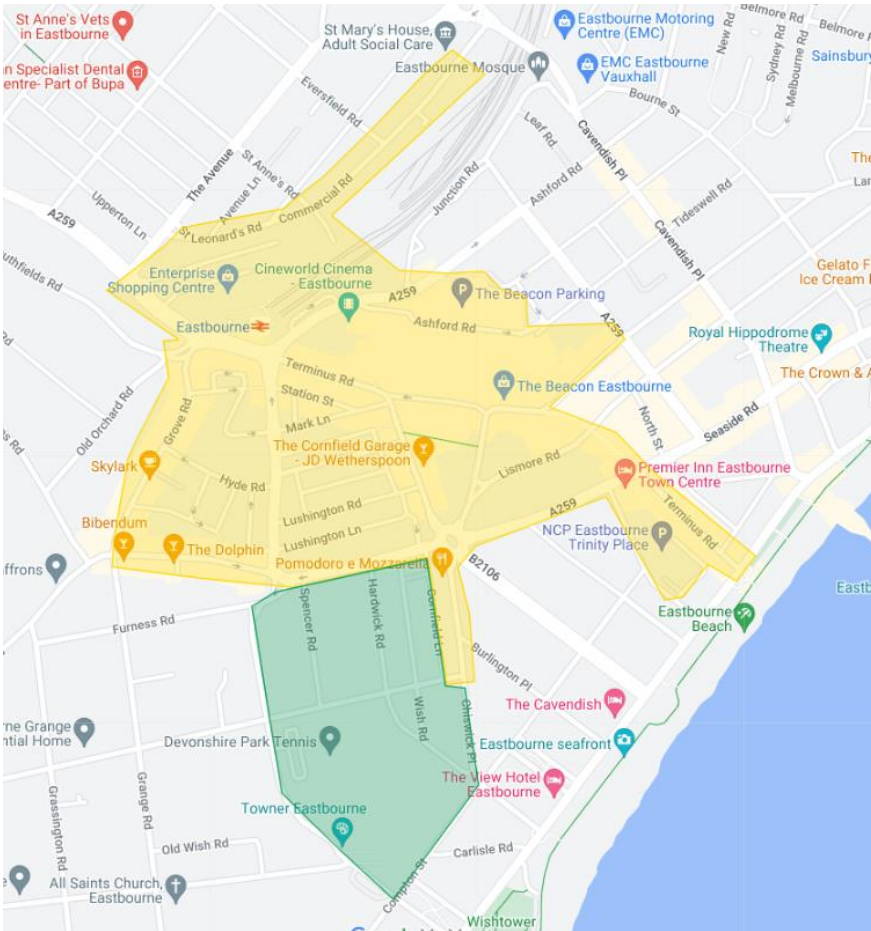
If a new property comes into the rating list part way through the year the levy will not be amended to reflect the change until the following year.

If a property undergoes a split or merger in the rating list during the year the levy will not be amended to reflect the change until the following year. If a property's rateable value is either increased or decreased the change will not take effect until the following year and no part of the levy will be credited.

Recovery

The non-payment of the BID Levy will be effectively pursued by the Council using all practical available enforcement options. This will include: the preparation, issuing and serving of summonses; the use of enforcement agents; committal action and insolvency proceedings. All of these actions may incur additional costs for which the BID Levy Payer will be liable.

Schedule 2 - BID Area



Baseline Services

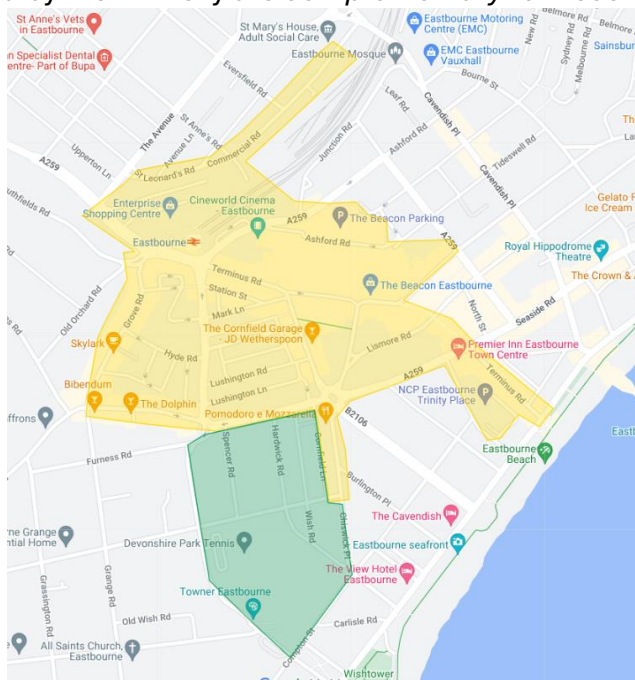
Eastbourne Town Centre Business Improvement District

Baseline Agreements 2024-2029*

- Due to Local Government cost pressures, our initial proposal is that these costs are reviewed on an annual basis as per national BID guidance. The baselines here are for 2024/2025.

The purpose of this baseline agreement is to set out, for the avoidance of doubt, the **STANDARD SERVICES** provided by Eastbourne Borough Council and East Sussex County Council within the BID area and to set the benchmark criteria against which the provisions of additional services will be assessed. These are services that Eastbourne Borough Council and East Sussex County Council are required to undertake as part of statutory functions.

Any services provided by the BID levy are *complementary* to these baseline services.



Service	Highways Maintenance
Head of Service	Dale Poore
Telephone	01273 335506
Email	Dale.poore@eastsussex.gov.uk

Baseline activity	<p>Maintenance and repair of the highway network whilst minimising disruption to the transport network and protecting infrastructure:</p> <ul style="list-style-type: none"> • Identified, programmed and prioritised capital schemes. • Inspections & Reactive works. • Emergency response. • Winter Maintenance.
Service specification	<p>As the Local Highway Authority, East Sussex County Council (ESCC) is responsible for the maintenance of the local highway network and has a statutory duty to deliver a safe, serviceable, and resilient highway network.</p> <p>The public highway network includes all roads, footpaths and verges which the highways authority has responsibility for. ESCC regularly inspect our network in accordance with the current Code of Practice for Highway Maintenance. The frequency of inspections depends upon the importance of the road and footpath in question. A busy main road and footpath may be inspected monthly while a minor estate road or rural lane may only be inspected annually. This is detailed in the East Sussex Highway Asset Inspection Manual – available online.</p> <p>The New Roads and Streetworks Act 1991 also places a duty on us to coordinate and regulate work carried out in the public highway by any organisation. An organisation includes contractors working for gas, waste, electricity and telecom companies as well as private works on behalf of individuals.</p>
Statutory or discretionary?	Statutory
Timing of activity	This is a daytime activity with an out of normal working hours emergency response service. Staffing and equipment
Staffing and equipment	<ul style="list-style-type: none"> • Network length = 8.3 km • Number of street lights = 301 • Number of illuminated signs = 156 • Number of illuminated bollards = 36 • Primary gritting route = 5 km • Monthly driven inspection = 2.8 km

	<ul style="list-style-type: none"> • Monthly walk inspection = 4.3 km • Quarterly walk inspection = 0.6 km • Six monthly walk inspection = 4 km
Key performance measures	<p>Maintaining / improvement of the National Performance Indicators through whole-life asset management approach.</p> <p>The County Council is committed to the development of good practice and continuous improvement through asset management, in line with National best practice and Government guidelines.</p> <p>Highway Asset Management is defined in 2004 County Surveyors' Society Framework for Highway Asset Management as:</p> <p><i>“A strategic approach that identifies the optimal allocation of resources for the management, operation, preservation and enhancement of the highway infrastructure to meet the needs of current and future customers.”</i></p> <p>This strategic, data-led approach ensures efficient and effective use of resources. We aim to maximise the value of our highway assets over their lifespan. This is achieved by monitoring closely their performance, the risk associated with those assets and the cost required to maintain them to a desired service level.</p> <p>East Sussex County Council recognises that by taking an asset management approach to its highway maintenance, investment can be targeted on long-term planned activities, preventing expensive short-term repairs. Maximising value for money, while maintaining a highway environment that is safe and accessible for our customers.</p>
Non-compliance procedure	n/a
Existing value of contract/ service	
Boundary area	As per agreed BID boundary.
Proposed additional BID activity	n/a
Cost of additional BID activity	n/a

Service	Street Lighting
Head of Service	Dale Poore
Telephone	01273 335506
Email	Dale.poore@eastsussex.gov.uk

Baseline activity	Provision/maintenance of street lighting within Eastbourne Town Centre, including all street lights, illuminated signs, bollards and floodlighting.
Service specification	Provision/maintenance of street lighting within Eastbourne Town Centre, including all street lights, illuminated signs, bollards and floodlighting.
Statutory or discretionary?	<p>Design, installation & maintenance of all street lighting assets are undertaken by East Sussex Highways division:</p> <ul style="list-style-type: none"> • Maintenance, repair or replacement of street lighting and illuminated signs, floodlighting and bollards. • The maintenance of an up-to-date electronic-based inventory of all units to ensure satisfactory management of the maintenance process and to enable annual assessment of the energy charge. • Cyclical maintenance and inspections on routine lamp changes/maintenance including night time audits. • Alterations to existing installations including column relocations and conversion of lights to newer more energy efficient technologies. • New lighting installations for Council highway schemes • All electrical and structural testing is undertaken by the East Sussex Highways' preferred contractor in accordance with best practice and Well-Lit Highways - Code of Practice for Highway Lighting Management Oct 2004, Updated August 2013. <p>Emergency call out facility is in place to cover any out of hours dangerous situations arising. Timing of activity</p>
Timing of activity	Discretionary - There is no statutory obligation to provide street lighting however all local authorities have a duty of care to ensure highway electrical equipment is maintained in a safe condition. All systems of public lighting will be maintained to a standard that ensures its safe, economic and effective operation.

Staffing and equipment	Ongoing - maintenance service operates 7 days a week, 24 hours a day. Emergency telephone number for fault reporting and on-line reporting capability linked to East Sussex Highways website.
Key performance measures	Staff (when required) 6 X FTE 1 X PT: including Delivery Manager, Technical Officer, Street Lighting Technician (PT), 2 x Electricians, 2 x Street Lighting Operatives. Equipment (when required): 2 x 14.5 metre MEWPS (cherry pickers) 1 x SL rig 18 Tonne
Non-compliance procedure	PS1 Lighting Installation (Core Investment Period). PS2 Lighting Performance and Planned Maintenance. PS3 Operational Responsiveness and Reactive Maintenance
Existing value of contract/ service	East Sussex Highways aim to repair standard problems within 10 days of a fault being reported. Emergency works are carried out within 2 hours of the fault being reported. UK Power Network are responsible for the maintenance of the cables and electricity they have their own timescales for repair. Electrical testing is undertaken to BS7671 and completed on all street lights within a minimum six-year period as per requirements. All results are recorded on the County Council's asset management database. Structural inspections and risk assessments will be undertaken on a regular basis, during planned maintenance programme, to ensure all equipment is in a safe condition. The results of these inspections will be recorded in the County Council's asset management database. Where equipment is found to have a serious structural defect then such equipment will be replaced as soon as possible.
Boundary area	As per agreed BID Boundary
Proposed additional BID activity	Not known.
Cost of additional BID activity	Not known.

Service	Drainage
Head of Service	Dale Poore
Telephone	01273 335506
Email	Dale.poore@eastsussex.gov.uk

Baseline activity	Provision/maintenance of Drainage within Eastbourne Town Centre, including all gullies, chambers, catch pits and drainage pipes.		
Service specification	<p>East Sussex Highways is responsible for ensuring that rainfall flows away from road and pavement surfaces into the highway drainage system.</p> <p>We know the location of our gullies across the county, and we are currently building up our knowledge of the location of all other drainage assets across the county (including locations of all interconnecting pipes, manholes and outfalls).</p> <p>As below we have 317 gullies listed in the BID area.</p> <p>To help prevent highway floods, we carry out regular cleansing of the gullies, and where necessary we clear the connecting pipework.</p> <p>Rather than clear all gullies the same number of times each year, we have optimised our gully emptying frequencies. This means that we empty those gullies that often become blocked more frequently than those that don't.</p>		
Statutory or discretionary?	Statutory		
Timing of activity	This is a daytime activity with an emergency response service for out of normal working hours.		
Staffing and equipment	1 jetting crew		
Key performance measures	Gullies	Cleansing Cycle	
	8	9 months	
	154	12 months	
	59	18 months	
	96	36 months	
	Total: 317		
Non-compliance procedure	n/a		
Existing value of contract/ service			
Boundary area	As per agreed BID Boundary		
Proposed additional BID activity	Not known		

Cost of additional BID activity	Not known
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Service	CCTV
Head of Service	Insp Joanne Atkinson
Telephone	101
Email	Joanne.Atkinson@sussex.police.uk

Baseline activity	Public Space Surveillance and Security
Service specification	The Police will process personal / special category live time / legacy PFCCTV data under their statutory functions and where processing is necessary for the performance of a law enforcement task carried out for that purpose by a competent authority under the Data Protection Act 2018 Part 3 section 35(2)(b). The definition of statutory function for 'law enforcement purposes' is 'purposes of the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, including the safeguarding against and the prevention of threats to public security.
Statutory or discretionary?	Discretionary
Timing of activity	24/7/365, including bank holidays.
Staffing and equipment	Police staff, based in the security & surveillance team, located on site at Sussex Police headquarters in Lewes, East Sussex, and their supervisors. Twelve CCTV cameras and associated bid equipment.
Key performance measures	<p>Key Performance measures :</p> <ul style="list-style-type: none"> Arrests Recorded Incidents monitored Contributed to Arrests Initiated Arrest Initiated Incidents Incidents resolved <p>All users of the CCTV system must adhere to the stipulations of the Data Protection Act 2018, UK General Data Protection Regulation (UK GDPR), the Human Rights Act 1998, the Freedom of Information Act 2000, and the Regulation of Investigatory Powers Act 2000 (RIPA).</p>
Non-compliance procedure	Sussex Police performance management procedures

Existing value of contract/ service	£6, 018.38 (pro-rata annual maintenance & data charge for 12 of 17 cameras).
Boundary area	As per agreed BID boundary
Proposed additional BID activity	Not yet known
Cost of additional BID activity	Not yet known

Service	Street Cleansing
Head of Service	Melanie Thompson
Telephone	5227
Email	melanie.thompson@eastbourne.gov.uk

Baseline activity	Street cleansing of the Eastbourne Town Centre		
Service specification	The Contractor is required to cleanse all streets, roads and other paved areas, soft landscapes in Highway areas, parades, beaches and Downland, and empty all litter bins and dog bins, throughout the Partnership area disposing of all arisings to the Delivery Points as directed and in accordance with the legislation. [Borough wide]		
Statutory or discretionary?	Statutory		
Timing of activity	6.00-22.00 Daily [Town centre area]		
Staffing and equipment	Contracted service with Kier. Staffing levels fluctuate depending on seasonal requirements.		
Key performance measures	Measure		
	NI195 Inspections 3 x per year		
Non-compliance procedure	Default process built into the contract for failing to reach the contract standard		
Existing value of contract/ service	£1,069,041.53 [Borough Wide]		
Boundary area	Borough Wide		
Proposed additional BID activity			

Service	Christmas Lights
Head of Service	Lisa Rawlinson
Telephone	
Email	lisa.rawlinson@eastbourne.gov.uk

Baseline activity	Christmas lights grant
Service specification	Eastbourne Borough Council will fund £7k as a contribution towards the Christmas lights.

Statutory or discretionary?	Discretionary
Timing of activity	November – January
Staffing and equipment	None

Service	Bed Maintenance
Head of Service	Lee Michael
Telephone	
Email	lee.michael@eastbourne.gov.uk

Baseline activity	EBC carry out bed maintenance
Service specification	Eastbourne Borough Council will fund £7k as a contribution towards the Christmas lights.
Statutory or discretionary?	Discretionary
	<p><i>Medium Level Maintenance</i></p> <p>i) <i>Weed and Litter Removal</i> <i>Each border must be at least 80% weed free, and must be kept free of litter and any other debris. The entire bed will be kept cultivated / forked over to remove footprints and relieve compaction (See item 24.04)</i></p> <p>iii) <i>Mulching</i> <i>All beds (except those that are unsuitable for mulching ie steep banks) will be mulched using a bark mulch to a depth of 75mm on an annual basis. This work will take place during or after the final maintenance visit each year.</i></p>