

BASELINE AGREEMENT FOR THE PROVISION OF STANDARD SERVICES

Dated

Cyngor Gwynedd (the “Council”)

and

HWB Caernarfon (the “BID Company”)

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Baseline Agreement for the Provision of Standard Services

Dated:

Between:

- 1) **CYNGOR GWYNEDD** (the Council), Shirehall Street, Caernarfon, Gwynedd.
- 2) **HWB Caernarfon** (the BID Company), registered in England and Wales company number 09959600, a company limited by guarantee with registered office address of Y Ganolfan Groeso, Oriel Pendeitsh, Caernarfon, Gwynedd LL55 1SE.

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/complimentary 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/complimentary 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 2025/26 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.

BID term means a five-year term - 1st of April 2026 to 31st of March 2031.

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 relevant Council Department 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 department, service 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 nominated officer representatives from the BID Company and the Council Departments responsible for delivery of Standard Services.

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 in accordance with the Well-being of Future Generations (Wales) Act 2015 and the Local Government (Wales) Measure 2009, which give the Council powers to promote the economic, social, and environmental well-being of its area, 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 2026 and continue until 31st of March 2031 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 re-ballot;
 - (b) the Welsh Ministers declare void a BID ballot, renewal ballot, alteration ballot or re-ballot;
 - (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 re-ballot 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 re-ballot 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 10 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 will 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 Complimentary 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 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 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 the proposed BID to provide Complimentary Services or, and (where practicable) put in place such partnering arrangements (of formal or informal nature) with a Complimentary 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 28 days 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 Complimentary 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 Service 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 Complimentary 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 complimentary 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 arrangements 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 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 Clause 17 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 Council has caused its Seal to be affixed and the BID Company has executed this Agreement as a Deed the day and year first before written

The Common Seal of Cyngor Gwynedd was)
hereunto affixed in the presence of:)

Authorised Signatory

The Common Seal of Hwb Caernarfon was)
hereunto affixed in the presence of:)

Authorised Signatory

Authorised Signatory

Schedule 1 – BID Map Area



Schedule 2 – Cyngor Gwynedd Standard Baseline Services - Caernarfon

Details of Cyngor Gwynedd (GC) service provision within proposed Business Improvement District (BID) Area. Information to be included in this schedule of the baseline agreement and reflects standard services CG provides.

The services and level of activities noted on Schedule 2 are subject to the outcomes of the comprehensive spending review currently underway with Cyngor Gwynedd. Any proposed changes to these services will be undertaken in consultation with the BID as set out in para 5.8 of this agreement

The proposed BID area maps are included in Appendix A at the end of this document. Streets included in full or in part within the proposed BID area where services are provided are:

Allt Pafiliwn	Mill Lane / Lôn y Felin
Bank Quay / Cei Banc	New Street / Stryd Newydd
Balacava Road / Balacafa	Newborough Street (Eagles Hotel)
Bangor Road / Stryd Bangor	North Road / Fford Y Gogledd (Number 14 Alexandra, Morrisons filling station, Moduron Menai Garage)
Bridge Street / Bont Bridd	Northgate Street / Stryd Pedwar a Chwech
Castle Ditch / Pendeitsh	North Penrallt / Penrallt Uchaf
Castle Hill / Allt y Castell	Palace Street / Stryd y Plas
Castle Square / Y Maes	Pepper Lane
Castle Street / Stryd y Castell	Pool Hill / Penllyn
Chapel Street / Tre'r Gôf	Pool Lane / Pen y Graig
Church Lane / Lôn yr Eglwys	Pool Side / Penllyn
Church Street / Stryd yr Eglwys	Pool Street / Stryd Y Llyn
Doc Fictoria	Pretoria Terrace / Rhes Pretoria
Garnon Street / Stryd Garnon	Segontium Terrace / Rhes Segontium
Glan Môr / Crown Street	Shirehall Street / Stryd y Jêl
Greengate Street / Tan y Bont	Skinner Street / Lôn Crwyn
High Street / Stryd Fawr	Slate Quay / Cei Llechi

Hole in the Wall Street / Stryd Twll yn y Wal	Snowdon Street / Stryd Capel Joppa
Lôn Twthill	South Penrallt / Penrallt Isaf
Market Street / Stryd Y Farchnad	South Road / Lon Parc
Stryd y Porth Mawr	St Helens Road / Ffordd Santes Helen

Regulatory Services

Designated Officer – Senior Manager Environment and Transportation Department

1. Road Improvement Scheme Management

1.1. Oversee and manage proposed road improvement schemes within the BID areas.

2. Traffic Management, Planning and Enforcement

2.1. Creation of Temporary and permanent Traffic Regulation orders .i.e Parking, Speed, Height & Weight restrictions and one-way systems and road closures.

2.2. Managing the coordination of works within the Highway.

2.3. Ensuring the safe and free flowing usage of the highway, through licencing and enforcement.

3. Parking Management

3.1. Management of Car Parks under the ownership or responsibility of Cyngor Gwynedd according to established Cyngor Gwynedd policies and national legislation and regulations. These include :-

- Ffordd Glan y Mor Uchaf	- Tan y Bont
- Doc Fictoria, Y Galeri	- Penllyn Multistorey Car Park
- Doc Fictoria Multistorey Car Park	- Ffordd y Felin
- Balaclafa Road	
- Shell Site	

3.2. Statutory and civil parking enforcement activities within BID area which includes enforcement within car parks and on street parking. Parking enforcement officers are deployed on a daily basis within the BID area to enforce regulations for all road users.

3.3. Management of traffic management bollards where installed within the BID area.

3.4. Management of residential parking Scheme where already established within the BID area.

4. Licensing

- 4.1. Within identified BID area GC provide licencing activities relating to all works on the public highway, including;
- Use of traffic lights, skips and scaffolding;
 - Use of A-Boards, tables and chairs in the public realm
 - Providing licenses for events and any other activities which require a license as required within the BID area.

5. Public Transport

- 5.1. Management of transportation hubs (Caernarfon Bus Station – Penllyn) located on the A487 in the town which is within the BID area including care, maintenance and responding to vandalism.
- 5.2. Maintaining and ensuring all other bus shelters within the BID area is the responsibility of Caernarfon Town Council.
- 5.3. Updating Departure Boards in all bus stops in the BID area.
- 5.4. Monitoring existing public transport provision from transportation hubs adhere to contract terms and conditions.
- 5.5. Commission subsidised public transport provision from transportation hubs.

Highways, Engineering and YGC

Designated Officer – Senior Executive Officer- Highways, Engineering and YGC

6. Street Cleansing and Associated Services

- 6.1. In the areas included within the BID areas Cyngor Gwynedd operates routine street cleaning and servicing of litter bins is undertaken on a daily basis. Cleaning schedules are set to meet the duty to keep the relevant land clear of litter and refuse and highways are clean. Areas within the BID area are included within the current cleansing schedules which identify the frequency of cleansing in compliance to grades A – D as set out in the Code of Practice on Litter and Refuse and Associated Guidance 2007 code of practice for rubbish and waste.
- 6.2. Land managed by the duty body (Cyngor Gwynedd) has been split into four main zones. High intensity of use, Medium intensity of use. Low intensity and areas with special circumstances. Land has been allocated into one of the four zones and managed accordingly. Appendix 1 (below) indicates the types of land within each category. The zones are identified on maps and Appendix 1 provides the information for the area within the BID.
- 6.3. Hours Operating - 06:00 – 18:00
- 6.4. Street cleansing teams are deployed on a daily basis to implement cleansing schedule to maintain or restore identified areas to grade A by 8am in high and medium intensity areas.
- 6.5. Reactive Cleansing shall be determined by the Street Scene Service within the department to achieve the appropriate standard of cleanliness.

- 6.6. Response times to maintain assigned grades have been set for each category by which a land must be returned to an acceptable standard:-

High Intensity: - the maximum response time to restore to a grade A = 1/2 day, this means by 6pm if reported before 1pm or by 1pm the next day if reported between 1pm and 6pm.

Medium intensity: - the maximum response time to restore to a grade A = 1 day, this means by 6pm the following evening.

Standard of Cleansing

- 6.7. All works or services performed shall be carried out to the entire satisfaction of the Code of Practice. The Street Cleansing Works Unit shall be responsible for all supervision to identify the cleansing required to achieve the specified standards within the time limits as set out in this Specification and the Response Time Summary. A Supervising Officer may from time to time during the works monitor the cleansing standard and will instruct the Works Unit in accordance with the Conditions if any defects are found. The Supervising Officers' decision regarding the grade and extent of defect shall be final.
- 6.8. The Street Cleansing Works Unit shall ensure that all personnel will have a thorough appreciation of the requirements of the Code of Practice and shall familiarise themselves with the cleansing standards, definitions, photographic examples, category zones and their response times.
- 6.9. Standards are based on the Environmental Protection Act: Code of Practice and are categorised as zones 1-7 as indicated in paragraph 17. The Various photographs of these cleanliness standards are the trigger points for the response times for that Category.
- 6.10. Amendments and additions to the Code of Practice shall be as follows:-
- A full reactive cleansing service shall be provided at all times within a core working day of 06.00hours until 20.00hours except for Christmas day and New Years' day when the service required will be as specified for Category 1 and 2 zones only
 - A litter bin with its contents exceeding 90% of its capacity shall result in that bin being deemed to be Cleanliness Standard Grade D.
 - Response time for syringes, hypodermic needles and the like shall be immediately collected if found by the Works Unit during monitoring of cleansing or within 3 working hour if instructed by the Supervising Officer and records of work carried out provided in accordance with the operating procedure Part F- Appendix G (as amended February 2007).
 - Response time for leaf fall on soft landscapes areas within Zone 4 shall be as for normal waste when cleansing is required but otherwise within 3 weeks of the completion of leaf fall in that particular area.

Response Times

- 6.11. For the purpose of the Baseline, Table A below indicates the main response time limits for the restoration to the acceptable grade of cleanliness i.e. Grade A for hard areas and Grade B for landscaped areas.

RESPONSE TIME SUMMARY

CATEGORY ZONE	DESCRIPTION	CLEANLINESS STANDARD	
		A	B,C or D
High Intensity of use	Area which through intense pedestrian and /or vehicular movements are prone to fluctuations in litter and refuse and require both high levels of monitoring and cleansing	<----- <----- <-----	-- ½ a day. This means by 6pm if reported before 1pm or by 1pm the next duty day if reported between 1pm and 6pm

Methodology of Work

- 6.12. Cleansing shall be performed by mechanical or manual means or a combination thereof at the discretion of the Works Unit. Our aim will be to undertake cleansing work of any area contained in category zones 1, 2, 3 or 4 shall be applied to the full extent of that area as defined by its natural or physical boundaries. On completion of cleansing any surface, edges and joints shall be visible and completely free from all traces of waste of whatever nature.
- 6.13. The Works Unit shall endeavour to give special attention to ensure that all unwanted growth, such as weeds and errant grass growth in moist or built up detritus, are removed and discouraged during each cycle of frequency cleansing from all sealed surfaced / hard landscaped areas including recesses interfaces and crannies as found on features such as eg kerblines, channels, footways and modular pavements etc.
- 6.14. The standard of cleanliness shall be obtained by the Works Unit irrespective of the type of surface including paving blocks, cobbles and the like.

Litter Bins

- 6.15. Litter bins form an integral part of the Category Zone that they are located in. The operation of litter bin emptying shall consist of complete removal of all waste. The Street Cleansing Works Unit may use recyclable or recycled plastic bin liners at discretion to facilitate the task of litter removal and maintaining the cleanliness of the bin. Any fly posting on the bin or graffiti will be removed at the earliest opportunity.

FREQUENCY CLEANSING SUMMARY

Category Zone	Activity	Frequency
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Defined Urban Areas Zone 1	Thorough cleansing to achieve Grade A standard of cleanliness	Daily
Litter Bins	Thorough cleansing to achieve Grade A standard of cleanliness	Daily
Litter bins (addition)	Patrol late in the afternoon	Seasonal

Deep Clean Service / Power washing

- 6.16. A deep clean of primary public realm areas within the BID area on an annual basis. Additional power washing of public areas and pavements are delivered based on identified needs. This work will be implemented by the 'Ardal Ni' Team.

Graffiti

- 6.17. Property controlled or owned by Cyngor Gwynedd - Cyngor Gwynedd will remove graffiti including offensive or racist subject matter from buildings it owns or controls.
- 6.18. Private Property – Cyngor Gwynedd will advise and assist property owners on the removal of graffiti from private property. Where applicable, a removal service can be provided subject to agreed conditions and recover of reasonably incurred costs.

7. Public Conveniences

- 7.1. 3 Primary public conveniences in Caernarfon located at :-

Location

Yr Empire, Ffordd Glan y Mor *

Allt y Castell

Penllyn *

*these toilets currently charge 20p for entry

- 7.2. Public conveniences fall within the remit of the municipal service who have a responsibility for the maintenance and cleansing of the assets.

8. Grass Cutting and Gardening

- 8.1. Within the BID area grass is maintained as follows :-
- High Standard = 5+ cuts (may include cut and collect)
 - Medium Standard = 3-5 cuts
 - Urban verge maintenance = 3 cuts

9. Highway conditions and inspections

- 9.1. Highway Inspections - Safety inspections are designed to identify all defects likely to create danger or serious inconvenience to users of the network or the wider community. Defects

identified via inspection or by third party notification are prioritised for repairs based on the risk they posed to users as noted within the table below:

Defect Categories:	Description:	Response Time:
Critical Defect.	A situation where the inspecting officer considers the risk to safety high enough to require immediate action, e.g., collapsed cellar, missing utility cover, fallen tree, unprotected opening	2 Hours.
Safety defect	Service requests or defects requiring a response as soon as possible to remove a potential risk of injury to users	By the end of the next working day.
Maintenance defect	Other defects that warrant treatment in order to prevent them deteriorating into a safety defect prior to the next scheduled inspection	1 month (Class 1, Class 2 and some Class 3). 3 months (Most Class 3 and Unclassified)

10. Street Lighting Maintenance and Inspection

Activity Type	Activity	Department Standard	Code of Practice Standard
Reactive	Response time for repairing Category 1 faults, damage to units from wind or impact damage and exposed wiring.	Make safe and repair at Category 1 Defect – attention when emergency within 2 hours when possible.	1 working day for emergency. 5 working days for non-emergency.

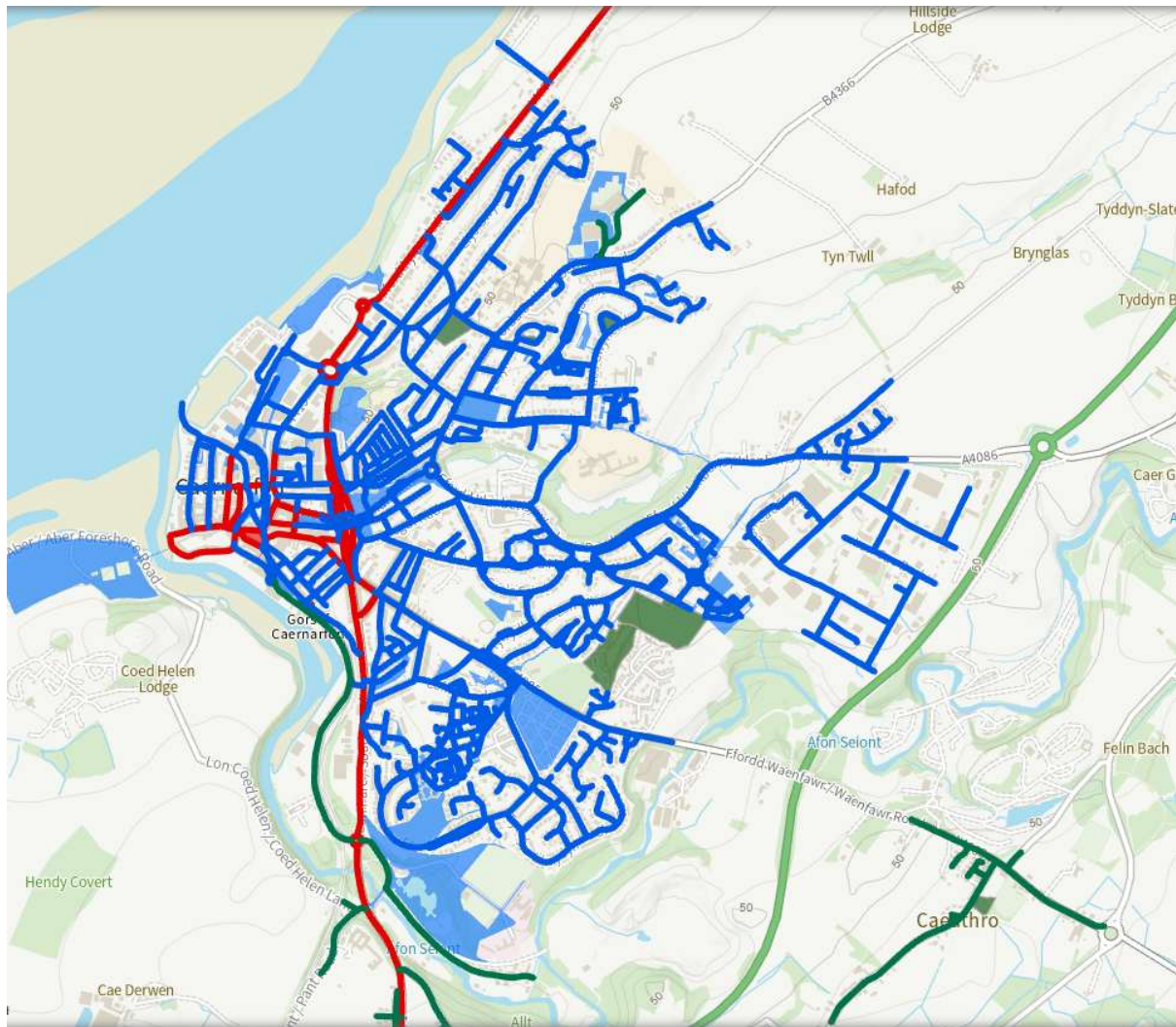
11. Public realm asset management

- 11.1. Public realm assets receive regular, formal, condition inspections primarily for risk management purposes and to identify essential reactive maintenance works. Public realm assets may include – benches, bollards, statues, sculptures, fountains, litter bins, trees, etc. Frequencies of inspections are determined by risk evaluations and asset management requirements and can be monthly, quarterly, 6 or 12-month basis. Condition inspections can also occur in response to reports of damage or incidents. Frequencies may be reviewed to reflect changes in circumstances.

Caernarfon



Appendix 1 – Zones



STRYD/STREET	PARTH/ZONE	DWYSEDD/INTENSITY
		UCHEL/HIGH
		CANOLIG/MEDIUM
		ISEL/LOW