

**Dated**

**BID BASELINE AGREEMENT**

**Cherwell District Council**

**and**

**Banbury Business Improvement District**

**THIS DEED is made on the *INSERT DATE***

**BETWEEN**

- (1) **CHERWELL DISTRICT COUNCIL** of Bodicote House,  
Bodicote, Banbury, OX15 4AA (“the Council”)
  
- (2) **BANBURY BUSINESS IMPROVEMENT DISTRICT  
LIMITED** (Company No: XXXXXXXXX) whose registered  
office is TO BE CONFIRMED (“the BID Company”)

**Recitals**

- A The Council is the local authority for the purposes of the Local Government Act 2003 and is responsible for providing services within the BID Area;
  
- B The BID Company is responsible for the management and operation of the BID and for achieving the objectives and aspirations set out in the BID Proposal;
  
- C The purpose of this Agreement is to set out for the avoidance of doubt the:
  - (i) services provided by the Council within the BID Area;
  
  - (ii) benchmark levels against which the provision of the Standard Services will be measured so as to ensure that whenever the BID Company wishes to provide any additional/complementary services these services are not services which the Council should be providing pursuant to its existing statutory duties; and
  
  - (iii) mechanism for the continued monitoring and review of the Standard Services.

**It is agreed:**

## **1 Definitions**

**Agreement** means this BID Baseline Agreement

**BID** means the Business Improvement District which is proposed to be managed and operated by the BID Company and has the meaning given in the Regulations;

**BID Area** means that area within which the BID operates as defined within the BID proposal and as shown in the map attached at Schedule 3 hereto;

**BID Arrangement** has the meaning given by section 41 of the Local Government Act 2003;

**BID Levy** means the charge levied and collected within the BID pursuant to the Regulations;

**BID Levy Payers** means the non-domestic rate payers liable for paying the BID Levy;

**BID Proposal** means the plan voted for by the BID Levy Payers in a ballot which sets out the objectives & projects 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';

**BID Term** means from the Commencement Date (as defined in clause 3.1 below) 1<sup>st</sup> April 2018 to 31<sup>st</sup> March 2023;

**Complementary Services(s)** means those services within the BID Area provided by or on behalf of the BID Company which are complementary to the Standard Services and details of the initial Complementary Services are provided in Schedule 2;

**Complementary Service Provider** means the provider of a Complementary Service;

**Failure Notice** means a written notice served on the Council by the BID Company which:

(a) sets out the Standard Services which the notice relates to;

- (b) states which of the Standard Services are not being adhered to in accordance with this Agreement; and
- (c) requests that the Council liaise directly with the provider or contractor responsible for carrying out such Standard Service as soon as practicable for the purposes of securing compliance with this Agreement;

**Financial Year** means the financial year for the BID Company which runs from 1 April to 31 March each calendar year;

**Operating Agreement** means the agreement entered into on *INSERT DATE* between the Council and the BID Company which sets out various procedures for the collection, monitoring and enforcement of the BID Levy;

**Protocols** means the informal procedures to be agreed by the Council and the BID Company, the purpose of which is to assist in the provision of the Standard Services;

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

**Services Review Panel** means the panel to be set up consisting of 2 representatives from the Council [who shall be Council officers] and 2 representatives from the BID Company. All decisions taken by the Services Review Panel will be taken by a simple majority of the members of the Service Review Panel constituted at the time of the decision;

**Standard Services** means those services which are provided by the Council within the BID Area as set out in Schedule 1; and

## **2 Statutory Authorities**

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

## **3 Commencement and Term**

- 3.1 The terms of this Agreement shall take effect upon the date of this Agreement (1<sup>st</sup> April 2018 until 31<sup>st</sup> March 2023).

- 3.2 This Agreement shall operate from the Commencement Date and run for the BID Term unless the Council determines that it shall cease to be of any further effect in the event that:
- (a) the BID Company fails to secure approval of the BID Proposals, Renewal Proposals or Alteration Proposals in a ballot, renewal ballot, alteration ballot or any re-ballot of the same;
  - (b) the Secretary of State declares void a BID ballot, renewal ballot, alteration ballot or re-ballot of the same;
  - (c) the Council exercises its veto pursuant to section 2 of the Local Government Act 2000 and section 51(2) of the Local Government Act 2003 and paragraph 12 of the Business Improvement District (England) Regulations 2004 and there is no successful appeal against the veto;
  - (d) the BID Term expires save where the BID Company secures approval of Renewal Proposals in a renewal ballot or Alteration Proposals in an alteration ballot or BID Proposals in a re-ballot in which event this Agreement shall continue until the expiry of the BID Term as revised by such Renewal Proposals, Alteration Proposals or the BID Proposals set out in a re-ballot, PROVIDED THAT in relation to Renewal Proposals and Alteration Proposals the Council and the BID Company agree in writing to such continuation, such agreement to be made no later than one (1) month after the renewal ballot or alteration ballot as appropriate;
  - (e) the Council exercises its discretion to terminate the BID Arrangements in exercise of its powers under Regulation 18 of the Regulations; or
  - (f) the Council terminates this Agreement pursuant to clause 10 of this Agreement.

#### **4A The BID Company's Obligations**

- 4A.1 The BID Company agrees that it will provide the Council with any information which the Council may reasonably require in relation to the carrying out of the Standard Services and any Complementary Services in respect of which the Council is the Complementary Services Provides.

4A.2 In the event that the BID Company intends to change the Complementary Services, the BID Company shall serve notice on the Council for the purposes of arranging a meeting of the Services Review Panel and at such a meeting the BID Company shall consult with the Council in respect of the intended change to the Complementary Service.

#### **4 The Council's Obligations**

4.1 The Council agrees to the following:

4.1.1 to provide the Standard Services within the BID Area at its own cost for the duration of the BID Term; and

4.1.2 not to use the BID Levy at any time to either fund or procure the Standard Services.

4.2 In the event that the Council is to alter the way in which it provides the Standard Services (including any reduction or cessation of same) within the BID area set out in Schedule 1, due to a change in legislation, its financial position, or its priorities it shall:

- (a) identify the alterations, reductions or cessations to the Standard Services;
- (b) provide a detailed explanation of why the alterations, reductions or cessations are to apply; and
- (c) state the date upon which the alterations, reduction or cessation will come into effect.

4.3 The Council may provide different Standard Services, delayed Standard Services or no Standard Services in the event that it is not reasonably practicable, in the Council's opinion, to provide the Standard Services by reason of:

- (a) adverse weather conditions in the BID Area;
- (b) an excessive number of pedestrians in the BID Area which would impede or inhibit the carrying out of the Standard Services;
- (c) restrictions by the police as to the persons and/or number of persons permitted access to the BID Area;

- (d) marches, parades, festivals or other public events in or affecting the BID Area where such activities or events directly impede or inhibit the Standard Services from being provided; or
- (e) any other reason in the BID Area or affecting the BID Area beyond the control of the Council,

PROVIDED ALWAYS that the Council shall, if it is reasonably practicable to do so before exercising its rights under this clause 4.3, provide the BID Company with reasonable notice in the event that the Council intends to provide different Standard Services or delayed Standard Services or no Standard Services as a result of any of the reasons mentioned in this clause 4.3 and the Council shall use its reasonable endeavours to recommence the Standard Service as soon as reasonably practicable to the same standard as it was immediately before the change.

- 4.4 The Council shall use reasonable endeavours to liaise with the BID Company where the Complementary Services are complementary to or are of a similar nature to the Standard Services.
- 4.5 The Council shall consider such recommendations in the carrying out or provision of the Standard Services as may be made by the Services Review Panel PROVIDED ALWAYS that the Council shall not be obliged to act on such recommendations if it reasonably considers there to be good reasons (including, for the avoidance of doubt, financial or resource related reasons) not to do so at any time.
- 4.6 The Council shall, when undertaking reviews of parts of the Standard Services, consult with the BID Company on the provision and delivery of those Standard Services and on how they may be provided more efficiently or effectively.
- 4.7 The Council shall, upon receipt of a Failure Notice from the BID Company, use reasonable endeavours to secure the improvement of the Standard Services to ensure compliance with the terms of this Agreement.

## **5 Monitoring and Review**

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

- 5.1.1 review and monitor the carrying out of the Standard Services;

- 5.1.2 make any recommendations required pursuant to paragraph 5.1.1 (above) to the Council and the BID Company;
- 5.1.3 where appropriate, review and monitor the provision of the Complementary Services and make such recommendations to the BID Company as are appropriate;
- 5.1.4 review any Failure Notices served by the BID Company and steps which should be taken to secure the proper carrying out of the Standard Services; and
- 5.1.5 identify the need for any improvement or alteration to the Standard Services and make such recommendations to the Council and/or the BID Company as are appropriate.
- 5.2 Within 28 days from the Commencement Date the parties shall agree the dates when there will be meetings of the Services Review Panel, PROVIDED ALWAYS that there shall be at least 2 such meetings in each Financial Year during the BID Term.

## **6 Joint Obligations**

- 6.1 Both the Council and the BID Company agree:
  - 6.1.1 for the purposes only of monitoring the Standard Services to review and take account of any representations or recommendations made to them by the Services Review Panel and take such action as may be appropriate;
  - 6.1.2 to carry out an annual review of the Standard Services to be provided and make such amendments to the level of Standard Services as may be possible with regards to existing contractual obligations and agreements;
  - 6.1.3 to agree such Protocols as may be required in order to assist in the carrying out, or provision of, the Standard Services (and thereafter to review the same annually); and
  - 6.1.4 to operate the Standard Services in accordance with such agreed Protocols.



## **7 Licence**

- 7.1 The Council shall grant a licence to the BID Company or its agents or a Complementary Service Provider to enter into or upon any land within the Council's ownership for the purposes of carrying out Complementary Services, provided that the BID Company has obtained the prior agreement of the Council to the nature of and method by which the Complementary Services will be undertaken PROVIDED ALWAYS that the Council shall be entitled to withdraw such a licence in the event that in the Council's reasonable opinion the BID Company, its agents or any Complementary Service Provider, act in such a manner which either contravenes health and safety requirements, or seriously damages Council property, severely prejudices the manner in which the Council can carry out its usual public services or where, in the Council's reasonable opinion, it is necessary to withdraw such licence in order to safeguard the health and safety of persons in or around the BID Area or part thereof.
- 7.2 Access to the highway for the purposes of carrying out the Standard Services and Complementary Services shall be through application to Oxfordshire County Council as highway authority and both parties shall use reasonable endeavours to enable the BID Company or the Complementary Service Provider to procure such licence or permission as may be necessary to enable such access.
- 7.3 When undertaking reviews of the Complementary Services which are undertaken on, in or upon any land within the Council's ownership or the highway, the BID Company shall, through the Services Review Panel, consult with the Council on the method of delivery of those Complementary Services.
- 7.4 The BID Company shall be responsible for making good all and any damage caused to land in the Council's ownership or the highway by the undertaking of the Complementary Services at its own expense and to the reasonable satisfaction of the Council, Banbury Town Council or Oxfordshire County Council as appropriate.
- 7.5 The BID Company shall ensure that it can meet insurance and liability requirements for the undertaking of the Complementary Services which are undertaken on, in or upon any land within the Council's ownership or the highway and shall produce to the Council, on request, copies of all insurance policies, cover notes, receipts and other documents necessary to establish compliance with this Agreement.

## **8 Termination**

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

- (a) the expiry of the BID Term provided that in the event the BID is renewed after the BID Term this Agreement shall, subject to the consent of both parties and any variations they may agree, continue to remain in force and of full effect;
- (b) the early Termination of the BID and the giving of relevant notices as required by the Regulations and the Operating Agreement;
- (c) either party committing an irremediable breach of this Agreement;
- (d) either party committing and failing to remedy a remediable breach of this agreement within a reasonable time following receipt of a written notice from the other party outlining the breach and the steps required to remedy the same; or
- (e) the agreement of both parties.

## **9 Confidentiality**

9.1 Subject to the statutory obligations on the Council, in particular the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, both the Council and the BID Company agree to keep confidential and not to divulge to any person without the prior written consent of the other party all information (written or oral) concerning the business affairs of the other nor any information which has been exchanged about the BID Levy Payers or about other third parties which it shall have obtained or received as a result of operating the BID. This obligation shall survive the termination of this Agreement or lapse of the provision of the BID.

## **10 Notices**

10.1 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 address provided for above or such substitute address in England as may from time to time have been notified by that party.

10.2 A Notice may be served by:

- 10.2.1 delivery to the Council's address as specified above;
  - 10.2.2 delivery to the Company Secretary at the BID Company's address specified above; or
  - 10.2.3 registered or recorded delivery post.
- 10.3 Any notice served shall be deemed to have been validly served or given at the time when in the ordinary course of business it would have been received.

## **11 Miscellaneous**

- 11.1 For the avoidance of doubt where any part of this Agreement is incompatible with the Regulations or any other regulations which the Secretary of State may issue pursuant to Part IV of the Local Government Act 2003, or is found by any court of competent jurisdiction to be unlawful, invalid, or unenforceable, then such part shall be struck out and the balance of this Agreement shall remain and the parties shall enter good faith negotiations to remedy the deficiency in drafting to achieve the intention behind the original drafting in a lawfully compliant manner.
- 11.2 The headings appearing in this Agreement are for ease of reference only and shall not affect the construction of this Agreement.
- 11.3 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.
- 11.4 Where reference is made to a Clause, Part, or Recital such reference (unless the context requires otherwise) is a reference to a clause, part, plan, or recital attached to this Agreement.
- 11.5 References to the Council include any successors to its functions as local authority, including, for the avoidance of doubt, any company which is wholly owned by the Council from time to time which delivers the Standard Services or any Complementary Services in respect of which the Council is the Complementary Service Provider.
- 11.6 References to statutes, bye laws, regulations, orders and delegated legislation shall include any such instrument re-enacting or made pursuant to the same power.

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

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

## **13 Contracts (Rights of Third Parties)**

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

## **14 Dispute Resolution**

14.1 If a dispute arises between the Council and the BID Company in relation to any matter which cannot be resolved either party may refer such dispute to the dispute resolution procedure set out in Clause 14.2 or 14.3, as appropriate, below.

14.2 In the first instance each of the Council and the BID Company shall arrange for senior representatives of both parties to meet solely in order to resolve the matter in dispute. Such meeting(s) shall be minuted and conducted in such manner and at such venue (including a meeting conducted over the telephone) as to promote a consensual resolution of the dispute in question.

14.3 If the meeting(s) referred to in Clause 14.2 does not resolve the matter in question then the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure or any other model mediation procedure as agreed by the parties. In such circumstances the following shall apply:

14.3.1 to initiate a mediation the parties may give notice in writing (a **Mediation Notice**) to the other requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation organisation as agreed by the parties asking them to nominate a mediator;

14.3.2 the mediation shall commence within 28 days of the Mediation Notice being served;

- 14.3.3 neither party will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one hour. Thereafter paragraph 14 of the Model Mediation Procedure will apply (or the equivalent paragraph of any other model mediation procedure agreed by the parties);
- 14.3.4 neither party to the mediation will commence legal proceedings against the other until 30 days after such mediation of the dispute in question has failed to resolve the dispute;
- 14.3.5 the parties will co-operate with any person appointed as mediator providing him with such information and other assistance as he shall require and will pay his costs, as he shall determine or in the absence of such determination such costs will be shared equally; and
- 14.3.6 [the parties agree that the decision of the mediator shall be final and binding] OR [nothing in this clause 14 shall prejudice or prohibit either party from pursuing any claim via court proceedings]

## **15 Variation**

- 15.1 No variation of this Agreement shall be effective unless it is in writing and signed by the Council and the BID Company.

## **16 Assignment and Novation**

- 16.1 This Agreement is personal to the parties and may not be assigned at law or equity by either party without the written consent of the other PROVIDED ALWAYS that this clause 16 shall not apply in the event of a novation of this Agreement by the Council to a wholly owned company.

## **17 Proper Law and Jurisdiction**

- 17.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales and each party agrees to the exclusive jurisdiction of the courts of England and Wales

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

**EXECUTED** as a **DEED** by )  
**CHERWELL DISTRICT COUNCIL** )  
by affixing its Common Seal in )  
the presence of )

Authorised Signatory

**EXECUTED** as a **DEED** by )  
**BANBURY BUSINESS** )  
**IMPROVEMENT DISTRICT** )  
acting by: )

..... Director

in the presence of:

Witness signature: .....

Witness name: .....

Witness address: .....

.....

Witness occupation: .....

## **Schedule 1 – Standard Services**

### **SECTION 1.1 SERVICES PROVIDED BY CHERWELL DISTRICT COUNCIL**

#### **1.1.0 Town centre parking reductions or concessions**

The District Council currently offers:

- Tariff has not increased since 2009 with removal of evening charges in 2011.
- Support for 'Small Business Saturday' with free parking all day.
- Ad-hoc promotions for example 'Free after Three' last held during a 6 week period after Christmas (Jan/Feb 2017) to support businesses during what can be a quieter period (with on-line sales dominating).
- Removal of Blue Badge Holder Charges to be implemented Summer 2017.
- Season Tickets monthly/quarterly/annually with reductions on full price parking charges.

*Led by: Contact Centre Services Manager*

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#### **1.1.1 Town centre events, including street markets**

The District Council currently runs:

- Banbury Michaelmas Fair
- Weekly Retail Charter Markets (Thursday & Saturday)
- Monthly Farmers Market (first Friday of each month)
- Quarterly Specialist/Continental Markets
- Christmas Market

*Led by: Street Scene and Landscape Manager*

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- Ad-hoc support to the Banbury Arts & Crafts Market. This is an annual event (part of Canal Day) at The Mill. The lead organiser is Banbury Town Council.

*Led by: Community Services Manager*

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- Spiceball Park Sports Centre (operated under contract) offers an annual community open day.

*Led by: Leisure Facilities & Projects Manager*

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- Health & Safety and Food Hygiene regulatory advice, support and inspection.
- Training Courses – Taught and elearning (Food Hygiene, Health & Safety, Premises License Holders and more).
- Event Management advice, guidance and support.
- Will issue a licence or temporary event notice to permit the relevant regulated entertainment.
- Will issue Street Trading, along with table and chairs permits, which authorise the sale of goods on the street.
- Deal with noise and other nuisance.
- Promote a safe, attractive, and enjoyable Town Centre Environment, through the use of Public Space Protection Orders.
- Facilitate safe public transportation through the taxi licensing regime; inclusive of the provisions of taxi ranks and taxi operator's offices.
- Advice and assist licensed establishments in meeting all of the licensing objectives, and requirements.
- Lease, and negotiate with responsible Authorities and Bodies to facilitate business.
- Issue licences covered under the Gambling Act.

*Led by: Public Protection Manager*

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### **1.1.2 Town centre street theatre & entertainment**

The District Council currently runs, arranges, subsidises or commissions:

- Support for participatory art workshops (through our 'taking part' scheme) as part of the annual Old Town Party. The lead organiser of the Old Town Party is Banbury Town Council.

*Led by: Community Services Manager*

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- Additional support for events that provide significant demonstrable economic, trade and town vitality benefits.

*Led by: Economic Growth Manager*

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- Health & Safety and Food Hygiene regulatory advice, support and inspection.
- Training Courses – Taught and e-learning (Food Hygiene, Health & Safety, Premises License Holders and more).
- Event Management advice, guidance and support.
- Will issue a licence or temporary event notice to permit the relevant regulated entertainment.

*Led by: Public Protection Manager*

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### **1.1.3 Town Centre Christmas Lights**

The District Council currently provides:

The provision of the annual Christmas Lights within the Town Centre. Annual costs: Circa £43,000 (Banbury Town Council contributes £21,500 towards CDC costs).

*Led by: Street Scene and Landscape Manager*

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### **1.1.4 Town Centre floral displays**

The District Council currently provides:

The landscape maintenance and plant material for the hanging baskets, floral planters, shrub border and tree Maintenance. Annual costs: Circa £25,000 - £30,000 (Banbury Town Council contributes £8,000 towards CDC costs).

*Led by: Street Scene and Landscape Manager*

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### **1.1.5 Town Centre street cleansing**

The District Council currently provides:

The cleansing of all areas within the town centre, sweeping of all roads and paths, litter picking, bin emptying, recycling and maintaining public toilets. Annual costs: Circa £110,000 - £120,000.

*Led by: Cleansing Services Manager*

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### **1.1.6 Town Centre street furniture maintenance**

The District Council currently provides:

The maintenance and replacement of the existing street furniture within the town centre. Annual Cost: Circa £15,000 - £20,000.

*Led by: Street Scene and Landscape Manager*

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### **1.1.7 Town Centre security measures, including CCTV**

The District Council currently provides:

Public open space **Closed Circuit Television** (CCTV) within the curtilage of the area marked in the proposal. This CCTV is monitored by Thames Valley Police from Banbury police station. There are between 15 and 20 cameras, depending on periodic review and future development.

- The cost for this operation to CDC is. £130,000 per annum

The Council employs two **Community Wardens** to patrol the town centre and work with local police and businesses to promote safety in both the day and night time economies.

- The cost for this operation to CDC is. £37,000 per annum

The Council and Community Safety Partnership deliver a **Night Safe Economy action plan** to ensure those that use the town at night are safe and get home safe.

- The cost for this operation to CDC is. £15,000 per annum

The council has introduced a **Public Space Protection Order** to prevent begging, drinking and rough sleeping in the area of the town centre as marked on the map within the proposal

- The cost for this operation to CDC is. £2,000 per annum plus wardens patrol time costs

*Led by: Public Protection Manager*

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### **1.1.8 Town Centre Place Management**

The District Council currently provides:

- Staff time and project funding to lead and/or contribute to partnership activity that adds vitality to the town centre.

*Led by: Economic Growth Manager*

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### **1.1.9 Town Centre business support**

The District Council currently provides:

- Support to retailers in developing their businesses.
- Information, advice and guidance services, including access to funding and support from two Local Enterprise Partnerships.

*Led by: Economic Growth Manager*

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- Health & Safety and Food Hygiene regulatory advice, support and inspection.
- Workplace Wellbeing Charter advice and accreditation.
- Food Hygiene Rating Scheme assessment and rescore visits.
- Training Courses – Taught and elearning (Food Hygiene, Health & Safety, Premises License Holders and more).
- Primary Authority Partnerships.
- Advice in respect of noise and pollution matters.
- Advice in respect of applying for licences

*Led by: Public Protection Manager*

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## **SECTION 1.2 LINKED SERVICES PROVIDED BY BANBURY TOWN COUNCIL**

The Town Council currently provides:

### **1.2.1 Town Centre Christmas lights**

Annual financial contribution to CDC of £21,500.

### **1.2.2 Town Centre floral displays**

Annual financial contribution of £8,000.

### **1.2.3 Town Centre security measures, including CCTV**

Annual financial contribution of £5,000 to CCTV and £3,000 to Crime Partnership.

### **1.2.4 Banbury Cross and Fine Lady Statue**

Repair and Maintenance/Insurance costs £5,000.

### **1.2.5 Town Centre Grounds Maintenance**

St Mary's Churchyard (grass/hedge/flower borders) - £5,000  
Street Weed Spraying - £350

### **1.2.6 Banbury Town Hall**

Operation as a town centre venue for hire. Repair & maintenance.  
£41,000 net.

### **1.2.7 Town Centre Events**

- **Armed Forces Day (July)**

The event consists of a parade through the town, demonstrations in the Market Place and static displays/stands within the town centre. Expenditure by Banbury Town Council is £3,256 with additional funding from an Armed Forces Day grant.

- **Banbury Food Fair (August)**

A very popular and well attended food festival in the heart of the town. Food and drink traders equate to approximately 120, trading in areas of Market Place/Cornhill and Bridge Street. Alongside the Food Festival BTC runs the Banbury Flower & Produce Show.

Expenditure by Banbury Town Council is £8,148 with additional funding from traders and sponsors.

- **Old Town Summer Party & Street Organ Festival (Sept)**

The Old Town Party celebrates the unique and independent Old Town businesses. This event is organised alongside the Old Town Association and is themed each year. The event also operates alongside the Street Organ Festival, which has been running for many years. Expenditure by Banbury Town Council for Old Town Party event is £500 with additional funding from traders, Cherwell District Council and sponsors. Expenditure provided by Banbury Town Council for the Street Organ Festival is £1,300 with no other income received.
- **Battle of Britain Parade and Service (September)**

Commemorating the Battle of Britain 1940. Banbury is now one of the few towns that hold a Battle of Britain event. The event consists of a parade through the town and church service. Expenditure provided by Banbury Town Council for the event is £1,528 with no other income received.
- **Banbury Canal Day (October)**

Banbury Canal Day is one of the biggest and most popular events in the Town Council events calendar, attracting in excess of 10,000 people throughout the day. The event takes place along the canal-side and pocket areas around the Castle Quay Shopping Centre. Expenditure by Banbury Town Council for the event is £5,672. Additional income is received from traders, boaters, entertainment and sponsors. Not taking place 2018 due to Shopping Centre
- **Remembrance Day Parade, Service & Wreath Laying (November)**

The event consists of a parade through town, church service, followed by wreath laying in People's Park. Expenditure by Banbury Town Council for the event is £3,510 with no other additional income.
- **Christmas Lights Switch On Festival (November)**

The event consists of stage entertainment, fairground, festive market, fireworks and the all-important switching on of the towns Christmas Lights. Expenditure provided by Banbury Town Council for the event is £9,045. Additional income is received from traders and sponsors.
- **Banbury & District Show (June)**

An event falling just outside of the BID boundary but which brings residents and visitors in. Set over two fields in Spiceball Park, this event offers a full day of family entertainment with many elements of entertainment, arena's, fairground and trading. £8,600 net.

### **1.2.8 Town Centre Bus Shelters**

Provision and maintenance of Bus Shelters, mainly heritage shelters along Horsefair/North Bar/South Bar. Bridge Street shelters are mainly funded by Clear Channel (shelter advertisements) but have to be removed annually to facilitate the Michaelmas Fair. £2,500

*Led by: Banbury Town Clerk*

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## **SECTION 1.3 LINKED SERVICES PROVIDED BY OXFORDSHIRE COUNTY COUNCIL**

The County Council currently provides:

### **Managing and maintaining traffic signals = £17,837:**

- average annual cost for a crossing = £2,895
- average annual cost for a signalised junction = £6,257

It is assumed from the map supplied that the following should be included in here:

- South Bar Street crossing
- North Bar Street crossing
- High Street near Marlborough Road crossing
- George by Christchurch Court crossing
- George Street/Cherwell Street junction

[We have assumed to exclude Castle Street crossing, Bridge Street/Cherwell Street junction, and Castle Street/Warwick Road/North Bar junction.]

### **Maintaining street lighting**

### **Highway inspections**

### **Fixing highway defects**

### **Clearing gullies**

### **Salting roads**

### **Providing and managing on-street parking spaces**

### **Organising access arrangements on highways land for events**

### **Traffic management**

### **Banbury library, Marlborough Road – open 6 days a week**

### **The Mill Arts Centre, Spiceball Park – theatre, music, lessons, workshops**

*Led by: Strategic Director for Communities*

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## Schedule 2 – Complementary Services

DRAFT



**Schedule 3 – BID Area**

DRAFT