

BASELINE AGREEMENT

Dated: [to be dated]

BLACKPOOL BOROUGH COUNCIL
(the Council)

BLACKPOOL BUSINESS IMPROVEMENT DISTRICTS LTD
(the BID Company)

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Baseline Agreement for Provision of Standard Services

Dated

Between

- (1) **BLACKPOOL BOROUGH COUNCIL** (the Council) of Bickerstaffe House, One Bickerstaffe Square, Blackpool FY1 3AH and
- (2) **BLACKPOOL BUSINESS IMPROVEMENT DISTRICTS LTD** (the BID Company) registered as a company limited by guarantee in England with number 13506605 whose registered office is at Empress Buildings, 97 Church Street, Blackpool FY1 1HU.

Recitals

- A The Council is the local authority for the purposes of the Local Government Act 2003 and is responsible for 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 BID Proposal
- 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 to set the Benchmark Criteria against which the provision of the Standard Services is to be assessed.

It is agreed:

Definitions

Benchmark Criteria¹ means the standards and industry practices against which the provision of Standard Services is to be assessed the principles of which are set out in Schedule 3

BID Area means that area within which the BID operates (the mapped area within the Business Plan)

¹ It may well be that in setting out the Baseline criteria the actual "level" of service to be provided will already be set out (e.g., Bin collection 3 times a week between the hours of 0900-1100) in which case the Benchmark criteria may not be necessary.

BID means the Business Improvement District which is managed and operated by the BID Company

BID Proposal means the Business Plan voted for by the BID Levy Payers which sets out the objectives of the BID

Complementary Services(s) means those services which are additional or enhanced services provided by the Council in collaboration with the BID Company that go beyond the statutory baseline services.

Complementary Services Agreement(s) (or Partnership Agreement(s)) means any agreement entered into on between the Council and the BID Company for the provision of services within the BID Area which are complementary to the Standard Services. Some existing complementary services are listed in Schedule 2.

Complementary Service Provider means the provider of a Complementary Service

Failure Notice means a notice served by the BID Company which:

- (a) sets out the Standard Service which the notice relates to.
- (b) states which of the Benchmark Criteria are not being adhered to by the contractor or provider of the Standard Service.
- (c) requests the Council to liaise directly with the provider or contractor for the purposes of securing compliance with the Benchmark Criteria

Operating Agreement means the agreement entered into on 1st April 2026 between the Council and the BID Company which sets out various procedures for the collection monitoring and enforcement of the BID Levy

Regulations means The Business Improvement Districts (England) Regulations 2004 and such amendments to those regulations which may be made by the Secretary of State pursuant to Section 48 of the Local Government Act 2003 (from time to time)

Standard Services means those services which are provided by the Council within the BID Area [and the remainder of its Borough] as set out in Part 1 of Schedule 1 which identifies those services which it is required to undertake as part of its statutory function as local authority and Part 2 of Schedule 1 which identifies those services undertaken which are additional services to those usually provided as part of its statutory function

Standard Services Review Panel means the panel to be set up consisting of Director of Community and Environmental Services and two of other Council representatives and the Managing Director and Operations Manager from the BID Company.

Statutory Authorities

- 2.1 This Agreement is made pursuant to Part IV of the Local Government Act 2003, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers

Commencement

- 3.1 The terms of this Agreement shall take effect upon the date of this Agreement

The Council's Obligations

- 4.1 The Council agrees to the following:
 - 4.1.1 to provide the Standard Services within the BID Area at its own cost
 - 4.1.2 in the event that the Council is unable to continue to provide all or any part of the Standard Services within the BID Area on account of its being statutorily barred from doing so in respect of any of those Standard Services set out in Part 1 of Schedule 1 or its having insufficient funds to secure the provision of any of those Standard Services set out in Part 2 of Schedule 1 it shall carry out the following for the BID Company:

- (a) identify which part or parts of the Standard Services it is unable to provide.
- (b) provide a detailed explanation of why such identified Standard Service is to Be withdrawn; and
- (c) state the date upon which the Council will cease to operate the identified standard Service.

4.1.3 to implement such recommendations in the carrying out or provision of the Standard Services as may be made by the Standard Services Review Panel

4.1.4 Upon receipt of a Failure Notice from the BID Company to carry out a review of the performance of the contractor or provider of the Standard Service and to use reasonable endeavours to secure the improvement of the Standard Service from the contractor or provider to meet the Benchmark Criteria and in the event of a continued failure by such provider or contractor to meet the Benchmark Criteria to consult with the BID Company with regard to the appointment of an alternative contractor or provider for the relevant Standard Service.

4.1.5 Not to remove or change any contractor(s) responsible for providing the Standard Services without first serving no less that [2] months' written notice on the BID Company stating:

- (a) the removal or alteration of such contractor.
- (b) the Standard Service which such contractor is responsible for providing; and
- (c) the details of the new contractor appointed to provide the Standard Services(s)

Monitoring and Review

5.1 The Council and the BID Company shall set up the Standard Services Review Panel within 28 days from the date of this Agreement the purpose of which shall be to:

5.1.1 monitor the carrying out of the Standard Services

5.1.2 make any recommendations required pursuant to paragraph 5.1.1 (above) to the Council and the BID Company.

5.1.4 review any Failure Notices served by the BID Company and steps which should be taken to secure the proper carrying out of the Standard Services.

5.1.5 identify the need for any improvement or alteration to the Standard Services and/or Benchmark Criteria

Joint Obligations

6.1 Both the Council and the BID Company agree:

6.1.1 For the purposes only of monitoring the standard services to review and take account of any representations or recommendations made to them by the Standard Services Review Panel and take such action as may be appropriate

6.1.2 To carry out an annual review of the Standard Services to be provided and make such amendments to the level of services as may be required.

Permissions

7.1 The Council hereby grants permission to the BID Company and its officers to enter onto any land within the Council's Ownership or the highway for the purposes of the BID Company carrying out any function or service required for the operation of the BID.

Termination

8.1 This Agreement shall be terminated upon any of the following occurring:

- (a) the expiry of the BID Term provided that in the event the BID is renewed after the BID Term this Agreement shall, subject to the consent of both parties and any variations they may agree, continue to remain in force and of full effect.

- (b) the early Termination of the BID and the giving of relevant notices as required by the Regulations and the Operating Agreement; or
- (c) the agreement of both parties

Confidentiality

- 9.1 Both the Council and the BID Company agree to keep confidential and not to divulge to any person without the prior written consent of the other party all information (written or oral) concerning the business affairs of the other nor any information which has been exchanged about the BID Levy Payers or about other third parties which it shall have obtained or received as a result of operating the BID. This obligation shall survive the termination or lapse of the provision of the BID

Notices

- 10.1 Any notice or other written communication to be served or given to or upon any party to this Deed to the other shall be in writing and shall be sent to the address provided for above or such substitute address in England as may from time to time have been notified by that party.
- 10.2 A Notice may be served by
- 10.2.1 delivery to the Director of Community and Environmental Services at the Council's address or specified above.
 - 10.2.2 delivery to the Managing Director at the BID Company's address specified above
 - 10.2.3 registered or recorded delivery post.
- 10.3 Any notice served shall be deemed to have been validly served or given at the time when in the ordinary course of business, it would have been received.

Miscellaneous

- 11.1 For the avoidance of doubt where any part of this Agreement is incompatible with the Regulations or any other regulations which the First Secretary of State may issue pursuant to Part IV of the Local Government Act 2003 then such part shall be struck out and the balance of this Agreement shall remain
- 11.2 The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed
- 11.3 For the avoidance of doubt the provisions of this Deed (other than those contained in this Clause) shall not have any effect until this document has been dated
- 11.4 Where reference is made to a Clause, Part, or Recital such reference (unless the context requires otherwise) is a reference to a clause, part, plan, or recital attached to this Deed
- 11.5 References to the Council include any successors to its functions as local authority
- 11.6 References to statutes, bye laws, regulations, orders, delegated legislation shall include any such instrument re-enacting or made pursuant to the same power

Exercise of the Council's Powers

- 12.1 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 statute byelaws statutory instruments orders and regulations in the exercise of its functions as a local authority

Contracts (Rights of Third Parties)

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

Arbitration

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

14.1.1 Any dispute or difference of any kind whatsoever arising between the parties hereto out of or in connection with this Agreement shall be referred to arbitration before a single arbitrator

14.1.2 The parties shall jointly appoint the arbitrator not later than 28 (twenty-eight) days after service of a request in writing by either party to do so.

14.1.3 If the parties are unable to agree within 28 (twenty-eight) days as to the appointment of such arbitrator then such arbitrator (hereinafter referred to as "the Tribunal") shall be appointed on the application of either party to the President for the time being of the Law Society

14.1.4 In the event of a reference to arbitration the parties agree to:

- (a) prosecute any such reference expeditiously; and
- (b) do all things or take all steps reasonably necessary to enable the Tribunal to deliver any award (interim, final or otherwise) as soon as reasonably practicable

14.1.5 The award shall be in writing signed by the arbitrator

14.1.6 The award shall be final and binding both on the parties and on any persons claiming through or under them]

Signed by

Print name

duly authorised for and on behalf of

BLACKPOOL BOROUGH COUNCIL

Signed by

Print name

duly authorised for and on behalf of

Blackpool Business Improvement Districts Limited

SCHEDULE 1 – THE STANDARD SERVICES

The purpose of this schedule is effectively to set the "baseline" for the services.

Part 1 should identify such services (within the relevant service area) which the Council is required to provide as part of this statutory duty (e.g., refuse, maintenance of highway etc.)

Street Cleansing Services

Code of practice on litter and refuse (modified Sept 2019)

Section 89(1) of the Environmental Protection Act 1990 places a duty on certain bodies to ensure that their land (or land for which they are responsible) is, so far as is practicable, kept clear of litter and refuse.

Grade A: No litter or refuse

Grade B: Predominately free of litter and refuse apart from some small items

Grade C: Widespread distribution of litter and/or refuse with minor accumulations

Grade D: Heavily affected by litter and/or refuse with significant accumulations

ZONE	Land Type	CLEANLINESS STANDARD			
		A	B	C	D
1	TOWN CENTRE	Acceptable	Acceptable	3 Hrs Response to acceptable standard	1 Hr Response to acceptable standard

Continuous cleaning for Town Centre Shopping areas bounded by Promenade, Queen Street, Cookson Street and Albert Road. These High Intensity areas to be maintained to acceptable standards from 8am – 6pm. The regular servicing of street litter bins to prevent them becoming full and or overflowing.

Definitions of Litter Grades



Grade A – no litter or refuse.



Grade B – predominantly free of litter and refuse except for some small items.



Grade C – widespread distribution of litter and refuse, with minor accumulations.



Grade D – heavily littered, with significant accumulations.

Part 2 of the Schedule should set out those services which the Council provides as part of its "standard" routine, but which are above those provided as part of its usual statutory function. The point here being that the BID Company should nonetheless consider this part of the standard service provided by the Council in that BID Levy funds should not be used to fund initiatives which the Council has already committed itself to/provide.

- a** To investigate complaints regarding graffiti in the public domain within 3 days.
- b** To remove graffiti where appropriate on Council owned property within 7 days.
- c** To use available powers to instigate the removal of graffiti from privately owned property or land.
- d** To investigate customer complaints in relation to fly tipping on adopted and un-adopted areas of land within 7 days.
- e** To investigate customer complaints in relation to back street dumping within 3 days.
- f** To carry out enforcement procedures in relation to back street dumping, with repeat offenders facing fixed penalty notice fines.
- g** To investigate reports of abandoned vehicles within 24 hours and instigate removal procedures.
- h** Environmental Enforcement Activities

Reactive response examples. The report of a “syringe” in a public open space will usually require a response within an hour of it being reported. The report of a dead animal on the roadside would require a varied response time depending on its location.

This list is not exhaustive and merely an example to assist users in categorising the request for service.

A: Emergency Response - Direct call to a NEAT Team Requiring Immediate Attention	<ul style="list-style-type: none"> • Dead animals on the highway • Syringes on the highway • Serious RTA, debris to be cleared
B: Rapid Response – Within 24 Hours	<ul style="list-style-type: none"> • Oil spillage or paint on the highway • Overflowing litter bins • Broken glass on the highway or Council owned land and playgrounds • Reports of abandoned vehicles • Dumped rubbish which may be a serious fire hazard
C: Priority Response – Within 3 Days	<ul style="list-style-type: none"> • Reports of fly tipping/dumping or rubbish • Reports of graffiti which are of a racial nature
D: Response – Within 7 Days	<ul style="list-style-type: none"> • General maintenance in respect of highway verge, soft landscaping. • General graffiti in open spaces clearly readable from the highway • Overhanging branches likely to cause injury
E: Low Priority Response – Within 1 Month	<ul style="list-style-type: none"> • Project type work which will require additional resources

SCHEDULE 2 – OTHER COUNCIL SERVICES IN THE BID AREA (COMMUNITY AND ENVIRONMENTAL)

Public Protection Division – Summary of Core Functions

The Council's Public Protection Division plays a critical role in safeguarding communities, upholding public standards and supporting local economic vitality, especially within the Business Improvement District (BID) area. Its multidisciplinary teams work collaboratively with internal and external partners to deliver the following key functions:

1. Licensing Compliance and Enforcement

Blackpool's Council Public Protection team will ensure all licensed premises and activities are monitored and regulated effectively. This includes:

- Routine and reactive inspections of pubs, clubs, restaurants, taxis and private hire vehicles.
- Enforcement of licensing conditions to promote the licensing objectives.
 - prevention of crime and disorder,
 - public safety,
 - prevention of public nuisance, and,
 - protection of children from harm.
- Partnership work with the police, BID security and community safety teams to respond to concerns and promote responsible business practices.

2. CCTV Management and Crime Prevention

Blackpool Council's Public Protection team manage and monitor the town centre's public space CCTV system to:

- Detect and deter criminal behaviour
- Provide real-time surveillance to aid rapid response
- Collect and share high-quality evidence to support prosecutions
- Protect the public, especially in high-footfall areas and the night-time economy

Note: Under the BID partnership, one BID officer will be seconded to work alongside the CCTV control room team five days per week, strengthening the link between businesses and enforcement and supporting rapid intelligence-sharing.

3. Trading Standards Enforcement

The Trading Standards team ensures fair-trading and consumer protection by:

- Investigating counterfeit goods, fraudulent trading, and unsafe products
- Conducting underage test purchasing for alcohol, tobacco, vapes, and fireworks
- Monitoring the accuracy of descriptions for goods and services
- Enforcing legislation around credit agreements and consumer rights

4. Workplace Health and Safety

Blackpool Council enforces health and safety laws in non-HSE enforced workplaces such as:

- Retail outlets
- Hospitality venues

The Council provides advice and takes enforcement action where necessary to prevent accidents, protect staff and customers and maintain public confidence.

5. Food Safety and Hygiene Regulation

Blackpool Council monitors and regulates food businesses to ensure:

- Compliance with food hygiene regulations
- High standards in food preparation and storage
- Safe food handling practices through inspections, ratings, and education.

The Council places particular focus on food outlets operating in the night-time economy and during events.

6. Civil Enforcement for Traffic and Parking

The Council's Civil Enforcement Officers (CEOs) play a vital role in:

- Maintaining traffic flow and preventing obstruction
- Promoting road safety through enforcement of parking regulations
- Supporting event planning and high-footfall days by managing loading/unloading activity
- Providing a visible, uniformed presence that reassures the public and supports local businesses

7. Planning Compliance and Enforcement

Blackpool Council investigate and take action where planning control is breached, including:

- Abandoned, unsightly, or illegally adapted properties
- Unauthorised developments or changes of use
- Visual amenity impacts that affect the town centre's character and footfall
the work undertaken ensures that the BID area remains attractive, well kept and legally compliant.

8. Anti-Social Behaviour (ASB) Management

The Council's Public Protection team lead and coordinate responses to all forms of ASB including:

- Street drinking, drug paraphernalia, aggressive begging, noise and nuisance
- Enforcement of Public Space Protection Orders (PSPOs)
- Joint operations with police and BID officers for persistent offenders

The Council use tools such as Community Protection Warnings (CPWs), Notices (CPNs), dispersals and injunctions to manage behaviours that negatively impact businesses and residents.

9. Housing Standards and Private Rented Sector Safety

Blackpool Council's Housing Enforcement Team ensures that all private rented accommodation is:

- Free from Category 1 hazards under the Housing Health and Safety Rating System (HHSRS)
- Safe, secure and legally compliant with licensing schemes where required
- Responsive to tenant complaints and proactive in targeting rogue landlords.

10. Environmental and Public Health Regulation

Blackpool Council deliver a wide range of interventions to manage:

- Noise nuisance, odour, and light complaints
- Waste accumulations and fly-tipping on private land
- Pest control investigations
- Statutory nuisance investigations
- Emergency public health issues such as infectious disease outbreaks (e.g., COVID-19)

Through integrated services, the Council's Public Protection Division:

- Creates a safer, cleaner and more attractive town centre
- Reduces crime and anti-social behaviour that can harm businesses
- Enhances consumer and investor confidence
- Protects public health and safety
- Ensures regulatory fairness and business compliance
- Supports partnership-based working with the BID, police and wider community.

Public Value for BID Application

Project Title: Safer Business District Initiative

1. Understand the Community's Needs

Local businesses raise concerns about shoplifting, vandalism, aggressive begging and feeling unsafe—especially after hours.

2. Set Clear Public Goals

- Reduce business-related crime by 25% within 12 months
- Improve safety perceptions among employees and customers
- Increase footfall and trading confidence

3. Design Services around Outcomes

The Council will deploy dedicated Public Protection Officers (in partnership with the BID), trained in community safety, business crime prevention and anti-social behaviour legislation. Officers will:

- Patrol during peak business hours
- Engage with businesses and gather intelligence
- Issue Community Protection Warnings/Notices where appropriate
- Support CCTV monitoring and evidence collection

4. Collaborate

The Council's Public Protection works closely with:

- BID wardens
- Police and CCTV team
- Local businesses (via BID crime group or WhatsApp network)
- Outreach services for complex individuals

5. Be Efficient and Accountable

Use existing Council enforcement powers and data to target resources efficiently. Provide regular reports to the BID's Managing Director with:

- ASB/crime trends
- Enforcement activity
- Response times

6. Empower the Public (and Business Owners)

The Council will deliver free training for businesses on:

- How to report and record incidents
- Legal rights
- De-escalation techniques
- When and how to request Public Protection support

7. Measure Impact and Learn

The Council will track changes in:

- Business crime rates (police data)
- Business confidence (surveyed quarterly)
- Customer footfall
- Perception of safety

Adjust strategy as needed, in consultation with BID representatives.

Public Value Added by the Council's Public Protection team to the BID:

- Safer trading environment attracts more customers and investment
- Reduces cost of crime to local businesses
- Strengthens community-business relationships
- Builds trust in local services through visibility, consistency, and fairness
- Improves town centre reputation, aiding regeneration and tourism

CCTV –Added Value

The town centre CCTV system can significantly support a Business Improvement District (BID) by enhancing safety, reducing crime and improving public confidence.

1. Crime Prevention and Deterrence

- Visible CCTV discourages theft, vandalism, antisocial behaviour, and violence.
- Criminals are less likely to target areas where they know they are being watched.

2. Faster Incident Response

- Real-time monitoring enables quicker responses from police or Public Protection Officers.
- Allows BID wardens or business staff to report incidents with immediate visual verification.

3. Evidence Collection

- CCTV footage provides vital evidence to support prosecutions for:
 - Shoplifting
 - Assault
 - Anti-social behaviour
 - Vandalism
- Helps businesses reclaim losses via insurance or legal processes.

4. Business and Customer Confidence

- Employees feel safer in the workplace.
- Customers are more likely to visit and spend time in areas perceived as secure.

5. Partnership Working

- CCTV operators can coordinate with BID teams, police and Public Protection for targeted patrols.
- Enables joint intelligence sharing about repeat offenders, hotspot times, or emerging threats.

6. Data-Driven Problem Solving

- CCTV analytics can identify patterns, such as:
 - When loitering increases
 - Which areas have persistent ASB

- This helps target resources more effectively (e.g. moving patrols or adjusting lighting).

7. Promoting a Well-Managed Town Centre

- Shows businesses and the public that the area is proactively managed and protected.
- Enhances the BID's image and supports regeneration, investment and tourism.

SCHEDULE 3– BENCHMARK CRITERIA

The purpose of this schedule is to set out the basic criteria against which the standard services will be assessed. This will include the following: -

- (a) Specification of the work to be undertaken (e.g., if cleansing is stipulated, how many times a week this is to take place etc)

- (b) Any relevant industry standards which the Standard Services should meet

Code of practice on litter and refuse 8am- 6pm

Grade A: No litter or refuse (Acceptable)

Grade B: Predominately free of litter and refuse apart from some small items (Acceptable)

Grade C: Widespread distribution of litter and/or refuse with minor accumulations (3hr Response)

Grade D: Heavily affected by litter and/or refuse with significant accumulations (1hr Response)

Measure performance by use of a localised Local Environmental Quality Standards survey at regular intervals. A, B, C, D visual assessment.