



**LOCAL
GOVERNMENT
BID LOAN
FUND**

TOOLKIT

BRITISHBIDS.INFO



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BACKGROUND

A Business Improvement District (BID) is a Body formed to deliver additional services and benefits to businesses within defined geographic locations. These are funded through a mandatory levy on all liable businesses that will first have approved the arrangements through a majority voting in favour at a ballot. Each BID may last for up to 5 years at which time a further ballot will be required in order for it to be renewed. The local billing authority will be responsible for collection of the levy, for which it is entitled to charge its reasonable administration cost. The levy is held by the local authority in a BID Revenue Account before it is paid across to the BID Body (following any agreed deductions or charges).

BIDs were initially introduced by Regulations in 2004, with the first BID commencing operations in January 2005. Today the number of UK BIDs has expanded to over 300 and they generate a combined income of over £100 million per annum. Most BIDs are in town and city centres but others cover more specialist locations such as industrial estates and tourism areas.

BIDs are democratic, they are business-led, and they are transforming the places in which they operate. On the whole, businesses really like BIDs, evidenced by the fact that 8 out of 10 succeed on first ballot, increasing to more than 9 out of 10 at renewal when their term expires.

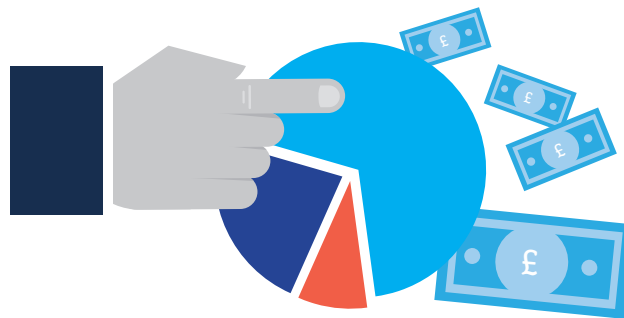


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THE FUNDING GAP

Once BIDs are confirmed at ballot they become self-sustaining, as they will have the funding to deliver all of the projects and services they promised, and they also cover their own overheads. Therefore, they are not a drain on public finances; indeed, quite the opposite as they add to the funds available in any area.

However, too often the problem for businesses who would be prepared to work with their local authority to create BID Proposals is that they do not have the seedcorn funding required to complete the development process, and local authorities have limited budgets to make such funds available. There is no fixed price but most BIDs cost less than £50,000 to develop and yield up to 10 times that amount annually once operational. Therefore, the return on investment is undoubted.





THE TOOLKIT

By listening to local authorities and the business community, British BIDs (Bb) has developed this toolkit in order to assist local authorities to rethink how they might fund BID development and improvement in their area.

The Local Authority BID Loan Fund Toolkit establishes key principles:

1. The investment is de-risked as it establishes a strict, proven methodology to BID development, with monies advanced only in instalments as each stage is completed.
2. The funds are treated as a loan to be repaid in full to the local authority (with optional interest applied) once a ballot has been successful and the BID is operational.

3. The loan is secured by repayment terms being included within the legal framework of a BID Operating Agreement, which the BID Proposer must agree to on behalf of the BID Body prior to any ballot. This allows the local authority (as lender) to repay the loan directly from the levy receipts that it collects on the BID's behalf, thereby ensuring such payments are made by way of a 'first charge' arrangement.





LOAN APPLICANTS

The BID Regulations 2004 state that a BID Proposer must be either:

- (a) any person who, at the date he sends BID proposals to the relevant billing authority under regulation 4(2) (a)—
 - (i) is a non-domestic ratepayer in relation to a hereditament situated in the area to be comprised in such proposals;
 - (ii) has an interest in land (situated in the area to be comprised in such proposals) as freeholder, mortgagee or lessee, or directly or indirectly receives rent for the land (whether or not he is a non-domestic ratepayer in relation to that land); or
 - (iii) is a body (whether corporate or not corporate) one of whose purposes is developing BID proposals; or
- (b) the relevant billing authority.

Therefore, any local authority utilising the Loan Fund Toolkit, can restrict applicants to only those falling within one or more of the categories, and to those for whom they will be responsible for collecting the levy.

Applicants for a loan should be asked to complete an application including as a minimum their full details and experience (if any), the rationale for BID development in the selected location, work undertaken to date, timeline to ballot (if known), business engagement, and a phase-by-phase breakdown of the funding request.



AMOUNT OF LOAN

This is a locally based decision and there is no right or wrong answer. However, average loans are likely to be between £10,000 and £50,000.

Once a ballot is successful, the local authority has the option to recycle the loan to the next location. Alternatively, multiple loans may be granted from a larger 'loan pot'.

THE RISKS

There are risks and they are broadly covered by:

- I. The BID failing at ballot (or before) in which case any loan outstanding would need to be converted to a grant.
- II. The reputation of the local authority should the development be poorly managed or businesses react negatively.

CASE STUDY



Ballot result

89% by number
93% by rateable value

The Local Authority Loan Fund was trialled and successfully implemented in Uxbridge in order to develop a BID in Uxbridge town centre. The BID succeeded at a ballot in July 2017 resulting in over £3 million of additional investment and loan repayment certainty within a year.

In addition, Bb administers a centralised loan fund for the Department of Communities and Local Government (DCLG). This has successfully funded BID development in 16 town and city centres, thereby generating over £31 million of extra investment.

This history illustrates that loan funding is more secure than grant funding as it ensures that a local authority can maintain a keen eye on the process throughout. It is further de-risked by advancing stages of loan only upon successful completion of agreed milestones, thereby allowing further work to be done at any stage if the process requires.



THE OPPORTUNITIES

As local authorities seek more cost effective ways to invest in economic development and business support, the Local Government Loan Fund Toolkit provides a perfect solution.

A BID will create a lasting partnership between the business and public sector and can deliver dramatic improvements to an area. BIDs have secure funding achieved through an annual levy payable by all liable businesses within the selected BID area.

As well as investing in improvements to an area, a BID will help to maintain high occupancy and increase demand for commercial space.





THE LOCAL GOVERNMENT LOAN FUND CHECKLIST

1. Initially a local authority needs to agree the total amount of loan or loans that it is willing to make available. This may be in response to demand or in order to generate such demand.
2. Once this is agreed, the authority should allocate an Officer(s) to act as Project Officer(s) to oversee each BID development. This might be a town centre manager or economic development officer, for example.
3. Applicants (called BID Proposers) should be within the terms of the Regulations (see Section 4)
4. Any applicant should be asked to apply for a loan by detailing their plans, proposals, resource, competencies, and repayment terms.
5. Most importantly, an applicant must be able to evidence strong business support for their application from amongst those who will, ultimately, be responsible for paying a BID levy. There must be a commitment to establish a business-led Advisory Group to help oversee the project, including an agreed position for the Project Officer(s).
6. If approved, the terms of any loan should be set out in a legal Agreement, the Parties to which will be the local authority and the BID Proposer (a draft, illustrative agreement is included in Appendix A).
7. The Agreement should include a detailed set of expectations and milestones for each stage of the BID development – including initial feasibility work, the planning stages, and the ballot campaign. These are set out in drafts at Appendix A, (Schedule 1).
8. The BID Proposer should be made to complete each stage, including any inter-stage milestones, before the amount of loan relating to that stage is advanced.
9. A Certificate of Completion (see draft at Appendix A, Schedule 2), signed by an authorised person on behalf of the BID Proposer, following consultation with the Advisory Group and accompanied by evidence of completion, will be required in order for a loan advance to be made at any stage.
10. The BID Proposer will need to enter into an Operating Agreement with the local authority (on behalf of the proposed BID Body) that will establish the arrangements for the local authority to be repaid the loan directly from the BID Revenue Account.

APPENDIX

The following draft Agreement is for illustrative purposes only and should not be used without full legal or professional advice

THIS AGREEMENT is made the [date] day of [month/year]

B E T W E E N

1. [Council] of [address] (hereinafter “the Council”)

And

2. [BID Proposer] of [address] (hereinafter “the Proposal”)

WHEREAS

1. The Council agrees to make funds available to assist the development of a Business Improvement District (“BID”) in [location] and
2. The BID Proposer, which will establish an Advisory Group incorporating representatives from the Council, from businesses most likely to be liable for any BID, and key stakeholders, to advise on the project, has sought funding for a project to establish a BID.
3. The Council has agreed to provide financial support by way of a loan to the BID in their efforts to establish a BID in [location].
4. If successful at ballot, the loan will be repaid in full during the duration of the first term of the BID (maximum 5 years) on repayment terms as set out below, such terms to be contained within the BID’s Operating Agreement with the Council and within the BID Business Plan. If unsuccessful at ballot, any loan advanced to that stage will be converted to a grant and no further loan payments will be made.

IT IS HEREBY AGREED

1. In this Agreement the following terms shall have the meanings herein ascribed to them:

| | |
|-------------------|---|
| Bribery Act | means the Bribery Act 2010 of the UK and any subordinate legislation made under that Act from time to time together with any government guidance or codes of practice. |
| BID | means a Business Improvement District, a business led scheme to improve a commercial area through additional services or new initiatives paid for through a levy paid by all eligible business occupiers within a defined area (see Business Improvement District Regulations 2004). |
| BID Proposer | The applicant for the Loan and also a Proposer of BID Proposals and Arrangements as described in the Regulations above. |
| Commencement Date | means the [date, month, year] |
| Loan | means the sum of £[amount] [excluding/including vat, if applicable] to be paid to the BID Proposer in accordance with this Agreement. |
| Prohibited Act | means : (a) offering, giving or agreeing to give to any servant or agent of the Council any gift or consideration of any kind as an inducement or reward for: i doing or not doing (or having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Council, or ii showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Council. (b) entering into this Agreement or any other contract with the Council where a commission has been paid or has been agreed to be paid by the BID Proposer or on its behalf or to its knowledge, unless before the relevant contract is entered into, full particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Council. (c) committing any offence i under the Bribery Act, or ii under legislation creating offences in respect of fraudulent acts, or iii at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Council. (d) defrauding or attempting or conspiring to defraud the Council. |
| Project | to develop a Business Improvement District in [location]. |
| Project Manager | means the individual(s) appointed to represent the Council for the purpose of this Agreement. |

2. PURPOSE OF LOAN

- 2.1 The BID Proposer shall use the Loan exclusively for the delivery of the Project and in accordance with the terms conditions of this Agreement
- 2.2 The BID Proposer shall not make any significant change to the Project without the Council's prior written agreement.
- 2.3 Where the BID Proposer intends to apply to a third party for other funding for the Project, it will notify the Council in advance of its intention to do so and, where such funding is obtained, it will provide the Council with details of the amount and purpose of that funding. The BID Proposer agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Council is funding in full under this Agreement.

3. PAYMENT AND REPAYMENT OF LOAN

- 3.1 Payment of the Loan shall be made in instalments as set out in Schedule 1.
- 3.2 Each payment will be made only after receipt by the Council of a Certificate of Completion, signed by the [The Appointed Signatory of the BID Proposer], of the steps set out at each stage in Schedule 2.
- 3.3 The amount of the Loan shall not be increased in the event of an overspend by the BID Proposer in its delivery of any stage of the Project.
- 3.4 The BID Proposer will promptly repay to the Council any money incorrectly paid to it, either as a result of administrative error or otherwise.
- 3.5 If the BID Proposer is successful at ballot, the Loan outstanding at commencement of the BID Proposer term shall be repayable in full. This is to be repaid directly from the BID Revenue Account held by the Council and into which levy payments will be held in accordance with the Regulations. The terms of repayment are to be reflected within the BID Operating Agreement between the BID Body and the Council, and all repayments will be made as first priority directly from the BID Revenue Account. The agreed repayment terms are [terms]
- 3.6 In the event that the BID Proposer is unsuccessful at ballot, the Loan shall be converted to a Grant with no repayments due.

4. USE OF LOAN

- 4.1 The Loan shall be used by the BID Proposer for the delivery of the Project in accordance with the programme as set out in Schedule 1.
- 4.2 The BID Proposer may not use the Loan to:
 - (a) make any payment to any of its members or Directors;
 - (b) purchase buildings or land, or
 - (c) cover any expenditure commitments entered into by the BID Proposer before the Commencement Date, unless this is approved by the Council.
- 4.3 Should any part of the Loan remain unspent at the end of the Project, the BID Proposer will ensure that any unspent money is returned immediately to the Council.
- 4.4 Any liabilities that arise at the end of the Project must be managed and paid by the BID Proposer using Grant or other resources of the BID Proposer. No additional funding will be available from the Council.

5. ACCOUNTS AND RECORDS

- 5.1 The BID Proposer will keep separate accurate and up to date accounts and records of the receipt and expenditure of Loan monies that it receives. Any underspend from prior stages should be used to fund future stages.
- 5.2 The BID Proposer shall keep all invoices, receipts and accounts and any other documents relating to the income and expenditure of the BID Proposer for a period of at least 6 years following payment of the last instalment of Loan money, returning such documents to the Council should the Advisory Group be disbanded after completion of the project or as a result of the project being unsuccessful.
- 5.3 The BID Proposer shall prepare accounts for the Grant Period at the end of that period and will provide the Council with a certified copy thereof as soon after preparation as is possible.

6. MONITORING AND REPORTING

- 6.1 The Project Manager is entitled to attend or send a representative to any and all meetings of the Advisory Group and shall have access to all documentation produced during the Project.
- 6.2 The BID Proposer will provide to the Council an operational report with an attached financial report upon request.
- 6.3 The BID Proposer shall, on request, furnish the Council with such further information and explanation as the Council may require properly to monitor the use of the Loan and progress of the Project.

7. ACKNOWLEDGEMENT AND PUBLICITY

- 7.1 The BID Proposer will not publish any material referring to the Project or the Council without the prior written agreement of the Council, which consent shall not be unreasonably refused or delayed.
- 7.2 Where required to do so, the BID Proposer shall include the Council's logo in any materials that refer to the Project and in any written or spoken public presentation about the Project. The Loan provided should be disclosed within the BID Proposal and BID Business Plan and budgets should reflect the repayment terms.
- 7.3 In using the Council's name and logo, the BID Proposer shall comply with all reasonable branding guidelines issued by the Council from time to time.

8. CONFIDENTIALITY

Subject to Clause 9 (below), each Party shall during the term of this Agreement and thereafter keep secret and confidential all intellectual property rights or know-how and other business, technical or commercial information disclosed to it as a result of this Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations hereunder or as expressly authorised in writing by the other Party.

9. FREEDOM OF INFORMATION

- 9.1 The BID Proposer acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and shall assist and co-operate with the Council (at the BID's expense) to enable the Council to comply with these information disclosure requirements.
- 9.2 The BID Proposer and any servant or agent or any sub-contractor of the BID shall:
- (a) transfer any request for information that it receives to the Council as soon as possible, but in any event within two working days of receipt of the request;
 - (b) provide the Council with a copy of all information in its possession or power in the form that the Council requires within 5 days (or such longer period as the Council may stipulate) of the Council requesting that information; and
 - (c) provide all necessary assistance reasonable requested by the Council to enable the Council to respond to a request for information within the time for compliance set out in s 10 of the FOIA or Reg. 5 of the EIR.
- 9.3 The Council will be responsible for determining at its absolute discretion whether the information:
- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the EIR, or
 - (b) is to be disclosed in response to a request for information.
- 9.4 In no event shall the BID or any servant, agent or sub-contractor respond directly to a request for information unless expressly authorised to do so by the Council.
- 9.5 The BID Proposer acknowledges that the Council may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under s45 of FOIA, November 2004) be obliged under the FOIA or EIR to disclose information:
- (a) without consulting the BID Proposer, or
 - (b) following consultation with the BID Proposer and having taken their views into account
- Provided always that where clause 9.5(a) applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the BID Proposer advanced notice or, failing that, to draw the disclosure to the BID attention promptly after such disclosure.
- 9.6 The BID Proposer shall ensure that all information produced in the course of this Agreement or relating to this Agreement is retained for disclosure and shall permit the Council to inspect such records as they may request from time to time.
- 9.7 The BID Proposer shall ensure that a clause such as this shall be included in any sub-contract into which it enters in the course of the Project.

10 DATA PROTECTION

The BID Proposer shall (and shall procure that any of its staff or contractors involved in connection with any activities under this Agreement shall) comply with any notification requirements under the Data Protection Act 1998 (DPA) and both parties will duly observe all their obligations under the DPA which arise in connection with this Agreement.

11 WITHHOLDING OR SUSPENDING OF GRANT.

11.1 The Council's intention is that the Loan be paid in full, save as for any underspend. However, without prejudice to the Council's other rights and remedies, the Council may, at its discretion, withhold or suspend payment of the Loan if:

(a) the Council considers that the BID Proposer has not made satisfactory progress with the delivery of the Project, or

(b) the BID Proposer is, in the opinion of the Council, delivering the Project in a negligent manner, or

(c) the BID Proposer commits or has committed a Prohibited Act; or

(d) any member of the Advisory Group, employee or volunteer of the BID Proposer has (i) acted dishonestly or negligently at any time directly or indirectly to the detriment of the Project or (ii) taken any actions which in the reasonable opinion of the Council, brings or is likely to bring the Council's name or reputation into disrepute, or

(e) the BID Proposer ceases to operate for any reason or it passes a resolution (or any Court of competent jurisdiction makes an Order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation); or

(f) the BID Proposer becomes insolvent or is declared bankrupt or placed into receivership, administration or liquidation or a petition has been presented for its winding up or it enters into any arrangement or composition for the benefit of its creditors, or is unable to pay its debts as they fall due; or

(g) the BID Proposer fails to comply with any of the terms and conditions of this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

11.2 Whenever under this Agreement any sum of money is recoverable from or payable by the BID Proposer to the Council, the Council may unilaterally deduct that sum from any sum then due or which at a later date may become due to the BID under this Agreement or under any other agreement with the Council

11.3 Should the BID Proposer be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement, it will notify the Council as soon as possible so that, if possible, and without creating any legal obligation, the Council will have an opportunity to provide assistance in resolving the problem or to take action to protect the Council and the Loan monies.

12. ANTI – DISCRIMINATION

- 12.1 The BID Proposer shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether by race, gender, religion, disability, age, sexual orientation or otherwise) in employment;
- 12.2 The BID Proposer shall take all reasonable steps to secure the observance of clause 12.1 by all servants, agents, employees or sub-contractors engaged on the Project.

13. HUMAN RIGHTS

- 13.1 The BID Proposer shall (and shall use all reasonable endeavours to procure that its staff or contractors shall) at all times comply with the provisions of the Human Rights Act 1988 in the performance of this Agreement as if the BID were a public body (as defined in that Act).
- 13.2 The BID Proposer shall undertake, or refrain from undertaking, such acts as the Council requests so as to enable the Council to comply with its obligations under the Human Rights Act 1998

14. LIMITATION OF LIABILITY

- 14.1 The Council accepts no liability for any consequences, whether direct or indirect, that may come from the BID running the Project, the use of the Loan or from withdrawal of the Loan. The BID Proposer shall indemnify and hold harmless the Council, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities from or incurred by reason of the actions and/or omissions of the BID Proposer.
- 14.2 Subject to Clause 14.1, the Council's liability hereunder is limited to the payment of the Loan.

15. WARRANTIES

The BID Proposer warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Loan), and
- (b) it has not committed nor shall it commit any Prohibited Act, and
- (c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Council immediately of any departure from such legislation, codes or recommendations.

16. LAW AND JURISDICTION

This Agreement is construed in accordance with English Law and the Parties hereby irrevocably agree to the exclusive jurisdiction of the Courts of England and Wales.

IN WITNESS WHEREOF the common seal of the Council was affixed hereto and the authorised representative of the BID Proposer have signed this Agreement as a deed the day and date first before written

[Council].....)
Signed by:.....)

Authorised Person

[BID Proposer].....)
Signed by:.....)

Authorised Person

Schedule 1

STAGES OF BID DEVELOPMENT AND LOAN PAYMENT STAGES

Stage 1 – The Feasibility (Investigate) Stage

1. Required outcomes:

- a) Establishing the need (if any) for a BID
- b) Detailed situational analysis
- c) Competitor/SWOT analysis
- d) Assessing business interest and insight
- e) Gauging local authority support
- f) Crude viability test
- g) Financial assessments, including full development costs
- h) Assessing the local capacity to undertake the project
- i) Raising awareness of the process
- j) Develop a communications plan

2. Indicative timescale:

[month] to [month]

3. Milestones:

- a) [milestone 1]
- b) [milestone 2]
- c) [milestone 3]
- d) etc.

4. Loan funding for this stage (including inter-stage payments):

£[amount]

5. Evidence required:

- a) [evidence 1]
- b) [evidence 2]
- c) [evidence 3]
- d) etc.

6. Interim Stage payments (if any, otherwise to be paid at completion of the stage)

- a) [interim stage payment 1]
- b) [interim stage payment 2]
- c) [interim stage payment 3]
- d) etc.

Stage 2 – The Planning & Local Authority (Insight) Stage

1. Required outcomes:

- a) Develop a purpose, proposition and vision
- b) Primary research at local level
- c) Head office consultation
- d) Communications
- e) Operating Agreement
- f) Baseline statement(s) (if any)
- g) Service level agreement(s) (if any)
- h) Ballot processes
- i) Final voter database
- j) Contingencies for ballot failure
- k) BID Proposal including levy rules
- l) Financial modelling
- m) 'Go-ahead' to ballot moment

2. Indicative timescale:

[month] to [month]

3. Milestones:

- a) [milestone 1]
- b) [milestone 2]
- c) [milestone 3]
- d) etc.

4. Loan funding for this stage (including inter-stage payments):

£[amount]

5. Evidence required:

- a) [evidence 1]
- b) [evidence 2]
- c) [evidence 3]
- d) etc.

6. Interim Stage payments (if any, otherwise to be paid at completion of the stage)

- a) [interim stage payment 1]
- b) [interim stage payment 2]
- c) [interim stage payment 3]
- d) etc.

Stage 3 – The Campaign (Inspire) Stage

1. Required outcomes:

- a) Final visual identity for the BID
- b) Publish business plan
- c) Enact campaign communications and strategy
- d) Campaign launch programme
- e) Ballot monitoring processes
- f) Ballot announcement

2. Indicative timescale:

[month] to [month]

3. Milestones:

- a) [milestone 1]
- b) [milestone 2]
- c) [milestone 3]
- d) etc.

4. Loan funding for this stage (including inter-stage payments):

£[amount]

5. Evidence required:

- a) [evidence 1]
- b) [evidence 2]
- c) [evidence 3]
- d) etc.

6. Interim Stage payments (if any, otherwise to be paid at completion of the stage)

- a) [interim stage payment 1]
- b) [interim stage payment 2]
- c) [interim stage payment 3]
- d) etc.

Schedule 2

CERTIFICATE OF COMPLETION

A copy of the declaration below must be completed and signed by the authorised signatory of the Proposer and submitted with evidence of expenditure in order for Loan Funding relating to that stage or interim-stage to be released.

Declaration:

I [name] being the authorised signatory of [loan applicant], declare that the milestones listed below have been duly completed within the agreed timescales and that the results have been reported to an approved by the Advisory Group.

| MILESTONES COMPLETED | DATE COMPLETED | EVIDENCE PROVIDED |
|----------------------|----------------|-------------------|
| 1. [milestone1] | [date] | [evidence 1] |
| 2. [milestone 2] | [date] | [evidence 2] |
| 3. etc | [date] | etc |

In accordance with the BID Development Loan Agreement, I hereby request the Loan payment of £[amount] from the Council.

SIGNED

.....

PRINT NAME

.....



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