

United Kingdom BID Feasibility Programme

Revive & Thrive

1. United Kingdom BID Feasibility Programme (UKBFP) is a no-obligation programme designed to remove the barrier of financial investment from considering a Business Improvement District (BID) for your place.
2. Subject to terms and conditions, laid out in this contract Revive & Thrive will deliver a full, thorough and honest BID Feasibility Study. The results of which belong to the client with full rights to scrutinise and act on at any point in the future.
3. The outcome of this study will result in the following outcomes –
 - a. Your town, city, high street, industrial estate, region (otherwise listed as place throughout this document) is considered viable for a BID
 - i. The client moves to ballot phase
 1. Revive & Thrive submits a competitive tender through client's procurement process
 2. The client commissions Revive & Thrive to deliver the ballot phase – the costs of the feasibility study are not payable
 3. The client commissions another consultancy to deliver the ballot phase – the £5,000 feasibility and any other pre-agreed costs are due for immediate payment to Revive & Thrive
 4. The client delivers ballot phase themselves - the £5,000 feasibility and any other pre-agreed costs are due for immediate payment to Revive & Thrive
 5. The client decides not to proceed with a BID - the £5,000 feasibility and any other pre-agreed costs are due for immediate payment to Revive & Thrive
 6. The client decides to stall any decision to move to the next phase for more than two months - the £5,000 feasibility and any other pre-agreed costs are due for immediate payment to Revive & Thrive. However, should the client choose to commission Revive & Thrive to deliver the ballot phase –
 - a. Within three months of completion of the feasibility study then £4,000 will be deducted from the cost of ballot phase
 - b. Within six months of completion of the feasibility study then £3,000 will be deducted from the cost of ballot phase
 - c. Within nine months of completion of the feasibility study then £1500 will be deducted from the cost of ballot phase
 - d. Beyond nine months, normal fees will be payable apart from the 10% discount offered to all members
 - b. Your place is not deemed viable for a BID.
 - i. In this case there is nothing to pay and the contract is automatically terminated

- ii. Neither parties have any obligation to each other
- c. Feasibility study proves inconclusive leading to either of the following scenarios –
 - i. The client decided not to pursue a BID - the £5,000 feasibility and any other pre-agreed costs are due for immediate payment to Revive & Thrive
 - ii. The client moves to ballot phase
 1. Revive & Thrive submits a competitive tender through client's procurement process
 2. The client commissions Revive & Thrive to deliver the ballot phase – the costs of the feasibility study are not payable
 3. The client commissions another consultancy to deliver the ballot phase – the £5000 feasibility and any other pre-agreed costs are due for immediate payment to Revive & Thrive
 4. The client delivers ballot phase themselves - the £5,000 feasibility and any other pre-agreed costs are due for immediate payment to Revive & Thrive
 5. The client decides not to proceed with a BID - the £5,000 feasibility and any other pre-agreed costs are due for immediate payment to Revive & Thrive
 6. The client decides to stall any decision to move to the next phase for more than two months - the £5,000 feasibility and any other pre-agreed costs are due for immediate payment to Revive & Thrive. However, should the client choose to commission Revive & Thrive to deliver the ballot phase –
 - a. Within three months of completion of the feasibility study, then £4,000 will be deducted from the cost of ballot phase
 - b. Within six months of completion of the feasibility study, then £3,000 will be deducted from the cost of ballot phase
 - c. Within nine months of completion of the feasibility study, then £1,500 will be deducted from the cost of ballot phase
 - d. Beyond nine months, normal fees will be payable apart from the 10% discount offered to all members
4. Should there be disagreement on the outcome of the feasibility study then an impartial third-party BID expert will evaluate the report and provide a view on outcomes. Reasonable costs will be shared between the client and Revive & Thrive. Anticipated cost to client of £250 + vat.
5. The feasibility study will be full and thorough and not reduced in quality, purpose or depth. The supplied report will form Revive & Thrive's historic portfolio of work and Revive & Thrive's reputation will rest on delivering the right results for the area.

This point should be noted to remove any potential perception of bias on the outcome of the report. Third party scrutiny is welcome and point 4 can be implemented should there be any disagreement.

6. An invoice for £5,000 + vat will be raised upon submission of the feasibility report which will trigger a 30 day period to either settle the invoice in full or advise Revive & Thrive on next steps based on point 3 of this document.
7. The client must provide evidence of real intent to pursue a BID. The UKBFP must only be used with a clear expectation and ability to pursue the outcomes of the report.

Acceptable evidence will include –

- a. Written statement from CEO of District, County or Borough Council
 - b. Minutes from three meetings including representation from District, County or Borough Council and local business community
 - c. Evidence of approved funding or grant
 - d. Evidence of virement of funds exclusively for BID development
 - e. Evidence of private funding or sponsorship
 - f. Evidence of a collective of businesses agreeing to fund BID development
8. A decision of awarding UKBFP to an applicant will only be announced once both parties have signed the contract
 9. The UKBFP will be completed within six-months of signing the contract unless both parties have supplied written agreement to extend the deadline. Both parties can opt to accept or decline extension in periods of 28 days.
 10. If Revive & Thrive fails to deliver a completed comprehensive feasibility study within six-months or within any subsequent agreed time period, then the contract is terminated and no fee is payable to either party.
 11. Both parties have 10 days to cancel the contract without financial burden or any obligation to either party. The 10 days start from the date of signing the contract.
 12. Beyond the 10 days the following fees will be immediately due for settlement
 - a. Terminate contract within 60 days £1,700 + vat
 - b. Terminate contract within 120 days £3,400 + vat
 - c. Terminate contract beyond 120 days £5,000 + vat
 13. A feasibility study requires a great deal of information that can only be provided by the client. For this reason, the client must as part of this contract agree to respond to written requests within 5 working days. If the response requires longer than 5 days to respond to, a holding response must be provided by the client and a new date for response mutually agreed.
 14. Revive & Thrive can terminate the contract without reason should the client fail to respond to any reasonable requests within the given time frame or the client jeopardises the timeline.
 15. Revive & Thrive have the right to decline or refuse an application to the UKBP without explanation or reason.
 16. No cash equivalent is offered as an alternative to the UKBFP
 17. Sickness, redundancy, reorganisation, change of personnel or any other reason, within either party is not a reason for termination of the contract. If there are any changes within either organisation then a possible extension, as per section 9 of this document, can be discussed. Termination by the client due to resourcing or priority changes will be treated as per section 12 of this document.

18. Should there be an incident within the place, that is classed as an 'act of god' or unforeseen by both parties, the contract can be placed on hold once mutually agreed or as detailed in section 9 of this document.