



Operating Agreement

between

**Shetland Islands Council**

and

**Living Lerwick Business Improvements Ltd**



January 2012

## **Index**

1.	Definitions	3
2.	Statutory Authorities	6
3.	Commencement	6
4.	Obligations of the Council	6
5.	Obligations of the BID Company	7
6.	Baseline Services and Complimentary Services	7
7.	The BID Revenue Account	7
8.	Debits from the BID Revenue Account	8
9.	Collection and Remittance of the BID Levy	8
10.	Procedures available to the Council for enforcing payment of the BID Levy	9
11.	Accounting Procedures and Monitoring	10
12.	Termination	10
13.	Confidentiality	12
14.	Notices	12
15.	Exercise of the Council's Powers	13
16.	Arbitration	13
17.	Best Endeavours	13
18.	Governing Law	14

## **Schedule**

1.	Part 1 – the BID Levy Rules	15
2.	Part 2 - the Baseline Services	16
3.	Part 3 - the Complimentary Services	17
4.	Part 4 - map of the BID Area	18

## Operating Agreement

Between:

- Shetland Islands Council, constituted under Section 2 of the Local Government etc. (Scotland) Act 1994, and having its principal office at the Town Hall, Lerwick, Shetland, ZE1 0HB (the “**Council**”); and
- Living Lerwick Business Improvements Ltd (the “**BID Company**”) whose registered office is at [ ].

### Recitals

- (A) The BID Company is in favour of establishing the BID (as hereinafter defined) and the Council has confirmed that it will not exercise its veto in connection with the BID or the BID Arrangements (as hereinafter defined).
- (B) The Council (or its nominee) is the billing body for the purposes of the Regulations and is responsible for the administration, collection and recovery of the BID Levy (as hereinafter defined).
- (C) The Council is responsible for administering the BID Revenue Account (as hereinafter defined) which will be used towards the operation and funding of the BID Arrangements of the BID in the BID Area (as hereinafter defined).
- (D) The BID Company is 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.
- (E) Both parties wish to confirm the arrangements by which the BID Levy shall be 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.
- (F) The purpose of this Agreement is to:
1. establish the procedure for the setting, collection and remittance of the BID Levy;
  2. confirm the basis upon which the Council will be responsible for collecting the BID Levy;
  3. set out the enforcement mechanisms available for collection of the BID Levy;
  4. set out the procedures for accounting and transference of the BID Levy;
  5. provide for the monitoring and review of the collection of the BID Levy; and
  6. confirm the manner in which the Council's expenses incurred (if any) in collecting the BID Levy will be paid.

It is hereby agreed as follows:

## 1. Definitions

1.1 “**Annual Report**” means a report to be prepared by the Council which details the following:-

1. the total amount of BID Levy collected during the relevant Financial Year;
2. the total amount of interest earned on any part of the BID Levy whilst held in the BID Revenue Account;
3. details of the success rate for the collection of the BID Levy;
4. the Council’s proposals (if any) to help improve its efficiency in the collection and enforcement of the BID Levy;
5. details of those BID Levy Payers who have paid the BID Levy and those who have not paid the BID Levy; and
6. the Council’s proposals for bad or doubtful debts;

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

“**Ballot Holder**” means the person appointed by the Council under regulation 7 of the Regulations;

“**Ballot Result Date**” means the date (not later than seven days from the counting of the ballot papers) upon which a successful ballot result has been declared by the Ballot Holder in favour of putting in place the BID Arrangements;

“**Baseline Services**” means those services which are provided by the Council within the BID Area which the Council is required to provide as part of its statutory function as a local authority as set out at Part 2 of the Schedule;

“**BID**” means the Business Improvement District which operates within the BID Area and which is managed and operated by the BID Company;

“**BID Area**” means the precise geographical area which is to be managed and operated by the BID Company and as detailed in the BID Proposal, shown in the map at Part 4 of the Schedule;

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

“**BID Ballot**” means a ballot under section 38(1) of the Planning etc. (Scotland) Act 2006;

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

1. the total income and expenditure of the BID Levy;
2. other income and expenditure of the BID Company not being the BID Levy;
2. a statement of actual and pending deficits; and
4. the various projects and services upon which the BID Levy has been expended by the BID Company;

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

**“BID Company’s Termination Notice”** means a notice to be served by the BID Company on the Council pursuant to Clause 12.9;

**“BID Levy Payer(s)”** means those liable to pay non-domestic rates in the BID Area and other eligible owners or tenants responsible for paying the BID Levy;

**“BID Levy Rules”** means the rules set out at Part 1 of the Schedule 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);

**“BID Revenue Account”** means the Council held account operated in accordance with paragraph 16 of the Regulations and operated in accordance with Schedule 3 of the Regulations;

**“BID Term”** means the period not exceeding 5 years from the Ballot Result Date;

**“Complementary Services”** means those services which are provided by the Council within the BID Area which are additional services to the Baseline Services, as set out at Part 3 of the Schedule;

**“Council Funding”** means any funding, grants or monies due to be provided by the Council to the BID Company for the purposes of operating the BID;

**“Council’s Termination Notice”** means the notice to be served by the Council on the BID Company pursuant to Clause 12.2;

**“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 the Schedule to the Order;

**“Electronic Communication”** means a communication transmitted (whether from one person to another, from one device to another or from a person to a device or vice versa):

1. by means of a telecommunication system (within the meaning of the Telecommunications Act 1984); or
2. by other means but while in electronic form;

**“Enforcement Expenses”** means the costs which are reasonably and properly incurred by the Council in issuing a Reminder Notice, obtaining Liability Orders and associated administrative expenses which may be incurred in recovering unpaid BID Levy;

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

**“External Funding”** means any funding, grants or monies due to be provided to the BID Company by the Scottish Government, the European Commission or any other body other than the Council for the purposes of operating the BID;

**“Failure Notice”** means a notice served by the BID Company on the Council which sets out those aspects of the agreed Statutory Standard which it is alleged is not being adhered to, requesting that the Council secures immediate compliance with the Statutory Standard;

**“Financial Year”** means the financial year for the BID Company which runs from 1<sup>st</sup> September to 31<sup>st</sup> August;

**“Liability Order”** means an order under summary warrant obtained from the Sheriff Court having jurisdiction over the BID Area in accordance with the provisions of paragraph 9 of the schedule to the Order;

**“Monitoring Group”** means the group to be set up to monitor the collection and enforcement of the BID Levy (as referred to in Clause [ ]) such group to consist of 2 Council officers and [ ] representatives from the BID Company [and [ ] the Contributors];

**“Operational Date”** means the date upon which the BID Arrangements come into force; which is 1<sup>st</sup> September 2012

**“Order”** means The Planning etc. (Scotland) Act 2006 (Business Improvement Districts Levy) Order 2007;

**“Public Meeting”** means the meeting to be held of all BID Levy Payers pursuant to the Public Meeting Notice;

**“Public Meeting Notice”** means a notice to be served pursuant to Clause 12.2 or 12.9 by either the Council or the BID Company which provides the following:

1. confirmation that either party is considering terminating the BID;
2. details of the venue where the public meeting will be held; and
3. confirmation that all BID Levy Payers who attend will be permitted to make representations;

**“Regulations”** means the Business Improvement Districts (Scotland) Regulations 2007 and such amendments made by The Scottish Ministers pursuant to Part 9 of the Planning etc. (Scotland) Act 2006 (as may be in force from time to time);

**“Reminder Notice”** means the notice to be served pursuant to Clause 10.1;

**“Services”** means the administration and management of the BID Revenue Account; and

**“Statutory Standard”** means the standard to which the Council is required to provide the Baseline Services as local authority for the BID Area.

- 1.2 For the avoidance of doubt where any part of this Agreement is incompatible with the Regulations or any other regulations which the Scottish Ministers may from time to time issue pursuant to Part 9 of the Planning etc. (Scotland) Act 2006 then such part shall be struck out and the balance of this Agreement will remain.
- 1.3 The headings appearing in this Agreement are for ease of reference only and shall not affect the construction of this Agreement.
- 1.4 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 Agreement.
- 1.5 References to the Council include any successors to its functions as local authority.
- 1.6 References to statutes, bye laws, regulations, orders or delegated legislation shall include any such instrument re-enacting or made pursuant to the same power.

## **2. Statutory Authorities**

- 2.1 This Agreement is made in contemplation of the arrangements envisaged by Part 9 of the Planning etc. (Scotland) Act 2006, the Regulations and all other enabling powers.

## **3. Commencement**

- 3.1 This Agreement is conditional upon the Council approving the proposals and business plan of the BID Company and written confirmation being provided by the Council to the BID Company of that approval and shall not take effect until the Ballot Result Date.
- 3.2 In the period prior to the Ballot Result Date, the Council will procure that the Ballot Holder provides the BID Company with all information as the BID Company may reasonably request in relation to the BID Ballot.

- 3.3 In the event that the BID Arrangements are not voted in favour by the BID Levy Payers on the Ballot Result Date then this Agreement shall terminate and cease to be of any further effect between the parties.
- 3.4 This Agreement will continue in full force and effect in the event of the BID Levy Payers voting in favour of the BID Arrangements.
- 3.5 If at the end of the BID Term a renewal ballot is held and is successful then the terms of this Agreement shall continue to be of effect for a new BID Term.
- 3.6 This Agreement may be amended by the mutual agreement of both parties.

#### **4. Obligations of the Council**

- 4.1 Immediately upon the declaration by the Ballot Holder on the Ballot Result Date the Council shall:-
- a) provide the Baseline Services, which may not be varied in any way or withdrawn without reasonable cause and only with the consent of the BID Company which will not be withheld unreasonably;
  - b) provide the Complimentary Services, which may not be varied or withdrawn without first consulting with the BID Company; and
  - c) perform all obligations placed upon it under this Agreement and in accordance with the Regulations.

#### **5 Obligations of the BID Company**

- 5.1 Immediately upon the declaration by the Ballot Holder on the Ballot Result Date the BID Company shall:-
- a) calculate the BID Levy due from each BID Levy Payer in accordance with the BID Levy Rules;
  - b) confirm in writing to the Council the BID Levy payable annually by each BID Levy Payer; and
  - c) perform all obligations placed upon it under this Agreement and in accordance with the Regulations.

#### **6 Baseline Services and Complementary Services**

- 6.1 The Council shall provide the Baseline Services and Complementary Services within the BID Area at its own cost and to the Statutory Standard where applicable.
- 6.2 In the event that any of the Baseline Services fall below the Statutory Standard, the BID Company shall be entitled to serve a Failure Notice on the Council.



- 6.3 Upon receipt of a Failure Notice, the Council shall endeavour to ensure that the relevant Baseline Services are brought back to the Statutory Standard failing which the Council may, following consultation with the BID Company, appoint an alternative contractor to provide the relevant Baseline Services identified under the Failure Notice.
- 6.4 In the event that the Council and the BID Company cannot agree on the standard to be set, they shall refer the matter to Arbitration under Clause 16.

## **7 The BID Revenue Account**

- 7.1 The Council must in accordance with section 37(1) of the Planning etc. (Scotland) Act 2006 keep an account to be called the BID Revenue Account and keep the BID Revenue Account in accordance with Schedule 3 of the Regulations. For the purposes of this agreement the BID Revenue account will be a separate cost centre within the Councils' financial ledger system.
- 7.2 Within 28 days from the Ballot Result Date the Council shall set up the BID Revenue Account and provide written confirmation to the BID Company once this has been carried out together with details of the account number, sort code and any other details which the BID Company may specify.
- 7.3 Within 14 days from the Ballot Result Date the BID Company shall provide the Council with details of its own bank account into which the BID Levy will be transferred electronically from the BID Revenue Account in accordance with Clause 9.9.
- 7.4 Where the BID Company receives Council Funding and / or External Funding, the full sum of that Council Funding and / or External Funding (as appropriate) will be credited directly to the BID Revenue Account with no sums deducted by the Council in accordance with Clause 8 below.

## **8 Debits from the BID Revenue Account**

- 8.1 The Council undertakes at all times to adhere to the provisions of Part 2 of Schedule 3 of the Regulations.
- 8.2 The Council shall not debit any sums from the BID Revenue Account without first notifying the BID Company of its intention to do so.
- 8.3 The Council undertakes that it shall not debit any of the following from the BID Revenue Account which will for the avoidance of doubt be for the expense of the Council:
- 8.3.1 the collection charges (if any);
  - 8.3.2 the Enforcement Expenses; or
  - 8.3.3 any deductions which in the Council's opinion are Bad or Doubtful Debts.
- 8.4 The Council shall be obliged to recover Enforcement Expenses from the liable BID Levy Payer, in accordance with Clause 9.

8.5 The Council shall not be entitled to recover Enforcement Expenses from the BID Company.

## **9 Collection and Remittance of the BID Levy**

9.1 The BID Levy will be paid into the BID Revenue Account in accordance with Schedule 3 of the Regulations.

9.2 Within 14 (fourteen) days of the Ballot Result Date the Council shall confirm in writing to the BID Company:-

9.2.1 the means by which the BID Levy Payers shall be billed for the BID Levy; and

9.2.2 the date when the BID Levy will first be collected (such date to be in advance of the Operational Date).

9.3 Pursuant to Clause 9.2.2 the Council shall serve the Demand Notices on each BID Levy Payer and thereafter shall serve the Demand Notices throughout the BID Term.

9.4 The Council shall maintain a list which identifies payment and/or non payment of the BID Levy and shall make this available to the BID Company upon its reasonable request which will at all times be carried out in accordance with the relevant data protection legislation.

9.5 The Council shall notify the BID Company if it becomes aware of any change in the occupier of any property or the merger or division of a property. In such an event:

9.5.1 the BID Company shall send an updated list of BID Levy Payers to the Council that contains details of the BID Levy payable annually by each BID Levy Payer; and

9.5.2 the Council shall serve a Demand Notice (or alter any existing Demand Notice if appropriate) on the relevant BID Levy Payer.

9.6 The Council shall use all reasonable endeavours to collect the BID Levy on the date specified (pursuant to Clause 9.2.2 above) and thereafter in accordance with the Demand Notices.

9.7 The Council shall use all reasonable endeavours to take all reasonable steps for collecting the BID Levy which are consistent with its usual procedures for the collection of non-domestic rates. In the event that the Council departs from its usual procedures and decides not to collect an amount of BID Levy which amounts to greater than £150 in aggregate, the Council shall consult with the BID Company as to whether or not that amount of BID Levy is recoverable. If the Council and the BID Company fail to reach an agreement the parties shall refer the matter to Arbitration in accordance with Clause 16.

9.8 The Council shall inform the BID Company of the amount of BID levy monies collected every month.

- 9.9 The BID Levy, as collected by the local authority, is local authority property and is ring fenced for the specific purposes of the BID.
- 9.9.1 The BID Company is the sub contractor engaged by the local authority to deliver the BID objectives
- 9.9.2 The BID Company is making taxable supplies to the local authority, and in the normal way must charge VAT to the local authority
- 9.9.3 This VAT will be charged via an invoice that the BID Company will issue to the local authority for payment of the BID Levy income
- 9.9.4 The local authority can recover the VAT, subject to the normal rules
- 9.9.5 The BID Company can then recover any VAT that it incurs in delivering the BID projects and services subject to the normal rules
- 9.9.6 The BID Company shall raise an invoice, plus VAT to the Council every month or less frequently should the BID Company and local authority so decide. This invoice shall be based on the information outlined in Clause 9.2, for the total amount of BID Levy monies collected, minus the total of BID Levy monies previously invoiced for in the relevant Financial Year and upon receipt of such invoice or invoices, the Council will be obliged to transmit such monies as are due to the BID Company in terms of the invoices, to the BID Company from the BID Revenue Account within a maximum period of 30 (thirty) days. The Council's obligation to transmit such monies is subject to the sum of the invoice not exceeding the total amount held in the BID Revenue Account.

## **10 Procedures available to the Council for enforcing payment of the BID Levy**

- 10.1 In the event that the BID Levy is not paid within 28 (twenty eight) days from the date that it becomes payable then the Council shall serve a Reminder Notice on such relevant BID Levy Payer which shall:-
- 10.1.1 identify the sum payable;
- 10.1.2 provide a further 7 (seven) days for payment to be made; and
- 10.1.3 confirm that the Council will make an application for a Liability Order to recover the unpaid sum (together with Enforcement Expenses).
- 10.2 If after a further 7 (seven) days from the payment date stated in the Reminder Notice the outstanding sum of the BID Levy has not been paid, the Council shall make an application for a Liability Order to recover the outstanding sum of the BID Levy.

## **11 Accounting Procedures and Monitoring**

- 11.1 Within 1 month from the Operational Date the Council and BID Company shall form the Monitoring Group.
- 11.2 Every 3 months for the duration of BID Term the Council shall provide the BID Company with a breakdown of:-
- 11.2.1 the BID Levy collected in relation to each BID Levy Payer;

- 11.2.2 details (together with the outstanding unpaid sum) of those BID Levy Payers who have not paid the BID Levy during those 3 months;
  - 11.2.3 details of the Reminder Notices issued throughout that period; and
  - 11.2.4 details of any Liability Orders obtained or applied for by the Council.
- 11.3 Every 6 months (for the BID Term) the BID Company shall provide the Council with the following details:
- 11.3.1 the total amount of income received from the Contributors (excluding the BID Levy); and
  - 11.3.2 the total expenditure during that 6-month period.
- 11.4 The Monitoring Group shall meet not less than twice in any one Financial Year. On all other occasions further meetings of the Monitoring Group will be arranged by the service of written notice by either party on the other. Such notice is to be provided not less than 28 (twenty eight) days prior to the date of the proposed meeting (or lesser if otherwise agreed or in cases of emergency). Such meetings can be dispensed with altogether upon the written agreement of both the Council and the BID Company.
- 11.5 At each meeting the Monitoring Group shall:
- 11.5.1 review the effectiveness of the collection and enforcement of the BID Levy; and
  - 11.5.2 if required, review and assess the information provided by the Council and the BID Company pursuant to Clauses 11.2 and 11.3 above and make any recommendations for implementation as may be agreed (and which are permitted by the Regulations and the terms of this Agreement).
- 11.6 Within 1 (one) month after the date of the end of the Financial Year the Council shall provide the Annual Report to the BID Company.
- 11.7 Within 1 (one) month from the date of receipt of the Annual Report the BID Company shall provide the BID Company's Report to the Council.

## **12 Termination**

- 12.1 The Council undertakes at all times to adhere to the provisions of paragraph 19 of the Regulations.
- 12.2 The Council shall not be permitted to terminate the BID Arrangements because:
- 12.2.1 in its opinion there are insufficient finances available to the BID Company to meet its liabilities for the chargeable period for the purposes of the BID Arrangements; or
  - 12.2.2 the Council is unable, as a result of any circumstances beyond its control, to provide the works or services which are secured as part of the BID Arrangements;

unless and until it first serves the Public Meeting Notice on the BID Levy Payers and the Council's Termination Notice on the BID Company (which shall be required to contain the reasons for termination). Within 14 (fourteen) days from the date of service of such notice both parties shall arrange to meet where the purpose of such meeting shall be to discuss and/or agree all or any of the following set out in Clause 12.3 or 12.4 (whichever is applicable).

12.3 Where the Council's Termination Notice relates to Clause 12.2.1 both parties shall agree and/or discuss or review the following matters:

12.3.1 the Council is concerned that the BID Company has insufficient finances to meet its liabilities for that period and details of such concerns should be made available to the BID Company;

12.3.2 alternative means by which the insufficiency of the funds can be remedied; and / or

12.3.3 an appropriate time frame to resolve matters;

12.4 Where the BID Company's Termination Notice relates to Clause 12.2.2 both parties shall agree and/or discuss or review the following matters:

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

12.4.2 a review by both parties as to whether such works or services are of material importance to the BID so that termination of the BID Arrangements is the only option;

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

12.4.4 alternative replacement services or works which will be acceptable to the BID Company; and / or

12.4.5 an appropriate time frame to resolve matters.

12.5 Notwithstanding Clauses 12.1, 12.2, 12.3 and 12.4 above, the Council shall procure that a Public Meeting is held prior to the termination of the BID Arrangements.

12.6 In the event that the parties cannot reach agreement in relation to any of the matters referred to in Clauses 12.3 and 12.4, and subject to consideration of representations made by any BID Levy Payer at the Public Meeting, the Council shall be permitted to terminate the BID Arrangements provided that notice by the Council to terminate the BID Arrangements will be provided to the BID Company no less than 28 days prior to termination taking place.

12.7 Upon termination of the BID Arrangements the Council shall review whether there is a credit in the BID Revenue Account. In the event that there are sufficient funds in the BID Revenue Account amounting to a refund of at least £10 for each BID Levy Payer (having already deducted a reasonable sum for the cost of the administration of such refund), the Council shall:

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

12.7.2 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

12.7.3 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.

12.8 Upon termination of the BID Arrangements the Council shall as soon as reasonably practicable notify the BID Levy Payers of such termination in accordance with paragraph 19(6) of the Regulations together with confirmation as to whether any part of the BID Levy is to be repaid to the BID Levy Payers in accordance with Clause 12.7.

12.9 The BID Company shall not be permitted to terminate the BID Arrangements where:

12.9.1 the works or services under the BID Arrangements are no longer required; or

12.9.2 the BID Company is unable, as a result of any circumstances beyond its control to provide works and services which are necessary for the BID Arrangements to continue;

unless and until it:

a) serves the Public Meeting Notice on the BID Levy Payers;

b) serves the BID Company's Termination Notice on the Council; and

c) carries out a proper consultation with all relevant representatives of the BID Area as considered appropriate by the Council.

12.10 Upon termination of the BID Arrangements the BID Company shall notify the Council of such termination in accordance with paragraph 19(5) of the Regulations. The Council shall then notify the BID Levy Payers pursuant to paragraph 19(6) of the Regulations and confirm whether any part of the BID Levy is to be repaid to the BID Levy Payers in accordance with Clause 12.7.

## **13 Confidentiality**

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 the Contributors 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 BID Arrangements.

## **14 Notices**

14.1 Any notice or other written communication to be served or given to or upon any party to this Agreement to the other shall be in writing and shall be sent to the registered office of the parties or such substitute address in Scotland as may from time to time have been notified by that party.

- 14.2 A notice may be served by:
- 14.2.1 delivery to the reception at the Council's principal office;
  - 14.2.2 delivery to the Company Secretary at the BID Company's registered office;
  - 14.2.3 special delivery or recorded delivery post; or
  - 14.2.4 Electronic Communication (provided that it is in legible form and is capable of being used for subsequent reference).
- 14.3 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.

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

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

## **16 Arbitration**

- 16.1 An independent expert shall determine any dispute or difference between the parties in relation to this Agreement.
- 16.2 Such an independent expert shall be agreed between the parties, or, in default of agreement within five days of a request to agree, appointed on the application of either party by the President or other appropriate appointing officer of the Law Society of Scotland.
- 16.3 The expert will have recent relevant experience of the matter in dispute.
- 16.4 The decision of the independent expert shall be final and binding on the parties and the costs of the independent expert shall be borne as he may determine or otherwise shall be borne between the parties in equal shares.

## **17 Best Endeavours**

The Council and the BID Company each confirm that it is their intention to use their best endeavours to promote the best interests of the BID and to consult fully on all matters materially affecting the development of the BID. The Council and the BID Company shall act in good faith towards each other in order to promote the success of the BID.

**18 Governing Law**

18.1 This agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of Scotland.

18.2 The parties irrevocably agree that the courts of Scotland have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement. In witness whereof these presents on this and preceding 13 pages together with the Schedule (in four parts) annexed as relative hereto are executed as follows:

Subscribed for and on behalf of the Council

It is sealed with the common seal of the Council and signed for and on behalf of the Council

by.....

Authorised Signatory & Proper Officer

at.....

on.....

Subscribed for and on behalf of Living Lerwick  
Business Improvements Ltd.

at

on

by

before

_____	Witness
_____	Full Name
_____	Address
_____	
_____	Occupation



## The Schedule

This is the Schedule (in four parts) referred to in the foregoing Operating Agreement between Shetland Islands Council and Living Lerwick Business Improvements Ltd

### Part 1

#### The BID Levy Rules

#### 1. Calculation of the BID Levy

- 1.1 The BID Levy ranges from £200 to £850 per year. The BID levy will be fixed for the duration of the BID.
- 1.2 The BID Company will identify the BID Levy Payers.
- 1.3 The BID Company will calculate the BID Levy due from each BID Levy Payer in accordance with the following table:

<b>Rateable Value</b>	<b>Annual Levy</b>	<b>Monthly payment*</b>
£0 to £2500	£200.00	£20.00
£2501 to £5000	£300.00	£30.00
£5001 to £7500	£400.00	£40.00
£7501 to £10000	£500.00	£50.00
£10001 to £15000	£600.00	£60.00
£15001 to £20000	£700.00	£70.00
£20001 +	£850.00	£85.00

#### 2. Collection of the BID Levy

- 2.1 The Council is responsible for collecting the BID Levy.
- 2.2 The Council will send to each BID Levy Payer a Demand Notice during August each year. The BID Levy will be paid either:
  - (i) in a single payment with the payment due 28 days from the date of invoice; or
  - (ii) in 10 monthly instalments by direct debit with the first payment on 15<sup>th</sup> September each year.

### **3. Exempt Properties**

The following properties are exempt from the Bid Levy:

- stores;
- garages;
- non-retail charities;
- places of worship;
- private car parks; and
- toll free car parks.

## Part 2

### The Baseline Services

		<b>Contents</b>
<b>1</b>		<b>Cleansing</b>
	1.01	Street cleansing
	1.02	Refuse collection
<b>2</b>		<b>Infrastructure</b>
	2.01	Traffic management
	2.02	Pedestrianisation/Pedestrianisation orders
	2.03	Traffic lights
	2.04	Traffic Signage
	2.05	Anti social behaviour and noise nuisance complaints
	2.06	Environmental protection
	2.07	Food safety
	2.08	Trading standards
	2.09	Licensing
	2.10	Planning applications and major developments
	2.11	Policy and strategy development
	2.12	Conservation issues (heritage)
	2.13	Access issues (heritage)
	2.14	Building warrants
<b>3</b>		<b>Safety</b>
	3.01	Policing

# Cleansing

<b>Baseline Specification</b>	<b>1.01 Street cleansing</b>															
Lead Organisation	Shetland Islands Council, Cleansing Service															
Contact	Jonathan Emptage															
Date	March 2012															
Area Coverage	BID area and wider town															
Staff Details	<table border="1"> <thead> <tr> <th>Day</th> <th>Staff</th> <th>Hours</th> </tr> </thead> <tbody> <tr> <td>Monday – Friday</td> <td>3 (full)</td> <td>37</td> </tr> <tr> <td>Monday – Friday</td> <td>1 (part)</td> <td>10</td> </tr> <tr> <td>Saturday</td> <td>4 (part)</td> <td>4</td> </tr> <tr> <td>Sunday</td> <td>4 (part)</td> <td>4</td> </tr> </tbody> </table>	Day	Staff	Hours	Monday – Friday	3 (full)	37	Monday – Friday	1 (part)	10	Saturday	4 (part)	4	Sunday	4 (part)	4
Day	Staff	Hours														
Monday – Friday	3 (full)	37														
Monday – Friday	1 (part)	10														
Saturday	4 (part)	4														
Sunday	4 (part)	4														
Details of Service	For all locations within the BID area, Grade A should be achieved after servicing.															
Performance Measure	The Environmental Protection Act 1990 and Code of Practice on Litter and Refuse grading system used is: <ul style="list-style-type: none"> <li>A. – is clear of all litter and detritus</li> <li>B. – is light</li> <li>C. - is significant</li> <li>D. – is heavy</li> </ul>															
Existing Value of Service	£112,900															

<b>Baseline Specification</b>	<b>1.02 Refuse collection</b>						
Lead Organisation	Shetland Islands Council, Cleansing Service						
Contact	Jonathan Emptage						
Date	March 2012						
Area Coverage	BID area and wider town						
Staff Details	<table border="1"> <thead> <tr> <th>Day</th> <th>Staff</th> <th>Hours</th> </tr> </thead> <tbody> <tr> <td>Monday – Friday</td> <td>3 (part)</td> <td>10</td> </tr> </tbody> </table>	Day	Staff	Hours	Monday – Friday	3 (part)	10
Day	Staff	Hours					
Monday – Friday	3 (part)	10					
Details of Service	Refuse is collected 5 days a week						
Performance Measure	Refuse collected 5 days a week						
Existing Value of Service	£26,000						

# Infrastructure

<b>Baseline Specification</b>	<b>2.01 Traffic Management</b>
Lead Organisation	Shetland Islands Council, Roads Department
Contact	David Coupe Roads Maintenance Manager
Date	March 2012
Area Coverage	BID area
Staff Details	
Details of Service	Implement traffic management measures, traffic orders or other measures to assist traffic flow and road safety.
Performance Measure	
Existing Value of Service	£2000
Gaps in Service	Will be revealed through an access review
Proposed Changes to Service	This budget is currently under review as a potential Council saving. This review will be completed by September 2012.
Notes	Living Lerwick will set up a working group with Shetland Islands Council, Lerwick Port Authority, Lerwick Community Council, Northern Constabulary and others to perform a full review of this service.

<b>Baseline Specification</b>	<b>2.02 Pedestrianisation/Pedestrianisation Orders</b>
Lead Organisation	Shetland Islands Council, Roads Department
Contact	David Coupe Roads Maintenance Manager
Date	March 2012
Area Coverage	BID area
Staff Details	
Details of Service	Implement pedestrianisation orders to improve road safety, access and assist traffic flow.
Performance Measure	
Existing Value of Service	£1000 (£500 Statutory)
Gaps in Service	Will be revealed through an access review
Proposed Changes to Service	This budget is currently under review as a potential Council saving. This review will be completed by September 2012.
Notes	Living Lerwick will set up a working group with Shetland Islands Council, Lerwick Port Authority, Lerwick Community Council, Northern Constabulary and others to perform a full review of this service.

<b>Baseline Specification</b>	<b>2.03 Traffic Lights</b>
Lead Organisation	Shetland Islands Council, Roads Department
Contact	David Coupe Roads Maintenance Manager
Date	March 2012
Area Coverage	BID area
Staff Details	
Details of Service	Provide and maintain traffic lights
Performance Measure	
Existing Value of Service	£5000
Gaps in Service	Will be revealed through an access review
Notes	Living Lerwick will set up a working group with Shetland Islands Council, Lerwick Port Authority, Lerwick Community Council, Northern Constabulary and others to perform a full review of this service.

<b>Baseline Specification</b>	<b>2.04 Traffic Signage</b>
Lead Organisation	Shetland Islands Council, Roads Department
Contact	David Coupe Roads Maintenance Manager
Date	March 2012
Area Coverage	BID area
Staff Details	
Details of Service	To provide and maintain signage
Performance Measure	
Existing Value of Service	
Gaps in Service	Will be revealed through an access review
Cost of Additional Service	n/a
Proposed Changes to Service	This budget is currently under review as a potential Council saving. This review will be completed by September 2012.
Notes	Living Lerwick will set up a working group with Shetland Islands Council, Lerwick Port Authority, Lerwick Community Council, Northern Constabulary and others to perform a full review of this service.



<b>Baseline Specification</b>	<b>2.05 Anti social behaviour and noise nuisance complaints</b>
Lead Organisation	Shetland Islands Council, Environmental Health
Contact	Maggie Dunne Environmental health Service Manager
Date	March 2012
Area Coverage	Shetland wide
Staff Details	
Details of Service	Shetland Islands Council (the Council) has the statutory powers to tackle antisocial behaviour throughout Shetland
Performance Measure	
Existing Value of Service	Not available for BID area only

<b>Baseline Specification</b>	<b>2.06 Environmental Protection</b>
Lead Organisation	Shetland Islands Council, Environmental Health
Contact	Maggie Dunne Environmental health Service Manager
Date	March 2012
Area Coverage	Shetland wide
Staff Details	
Details of Service	<p>The team tries to ensure adequate protection, maintenance and improvement of the local environment so as to benefit the health of the community. Service delivery broadly comprises:</p> <ul style="list-style-type: none"> <li>• Abatement of statutory nuisances</li> <li>• Air quality management</li> <li>• Contaminated land management</li> <li>• Domestic litter and fly-tipping control</li> <li>• Abandoned vehicles</li> <li>• Shoreline clean-up</li> <li>• Defective drainage</li> <li>• Monitoring and sampling strategies</li> </ul>
Performance Measure	
Existing Value of Service	Not available for BID area only

<b>Baseline Specification</b>	<b>2.07 Food Safety</b>
Lead Organisation	Shetland Islands Council, Environmental Health
Contact	Maggie Dunne Environmental health Service Manager
Date	March 2012
Area Coverage	Shetland wide
Staff Details	
Details of Service	<p>The Food Team tries to ensure the safe production, manufacture, storage, handling and preparation of food is carried out and that it is of proper composition and has correct labelling. Service delivery broadly comprises:</p> <ul style="list-style-type: none"> <li>• Programmed inspection of premises for food hygiene and food standards</li> <li>• Registration, licensing and approval of premises</li> <li>• Microbiological and chemical analysis of food</li> <li>• Food Inspection</li> <li>• Provision of advice, educational materials and courses to food businesses</li> <li>• Investigation of food and food-related complaints</li> <li>• Investigation of cases of food poisoning and outbreak control</li> <li>• Dealing with Food Safety Incidents</li> <li>• Issue of Health Certificates</li> </ul>
Performance Measure	
Existing Value of Service	Not available for BID area only

<b>Baseline Specification</b>	<b>2.08 Trading Standards</b>
Lead Organisation	Shetland Islands Council, Environmental Health
Contact	Maggie Dunne Environmental health Service Manager
Date	March 2012
Area Coverage	Shetland wide
Staff Details	
Details of Service	<p>The Trading Standards Service works to maintain and develop a fair, safe and equitable trading environment in Shetland. It offers assistance and advice to consumers and businesses in Shetland on subjects ranging from credit and pricing to safety and measurement</p>
Performance Measure	
Existing Value of Service	Not available for BID area only

<b>Baseline Specification</b>	<b>2.09 Licensing</b>
Lead Organisation	Shetland Islands Council, Environmental Health
Contact	Maggie Dunne Environmental health Service Manager
Date	March 2012
Area Coverage	Shetland wide
Staff Details	
Details of Service	<p>Environmental Health are responsible for issuing a range of different licenses in order to regulate certain activities in the interests of public safety and order. Some examples of the licenses issued are as follows:</p> <ul style="list-style-type: none"> <li>- Street Traders</li> <li>- Public Entertainment</li> <li>- Public charitable collections</li> <li>- Alcohol</li> <li>- Marches and Parades</li> </ul>
Performance Measure	
Existing Value of Service	Not available for BID area only

<b>Baseline Specification</b>	<b>2.10 Planning Applications and Major Developments (Development Management)</b>
Lead Organisation	Shetland Islands Council, Planning Service
Contact	Laura Fiske Planning Officer, Development Plans
Date	March 2012
Area Coverage	Shetland wide
Staff Details	
Details of Service	<p>Seeks to ensure that proposals for new development are carefully considered, taking account of Council policies. It also follows up cases where development has proceeded in contravention of planning control</p>
Performance Measure	
Existing Value of Service	Not available for BID area only

<b>Baseline Specification</b>	<b>2.11 Policy &amp; strategy development (Development Plans)</b>
Lead Organisation	Shetland Islands Council, Planning Service
Contact	Laura Fiske Planning Officer, Development Plans
Date	March 2012
Area Coverage	Shetland wide
Staff Details	
Details of Service	Prepares and maintains the Local Plan, which set out the framework for development and regeneration, reflecting the priorities established by the Council and local communities; The Local Plan is currently under review, due for publication in Autumn 2012
Performance Measure	
Existing Value of Service	Not available for BID area only

<b>Baseline Specification</b>	<b>2.12 Conservation issues including Listed Building Consent (Heritage)</b>
Lead Organisation	Shetland Islands Council, Planning Service
Contact	Laura Fiske Planning Officer, Development Plans
Date	March 2012
Area Coverage	Shetland wide
Staff Details	
Details of Service	Looks after our very rich heritage of buildings, landscapes, plants and animals. Internationally, it is involved in partnerships and projects aimed at protecting our marine environment (KIMO).
Performance Measure	
Existing Value of Service	Not available for BID area only

<b>Baseline Specification</b>	<b>2.13 Access issues (Heritage)</b>
Lead Organisation	Shetland Islands Council, Planning Service
Contact	Laura Fiske Planning Officer, Development Plans
Date	March 2012
Area Coverage	Shetland wide
Staff Details	
Details of Service	Looks after our very rich heritage of buildings, landscapes, plants and animals. Internationally, it is involved in partnerships and projects aimed at protecting our marine environment.
Performance Measure	
Existing Value of Service	Not available for BID area only

<b>Baseline Specification</b>	<b>2.14 Building Warrants (Building Standards)</b>
Lead Organisation	Shetland Islands Council, Planning Service
Contact	Laura Fiske Planning Officer, Development Plans
Date	March 2012
Area Coverage	Shetland wide
Staff Details	
Details of Service	Checks that new buildings and alterations to existing buildings are constructed in compliance with the requirements of the Building Regulations, for example ensuring that means of escape from fire, insulation and construction are satisfactory;
Performance Measure	
Existing Value of Service	Not available for BID area only

**Safety**

<b>Baseline Specification</b>	<b>3.01 Policing</b>
Lead Organisation	Northern Constabulary
Contact	
Date	
Area Coverage	Shetland Wide
Staff Details	
Details of Service	<p>24/7 policing response  Dedicated policing during peak times  Enhanced policing levels during special events  Operation and control of the town centre CCTV system  Liaison with partner agencies and other groups  Crime prevention – advice  Employment of a traffic warden</p>
Performance Measure	Crime statistics

## Part 3

### The Complimentary Services

		<b>Contents</b>
1		<b>Cleansing</b>
	1.01	Recycling
	1.02	Ground maintenance
	1.03	Public convenience
2		<b>Infrastructure</b>
	2.01	Street furniture
	2.02	Lighting
	2.03	Christmas lights
	2.04	Drainage
	2.05	Structures
	2.06	Road/pavement/lanes maintenance
	2.07	Winter maintenance
	2.08	Amenity Signage
	2.09	Neighbourhood support workers
	2.10	Public health promotions
	2.11	Port management
3		<b>Transport</b>
	3.01	Bus service provision
	3.02	Taxi rank on pier
	3.03	Lerwick to Bressay ferry
	3.04	Dial-a-ride service to Tingwall airport
4		<b>Safety</b>
	4.01	CCTV Provision
	4.02	Shetland community safety partnership



# Cleansing

<b>Baseline Specification</b>	<b>1.01 Recycling (kerbside and banks)</b>						
Lead Organisation	Shetland Islands Council, Cleansing Service						
Contact	Jonathan Emptage						
Date	March 2012						
Area Coverage	BID area and wider town						
Staff Details	<table border="1"> <thead> <tr> <th>Day</th> <th>Staff</th> <th>Hours</th> </tr> </thead> <tbody> <tr> <td>Monday – Friday</td> <td>4 (part)</td> <td>3.5</td> </tr> </tbody> </table>	Day	Staff	Hours	Monday – Friday	4 (part)	3.5
Day	Staff	Hours					
Monday – Friday	4 (part)	3.5					
Details of Service	Kerbside and bank recycling collected on specific days						
Performance Measure	Kerbside and bank recycling uplifted						
Existing Value of Service	£7,800						

<b>Baseline Specification</b>	<b>1.02 Ground Maintenance</b>
Lead Organisation	Shetland Islands Council, Cleansing Service
Contact	Jonathan Emptage
Date	March 2012
Area Coverage	BID area and wider town
Staff Details	Contractor (BID area represents 10% of contract)
Details of Service	Grounds maintenance works
Existing Value of Service	£7,300

<b>Baseline Specification</b>	<b>1.03 Public Convenience</b>
Lead Organisation	Shetland Islands Council, Cleansing Service
Contact	Jonathan Emptage
Date	March 2012
Area Coverage	BID area and wider town
Staff Details	2.5 (fte) 102 hours per week
Details of Service	Grounds maintenance works
Existing Value of Service	£47,500

# Infrastructure

<b>Baseline Specification</b>	<b>2.01 Street Furniture</b>
Lead Organisation	Shetland Islands Council, Roads Department
Contact	David Coupe Roads Maintenance Manager
Date	March 2012
Area Coverage	BID area
Details of Service	Provide and maintain street furniture
Existing Value of Service	£3000
Gaps in Service	Will be revealed through an access review
Proposed Changes to Service	This budget is currently under review as a potential Council saving. This review will be completed by September 2012.
Notes	Living Lerwick will set up a working group with Shetland Islands Council, Lerwick Port Authority, Lerwick Community Council, Northern Constabulary and others to perform a full review of this service.

<b>Baseline Specification</b>	<b>2.02 Lighting</b>
Lead Organisation	Shetland Islands Council, Roads Department
Contact	David Coupe Roads Maintenance Manager
Date	March 2012
Area Coverage	BID area
Details of Service	Streetlights - check streetlights every 2 weeks (4 weeks in summer) and repair any that are faulty.
Existing Value of Service	£15000
Gaps in Service	Will be revealed through an access review
Notes	Living Lerwick will set up a working group with Shetland Islands Council, Lerwick Port Authority, Lerwick Community Council, Northern Constabulary and others to perform a full review of this service.

<b>Baseline Specification</b>	<b>2.03 Christmas Lights</b>
Lead Organisation	Shetland Islands Council, Roads Department
Contact	David Coupe Roads Maintenance Manager
Date	March 2012
Area Coverage	BID area
Details of Service	Test, erect, take down and store after Christmas period
Existing Value of Service	£10000
Gaps in Service	There have been problems in erecting lighting at specific times for a public switch on event.
Proposed Changes to Service	This budget is currently under review as a potential Council saving. This review will be completed by September 2012.
Notes	A close working relationship between SIC and Living Lerwick should resolve issues.

<b>Baseline Specification</b>	<b>2.04 Drainage</b>
Lead Organisation	Shetland Islands Council, Roads Department
Contact	David Coupe Roads Maintenance Manager
Date	March 2012
Area Coverage	BID area
Details of Service	To provide and maintain drainage
Existing Value of Service	£10000
Proposed Changes to Service	This budget is currently under review as a potential Council saving. This review will be completed by September 2012.)

<b>Baseline Specification</b>	<b>2.05 Structures</b>
Lead Organisation	Shetland Islands Council, Roads Department
Contact	David Coupe Roads Maintenance Manager
Date	March 2012
Area Coverage	BID area
Details of Service	To maintain structures
Existing Value of Service	£5000
Gaps in Service	Will be revealed through an access review
Proposed Changes to Service	This budget is currently under review as a potential Council saving. This review will be completed by September 2012.)
Notes	Living Lerwick will set up a working group with Shetland Islands Council, Lerwick Port Authority, Lerwick Community Council, Northern Constabulary and others to perform a full review of this service.

<b>Baseline Specification</b>	<b>2.06 Road/Pavement/Lanes Maintenance</b>
Lead Organisation	Shetland Islands Council, Roads Department
Contact	David Coupe Roads Maintenance Manager
Date	March 2012
Area Coverage	BID area
Details of Service	General road pavement and lane maintenance - assessing, prioritising and where possible repairing defects identified by staff or reported by users.
Existing Value of Service	£55000
Gaps in Service	Will be revealed through an access review
Proposed Changes to Service	This budget is currently under review as a potential Council saving. This review will be completed by September 2012.)
Notes	Living Lerwick will set up a working group with Shetland Islands Council, Lerwick Port Authority, Lerwick Community Council, Northern Constabulary and others to perform a full review of this service.

<b>Baseline Specification</b>	<b>2.07 Winter Maintenance</b>
Lead Organisation	Shetland Islands Council, Roads Department
Contact	David Coupe Roads Maintenance Manager
Date	March 2012
Area Coverage	BID area
Details of Service	To maintain infrastructure at a satisfactory standard during the winter
Existing Value of Service	£15000
Gaps in Service	Will be revealed through an access review
Proposed Changes to Service	This budget is currently under review as a potential Council saving. This review will be completed by September 2012.
Notes	Living Lerwick will set up a working group with Shetland Islands Council, Lerwick Port Authority, Lerwick Community Council, Northern Constabulary and others to perform a full review of this service.

<b>Baseline Specification</b>	<b>2.08 Amenity Signage</b>
Lead Organisation	Shetland Islands Council, Roads Department
Contact	David Coupe Roads Maintenance Manager
Date	March 2012
Area Coverage	BID area
Details of Service	To provide and maintain signage
Existing Value of Service	
Gaps in Service	Will be revealed through an access review
Proposed Changes to Service	This budget is currently under review as a potential Council saving. This review will be completed by September 2012.
Notes	Living Lerwick will set up a working group with Shetland Islands Council, Lerwick Port Authority, Lerwick Community Council, Northern Constabulary and others to perform a full review of this service.

<b>Baseline Specification</b>	<b>2.09 Neighbourhood Support Workers</b>
Lead Organisation	Shetland Islands Council, Environmental Health
Contact	Maggie Dunne Environmental health Service Manager
Date	March 2012
Area Coverage	Shetland wide
Staff Details	4
Details of Service	The Neighbourhood Support Workers are involved in crime prevention and environmental improvement. They regularly walk through Lerwick providing a high profile deterrent to antisocial behaviour. At the moment the NSWs can assist with the issuing of Fixed Penalty Notices for dog fouling, littering, smoking, noise and abandoned vehicles.
Existing Value of Service	Not available for BID area only
Proposed Changes to Service	NSW Service is identified as potential budget saving by Council for 2012/13- saving of £80,000. A review of the service will be completed by June 2012 Living Lerwick can contribute to that review.

<b>Baseline Specification</b>	<b>2.10 Public health promotions</b>
Lead Organisation	Shetland Islands Council, Environmental Health
Contact	Maggie Dunne Environmental health Service Manager
Date	March 2012
Area Coverage	Shetland wide
Existing Value of Service	Not available for BID area only

<b>Baseline Specification</b>	<b>2.11 Port Management</b>
Lead Organisation	Lerwick Port Authority
Contact	Sandra Laurenson
Date	
Area Coverage	BID Area
Staff Details	
Details of Service	<p>Management, maintenance and regulation of the Port, providing services to commercial and pleasure vessels such as berthing and pilotage.</p> <p>Berthing for visiting yachts and cruise ship tenders</p> <p>“Meet &amp; Greet” welcome ashore pavilion on Victoria Pier as part of the “Meet &amp; Greet” services provided to visiting cruise ships</p> <p>Pay &amp; display car parking at Victoria Pier</p> <p>Amenity improvements in the area</p> <p>Hosting events such as annual yacht races, local and other sailing events</p>



# Transport

<b>Baseline Specification</b>	<b>3.01 Bus Service Provision – Viking Bus Station, Town Bus Service</b>
Lead Organisation	Shetland Islands Council, Transport Service
Contact	Elaine Park Transport Strategy Officer
Date	March 2012
Area Coverage	BID area and wider town
Staff Details	
Details of Service	Bus operates frequently from 0830 to 1733 Monday to Saturday over two loops, one to the north and one to the south. Bus Stop at Esplanade.
Existing Value of Service	£111770 (Viking Bus Station £64951, Town Service Bus £46819)
Gaps in Service	Will be revealed through an access review
Proposed Changes to Service	The Viking Bus Station budget is currently under review. The Transport Service is currently reviewing all public transport as part of the network redesign. Changes will be implemented from mid-August 2013.
Notes	Living Lerwick will set up a working group with Shetland Islands Council, Lerwick Port Authority, Lerwick Community Council, Northern Constabulary and others to perform a full review of this service.

<b>Baseline Specification</b>	<b>3.02 Taxi Rank on Pier</b>
Lead Organisation	Shetland Islands Council, Transport Service
Contact	Elaine Park Transport Strategy Officer
Date	March 2012
Area Coverage	BID area
Details of Service	Taxi Rank on Pier (Transport department are also responsible for processing taxi licensing)
Existing Value of Service	£6949
Gaps in Service	Will be revealed through an access review
Notes	Living Lerwick will set up a working group with Shetland Islands Council, Lerwick Port Authority, Lerwick Community Council, Northern Constabulary and others to perform a full review of this service.

<b>Baseline Specification</b>	<b>3.03 Lerwick to Bressay Ferry</b>
Lead Organisation	Shetland Islands Council, Transport Service
Contact	Elaine Park Transport Strategy Officer
Date	March 2012
Area Coverage	BID area and Bressay
Staff Details	17 full time crew employed on the service plus shore support and reliefs.
Details of Service	Regular sailings between Bressay and Lerwick 7 days a week. SIC own the linkspan in Lerwick and lease other facilities from LPA
Existing Value of Service	£1,300,000
Proposed Changes to Service	The Ferry Service as a whole is under review at present. This will include the Bressay Service. No alterations will be made prior to 1 <sup>st</sup> October 2012.

<b>Baseline Specification</b>	<b>3.04 Dial-a-ride Service to Tingwall airport</b>
Lead Organisation	Shetland Islands Council, Transport Service
Contact	Elaine Park Transport Strategy Officer
Date	March 2012
Area Coverage	BID area and Tingwall
Details of Service	Dial-a-ride service to Tingwall airport
Existing Value of Service	£6030
Gaps in Service	Will be revealed through an access review
Proposed Changes to Service	The Transport Service is currently reviewing all public transport as part of the network redesign. Changes will be implemented from mid-August 2013.
Notes	Living Lerwick will set up a working group with Shetland Islands Council, Lerwick Port Authority, Lerwick Community Council, Northern Constabulary and others to perform a full review of this service.

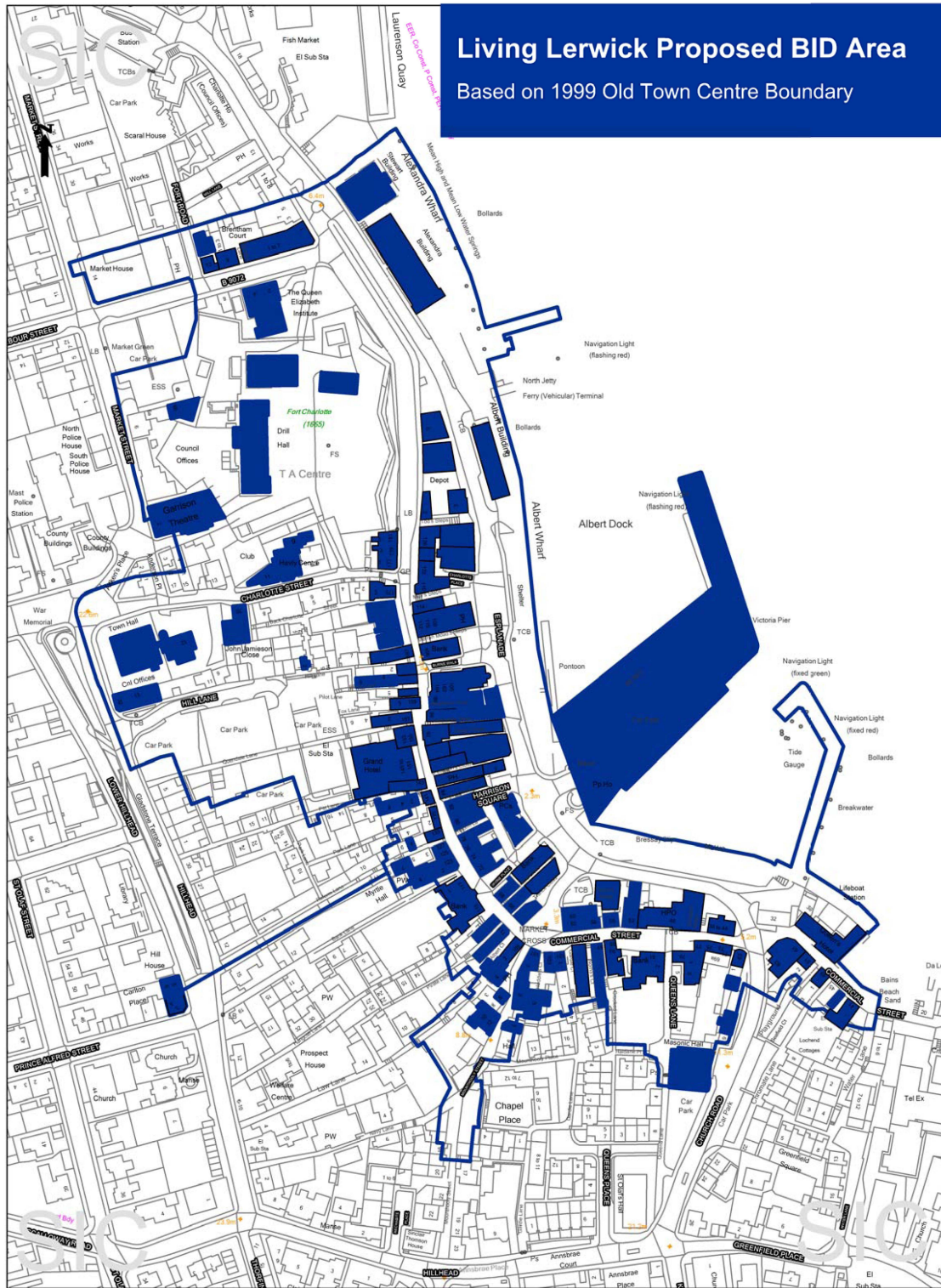
**Safety**

<b>Baseline Specification</b>	<b>4.01 CCTV provision</b>
Lead Organisation	Shetland Islands Council, Community Safety
Contact	Jenny Wylie Community Safety Officer
Date	March 2012
Area Coverage	BID area
Details of Service	In November 2010, the 14-camera public space CCTV system was officially launched, providing comprehensive coverage of Commercial Street, the Esplanade, Harrison Square and the Market Cross areas.
Performance Measure	An 18-month evaluation of the CCTV system is planned for May 2012.
Existing Value of Service	The system costs in the region of £220K (Scottish Government ASB funding) to install and it has ongoing repair, maintenance and dome cleaning costs of £7508 per annum for 5 years.
Notes	Community Safety staff would be happy to meet with Living Lerwick to discuss any concerns, issues or questions that they may have about CCTV in Lerwick Town Centre.

<b>Baseline Specification</b>	<b>4.02 Shetland Community Safety Partnership</b>
Lead Organisation	Shetland Islands Council, Community Safety
Contact	Jenny Wylie Community Safety Officer
Date	The Partnership has been up and running since 2002.
Area Coverage	Shetland-wide
Staff Details	The Partnership is supported by the Community Safety Officer, who is employed by Shetland Islands Council, and a Community Safety Local Authority Liaison Officer who is employed by Northern Constabulary. Both posts are full-time, however they both work on other commitments as well as supporting the Partnership.
Details of Service	The Shetland Community Safety Partnership is a multi-agency partnership that brings together representatives from a range of agencies who, by working together, aim to make Shetland a place where people can live, work and visit without fear for their own or others safety. The Shetland Community Safety Partnership operates at a <b>strategic</b> level, addressing the key community safety concerns that face Shetland. These challenges need to be tackled through agencies and communities working together to plan services and improve the quality of life for the whole community.
Performance Measure	The Partnership undertake self-assessment to ensure that they are <i>"fit for purpose"</i> .
Existing Value of Service	Not available for BID area only.
Notes	Community Safety staff would be happy to meet with Living Lerwick to discuss any community safety concerns that they might have.

# Part 4

## Map of the BID Area



**Living Lerwick Proposed BID Area**  
Based on 1999 Old Town Centre Boundary

