

DRAFT BASELINE AGREEMENT FOR THE PROVISION OF STANDARD SERVICES

Dated

[to be inserted]

Ceredigion County Council (the “Council”)

And

**Advancing Aberystwyth Ltd / Aberystwyth Ar Y Blaen Cyf
(the “BID Company”)**

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Introduction

Ceredigion County Council enters into this Baseline Agreement with Advancing Aberystwyth BID at a challenging time for local government finances and service planning. The Council is mindful of the importance of its town centres to the social and economic well-being of the county.

The council's commitment to its centres is indicated in its **Corporate Strategy 2013-2017**. One of the five strategic objectives of the council is that: "Aberystwyth will be developed as a recognised regional and national centre"

This commitment is also evident in its support for town centre partnerships and of the development of the BID in Aberystwyth.

Each Council service area with significant operations and duties in respect of the town centre has contributed to the development of this Baseline Agreement in a positive manner. The aim will be to establish a productive relationship with the BID in improving the centre's appeal.

However, Ceredigion County Council will see a cut of 3.4% to its funding from Welsh Government for the financial year 2016-17 – one of the highest to any local authority in Wales. This means that savings in the region of at least 6% in the Council's budget are required. A major restructure and a programme of service transformation aimed at changing how the Council is organised and works has been in place since 2013, achieving savings of £20 million over the last three years. Despite this, further cuts to services are now inevitable as the scope to make more efficiency savings gets harder to achieve year on year.

In line with BID requirements the current baseline provision has been accurately described, and the council aims to continue to deliver a consistent level of outcome albeit there may be changes in the mode of delivery. Any changes will be discussed in advance with the BID to ensure that efforts continue to be aligned.

Baseline Agreement for the Provision of Standard Services

Dated [to be inserted]

Between

1) NAME OF THE COUNCIL **Ceredigion County Council** and
2) NAME OF THE BID COMPANY **Advancing Aberystwyth Ltd / / Aberystwyth Ar Y Blaen Cyf**
[registered as a company limited by guarantee in England and Wales]

Recitals

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

It is agreed:

1 Definitions

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

Baseline Agreement sets out for the avoidance of doubt

- i) the Standard Services provided by the Council within the BID area
- ii) the benchmark levels against which the provision of the Standard Services will be measured so as to ensure that whenever the BID Company wishes to provide any additional/complementary services these services are not services which the Council should be providing pursuant to their existing statutory duties and
- iii) the mechanism for the continued monitoring and review of the Standard Services.

BID means the Business Improvement District which is managed and operated by the BID Company and has the meaning given in the Regulations

BID Area means that area within which the BID operates as shown in Schedule 1

BID Arrangements has the meaning given by section 41 of the Local Government Act 2003

BID Business Plan means the plan voted for by the BID Levy Payers which sets out the objectives of the BID and for Financial Year 2015/16 is known as the BID Proposal

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

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

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

BID Term means 1st April 2015 to 31st March 2020

Complementary Service(s) means those services secured or procured by the BID Company from the Council or other third party provider in addition to the Standard Services

Complementary Services Agreement(s) means an agreement entered into between the Council and the BID Company or such further agreements as may be entered into by the BID Company for the provision of the Complementary Services

Complementary Service Provider means the provider of a Complementary Service

Designated Officer means the officer appointed by the Council to liaise directly with the BID on issues relating to the performance of the Standard Services and any Complementary Services provided by the Council

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

Operating Agreement means the agreement to be entered into between the Council and the BID Company which sets out various procedures for the collection, monitoring and enforcement of the BID Levy

Performance Notice means a notice served by the BID Company which:

- (a) identifies the Standard Service to which the notice relates;
- (b) states how the Standard Service is not being provided in accordance with this Agreement; and
- (c) requests that the Council liaise directly with the provider or contractor responsible for carrying out the Standard Service as soon as practicable for the purposes of securing compliance with this Agreement.

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

Regulations means the Business Improvement Districts (Wales) Regulations 2005 and such amendments to those regulations which may be made by the National Assembly for Wales pursuant to Section 48 of the Local Government Act 2003 (from time to time)

Services Review Panel means the panel comprising officer representatives from the Council and the BID Company

Standard Services means the services provided by the Council within the BID Area as set out in Schedule 2

Voluntary Contribution(s) means any contributions or funds paid or made available to the BID Company which do not form part of the BID Levy.

2 Statutory Authorities

- 2.1 This Agreement is made pursuant to Section 2 of the Local Government Act 2000, Part IV of the Local Government Act 2003, the Business Improvement Districts (Wales) Regulations 2005, Section 111 of the Local Government Act 1972 and all other enabling powers.

3 Commencement

- 3.1 This Agreement shall commence on 1st April 2016 and continue until 31st March 2021 subject to earlier termination or extension by mutual consent as hereinafter provided
- 3.2 This Agreement shall determine and cease to be of any further effect in the event that:
- (a) the BID Company fails to secure approval of the Proposals, Renewal Proposals or Alteration Proposals in a ballot, renewal ballot, alteration ballot or rebalot;
 - (b) the Welsh Ministers declare void a BID ballot, renewal ballot, alteration ballot or rebalot;
 - (c) the Council exercises its veto pursuant to Section 51(2) of the Local Government Act 2003 and paragraph 12 of the Business Improvement District (Wales) Regulations 2005 and there is no successful appeal against the veto;
 - (d) the BID Term expires save where the BID Company secures approval of Renewal Proposals in a renewal ballot or Alteration Proposals in an alteration ballot or Proposals in a rebalot in which event this Agreement shall continue until the expiry of the BID Term set out in the Renewal Proposals, Alteration Proposals or the Proposals set out in the rebalot provided, in relation to Renewal Proposals and Alteration Proposals, the Council and the BID Company both consent to such continuation;
 - (e) the Council exercises its discretion to terminate the BID Arrangements in exercise of its powers under Regulation 18 of the Regulations; and
 - (f) the Council terminates this Agreement pursuant to clause 9 of this Agreement.

4 The BID Company's Obligations

- 4.1 The BID Company agrees that it will provide the Council with any information the Council may reasonably require in relation to the carrying out of the Complementary Services.
- 4.2 In the event that the BID Company intends to change the Complementary Services the BID Company shall serve notice on the Council for the purposes of arranging a meeting of the Services Review Panel and at such a meeting the BID Company shall consult with the Council in respect of the intended change to the Complementary Services.

5 The Council's Obligations

- 5.1 The Council agrees to the following:
- (a) to provide the Standard Services within the BID Area at its own cost for the duration of the BID term; and
 - (b) will not to use the BID Levy at any time to either fund or procure the Standard Services.
- 5.2 In the event that the Council is unable to continue to provide all or any part of the Standard Services within the BID Area on account of it being statutorily barred from doing so in respect of any of those Standard Services set out in Schedule 2 or it does not have sufficient funds to secure the provision of any of those Standard Services set out in Schedule 2 it shall confirm the following to the BID Company:
- (a) identify which part or parts of the Standard Services it is unable to provide;
 - (b) provide a detailed explanation of why such identified Standard Service is to be withdrawn; and
 - (c) confirm the date upon which the Council will cease to operate the identified Standard Service.

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

- (a) adverse weather conditions in the BID Area;
- (b) an excessive number of pedestrians in the BID Area which would impede or inhibit the carrying out of the Standard Services;
- (c) restrictions by the Police as to the persons and/or number of persons permitted access in the BID Area;
- (d) a traffic accident or major spillage in the BID Area;
- (e) marches, parades, film and theatre premieres, festivals and visits by VIPs in or affecting the BID Area where such activities directly impede or inhibit the Standard Services from being provided;
- (f) any other reason in the BID Area or affecting the BID Area beyond the control of the Council
- (g) neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either Party may terminate this Agreement immediately by written notice to the other Party.

provided always that the Council shall first and, if possible, provide the BID Company with reasonable notice in the event that the Council intends to provide different Standard Services, delayed Standard Services or no Standard Services as a result of any of the reasons mentioned in this clause and the Council shall, if possible, endeavour to recommence the Standard Service as soon as reasonably practicable to the same standard as it was immediately before the change.

- 5.4 To use reasonable endeavours to liaise with and (where practicable) put in place such partnering arrangements (of a formal or informal nature) with the Complementary Service Provider where the Complementary Services are complementary to or are of a similar nature to the Standard Services and to liaise with the Complementary Service Provider (where appropriate)
- 5.5 To implement such reasonable recommendations in the carrying out or provision of the Standard Services as may be made by the Services Review Panel , insofar as is reasonably practicable and affordable ;
- 5.6 2 months prior to conducting a review/reletting of a contract relating to the Standard Services to notify the BID Company informing it of the timescales for carrying out the review/reletting and update Schedule 2 with new details within 4 weeks of these being agreed
- 5.7 Pursuant to clause 5.6 above to review the provision of the Standard Services as part of the Services Review Panel process and where appropriate and agreed with the BID Company to update Schedule 2 in accordance with the conclusions reached by the Services Review Panel insofar as is reasonably practicable and affordable ;
- 5.8 In the event that the Council intends to change the Standard Services significantly and permanently the Council shall give the BID Company no less than 2 months prior to that change, if possible, and such notice shall include:
- (a) a description of the part or parts of the Standard Services the Council intends to change;
 - (b) a detailed explanation of why the Council intends to change such Standard Services;
 - (c) the date on which the Council intends to change the Standard Services.

6 Performance Notice

- 6.1 The Council shall not remove or change any contractor(s) responsible for providing the Standard Services without first serving no less than 2 months' written notice on the BID Company confirming:
- (a) the removal or alteration of such contractor;
 - (b) the Standard Services which such contractor is responsible for providing; and
 - (c) the details of the new contractor appointed to provide the Standard Services

PROVIDED THAT this requirement to give prior notice to the BID Company shall not apply in the event of a contract for the provision of any of the Standard Services terminating immediately on the grounds of fundamental breach of contract or insolvency on the part of the contractor

- 6.2 Upon receipt of a Performance Notice from the BID Company the Designated Officer shall inform the contractor or provider of the Standard Services of the lapse, carry out a review of the performance and the carrying out of the Standard Services by the contractor or provider of the Standard Services and to use their reasonable endeavours to secure the improvement of the Standard Services. The Designated Officer in each case shall consult with the BID Company on the action plan arising from such review to secure such improvements, if possible, and keep the BID Company informed of the Council's actions and progress in carrying out the action plan.

7 Licence

- 7.1 The BID Company, its agents or Complementary Service Provider shall not enter onto into or upon any land within the Council's ownership or the highway for the purposes of the BID Company its agents or Complementary Service Provider carrying out any function or service required or secured (or any ancillary function) for the operation of the BID proposal without first obtaining the Council's licence and consent under Clause 7.2 and complying with all relevant statutory requirements
- 7.2 The BID Company shall give the Council reasonable notice in writing of its intention to carry out any function or service under Clause 7.1, stating when each such access will be required and the location and nature of the proposed works or services. The Council reserves the right to refuse or reschedule such entry in the event that it considers (acting reasonably) it necessary to do so provided that such refusal shall be given promptly with an explanation and in writing to the BID company. Any such licence or consent may be given subject to such conditions as the Council may consider reasonably necessary.

8 Monitoring and Review

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

- (a) review and monitor the carrying out of the Standard Services
- (b) make any recommendations required pursuant to clause 5 to the Council and the BID Company
- (c) where appropriate, review and monitor the provision of the Complementary Services and make such recommendations to the BID Company as are appropriate;
- (d) review any Performance Notices served by the BID Company and steps which should be taken to secure the proper carrying out of the Standard Services and to make recommendations to the Council including recommendations for an improvement in performance in the carrying out of the Standard Services and recommendations for the carrying out of the Standard Services in a manner that facilitates the carrying out of Complementary Services.

8.2 Within 28 (twenty-eight) days from the date of this Agreement the parties shall agree the dates when there will be meetings of the Services Review Panel and there shall be at least two such meetings in each Financial Year (throughout the duration of the BID Term) and on all other occasions further meetings of the Services Review Panel 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 less if otherwise agreed or in cases of emergency) and provided further that such meetings can be dispensed with altogether upon the written agreement of the parties.

8.3 The Services Review Panel will identify the need for any improvement or alteration to the Standard Services. The Council will in any case formally respond to recommendations from the Service Review Panel within the standard response times, giving reasons for any decision not to implement recommendations in part or in full.

9 Joint Obligations

9.1 Both the Council and the BID Company agree:

- (a) for the purposes only of monitoring the Standard Services and the Complementary Services to review and take account of any representations or recommendations made to them by the Services Review Panel and take such action as may be appropriate;
- (b) to agree appropriate Protocols as may be required in order to assist the carrying out or provision of the Standard Services (and thereafter to review them annually);
- (c) to operate the Standard Services in accordance with such agreed Protocols.

10 Termination

10.1 The Council may terminate this Agreement:

- (a) in the same circumstances in which it may terminate the BID Arrangements under Regulation 18 of the Regulations;
- (b) in the event that the BID Company commits a serious and irremediable breach of this Agreement; or
- (c) in the event that the Council terminates the Operating Agreement.

11 Confidentiality

11.1 Both the Council and the BID Company agree to keep confidential and not to divulge to any person without the prior written consent of the other party all information (written or oral) concerning the business affairs of the other nor any information which has been exchanged about the BID Levy Payers or about other third parties which it shall have obtained or received as a result of operating the BID. This obligation shall survive the termination or lapse of the provision of the BID.

12 Notices

- 12.1 Any notice or other written communication to be served or given to or upon any party to this Deed to the other shall be in writing and shall be sent to the address provided for above or such substitute address in the UK as may from time to time have been notified by that party upon 7 (seven) days' notice in writing.
- 12.2 A Notice may be served by registered or recorded delivery post and:
- (a) delivered to the Head of Law & Standards of the Council at the above address;
 - (b) delivered to the BID Director of Operations at the BID Company's office address.
 - (c) or by 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 issued pursuant to Part IV of the Local Government Act 2003 then such part shall be struck out and the balance of this Agreement shall remain
- 13.2 The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed
- 13.3 For the avoidance of doubt the provisions of this Deed (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, or Recital such reference (unless the context requires otherwise) is a reference to a clause, part, plan, or recital attached to this Deed
- 13.5 References to the Council include any successors to its functions as local authority
- 13.6 References to statutes, bye laws, regulations, orders, delegated legislation shall include any such instrument re-enacting or made pursuant to the same power

14 Exercise of the Council's Powers

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

15 Contracts (Rights of Third Parties)

- 15.1 The parties do not intend that the provisions of this Agreement may be enforced or varied by any other party pursuant to the Contracts (Rights of Third Parties) Act 1999

16 Relationship between the Parties

- 16.1 Nothing in this Agreement shall constitute, or be deemed to constitute, any partnership agency or joint venture arrangement as between the Council and the BID Company
- 16.2 The BID Company is not and will not at any time hold itself out as the agent of the Council for any purposes and under no circumstances will the BID Company have the authority to bind the Council or hold itself out as having such authority.
- 16.3 All contracts and agreements entered into or made by the BID Company pursuant to this Agreement will be contracts or agreements as between the BID Company as principal and the respective third parties and the Council will have no obligation or liability under them
- 16.4 Both parties shall indemnify and keep indemnified the other party against all costs claims demands proceedings and liabilities which may be incurred as a result of any act, neglect or default by the indemnifying party, its employees contractors or agents in carrying out their obligations under this Agreement.

17 Dispute Resolution

- 17.1 If any dispute or difference arises between the Council and the BID Company relating to or arising out of the terms of this Agreement then dispute shall be referred to the Managing Directors or Chief Executive Officers of the Council and the BID Company or their designated representatives, who will meet in good faith to try and resolve the dispute or difference.
- 17.2 If after 28 days (or such longer period as the parties may agree) the dispute or difference has not been resolved then either of the Parties may give notice that it wishes to attempt to settle the dispute by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure 2001 ("the Model Procedure") or such later edition as may be in force from time to time.
- 17.3 If the Parties do not agree on the identity of the Mediator then either party may request that CEDR appoint one.

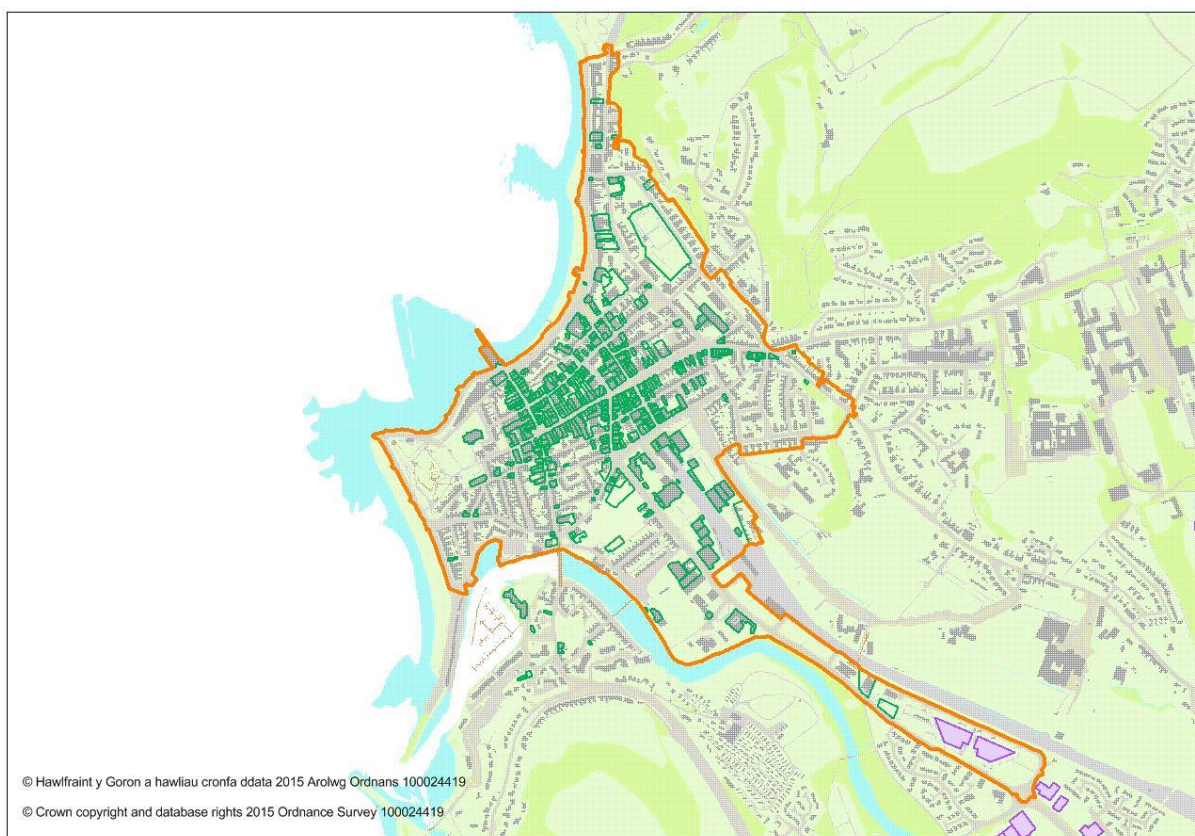
- 17.4 The Model Procedure shall be amended to take account of any relevant provisions of this Agreement or any other agreement that the parties may enter into in relation to the conduct of the mediation.
- 17.5 Both Parties shall use their best endeavours to ensure that the Mediation starts within twenty working days of the service of the notice of mediation and to pay the mediator's fees in equal shares.
- 17.6 Any agreement reached by the parties as a result of mediation shall be binding on the parties, as set out in the Model Procedure, but if the dispute has not been settled by mediation within 10 working days of the mediation starting then either party may commence litigation proceedings (but not before then).
- 17.7 Neither party shall be precluded by this Clause17 from taking such steps in relation to court proceedings as they may deem necessary or desirable to protect its position, including but not limited to, issuing or otherwise pursuing proceedings to prevent limitation periods from expiring and applying for interim relief.

IN WITNESS whereof the parties have executed this Agreement as a Deed the day and year first before written.

Schedule 1 -BID Area

The following streets – in full or in part – shall constitute the BID area

BID Streets List			
Alexandra Road	Corporation Street	New Street	Rheidol Retail Park
Alfred Place	Eastgate	North Parade	Rhoddfa Padarn
Baker Street	Elm Tree Avenue	North Road	South Marine Terrace
Bath Street	Ffordd Parc Y Llyn	Northgate Street	South Road
Boulevard St Brioux	George Street	Park Avenue	Spring Gardens
Bridge Street	Grays Inn Road	Pier Street	St David's Road
Brynymor Road	Great Darkgate Street	Poplar Row	St James Square
Buarth Road	High Street	Portland Road	St Michaels Place
Cambrian Place	King Street	Portland Street	Terrace Road
Cambrian Street	Laura Place	Powell Street	Thespian Street
Caradog Road	Maesyrafon	Princess Street	Trinity Road
Castle Street	Marine Terrace	Prospect Street	Upper Portland Street
Chalybeate Street	Market Street	Queen Street	Victoria Terrace
Cliff Terrace	Mill Street	Queens Avenue	Vulcan Street
	New Promenade	Queens Road	Ystwyth Retail Park



Schedule 2 Ceredigion County Council Standard Baseline Services

The following services are described as at February 2016. However, the Introduction comments should be noted.

2.1 Street Cleansing

In general across the County Ceredigion County Council is moving to a reactive cleaning model; however, the streets in Aberystwyth town centre are subject to programmed cleaning activity 363 days of the year – the only exceptions being Boxing Day and Good Friday.

Following an initial early morning clean including the use of large and small mechanical sweepers this is supported throughout the day by operatives with hand carts.

Work usually takes place between the hours of:

- 06:00 and 16:00 Mondays - Thursdays
- 06:00 - 15:30 Fridays
- 06:00 - 10:00 Saturday and Sundays

This does change to reflect requirements related to various events and is extended in the summer to 20:00.

The Street Cleaning Team's main activities are:

- Mechanical and physical street cleaning
- Chewing gum cleaning
- Litter bin emptying
- Collection of fly tipped material
- Collection of road kill and other dead animals
- Fly posting removal
- Graffiti removal
- Seasonal Leaf Removal

The County Council street cleaning budget is supplemented in Aberystwyth by the Town Council for additional promenade and beach cleaning in the peak summer season.

Ceredigion has consistently attained positive performance results in relation to evaluation through the Local Environment Audit Management System (LEAMS). This has included and refers to the overall Cleanliness Index score and also the streets which are deemed to be of a B score or above.

Ceredigion's beaches, including those at Aberystwyth, have also posted positive results in relation to cleanliness when subject to monitoring forming part of beach awards including the Blue Flag.

2.2 Highway Inspection and Maintenance

Reactive Highway Safety Inspections

- The authority has a duty to maintain highways maintainable at public expense (as set out in schedule below) under Section 41 of the Highways Act 1980.
- In addition to programmed safety inspections we will respond to and investigate all reported or identified defects in accordance with the authority's current Code of Practice for Highway

Safety Inspections. The authorities Code of Practice follows the recommendations contained in the National Code of Practice “Well Maintained Highways”.

- Response times for reactive inspections will be in accordance with this policy and appropriate to the nature of the defect and location.

Street	Schedule	Street	Schedule
Alfred Place	4 Weekly	New Street	4 Weekly
Baker Street	4 Weekly	North Road	4 Weekly
Bath Street	4 Weekly	Park Avenue	4 Weekly
Boulevard St Brioux	4 Weekly	Pier Street	4 Weekly
Brynymor Road	12 Weekly	Poplar Row	12 Weekly
Buarth Road	12 Weekly	Portland Road	4 Weekly
Cambrian Place	4 Weekly	Portland Street	4 Weekly
Cambrian Street	4 Weekly	Powell Street	12 Weekly
Caradog Road	4 Weekly	Princess Street	4 Weekly
Castle Street	12 Weekly	Prospect Street	12 Weekly
Chalybeate Street	4 Weekly	Queen Street	4 Weekly
Cliff Terrace	12 Weekly	Queens Avenue	4 Weekly
Coporation Street	4 Weekly	Queens Road	4 Weekly
Eastgate	4 Weekly	Rheidol Retail Park	Private
Elm Tree Avenue	12 Weekly	Rhoddfa Padarn	4 Weekly
Ffordd Parc Y Llyn	4 Weekly	South Marine Terrace	4 Weekly
George Street	12 Weekly	South Road	12 Weekly
Grays Inn Road	12 Weekly	Spring Gardens	12 Weekly
High Street	12 Weekly	St David's Road	12 Weekly
King Street	12 Weekly	St James Square	4 Weekly
Laura Place	12 Weekly	St Michaels Place	12 Weekly
Maesyrafon	12 Weekly	Terrace Road	4 Weekly
Marine Terrace	4 Weekly	Trinity Road	12 Weekly
Market Street	4 Weekly	Upper Portland Street	4 weekly
New Promenade	4 Weekly	Victoria Terrace	4 Weekly
		Vulcan Street	12 Weekly
		Ystwyth Retail Park	Private
Alexandra Road	Trunk road - 28 day inspection schedule	North Parade	Trunk road - 28 day inspection schedule
Bridge Street	Trunk road - 28 day inspection schedule	Northgate Street	Trunk road - 28 day inspection schedule
Great Darkgate Street	Trunk road - 28 day inspection schedule	Thespian Street	Trunk road - 28 day inspection schedule
Mill Street	Trunk road - 28 day inspection schedule		

The defect responses adopted by Highway Maintenance will be as follows:

- Identified or reported defects are typically risk assessed taking into account factors such as the type and nature of the defect, location and also the day and time of day. All defects are assigned a defect category in accordance with the authority’s current Code of Practice for Highway Safety Inspections.
- The response time will be determined by the defect category and appropriate to the nature of the defect.

- Intervention levels for defects will be in accordance with the levels set out in the authority's current Code of Practice for Highway Safety Inspections.

2.3 Street Lighting Maintenance and Inspection

Inspections and Testing

- Night time lighting patrols are carried out on a 2 week frequency.
- Specialist Structural and Electrical column testing is carried out in accordance with the authorities rolling programme.

Lighting Defect Responses

- The response time for defects will be determined by the defect type and will be appropriate to the nature of the defect.
- Lighting outages identified during patrols or reported to the authority are responded to within a maximum of 7 working days.
- Section Faults are treated as urgent and are responded to the next working day.

2.4 Christmas Lighting and Trees

- Christmas Lighting and Trees are provided by Aberystwyth Town Council

2.5 Surface Water Drainage

- Routine cleansing of highway gullies within the town centre is undertaken once per year. Combined sewer systems maintained by Welsh Water.

2.6 Maintenance of Planters and Hanging Baskets

Ceredigion County Council's involvement in the provision of floral displays including bedding, planters and pots has been changing for some years to reflect the particularly challenging financial climate which the Authority finds itself operating in.

- The current arrangements are in place until the end of the 2016 season. Consideration is being given to identifying and developing opportunities for maintaining sustainable displays into the future which could include working with other interested stakeholders

2.7 Paddling Pool

- Open from Whitsun on weekends dependent on weather.
- Open from 1st week of July till September on a daily basis
- Pool filled with fresh water and chlorinated daily

2.8 Town Centre Management

Regular partnership meetings include:

- Aberystwyth Transport committee

The Common Seal of **CYNGOR SIR**)
CEREDIGION COUNTY COUNCIL)
was hereunto affixed in the presence of:-

Chairman

Group Manager – Legal Services

The Common Seal of)
[the BID Company])
was hereunto affixed in the presence of

Authorised Signatory

Authorised Signatory