

OPERATING AGREEMENT (DRAFT)

Dated xxx

Southampton City Council
(the Council)

Southampton City Centre BID
(the BID Company)

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Operating Agreement

Dated xxx Between

- (1) **Southampton City Council** (the Council) of Civic Centre, Southampton SO14 7LY
- (2) **Southampton City Centre BID** (the BID Company) to be registered as a company limited by guarantee in England following a successful BID ballot result on 3rd November 2016

Recitals

- A 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
- B 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
- C 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
- D The purpose of this Agreement is to:
- establish the procedure for setting the BID Levy
 - confirm the basis upon which the Council or its agents 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 paid

IT IS AGREED:

1 Definitions

the Administrative Expenses means costs incurred by the Council in the administration, collection and recovery of the BID Levy and otherwise in connection with its compliance with its obligations under this Agreement and the Regulations (including without limitation the cost of setting up the financial systems for the collection of the BID Levy, its reasonable legal costs and the costs of paying its sub-contractors and/or agents in connection with the collection of the BID Levy, issuing Reminder Notices and taking enforcement action for non-payment of the BID Levy) but excluding the costs recovered by the Council in accordance with clause 8.2 and excluding the costs of delivery of the Standard Services in accordance with the Baseline Agreement

the Annual Report means a report to be prepared by the Council or its agent which details the following:-

- (i) the total amount of BID Levy collected during the relevant Financial Year;
- (ii) details of the success rate for the collection of the BID Levy;
- (iii) the Council's proposals (if any) to help improve its efficiency in the collection and enforcement of the BID Levy; and
- (iv) details of those BID Levy Payers who have paid the BID Levy and those who have not paid the BID Levy.
- (v) the Council's proposals for bad or doubtful debts

the Appeal Notice means a notice to be served by the BID Company in accordance with clause 9.2

Applicable Laws means the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to Business Improvement Districts from time to time;

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

the Baseline Agreement means the draft Agreement annexed at Schedule 2 the final version of which is to be agreed by the parties

the BID means the Business Improvement District which is managed and operated by the BID Company and which operates within and is covered by those streets set out in [Schedule 1] .

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

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

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

- (a) the total income and expenditure of the BID Levy;
- (b) other income and expenditure of the BID Company not being the BID Levy;
- (c) a statement of actual and pending deficits; and
- (c) the various initiatives and schemes upon which the BID Levy has been expended by the BID Company

the BID Levy means the charge to be levied and collected within the BID area pursuant to the Regulations

the BID Company's Termination Notice means a notice to be served by the BID Company on the Council pursuant to clause 11.8

the BID Levy Payer(s) means the non-domestic rate payers who are liable for paying the BID Levy

the BID Levy Rules means the rules set out in the Schedule which sets out how the BID Levy will be calculated, details of Exempt or Discounted Properties and other requirements related to the BID Levy (as may be amended by a successful alteration ballot)

BID Proposals means the proposals voted for by the BID Levy Payers in a ballot which sets out the objectives of the BID and identifies the various projects which will be undertaken using funds raised by the BID Levy and/or Voluntary Contributions to achieve those objectives and 'Renewal Proposals' has the same meaning save that 'ballot' shall be replaced with 'renewal ballot' and 'Alteration Proposals' has the same meaning save that 'ballot' shall be replaced with 'alteration ballot'

the 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

the BID Term means, subject to clause 3.2, the period of 5 years from and including 1st April 2017 up to and including 31st March 2022

the Council's Termination Notice means the notice to be served by the Council on the BID Company pursuant to Clause 11.1

the Contributors means the BID Levy Payers or other Contributors making voluntary contributions to the BID company.

Data Protection Legislation means the Data Protection Act 1998 ("DPA"), and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable, the guidance and codes of practice issued by the Information Commissioner;

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

Heredity shall have the same meaning as defined in the Regulations

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):

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

Enforcement Notice means a notice to be served on the Council as specified in Clause 9

the Exceptions means the circumstances in which the Council shall not be required to seek to enforce payment of the BID Levy where a BID Levy payer has failed to make payment pursuant to a Demand Notice. The exceptions shall be as agreed by the parties from time to time.

the Exempt or Discounted Properties means those class or classes of properties as identified in the BID Levy Rules which shall be exempt either from any requirement to pay the BID Levy or are permitted a discount on the BID Levy

the Financial Year means the financial year for the BID Company which runs from 1st April to 31st March in the following year

[Funding Agreement means the agreement between the Council and Hampshire Chamber of Commerce (formerly Hampshire Enterprise Limited) dated 25 February 2015 and subsequently amended by letter, pursuant to which the Council funded the developing and bringing to ballot of BID proposals in respect of the BID]

Liability Order means an order obtained from the Magistrates Court

the Monitoring Group means the group to be set up to monitor the collection and enforcement of the BID Levy (as referred to in Clause 10) such group to consist of one Council officer from Southampton City Council and one representative from the BID Company

the Operational Date means the date upon which the BID Arrangements come into force

the Public Meeting means the meeting to be held of all BID Levy Payers pursuant to the Public Meeting Notice

the Public Meeting Notice means a notice to be served pursuant to Clause 11.1 or 11.8 by either the Council or the BID Company which provides the following:-

- (a) confirmation that either party is considering terminating the BID;
- (b) details of the venue where the public meeting will be held;
- (c) confirmation that all BID Levy Payers who attend will be permitted to make representations

the Regulations means the Business Improvement Districts (England) Regulations [2004] and such amendments made by the Secretary of State pursuant to Section 48 of the Local Government Act 2003 (from time to time)

the Reminder Notice means the notice to be served pursuant to Clause 8.1

the Further Reminder Notice means the notice to be served following a Reminder Notice and pursuant to Clause 8.2

a Working Day means any day of the week other than a Saturday, a Sunday or a bank holiday

2 Statutory Authorities

- 2.1 This Agreement is made pursuant to Part IV of the Local Government Act 2003, section 2 of the Local Government Act 2000 and Section 111 of the Local Government Act 1972 and all other enabling powers including those set out in the Regulations

3 Commencement and Management of BID Arrangements

- 3.1 This Agreement shall be effective from and including 1st April 2017
- 3.2 The BID Company shall for the BID Term for the benefit of the BID and those who live, work or carry on any activity within the BID manage and operate the BID Arrangements in accordance with:

- 3.2.1 the [BID Proposals, BID Business Plan and *reference other relevant documents*] attached at schedule [x];
- 3.2.2 the Regulations;
- 3.2.3 Part 4 of the Local Government Act 2003; and
- 3.2.4 all other Applicable Laws

and shall do so diligently, with all reasonable skill and care, allocating sufficient resources and using suitably qualified and experienced personnel.

- 3.2 Where the BID Company makes a decision to hold a renewal ballot in respect of the BID it shall inform the Council of such decision as soon as reasonably possible after the decision is made and in any case in sufficient time to allow the renewal ballot to take place before the end of the BID Term and the parties may propose any reasonable changes to this Agreement to be effective during any extended term of the BID and the parties shall use their reasonable endeavours to agree the changes. If a renewal ballot is held and is successful then the terms of this Agreement shall continue in full force and effect for the new term subject to any changes agreed pursuant to this clause.

4 Setting the BID Levy

- 4.1 By 6th March 2017 for a 1st April BID start date the Council shall:-
 - (i) calculate the BID Levy due from each BID Levy Payer in accordance with the BID Levy Rules; and
 - (ii) confirm in writing to the BID Company the BID Levy payable annually by each BID Levy Payer
 - (iii) enter into the Baseline Agreement with the BID Company

5 The BID Revenue Account

- 5.1 Interest will only be paid on money in the BID Revenue Account if the Bank of England Bank Rate (formerly base rate) is 2.5% or higher and the month end credit balance is in excess of £50,000. Such interest, if any, will be paid to the BID Company as part of the BID Levy and will be calculated at Bank of England Bank Rate less 0.25%. Any overpayment made to the BID Company by the Council will attract the same interest terms.

6 Debits from the BID Revenue Account

6.1 The Council may debit directly from the BID Revenue Account:-

- (i) the Administrative Expenses; and
- (ii) an amount equal to any sums that have fallen due and are payable by the Council under the Funding Agreement so that the Council fully recovers the funding provided under the Funding Agreement; and
- (iii) the Council's reasonable costs in organising and delivering any BID ballot (regardless of when the ballot was held), alteration ballot, re-ballot or renewal ballot (all as defined in the Regulations) and the parties agree that such costs in respect of the BID ballot pursuant to which the BID was set up are [£7,000]

6.2 Notwithstanding the above provision the BID Company shall be responsible for ensuring that all VAT invoices delivered to the BID Company by the Council shall, if not debited from the BID Revenue Account, be paid within 28 days of delivery. The debits from the BID Revenue Account are exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the BID Company following delivery of a valid VAT invoice.

6.3 Any services delivered to the BID Company by the Council in addition to the Standard Services delivered under the Baseline Agreement shall be the subject of a separate VAT invoice which shall be paid by the BID Company within thirty days of the date of the invoice.

7 Collecting the BID Levy

7.1 The Council shall at the beginning of each Financial Year confirm in writing to the BID Company:-

- (i) the means by which the BID Levy Payer shall be billed for the BID Levy; and
- (ii) the proposed date when the BID Levy shall first be collected (such date to be on or after the Operational Date and such date shall take into account the time it takes for the Council or its sub-contractor to receive and process payments)

7.2 Pursuant to clause 7.1(ii) the Council shall serve the Demand Notices on each BID Levy payer and thereafter shall continue to calculate the BID Levy and serve the Demand Notices throughout the BID Term

- 7.3 The Council shall maintain a list which identifies payment and/or non-payment of the BID Levy and shall to the extent it is permitted to do so by the Data Protection Legislation make such information available to the BID Company, at intervals of not less than once a month if so requested.
- 7.4 The Council shall carry out reviews of each Hereditament within the BID Area in accordance with its existing practices and systems and the BID Company shall provide such support as the Council may reasonably require and in the event of any change in the occupier of each Hereditament or the merger or division of a Hereditament (or provision of an additional Hereditament) the Council shall:
- (a) serve an updated list of BID Levy payers upon the BID Company;
 - (b) serve a Demand Notice (or alter any existing Demand Notice if appropriate) on the relevant BID Levy Payer
- 7.5 The Council shall use reasonable endeavours to collect the BID Levy on the date specified (pursuant to clause 7.1(ii) above) and thereafter on an annual basis and in accordance with the procedure set out in Schedule 4 of the Regulations
- 7.6 The Council shall collect the BID Levy in accordance with its usual procedures for the collection of non-domestic rates
- 7.7 On the 1st day of every month (or where that is not a Working Day the nearest Working Day after that date) commencing on the 1st day of May 2017 the Council shall notify the BID company of the amounts credited to the BID Revenue Account during the month immediately preceding that month and of the amount of the debits attributable to that month authorised in accordance with clause 6 and within [14] days of receipt of an appropriate VAT invoice from the BID Company which shall be issued promptly shall transfer to the BID Company's own bank account the amount due (being the amount credited to the BID Revenue Account notified in accordance with this clause 7.7 less the debits net of VAT authorised under clause 6) and provide written confirmation of the sum transferred. The BID Company shall provide written acknowledgement of receipt of such monies within 14 days of receipt.
- 7.8 In the event of an overpayment by the Council to the BID in excess of £5,000 for a period of more than three consecutive months, the BID will return the overpayment to the Council within 14 days of being notified.

8 Procedures available to the Council for enforcing payment of the BID Levy

- 8.1 In the event that the BID Levy is not paid in whole within [28]days from the 1st April of each year then (subject to the Exceptions or as may otherwise be agreed between the parties) the Council shall serve a Reminder Notice on such defaulting BID Levy Payer which shall:-

- (i) identify the sum payable;
- (ii) provide a further 14 (fourteen) days for payment to be made;
- (iii) confirm that the Council will consider making an application to the Magistrates Court for a Liability Order to recover the unpaid sum (together with costs)

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8.2 In the event that the BID levy is not paid in whole within seven days of the service of the Reminder Notice in accordance with clause 8.1 then the Council shall as soon as reasonably possible inform the BID Company of such further failure to pay (subject to the Exceptions). The Council will consider any comments made by the BID Company before deciding whether to make an application to the Magistrates Court for a Liability Order. The Council may then make an application to the Magistrates Court for a Liability Order to recover the outstanding sum of the BID Levy as is permitted by the Regulations and the Non-Domestic Rating (Collection & Enforcement)(Local Lists) Regulations 1989 (as amended). The Council will bear the cost of any application for summons and will recover these costs from the revenue generated through any such action.

9 Enforcement Mechanisms for non-collection of the BID Levy by the Council

9.1 In the event that the Council is not following the process for enforcement of the BID Levy pursuant to Clause 8 above, without reasonable cause, the BID Company may serve an Enforcement Notice on the Council requesting that:-

- (i) it issues a Reminder Notice; or
- (ii) a Further Reminder Notice; or
- (iii) makes an application for a Liability Order

unless enforcement action at each stage cannot reasonably be progressed due to one of the following:

- ratepayer absconded
- insolvency proceedings
- debt is too low to make application for a liability order (under £100)
- liability disputed
- unable to establish liability
- future payment arrangement in place
- client / bid team instruction
- property pending VOA re-assessment
- legal challenge pending against the actual BID
- Magistrate refuses to issue a Liability Order for any reason

or the Council or the BID Company reasonably consider that enforcement action would otherwise be undesirable.

9.2 If after being served an Enforcement Notice the Council fails to take the requested action within 28 days then the BID Company shall serve an Appeal Notice to the Chief Executive of the Council. Such notice shall:-

- (iv) detail the sum which remains unpaid;
- (v) confirm that the Council has failed to use the enforcement mechanisms available to it under this Agreement to recover the sum; and
- (vi) request a meeting take place between the Chief Executive, relevant officers of the Council and BID Company to achieve a solution and/or agree a strategy to recover the outstanding sum such meeting to take place in any event no later than 28 (twenty eight) days from service of the Appeal Notice

9 Accounting Procedures and Monitoring

10.1 Within 1 (one) month from the Operational Date the Council and BID Company shall form the Monitoring Group

10.2 In addition to the information outlined in clause 7.4 of this Agreement, every month during the BID term the Council shall to the extent it is permitted to do so by the Data Protection Legislation provide the BID Company with a breakdown of:-

10.2.1.1.1 the amount of BID Levy for each individual BID Levy Payer;

10.2.1.1.2 the BID Levy collected in relation to each BID Levy Payer;

10.2.1.1.3 details (together with the outstanding unpaid sum) of those BID Levy Payers who have not paid the BID Levy;

10.2.1.1.4 details of the Reminder Notices issued throughout that period; and

10.2.1.1.5 details of any Liability Orders obtained or applied for by the Council;

10.3 The Monitoring Group shall meet no less than once in any one Financial Year and on other occasions as may reasonably be required further meetings of the Monitoring Group shall be arranged by the service of written notice by either party on the other, such notice to be provided no less than 28 (twenty eight) days prior to the date of the proposed meeting (or lesser if otherwise agreed or in cases of emergency) and provided further that such meetings can be dispensed with altogether upon the written agreement of both the Council and the BID Company

10.4 At each meeting the Monitoring Group shall

- 10.4.1.1.1 review the effectiveness of the collection and enforcement of the BID Levy [and of the BID Arrangements generally]; and
- 10.4.1.1.2 if required, review and assess the information provided by the Council pursuant to Clause 10.2 above and make any recommendations for implementation as may be agreed (and which are permitted by the Regulations and the terms of this Agreement)
- 10.5 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
- 10.6 The BID Company shall provide the BID Company Report to the Council two weeks prior to their Annual General Meeting (this normally takes place in May).

11 Termination

- 11.1 The Council shall not be permitted to terminate the BID Arrangements because:
- (i) 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
 - (ii) the Council is unable, due to any cause 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 and 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 11.2 or 11.3 (whichever is applicable)
- 11.2 Where the BID Termination Notice relates to Clause 11.1(i) both parties shall agree and/or discuss or review the following:
- (a) 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;
 - (b) insufficient funds;
 - (c) alternative means by which the insufficiency of the funds can be remedied; and
 - (d) an appropriate time frame to resolve this issue;
- 11.3 Where the BID Termination Notice relates to clause 11.1(ii) both parties shall agree and/or discuss or review the following:

- 11.3.1.1 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;
- 11.3.1.2 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;
- 11.3.1.3 alternative means of procuring the said services or works by third parties or increased financial funding from the BID Company;
- 11.3.1.4 alternative replacement services or works which will be acceptable to the BID Company ;
- 11.3.1.5 an appropriate time frame to resolve this issue
- 11.4 In the event that the parties cannot reach agreement in relation to the matters set out in clauses 11.2 or 11.3 above the Council shall cause a Public Meeting to be held 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 shall be provided to the BID Company no less than 28 days prior to termination taking place
- 11.5 Upon termination of the BID Arrangements the Council shall review 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) the Council shall:
- 11.5.1.1 calculate the amount to be refunded to each BID Levy payer;
- 11.5.1.2 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
- 11.5.1.3 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.
- 11.6 Upon termination of the BID the Council shall notify the BID Levy Payers of such termination together with confirmation as to whether any part of the BID Levy is to be repaid to BID Levy payers, all in accordance with clause 18(6) of the Regulations.
- 11.7 The BID Company shall not be permitted to terminate the BID Arrangements where:
- 11.7.1.1 the works or services under the BID Arrangements are no longer required; or
- 11.7.1.2 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 has served the BID Company's Termination Notice on the Council and thereafter carried out a proper consultation with all relevant representatives of the BID Area as considered appropriate by the Council.

11.8 Upon termination of the BID Arrangements the BID Company shall notify the Council of such termination in accordance with clause 18(5) of the Regulations and the Council shall notify the BID Levy payers together with confirmation as to whether any part of the BID Levy is to be repaid to BID Levy payers, all in accordance with clause 18(6) of the Regulations.

12 Confidentiality

12.1 Subject to clause 18, 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 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.

13 Notices

13.1 Any notice required to be given under or in connection to this Agreement shall be in writing, signed by or on behalf of the party giving it and shall be served by delivering it personally, or by sending it by pre-paid first-class post, recorded delivery or registered post to the address provided for above or such substitute address in England as may from time to time have been notified by the relevant party.

13.2 A notice shall be deemed to have been received:

13.2.1 if delivered personally, at the time of delivery; and

13.2.2 in the case of pre-paid first-class post, 2 Working Days from the date of posting.

14 Miscellaneous

14.1 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 such part shall be struck out and the balance of this Agreement shall remain. The rights and remedies of the Council under this Agreement are without prejudice to its other rights and remedies including without limitation its rights and remedies under the Regulations.

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

14.3 For the avoidance of doubt the provisions of this Agreement (other than those contained in this Clause) shall not have any effect until this document has been dated

14.4 Where reference is made to a Clause, Part, Plan or Recital such reference (unless the context requires otherwise) is a reference to a clause, part, plan, or recital within or attached to this Agreement

14.5 References to the Council include any successors to its functions as local authority for the BID Area

14.6 References to statutes, bye laws, regulations, orders, delegated legislation shall include any such instrument re-enacting or made pursuant to the same power

14.7 The Council may without the consent of the BID Company sub-contract any or all of its obligations under this Agreement.

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 County Council and Council under all statutes bye-laws statutory instruments orders and regulations in the exercise of its functions as a local authority

16 Contracts (Rights Of Third Parties)

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

17 Dispute Resolution

17.1 The parties shall attempt, in good faith, to resolve any dispute promptly by negotiation which shall be conducted as follows:

17.1.1 the dispute shall be referred, by either party, first to the Council's [Head of Economic Development and Skills] and the BID Company's *[details]* for resolution; and

17.1.2 if the dispute cannot be resolved by agreement under clause 17.1.1 within 10 Working Days of the dispute having been referred the parties may either:

17.1.2.1 agree to refer the dispute to an independent person to be appointed by agreement between the parties and any charge made and expenses reasonably incurred by that independent person shall be paid by the parties in equal shares, unless the

independent person determines that a greater share should be borne by one of the Parties; or

17.1.2.2 agree to refer the matter to an adjudicator.

17.3 Without prejudice to their rights and remedies under this Agreement, the parties shall continue to perform their respective obligations under this Agreement notwithstanding any dispute or the implementation of the procedures set out in this clause 17.

18 Freedom of Information and Data Protection

18.1 The BID Company accepts that the Council is obliged to comply with the Freedom of Information Act 2000 ("the Act") and the Code of Practice on the Act, and will assist the Council to comply with these obligations. This includes helping the Council comply with its obligation to respond to a request for information within 20 days of receipt; and providing information to the Council where the Council requests.

18.2 The Council is entitled to disclose information unless it believes that the information is exempt under the Act. Exemption may apply where, for example, information is provided in confidence; where the information is a trade secret; or where release is likely to prejudice commercial interests. The Council will decide, acting reasonably, whether information requested under the Act is to be disclosed or not. The Council will where reasonably practicable consult the BID Company and will consider any representations made by it.
The Council shall not be liable for any loss or other detriment caused by the disclosure of any information in response to a request for information under the Act.

18.3 Both parties shall comply with the requirements of the Data Protection Legislation in the performance of their obligations and the exercise of their rights under this Agreement.

19 Jurisdiction

The Agreement shall be governed and construed in accordance with English Law and the parties hereto submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute or conflict arising from this Agreement.

Executed as a Deed by affixing
the Common Seal of SOUTHAMPTON CITY COUNCIL
in the
presence of

Authorised Signatory

The Common Seal of SOUTHAMPTON CITY CENTRE BID
was hereunto affixed in the presence of:

Authorised Signatory

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