



Ms L Govi
35 B Queens Gate
London
SW7 5JA

24 October 2016

Dear Leila

I am writing to thank you for the generous donation of £15,000, which we were delighted to receive, for two balustrade engravings on the Garden Bridge.

London needs more gardens which are accessible and open to all. The Garden Bridge will raise the horticultural bar, and with it improve the quality of life for those living and working in London, and the visitors to our city. Your gift brings this dream a step closer, for which we are extremely grateful.

A unique feature of the Garden Bridge will be the balustrade, upon which the names of 300 supporters will be engraved. I am pleased to confirm that at your kind request, we have reserved two East facing Balustrades for you, to be engraved with the names: [REDACTED] and [REDACTED]

In the unlikely event the Garden Bridge does not progress as planned, your donation will be returned to you in full.

We will, of course, keep you updated on the progress as the project develops and I very much look forward to meeting you at a forthcoming Garden Bridge Trust event.

Your ongoing support is greatly appreciated and essential to making the Garden Bridge a reality.

Yours sincerely

[REDACTED]

Lord Davies of Abersoch CBE
Chairman, Garden Bridge Trust

10th November 2017

Ms. Leila Govi
35B Queens Gate
London
SW7 5JA

Dear Leila,

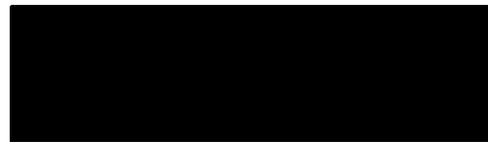
Thank you for your recent correspondence asking if your generous donation of £15,000 to the Garden Bridge Trust could be refunded to you.

The trustees have been in consultation with the charity's legal team and have been advised that because the donation was legitimately used by the Garden Bridge Trust on pre-construction activity that charity law stipulates that these funds cannot be returned.

I would like to extend my thanks on behalf of the board of trustees for your generosity and patience whilst we worked through the processes with our legal and regulatory advisors.

I would of course be happy to discuss if you have any queries.

Yours sincerely,



Lord Mervyn Davies
Chairman, Garden Bridge Trust

17th November 2017

Ms Leila Govi
35B Queens Gate
London
SW7 5JA

Dear Leila,

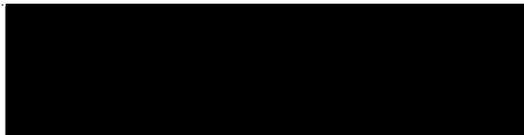
The trustees are most grateful for your continued understanding.

As you know we are currently taking professional advice regarding the assessment and discharge of all of the charity's liabilities which, as I am sure you will appreciate, is quite a complex process given the nature of the project.

The trust is doing its utmost to resolve everything swiftly however the charity is still in the process of finalising matters with one supplier. Once all liabilities have been assessed the next stage is for the trustees to discuss these with TFL in accordance with the terms of the underwriting agreement which is in place. It will therefore be a little while yet before I can revert to you regarding the repayment of your donation and I think it would be prudent for me to advise you that we do not expect to have all matters resolved by the end of the calendar year.

Once again, we thank you for your continued patience and I will be in touch with an update as soon as we have a clearer idea on timescales.

Yours sincerely,



Lord Mervyn Davies
Chairman, Garden Bridge Trust

Jane Hywood

From: Rebecca Olajide
Sent: 27 November 2017 11:12
To: Jane Hywood
Subject: FW: Garden Bridge Trust
Attachments: 171117_ Letter to Ms Leila Govi.pdf

From: Bernadette O'Sullivan
Sent: 17 November 2017 15:17
To: Leila Govi <[REDACTED]@egercap.co.uk>
Cc: Rebecca Olajide <[REDACTED]@gardenbridge.london>; Bee Emmott <[REDACTED]@gardenbridge.london>
Subject: Garden Bridge Trust

Dear Leila

I am so sorry that we have not managed to speak this week. Firstly I would like to express apologies for any distress our communication earlier this week may have caused. You have been a very generous supporter of the project and we are so grateful to you for this.

Further to my voice message this morning I am delighted to be able to confirm that the agreement you have with GB means the funds are legally entitled to be returned under charity law. The process is taking longer than we would have hoped and I attach a letter from Lord Davies with an update. Please don't hesitate to give me a call or drop me an email if you have any questions.

I need to let you know that my last day at the trust is Monday 20th November and a small team will be handling the wind down process going forward.

Bee Emmott, the Executive Director, will be able to help with any queries you might have after my departure. I am copying in Bee and her assistant Rebecca so you have their details.

With very best wishes Leila

Bernadette

Bernadette O'Sullivan

Garden Bridge Trust

21. Jane and Roger Madelin

Funds received to 31 July 2017 is £15,000

Funds received on the basis that the funds represent monies for a successful auction bid not delivered, so they are entitled to have funds returned.

Documents included:

1. File note dd 1 March 2016
2. Signed auction bid
3. GBT letter dd 15/11/17

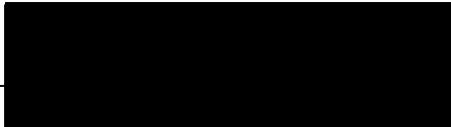
Glitter in the Garden in Support of the
Garden Bridge Trust

Engraved name on the Garden Bridge balustrade

I hereby certify to pay the Garden Bridge Trust £15,000 to have my name, or that of a loved one,
engraved on the balustrade of the Garden Bridge in perpetuity.

Names x 2.

Signed



Your details:

Title

MRS

First name

JANE

Surname

MADELIN

Address

6 Spring Grove Rd Richmond TW9 10 6EH

Telephone number



Email address

 @bhnternet.com

*A member of the Garden Bridge Trust team will collect this completed form from you this evening.
You will be provided with a receipt with Crispin Rees details, who will be in touch regarding the
balustrade name engraving.*

Note to Garden Bridge Trust staff: Please return this completed form to Jade Williamson.

15th November 2017

Mr R and Mrs J Madelin
6 Spring Grove Road
Richmond
Surrey
TW10 6EH

Dear Roger and Jane,

The trustees are most grateful for your continued understanding.

As you know we are currently taking professional advice regarding the assessment and discharge of all of the charity's liabilities which, as I am sure you will appreciate, is quite a complex process given the nature of the project.

The trust is doing its utmost to resolve everything swiftly however the charity is still in the process of finalising matters with one supplier. Once all liabilities have been assessed the next stage is for the trustees to discuss these with TFL in accordance with the terms of the underwriting agreement which is in place. It will therefore be a little while yet before I can revert to you regarding the repayment of your donation and I think it would be prudent for me to advise you that we do not expect to have all matters resolved by the end of the calendar year.

Once again, we thank you for your continued patience and I will be in touch with an update as soon as we have a clearer idea on timescales.

Yours sincerely,



Lord Mervyn Davies
Chairman, Garden Bridge Trust

22. Mayank Patel

Funds received to 31 July 2017 is £15,000

The file note of BoS call with Patel on 15 June 2016 records that Patel explained to BoS that his understanding was that, in the event the bridge was not built and the names not engraved on the Balustrade, he would expect that the funds would be returned.

The thank you letter sent to the donor explained the donation would be returned in the event the Garden Bridge does not progress as planned.

Documents included:

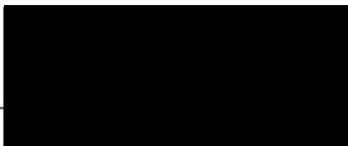
1. File note dated 15/06/2016
2. Auction bid documentation
3. Email correspondence between BOS and Mr Patel since 14/8/17 to 7/11/17
4. GBT letter dd 15/11/17

Glitter in the Garden in Support of the
Garden Bridge Trust

Engraved name on the Garden Bridge balustrade

I hereby certify to pay the Garden Bridge Trust £15,000 to have my name, or that of a loved one,
engraved on the balustrade of the Garden Bridge in perpetuity.

Signed



Your details:

Title

MR

First name

MAYANK

Surname

PATEL

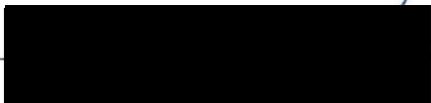
Address

GROVE MILL, WINDMILL HILL, COLTS HILL, HP7 0LZ

Telephone number



Email address



azibogroup.com

*A member of the Garden Bridge Trust team will collect this completed form from you this evening.
You will be provided with a receipt with Crispin Rees details, who will be in touch regarding the
balustrade name engraving.*

Note to Garden Bridge Trust staff: Please return this completed form to Jade Williamson.

Jane Hywood

From: Bernadette O'Sullivan
Sent: 14 August 2017 14:34
To: 'Mayank Patel'
Cc: [REDACTED]@corsair-capital.com
Subject: RE: Garden Bridge Trust

Dear Mayank

Thank you for your kind note – yes we are very disappointed. It would have been an extraordinary project for London.

I am writing to acknowledge the receipt of your email regarding your request to have your funds returned. We are collating all requests from our donors and will work through these as quickly as possible. I would be most grateful if you could kindly bear with us as this could take a few weeks.

I will be back in touch with further details.

With best wishes

Bernadette

Bernadette O'Sullivan
Director of Development, Garden Bridge Trust

t: [REDACTED]
e: [REDACTED]@[gardenbridge.london](mailto:[REDACTED]@gardenbridge.london)

From: Mayank Patel [mailto:[REDACTED]@azibogroup.com]
Sent: 14 August 2017 10:33
To: Bernadette O'Sullivan <[REDACTED]@gardenbridge.london>
Cc: [REDACTED]@corsair-capital.com
Subject: Re: Garden Bridge Trust

Dear Bernadette

I am sorry to hear of this outcome. Mervyn and the entire team must be very disappointed. I would appreciate it if you keep me posted through the process and returning our pledged funds.
Kind Regards- Mayank

On 14 Aug 2017, at 10:15, Bernadette O'Sullivan <[REDACTED]@[gardenbridge.london](mailto:[REDACTED]@gardenbridge.london)> wrote:

Dear Mayank,

Please find attached a letter from the Garden Bridge Trust's Chairman, Lord Davies, on the future of the project. A media release will be issued at 10.30 am today and I can send you this separately if you wish.

If you have any questions please don't hesitate to come back to me.

Kind Regards

Bernadette O'Sullivan
Director of Development, Garden Bridge Trust

t: [REDACTED]
e: [REDACTED][gardenbridge.london](mailto:[REDACTED]@gardenbridge.london)

<170814 LMD letter to M PATEL.pdf>

Jane Hywood

From: Bernadette O'Sullivan
Sent: 25 September 2017 12:44
To: 'Mayank Patel'
Cc: [REDACTED]@corsair-capital.com; Jane Hywood
Subject: RE: Garden Bridge Trust

Dear Mayank

Many thanks for your email and for your bank details of which we shall keep a record. I am afraid the process is taking longer than we had anticipated. I do hope to be able to update you in the coming weeks. In the meantime we are most grateful for your patience and understanding.

With very best wishes

Bernadette

Bernadette O'Sullivan
Director of Development, Garden Bridge Trust

t: [REDACTED]
e: [REDACTED]@gardenbridge.london

From: Mayank Patel [mailto:[REDACTED]@azibogroup.com]
Sent: 23 September 2017 08:55
To: Bernadette O'Sullivan <[REDACTED]@gardenbridge.london>
Cc: [REDACTED]@corsair-capital.com
Subject: Re: Garden Bridge Trust

Hello Bernadette
I trust you will now be in a position to return our pledge, here are my bank details:
HSBC Private Bank
Sort code: [REDACTED]
Account Number: [REDACTED]

Regards- Mayank

On 14 Aug 2017, at 14:31, Bernadette O'Sullivan <[REDACTED]@gardenbridge.london> wrote:

Dear Mayank

Thank you for your kind note – yes we are very disappointed. It would have been an extraordinary project for London.

I am writing to acknowledge the receipt of your email regarding your request to have your funds returned. We are collating all requests from our donors and will work through these as quickly as possible. I would be most grateful if you could kindly bear with us as this could take a few weeks.

I will be back in touch with further details.

With best wishes

Bernadette

Bernadette O'Sullivan
Director of Development, Garden Bridge Trust

t: [REDACTED]
e: [REDACTED][gardenbridge.london](mailto:[REDACTED]@gardenbridge.london)

From: Mayank Patel [[mailto:\[REDACTED\]@azibogroup.com](mailto:[REDACTED]@azibogroup.com)]
Sent: 14 August 2017 10:33
To: Bernadette O'Sullivan <[\[REDACTED\]@gardenbridge.london](mailto:[REDACTED]@gardenbridge.london)>
Cc: [REDACTED][corsair-capital.com](mailto:[REDACTED]@corsair-capital.com)
Subject: Re: Garden Bridge Trust

Dear Bernadette

I am sorry to hear of this outcome. Mervyn and the entire team must be very disappointed.
I would appreciate it if you keep me posted through the process and returning our pledged funds.
Kind Regards- Mayank

On 14 Aug 2017, at 10:15, Bernadette O'Sullivan <[\[REDACTED\]@gardenbridge.london](mailto:[REDACTED]@gardenbridge.london)> wrote:

Dear Mayank,

Please find attached a letter from the Garden Bridge Trust's Chairman, Lord Davies, on the future of the project. A media release will be issued at 10.30 am today and I can send you this separately if you wish.

If you have any questions please don't hesitate to come back to me.

Kind Regards

Bernadette O'Sullivan
Director of Development, Garden Bridge Trust

t: [REDACTED]
e: [REDACTED][gardenbridge.london](mailto:[REDACTED]@gardenbridge.london)

<170814 LMD letter to M PATEL.pdf>

Jane Hywood

From: Bernadette O'Sullivan
Sent: 07 November 2017 07:42
To: Mayank Patel
Cc: [REDACTED]@corsair-capital.com; Jane Hywood; Bee Emmott; Jim Campbell
Subject: Re: Garden Bridge Trust

Dear Mayank

We totally understand that you wish to use the funds that you allocated to the Garden Bridge project for other worthwhile causes which is a similar situation for so many of our donors.

We are getting there however have an outstanding issue with one supplier which is delaying the process.

Lord Davies and the trustees are progressing the issue as swiftly as possible but it is complex and this could take a few weeks. At that point the full picture will be sent through to TFL and they again are likely to take a few weeks to work through all the paperwork. We have everything from the donor side but TFL have asked for everything to be sent through in one. So as you can see the delay is outside our control.

I will of course let you know when we are clearer on the timing.

A huge thank you for your patience and understanding.

I will be in touch in due course

With very best wishes

Bernadette

From: Mayank Patel <[REDACTED]@azibogroup.com>
Sent: 06 November 2017 18:45
To: Bernadette O'Sullivan
Cc: [REDACTED]@corsair-capital.com; Jane Hywood
Subject: Re: Garden Bridge Trust

Hello Bernadette- hope you are well.

How are you progressing with returning our pledge funds? We do a lot of charity work and financial support through our family foundation in the UK and India, and have utmost respect for the difference it makes to some incredible worthwhile causes. Every pound goes a very long way and therefore my insistence on receiving our pledge back at your soonest is to ensure we make good use of it in our other causes.

Best- Mayank

On 25 Sep 2017, at 12:45, Bernadette O'Sullivan <[REDACTED]@gardenbridge.london> wrote:

Dear Mayank

Many thanks for your email and for your bank details of which we shall keep a record.

I am afraid the process is taking longer than we had anticipated. I do hope to be able to update you in the coming weeks. In the meantime we are most grateful for your patience and understanding.

With very best wishes

Bernadette
Bernadette O'Sullivan
Director of Development, Garden Bridge Trust

t: + [REDACTED]
e: [REDACTED][gardenbridge.london](mailto:[REDACTED]@gardenbridge.london)

From: Mayank Patel [[mailto:\[REDACTED\]@azibogroup.com](mailto:[REDACTED]@azibogroup.com)]
Sent: 23 September 2017 08:55
To: Bernadette O'Sullivan <[\[REDACTED\]@gardenbridge.london](mailto:[REDACTED]@gardenbridge.london)>
Cc: [REDACTED][corsair-capital.com](mailto:[REDACTED]@corsair-capital.com)
Subject: Re: Garden Bridge Trust

Hello Bernadette
I trust you will now be in a position to return our pledge, here are my bank details:
HSBC Private Bank
Sort code: [REDACTED]
Account Number: [REDACTED]

Regards- Mayank

On 14 Aug 2017, at 14:31, Bernadette O'Sullivan
<[\[REDACTED\]@gardenbridge.london](mailto:[REDACTED]@gardenbridge.london)> wrote:

Dear Mayank

Thank you for your kind note – yes we are very disappointed. It would have been an extraordinary project for London.

I am writing to acknowledge the receipt of your email regarding your request to have your funds returned. We are collating all requests from our donors and will work through these as quickly as possible. I would be most grateful if you could kindly bear with us as this could take a few weeks.

I will be back in touch with further details.

With best wishes

Bernadette
Bernadette O'Sullivan
Director of Development, Garden Bridge Trust

t: [REDACTED]
e: [REDACTED][gardenbridge.london](mailto:[REDACTED]@gardenbridge.london)

From: Mayank Patel [mailto: [REDACTED]@azibogroup.com]
Sent: 14 August 2017 10:33
To: Bernadette O'Sullivan < [REDACTED]@gardenbridge.london >
Cc: [REDACTED]@corsair-capital.com
Subject: Re: Garden Bridge Trust

Dear Bernadette

I am sorry to hear of this outcome. Mervyn and the entire team must be very disappointed.

I would appreciate it if you keep me posted through the process and returning our pledged funds.

Kind Regards- Mayank

On 14 Aug 2017, at 10:15, Bernadette O'Sullivan
< [REDACTED]@gardenbridge.london > wrote:

Dear Mayank,

Please find attached a letter from the Garden Bridge Trust's Chairman, Lord Davies, on the future of the project. A media release will be issued at 10.30 am today and I can send you this separately if you wish.

If you have any questions please don't hesitate to come back to me.

Kind Regards

Bernadette O'Sullivan
Director of Development, Garden Bridge Trust

t: [REDACTED]
e: [REDACTED]@gardenbridge.london

<170814 LMD letter to M PATEL.pdf>



15th November 2017

Mr Mayank Patel OBE
Azibo Group
51 Moorgate
London
EC2R 6BH

Dear Mayank,

The trustees are most grateful for your continued understanding.

As you know we are currently taking professional advice regarding the assessment and discharge of all of the charity's liabilities which, as I am sure you will appreciate, is quite a complex process given the nature of the project.

The trust is doing its utmost to resolve everything swiftly however the charity is still in the process of finalising matters with one supplier. Once all liabilities have been assessed the next stage is for the trustees to discuss these with TFL in accordance with the terms of the underwriting agreement which is in place. It will therefore be a little while yet before I can revert to you regarding the repayment of your donation and I think it would be prudent for me to advise you that we do not expect to have all matters resolved by the end of the calendar year.

Once again, we thank you for your continued patience and I will be in touch with an update as soon as we have a clearer idea on timescales.

Yours sincerely,



Lord Mervyn Davies
Chairman, Garden Bridge Trust

19. Michael Burton

Funds received to 31 July 2017 is £10,000

Funds received on the basis that the funds represent monies for a successful auction bid not delivered, and so they are entitled to return of monies.

Documents included :

1. File note dated 1 March 2016
2. Auction prize documentation
3. GBT letter dd 15/11/17

Glitter in the Garden in Support of the
Garden Bridge Trust

Engraved name on the Garden Bridge balustrade

I hereby certify to pay the Garden Bridge Trust £10,000 to have my name, or that of a loved one,
engraved on the balustrade of the Garden Bridge in perpetuity.

Signed

Your details:

Title

MR,

First name

MICHAEL

Surname

BURTON

Address

22 PEACOCKS PARK ROAD.

Telephone number

Email address

D.gavin@ca

*A member of the Garden Bridge Trust team will collect this completed form from you this evening.
You will be provided with a receipt with Crispin Rees details, who will be in touch regarding the
balustrade name engraving.*

Note to Garden Bridge Trust staff: Please return this completed form to Jade Williamson.

15th November 2017

Mr Michael Burton
22 Regents Park Road
London
NW1 7TX

Dear Michael,

The trustees are most grateful for your continued understanding.

As you know we are currently taking professional advice regarding the assessment and discharge of all of the charity's liabilities which, as I am sure you will appreciate, is quite a complex process given the nature of the project.

The trust is doing its utmost to resolve everything swiftly however the charity is still in the process of finalising matters with one supplier. Once all liabilities have been assessed the next stage is for the trustees to discuss these with TFL in accordance with the terms of the underwriting agreement which is in place. It will therefore be a little while yet before I can revert to you regarding the repayment of your donation and I think it would be prudent for me to advise you that we do not expect to have all matters resolved by the end of the calendar year.

Once again, we thank you for your continued patience and I will be in touch with an update as soon as we have a clearer idea on timescales.

Yours sincerely,



Lord Mervyn Davies
Chairman, Garden Bridge Trust

17. Susan Li

Funds received to 31 July 2017 is £10,000

Funds received on the basis that the funds represent monies for a successful auction This auction bid was not delivered, so they are entitled to have monies returned.

Documents included:

1. Thank you letter dd 20/1/2017
2. Email between BOS and Susan Li dd 5/11/17
3. GBT letter dd 15/11/17.

bridge

Mrs S Li and Mr Massey
5c Tower Two
Hillsborough Court
18 Old Peak Road
Central
Hong Kong

20th January 2017

Dear Susan and Roy,

GARDEN BRIDGE BENCH

It was with great pleasure that we received your very generous commitment of support towards the Garden Bridge of £50,000. The Garden Bridge is a very special project for London and each gift is extremely important.

The Garden Bridge will be a new pedestrian river crossing in Central London. Designed by Heatherwick Studio, its ground breaking design, engineered by Arup, and stunning gardens planted by Dan Pearson, will create a vital new route between the north and south banks.

A unique feature of the garden bridge will be its benches. Heatherwick Studio will design a limited number, which will be placed to offer the most dramatic views of London. The completed designs and locations for the benches have now been finalised and to acknowledge your generous support it is intended that the wording below will be engraved on a bench, and you have selected bench 5 (as per Appendix 1).

抗程一瞬 怡情索伦
怀念 母慈贵命 父孝德贤

Love connects cities
Susan Hong Massey Li
Roy A Massey
Joyce Jirong Zhang
Caroline Massey

In total, you may select a message of up to 100 character (including spaces), in either English or Chinese.

We will work to ensure that the acknowledgment meets your requirements. Once engraved this acknowledgement will remain for the lifetime of the bench, which has been confirmed by the designers as a minimum of 25 years. It will be the responsibility of the Garden Bridge trust to ensure the upkeep of the bench, guaranteeing it can be enjoyed safely by all visitors to the Garden Bridge.

Your donation will be received by the Garden Bridge Trust in the following three instalments:

March 2017: £10,000
September 2017: £20,000
December 2017: £20,000

The exact positioning of the benches and the detail of the donor acknowledgement is subject to planning requirements. In the unlikely event the Garden Bridge is not completed; your donation will be returned to you in full.

Lord Mervyn Davies has signed this letter to confirm that the Garden Bridge Trust is content to accept your donation on the terms set out and I should be most grateful if you would indicate whether you are content to make the donation on the terms set out by signing, dating and returning the enclosed copy of this letter.

Garden Bridge Trust Somerset House, Strand, London, WC2R 1LA. T: [REDACTED] info@gardenbridge.london, www.gardenbridge.london
Garden Bridge Trust is a registered charity. Charity number 1155241 Garden Bridge Trust is a registered company limited by guarantee Company No. 8735461 50 arcadway London S1N 1H CBL

 garden
bridge

If you have any queries, please do not hesitate to contact me via telephone on [redacted] or via email at [redacted]@gardenbridge.london

Thank you again for your commitment, your support is greatly appreciated and essential to making the Garden Bridge a reality.

Yours sincerely

[redacted signature]

Bernadette O'Sullivan
Director of Development, Garden Bridge Trust

Signed by: _____ Date: .

.....
Ms Susan Hong Massey Li

Signed by: _____ Date: •

..... Mr Roy Anthony Massey

Signed by: [redacted] Date: 6 January 2017

Lord Mervyn Davies, Chairman of Trustees, Garden Bridge Trust

Appendix 1

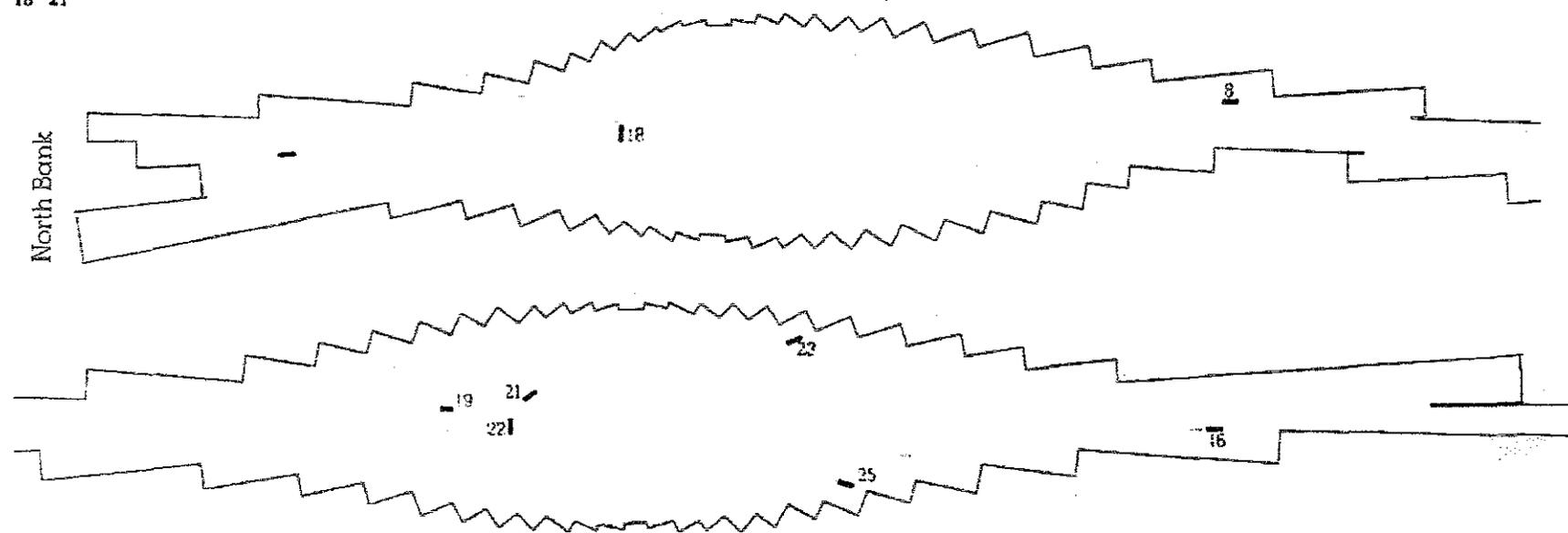
Bench Locations

2m long benches with backrests:

1 8 16 19 22 23 25

1.5m long benches with backrests:

18 21



Jane Hywood

From: Susan Li <[REDACTED]@gmail.com>
Sent: 15 November 2017 03:59
To: Bernadette O'Sullivan
Cc: Bee Emmott
Subject: Re: Response to the Economist

Dear Bernadette,

May we know the progress on refunding our payment? Hope everything goes smoothly and the money issue is settled.

Best regards,
Susan and Roy

[REDACTED] iPhone

在 2017年8月29日, 下午10:32, Bernadette O'Sullivan <[REDACTED]@gardenbridge.london> 写道 :

Susan

Please see below the response to the Economist - a letter written by the trusts Chairman, Lord Davies.

Bernadette

Dear Letters Editor

Your analysis of the Garden Bridge (How London threw £46m into the Thames, 18 Aug) recycles some spurious suggestions.

The project cost was never estimated at £60m. This estimate looked only at the construction cost only and did not take account of the design, management, planning and property, legal and professional fees. When the Garden Bridge Trust took on the project from Transport for London the overall cost was £150m and this increased almost entirely due to third party delays.

You can't build a major piece of infrastructure without hiring expert engineers, designers, construction specialists, property, planning and legal teams. Detailed pre-construction work got us to a stage where we were "spade-ready" to start work. In addition, as is standard practice, the Trust had to pay legal and technical fees for several third parties.

In the end, the project failed because the Mayor of London decided not to continue to support the project and not to sign the required guarantee. This was despite stating a few months earlier that he had no "in principle" objection to signing it and that he expected Dame Margaret Hodge's review to conclude that "the taxpayer will be better off if the bridge is built." The Mayor chose to go with the recommendations of her opinion-based and flawed review.

This is a great shame and sends a sad message to the world that the UK can no longer deliver exciting and innovative projects.

Yours faithfully

Lord Mervyn Davies, Chairman of the Garden Bridge Trust.



15th November 2017

Ms Susan Li
5c Tower Two
Hillsborough Court
18 Old Peak Road
Central
Hong Kong

Dear Susan,

The trustees are most grateful for your continued understanding.

As you know we are currently taking professional advice regarding the assessment and discharge of all of the charity's liabilities which, as I am sure you will appreciate, is quite a complex process given the nature of the project.

The trust is doing its utmost to resolve everything swiftly however the charity is still in the process of finalising matters with one supplier. Once all liabilities have been assessed the next stage is for the trustees to discuss these with TFL in accordance with the terms of the underwriting agreement which is in place. It will therefore be a little while yet before I can revert to you regarding the repayment of your donation and I think it would be prudent for me to advise you that we do not expect to have all matters resolved by the end of the calendar year.

Once again, we thank you for your continued patience and I will be in touch with an update as soon as we have a clearer idea on timescales.

Yours sincerely,



Lord Mervyn Davies
Chairman, Garden Bridge Trust

18. Florence St George

Funds received to 31 July 2017 is £10,000

This was obtained at a Gala auction - auction monies received in respect of an auction lot purchased at auction are equivalent to monies received in exchange for the purchase of a prize and do not therefore constitute a donation.

Funds received on the basis that the funds represent monies for a successful auction bid not delivered. They are therefore entitled to have funds returned.

Documents included:

1. File note attached dd June 2015
2. Receipt to Florence St George for funds received
3. Email correspondence between Crispin and Florence dd 26/6/2015
4. GBT letter dd 15/11/17.

File note

Conversation with Florence St George, June 2015

Bernadette O'Sullivan spoke to Florence St George at the Harrods fundraising event hosted at Harrods in June 2015.

She explained that she was interested in possibly having her name engraved onto a balustrade and asked if the funds would be returned in the instance that the bridge could not be completed. Bernadette confirmed that, as GBT were exchanging the funds for an engraving, the funds would be returned if the engraving was unable to be delivered.

Florence St George
Flat 3, 106 Cambridge Gardens
London
W10 6HT

13 July 2015

RECEIPT

The Garden Bridge Trust gratefully acknowledges the donation of **£10,000 (Ten thousand pounds)** from Florence St George for engraving on the balustrade.

Finance Manager

in Rees

From: Crispin Rees
Sent: 26 June 2015 09:41
To: Florence St George
Subject: RE: Harrods Fundraising Gala - Garden Bridge

Dear Florence

Thank you for your email.

Absolutely no rush with your payment, when you are back in July is fine.

Best of luck with your marathon.

With best wishes,

Crispin

From: Florence St George [mailto:████████@gmail.com]
Sent: 26 June 2015 05:35
To: Crispin Rees
Subject: Re: Harrods Fundraising Gala - Garden Bridge

Dear Crispin,

I am so sorry for the quiet- I am in Africa attempting to run a marathon tomorrow. I will be back on the 3rd of July and will sort out payment then.

Thanks so much-

Warm regards,

Florence

Florence St George (nee BB) ██████████@gmail.com

On 11 Jun 2015, at 16:37, Crispin Rees <████████@gardenbridge.london> wrote:

Dear Ms St George

Please allow me to introduce myself as a member of the Garden Bridge Trust Development Team.

I am writing both to congratulate you, and to thank you for your generous winning bid of £10,000 for a name permanently engraved on the Garden Bridge balustrade.

Do please let me know your preferred method of payment and I can send you the relevant details. The Garden Bridge Trust accepts cheques, bank transfers, or if you would prefer, do please provide your card details and we can process the payment online.

Please do not hesitate to contact me directly should you have any questions or if I can be of any further assistance.

I very much look forward to hearing from you and thank you again for supporting the Garden Bridge.

15th November 2017

Ms Florence St George
Flat 3 106 Cambridge Gardens
London
W10 6HT

Dear Florence,

The trustees are most grateful for your continued understanding.

As you know we are currently taking professional advice regarding the assessment and discharge of all of the charity's liabilities which, as I am sure you will appreciate, is quite a complex process given the nature of the project.

The trust is doing its utmost to resolve everything swiftly however the charity is still in the process of finalising matters with one supplier. Once all liabilities have been assessed the next stage is for the trustees to discuss these with TFL in accordance with the terms of the underwriting agreement which is in place. It will therefore be a little while yet before I can revert to you regarding the repayment of your donation and I think it would be prudent for me to advise you that we do not expect to have all matters resolved by the end of the calendar year.

Once again, we thank you for your continued patience and I will be in touch with an update as soon as we have a clearer idea on timescales.

Yours sincerely,



Lord Mervyn Davies
Chairman, Garden Bridge Trust

23. Electra Toub

Funds received to 31 July 2017 is £10,000

The file note of conversation between BoS and Electra Toub - at event hosted by Elizabeth Louis on 11 May 2016 to promote the opportunity for people to donate funds and have their name engraved on the balustrade - states that ET enquired whether the funds would be returned should the bridge not be completed, as that would be important to her decision as whether to support the initiative or not and the note records that BoS confirmed that ET's funds would be returned if GBT was unable to deliver the engravings.

Therefore GBT are obliged to return funds.

Documents included:

1. File note dd June 2016
2. Thank you letter dd 30/9/2016
3. Email between BOS and Electra on 10/11/17
4. GBT letter dd 15/11/17

Ms E Toub
137 East 66th Street
New York
NY 10065
USA

30 September 2016

Dear Electra

The summer has been an incredibly busy time for the Garden Bridge Trust with a number of key milestones achieved. The renewed endorsement from the Government confirming the project as 'exciting and innovative', the positive outcome of the Judicial Review in the project's favour, and reaching the very final stages of negotiations for the land on the South side of the river all mean that the Garden Bridge Trust is in a very strong position to commence construction next year. Once a start date for construction has been finalised, we will share this exciting news with you.

Now, more than ever, feels like the right time for the Garden Bridge. Post-Brexit Britain cannot afford to be timid or hesitant. We must be confident, ambitious and take opportunities. Of all the infrastructure projects in the pipeline, it is the boldest. It takes a leap of imagination and will transform the central London landscape.

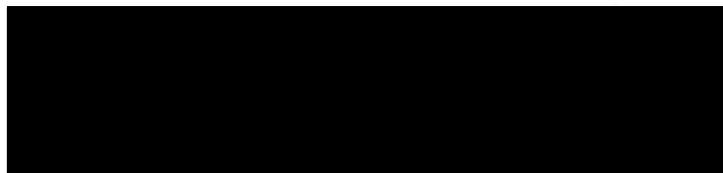
As you know, the Garden Bridge is an ambitious project but we are making excellent progress, and are delighted that following your donation we are now at almost £130 million pledged. Having your ongoing support is so important and provides huge momentum to the project, helping take our fundraising efforts so much closer to the £185 million required to build the Garden Bridge.

We will, of course, keep you updated on the progress as the project develops and I very much look forward to seeing you at a forthcoming Garden Bridge Trust event. In the meantime, I have attached a new image of how the Garden Bridge will look in Autumn, which I hope you will find of interest.

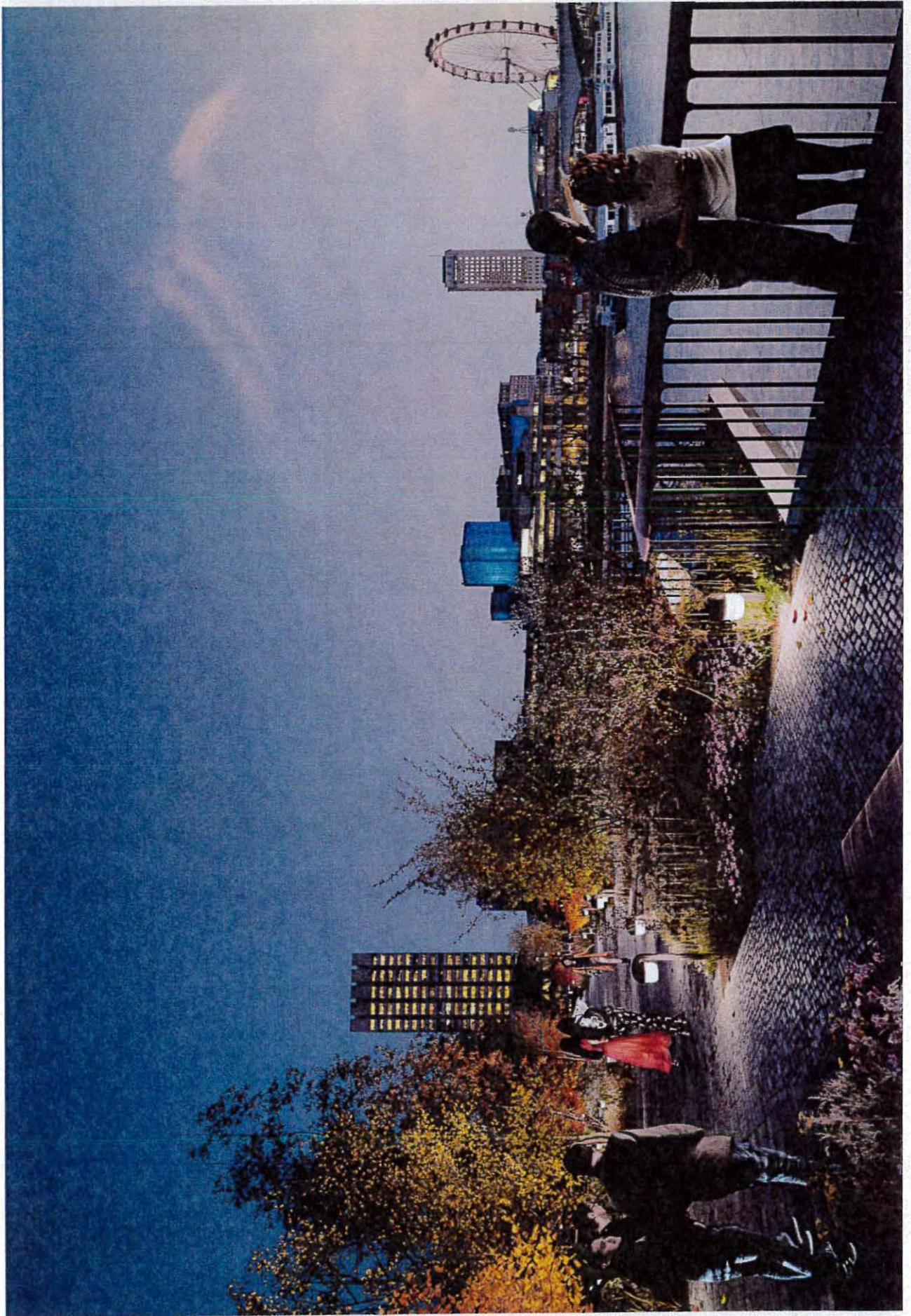
If you have any queries, please do not hesitate to contact my colleague, Crispin Rees, via telephone on [REDACTED] or via email at [REDACTED] [gardenbridge.london](mailto:info@gardenbridge.london)

Your ongoing support is greatly appreciated and essential to making the Garden Bridge a reality.

Yours sincerely



Lord Davies of Abersoch CBE
Chairman, Garden Bridge Trust



Jane Hywood

From: Bernadette O'Sullivan
Sent: 10 November 2017 12:01
To: [REDACTED]@mac.com
Cc: Bee Emmott
Subject: The Garden Bridge Trust

Dear Electra

I hope you are well. I have spoke with Elizabeth Louis and I understand you asked whether or not the donation you kindly made to the Garden Bridge can be returned.

The trust, as part of its wind up process, is working through all requests at the moment. If you do wish to seek a return of your donation, can I ask if you would kindly drop me an email.

With very best wishes

Bernadette

Bernadette O'Sullivan
Director of Development
Garden Bridge Trust

Mobile: [REDACTED]

15th November 2017

Ms Electra Toub
137 East 66th Street
NY, NY 10065
USA

Dear Electra,

The trustees are most grateful for your continued understanding.

As you know we are currently taking professional advice regarding the assessment and discharge of all of the charity's liabilities which, as I am sure you will appreciate, is quite a complex process given the nature of the project.

The trust is doing its utmost to resolve everything swiftly however the charity is still in the process of finalising matters with one supplier. Once all liabilities have been assessed the next stage is for the trustees to discuss these with TFL in accordance with the terms of the underwriting agreement which is in place. It will therefore be a little while yet before I can revert to you regarding the repayment of your donation and I think it would be prudent for me to advise you that we do not expect to have all matters resolved by the end of the calendar year.

Once again, we thank you for your continued patience and I will be in touch with an update as soon as we have a clearer idea on timescales.

Yours sincerely,

A solid black rectangular box redacting the signature of Lord Mervyn Davies.

Lord Mervyn Davies
Chairman, Garden Bridge Trust

24. Wallpaper (Tony Chambers)

Funds received to 31 July 2017 is £10,000

The file note of BoS's conversation with TC at Glitter in the Garden event on 1 March 2016 states that TC asked what would happen to his proposed funding if the Bridge was not completed and BoS confirmed that the funds would be returned. Given that, prior to transferring funds to the GBT, it appears TC would have understood that his funds would be returned if the Bridge was not completed and that his donation would be conditional on this point, GBT would be obliged to repay the funds in the event of project cancellation.

Documents included:

1. File note dd 1 March 2016
2. Auction bid
3. GBT letter dd 15/11/17.

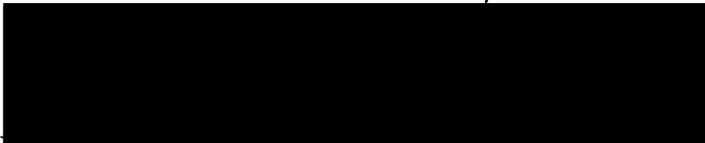


Glitter in the Garden in Support of the
Garden Bridge Trust

Engraved name on the Garden Bridge balustrade

I hereby certify to pay the Garden Bridge Trust £10,000 to have my name, or that of a loved one, engraved on the balustrade of the Garden Bridge in perpetuity.

Signed



Your details:

Title

First name

Tony

Surname

Chambers

Address

603 Gilbert House, Barbican

Telephone number

Email address



dwallpaper.com

A member of the Garden Bridge Trust team will collect this completed form from you this evening. You will be provided with a receipt with Crispin Rees details, who will be in touch regarding the balustrade name engraving.

Note to Garden Bridge Trust staff: Please return this completed form to Jade Williamson.



15th November 2017

Mr Tony Chambers
Wallpaper
Blue Fin Building
110 Southwark Street
London
SE1 0SU

Dear Tony,

The trustees are most grateful for your continued understanding.

As you know we are currently taking professional advice regarding the assessment and discharge of all of the charity's liabilities which, as I am sure you will appreciate, is quite a complex process given the nature of the project.

The trust is doing its utmost to resolve everything swiftly however the charity is still in the process of finalising matters with one supplier. Once all liabilities have been assessed the next stage is for the trustees to discuss these with TFL in accordance with the terms of the underwriting agreement which is in place. It will therefore be a little while yet before I can revert to you regarding the repayment of your donation and I think it would be prudent for me to advise you that we do not expect to have all matters resolved by the end of the calendar year.

Once again, we thank you for your continued patience and I will be in touch with an update as soon as we have a clearer idea on timescales.

Yours sincerely,



Lord Mervyn Davies
Chairman, Garden Bridge Trust

31 Lisa West/Lance West

Funds received to 31 July 2017 is £3,200.

The Wests were the successful bidder against 'table tennis with Boris.' Table Tennis with Boris" was listed as an auction lot, accordingly, this funding constitutes auction monies received in respect of an auction prize. This prize has not been able to be delivered so the funder is entitled to have their monies returned.

Documents included:

1. Email correspondence between the Wests and Bee Emmott up to 7 Dec 2017

From: LisaWest [[mailto:\[REDACTED\]@gmail.com](mailto:[REDACTED]@gmail.com)]
Sent: 14 August 2017 11:17
To: Bernadette O'Sullivan <[\[REDACTED\]@gardenbridge.london](mailto:[REDACTED]@gardenbridge.london)>
Subject: Re: Garden Bridge Trust

Very sad.... I guess we don't need to have phone call.

:(

Sent from my iPhone

On Aug 14, 2017, at 5:10 AM, Bernadette O'Sullivan
<[\[REDACTED\]@gardenbridge.london](mailto:[REDACTED]@gardenbridge.london)> wrote:

Dear Lance and Lisa,

Please find attached a letter from the Garden Bridge Trust's Chairman, Lord Davies, on the future of the project. A media release will be issued at 10.30 am today and I can send you this separately if you wish.

If you have any questions please don't hesitate to come back to me.

Kind Regards

Bernadette O'Sullivan

Director of Development, Garden Bridge Trust

t: [REDACTED]
e: [\[REDACTED\]@gardenbridge.london](mailto:[REDACTED]@gardenbridge.london)

<170814 LMD Letter to L & L WEST.pdf>

2. Lawrence Sword

Funds received to 31 July 2017 is £2,200.

The schedule of Harrods Fundraising Gala 'Winning Bids', lists this individual as the successful bidder against 'breakfast on the bridge.' Breakfast on the bridge was listed as an auction lot, accordingly, this funding constitutes auction monies received in respect of an auction prize. As the prize cannot be delivered, the funder is entitled to have monies returned.

Documents included:

1. Schedule of Harrods auction prize list

Harrods Fundraising Gala
 Wednesday 10th June 2015
Winning Bids

Lot number	Title	Bidder	Bid	Table	Mobile	Email	Emailed	Money collected	Item sent?
A	Escada Gown	n/a	n/a	n/a	n/a	n/a		n/a	n/a
B	Indian Ocean Poseidon Furniture	Stephen Fitzgerald	£ 3,500		10	[REDACTED]@wgroup.net.au	yes	£ 3,500	yes
C	Rolls Royce	Charles Morgan	£ 3,000		9	[REDACTED]@seaspin.com.au	yes - chaser 25.06.1	£ 3,000	yes
D	Houses of Parliament Tour	Lawrence Sword	£ 1,000		13	[REDACTED]@swordservice.com	yes	£ 1,000	yes
E	Lalique Bowl	Joanna Barlow	£ 6,000		17	[REDACTED]@virginmedia.com	yes	£0	yes
F	Harrods Christmas	Yves Leysen	£ 5,500		8	[REDACTED].com	yes	£ 5,500	yes
F	Harrods Christmas	David Blood	£ 5,500		8	[REDACTED]@generationim.com	Yes	£5,500	yes
G	Sailing on Artemis	Stephen Fitzgerald	£ 3,250		10	[REDACTED]@wgroup.net.au	yes	£ 3,250	yes
H	Rugby tickets	Ian Sellars	£ 3,000		9	[REDACTED]@outlook.com	yes	£ 3,000	yes
I	Dinner with Joanna Lumley for six	Lawrence Sword	£ 4,000		13	[REDACTED]@swordservices.com	yes	£4,000	yes
I	Dinner with Joanna Lumley for six	Roland Rudd / Lord Davies	£ 4,000		9	[REDACTED]@finsbury.com	yes	£ 2,000	NO
J	Breakfast on the bridge	Lawrence Sword	£ 2,200		13	[REDACTED]@swordservices.com	yes	£2,200	yes
K	Personalised bench	Timothy Throsby	£ 21,000		10	[REDACTED]@gmail.com	Yes	£ 21,000	yes
K	Personalised bench	Ian Sellars	£ 21,000		9	[REDACTED]@outlook.com	yes	£ 21,000	yes
L	Dinner at River café	Charles Morgan/Roland Rudd	£ 5,250		9	[REDACTED]@seaspin.com.au	yes	£ 5,250	yes
M	Wine Tasting	Sean Healey	£ 5,000		1	[REDACTED]@gmail.com	yes	£ 5,000	yes
M	Wine Tasting	Vincent Bounie	£ 5,000		8	[REDACTED]@fenchurchadvisory.com	yes - chaser 25.05.1	£0	NO
M	Wine Tasting	Yves Leysen	£ 5,000		8	[REDACTED].com	yes	£ 5,000	yes
Balustrade	Name on the balustrade	Stephen Fitzgerald	£ 10,000		10	[REDACTED]@wgroup.net.au	yes	£10,000	yes
Balustrade	Name on the balustrade	Florence St George	£ 10,000		3	[REDACTED]	yes	£10,000	yes
Balustrade	Name on the balustrade	Ian and Carol Sellars	£ 10,000		9	[REDACTED]	yes	£0	NO
TOTAL			£ 133,200		72			£ 110,200	

Legal fees - BDB

Provision of legal fees of £17,000 for resolving property termination administration.



BIRCHAM DYSON BELL

FAO Jane Hywood
Garden Bridge Trust
Somerset House,
Strand,
London,
WC2R 1LA

Your Ref

Our Ref
EZJ/150871.0004

Date
23 July 2018

Dear Sirs

Garden Bridge Project - Final undertakings held against professional fees

As requested we confirm that we are all holding £9,294.28 in our client account which relates to undertakings that have been given on GBT's behalf and for which we have not yet been able to secure formal releases.

Please let us know if you require any further information.

Yours faithfully



Bircham Dyson Bell LLP

T
M
F
E
[Redacted] bdb-law.co.uk

17008125.1

50 Broadway London T [Redacted]
SW1H 0BL United Kingdom F [Redacted]
DX 2317 Victoria W www.bdb-law.co.uk



BIRCHAM DYSON BELL

FAO Jane Hywood
Garden Bridge Trust
Somerset House,
Strand,
London,
WC2R 1LA

Your Ref

Our Ref
EZJ/150871.0004

Date
9 July 2018

Dear Sirs

Garden Bridge Project - Final undertakings held against professional fees

As requested we confirm that we are all holding £9,249.28 in our client account which relates to undertakings that have been given on GBT's behalf and for which we have not yet been able to secure formal releases.

Please let us know if you require any further information.

Yours faithfully



Bircham Dyson Bell LLP

T
M
F
E  bdb-law.co.uk

17008125.1

50 Broadway London T 
SW1H 0BL United Kingdom F 
DX 2317 Victoria W www.bdb-law.co.uk



Bircham Dyson Bell is the trading name of Bircham Dyson Bell LLP which is a limited liability partnership registered in England and Wales with registered number OC320798. Its registered office and principal place of business is 50 Broadway, London SW1H 0BL where a list of members' names is available for inspection. Bircham Dyson Bell LLP is authorised and regulated by the Solicitors Regulation Authority and is a member of Lexwork International, an association of independent law firms. We use the word partner to refer exclusively to a member of Bircham Dyson Bell LLP.

Ove Arup and Partners Ltd

The relevant clause is extracted below

7.3 Upon any termination of the Consultant's engagement under this Deed, the Consultant shall take such steps as are reasonable to bring to an end the Services under this Deed. The Consultant shall deliver to the Client all the Material and all other documents in the Consultant's possession relating to the Project. Except where the Consultant was in breach of this Deed at the date of any termination by the Client, the Client shall pay to the Consultant any instalments of the Fee and any amounts which have accrued due prior to the date of termination together with that proportion of the next following instalment of the Fee commensurate with the Services properly performed up to the date of termination and such further instalments of the Fee which would have become due in accordance with the Projected Budget under this Deed had the Services continued for a further two weeks following the date of termination.

Project Director assessed this exposure as £55k and made provision accordingly.

Date 31 May 2016

GARDEN BRIDGE TRUST
OVE ARUP & PARTNERS LIMITED

CONSULTANCY AGREEMENT
for project management, cost management and multi-disciplinary design services in
connection with the Garden Bridge project

MACFARLANES

Macfarlanes LLP
20 Cursitor Street
London EC4A 1LT

CONTENTS

Clause		Page
1	Project details	1
2	Consultant's duties	3
3	Consultant's personnel	5
4	Fee	5
5	Professional indemnity insurance/public liability/limitation on liability	6
6	Agreements/Third Party Agreements	7
7	Termination	7
8	Copyright and confidentiality	8
9	Assignment and sub-letting	8
10	Miscellaneous	9
11	Definitions	11
Appendix		
1	The Services	13
2	Site Plan, Brief and Programme	34
3	Fee and Payment Schedule	41
4	Collateral Warranties	49
5	Third Party Agreements	67

DATE

31 May

2016

PARTIES

- 1 **GARDEN BRIDGE TRUST** (a company limited by guarantee) (company number 8755461) whose registered office is at 50 Broadway, London SW1H 0BL (the "Client").
- 2 **OVE ARUP & PARTNERS LIMITED** (company number 01312453) whose registered office is at 13 Fitzroy Street, London W1T 4BQ (the "Consultant")

NOW IT IS HEREBY AGREED AS FOLLOWS:

1 **Project details**

The Project Details are as follows:

- 1.1 the Site will link Temple Underground Station to the South Bank as more particularly shown outlined in red on the Site Plan included in Appendix 2;
- 1.2 the Project is the design and construction of a new pedestrian bridge over the River Thames in Central London between Temple Station and the South Bank as more particularly described in the Brief.
- 1.3 The Fee shall be a lump sum of £12,496,414 up to 30 September 2015. Thereafter the Fee shall be paid on a time basis as described in the Fee and Payment Schedule contained in Appendix 3, all exclusive of VAT.

The amount of the Fee paid to the Consultant at the date of this Deed for the Services up to 31 December 2015 is £13,203,285.

- 1.4 The key persons to be employed by the Consultant on the Project and their respective functions and periods of involvement in the Project are as follows:

Name: Tristram Carfrae
Position: Director, Arup Fellow
Responsibilities: Project Director

Name: Rob Leslie-Carter
Position: Director
Responsibilities: Lead Project Manager

Name: Mike Glover
Position: Arup Fellow
Responsibilities: Technical Director

Name: Francis Archer
Position: Associate Director
Responsibilities: Engineering Discipline lead

Name: Thomas Heatherwick
Position: Subconsultant
Responsibilities: Designer

Name: Dan Pearson
Position: Subconsultant
Responsibilities: Garden Designer

- 1.5 On or before the expiry of 28 days from the Client's request to execute the same, the Consultant shall deliver Collateral Warranties in the forms contained in Appendix 4 in favour of:

- (a) London Underground Limited;
- (b) Greater London Authority;
- (c) The Wellington Trust;
- (d) Coin Street Community Builders Limited;
- (e) ITV London Properties Limited;
- (f) IBM (International Business Machines Corporation);
- (g) IBM's landlord;
- (h) Port of London Authority;
- (i) The Mayor and Burgesses of The London Borough of Lambeth; and
- (j) Westminster City Council.

1.6 The Consultant shall act as the named Engineer under the Construction Contract with the full authority of the Client to act in that capacity except that the Consultant shall not have authority to:

- (a) instruct any single variation under the Construction Contract with a value greater than £100,000 and this amount shall not be exceeded in aggregate in any calendar month unless prior written approval has been obtained from the Client;
- (b) include on the list of proposed building contractors for any Construction Contract any of its holding companies or subsidiary companies or any company in the same group of companies.
- (c) enter into any contractual or other commitment on behalf of the Client; and/or
- (d) consent to or agree any waiver or release or settlement with any Construction Contractor without the Client's prior written approval.

Nothing in Clause 1.6 shall interfere with the exercise by the Consultant of its discretion in carrying out its functions as "Engineer" under the Construction Contract including, but without limitation its duty to make a fair determination under sub-clause 3.5 of the Construction Contract.

1.7 The Client requires that the following Sub-Consultants are employed by the Consultant on the Project:

Heatherwick Studio Limited – architectural design
 Dan Pearson Studio – landscaping design.

1.8 The Client has approved the Consultant employing the following persons for the purposes of clause 9:

- a. Irritech (irrigation)
- b. Lathams (architects)
- c. Landmark (trees)
- d. Marico (marine and risk)
- e. GL Noble Denton (marine)

- f. TurnPenny Horsfield Associates (aquatic)
- g. Tim O' Hare Associates (soil and landscape)
- h. Sky High Technology Ltd (transport survey)
- i. Advanced Transport Research (transport survey)
- j. Wallingford Environmental Surveys (sampling)
- k. Longdin & Browning (topographical survey)

1.9 The Adjudicator is a person appointed on the application of either party by the President for the time being of the Institution of Civil Engineers from time to time to act as Adjudicator under this Deed.

1.10 Save as specifically provided in clause 1.7 and clause 1.8, the Consultant acknowledges that it has the expertise within its own organisation to provide all of the Services required for the Project without the Client engaging further separate specialist consultants.

2 Consultant's duties

2.1 The Consultant shall perform the Services in accordance with the terms of this Deed and shall exercise in the performance of the Services the reasonable skill, care and diligence to be expected of an appropriately qualified professional consultant holding himself out as having the competence, experience and resources necessary for the proper performance of such services in connection with a project of a size, scope and complexity similar to that of the Project. The Consultant warrants and undertakes to the Client that:

- (a) it has examined the Services and all other documents forming this Deed and is not aware of any ambiguity or discrepancy within or between this Deed and/or the Construction Contract which might adversely affect the carrying out of the Services in accordance with this Deed;
- (b) it has all the resources including financial, technical and human resources as are required to carry out and complete the Services in accordance with this Deed; and
- (c) the Project will be designed and specified using good modern engineering principles and practices at the time of preparing the design and in accordance with good industry practice.

2.2 The Consultant shall use the reasonable skill, care and diligence referred to in clause 2.1 to see that there shall not be specified by it for use in the Project any materials which at the time of specification or use are generally considered by construction industry professionals as:

- (a) being deleterious in themselves;
- (b) becoming deleterious when used in a particular situation or in combination with other materials;
- (c) becoming deleterious without a level of maintenance which is higher than that which would normally be expected in a building of comparable type; or
- (d) being damaged by or causing damage to the structure in which they are incorporated or to which they are affixed;

For this purpose the word "deleterious" shall be deemed to include (without limitation) the use of materials or combinations of materials that would or might be hazardous to health or would or might have the effect of reducing the normal life expectancy:

- (a) of the materials themselves;
- (b) of any materials to which they are affixed; or
- (c) of the structure in which they are incorporated or to which they are affixed;

to a period less than that which would normally be expected.

- 2.3 The Consultant shall comply at all times with the Client's lawful instructions in relation to the Project except that if, in the performance of the Services, the Consultant has a discretion exercisable as between the Client and the Construction Contractor, the Consultant shall exercise its discretion independently and fairly.
- 2.4 The Consultant shall perform the Services having due regard to the provisions of the Brief but not so as to exclude the exercise of independent judgment on the part of the Consultant. The Consultant shall notify the Client of any departure from the Brief which relates to the Services. Nothing contained in the Brief shall relieve the Consultant from any of his obligations to the Client under this Deed. If the Consultant considers that any amendments should be made to the Brief, and/or the Programme, it shall notify the Client accordingly. The Brief, and the Programme shall be amended from time to time in accordance with the Client's instructions under clause 2.3 provided that the Consultant shall be entitled to make reasonable objection to any such instructions.
- 2.5 The Consultant shall perform the Services in accordance with the Programme and the BIM Execution Plan unless prevented from so doing by circumstances outside the Consultant's reasonable control.
- 2.6 The Consultant shall design the Project in accordance with, and shall comply with, any directly applicable provision of the EEC treaty or of any EC regulation, any statutory enactment or any regulation, rule or order made pursuant thereto or any regulation or bye-law of any local authority or any provisions contained in the provisions of any notices served under any such enactment, regulation, rule or order, regulation or bye-law. Where any such enactment, regulation, rule or order, regulation or bye-law contains procedures for waivers, the Consultant shall not be in breach of this provision by seeking and obtaining any such waiver. The Consultant shall use the reasonable skill care and diligence referred to in clause 2.1 to design the Project in accordance with and to comply with the provisions of any codes of practice, guidance notes, British Standard Specifications and other best practice recommendations for the time being in force at the date of design or specification and the Consultant shall notify the Client of any departure from any of the same which relates to the Services.
- 2.7 The Consultant shall perform the Services in accordance with the standard of reasonable skill, care and diligence referred to in clause 2.1 so as not to cause any breach of the obligations owed by the Client to the Construction Contractor.
- 2.8 The Consultant warrants that it shall, and shall procure that its servants, agents, sub-contractors, suppliers and any other persons engaged by the Consultant upon the Project shall:
 - (a) not by any act or omission, whether in connection with this Deed or otherwise, cause or potentially cause the Consultant or the Client to breach, or commit an offence under any statutory enactment relating to anti-bribery and/or anti-corruption;
 - (b) read, understand and comply with the Client's Anti-Bribery & Corruption Policy Statement;
 - (c) keep accurate and up to date records of all transactions made and received and all other advantages given and received by him in connection with this Deed, and the steps he takes to comply with this clause 2.8, and shall not maintain off-the-book or

secret accounts, and permit access to the necessary books and records on his premises as required;

(d) promptly notify the Client of:

- any request or demand for any financial or other advantage made or received by him;
- any financial or other advantage he intends to give or receive;
- any breach of this clause 2.8 or the Client's Anti-Bribery & Corruption Policy Statement

whether direct or indirect, in connection with this Deed or otherwise.

2.9 The Consultant shall perform all of the duties of a "designer" and "CDM Co-ordinator" and, with effect from 6th April 2015 "Principal Designer" under the CDM Regulations until the appointment of the Construction Contractor under the Construction Contract.

3 Consultant's personnel

The Client's prior written approval is required if the Consultant intends to remove, replace or add to the personnel identified in clause 1.4 and the Fee and Payment Schedule. The Client shall be entitled to require the removal from the Services of any persons employed by the Consultant whose performance is, in the reasonable opinion of the Client, unsatisfactory.

4 Fee

4.1 The balance of the Fee shall be payable by monthly instalments on the basis of time wholly and necessarily spent by the Consultant in the performance of the Services by the persons named in clause 1.4 or otherwise approved in writing by the Employer calculated at the rates set out in the Fee and Payment Schedule. Provided that the Client and the Consultant have agreed a Projected Budget for the Fee based on the forecast team sizes set out in the Fee and Payment Schedule. The Projected Budget is to be reviewed by the Consultant with the Client on a monthly basis and any amendments to the Projected Budget shall be subject to the Client's prior written approval. The amounts in the Projected Budget as agreed shall not be exceeded in any 13 week period without prior consultation with the Client and only with the Client's prior written approval and the Consultant shall not be entitled to be reimbursed for any hours worked by any individual which over a 13 week period exceed five hundred and twenty (520) hours for site based staff and four hundred and eighty-seven and a half (487.5) hours for all other staff.

4.2 The Fee and the rates set out in the Fee and Payment Schedule are inclusive of all expenses and disbursements except survey fees, travel and subsistence outside the UK and models, visualisations and presentational material which shall be reimbursed at cost subject to production of documentary proof that the same were incurred and provided that the Client has approved the same in writing in advance.

4.3 The Consultant shall submit to the Client valid VAT invoices on the date stated in the Fee and Payment Schedule showing any instalments of the Fee which the Consultant considers are due and any other sums which the Consultant considers due to the Consultant under this Deed together with value added tax thereon, less any sums previously paid by the Client. Such invoices shall constitute a payment notice for the purposes of the Construction Act.

4.4 When under this Deed any sum of money is recoverable from or payable by the Consultant such sum may be deducted from any sum or sums then due or which at any time may become due to the Consultant under this Deed.

- 4.5 Where the Client intends to pay less than the sum stated in any Consultant's invoice under clause 4.3, the Client shall give written notice to the Consultant (a "Pay Less Notice") not later than 3 days before the final date for payment of each invoice under clause 4.6. The Pay Less Notice shall specify the sum that the Client considers to be due at that date to the Consultant and the basis upon which that sum is calculated.
- 4.6 The Client shall pay the Consultant all sums properly due under this Deed on or before the final date for payment of them which shall be the expiry of 28 days of receipt of the Consultant's invoices under clause 4.3.
- 4.7 Where any amount properly due under this Deed is not paid in full by the final date for payment of each invoice under clause 4.6 and no Pay Less Notice is given under clause 4.5, the Consultant shall be entitled (without prejudice to any other right or remedy) to suspend performance of any or all of its obligations under this Deed by giving not less than seven days' notice to the Client stating the ground or grounds on which it is intended to suspend performance. The right to suspend performance shall cease when the Client makes payment in full of the sum due. Where the Consultant exercises his right of suspension pursuant to clause 4.7 it shall be entitled to a reasonable amount in respect of costs and expenses reasonably incurred by it as a result of the exercise of the right and any period during which performance is validly suspended pursuant to, or in consequence of the exercise of clause 4.7 shall be disregarded in computing the time taken by the Consultant to complete any of the services affected by the suspension.
- 4.8 Where any amount properly due under this Deed is not paid in full by the final date for payment of each invoice under clause 4.6 and no Pay Less Notice is given under clause 4.5, the Client shall (without prejudice to any other right or remedy) pay to the Consultant simple interest on such amount from the final date for payment until the actual date of payment calculated at the rate of 4 per cent in excess of the rate set from time to time by the Bank of England's Monetary Policy Committee or any successor of it. The parties agree that the provision constitutes a substantial remedy for the purposes of Section 9(1) of the Late Payment of Commercial Debts (Interest) Act 1998.

5 Professional indemnity insurance/public liability/limitation on liability

- 5.1 Without prejudice to its liability under this Deed, the Consultant shall take out and maintain:-
- (a) a professional indemnity insurance policy for a figure of not less than £10,000,000 for any one claim or series of claims arising out of any one event (and in the aggregate in respect of contamination and/or pollution) and shall maintain such insurance for a period of 12 years from the date of completion of the Project under the Building Contract provided that such insurance is available in the market at commercially reasonable rates. The Consultant shall immediately inform the Client if such insurance ceases to be so available.
 - (b) employer's liability insurance in respect of claims for personal injury to or the death of any person under a contract of service or apprenticeship with the Consultant and arising out of and in the course of such person's employment and such insurance shall comply with any statutory provisions and shall be for not less than £10,000,000 any one occurrence or series of occurrences arising out of any one event;
 - (c) public liability insurance in respect of person injury or death of any person (other than persons referred to in clause 5.1(b)) or injury or damage to any property arising out of or in connection with the Project for not less than £5,000,000 any one occurrence or series of occurrences out of any one event.
- 5.2 As and when reasonably requested to do so by the Client, the Consultant shall produce for inspection documentary evidence that the insurances required by clause 5.1 are being maintained. If at any time the Consultant shall fail to provide it for inspection within 14 days of the Client's request so to do, the Client may himself insure and recover the costs of so doing from the Consultant.

5.3 Notwithstanding any other term this Deed, the liability of the Consultant under or in connection with this Deed (other than under or for breach of clauses 5 and 8 of this Deed) and under any collateral warranties provided under this Deed, whether in contract, in tort (including negligence) for breach of statutory duty or otherwise shall not exceed £10,000,000 for any one claim or series of claims arising out of any one event. Within this limit an aggregate limit of £250,000 shall apply in relation to claims arising out of or in connection with the presence of asbestos (or any product or waste that contains asbestos) on the Site.

6 **Agreements/Third Party Agreements**

6.1 The Consultant shall, as part of the Services, advise and assist the Client through the negotiation, completion and performance of the Third Party Agreements and, to the extent that any of the provisions of the Third Party Agreements impose obligations which relate to the performance by the Consultant of its obligations under this Deed, the Consultant shall assume and perform such obligations and shall use the reasonable skill, care and diligence required by clause 2.1 to perform the same so as to comply with the provisions of the Third Party Agreements.

6.2 The Consultant shall perform the Services exercising the reasonable skill, care and diligence referred to in clause 2.1 in such manner and at such times so that no omission or default of the Consultant in relation thereto shall cause or contribute to any breach by the Client of his obligations under the Third Party Agreements.

7 **Termination**

7.1 The Client may terminate the Consultant's engagement under this Deed at any time forthwith by notice to the Consultant.

7.2 If the Client shall be in material or persistent breach of its obligations under this Deed and shall fail to remedy the same after receiving 28 days' notice from the Consultant specifying the breach and requiring its remedy, then the Consultant shall be entitled forthwith by notice to the Client to terminate its engagement under this Deed.

7.3 Upon any termination of the Consultant's engagement under this Deed, the Consultant shall take such steps as are reasonable to bring to an end the Services under this Deed. The Consultant shall deliver to the Client all the Material and all other documents in the Consultant's possession relating to the Project. Except where the Consultant was in breach of this Deed at the date of any termination by the Client, the Client shall pay to the Consultant any instalments of the Fee and any amounts which have accrued due prior to the date of termination together with that proportion of the next following instalment of the Fee commensurate with the Services properly performed up to the date of termination and such further instalments of the Fee which would have become due in accordance with the Projected Budget under this Deed had the Services continued for a further two weeks following the date of termination.

7.4 Where the Consultant was in breach of this Deed at the date of any termination, the rights and liabilities of the Consultant and the Client shall be the same as if the Consultant had repudiated this Deed and the Client had by its notice elected to accept such repudiation.

7.5 Any termination of the Consultant's engagement under this Deed shall be without prejudice to either party's rights and remedies accrued up to the date of termination.

7.6 The Client shall not be obliged to make any further payment to the Consultant if the Consultant's engagement is terminated under clause 7.1 and, after the last date upon which a Pay Less Notice could have been given by the Client in respect of such payment, the Consultant has become insolvent within the meaning of Section 113 of the Construction Act.

8 Copyright and confidentiality

- 8.1 Copyright in the Material was vested by the Consultant in Transport for London pursuant to the Framework Agreement. The Client has procured an assignment of that copyright to the Client. The Consultant as beneficial owner and with full-title guarantee, hereby assigns to the Client all further copyrights, rights and interest in the Material (including copyright in any of the Material produced by the consultant's employees, agents or sub-consultants). The Consultant warrants to the Client that it is the sole absolute legal and beneficial owner of the Material and the contents of it and the Consultant shall indemnify the Client and keep the Client indemnified against any claims or losses arising out of any breach of this clause 8.1.
- 8.2 The Consultant shall not during his engagement hereunder, save to essential employees in the proper course of his duties, or at any time after its expiry or termination for any reason, disclose to any person any confidential information relating to the Project.
- 8.3 The Client agrees to acknowledge the Consultant where appropriate in relation to the Project and the Material but the Consultant agrees not to assert against the Client or any other person, who with the permission of the Client, publishes commercially, exhibits in public, films, broadcasts, includes in a cable programme service, photographs or otherwise copies or deals with any image of the Project or any of the Material any right which the Consultant may have to be identified as author of the Project or any part of it or the Material pursuant to Section 77 of the Copyright, Designs and Patents Act 1988 (the "1988 Act") or any other legislation which may supplement the 1988 Act.
- 8.4 The Client is commissioning the Project with the intent of preserving its aesthetic integrity. Accordingly, the Consultant also waives any rights it may have pursuant to Section 80 of the 1988 Act or any legislation which may supplement the 1988 Act and agrees that it shall obtain a written waiver of all rights any of its employees, agents or sub-consultants from time to time may have under or pursuant to Chapter IV of the 1988 Act in relation to the Project or any of the Material.

9 Assignment and sub-letting

- 9.1 Subject to clause 9.2, the Consultant shall not, without the prior approval of the Client, assign, transfer or sub-contract to any person the performance of any of the Services. The Client shall be entitled to assign or transfer all or any of the benefit in and under this Deed at any time without the approval of the Consultant being required and the Consultant also agrees that the Client shall be entitled to assign or transfer all or any of its obligations in and under this Deed without the further consent of the Consultant being required.
- 9.2 The Consultant shall, without delay following the execution of this Deed, appoint the sub-consultants named in clause 1.7 to provide the services referred to in clause 1.7, or, where no person is named in respect of any such services, a person notified to the Client by the Consultant and approved by the Client. The services to be provided under any such appointment shall be approved by the Client. The Consultant shall provide to the Client a true, accurate and complete copy of any such appointment and of any material variation to it. The Consultant shall not thereafter, except with the prior approval of the Client, appoint any further or other sub-consultants for the provision of such services or determine or vary the terms of appointment provided that the Consultant shall, in the event of the termination of the appointment of any sub-consultant, appoint a replacement sub-consultant without delay in accordance with this clause 9.2. The Client shall not be obliged to make any payment to the Consultant under this Deed in respect of such services performed by any sub-consultant not appointed in accordance with this clause 9.2.
- 9.3 No sub-contracting by the Consultant under clause 9.2 and no approval given by the Client in relation thereto shall relieve the Consultant from any liability or obligation under this Deed. The Consultant hereby acknowledges full responsibility for the payment and performance of any of the sub-consultants of any of the Services.

10 **Miscellaneous**

- 10.1 Any notice, approval, or consent required to be given by either party under the terms of this Deed shall be in writing and service shall be effected personally and shall be deemed effective on delivery.
- 10.2 The Consultant shall use electronic means for circulating all documentation and information required for the Project save as referred to in clause 10.1. The Consultant shall enter into any necessary project licences and shall comply with any protocols, instructions and security procedures relating to the use of any document management system set up for the Project.
- 10.3 This Deed supersedes any previous agreements between the parties in respect of the Services, and no variation of this Deed after the date hereof shall be made except with the written consent of the parties provided that this shall be without prejudice to the Client's rights to issue instructions varying the Project and/or the scope of the Services.
- 10.4 No approvals, comments or consents from the Client in connection with the Project shall in any way relieve the Consultant of its obligations under this Deed.
- 10.5 The effective date of this Deed is the date when the Consultant first commenced performance of the Services in relation to the Project being 20 May 2013. Any Services performed by the Consultant and any payments made to the Consultant in connection with the Project prior to the date of this Deed (including but without limitation Services performed by the Consultant under the Framework Agreement and payments made to the Consultant under the Framework Agreement) shall be deemed to be Services performed for the benefit of the Client under this Deed and payments on account of the Fee hereunder.
- 10.6 Any dispute or difference arising under or in connection with this Deed may be referred to adjudication in accordance with the following provisions:
- (a) the Scheme for Construction Contracts SI 1998 No 649 (as amended by the Scheme for Construction Contracts (England & Wales) Regulations 1998 (Amendment) (England) Regulations 2011) shall apply;
 - (b) the Adjudicator's decision is binding until the dispute or difference is finally determined by the Courts as provided in clause 10.7;
 - (c) the Adjudicator shall not be liable for anything done or omitted in the discharge or purported discharge of his functions as adjudicator unless the act or omission is in bad faith, and any employee or agent of the adjudicator is similarly protected;
 - (d) if the Adjudicator fails to give his decision in accordance with the provisions of paragraph 20 of the Scheme for Construction Contracts, all disputes or differences under clause 10.6 may be referred to and settled by a person to be appointed in accordance clause 1.9.
- 10.7 The English courts shall have jurisdiction over any dispute or difference which shall arise between the Client or the Consultant arising out of or in connection with this Deed. The law of England shall be the proper law of this Deed.
- 10.8 Where clause 4 requires an act to be done within a specified period after or from a specified date, the period begins immediately after that date. Where the period would include Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday in England and Wales that day shall be excluded.
- 10.9 Subject to the Third Party Rights but otherwise notwithstanding anything elsewhere in this Deed, nothing contained in this Deed is intended to confer on any person any right to enforce any term of this Deed which that person would not have had but for Contracts (Rights of Third Parties) Act 1999.

- 10.10 Failure by the Client to exercise its rights under this Deed does not constitute waiver of those rights nor any of them nor does any such failure relieve the Consultant from any of his obligations under this Deed. The waiver in one instance of any right, condition or requirement does not constitute a continuing or general waiver of that or any other right, condition or requirement.
- 10.11 No acceptance, approvals, comments, instructions, consents or advice or indication of satisfaction given by or from the Client nor any enquiry or inspection which the Client makes or has carried out for its benefit or on its behalf at any time, operates to reduce, extinguish, exclude, limit or modify the Consultant's duties and obligations under this contract unless it is in writing from the Client, refers to this Deed and clearly identifies the duty or obligation and the extent to which such duty or obligation is to be reduced, extinguished, excluded, limited or modified.
- 10.12 The Client and its authorised representatives (including but without limitation, representatives of Transport for London and the Greater London Authority) shall be entitled from time to time to audit and check and (subject to compliance with Data Protection Act 1998) take copies of documents from the Consultant's and Sub-consultants records and systems in connection with the Project. Such audits and checks may include inspection of time records, diaries and the like and may include the interviewing of staff engaged on, or having been engaged on, the Project
- 10.13 The Consultant shall promptly provide (and procure that its sub-consultants promptly provide) all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance by:
- granting or procuring the grant of access to any premises used in the Consultant's performance of this Deed whether the Consultant's own premises or otherwise;
 - granting or procuring the grant of access to any equipment or system (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of this contract, wherever situated and whether the Consultant's own equipment or otherwise;
 - making any contracts and other documents and records required to be maintained under this contract (whether exclusively or non-exclusively) available for audit and inspection;
 - providing a reasonable number of copies of any sub-contracts and other documents or records reasonably required by the Client's auditor and/or granting copying facilities to the Client's auditor for the purposes of making such copies; and
 - complying with the Client's reasonable requests for access to senior personnel engaged by the Consultant in the performance of this Deed or the Project.
- 10.14 The Consultant shall comply with all applicable existing and future equal opportunities laws and regulations in relation to race, nationality, ethnicity, disability, sex, sexual orientation, age, religion or belief.
- 10.15 The Consultant shall ensure that its officers, directors, members employees and sub-consultants avoid conflicts of interest with Transport for London and the Greater London Authority (including the Mayor of London) and the Contractor's officers, directors, members and employees must declare any personal or financial interest or any interest of any person connected to them, in any matter concerning the Project. Any such officer, director, member, employee or connected person shall be excluded from any discussion or decision making process relating to the matter concerned. For the purpose of this Agreement "connected person" shall have the meaning given by section 839 of the Income and Corporation Taxes Act 1988.

Definitions

In this Deed the following expressions shall have the following meanings:

BIM Execution Plan: means the draft BIM Execution Plan setting out the Client's requirements for the use of building information modelling on the Project contained within Appendix 2, as the same may be amended from time to time by the Client;

the Brief: means the brief and the Cost Plan contained within Appendix 2 as the same may be amended from time to time under this Deed;

the Construction Contract: means the contract to be executed by the Client and the Construction Contractor;

the Construction Contractor: means the person or persons to be appointed by the Client to design, execute and complete the Project;

the CDM Regulations: means Construction (Design and Management) Regulations 2007 as amended and re-enacted by the Construction (Design and Management) Regulations 2015.

the Client: means the party named as such in this Deed and its permitted assignees;

the Construction Act: means the Housing Grants Construction and Regeneration Act 1996 incorporating amendments in the Local Democracy Economic Development and Construction Act 2009;

the Consultant: means the party named as such in this Deed;

the Fee: means the fee specified in clause 1.3 payable to the Consultant in respect of the Services;

the Fee and Payment Schedule: means Appendix 3 to this Deed;

the Framework Agreement: means the Framework Agreement dated 8 July 2013 between the Consultant and Transport for London;

Material: means all documents, models and drawings (including those generated by computer software) data, materials and other work including any Model and/or Aggregated Model (both as defined in the BIM Execution Plan) and any designs contained in them prepared or provided by the Consultant for the Project;

the Programme: means the programme set out or referred to in Appendix 2 as the same may be amended from time to time under this Deed;

the Project: means the works referred to in clause 1.2;

the Projected Budget: means the budget referred to in clause 4.1;

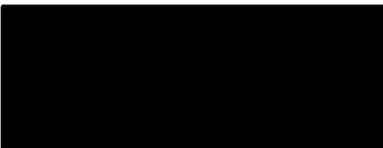
the Services: means the services set out in Appendix 1;

the Site: means the site of the Project, the address of which is given in clause 1.1;

Third Party Agreements: means all agreements entered into or to be entered into by the Client with any third parties to permit or facilitate the execution of the Project, including, but without limitation the agreements referred to in Appendix 5.

In witness whereof the parties hereto have executed this Deed the day and year first before written.

Executed as a Deed and delivered
by
for and on behalf of **GARDEN BRIDGE**
TRUST in the presence of:



Witness:

S M MORRELL

Name:

S MORRELL

Address:

4 CRATHNESS ROAD, W14 0JB

Date:

27 / 05 / 2016

SIGNED and DELIVERED as a
DEED by **OVE ARUP & PARTNERS**
LIMITED acting by:

}

Director



DAWHITTLETON

26/05/16

Director/Secretary



M G S. HODKINSON

26/05/16

APPENDIX 1

The Services

The Consultant is the Lead Consultant. The disciplines to be provided by the Consultant or its sub-consultants consist of:

- Architecture (HS)
- Soft Landscape (DPS)
- Soil Scientist (Tim O'Hare Associates)
- Irrigation Specialist (Irritech)
- Hydrodynamic and Scour Specialist (HR Wallingford)
- Navigation Risk Specialist (Marico Marine)
- Risk Assessment of the HQS Wellington Relocation (Noble Denton)
- Heritage Specialists (Lathams)
- Aquatic-Ecology Specialists (Turnpenny Horsfield Associates)
- Topographical, Utility and Pedestrian Surveyors
- Environmental including Energy, Sustainability, Equality, Socio-Economic
- Transport Planning
- Maritime Engineering
- Accessibility
- BREEAM
- Hard Landscape
- Structural Engineering
- Geotechnical Engineering
- Civil/Utilities Engineering
- MEP Engineering
- Security
- Lighting
- Vertical Transport
- CDM
- Visualisation
- Project Management

- Cost Management
- Procurement
- Contract Administration
- Site Surveillance
- Technical Approval (TAA)

As Lead Consultant, Arup are required to lead the Client through the design, construction and completion of the Project and the co-ordination of all consultation with third parties working in partnership with the Client in relation to the Project.

The Services have been divided into various sections as hereinafter provided, but such division is not intended to, and shall not, limit or affect the Consultant's obligation generally to provide the Services as and when may from time to time be necessary or appropriate for the proper and timely completion of the Project.

Part A: Project Management Services

1 During pre-commencement negotiations

- 1.1 Advise on the most effective development of the Site within the parameters of the Client Brief.
- 1.2 Provide such information and assistance as the Client may reasonably require in negotiating with potential donors/funders and others including the preparation of reports and technical and financial information.
- 1.3 Provide such information and assistance as the Client may reasonably require in negotiating with existing owners and occupiers adjoining the site in connection with the surrender or re-negotiation of their leases or licences and otherwise as necessary to secure the necessary rights to construct the Project.
- 1.4 Provide such information and assistance as the Client may reasonably require in negotiating the closure or diversion of any roads, services or public rights of way over the Site or such similar matters which affect the Site.

2 Appointment of the Project Team

- 2.1 Research and make recommendations to the Client for the appointment of any specialists as sub-contractors to the Consultant.
- 2.2 Prepare, negotiate and agree the terms of each such appointment including providing a scope of services, a fee proposal and appropriate appointment documents.
- 2.3 Establish efficient and effective lines of communication and procedures to ensure the co-ordinated exchange of information between the Consultant and the Client.
- 2.4 Supervise and direct the day to day performance by each of its sub-contractors of their respective duties to ensure that the same are properly and diligently carried out in accordance with the terms of their appointments. As soon as reasonably practicable advise the Client of any breach by any of them of any of their respective obligations in relation to the Project which have come to the attention of the Consultant or which the Consultant ought reasonably to have discovered.

3 The Brief

- 3.1 Review with the Client the Client's needs, goals and requirements. Coordinate the preparation of a detailed procedural brief for the Project to include a timetable of activities consistent with the Programme.
- 3.2 Submit drafts to the Client for his comment and to make any modifications or amendments as the Client may require.
- 3.3 Identify key milestone dates and critical path items and review the same on a monthly basis, bringing any changes or concerns to the Client's attention as soon as possible.
- 3.4 Breakdown the scope of the Project into a manageable work breakdown structure encompassing professional services and construction.
- 3.5 Establish and monitor the processes of controlling changes to the scope of the Project.
- 3.6 Establish the organisation structure and responsibilities for quality management in the provision of professional services and construction.
- 3.7 Monitor that all Project participants meet their quality management obligations.

4 During Planning Process

- 4.1 Assist the Client's planning advisor to prepare and submit an application for planning permission.
- 4.2 Provide such information and assistance as the Client may reasonably require in relation to the submission of such application to the Client for his comment and to make any modifications or amendments as the Client may require.
- 4.3 Monitor regularly the progress of the planning application for the Project and keep the Client informed thereon.
- 4.4 Provide such information and assistance as the Client may reasonably require in negotiating all planning agreements as required to enable permissions to be granted, including such highway or other statutory agreements in relation to the application or grant of planning permission.
- 4.5 Provide such information and assistance as the Client may reasonably require in relation to the making and negotiating of any appeals required by the Client and to take all necessary steps in connection therewith (having particular regard to any time limitations for such appeal) and advise the Client accordingly.
- 4.6 Manage the execution of the Project in accordance with the approved planning documents.
- 4.7 Manage the control of all interrelated changes to the approved planning documents.

5 During Funding and Marketing Process

- 5.1 Provide such information and assistance as the Client may reasonably require in making presentations to and negotiating agreements with any potential donors/funders of the Project.
- 5.2 Collate all plans and other Project-related documentation as necessary to support any fundraising activities.

6 During Design Process

- 6.1 Assist in the design development process, initiating and organising meetings where appropriate and promote and attend such meetings that may be called by the Client or by the Consultant.

- 6.2 Assist in making recommendations for economies within the Project in terms of cost and time which may be made provided they are consistent with the Client's goals and requirements and sound design and construction practice.
- 6.3 Comment on all drawings, including sketch drawings, demonstrating shape, height and siting of the buildings or works.
- 6.4 Research into and advise the Client upon the selection, availability and price of materials, systems and equipment.
- 6.5 Research into and advise the Client on operational and maintenance costs having particular regard to issues concerning cleaning, maintenance and longevity.
- 6.6 Monitor the preparation of the final design of the works through the duration of the Project
- 6.7 Manage the acceptance by the Client of the design and construction of the works.

7 **During Cost Planning**

- 7.1 Comment to the Client in detail on the feasibility, reliability and thoroughness of all estimates of cost. Agree with the Client the Cost Plan. Advise the Client on the amount of any contingencies and other items to be included in the Cost Plan.
- 7.2 Advise the Client in writing as soon as reasonably practicable if at any time the Project might reasonably be expected to exceed the allowance therefore stated in the Cost Plan and assist the Client to notify and explain the same to funders. Submit the revised Cost Plan to the Client for his agreement together with a written report which explains the nature of and reasons for the amendments.
- 7.3 Prepare a cash flow forecast for the construction of the Project on the Site. Discuss and agree the same with the Client and assist the Client to agree the same with the donors/funders.
- 7.4 Give written notice as soon as reasonably practicable to the Client of expenditure which might reasonably be expected to deviate from the agreed cash flow forecast.
- 7.5 Establish responsibilities for information flow internally between the design team and the commercial team and externally with the client.
- 7.6 Monitor the preparation by the Consultant's cost consultancy team of cost estimates and the cost budget for the Project.
- 7.7 Establish a format for the cost budget that meets the Client's reporting requirements.
- 7.8 Establish and monitor the processes of controlling changes to the cost budget.

8 **Local and Statutory Authorities**

- 8.1 Assist the Client and the Construction Contractor to do all that is reasonably necessary to satisfy the requirements of any local and statutory authorities and statutory undertakers and other bodies having jurisdiction over the Project. Monitor compliance with the requirements of the Third Party Agreements in respect of all approvals and consents to be obtained.
- 8.2 Assist the Client and the Construction Contractor to manage and co-ordinate any liaison with third parties.
- 8.3 Assist in advising the Client of any cost implications of such requirements and in suggesting to the Client possible alternative design solutions.

- 8.4 Assist the Construction Contractor and use its reasonable endeavours to ensure that advance orders are placed with local and statutory authorities and statutory undertakers as necessary so that completion of the Project is not unreasonably delayed and provide a written schedule with details and dates for this purpose.
- 8.5 Assist the Construction Contractor to ensure that requirements for connections, switches, pumps, plant rooms, ventilation and other facilities anticipated to be needed are investigated and reported promptly to the Client.
- 9 Programming**
- 9.1 Prepare and maintain the initial programme and provide advice in relation to the programme.
- 9.2 Develop a master project programme integrating the interdependencies of planning, design and construction.
- 9.3 Control changes to the master project programme to reflect actual Project status
- 9.4 Monitor performance by the Construction Contractor and immediately to report to the Client in writing any delay which might reasonably be expected to result in any delay to the Programme. Revise the Programme accordingly and to submit the same to the Client for his agreement. Prepare method statements and obtain approvals to them as may be required.
- 9.5 Co-ordinate the Project with the requirements of any agreements entered into by the Client in connection with the Project.
- 9.6 When appropriate, make proposals for the acceleration or postponement of all or any part of the Project.
- 9.7 Monitor that subordinate detailed programmes are produced and maintained in conformity with the master Project programme by the other Project participants.
- 10 Tenders for Construction Contract**
- 10.1 Advise the Client on the most effective procurement route for the Project, including any time and cost implications of each proposed procurement route.
- 10.2 Submit to the Client (after proper research) lists of suitably experienced contractors from whom tenders may be invited for the construction of the Project. Appraise references and resources of each tenderers and conduct any interviews with proposed tenderers. Provide the Client with a written report of such interviews with a recommendation for selection.
- 10.3 Recommend to the Client in writing whenever appropriate the most effective bidding procedures having regard to the time available and the quality and cost.
- 10.4 Prepare the final draft of the tender documentation and check in detail to ensure the efficacy and completeness of the various documents. Prepare such documents so that, where relevant, they address the requirements of the Third Party Agreements.
- 10.5 Prepare and deliver a tender report to the Client with any comments. Analyse the tenders received in detail and issue to the Client a written tender placing report setting out such analysis of the tenders and recommending a contractor with whom the Client should enter into a contract and the reasons for such recommendation.
- 10.6 Upon receipt of the Client's approval of a contractor, ensure that the Construction Contract and all deeds, collateral warranties, novation agreements and bonds required by the tender documents are properly executed and completed.
- 11 During Construction**

- 11.1 Carry out all contract administration functions under all building contracts to be entered into by the Client in relation to the Works including acting as "Engineer" under the Construction Contract, and (as the case may be) as contract administrator under any JCT contract to be entered into and project manager under any NEC3 contract, or fulfil the equivalent role in any other form of contract to be used as it is designated under that contract.
- 11.2 Make proposals to the Client for issuing instructions where the Consultant thinks that the same would be desirable.
- 11.3 Advise on site staff to be appointed and provide motivation and incentive to ensure a constructive and positive approach to the performance by each of the staff so appointed of their respective obligations.
- 11.4 Attend site progress meetings. Assist the Construction Contractor to invite any interested person under any Third Party Agreement to site progress meetings. Ensure the Construction Contractor procures the preparation and circulation to all participants of the minutes of such meetings.
- 11.5 Assist in resolving any day-to-day queries and disputes on the Site with the Construction Contractor.
- 11.6 Make visits as reasonably necessary to the premises of the Construction Contractor and his suppliers whether the same are located in the UK or overseas.
- 11.7 Assist the Construction Contractor to liaise with occupiers of neighbouring buildings to facilitate the progress of the Project.
- 11.8 Forthwith notify the Client of any breach or anticipated breach of the Construction Contract. Make recommendations to the Client from time to time as may be necessary or appropriate of any actions which the Client should take in relation to the Construction Contractor including, but without limitation, the making of any bonus or ex gratia payment or the calling of any bond. Provide any statements required of the "Engineer" under any bond.
- 11.9 Arrange for the witnessing and inspections as defined in the Project's quality management procedures and testing and commissioning regime. Carry out inspections both on and off-site of the works by the Construction Contractor with regard to compliance with the requirements of any Construction Contract. Report to the Client all matters relating to progress, quality and any defects in workmanship and/or materials.
- 11.10 Agree with the Client remedial actions necessary to correct such defects and suggest any remedial measures should progress not be sufficient. Inspect the taking-down, removal and re-execution of defective work in accordance with the Construction Contract.
- 11.11 Where in the performance of the Services the Consultant is required to issue any certificates and award extensions of time under any Construction Contract, the Consultant shall act impartially in doing so.
- 11.12 Manage and co-ordinate on site the work of the various contractors employed by the Client and co-ordinate these with the Construction Contractor.
- 12 **Payment**
- 12.1 Regularly review the monthly cost and cash-flow with the Client to discuss their contents. In addition, if requested by the Client, provide copies of the reports to, and discuss them with the consultants of funding organisations.
- 12.2 Advise the Client of any deductions which the Consultant recommends the Client should make from any such application or certificate in respect of any breaches by the Construction Contractor. Ensure that the Client complies with the notice requirements contained in any Construction Contract in respect of any set-offs or deductions advised by the Consultant.

- 12.3 Collect, check and approve applications for payment from the Construction Contractor; agree valuations with the Construction Contractor and prepare the valuation. Discuss the contents with the Client as appropriate. Issue interim and final payment certificates under any Construction Contract, confirming that materials, goods and workmanship included in the payment certificates are in accordance with the Construction Contract. Forward the certificates to the Client for payment. Ensure that the valuation timescale is achieved.
- 12.4 Agree procedures with the Client for submitting applications and certificates and for resolving any mistakes and queries which may arise in connection with them and to comply with such procedures.
- 12.5 Advise the Client on the status of the Construction Contractor for the purposes of the Construction Industry Scheme (CIS). Issue notices to the Construction Contractor on behalf of the Client pursuant to the Construction Act.

13 Reporting

- 13.1 Provide to the Client detailed monthly written reports on progress, cost and performance by the Construction Contractor. Answer any comments and queries on such reports raised by the Client.
- 13.2 Arrange meetings at agreed intervals (but not less than monthly) with principals from the Client and, if so requested by the Client, with the representatives of any person interested under any of the Third Party Agreements. Attend such meetings. Prepare and circulate minutes of such meetings.
- 13.3 Accompany persons inspecting the Project when requested by the Client.

14 Insurance

- 14.1 Check regularly that policies which the Construction Contractor is required to maintain are in force and that all premiums have been properly paid.
- 14.2 Assist the Client in the preparation, submission and settlement of all insurance claims.

15 Hand-Over

- 15.1 Monitor the procedures proposed for issuing taking-over certificates in respect of the Construction Contract.
- 15.2 Ensure that the procedures for issuing such certificates and for agreeing snagging lists contained in the Third Party Agreements are properly implemented.
- 15.3 Using its best endeavours procure operating and maintenance manuals and "record" and "as built" drawings from the Construction Contractor in good time. Assist the Construction Contractor to prepare an operations manual.
- 15.4 Prepare defects' lists for the Construction Contract as required. Give any Third Party's representative written notice of any inspection for the issuing of a taking-over certificate and manage and co-ordinate their attendance at such inspections in accordance with the terms of the Third Party Agreements; take account of any representations made by such Third Parties or their representative as to whether or not a taking-over certificate should be issued or as to what qualifications should be made. Issue taking-over certificates as required by the Construction Contract. Issue certificates when all defects which have been identified have been made good.

16 Generally

- 16.1 Keep accurate records of all correspondence, minutes of meetings and any other documentation issued by or sent to the Consultant in connection with the Project and make

the same available for inspection as and when required by the Client and to provide copies as requested.

- 16.2 Assist in resolving, so far as reasonably practicable, any disputes which arise between the Construction Contractor and conduct any negotiations which may be necessary to resolve the same in close consultation at all times with the Client with a view to achieving a speedy and economically sensible settlement.
- 16.3 Provide such assistance as the Client may reasonably require in pursuing each and every remedy which the Client may have against the Construction Contractor whether by way of legal proceedings or otherwise.
- 16.4 Provide such assistance as the Client may reasonably require in defending any claim made against the Client by the Construction Contractor, whether by way of legal proceedings or otherwise.
- 16.5 Perform such other duties as may reasonably be required by the Client to secure the completion of the Project provided that they are not inconsistent with this Agreement.

Part B: Cost Consultancy Services

1 Planning Submission

- 1.1 Obtain information about the Site from the Client.
- 1.2 Visit the Site and carry out an initial appraisal.
- 1.3 Receive an initial statement of the Client's aims and goals including his draft brief and determine the feasibility of the same.
- 1.4 Undertake a preliminary financial appraisal of the Project sufficient to enable the Client to decide whether and in what form to proceed to include an approximation of the cost of meeting the Client's requirements and suggested contract procedure. Prepare schedules of areas and analyse the same when required to do so by the Client.
- 1.5 Assist the Client in conducting negotiations concerned with the Site; assist with and monitor the administration of any contracts made by the Client with any persons or firms carrying out special investigations and tests in relation to the Site.
- 1.6 Provide cost information to the Client for its consultations with local or other authorities, on matters of principle in connection with the Project and for the development of the Client's requirements.
- 1.7 Review with the Client alternative design and construction approaches and cost implications.
- 1.8 Agree with the Client a cost management control and reporting system; report costs in the format required by such system throughout the Project and prepare cost reports for the Project in the required format.
- 1.9 Agree with the Client a formal risk management system; comply with the procedures established for the Project.
- 1.10 Report on the outline proposals for the Project and prepare an outline cost plan for the Project for the Client's approval and submit the same to the Client for agreement. The Cost Plan shall be divided into work elements by reference to the agreed sub-division of the Project and each work element shall be separately costed within any contingencies to be separately identified. Prepare procedures for the cost planning and control of the Project.

1.11 Assist the Client in making town planning and other such enquiries. Provide cost advice as requested by the Client in making and negotiating all necessary applications for outline town planning approval and in negotiations with the various authorities or statutory undertakers which have an interest in the Project.

1.12 Advise the Client on the detailed format and content of the Construction Contract, including matters such as liquidated damages, insurance (in conjunction with the Client's specialists), notified restrictions on the Site etc.

2 Scheme Design

2.1 Prepare a report for the Client on the procedures to be adopted in inviting tenders for the Construction Contract for the design and construction of the Project and the contract conditions to be used, identify potential contractors and specialists, investigate the financial standing of each of the proposed tenderers in conjunction with others and advise on the requirements for any bonds and/or guarantees.

2.2 Assist in preparation of a report to the Client including the estimated cost and timetable of the Project for the Client's approval.

2.3 Analyse and provide advice to the Client on cost in use and life cycle costs of individual elements of the Project. As instructed by the Client, undertake a full analysis on cost in use and lifecycle cost of the Project as whole or individual elements.

2.4 Prepare the cost plan for the Project based on the design prepared by the Other Consultants and in a form to be approved by the Client; report an appropriate allowances for specific contingencies and inflation.

2.5 Provide cost information for the purposes of consultation and liaison with planning authorities, building control authorities, fire authorities, environmental authorities, licensing authorities and statutory undertakers.

2.6 Comment on design documents in respect of the cost of alternative design and construction approaches and in respect of the design of each element in relation to the allowances therefor contained in the Contract Cost Plan or any drafts thereof.

2.7 Provide cost advice in making and negotiating all necessary applications for and giving all notices required to the Client to be given for detailed town planning consents, building bye-law, building act, building and fire regulations approvals and all other statutory approvals and consents required for the Project.

2.8 Prepare any special cost reports or financial appraisals for the use of the Client or reasonably required in connection with the approvals and consents or for negotiations with ground landlords, adjoining owners, public authorities, licensing authorities, financing bodies and others.

2.9 Assist the Client in making and negotiating with statutory undertakers all approvals, agreements, leases and consents necessary for the installation, removal and/or relocation of the services and for the provision of supplies.

3 Detailed Design by Construction Contractor

3.1 Report on the design for the Project and update the Contract Cost Plan and cash flow forecast as necessary.

3.2 Provide cost advice and assist the Client in making and negotiating all other applications and approvals necessary for the Project such as those for licences, negotiations in connection with party wall and grant aids, and dedications and road widening schemes.

3.3 Assist the Construction Contractor to advise on the pre-purchasing by the Client of items of plant, materials or goods which are on long delivery periods.

3.4 Assist in formal value engineering work-shops and exercises.

4 **Construction Documents**

4.1 Discuss and agree with the Client the draft terms and conditions, programme, Appendix to Tender and management particulars for the inclusion of the same in the invitation to tender to the Construction Contractor.

4.2 Prepare schedules of rates and other pricing documents for inclusion in the tender enquiry documents.

4.3 Discuss and agree with the Client, tender lists.

4.4 Check the final draft of the invitation to tender to ensure that it is adequate and complete and comment on the same.

4.5 Interview tenderers where appropriate and negotiate prices as authorised by the Client.

4.6 Analyse the tenders and programmes received and report to the Client with recommendations for acceptance.

4.7 Assist in negotiation of the final terms of the Construction Contract with the Construction Contractor and, in particular, compile, the Employer's Requirements and the Contractor's Proposals for the Construction Contract; check that the Employer's Requirements do not contain any discrepancies and that they reflect the Brief; check that all detailed design information is included in the Contractor's Proposals; review the final draft of the document and comment on its adequacy and completeness.

5 **Construction Services**

5.1 Advise on all insurance matters in conjunction with the Client's specialists arising in relation to the Project and assist the Client in the submission of and settlement of any claims pursuant to such insurances.

5.2 Advise the Client of the cost effects of any expansion, updating or adaptation of the Strategic Programme and of the cost of effecting any proposals for the acceleration of all or any part of the Project.

5.3 Make such visits to the Site as may be necessary for the proper performance of the Services.

5.4 Check the Construction Contractor's applications for payment under the Construction Contract and advise the Engineer and the Client of any errors or omissions.

5.5 Check valuations prepared by the Construction Contractor; agree with the Construction Contractor procedures for submission of the Construction Contractor valuations and for resolving any mistakes and queries which may arise in connection with them and comply strictly with such procedures.

5.6 Advise on the cost implications of any proposed variations and on other matters relating to the Services as requested by the Client.

5.7 Keep proper accounts of all monies expended pursuant to the Construction Contract; assist in the valuation and settlement of any claims arising under the Construction Contract.

5.8 Monitor and report to the Client at monthly intervals until the issue of the Final Certificate under the Construction Contract on expenditure and progress in relation to the Contract

Cost Plan and the Strategic Programme. Inform the Client immediately if the expenditure or progress has or may reasonably be anticipated as likely to exceed the Contract Cost Plan and/or the Strategic Programme.

- 5.9 Advise on the desirability of making payment for off-Site goods and materials; assist the Engineer in valuing the same.
- 5.10 Assist the Engineer to negotiate and agree the interim and Final Accounts under the Construction Contract.
- 5.11 Do all that may reasonably be required by the Client to monitor the costs of work to be executed by and provide advice and assistance to the Client as and when requested by the Client in connection with the calculation and negotiation of cash allowances to be paid to any prospective tenants or purchaser of any part of the Project in respect of their fitting out works.

Part C: Third Party Agreements

1 General

- 1.1 Develop the outline design of the Works as defined in the relevant Third Party Agreement having due regard to the requirements of that Agreement and liaising regularly with the third party. Where so instructed by the Client, carry out detailed design of works (this will be in a limited number of cases where works forming part of the Project are procured other than under the Construction Contract and as at the date hereof only applies to the ITV Works, the London Underground Stage 2 Works and the London Underground Walkabout Works).
- 1.2 Assist the Client to keep the third party regularly updated as to the progress of the Works as so defined and the Project. Give the technical Assurance required under the agreement between the Client and London Underground Limited as defined in that agreement.
- 1.3 In the Consultant's capacity as Engineer, contract administrator or project manager (as the role is designated for the purpose of the relevant contract to be entered into in relation that portion of the Project) give each of the relevant third parties not less than 5 working days' notice of the anticipated date of the taking over inspection and permit them to attend
- 1.4 In this contract administration capacity receive and have due regard to the representations of the relevant third parties as to whether a notice or certificate of taking over or statement or certificate of practical completion as applicable under the relevant contract should be issued
- 1.5 Repeat the above procedure as often as required until such notice or certificate is issued
- 1.6 Provide the relevant third party with a copy of the relevant notice or certificate
- 1.7 Give the relevant third party lists of snagging items during the Rectification Period as applicable to the relevant works, contract or section thereof and communicate these to the Construction Contractor with a view to procuring that the items are rectified
- 1.8 Provide the relevant third party with a copy of the relevant notice of making good of defects

2 LUL DA

[This section is specifically concerned with the duties arising under the agreement referred to in paragraph 9 of Schedule 5 (the "LUL DA"). It is without prejudice to the generality of clause 6 of this Agreement. Capitalised words and expressions used in this Section which are not otherwise defined in this Agreement have the meanings given to them in the LUL DA]

- 2.1 Give the technical Assurance required under the LUL DA as defined in that agreement.

- 2.2 Manage on behalf of the Client the submission of all documentation required to be submitted to LUL under the LUL DA. Manage the process of resubmission if required until LUL's approval is obtained.
- 2.3 Act as the designated Works Representative pursuant to clause 20.3 of the LUL DA (but the Client acknowledges that it is not the Consultant's responsibility to supervise and co-ordinate all aspects and all elements of the Development Works, Plant and Materials and general health and safety matters as provided in clause 20.3).
- 2.4 Issue certificates of Development Completion, Station Fabric Works Completion and Walkabout Works Completion in accordance with the provisions of the LUL DA and comply specifically with the procedures contained in clauses 21, 22 and 23 of the LUL DA. Manage the remedying of defects, shrinkages or other faults in accordance with the LUL DA.
- 2.5 Notify the Client immediately of any breach by the landlord of its obligations under the LUL DA including, but without limitation, its obligations in relation to timing of responses to submissions.
- 2.6 Prepare the Programme and any variations to it for the purposes of clause 7 of the LUL DA. Advise the Client of any extensions of time pursuant to clause 37 of the LUL DA.
- 2.7 To the extent relevant in the performance of the Services, comply with LUL Standards and LUL's Requirements as defined in the LUL DA.
- 2.8 Prepare the Tenant's Assurance Plan as required under the LUL DA. Review, amend and comply with it as provided in clause 9 of the LUL DA.
- 2.9 Advise LUL of any material changes pursuant to clause 10.4 of the LUL DA.
- 2.10 To the extent relevant to the Services, comply with the requirements of the LUL DA in relation to the design of the Station Fabric Works and prepare the Conceptual Design Statement in relation to the Station Fabric Works. Have regard to the provisions of clause 10.24 of the LUL DA in relation to such design. Issue confirmations to the Landlord pursuant to clause 10.26 of the LUL DA.
- 2.11 Prepare the Conceptual Design Statement in respect of the Station GBT Works as required by the LUL DA comply with the provisions of the LUL DA in relation to them.
- 2.12 Where the Landlord specifies Protective Works, submit conceptual designs prepared by the Contractor for the same in accordance with clause 10 of the LUL DA.
- 2.13 Prepare the Load Bearing Regime pursuant to clause 10.31 of the LUL DA.
- 2.14 Comply with Legislation non-compliance with which may materially adversely affect LUL's Premises or which relate to the Railway Undertaking and/or Railway Assets and Premises and which affect the design or construction of any Critical Works, the Station Works or the Walkabout Works.
- 2.15 To the extent relevant to the Services comply with the requirements of the LUL DA in relation to access to the Survey Zone, the Monitoring Zone and LUL's Premises.
- 2.16 Comply with instructions issued by the Engineer pursuant to clause 20.5 of the LUL DA.
- 2.17 Advise the Engineer of material problems or delays and hold meetings in accordance with the requirements of clause 20 of the LUL DA.
- 2.18 Stop work and/or issue instructions under the Construction Contract where the Engineer so requires under clause 20.6 of the LUL DA. Remedy or instruct the remedying of non-compliances when required by the Engineer under clause 20.7 of the LUL DA.

Part D: Design Services

1 General

- 1.1 Perform all the duties of a "designer" under the Construction (Design and Management) Regulations 2015 to the extent the Consultant produces any design.
- 1.2 Agree with the Client and Contractor an integrated electronic system that will streamline the transfer of information and manage all the documentation on the Project.
- 1.3 Agree with the Client and Contractor electronic drafting systems and procedures compatible with the electronic graphical planning and programming systems used by the Consultant and the Operation and Maintenance Manual software.
- 1.4 Participate in the Contractor's building information modelling process as described in the BIM Execution Plan. Assist the Contractor to prepare and develop the design and the Models (as defined in the BIM Execution Plan) concurrently. Assist the Contractor to comply with any procedure for resolving any issues that arise from the analysis of the Models in accordance with the BIM Execution Plan.
- 1.5 Provide a monthly progress report to the Client identifying amongst others:
 - the progress of the design
 - the progress of the Construction Contractor's design
 - comments in relation to quality of the Project on and off site
 - progress of the documentation to be provided on completion of the Project
 - actions and decisions required during the next stage period.

The purpose of the report is not to catalogue past achievements but to set future objectives and to assess potential problems. The report may incorporate information from the Contractor but the Consultant shall comment on such information.
- 1.6 Prepare and/or assist in the preparation of plans and other materials for use by the Client in fundraising for the Project
- 1.7 Check that the Consultant's design identifies, eliminates or controls, so far as reasonably practicable, foreseeable risks to health and safety of any person working on the construction or liable to be affected by the construction, occupying, operating, maintaining, use and subsequently dismantling the Project. Provide information on significant aspects of the Consultant's design relevant to the Project that impact on safety and health, in particular, strategies for safe construction, cleaning, maintenance and replacement of components. Such strategies are to be practical and not complex in their execution.
- 1.8 Operate a risk analysis procedure that immediately advises the Client of potential unplanned expenditure as soon as it becomes evident. Regularly review this analysis and use it as a management tool to limit the likelihood of such risks occurring. Assist in providing estimates for all variations arising from the Client and submitting to the Client for approval.
- 1.9 Agree with the Contractor and Client a quality management procedure appropriate to the needs of the Project. This should address both a detailed process for the design produced by the Consultant Team and a proposal for the obligations of the Construction Contractor with regard to design.
- 1.10 Agree with the Client the schedule of workshops, seminars and away days necessary to identify, promote and measure the objectives of the Project and attend such functions.

- 1.11 Agree a brief with the Client to enable energy use to be identified and measured and design accordingly.
- 1.12 Generally undertake the design so that proven products and solutions are used and with a view to eliminating risks in the construction and use of the Project.
- 1.13 Assist the Client in public consultation through meetings, exhibitions, newsletters etc through the town planning and construction phases.
- 1.14 Attend all appropriate meetings as requested by the Client including regular liaison with the local community.
- 1.15 Make proposals during the design stages to minimise waste arising out of construction of the Project.
- 1.16 Check during the design stages that the Project is designed so that it can be constructed within the boundaries of the Site and without the need for further licences, agreements or consents. Advise the Client of any further licences, agreements and consents required. Check that the Project complies with any title matters or restriction notified to the Consultant by the Client.

2 Briefing and Outline Design

- 2.1 Obtain and analyse the Client's requirements including the draft brief, cost plan and programme. Review with the Client his comments, critique and evaluation of alternative design proposals. Comment on, suggest revisions to and agree the Client's Brief so as to enable subsequent Services to begin.
- 2.2 Inspect the Site and research all information available in relation to the Site and any existing structures and services affecting the Site. Advise on the adequacy of the same for incorporation into the Project. Check all information relating to the infrastructure works executed at the Site and on adjacent Sites. Integrate the design of the Project with such infrastructure works.
- 2.3 Assist the Client's Planning Advisor in making town planning enquiries and in establishing all planning constraints affecting the Site including the interests of local societies and special interest groups.
- 2.4 Advise on any necessary remediation of the Site and on removal of contaminated material.
- 2.5 Analyse the information researched. Comment and agree how it may be satisfied, identifying areas of disagreement and assist the Client in producing the Brief.
- 2.6 Recommend any geotechnical investigations, trial pits, surveys, investigations or other risk assessments that will be necessary and advise the Client on the timing of such assessments.
- 2.7 Prepare a preliminary environmental impact assessment sufficient to assess potential implications on the Project.
- 2.8 Assess the various ways in which the required internal environmental conditions can be achieved consider the influence these have on the built form.
- 2.9 Investigate the available range of design options affecting the built form and cost in use.
- 2.10 If considered appropriate at this stage, agree with the Client particular specialist input required from selected contractors.
- 2.11 With a group within the Consultant independent of the Project, undertake an audit of the Consultant's concept design proposals and provide the Client with any findings.

2.12 Undertake a preliminary technical appraisal and provide the Outline Design Report illustrating outline proposals for the design for the Project. Provide studies on measured areas, cost and programme. Review these with the Client, amend accordingly and sign off.

2.13 Assist the Client's Planning Advisor in making and negotiating all necessary applications for outline planning approval. Provide assistance in connection with appeals and public enquiries.

3 **Town Planning and Scheme Design**

3.1 Undertake or procure and supervise the necessary surveys, investigations and risk assessments including those in relation to pollution or contamination of the Site. Advise on and incorporate the implications of the findings in the design.

3.2 Complete the following documents to support its planning application:-

- Design and Access Statement;
- Equality Impact Assessment;
- Health Impact Assessment;
- Energy Statement;
- Transport Assessment;
- Environmental Statement and its Appendices (8 Volumes);
- Environmental Statement: None Technical Summary;
- Sustainability Statement;
- Landscape Technical Report;
- Arboricultural Impact Assessment; and
- Planning Drawings

3.3 Advise on and incorporate the implications of the findings in the design.

3.4 Take the design to a stage that enables a detailed town planning application to be prepared, submitted and negotiated (if required). Prepare listed building applications as required including for the Cabmen's Shelter and the relocation of HQS Wellington

3.5 Progress the design of the Project so that the key elements have been generally coordinated such that the information in the town planning submission is robust and so that a Detailed Design Report can be expeditiously prepared thereafter. The information prepared should be to a level of detail sufficient to allow potential discussion with potential funders and adjoining owners.

3.6 Prepare such information and material as necessary including an outline fire strategy to gain confidence that the design will comply with building regulations. Liaise with the Local Authority to the extent necessary to achieve this.

3.7 Provide an outline specification for all areas of the Project.

3.8 Provide schematic engineering solutions that spatially co-ordinate the design, but not in detail.

- 3.9 Carry out a risk assessment as to what would remain to be undertaken to complete the next stage of the Project. Review potential cost/probability against each of the outstanding items and assist in the assessment of the appropriate amount of cost contingency to be allowed.
- 3.10 If considered appropriate at this stage, agree with the Client particular specialist input required from the selected sub-contractors including where necessary the commissioning of mock ups.
- 3.11 With a group within the Consultant independent of the Project, undertake an audit of the Consultant's scheme design proposals and provide the Client with any findings.
- 3.12 Prepare the Scheme Design Report including a measured area schedule, the proposed cost plan, a method statement and a proposed programme based on the Client's Brief. Discuss the report with the Client, amend accordingly and sign off.
- 3.13 Assess the energy efficiency of the Project, cost in use and life cycle costs for alternative design solutions.
- 3.14 Make and negotiate any necessary submissions to Heritage England and other relevant bodies, local societies and special interest groups.
- 3.15 Assist the Client's Planning Advisor in making and negotiating the town planning, conservation areas and listed building consents with the local authority planners, engineers, surveyors and other relevant departments. Provide assistance in connection with appeals and public enquiries.
- 3.16 Make and negotiate all necessary applications, approvals and agreements regarding ground and river contamination.

4 Design Services for production of Employer's Requirements

- 4.1 Undertake or procure and supervise the completion of any further necessary surveys, investigations and risk assessments relating to the design. Advise on and incorporate the implications of the findings in the design including marine surveys and geotechnical activities for the north and south landings.
- 4.2 Prepare such information and material as necessary for the submission of all building regulations' applications and other statutory regulations and requirements.
- 4.3 Develop the design so that general arrangements for all elements are completed.
- 4.4 The design deliverables will include, but without limitation:
 - 4.4.1 Bridge external geometry (the geometry of the pleated soffit)
 - 4.4.2 Material of soffit (the 90-10 copper Nickel)
 - 4.4.3 Quality of finish of the soffit including quality of welded joints, and rules governing the acceptable pattern and locations of visible joints
 - 4.4.4 Bridge balustrade and deck perimeter condition
 - 4.4.5 General arrangement of primary and secondary hard landscape paths
 - 4.4.6 Material of the paths
 - 4.4.7 Paving details covering standards for the pattern of paving and edge conditions of the paths
 - 4.4.8 Lighting bollards - element design and general location

- 4.4.9 CCTV Bollards - element design and general location
- 4.4.10 Furniture such and benches, bins, etc. - location and design
- 4.4.11 Lift enclosure and lift car interiors at both ends.
- 4.4.12 Precise planting layout.
- 4.5 The desire to control the outcome of visible elements means that their design requires detail development, whereas the design of hidden elements needs less development. In some instances the visible and hidden elements are interdependent, particularly at interface details, so it is essential to ensure that the design deliverables adequately describe these interdependencies.
- 4.6 Finalise the fire defence strategy
- 4.7 Undertake the design phase assessment of fire risk as defined in the Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation.
- 4.8 With a group within the Consultant independent of the Project, undertake an audit of the Consultant's detailed design proposals and provide the Client with any findings.
- 4.9 Provide an architectural, lighting, accessibility and landscape design, transport planning, vertical transport, structural, mechanical, electrical, public health engineering and security for the bridge, structural, geotechnical, marine, civil, utilities and electrical engineering for the south landing building, the proposed cost plan, a method statement and a proposed programme based on the Brief, the Cost Plan and the Programme. Discuss with the Client, amend accordingly and sign off.
- 4.10 Finalise the base building definition and agree it with the Client. Prepare legion models for Temple Station options. Develop design works at Temple Station and on Temple Place and coordinated with LU and other Projects such as Step Free Access and Exhibition space projects.
- 4.11 Develop strategy for the key construction joints in soffit that can meet key structural, buildability as well as aesthetic requirements; develop rules regarding layout of all soffit welded splices in the copper nickel and bonded plate, ensuring both aesthetic requirements as well as minimisation of wasted plate is achieved.
- 4.12 Undertake the following in relation to bridge piers:
- A 3D mathematical model of the area around the 3 pier scenarios:
 - Smooth pier as the control;
 - Pier as detailed in the planning submission;
 - Pier as revised to try and reduce the level of turbulence around the pier;
 - Produce a design for scour protection and a specification for the maritime works including requirement for ship impact resilience.
- 4.13 Revisit the existing navigation study and where necessary advise the Client on changes that are required to relocate Crown River Cruises.
- 4.14 Prepare designs and specifications for all utilities requirements including outfalls, drainage outlets and details, ramp diversions and secure utility supplies.
- 4.15 Undertake road safety audits in accordance with the requirements of the highway authorities.

- 4.16 Carry out BREEAM pre-assessment with the aim of achieving BREEAM "very good" certification for the South Landing Building

Consents

- 4.17 Except where these are the responsibility of the Construction Contractor make and negotiate building and fire regulation approvals and all other statutory approvals. Revise and resubmit as necessary for approval. Provide assistance in connection with appeals.
- 4.18 Except where these are the responsibility of the Construction Contractor make and negotiate all other applications, approvals and agreements necessary for the Project such as those for licences, land dedications, highways agreements and incoming services with ground landlords, adjoining owners, public authorities, public utility companies, licensing authorities, financing bodies and others.

5 Tendering Construction Contract

- 5.1 Provide Employers Requirements for the Project based on the design provided under paragraph 4 so that the selected contractor can provide lump sum prices against each element and from which it can produce production, manufacturing and installation drawings. Carry out cross checks as necessary.
- 5.2 Prepare Employers Requirements for materials and workmanship so that all of the work comprising the Project is included in the Contract and all the information necessary to enable the Construction Contract to be placed is complete.
- 5.3 Advise on any special measures, precautions or conditions necessary to protect the integrity of the Project.
- 5.4 Provide sketch studies and advice on garden design identifying the costs, inspection and supervision of any such items.
- 5.5 Agree the final Construction Contract placing report and documentation and sign off with the Client prior to the Client entering into contract.
- 5.6 Assist the Construction Contractor to prepare the quality management procedure for the work by the Construction Contractor. This should address their design and implementation. In relation to the implementation the procedure should include measures for both off on and site works and involve the identification of samples, mock ups, benchmark standards and inspection regimes as the works progress with the intention of preventing non conformities.

6 Construction Services

- 6.1 Supply instructions, approvals, drawings, details and other information to the Construction Contractor as required by the provisions of the Construction Contract.
- 6.2 Provide computerised data in the agreed format which includes the Employers Requirements documentation showing the Consultant's information produced for the Project amended to incorporate all instructions issued to the Construction Contractor. In addition, provide a paper copy of these drawings. Assist the Client's technical author in producing the Project's Operation and Maintenance Manuals by commenting upon the correctness of manuals produced by the Construction Contractor with regard to compliance with the Construction Contract and the as built situation. Advise the Client on the completeness of the comprehensive document.
- 6.3 Inspect and advise on the compliance of off-site goods and materials with the terms of the Construction Contract. Emphasis should be placed on the principle of ensuring compliance of components off-site prior to delivery of the Project.

- 6.4 Make regular visits to the Site, at least once weekly, inspect the progress and quality of the structural work being executed by the Construction Contractor. Assist the "Engineer" in the resolution of queries. If defects are discovered, inspect the taking down, removal and re-execution of such work in accordance with the Construction Contract.
- 6.5 Provide resident site staff as agreed. Require such staff to collaborate with the Construction Contractor and to provide inspection of the works being executed on the Site to see that the Project is proceeding in accordance with the drawings and specifications.
- 6.6 Check drawings and other design information prepared by the Construction Contractor in respect of the Project and any temporary works' design to see that it complies with the Employers Requirements, identified design risk assessments and with the Construction Contract and integrate such design with the design of the Project.
- 6.7 Approve samples, mock-ups and benchmarks required by the quality management procedures for the Project.
- 6.8 Comment to the "Engineer" when the works required to allow the taking-over of any part of the Project have been completed. Prepare defect lists as may be required to enable the "Engineer" to issue the same to the Construction Contractor. Comment on the making good of all defects which have been identified.
- 6.9 Witness the testing and commissioning of the Project.
- 6.10 Advise the Client generally on maintenance.

Part E: Planting Contractor

- 1 Research work for the production of Landscape Management Plan (LMP) including meetings with Kensington roof garden, Royal Horticultural Society, Parks Trust (in liaison with Dan Pearson Studio).
- 2 Input to procurement route for soft landscape contract including plant procurement and interface with Construction Contractor.
- 3 Input to selection of landscape contractors including preparation for bilaterals, attendance and reporting recommendations to the Client.
- 4 Tender action including reporting and recommendations.
- 5 Integrate hard landscape design with bridge design in the Employers Requirements.
- 6 Coordinate hard landscape, soft landscape, soil design and irrigation design in the Employers Requirements.
- 7 Review and coordination of soft landscape package for tender.
- 8 Finalise hard landscape Employers Requirements.
- 9 Liaison with manufacturers, discussion of specification requirements to finalise Employers Requirements.
- 10 Provide and review Construction Contractor samples and mock ups of hard landscape components to provide as constructed standards for the works;
- 11 Attending any necessary meetings/factory visits with the Construction Contractor and manufacturers.
- 12 Finalise Employers Requirements for soil build-up (in liaison with soil specialist).

- 13 Finalise Employers Requirements for irrigation (in liaison with Irrigation specialist.
- 14 Produce:
 - Landscape Management Plan (LMP);
 - Tender package for planting contractor including plant procurement element (assumes that this will be the agreed procurement route planning schedules any soft landscape specification and feature trees;
 - The Employer's Requirements for hard landscape, soil and irrigation works;
 - Hard landscape design and specifications as required in the Employers Requirements.

Part F: Health and Safety Services

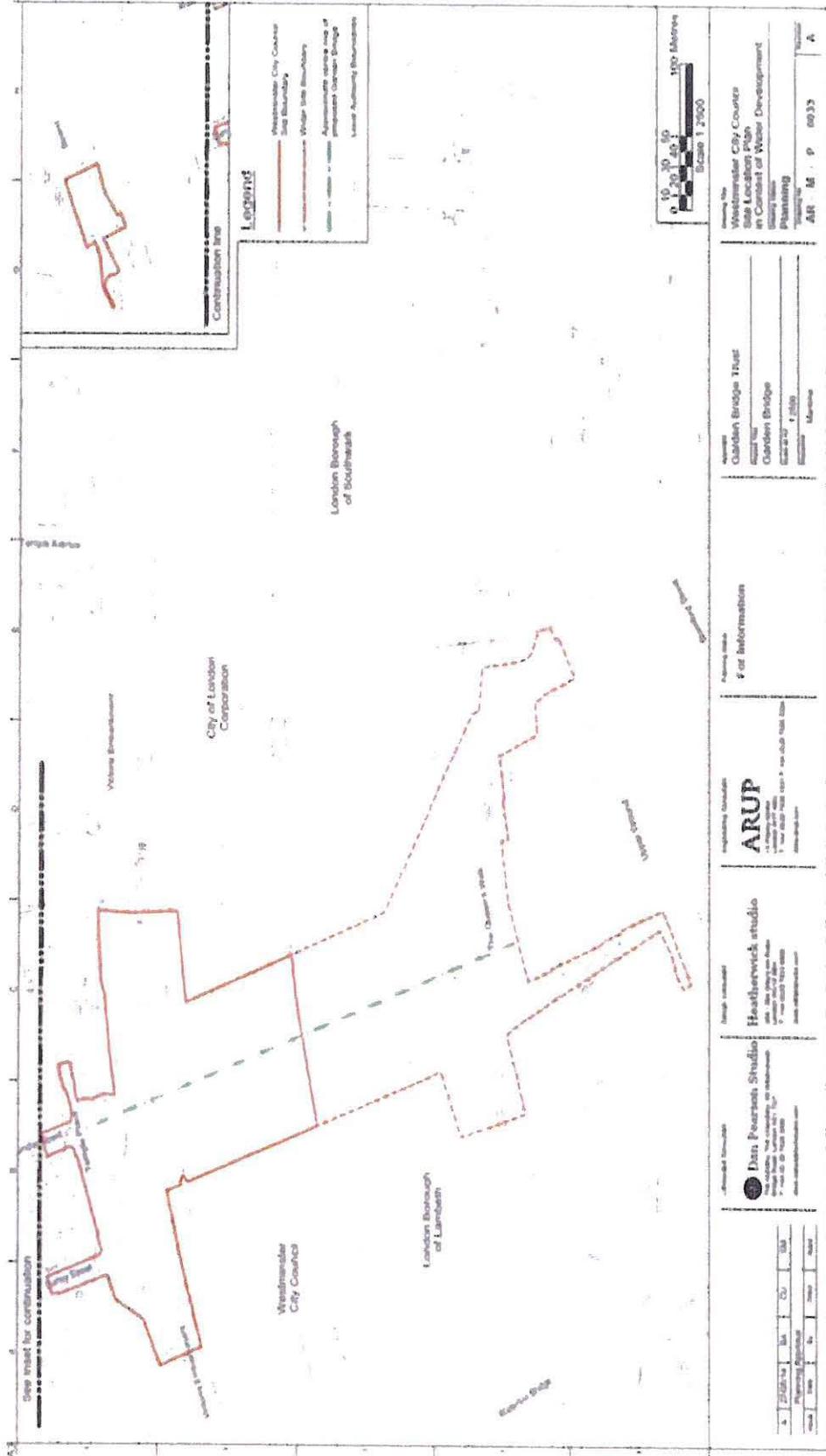
Perform all the duties of a "designer" and a "CDM Co-ordinator"/"principal designer" under the Construction (Design and Management) Regulations 2007 and 2015 when in force (the "CDM Regulations") including:

- 1 Prepare or modify any design, taking into account the general principles of prevention and any pre-construction information to eliminate, so far as is reasonably practicable, foreseeable risks to the health and safety of those carrying out construction work or liable to be affected by it and to those maintaining, or cleaning any part of, the structure or using it as a workplace.
- 2 If it is not possible to eliminate risk, so far as is reasonably practicable, take steps to reduce and control the risks through the subsequent design process and ensure appropriate information is provided in the pre-construction information and included in the health and safety file;
- 3 Provide adequate information about any significant risks associated with the design.
- 4 Inform and advise the Client of their duties under the CDM Regulations. Give suitable and sufficient advice to the Client as to all the measures the Client needs to take in order for the Client to comply with its obligations under the CDM Regulations.
- 5 Assist the Client to identify and collect the pre-construction information for the Project in accordance with the CDM Regulations and provide such of it as is relevant to them and the "principal contractor".
- 6 Collect information for inclusion in the health and safety file(s) and prepare and/or update such file(s).
- 7 Plan, manage and monitor the co-ordination of the design process during the pre-construction phase (as that term is defined in the CDM Regulations) to influence health and safety outcomes, including ensuring co-operation between all persons concerned in the Project and the application of the general principles of prevention.
- 8 Ensure that suitable arrangements are made and implemented for the co-ordination of health and safety measures during planning and preparation for the construction phase, including facilitating co-operation and co-ordination between all persons concerned in the Project and the application of the statutory principles of prevention.
- 9 Ensure that all designers comply with their duties under regulations 9 and 10 of the CDM Regulations.
- 10 Establish a programme and procedures for reporting, management of changes and design co-ordination of health and safety matters.

- 11 Co-ordinate, oversee, review, monitor, comment on and suggest improvements to all health and safety aspects of the design and planning of the Project.
- 12 Liaise with the Construction Contractor with regard to the sharing of design information relevant to the planning, management and monitoring of the construction phase thereby ensuring co-ordination of design matters that impact on health and safety during the construction phase.
- 13 Ensure co-operation during the construction phase in relation to any design or change to a design.

APPENDIX 2
Site Plan, Brief and Programme

SITE PLAN



32583593.10

BRIEF

Introduction

The Garden Bridge will be a new public garden planted on a purpose built bridge over the River Thames that will link Temple Underground Station to the South Bank. The new bridge is intended to serve a dual function as both a new means for pedestrians to cross the river, and as a destination in its own right. The garden has been designed as a place to dwell and enjoy the unique views of the London riverscape and skyline that this new structure will provide. The geometry of the bridge facilitates this by providing numerous intimate landings, jutting out over the river like multiple ship bows. The garden itself will include trees, shrubs and plants laid out in a series of landscapes, enriching London's ecological diversity.

Location

The bridge is located in central London connecting Temple Underground Station on the north bank to The Queen's Walk directly adjacent to the ITV studios of the South Bank.

Arriving from the north, people will be able to use either a ramp or steps from an enhanced Temple Place to reach an area of public open space on the refurbished Temple Station roof. From there lifts or steps will take people up to the bridge deck.

Approaching the south bank, stairs will take people from the bridge deck down to a platform of open space on top of a new building. At each end of the platform there will be stairs to ground level. Lifts will also provide access between the bridge deck and The Queen's Walk. The new building has been designed to enable a range of uses principally related to the operation and maintenance of the bridge.

The Concept

The Garden Bridge was conceived as two large planters emanating from the river at pier locations and springing out above the water. The planters spread until they meet at the middle of the river and overhang the river banks on the north and south.

The resulting bridge is one with a varying width of deck, widest at the pier locations and narrowest at both ends and at mid-span.

Planting and Landscape

The garden planting concept emanates from the same organic geometry as the bridge elevation. The height of planting reflects the depth of the planter and hence is tallest over the piers and reduces towards the centre of the bridge and landings.

A series of five landscape characters inform the planting design; Pioneer, Wild Glade, Scarp, Cultivated Glade and Leafy. These have been suggested by the varying climactic conditions along the length of the bridge as well as the horticultural history of each bank of the River Thames where the bridge lands.

Approximately 50% of the deck area consists of hard landscape with the remaining 50% planted.

In order to achieve the best possible planting conditions the soil is as continuous as possible across the bridge, with only a single break at mid-span.

The total depth from soil deck to upper surface varies from 2m directly above the piers to 0.5m at the bridge perimeter. The soil build-up consists of free-draining gravels directly over a stainless steel deck, above which sits a layer of compacted sand. In zones of hard landscape this compacted sand forms the sub base for the paths; in planted zones there are layers of sub soil and top soil above the sand.

The hard landscape consists of the primary walkways across the bridge, which are in clay bricks, and secondary garden paths and perimeter balcony zones which are in precast concrete pavers.

BRIEF CONTINUED

Geometry

A series of rules based on a radial grid are used to create the precise planter geometry. These rules include parameters that control the structural depth, the deck slope, the varying bridge width as well as the elevation profile and river clearances.

Each planter comprises a set of radial slices or wedges each of which has a single-curvature soffit.

The resulting compound soffit is thus a pleated form of planar and single curvature segments.

The resulting deck has a serrated edge. This becomes an important element of the garden layout allowing human-scale intimate balcony spaces along the length of the bridge perimeter.

Materials

The choice of materials for the bridge and hard landscape is guided by the requirement for low maintenance and robustness of use over the 120 year design life and heavy usage.

Aesthetically the materials and the design take influences from gardens as well as from maritime vessels.

In particular the soffit of the bridge is a single material from water level up to deck edge and was conceived as a warm metallic material with natural patination that needs no on-going maintenance.

Engineering

The key requirements resulting from the above described project objectives and architectural concept include:

1. deep and continuous soil to allow for a robust garden planting which includes tall trees;
2. all materials and design details to be chosen to achieve minimum maintenance over the 120 year bridge design life; and
3. an aesthetic requirement for warm "bronze like" metallic soffit with the same material from low tide level up to the bridge deck.

Items 2 and 3 above result in the choice of 90-10 Copper Nickel alloy both in solid plate form in the piers and as bonded plate in the superstructure soffit. This standard alloy is described further below.

The architectural concept results naturally in a form that has maximum structural depth at the piers, decreasing radially away from the piers in all directions. This balanced-cantilever structural form concentrates the load at the pier locations and achieves the desire for minimal connection at the centre of the bridge and light loading at the north and south landings. The deep soil requirement also means that the permanent loads dominate the loading.

Procurement

Procurement of a construction contractor will be undertaken in a staged process. The Garden Bridge Trust is not subject to the EU Procurement Directive but will apply the principles of good practice to the procurement process. The aim of the procurement process will be to appoint a Design and Build Contractor on the basis of a lump-sum price for delivery of the detailed design and construction of the Garden Bridge. The stages will be as follows:

Prequalification

The prequalification prospectus will invite organisations who meet certain minimum qualifying criteria to submit a prequalification questionnaire.

Minimum qualifying criteria will include:

- experience of bridge construction on a project of at least £50m construction cost;

- experience of working on cross-waterway bridge construction; and
- experience of working on architecturally significant structures.

The prequalification questionnaire will require a limited submission in relation to the capacity and capability of organisations, together with details about the organisation. The questionnaire responses will be evaluated by the Trust and up to four organisations will be selected for participation in the two-stage tender process.

Preliminary Bid Stage

In the preliminary bid stage of the tender process tenderers will be invited to submit their outline proposals for the delivery of the design and construction of the Garden Bridge. Proposals will address matters such as:

- Health and Safety;
- Logistics;
- Programme;
- Maintaining aesthetic integrity;
- Team structure and individual experience;
- Waterway working;
- Subcontractors and supplier relationships;
- Quality control; and
- Pricing framework.

The Trust will assess the responses together with the outcome of selection interviews, and will select one tenderer who will be invited to participate in the final bid stage.

Final Bid Stage

During the final bid stage of the tender process, the selected tenderer will be invited to develop the details of their proposals for the delivery of the project, including developing the concept design produced by the Trust's advisors and which will be provided to tenderers. The purpose of this development will be to enable tenderers to submit a lump-sum price for design and construction of the Garden Bridge. Awards of the contract will be on the basis of compliance of the tenderer's proposals with the Trust's requirements, the proposed means of delivery together with the lump sum price submitted.

It is the intention of the Trust to enter into a construction contract directly with the successful contractor. The outline terms of the contract will be provided in the prequalification prospectus. It is anticipated that the contract will be based upon a FIDIC standard form.

Procurement of the landscape planting, including plants but excluding the soil, will be the subject of a separate procurement exercise.

Construction

Detailed design and construction will be the responsibility of the appointed contractor. Administration of the construction contract will be undertaken by the Trust's advisors, as the Engineer under the FIDIC contract.

PROGRAMME

APPENDIX 3
Fee and Payment Schedule

Projected Budget

	Til Agreement	GBT Agreement from 01 April 2015			
	VOW Dat 31 Mar 15	1 April - 30 Sept 15 (lump sum)	1 Oct 15 - 29 Feb 16 (time basis)	1 Mar 16 - 31 Dec 18 (time basis)	Total GBT
Clients Agent/Engineer/Team				£5,412,962	
LU Stage 2 up to Contract Award				£190,207	
LU Stage 2 Construction (At Up fees)				£300,000	
Party Wall Notices				£80,148	
Additional works for stakeholders				£80,000	
TOTAL	£8,414,380	£4,014,366	£941,081	£6,063,317	£11,018,764

Projected Cashflow - 1 March 2016 to 31 Dec 2018

2016:

Mar-2016	Apr-2016	May-2016	Jun-2016	Jul-2016	Aug-2016	Sep-2016	Oct-2016	Nov-2016	Dec-2016
<u>£287,437</u>	<u>£280,247</u>	<u>£280,247</u>	<u>£280,187</u>	<u>£201,921</u>	<u>£185,892</u>	<u>£175,892</u>	<u>£177,203</u>	<u>£170,892</u>	<u>£170,892</u>

2017:

Jan-2017	Feb-2017	Mar-2017	Apr-2017	May-2017	Jun-2017	Jul-2017	Aug-2017	Sep-2017	Oct-2017	Nov-2017	Dec-2017
<u>£166,809</u>	<u>£160,892</u>	<u>£186,551</u>	<u>£198,505</u>	<u>£181,493</u>	<u>£172,782</u>	<u>£180,109</u>	<u>£177,046</u>	<u>£191,061</u>	<u>£172,801</u>	<u>£174,981</u>	<u>£165,140</u>

2018:

Jan-2018	Feb-2018	Mar-2018	Apr-2018	May-2018	Jun-2018	Jul-2018	Aug-2018	Sep-2018	Oct-2018	Nov-2018	Dec-2018
£138,655	£138,655	£140,395	£142,139	£162,761	£101,732	£150,000	£150,000	£150,000	£150,000	£150,000	£150,000

Time Based Rates

GBT Rates 1 April 2016 – 31 March 2016

	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8	Band 9	Band 10	Band 11	Band 12
Director	£1,139.65	£1,260.40	£1,305.25	£1,328.25	£1,380.00	£1,437.50	£1,518.00	£1,610.00	£1,667.50	£3,105.00	£1,840.00	
Principal Consultant	£747.50	£747.50	£747.50	£747.50	£1,104.00	£1,104.00	£1,104.00		£1,150.00	£1,725.00	£984.40	
Senior Consultant	£632.50	£632.50	£632.50	£632.50	£862.50	£874.00	£862.50		£1,000.50	£1,242.00	£736.00	£816.50
Consultant	£552.00	£552.00	£552.00	£621.00	£644.00	£632.50	£644.00		£552.00	£690.00	£612.95	
Junior Consultant	£402.50	£402.50	£402.50	£402.50	£488.75	£402.50	£488.75		£0.00	£517.50	£478.40	
Technician										£414.00		
Studio Support										£276.00		

Notes:

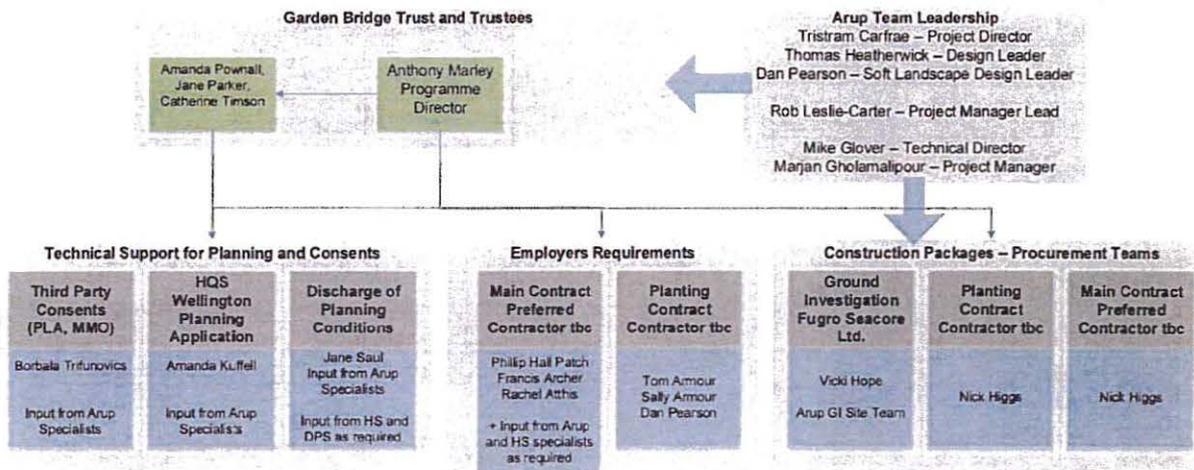
- Time based rates will be used for rates will be subject to an annual increase of CPI + 3%, on 1 April each year commencing 1 April 2016, to cover actual cost increases.
- Monthly valuations will be submitted on the first day of each calendar month or the first working day thereafter.

Time Based Rate Bands

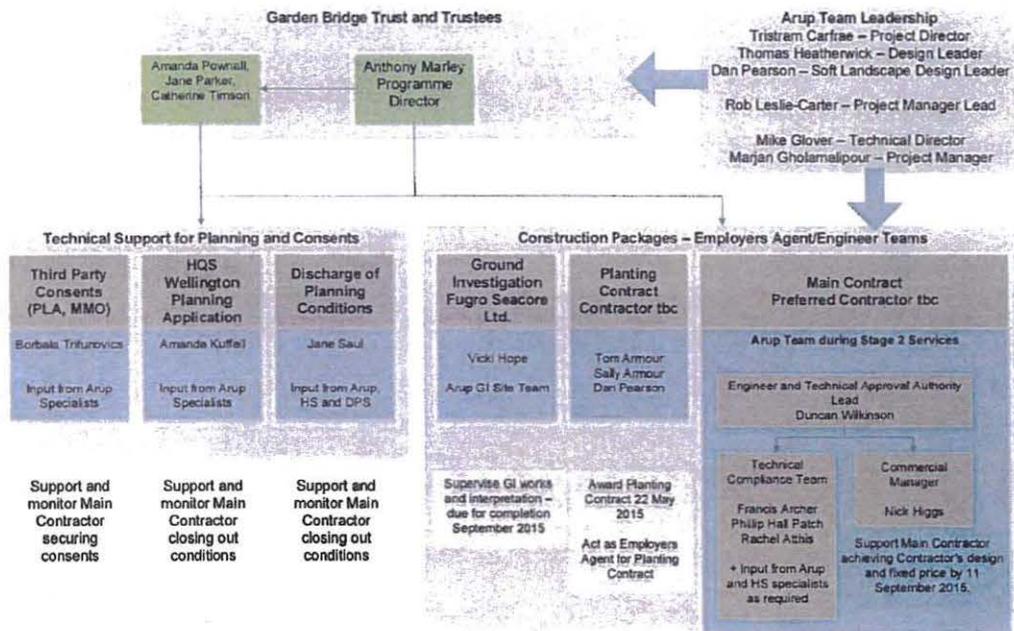
Discipline	TfL Band
Structural Engineering	Band 1
Geotechnical	Band 1
Security	Band 1
Lighting	Band 1
BREEAM	Band 1
Vertical Transport	Band 1
Utilities	Band 1
Fire	Band 1
Accessibility	Band 1
Environmental	Band 2
Maritime	Band 2
Transport	Band 3
Project Management	Band 4
Cost Management	Band 4
Materials Technology	Band 5
Façade	Band 5
Building Performance (Lightning)	Band 5
Forensic	Band 6
MEP	Band 6
Acoustics	Band 6

Discipline	TfL Band
Landscape Engineering (Arup)	Band 7
Visualisation	Band 7
Graphic Design	Band 7
Architecture	Band 7
Business Case	Band 7
Architectural Review	Band 8
CDMC	Band 9
Contract Administration	Band 9
Procurement	Band 9
Heatherwick Studio	Band 10
Dan Pearson Studio	Band 11
GBT	Band 12
Heritage	Band 2
Irrigation	Band 7
Aquatic-Ecology	Band 2
Soil Specialist	Band 7

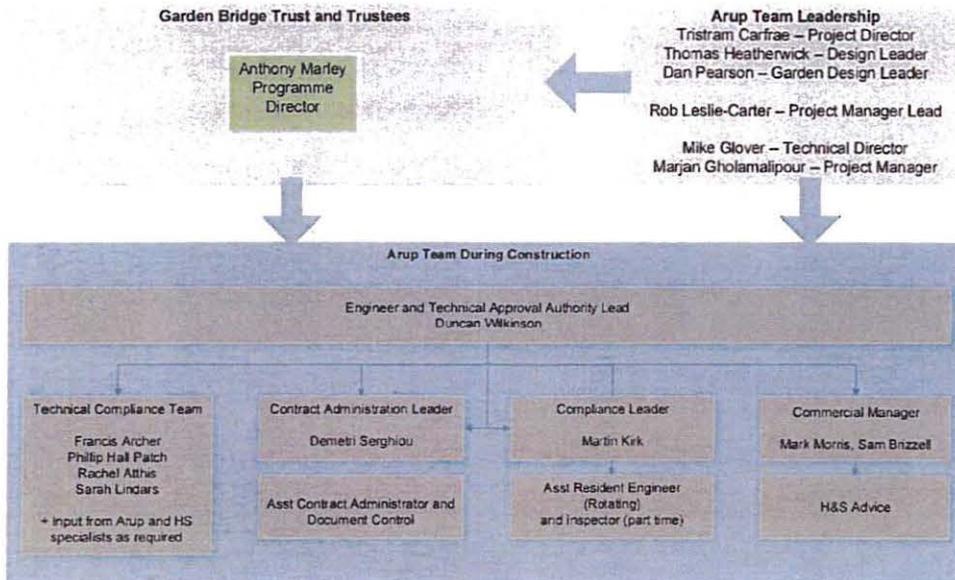
Supporting Information - Team Structure to April 2015



Supporting Information – (Stage 1) Pre-Construction Team Structure May 2015 to April 2016



Supporting Information – Construction Stage Team Structure May 2016 to Completion



APPENDIX 4

Collateral Warranties

PART 1 GLA COLLATERAL WARRANTY

THIS DEED is made on 2016

BETWEEN:

- (1) **THE GREATER LONDON AUTHORITY** of City Hall, The Queen's Walk, London SE1 2AA (the "**Beneficiary**");
- (2) **OVE ARUP & PARTNERS LIMITED** (company number 01312453) whose registered office is at 13 Fitzroy Street, London W1T 4BQ (the "**Consultant**"); and
- (3) **GARDEN BRIDGE TRUST** (a company limited by guarantee) (company number 8755461) whose registered office is at 50 Broadway, London SW1H 0BL (the "**Employer**") which expression shall include its successors in title and assigns;

WHEREAS:

- (A) By an appointment dated _____ (the "**Appointment**"), the Employer appointed the Consultant to provide multi-disciplinary services (as more fully described in the Appointment) in relation to the Garden Bridge Project (the "**Works**").
- (B) The Beneficiary has entered into an agreement with the Employer ("the **Agreement**") under which the Beneficiary has agreed to guarantee the Employer's obligations relating to the maintenance of the Works to the relevant local planning authorities.

NOW IT IS AGREED:

- 1 Terms and expressions defined in the Appointment shall where the context so permits have the same meanings for all of the purposes of this Deed.
- 2 The Consultant warrants to the Beneficiary that he has complied and will continue to comply with all the terms of the Appointment and in particular, but without limitation, that he has exercised and will continue to exercise all the reasonable skill, care and diligence required by the Appointment in the performance of the Services. In the event of any breach of this warranty:
 - 2.1 The Consultant shall be entitled in any action or proceedings by the Beneficiary to rely on any limitation in the Appointment and to raise the equivalent rights in defence of liability (but excluding set-offs and counterclaims) as it would have had had the Beneficiary been named as joint Client under the Appointment but not for the avoidance of doubt a defence that the Client has not suffered the same or any losses as the Beneficiary;
 - 2.2 The liability of the Consultant under or pursuant to this clause 2 shall not be released or diminished by the appointment of any person by the Beneficiary to carry out any independent enquiry into any relevant matter, or by any approval given by or on behalf of the Beneficiary.

- 3 Without prejudice to the generality of Clause 2 of this Deed, the Consultant hereby undertakes to the Beneficiary that it has not specified and will not specify for use in the Project any materials which at the time of specification or use are generally considered by construction industry professionals as:
- (a) being deleterious (as defined in the Appointment) in themselves;
 - (b) becoming deleterious when used in a particular situation or in combination with other materials;
 - (c) becoming deleterious without a level of maintenance which is higher than that which would normally be expected in a building of comparable type; or
 - (d) being damaged by or causing damage to the structure in which they are incorporated or to which they are affixed.
- 4 Save as provided in clause 7 the Beneficiary has no authority to issue any direction or instruction to the Consultant in relation to the Consultant's duties under the Appointment.
- 5 The Consultant shall maintain professional indemnity insurance in the amount of not less than £10,000,000 for any one occurrence or series of occurrences arising out of any one event (and in the aggregate in respect of contamination and/or pollution) and shall maintain such insurance for a period of 12 years from the date of completion of the Project under the Construction Contract provided that such insurance is available in the market at commercially reasonable rates.. As and when it is reasonably requested to do so by the Beneficiary, the Consultant shall produce for inspection documentary evidence that its professional indemnity insurance has been maintained. The Consultant shall immediately notify the Beneficiary if such insurance ceases to be available at commercially reasonable rates.
- 6.1 To the extent that the intellectual property rights (including, but not limited to, any background IPR) in any and all documents, items of information, data, reports, drawings, specifications, plans, software, designs, inventions and any other materials provided by or on behalf of the Consultant in connection with the Project (whether in existence or to be made) ("Documents") have not already vested in the Client or a third party, the Consultant grants to the Beneficiary an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any and all Documents and all amendments and additions to them and any works, designs or inventions of the Consultant incorporated or referred to in them for the following purposes:
- (a) understanding the Project;
 - (b) operating, maintaining, repairing, modifying, altering, enhancing, re-figuring, correcting and replacing the Project, including, without limitation, any equipment or plant and materials forming part of the Project;
 - (c) extending, interfacing with, integrating with, connection into and adjusting the Project and/or the works of others;
 - (d) enabling the Beneficiary to carry out the operation, maintenance, repair, renewal and enhancement of the Project;
 - (e) enabling the Beneficiary to perform his function and duties as infrastructure manager and operator of the Project;

- (f) executing or completing the Project; and
- (g) designing, testing and commissioning the Project

provided always that the Contractor shall not be liable for the consequences of any use of the Documents as aforesaid for any purpose other than those for which they were created. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties without the prior consent of the Contractor.

- 6.2 If called upon to do so by the Beneficiary, and subject to the Beneficiary paying the Consultant's reasonable copying charges the Consultant shall provide the Beneficiary with such information relating to the Project as the Beneficiary may reasonably require including without limitation, copies of and extracts from the documents prepared or provided by the Consultant for the purposes of the Project provided that neither the provision of such information nor any inspection of the Project by the Beneficiary or its agents nor the approval by the Beneficiary or its agents of any material shall limit or discharge, or be deemed to limit or discharge the obligations of the Consultant under the Appointment or relieve the Consultant from any liability which it has in relation to the Project.
- 7.1 The Consultant agrees that, in the event of the termination of the Agreement by the Beneficiary or a step-in trigger event thereunder, the Consultant will, if so required by notice in writing given by the Beneficiary which complies with clause 7.3, accept the Beneficiary in all respects as if it had been named as a party to the Deed in lieu of the Client and, without prejudice to the generality of the above, will accept the instructions of the Beneficiary or its appointee to the exclusion of the Client in respect of the Project upon the terms and conditions of the Deed. The Client acknowledges that the Consultant shall be entitled to rely on a notice given to the Consultant by the Beneficiary under this clause 7.1 as conclusive evidence for the purposes of the Deed of the termination of the Agreement or occurrence of a step-in trigger event (as applicable).
- 7.2 The Consultant further agrees that it will not without first giving the Beneficiary not less than twenty one day's notice in writing exercise any right it may have to terminate the Deed or to treat the same as having been repudiated by the Client or to discontinue the performance of any duties to be performed by the Consultant pursuant to it. The Consultant's right to terminate the Deed or treat the same as having been repudiated or discontinue performance shall cease if, within such period of notice, the Beneficiary shall give notice in writing to the Consultant, which complies with clause 7.3, requiring the Consultant to accept the instructions of the Beneficiary or its appointee to the exclusion of the Client in respect of the Project upon the terms and conditions of the Deed. Upon receipt of such notice the Consultant will accept the Beneficiary in all respects as if it had been named as a party to the Deed in lieu of the Client.
- 7.3 Any notice given by the Beneficiary under clauses 7.1 or 7.2 shall include the following:
- (a) an undertaking by the Beneficiary to be bound by all the obligations, and to meet all the liabilities of the Client under the Deed;
 - (b) an undertaking by the Beneficiary to discharge on or before the expiry of a further period of 15 working days all payments due and payable to the Consultant under the Deed and which shall then remain outstanding.
- 7.4 The Beneficiary has no liability to the Consultant in respect of the Fee and other amounts due under the Deed unless and until the Beneficiary has given notice under clause 7.
- 7.5 Where the Consultant has given rights in relation to the Appointment similar to those contained in this clause 7 to London Underground Limited, then if both the Beneficiary and London Underground Limited serve a step-in notice, or its equivalent, the Consultant shall

be entitled to give priority to the first notice it receives, unless the Beneficiary and London Underground Limited jointly inform the Consultant (within the period for serving such notice) that one or other of them shall take priority.

- 8 The benefit of this Deed may be assigned by the Beneficiary:
- 8.1 twice without the consent of the Consultant being required to any person acquiring an interest in the Project;
- 8.2 without counting towards the two permitted assignments referred to at clause 8.1, to any member of the GLA Group (meaning any subsidiaries of the Greater London Authority).

Any further assignment shall be subject to the prior written consent of the Consultant such consent not to be unreasonably withheld or delayed.

- 9 No action or proceedings for any breach of this Deed shall be commenced against the Consultant after the expiry of 12 years from the date of issue of the Taking-over Certificate the Project for the purposes of the Construction Contracts.
- 10 Any notice to be given by the Consultant hereunder shall be deemed to be duly given if it is delivered by hand or sent by recorded delivery to the Beneficiary at its registered office and any notice to be given by the Beneficiary hereunder shall be deemed to be duly given if it is addressed to the managing director/senior partner and delivered by hand at or sent by recorded delivery to the above mentioned address of the Consultant or other business address of the Beneficiary for the time being and in the case of any such notices sent by recorded delivery, the same shall be deemed to have been received 48 hours after being posted.
- 11 The Courts of England and Wales shall have jurisdiction over any dispute or difference arising out of or in connection with this Deed (including any disputes relating to non-contractual obligations related to the Contract or this Deed). The Law of England and Wales shall be the proper law of this Deed.
- 12 Nothing in this Deed confers or is intended to confer on any third party any benefit or the right to enforce any term of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS whereof this Deed has been executed and unconditionally delivered as a Deed by the parties the day and year first above written.

SIGNED and DELIVERED as a)
DEED by **OVE ARUP & PARTNERS**)
LIMITED acting by:)

Director

Director/Secretary

EXECUTED as a **DEED** and)
delivered by)
for and on behalf of **GARDEN**)

BRIDGE TRUST in the)
presence of:)

Witness: Signature:
 Name:
 Address:

 Occupation:

THE COMMON SEAL of)
THE GREATER LONDON AUTHORITY)
was hereto affixed to this **DEED** in the)
presence of:)

Authorised signatory

**PART 2
LUL COLLATERAL WARRANTY**

THIS DEED is made on 2016

BETWEEN:

- (1) **LONDON UNDERGROUND LIMITED** (registered number 01900907) whose registered office is at Windsor House, 42-50 Victoria Street, London SW1H 0TL (the "**Beneficiary**");
- (2) **OVE ARUP & PARTNERS LIMITED** (company number 01312453) whose registered office is at 13 Fitzroy Street, London W1T 4BQ (the "**Consultant**"); and
- (3) **GARDEN BRIDGE TRUST** (a company limited by guarantee) (company number 8755461) whose registered office is at 50 Broadway, London SW1H 0BL (the "**Employer**") which expression shall include its successors in title and assigns;

WHEREAS:

- (A) By an appointment dated _____ (the "**Appointment**"), the Employer appointed the Consultant to provide multi-disciplinary services (as more fully described in the Appointment) in relation to the Garden Bridge Project (the "**Works**").
- (B) The Beneficiary is the owner and operator of the London Underground railway network, and owns the freehold of Temple Underground Station. As part of the Works, works will be carried out on and around Temple Underground Station, and following completion of the Works, the Beneficiary has agreed to grant a lease to the Employer over part of the freehold premises which it owns (and over which part of the Works will be located). The Beneficiary and the Employer have entered into an agreement to govern the Employer's obligations in relation to the design and methods of working and carrying out of the Works ("**the Agreement**").

NOW IT IS AGREED:

- 1 Terms and expressions defined in the Appointment shall where the context so permits have the same meanings for all of the purposes of this Deed.
- 2 The Consultant warrants to the Beneficiary that he has complied and will continue to comply with all the terms of the Appointment and in particular, but without limitation, that he has exercised and will continue to exercise all the reasonable skill, care and diligence required by the Appointment in the performance of the Services. In the event of any breach of this warranty:
 - 2.1 The Consultant shall be entitled in any action or proceedings by the Beneficiary to rely on any limitation in the Appointment and to raise the equivalent rights in defence of liability (but excluding set-offs and counterclaims) as it would have had had the Beneficiary been named as joint Client under the Appointment but not for the avoidance of doubt a defence that the Client has not suffered the same or any losses as the Beneficiary;
 - 2.2 The liability of the Consultant under or pursuant to this clause 2 shall not be released or diminished by the appointment of any person by the Beneficiary to carry out any

independent enquiry into any relevant matter, or by any approval given by or on behalf of the Beneficiary.

- 3 Without prejudice to the generality of Clause 2 of this Deed, the Consultant hereby undertakes to the Beneficiary that it has not specified and will not specify for use in the Project any materials which at the time of specification or use are generally considered by construction industry professionals as:
 - (a) being deleterious (as defined in the Appointment) in themselves;
 - (b) becoming deleterious when used in a particular situation or in combination with other materials;
 - (c) becoming deleterious without a level of maintenance which is higher than that which would normally be expected in a building of comparable type; or
 - (d) being damaged by or causing damage to the structure in which they are incorporated or to which they are affixed.
- 4 Save as provided in clause 7 and paragraph C 2.17 and 2.18 of Appendix 1 of the Appointment the Beneficiary has no authority to issue any direction or instruction to the Consultant in relation to the Consultant's duties under the Appointment.
- 5 The Consultant shall maintain professional indemnity insurance in the amount of not less than £10,000,000 for any one occurrence or series of occurrences arising out of any one event (and in the aggregate in respect of contamination and/or pollution) and shall maintain such insurance for a period of 12 years from the date of completion of the Project under the Construction Contract provided that such insurance is available in the market at commercially reasonable rates.. As and when it is reasonably requested to do so by the Beneficiary, the Consultant shall produce for inspection documentary evidence that its professional indemnity insurance has been maintained. The Consultant shall immediately notify the Beneficiary if such insurance ceases to be available at commercially reasonable rates.
- 6.1 To the extent that the intellectual property rights (including, but not limited to, any background IPR) in any and all documents, items of information, data, reports, drawings, specifications, plans, software, designs, inventions and any other materials provided by or on behalf of the Consultant in connection with the Project (whether in existence or to be made) ("Documents") have not already vested in the Client or a third party, the Consultant grants to the Beneficiary an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any and all Documents and all amendments and additions to them and any works, designs or inventions of the Consultant incorporated or referred to in them for the following purposes:
 - (a) understanding the Project;
 - (b) operating, maintaining, repairing, modifying, altering, enhancing, re-figuring, correcting and replacing the Project, including, without limitation, any equipment or plant and materials forming part of the Project;
 - (c) extending, interfacing with, integrating with, connection into and adjusting the Project and/or the works of others;
 - (d) enabling the Beneficiary to carry out the operation, maintenance, repair, renewal and enhancement of the underground network;

- (e) enabling the Beneficiary to perform his function and duties as infrastructure manager and operator of the underground network;
- (f) executing or completing the Project; and
- (g) designing, testing and commissioning the Project

provided always that the Contractor shall not be liable for the consequences of any use of the Documents as aforesaid for any purpose other than those for which they were created. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties without the prior consent of the Contractor.

- 6.2 If called upon to do so by the Beneficiary, and subject to the Beneficiary paying the Consultant's reasonable copying charges the Consultant shall provide the Beneficiary with such information relating to the Project as the Beneficiary may reasonably require including without limitation, copies of and extracts from the documents prepared or provided by the Consultant for the purposes of the Project provided that neither the provision of such information nor any inspection of the Project by the Beneficiary or its agents nor the approval by the Beneficiary or its agents of any material shall limit or discharge, or be deemed to limit or discharge the obligations of the Consultant under the Appointment or relieve the Consultant from any liability which it has in relation to the Project.
- 7.1 The Consultant agrees that, in the event of the termination of or an event of default under the Agreement by the Beneficiary, the Consultant will, if so required by notice in writing given by the Beneficiary which complies with clause 7.3, accept the Beneficiary in all respects as if it had been named as a party to the Deed in lieu of the Client and, without prejudice to the generality of the above, will accept the instructions of the Beneficiary or its appointee to the exclusion of the Client in respect of the Project upon the terms and conditions of the Deed. The Client acknowledges that the Consultant shall be entitled to rely on a notice given to the Consultant by the Beneficiary under this clause 7.1 as conclusive evidence for the purposes of this Deed of an event of default or the termination of the Agreement by the Beneficiary.
- 7.2 The Consultant further agrees that it will not without first giving the Beneficiary not less than twenty one day's notice in writing exercise any right it may have to terminate the Deed or to treat the same as having been repudiated by the Client or to discontinue the performance of any duties to be performed by the Consultant pursuant to it. The Consultant's right to terminate the Deed or treat the same as having been repudiated or discontinue performance shall cease if, within such period of notice, the Beneficiary shall give notice in writing to the Consultant, which complies with clause 7.3, requiring the Consultant to accept the instructions of the Beneficiary or its appointee to the exclusion of the Client in respect of the Project upon the terms and conditions of the Deed. Upon receipt of such notice the Consultant will accept the Beneficiary in all respects as if it had been named as a party to the Deed in lieu of the Client.
- 7.3 Any notice given by the Beneficiary under clauses 7.1 or 7.2 shall include the following:
- (a) an undertaking by the Beneficiary to be bound by all the obligations, and to meet all the liabilities of the Client under the Deed;
 - (b) an undertaking by the Beneficiary to discharge on or before the expiry of a further period of 15 working days all payments due and payable to the Consultant under the Deed and which shall then remain outstanding.
- 7.4 The Beneficiary has no liability to the Consultant in respect of the Fee and other amounts due under the Deed unless and until the Beneficiary has given notice under clause 7.

7.5 Where the Consultant has given rights in relation to the Contract similar to those contained in this clause 7 to the Greater London Authority, then if both the Beneficiary and the Greater London Authority serve a step-in notice, or its equivalent, the Consultant shall be entitled to give priority to the first notice it receives, unless the Beneficiary and the Greater London Authority jointly inform the Consultant (within the period for serving such notice) that one or other of them shall take priority.

8 The benefit of this Deed may be assigned by the Beneficiary:

8.1 twice without the consent of the Consultant being required to any person acquiring an interest in the Project;

8.2 without counting towards the two permitted assignments referred to at clause 8.1, to any member of the TfL Group (meaning Transport for London, a statutory body set up by the Greater London Authority Act 1999 and any of its subsidiaries and their subsidiaries).

Any further assignment shall be subject to the prior written consent of the Consultant such consent not to be unreasonably withheld or delayed.

9 No action or proceedings for any breach of this Deed shall be commenced against the Consultant after the expiry of 12 years from the date of issue of the Taking-over Certificate the Project for the purposes of the Building Contracts.

10 Any notice to be given by the Consultant hereunder shall be deemed to be duly given if it is delivered by hand or sent by recorded delivery to the Beneficiary at its registered office and any notice to be given by the Beneficiary hereunder shall be deemed to be duly given if it is addressed to the managing director/senior partner and delivered by hand at or sent by recorded delivery to the above mentioned address of the Consultant or other business address of the Beneficiary for the time being and in the case of any such notices sent by recorded delivery, the same shall be deemed to have been received 48 hours after being posted.

11 The Courts of England and Wales shall have jurisdiction over any dispute or difference arising out of or in connection with this Deed (including any disputes relating to non-contractual obligations related to the Contract or this Deed). The Law of England and Wales shall be the proper law of this Deed.

12 Nothing in this Deed confers or is intended to confer on any third party any benefit or the right to enforce any term of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS whereof this Deed has been executed and unconditionally delivered as a Deed by the parties the day and year first above written.

**SIGNED and DELIVERED as a)
DEED by OVE ARUP & PARTNERS)
LIMITED acting by:)**

Director

Director/Secretary

EXECUTED as a **DEED** and)
delivered by)
for and on behalf of **GARDEN**)
BRIDGE TRUST in the)
presence of:)

Witness: Signature:
 Name:
 Address:

 Occupation:

The **COMMON/CORPORATE SEAL** of
LONDON UNDERGROUND LIMITED
was affixed to this Deed in the presence of:

Signature of Authorised Signatory

Print name of Authorised Signatory

PART 3
ITV COLLATERAL WARRANTY

THIS DEED is made on [•] 2016

BETWEEN:

- (1) **ITV London Properties Limited** (Company Registration No. 112299) a company incorporated in Jersey whose registered address is at Ogier House, the Esplanade, St Helier, Jersey, JE4 9WG and **ITV Services Limited** (Company Registration No. 229607) whose registered address is at the London Television Centre Upper Ground London SE1 9LT (together the "**Beneficiary**");
- (2) **Ove Arup & Partners Limited** (Company Number 01312453) whose registered office is at 13 Fitzroy Street, London W1T 4BQ (the "**Consultant**").

WHEREAS:

- (A) By an appointment dated [•] (the "**Appointment**"), Garden Bridge Trust (the "**Client**") appointed the Consultant to provide the services (as more fully described in the Appointment) in relation to the Garden Bridge Project (the "**Works**") and inter alia, that the Consultant is to act as contract administrator in relation to the contract to carry out the ITV Works as (the "**ITV Works Contract**") and engineer in relation to the contract for the design and construction of the Garden Bridge Project (the "**Main Contract**")
- (B) The Beneficiary and the Client have entered into an agreement to govern the Client's obligations in relation to the design and methods of working and carrying out the Works insofar as the Works affect the Beneficiary (the "**Agreement**").

NOW IT IS AGREED:

- 1 Terms and expressions defined in the Appointment shall where the context so permits have the same meanings for all of the purposes of this Deed.
- 2 The Consultant warrants to the Beneficiary that he has complied and will continue to comply with all the terms of the Appointment and in particular, but without limitation, that he has exercised and will continue to exercise all the reasonable skill, care and diligence required by the Appointment in the performance of the Services. In the event of any breach of this warranty:
 - 2.1 The Consultant's liability shall be limited to that proportion of the Beneficiary's losses which it would be just and equitable to require the Consultant to pay having regard to the extent of the Consultant's responsibility for the same, and on the basis that the contractor under the Main Contract and the contractor under the ITV Works Contract shall be deemed to have provided contractual undertakings on terms no less onerous than this clause 2 to the

Beneficiary in respect of the performance of its obligation in connection with the Project and to be deemed to have paid to the Beneficiary such proportion which it would be just and equitable for it to pay having regard to the extent of their responsibility;

- 2.2 The Consultant shall be entitled in any action or proceedings by the Beneficiary to rely on any limitation in the Appointment and to raise the equivalent rights in defence of liability (but excluding set-offs and counterclaims) as it would have had had the Beneficiary been named as joint Client under the Appointment but not for the avoidance of doubt a defence that the Client has not suffered the same or any losses as the Beneficiary;
- 2.3 The liability of the Consultant under or pursuant to this clause 2 shall not be released or diminished by the appointment of any person by the Beneficiary to carry out any independent enquiry into any relevant matter, or by any approval given by or on behalf of the Beneficiary.
- 3 Without prejudice to the generality of Clause 2 of this Deed, the Consultant hereby undertakes to the Beneficiary that it has not specified and will not specify for use in the Project any materials which at the time of specification or use are generally considered by construction industry professionals as:
- (a) being deleterious (as defined in the Appointment) in themselves;
 - (b) becoming deleterious when used in a particular situation or in combination with other materials;
 - (c) becoming deleterious without a level of maintenance which is higher than that which would normally be expected in a building of comparable type; or
 - (d) being damaged by or causing damage to the structure in which they are incorporated or to which they are affixed.
- 4 Save as provided in clause 7 the Beneficiary has no authority to issue any direction or instruction to the Consultant in relation to the Consultant's duties under the Appointment.
- 5 The Consultant shall maintain professional indemnity insurance in the amount of not less than £10,000,000 for any one occurrence or series of occurrences arising out of any one event and shall maintain such insurance for a period of 12 years from the date of completion of the Project under the Building Contract provided that such insurance is available in the market at commercially reasonable rates.. As and when it is reasonably requested to do so by the Beneficiary, the Consultant shall produce for inspection documentary evidence that its professional indemnity insurance has been maintained. The Consultant shall immediately notify the Beneficiary if such insurance ceases to be available at commercially reasonable rates.

6.1 To the extent that the intellectual property rights (including, but not limited to, any background IPR) in any and all documents, items of information, data, reports, drawings, specifications, plans, software, designs, inventions and any other materials provided by or on behalf of the Consultant in connection with the Project (whether in existence or to be made) ("Documents") have not already vested in the Client or a third party, the Consultant grants to the Beneficiary an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any and all Documents and all amendments and additions to them and any works, designs or inventions of the Consultant incorporated or referred to in them for the following purposes:

- (a) understanding the ITV Works;
- (b) operating, maintaining, repairing, modifying, altering, enhancing, re-figuring, correcting and replacing the ITV Works, including, without limitation, any equipment or plant and materials forming part of the Works;
- (c) extending, interfacing with, integrating with, connection into and adjusting the ITV Works and/or the works of others;
- (d) enabling the Beneficiary to carry out the operation, maintenance, repair, renewal and enhancement of the ITV Works;
- (e) enabling the Beneficiary to perform his function and duties as infrastructure manager and operator of the ITV Works;
- (f) executing or completing the ITV Works; and
- (g) designing, testing and commissioning the ITV Works

6.2 provided always that the Contractor shall not be liable for the consequences of any use of the Documents as aforesaid for any purpose other than those for which they were created. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties without the prior consent of the Contractor.

6.3 If called upon to do so by the Beneficiary, and subject to the Beneficiary paying the Consultant's reasonable copying charges the Consultant shall provide the Beneficiary with such information relating to the Project as the Beneficiary may reasonably require including without limitation, copies of and extracts from the documents prepared or provided by the Consultant for the purposes of the Works provided that neither the provision of such information nor any inspection of the Works by the Beneficiary or its agents nor the approval by the Beneficiary or its agents of any material shall limit or discharge, or be deemed to limit or discharge the obligations of the Consultant under the Appointment or relieve the Consultant from any liability which it has in relation to the Works.

7 Step in Not used

ITV may at any time assign the benefit and its interest in this Agreement to any successor in title or tenant under a lease of ITV's Premises or part thereof on not more than 2 occasions.

Any further assignment shall be subject to the prior written consent of the Consultant such consent not to be unreasonably withheld or delayed.

- 8 No action or proceedings for any breach of this Deed shall be commenced against the Consultant after the expiry of 12 years from the date of issue of the Taking-over Certificate of the Works for the purposes of the Main Contract.
- 9 Any notice to be given by the Consultant hereunder shall be deemed to be duly given if it is delivered by hand or sent by recorded delivery to the Beneficiary at its registered office and any notice to be given by the Beneficiary hereunder shall be deemed to be duly given if it is addressed to the managing director/senior partner and delivered by hand at or sent by recorded delivery to the above mentioned address of the Consultant or other business address of the Beneficiary for the time being and in the case of any such notices sent by recorded delivery, the same shall be deemed to have been received 48 hours after being posted.
- 10 The Courts of England and Wales shall have jurisdiction over any dispute or difference arising out of or in connection with this Deed (including any disputes relating to non-contractual obligations related to the Contract or this Deed). The Law of England and Wales shall be the proper law of this Deed.
- 11 Nothing in this Deed confers or is intended to confer on any third party any benefit or the right to enforce any term of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS whereof this Deed has been executed and unconditionally delivered as a Deed by the parties the day and year first above written.

Signed as a deed by)
OVE ARUP & PARTNERS LIMITED) Director
acting by [NAME OF FIRST)
DIRECTOR], a director and [NAME OF)
SECOND DIRECTOR OR SECRETARY],)
[a director OR its secretary]) [Director OR Secretary]

Signed as a deed by ITV LONDON)
PROPERTIES LIMITED acting by)
, a director)
in the presence of) Director

Witness Signature

Witness Name (block capitals)

Witness Address

Signed as a deed by ITV SERVICES)
LIMITED acting by)
, a director)
in the presence of) Director

Witness Signature

.....

Witness Name
(block capitals)

.....

Witness Address

.....

.....

PART 4
COLLATERAL WARRANTIES: OTHER BENEFICIARIES

THIS DEED is made on ● 2016

BETWEEN:

- (1) ● whose registered office is situate at ● (the "**Beneficiary**");
- (2) [](Company Number []) whose registered office is at [] (together, the "**Consultant**"); and

WHEREAS:

- (A) By an appointment dated ● (the "**Appointment**"), Garden Bridge Trust (the "**Employer**") appointed the Consultant to provide [] services (as more fully described in the Appointment) in relation to the Garden Bridge Project (the "**Works**").
- (B) The Beneficiary has entered into an agreement with the Employer to [●]

NOW IT IS AGREED:

- 1 Terms and expressions defined in the Appointment shall where the context so permits have the same meanings for all of the purposes of this Deed.
- 2 The Consultant warrants to the Beneficiary that he has complied and will continue to comply with all the terms of the Appointment and in particular, but without limitation, that he has exercised and will continue to exercise all the reasonable skill, care and diligence required by the Appointment in the performance of the Services. In the event of any breach of this warranty:
 - 2.1 The Consultant's liability shall be limited to that proportion of the Beneficiary's losses which it would be just and equitable to require the Consultant to pay having regard to the extent of the Consultant's responsibility for the same, and on the basis that the Main Contractor shall be deemed to have provided contractual undertakings on terms no less onerous than this clause 2 to the Beneficiary in respect of the performance of its obligations in connection with the Project and to be deemed to have paid to the Beneficiary such proportion which it would be just and equitable for it to pay having regard to the extent of their responsibility.
 - 2.2 The Consultant shall be entitled in any action or proceedings by the Beneficiary to rely on any limitation in the Appointment and to raise the equivalent rights in defence of liability (but excluding set-offs and counterclaims) as it would have had had the Beneficiary been named as Joint Client under the Appointment but not for the avoidance of doubt a defence that the Client has not suffered the same or any losses as the Beneficiary;
 - 2.3 The liability of the Consultant under or pursuant to this clause 2 shall not be released or diminished by the appointment of any person by the Beneficiary to carry out any independent enquiry into any relevant matter, or by any approval given by or on behalf of the Beneficiary.
- 3 Without prejudice to the generality of Clause 2 of this Deed, the Consultant hereby undertakes to the Beneficiary that it has not specified and will not specify for use in the Project any materials which at the time of specification or use are generally considered by construction industry professionals as:

- (a) being deleterious (as defined in the Appointment) in themselves;
- (b) becoming deleterious when used in a particular situation or in combination with other materials;
- (c) becoming deleterious without a level of maintenance which is higher than that which would normally be expected in a building of comparable type; or
- (d) being damaged by or causing damage to the structure in which they are incorporated or to which they are affixed.

4 Save as provided in clause 7 the Beneficiary has no authority to issue any direction or instruction to the Consultant in relation to the Consultant's duties under the Appointment.

5 The Consultant shall maintain professional indemnity insurance in the amount of not less than £10,000,000 for any one occurrence or series of occurrences arising out of any one event (and in the aggregate in respect of contamination and/or pollution) and shall maintain such insurance for a period of 12 years from the date of completion of the Project under the Construction Contract provided that such insurance is available in the market at commercially reasonable rates.. As and when it is reasonably requested to do so by the Beneficiary, the Consultant shall produce for inspection documentary evidence that its professional indemnity insurance has been maintained. The Consultant shall immediately notify the Beneficiary if such insurance ceases to be available at commercially reasonable rates.

6

6.1 To the extent that the intellectual property rights (including, but not limited to, any background IPR) in any and all documents, items of information, data, reports, drawings, specifications, plans, software, designs, inventions and any other materials provided by or on behalf of the Consultant in connection with the Project (whether in existence or to be made) ("Documents") have not already vested in the Client or a third party, the Consultant grants to the Beneficiary an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any and all Documents and all amendments and additions to them and any works, designs or inventions of the Consultant incorporated or referred to in them for the following purposes:

- (a) understanding the Project;
- (b) operating, maintaining, repairing, modifying, altering, enhancing, re-figuring, correcting and replacing the Project, including, without limitation, any equipment or plant and materials forming part of the Project;
- (c) extending, interfacing with, integrating with, connection into and adjusting the Project and/or the works of others;
- (d) enabling the Beneficiary to carry out the operation, maintenance, repair, renewal and enhancement of the Project;
- (e) enabling the Beneficiary to perform his function and duties as infrastructure manager and operator of the Project;
- (f) executing or completing the Project; and
- (g) designing, testing and commissioning the Project

provided always that the Contractor shall not be liable for the consequences of any use of the Documents as aforesaid for any purpose other than for which they were created. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties without the prior consent of the Contractor.

- 6.2 If called upon to do so by the Beneficiary, and subject to the Beneficiary paying the Consultant's reasonable copying charges the Consultant shall provide the Beneficiary with such information relating to the Project as the Beneficiary may reasonably require including without limitation, copies of and extracts from the documents prepared or provided by the Consultant for the purposes of the Project provided that neither the provision of such information nor any inspection of the Project by the Beneficiary or its agents nor the approval by the Beneficiary or its agents of any material shall limit or discharge, or be deemed to limit or discharge the obligations of the Consultant under the Appointment or relieve the Consultant from any liability which it has in relation to the Project.
- 7 The benefit of this Deed may be assigned by the Beneficiary twice without the consent of the Consultant being required to any person [acquiring an interest in the Project – **to be amended as required**];
- Any further assignment shall be subject to the prior written consent of the Consultant such consent not to be unreasonably withheld or delayed.
- 8 No action or proceedings for any breach of this Deed shall be commenced against the Consultant after the expiry of 12 years from the date of issue of the Taking-over Certificate the Project for the purposes of the Building Contracts.
- 9 Any notice to be given by the Consultant hereunder shall be deemed to be duly given if it is delivered by hand or sent by recorded delivery to the Beneficiary at its registered office and any notice to be given by the Beneficiary hereunder shall be deemed to be duly given if it is addressed to the managing director/senior partner and delivered by hand at or sent by recorded delivery to the above mentioned address of the Consultant or other business address of the Beneficiary for the time being and in the case of any such notices sent by recorded delivery, the same shall be deemed to have been received 48 hours after being posted.
- 10 The Courts of England and Wales shall have jurisdiction over any dispute or difference arising out of or in connection with this Deed (including any disputes relating to non-contractual obligations related to the Contract or this Deed). The Law of England and Wales shall be the proper law of this Deed.
- 11 Nothing in this Deed confers or is intended to confer on any third party any benefit or the right to enforce any term of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS whereof this Deed has been executed and unconditionally delivered as a Deed by the parties the day and year first above written.

[INSERT EXECUTION CLAUSES]

APPENDIX 5

Third Party Agreements

- 1 The Deed of Grant dated 2 July 2015 between Transport for London (1) and the Garden Bridge Trust (2) as varied by a Deed of Variation dated 13 November 2015 and made between the same parties;
- 2 The Agreement pursuant to s.106 of the Town and Country Planning Act 1990 relating to development at Temple Station Buildings, Victoria Embankment, London WC2R 2PN between The Lord Mayor and Citizens of the City of Westminster (1) London Underground Limited (2); Port of London Authority (3); London Borough of Lambeth (4) and the Garden Bridge Trust (5);
- 3 The Lease of subsoil below and airspace above Temple Station forecourt at Temple Place and (b) airspace above Victoria Embankment, Temple. London between The Lord Mayor and Citizens of the City of Westminster (1) and the Garden Bridge Trust (2);
- 4 The Lease of airspace and subsoil required for the Ramp and Stairs to be constructed at Temple Place, Westminster, London between The Lord Mayor and Citizens of the City of Westminster (1) and the Garden Bridge Trust (2) and any variation or supplemental covenant of the same entered into between London Underground Limited (1) and the Garden Bridge Trust (2);
- 5 The Lease of part of the Roof Terrace (Compound) and airspace above at Temple Station, Temple, London between The Lord Mayor and Citizens of the City of Westminster (1) and the Garden Bridge Trust (2) and any variation or supplemental covenant of the same entered into between London Underground Limited (1) and the Garden Bridge Trust (2);
- 6 The Lease of part of the Roof Terrace (Airspace) and airspace above at Temple Station, Temple, London between The Lord Mayor and Citizens of the City of Westminster (1) and the Garden Bridge Trust (2) and any variation or supplemental covenant of the same entered into between London Underground Limited (1) and the Garden Bridge Trust (2);
- 7 The Deed of Covenant in relation to the use of the Garden Bridge between London Underground Limited (1) and the Garden Bridge Trust (2);
- 8 The Overarching Land Agreement relating to land at the North Bank and made between London Underground Limited (1), The Lord Mayor and Citizens of the City of Westminster (2) and the Garden Bridge Trust (3) and the Greater London Authority (4);
- 9 The Development Agreement between London Underground Limited (1) and the Garden Bridge Trust (2);
- 10 The Indemnity Agreement between The Lord Mayor and Citizens of the City of Westminster (1) and the Garden Bridge Trust (2);
- 11 The Costs Agreement between London Underground Limited (1) and the Garden Bridge Trust (2)
- 12 The Licence pursuant to s.177 of the Highways Act 1980 between Transport for London (1) and the Garden Bridge Trust (2);
- 13 The Licence pursuant to s.177 of the Highways Act 1980 between The Lord Mayor and Citizens of the City of Westminster (1) and the Garden Bridge Trust (2) incorporating the Standard Conditions of the Highways Planning, Development Planning, Growth Planning & Housing Department, Westminster City Council;
- 14 The Agreement relating to the relocation of HQS Wellington between The Wellington Trust (1) and the Garden Bridge Trust (2); and

- 15 The Agreement relating to the relocation of Crown River Cruises; and
- 16 The Agreement relating to the proposed Garden Bridge and Thames Tideway Tunnel between the Garden Bridge Trust (1); Bazalgette Tunnel Limited (2);
- 17 The Lease of the air space over the foreshore and Riverbed below mean high water mark together with parts of such Riverbed occupied by the Garden Bridge at King's Reach, London and river works licence between Port of London Authority (1); and the Garden Bridge Trust (2);
- 18 The Lease of the south landing building and airspace above the Queen's Walk between Coin Street Community Builders Limited (1) and the Garden Bridge Trust (2);
- 19 The Agreement for Lease of the accommodation space within the south landing building between the Garden Bridge Trust (1) and Coin Street Community Builders Limited (2);
- 20 The Agreement pursuant to Section 106 of the Town and Country Planning Act 1990 and other powers in relation to (and on which a structure is to be built) to the front of the land on Television Centre, Queen's Walk and potential construction access routes from Upper Ground London SE1 to be known as "The Garden Bridge" between The Mayor and Burgesses of the London Borough of Lambeth (1); the Garden Bridge Trust (2); and Coin Street Community Builders Limited (3), Port of London Authority (4) and Westminster City Council (5);
- 21 The Licence pursuant to s177 of the Highways Act 1980 (as amended) relating to land at the proposed Garden Bridge, the Queens Walk, South Bank, London SE1 between The Mayor and Burgesses of London Borough of Lambeth (1); and the Garden Bridge Trust (2);
- 22 The Agreement relating to the Garden Bridge Project between the Garden Bridge Trust (1); ITV London Properties Limited and ITV Services Limited (2);
- 23 The Agreement (including related access agreements) relating to the Garden Bridge Project between the ESAG Commercial Properties Limited (1) IBM United Kingdom Limited (2) and the Garden Bridge Trust (3);
- 24 The Overarching Agreement relating to the Garden Bridge Project between (1) Greater London Authority and (2) the Garden Bridge Trust and the related Charge, Debenture and any other security documentation between the same parties;
- 25 The Agreement relating to the Cabmen's Shelter made between the Garden Bridge Trust (1) and the Cabmen's Shelter Foundation (2);
- 26 Any agreement entered into with (1) the Contractor and any third party in relation to the Garden Bridge project.

It is acknowledged that at the date of this Agreement the Consultant has been provided with complete copies and/or drafts of some of the Third Party Agreements but that it has not seen others of them. Complete copies of the executed versions of each of these Agreements shall be provided by the Client to the Consultant.

Your ref
Our ref 230835-EL-022
File ref

ARUP

Bouygues Travaux Publics S.A.S
Elizabeth House
39 York Road
London
SE1 7NQ
For the attention of Jean-Jacque Leuge

13 Fitzroy Street
London
W1T 4BQ
United Kingdom

t [REDACTED]
m [REDACTED]
[REDACTED]@arup.com
www.arup.com

14 June 2018

Dear Sirs,

The Garden Bridge – Final Statement Agreement

We write to confirm the agreement of the Final Statement between The Garden Bridge Trust and Bouygues Travaux Publics S.A.S / Cimolai S.P.A for the works known as the Garden Bridge Project the contract agreement for which was signed on 9th February 2016.

Final Contract Sum

The agreed Final Statement, adjusted in accordance with clause 13 is £17,747,004 (exclusive of VAT) and as per detailed in the attached summary.

You acknowledge receipt of the sum of £17,101,546 (exclusive of VAT) paid by The Garden Bridge Trust to you to date.

Entire Agreement

Agreement of the Final Statement, is in full and final settlement, of all sums due to you in respect of:

- a. All rights duties and obligations of The Garden Bridge Trust as the Employer under or in breach of the terms of the contract.
- b. All and any other entitlements you may have to claim additional payment under or for breach of the contract.

This letter constitutes the entire agreed settlement between The Garden Bridge Trust and Bouygues Travaux Publics S.A.S & Cimolai S.P.A and shall not be amended, supplemented or otherwise modified except by further written agreement.

Signature of Agreement

(See page 2 of 2)

Signed



Name ZOB LESLIE-CARTER

Date 14/06/2018

Signed for and on behalf of Arup

Signed

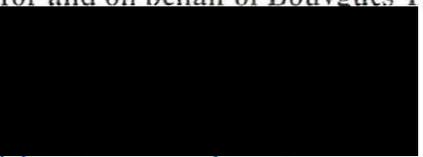


Name Vincent AVRILON RIVAULT

Date 14.06.2018

Signed for and on behalf of Bouygues Travaux Publics S.A.S

Signed



Name DELUNA SALVAJEE

Date 14.06.2018

Signed for and on behalf of Cimolai S.P.A

Signed



Name PAUL DRING MORRELL

Date 14 June 2018

Signed for and on behalf of The Garden Bridge Trust

The Garden Bridge
 Final Statement Summary
 Bouygues Travaux Publics S.A.S / Cimolai S.P.A
 14th June 2018

FINAL STATEMENT SUMMARY

Item	Description	(£)	(£)
1	Gross total of the Bouygues Travaux Publics S.A.S / Cimolai S.P.A account		
	a. PCSA (Pre Construction Services Agreement)		£ 4,250,000
	b. Balance of Main Contract Works		£ 13,497,004
	TOTAL OF FINAL STATEMENT (excluding VAT)		£ 17,747,004
2	Less amounts paid to date		
	a. PCSA Interim Certificate No.7	£ 4,250,000	
	b. Main Contract Works - Interim Payment Certificate No.12	£ 12,851,546	
	Sub-Total	£ 17,101,546	£ 17,101,546
	Total Due (excluding VAT)		£ 645,458
	Summary of balance to pay		
	a. Interim Payment Certificate No.13	£ 177,124	
	b. Outstanding balance of final statement	£ 458,334	
	Total	£ 645,458	

The above sum represents the Final Statement value which is the full and final settlement, of all sums due.

GARDEN BRIDGE BOARD MEETING

11 June 2018 | 08:00 - 09:00 | MEETING HELD BY CONFERENCE CALL

Directors present:

Lord Mervyn Davies (LMD)
Paul Morrell (PDM)
Julie Carlyle (JMC)
John Heaps (JH)
Andrew Lowenthal (AL)
Alistair Subba-Row (ASR)
Rob Suss (RS)

In attendance:

Jim Campbell (JC)
Bee Emmott (BE)
Ian Oakley Smith (IOS)

Apologies for absence:

Joanna Lumley (JL)
Stephen Fitzgerald (SF)
Lucy Dimes (LD)
Roland Rudd (RR)

Declaration of conflicts of interests

There were no declarations of conflicts other than those already recorded.

Minutes of the previous meeting

All Trustees confirmed they agreed with the minutes of the previous board meeting and these were ratified.

Bouygues/Cimolai JV final account

LMD opened the meeting by explaining that the main purpose of the meeting for the Trustees to consider was the proposed settlement of the Bouygues/Cimolai JV final account.

PDM reported that, following meetings with Arup, and in accordance with previous advice to Trustees, a proposal to settle the Bouygues/Cimolai JV final account at a further payment of £774,550 (including VAT) has been put to the JV, covering all matters arising since the suspension of the contract in July 2016. This compares with a claim for £5,116,315 (again including VAT) submitted in September 2017, and the difference reflects the result of several months of negotiation since.

The total does not include any allowance for loss of profit, which Macfarlanes have confirmed is not payable under the terms of the contract. The JV has now accepted this and has indicated a preparedness to settle at the £774,550 offered.

PDM advised the Trustees that he would be meeting with the JV and with Arup this coming Thursday (14 June) to conclude negotiations and agree the final settlement, following which Arup have confirmed they will issue the Final Certificate.

Trustees were also advised that if for any reason payment isn't made in accordance with the contract (within 28 days of the date of the Certificate), then the JV will be entitled to charge interest, at base rate +3%, in accordance with the terms of the contract.

The Trustees unanimously agreed that it was both correct and in the best interests of the Charity to settle the final account on this basis, and it was resolved that PDM should confirm this to Arup and the JV.

13 Fitzroy Street
London
W1T 4BQ
United Kingdom

Tel: [REDACTED]
Fax: [REDACTED]
Direct Tel: [REDACTED]

Employer Address	Garden Bridge Trust 50 Broadway, London, SW1H 0BL	Job Number	230838-00	Certificate No	14
Contractor Address	Bouygues Travaux Publics 1 avenue Eugène Freyssinet, 78280 Guyancourt, France AND Cimolai S.P.A via Ungaresca 38, 33170 Pordenone, Italy.	File Ref	Certificate Number 14 – Final Statement		
Works Address	The Garden Bridge, Victoria Embankment, London WC2R 2PH	Issue Date	14 th June 2018		
		Assessment Date	14 th June 2018		
		Contract Sum (Main Contract Works Only)	£ 105,270,000		
		Contract Dated	9 th February 2016		

This Certificate is issued under the terms of the above mentioned Contract.

Price for Work Done - Final Statement Agreement	£	13,497,004
Other amounts to be paid to the Contractor	£	NIL
		Sub-Total
	£	13,497,004
Less amounts to be paid by or retained from the Contractor	0%	£
		Amount due
	£	13,497,004
Less amount due stated in previous Certificate (No.13)	£	13,028,670

Amount due certified for payment (in words):

Four hundred and sixty eight thousand, three hundred and thirty four pounds.

£	468,334
---	---------

Contractors Statement Received:
N/A

Assessment Date:
14th June 2018

THIS IS NOT A TAX INVOICE

All amounts are exclusive of VAT.

Payment Due Date: 21st June 2018
Final Date for Payment: 19th July 2018 (28 days after due date)

Signed [REDACTED]

Distribution:				For	
<input checked="" type="checkbox"/>	Employer	<input type="checkbox"/>	Quantity Surveyor	Arup	
<input checked="" type="checkbox"/>	Contractor	<input checked="" type="checkbox"/>	Engineer / Site Copy		



Bouygues TP/Cimolai Joint Venture

Attention to:
GARDEN BRIDGE TRUST
50 Broadway
London
SW1H 0BL

Our Ref: 32985-014
Date: 18/06/2018
Contract Ref: Garden Bridge construction phase
Requested by: JJ LEUGE
Issued by: F. DE LEMPDES

Ref. to quote for payment

Invoice : 1552000030
Client : Garden Bridge Trust
Our Ref. : 32985-014

Tax Id #: VAT registration number applied for
Client: Garden Bridge Trust

Currency: GBP Invoice N° 1552000030 Page 1/1

Item	Qty	U	Rate	Total (GBP)
Garden Bridge : Main Construction Works Fee Instalment 14 : Final Account	1.00	Sum	468,334.00	468,334.00
				0.00

Excl. VAT Amount	VAT rate	VAT Amount
468,334.00	20%	93,666.80

Total Amount Excl.VAT	468,334.00
Total VAT Amount	93,666.80
Total Amount to be paid	562,000.80

Payment by: Bank Transfer

Expected date of payment: 02/07/2018

Beneficiary bank SOCIETE GENERALE BANK & TRUST
Bank address 1 Agence de Luxembourg
Bank address 2 15 Av Emile Reuter
Bank address 3 L2420 - Luxembourg
Account name BOUYGUES TRAVAUX PUBLICS/CIMOLAI JV
JV GARDEN BRIDGE INCOME ACCOUNT
IBAN [REDACTED]
BIC [REDACTED]

Bouygues TP/Cimolai Joint Venture

Registered office : Elizabeth House, 39 York Road, London, SE1 7NQ

VAT Registration : 225 7388 89

13 Fitzroy Street
London
W1T 4BQ
United Kingdom

Tel + [REDACTED]
Fax + [REDACTED]
Direct Tel [REDACTED]

Employer Address	Garden Bridge Trust 50 Broadway, London, SW1H 0BL	Job Number	230838-00	Certificate No	13
Contractor Address	Bouygues Travaux Publics 1 avenue Eugène Freyssinet, 78280 Guyancourt, France AND Cimolai S.P.A via Ungaresca 38, 33170 Pordenone, Italy.	File Ref	Certificate Number 13		
Works Address	The Garden Bridge, Victoria Embankment, London WC2R 2PH	Issue Date	1 st May 2018		
		Assessment Date	For works related to Engineers Instruction 010		
		Contract Sum (Main Contract Works Only)	£ 105,270,000		
		Contract Dated	9 th February 2016		

This Certificate is issued under the terms of the above mentioned Contract.

Price for Work Done to Date (Refer to attached)	£	13,028,670
Other amounts to be paid to the Contractor	£	NIL
		Sub-Total
	£	13,028,670
Less amounts to be paid by or retained from the Contractor	0%	£
		Amount due
	£	13,028,670
Less amount due stated in previous Certificate	£	12,851,546

Amount due certified for payment (in words):

One hundred and seventy seven thousand, one hundred and twenty four pounds.

£	177,124.00
---	------------

Contractors Statement Received:
16th April 2018

Assessment Date:
20th April 2018

THIS IS NOT A TAX INVOICE

All amounts are exclusive of VAT.

Payment Due Date: 23rd April 2018
Final Date for Payment: 21st May 2018 (28 days after due date)

Signed [REDACTED]

Distribution:				For Arup	
<input checked="" type="checkbox"/>	Employer	<input type="checkbox"/>	n/a	Quantity Surveyor	
<input checked="" type="checkbox"/>	Contractor	<input checked="" type="checkbox"/>		Engineer / Site Copy	



Bouygues TP/Cimolai Joint Venture

Attention to:
GARDEN BRIDGE TRUST
50 Broadway
London
SW1H 0BL

Our Ref: 32985-013
Date: 16/04/2018
Contract Ref: Garden Bridge construction phase
Requested by: JJ LEUGE
Issued by: F. DE LEMPDES

Ref. to quote for payment
Invoice : 1552000029
Client : Garden Bridge Trust
Our Ref. : 32985-013

Tax Id #: VAT registration number applied for
Client: Garden Bridge Trust

Currency: GBP Invoice N° 1552000029 Page 1/1

Table with 5 columns: Item, Qty, U, Rate, Total (GBP). Row 1: Garden Bridge : Main Construction Works Fee Instalment 13 : For work up to MARCH 2018, 1.00, Sum, 177,124.11, 177,124.11. Row 2: 0.00

Table with 3 columns: Excl. VAT Amount, VAT rate, VAT Amount. Row 1: 177,124.11, 20%, 35,424.82

Table with 2 columns: Total Amount Excl.VAT, Total VAT Amount, Total Amount to be paid. Row 1: 177,124.11, 35,424.82, 212,548.93

Payment by: Bank Transfer
Expected date of payment: 30/04/2018

Beneficiary bank: SOCIETE GENERALE BANK & TRUST
Bank address 1: Agence de Luxembourg
Bank address 2: 15 Av Emile Reuter
Bank address 3: L2420 - Luxembourg
Account name: BOUYGUES TRAVAUX PUBLICS/CIMOLAI JV
JV GARDEN BRIDGE INCOME ACCOUNT
IBAN: [Redacted]
BIC: [Redacted]

Bouygues TP/Cimolai Joint Venture
Registered office : Elizabeth House, 39 York Road, London, SE1 7NQ
VAT Registration : 225 7388 89



Somerset House
Strand
London
WC2R 1LA

To: Bouygues Travaux Publics (UK Branch)
Beckett House
1 Lambeth Palace Road
London
SE1 7EU
United Kingdom

cc: Bouygues Travaux Publics S.A.S.
(Company number 407 985 308)
1 avenue Eugene Freyssinet
78280 Guyancourt
France

and

Cimolai S.P.A
(Company number PN 82246)
via Ungaresca 38,
33170 Pordenone
Italy

For the attention of Jean-Jacques Leuge

Date: 14 August 2017

Dear Sirs

Re: Contract Agreement dated 9 February 2016 ("the Construction Contract") made between Garden Bridge Trust (1) ("the Employer") and Bouygues Travaux Publics S.A.S. and Cimolai S.P.A (2) (together "the Contractor") relating to the Garden Bridge.

Pursuant to Sub-clause 15.5 of the Conditions this letter constitutes a notice of the Employer's termination of the Contract. The Performance Security is therefore released, and will be returned under separate cover.

It is with great sadness that the Trust takes this step, but it has unfortunately become unavoidable due to circumstances outside our control.

Anthony will be in touch very shortly to deal with any outstanding contractual issues, but if there are any questions in the meantime, then either he or I would be happy to discuss them with you.

Yours faithfully,

A large black rectangular redaction box covering the signature of Paul Morrell.

Paul Morrell

For and on behalf of The Garden Bridge Trust

ITV

Contract with ITV dated

Invoices totalling £178,352.50

DATED

7 March

2016

(1) GARDEN BRIDGE TRUST

and

(2) ITV LONDON PROPERTIES LIMITED and

ITV SERVICES LIMITED

AGREEMENT

Relating to the Garden Bridge Project



BIRCHAM DYSON BELL

THIS AGREEMENT is made on the

7 March

2016

BETWEEN

- (1) **GARDEN BRIDGE TRUST** (Charity registration number 1155246 and Company registration number 8755461) whose registered office is at 50 Broadway London SW1H 0BL ("GBT"); and
- (2) **ITV LONDON PROPERTIES LIMITED** (Company registration number 112299) a company incorporated in Jersey whose registered office is at Ogier House, the Esplanade, St Helier, Jersey, JE4 9WG and **ITV SERVICES LIMITED** (Company registration number 229607) who registered address is at the London Television Centre Upper Ground London SE1 9LT (together "ITV").

RECITALS:

- (A) GBT is the promoter of the Garden Bridge project, the south landing of which is proposed to be located adjacent to the ITV's Premises.
- (B) ITV is the owner of land adjacent to the south landing of the Garden Bridge project and may be affected by the project.
- (C) The parties wish to agree arrangements that will protect ITV's operations at the ITV's Premises during the construction and operation of the Garden Bridge and to regulate how GBT will use land in and adjacent to ITV's property.
- (D) ITV is the owner of the London Television Centre as registered at the Land Registry under title numbers TGL1787, TGL399692 and TGL412799.

NOW IT IS AGREED AS FOLLOWS:

1 Interpretation

1.1 In this Agreement, the following words have the following meanings –

Access and Services Area means the triangular area shaded orange on Plan A being part of a private road connecting Upper Ground and the Queens Walk;

Agreed ITV Works Outline Specification means the agreed outline specification of the ITV Works as appended at Schedule 6 subject to such variations as may be approved by ITV pursuant to paragraphs 1.2 and 1.3 of Schedule 3;

Basement Survey means a survey of the basement areas of the buildings on ITV's Premises below the Access and Services Area to assess whether damage to the structure of the aforementioned

basement areas may result from the exercise of the rights granted to GBT in connection with the Access and Services Area pursuant to clause 4;

Certifier	means Ove Arup & Partners Limited (company number 01312453) whose registered office is at 13 Fitzroy Street, London W1T 4BQ or such other person as GBT shall engage to carry out contract administration and specification services in relation to the Garden Bridge Works and the ITV Works with the written approval of ITV, such approval not to be unreasonably withheld or delayed;
Construction Schedule	means the Schedule 3 hereto setting out the manner in which the ITV Works and Garden Bridge Works are to be carried out in accordance with the terms of this Agreement;
Contractor	means the ITV Works Contractor and/or the Garden Bridge Works Contractor as the context so requires;
Enabling Works Area	means the area hatched green on Plan A;
Garden Bridge	means a pedestrian bridge with incorporated garden, extending over the River Thames from land adjacent to The Queen's Walk on the South Bank to land above and in the vicinity of Temple London Underground Station on the North Bank, the intended location of which is shown indicatively on the Garden Bridge Plan;
Garden Bridge Plan	means the plan attached at schedule 10;
Garden Bridge Works	means the works to be carried out or procured by GBT to design and construct the Garden Bridge including the making good of any defects in the Garden Bridge Works arising during the defects correction period under the building contract between GBT and the Garden Bridge Works Contractor in respect to the Garden Bridge Works, all demolition and enabling works, any ancillary works and any works by utility companies or statutory undertakers for the benefit of the Garden Bridge;
Garden Bridge Works Contractor	means Bouygues Travaux Publics S.A. Company No. 407 985 308) whose registered office is at 1 Avenue Eugene Freyssinet, 78280 Guyancourt, France and Cimolai S.P.A. (Company No. PN 82246) whose registered office is at Via

Ungaresca 38, 33170 Pordenone, Italy;

GBT's Representative means Mr Anthony Marley of the Garden Bridge Trust or such other person as GBT shall nominate in their stead from time to time;

Historic Costs means the costs listed in Schedule 4;

IBM means IBM United Kingdom Limited (Company No. 00741598) whose registered office is at PO Box 41, North Harbour, Portsmouth, Hants PO6 3AU;

Insolvency means a party becomes Insolvent:

(1) When it enters administration within the meaning of Schedule B1 to the Insolvency Act 1986;

(2) On the appointment of an administrative receiver or a receiver or manager of its property under Chapter I of Part III of that Act, or the appointment of a receiver under Chapter II of that Part;

(3) On the passing of a resolution for voluntary winding-up without a declaration of solvency under section 89 of that Act; or

(4) On the making of a winding-up order under Part IV or V of that Act;

ITV's Advisors: means Mitchell Price (for the attention of Bernard Price), 62 Great Suffolk Street, London SE1 0BL – to be confirmed or any other advisor appointed by ITV in respect to this Agreement whose details are notified in writing by ITV to GBT or its Contractor;

ITV Group means ITV, and any ultimate parent undertaking of ITV and all direct or indirect subsidiary undertakings of any such parent undertaking including, without limitation, ITV Broadcasting Limited, where "parent undertaking" and "subsidiary undertaking" have the meanings given to them by sections 390 and 1162 Companies Act 2006 respectively;

ITV's Premises means the area edged red on the Plan B;

ITV Works

means:

(1) the installation of the secondary glazing to such parts of the buildings on ITV's Premises as referred to in the Agreed ITV Works Outline Specification and associated works to the voids around those areas being glazed;

(2) the installation, maintenance and subsequent removal of the noise and vibration monitoring equipment at the locations referred to in the Protocols on ITV's Premises;

(3) works to the walkway between ITV's Premises and the neighbouring property occupied by IBM, as indicated on Plan A, (the **Walkway**), including (i) the creation of three new entrance points on ITV's west elevation wall, as referred to in the ITV Audience Management Plan and the Construction Liaison Management Plan, (ii) the works to modify the gates in ITV's west elevation wall, including the associated fire alarm, CCTV and other security works agreed as part of the Logistics Planning Exercise (the detailed design of which shall be subsequently agreed by the parties in accordance with Schedule 3) and the subsequent reinstatement of these works on the expiry of the Licence Period, provided that GBT shall give to ITV not less than 28 days prior notice of the date of commencement of the reinstatement of these works and provided that, on the reinstatement of the works to the Walkway GBT shall be obliged to reinstate the associated fire alarm, CCTV and other security works to no worse condition than at the date of this Agreement;

(4) the carrying out of a Basement Survey and, where applicable, the subsequent design, construction and completion of works to those parts of the basement areas of the buildings on ITV's Premises below the Access and Services Area as may be agreed by the parties (the **Strengthening Works**);

(5) any other works, whether temporary or permanent, to ITV's Premises, proposed by GBT and approved in writing by ITV in accordance with this Agreement; and

(6) any additional works to be carried out from time to time to be the responsibility of GBT as agreed by the parties as part of the Logistics Planning Exercise;

ITV Works Contractor

means Overbury plc in respect of the ITV Works save for the carrying out of the Basement Survey and any Strengthening Works, where it shall mean the Garden Bridge Works Contractor, and, in either case, such other additional or replacement contractor as may from time to time be appointed

by GBT to carry out the whole or any part of the ITV Works with the prior written consent of ITV;

Licence Period

means, subject to satisfaction of the matters referred to in clause 4.2:

- in respect to the Access and Services Area, the period of time during which the Garden Bridge Works are taking place ending on the date of the Taking-Over Certificate in relation to the construction of the Garden Bridge issued pursuant to the terms of the building contract between GBT and the Garden Bridge Works Contractor or if earlier the date of termination of this Agreement; and
- in respect to the Enabling Works Area, the period of time for the road construction on the private road connecting Upper Ground and the Queens Walk, ending on the date of completion of the road construction or if earlier the date of termination of this Agreement.

Logistics Exercise

Planning

means the Logistics Planning Meetings or the alternative forums referred to in clause 3.1 managing the logistics of the Garden Bridge Works insofar as they affect operational, safety and access arrangements for IBM and ITV;

Logistics Meetings

Planning

means the regular liaison meetings held between the Garden Bridge Works Contractor and representatives of ITV, GBT and IBM (or any of them) in order to manage the logistics of the Garden Bridge Works insofar as they affect operational, safety and access arrangements for IBM and ITV;

Noisy Activities

means:

- initial placement and set-up by vibration of the temporary sheet piles (river)
- removal of the temporary sheet piles by vibration (river)
- initial placement and set-up by vibration for the casing of the permanent piles (river)
- pile load testing in the river (river)
- continuous Flight Auger CFA piling for the South Landing Building (south embankment);

Ongoing Costs means the reasonable and proper costs and expenses incurred by ITV (plus VAT and disbursements) in connection with the GBT Works, ITV Works, this Agreement or otherwise incurred as a consequence of the Garden Bridge project to include fees:

- (a) Legal fees
- (b) Surveyor's fees
- (c) Project management fees
- (d) Planning consultant fees
- (e) RoL surveyor's fees
- (f) Other professional fees
- (g) Costs and expenses relating to measures which ITV has agreed to take at GBT's expense pursuant to the Logistics Planning Exercise
- (h) ITV's costs and expenses in respect to the duty to mitigate referred to in clause 10.4.2
- (i) Costs and expenses incurred in preparing, submitting and obtaining planning application and any other consents relating to any matters dealt with in this Agreement or arising out of the Garden Bridge Works, the ITV Works or the Logistics Planning Exercise;
- (j) in respect of items (a) – (e) to include fees incurred prior to the date of this Agreement not forming part of the Historic Costs

Plan A means the plan attached to this Agreement at Schedule 1;

Plan B means the plan attached to this Agreement at Schedule 7;

Planning Condition Letter means a letter to be procured by ITV in the form attached at Schedule 5;

Planning Permission means the planning permission granted by Westminster City Council and the London Borough of Lambeth with reference numbers 14/05095/FULL and 14/02792/FUL respectively;

Protocols means the ITV Construction Liaison Management Plan with ITV, appended hereto at Schedule 2 (save that it is acknowledged that the timeframes referred to in paragraph 2.2

of the ITV Construction Liaison Management Plan are approximate and shall be disregarded for the purpose of any references in this Agreement to the Protocols), including, without limitation, the appended ITV Studios Noise and Vibration Trigger Action Plan ("TAP") and the ITV Audience Management Plan, and any agreed revisions to the Protocols pursuant to clause 5.3; and

Walkway Owner means ESAG Commercial Properties Limited (Company number 05891745) whose registered office is at Frinton Farm Partners Great Holland Hall Farm Frinton-on-Sea Essex CO13 0JS.

- 1.2 An obligation on a party to do an act or not do an act includes an obligation to procure that it is done or not done.
- 1.3 If a party is placed under a restriction in this Agreement, the restriction includes an obligation on the party not to permit the infringement of the restriction by any employee, agent, sub-contractor or other person for whom that party is responsible.
- 1.4 Words importing the singular meaning shall include, where the context so admits, the plural meaning and vice versa.
- 1.5 Words denoting the masculine gender shall include the feminine and neuter genders and words denoting natural persons shall include corporations and firms and all such words shall be constructed interchangeably in that manner.
- 1.6 The Clause and paragraph headings in this Agreement are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.7 Unless the contrary intention appears, references:
 - (a) to defined terms are references to the relevant defined term in Clause 1.1;
 - (b) to numbered Clauses and Schedules are references to the relevant Clause in, or Schedule to, this Agreement; and
 - (c) to a numbered paragraph in any Schedule are references to the relevant paragraph in that Schedule.
- 1.8 References in this Agreement to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments, regulations and codes of practice made pursuant to it.

1.9 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

2 Co-operation and reasonableness

2.1 The parties agree to act towards each other at all times in good faith and to use reasonable endeavours to act in a spirit of mutual trust and co-operation and liaise with each other in relation to all relevant matters and (subject always to clause 11 hereof) to use reasonable endeavours to resolve amicably all issues arising between them but without prejudice to the right of the parties to enforce the provisions of this Agreement.

2.2 Where either party is required under the terms of this agreement to give its agreement, consent or approval to any matter or thing, such agreement, consent or approval shall be given as a notice in writing.

2.3 Without prejudice to Clause 2.1 or any other Clause in this agreement GBT shall keep ITV informed as to the progress of construction of the Garden Bridge.

2.4 Subject always to GBT's compliance with the terms of Schedule 3 hereof and in particular paragraph 3.1.2(b) thereof, GBT shall be entitled to sub-contract the ITV Works to the applicable ITV Works Contractor. GBT shall remain responsible for carrying out and completing the ITV Works in all respects in accordance with this Agreement notwithstanding any sub-contracting.

2.5 Within 7 days of the date hereof, GBT shall notify ITV of the person nominated by GBT as GBT's Representative and ITV and ITV's Advisors shall be at liberty to deal exclusively with such persons referred to in GBT's notification in respect to those matters referred to in the notification, to the exclusion of other advisors appointed by GBT.

3 Liaison Procedure

3.1 ITV and GBT shall discuss all issues relating to the construction and operation of the Garden Bridge and its interface with ITV's operations at ITV's Premises, including but not limited to the Logistics Planning Meetings in accordance with the Liaison Procedure which will commence on the completion of this Agreement and continue until the Garden Bridge is first opened for public use. In the event that the Logistics Planning Meetings shall cease before that date, GBT shall provide a forum for GBT and ITV, which may also include the Garden Bridge Works Contractor and IBM, to discuss and agreed similar issues throughout the Garden Bridge Works whether or not involving face to face meetings.

3.2 The Liaison Procedure shall be as follows:

3.2.1 representatives of ITV and GBT shall meet at the request of either party and otherwise not less frequently than once per month;

3.2.2 ITV and GBT shall each use its reasonable endeavours to ensure that a meeting takes place as soon as possible after the receipt of a request but in any event not more than 10 days after such receipt;

3.2.3 ITV and GBT shall provide personnel to attend the meetings with sufficient knowledge and authority with respect to the matters to be discussed at the meetings; and

3.2.4 representatives of other interested parties may be invited to attend and participate in meetings if this is agreed in advance by ITV and GBT.

PROVIDED that in the event of any conflict between clause 3.2 and the Protocols, the Protocols shall prevail.

4 The Access and Services Licence

4.1 Subject to paragraph 12 of Schedule 3 and after satisfaction of each of the matters referred to in clauses 4.2 and 4.3, ITV permits GBT and those authorised by GBT for the purposes of the Garden Bridge Works to pass and repass, with or without vehicles over the Access and Services Area and the Enabling Works Area for the applicable Licence Period in common with ITV and all others authorised by ITV (so far as is not inconsistent with GBT's use of the Access and Services Area) in accordance with the Protocols.

4.2 In carrying out the Garden Bridge Works and accessing the Walkway, the Access and Services Area and the Enabling Works Area, GBT shall and shall procure that those carrying out the Garden Bridge Works permit ITV and ITV's contractors access for the purpose of maintaining and repairing ITV's cabled services to and from ITV's Premises during the course of the Licence Period.

4.3 The matters referred to in clause 4.1 are:

4.3.1 the carrying out and completion of a Basement Survey by the Garden Bridge Works Contractor at such times and during such periods as previously agreed with ITV;

4.3.2 the delivery to ITV of a copy of the report prepared by the Garden Bridge Works Contractor setting out the results of the Basement Survey and the recommendations on whether Strengthening Works are required to be carried out; and

4.3.3 subject to paragraph 13 of Schedule 3, the parties'-

(a) agreement of the detailed design of the Strengthening Works in accordance with paragraph 1.2 of Schedule 3 and thereafter the carrying out and completion of such Strengthening Works in accordance with and subject to the terms of Schedule 3; or

(b) or (in the alternative) the parties' agreement that no Strengthening Works will be carried out to the basement areas of the buildings on ITV's Premises below the Access and Services Area.

4.4 ITV agrees that in the event it disposes of its interest in the any part of the Access and Service Area prior to expiry of the Licence Period it will procure that the disponsee enters into a licence with GBT on the same terms as this clause 4.

5 Construction obligations

- 5.1 The parties hereto shall comply with their respective obligations set out in Schedule 3 hereof, the terms of which shall have effect.
- 5.2 GBT and ITV shall adhere at all times to the Protocols.
- 5.3 The Protocols may be varied at any time by agreement in writing between the parties.
- 5.4 GBT grants to ITV an irrevocable, non-exclusive, royalty-free licence to use and reproduce all plans, drawings, calculations, specifications and any other document (the **Documents**) prepared by GBT, the Certifier, the Contractors or their subcontractors, subconsultants or suppliers, to the extent that copyright in such Documents has been or will be vested in GBT, for any purpose connected with the ITV's Premises and to grant sub-licences in the terms of this licence but copyright in the Documents shall remain vested in GBT. GBT hereby warrants to ITV that the use of the Documents for any purposes connected with the ITV Works will not infringe the rights of any third person.

6 Rights to light

- 6.1 [Clause deleted.]

7 Party walls

- 7.1 For the avoidance of doubt, GBT acknowledges that it will serve such notices upon ITV as are required by the Party Wall etc Act 1996 and in accordance therewith in respect of the Garden Bridge Works.

8 The Planning Process

The Garden Bridge

- 8.1 The parties acknowledge that the planning process for the Garden Bridge Works is an ongoing process and that the Planning Permission and its conditions may be subject to future applications to vary them, that supplemental or alternative consents may be applied for, or that GBT may consider alternative methods of discharging conditions.
- 8.2 ITV reserves its right to make representations in respect of any applications referred to in clause 8.1.
- 8.3 Without prejudice to ITV's rights set out in clause 8.2, ITV will consider any applications as described in clause 8.1 that GBT wish to make to the local planning authority and will discuss with GBT its proposed response ("ITV Response") to the local planning authority prior to its submission thereto having had due regard to any points raised by GBT on compliance by GBT with the following requirements:
 - 8.3.1 GBT shall notify ITV of its intended application and supply a full copy of it prior to its submission to the local planning authority and failure to do so releases ITV from its obligations under this clause 8.3.

- 8.3.2 GBT shall provide full details and all supporting information to ITV in order for ITV to consider ITV's Response on a fully informed basis. The information supplied must be accurate, up to date and complete.
- 8.3.3 GBT shall ensure that ITV has a reasonable time (being not less than 5 working days unless otherwise agreed by ITV) to consider any intended application or application ("Application") by or on behalf of GBT having regard to the nature and complexity of its content and its potential impact on ITV and/or its business, and ITV shall notify GBT promptly if ITV considers that it has not been given sufficient notice of any application that GBT wishes ITV to consider.
- 8.4 ITV will liaise with GBT in order to try to resolve any issues ITV may have with the Application prior to submission of its comments to local planning authority but ITV reserve its rights to make its submission in a time and manner that it considers appropriate.
- 8.5 ITV and GBT have worked together to agree the Protocols and terms of this Agreement in order to facilitate the approval of the detail of conditions relating to noise and vibration on the basis of the information currently available.
- 8.6 GBT warrant that the information provided to ITV in respect of Condition 10 of the Planning Permission is the most up to date available and that no further amendments will be made prior to the condition being considered by the local planning authority.
- 8.7 On that basis, following the exchange of this Agreement, ITV will immediately submit the planning condition letter to the local planning authority.

ITV Redevelopment

- 8.8 Subject to clause 8.10 below GBT will not object to the local planning authority in relation to any future application for planning permission made by, or on behalf of, ITV (or any party that ITV has entered into contractual relations with in respect of any redevelopment of the ITV Premises) ("ITV Application") to redevelop the ITV Premises (with or without other Premises or land).
- 8.9 GBT shall (subject to clause 8.10 below) facilitate the ITV Application in the following manner:
- (a) by acknowledging to the local planning authority that it has no objection to the principle of the redevelopment of the Premises (with or without other land); and by
 - (b) co-operating with ITV in the drawing up of plans and specifications to facilitate the link of the Garden Bridge and the proposals the subject of the ITV Application.
- 8.10 Nothing in this Agreement shall oblige GBT from refraining from making any objection to the local planning authority in respect of any parts of any proposals contained in any ITV Application that:
- 8.10.1 would cause GBT to be in breach of any planning controls applicable to the Garden Bridge; or

- 8.10.2 would cause GBT to be in breach of any health and safety or security measures relevant to the Garden Bridge; or
- 8.10.3 would materially infringe GBT's ability to operate the Garden Bridge in an efficient manner; or
- 8.10.4 are likely to materially increase GBT's costs of operating the Garden Bridge in an efficient manner (unless ITV has agreed with GBT to fully offset any such increased cost); or
- 8.10.5 were developed without ITV having duly taken into account or considered (as the case may be) GBT's reasonable requirements or representations such that ITV is in breach of clause 8.13 but subject to the requirements of clause 8.12.

Provided always where such measures or controls, operational procedures or costs could in GBT's reasonable consideration be appropriately adjusted then GBT (acting reasonably) shall pursue any reasonable adjustment with the local planning authority and such objection is to be withdrawn if such adjustment is made such that there is no longer a breach.

- 8.11 Without prejudice to clause 8.10 above, GBT will consider any applications that ITV wish to make to the local planning authority to redevelop the ITV Premises (with or without other land) and will discuss with ITV its proposed response ("GBT Response") to the local planning authority prior to its submission thereto having had due regard to any points raised by ITV on compliance by ITV with the following requirements:
 - 8.11.1 ITV shall notify GBT of its intended application prior to its submission to local planning authority and failure to do so releases GBT from its obligation in clause 8.8.
 - 8.11.2 ITV shall provide full details and all supporting information to GBT in order for GBT to consider GBT's Response on a fully informed basis. The information supplied must be accurate, up to date and complete.
 - 8.11.3 ITV shall ensure that GBT has a reasonable time (being not less than 5 working days unless otherwise agreed by GBT) to consider any ITV Application by or on behalf of ITV having regard to the nature and complexity of its content and its potential impact on GBT and/or its operation of the Garden Bridge, and GBT shall notify ITV promptly if GBT considers that it has not been given sufficient notice of any application that ITV wishes GBT to consider.
- 8.12 GBT will liaise with ITV in order to try and resolve any issues GBT may have with any ITV Application prior to submission of GBT Response but GBT reserves its right to make its submission in a time and manner that it considers appropriate provided that to do so would not be in breach of the terms of this Agreement.
- 8.13 ITV and GBT will co-operate in good faith as regards the development of ITV's redevelopment proposals with a view to ensuring that such redevelopment is compatible with the proper operation of the Garden Bridge and facilitates the link of the Garden Bridge and the ITV Premises and in that regard, ITV will consult regularly with GBT in the course of developing ITV's redevelopment proposals and in particular will provide GBT with regular updates in writing (with no more than two months between updates) about the development of its redevelopment proposals and submit to GBT any relevant plans, sections and specifications of that work and such further relevant particulars available to it as GBT may reasonably request, and ITV will take into account in the course of developing ITV's redevelopment

proposals any reasonable requirements or representations made by GBT in relation to those proposals insofar as relevant to the matters referred to in clauses 8.10.1, 8.10.2, 8.10.3 and 8.10.4 and otherwise ITV will consider in the course of developing ITV's redevelopment proposals any reasonable requirements or representations made by GBT in relation to those proposals.

- 8.14 ITV shall promptly reimburse GBT's reasonable and proper costs in GBT meeting its obligations to ITV under clauses 8.9, 8.10, 8.11, 8.12 and 8.13 such costs to be agreed between the parties or failing which to be settled pursuant to the dispute resolution procedure in clause 11.

Property Rights Relevant to Linkage

- 8.15 GBT, being in the process of negotiating a sub-lease from Coin Street Community Builders (Coin Street Community Builders being the current owners of the south landing building of the Garden Bridge), agrees that it will, to the extent that it is able, pass (but not itself relinquish) the benefit of any rights it has secured in its sub lease as regards the roof of the south landing building to ITV (and together with such rights that GBT can itself grant) as and when needed by ITV to the extent necessary to facilitate the redevelopment of ITV's Premises (with or without other land) and its linkage with the south landing building.
- 8.16 For the avoidance of doubt nothing in clause 8.15 above shall require GBT to seek to acquire any rights from Coin Street Community Builders or any other person for the purposes of clause 8.15.
- 8.17 Insofar as meeting its obligations under clause 8.15 is anticipated by GBT to result in GBT incurring additional costs in operating or maintaining the Garden Bridge then ITV shall meet those additional costs as a pre-requisite to ITV obtaining rights under clause 8.15 such costs to be agreed between the parties or failing which to be settled pursuant to the dispute resolution procedure in clause 11 provided that GBT will act in good faith and reasonably in making changes to the operating and maintenance regime of the Garden Bridge where to do so is not to be a material detriment and it is possible for GBT (acting reasonably) to thereby mitigate the additional costs referred to in this clause 8.17 and for the avoidance of doubt GBT will not be entitled to charge a premium to ITV in respect of any rights granted.

Confidentiality

8.18 Confidentiality

- 8.18.1 Except to the extent required by law and any other regulatory requirements) and save where necessary to implement this Agreement, neither party to this Agreement will at any time without the written consent of the other make any press or other public announcement or divulge or communicate to any person any of the [financial] terms of this clause 8 and save in respect of the elements of the planning process which are public.
- 8.18.2 ITV and GBT will take all reasonable steps to bind their respective professional advisors and others employed by them in respect of the Garden Bridge Project as regards clause 18.1.

9 Limitations on Remedies and Insurance

- 9.1 In respect of the Garden Bridge Works, GBT shall and shall procure its Contractors shall take out and maintain with reputable insurers for the duration of the Garden Bridge Works, public liability insurance for death and personal injury to third parties and loss and/or damage to third party property in an amount of not less than £10,000,000 for any one claim,
- 9.2 GBT shall, on request from ITV, provide written evidence of the policies of insurance maintained under Clause 9.2, as appropriate, and the payment of any premiums in respect of those policies of insurance.

10 Indemnities

- 10.1 GBT acknowledge that ITV and the ITV Group may suffer loss of use, loss of profit, loss of business, regulatory fines, indirect economic or consequential loss and all other such liabilities as a result of the carrying out of the Garden Bridge Works, the ITV Works and other activities contemplated by this Agreement ("the **ITV Losses**").
- 10.2 GBT shall indemnify and keep ITV and the ITV Group indemnified at all times from and against any and all losses, costs, damages, expenses and/or liabilities sustained by ITV or the ITV Group in consequence of:
- 10.2.1 any claim for, or in respect of, the death and/or personal injury of any employee of, or person engaged by GBT,
 - 10.2.2 any claim for, or in respect of, the death and/or personal injury of any third party arising out of, or in the course of, the carrying out of the ITV Works and/or the Garden Bridge Works,
 - 10.2.3 any physical loss of or damage to ITV's Premises and/or its contents or any of the ITV Group's assets arising out of, or in the course of, the carrying out of the ITV Works and/or the Garden Bridge Works save where such loss or damage has been caused by any negligent act or omission of ITV or ITV's Advisors,
 - 10.2.4 any claim for loss of or damage to property or assets by any third party arising out of, or in the course of, the carrying out of the ITV Works and/or the Garden Bridge Works except to the extent that such loss or damage has been caused by any negligent act or omission of ITV or ITV's Advisors,
 - 10.2.5 any ITV Losses arising due to the noise level limits and /or the vibration second action level limits referred to in paragraphs 4.1.1 and 5.2.3 of the TAP being exceeded during the carrying out and/or completion of the ITV Works and/or the Garden Bridge Works at any time or times during the Controlled Hours, whether or not GBT and/or the applicable Contractor have used the best possible means to prevent or mitigate any such excess noise and/or vibration;
- 10.3 ITV will give GBT written notice of any such actions claims or demands as soon as reasonably possible after ITV becomes aware of any such actions claims or demands
- 10.4 The indemnity given in clause 10.1 of this Agreement is conditional upon ITV:

- 10.4.1 not admitting liability to any third party or making any offer to settle, settling or compromising any such actions claims or demands without GBT's consent (such consent not to be unreasonably withheld or delayed);
 - 10.4.2 taking reasonable steps to mitigate any liabilities relating to such actions claims or demands provided it is not reasonable for ITV to vary the Permitted Hours/Controlled Hours (as referred to in Schedule 3) and/or the Protocols as part of any mitigation; and
 - 10.4.3 keeping GBT informed of the progress of any such actions, claims and demands and paying due regard to GBT's reasonable representations in relation thereto provided that such representations are made to ITV in writing within such period of time as may be reasonably specified by ITV or, in the absence of a response period being specified by ITV, as soon as reasonably possible.
- 10.5 ITV shall be entitled to recover any losses suffered by the ITV Group directly against GBT pursuant to this Agreement on behalf of the ITV Group.
- 10.6 GBT will not seek to avoid or restrict liability to ITV and the ITV Group on the ground that not all the companies within the ITV Group are party to this Agreement.

11 Dispute resolution

- 11.1 Any party may call a meeting for the purpose of resolving a dispute arising out of this Agreement by serving not less than five (5) working days' written notice on the other party and the parties shall seek to resolve any dispute between them in relation to any matter the subject of this agreement pursuant to this Clause 11.
- 11.2 Both parties agree to procure that a senior representative with sufficient knowledge and authority in respect of the matter in dispute shall attend any meeting called in accordance with this clause and will co-operate in good faith with the other party in accordance with Clause 2 to resolve the dispute as amicably as possible within ten working days of a meeting called for that purpose.
- 11.3 If the senior representatives fail to resolve the dispute in the allocated time:
- 11.3.1 any dispute or difference arising hereunder may be referred for adjudication in accordance with the Scheme for Construction Contracts (England and Wales) Regulations 1998 as amended from time to time. The adjudicator's decision is binding until the dispute or difference is finally determined by the Courts and the adjudicator shall not be liable for anything done or omitted in the discharge or purported discharge of his functions as adjudicator unless the act or omission is in bad faith and any employee or agent of the Adjudicator is similarly protected;
 - (a) for the purposes of sub-clause 11.3.1 the adjudicator may be nominated by the parties jointly but in the absence of agreement on a joint nomination the adjudicator shall on the application of the referring party be nominated by (unless otherwise provided in this Agreement) the President for the time being of the Royal Institution of Chartered Surveyors;

- 11.4 This clause shall be subject to either party's right to refer a dispute regarding paragraph 7 of Schedule 3 for determination by an expert pursuant to paragraph 14 of Schedule 3.
- 11.5 Subject to clauses 11.3 and 11.4, the English courts shall have jurisdiction over any dispute or difference between the parties which arises out of or in connection with this Agreement.

12 Termination

- 12.1 Without affecting any other right or remedy available to it, ITV may terminate this Agreement by written notice to GBT:

12.1.1 If GBT party is in material breach of any of its covenants or obligations contained in this Agreement which breach is irremediable or, if such breach is remediable, that party fails to remedy within a period of 14 days after being notified in writing to do so; or

12.1.2 In event of default or insolvency by GBT; or

12.1.3 If GBT pass a Resolution.

- 12.2 Without affecting any other right or remedy available to it, GBT may terminate this Agreement with and on written notice to ITV if an event of insolvency occurs in respect of both entities referred to in the definition of "ITV" Provided always that GBT shall not exercise this right unless the two entities comprising ITV are both subject to insolvency and the administrator, administrative receiver, liquidator or receiver of both has confirmed to GBT that the companies will not be disposed of but will be wound up (for the avoidance of doubt insolvency of one ITV party only will not give rise to a right of termination on the part of GBT).

- 12.3 Without affecting any other right or remedy available to it, ITV may terminate this Agreement with immediate effect by giving written notice to GBT in the event that the Garden Bridge Works have not been substantially commenced on site within five years of the date of this Agreement or if a Resolution is passed as defined in clause 12.4 below.

- 12.4 GBT may terminate this Agreement by giving not less than one calendar month's notice to that effect to ITV on or after the occurrence of GBT's board making a formal resolution to either (a) where the Garden Bridge Works have not materially commenced to construct the Garden Bridge or (b) where the Garden Bridge Works have materially commenced to suspend or terminate the construction of the Garden Bridge ("the Resolution") and GBT shall serve written notice of any Resolution and a copy of that Resolution on ITV within 10 days of it being passed.

- 12.5 If this Agreement is terminated:

- 12.5.1 GBT shall as soon as reasonably practicable consistent with its obligations under this clause 12.5.1:

- (a) suspend and discontinue the works to the Walkway together with the ITV Works, leaving the suspended works, the Walkway and ITV's Premises in a safe, clean and tidy condition;
- (b) to the extent that ITV instructs GBT to do so, reinstate the Walkway to permit ITV to resume the queuing of its audience members in the Walkway unimpeded by the Garden Bridge Works;

- (c) remove all plant, tools, equipment and any materials on the Walkway and discontinue vehicular access over the Walkway by GBT, its Contractors, subcontractors, subconsultants, suppliers and any other persons in connection with the Garden Bridge Works;
- (d) if so instructed by ITV removing any plant, tools, equipment and any materials on site are removed from ITV's Premises, leaving ITV's Premises in a safe, clean and tidy condition;
- (e) within 28 days of termination pay all costs due to ITV pursuant to the terms of this Agreement.

For the avoidance of doubt GBT shall not be obliged to carry out or pay for the carrying out of the ITV Works if GBT gives notice of termination pursuant to clause 12.4 before the Garden Bridge Works have materially commenced and before the ITV Works have commenced (disregarding any immaterial and discrete parts of the ITV Works which have been commenced and completed at the time of the notice). Where notice has been given pursuant to clause 12.4 in all other circumstances, GBT shall reinstate ITV's Premises (including the associated fire alarms, CCTV and security works forming part of the ITV Works) to no worse condition than at the date of this Agreement provided that, where the secondary glazing comprising part of the ITV Works has only been partially installed at the time of the notice, GBT shall complete the installation of the secondary glazing to ITV's Premises or, subject to obtaining ITV's approval, GBT shall remove the secondary glazing and make good all such affected areas of ITV's Premises so that ITV's Premises are in no worse condition than set out in the Schedule of Condition, such works to be carried out in accordance with Schedule 3.

12.5.2 If GBT shall fail to carry out the ITV Works and/or Additional Works in accordance with the terms of this Agreement ITV may, at its sole discretion, employ and pay other persons to carry out and complete any part or parts of the ITV Works and/or the Additional Works which are in an incomplete state at the date of termination of this Agreement but otherwise to reinstate ITV's Premises to achieve a condition substantially similar to the condition set out in the Schedule of Condition and ITV's costs incurred in this respect shall be a debt payable by GBT to ITV.

12.6 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.

13 Costs

13.1 Within 28 days of the date of this Agreement GBT shall pay to ITV the Historic Costs.

13.2 ITV shall give reasonable notice to GBT of any new advisors/contractors or other necessary people prior to incurring any related Ongoing Costs save in case of emergency.

13.3 The Ongoing Costs shall be paid by GBT to ITV within 28 days of ITV delivering an ITV Statement as defined in 13.4 below to GBT.

13.4 The ITV Statement shall contain details of all Invoices referred to and sufficient detail for GBT to establish that the costs demanded are properly chargeable as Ongoing Costs

13.5 Any dispute over whether an item is an Ongoing Cost shall be determined by reference to dispute resolution in accordance with this Agreement, but GBT shall pay all undisputed items within an ITV Statement in accordance with clause 13.3. Where disputed items are judged payable following dispute resolution the withheld payment shall attract interest at the rate of 4% above the base rate of Barclays Bank Plc from the date of the ITV Statement to the date of payment, and GBT shall pay ITV's costs in connection with such dispute resolution (provided that the costs of adjudication shall be in accordance with the Housing Grants, Construction and Regeneration Act 1996), but for the avoidance of doubt GBT shall not be liable for ITV's costs if the dispute resolution process determines that the relevant disputed sum is not properly due and payable by GBT.

13.6 An ITV Statement may not be served more than once in any calendar month.

14 Assignment of this Agreement

14.1 Except to the extent provided in this Clause 14, no party may assign the benefit or transfer the burden of this Agreement to any third party.

14.2 GBT may at any time transfer its entire rights, obligations and liabilities under this Agreement by way of novation to any successor in title to the Garden Bridge or any successor to the charitable objects of GBT, provided that ITV (acting reasonably) may object to such transfer unless the GBT is able to procure that such successor provides alternative security for the performance of its obligations under this Agreement from an entity and in a form reasonably satisfactory to ITV.

14.3 ITV may at any time assign the benefit and its interest in this Agreement to any successor in title or tenant under a lease who ~~undertakes a similar business to ITV at~~ ^{ITV's} Premises or part thereof. of
CPL

14.4 ITV shall procure that any successor who receives the benefit of this Agreement shall enter into a Deed of Covenant with GBT to observe and perform its terms within 10 working days of the relevant disposition.

14.5 In order to effect the novation referred to in Clause 14.2, ITV shall within 10 Working Days of a request by GBT execute engrossments (provided by GBT) of a deed of novation.

14.6 ITV irrevocably authorises GBT to complete the deed of novation referred to in Clause 14.5 at any time after it has been executed by the other parties to it.

15 No Variations to this Agreement

15.1 No variation of this Agreement shall be effective unless it is reduced to writing and is signed by or on behalf of a duly authorised representative of ITV and GBT.

16 Notices

16.1 Any notice served or given or documents supplied under or in relation to this Agreement shall (in the case of a notice) be in writing, shall refer to the relevant provision of this Agreement, and shall in all cases be deemed to be sufficiently given, served or supplied if addressed or supplied to ITV or GBT, as the case may be, and sent by first class post, courier service or registered post to the following individuals and addresses or to such other individuals and addresses as ITV or GBT may from time to time designate by written notice to the other:

For ITV: [REDACTED] ITV plc, London Television Centre Upper Ground London SE1 9LT, with a copy sent to Donna Uden, ITV plc, London Television Centre Upper Ground London SE1 9LT.

For GBT: Mr Anthony Marley, Programme Director, Garden Bridge Trust, South Wing, Somerset House, Strand, London, WC2R 1LA

17 Rights of third parties

Only ITV and GBT may enforce the terms of this Agreement and no third party may enforce any such term by virtue of the Contracts (Rights of Third Parties) Act 1999 (save in respect of the indemnities benefiting ITV Group in clause 10 of this Agreement).

This Agreement is executed as a deed and takes effect on the date stated at the beginning of it.

Signed as a deed by)
GARDEN BRIDGE TRUST acting) [REDACTED]
by JOHN ROBERTS HEAPS, a director)
in the presence of) Director

Witness Signature [REDACTED]

Witness Name *GEORGINA HERRICK*

(block capitals)

Witness Address
BIRCHAM DYSON BELL LLP
Solicitors and Parliamentary Agents
50 BROADWAY
WESTMINSTER
LONDON SW1H 0BL

Signed as a deed by **ITV LONDON
PROPERTIES LIMITED** acting by
IAN GRIFFITHS, a director
in the presence of

)
)
)
) Director



Witness Signature



Witness Name
(block capitals)

.....
DONNA A DEN

Witness Address

.....
*ITV 56-65 UPPER GROUND,
LONDON SE1 9LT*

Signed as a deed by **ITV SERVICES
LIMITED** acting by
IAN GRIFFITHS, a director
in the presence of

)
)
)
) Director



Witness Signature



Witness Name
(block capitals)

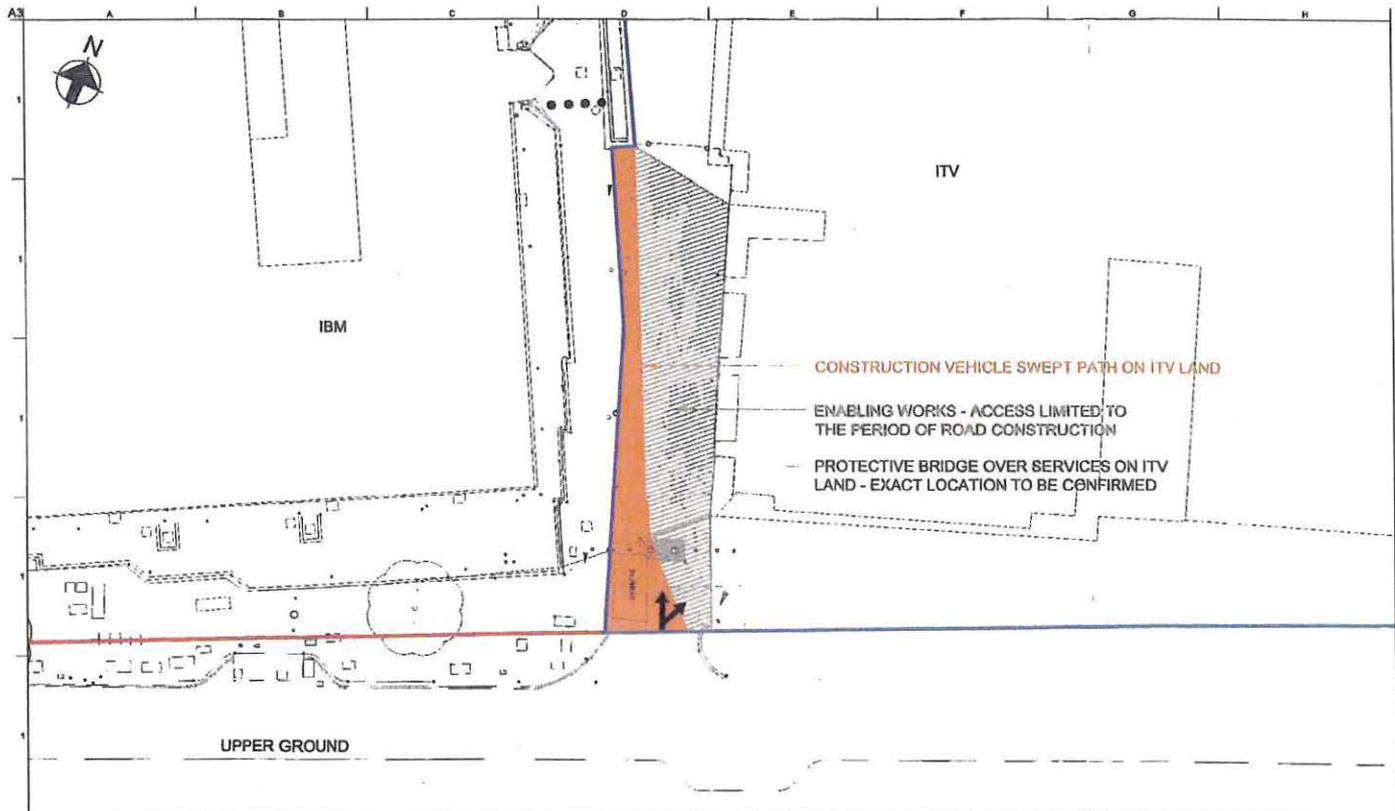
.....
DONNA A DEN

Witness Address

.....
*ITV 56-65 UPPER GROUND,
LONDON SE1 9LT*

SCHEDULE 1

Plan A



Legend

	IBM Boundary
	ITV Boundary
	Construction vehicle swept path on ITV land
	Enabling works - access limited to the period of road construction
	Protective bridge over services on ITV land - exact location to be confirmed
Issue	Date By CHKD APPD

Landscaping Consultant
Dan Pearson Studio
 The Albany, The Quayway off Westminster Bridge Road London SE1 7UY
 T: +44 (0) 20 7079 5002
 www.danpearsonstudio.com

Design Consultant
Heatherwick studio
 200 - 201 Great Lane Road London WC1X 8BN
 T: +44 (0)20 7633 8900
 www.heatherwickstudio.com

Engineering Consultant
ARUP
 12 Fenny Street London W7T 4BG
 T: +44 (0)20 7638 1331 F: +44 (0)20 7638 3924
 www.arup.com

Planning Status
 For Information.

Applicant
 Garden Bridge Trust
Project Title
 Garden Bridge
Scale at A3
 1:250
Discipline

Drawing Title
 Construction Vehicle Swept Path Land Ownership Boundaries Sketch
Drawing Status
 For Information
Drawing No
 AR-TRA-P-0151
Revision

SCHEDULE 2
Protocols

CONSTRUCTION LIAISON MANAGEMENT PLAN WITH ITV

GB-BY-ALL-ALL-PLN-CON-00025

C. CHASSET

JY BROSSETTE

P JAN

Prepared by:

Name

Job Title

Validated by:

Name

Job Title

Approved by:

Name

Job Title

GARDEN BRIDGE PROJECT					
Rev.	Date	Prepared	Reviewed	Approved	Purpose of revision
4	18/02/16	C CHASSET	JY BROSSETTE	P JAM	Final Version
3	16/02/16	C CHASSET	JY BROSSETTE	P JAM	Final Version
2	10/02/16	C CHASSET	JY BROSSETTE	P JAM	Appendices modification A/D/E/H
1	11/12/15	C CHASSET	JY BROSSETTE	P JAM	Agreed version

REVISION TABLE																							
PAGE	REVISION					PAGE	REVISION					PAGE	REVISION					APPENDIX	REVISION				
	1	2	3	4	5		1	2	3	4	5		1	2	3	4	5		1	2	3	4	5
1						21						41						A					
2						22						42						B					
3						23						43						C					
4						24						44						D					
5						25						45						E					
6						26						46						F					
7						27						47						G					
8						28						48						H					
9						29						49						I					
10						30						50						J					
11						31						51						K					
12						32						52						L					
13						33						53						M					
14						34						54						N					
15						35						55						O					
16						36						56						P					
17						37						57						Q					
18						38						58						R					
19						39						59						S					
20						40						60						T					

TABLE OF CONTENTS

1. INTRODUCTION	4
1.1. NON-TECHNICAL SUMMARY	4
1.2. SCOPE OF THE CONSTRUCTION LIAISON MANAGEMENT PLAN	4
1.3. CONTEXT, STANDARDS AND GUIDANCE	4
2. DESCRIPTION OF PROJECT	5
2.1. INTRODUCTION.....	5
2.2. WORKS AT THE SOUTH LANDING	6
2.3. ACCESS	6
2.3.1. THE QUEEN'S WALK	6
2.3.2. ACCESS ROAD BETWEEN ITV AND IBM	7
3. DESCRIPTION OF BOUYGUES DELIVERIES	7
4. ITV AUDIENCE MANAGEMENT PLAN	8
5. RESPONSIBILITIES OF BOUYGUES AND ITV	9
6. PRE-EMPTIVE SCHEDULING.....	10
6.1. VARIATIONS TO SCHEDULE / PLAN (E.G. PROCESS FOR MAKING ADJUSTMENTS TO SCHEDULE).....	10
7. NOISE AND VIBRATION	11
8. EMERGENCY PLAN.....	11
9. ESCALATION PROCESS	11
10. COMMUNICATIONS	11
11. COMPLAINTS PROCESS	12
12. CONSTRUCTION ACCESS ROAD, SECURITY ARRANGEMENTS.....	12
APPENDIX A: ACCESS ROAD PROPOSAL.....	14
APPENDIX B: SIGNAGE DIVERSION	15
APPENDIX C: SOUTH LANDING SITE	16
APPENDIX D: CONSTRUCTION ROUTES	17
APPENDIX E: AVERAGE VEHICLE MOVEMENTS	18
APPENDIX F: NON TYPICAL DELIVERIES	19
APPENDIX G: DELIVERY PROGRAMME	20
APPENDIX H: ITV AUDIENCE MANAGEMENT PLAN.....	21
APPENDIX I: ITV STUDIOS NOISE AND VIBRATION TRIGGER ACTION PLAN	22

1. INTRODUCTION

1.1. NON-TECHNICAL SUMMARY

This Construction Liaison Management Plan (CLMP) has been designed and consulted upon to ensure any disruption to ITV employees, visitors and audience members using the ITV building¹ is kept to a practicable and safe minimum during the construction of the Garden Bridge.

This CLMP should be read in conjunction with the Construction Logistics Plan, the Pedestrian & Cyclist Management Plan and the Code of Construction Practice.

The Bouygues TP and Cimolai Joint Venture (BY/CIM JV) is proposing to implement a series of mitigation measures that seek to ensure that disruption is kept to a minimum during construction.

The effectiveness of the CLMP will be regularly reviewed at monthly liaison meetings.

1.2. SCOPE OF THE CONSTRUCTION LIAISON MANAGEMENT PLAN

This CLMP has been produced to establish a protocol with ITV to secure safe use of the access road between the IBM and ITV buildings, to be used by the project team to access the South Landing construction site. This shared access road is designed and marshalled to allow joint use for site access, ITV queue management, as well as emergency exit for ITV and IBM. The CLMP defines the ongoing communication and liaison between the Garden Bridge Trust (GBT), its Principal Contractor (BY/CIM JV) and ITV to ensure:

- safe use of the access road between the IBM and ITV by pedestrians, audiences and cyclist alongside Garden Bridge construction activities throughout the construction period;
- ongoing construction vehicle access to the site can continue safely during periods of ITV queuing;
- ongoing planning and liaison to minimise conflicts between peak periods of queuing and peak periods of HGV movements to the site; and
- a collaborative approach is maintained.

1.3. CONTEXT, STANDARDS AND GUIDANCE

The CLMP has been developed with reference to the following:

- Garden Bridge Code of Construction Practice (Parts A & B);
- Transport for London's Cyclists at Road Works Guidance;
- Safety at Street Works & Road Works, a Code of Practice (2013);
- Garden Bridge Environmental Statement;
- Garden Bridge Transport Assessment;
- Garden Bridge Pedestrian Environment Review System (PERS) Audit;
- Garden Bridge Pedestrian Comfort Assessment.

¹ The ITV building is also known as the London Television Centre or the London Studios and is located at Upper Ground, London, SE1 9LT.

2. DESCRIPTION OF PROJECT

2.1. INTRODUCTION

The GBT is leading the development of the Garden Bridge Project, a proposed new pedestrian bridge crossing the River Thames between Temple underground station and The Queen's Walk in London. The site includes land on the North Bank of the Thames near Temple underground station, including the northern foreshore of the Thames, and land on the South Bank incorporating The Queen's Walk and the southern foreshore of the Thames (see Figure 1).



Figure 1: Garden Bridge Project

The Garden Bridge Project received planning permission from the London Borough of Lambeth (LBL) on 19 December 2014 and from Westminster City Council (WCC) on 22 December 2014.

The South Landing site is a pedestrianised promenade which forms part of The Queen's Walk and attracts high volumes of tourists, particularly during the summer months. The closest road to the site is Upper Ground approximately 150m to the south. An overview of the South Landing site is presented in Figure 2 below.

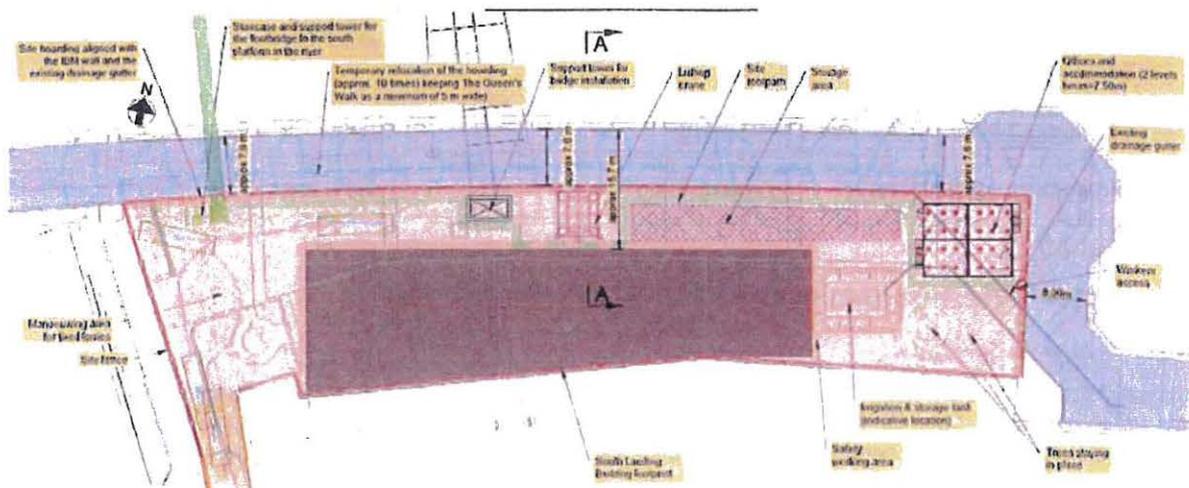


Figure 2: South Landing site overview

Title Construction liaison management plan with ITV

Reference GB-BY-ALL-ALL-PLN-CON-00025

Page 5 / 22

The South Bank is also the location of a number of important entertainment facilities, including those of ITV. The BY/CIM JV has an obligation to liaise and cooperate with the operators of these facilities to minimise the impact of the Project's construction on their activities. Some restrictions on the timing of certain activities may be required which may impact on the scheduling of the works and the required mitigation measures for the South Landing works.

2.2. WORKS AT THE SOUTH LANDING

The BY/CIM JV has developed a staged approach to the activities to be completed at the South Bank. In order to minimise the occupancy of the area adjacent to the ITV building, the site compound will be built in advance of the construction works.

The works at the South Landing and the approximate timeframes are set out in Table 1.

Table 1: South Landing works²

Activity	Start date	End date
Access ITV/IBM roadway - Highway and utilities works	March 2016	Dec. 2016
South landing - Site compound	Dec. 2016	Feb. 2017
South pier – Enabling works	Jul. 2016	Jan 2017
South pier – Piles	Feb. 2017	May. 2017
South pier – Pile caps	May 2017	June 2017
South pier – Pier	June 2017	August 2017
South pier - Backfill and scour protection	Oct. 2017	Nov. 2017
Bridge deck - Deck erection	Nov. 2017	May 2018
Bridge – Landing and planting	May 2018	Dec. 2018
South landing building – Piles	April 2017	June 2017
South landing building – Structure and envelope	June 2017	April 2018
South landing building - finishing	April 2018	July 2018
South landing – reinstatement	August 2018	Dec. 2018

2.3. ACCESS

The project will impact two areas around the ITV building / South Bank area.

2.3.1. THE QUEEN'S WALK

To safely deliver the project, it will be necessary to close The Queen's Walk on approximately 13 occasions for up to 24 hours, and to temporarily narrow The Queen's Walk on approximately 10 times during the construction period to accommodate lifting and bridge installation works. When access is temporarily

² Note: dates are indicative and are based on the revision 5 programme (according to Extended PCSA)