

OPERATING AGREEMENT
IN CONNECTION WITH BID LEVY COLLECTION ARRANGEMENTS
FOR THE BRISTOL BUSINESS IMPROVEMENT DISTRICT

DATED _____ 2025

BRISTOL CITY COUNCIL (the Council)

VISIT WEST PRIVATE LIMITED COMPANY BY GUARANTEE
Company Number 03715280 (The BID Company)

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DRAFT

OPERATING AGREEMENT

Dated _____ **day of** _____ **2025**

Between

- (1) **Bristol City Council** (the Council) of City Hall, College Green, Bristol, BS1 5TR and
- (2) **Visit West** (The BID Company) registered as a company limited by guarantee in England with company number 03715280 whose registered office is at Leigh Court Business Centre, Pill Road, Abbots Leigh, Bristol, BS8 3RA

Background

- 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 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 deducted from the ring-fenced levy income

It is agreed

1. DEFINITIONS

The words and expressions below shall mean as follows:

“Act” shall mean the Local Government Act 2003.

“Annual Sum” shall mean the amount deducted from the BID Revenue Account for the costs of collecting, administering and enforcing the BID Levy as detailed in clause 5.2

“Ballot Result Date” shall mean the date upon which a successful ballot result has been declared in favour of putting in place the BID Arrangements.

“BID” shall mean the Business Improvement District, within the meaning given in the BID legislation, which is managed and operated by The BID Company, and which operates within the BID Area.

“BID Area” shall mean the area of Bristol delineated on the plan at Schedule 2.

“BID Arrangements” BID Arrangements has the meaning given by section 41 of the Local Government Act 2003 being the rules and details that the BID creates and publishes in the BID proposal.

“BID Company” shall mean Visit West, being the Company responsible for the implementation of the arrangements.

“BID Company’s Report” shall mean a report for each Financial Year to be prepared by The BID Company. The BID Company shall provide the Council with a report detailing:

- (i) the amount spent on the BID arrangements in the previous year;
- (ii) a description of the matters on which the BID income was spent; and
- (iii) a description of the matters on which it is intended to spend the revenue from the BID Levy for the next billing period.

“BID Legislation” shall mean the Act and the Regulations and other relevant legislation as referred to in the Regulations.

“BID Levy” shall mean the charge to be levied and collected from business rate payers within the BID Area pursuant to the Regulations.

“BID Levy Payer(s)” shall mean the non-domestic rate payer(s) who are liable for paying the BID Levy.

“BID Levy Rules” shall mean the rules set out in Schedule 1 which sets out how the BID Levy will be calculated and other requirements related to the BID Levy (as may be amended by a successful

alteration ballot).

“BID Proposal” means the BID proposal submitted by visit West that was balloted upon by the business rate payers within the BID Area.

“BID Revenue Account” shall mean the account kept in accordance with s47 of the Act and operated in accordance with Regulation 14 and Schedule 3 of the Regulations.

“BID Term” shall mean the period of 5 years commencing on the Operational Date.

“Collection Report” shall mean the report provided by the Council to The BID Company once every two months in accordance with clause 7.2.

“Commercially Sensitive Information”: any information listed comprising the information of a commercially sensitive nature relating to the BID, intellectual property rights, information which either party has indicated to other that, if disclosed by The Council, would cause the either party significant commercial disadvantage or material financial loss.

“Contingency Sum” means the sum that will be retained by the Council during each year which is equivalent to 5% of the levy collected.

“Controller”: as defined in the Data Protection Legislation.

“Data Protection Legislation”: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

“Data Subject”: as defined in the Data Protection Legislation.

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

“EIR”: Environmental Information Regulations 2004

“Financial Year” shall mean the period of 1 November to 31 October.

“FOIA”: the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

“Hereditament” shall have the same meaning as defined in the Regulations.

“Information”: has the meaning given under section 84 of FOIA.

“Liability Order” shall mean the meaning given in Regulation 10 of the Non-Domestic Rating (Collection and Enforcement)(Local Lists) Regulations 1989.

“Monitoring Group” shall mean the group to be set up to monitor the collection and enforcement of the BID Levy (as more particularly described in Clause 7)

“Operational Date” shall mean 1 November 2025, being the date upon which the BID Arrangements come into force.

“Public Meeting” shall mean the meeting to be held of all BID Levy Payers pursuant to regulation 18(1) (a) (ii) of the Regulations.

“Regulations” shall mean the Business Improvement Districts (England) Regulations 2004 (S.I. 2004/2443) and such amendments made by the Secretary of State pursuant to Section 48 of the Act (from time to time).

“Termination” shall be pursuant to Clause 8 of this document.

“UK Data Protection Legislation”: all applicable data protection and privacy legislation in force from time to time in the UK including, the UK GDPR, the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

“Working Day” shall have the same meaning pursuant to the Regulations.

2. STATUTORY AUTHORITIES AND INTERPRETATION

2.1. This Agreement is made pursuant to The Regulations, Part 4 of the Act and Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.

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

- (i) Words importing persons shall where the context so requires or admits include individuals firms partnerships trusts corporations governments governmental bodies authorities agencies unincorporated bodies or persons or associations and any organisations having legal capacity.

- (ii) Reference to any statutes and statutory instruments are to be construed as references to those statutes and statutory instruments as from time to time amended or to any statutes and statutory instruments from time to time replacing extending consolidating or amending the same.

3. COMMENCEMENT

This agreement is conditional upon the declaration of a successful ballot result on the Ballot Result Date and this Agreement will be executed on or before 1st November 2025.

4. ESTIMATING THE BID LEVY

4.1. Prior to the Operational 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 total anticipated BID Levy due in respect of the first year of the BID term.

5. THE BID REVENUE ACCOUNT AND COUNCIL COSTS

5.1. Prior to the Operational Date the Council shall set up the BID Revenue Account.

5.2. The Council shall be permitted to debit from the account costs incurred in relation to the Council's reasonable and proper costs of collecting, administering and enforcing the BID levy (the "Annual Sum").

5.3. These costs shall include:

- 5.3.1. The Council's reasonable and proper costs of obtaining liability orders at the Magistrate's Court.
- 5.3.2. Preparation of Collection and Annual Reports
- 5.3.3. Attendance at the Monitoring Group
- 5.3.4. Preparation of all statements referred to in clause 5.7

5.4. The costs of the Annual Sum will be divided proportionately between all active BIDs in the Council's area, and apportioned with reference to the number of hereditaments in each BID.

5.5. In the first year of the Bristol BID the Annual Sum for it shall be £xx.

5.6. The Annual Sum may increase or decrease for each subsequent year for the duration of the BID term by an annual inflation provision in line with CPI/RPI or 5%, whichever is the higher. The Council will notify The BID Company of any change to this amount by 1 October each year.

Account Statements

5.7.1. As soon as practicable after the last working day of November and then every two months thereafter, the Council shall provide a statement to The BID Company as to the total value of credits to the BID Revenue Account excluding any credits included in a previous statement, any refunds due to levy payers and the contingency sum for that financial year

5.7.2. The BID Company shall within 14 working days of a statement provided under clause 5.7.1 send to the Council an invoice in an amount equal to the value of credits, and contingency sum where applicable, in the statement, adding where applicable VAT at the prevailing rate and showing such VAT on a separate line, except where the aggregate sum to be paid to The BID Company is less than £500.00, when the payment will be held over to the next statement

Payment

5.8. Valid, undisputed invoices will be paid by the council within 30 days from receipt of the invoice

5.9. The BID Company will repay any overpaid monies in respect of the BID Levy to the Council within 30 days of being notified of such overpayment.

6. COLLECTING THE BID LEVY

6.1. Annually (In November), no more than 30 days after billing, the Council shall confirm in writing to The BID Company:

- (i) the date the demand notices were issued and the total BID levy
- (ii) the date when the BID Levy shall be due and payable by the BID levy payers.

6.2. Pursuant to clause 6.1(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 as required and in accordance with the BID Levy Rules throughout the BID Term.

6.3. The Council shall use reasonable endeavours to collect the BID Levy on the date specified (pursuant to clause 6.1(ii) above) and thereafter on an annual basis and in accordance with the procedure set out in Schedule 4 of the Regulations, relevant BID legislation and its procedures for the collection of business rates.

7. ACCOUNTING PROCEDURES AND MONITORING

7.1. A Monitoring Group shall be formed by the Council and The BID Company one month before the Operational Date. The Monitoring Group shall consist of the Relevant Officers of the Council, and the BID Company .

7.2. As per clause 5.7.1 at the end of November and then every two months thereafter the Council shall provide The BID Company with a report (the "Collection Report") containing a breakdown of:

- (a) the amount of BID Levy payable by each individual BID Levy Payer
- (b) the BID Levy collected in relation to each BID Levy Payer
- (c) details (together with the outstanding unpaid sum) of those BID Levy Payers who have not paid the BID Levy during that relevant period
- (d) details of the Reminder Notices issued throughout the relevant period
- (e) details of any Liability Orders obtained or applied for by the Council
- (f) details of any changes to the Demand Notices or hereditaments during the Relevant period; and
- (g) details of any refunds

7.3. The Monitoring Group shall meet twice during each Financial Year in March and September on a date to be agreed. Further meetings of the Monitoring Group can be made between the parties by arrangement as and when required.

7.4. At each meeting the Monitoring Group shall:

- (a) review the operation of the BID and the delivery of the BID Proposal, together with a review of the information provided by the BID to the Council during the course of BID delivery, e.g. new occupiers, footfall and spend data etc
- (b) review the collection and enforcement of the BID Levy;
- (c) update the BID on additional collection costs

- (d) make any recommendations for improvements in the operation of the BID and levy collection.
- (e) review this Agreement as necessary to monitor the parties' compliance with it and to resolve any issues which arise out of it.

7.5. Within six weeks after the date of the end of each Financial Year in the BID Term the Council will provide a report summarising the previous year's bi-monthly reports, together with confirmation of any financial adjustments, contingency payments etc.

7.6. Within one month from the date of receipt of the report referred to in Clause 7.5 the BID Company shall provide its Annual Report to the Council.

7.7. The Council shall provide such information as is required to aid and facilitate the audit of The BID Company's accounts. The Council shall make available to The BID Company (and its appointed representatives) such documents, information and assistance as The BID Company (and its appointed representatives) shall reasonably require in relation to such audit.

8. TERMINATION

Where the Council is contemplating terminating the BID Agreements under regulation 18(1)(a) of the Regulations it shall serve written notice on The BID Company and in addition to its obligation to hold a Public Meeting shall meet with The BID Company as soon as is reasonably practicable to discuss and review the following:

- (i) the basis of the Council's concerns that The BID Company has insufficient finances to meet its liabilities for that period;
- (ii) the level of insufficient funds;
- (iii) alternative means by which the insufficiency of the funds can be remedied in accordance with Regulation 18(1)(a)(i); and
- (iv) an appropriate time frame to resolve the issue

8.1. Where the Council is contemplating terminating the BID Arrangements under regulation 18(1)(b) of the Regulations it shall serve written notice on The BID Company and shall meet with The BID Company as soon as is reasonably practicable to discuss and review the following:

- (i) the service 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
 - (ii) whether such works or services are of material importance to the BID so that termination of the BID Arrangements is the only option
 - (iii) alternative means of procuring the said services or works by third parties or increased financial funding from The BID Company
 - (iv) alternative replacement services or works which will be acceptable to The BID Company
 - (v) an appropriate time frame to resolve this issue
- 8.2. If the parties cannot reach agreement in relation to the above and subject to consideration of representations made by any BID Levy Payer at the Public Meeting the Council shall terminate the BID Arrangements giving 28 days' notice to The BID Company.
- 8.3. The BID Company shall not be permitted to terminate the BID Arrangements where:
- (i) the works or services under the BID Arrangements are no longer required; or
 - (ii) 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 a written 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.
- 8.4. Upon termination of the BID Arrangements, or at the end of the BID term (unless renewed), The BID Company shall repay to the Council any amount that has been paid to The BID Company which has not been expended on the BID during the BID term. The Council shall calculate any credit in the BID Revenue Account and take action in accordance with BID legislation to credit or refund each previous Levy Payer.
- 8.5. Upon termination of the BID Arrangements The BID Company shall notify the Council of such termination in accordance with Regulation 18(5) and the Council shall notify the BID Levy Payers pursuant to Regulation 18(6).
- 8.6. For the avoidance of doubt in the event of the BID Arrangements terminating for whatever reason no new liabilities will accrue to either party thereafter.

9. CONFIDENTIALITY

- 9.1. Except as required by law, The BID Company shall keep confidential and not divulge to any person without the prior written consent of the relevant party, all information (written or oral) concerning the business affairs of the Council nor any information which has been exchanged about the BID Levy Payers or about other third parties which it shall have obtained or received pursuant to this agreement or otherwise as a result of operating the BID. This obligation shall survive the termination or lapse of the BID Arrangements.

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 Service Director - Legal Services of the Council at its address specified
 - 10.2.2. above; or
 - 10.2.3. delivery to the Company Secretary of The BID Company at its address specified above and
 - 10.2.4. by;
 - 10.2.5. 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 legislation or any other regulations which the Secretary of State may issue pursuant to Part IV of the Act then such part shall be struck out and the balance of this Agreement shall remain.
- 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 Plan 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. Reference to the Council includes any successors to its functions as local authority.

11.6. Reference to statutes bye laws regulations orders delegated legislation shall include any such instrument re-enacting or made pursuant to the same power.

11.7. For the avoidance of doubt the provisions of this Agreement supersede the current BID Operating Agreements that exist between both Bristol City Centre BID and Broadmead BID with Bristol City Council.

12. 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.

13. CONTRACTS (RIGHTS OF THIRD PARTIES)

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

14. DISPUTE RESOLUTION

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

Resolution by Senior Officers

14.1.1. Any dispute or difference of any kind whatsoever arising between the parties out of or in connection with this Agreement shall first be discussed by the Chairman of The

BID Company and the Service Director of Legal Services of the Council (or their respective nominated representatives)

Mediation

14.1.2. If the parties are unable to resolve the dispute under Clause 14.1 (i) they may decide to refer the dispute to mediation on the terms of the latest model mediation procedure produced by the Centre for Effective Dispute Resolution subject to the proviso that any such mediation shall be completed within 4 weeks of referral (or such longer period as the parties may agree)

Arbitration

14.1.3. Save where the parties have agreed in writing that a decision under Clause 14.1 (i) or an agreement reached at or during mediation under Clause 14.1 (ii) is to be final and binding either party may refer the dispute to arbitration before a single arbitrator

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

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

(c) In the event of a reference to arbitration the parties agree to:

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

14.1.4. The award shall be in writing signed by the arbitrator

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

14.2. Complaints

Any complaints arising from levy collection will be dealt with by the Council with the support where necessary of The BID Company. Any complaints arising from BID service delivery will be dealt with by The BID Company, with participation if necessary from the Council. Both parties will share with each other copies of their respective complaints procedures.

15. FREEDOM OF INFORMATION

- 15.1 The BID Company acknowledges that The Council is subject to the requirements of the FOIA and the EIRs. The BID Company shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by The Council to enable The Council to comply with its obligations under the FOIA and EIRs;
 - (b) transfer to The Council all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - (c) provide The Council with a copy of all Information belonging to The Council requested in the Request For Information which is in its possession or control in the form that The Council requires within 5 Working Days (or such other period as The Council may reasonably specify) of The Council's request for such Information; and
 - (d) not respond directly to a Request For Information unless authorised in writing to do so by The Council.
- 15.2 The BID Company acknowledges that The Council may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from The BID Company. The Council shall take reasonable steps to notify The BID Company of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) The Council shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.
- 15.3 Notwithstanding any other term of this agreement, The BID Company consents to the publication of this agreement in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA and EIRs.
- 15.4 The Council shall, prior to publication, consult with The BID Company on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decisions in its absolute discretion. The BID Company shall assist and co-operate with The Council to enable The Council to publish this agreement.

16. DATA PROCESSING

- 16.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 16 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 16, **Applicable Laws** means (for so long as and to the extent that they apply to The BID Company) the law of the European Union, the law of any member state of the European Union and/or Domestic UK law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.
- 16.2 The parties acknowledge that for the purposes of the Data Protection Legislation, The Council is the Controller and The BID Company is the Processor Schedule 4 sets out the scope, nature and purpose of processing by The BID Company, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 16.3 Without prejudice to the generality of clause 16.1, The Council will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to The BID Company for the duration and purposes of this agreement.
- 16.4 Without prejudice to the generality of clause 16.1, The BID Company shall, in relation to any Personal Data processed in connection with the performance by The BID Company of its obligations under this agreement:
- (a) process that Personal Data only on the documented written instructions of The Council which are set out in Schedule 4, unless The BID Company is required by Applicable Laws to otherwise process that Personal Data. Where The BID Company is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, The BID Company shall promptly notify The Council of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit The BID Company from so notifying the Customer;
 - (b) ensure that it has in place appropriate technical and organisational measures (as defined in the Data Protection Legislation), reviewed and approved by The Council, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of The Council has been obtained and the following conditions are fulfilled:
 - (i) The Council or The BID Company has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective remedies;
 - (iii) The BID Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) The BID Company complies with the reasonable instructions notified to it in advance by The Council with respect to the processing of the Personal Data;
 - (d) notify The Council immediately if it receives:
 - (i) a request from a Data Subject to have access to that person's Personal Data;
 - (ii) a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);
 - (e) assist The Council in responding to any request from a Data Subject and in ensuring compliance with The Council's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (f) notify The Council without undue delay on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this agreement;
 - (g) at the written direction of The Council, delete or return Personal Data and copies thereof to the Customer on termination or expiry of the agreement unless required by the Applicable Laws to store the Personal Data;
 - (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 16 and allow for audits by The Council or The Council's designated auditor pursuant to clause 16 and immediately inform the Customer if, in the opinion of The BID Company, an instruction infringes the Data Protection Legislation.
- 16.5 The BID Company shall indemnify The Council against any losses, damages, cost or expenses incurred by The Council arising from, or in connection with, any breach of The BID Company's obligations under this clause 16.
- 16.6 Where The BID Company intends to engage a Sub-Contractor pursuant to clause 16 and intends for that Sub-Contractor to process any Personal Data relating to this agreement, it shall:

- (a) notify The Council in writing of the intended processing by the Sub-Contractor;
 - (b) obtain prior written consent from The Council to the processing;
 - (c) enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 16.
- 16.7 Either party may, at any time on not less than 30 Working Days' written notice to the other party, revise this clause 16 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
- 16.8 The provisions of this clause shall apply during the continuance of the agreement and indefinitely after its expiry or termination.

SCHEDULE 1

THE BID LEVY RULES

1. The BID Term

The term of the BID will be for a period of five years from the 1 November 2025, ending 31 October 2030.

2. The BID Rateable Value

The levy will be charged on the rateable value on the Valuation List on 1 April 2025.

3. The BID Levy

The BID levy will be applied to all business ratepayers with a rateable value of £30,000 or more. The BID levy payable for each hereditament is 1.9% of the rateable value except in the following circumstances; existing BID levy charges, rules and the associated business plan commitments for Bristol City Centre BID and Broadmead BID will be maintained until the end of their current BID terms in 2027 and 2028, respectively.

Businesses within the Bristol BID boundary will only pay one BID levy charge per annum through the five-year term 2025 to 2030.

The BID levy is based on a 'chargeable day' basis and is paid in full in advance by the BID levy payer on 1 November of each year

The Billing periods are

- 1 November 2025 to 31 October 2026
- 1 November 2026 to 31 October 2027
- 1 November 2027 to 31 October 2028
- 1 November 2028 to 31 October 2029
- 1 November 2029 to 31 October 2030

4. BID Exemptions

Any hereditament with a rateable value of £29,999 or less will be exempt from paying the levy.

5. BID Levy Discounts and Caps

There will be a levy cap of £50,000 payable on any single hereditament.

There will be a 50% levy charge discount to all registered charities.

Where applicable, the 50% charity discount will be applied after the £50,000 single hereditament cap is applied.

6. BID Levy Adjustments

There will be no adjustments to the BID levy during the BID term for changes in rateable value except in the following circumstances;

Properties removed from the valuation list, or having their rateable value reduced to zero, will be subject to the BID levy up to the next billing period.

New properties, or those where the rateable value is increased from zero, will be liable from the next billing period using the rateable value upon entry into the Valuation List and billed from the next billing period, i.e. on 1 November following the change.

Where changes to properties cause the rateable values to be split or merged, then the BID levy will be re-calculated on the revised value(s) upon entry into the Valuation List and billed from the next billing period i.e. on 1 November following the change.

7. Liability for the BID levy

The person liable to pay the BID levy is the business ratepayer liable in respect of the hereditament on 1 November each year.

There will be no changes to the BID liability in the billing period i.e. the person liable for business rates at the start of each billing period will be the BID levy payer for the entire BID billing period. When a hereditament is untenanted or empty, the eligible business ratepayer will be liable for the BID levy with no void period.

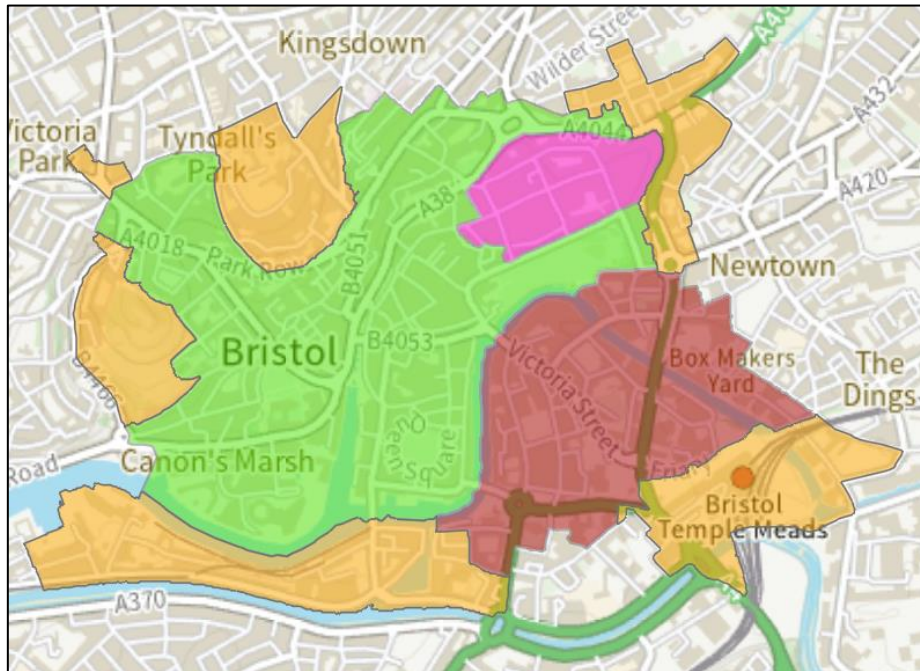
Note on Bristol City Council's Corporate Debt Management Policy

Bristol City Council (BCC) imposes the levy rules on liable business rate payers in the BID. It collects and recovers BID levy income in line with processes laid out in legislation, which largely mirror those for business rates. These comprise a demand notice; a reminder; and the obtaining of a liability order through the Magistrates Court as appropriate. Adjusted demand notices will be issued when required.

BCC's [corporate debt management policy](#) sets our fair and equitable principles and standards that apply to all income due to the Council, and seeks to prevent debt and to support those in debt by ensuring appropriate support and advice is available to all. Where a ratepayer contacts us for support, we will look at their total indebtedness to the council, and consider an appropriate payment plan. If the debt remains unpaid, we will pursue a liability order through the courts so that we can take appropriate action to enforce the debt.

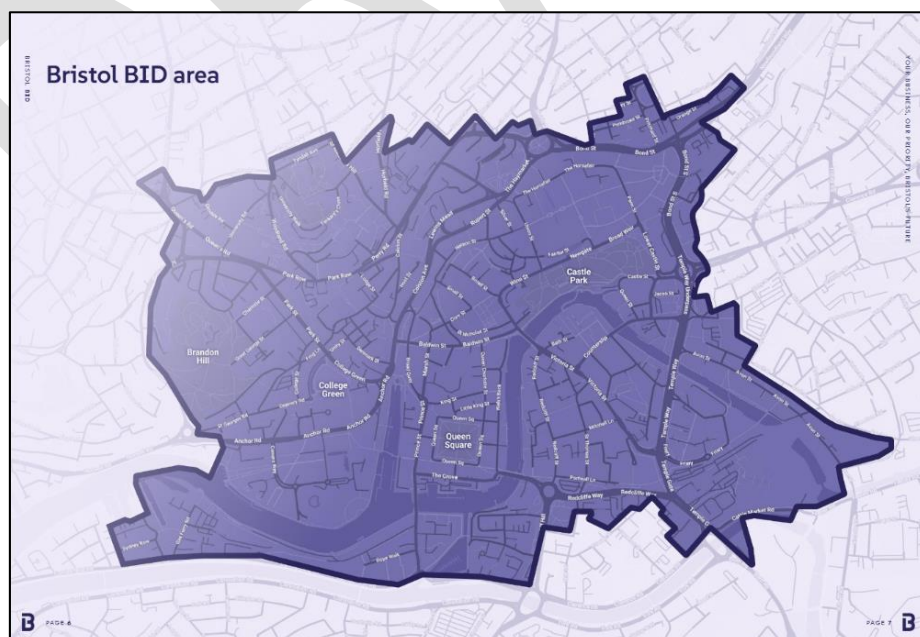
SCHEDULE 2

PLAN OF BRISTOL BID AREA AS AT NOVEMBER 2025



	Existing Bristol City Centre BID		Former Redcliffe & Temple BID		Existing Broadmead BID		Areas not previously part of a BID
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PLAN OF BRISTOL BID AREA AS AT NOVEMBER 2028



BRISTOL BID: LIST OF STREETS

Alfred Parade	Culver Street	Marsh Street	Silver Street
All Saints Court	Cumberland Road (part)	Marybush Lane	Silverthorne Lane (part)
All Saints Lane	Dale Street	Medical Avenue	Slees Lane
All Saints Street	Dean Street (part)	Merchant Street	Small Street (Old City)
Anchor Road (part)	Deanery Road	Middle Avenue	Southwell Street (part)
Anvil Street (part)	Deep Street	Mill Avenue	Sydney Row
Approach Road	Denmark Street	Millennium Promenade	St Augustines Parade
Assembly Rooms Lane	Dove Lane (part)	Mitchell Court	St Augustines Place
Avon Street (part)	Draycott Place	Mitchell Lane	St Georges Road
Baldwin Street	Earl Street	Montague Street (part)	St James Barton
Barossa Place	East Tucker Street	Museum Street	St James Barton Roundabout
Bath Road (part)	Elmdale Road (part)	Narrow Lewins Mead	St James Parade
Bath Street	Elton Road (part)	Narrow Plain	St John's Steep
Bathurst Basin	Exchange Avenue	Narrow Quay	St Michaels Hill (part)
Bathurst Parade	Explore Lane	Narrow Weir	St Michaels Park (part)
Bell Avenue	Fairfax Street	Nelson Street	St Nicholas Steps
Bell Lane	Farrs Lane	New Kingsley Road	St Nicholas Street
Berkeley Avenue	Feeder Road (part)	New Market Avenue	St Paul Street
Berkeley Crescent	Ferry Street	New Thomas Street	St Stephens Avenue
Berkeley Place (part)	Frog Lane	Newfoundland Circus	St Stephens Street
Berkeley Square	Frogmore Street	Newfoundland Road (part)	St Thomas Street
Bigwood Lane	Gaol Ferry Steps	Norfolk Avenue	Station Approach
Blackfriars	Gas Ferry Road	North Street (part)	Straight Street
Bond Street	Gas Lane (part)	Odeon Buildings	Sunderland Place (part)
Bond Street South	Gasferry Lane	Old Bread Street	Surrey Street (part)
Bordeaux Quay	Gasworks Lane	Old King Street Court	Tailors Court
Brandon Hill Lane	Gaunts Lane	Old Park Hill	Tankard's Close
Brandon's Steep	George White Street	Old Temple Street	Telephone Avenue
Bridewell Street	Georges Square	Orange Street	Temple Back
Bridge Quay	Glass House	Orchard Avenue	Temple Back East
Bridge Street	Glass Walk	Orchard Lane	Temple Gate
Brigstowe Street	Glass Wharf	Orchard Street	Temple Meads
Bristol Bridge	Gloucester Lane	Park Place	Temple Meads Station
Broad Plain	Gloucester Street	Park Row	Temple Quarter Enterprise Way
Broad Quay	Great George Street	Park Street	Temple Quay
Broad Street	Grimes Lane	Park Street Avenue	Temple Rose Street
Broad Weir	Grove Avenue	Partition Street	Temple Street
Broadmead	Guinea Street	Passage Street	Temple Way
Brunswick Square (part)	Hannover Court	Pembroke Street	Terrell Street
Byron Place	Hannover Quay	Penn Street	The Arcade
Cabot Circus	Hanover Place	Perry Road	The Circus
Caledonian Road	Harbour Walk	Philadelphia Street	The Gateway
Callowhill Court	Harbour Way	Phippen Street	The Grove
Cannon Street	Hawkins Lane	Pipe Lane	The Haymarket
Canons Road	Haymarket Walk	Pithay Court	The Horsefair

Canons Way	High Street	Portland Square	The Square
Cantock's Close	Hill Street	Portwall Lane	There And Back Again Lane
Canynges Street	Hobbs Lane	Portwall Lane East	Thicket Avenue
Castle Street	Hollister Street	Portwall Square	Thomas Lane
Cathedral Square	Horfield Road (part)	Prewett Street	Three Queens Lane
Cathedral Walk	Host Street	Prince Street	Tower Hill
Cattle Market Road	Houlton Street (part)	Princes Wharf	Tower Lane
Cave Street (part)	Isambard Walk	Pritchard Street	Trenchard Street
Challoner Court	Jacob Street	Pro-Cathedral Lane	Triangle South
Champion Square (part)	Jacobs Wells Road (part)	Pump Lane (part)	Triangle West
Chapter Street (part)	John Carrs Terrace	Quakers Friars	Trin Mills
Charles Street (part)	John Street	Quay Street	Trinity Street
Charlotte Street	Johnny Ball Lane	Queen Charlotte Street	Tucker Street (part)
Charlotte Street South	Jubilee Place	Queen Square	Tyndall Avenue
Chatterton Square (part)	King Street	Queen Square Avenue	Union Street
Chatterton Street (part)	King William Avenue	Queen Street	Unity Street
Cheese Lane	Lemon Lane	Queens Avenue (part)	University Road
Cherry Lane (part)	Leonard Lane	Queens Parade	University Walk
Christmas Steps	Lewins Mead	Queens Road (part)	Upper Byron Place
Christmas Street	Lime Kiln Road (part)	Queens Row	Upper Church Lane
Church Lane	Little King Street	Redcliff Hill (part)	Upper Maudlin Street
Clare Street	Little Thomas Lane	Redcliff Street	Upper Berkeley Place
Clarence Road (part)	Lodge Place	Redcliffe Backs	Upper Wells Street
Clift Place	Lodge Street	Redcliff/e Hill (part)	Victoria Street
College Green	Lower Approach Road	Redcliffe Mead Lane (part)	Wapping Road
College Lane	Lower Arcade	Redcliffe Parade	Wapping Wharf
College Square	Lower Castle Street	Redcliffe Parade East	Wapping Wharf Railway
College Street	Lower Church Lane	Redcliffe Parade West	Water Lane
Colston Avenue	Lower College Street	Redcliffe Street	Welsh Back
Colston Parade (part)	Lower Guinea Street	Redcliffe Way	Whippington Court
Colston Street	Lower Lamb Street	Redcliffe Wharf	Whiteladies Road (part)
Colston Yard	Lower Maudlin Street	Rivergate	Whitson Street
Commercial Road (part)	Lower Park Row	Rope Walk	Wilson Place
Concorde Street	Mardyke Ferry Road (part)	Royal Fort Road	Wilson Street (part)
Corn Street	Mark Lane	Royal Oak Avenue	Wine Street
Coronation Place	Market Steps	Rupert Street	Woodland Road (part)
Counterslip	Marlborough Hill (part)	Russ Street	York Place
Crow Lane	Marlborough Street	Saint David Mews	York St (part)
			Zed Alley

SCHEDULE 3

BREAKDOWN OF COUNCIL'S ANNUAL BID LEVY COLLECTION AND ADMINISTRATION CHARGE

Software costs (per annum)	£xxx
Administration (including set up costs, printing, postage, exchequer and accountancy)	£xxx
Total Charge per annum	£xxx

SCHEDULE 4

DATA PROCESSING

The BID Company shall comply with any further written instructions with respect to processing by the Council. Any such further instructions shall be incorporated into this Schedule. Any further written instructions from the Council with respect to processing will not negate the agreement by the Council to provide the reports in full detailed in Clauses 5.7.1 , 7.2 and 7.5.

Description	Details
Subject matter of the processing	<p>Bristol City Council will provide Visit West reports as detailed in clause 5.7.1 , clause 7.2 and clause 7.5</p> <p>The BID will provide a BID Company report as detailed in clause 7.6</p>
Duration of the processing	From 1 st November 2025 for the duration of this operating agreement (until 1 st November 2030)
Nature and purposes of the processing	<p>Bristol City Council will provide Visit West with reports detailing</p> <p>As per clause 5.7.1 at the end of November, March, June and September in each financial year , the Council shall provide The BID Company with a report (the “Collection Report”) containing a breakdown of:</p> <ul style="list-style-type: none"> (a) the amount of BID Levy payable by each individual BID Levy Payer (b) the BID Levy collected in relation to each BID Levy Payer (c) details (together with the outstanding unpaid sum) of those BID Levy Payers who have not paid the BID Levy during that Relevant period (d) details of the Reminder Notices issued throughout the Relevant period (e) details of any Liability Orders obtained or applied for by the Council (f) details of any changes to the Demand Notices or hereditaments during the Relevant period; and (g) details of any refunds <p>The purpose of sharing this information is so that Visitwest can informally encourage payment of the BID Levy.</p>
Type of personal data	<p>If a rate payer is a sole trader instead of a company, they may be personally identifiable by name.</p> <p>Directors of companies that are in arrears may be personally identifiable through Companies House.</p>
Categories of Data Subject	Names of sole traders, directors names of companies in arrears of business levy payment.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>At the end of the contract period, all data processed (be it hard copy or electronic data) under this contract must be either</p> <ul style="list-style-type: none"> • Transferred securely to the council (Electronic Data must be transferred in an encrypted format using a secure communication method such as SFTP (Secure File Transfer Protocol) using TLS (Transport Layer Security)), other data such as paper records should be kept secure in transit, tracked during transit and delivered to the correct individual so special or recorded delivery should be used where appropriate). <p>and/or</p>

	<ul style="list-style-type: none">• Destroyed in accordance with BS EN 15713:2009 standards and following NCSC (National Cyber Security Centre - NCSC.gov.uk) recommended guidance. <p>Prior to the end of the contract period, The BID Company will contact the contract manager for further instructions on how to appropriately, transfer data to the council and/or securely destroy it.</p>
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DRAFT

IN WITNESS of which this Agreement has been executed by the parties as a Deed and is intended to be and is delivered on the date appearing at the beginning of this Agreement

EXECUTED AS A DEED (but not delivered)
until the date hereof) by the affixing of)
the Common Seal of **THE CITY COUNCIL**)
OF BRISTOL in the presence of:)

.....
Authorised Officer

EXECUTED AS A DEED (but not delivered)
until the date hereof) by **VISIT WEST** by:)

.....
Director, Visit West

.....
Director of Bristol BID