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OPERATING AGREEMENT (2026)

(Renewal and Alteration)

LORD MAYOR AND CITIZENS OF

THE CITY OF WESTMINSTER

- and -

MARBLE ARCH PARTNERSHIP LIMITED

(Ratepayer BID)

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OPERATING AGREEMENT

THIS DEED is made the 18th **day of** March **2026**

BETWEEN

(1) **THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER**, 64 Victoria Street, London SW1E 6QP (the "Council"); and

(2) **MARBLE ARCH PARTNERSHIP LIMITED** (the "BID Company") registered as a company limited by guarantee in England with number 08164848 whose registered office is at 7 Praed Street, London W2 1NJ

RECITALS

A. The Council as the billing authority for the purposes of the Local Government Finance Act 1988 and the Business Improvement Districts (England) Regulations 2004 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 the BID Body responsible for achieving the BID Arrangements using the BID Levy for the purposes of achieving 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 paid.

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It is agreed as follows:

1. DEFINITIONS

"2004 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).

"Administrative Expenses" - means costs incurred by the Council in the administration, collection and recovery of the BID Levy other than the Software Charges, Support and Maintenance Charges and External Auditor's Costs.

Annual Report" - means a report prepared by the Council or its appointed agent which details

(i) the amount of the BID Levy collected during the relevant Financial Year;

(ii) 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;

(iv) 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.

(vi) The Council's proposal(s) for dealing with credit balances for a BID Levy

"Appeal Notice" - means a notice served by the BID Company in accordance with Clause 9.2.

"Bad or Doubtful Debts" - has the meaning given in Schedule 3, Part 1 to the 2004 Regulations.

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"Ballot Result Date" - means the date upon which a successful ballot result has been declared in favour of putting in place the BID Arrangements for the BID Term.

"Bankruptcy Order" - has the meaning given in section 381 of the Insolvency Act 1986.

"BID" means the geographical area of the BID, as that expression is defined in the 2004 Regulations and is that area within which the BID Arrangements operate as shown on the plan attached to this Agreement in Schedule 1.

"BID Arrangements" has the meaning given to that expression in the Local Government Act 2003.

" BID Company Report" - means a report prepared by the BID Company for each Financial Year which details:

(a) total income and expenditure arising from the BID Levy;

(b) other income and expenditure of the BID Company;

(c) a statement of actual and pending deficits; and

(d) the various initiatives and schemes upon which the BID Levy has been expended by the BID Company.

"BID Levy" - means the charge payable by the Bid Levy Payer(s), levied and collected by the Billing Authority during the Chargeable Period for the Bid Term pursuant to the 2004 Regulations.

"BID Levy Payer(s)" - means:

- the person who is an eligible non domestic rate payer for a Hereditament(s) within the BID area in respect of the BID Arrangement;

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" BID Levy Rules" - means the rules set out in Schedule 2.

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"BID Proposal"		Means the proposal in respect of a proposal for a BID ballot or where approval is sought from the Council of an alternative proposal in an alteration ballot or renewal ballot subject to regulations 4 and 10 of the 2004 Regulation;
"BID Revenue Account"		means the account kept in accordance with Regulation 14 of the 2004 Regulations.
"BID Term"	-	means 1 April 2026 to 31 March 2031, <u>Provided that</u>: • on the expiry of BID Company BID Arrangements on 31 March 2031 unless a renewal ballot for successor BID Arrangements for the BID has not been successful the BID Term shall expire on 31 March 2026; • or the BID Company BID Arrangements, or any successor BID Arrangements have been terminated under Regulation 18 of the 2004 Regulations the BID Term shall expire on the date of termination of the BID Company BID Arrangements or successor BID Arrangements, as the case may be; or • Any successor BID Arrangements have been vetoed under Regulation 12 of the 2004 Regulations and any appeal against such veto has not been upheld under Regulation 13, the BID Term shall expire on 31 March 2026.

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“Billing Authority”	-	means the Council
“Chargeable Period(s)”		means any one of the following periods: - 01/04/26 – 31/03/27 - 01/04/27 – 31/03/28 - 01/04/28 – 31/03/29 - 01/04/29 – 31/03/30 - 01/04/30 – 31/03/31 Provided always that such period falls within the BID Term.
"Committal"	-	means an order made by Magistrates’ Court for a BID Levy Payer to be committed to prison for failure to pay the BID Levy.
“Contributors”	-	means the BID Levy Payers and payers of a contribution or funds paid or made available to the BID Company which do not form part of the BID Levy.
“Demand Notice”	-	has the meaning given in the 2004 Regulations.
“Enforcement Agent”	-	has the meaning given in the Taking of Control of Goods Regulations 2013.
“Enforcement Notice”	-	means a notice served on the Council in accordance with Clause 9.
“External Auditor’s Costs”	-	means the sum charged by the Council’s external auditor in carrying out an audit of the BID Revenue Account
“Financial Year”	-	means the financial year for the BID Company which runs from 1st day of April to 31st day of March.

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“Hereditament”	-	means anything which is or treated as being a Hereditament by virtue of the provision of section 64 of the Local Government Finance Act 1988.
“Indexation”		annual increase of BID levy shall be applied on an annual basis and capped from Chargeable Period commencing 1 April 2027 at no more than Indexation of 3% for each subsequent Chargeable Period unless the BID Company at its sole discretion apply a lower annual increase.
“Liability Order”		has the meaning given in the Regulations.
“Listed Building”		A building officially recognised with special architectural or historic interest with legal protection by UK law.
“Monitoring Group”		means the group whose members are representatives from the Council and the BID Company.
"NNDR"	-	means Non-Domestic Rates under the Local Government Finance Act 1988.

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Occupied Property		means where a property is occupied as determined by the status of the Hereditament on the Council's rating records
"Occupier"		means an occupier granted permission by the freeholder or leaseholder with freehold or leasehold land title to use and or occupy the rateable Hereditament
"Owner"		means the freeholder with freehold land title or a leaseholder with a lease of 35 years or more to the rateable Hereditament.
"Proposals"		means the plan voted for by the BID levy Payers in a ballot which sets out the objectives of the BID Arrangements and identifies the various projects which will be undertaken using funds raised by the BID Levy
"Rating List"	-	means within the meaning of s41 of the Local Government Finance Act 1988.
"Regulations"	-	means the Business Improvement Districts (England) Regulations 2004 ("the 2004 Regulations) and such amendments to those regulations which may be made by the Secretary of State pursuant to Section 150 of the Local Government and Housing Act 1989, or section 29 of the Business Rate Supplements Act 2009 and or section 48 of the Local Government Act 2003 (from time to time).
"Reminder Notice"	-	means the notice served pursuant to Clause 9.1.

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"Same Group"		means those BID Levy Payers who are Owner-Occupiers that the BID Company has formally considered and determined are part of the same group and notifies the Council in writing.
"Software Charges"		means charges levied by Capita Business Services Ltd. (or their successors in title) during the BID Term.
"Sum Unpaid"	-	means the amount of the BID Levy which is unpaid after payment was due in respect of the relevant Chargeable Period of the BID Term and court costs where applicable.
"Support and Maintenance Charges "	-	means annual charges levied by Capita Business Services Ltd. (or their successors in title) in relation to the Academy BID software module or its successor or replacement and enhancements relating to the BID Levy.
"Valuation Officer"	-	means the person appointed by the Commissioners of the His Majesty's Revenue and Customs (HMRC) to compile and maintain the Valuation List.
"Voluntary Contributions"	-	means any contribution or funds paid or made available to the BID Company which do not form part of the BID Levy.
"Winding-Up"	-	means an order pursuant to section 125 of the Insolvency Act 1986.
"Write Backs"		means the removal of a credit balance from a BID Revenue Account by the Council in accordance with audit guidelines and internal procedures.
"Write Off"		means a decision by the BID Company notified to the Council that an unpaid BID Levy will not be recovered.
"Working Day"		means any day Monday to Friday inclusive other than a day which is designated as a bank or public holiday in England

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2. STATUTORY AUTHORITIES

2.1 This Agreement is made pursuant to the Local Government Housing Act 1989 and the Local Government Act 2003 and all other enabling powers.

3. COMMENCEMENT

3.1 This Agreement shall not take effect until the Ballot Result Date and in any event shall determine and cease to be of any further effect in the event that:

3.1.1 the Secretary of State declares void a BID ballot under Regulation 9 of the Regulations;

3.1.2 the Council exercises its veto under Regulation 12 of the Regulations and there is no successful appeal against the veto under Regulation 13 of the Regulations;

3.1.3 the BID Term expires; or

3.1.4 the Council exercises its discretion to terminate the BID Arrangements in exercise of powers under Regulation 18 of the Regulations.

3.2 The expiry or termination of this Agreement shall be without prejudice to the Council's powers and obligations under the Regulations in connection with the administration, collection and recovery of BID Levy payable in respect the relevant Chargeable Period prior to the expiry or termination of this Agreement, refunds to BID Levy Payers and the keeping and administration of the BID Revenue Account.

4. SETTING THE BID LEVY

4.1 As soon as possible upon the Ballot Result Date the Council shall:

4.1.1 calculate the BID Levy for each BID Levy Payer in accordance with the BID Levy Rules; and

4.1.2 confirm in writing to the BID Company the BID Levy payable by each BID Levy Payer.

4.2 The final decision on liability for the BID Levy will at all times rest with the Council in respect of the BID Arrangements in accordance with the BID Levy Rules.

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5. THE BID REVENUE ACCOUNT

5.1 As soon as is reasonably practicable following the Ballot Result Date the Council shall keep a BID Revenue Account within the Council's General Fund and provide written confirmation to the BID Company of the same.

5.2 The Council shall pay to the BID Company the BID Levy collected up to the end of each month having first deducted a contingency and such contingency shall be determined as follows, provided that the BID Term has not expired or been terminated:

(a) 1% of the BID Levy collected from 1 April 2026 to 31st March 2030;

(b) 5% of the BID Levy collected from 1st April 2030 to 31st March 2031;

unless or until at the final year of the BID Term in respect of the final Chargeable Period for the BID Arrangements there has been an approved Ballot Result Date for the future BID Arrangements and continuation of the BID.

5.3 Thereafter the contingency may be reduced to a rate of 1% and paid over the next monthly payment after the end of each month in which the relevant renewal ballot result has been announced as successful and after the veto period has elapsed, such period may be extended at the Council's discretion.

5.4 The Council and the BID Company shall review the percentages set out at clause 5.2 of this Agreement in respect of BID Levy collected from 1 April 2026 to 31 March 2031 every year (for the duration of the BID Term) and the Council shall take reasonable account of any representations made by the BID Company. At the conclusion of such review, the contingency retained shall be as set out in clause 5.3 unless the Council decides to change it. Any such change in the contingency will be confirmed by the Council in writing stating the effective date for the change in the percentage in respect of the contingency to be retained and clause 5.3 will be revised and updated accordingly.

5.5 Unless otherwise agreed, the Council shall pay to the BID Company such contingency as the Council has retained as at 31 March of a Financial Year on 31 May of the next Financial Year. In the event that there are no successor BID arrangements after 31 March 2026, the Council shall pay the BID Company any contingency (including interest that has accrued, if any) it has retained less an amount equal to 100% of all BID Revenue Account Credit Balances on 30 September 2031.

5.6 The Council shall use all reasonable endeavours to acknowledge and respond to BID Revenue Account queries within ten (10) Working Days.

5.7 In the event that a BID Levy Payer is entitled to repayment of a BID Levy payment already paid ('the Repayment Sum') pursuant to regulation 15 and Schedule 4 of the Regulations and in the event that the Council has previously paid all or part of the Repayment Sum to the BID Company, the Council shall request all or part, as the case

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may be, of the Repayment Sum from the BID Company and the BID Company shall pay the sum so requested to the Council forthwith and the Council shall thereafter repay the Repayment Sum to the relevant BID Levy. In the event of the termination of the BID Arrangements or the receipt of notice by the Council under clause 5.6 the BID Company shall forthwith pay to the Council the Council's estimate as notified to BID Company of the total of possible Repayment Sums.

5.8 The BID Company shall provide the Council with a minimum of one month prior written notice of any proposed resolution for winding up the BID Company or proposed entry into any composition or arrangement for the benefit of the BID Company's creditors or proposed cessation of the BID Company's business or proposed administration order and shall forthwith notify the Council of the appointment of any administrator, administrative receiver or receiver of all or any of the BID Company's assets.

5.9 The BID Company shall issue to the Council a VAT invoice for the payment of the BID Levy income upon advice from the Council on the amount due.

6. ADMINISTRATIVE EXPENSES, EXTERNAL AUDITOR'S COSTS, SOFTWARE CHARGES AND SUPPORT AND MAINTENANCE CHARGES

6.1 The Council shall provide the BID Company with two invoices in April and October of each Financial Year for payment of Administrative Expenses.

6.2 The Administrative Expenses for the financial year 2026-27 shall be £19,764 plus VAT. The Council shall provide to the BID Company an invoice for that amount on or after 1 April 2026.

6.3 The amount of the Administrative Expenses for the financial year 2027-28 and each subsequent year shall be the amount of the annual Administrative Expenses for the preceding year (excluding VAT) plus a further amount equal to the product of the amount (excluding VAT) of the invoices provided by the Council in the immediately preceding year and the Consumer Price Index (CPI) for the month of March immediately preceding the 1 April in the year for which invoices are being issued by the Council in relation to the period of twelve (12) months ending in that month of March. In the event of a negative figure, no adjustment will be made to the Administrative Expenses for that year.

6.4 The Council will manage the BID Levy at no cost to the BID Company other than the Administrative Expenses, the Support and Maintenance Charges, the Software Charges and the External Auditor's Costs. In the event, however, that the Council reasonably believes that management of the BID Levy requires the Council to provide more staff time than anticipated by the Council at the commencement of this Agreement, the Council may serve on the BID Company a notice, which sets out the amount of staff time anticipated by the Council at the commencement of this Agreement broken

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down by grade and type of staff, the amount of additional staff time required broken down by grade and type of staff, the cost of that additional staff time also broken down by grade and type of staff and the reasons for the additional staff time being required, again broken down by grade and type of staff. If the BID Company disputes the need for or the amount of the additional staff time or considers that the cost of the additional staff time could be reduced by use of different members of the Council's staff, it shall give notice including full details of the matters in dispute to the Council forthwith then the matter shall be determined in accordance with Clause 16 below. If after 28 days from the date of the notice or determination of the dispute, whichever is the later, the amount of staff time has not reduced to the levels anticipated by the Council at the commencement of this Agreement the BID Company shall pay the Council's costs of providing more staff time as set out in the notice from the Council or as determined under Clause 16 below.

6.5 In the event that the Council's external auditor charges the Council the External Auditor's Costs, the BID Company shall pay to the Council the External Auditor's Costs.

6.6 In the event that the number of Hereditaments within Business Improvement Districts operating in the area for which the Council is the Billing Authority exceeds the number covered by the current licence and by reason thereof the Council is required to pay Software Charges, the BID Company shall pay such Software Charges to the Council or an appropriate proportion of them as the Council sees fit.

6.7 The BID Company shall pay the invoices referred to in this clause 6 within 28 (twenty-eight days) from the date of receipt.

6.8 In the event that the BID Company fails to pay any or all of the said invoices within the said 28 (twenty-eight days) the Council shall be entitled to debit an amount equal to the said invoices from the BID Revenue Account and credit that amount in an account in the name of the Council.

7. COLLECTING THE BID LEVY

7.1 As soon as reasonably practicable following the Ballot Result Date the Council shall confirm in writing to the BID Company the anticipated date of the despatch of Demand Notices for the initial Chargeable Period and the anticipated Single Instalment Due Date.

7.2 Pursuant to clause 7.1 the Council shall serve a Demand Notice on each BID Levy Payer and thereafter shall continue to calculate the BID Levy and serve a Demand Notice throughout the BID Term.

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7.3 The Council shall maintain a list of those BID Levy Payers who have paid the BID Levy and those BID Levy Payers who have not paid the BID Levy. The Council or at its sole discretion instruct its appointed agent to do so from time to time i shall also make a list available to the BID Company no later than ten (10) working days after the last date of each month.

7.4 The Council shall serve a Demand Notice or amended Demand Notice on a BID Levy Payer as soon as reasonably practicable after the Council receives notice of a change that affects liability for the BID Levy.

7.5 The Council shall use all reasonable endeavours to collect the BID Levy throughout the BID Term.

8. PROCEDURES AVAILABLE TO THE COUNCIL FOR ENFORCING PAYMENT OF THE BID LEVY

8.1 Procedures for the enforcement and recovery of the BID Levy are set out in the Regulations under regulation 15 and Schedule 4 and the Council shall comply with these enforcement procedures (where appropriate) in enforcing payment of the BID Levy against BID Levy Payers.

9. ENFORCEMENT MECHANISMS IN THE EVENT THAT THE COUNCIL FAILS TO ENFORCE COLLECTION OF THE BID LEVY

9.1 In the event that the Council fails to enforce payment of the BID Levy pursuant to Clause 8 the BID Company shall be entitled to serve an Enforcement Notice on the Council requesting that:

9.1.1 the Council serve a Reminder Notice or

9.1.2 in the event that the Council has already served a Reminder Notice that the Council applies for a Liability Order at the next available court date from the Schedule of hearings agreed with the Court for NNDR and the Council shall thereafter provide written confirmation of the action it shall take to comply with the Enforcement Notice.

9.2 If the Council fails to provide written confirmation of the action it is taking in relation to the Enforcement Notice within 21 days of the issue of the Enforcement Notice the BID Company shall be entitled to serve an Appeal Notice on the Executive Director of Finance and resources of the Council and such notice shall:

9.2.1 detail the Sum Unpaid;

9.2.2 confirm that the Council has failed to use the enforcement mechanisms available to it under this Agreement to recover the Sum Unpaid; and

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9.2.3 include written notice requesting that a meeting of the Monitoring Group take place in order to achieve a solution and/or agree a strategy to recover the Sum Unpaid such meeting to take place no later than 28 (twenty-eight) days from the date of the Appeal Notice.

10. ACCOUNTING PROCEDURES AND MONITORING

10.1 Within 1 (one) month from the Ballot Result Date the parties shall set up the Monitoring Group meeting.

10.2 Each month (for the duration of BID Term) the Council or its appointed agents as instructed by the Council from time to time shall provide the BID Company with:

(i) the amount of the BID Levy for each BID Levy Payer with PDF copies of BID Levy Demand Notices

(ii) the amount of the BID Levy collected for each BID Levy Payer;

(iii) details of BID Levy Payers who have not paid the BID Levy;

(iv) Details of Reminder Notices issued;

(v) details of Liability Orders made or applied for;

(vi) details of an agreement made, if any, between the Council and a BID Levy Payer where it has been agreed that payment of a Demand Notice can be made over a period of 6 (six) months or more from the date of such Demand Notice.

(vii) The Council will undertake a due diligence process to reduce credit balances on the BID Revenue Account at least once per Chargeable Period. The process may involve reminders to generate refund claims and transferring BID Levy overpayments from the BID Revenue Account to offset against NNDR debt or other BID or rate liabilities within audit guidelines and potentially credit Write Backs.

10.3 After the first six (6) months from the commencement date of the BID Term and every 6 (six) months thereafter (for the duration of the BID Term) the BID Company shall provide the Council in respect of the relevant 6 (six) month periods with:

10.3.1 the amount of BID Levy received from the Council by the BID Company;

10.3.2 the amount received by the BID Company from Contributors excluding BID Levy Payers;

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10.3.3 the total expenditure of the BID Company.

10.4 Within one month from the Ballot Result Date the parties shall agree the dates when there will be meetings of the Monitoring Group and there will be at least four such meetings in the first Financial Year of the BID Term and one per Financial Year for the remainder of the BID Term and on all other occasions 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.

10.5 At each meeting the Monitoring Group shall:

10.5.1 review the effectiveness of the collection and enforcement of the BID Levy; and

10.5.2 if required by either party review and assess information provided by the parties pursuant to Clauses 10.2 and 10.3 above and make recommendations, provided they are permitted by the Regulations and the terms of this Agreement.

10.6 For each Financial Year (for the duration of the BID Term) the Council shall provide an Annual Report to the BID Company to be issued within ten (10) Working Days of the Financial Year ending 31 March.

10.7 No later than three (3) months from the date of receipt of the Annual Report in each Financial Year (for the duration of the BID Term) the BID Company shall provide a BID Company Report to the Council.

11. CONFIDENTIALITY

11.1 Both the Council and the BID Company shall keep confidential and not disclose 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 BID Levy Payers or Contributors or about other third parties which it shall have obtained or received as a result of operating the BID Arrangements and this obligation shall survive the termination or lapse of the BID Arrangements.

12. NOTICES

12.1 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 upon 7 days written notice.

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12.2 A notice may be served by:

12.2.1 delivery to the City of Westminster Chief Executive at the address of the Council specified above; or

12.2.2 delivery to the Director, Company Secretary or Chief Executive at the address of the BID Company specified above;

12.2.3 registered or recorded delivery post to such addresses;

12.2.4 electronic communication, provided that it is in legible form and is capable of being used for subsequent reference to such addresses.

12.3 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.

13. MISCELLANEOUS

13.1 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 section 150 of the Local Government and Housing Act 1989 (as amended from time to time) then such part shall be struck out and the balance of this Agreement shall remain.

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

13.3 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.

13.4 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 in or attached to this Agreement.

13.5 References to the Council include any successors to its functions as local authority.

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

14. EXERCISE OF THE COUNCIL'S POWERS

14.1 The Council may terminate this Agreement in accordance with the 2004 Regulations.

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14.2 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.

15. CONTRACTS (RIGHTS OF THIRD PARTIES)

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

16. ARBITRATION

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

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

16.1.2 the parties shall jointly appoint the arbitrator not later than 28 (twenty eight) days after service of a request in writing by either party to do so and each party shall bear its own costs;

16.1.3 if the parties are unable to agree within 28 (twenty eight) days 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.

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

16.2.1 to prosecute any such reference expeditiously; and

16.2.2 to 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;

16.2.3 that the award shall be in writing signed by the Tribunal and shall be finalised within 21 (twenty one) days from the date of such award;

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

17 VARIATIONS

17.1 No Variation to this Agreement shall be effective unless:

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(i) it is recorded in writing and signed by both the Council and the BID Company and

(ii) the substance of such Variation has first been approved in accordance with any applicable internal processes or policies of each Party.

17.2 Accordingly neither the Council nor the BID Company shall implement a variation other than one which is in accordance with this Clause 17.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

THE COMMON SEAL of THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER was hereunto Affixed by Order

Sealed By: Westminster City Council
Sealed Time: 18 March 2026 | 10:13 GMT

1520/65821/2526

Kar-Yee Chan

Kar-Yee Chan
Principal Solicitor

Executed as a deed
MARBLE ARCH PARTNERSHIP LIMITED
acting by two directors or a director and its secretary

Simon Loomes.....
Director

Kay Buxton

Kay Buxton.....
Director/Company Secretary

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SCHEDULE 1

BID AREA PLAN

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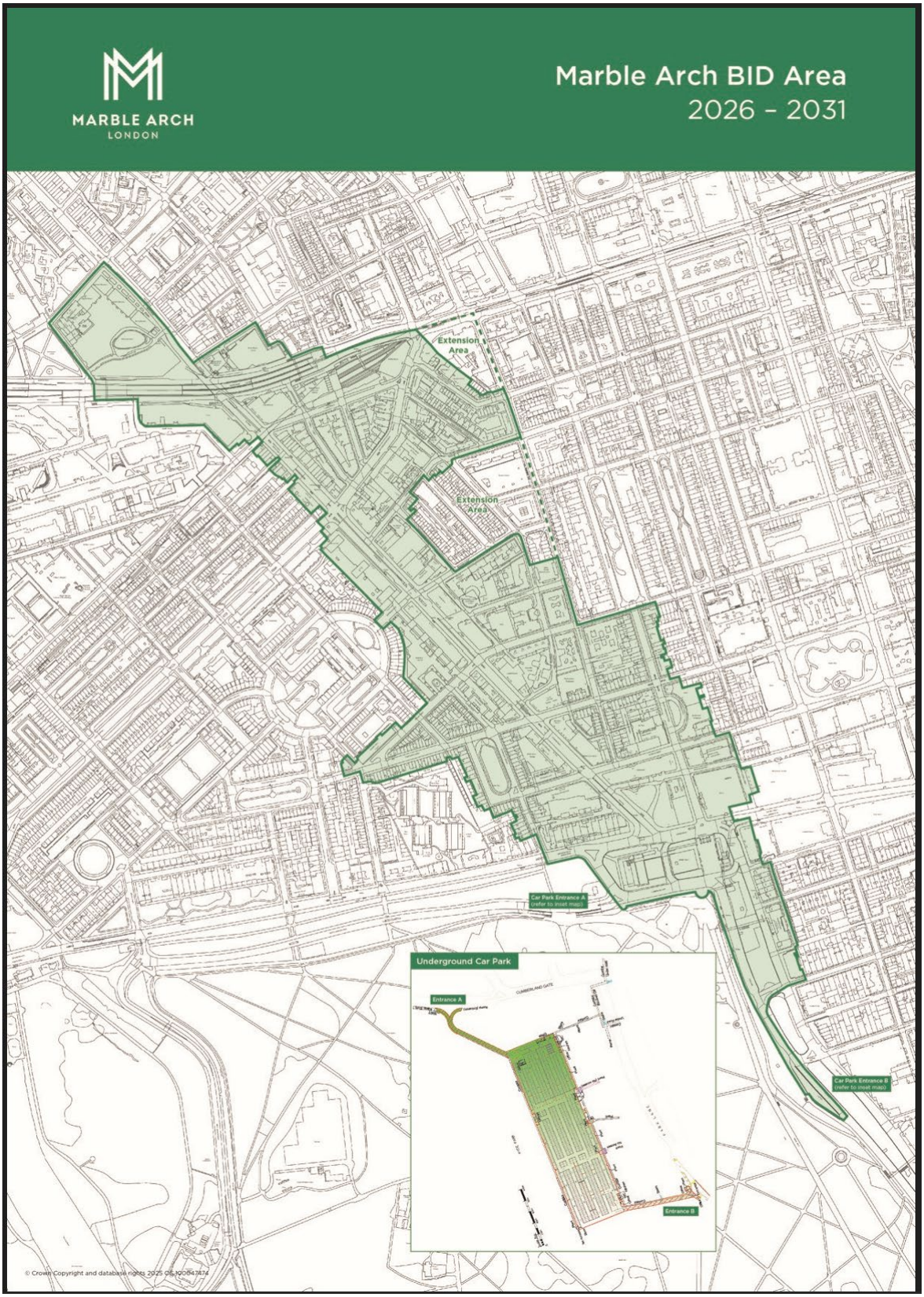

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LIST OF STREETS

1. Albion Street (part)
2. Bell Street (part)
3. Brendon Street (all)
4. Brown Street (all)
5. Bryanston Place (part – Sherwood Court) NEW
6. Bryanston Square (part)
7. Bryanston Street (part)
8. Burne Street (all)
9. Burwood Place (all)
10. Cabbell Street (all)
11. Castlereagh Street (all)
12. Cato Street (all) NEW
13. Chapel Street (all)
14. Church Street (part)
15. Clenston Mews (all)
16. Connaught Place (all)
17. Connaught Square (all)
18. Connaught Street (all)
19. Crawford Place (all)
20. Crawford Street (part, 50-62)
21. Cumberland Gate (all)
22. Dunraven Street (all)
23. Edgware Road (part)
24. Forset Street (all)
25. George Street (part)
26. Great Cumberland Mews (all)
27. Great Cumberland Place (all)
28. Green Street (part)
29. Hampden Gurney Street (all)
30. Harcourt Street (all)
31. Harrow Road (part)
32. Harrowby Street (all)
33. Homer Street (all)
34. Homer Row (all)
35. Hyde Park (part)
36. Kendal Street (all)
37. Marble Arch (all)
38. Marble Arch Place (all)
39. Marylebone Road (part, 179-185) NEW
40. Molyneaux Street (all) NEW
41. Newcastle Place (all)
42. North Row (part)
43. Nutford Place (all)
44. Old Marylebone Road (all)
45. Old Quebec Street (all)
46. Oxford Street (part)
47. Paddington Green (part)
48. Park Lane (part)

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49. Princess Louise Close (all)
50. Porchester Place (all)
51. Portsea Mews (all)
52. Portsea Place (all)
53. Seymour Place (western side/odd numbers)
54. Seymour Street (part)
55. Shillibeer Place (all) NEW
56. Shouldham Street (all) NEW
57. Stanhope Place (all)
58. Stourcliffe Close
59. Stourcliffe Street (all)
The Water Gardens (all)
60. Transept Street (all)
61. Tyburn Way (all)
62. Upper Berkeley Street (part)
63. Upper Brook Street (part)
64. Wallenburg Place (all)
65. West Garden Place (all)
66. Wood’s Mews (part)
67. Wythburn Court (all)
68. Wythburn Place (all)
69. York Street (part, 85-97 and 100-106)

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SCHEDULE 2

BID LEVY RULES

(For BID Levy demanded on or after 1st April 2026)

1. INTRODUCTION

1.1 The following rules must be read in conjunction with the Regulations. Where the rules conflict with the Regulations the Regulations shall prevail.

2. HEREDITAMENTS SUBJECT TO THE BID LEVY

2.1 A BID Levy Payer will be subject to the BID Levy in respect of a Hereditament if on a particular day in a Chargeable Period the Hereditament:

(a) is in the BID area;

(b) is on the Rating List

(c) has a Rateable Value (RV) of £79,500 or more.

3. THE BID LEVY

3.1 For the avoidance of doubt, the BID Levy is a daily charge due annually in advance.

3.2 The BID Levy will be calculated for a Chargeable Period as follows:

Rateable Value x BID Multiplier x (D/Y)

where:

3.2.1 D is the number of days in such Chargeable Period for which the BID Levy Payer is liable for the BID Levy; and

3.2.2 Y is the number of days in that Chargeable Period, i.e. 366 for 1 April 202 to 31 March 2027 and 365 for the other Chargeable Periods.

3.2.3 **BID Rateable Value** – is the Rateable Value of the Hereditament as 1st September 2025 or, if none, the earliest effective date in the Rating List

3.2.4 **BID Multiplier** - for 2026/27will be 1.574% of the ratable value in effect on 1st September 2025 except for hereditaments which enter the rating List during the BID term where the BID Multiplier will be the current RV. BID multipliers increase inflation to be applied annually but capped Indexation at a rate of 3% from Chargeable Period commencing 1 April 2027.

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3.3 The BID Levy will be rounded to the nearest penny (and note that £0.005 will be rounded up to £0.01).

3.4 The BID Levy will be applied to rated properties in the BID with a rateable value of 79,500 or more.

3.5 The BID Company's Board shall have the absolute discretion to agree whether ratepayers are deemed to be part of the same commercial group or a "Common Brand" for the purposes of BID levy capping. 3.6 The BID Company shall provide a list of organisations deemed to have a 'Common Brand' in respect of their BID Levy charges to the Council prior to the Ballot Results Date in the year 2026 for the Chargeable Period which commence on 1 April 2026 and no later than 31 January in each subsequent year the following Chargeable Period, such list shall incorporate the names the ratepayers and addresses which are deemed to be part of a "Common Brand".

3.7 The Bid Levy will assume an annual growth rate for inflation as per Indexation;

3.8 There will be no VAT charged on the BID Levy;

3.9 The BID Levy rules cannot be altered without an alteration ballot;

3.10 The BID Levy is to be paid in full within 14 days of receipt of invoice

4 CHANGES IN RATEABLE VALUE

4.7.1 Where the Council is notified of a change in the Rateable Value of a Hereditament by the VOA by way of a schedule update (an **RV Change**) then the Council will calculate the adjustment to the BID Levy pursuant to the later of the following dates:

4.1.1 the effective date of such change; or

4.1.2 1 April of the Chargeable Period in which the relevant schedule update is issued.

4.2 Where the Council is notified of a change in the Rateable Value of a Hereditament by the Valuation Officer by way of a schedule update and such change relates to:

(i) a new entry in a Rating List (whether as the result of a new Hereditament or the split or merger of previously existing Hereditament(s)); or

(ii) a reduction in the Rateable Value to £0 or £1; or

(iii) a deletion of the Hereditament from the Rating List,

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Then the Council will calculate the adjustment to the BID Levy pursuant to the effective date of such change.

4.2 The Council will only issue refunds of the BID Levy in respect of an RV Change for the Chargeable Period in which the RV Change occurs.

5 PERSONS / ORGANISATIONS LIABLE FOR THE BID LEVY

5.2 Liability for the BID Levy will fall on the ratepayer of the Hereditament on the relevant day.

5.3 If a Hereditament is Unoccupied, the liability for the daily BID Levy will fall on the organisation/ person legally entitled to possession of the Hereditament on the relevant day.

6 BID LEVY ALLOWANCES

6.1 Where a ratepayer received Mandatory Charitable Rate Relief, BID levy will be reduced by 90%.

6.2 A BID Levy Payer will not receive an allowance towards the BID Levy in relation to an unoccupied Hereditament.

6.3 A BID Levy Payer will not receive a three-month void exemption or any other unoccupied rate exemption in relation to a unoccupied Hereditaments or Hereditaments that become unoccupied during the BID Term, unless such unoccupied Hereditament is a Listed uilding in which case it will receive full exemption from the BID Levy.

6.4 If on a particular day, there is no NNDR Payer in existence in respect of a Hereditament then no BID Levy is payable on that day in respect of that Hereditament.

6.5 A BID levy payer will not be charged more than £31,415 per hereditament in 2026/27. The cap figure will increase by inflation annually. Businesses with a common brand will pay the cap figure between them apportioned by rateable value.

6.6 There will be no allowances applicable to the BID Levy corresponding to NDR Discretionary Relief, NDR Hardship Relief, NDR (Section 44A) (Partly Occupied) Relief, NDR Small Business Rate Relief or NDR Transitional Phasing.

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7 COLLECTION OF THE BID LEVY

7.2 The Council shall serve a Demand Notice on a BID Levy Payer as soon as practicable after the Council becomes aware of a BID Levy liability. The Council may serve a Demand Notice before the beginning of a Chargeable Period in accordance with paragraph 5(2) of schedule 4 of the Regulations. The Demand Notice must make it clear to the BID Levy Payer that the BID Levy for a Chargeable Period must be paid by the Single Instalment Due Date.

7.3 The BID Levy for a Chargeable Period will be payable in advance upon the service of a Demand Notice.

7.4 Before exercising its powers under paragraph 8(4) of schedule 4 of the Regulations the Council shall allow the BID Company to make representations as to the manner in which the Council should exercise its discretion under that paragraph and in deciding how to exercise its discretion the Council shall have regard to any such representations.

7.5 The BID Company may authorise Write-Offs, as appropriate.

8 ENFORCEMENT AND RECOVERY OF THE BID LEVY

8.1 Stage 1

8.1.1 The Council will serve a Demand Notice at least 14 days before the Single Instalment Due Date.

8.2 Stage 2

8.2.1 In the event that a BID Levy Payer does not pay the BID Levy by the Single Instalment Due Date in full the Council will serve a notice at least 10 days thereafter on the BID Levy Payer for an amount equal to the Sum Unpaid (a "Reminder Notice"). Such Reminder Notice must be in terms demanding payment of the Sum Unpaid within seven days.

8.3 Stage 3

8.3.1 In the event that a BID Levy Payer does not pay the Sum Unpaid in full within seven days from the date of the Reminder Notice, the Council may apply to a Magistrates' Court for a Liability Order after 14 days of the date of the Reminder Notice.

8.4 Stage 4

8.4.1 In the event that a Magistrates' Court makes a Liability Order the Council will instruct the Enforcement Agent within a reasonable period thereafter to execute the Liability Order.

8.4.2 In addition to a Liability Order, the BID Company may request the Council to apply for a different order and such order may include an order for Committal and an order for Winding Up a company. Where such a request is made, the Council shall not be

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required to take the action requested unless the BID Company first agrees to pay all or part of the Council's costs in taking such action. The Council may further require the BID Company to pay such costs before the action is taken.

8.4.3 General Enforcement and Recovery Provisions

8.4.3.1 The Council may enter into an agreement with a BID Levy Payer for payment of a Sum Unpaid at any time after service of a Demand Notice and such agreements do not require consent of the BID Company.

8.4.3.2 Costs recovered by the Council from a BID Levy Payer as a consequence of applying for and / or obtaining orders from a Magistrates' Court will be retained by the Council to meet the costs of taking such action.

8.4.3.3 The Council will not charge the BID Company for work carried out by an Enforcement Agent pursuant to this Agreement and the Enforcement Agent will retain the fees prescribed for that work by the Taking Control of Goods (Fees) Regulations 2014.

9 BILLING/RECOVERY DOCUMENTS

9.1 The Council will use reasonable endeavours to agree with the BID Company the design of all Demand Notices and letters from the Council to BID Levy Payers.

9.1.1 The BID Company will produce the information required by paragraph 3(2) of schedule 4 of the Regulations in respect of each BID Levy Payer in the form of an information leaflet which explains the BID Levy and such information leaflet will be made available to the BID Levy Payer at the same time as the Demand Notice. The Council will advise the BID Company of the date by which such information leaflets must be delivered to the Council or its contractor, the required volume and any specific delivery instructions and the BID Company will comply with such requirements.

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SCHEDULE 3

DATA PROTECTION

1 DEFINITIONS

1.1 The following expressions have the meanings given:

Controller, Processor, Data Subject, Personal Data, and **Personal Data Breach** take the meaning given in the GDPR.

Data Protection Legislation:

(a) the GDPR;

(b) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and

(c) all applicable Legislation about the processing of personal data and privacy.

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held pursuant to this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Subject Access Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

GDPR: The General Data Protection Regulation (EU) 2016/679.

Personal Data: all personal data collected, generated or otherwise processed by either party as a result of or in connection with the Services or this Agreement.

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Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of 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 such measures adopted by it.

1.2 For the purposes of this Schedule, where terms and expressions used are not defined in this Agreement, they shall have the meaning assigned to them in the Data Protection Legislation.

2 JOINT CONTROLLERS

2.1 The BID Company acknowledges that the Council is under no obligation to transfer any Personal Data to the BID Company. Any such transfers will be made by the Council as a good will gesture and in accordance Data Protection Legislation.

2.2 Each Party shall be responsible for its own obligations as a Controller under the Data Protection Legislation.

2.3 Where each Party perform or receive services under the Agreement each party shall be responsible and comply with the Data Protection Legislation

2.4 Each Party shall:

2.4.1 maintain its own records of processing under Article 30 of the GDPR;

2.4.2 be responsible for determining its data security obligations, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of Personal Data, as well as the risks of varying likelihood and severity to the rights and freedoms of the Data Subjects;

2.4.3 implement appropriate Protective Measures to

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protect the Personal Data against unauthorised or unlawful Processing and accidental destruction or loss; and

2.4.4 ensure the protection of the rights of the Data Subject, in such a manner that the Processing will meet the requirements of the Data Protection Legislation where Personal Data have been transmitted by it, or while the Personal Data are in its possession or control.

2.5 When transferring Personal Data:

2.5.1 the Party transferring the Personal Data (the **Data Transferor)** warrants and undertakes to the Party receiving the Personal Data (the **Data Recipient)** that such Personal Data have been collected, processed and transferred in accordance with the Data Protection Legislation, this paragraph 2, and any other laws applicable to the Data Transferor and to the Personal Data;

2.5.2 the Data Recipient warrants and undertakes to the Data Transferor that:

(a) it will process the Personal Data in accordance with the Data Protection Legislation;

(b) it has and will continue to have in place appropriate technical and organisational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected; and

(c) it has the legal authority to give the warranties and fulfil the undertakings set out in this Agreement; and

2.5.3 if the Data Recipient is in breach of any of its

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obligations under this Agreement then the Data Transferor may temporarily suspend the transfer of the Personal Data to the Data Recipient until the breach is repaired.

2.6 Where appropriate, each Party shall promptly refer to the other Party any requests, from:

2.6.1 Data Subjects in regard to

(a) providing information under Articles 13 and 14 of the GDPR; and

(b) Data Subject Access Requests under Articles 15 to 22 inclusive of the GDPR;

2.6.2 the Information Commissioner; and

2.6.3 any other law enforcement authority,

and to the extent it is reasonable and practical to so do, consult with the other party (at. no additional cost) before responding to such request.

2.7 Each Party shall provide any assistance reasonably requested by the other Party in relation to enquiries from Data Subjects concerning Processing of their Personal Data.

2.8 A party shall notify the other within seven (7) Working Days where there is a suspected Data Loss Event or Personal Data Breach within its organisation. The Parties shall discuss any proposal by made by a Party to notify the Information Commissioner and/or Data Subjects where necessary about Data Loss Events and Personal Data Breaches.

2.9 The Parties shall work together to complete any required Data Protection Impact Assessments.

2.10 The Council will be the primary point of contact for Data Subjects.

2.11 The Parties shall publish the essence of their relationship as set out in this Schedule 3.