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LONDON SW1A 0AA

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Transport for London Commissioner  
Transport for London  
Windsor House  
42-50 Victoria Street  
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Thursday 22<sup>nd</sup> September 2016

Dear Mike Brown MVO,

This morning it has been announced that the Mayor, Sadiq Khan, has asked me to establish an independent review of the Garden Bridge project.

I wanted to write to you at the start of this review as someone who has been closely involved in the project. I am keen that we have open discussion and cooperation between us during my review.

A key focus for Sadiq is to ensure Londoners get value for money. It is with this in mind that I was delighted to accept his offer to look in detail at the decisions made so far regarding the Garden Bridge. I want to explore whether taxpayers are receiving value for money from this project and what lessons we can learn for other schemes in our city.

My review will look in detail at the procurement process around the project, and whether required standards have been met around transparency and openness going back to the beginning of the project. The Mayor and I have agreed that my report will be published in full.

I would like to stress that this is not a project that I have previously had an opinion for or against. I begin this review with an open mind and a desire to secure greater transparency and value for money around the Garden Bridge project.

While I am sure we will speak during the course of my review, do please feel free to contact me should you have any questions.

All best wishes

**Rt Hon Dame Margaret Hodge MP**



Rt Hon Dame Margaret Hodge MP  
House of Commons  
London  
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30 September 2016

Dear *Margaret*

## **Garden Bridge Review**

Thank you for your letter of 22 September.

We welcome your review and will, of course, provide you with all the assistance you require.

We have sought to make our involvement in the project open and transparent, and we have published extensive information on our website at <https://tfl.gov.uk/corporate/publications-and-reports/temple-footbridge>.

I have enclosed a hard copy of this information, as well as some other material you may find useful, including a short note explaining the history of our involvement in the project.

We are fully committed to assisting you in any way that we can. I would welcome the opportunity for an initial discussion with you, to understand better how we can help you in your work. If agreeable please do ask your office to contact my PA, Ella Tagg (020 3054 8903 or [ella.tagg@tfl.gov.uk](mailto:ella.tagg@tfl.gov.uk)) to see if this can be arranged at a mutually convenient date.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'Mike Brown'.

**Mike Brown MVO**

Encl. Information pack on the Garden Bridge project

# Information pack on the Garden Bridge project

September 2016

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The list below details the documents that are contained in this pack. All documents have already been published, except where they are marked with an asterisk (\*). This document pack will be published on the TfL website in full.

## 1 Project summary

- a. Summary and history of TfL's involvement in the project \*
- b. Strategic Outline Business Case, May 2014
- c. Garden Bridge Trust draft Operations and Maintenance Business Plan, March 2016
- d. Breakdown of TfL expenditure on the project, August 2016
- e. Breakdown of funding secured by the Garden Bridge Trust, August 2016
- f. Public spend to date and schedule of future payments, September 2016 \*
- g. List of Freedom of Information requests received by TfL, September 2016 \*

## 2 Mayoral Directions

TfL has provided funding and carried out its work on the project under four Mayoral Directions. Copies of these directions are provided for reference:

- a. MD1248 Temple to South Bank footbridge development proposals, August 2013
- b. MD1355 Garden Bridge development proposals, June 2014
- c. MD1472 Garden Bridge guarantees, June 2015
- d. MD1647 Garden Bridge guarantees, April 2016

## 3 Planning permission

Planning permission for the project was granted by Westminster City Council and Lambeth Council in 2014. The following documents are provided for reference:

- a. Lambeth Council Decision Notice, 19 December 2014
- b. Westminster City Council Decision Notice, 22 December 2014
- c. Summary of planning conditions, 19 September 2016 \*

#### **4 Funding agreement between TfL and the Garden Bridge Trust**

A public contribution to the project was originally discussed in an exchange of correspondence between the then Mayor of London and the then Chancellor of the Exchequer in 2013/14.

TfL entered into a Deed of Grant with the Garden Bridge Trust, which described how we will pay the full £60 million public sector contribution to the project. A separate Loan Facility Agreement was then signed in November 2015.

The following documents are provided for reference:

- a. Exchange of correspondence between the then Mayor of London and the then Chancellor of the Exchequer regarding public funding of the project, August 2013 – March 2014
- b. Deed of Grant, 2 July 2015
- c. Deed of Variation, 13 November 2015
- d. Loan Facility Agreement, 13 November 2015
- e. Variation letter, 25 April 2016
- f. Variation letter, 27 May 2016
- g. Variation letter, 28 September 2016 (with the Trust for response) \*

#### **5 TfL procurement of design services**

TfL conducted two procurement exercises in 2013, to support its work to develop the scheme and secure planning permission. The following procurement documents are provided for reference:

- a. "Garden Bridge – Proposed next steps" TfL briefing note, January 2013 \*
- b. Invitation to Tender for bridge design services, February 2013
- c. Tender submissions from Marks Barfield, Wilkinson Eyre and Heatherwick Studio, and scores
- d. Heatherwick Studio award letter (8 March 2013) and contract (3 May 2013)
- e. Invitation to Tender for consultancy services, April 2013
- f. Arup call-off contract, under TfL's Engineering and Project Management procurement framework, 8 July 2013

#### **6 TfL's Internal Audit review of the design procurement**

- a. Correspondence between TfL and Caroline Pidgeon AM, June – September 2015
- b. TfL Internal Audit memorandum, 15 September 2015
- c. EY review of TfL's Internal Audit memorandum process, and TfL response, September 2016 \*

## **7 GLA Oversight Committee review of the design procurement**

- a. GLA Oversight Committee report, March 2016
- b. The then Mayor of London's response to the report, 3 May 2016
- c. The Commissioner of Transport's response to the report, 4 May 2016

*Extensive documentation has been published by the Committee to accompany their investigation including transcripts of four evidence sessions and a number of correspondence exchanges – these are available on the Committee's website at <https://www.london.gov.uk/about-us/london-assembly/london-assembly-publications/garden-bridge-design-procurement>.*

## **8 Other formal reviews of the project**

- a. Letter from the Comptroller and Auditor General of the National Audit Office to Gareth Thomas MP, describing the NAO's findings about the DfT's rationale for providing £30 million to the project, January 2016 \*  
*We do not believe that this letter has been published, but its contents have been widely reported in the press.*
- b. National Audit Office investigation into the DfT's funding of the Garden Bridge  
*This report has not yet been issued – it is expected in October 2016 and a copy will be provided as soon as it is published.*
- c. Charity Commission review of the Garden Bridge Trust's accounting and governance  
*This report has not yet been issued – it is expected in October 2016 and a copy will be provided as soon as it is published.*

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## THE GARDEN BRIDGE

### SUMMARY AND HISTORY OF TFL INVOLVEMENT

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#### 1 Summary of the project and TfL's involvement

- The Garden Bridge would connect Temple with the South Bank. Construction, operation and maintenance of the bridge are the responsibility of the Garden Bridge Trust, an independent charity specifically set up for the purpose.
- The total project cost is c£185m. The construction contract was let in February 2016 at a cost of c£105m. The project's business case in May 2014 estimated a benefit-cost ratio of 5.8:1.
- TfL first became involved in the Garden Bridge project in early 2013 at the previous Mayor's request.
- Since then we have carried out work under four Mayoral Directions. It is under these Mayoral Directions that we provided support and assistance to the Garden Bridge Trust in securing planning permission in Westminster and Lambeth in late 2014, and are providing £30m to the project. This contribution is matched by central Government, which is also providing £30m to the project.
- The remaining funds for the bridge must be raised by the Garden Bridge Trust, from private sources. Taking into account the money that has already been secured, the Trust needs to raise a further £55.9 million to meet its fundraising total.
- A timeline of TfL's involvement in the project is provided at the end of this document.

#### 2 Progress on delivery

- We understand that the Garden Bridge Trust has completed the following milestones on the project:
  - Planning permission was secured from Westminster City Council and Lambeth Council in late 2014.
  - All pre-commencement planning conditions have been discharged in both boroughs, except for the signing of section 106 agreements.
  - Section 106 agreements have been drafted in readiness for when the Garden Bridge Trust has secured the necessary land interests.
  - A River Works Licence and Lease has been agreed in draft form with the Port of London Authority (PLA).
  - A Marine Licence has been granted by the Marine Management Organisation (MMO), in July 2016.
  - Third party agreements have been entered into with key stakeholders including Thames Tideway Tunnel, the HQS Wellington, ITV and IBM.
  - The main construction contract has been awarded to Bouygues TP Cimolai SpA, following an open, competitive process.



- A Ground Investigation programme has been completed, comprising c£1m of land and riverine works.
- Approximately £70 million of private funding has been secured so far.
- Two Judicial Reviews relating to the project have been resolved – one was settled in 2015, and another was (recently) refused permission by the High Court.
- The Garden Bridge Trust needs to secure a number of key steps before construction of the bridge can begin:
  - Agreement with Coin Street Community Builders and Lambeth Council on lease variations and new sub-leases, to provide the land interest on the south bank.
  - Use of statutory provisions by Westminster City Council to permit the construction of the bridge on Temple station roof, and subsequent lease arrangements to provide the land interest on the north bank.
  - Execution of documents with parties including a Development Agreement for work on the north bank; guarantees for the operation and maintenance of the bridge; and a River Works Licence. These documents are already prepared in draft form.
  - Remobilisation of the main construction contractor following a standby period that was initiated in August 2016 as a result of delays finalising property and planning matters.
  - Raising sufficient further private funds for the Trust to meet all contractual liabilities and have confidence in commencing construction activities.
- The Garden Bridge Trust expects to complete these activities by Autumn 2017, and then to complete construction of the bridge in 2019.

### **3 Public funding and cost of cancellation**

- The public sector is contributing £60m to the project, split evenly between TfL and the DfT. Our £30m contribution was further divided into a £10m grant and a £20m loan which will be repaid over a fifty year period.
- We are responsible for managing the payment to the Garden Bridge Trust of the whole public contribution, including the DfT's portion on their behalf. The schedule for payment is set out in a funding agreement between TfL and the Trust, and approximately £37 million has so far been paid to the Trust. The remainder would be paid over the course of the bridge's construction.
- The Government has further agreed to underwrite the Garden Bridge Trust's cancellation liabilities of up to £15 million until the end of September 2016, falling subsequently to a maximum of £9 million.
- It would not be possible to recover the public sector funding already provided to the Trust. If the project is completed, the Trust will pay a c£20m VAT bill to the Government. It will also repay the £20m loan from TfL over the fifty year repayment period.





## Timeline of TfL's involvement in the project

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<b>2013</b>	January	TfL prepares a briefing note for the then Mayor of London on next steps for taking forward the Garden Bridge scheme
	February	TfL launches a procurement exercise for a design advisor to help with feasibility work on a bridge in this area
	March	TfL appoints Heatherwick Studio as design advisor
	April	TfL launches a procurement exercise for technical design services to progress a bridge scheme
	July	TfL appoints Arup as lead consultant, and TfL's contract with Heatherwick Studio ends
	August	The then Mayor signs MD1248, directing TfL to take a broader role than just transport in developing and helping to enable the proposed bridge
	November	The Garden Bridge Trust registers as a charity, and the public consultation and planning process gets underway
	August	The then Mayor writes to the then Chancellor of the Exchequer about the potential for Government financial support for the project
<b>2014</b>	February	The Garden Bridge Trust publishes the results of its consultation, citing 87% support from respondents
	March	The then Mayor confirms to then Chancellor that the principles of a joint £60 million contribution to the project have been agreed between TfL and the Government
	June	The then Mayor signs MD1355, directing TfL to provide £30 million to the Garden Bridge Trust to secure the delivery and construction of the bridge. This is to be supported by £30 million from the Government
	November	The DfT increases TfL's grant by £30 million, to be used to provide funding for the project
	December	Lambeth Council and Westminster City Council grant planning permission for the bridge
<b>2015</b>	April	Arup's contract with TfL ends, and the Garden Bridge Trust takes over management of the consultant team and enters into its own contract with Arup
	May	The Garden Bridge Trust announces the appointment of Bouygues as preferred contractor for detailed design, engineering and construction of the bridge
	June	The then Mayor signs MD1472, approving the provision of guarantees by the GLA to support the ongoing maintenance and operation of the bridge, and directs TfL to fulfil the obligations in those guarantees
	June	The then Commissioner of Transport orders an Internal Audit review of TfL's procurement exercises on the project
	July	Under MD1355, TfL signs a funding agreement with the Garden Bridge Trust to specify how funding will be provided to the charity and the terms and conditions that must be met

September	The GLA Oversight Committee begins its own investigation into TfL's procurements, and TfL publishes the result of its Internal Audit review
November	TfL converts two thirds (£20 million) of its contribution to the Garden Bridge Trust into a repayable loan
<b>2016</b> January	The National Audit Office issues to the Public Accounts Committee its findings regarding the DfT's decision to provide £30 million funding to the project
March	The Garden Bridge Trust announces that its construction contract with Bouygues TP Cimolai SpA has been signed
March	The GLA Oversight Committee publishes its report on the Garden Bridge design procurement
April	The then Mayor signs MD1647, adjusting the prerequisites for the GLA's guarantees to bring them in line with Lambeth and Westminster's s106 agreements. TfL underwrites the project's cancellation liabilities up to £1.3 million, until the end of May 2016
May	The Government underwrites the project's cancellation liabilities up to £15 million, until the end of September 2016
August	The Government extends its underwriting of project cancellation liabilities to the end of September 2017, but capped at £9 million

# Transport for London

## The Garden Bridge

### Strategic Outline Business Case

May 2014



# Transport for London

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# Transport for London

## 1. Introduction

### 1.1 *Description*

- 1.1.1 Transport for London (TfL) is the strategic transport authority for Greater London, and is responsible for helping the Mayor of London to deliver the Mayor's Transport Strategy. This strategy includes the promotion of walking in central London and improving cross-river links.
- 1.1.2 At the request of the Mayor of London and Chancellor of the Exchequer, TfL in association with the Department for Transport has assessed the case for a Garden Bridge, promoted by the Garden Bridge Trust, alongside other options for improving pedestrian connections in this area.
- 1.1.3 A new charity, the Garden Bridge Trust, has been established to oversee the procurement, delivery and future operation of the bridge.
- 1.1.4 This document describes the business case for investment in the Garden Bridge (which would be alongside other third party donors) or alternative options.

### 1.2 *Five case model*

- 1.2.1 This document has been prepared using the agreed standards and format for business cases, as set out in The Green Book. The business case has been prepared on behalf of the Garden Bridge Trust by TfL with input from the Department for Transport, Department of Culture, Media and Sport, and HM Treasury, on behalf of the Mayor of London and the government.
- 1.2.2 The approved format is the five case model, which comprises the following key components:
  - The **strategic case** – this sets out the strategic context and the case for change, together with the supporting investment objectives for the scheme
  - The **economic case** – this demonstrates that the organisation has selected the choice for investment which best meets the existing and future needs of the service and optimises value for money
  - The **commercial case** – this outlines the content and structure of the proposed deal
  - The **financial case** – this confirms the funding arrangements and affordability and explains any impact on the balance sheet of the organisation
  - The **management case** – this demonstrates that the scheme is achievable and can be delivered successfully to cost, time and quality

# Transport for London

## 2 The Strategic Case

### Part A: The strategic context

2.1.1 There is strong support for the concept of a Garden Bridge in central London in national, regional and local policy. This chapter sets out the relevant documents and policies that apply to the Garden Bridge.

2.1.2 The following policies and plans are considered:

- Department for Culture, Media and Sport policies
- Department for Transport policies
- London Plan
- Mayor's Transport Strategy
- London's Great Outdoors
- TfL Business Plan
- Vision 2020: The Greatest City on Earth
- TfL Health Action Plan
- Lambeth Core Strategy
- Westminster City Plan
- Waterloo Opportunity Area

### **2.1 National policy context**

#### Department for Culture, Media and Sport (DCMS)

2.1.3 DCMS works to ensure that Britain is the world's most creative and exciting place to live, visit and do business. The department protects and promotes Britain's cultural and artistic heritage, and helps businesses and communities to grow by investing in innovation and highlighting Britain as a fantastic place to visit. There are a number of DCMS policies which are directly relevant to the Garden Bridge project.

2.1.4 **Helping the UK tourism industry to grow.** Tourism is one of the UK's biggest industries. It generates about £115 billion for the economy each year and supports over 2.6 million jobs (2010 figures)<sup>1</sup>. DCMS want to help tourism grow even further by funding campaigns and other promotional work that will inspire more people to visit and explore more parts of Britain. The department supports organisations such as VisitEngland and VisitBritain, and the GREATBritain campaign, and promotes the UK tourism industry at international events and forums.

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<sup>1</sup> <https://www.gov.uk/government/policies/helping-the-uk-tourism-industry-to-grow>

# Transport for London

- 2.1.5 The Garden Bridge will become a key and iconic tourist attraction right in the heart of the capital city, which is the window to the UK for the majority of the international tourism market. The Garden Bridge will improve the UK's tourism offer, as the High Line has done in New York, which attracted 4.4 million visitors in 2012 and has been responsible for \$2bn in private investment since 2006. The Garden Bridge would contribute to the DCMS policy of helping the UK tourism industry to grow.
- 2.1.6 **Supporting vibrant and sustainable arts and culture.** Britain is a world leader in culture and the arts. Innovative, challenging and exciting arts and culture improve people's lives, benefit the economy and attract tourists from around the world. Arts and culture strengthen communities, bringing people together and removing social barriers. Involving young people in the arts increases their academic performance, encourages creativity and supports talent early on<sup>2</sup>.
- 2.1.7 The Garden Bridge will be an iconic example of innovative British design and architecture. It will inspire people and bring people together. It will encourage young people who may want to be involved in the creative sectors and it will further Britain's position as a world leader in culture and the arts.
- 2.1.8 **Maintaining world-leading national museums and galleries, and supporting the museum sector.** Three of the world's top five most visited museums are based in England, and nearly 40 million people visit the national museums and galleries each year. England also has a huge network of specialise and regional museums, run by charities, local authorities and educational establishments<sup>3</sup>.
- 2.1.9 Although it would not be classed as a museum the Garden Bridge would create an unusual and educational environment, showcasing a range of plant life and also providing a unique, pedestrian only bridge across the river where people can enjoy views of the city.

## Department for Transport (DfT)

- 2.1.10 DfT works with agencies and partners to support the transport network that helps the UK's business and gets people and goods travelling around the country. The department plans and invests in transport infrastructure to keep the UK on the move. There are a number of DfT policies which are directly relevant to the Garden Bridge project.
- 2.1.11 **Reducing greenhouse gases and other emissions from transport.** Transport is a major source of greenhouse gases. Around a quarter of domestic carbon dioxide (CO<sub>2</sub>) and other greenhouse gas emissions in the UK come from transport. Transport is also a source of emissions which make air quality worse. Reducing greenhouse gases from transport will help meet the long term goal of reducing the UK's greenhouse gas emission by at least 80% compared to 1990 levels by 2050<sup>4</sup>.

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<sup>2</sup> <https://www.gov.uk/government/policies/supporting-vibrant-and-sustainable-arts-and-culture>

<sup>3</sup> <https://www.gov.uk/government/policies/maintaining-world-leading-national-museums-and-galleries-and-supporting-the-museum-sector>

<sup>4</sup> <https://www.gov.uk/government/policies/reducing-greenhouse-gases-and-other-emissions-from-transport>

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- 2.1.12 As part of this policy objective the department published 'Walking and cycling: an action plan' in 2004<sup>5</sup>. The action plan sets out measures to increase levels of active travel by creating places to walk and cycle, and influencing travel behaviour through training, education, marketing and promotion. The plan recognises that walking creates health benefits, as well as benefits to transport networks, the local economy, and increased social interaction.
- 2.1.13 The Garden Bridge will provide a new pedestrian link across the river in the heart of central London, which improves the connectivity of the pedestrian network and reduces severance. This will encourage walking by providing more convenient and shorter routes. It will also provide a high quality pedestrian only route across the river, providing a more pleasant and safer pedestrian environment. This will encourage walking by improving the pedestrian environment which will make walking a more attractive option.
- 2.1.14 **Making transport more accessible to all.** Transport should be easy for everyone to use. Making sure that access to all transport modes is hassle free for all will reduce the number of car journeys and therefore help to reduce carbon emissions<sup>6</sup>.
- 2.1.15 Access between the Thames Path and both Waterloo and Blackfriars Bridges is poor and involves a series of stairways. This limits the possibilities for all visitors to use the bridges. The Garden Bridge will provide a new step free pedestrian route across the river Thames. This will encourage and enable all visitors to make best use of the bridge and the Thames Path.

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<sup>5</sup>

<http://tna.europarchive.org/20081203161117/http://www.dft.gov.uk/pgr/sustainable/walking/actionplan/ingandcyclingdocumentinp5802.pdf>

<sup>6</sup> <https://www.gov.uk/government/policies/making-transport-more-accessible-to-all>

# Transport for London

## 2.2 Regional policy context

### London Plan (2011)

2.2.1 The London Plan, published in 2011, is the statutory spatial plan for London which sets out the strategic vision for Greater London up to 2031<sup>7</sup>. The document considers the strategic issues related to the scale of growth London will need to accommodate over the next two decades. The London Plan is based on two core objectives:

*London must **retain and build upon its world city status** as one of the three business centres of global reach. It must be **somewhere people and businesses want to locate, with places and spaces to meet their needs**. This economic dynamism is vital to ensuring the prosperity Londoners (and the rest of the United Kingdom) need, to maintaining the **world-beating innovations** increasingly needed to address global challenges, and to secure the **highest quality development and urban environments**.*

*London must also be **among the best cities in the world to live**, whatever your age or background... The local and distinctive have to be treasured... Our **unique resources of green and open spaces** must be defended and improved, and we must realise the **opportunities presented by the Thames and other waterways**... Fundamentally, we must **pay attention to quality** as well as quantity, and protect the things that make London London.*

2.2.2 The Mayor's vision for the sustainable development of London is that London should 'excel among global cities - expanding opportunities for all its people and enterprises, achieving the highest environmental standards and quality of life and leading the world in its approach to tackling the urban challenges of the 21st century, particularly that of climate change'.

2.2.3 This vision is supported by six detailed objectives for London:

- A city that meets the challenges of economic and population growth
- An internationally competitive and successful city
- A city of diverse, strong, secure and accessible neighbourhoods
- A city that delights the senses
- A city that becomes a world leader in improving the environment
- A city where it is easy, safe and convenient for everyone to access jobs, opportunities and facilities.

2.2.4 The plan makes a specific reference to walking and improving the pedestrian environment: 'the Mayor is also committed to a substantial increase in walking in London. To this end, the quality and safety of London's pedestrian environment should be improved to make the experience of walking more pleasant and an increasingly viable alternative to the private car. By providing safe and attractive routes that are easy to navigate, such as the seven strategic walking routes, people will be

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<sup>7</sup> <http://www.london.gov.uk/sites/default/files/The%20London%20Plan%202011%201.pdf>

# Transport for London

encouraged to walk more, which will have safety, economic and health benefits for them and also help tackle climate change’.

2.2.5 The following table shows the key London Plan policies that relate to the development of the Garden Bridge.

Table 1 London Plan policies

Policy no.	Policy description	Contribution of the Garden Bridge
2.1 B	The Mayor will continue to seek appropriate resources and investment from Government and elsewhere to ensure London excels among world cities and as the major gateway to Europe and the UK.	The Garden Bridge will be a prominent and high profile landmark that will showcase London as a leading global city for place-making and quality of life and the thought leading capital of the world and a focus for creative industries.
2.10 A	<p>The Mayor will, and boroughs and other relevant strategic partners should:</p> <p>a) enhance and promote the unique international, national and Londonwide roles of the Central Activities Zone (CAZ), supporting the distinct offer of the Zone based on a rich mix of local as well as strategic uses and forming the globally iconic core of one of the world’s most attractive and competitive business locations</p> <p>d) sustain and enhance the distinctive environment and heritage of the CAZ, recognising both its strategic components such as the River Thames, the Royal Parks, World Heritage Sites, designated views and more local features including the public realm and historic heritage, smaller open spaces and distinctive buildings, through high quality design and urban management</p> <p>g) sustain and manage the attractions of CAZ as the world’s leading visitor destination</p> <p>l) improve infrastructure for public transport, walking and cycling, and optimise development and regeneration benefits they can support</p>	<p>The Garden Bridge will be a high profile landmark which contributing towards sustaining Iconic London along the River Thames through the creation of new open space and distinctive architecture.</p> <p>The Garden Bridge will improve access to the North and South Bank’s and the heritage and businesses which lie within these areas.</p> <p>The construction of a unique and iconic structure will support the CAZ as a world class visitor destination, as well as support and enhance the cultural importance of the South Bank.</p> <p>The Garden Bridge will improve the quality of walking infrastructure within central London and improve access between the South Bank and the London Underground network.</p>

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	(particularly arising from Crossrail).	
2.11 A	<p>The Mayor will, and boroughs and other relevant agencies should:</p> <p>f) extend the offer and enhance the environment of strategic cultural areas along the South Bank, around the Kensington Museum complex and at the Barbican</p>	<p>The Garden Bridge will extend the offer of the South Bank through creating a new tourist destination and new walking link between the North and South Bank's.</p> <p>The Garden Bridge will enhance the environment of the South Bank through creating a new piece of green infrastructure for London.</p>
2.18 A	<p>The Mayor will work with all relevant strategic partners to protect, promote, expand and manage the extent and quality of, and access to, London's network of green infrastructure. This multifunctional network will secure benefits including, but not limited to: biodiversity; natural and historic landscapes; culture; building a sense of place; the economy; sport; recreation; local food production; mitigating and adapting to climate change; water management; and the social benefits that promote individual and community health and well-being.</p>	<p>The Garden Bridge will expand the quality of green infrastructure within London, with its location and accessibility promoting access to all users.</p> <p>The Garden Bridge will enhance the historic landscape of central London and complement the natural landscape of the River Thames, building a new sense of place within this area.</p> <p>The green infrastructure created by the Garden Bridge will contribute towards the mitigation of climate change through its planting scheme and features such as rainwater collection areas.</p>
3.2	<p>The Mayor will promote London as a healthy place for all – from homes to neighbourhoods and across the city as a whole – by:</p> <p>a) coordinating investment in physical improvements in areas of London that are deprived, physically run-down, and not conducive to good health</p> <p>b) coordinating planning and action on the environment, climate change and public health to maximise benefits and engage a wider range of partners in action</p> <p>c) promoting a strong and diverse economy providing opportunities for all.</p>	<p>The Garden Bridge couples the creation of new green infrastructure, with an increase in the quantity and quality of walking infrastructure within central London, maximising benefits for public health and climate change.</p> <p>The Garden Bridge supports the CAZ as a world class visitor destination and will promote a strong and diverse economy in London through creating new jobs and supporting existing jobs as a result of the regeneration benefits of the project.</p>



# Transport for London

3.6 A	<p>The Mayor and appropriate organisations should ensure that all children and young people have safe access to good quality, well-designed, secure and stimulating play and informal recreation provision, incorporating trees and greenery wherever possible.</p>	<p>The Garden Bridge will create a new piece of green space within central London, enabling children and young people to play.</p> <p>The Garden Bridge will incorporate trees and greenery through the creation of a vegetated corridor across the bridge.</p>
4.5 A	<p>The Mayor will, and boroughs and relevant stakeholders should:</p> <p>a) support London’s visitor economy and stimulate its growth, taking into account the needs of business as well as leisure visitors and seeking to improve the range and quality of provision especially in outer London</p>	<p>The Garden Bridge will improve the local area and aid in the regeneration of the Northbank BID and the Waterloo and Bankside Opportunity Areas.</p> <p>The Garden Bridge will also improve connectivity and reduce severance, improve the pedestrian environment, provide new park space and create a new cultural icon.</p>
4.6 A	<p>The Mayor will, and boroughs and other stakeholders should, support the continued success of London’s diverse range of arts, cultural, professional sporting and entertainment enterprises and the cultural, social and economic benefits that they offer to its residents, workers and visitors.</p>	<p>The Garden Bridge will become a cultural icon given its location in central London, neighbouring the South Bank, and will contribute to the enhancement of the South Bank’s profile as a strategic cultural area.</p>
5.10 A, B	<p>The Mayor will promote and support urban greening, such as new planting in the public realm (including streets, squares and plazas) and multifunctional green infrastructure, to contribute to the adaptation to, and reduction of, the effects of climate change.</p> <p>The Mayor seeks to increase the amount of surface area greened in the Central Activities Zone by at least five per cent by 2030, and a further five per cent by 2050.</p>	<p>The Garden Bridge will directly promote urban greening through the creation of new green infrastructure comprising of trees and other vegetation within the CAZ.</p> <p>The Garden Bridge will contribute towards the Mayor’s aspiration to increase the amount of greened surface area in the CAZ.</p>

# Transport for London

6.1 A	<p>The Mayor will work with all relevant partners to encourage the closer integration of transport and development through the schemes and proposals shown in Table 6.1 (which includes: New walk/cycle Thames crossings including schemes in central London) and by:</p> <p>b) seeking to improve the capacity and accessibility of public transport, walking and cycling, particularly in areas of greatest demand – boroughs should use the standards set out in Table 6.3 in the Parking Addendum to set minimum cycle parking standards in DPDs</p> <p>g) supporting measures that encourage shifts to more sustainable modes and appropriate demand management</p> <p>i) promoting walking by ensuring an improved urban realm</p>	<p>The Garden Bridge will create a new Thames pedestrian crossing which will assist increase capacity on existing cross river links.</p> <p>The Garden Bridge will improve the quality of cross river pedestrian links through creating a pedestrian only bridge which prioritises this user group in comparison to other central London bridges.</p> <p>The Garden Bridge will fill the existing missing pedestrian link between Waterloo and Blackfriars Bridges as well as contribute to resolving the issue of onward passenger distribution from Waterloo station, through encouraging mode shift for those travelling between Waterloo station and the West End.</p> <p>The Garden Bridge will also enhance the public transport accessibility of the South Bank to Temple Station through significantly reducing walking distances.</p> <p>Whilst cycling will not be permitted on the Garden Bridge, signage will be integrated at entry / exit points to promote cycling as a means of access to the bridge.</p>
6.10 A	<p>The Mayor will work with all relevant partners to bring about a significant increase in walking in London, by emphasising the quality of the pedestrian and street environment, including the use of shared space principles – promoting simplified streetscape, decluttering and access for all.</p>	<p>The Garden Bridge will create a segregated high quality pedestrian link between the North and South Bank's, promoting an increase in walking trips in London.</p> <p>The Garden Bridge will be made accessible for all through the provision of two 17 person lifts at each landing of the bridge, with access ramps also provided.</p>
7.5 A	<p>London's public spaces should be secure, accessible, inclusive, connected, easy to understand and maintain, relate to local context, and</p>	<p>The Garden Bridge will be connected to the strategic walking network given its connection with the South Bank and the Thames Path. Its location across</p>

## Transport for London

	incorporate the highest quality design, landscaping, planting, street furniture and surfaces.	<p>the river linking north to south will aide intuitive wayfinding and will be supported with low level signage.</p> <p>The Garden Bridge will be made accessible to all through the provision of ramps and lifts, with 4m wide pedestrian paths provided.</p> <p>The planting regime upon the Garden Bridge will contribute to the creation of a unique sense of place.</p>
7.6 A	Architecture should make a positive contribution to a coherent public realm, streetscape and wider cityscape. It should incorporate the highest quality materials and design appropriate to its context.	<p>The iconic design of the Garden Bridge will contribute to central London's cityscape. The orientation of the bridge will be aligned with points on either bank of the Thames, to ensure the structure is integrated with the surrounding cityscape. The bridge will be designed to maximise the integrity of horticulture planted upon it.</p> <p>The Garden Bridge will create a new coherent public realm between the North and South Bank's.</p>
7.29 A	The River Thames is a strategically important and iconic feature of London. This role should be protected and promoted.	The Garden Bridge will be an iconic landmark which promotes the River Thames as a visitor destination. The Garden Bridge will also contribute to the variety of attractions along the North and South Bank's.

# Transport for London

## Mayor's Transport Strategy (2010)

2.2.6 The MTS<sup>8</sup> sets out the Mayor's transport vision which is that 'London's transport system should excel among those of world cities, providing access to opportunities for all its people and enterprises, achieving the highest environmental standards and leading the world in its approach to tackling urban transport challenges of the 21<sup>st</sup> century'. The following six goals set out how this overarching vision should be implemented:

- Support economic development and population growth
- Enhance the quality of life for all Londoners
- Improve the safety and security of all Londoners
- Improve transport opportunities for all Londoners
- Reduce transport's contribution to climate change, and improve its resilience
- Support delivery of the London 2012 Olympic Games and its legacy.

2.2.7 Building on this strategic outline, the MTS sets out specific policies and proposals related to transport in London. The key policies which relate to the development of the Garden Bridge are shown in the following table.

Table 2 Mayor's Transport Strategy policies

Policy no.	Policy description	Contribution of the Garden Bridge
3	The Mayor, through TfL, and working with the DfT, Network Rail, train operating companies, London boroughs and other stakeholders, will seek to improve public transport accessibility and conditions for cycling and walking in areas of lower PTAL, where there is an identified need for improving accessibility; and to improve access to economic and social opportunities and services for all Londoners.	<p>The Garden Bridge will enhance cross river pedestrian links within central London, with the bridge integrated with local walking and cycling networks.</p> <p>The Garden Bridge will enhance the connectivity of the South Bank with Temple Station and the London Underground network by reducing existing walking distances.</p> <p>In addition, the Garden Bridge will contribute to addressing the existing issue of onward passenger distribution from Waterloo station to the West End.</p>

<sup>8</sup> <http://www.london.gov.uk/priorities/transport/publications/mayors-transport-strategy>

## Transport for London

5	<p>The Mayor, through TfL, and working with the DfT, Network Rail, train operating companies, London boroughs and other stakeholders, will seek to ensure efficient and effective access for people and goods within central London through providing improved central London connectivity and appropriate capacity. This will include improving access to major public transport interchanges for pedestrians, cyclists and by public transport.</p>	<p>The Garden Bridge will increase cross river pedestrian capacity, and create a more pedestrian direct link between the North Bank and Waterloo Station.</p> <p>The bridge will also increase the connectivity between the South Bank and the London Underground network at Temple.</p>
11	<p>The Mayor, through TfL, and working with the DfT, Network Rail, train operating companies, London boroughs and other stakeholders, will seek to reduce the need to travel, encourage the use of more sustainable, less congesting modes of transport (public transport, cycling, walking and the Blue Ribbon Network), set appropriate parking standards, and through investment in infrastructure, service improvements, promotion of smarter travel initiatives and further demand management measures as appropriate, aim to increase public transport, walking and cycling mode share.</p>	<p>The Garden Bridge as a new pedestrian only cross river link will encourage and promote an increase in walking activity within central London, through filling an existing pedestrian missing link across the river, enhancing pedestrian connections with the London Underground network and creating a new open space for the enjoyment of people.</p>

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14	The Mayor, through TfL, and working with the DfT, Network Rail, train operating companies, London boroughs and other stakeholders, will seek to improve transport's contribution to the built and natural environment.	<p>The Garden Bridge will enhance transport's contribution to the built environment by increasing cross river connectivity / capacity in central London.</p> <p>The Garden Bridge will also contribute to the improvement of the built environment, given the anticipated regeneration benefits of the project within the North Bank BID and Waterloo Opportunity Area.</p> <p>The Garden Bridge will enhance the natural environment through contributing to the unique landscape of the River Thames within central London, as well as provide benefits in respect of increased green space.</p>
17	The Mayor, through TfL, and working with the DfT and other government agencies, the London boroughs, health authorities and other stakeholders, will promote healthy travel options such as walking and cycling.	<p>The Garden Bridge will promote walking within central London through the creation of pedestrian only bridge which increases cross river connectivity and is integrated with strategic walking routes.</p> <p>Although cycling will not be permitted on the Garden Bridge, users will be encouraged to access the bridge by cycling, through integrating the bridge with local cycle routes and providing cycle parking in close proximity to the north landing.</p>
23	The Mayor, through TfL, and working with the LDA, DfT, Network Rail, train operating companies, London boroughs and other stakeholders, will support regeneration of Opportunity Areas and Areas for Intensification as described in the London Plan.	The Garden Bridge will assist maximise Waterloo Opportunity's Area's development potential through increasing the quality of local transport links and improve the existing public realm provision and route options.

2.2.8 To take forward these policy statements as they apply to the Garden Bridge, the MTS includes two specific proposals, which are key to the Garden Bridge. These are shown in the following table.

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Table 3 Mayor's Transport Strategy proposals

Proposal no.	Proposal	Contribution of the Garden Bridge
59	The Mayor, through TfL, and working with the London boroughs, employers, schools, community groups, other organisations and individuals, will bring about a step change in the walking experience in London to make walking count	The Garden Bridge will contribute to a step change in the walking experience in central London through creating a new link which prioritises pedestrian movement and enjoyment.
60	<p>The Mayor, through TfL, and working with the London boroughs and other stakeholders, will improve the walking experience by enhancing the urban realm and taking focused action to ensure safe, comfortable and attractive walking conditions, including:</p> <p>a) Development of the 'key walking route' approach, to encourage walking and improve corridors between local destinations where people want to travel, encapsulating squares and open spaces where appropriate (for example, London parks).</p>	The Garden Bridge will improve the walking experience by creating a unique pedestrian crossing, which improves connectivity between North and South Bank's and provides a new area of open space within central London, creating attractive walking conditions.

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## London's Great Outdoors (2009)

2.2.9 London's Great Outdoors<sup>9</sup> recognises that investment in public space enhances the look and feel of the city, making it a more healthy and pleasant place for residents and visitors and an environment in which businesses can thrive. It contributes to maintaining and improving London's image as the world's most green and liveable big city and highlights London's offer as a city that can sustain economic growth.

## TfL Business Plan (2012)

2.2.10 TfL's current Business Plan also makes a case for investment in innovative schemes which improve the walking experience and encourage more people to walk around the Capital:

*Walking is a free, easy and reliable method of travel. It offers positive health benefits and is enjoyed by many Londoners. Good pedestrian access is important to the economic vitality of the Capital, with research suggesting that people who walk spend significantly more in town centres than those travelling on any other mode.*

## Vision 2020: 'The Greatest City on Earth' (2013)

2.2.11 In 2013, the Mayor published a document called The Greatest City on Earth<sup>10</sup> which outlines a series of ambitions and opportunities for London to work towards from now until the year 2020. This document supports the Garden Bridge:

*Create new London attractions, such as our own Highline, Floating Village and a Garden Bridge.*

## Health Action Plan (2014)

2.2.12 TfL's Health Action Plan<sup>11</sup> makes the link between good transport provision, active travel and health. It makes the case for investment in streets that are greener, safer and more inviting to pedestrians, cyclists and public transport users. The plan states that 'promoting greater physical activity is a public health priority in London because it helps to prevent diseases such as type 2 diabetes, obesity, heart disease and some cancers'. Creating streets that are inviting to walk in improves air quality, reduces noise, and makes roads even safer.

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<sup>9</sup> <http://www.london.gov.uk/sites/default/files/Manifesto%20for%20Public%20Space.pdf>

<sup>10</sup> [http://www.london.gov.uk/sites/default/files/2020\\_vision\\_web.pdf](http://www.london.gov.uk/sites/default/files/2020_vision_web.pdf)

<sup>11</sup> <http://www.tfl.gov.uk/cdn/static/cms/documents/improving-the-health-of-londoners-transport-action-plan.pdf>



# Transport for London

## 2.3 Local policy context

### London Borough of Lambeth

2.3.1 The Lambeth Core Strategy<sup>12</sup> was adopted in 2011. It includes the following statements which relate to development of the South Bank and Waterloo areas, which would be further enhanced and benefit from the Garden Bridge project:

*Maintain and develop Lambeth's strength in arts and culture and the role of the South Bank as one of London's leading international cultural and tourist destinations reflecting its status as part of the South Bank/Bankside Strategic Cultural Area.*

*Promoting expansion of arts and cultural activities throughout Waterloo and enhancing the South Bank (Riverside) in its role as an international cultural and leisure centre and a London tourist destination through supporting the development of arts and cultural facilities, associated and supporting uses as well as improvements to the public realm and visitor related facilities.*

2.3.2 The Strategy also supports:

- Promoting walking through improvements to the public realm
- Promoting use of the River Thames
- Protecting and maintaining existing open spaces and their function, and increasing the quantity of open space

### Waterloo Opportunity Area

2.3.3 The Waterloo Opportunity Area covers some 78 hectares and the London Plan (2011) notes that the area has a development potential for up to 15,000 additional jobs and 1,900 additional homes.

2.3.4 The following description is taken from the London Plan:

*The Area provides opportunities for intensification of commercial, residential and cultural facilities associated with a major transport hub, a major office location and a Strategic Cultural Area (see Policy 4.6). There is potential to enhance the South Bank and extend the cultural and entertainment offer as a major London visitor destination which can also be enjoyed by local residents and employees. This should be carefully managed to take account of local residential and other needs. In the short to medium term, reuse of the former International Station will provide significant new facilities and increased capacity for the station and the area, as well as expansion of rail services. In the long term, the station presents a major development opportunity.*

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<sup>12</sup> <http://www.lambeth.gov.uk/NR/rdonlyres/C04824A3-E7DE-4FC9-B04D-FCD97557BB9D/0/CoreStrategyAdoptionVersionJanuary20116December100311.pdf>

# Transport for London

## Westminster City Council

2.3.5 Westminster's City Plan<sup>13</sup> was adopted in 2013. It includes the following strategic objectives which relate to the Garden Bridge project:

- (1) To accommodate sustainable growth and change that will contribute to enhancing London's role as a sustainable world class city, including its international business, retail, cultural and entertainment functions within the Central Activities Zone; whilst maintaining its unique and historic character, mix, functions, and townscapes
- (3) To maintain and enhance the quality of life, health and well-being of Westminster's residential communities
- (6) To accommodate the safe and efficient movement of growing numbers of people entering and moving around Westminster by facilitating major improvements to the public transport system, improving the public realm and pedestrian environment, managing vehicular traffic, and making walking and cycling safer and more enjoyable
- (7) To protect and enhance Westminster's open spaces, civic spaces and Blue Ribbon Network, and Westminster's biodiversity; including protecting the unique character and openness of the Royal Parks and other open spaces; and to manage these spaces to ensure areas of relative tranquillity in a city with a daytime population increased every day by over one million workers and visitors.

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<sup>13</sup>

[http://transact.westminster.gov.uk/docstores/publications\\_store/Westminster's%20City%20Plan%20Adopted%20November%202013%20FINAL%20VERSION.pdf](http://transact.westminster.gov.uk/docstores/publications_store/Westminster's%20City%20Plan%20Adopted%20November%202013%20FINAL%20VERSION.pdf)

# Transport for London

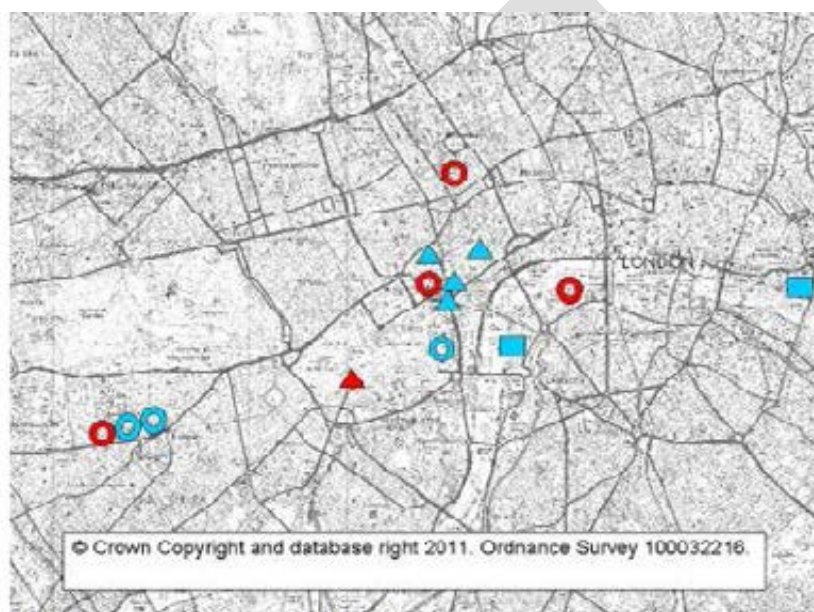
## *Part B: The case for change (problems and opportunities)*

### **2.4 Opportunity: Supporting growth in the London economy by encouraging and protecting tourism revenues**

2.4.1 Tourism in London is a key sector and supports 226,000 jobs or around 5% of all employment in the capital and accounts for £6.6 billion 'tourism direct GVA' of £34.3 billion nationally<sup>14</sup>. London is one of the most visited cities in the world with nearly 15 million international visitors annually. The top 13 national attractions are in London.

Figure 1 Location of key tourist sites in London

(Source: ALVA London Visitor Survey, GLA Economics)



Source: ALVA, London Visitor Survey, GLA Economics

**Key to above map**

	Attraction estimated to have more than 4 million visits	Attraction estimated to have between 2 and 4 million visits
Free admission attraction		
Paid admission attraction		
External site attraction		

<sup>14</sup> GLA Tourism in London (May 2012)

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- 2.4.2 Traditionally, while the US accounts for the largest single share of international visitors to London but the proportion has been in decline since 2007. While London is attractive to visitors from the Eurozone countries (49% of visitors) their comparative spend is lower (accounting for only 33% of expenditure). For London to increase its tourism revenues its future markets will have to be more focused upon the emerging economies but, at present, actual visitor numbers from these countries remain relatively small. As a result there is a continual need to enhance London's tourism offer to retain visitors and their expenditure from established mature markets as well as attract tourists from emerging markets.
- 2.4.3 There are benefits to the UK in terms of global marketing of the UK as a destination to visit and enhancing the perception amongst international investors and visitors.
- 2.4.4 There is an economic value to the creation of new central London "destination" for attracting visitors through the increase in activity and footfall. This will lead to a development of complementary activities and uses that will generate jobs in the local economy on both sides of the river.
- 2.4.5 There will be positive impacts on additional tourism numbers (specifically to better connected attractions) and tourism spend in the local area as well as increases in total UK tourism as London acts as a gateway.

# Transport for London

## 2.5 Problem: Quality of the pedestrian environment on existing bridges in central London

- 2.5.1 TfL is committed to increasing the number of walking trips in London by a million trips per day by 2031, and as part of that is keen to enhance the walking environment, particularly in central London where there is potential to attract new walking trips which are currently being made by other means, often on the busy public transport networks.
- 2.5.2 The views from London's bridges can be spectacular, with the views from Waterloo Bridge among London's iconic views. However the actual pedestrian environment on Waterloo Bridge can be poor.
- 2.5.3 The bridge carries high volumes of traffic and is configured as a dual carriageway. The pedestrian footways on either side of the bridge are utilitarian, and the pedestrian space can feel dominated by the passing traffic. The opportunities for crossing the road are extremely limited, and at weekends the environment is dominated by parked cars.

Figure 2 Waterloo Bridge pedestrian environment



- 2.5.4 Local business groups have in the past sought to reduce the volumes of traffic on the bridge and increase footway widths. For example, South Bank Employers Group's Urban Design Strategy, 2000, said of Waterloo Bridge:

*Pedestrians are exposed to poor weather conditions on this increasingly popular bridge.*

*The superb views from this bridge are rarely enjoyed since pedestrians are not encouraged to pause, even in summer.*

*Busy traffic also discourages pedestrians.*

- 2.5.5 Pedestrian counts on the existing bridges are shown in the Figure below.

# Transport for London

Figure 3 Pedestrian counts on central London bridges

(Source: TfL survey data)



- 2.5.6 The most heavily used bridges in central London are those that connect a mainline station with a major centre of employment – particularly London Bridge, which connects the mainline station of the same name with the City, and Hungerford bridge, which connects Waterloo to the West End.
- 2.5.7 Nevertheless it is striking that there are around 22,800 on Millennium Bridge compared to 12,200 on the nearby Blackfriars Bridge, despite the latter being better placed to serve pedestrians arriving from rail modes and continuing on foot. This suggests a strong preference for this pedestrian crossing over the road bridge.
- 2.5.8 There are many factors that contribute to this preference for bridges that provide a pedestrian only crossing environment. These include:
- Pedestrian bridges are not used by traffic so they feel quieter, safer, and more welcoming to pedestrians
  - Pedestrian bridges are designed to create good public realm which creates a pleasant walking environment and attracts people to use them
  - The pace of movement on a pedestrian only bridge is slower (walking speed) which encourages more people to walk and to pause to take photographs and enjoy the city views

# Transport for London

## 2.6 *Problem: Poor access onto Waterloo and Blackfriars bridges from the Thames Path*

- 2.6.1 The section of the Thames Path along the South Bank now carries millions of pedestrians each year, but did not exist when the road bridges were first built. As such, the accesses onto the bridges for pedestrians on the Thames Path are relatively poor, with limited step-free options.
- 2.6.2 Access to Waterloo Bridge from Victoria Embankment is also poor, with a large number of steps passing around blind bends to access the roadway from Embankment level.

Figure 4 Access to Waterloo Bridge from Victoria Embankment (north bank)



Figure 5 Waterloo Bridge stairs (south bank)

(Source: Flickr, harmonyhalo)

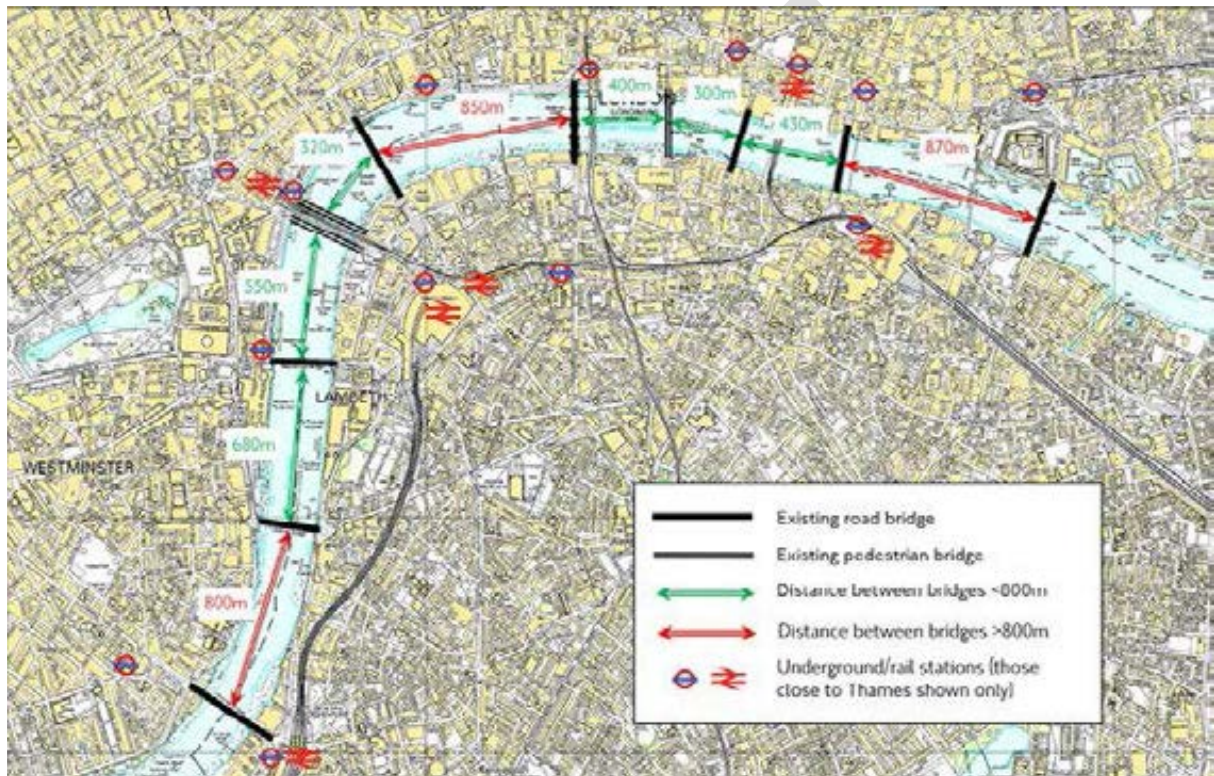


# Transport for London

## 2.7 Problem: Missing link between Waterloo and Blackfriars bridges for pedestrians

2.7.1 As well as ambience, journey length is an important factor in encouraging people to make more journeys on foot, and a dense, permeable, connected walking network encourages more walking trips. Central London's bridges are already generally more widely spaced apart than in many similar cities, due in part to the cost of spanning such distances (for example, the Seine in Paris is much narrower, and has fewer shipping constraints).

Figure 6 Bridge spacing in central London



2.7.2 There are three sections of the Thames with spacing between bridges of 800m or over; between Vauxhall and Lambeth bridges, between Waterloo and Blackfriars bridges, and between London and Tower bridges.

2.7.3 The first of these is in an area of relatively low pedestrian demand and footfall; Vauxhall bridge aligns with tube and rail stations on both sides so is well located to cater for local pedestrian movements.

2.7.4 The second, between Waterloo and Blackfriars bridges, is at the heart of central London, and within an area in which a large amount of growth and new development is taking place in the coming years. The closest Underground station, Temple, is not well linked to the southern bank.

2.7.5 Providing a new bridge between Waterloo and Blackfriars bridges to reduce the spacing to a level more typical of central London would reduce the barrier effect of the Thames on local walking journeys, and would be likely to both save time for those making existing trips via adjacent bridges, and stimulate new walking trips.



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- 2.7.6 The final section with a long spacing is between London and Tower bridges. This part of the Thames is still used by large vessels, notably HMS Belfast, which is moored in the centre of the section, and cruise ships which moor alongside. Maintaining navigability of the river is important and therefore it is not possible to bridge this gap without an extensive structure spanning high above the navigational channel.

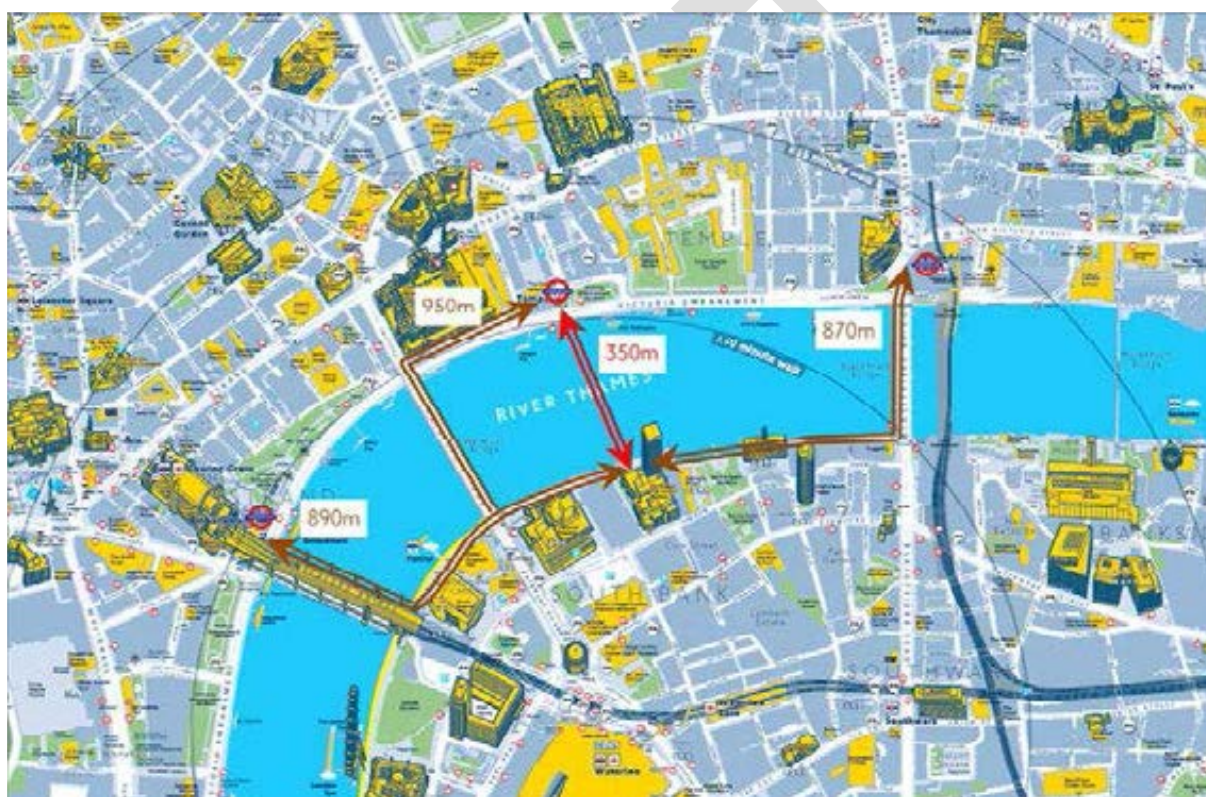
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# Transport for London

## 2.8 Problem: Underground access to the South Bank area

- 2.8.1 Temple Underground station is the closest station to parts of the busy South Bank, including the area around ITV and IBM, and the station is one of the quieter stations in zone 1, and significantly less crowded than nearby Embankment and Waterloo.
- 2.8.2 It lies just 350 metres from the opposite bank, where there are a number of large destinations including the National Theatre, ITV studios, IBM, Gabriel's Wharf and the Oxo Tower.
- 2.8.3 However, the lack of a bridge in this vicinity means that the walking route from Temple is indirect and not very commodious; indeed, Embankment and Blackfriars stations are slightly closer on foot than Temple itself.

Figure 7 Walking route from Temple to the South Bank



- 2.8.4 As such the provision of a new footbridge to link Temple with the South Bank would make under-used Temple station a very viable new access route to the bustling South Bank area.
- 2.8.5 Benefits if this link would include:
  - faster journey times;
  - better use of spare capacity at Temple, in place of busy Waterloo and Embankment;
  - better resilience by increasing the number of transport options for the area.

# Transport for London

## 2.9 Problem: Onward distribution of passengers from Waterloo station

2.9.1 TfL's Central London Rail Termini study (2011)<sup>15</sup> notes that:

*"Catering for the efficient dispersal of the large volumes of rail passengers alighting at central London's rail termini is of importance to the functioning of London's economy. With the number of rail passengers travelling into central London projected to rise over the next 20 years, the need for efficient onward dispersal will become even greater."*

2.9.2 In each morning peak period, some 85,500 passengers arrive at Waterloo station from mainline trains, and the local transport network has to cater for the onward journeys from the station to people's final destination. 45,000 of these passengers arrive in the peak hour (0800-0900).

2.9.3 Analysis for TfL's study considered the number of onward trips from the termini which are potentially walkable, which are under 2 km in length but currently made by mechanised modes (mainly Underground and bus), and found:

*In total, 123,000 journeys were identified that could potentially be walked but are not walked at present. This amounts to 12 per cent of onward journeys by all modes and 19 per cent of journeys by mechanised modes. There is greatest potential for increased walk travel at Waterloo (37,600 potentially walkable journeys), London Bridge (16,600) and Victoria (15,300).*

2.9.4 Currently, approximately 55% continue their journey from Waterloo by Underground, 11% by bus, and 21% on foot, with others continuing by cycle, taxi or other means (including other rail services, e.g. from Waterloo East).

2.9.5 Both the Underground and bus services from Waterloo are under pressure in the peaks, and it is forecast that peak period passenger arrivals will increase significantly as London's population grows from eight to ten million by 2031. These additional passengers will be trying to board onward transport services that are themselves likely to be carrying greatly increased numbers of passengers.

2.9.6 As a result of the existing pressure and forecast increases in pressure in the future, it is essential that an increasing proportion of those arriving at Waterloo continue their journey on foot.

2.9.7 The figure below illustrates the modes of onward travel from Waterloo to other parts of central London, based on a major 2010 survey of rail commuters.

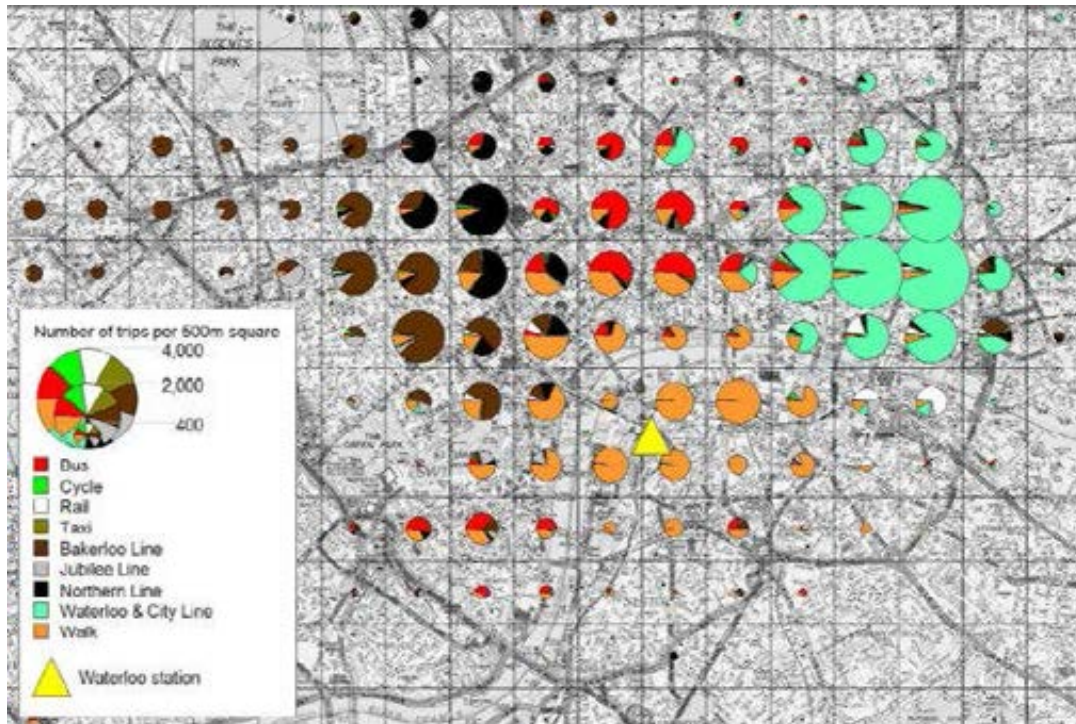
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<sup>15</sup> <http://www.tfl.gov.uk/cdn/static/cms/documents/central-london-rail-termini-report.pdf>

# Transport for London

Figure 8 National rail arrivals at Waterloo station, onward modes by final trip destination, AM peak

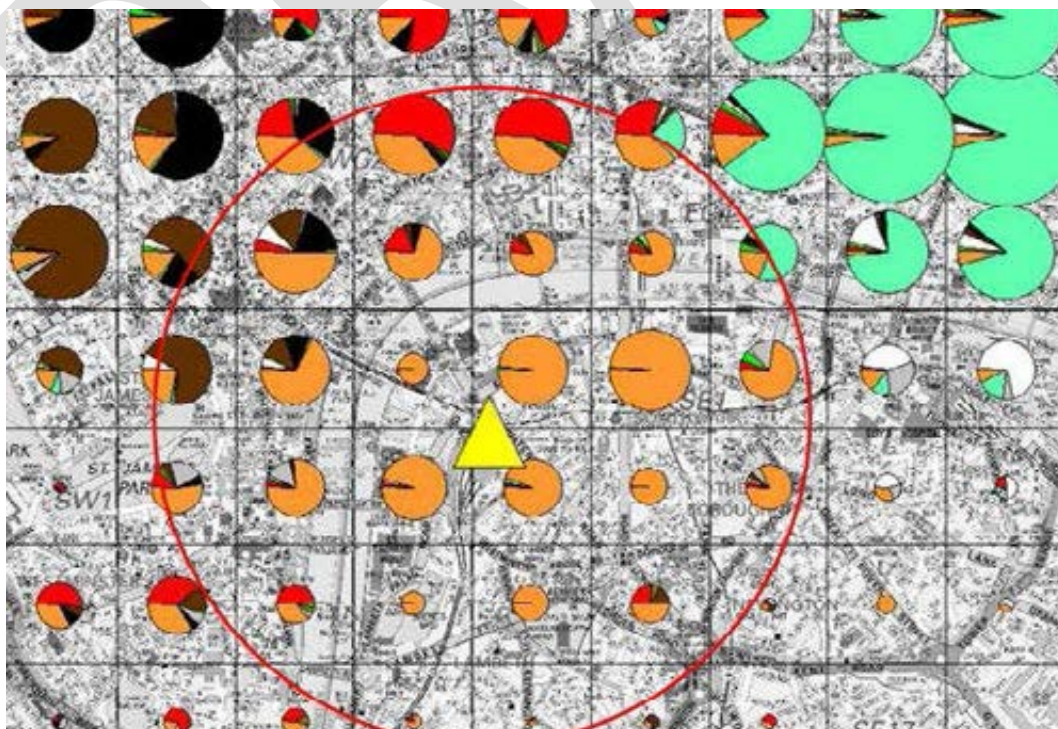
(Source: TfL Central London Rail Termini study)



2.9.8 The figure below focuses on the area within around 1.5 km, which is a comfortable walking distance for most people.

Figure 9 National rail arrivals at Waterloo station, onward modes by final trip destination, AM peak, within 1.5km of Waterloo station

(Source: TfL Central London Rail Termini study)

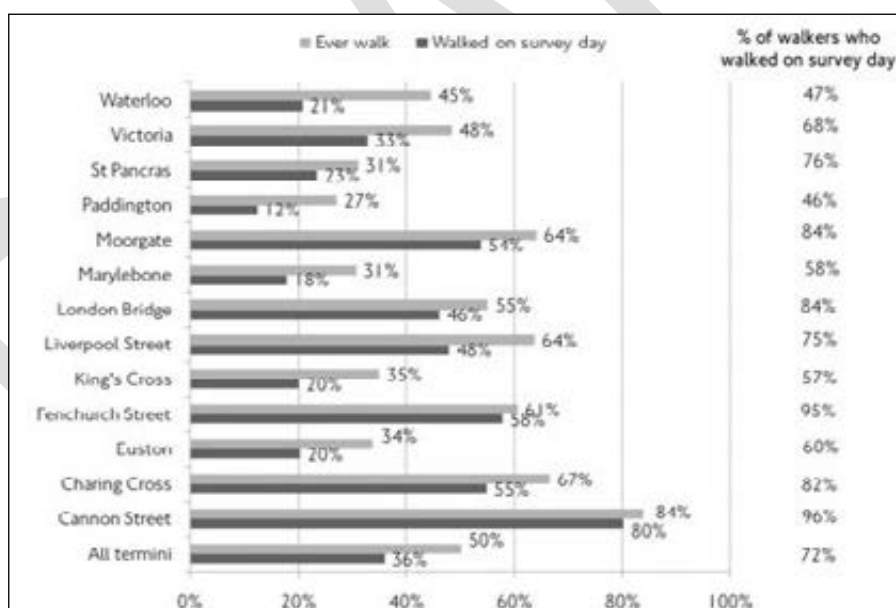


# Transport for London

- 2.9.9 Within a 1.5 km radius, the proportion of walking trips varies greatly.
- 2.9.10 There are some very strong patterns of Underground usage where this provides a direct connection, most notably to the City (Waterloo & City line), and West End (Bakerloo or Northern lines).
- 2.9.11 There is also a relatively high proportion of walking trips where no direct Underground connection exists.
- 2.9.12 Staying on the same side of the Thames, the proportion of walking trips to Borough is high, at around three quarters. In contrast, of those with a destination around Lincoln’s Inn and Fleet Street, a similar distance away, only a third of people walk from Waterloo.
- 2.9.13 It is notable that over a quarter of the commuters with a destination just to the north of Waterloo Bridge don’t walk, even though it is a walk of just a few hundred metres and additional fares are payable on the Underground or buses.
- 2.9.14 As well as being asked to describe the trip they were making at the time of the survey, respondents were also asked whether they ever walk for their onward journey between the central London terminus and their final destination (see Figure below).

Figure 10 Waterloo station: percentage of walkers who walked on the survey day

(Source: TfL Central London Rail Termini study)



- 2.9.15 The greatest disparity was found at Waterloo, where almost half the arrivals claim to walk some of the time but only 21% did on the day they were surveyed. This may suggest that the distance is deemed to be walkable but that the environment is not conducive to walking
- 2.9.16 There is clearly an opportunity to encourage some of these journeys to switch to walking to take some pressure of the bus and Underground services.

# Transport for London

## 2.10 Problem: Supporting economic activity and development on the north bank

- 2.10.1 While the thriving Covent Garden district extends to the north west side of the Aldwych and Somerset House attracts increasing numbers of visitors, footfall declines sharply east of Waterloo Bridge compared with adjacent parts of Covent Garden/Strand, and areas close to Temple are very quiet at weekends.
- 2.10.2 There are major ambitions however for the renewal of this area, and in 2013 the Northbank BID was established to co-ordinate efforts amongst major local businesses to improve the area between Trafalgar Square and Westminster's boundary with the City.

Figure 11 Map showing extent of Northbank BID



- 2.10.3 The Northbank BID reports that there is in excess of £1 billion being privately invested in the area as landowners seek to intensify uses in the area, including expansion of the two major Universities (King's College London and the London School of Economics), and Somerset House.
- 2.10.4 Tapping into the footfall on the southern side of the river, particularly if Northbank becomes a stopping off point between the South Bank and Covent Garden, would increase the value of these investments, enabling these developments to come forward at a faster pace, with more intensive uses.
- 2.10.5 As well as the challenge of improving footfall in the Northbank BID area, there is a need to improve the permeability and connectivity (both physical and mental) between areas surrounding the Temple and South Bank Area that have been identified for growth in the London Plan. Within 500m the 78ha Waterloo Opportunity Area has the potential to accommodate 15,000 additional jobs and 1,900 homes.

## Transport for London

- 2.10.6 Within 1,000m south and eastwards is located the London Bridge, Bankside and Borough Opportunity Area (which has the capacity to support 25,000 additional jobs and 1,900 homes) and the edges of Elephant & Castle which is undergoing significant redevelopment.
- 2.10.7 Going 1,000m northwards there is a need to improve pedestrian and commuter connectivity to Holborn (a 13ha Area of Intensification with capacity for 2,000 additional jobs and 200 homes).
- 2.10.8 Slightly further distant, is the 19ha Tottenham Court Road Opportunity Area (with capacity for 5,000 jobs and 420 homes) and the Farringdon and Smithfield Area of Intensification (which could support 2,500 jobs and 850 homes). Within these London Plan designated areas there is potential to deliver 49,500 jobs and 5,270 homes for over 12,000 new residents.

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# Transport for London

## ***2.11 Opportunity: maximising Waterloo Opportunity Area's development potential***

2.11.1 While the Waterloo area has a wide range and high concentration of transport options and nationally significant cultural attractions, significant improvements are required to the local infrastructure and the environment to benefit current and future businesses and their workforce, visitors and local residents. There is a significant opportunity for the ongoing development of Waterloo to extend the high value CAZ southwards

2.11.2 The extent of potential future growth is such that Lambeth Council and partners want to ensure that a comprehensive and holistic approach to infrastructure development is undertaken for the whole area and its key components, so the benefits of new development and growth are maximised for all stakeholders. The London Plan (2012) estimated that the 78 hectare area has the potential to accommodate up to 15,000 additional jobs and up to 1,900 new homes by 2031 (assuming typical London development densities).

2.11.3 While the full scale redevelopment of Waterloo station over the next 15 to 20 years could result in perhaps 20,000 to 30,000 new jobs in the area, the redevelopment is a particularly challenging project. However, as this equates to a potential 20% increase in total employment across the borough, there is a need to carefully manage the impacts of this growth and to ensure that the benefits accrue, as far as possible, across the whole borough. Therefore the area needs to:

- Maximise development potential: Maximising the area's potential for developing a full and balanced range of Central London and town centre activities (office, retail, leisure and entertainment, education)
- Secure Accessible Jobs: Increase in sustainable jobs in line with London Plan with clear routes for Lambeth residents to access these new employment opportunities
- Encourage office development: Support appropriate scale and form of densification of office employment around and above Waterloo station.
- Improve transport hub function: Improve transport capacity and interchange quality of Waterloo Station especially permeability
- Increase public realm provision and route options: Achieve improvements in the quality, extent and management of public realm, permeability and linkages throughout the area.



# Transport for London

## 2.12 Opportunity: Provide new park space in central London

- 2.12.1 London is well known for its parks and gardens. This includes a wide range of facilities from local recreational grounds and small pockets of greenery in the city, to huge royal parks such as Richmond and the UNESCO world heritage site of Kew Gardens.
- 2.12.2 The current provision of parks and open space around Waterloo and Blackfriars Bridges is shown in the map below.

Figure 12 Map showing open space and retail frontage in central London



- 2.12.3 Access to parks and open space is important for people who live and work in central London as well as attracting visitors. It improves the quality of the environment and provides space for people to spend time outside.
- 2.12.4 London is a growing city and the number of jobs in the central employment districts is going to increase. This will be accommodated through an increase in the total amount of office space, but also through more intensive use of that space. According to data from the British Council for Offices (BCO), the average office tenant now uses around 11 square metres per worker, which is 35% less than in 1997. A new building in Ludgate Hill, in London's financial district, will allocate just eight square metres to each employee.
- 2.12.5 There are very few opportunities to increase the amount of park and open space available in this area of London. As employment densities increase, the amount of open space per employee will decrease. In creating a new bridge across the Thames, there is a great opportunity to create a new park and a new kind of space, at the same time. This will improve the access to open space for local employees and improve the overall offer of parks and gardens in London.

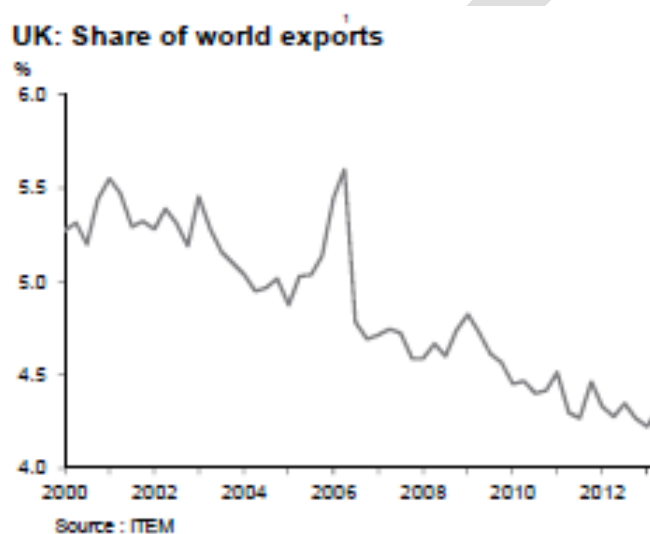
## Transport for London

### 2.13 Opportunity: Showcasing UK expertise and innovation in engineering, design and landscape

- 2.13.1 The UK's export performance since 2008 has been poor, especially given the sterling's sharp fall in 2008–09. With its productivity growth and wage costs lagging behind competitors such as the US and Germany, the UK managed only 17% growth in export volumes in the four years since Q2 2009<sup>16</sup>. By comparison Germany's exports grew by 34% over the same period. To date, the UK's progress in penetrating fast-growing emerging markets has also been comparatively slow.

Figure 13 UK share of world exports

(Source: ITEM)



- 2.13.2 Promoting the UK's commercial interests around the world is at the centre of the Government's foreign and economic policies under one strong national brand<sup>17</sup>. To yield long-term benefits for the UK economy, promotional activity needs to improve perceptions both at home and overseas and show Britain's diverse strengths around the world.
- 2.13.3 Emerging and high growth markets need to expand their infrastructure rapidly to ensure they can sustain economic growth. The construction, environment and water, and transport sectors are vital to any modernising economy and offer enormous opportunities to UK companies.
- 2.13.4 Representing an annual output of £107 billion, the UK construction industry comprises more than 300,000 companies. UK companies, with their high-end consulting, design and engineering capabilities stretching across many disciplines, have shown themselves strongly placed to address these trends and compete on a global scale. As part of their established activities UKTI will be able to showcase the activities of the firms delivering the unique Garden Bridge which will also form a new part of the national brand.

<sup>16</sup> EY ITEM Special Report on Exports (Dec 2013)

<sup>17</sup> UKTI – Britain Open for Business (June 2011)

## Transport for London

- 2.13.5 The very high quality design and concept will give a unique and iconic structure that will become recognised worldwide supporting the UK and London's profile internationally as a centre for the creative industries and the "thought leading" capital of the world.
- 2.13.6 The development of the bridge (led by three UK firms) will showcase expertise in design, engineering and landscape – supporting the growth and expansion of the UK creative industry sector.

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# Transport for London

## 2.14 Opportunity: Supporting the UK's internationally renowned creative sector

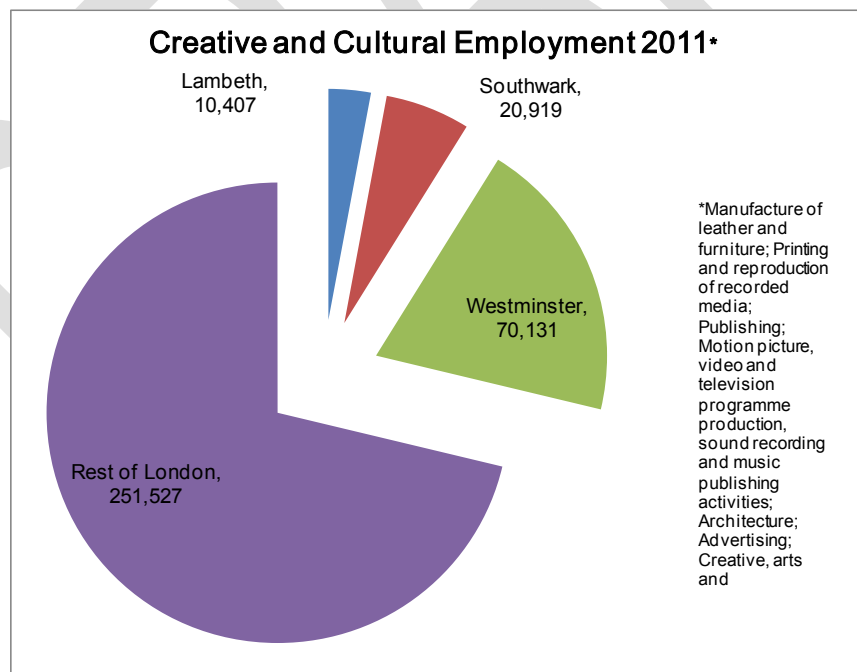
2.14.1 The bridge will enhance the connections between two international clusters of cultural and creative activities (Covent Garden and the South Bank). This includes key destinations such as:

- Royal Festival hall
- National Theatre
- South Bank Centre
- Somerset House
- Kings College.

2.14.2 The bridge will improve interaction between the various uses on both sides of the river supporting the development and intensification of these uses through the creation of a larger critical mass. In effect, there will be agglomeration benefits associated with the bridge that will accrue largely to the creative industries sector.

2.14.3 North and south of the river in Central London there is a major cluster of more than 100,000 creative and cultural jobs, accounting for nearly one third of the entire sector in London.

Figure 14 Creative and cultural employment in Lambeth, Southwark and Westminster



# Transport for London

## 2.15 Objectives

2.15.1 There are a wide range of complementary objectives for the project. The seven core objectives of the project are:

- To **improve pedestrian connectivity** across the Thames in central London to reduce severance and contribute towards an increase in north-south movements across the river by foot
- To contribute towards **improving the quality of the pedestrian environment** and public realm in central London that will support an increase in walking across central London as a whole and help contribute towards MTS targets
- to **improve transport connectivity**, efficiency and resilience for the South Bank area by providing better links to the Underground network at Temple
- to **support the economic development** of areas adjoining the bridge on both sides of the river and to help bring forward development
- to **support central London's visitor and tourist economy**
- to create a **new public open space and garden** in central London
- to be **affordable**

2.15.2 The following table sets out how the objectives relate to the problems and opportunities that were identified and discussed in the previous section.

# Transport for London

Table 4 Project objectives mapped against identified problems and opportunities

Objectives / Problems and Opportunities	Improve pedestrian connectivity	Improve the pedestrian environment and urban realm	improve transport connectivity	Support economic development	Support central London's visitor and tourist economy	A new public open space and garden	To be affordable
Supporting growth in the London economy by encouraging and protecting tourism revenues				✓	✓	✓	
Poor pedestrian environment on existing bridges in central London	✓	✓		✓	✓		
Poor access onto Waterloo and Blackfriars bridges from the Thames Path	✓	✓			✓		
Missing link between Temple station and the south bank	✓		✓	✓			
Onward distribution of passengers from Waterloo station	✓	✓	✓	✓			
Urban park provision		✓		✓		✓	
Lack of economic activity around Temple station and in Northbank BID	✓		✓	✓			
Maximise Waterloo Opportunity Area's development potential	✓			✓			
Showcasing UK expertise and innovation in engineering, design and landscape				✓	✓		
Supporting the UK's internationally renowned creative sector	✓		✓	✓			

# Transport for London

## 2.16 Options

2.16.1 A number of options have been considered, taking into account the specific investment objectives as well as the wider public policy objectives outlined above. The options are listed below:

- **1. Do nothing:** No change to existing arrangements
- **2. Enhance/modify existing bridges in central London:** Invest in improvements to the ambience of existing central London bridges, including planting if possible
- **3. New bridge elsewhere in central London:** Build a new pedestrian bridge in another part of central London
- **4. New bridge between Temple and South Bank (no garden):** Build a new simple footbridge between Temple and the South Bank
- **5. New Garden bridge between Temple and South Bank:** Build a new bridge with a garden between Temple and the South Bank

2.16.2 The following sections describe the options above and consider them against the project objectives.

# Transport for London

## Option 1 – Do nothing

2.16.3 The do nothing option involves no changes to the existing bridges and no new bridges across the Thames in central London. The table below summarises how this option performs against the project objectives.

**Table 5 Performance of Option 1 against objectives**

Objective	Comments	Assessment
To improve pedestrian connectivity across the Thames in central London	Under a Do Nothing option, there would be no new pedestrian link across the river and no reduction in severance	Neutral -
To contribute towards improving the quality of the pedestrian environment and public realm in central London that will support an increase in walking	Under a Do Nothing option, the quality of the pedestrian environment would not improve	Neutral -
To improve transport connectivity, efficiency and resilience for the South Bank area by providing better links to the Underground network at Temple	No improvement in accessibility of the South Bank or improved links to Temple	Neutral -
To support the economic development of areas adjoining the bridge on both sides of the river and to help bring forward development	No regeneration or enhancement to the local area – as there would be no improvement to connectivity, no changes to the pedestrian environment, and no new open space or park provision.	Neutral -
To support central London's visitor and tourist economy	Does not encourage tourism – as there would be no new park or cultural icon to improve the offer of visitor attractions in central London	Neutral -
To create a new public open space and garden in central London	No new park space – no new park space or open space would be created	Neutral -
To be affordable	No expenditure (or revenue) from this option	Neutral -



# Transport for London

## Option 2 – Enhance/modify existing bridges in central London

- 2.16.4 This option seeks to meet the project objectives by enhancing or modifying one or more existing central London bridge(s).
- 2.16.5 The idea most likely to meet the project objectives is to use Waterloo, which lies in the heart of central London between the West End and South Bank, but which offers a relatively poor environment for pedestrians.
- 2.16.6 A concept has been considered whereby one of Waterloo Bridge's two vehicular carriageways is pedestrianised, and the space used to create a new public space for pedestrians. Given the importance of Waterloo Bridge to the road network including many bus routes (it is a part of the Strategic Road Network and carries 17 daytime bus routes), it is not considered feasible to fully close the bridge to traffic. This scenario would, however, mean that buses would no longer enjoy protection from traffic congestion afforded by the current bus lanes.
- 2.16.7 Accessibility would be improved by providing lift access from embankment level to the bridge on both sides of the river. There would be no fundamental change to the structure of Waterloo Bridge as this project would occupy the space currently utilised by one carriageway of the existing road on top of the existing structure.
- 2.16.8 For the purpose of this concept, no work has been undertaken to consider how the northern end would work, in terms of the presence of the Strand Underpass in the centre of the carriageway. This would need to be addressed should this concept be taken forward; it may be that to provide a satisfactory solution it would be necessary to close the underpass, but this is excluded from this concept assessment.

Figure 15 Location of Waterloo Bridge



# Transport for London

- 2.16.9 Planting would be accommodated in pots or raised beds placed on top of the existing bridge structure. This limits the size of plants that could be used, and would require regular watering as there would be no irrigation or rain water capture. Structurally, the bridges are not designed to carry large amounts of soil, and so the planting would be limited in scope, potentially limited to planting in pots. This may improve the ambience, but the level of intervention would be limited and therefore so would be the benefits compared with a purpose-built garden. In addition there would be heritage implications, with the bridges not being designed for that purpose.
- 2.16.10 There are alternative ways of implementing the scheme depending on the design concept. Permanent schemes in high quality materials can be expensive, but are likely to be needed to meet the high expectations there would be at a site such as this (Waterloo Bridge is Grade II\* listed).
- 2.16.11 At the lower cost end of the spectrum, New York City has trialed extensive reallocations of roadspace in parts of the city, initially using low-cost solutions, as illustrated below, to allow the schemes to be implemented in permanent materials should they prove successful.

Figure 16 New York's lower cost experimental pedestrianisation



- 2.16.12 Option 2 would have a negative impact on the road network with a reduction in the amount of space available for traffic. In facilitating the creation of new open space, existing road space allocated to buses and cycles would be removed, with the project therefore having the greatest impact on public transport and other sustainable modes of transport.
- 2.16.13 The table below summarises how this option performs against the project objectives.

# Transport for London

Table 6 Performance of Option 2 against objectives

Objective	Comments	Assessment
To improve pedestrian connectivity across the Thames in central London	As this option would not involve a new crossing, there would be no new pedestrian link across the river and no reduction in severance.	Neutral -
To contribute towards improving the quality of the pedestrian environment and public realm in central London that will support an increase in walking	Improvement to the pedestrian environment limited by proximity to traffic lanes. The environment would be noisy and could still feel traffic dominated.  However, the provision of a garden would contribute towards an improved pedestrian environment, with an increase in walking trips associated with this improvement.	Slight positive ✓
To improve transport connectivity, efficiency and resilience for the South Bank area by providing better links to the Underground network at Temple	Option would have a limited impact in improving connectivity between South Bank and Temple Underground Station, as walking distances between the South Bank and the LU network would remain unchanged.	Neutral -
To support the economic development of areas adjoining the bridge on both sides of the river and to help bring forward development	This option would provide limited benefits in generating additional footfall in the Strand / Aldwych area during quieter periods.	Slight positive ✓
To support central London's visitor and tourist economy	This option would not encourage tourism as there would be no new cultural icon to improve the offer of visitor attractions in central London	Neutral -
To create a new public open space and garden in central London	This option would increase the amount of open space in central London, however the retention of vehicular traffic is likely to undermine benefits associated with this option.	Slight positive ✓
To be affordable	This option would require capital funding and would remain an ongoing public liability	Slight negative x

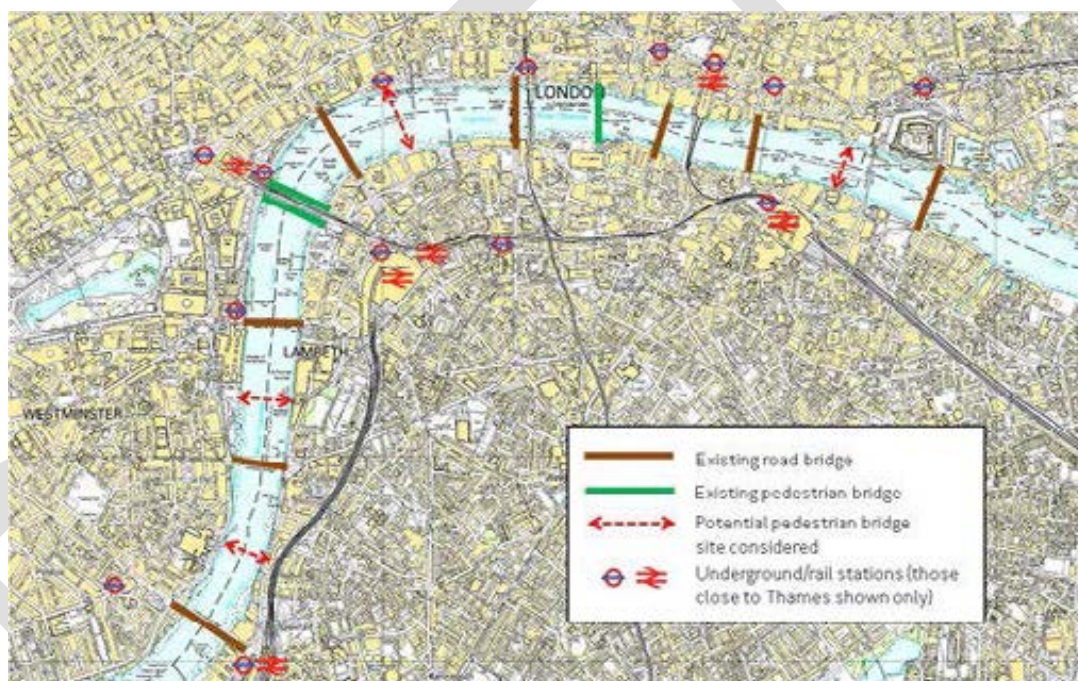
# Transport for London

## Option 3 – New bridge elsewhere in central London

2.16.14 This option would involve creating a new bridge in central London, with the following locations considered (from east to west):

- Between London Bridge and Tower Bridge
- Between Blackfriars Bridge and Waterloo Bridge (see *Option 4*)
- Between Westminster Bridge and Lambeth Bridge
- Between Lambeth Bridge and Vauxhall Bridge

Figure 17 Location of bridge options



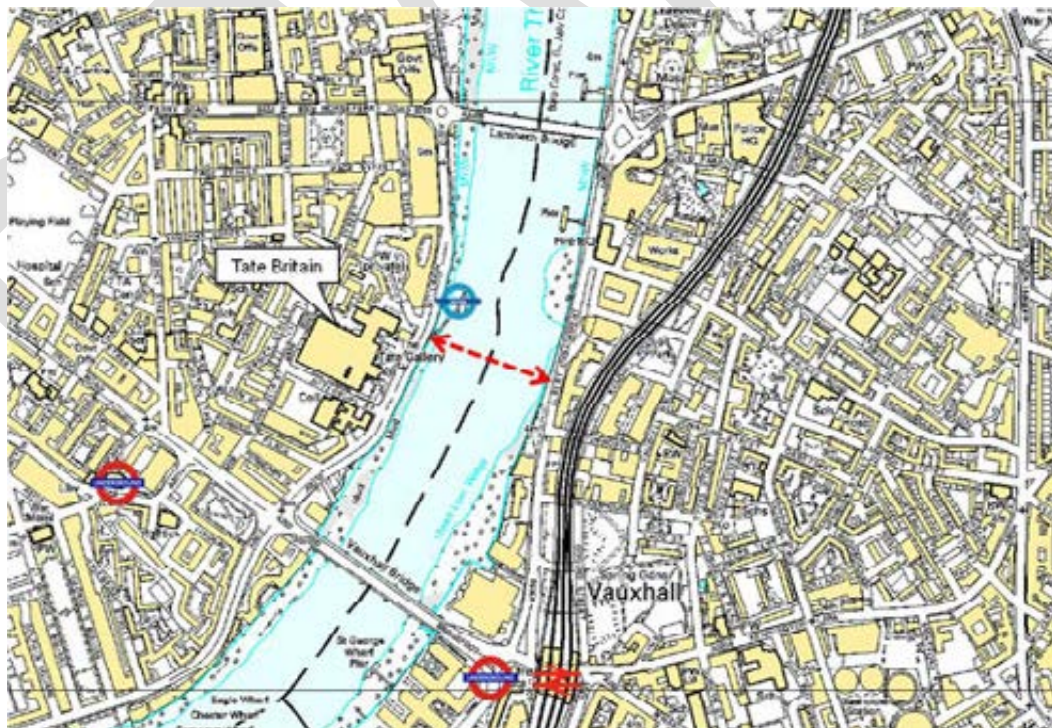
2.16.15 A new bridge between London Bridge and Tower Bridge would provide a pedestrian connection between two bridges heavily used by pedestrians, connecting the City of London and tourist attractions on the North Bank such as the Tower of London with the South Bank. A bridge in this location would have benefits for severance, given the spacing of 830m between bridges.

2.16.16 However, this option would be located downstream of London Bridge (the first low clearance bridge on the River Thames) and as such would need to allow for a high air draft. It would also conflict with obstructions along the river such as HMS Belfast and the Pool of London ship berth alongside it. This option has therefore been discounted.

## Transport for London

- 2.16.17 A new bridge between Westminster Bridge and Lambeth Bridge would provide additional pedestrian capacity and connectivity, and could in theory ease congestion on Westminster Bridge. However, the bridge would not be located on any main pedestrian desire lines, with the crowding on Westminster Bridge largely the result of high tourist demand between Westminster and the County Hall part of the South Bank. In addition, the opportunities for landing a bridge are very limited, and a landing would most likely need to be sited in Victoria Tower Gardens, adjacent to the Palace of Westminster. This very sensitive location would be likely to present significant challenges in securing planning consent for the structure and required access. This option has therefore been discounted.
- 2.16.18 The most promising location for a new bridge in central London, other than at Temple (see next option), linking the North Bank and South Bank is between Lambeth and Vauxhall Bridge. The spacing between adjacent bridges is around 820m at mid-river (similar to the spacing between Waterloo and Blackfriars bridges). The riverbank is not as constrained as the other options above, so construction of a footbridge is likely to be feasible, and the presence of the Tate Britain and Milbank Millennium Pier on the North Bank, and emerging commercial development on the South Bank in this location, suggest there is merit in considering this as a plausible option.
- 2.16.19 The location is shown in the Figure below.

Figure 18 Location of potential bridge between Lambeth and Westminster bridges



# Transport for London

Table 7 Performance of Option 3 against objectives

Objective	Comments	Assessment
To improve pedestrian connectivity across the Thames in central London	A new bridge would improve local connectivity and create a new crossing for central London.	Strong positive ✓✓✓
To contribute towards improving the quality of the pedestrian environment and public realm in central London that will support an increase in walking	This option would improve the quality of the pedestrian environment in central London, and support an increase in walking through providing a pedestrian link between emerging areas of development and transport services from Milbank Pier.	Strong positive ✓✓✓
To improve transport connectivity, efficiency and resilience for the South Bank area by providing better links to the Underground network at Temple	Building a new crossing between Lambeth bridge and Vauxhall bridge would not improve links around the South Bank area or link to Temple	Neutral -
To support the economic development of areas adjoining the bridge on both sides of the river and to help bring forward development	A new bridge at this location would improve the economic development potential of the area	Slight positive ✓
To support central London's visitor and tourist economy	A new bridge in this location would be unlikely to affect central London's visitor economy, given the presence of surrounding attractions and that such an option would not represent a cultural icon.	Neutral -
To create a new public open space and garden in central London	No new park space – no new park space or open space would be created	Neutral -
To be affordable	This option would require capital funding and would remain an ongoing public liability	Moderate negative xx

# Transport for London

## Option 4 – New bridge between Temple and South Bank (no garden)

- 2.16.20 This option would involve creating a conventional footbridge across the River Thames from the North Bank, adjacent to the Temple Underground Station, to the South Bank, near to the National Theatre, Gabriel’s Wharf and the Bernie Spain Gardens.
- 2.16.21 This would provide a solution to the functional needs of moving people through the area, but would not include a garden.

Figure 19 Location of potential bridge between Blackfriars and Waterloo bridges



- 2.16.22 The table below summarises how this option performs against the project objectives.

Table 8 Performance of Option 4 against objectives

Objective	Comments	Assessment
To improve pedestrian connectivity across the Thames in central London	A new bridge would improve local connectivity, and provide a new crossing for central London.	Strong positive ✓✓✓
To contribute towards improving the quality of the pedestrian environment and public realm in central London that will support an increase in walking	Building a new crossing would contribute to the improved walking environment of central London	Strong positive ✓✓✓

## Transport for London

To improve transport connectivity, efficiency and resilience for the South Bank area by providing better links to the Underground network at Temple	Building a new crossing in this location would improve links around the South Bank area or link to Temple	Strong positive ✓✓✓
To support the economic development of areas adjoining the bridge on both sides of the river and to help bring forward development	A new bridge at this location would improve the economic development potential of the area.	Slight positive ✓
To support central London's visitor and tourist economy	A new bridge at this location would have some benefits in supporting the central London visitor and tourist economy. However, these benefits would be limited given it is unlikely that this option would represent a cultural icon.  A conventional bridge would fail to demonstrate any special capability in UK design in addressing unique challenges like the combination of landscaping with bridge building.	Slight positive ✓
To create a new public open space and garden in central London	No new park space – no new park space or open space would be created	Neutral -
To be affordable	This option would require capital funding and would remain an ongoing public liability	Moderate negative xx



# Transport for London

## Option 5 – New Garden bridge between Temple and South Bank

- 2.16.23 This option would involve creating a new Garden Bridge between Temple on the north bank and the ITV building on the South Bank. This would be on the same alignment as the previous option but would be designed to incorporate a new public space on the bridge deck rather than just a functional footbridge.
- 2.16.24 The new bridge would be for pedestrians only and would be a 'garden bridge' with areas for planting designed into the structure of the bridge; relatively large plants and trees could be accommodated, rather than pots placed on a solid deck.
- 2.16.25 A bridge in this location would stand apart from the existing bridges and there is therefore greater freedom to create a unique design and to use innovative materials here.

Figure 20 Artist's impression of the Garden Bridge concept



- 2.16.26 The table below summarises how this option performs against the project objectives.

# Transport for London

Table 9 Performance of Option 5 against objectives

Objective	Comments	Assessment
To improve pedestrian connectivity across the Thames in central London	A new bridge would improve local connectivity, and provide a new crossing for central London.	Strong positive ✓✓✓
To contribute towards improving the quality of the pedestrian environment and public realm in central London that will support an increase in walking	This option would improve the quality of the public realm and provide additional capacity to accommodate increasing numbers of cross river walking trips.	Strong positive ✓✓✓
To improve transport connectivity, efficiency and resilience for the South Bank area by providing better links to the Underground network at Temple	Building a new crossing in this location would improve links around the South Bank area or link to Temple	Strong positive ✓✓✓
To support the economic development of areas adjoining the bridge on both sides of the river and to help bring forward development	A new cultural icon in this location would improve the economic development potential of the area.	Strong positive ✓✓✓
To support central London's visitor and tourist economy	This option would have significant benefits for central London's visitor and tourist economy, given the creation of a new cultural icon.	Strong positive ✓✓✓
To create a new public open space and garden in central London	This option would create a new public space in central London, segregated from vehicular movements on neighbouring bridges, maximising enjoyment for pedestrians.	Strong positive ✓✓✓
To be affordable	This option would require new capital funding, but would only go ahead in conjunction with third party funding, and ongoing costs would be for a third party rather than public sector	Slight negative x

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## Summary of the options considered

2.16.27 The table below summarises how each of the six options considered compare against the project objectives.

**Table 9 Performance of each Option against objectives**

Objective	Option 1	Option 2	Option 3	Option 4	Option 5
To improve pedestrian connectivity across the Thames in central London	Neutral -	Neutral -	Strong positive ✓✓✓	Strong positive ✓✓✓	Strong positive ✓✓✓
To contribute towards improving the quality of the pedestrian environment and public realm in central London that will support an increase in walking	Neutral -	Slight positive ✓	Strong positive ✓✓✓	Strong positive ✓✓✓	Strong positive ✓✓✓
To improve transport connectivity, efficiency and resilience for the South Bank area by providing better links to the Underground network at Temple	Neutral -	Neutral -	Neutral -	Strong positive ✓✓✓	Strong positive ✓✓✓
To support the economic development of areas adjoining the bridge on both sides of the river and to help bring forward development	Neutral -	Slight positive ✓	Slight positive ✓	Slight positive ✓	Strong positive ✓✓✓
To support central London's visitor and tourist economy	Neutral -	Neutral -	Neutral -	Slight positive ✓	Strong positive ✓✓✓
To create a new public open space and garden in central London	Neutral -	Slight positive ✓	Neutral -	Neutral -	Strong positive ✓✓✓
To be affordable	Neutral -	Slight negative x	Moderate negative xx	Moderate negative xx	Slight negative x

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2.16.28 The conclusions for each option are given below:

***1. Do nothing: No change to existing arrangements***

2.16.29 The Do Nothing option is not recommended, as it does not meet any of the project objectives.

***2. Enhance/modify existing bridges in central London: Invest in improvements to the ambience of existing central London bridges, including planting if possible***

2.16.30 The ability of existing bridges to be upgraded to a suitable standard to meet this project's objectives is limited, given the lack of new connectivity, and the impact on existing bridge users.

2.16.31 It is therefore not recommended as an option to fulfil this project's objectives, although enhancements to the ambience of existing bridges could be explored in addition to this project where benefits may arise.

***3. New bridge elsewhere in central London: Build a new pedestrian bridge in another part of central London***

2.16.32 This option is not recommended, as the Temple area is the longest space between bridges in the centre of London and aligns with an Underground station, and an option which provides a new crossing at this point, would therefore deliver the greatest connectivity benefits.

***4. New bridge between Temple and South Bank (no garden): Build a new simple footbridge between Temple and the South Bank***

2.16.33 This option is not recommended, because although it meets the connectivity objectives well, it is not likely to attract new visitors to the area in any significant numbers, and would not create any new open space.

***5. New Garden bridge between Temple and South Bank: Build a new bridge with a garden between Temple and the South Bank***

2.16.34 This option meets all of the project objectives well except that it requires some capital investment (alongside third party contributions).

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## 3 The Economic Case

### 3.1 *Introduction*

3.1.1 This section reviews the likely impacts of the options, outlining where possible the quantified or qualitative impacts and costs.

### 3.2 *Assessment of benefits*

3.2.1 A wide range of potential impacts to London and the UK economy have been considered:

- Journey time (walk time saving)
- Journey Quality (ambience)
- Severance
- Crowding
- Road safety
- Pedestrian exposure to emissions
- Health impacts (physical activity)
- Business and property impacts
- Showcasing Britain
- Tourism

3.2.2 The impacts of each option have been considered and this is described in the following sections.

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## 3.3 *Journey time (walk time savings)*

3.3.1 Options where connectivity is enhanced are likely to lead to walk journey time savings by reducing how far people will need to walk in order to reach their destination. These savings are a core transport benefit. It should be noted that this estimate of travel time savings looks only at trips that already take place. It does not consider any new trips generated by the introduction of a new crossing. This is because it is assumed that many of the new trips would be leisure trips where users may not value a reduction in journey time. In fact, in some cases they may wish to take longer in order to enjoy a new facility if the ambience is sufficiently high.

### *Option 1. Do nothing: No change to existing arrangements*

3.3.2 Under the Do Nothing option, there would be no change to walking times.

### *Option 2. Enhance/modify existing bridges in central London: part pedestrianise Waterloo Bridge*

3.3.3 Reallocating one of the carriageways of Waterloo Bridge for pedestrians would bring benefits to pedestrians (described later in this section) but journey times would not be improved.

3.3.4 In addition, the loss of bus lanes on Waterloo Bridge could have a severe impact on bus passengers' journey times, and associated knock-on impacts on service reliability affecting passengers over a wide area.

3.3.5 As such, this could be a significant negative effect for bus passengers, but a quantification of these impacts has not been undertaken.

### *Option 3. New bridge elsewhere in central London: between Lambeth and Vauxhall bridges*

3.3.6 Journey time benefits for Option 3 have not been calculated in detail, although the following section outlines that the walking time benefits for Options 4 and 5 have been estimated at around £180,000 per annum.

3.3.7 Option 3 is located in an area of much lower footfall than Options 4 and 5, and would not provide shorter journeys for many users. Therefore the assessment assumes that this option would provide just half of the journey time benefits, equivalent to around £90,000 per annum.

### *Option 4. New bridge between Temple and South Bank (no garden)*

3.3.8 The construction of a new bridge between Temple and the South Bank would reduce the journey times of pedestrians with an origin or destination close to the

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new bridge location. In particular, it would provide a section of the South Bank with direct access to Temple Underground station.

- 3.3.9 The forecast annualised total travel time saving is 27,000 hours which translates to an annual benefit of around £180,000, which is assessed as a **Slight positive**. See Appendix A for more details of the calculation.

## *Option 5. New Garden bridge between Temple and South Bank*

- 3.3.10 This option would offer the same utility as Option 4, and an annual benefit of around £180,000, which is assessed as a **Slight positive**. See Appendix A for more details of the calculation.

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## 3.4 Journey quality (ambience)

3.4.1 Journey quality is an important consideration in scheme appraisal for walkers and includes environmental conditions on a route. Evidence for quantification is limited, so only a qualitative assessment has been made.

### *Option 1. Do nothing: No change to existing arrangements*

3.4.2 Under the Do Nothing option, there would be no change to journey ambience. As such, the assessment of impact is **None**.

### *Option 2. Enhance/modify existing bridges in central London: part pedestrianise Waterloo Bridge*

3.4.3 Creating a new pedestrian space on Waterloo Bridge would greatly improve the journey quality for pedestrians using the bridge, although traffic would still be alongside the pedestrian route.

Figure 21 – Waterloo Bridge and pedestrianisation



3.4.4 As such, the assessment of severance benefit is **Slight benefit**.

### *Option 3. New bridge elsewhere in central London: between Lambeth and Vauxhall bridges*

3.4.5 This option would provide pedestrians with a new bridge away from the current road bridges either side. However, the number of pedestrians benefitting is low.



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Figure 22 – Lambeth Bridge and pedestrian bridge (Millennium)



3.4.6 As such, the assessment of severance benefit is **Slight benefit**.

## *Option 4. New bridge between Temple and South Bank (no garden)*

3.4.7 Option 4 would provide pedestrians with a new bridge away from the current road bridges either side, and the number of pedestrians benefitting would be much higher than at the location of Option 3.

Figure 23 – Waterloo Bridge and pedestrian bridge (Millennium)



3.4.8 The assessment of severance benefit is **Moderate benefit**.

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## *Option 5. New Garden bridge between Temple and South Bank*

- 3.4.9 Option 5 would provide pedestrians with the same benefits as Option 4, but with the additional factor that as well as taking pedestrians away from vehicular traffic, the bridge deck would be a very high quality environment in its own right.

Figure 24 – Waterloo Bridge and garden bridge concept



- 3.4.10 The assessment of severance benefit is **Large benefit**.

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## 3.5 Severance

3.5.1 Severance is the effect of a barrier, whether a natural feature such as a river or mountain range, or a man-made barrier such as a railway or main road, on people's journeys, which can lead to increased trip distances and times.

3.5.2 The River Thames naturally leads to severance in some sections where crossings are limited, particularly downriver where there are far fewer crossings compared with central London. However, a severance effect is still present in spaces between crossings, particularly for those on foot. A new bridge could reduce this severance effect, if it is located where the distance between bridges is relatively longer, and where there are key pedestrian origins or destinations close to the river but not adjacent to a bridge.

3.5.3 Methodology as suggested in webTAG unit 18 (Department for Transport appraisal guidelines) was used to assess the likely scale of severance currently present and the impact that each option would have on this. This involves first assessing the level of severance in the Do Minimum and with scheme case, then assessing the likely number of people impacted.

3.5.4 According to webTAG, Severance may be classified according to the following four broad levels.

**None** - Little or no hindrance to pedestrian movement.

**Slight** - All people wishing to make pedestrian movements will be able to do so, but there will probably be some hindrance to movement.

**Moderate** - Pedestrian journeys will be longer or less attractive; some people are likely to be dissuaded from making some journeys on foot.

**Severe** - People are likely to be deterred from making pedestrian journeys to an extent sufficient to induce a reorganisation of their activities. In some cases, this could lead to a change in the location of centres of activity or to a permanent loss of access to certain facilities for a particular community. Those who do make journeys on foot will experience considerable hindrance.

Table 10 WebTAG A4-I scoring criteria

Without-scheme Severance Scoring	With-scheme Severance Scoring			
	None	Slight	Moderate	Large
None	None	Slight negative	Moderate negative	Large negative
Slight	Slight positive	None	Slight negative	Moderate negative
Moderate	Moderate positive	Slight positive	None	Slight negative
Large	Large positive	Moderate positive	Slight positive	None

<sup>18</sup> WebTAG Unit A4-I, DfT, January 2014

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## *Option 1. Do nothing: No change to existing arrangements*

- 3.5.5 Under the Do Nothing option, there would be no change to levels of severance. As such, the assessment of severance benefit is **None**.

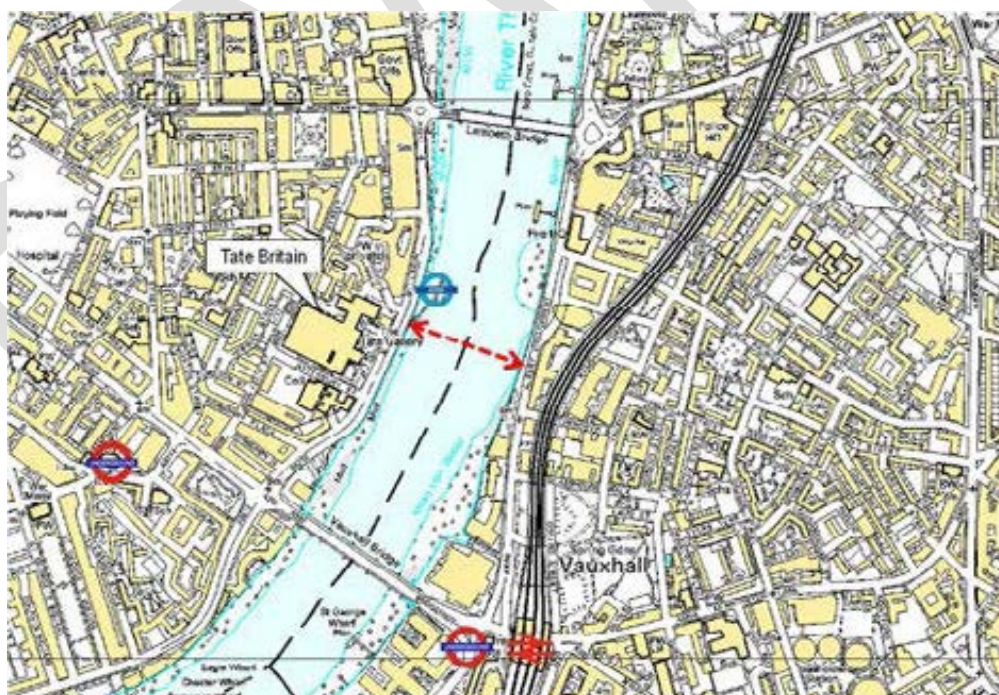
## *Option 2. Enhance/modify existing bridges in central London: part pedestrianise Waterloo Bridge*

- 3.5.6 Reallocating one of the carriageways of Waterloo Bridge for pedestrians would bring benefits to pedestrians (described later in this section) but severance would not be improved. As such, the assessment of severance benefit is **None**.

## *Option 3. New bridge elsewhere in central London: between Lambeth and Vauxhall bridges*

- 3.5.7 This option would reduce the severance between each bank of the river in this location. The Figure below illustrates the main potential beneficiaries of this reduction in severance.

Figure 25 – severance effects, Option 3



- 3.5.8 A new bridge would be close to Tate Britain, an important cultural site, but would not improve its links to the wider transport network, as it would still be closest to Pimlico Underground station, and no closer to the national rail stations on the southern side. It would improve connections between the area on the southern bank and the river pier, but this is unlikely to offer a significant transport benefit as the pier principally serves visitors to Tate Britain.

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- 3.5.9 Based upon the above, the assessment of the level of severance in the Do Minimum scenario is **Slight**, and with Option 3 is considered to remain **Slight**. As such, the assessment of severance benefit is **None**.

### *Option 4. New bridge between Temple and South Bank (no garden)*

- 3.5.10 Option 4 would reduce the severance between each bank of the river in this location. The Figure below illustrates the main potential beneficiaries of this reduction in severance.

Figure 26 – severance effects, Option 4 (and Option 5)



- 3.5.11 A new bridge would link directly to Temple Underground station, which would provide improved access to the Underground from areas of high pedestrian activity on the South Bank including the Oxo Building, Gabriel's Wharf, the ITV studios (audiences of up to 1,000), and the Queens Walk itself.
- 3.5.12 It would also improve links to the busy Queens Walk area from destinations on the northern side, including Somerset House, King's College, the Royal Courts of Justice, and the Inner and Middle Temples.
- 3.5.13 Based upon the above, the assessment of the level of severance in the Do Minimum scenario is **Slight**, and with Option 3 is considered to improve to **None**. As such, the assessment of severance benefit is **Slight positive**.

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## *Option 5. New Garden bridge between Temple and South Bank*

- 3.5.14 This option would offer the same benefit as Option 4 , with a level of severance in the Do Minimum scenario of **Slight**, and with Option 4 improving to **None**. As such, the assessment of severance benefit is **Slight positive**.

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## 3.6 Crowding

3.6.1 London's transport networks are under increasing pressure as the number of jobs, residents and visitors increases. Projects which reduce crowding – through providing new links, increasing capacity or making more efficient use of the existing transport networks – will help to reduce levels of crowding which will otherwise increase over time.

### *Option 1. Do nothing: No change to existing arrangements*

3.6.2 Under the Do Nothing option, there would be no change to levels of crowding on the transport networks (relative to the background growth, which will gradually increase crowding where other measures are not implemented. As such, the assessment of crowding benefit is **None**.

### *Option 2. Enhance/modify existing bridges in central London: part pedestrianise Waterloo Bridge*

3.6.3 Reallocating one of the carriageways of Waterloo Bridge for pedestrians would increase the space available for pedestrians on the bridge, but the bridge itself is not currently crowded, and the option is unlikely to have a significant effect on the patterns of travel on the public transport networks.

3.6.4 As such, the assessment of crowding benefit is **None**.

### *Option 3. New bridge elsewhere in central London: between Lambeth and Vauxhall bridges*

3.6.5 Building a new bridge in this location is unlikely to have a significant effect on the patterns of travel on the public transport networks, and crowding is not a problem on the walking routes in this area or adjacent bridges.

3.6.6 As such, the assessment of crowding benefit is **None**.

### *Option 4. New bridge between Temple and South Bank (no garden)*

3.6.7 Option 4 would provide improved access to Temple Underground station from areas of high pedestrian activity on the South Bank including the Oxo Building, Gabriel's Wharf, the ITV studios (audiences of up to 1,000), and the Queens Walk itself.

3.6.8 This is likely to result in some peak period trips currently using Waterloo, Embankment or Blackfriars stations to switch to Temple. Temple station has more spare capacity than Waterloo or Embankment stations, which in the weekday peak are crowded stations, and therefore the assessment of crowding benefit is **Slight positive**.

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## *Option 5. New Garden bridge between Temple and South Bank*

- 3.6.9 This option would offer the same crowding benefit as Option 4 , and as such the assessment of severance benefit is **Slight positive**.

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## 3.7 Road safety

3.7.1 Improving the safety of all road users, and particularly vulnerable road users, is a key objective at all levels of government. While road schemes are outside the scope of this project, there is the potential to improve the safety of pedestrians by providing an alternative walking route which allows pedestrians to by-pass busy parts of central London's road network.

### *Option 1. Do nothing: No change to existing arrangements*

3.7.2 Under the Do Nothing option, there would be no change to pedestrian routes or their exposure to traffic. As such, the assessment of road safety impacts is **None**.

### *Option 2. Enhance/modify existing bridges in central London: part pedestrianise Waterloo Bridge*

3.7.3 Reallocating one of the carriageways of Waterloo Bridge for pedestrians would greatly increase the space available for pedestrians on the bridge, and reduce the likelihood of pedestrian/vehicle conflict on the bridge. However, the scope for pedestrian / vehicle conflict on the bridge itself is low, with the likely conflict points being the junctions at either end, which pedestrians would still need to negotiate.

3.7.4 In addition, the removal of the bus lanes reduces the level of protection available to cyclists on the remaining carriageway, which would also be without a cycle lane in one direction if the existing kerbs are retained (each carriageway is only around 8.3 m wide, insufficient for cycle lanes in both directions with two-way traffic). For the purpose of this assessment it is assumed that in one direction a segregated cycle track would be provided within the pedestrianised area to allow cycle provision to be maintained under the single carriageway layout.

3.7.5 Overall, the assessment of road safety impacts is **None**.

### *Option 3. New bridge elsewhere in central London: between Lambeth and Vauxhall bridges*

3.7.6 Building a new bridge in this location would provide pedestrians with a dedicated route across the River Thames away from vehicular traffic. However, the points of conflict between pedestrians and vehicles are at the junctions at either end of the bridges rather than over the river itself, and pedestrians would not avoid these junctions by the provision of a new bridge between them.

3.7.7 As such, the assessment of road safety impacts is **None**.

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## *Option 4. New bridge between Temple and South Bank (no garden)*

3.7.8 As well as providing a new crossing over the Thames itself (as in Option 3), a bridge here has the added benefit of allowing its users to avoid busy roads at each end. On the southern side, it links to the pedestrian Queen's Walk, and on the northern side it passes over the busy Victoria Embankment and allows pedestrians to either access the Underground without crossing any roads, or to continue north by much quieter roads than those linking to the road bridges either side. This would reduce pedestrians' conflicts with vehicular traffic.

3.7.9 Therefore the assessment of road safety impacts is **Slight positive**.

## *Option 5. New Garden bridge between Temple and South Bank*

3.7.10 This option would offer the same road safety impacts as Option 4 , and as such the assessment of severance benefit is **Slight positive**.

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## 3.8 *Air quality: pedestrian exposure to pollution*

3.8.1 Where practical, pedestrians will generally prefer to use walking routes where air pollution is lower, to avoid discomfort and minimise impacts on personal health. Concentrations of air pollutants like Nitrogen Dioxide (NO<sub>2</sub>) are highest in the centre of busy roads with concentrations dropping off significantly as you move onto the pavement and into background locations.

3.8.2 It is therefore possible to deliver a benefit by reducing pedestrian exposure to air pollution. This would be achieved by moving pedestrians away from higher traffic roads with higher levels of exposure to quieter roads or pedestrian access only roads.

### *Option 1. Do nothing: No change to existing arrangements*

3.8.3 Under the Do Nothing option, there would be no change to pedestrian routes or their exposure to air pollutants. As such, the assessment of air quality impacts is **None**.

### *Option 2. Enhance/modify existing bridges in central London: part pedestrianise Waterloo Bridge*

3.8.4 Reallocating one of the carriageways of Waterloo Bridge for pedestrians would result in some small reductions in exposure to air pollution, by providing an attractive pedestrian route several metres further from the vehicular traffic on the bridge. However this effect is limited as the air on the bridge is likely to be the least harmful part of the journey due to the exposed nature of the Thames bridges, and the approach routes to and from the bridge would be the same as under a Do Nothing scenario.

3.8.5 The small gains in moving pedestrians further from the traffic on the bridge could be offset by pedestrians spending longer on the bridge, adjacent to what would still be a busy road, due to the presence of seating and plants.

3.8.6 Overall, the assessment of air quality impacts is **None**.

### *Option 3. New bridge elsewhere in central London: between Lambeth and Vauxhall bridges*

3.8.7 Building a new bridge in this location would provide pedestrians with a dedicated route across the River Thames away from vehicular traffic. However, as with the option above, the journey link across the Thames is likely to be point at which pedestrians have the lowest exposure to air pollution, while the routes on and off the bridge would remain alongside the busy roads on each embankment.

3.8.8 the points of conflict between pedestrians and vehicles are at the junctions at either end of the bridges rather than over the river itself, and pedestrians would not avoid these junctions by the provision of a new bridge between them.

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3.8.9 As such, the assessment of air quality impacts is **None**.

## *Option 4. New bridge between Temple and South Bank (no garden)*

3.8.10 This option would have a more significant impact than the preceding options, because as well as providing a new traffic-free route over the Thames, it would open up to pedestrians new walking routes on either side which are also away from busy traffic routes, thus reducing exposures over much more of the pedestrian's journey.

3.8.11 On the southern side, it links to the pedestrian Queen's Walk, and on the northern side it passes over the busy Victoria Embankment and allows pedestrians to either access the Underground without crossing any roads, or to continue north by much quieter roads than those linking to the road bridges either side.

3.8.12 To understand this effect in more detail, the average NO<sub>2</sub> concentrations on four local walking journeys with and without a new bridge at Temple were compared.

3.8.13 The selected journeys were:

- The National Theatre to Sir John Soane Museum (Lincoln's Inn)
- Somerset House to Borough Market
- Somerset House to the Tate Modern
- Waterloo to Temple

3.8.14 The routes between these points with and without a new bridge are shown in the Figures below. Routes using the new bridge are shown in green and those without a new bridge are shown in blue.

3.8.15 Using modelled concentrations of the NO<sub>2</sub> annual mean for 2010 from the London Atmospheric Emissions Inventory 2010 (LAEI) the average NO<sub>2</sub> concentration for each journey and route was compared. This was done by averaging the concentration at every metre along the defined routes using Vertical Mapper (an add-on to Mapinfo).

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Figure 27 NO<sub>2</sub> annual mean: National Theatre to Sir John Soane museum

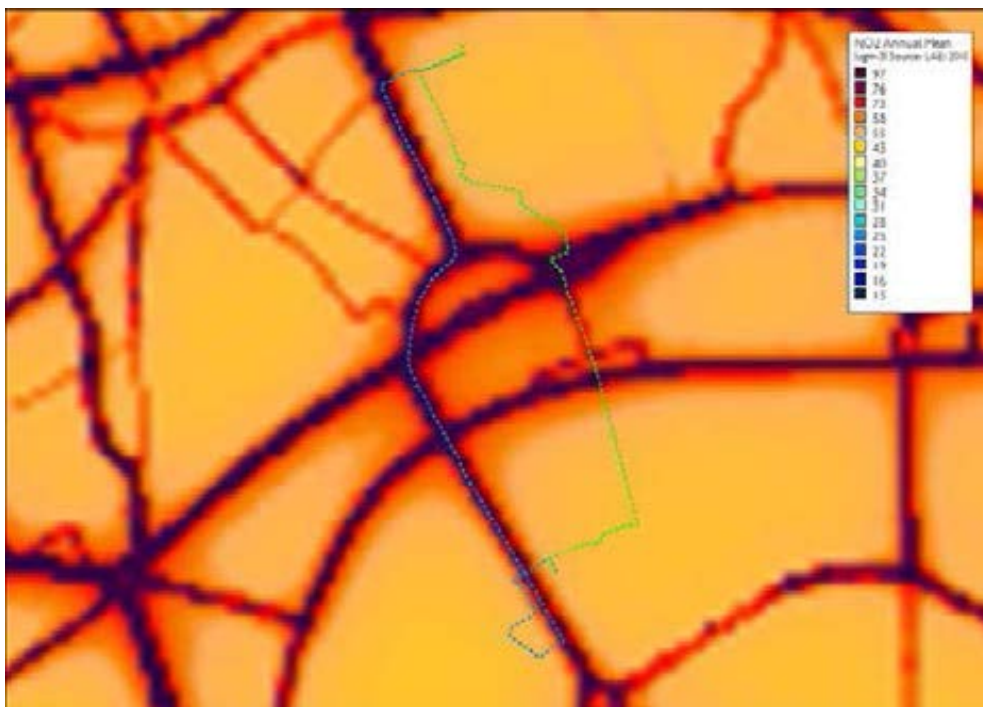
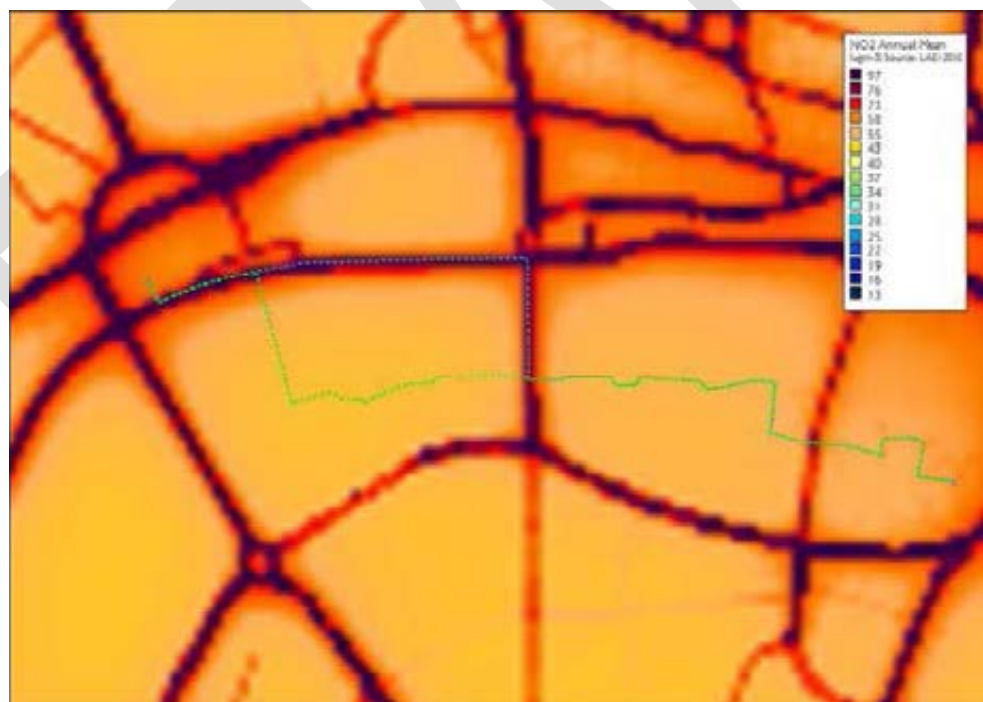


Figure 28 NO<sub>2</sub> annual mean: Somerset House to Borough Market



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Figure 29 NO<sub>2</sub> annual mean: Somerset House to Tate Modern

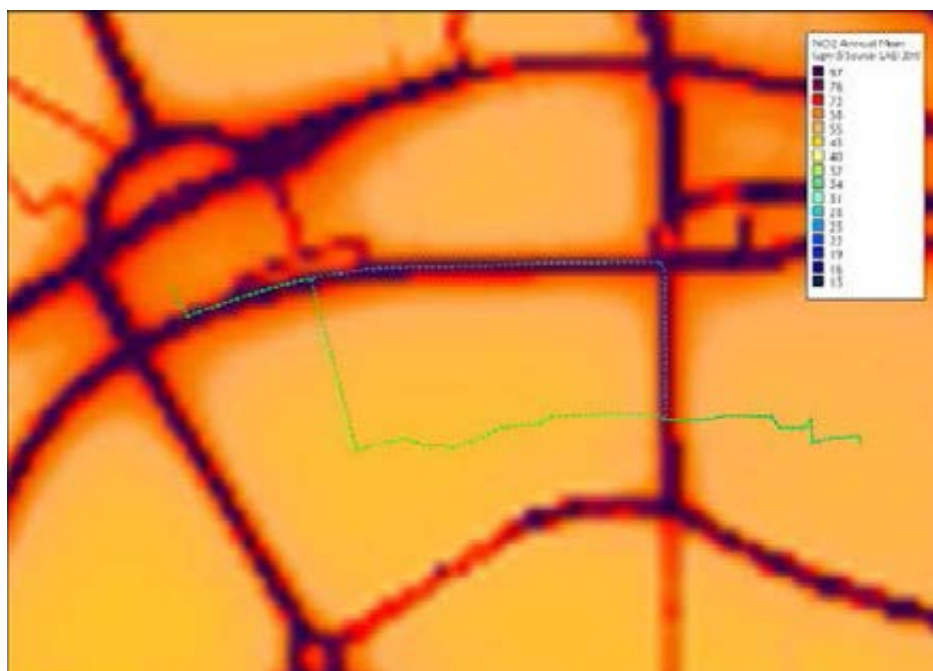
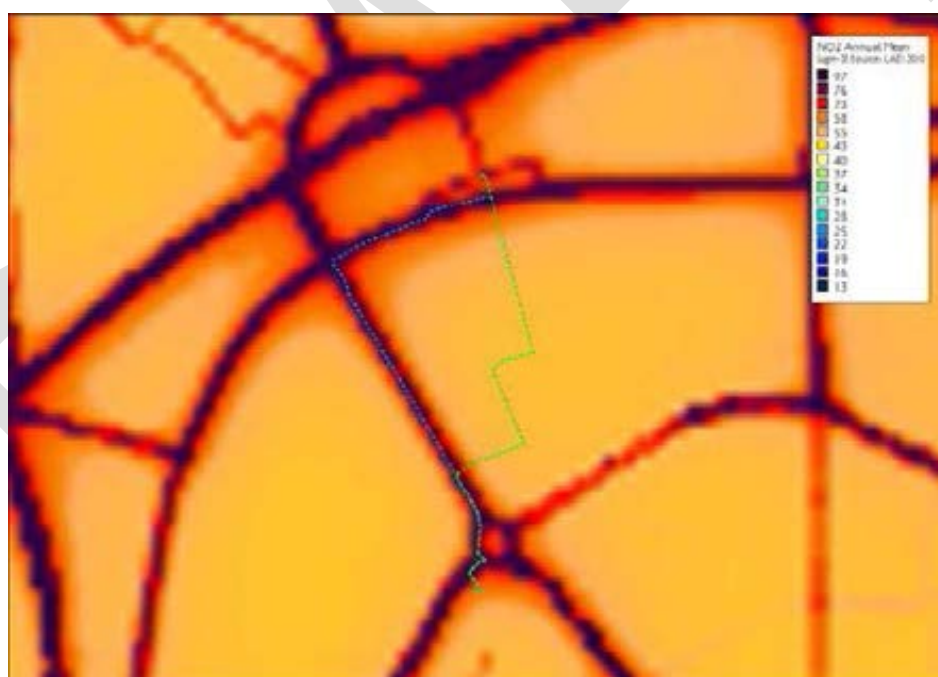


Figure 30 NO<sub>2</sub> annual mean: Waterloo to Temple



- 3.8.16 The LAEI 2010 is a database with information on emissions from all sources of air pollutants in the Greater London area. The emissions data is modelled using observed activity data of the various emission sources (such as traffic flows and speeds and gas usage). These pollutant emissions are then run through a model to calculate the average concentrations of those pollutants in the air in a given year. For the 'base year' (in this case 2010) meteorological data for 2010 is applied to the emissions along with information on building height and other determinants of

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concentrations. The modelled concentrations are then calibrated with monitored air quality data and where there is a difference a correction factor is applied. Future year emissions are estimated and run through the model using the base year meteorological data and applying the relevant correction factors.

- 3.8.17 The results of the evaluation show that, on average, routes involving a new bridge have 20% to 30% lower NO<sub>2</sub> concentrations. These changes in concentration by route are shown in the Table below.

Table 11 Percentage change in average NO<sub>2</sub> concentrations for selected journeys

Route	% change in average concentrations
Waterloo to Temple	-30%
Somerset House to Borough Market	-19%
Somerset House to Tate Modern	-26%
National Theatre to Sir John Soane Museum	-19%

- 3.8.18 Therefore the assessment of air quality impacts for Option 4 is **Slight positive**.

### *Option 5. New Garden bridge between Temple and South Bank*

- 3.8.19 This option would offer the same air quality impacts as Option 4, and as such the assessment of air quality impacts for Option 5 is **Slight positive**.

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## 3.9 *Physical activity*

3.9.1 Options which increase people's propensity to walk (or cycle) regularly bring about a health benefit to those users. While a new bridge will shorten some walking journeys, in some cases that effect is likely to be more than offset by making more journeys walkable which are currently undertaken by other modes of transport, such as encouraging a switch from short bus journeys to walking.

3.9.2 Analysis of the options where there is likely to be such a benefit has been carried out. The analysis is based on the World Health Organization (WHO) Health Economic Assessment Tools (HEAT) for walking and cycling using a set of assumptions about regular walking trips generated by the bridge. This is the method recommended by the Department for Transport (DfT) for assessing health benefits of walking and cycling initiatives.

### *Option 1. Do nothing: No change to existing arrangements*

3.9.3 Under this option, there would be no change to pedestrian behaviour and as such, the assessment of health impacts is **None**.

### *Option 2. Enhance/modify existing bridges in central London: part pedestrianise Waterloo Bridge*

3.9.4 This options would not shorten any journeys and is therefore unlikely to result in any significant increases in walking activity.

3.9.5 Therefore, the assessment of health impacts for this option is **None**.

### *Option 3. New bridge elsewhere in central London: between Lambeth and Vauxhall bridges*

3.9.6 A new bridge in this location would not provide a shorter walking route for any major movements of people currently undertaken by other means, and therefore it would not provide any significant opportunities for existing journeys to switch to walking.

3.9.7 Therefore the assessment of health impacts is **None**.

### *Option 4. New bridge between Temple and South Bank (no garden)*

3.9.8 A new bridge between Temple and the South Bank would open up the potential for some journeys to switch mode from public transport to walking, because it will improve the walking links between Waterloo station and the Temple area, which is a relatively short journey within most people's walking capability, but which currently has a relatively low walking share for the distance.



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- 3.9.9 The daily number of walk trips included in this assessment is 864 trips from Waterloo diverting to walking once a new bridge has been built; this is based on an assessment of potential modal switch undertaken as part of the feasibility work, using data from origin-destination surveys of bridge users and surveys of Waterloo station users.
- 3.9.10 Based on the World Health Organization (WHO) Health Economic Assessment Tool (HEAT) for walking, a new bridge at this location would prevent between 0.37 and 0.70 deaths per year; the mid-point of this likely range is 0.535. This equates to an annual benefit of £963,000.
- 3.9.11 Therefore the assessment of health impacts is **Slight positive**.

### *Option 5. New Garden bridge between Temple and South Bank*

- 3.9.12 This option would be likely to enjoy higher benefits than Option 4, as the higher ambience is likely to be more effective in encouraging commuters to switch to walking. However there is insufficient data to allow a distinction to be made at this point, and therefore it is assumed that Option 5 would accrue the same benefit as Option 4.
- 3.9.13 The assessment of health impacts is therefore **Slight positive**.

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## 3.10 *Business and property impacts*

3.10.1 There is considerable evidence that new infrastructure and well designed and well managed parks can have a positive impact on nearby businesses and supporting economic development activity, with a consequent impact on property values and their yields.

3.10.2 CABE Space, for example, found that there can be wide variations in the uplift in property values which can be up to as much as 34%, although properties adjacent to a park 'generally clustered at around a 5% to 7% premium over an identical property in the same market area, but outside of the influence of the park'.

### *Option 1. Do nothing: No change to existing arrangements*

3.10.3 Under this option, there would be no land value changes arising, so the assessment of property impacts is **None**.

### *Option 2. Enhance/modify existing bridges in central London: part pedestrianise Waterloo Bridge*

3.10.4 Although this option would improve ambience on the bridge, it would not be likely to have any significant effect on property/land values, as the attracted footfall would be likely to be relatively low, and there are limited opportunities for local businesses to capture value from any visitors who are attracted by the improved ambience on the bridge.

3.10.5 Therefore, the assessment of property impacts for this option is **None**.

### *Option 3. New bridge elsewhere in central London: between Lambeth and Vauxhall bridges*

3.10.6 A new bridge at this location would not be likely to draw additional visitors to this part of London, and would therefore be expected to have minimal effect on the local business economy. However, it is likely that there would be some benefits to local residential property prices, particularly on the southern side, due to improved links to the Westminster side of the river.

3.10.7 A note on the likely impacts of a Garden Bridge at this location can be found at Appendix C. A bridge in this location would bring some similar benefits, but at a lower level, and to a smaller local base of development. The assessment assumes that this option would attract 20% of the property price impacts of the Garden Bridge option, equivalent to a one-off gross increase of **£21 million**.

3.10.8 Therefore the assessment of property impacts is **Slight positive**.

3.10.9 However, some of the uplift in values may be as a result of diverting investment from elsewhere; therefore sensitivity tests have been undertaken assuming half the rate of property increase, and no increase in property values.

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## *Option 4. New bridge between Temple and South Bank (no garden)*

- 3.10.10 A new bridge at this location is likely to have a greater impact than the preceding options, as it would have a greater impact on local footfall, and its improved connectivity would occur in a location which has higher development densities and development opportunities.
- 3.10.11 A note on the likely impacts of a Garden Bridge at this location can be found at Appendix C. However, some of the impacts described would apply also to Option 4.
- 3.10.12 The assessment suggests a Large positive outcome for Option 5; based on this, an assessment of **Moderate positive** has been made for Option 4. This assumes that the 5% uplift in property values associated with Option 5 would translate to only a 2% uplift for a more simple footbridge, equivalent to a one-off gross benefit of **£33.6 million**, and that the business turnover benefits would also represent 40% of the value of the Garden Bridge option, which is equivalent to an annual benefit of £6.6 million per annum.
- 3.10.13 However, some of the uplift in values may be as a result of diverting investment or business from elsewhere; therefore sensitivity tests have been undertaken assuming half the rate of property and business impacts, and no property or business impacts.

## *Option 5. New Garden bridge between Temple and South Bank*

- 3.10.14 A Garden Bridge at this location is likely to have a significantly greater impact than the preceding options, as it would not only improve connectivity and footfall in the areas on either side, but would be a major attraction in its own right, providing additional utility to the local area in the shape of its open space, and by attracting tourists would increase the values of local business property.
- 3.10.15 A note on the likely impacts of a Garden Bridge at this location can be found at Appendix C, and these are summarised below.
- 3.10.16 The development impacts arising from the Garden Bridge can be expected to affect land and property within a nearby impact area, schemes that exist in the planning pipeline and other schemes that may come forward in the future. These gross impacts can accrue from a number of sources including:
- Increase in the quantity of new retail, hotel, office and residential units constructed through the direct and wider effects associated with the Garden Bridge.
  - Increase in the speed of development (i.e. planned schemes coming forward faster) and changes in the mix of development (e.g. increased retail and hospitality at street level due to increases in footfall).
  - Improvements in the financial performance of the existing property stock adjacent to the Garden Bridge which would, for example, affect capital values and rents from residential and retail units, the occupancy and yield

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for each hotel room and turnover per square metre for retail and hospitality uses. There could also be a specific premium attached to the views of the Garden Bridge in addition to these effects. While a range of studies show that the positive uplift in property values can be as high as 34% evidence from a number of studies in the literature report increases of around 5%.

- These effects would also increase tax revenues for the Exchequer derived from various sources including revenue from income, business and sales taxes such as VAT and Stamp Duty Land Tax (SDLT).

- 3.10.17 There is significant high density development planned both north and south of the Garden Bridge. For example, recent and planned developments within about 500m of the Garden Bridge on the South Bank will provide 170,000 m<sup>2</sup> of office, commercial and other floorspace, 1,400 residential units and more than 1,000 hotel bedspaces. Together this £1.33 billion programme of investment would accommodate 10,000 jobs and 3,000 new residents. Similarly £351 million of residential development is planned at One Arundel Great Court and 190 Strand closing the northern landing point.
- 3.10.18 If the development value was increased by 5% due to the effects of the Garden Bridge (at the conservative end of the 5-7% cluster of value increases in the literature) this would result in a one-off gross benefit worth **£84.1 million**.
- 3.10.19 With increased footfall in the areas leading to and from the Garden Bridge as well as being known as a high profile destination, the Garden Bridge can be expected to affect the income generated by nearby businesses and the value and yield of existing property. With around 7 million visitors forecast the effects can be expected to be particularly strong on the North Bank due to its low levels of current footfall around Arundel Street.
- 3.10.20 As well as the proximity to a major new tourist attraction and the associated increases in footfall, a large number of businesses will benefit from improved catchment areas by foot, opening up their businesses to new consumers.

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Figure 31 Changes in catchment within 20 minutes of a new bridge – from the south

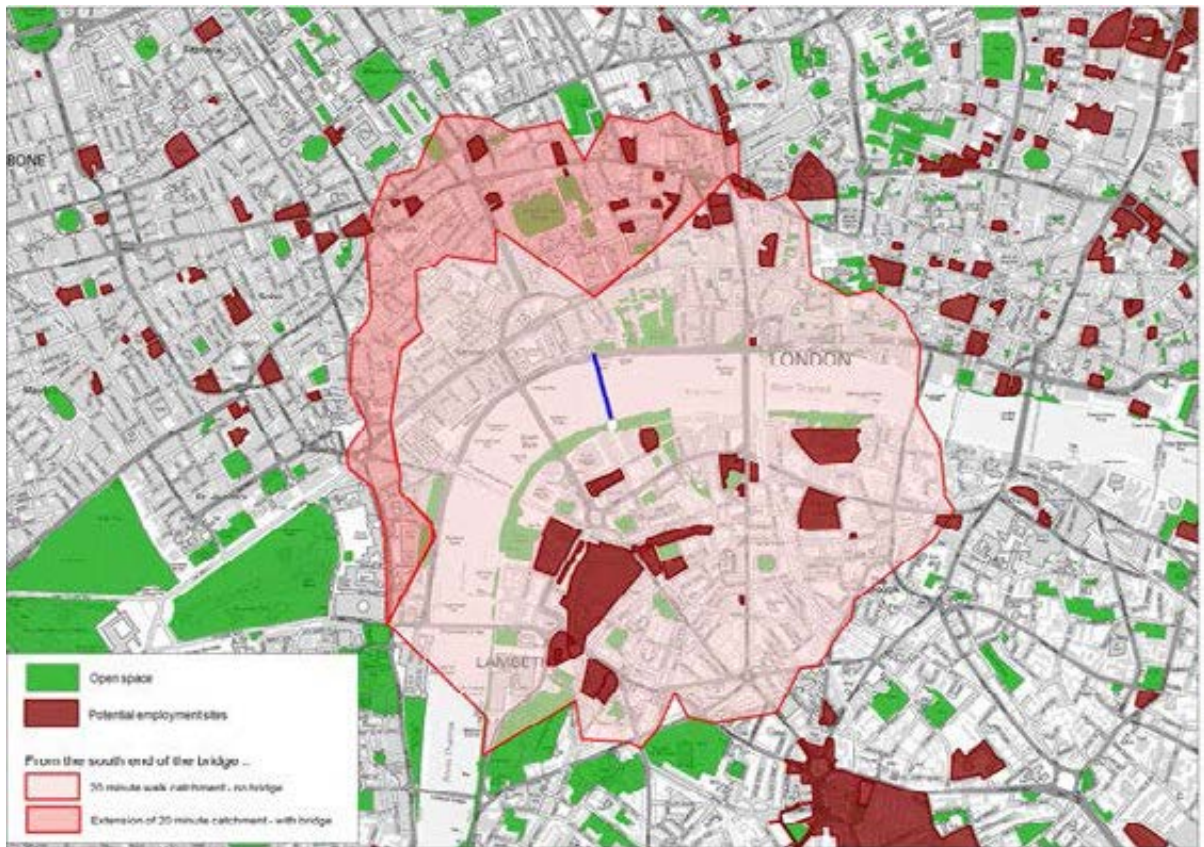
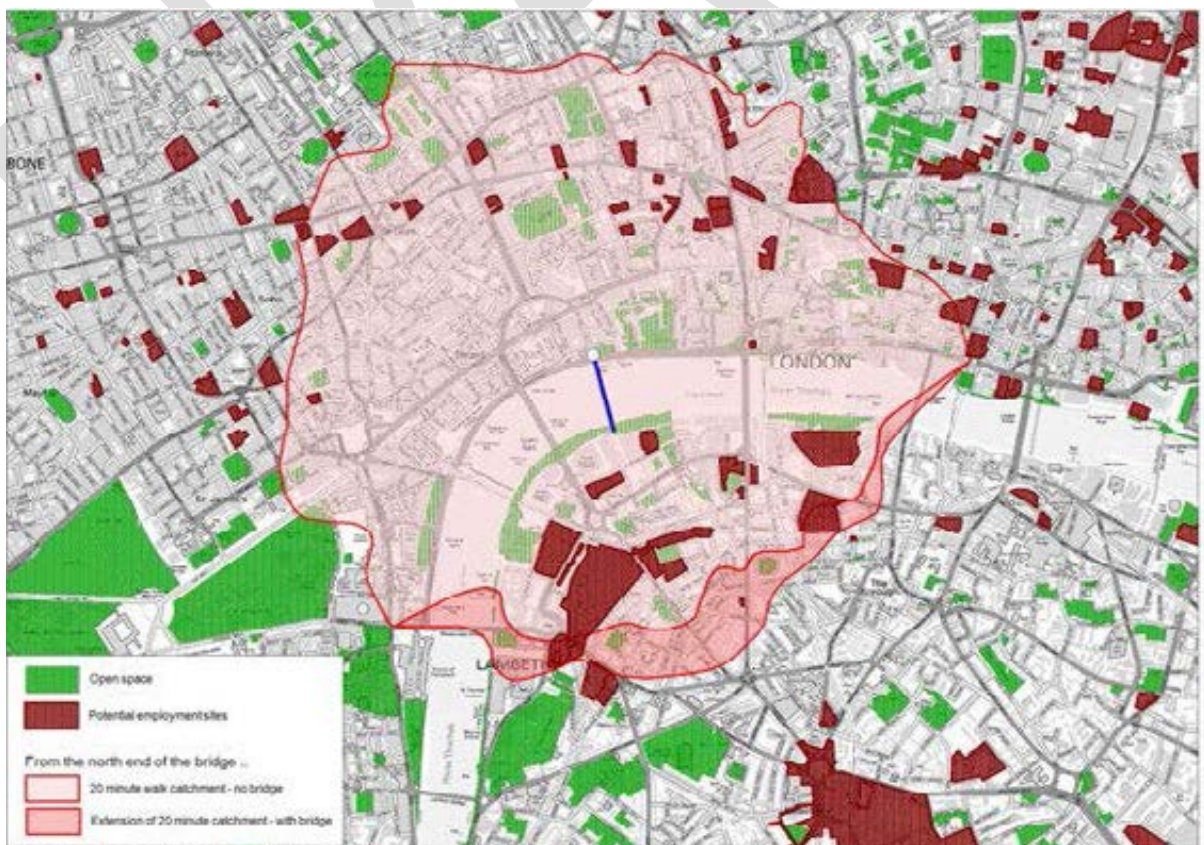


Figure 32 Changes in catchment within 20 minutes of a new bridge – from the north



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- 3.10.21 While a detailed study would be required to assess the aggregate impact initial estimation for four business on the South Bank and two new developments near to the northern landing point have been assessed. The positive impacts of the Garden Bridge are estimated to be **£13.5 million** each year.
- 3.10.22 The assessment of business/property impacts is therefore **Large positive**.
- 3.10.23 However, some of the uplift in values may be as a result of diverting investment or business from elsewhere; therefore sensitivity tests have been undertaken assuming half the rate of property and business impacts, and no property or business impacts.

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## 3.11 Showcasing Britain

- 3.11.1 There are many examples of London icons being used to showcase and promote London and the UK, with the aim and effect of attracting investment from overseas. One example is the redesigned New Bus for London. The photo below shows the iconic new bus being used as part of the 'Britain is GREAT' campaign in the main square in Krakow, Poland.
- 3.11.2 Building a major new structure in the heart of London would be an opportunity to provide not just a functional bridge, but also to showcase Britain's creative industries. This section reviews which options have this potential.

Figure 33 New Bus for London, 'Britain is GREAT', Krakow, Poland

(Source: personal photograph)



### *Option 1. Do nothing: No change to existing arrangements*

- 3.11.3 Under this option, there would be no new opportunities to showcase Britain, so the assessment of these impacts is **None**.

### *Option 2. Enhance/modify existing bridges in central London: part pedestrianise Waterloo Bridge*

- 3.11.4 Under this option, the creation of a new public space on an existing bridge would be a positive thing for London and may appeal to visitors, but would be small in scale and is not likely to result in any significant change in Britain's image overseas, so the assessment of these impacts is **None**.

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## *Option 3. New bridge elsewhere in central London: between Lambeth and Vauxhall bridges*

- 3.11.5 A new bridge between Lambeth and Vauxhall bridges would have a low profile due to the relatively low numbers of visitors in the area, despite its proximity to Tate Britain; therefore the assessment of these impacts is **None**.

## *Option 4. New bridge between Temple and South Bank (no garden)*

- 3.11.6 A new bridge at this location would have a higher profile than the preceding options, given its location at the heart of central London. Although no design has been prepared, there is a clear opportunity to design a special structure that would garner interest and coverage overseas.
- 3.11.7 However, there are many interesting footbridges around the world and therefore the impact has been assessed as **Slight positive**.

## *Option 5. New Garden bridge between Temple and South Bank*

- 3.11.8 A Garden Bridge at this location would have a very high profile due both to its high profile location (as per Option 4), and also the innovative nature of building a bridge with a garden on the deck, which would be unique.
- 3.11.9 The Garden Bridge will have significant promotional and branding benefits for the UK and London which can be expected to accrue in additional tourism revenues (in effect an export) and in additional contracts for the UK's design, construction and professional service industries (some of which would also be exports).
- 3.11.10 In 2010 the GVA output of the UK's construction sector was worth £83 billion<sup>19</sup>, contributing 6.3% of national economic output.
- 3.11.11 The Garden Bridge can be expected to be a global marketing icon for UK design, engineering and construction skills and support export activity. UK construction exports are dominated by high-value services such as engineering consultancy and design, architectural activities, and property management. With exports of construction services amounting to £1.22 billion in 2010<sup>20</sup>, a 0.5% increase in this activity due to the Garden Bridge could be worth **£6.1 million** a year. As the impact will fade over time it is reasonable to allow for this benefit only over 5 years.
- 3.11.12 As a result, the impact has been assessed as **Large positive**.

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<sup>19</sup> ONS National Accounts 2012

<sup>20</sup> United Kingdom Balance of Payments: The Pink Book (Office National Statistics 2011)



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## *Showcasing sensitivity tests*

- 3.11.13 Note while showcasing Britain benefits are an important part of the case, there is uncertainty around the forecasting/quantification of these benefits, and therefore sensitivity tests have been undertaken using low, medium and high scenarios (the former and latter being half and double the benefits above, which are used in the medium case).

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## 3.12 Job Impacts

3.12.1 A new construction project could result in additional operational, construction and associated employment in the impact area and potential more widely across the London and the UK. This section reviews the potential effects of the options.

### *Option 1. Do nothing: No change to existing arrangements*

3.12.2 Under this option, there would be no new job opportunities, so the assessment of these impacts is **None**.

### *Option 2. Enhance/modify existing bridges in central London: part pedestrianise Waterloo Bridge*

3.12.3 Under this option, the creation of a new public space on an existing bridge would create some construction and operational jobs.

3.12.4 Initial estimates suggest the following gross job effects:

- Construction employment of around 35 jobs<sup>21</sup> (FTE) will result from part-pedestrianising Waterloo Bridge assuming capital costs of around £20 million.
- Operational employment at the bridge (i.e. gardeners) are estimated to result in 5 jobs (FTE), allowing for a high level of maintenance of the planted areas, although this work could be lower if less intensive planting is provided.

3.12.5 Overall the assessment of these impacts is **Slight positive**.

### *Option 3. New bridge elsewhere in central London: between Lambeth and Vauxhall bridges*

3.12.6 The construction of a new footbridge bridge would create construction jobs, although there would be little in the way of ongoing operational jobs.

3.12.7 Initial estimates suggest the following gross job effects:

- Construction employment of around 100 jobs<sup>22</sup> (FTE) will result from construction of a new footbridge, assuming capital costs of around £60 million.
- Operational impacts however are negligible, as the bridge would require little ongoing maintenance or operational staff

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<sup>21</sup> Assuming 17 job years result from every £1 million of capital cost and 10 job years is equivalent to one Full Time Equivalent (FTE). Includes indirect and induced effects.

<sup>22</sup> Assuming 17 job years result from every £1 million of capital cost and 10 job years is equivalent to one Full Time Equivalent (FTE). Includes indirect and induced effects.

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3.12.8 Overall the assessment of these impacts is **Moderate positive**, although this is based largely on the construction rather than ongoing operational employment.

## ***Option 4. New bridge between Temple and South Bank (no garden)***

3.12.9 As per Option 3, the construction of a new footbridge bridge would create construction jobs, although there would be little in the way of ongoing operational jobs.

3.12.10 Initial estimates suggest the following gross job effects:

- Construction employment of around 100 jobs<sup>23</sup> (FTE) will result from construction of a new footbridge, assuming capital costs of around £60 million.
- Operational impacts however are negligible, as the bridge would require little ongoing maintenance or operational staff

3.12.11 Overall the assessment of these impacts is **Moderate positive**, although this is based largely on the construction rather than ongoing operational employment.

## ***Option 5. New Garden bridge between Temple and South Bank***

3.12.12 As per Options 3 and 4, the construction of a new garden bridge would create construction jobs, but these would be more numerous given the much greater scale of construction to allow for the creation of the garden on the bridge. In addition there would be more ongoing employment to manage the extensive gardens, and to provide security etc.

3.12.13 Initial estimates suggest the following gross job effects:

- Construction employment of around 250 jobs<sup>24</sup> (FTE) will result from building the Garden Bridge assuming capital costs of around £150 million. Additional construction employment would also be associated any net additional development triggered both north and south of the Thames.
- Operational employment at the Garden Bridge (e.g. gardeners, cleaners and security staff) are estimated to result in 25 jobs (FTE) as well as staff employed at the Garden Bridge Trust. By way of comparison, New York's High Line employs 36 maintenance staff as well as 80 staff at the Friends of the High Line.

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<sup>23</sup> Assuming 17 job years result from every £1 million of capital cost and 10 job years is equivalent to one Full Time Equivalent (FTE). Includes indirect and induced effects.

<sup>24</sup> Assuming 17 job years result from every £1 million of capital cost and 10 job years is equivalent to one Full Time Equivalent (FTE). Includes indirect and induced effects.

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- Increases in planned development, the attraction of new firms, the expansion of existing firms and the more intensive use of existing floor and street space will also trigger additional employment.

3.12.14 As a result, the impact has been assessed as **Large positive**.

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## 3.13 Tourism revenue

- 3.13.1 London is one of the most visited cities in the world with nearly 15 million international visitors annually. Tourism in London is a key sector and supports 226,000 jobs or around 5% of all employment in the capital and accounts for £6.6 billion 'tourism direct GVA' of £34.3 billion nationally<sup>25</sup>.
- 3.13.2 The average holiday visit including a stay in London in 2012 was around 5 nights<sup>26</sup>, with an average spend per night of £125. Further, survey results also show that 64% of all visits to London include seeing a park or garden<sup>2</sup>. Therefore, by adding to the tourist offer and encouraging tourists to stay in London longer, there can be a significant extra spend and increased benefit to the economy from extra tourism related revenue. Additional spend will be generated by spending extra time in London through activities such as shopping or having to stay an additional night in London. Therefore this calculation does not look directly at the additional spend as a result of actually visiting the Garden Bridge (for example one may visit the Garden bridge without spending any money) but of the likely increase in average spend over the whole visit as a result of staying in London for some extra time in order to visit the Garden Bridge.
- 3.13.3 It should be noted that the estimate presented here looks only at the additional revenue that would result from international visitors. It excludes any effect from visitors from other parts of Britain. This is because it would be difficult to estimate how much of the additional revenue is in fact 'additional' and how much is substitution, i.e. revenue that is gained in London but lost elsewhere in Britain. Additional revenue from overseas can always be thought of as a net increase in revenue since any substitution would be from outside Britain.
- 3.13.4 A new bridge on the Thames has the potential to add to London's cultural offer and provide a new attractor for tourists. This section considers which options are more likely to help to grow the UK's tourist economy.

### ***Option 1. Do nothing: No change to existing arrangements***

- 3.13.5 Under this option, there would be no change to London's visitor economy, so the assessment of these impacts is **None**.

### ***Option 2. Enhance/modify existing bridges in central London: part pedestrianise Waterloo Bridge***

- 3.13.6 The creation of a new public space on an existing bridge would improve the visitor experience of those who use Waterloo Bridge, but is unlikely to be sufficiently diverting to have any impact on London's visitor economy.
- 3.13.7 As a result, the assessment of these impacts is **None**.

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<sup>25</sup> GLA Tourism in London (May 2012)

<sup>26</sup> Inbound tourism to Britain's nations and regions, VisitBritain, 2013

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## ***Option 3. New bridge elsewhere in central London: between Lambeth and Vauxhall bridges***

- 3.13.8 The construction of a new footbridge in this area could provide some small amenity benefits for visitors to the area, such as those visiting Tate Britain, particularly if the bridge is of a sufficiently striking design. However, overall it is unlikely to have any real impact on the size of London's visitor economy.
- 3.13.9 Accordingly, the assessment of these impacts is **None**.

## ***Option 4. New bridge between Temple and South Bank (no garden)***

- 3.13.10 As with Option 3, the construction of a new footbridge in this area could provide some amenity benefits for visitors to the area, particularly if the bridge is of a sufficiently striking design, and the number of visitors benefitting would be much larger in this area than under Option 3. However, a relatively standard footbridge, even if of high quality, is unlikely to have a significant impact on the overall size of London's visitor economy.
- 3.13.11 Accordingly, the assessment of these impacts is **None**.

## ***Option 5. New Garden bridge between Temple and South Bank***

- 3.13.12 As per Options 3 and 4, the construction of a new garden bridge would provide some amenity to existing visitors, especially if it is of a striking design. However, it would additionally create a wholly new visitor attraction in its own right, which could both divert existing visitors resulting in a slightly longer stay in London/the UK, and at the margins has the potential to attract some visitors especially, at least in conjunction with the existing attractions.
- 3.13.13 London is one of the most visited cities in the world with nearly 15 million international visitors annually. The average holiday visit including a stay in London in 2012 was around 5 nights, with an average spend per night of £125.
- 3.13.14 Survey results also show that 64% of all overseas visits to London include seeing a park or garden. If 5% of those overseas visitors who visit a park or garden were assumed to spend an additional hour on average in London with a Garden Bridge in place, the estimated additional tourism revenue generated by the Garden Bridge would be £2.5 million per annum. (For details of the calculation see Appendix D.)
- 3.13.15 As a result, the assessment of these impacts is **Moderate positive**.

## ***Tourism sensitivity tests***

- 3.13.16 Note while tourism benefits are an important part of the case, there is uncertainty around the forecasting/quantification of these benefits, and therefore sensitivity tests have been undertaken using low, medium and high scenarios (the former and latter being half and double the benefits above, which are used in the medium case).

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## 3.14 Costs

3.14.1 This section considers the likely costs of the alternative options.

### *Option 1. Do nothing: No change to existing arrangements*

3.14.2 Under this option, there would be no scheme to construct or operate, so the assessment of these impacts is **None**.

### *Option 2. Enhance/modify existing bridges in central London: part pedestrianise Waterloo Bridge*

3.14.3 An estimate of the capital costs of £20 million has been assumed in this assessment. In practice, the cost could be highly variable, given options around the quality/cost of materials, and the boundaries of the scheme (e.g. would the Strand Underpass be retained in its current form, minimising cost but potentially compromising the scheme?).

3.14.4 Construction (and the operational phase) would result in the reallocation of carriageway to pedestrians, and would most likely take the form of removing the bus lanes. Congestion is relatively common on the bridge so this would have a negative effect on traffic, and in particular on bus services. This has not been quantified due to the high number of variables around the manner of introduction and potential for mitigation measures elsewhere, but the residual effect is assessed to be negative into the long term.

3.14.5 In summary, the likely costs of this option (in current, 2014 prices) is approximately:

- Construction: **c. £20 million (£18m at present value)**
- Construction disruption: **Slight negative (unquantified)**
- Operation: **c. £1 million p.a. (£24m at present value)**
- Operational disruption: **Slight negative (unquantified)**

### *Option 3. New bridge elsewhere in central London: between Lambeth and Vauxhall bridges*

3.14.6 An estimate of the capital costs of £40 million has been assumed in this assessment. This is based on the business case for the proposed foot/cycle bridge between Battersea/Nine Elms and Pimlico. That bridge was costed by Theobald + Gardiner in 2013 at £40 million, and a bridge in this location would be similar.

3.14.7 With optimism bias added at 66%, the cost in the assessment is around £62 million (discounted).

3.14.8 Operational costs are low, subject to some periodic renewal costs; a present value cost of £7.6m has been calculated for operating costs, as per the estimate for the Battersea/Nine Elms footbridge.

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- 3.14.9 There is assumed to be no significant construction disruption.
- 3.14.10 In summary, the likely costs of this option (in current, 2014 prices) is approximately:
- Construction: c. **£40 million (£62m with optimism bias at present value)**
  - Construction disruption: **None**
  - Operation: c. **£0.5 million p.a. (£7.6m at present value)**
  - Operational disruption: **None**

## *Option 4. New bridge between Temple and South Bank (no garden)*

- 3.14.11 An estimate of the capital costs of £50 million has been assumed in this assessment. This is based on the business case for the proposed foot/cycle bridge between Battersea/Nine Elms and Pimlico. That bridge was costed by Theobald + Gardiner in 2013 at £40 million, and a bridge in this location would be similar, except that:
- there is no clear space to land a bridge at ground level, and therefore it is likely that the roof of Temple station would be used; the works to strengthen the roof to accommodate the landing of a bridge have been costed at around £5 million.
  - land would also need to be acquired on both sides of the river to accommodate the bridge accesses. The cost of land has been estimated at around £5 million, based on the negotiations being undertaken by the Garden Bridge Trust.
- 3.14.12 This increases the cost to around £50 million. With optimism bias added at 66%, the cost in the assessment is around £77 million (discounted).
- 3.14.13 Operational costs are low, subject to some periodic renewal costs; a present value cost of £7.6m has been calculated for operating costs, as per the estimate for the Battersea/Nine Elms footbridge.
- 3.14.14 It is assumed that the bridge would land on the roof of Temple station, as per the proposal under Option 5. Initial engineering work suggests that there may be a need to close the station for around 6 months to allow for the reconstruction of the ticket hall roof to support the weight of the stairs and accommodate lifts. The cost of disruption to passengers has been assessed by London Underground as approximately £3.2 million.
- 3.14.15 In summary, the likely costs of this option (in current, 2014 prices) is approximately:
- Construction: c. **£60 million (£77m with optimism bias at present value)**
  - Construction disruption: c. **£3.2 million**
  - Operation: c. **£0.5 million p.a. (£7.6m at present value)**
  - Operational disruption: **None**



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## *Option 5. New Garden bridge between Temple and South Bank*

- 3.14.16 An estimate of the capital costs of £150 million has been assumed in this assessment. This is based on estimates prepared by Arup (more detail on the breakdown and assumptions follows in the Financial case). Operational costs are forecast to be around £2.5 million per annum.
- 3.14.17 The bridge would land on the roof of Temple station. Initial engineering work suggests that there may be a need to close the station for around 6 months to allow for the reconstruction of the ticket hall roof to support the weight of the stairs and accommodate lifts. The cost of disruption to passengers has been assessed by London Underground as approximately £3.2 million.
- 3.14.18 In summary, the likely costs of this option (in current, 2014 prices) is approximately:
- Construction: c. **£150 million (£193m with optimism bias at present value)**
  - Construction disruption: c. **£3.2 million**
  - Operation: c. **£2.5 million p.a. (£57m at present value)**
  - Operational disruption: **None**
- 3.14.19 In addition, an annual cost of £500,000 has been assumed in the calculations for the running costs of the Garden Bridge Trust.
- 3.15 Cost : Benefit ratio (BCR)**
- 3.15.1 It has not been possible to quantify all of the benefits, with some subjects being assessed only qualitatively, but where possible all the costs and benefits have been appraised and a Benefit:Cost Ratio (BCR) produced.
- 3.15.2 The results of the Benefit:Cost ratio calculations are shown in the appraisal summary table on the next page.

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## 3.16 *Appraisal summary table*

3.16.1 The Table below summarises the findings of the above assessments.

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Table 12 Appraisal summary table

Impact / Benefit	Option 1 - Do Nothing	Option 2 - enhance Waterloo Bridge	Option 3 - bridge between Lambeth & Vauxhall bridges	Option 4 - bridge between Temple & South Bank (no garden)	Option 5 - garden bridge between Temple & South Bank
Walking time savings	None	None	Slight positive £90,000 p.a.	Slight positive £180,000 p.a.	Slight positive £180,000 p.a.
Journey quality	None	Slight positive	Slight positive	Moderate positive	Large positive
Severance	None	None	Slight positive	Slight positive	Slight positive
Crowding	None	None	None	Slight positive	Slight positive
Road safety	None	None	None	Slight positive	Slight positive
Pedestrian exposure to emissions	None	None	None	Slight positive 20% to 30% lower NO <sub>2</sub> concentrations on some pedestrian trips	Slight positive 20% to 30% lower NO <sub>2</sub> concentrations on some pedestrian trips
Health impacts (physical activity)	None	None	None	Slight positive £963,000 p.a.	Slight positive £963,000 p.a.
Business impacts	None	None	Slight positive £2.8m p.a.	Moderate positive £5.4m p.a.	Large positive £13.5m p.a.
Residential property values	None	None	Slight positive £2.1m (one-off value increase)	Moderate positive £33.6m (one-off value increase)	Large positive £84.1m (one-off value increase)
Showcasing Britain	None	None	None	None	Moderate positive £6.1m p.a. for 5 years
Job creation	None	Slight positive Construction – 35 FTE jobs  Operation – 5 FTE jobs	Moderate positive Construction – 100 FTE jobs  None	Moderate positive Construction – 100 FTE jobs  None	Large positive Construction – 250 FTE jobs  Operation – 20 FTE jobs
Tourism	None	None	None	None	Moderate positive £2.5m p.a.
<b>TOTAL BENEFITS (60 yrs PV)</b>	<b>None</b>	<b>-£24m</b>	<b>£11m</b>	<b>£169m</b>	<b>£330m</b>
Construction cost	None	c. £20 million	c. £40 million	c. £50 million	c. £150 million
Construction disruption	None	Slight negative	None	c. £3.2 million	c. £3.2 million
Operating cost	None	c. £1 million p.a.	c. £0.5 million p.a.	c. £0.5 million p.a.	c. £2.5 million p.a.
Operational disruption	None	Slight negative	None	None	None
<b>TOTAL COSTS (60 yrs PV)</b>	<b>None</b>	<b>£18m</b>	<b>£62m</b>	<b>£78m</b>	<b>£57m</b>
NPV	None	- £42m	- £52m	£91m	£273m
BCR (£60m public contribution to GBT)	N/A	-1.3	0.2	2.2	5.8
BCR (if all public sector funding)	N/A	-1.3	0.2	2.2	2.4

Property/business impact sensitivity tests

No property, business impacts	N/A	-1.3	-0.1	0.2	-1.5
Half property, business impacts	N/A	-1.3	0.1	1.2	2.4
Full property, business impacts	N/A	-1.3	0.2	2.2	5.8

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- 3.16.2 Based upon the assessment of the options against the project objectives and assessment of the costs and benefits, it is concluded that there is a good case for public investment in the Garden Bridge.
- 3.16.3 The sensitivity test show that the project is sensitive to the wider impacts in property and businesses; however the BCR remains over 2 : 1 even when those benefits are halved. With those benefits included in full there is a BCR of 5.8 : 1.
- 3.16.4 Should this option be taken forward, the next sections consider the scope, risks constraints, dependencies and stakeholders associated with that option, and then the Financial, Commercial and Management Cases are set out.

## 3.17 Scope

- 3.17.1 The scope of this project is the construction of a new Garden Bridge, including the works necessary to access the bridge at both ends, and any other measures required to ensure its delivery.
- 3.17.2 The scope does not include any other measures that may be proposed, that may complement or enhance the scheme, but which are not necessary for its delivery. These include:
- Provision of step free access from street to platform level at Temple station
  - Wider urban realm improvements in the area, for example any WCC or Northbank BID proposals for pedestrianisation or shared used in the Strand, or converting Aldwych back to two-way operation.

## 3.18 Main risks

- 3.18.1 There are a number of risks involved in the development and promotion of the Garden Bridge concept.
- 3.18.2 The main risks are related to funding, governance and delivery of the project and as such are discussed in detail under the Financial, Commercial and Management Cases.

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## 3.19 Constraints

- 3.19.1 There are a number of constraints which may have a bearing on the development of a new Garden Bridge in central London. The principal issue is the close geographical and programme link between the Garden Bridge project and the Thames Tideway Tunnel.
- 3.19.2 The Thames Tideway Tunnel (TTT) is a major scheme for London and will involve long term construction in the river and changes to the river bed environment. The Garden Bridge has been designed and engineered on the basis that it is constructed and opens before work on the TTT commences. This means the Garden Bridge needs to complete by 2017/18. This is a tight timescale and if it is not met then the two projects may be constructed simultaneously and this may lead to complications and delay in the delivery of both projects.
- 3.19.3 TfL and the Garden Bridge Trust are liaising closely with Thames Water to ensure that the two projects are aligned as far as possible.

## 3.20 Dependencies

- 3.20.1 The development of a new Garden Bridge may be subject to a number of dependencies, which are external influences on the project. These issues would be carefully monitored and managed throughout the lifespan of the scheme, and include the following:
- Thames Tideway Tunnel
  - Cycle Super Highway along Victoria Embankment

## 3.21 Stakeholders

- 3.21.1 The following table outlines the main stakeholder groups who are involved with or would be interested in the project.

Table 13 Stakeholders

Stakeholder	Description	Involvement in the project
Garden Bridge Trust	Charitable trust	Set up to promote, fund, own and operate the Garden Bridge
Transport for London (TfL)	Statutory planning authority for transport	Leading the development of the Garden Bridge in the early stages of the project  Responsible for reviewing the impact on the transport network (including the safe operation of Temple station)

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London Borough of Lambeth (LBL)	Statutory planning authority	Responsible for reviewing the impact on local area and residents Responsible for reviewing the planning application
Westminster City Council (WCC)	Statutory planning authority	Responsible for reviewing the impact on local area and residents Responsible for reviewing the planning application
London Borough of Southwark	Neighbouring planning authority	Interest
City of London	Neighbouring planning authority	Interest
Greater London Authority (GLA)	Statutory planning authority	Interest
Port of London Authority (PLA)	River Thames authority	Responsible for reviewing the impact on the river navigation and marine environment
Environment Agency	Environmental authority	Responsible for reviewing the impact on local environment
Local landowners - Coin Street Community Builders, ITV, IBM, boat moorings, Arundel Street developers	Landowners	Some would be impacted by the project either during construction or after opening

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## 4 The Commercial Case

### 4.1 Introduction

- 4.1.1 This section sets out the commercial and contractual arrangements in relation to the Garden Bridge.
- 4.1.2 There are three key phases in the project – the development phase, the construction phase and the operational phase. Each phase has its own requirements and structure.

### 4.2 Required services and contractual arrangements

#### Development phase

- 4.2.1 The planning and consent activities are being led by TfL, authorised by a Mayoral Direction.
- 4.2.2 TfL have an internal project team and have contracted Arup, with sub contractors Heatherwick Studios and Dan Pearson, to work on the Garden Bridge project. This team has been developing the design to RIBA stage C, and is preparing to submit a planning application to City of Westminster and LB Lambeth in spring 2014.
- 4.2.3 TfL have helped to set up a new charitable trust, The Garden Bridge Trust, who are responsible for securing funds for construction and future maintenance, and for the funding, procurement and delivery of the project.

#### Construction phase

- 4.2.4 The construction phase will be led and managed by the Garden Bridge Trust. It is possible that TfL may provide project management expertise during construction.

#### Operational phase

- 4.2.5 Once the bridge is open it will be owned and operated by the Garden Bridge Trust. They will be responsible for managing and maintaining both the bridge structure and the garden. This could be managed directly by the Trust, or they could secure an agreement with another body to take responsibility for this.

### 4.3 Procurement strategy

- 4.3.1 A draft procurement strategy has been developed for the scheme, but not yet agreed by the Board.
- 4.3.2 The strategy recommends that the Garden Bridge be delivered via a design and build, fixed price construction contract, using an industry standard form. This route has been selected as it would achieve price certainty and certainty of outcome for the Trust.
- 4.3.3 To inform potential Contractor's technical offers, and to increase their confidence in the deliverability of a compliant and constructible design, it has been recommended that a Specimen Design is produced and provided in an un-warranted form to tenderers.

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- 4.3.4 An EU-compliant procurement route following the Competitive Dialogue process is to be adopted to enable the Employer to obtain certainty that the Contractor is capable of developing a compliant design, in particular with reference to those items where high visual quality is of fundamental importance.
- 4.3.5 Leadership of the procurement process will be by the Trust; it is recommended that support to the Trust is provided by technical, procurement and legal specialists. The role of each specialist is reviewed and the deliverable required of them outlined.
- 4.3.6 The strategy identified a key recommendations;
- The procurement process is conducted in a manner compliant with the Competitive Dialogue procedure under the Public Contracts Regulations 2006;
  - The procurement of the Garden Bridge proceeds on the basis of a fixed-price design and build contract;
  - Legal advice is sought as to the applicability of the Regulations;
  - A standard form construction contract is adopted following finalisation of the risk allocation as presented in Appendix A;
  - Subject to approval of the Trust, the standard form contract is amended to reflect the risk allocation presented in Appendix A;
  - A Specimen Design is produced which is provided on an unwarranted basis to prospective Contractors at tender stage;
  - Detailed Definition Drawings are provided in the Employer's Requirements for those items where visual quality is of high importance;
  - Bi-lateral discussions are held with selected Contractors to seek views on the proposed procurement route, contract form and risk allocation;
  - Risk reduction activities are undertaken as outlined in this paper;
  - Legal resource is procured to provide commercial advice and contract drafting support;
  - Insurance advice is procured to determine the most cost-effective means of insuring risk during construction.



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## 5 The Financial Case

### 5.1 Introduction

5.1.1 This section sets out the forecast financial implications of the Garden Bridge.

### 5.2 Scheme cost

5.2.1 The estimated cost for the Garden Bridge is £144 million (2014 prices) or £158m after including inflation. This includes scheme development, planning, construction, VAT and risk allowance of £25m (£2.7m pre-construction activities and £22.3m for construction).

#### Delivery and construction cost estimates

Table 14 Cost estimate

£ millions, 2014 prices	13/14	14/15	15/16	16/17	17/18	18/19	Total
Design and Planning	4.3	0.8	-	-	-	-	5.1
Tender and Contract Award	0.1	3.4	3.9	-	-	-	7.4
Surveys, Investigations, Tests etc	-	0.4	0.5	-	-	-	0.9
Real Estate, Consents, etc	0.2	3.4	3.9	-	-	-	7.5
Main construction contracts	-	-	3.4	20.2	62.3	13.4	99.2
<b>Sub-total</b>	<b>4.6</b>	<b>8.0</b>	<b>11.7</b>	<b>20.2</b>	<b>62.3</b>	<b>13.4</b>	<b>120.1</b>
VAT	0.9	1.6	2.3	4.0	12.5	2.7	24.0
<b>Total</b>	<b>5.5</b>	<b>9.6</b>	<b>14.0</b>	<b>24.2</b>	<b>74.8</b>	<b>16.1</b>	<b>144.1</b>

#### 5.2.2 Project cost summary:

Cost pre-construction (to mid 2015)	£21m
Cost of construction (mid 2015 to mid 2018)	£99m
Total cost (2014 prices, excl. VAT)	£120m
Add: VAT	£24m
Total cost (2014 prices, incl. VAT)	£144m
Add: Inflation	£14m
Total cost (outturn prices)	£158m

#### Trust running cost estimates

5.2.3 In addition to delivery and construction costs, there will be Trust running costs. These will include: Trust set-up costs, staff salaries / payroll burdens, staff expenses, communications, Trust management expenses, accommodation, fundraising materials, fundraising events.

5.2.4 Additional Trust running costs (to mid 2018) are expected to be between £5-7m.

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## Operation and maintenance cost estimates

- 5.2.5 The estimated cost of ongoing operation and maintenance for the Garden Bridge is estimated to be around £2.5m per year from 2018 onwards. Over a 60 year period this equates to £150m (2014 prices). While costs are likely to fluctuate, based on the maintenance regime adopted, a constant figure of £2.5m per annum has been adopted for the purposes of the business case assessment.
- 5.2.6 This includes the cost of bridge maintenance as well as the running costs for the garden. There will also be running costs associated with staffing the bridge – for gardeners and potentially security. The final cost is dependent on the way the bridge is managed and it is a high level estimate at this stage. The initial estimate is based on the following assumptions:
- ‘Soft landscaping’ (est. £1.1m per annum) - A requirement for permanent staffing, including gardeners and supervisory staff undertaking landscape maintenance tasks most days. It could also involve the use of volunteers and incorporate education/training elements. The maintenance regime to cover annual planting and soil treatment requirement, maintenance of plant and equipment, provision of gardening consumables and cyclical landscaping “renewal” and “enhancement”.
  - ‘Hard landscaping (est. £0.25m per annum) - In addition to soft landscaping responsibilities, hard landscaping will require regular maintenance to keep all surfaces clean and serviceable with repairs and replacements undertaken as they become necessary. Also includes street furniture i.e. hand railing, seating, litter bins and signage. Similarly, all of these items will require regular inspection, maintenance including cleaning, and repairs / replacement as required.
  - Operation and management (est. £0.25m per annum) – Includes; Crowd Control – to control the number of people on the bridge at any one time for safety reasons, but also to maintain the desired visitor experience; Security - the perceived risks in terms of violence, crime, vandalism and terrorist threats. As a tourist destination attracting large crowds at peak times, as well as having winding pathways, the Garden Bridge could be seen as a location for all of these activities. Whilst CCTV will help, it is believed that a form of physical security personnel presence will also be desired to act as a deterrent; and Emergency egress and access – the ability to manage clearing and access to the bridge during emergency situations.
  - Bridge maintenance (est. £0.9m per annum) – Includes; Structural inspections – although design should see little actual maintenance required; and Systems inspection and maintenance – lighting, power, lifts, irrigation, security equipment.

## 5.3 Funding

- 5.3.1 The Garden Bridge Trust is responsible for securing the necessary funds for delivery, construction, trust running costs and the ongoing operation and maintenance. A fund raisings strategy is being developed which will seek to secure funds from a combination of public bodies (TfL and HMT/DfT), private trusts and charity funds, private individuals, and private corporations. While the strategy will consider parties

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from across the globe, the focus will be on those based in the UK or with a strong presence in the UK.

- 5.3.2 A fundraising pipeline is being developed which will monitor funding which is committed (possibly subject to conditions), funding which is pledged (but terms of funding are still to be agreed), funding opportunities where discussions are progressing (but no certainty of funding commitment at this stage) and funding targets (where there are organisations or individuals which will be approached).
- 5.3.3 The fundraising target has been set at a level which is c.10-15% higher than the forecast cost of the delivery and construction, given that there may not be certainty over all funding being received, even if committed.
- 5.3.4 Core to the fundraising campaign is the upfront commitment of £60m from DfT (via HMT) and TfL which have each pledged to contribute £30 million each towards the scheme. TfL's contribution will include £5 million of funds already spent leading up to a funding agreement between TfL, DfT and the Trust being agreed (where the approval of this business case is a key condition). Both TfL and DfT contributions will be provided *pari passu* and in stages based on key delivery milestones being met.
- 5.3.5 The profile of funding is also important, in terms of timing and whether there is the potential for any gap funding, lending or underwriting of the project, and a discussion with HMT about how any funding support might be structured would be beneficial and will be sought.
- 5.3.6 The overall funding package for the ongoing maintenance cost will be set out and secured by the Garden Bridge Trust.

## **5.4 Impact on TfL**

- 5.4.1 The financial authority for TfL's contribution has already been secured which means the committed £30m is included in TfL's Business Plan.
- 5.4.2 TfL has committed to support the delivery of the Garden Bridge by leading the process of securing the necessary planning powers; helping to secure third party funding and establish an appropriate structure for delivery and providing its project management expertise to the delivery.
- 5.4.3 However TfL cannot be in a position whereby it could be held liable for any financial loss on any aspect of the project.

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## 6 The Management Case

### 6.1 Introduction

- 6.1.1 This section addresses the achievability of the Garden Bridge project and sets out how it will be managed to ensure successful delivery in accordance with best practice.

### 6.2 Garden Bridge Trust

- 6.2.1 The scheme is being promoted and will be delivered by the Garden Bridge Trust, a new charitable trust which has been set up for this purpose. The Trust will apply for powers to construct the bridge through planning applications to Lambeth and Westminster Councils, with assorted other consents from the appropriate statutory body (such as the PLA, EA, etc).
- 6.2.2 The Trust is also responsible for raising the necessary funding package for the development and construction of the Garden Bridge as well as ongoing operation and maintenance costs. The Trust will own the structure once it is complete.
- 6.2.3 The trust is a company limited by guarantee registered with Companies House (Number 08755461). The Articles of Association define the company as a charity, regulated by The Charity Commission for England and Wales.
- 6.2.4 The objects of the charity are to provide and maintain a garden style footbridge over the River Thames providing relaxation, recreation and leisure-time occupation in the interests of social welfare and with the object to improving the condition of life of the public at large. The objects also include environmental protection, conservation, and improvement and the advance of education, training and public knowledge of arboriculture, horticulture and associate sciences.
- 6.2.5 The trust has members, founder members and directors. A minimum of three directors and a maximum of twelve are allowed under the articles. Directors are expected to be fit and proper persons to manage a charity and article 26 defines unacceptable criteria that affords for the removal of directors. Meetings of directors are held no less than four times per year and all meetings of the trust and/or its members require a quorum of a minimum of two persons or one third of members. In article 33, it is a requirement that a TfL representative is invited to all meetings and that no amendments to the articles are allowed without TfL's advance consent.
- 6.2.6 Article 30 and 31 allow the directors to delegate the day to day management of the trust and any of their powers to managers or committees respectively.

### 6.3 Transport for London's role

- 6.3.1 Transport for London undertook the role of setting up the Trust and has continued providing interim support, both financial and management time, while the Trust establishes itself. In order to progress the scheme, TfL has also take lead, on behalf of the Trust, the preparation of the planning application and some associated land negotiations. Subsequently, many of the main technical and legal advisors are contracted to TfL rather than the Trust.

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6.3.2 It is the intention that TfL's supporting role will reduce over time as Trust becomes more established. Subsequently, existing advisor contracts would be novated across the Trust and any new contact would be let by the Trust rather than TfL. The diagrams below describe both the current arrangements and future arrangements. The transition will take place between June-July-August 2014. Plans are being developed by the Trust on how to facilitate the transition.

Diagram: Interim commercial structure arrangements (to mid-end 2014)

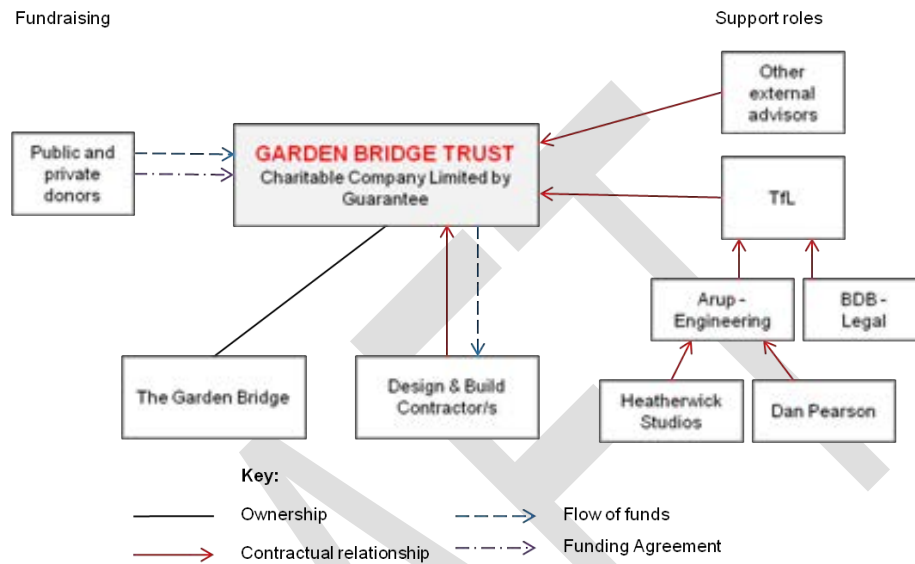
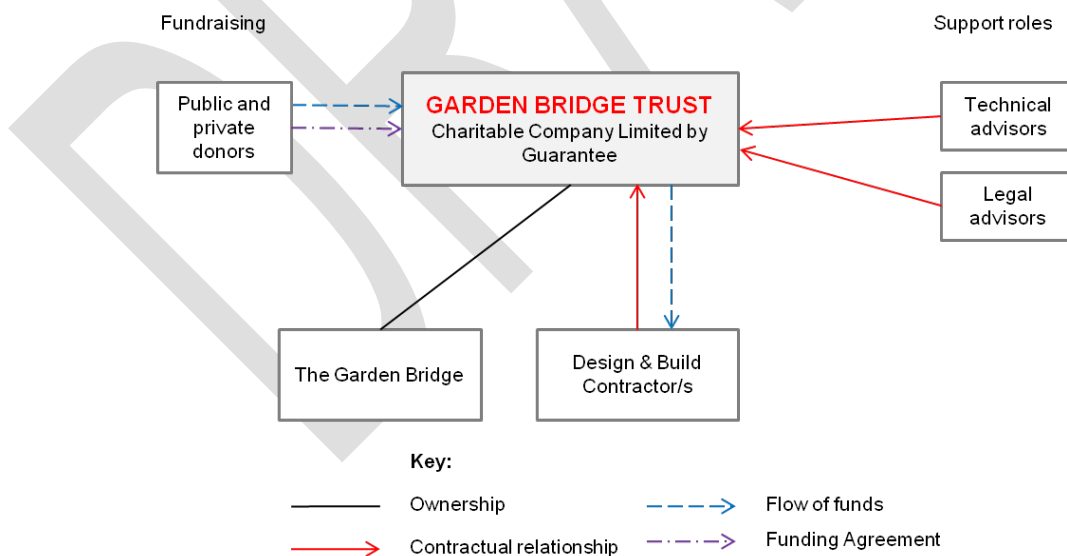


Diagram: Commercial structure arrangements



## 6.4 Trust Directors

6.4.1 Lord Mervyn Davies is the Chairman of the Trust and its founding members include Paul Morrell (formerly the UK government's Chief Construction Advisor). All trustees have been appointed for their relevant experience, skills and time to successfully deliver the project to programme and budget. The Trust is composed of highly

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experienced professionals with experience in construction, finance and law. The current Trustees are listed below.

- **Mervyn Davies, Baron Davies of Abersoch** - Chairman of the Garden Bridge Trust. He was formerly Chief Executive then Chairman of Standard Chartered PLC and Minister of State for Trade, Investment and Small Business; currently Vice Chairman and Partner at Corsair Capital, Non-Executive Chairman of PineBridge, Senior Independent Director at Diageo, Non-Executive Director of Bharti Airtel, Chair of the Advisory Board of Moelis and Co, Chair of the Council of Bangor University and Chairman of Trustees of the Royal Academy of Arts. He is also a Fellow of the Institute of Banking.
- **Paul Morrell OBE** (Deputy Chair and Chair Project Delivery Board) - formerly Partner/Senior Partner/International Chairman of Construction Cost and Project Management Consultants Davis Langdon (1976-2007), Commissioner/Deputy Chair of the Commission for Architecture and the Built Environment (2000-2008), Government Chief Construction Adviser (2009-12). Fellow of the Royal Institution of Chartered Surveyors and of the Institution of Civil Engineers, and Honorary Fellow of the Royal Institute of British Architects
- **John Heaps** - Chairman of Eversheds LLP. Member of the Constitutional Committee, the Risk and Audit Committee and the SPPI Council of the International Bar Association. Fellow of the Chartered Institute of Arbitrators and member of the International Mediation Institute.
- **Joanna Lumley OBE** – originator of the idea for the Garden Bridge; actress and producer; human rights activist for Survival International and the Gurkha Justice Campaign; advocate for a number of charities and animal welfare groups. Fellow of the Royal Geographical Society, honorary doctorates/degrees from the University of Kent, the University of St Andrew's and Queen's University Belfast.
- **Rohan Silva** - formerly Special Adviser Number 10, associated with initiatives re open data, foreign aid, the Big Society, the national Life Science Strategy and (particularly) Tech City. Now an entrepreneur focusing on online education. Read law at Manchester University, followed by period at the Treasury via the Civil Service fast stream, and then working for the Conservatives in Opposition and Government. Currently at venture capital firm Index Ventures
- **Julie Carlyle** – (Chair of Finance and Audit Board) Julie has been with Ernst & Young for 16 years and has been an Audit Partner for 5 of those. Julie is ACA qualified (ICAEW) and has an LLB in European Law and LLM in Competition Law from Glasgow University plus a Masters in the Economic Analysis of Law from Hamburg University. She has played a key role in developing the EY Audit network across EMEIA including Northern Europe, Middle East, India and South Africa. Julie is an active participant and spokesperson for the ICAEW audit insights steering group. She is the London Partner Sponsor for the EY Entrepreneur of the Year programme as well as Non-Executive Director of SME Wholesale Finance Limited.
- **Roland Rudd** (Chair of Communications/Outreach Board) - founder and Partner RLM Finsbury, a global financial communications group. Formerly a journalist at the Financial Times, The Sunday Correspondent and The Times; and former

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policy coordinator for Lord Owen. Visiting Fellow at Oxford University's Centre of Corporate Reputation, honorary fellow at the University's Regent's Park College. Founding Chairman of Business for New Europe and a member of the Centre for European Reform's advisory board. Trustee Royal Opera House and The Education Employers Taskforce, Chairman Tate Corporate Advisory Group, Non-Executive Director the Army Board, member Appeal Board Great Ormond Street Hospital Centre for Rare Disease Research, Patron NSPCC, Founding Chairman of the Legacy 10 charitable giving campaign and is a governor of Wellington College.

- **Lucy Dimes** (Chair Operations Board) – Chief Operation Officer at Equiniti. Formerly Chief Executive UK & Ireland for Alcatel-Lucent and prior to that Managing Director Group & Openreach Operations for BT plc; currently a Non-Executive Director for Berendsen PLC and member of the Audit, Remuneration and Nomination Committees. Lucy is also a Trustee for Safer London and an Ambassador for Lucy Air Ambulance For Children. Lucy has an MBA from London Business School, a First Class Degree in Business and a Chartered Institute of Marketing Diploma. She is an alumna of the Harvard Business School 'Global Women Leaders' programme, a Freeman of the Worshipful Company of Information Technologists and a Fellow of the Institute of Directors. Lucy was awarded the Corporate Leader of the Year at the 2013 FDM Everywoman in Technology Awards and the 'First Woman' Award in Science & Technology at the 2013 CBI Awards.

## 6.5 Responsibilities of the Garden bridge Trust

- 6.5.1 The Garden Bridge Trust recognises its responsibilities both generally and under its articles. To this end, it has established a number of committees to execute and take responsibility for monitoring and reviewing project, financial and other risks and associated controls, corporate governance and financial assurance, communications and operations etc. each committee has a trust director appointed.

### Delivery of the Bridge

- 6.5.2 The Project Delivery Board will oversee and control the delivery of the bridge. GBT will procure the design, delivery and handover into maintenance of the bridge. Due to the unique nature of the project, GBT will act as the client and directly engage a small team of competent professionals to effect governance and provide diligence to the client team. The client team will perform a project management function and coordinate activities in order to manage funding, delivery, expenditure and programme.
- 6.5.3 GBT will competitively procure a Principal Contractor to deliver the construction of the bridge and associated infrastructure. GBT will also engage appropriate resources to manage the execution of the construction contract, through the use of an integrated Professional Services Agreement. GBT client team specifies requirements, monitors progress and controls change, consistently seeking out opportunities to maximise programme efficiency in terms of time and cost. GBT will fund the designer, management agent and the contractor to execute the respective work packages on its behalf.

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## Ongoing operations and maintenance

6.5.4 The Operations Board will oversee and control the handover into operation and maintenance. The operation and maintenance of the bridge, landscaping and associated infrastructure and services will be the responsibility of GBT in perpetuity. The Operations Board will fully articulate the security, cleaning, safety operations and maintenance functions. The initial team have developed an operating and maintenance concept which has been used to develop an initial cost estimate of utilities, operating and maintenance activities and will be refined further over the coming months.

## Fundraising

6.5.5 The Finance and Audit Board will oversee and control the fundraising of the trust. GBT recognise that significant capital is required to be raised before the bridge can be procured. There is also the annual expenditure require for the on-going maintenance and operation of the bridge. Prior to committing to any construction contracts, GBT will secure [85]% of the overall anticipated costs, and has targeted fundraising accordingly.

6.5.6 Noting the pledged commitment of £60m from Government and TfL to the project, GBT has appointed a full-time Director of Development as fundraising manager to address the funding shortfall and a major capital campaign has been commenced.

6.5.7 The campaign has three phases; the private phase, semi-private and public. The private phase is currently targeting major trusts, foundations and individuals who are assessed as potential receptive donors, with corporate support being explored concurrently. It is expected that around 80% of the funding commitment will be generated in this manner. The semi-private phase will commence in early 2015, approaching donors assessed as 'cooler' to the project. A high-profile public fundraising campaign will seek the outstanding funds. This campaign is being supported by high profile media, including the Evening Standard. This campaign is likely to generate in the region of £2 to £5 million through subscriptions, online gifts and merchandise.

6.5.8 As of May 2014, there are commitments totalling[£3m] [and the foreseen operating costs of the trust are committed to be funded through to handover, with funds transferred to cover the period until end March 2015].

6.5.9 The fundraising will involve the Communications Board who will liaise and ensure that the project's profile remains high and that communications are of a high quality.

## 6.6 *Garden Bridge Trust Management Team*

6.6.1 The Trust's initial management team is outlined below.

- **Bee Emmott** - Executive Director; she has been involved with the Garden Bridge since the inception of the idea, establishing and developing the Garden Bridge Trust, having been at Heatherwick Studio for the past four years. She is a graduate of Edinburgh University and Edinburgh College of Art, with an MA in both Fine Art and History of Art. Bee is an experienced creative strategist and has



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been Head of Special Projects at Heatherwick Studio since 2011, with responsibility for nurturing key client relationships and attracting and developing new business.

- **Bernadette O’Sullivan** - Director of Development; she is an experienced professional fundraiser. She has substantial experience of income generation across a range of sectors including the arts, heritage, and medical research. This has involved creating strategies for income growth, revenue income and capital campaigns. She previously held the position of Director of Development with the London Symphony Orchestra for four years, during which time she successfully led a £9 million Endowment Fund Campaign and delivered a legacy marketing campaign which has resulted in new pledges to the value of £10m.
- **Anthony Marley** - Programme Director; he is an experienced and qualified programme executive with more than 20 years’ experience of delivering capital infrastructure in regulated, complex environments. He held accountability for the delivery of transport infrastructure for the London 2012 Games. Anthony has an MSc in Project and Programme Management from Northumbria University Business School, is an accredited MSP Advanced Practitioner and a qualified Engineer. He is a member of the Institution of Engineering and Technology and the Association for Project Management.
- **Crispin Rees** – Project Support; he has been seconded to the Trust on a full time basis to provide support to the initial team. He joined Transport for London on its graduate programme. After successfully completing the scheme he worked on transport policy at the London Borough of Camden, road planning for the London 2012 Olympic Games and most recently focused on improving Accessibility. Crispin has an MSc in Transport Planning and Management and a BSc in Geography and Planning.

6.6.2 This team are leading the establishment of the trust as a corporate entity, establishment of the trust as a functioning project client and collating all the information necessary to enable the programme to proceed. The team are also leading the fundraising campaign on behalf of the trust directors.

6.6.3 The team will shortly take an office in Somerset House (with a rent-free period and deeply discounted rate negotiated) to locate the initial managers adjacent the site of the bridge. This is expected to greatly assist with raising funds and awareness.

6.6.4 The trust has [a business plan for the in-life/operation duration]. The trust has established the estimated cost and profiled this into the Stage D cost plan, which determines the cash-flow. [The Funding that will meet the spend requirement has been identified and work is in hand to develop the appropriate funding profile which synchronises with the programme and cost plan.

## 6.7 *Project management arrangements*

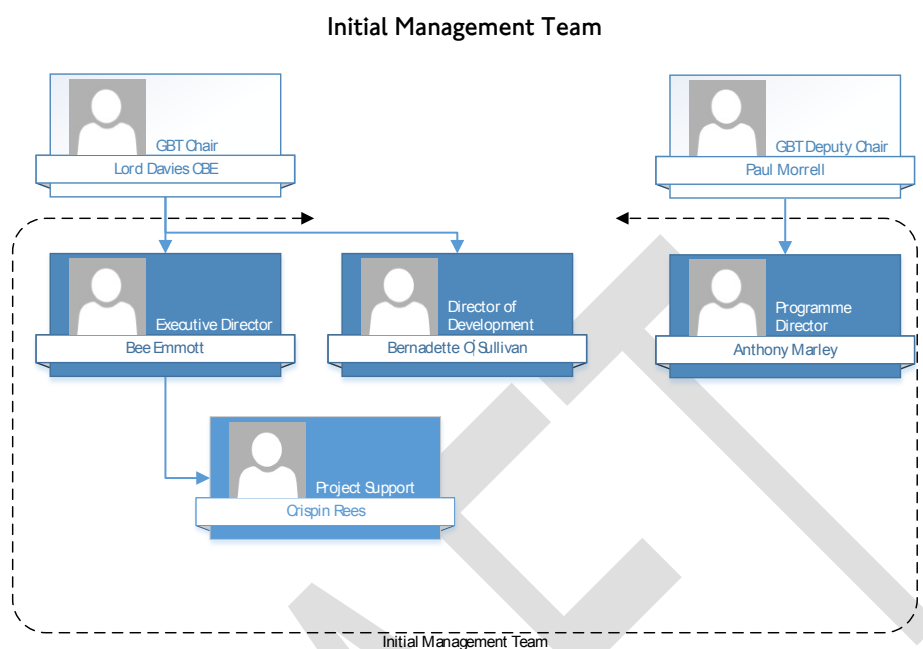
### Project reporting structure

6.7.1 The scheme is being promoted and will be delivered by the Garden Bridge Trust. Transport for London is assisting with the development of the project and working

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with key stakeholders such as the PLA and boroughs. Arup are the lead engineers, Heatherwick Studios is the architect and Dan Pearson is the landscape designer.

6.7.2 The Trust team structure is illustrated in the following diagram:



6.7.3 The latest working version of the organisational chart is attached in Appendix F. Positions to be filled are shown as TBA. A brief description of the necessary roles is provided below, however position titles and job descriptions are subject to further changes, to align with the Trust's vision as shown on the chart in Appendix F. Positions to be filled in the next 6 months are presented in the Appendix

## 6.8 Governance and project Management arrangements

6.8.1 Recognising that the directors of the trust have not committed their time fully to the trust, article 30 allows Directors to delegate any of their powers to a committee consisting at least one director. Under 30 2 2, an executive committee, known as the Project Delivery Board, will be appointed to manage the design furtherance, procurement, construction and handover into maintenance of the garden bridge. Three other committees will be appointed, the Finance and Audit Board, the Communications Board and the Operations Board.

6.8.2 The Terms of Reference for these boards have been drafted and are to be adopted subject Board endorsement.

6.8.3 Governance details are provided in a separate document.

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## Project Delivery Board

6.8.4 The Project Delivery Board will consist the trust deputy chair and director Paul Morrell, trust Executive Director, Bee Emmott and appointed professionals who will be responsible for funding, project management, commercial stewardship, interface management and administration of the trust and project. The Project Board will have the power to incur expenditure, only in accordance with a budget agreed with trust directors, as allowed for by article 30 2 2. The Project Delivery Board will make recommendation to, and receive consent from, the Finance and Audit Board [and trust directors] before contracts are entered into and commitments made with anyone.

## Operations Board

6.8.5 The Operations Board will consider and represent the operation and maintenance issues of the bridge post-handover, liaising closely with the Project Delivery Board.

## Project Delivery Board

6.8.6 The GBT Project Delivery Board will manage a project team to ensure delivery of construction, regular assessment and formal reporting of issues, risks, progress, financial, commercial and technical matters, on a monthly basis to the trust. The GBT project team will ensure that progress meets the planned schedule and engages with delivery partners and stakeholders as required to attend to any action necessary to meet deadlines.

6.8.7 The project team will provide weekly progress reports with key information to the project delivery board. On a monthly basis, an Assurance Report will be produced for the project delivery board. The project delivery board will in turn produce and formally issue quarterly progress reports for the trust to consider.

6.8.8 A proportionate gate assurance process will be established to ensure that the project only progresses when the project delivery board [and stakeholders] are satisfied that the pertinent issues have been considered and reasonable provision made to attend to them. The stage gate reviews will produce certification for each stage and capture the signature of the Gatekeeper, who will only certify, once the relevant stakeholders have accepted the assurance.

6.8.9 Key roles are as follows.

6.8.10 Chair – Paul Morrell (to be confirmed):

- Overall strategic responsibility for benefit realisation, including obtaining funding authorisation and integration of project with other related and broader projects [see Governance diagram, Appendix B]. Chair ensures that the project remains viable and resolves issues outside the control of the project director, including authorising change, commitment and payments within delegated authority, or obtaining authority where request exceeds delegation. The chair collates and issues board agenda and papers, chairs project delivery board meetings to ensure strategic fit within GBT and with adjacent stakeholders.

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## 6.8.11 Programme Director – Anthony Marley:

- Accountable to project delivery board for the strategic leadership of the project and its relationship with adjacent developments, funding, stakeholders and suppliers.
- Responsible for project delivery against objectives related to cost, time, quality and safety. Co-ordinates and manages the Professional Services Supplier and design/technical assurance contracts to ensure that Project Manager is able to focus on Principal Contractor. Liaises with stakeholder and suppliers to maintain a contemporary understanding of the project landscape.
- Subject to delegated authorities, can authorise change, commitment and payments, or obtain authority where request exceeds delegation. Reports regularly, to advise internal stakeholders of progress. Manages issues and risks outside the control of the project manager.
- Ensures that appropriate governance is applied, stage gate reviews are held and that there is adequate consideration of the issues. Is authorised to act as stage gatekeeper and sign each stage gate certificate to allow the project to proceed, once consultees are happy.
- Ensures that regular formal value management and value engineering, Quantified risk assessment, schedule risk assessments, etc. are held and that outcomes are focussed, productive, accurately captured and communicated. Analyses trend information and acts to mitigate issues.

## 6.8.12 Business Manager – Role to be filled

- Management accountant with responsibility for preparing, developing and analysing key financial information to ensure the project board make well-informed decisions to ensure future stability, growth and project viability.
- Responsible for the establishment and maintenance of financial policies and management information systems, as well as a support service to management colleagues. Ensures that cash-flow and investments are managed to maximise benefit to the trust, financial administration of contracts and employees, including payroll, and outgoings are provided for on all aspects of finance. The role combines accounting skills with business management skills. Validates actual and forecast costs against budget, manages accounts payable and verifies applications for payment from suppliers.

## 6.8.13 Business Support – Role to be filled:

- Provision of full administrative support to the board and project team. Facilitation of meetings including minutes and telephone duties. Calendar management, filing / archiving and document control, premises management, day to day office support, maintaining sufficient supplies etc.

# Transport for London

## GBT Project Team

### 6.8.14 Project Manager – Role to be filled:

- Responsible for the day to day management of the relationship with Contractors, key stakeholders and the project delivery against objectives related to cost, time, quality and safety. Oversees the execution of works allocated to suppliers.
- Compiles the management reports periodically, to advise internal stakeholders of progress. Manages changes, issues and risks as highlighted by the respective project managers. Responsible for management of and upward reporting of progress, issues, risk, cost etc., through periodic programme reviews. Has contract management and responsibility for respective delivery partner's scope.

### 6.8.15 Commercial Manager – Role to be filled:

- Responsible for professional commercial advice, service expertise and guidance to enable the Route to achieve compliance with relevant business targets, processes and procedures. To assist in the resolution of commercial issues at Route level and act as the champion within the Contracts and Procurement function when these issues require escalation. The role is accountable for the accuracy of the Period Finance Reports, Change Control Log, KPI's and interim payments & final accounts. Part of the project leadership team with internal and external suppliers focussing on performance and management on behalf of the trust.
- Acts as Project Manager's authorised representative when Project Manager is unavailable.

### 6.8.16 Construction Manager – Role to be filled:

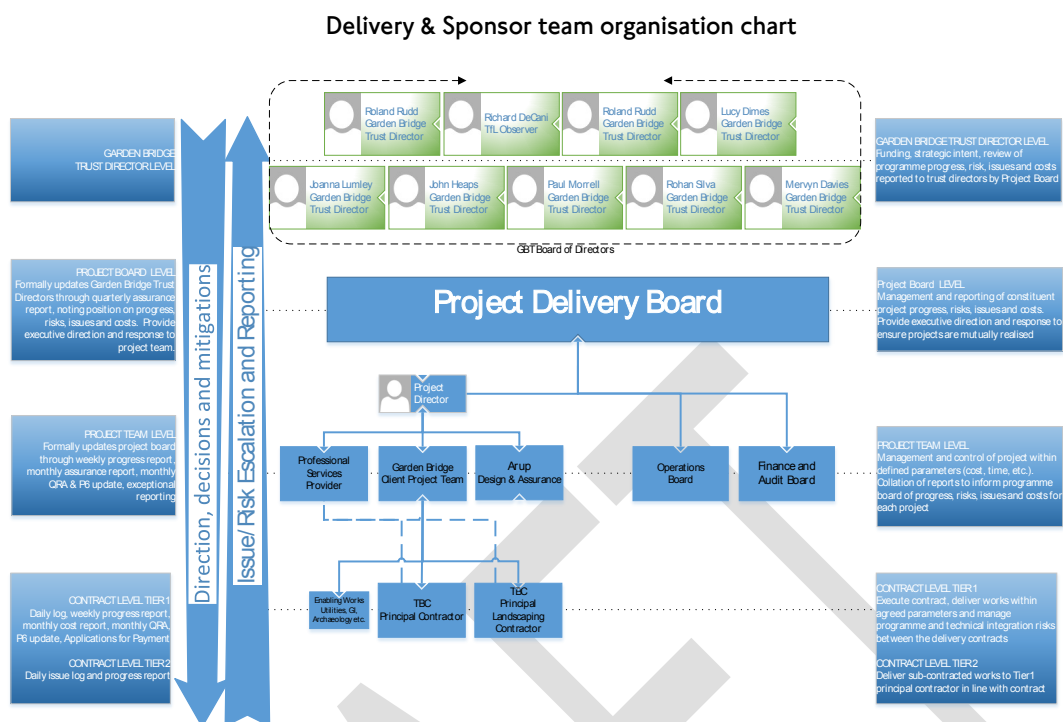
- Responsible to the Project Manager for ensuring effective and efficient support and oversight is provided to the Principal Contractor to enable and ensure efficient and timely realisation of programme and scope. Monitors receipt of goods, and contractor's progress reports for accuracy and ensures that work is planned, resourced and prepared for. Collates daily and weekly reports for the project manager.

### 6.8.17 Stakeholder Manager – Role to be filled;

- Responsible to the Project Director for day to day liaison with all stakeholders. Ensures that the appropriate representatives are kept abreast of the progress and issues.
- Chairs Stakeholder & Communications Working Group to enable regular liaison meetings with representatives of each of the communications teams. In addition ad hoc face to face meetings and email updates maintain a valuable exchange of information.

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6.8.18 The diagram below captures the initial delivery team hierarchy.



## 6.9 Project plan

6.9.1 The Trust has developed a detailed project plan for the development and delivery of the Garden Bridge. Indicative key milestones from this project plan are outlined in the table below.

Table 15 Key milestones

Item	Indicative milestone dates
Public consultation	November – December 2013
Planning application submission	May 2014
Public fundraising campaign to start	May 2014
Preparation of next stage design and tender material	May 2014
Dialogue with construction industry starts	July 2014
Planning consents secured	November 2014
Formal tender issued	March 2015
Land acquired	April 2015
Contract awarded	August 2015
Construction commences	September 2015
Construction complete date	August 2018

# Transport for London

## 6.10 Use of special advisors

6.10.1 Special advisors have been used in a timely and cost-effective manner. The special advisors are listed in the table below.

Table 16 Special advisors

Specialist area	Advisor
Financial	Transport for London (Commercial Finance)
Technical	Transport for London (planning, consents, project management) Arup (civil engineering, maritime engineering, environment, transport, project management) Heatherwick Studios (architecture, design) Dan Pearson (landscape)
Procurement and legal	Transport for London (legal) Bircham Dyson Bell (legal)
Business assurance	n/a
Other	n/a

# Transport for London

## Appendices

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# Transport for London

## Appendix A – Journey time saving calculations

### Options 4 and 5

A new footbridge between Temple Station and the South Bank will deliver improved connectivity between the north and south banks in this area and reduce pedestrians' journey times. The walk journey time savings that would likely result from construction of these options has been quantified and monetised.

A series of pedestrian surveys were carried out in August and September 2013. This included both counts of pedestrians and surveys of their origins and destinations on Waterloo Bridge and Blackfriars Bridge. This provided an estimate of the where pedestrians were walking from and to as well as their number. Table xx shows the estimated annual bi-directional flows across Waterloo and Blackfriars Bridges.

Table: Estimated annual bridge flows

(Source: Demand Forecasting for Garden Bridge, Arup 2013)

Bridge	Estimated annual pedestrians (Millions)
Waterloo	3.40
Blackfriars	3.43

The Tables below show the distribution for Blackfriars and Waterloo Bridge. These distributions were used with the observed count totals to get a weekday average distribution.

Separately, a network based model was used to calculate journey times between origins and destinations as seen in table xx. The travel times were calculated both with and without the Garden Bridge Option 4 in place. This showed that the maximum saving was likely to be around three minutes for a trip between for example Temple and the London Eye. A minimum of 20 seconds was calculated, which accrued to trips for example, between the Tate Modern and Covent Garden.

The journey time savings were calculated by assuming all existing journeys that would have a lower journey time if using the new crossing would switch route to take advantage of this. These benefits were only calculated for existing weekday trips and so no benefits have been claimed for any new trips that would result from introduction of the new crossing or any weekend trips. In the absence of information on whether users would value a time saving, the weekend has been excluded to give a more conservative estimate.

# Transport for London

Table: Origin-destination matrices for Blackfriars and Waterloo Bridges (weekday all day)

(Source: Demand Forecasting for Garden Bridge, Arup 2013)

## *Blackfriars Bridge*

Origin/Destination		A	B	C	D	E	F	Total
A	London Eye	0%	0%	0%	0%	0%	1%	2%
B	Waterloo/Southwark	0%	0%	0%	1%	12%	19%	32%
C	Tate Modern/Millennium Bridge	0%	0%	0%	1%	7%	11%	19%
D	Westminster/Leicester Square	0%	1%	1%	0%	0%	0%	2%
E	Holborn/Temple/Covent Garden	0%	11%	5%	0%	0%	0%	16%
F	St Paul's/Bank	1%	15%	13%	0%	0%	0%	29%
<b>Total</b>		<b>1%</b>	<b>27%</b>	<b>19%</b>	<b>3%</b>	<b>20%</b>	<b>31%</b>	<b>100%</b>

## *Waterloo Bridge*

Origin/Destination		A	B	C	D	E	F	Total
A	London Eye	0%	0%	0%	0%	2%	0%	2%
B	Waterloo/Southwark	0%	0%	0%	12%	40%	1%	54%
C	Tate Modern/Millennium Bridge	0%	0%	0%	1%	2%	0%	3%
D	Westminster/Leicester Square	2%	7%	2%	0%	0%	0%	10%
E	Holborn/Temple/Covent Garden	4%	24%	1%	0%	0%	0%	29%
F	St Paul's/Bank	0%	2%	0%	0%	0%	0%	3%
<b>Total</b>		<b>6%</b>	<b>33%</b>	<b>3%</b>	<b>14%</b>	<b>43%</b>	<b>1%</b>	<b>100%</b>

The total journey time savings for existing users are estimated at **27,000 hours** annually for weekdays only. This is equivalent to around 25 seconds per trip.

## Estimation of Annual Benefits

### Inputs/ Assumptions

- Annual pedestrian estimates are based upon counts at each crossing with values for months where counts are not available infilled based upon flow profiles from other nearby bridges (Millennium Bridge and Hungerford Bridge)
- Value of Time (VoT) taken from WebTAG Table A1.3.1 = £6.81 per hour (assumes pedestrians are not in work time but commuting to work; no allowance has been made for daytime trips in work time, e.g. travelling between local meetings).

### Benefit Calculation

The annualised total travel time saving is 27,000 hours which translates to an annual benefit of £184k.

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## Appendix B – HEAT tool health benefit calculations

### Option 5

#### Estimating health benefits from a new bridge at Temple

##### Summary

Based on the World Health Organization (WHO) Health Economic Assessment Tool (HEAT)<sup>27</sup> for walking, a new bridge at this location would prevent between 0.37 and 0.70 deaths per year; the mid-point of this likely range is 0.535. This equates to an annual benefit of £963,000.

This gives a current value of total benefit of between £12,131,000 and £23,078,000 over thirty years.

##### Methodology and assumptions

Analysis has been carried out to estimate the health benefits of a new bridge at this location. The analysis is based on the World Health Organization (WHO) Health Economic Assessment Tools (HEAT) for walking and cycling using a set of assumptions about regular walking trips generated by the bridge. This is the method recommended by the Department for Transport (DfT) for assessing health benefits of walking and cycling initiatives.

HEAT is designed for assessing the benefits of reduced premature mortality resulting from walking and cycling initiatives. It is designed to assess:

- Impacts at a population (not individual) level
- The benefits of habitual behaviour, not one-off or irregular events
- The benefits to adult populations, assumed to be around 20 to 64 years
- Normal populations where the level of physical activity is not very high

The assumptions made are:

- Only health benefits from walking are assessed because cycling will not be permitted on a new bridge, although bicycles may be wheeled across.
- The daily number of walk trips included in this assessment is 864. This is the number of existing bus trips that the Demand Forecasting Note predicts will divert to walking across the Garden Bridge. Although the Demand Forecasting Note forecasts annual visitors of 6.8 million and around 25,000 per weekday, it cannot be determined what proportion of these trips will be new, regular walk trips. It is assumed in this assessment that 864 people regularly do this walk (daily). For sensitivity testing the tool was run for 432 people doing the walk twice a day, this produced a slightly lower health benefit of £11,539,000 to £20,933,000 (prevents 0.35 – 0.63 deaths per year)
- The amount of walking assessed is from a single point in time (because walking levels pre the new bridge are unknown)
- The distance walked was tested with two sensitivities of 1km and 2km. These two distances were picked because using Google maps a walk trip from Waterloo station

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<sup>27</sup> <http://www.heatwalkingcycling.org/>

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to the south landing of the bridge is around 0.8km, the walk across the bridge is 360m and the onward journey up the Kingsway to Holborn is 0.8km.

- The UK mortality rate is 434.10 deaths per 100,000 persons per year (crude rate, 2010)
- The value of a statistical life is £1.8m. This is from the TfL Business Case Development Value Appendix F. It is a DfT figure factored up to 2013 prices
- The time it will take for the 864 trips to shift to walking from bus use will be one year.
- The time period over which benefits are calculated is 30 years.
- The discount rate to apply to future benefits is 3.5% (first 30 years) and 3.0% (after 30 years)

## Conclusions

Based on the WHO HEAT tool for walking, a new bridge at this location would prevent 0.37 to 0.70 deaths per year, giving a current value of total benefit of between £12,131,000 and £23,078,000 over the thirty years of the appraisal period.

The assumptions made are very conservative, assessing 864 trips out of a forecast daily total of 25,000 (under 5 per cent of daily trips) because these trips are the only ones that are known to be new, regular walk trips. Other trips may be displaced walk trips. Given the iconic nature and central location of the new bridge in London it is highly likely that other, regular walk and cycle trips will be extended to divert via the new bridge. It is also likely that new walk trips will be generated to visit the Bridge regularly by those working and living close to the Garden Bridge. However, lack of appropriate data to estimate these consequences mean that they have not been included in this assessment.

It is recommended that regular surveys are conducted of users of the new bridge to determine levels of new walk trips and origins and destinations and that the HEAT tool is re-run using this data to assess the health benefits of the Bridge and inform future estimates for similar projects. This tool only assesses the health benefits of physical activity from regular walking, there are likely to be other health benefits which have not been included in this analysis.

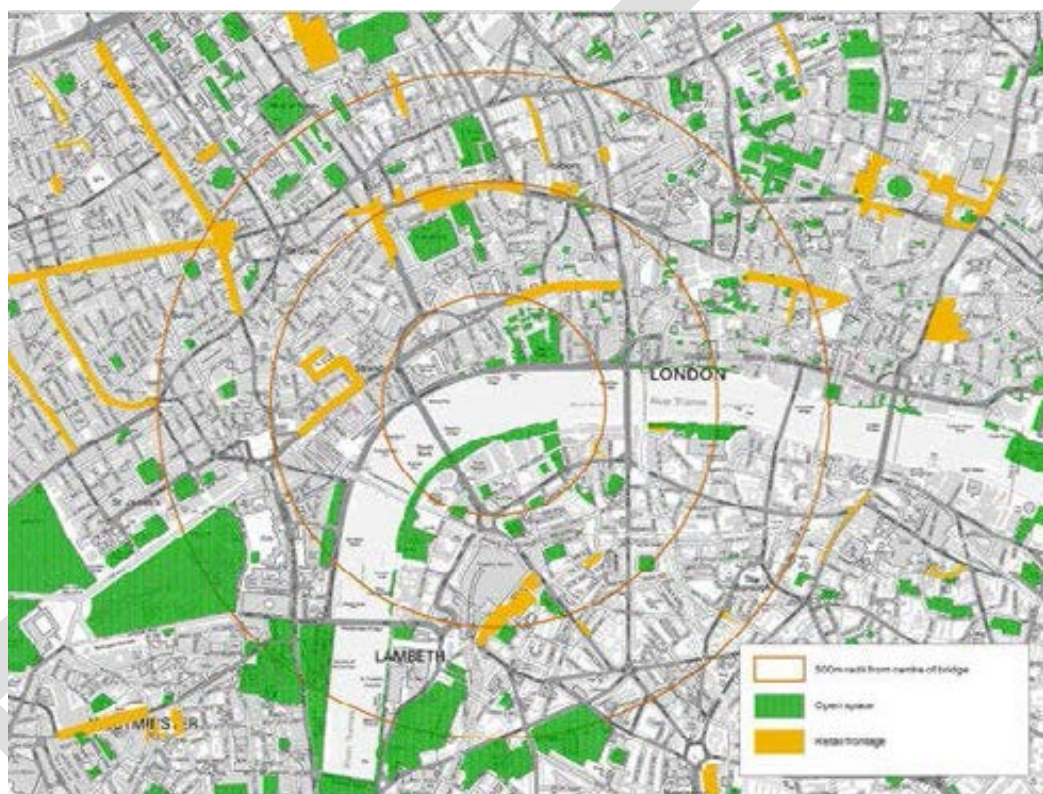
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## Appendix C – business/property benefit calculations

*Note is based on Option 5 (Garden Bridge)*

It has been calculated that more than \$2 billion (£1.2 billion) has been invested in the district surrounding the High Line in New York as a direct result of the High Line's design and construction<sup>28</sup>. However it is also important to note that use of re-zoning, which is possible within the US land use planning system, has been important to achieving this scale of development benefit.

### Garden Bridge Catchment (up to 1,500m)



The development impacts arising from the Garden Bridge can be expected to affect land and property within a nearby impact area, schemes that exist in the planning pipeline and other schemes that may come forward in the future. These gross impacts can accrue from a number of sources including:

- Increase in the quantity of new retail, hotel, office and residential units constructed through the direct and wider effects associated with the Garden Bridge.
- Increase in the speed of development (i.e. planned schemes coming forward faster) and changes in the mix of development (e.g. increased retail and hospitality at street level due to increases in footfall).

<sup>28</sup> TfL research found that the Co-founders of the Friends of the High Line report that their biggest regret was not having a better mechanism to capture a proportion of value uplift as a public benefit.

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- Improvements in the financial performance of the existing property stock adjacent to the Garden Bridge which would, for example, affect capital values and rents from residential and retail units, the occupancy and yield for each hotel room and turnover per square metre for retail and hospitality uses. There could also be a specific premium attached to the views of the Garden Bridge in addition to these effects. While a range of studies show that the positive uplift in property values can be as high as 34% evidence from a number of studies in the literature report increases of around 5%.
- These effects would also increase tax revenues for the Exchequer derived from various sources including revenue from income, business and sales taxes such as VAT and Stamp Duty Land Tax (SDLT). For example, New York's Central Park generated revenues of \$136 million (£82 million) in 2007 from concessions and other commercial uses. This resulted in \$16 million (£9.6 million) of additional income for New York City and the Department of Parks and Recreation through income, sales and business taxes and permits for concessions and events.

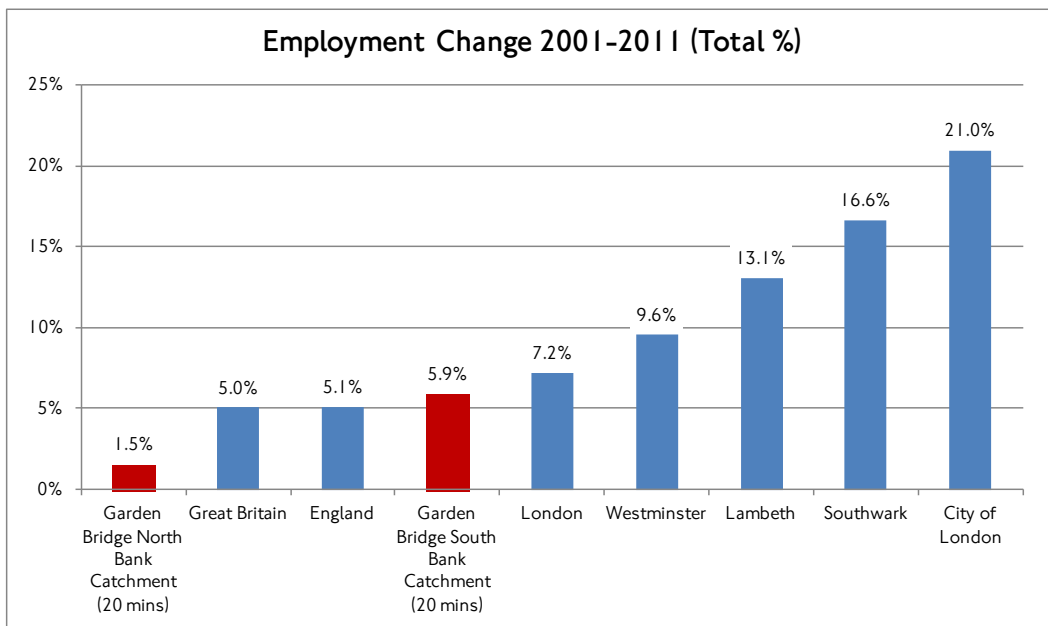
The area surrounding the proposed Garden Bridge site is characterised by commercial activities<sup>29</sup> with more than 513,300 jobs within 1,500m of the Garden Bridge site in 2011 and 38,300 residents. In terms of walk-in catchment in 2011 there were around 390,600 workplace jobs within a 20 minute walk-in catchment on the North Bank and 23,700 residents. In the South Bank catchment there were 229,100 workplace jobs and 21,100 residents.

However, economically the North Bank catchment area has grown very slowly over the last decade. Between 2001 and 2011 the number of jobs within the 20 minute North Bank walk-in catchment grew by just 1.5% (5,900 jobs) or about 0.2% each year. This was less than one third of the national average growth and significantly below the growth levels seen in the surrounding central London boroughs: Westminster (10%), Lambeth (13%), Southwark (17%) and City of London (21%). The South Bank catchment experienced more jobs growth over the last decade (+6% or +12,800 jobs) but this also lagged behind the London average and was less than half the growth rate achieved in Lambeth and Southwark.

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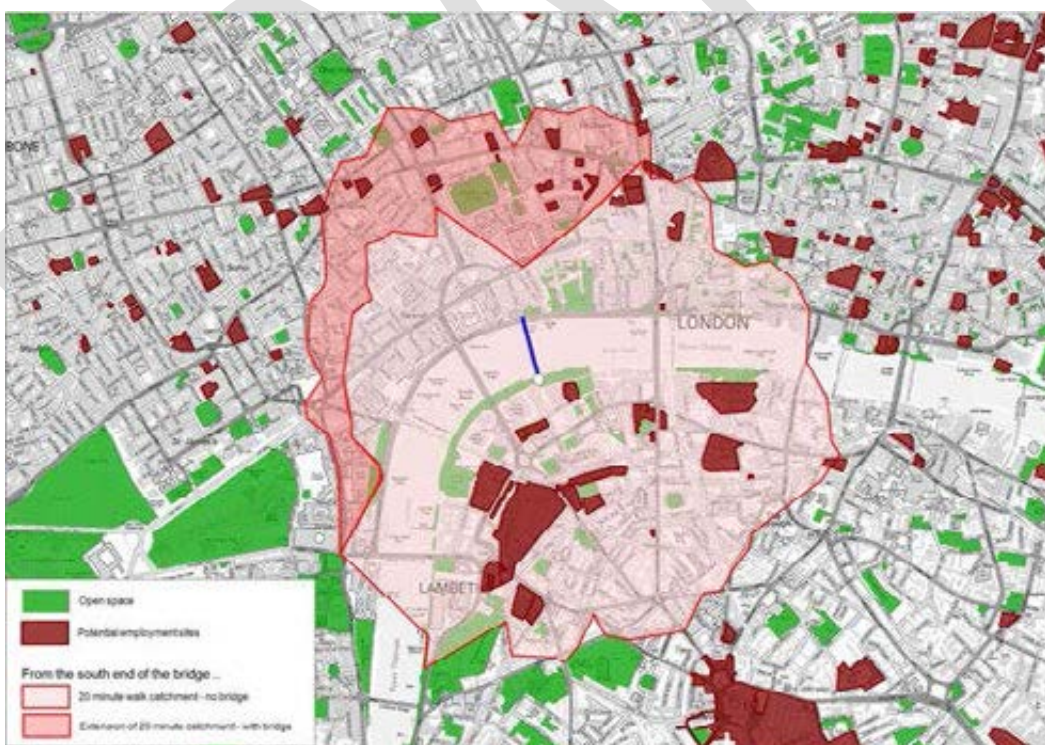
<sup>29</sup> This includes offices, retail, hospitality, a concentration of international cultural attractions and Waterloo Station.

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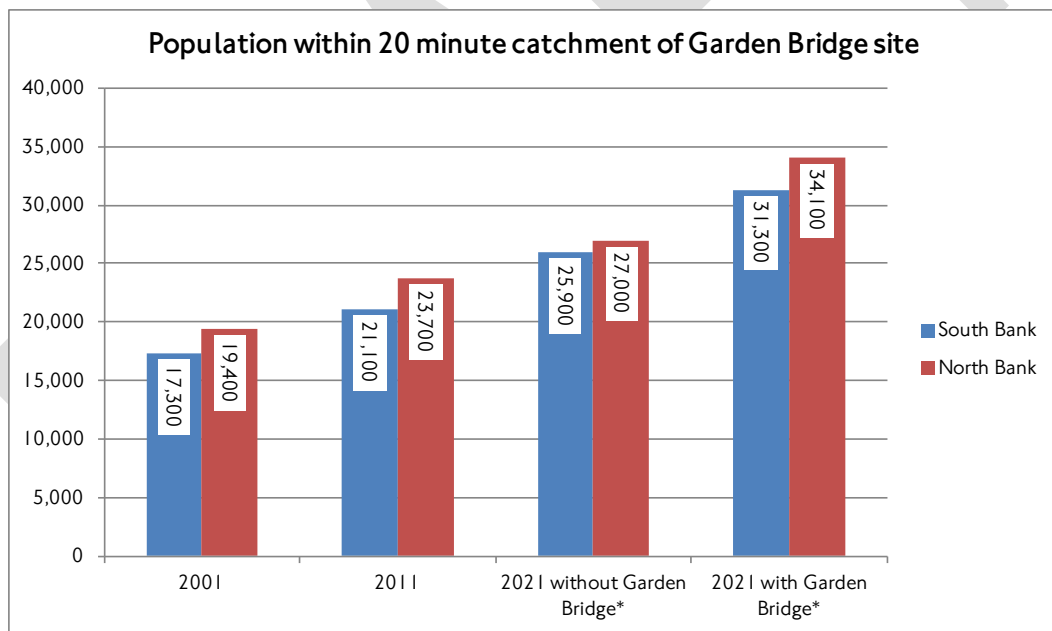
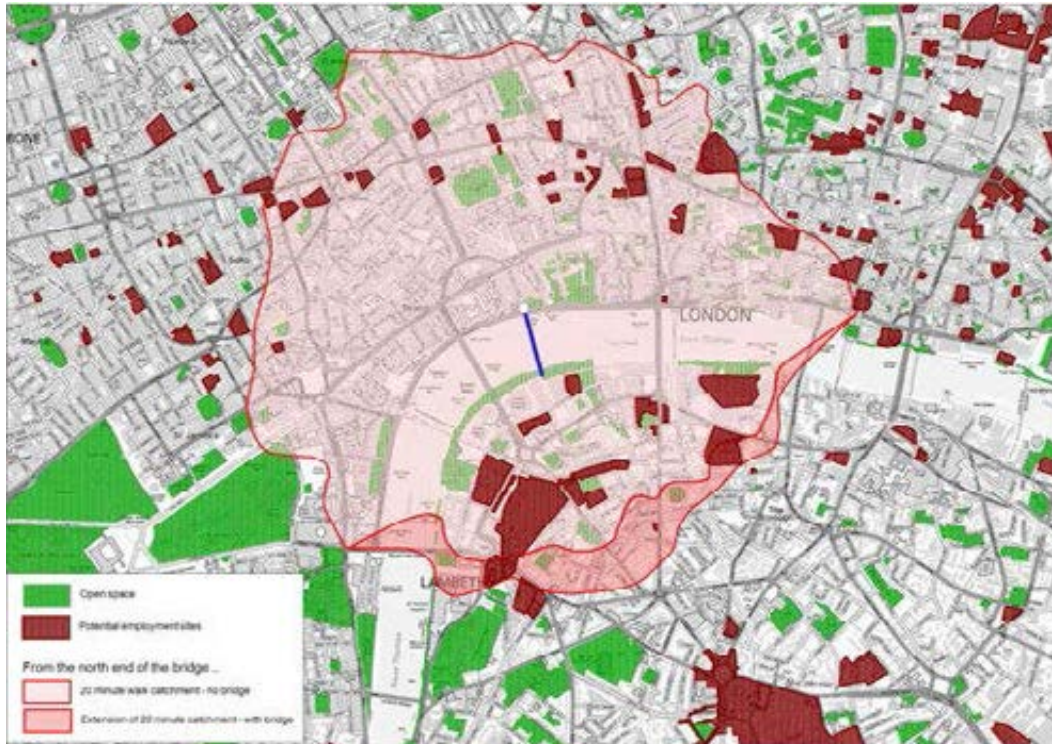
While the population and employment in catchment area is forecast to grow in the future, the improved connectivity and urban permeability that the Garden Bridge will bring will further increase the people and jobs within the 20 minute catchment of its proposed site.

## Impact of Garden Bridge on South Bank Catchment (20 minutes)



## Impact of Garden Bridge on North Bank Catchment (20 minutes)

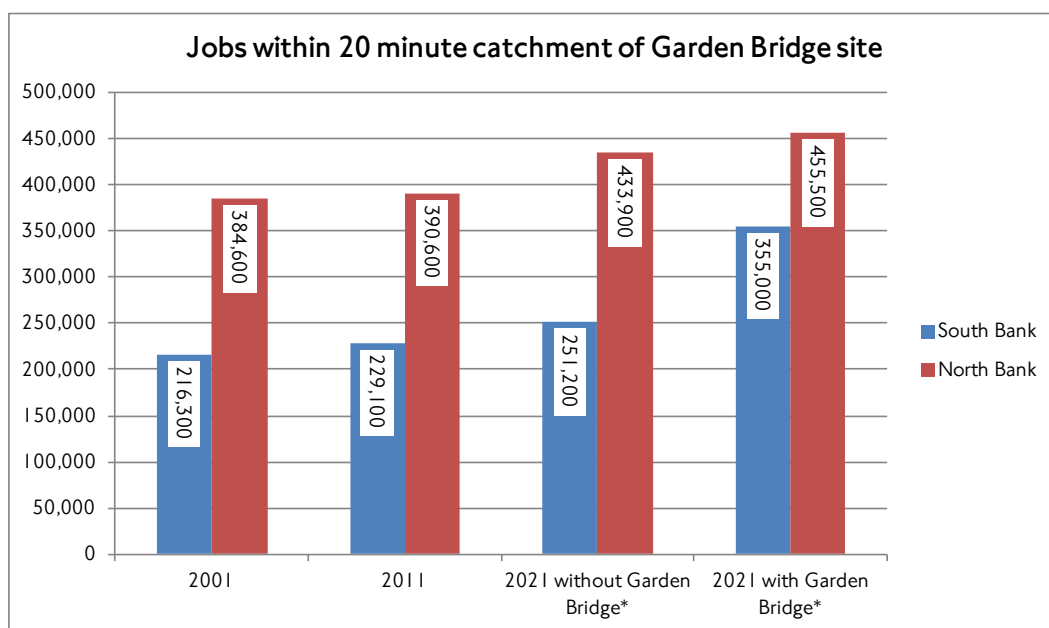
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\* Forecast



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\* Forecast

By 2021 it is estimated that there will be an additional 7,100 residents and 21,600 jobs within the 20 minute North Bank catchment due to the Garden Bridge's impacts on connectivity and permeability within the urban form and across the Thames.

By 2021 there is estimated to be an additional 5,400 residents within the 20 minute South Bank catchment due to the Garden Bridge's impacts. However the total number of jobs increase by 103,800 due to the extension of the 20 minute catchment into central London including Bloomsbury and Holborn.

The increase in the population and employment within the 20 minute walk catchment over and above trend forecasts can be expected to support:

- Increased levels of cross river pedestrian movement especially of commuters travelling north and south
- Increased leisure usage of the Garden Bridge by residents and workers (e.g. more than 103,000 workers north of the river will now be within a 20 minute walk of the South Bank).
- Increases in local market size and spend for retail, hospitality and other convenience or discretionary spend items
- Increases in density of commercial activity (e.g. turnover per square metre).

A full development impact study has not been possible but a number of examples show the scale of potential development benefits. A formal study would need to assess these benefits in aggregate across the whole impact area and account for the effects of deadweight and displacement.

## Impacts on planned developments

There is significant, high density development planned both north and south of the Garden Bridge. For example, recent and planned developments within about 500m of the Garden Bridge on the South Bank will provide 170,000 m<sup>2</sup> of office,

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commercial and other floorspace, 1,400 residential units and more than 1,000 hotel bedspaces. Together this £1.33 billion programme of investment would accommodate 10,000 jobs and 3,000 new residents. Similarly £351 million of residential development is planned at One Arundel Great Court and 190 Strand closing the northern landing point.

If the development value was increased by 5% due to the effects of the Garden Bridge (in line with the average in the literature) this would result in a one-off gross benefit worth **£84.1 million**.

## Recent and planned developments within 500m of Garden Bridge on the South Bank

- Doon Street: 329 private flats, the new headquarters for Rambert Dance Company, and 900 m<sup>2</sup> commercial in 43 storey tower.
- National Theatre: £80 million workshop extension, a new bar on the riverfront and the remodelling the Cottesloe theatre and surrounding workshops.
- 1 Blackfriars Road: 163 m tower with 52 floors of 74,000 m<sup>2</sup> and 275 flats.
- 20 Blackfriars Road: a £200 million scheme with two towers of 23 and 42 storeys providing 286 residential units and 18,000 m<sup>2</sup> commercial.
- 46-49 Blackfriars Road: An 18,600 m<sup>2</sup> development comprising a 182 bed Novotel and 297 bed Ibis.
- 240 Blackfriars Road: a £65 million scheme with a 19 storey tower providing 20,000 m<sup>2</sup> of offices and 10 apartments. UBM have taken have taken 9,800 m<sup>2</sup>.
- Sampson House/Ludgate House: a 145,000 m<sup>2</sup> including 489 flats, 45,000 m<sup>2</sup> of office space, 2,600 m<sup>2</sup> retail, 2,000 m<sup>2</sup> community uses and 1,000 m<sup>2</sup> gym.
- South Bank Tower: A refurbishment of 30 storey building including the additional of 11 additional floors proving 34,000 m<sup>2</sup> of office space and 6,700 m<sup>2</sup> of retail
- Sea Containers House: Refurbishment and addition of a 9 storey building and 359 bed Mondrian hotel opening in 2014.

These potential uplifts in development value suggest that there is a good case to consider a range of mechanisms to capture the development value to support the construction and longer term maintenance of the Garden Bridge including development contributions (S106, CIL) or other levies.

### ***Impacts on current businesses and property***

With increased footfall in the areas leading to and from the Garden Bridge as well as being known as a high profile destination, the Garden Bridge can be expected to affect the income generated by nearby businesses and the value and yield of existing property. With around 7 million visitors forecast the effects can be expected to be particularly strong on the North Bank due to its low levels of current footfall around Arundel Street.

While a detailed study would be required to assess the aggregate impact initial estimation for four business on the South Bank and two new developments near to

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the northern landing point have been assessed. The positive impacts of the Garden Bridge are estimated to be £13.5 million each year.

## Current Businesses

The potential positive effects on just five commercial suggests that a 5% enhancement could result in increased revenues of £4 million each year and also support increased levels of employment.

- The turnover of the **National Theatre** was £54 million in 2008/9 and 54% or £29 million from commercial sources comprising ticket sales and restaurant revenue. A 5% increase in commercial receipts resulting from the positive effects of the Garden Bridge would be worth £1.45 million each year.
- Covering 21 acres, the **South Bank Centre** including the Royal Festival Hall had 21 million visits in 2012/13 and employs 470 staff. Turnover is £42 million of which £21 million is commercial revenue resulting from various sources including one million ticket sales each year. The South Bank Centre also raises around £4 million a year in donations. A 5% increase in commercial receipts resulting from the positive effects of the Garden Bridge would be worth £1.05 million each year and support an additional 23 jobs.
- Opening in 2014, the new **Mondrian Hotel** in Sea Containers House will have 359 beds and around 215 staff<sup>30</sup>. Using London average of occupancy rate of 82% and an average daily rate of £138<sup>31</sup> the turnover would be approximately £14.7 million each year from rooms alone. A 5% increase in room receipts resulting from the positive effects of the Garden Bridge would be worth £0.73 million each year.
- The **Oxo Tower** comprises a 500 seat restaurant on the eight floor operated by Harvey Nichols, 78 flats on floors two to seven managed by Coin Street Community Housing Co-operative and two floors of designer stores, gallery space and retail. Assuming the restaurant achieves 300 covers a day an average cost of £30 a head the annual turnover of the restaurant is £3.3 million each year. A 5% increase in restaurant receipts resulting from the positive effects of the Garden Bridge would be worth £0.17 million each year. There would also be positive impacts on the commercial activities located on the lower floors.
- The turnover of **Somerset House** was £12 million in 2012/13 (excluding an exceptional one-off receipt from HMRC). A 5% increase in receipts resulting from the positive effects of the Garden Bridge would be worth £0.6 million each year.

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<sup>30</sup> At a rate of 1.67 bedrooms per employee.

<sup>31</sup> PWC – UK Hotels Forecast 2014.

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## Planned Developments

The Garden Bridge and its high levels of footfall on the North Bank will enhance the performance of a range of businesses located in this area. Given their proximity to the new bridge the impacts at One Arundel Great Court and 190 Strand have been estimated and this is where the greatest impacts can be expected to occur. Together these effects could amount to £9.5 million each year (gross).

### One Arundel Great Court

- The **new 116 room hotel** would benefit from the Garden Bridge. As before, using the London average of occupancy rate of 82% and an average daily rate of £138<sup>32</sup> the turnover would be approximately £4.8 million each year from rooms alone. A 5% increase in room receipts resulting from the positive effects of the Garden Bridge would be worth £0.24 million each year.
- The **8 retail units** have a gross floorspace of 2,993 m<sup>2</sup>. Assuming 75% of the floorspace is available for convenience / comparison retail activities<sup>33</sup> and the high levels of new footfall accounts for 30% of revenue, this is worth £6.73 million each year due to the Garden Bridge.
- The **54,253 m<sup>2</sup> of office space** is estimated to achieve £50 psf in line with other Grade A specification buildings in the area<sup>34</sup> and, allowing for 20% voids, a 5% uplift on rental yields would be worth £1.17 million each year.

### 190 Strand

- The **2 retail units** have a gross floorspace of 443 m<sup>2</sup>. Assuming 75% of the floorspace is available for convenience / comparison retail activities<sup>35</sup> and the high levels of new footfall account for 30% of revenue, this is worth £1 million each year due to the Garden Bridge.
- The **restaurant** (608 m<sup>2</sup>) is estimated to achieve a turnover of £2.4 million each year assuming revenue per m<sup>2</sup> of £4,000. The high levels of footfall due to the Garden Bridge account for 30% of this revenue, worth £0.36 million each year.
- In addition there is a planned leisure / gym use plus a business centre but these have been excluded from the estimation.

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<sup>32</sup> PWC – UK Hotels Forecast 2014.

<sup>33</sup> Assumed sales density of £10,000/sqm. GLA London Town Centre Assessment (2005) found that sales density in the West End was £11,556/sqm in 2001. Sales density for major convenience retailers (e.g. M&S, Sainsbury's and Tesco) ranged from £9,300/sqm to £19,400/sqm in 2005.

<sup>34</sup> For example MidCity Place, 71 High Holborn is currently being marketed at a rent of £62.50 psf.

<sup>35</sup> Op cit GLA (2005).

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In April 2014 the average asking price for residential property in the local area was between £1.2 and £1.8 million with about 740 properties available for sale (through Zoopla). Purchasers of these properties will be paying between £60,000 and £90,000 in Stamp Duty Land Tax (at the 5% band rate). Local monthly rents are between £2,100 and £3,350 pcm.

Residential Property Market	Zed Index	Average Current Asking Price (April 2014)	Properties for Sale	Average Current Rent (pcm, April 2014)	Properties to Rent
Waterloo, Bermondsey, South Bank, Borough (SE1)	£595,000	£1,250,000	596	£2,200	1745
Holborn, Strand, Covent Garden (part of WC2)	£997,000	£1,800,000	105	£3,350	587
Fleet St, Temple, Blackfriars, St Pauls (part of EC4)	£696,000	£1,200,000	39	£2,100	533

Source: Zoopla. The Zed-Index is the current average Zoopla Estimate of home values in any given area. The Zed-Index is calculated as the mean of all Zoopla Estimates within any given geography.

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## Appendix D – tourism benefit calculations

### Option 5 (Garden Bridge)

#### Calculation

#### Inputs

This section describes all of the inputs that have been taken from various sources and form the basis of the estimate described.

- Annual Visitors to London = 15 Million<sup>2</sup>
- Percentage of visits including visit to park / garden = 64%<sup>2</sup>
- Average spend per night = £125<sup>2</sup> (2013 Prices)

#### Assumptions

This section describes the assumptions made in estimating the additional revenue from tourism.

- 1% of international visitors who visit a park or garden during their visit to London would spend an additional hour in London on average as a result of a Garden Bridge being built. This assumption is discussed further below.
- Given a spend per night of £125 on average, the spend per each additional hour of time spent in London on average, is £125 / 24 hours = £5.21.

An assumption of 5% of the 64% of 15 million visitors as outlined above would be:

$$0.01 \times 0.64 \times 15 \text{ Million} = 480,000$$

In order to put this into context, the Table below shows the annual number of visitors to attractions / infrastructure which has at least some features in common with the Garden Bridge options. This shows that the 480,000 visitors assumed to spend an additional hour on average in London with a garden Bridge in place is equivalent to just 13% of the visitors to the London Eye which is the attraction in the table with the lowest number of visitors. It is also just 7% of the projected Garden bridge users.

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Table: Annual visitors to attractions and crossings

(Attraction	Number of Visitors per annum
London Eye	3.75 Million <sup>36</sup>
Millennium Bridge	6 Million
Hungerford Bridge	8.4 Million
Blackfriars Bridge	4.2 Million
Waterloo Bridge	4.7 Million
High Line, New York	4.4 Million
Hyde Park	5.3 Million <sup>37</sup>
Kensington Gardens	7.0 Million <sup>4</sup>
Garden Bridge (Estimate)	7 Million

Source (Unless otherwise referenced): Demand Forecasting for Garden Bridge, Arup 2013)

## Calculation of Additional Revenue

The additional revenue can be calculated as follows:

Number of visitors spending an extra hour on average in London (A) = 480,000

Spend per extra hour spent (B) = £5.21

Total extra annual revenue from tourism = £5.21 \* 480,000 = £2.5Million.

Over a 60 year appraisal period this would be **£62 Million** in 2014 prices (discounted).

<sup>36</sup> <http://www.londoneye.com/Sitelmages/Assets/8/EELE1018%20%281-11%29%20Press%20Pack%20Final%20low%20res.pdf>

<sup>37</sup> Visitors to the Royal Parks: Results of Steady State Count, Aug 2007

# Transport for London

## Appendix E – benchmarking with the High Line, New York

### Notes on tourism, comparison with High Line, New York, by EFTEC for TfL, 2014

There are some similarities between New York City's High Line and the proposed Garden Bridge project in London. These include the elevated garden / park aspect, as well as their location within two of the most populated 'Western' cities on the planet. A comparison to visitor numbers to the High Line in New York City may therefore provide an indication of the number of visitors likely to visit the Garden Bridge in London.

In 2013, New York City had around 54.3 million visitors, around 11.4 million of which were international visitors (or ~ 21% of total visitors) (NYC&Co, 2014). The High Line receives around 4.4 million visitors each year, or roughly 8% of total visitors to NYC. Of these 4.4 million, around half are residents of NYC, with the remaining half being split between international and domestic visitors (thehighline.org).

London had around 29.1 million visitors in 2013, roughly 17 million international visitors (or ~ 58% of total visitors) (ONS, 2014).

Applying the ratio of NYC visitors who visit the High Line (~ 8% of total visitors) to London, the Garden Bridge may attract around 2.4 million visitors. Applying the ratio of international to domestic visitors for London, around 1.4 million of these visitors may be international.

Table 1 provides a range of potential visitor numbers and expenditure, based on the direct High Line (above) comparison calculation (considered the 'High' scenario) and expenditure assumptions provided by TfL. 'Low' estimates are based on 50% of the direct High Line comparison calculation, with 'Central' estimates representing the mid-point between the two (or 75% of the 'High' scenario).

**Table 17: Potential tourism numbers and expenditure per annum, based on comparison with High Line**

Potential tourism numbers and expenditure per annum based on comparison with High Line			
	Low	Central	High
Number of visitors	680,015	1,020,022	1,360,029
Potential expenditure	£3,542,877	£5,314,315	£7,085,754
PV 60	£91,469,283	£137,203,924	£182,938,566

Notes:

1. A 3.5% discount rate was used.
2. Based on TfL estimated expenditure of £5.21.
3. Assuming constant number of visitors and expenditure over the 60 year time horizon.



# Transport for London

## References

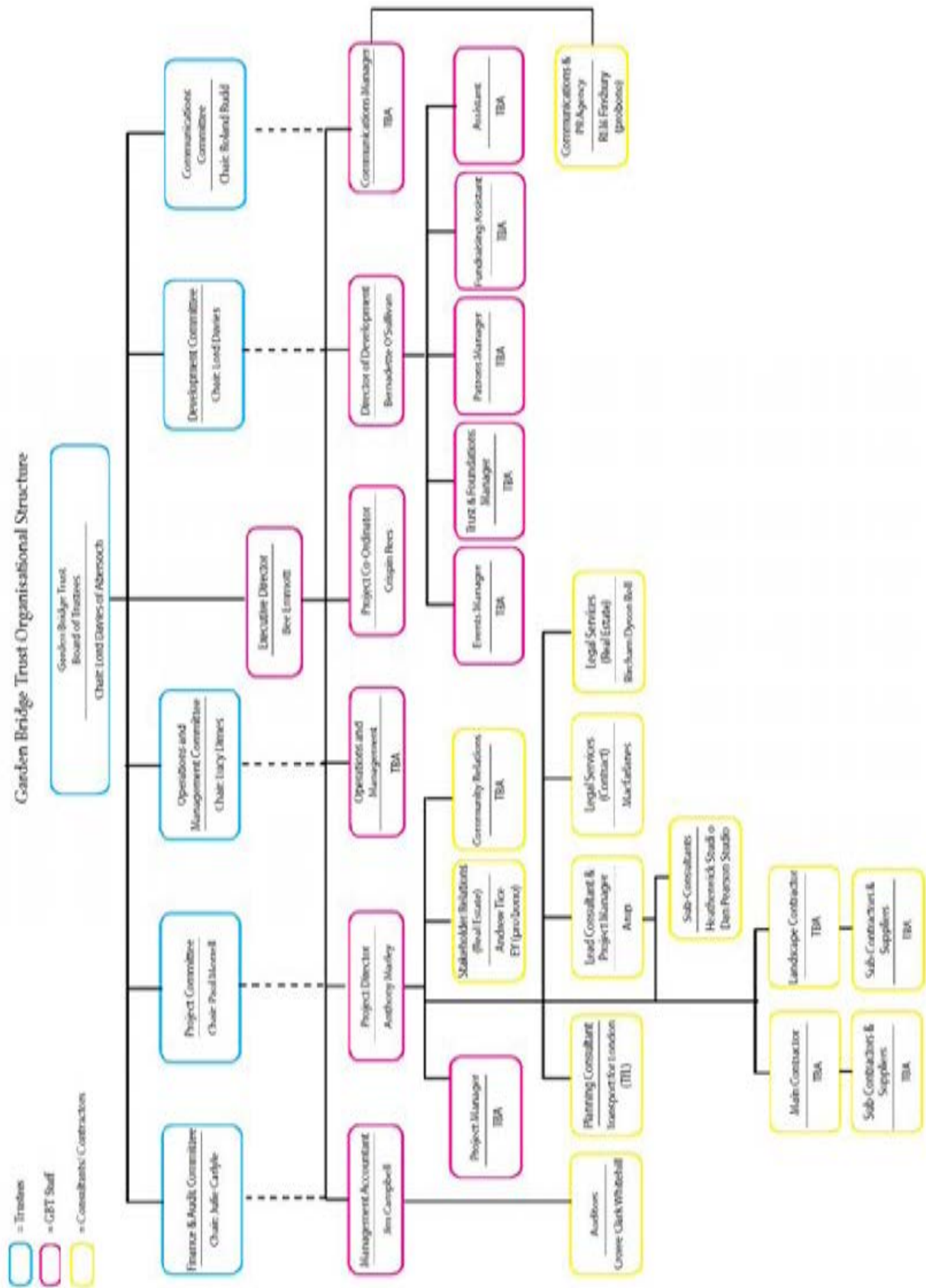
NYC&Co (2014). History of International Travel to NYC. Available Online: [http://www.nycandcompany.org/assets/files/pdf/History-of-International-Travel\\_2005-2013\\_PublicUse\\_012214\\_rb-dk.pdf](http://www.nycandcompany.org/assets/files/pdf/History-of-International-Travel_2005-2013_PublicUse_012214_rb-dk.pdf)

ONS (2014). Part of Travel Trends, 2013 Released on 08 May 2014. Available Online: <http://www.ons.gov.uk/ons/rel/ott/travel-trends/2013/sty.html>

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# Transport for London

## Appendix F – Garden Bridge Trust organogram



# Transport for London

## Appendix G – Further supporting information

*Measuring the economic and wider impacts of public parks*

*- Report from Peter Neal Consulting Ltd*

*Support for the Garden Bridge Business Case: Review of Evidence*

*- Report from EFTEC*

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## The Garden Bridge

### **Measuring the economic and wider impacts of public parks**

Developing the evidence base for the outline business case

Transport for London

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- 1.0 Introduction
- 2.0 Direct economic impacts of public parks
- 3.0 Wider social, cultural and environmental benefits
- 4.0 Park Precedents
  - The High Line, New York
  - Promenade Plantée, Paris
  - Reading Viaduct, Philadelphia
  - Bloomingdale Trail, Chicago
  - Queen Elizabeth Olympic Park, London

DRAFT - 31 March 2014

Prepared by Peter Neal Consulting Ltd.



Heatherwick Studio

View north from the South Bank of the proposed Garden Bridge

## 1.0 Introduction

This scoping paper has been commissioned by Transport for London (TFL) to inform the development of the outline business case for the proposed Garden Bridge. The project is planned to be constructed across the River Thames from the north bank, adjacent to the Temple tube station, to the south bank, near to the National Theatre, Gabriel's Wharf and the Bernie Spain Gardens.

In size, the span of the bridge will be around 370m with a varying width up to 30m at its widest point. This pedestrian crossing over the river will provide a strategic link between the West End, Covent Garden and the City to the South Bank and Waterloo Station. The green promenade is to be planted with trees, flowering shrubs, herbaceous plants and grasses providing a type of elevated urban park and public space in the heart of London.

To develop the methodology and content of the business case TFL needs to establish specific criteria for assessing the economic return on investment along with the wider direct and indirect benefits than can be gained by the project. This paper sets out recent practice and precedents that can be used to calculate the economic impact and wider benefits from investing in public parks.

## 1.1 Economic return

It is an established fact that well designed and managed parks make a positive impact on land and property values and can contribute to the wider economy. Ever since the Prince Regent commissioned Nash to transform Regents Park, London has created parks for both their economic and wider amenity benefits. The Georgian squares and gardens of Bloomsbury, Kensington and Knightsbridge along with the large Victorian parks of the 19<sup>th</sup> century provide plenty of examples. More recently the Thames Barrier Park, opened in 2000, and the Queen Elizabeth Olympic Park, created for London 2012, were built in part to attract and enhance development at specific locations

in the city and provide wider economic benefit to their surrounding area. Section Two of this paper summarises published research and provides examples of the empirical evidence that has been used to demonstrate the economic return from public parks.

## **1.2 Wider direct and indirect benefits**

Through history parks have been built for social, cultural, health and environmental benefit and there is now a developing body of research that has started to analyse and quantify these wider returns. Such motives for investing in parks are becoming increasingly important for many global cities currently choosing to create new or improve existing public parks.

Paris developed an international reputation in building a number of innovative new parks towards the end of the twentieth century, Copenhagen is constructing a network of parks within its new city district of Ørestad and New York has spent a considerable amount of money on a series of waterfront parks surrounding lower Manhattan over the last ten years. In London a number of new city districts are also investing heavily in new parks and public spaces including the Nine Elms Linear Park, over ten new parks, gardens and squares at Kings Cross and more than two hectares of parkland proposed for the Earls Court regeneration. All are planned to deliver a mix of direct and indirect return on investment and these benefits are described in further detail in Section Three.

## **1.3 Park precedents**

In many ways the Garden Bridge is a unique project. Whilst London and many other cities have built a number of iconic pedestrian bridges in recent years, few include planting to any great extent. Very few planted bridges currently exist which will be part of the allure and draw of the Garden Bridge. Mile End Park in Tower Hamlets does have a short green bridge that links two separate sections of the park and there is the heavily planted Bridge of Flowers in Shelburne Falls, Massachusetts.

There are however a growing number of elevated parks that offer a relatively comparable public realm and pedestrian environment. Most have been created through the reuse of redundant rail lines and the best known examples are the Promenade Plantée in Paris, opened to the public in 1993, and New York's iconic High Line, which completed the first phase of development in 2009. In addition there are new elevated rail parks proposed in the United States for St Louis, Chicago and Philadelphia and several more planned at grade or above in Europe, Canada, Australia and Asia<sup>1</sup>. In the UK there are early proposals for a skypark over the Duddeston Viaduct in Digbeth, Birmingham, and an emerging scheme for a new elevated park over London's historic Bishopsgate Goodsyard.

With the exception of the High Line, there is limited empirical evidence of the economic impact these parks already have or are likely to have in the future although they do provide useful points of reference for the Garden Bridge. Section Four provides a summary of key park precedents that could be used to inform and illustrate the developing business case for the project.

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<sup>1</sup> Untapped cities (2013) *10 Plans for Elevated 'High Line' Parks Around the World*, Nancy Li 12/04/13. See: <http://untappedcities.com/2013/12/04/10-plans-for-elevated-high-line-parks-around-the-world-petite-ceinture-bloomingdale-trail-reading-viaduct/>



*Sections of the Hudson River Park in New York has been shown to add 20% to the value of adjacent properties*

## 2.0 Direct economic impacts of public parks

There is a growing literature on the economic impact of public parks and green spaces. Whilst this is still a developing discipline a number of studies can be used to inform the business case. In the UK much of this work has been led by public organisations including the GLA, CABE Space, Forest Research and Natural England. Academic bodies including Imperial College in London and Sheffield Hallam University, along with a number of specialist economic consultancies, have undertaken a number of recent studies. Although some research has focussed specifically on the economic benefit of parks and green spaces most of the recent studies have concentrated on the broader returns gained from green infrastructure and ecosystem services. Key references include:

- 2003 - GLA Economics, *Valuing Greenness - Green spaces, house prices and Londoners' priorities* (Updated in 2010) [01]
- 2005 - CABE Space, *Does Money Grow on Trees?* [02]
- 2008 - Natural Economy Northwest, *The economic benefits of Green Infrastructure: The public and business case for investing in Green Infrastructure* [03]
- 2010 - GLA Economics in Working Paper 42, *Valuing housing and green spaces: Understanding local amenities, the built environment and house prices in London* [04]
- 2010 - Forest Research, *Benefits of Green Infrastructure* [05]
- 2012 - Forest Research, *Economic benefits of greenspace* [06]
- 2013 - eftec/Sheffield Hallam, *Green Infrastructure's contribution to economic growth* [07]

The United States provides more detailed methodologies and techniques for assessing the specific economic value that public parks deliver. These have been developed by dedicated parks organisations such as the Center for City Park Excellence based within the Trust for Public Land (TPL), the City Parks Alliance and New Yorkers for Parks. There is also a strong academic literature

produced by John Crompton and colleagues at Texas A&M University. In addition a small amount of research is starting to be developed by the Parks Forum<sup>2</sup> in Australia and New Zealand although most of this relates to developing valuing methods for nature parks and wider conservation areas.

Key references from abroad include:

- 2000 - J. Crompton, *The impact of parks and open space on property values and tax base* [08]
- 2002 - American Planning Association, *How cities use parks for Economic Development* [09]
- 2005 - J. Crompton, *The impact of parks on property values: empirical evidence from the past two decades in the United States* [10]
- 2006 - Trust for Public Land, *The Benefits of Parks* [11]
- 2007 - J. Crompton, *The Impact Of Parks And Open Spaces On Property Values* [12]
- 2008 - Urban Land Institute (ULI), *Urban Design and the Bottom Line* [13]
- 2009 - Trust for Public Land, *Measuring the Economic Value of a City Park System* [14]
- 2010 - National Recreation and Park Association, *Measuring the Economic Impact of Park and Recreation Services* [15]
- 2013 - IPFRA, *Benefits of Urban Parks, A systematic review* [16]

In addition there have been a small number of studies in the United States that have calculated the economic value of specific parks or park systems. The key references for these are:

- 2008 - Trust for Public Land, *How Much Value Does the City of Philadelphia Receive from its Park and Recreation System* (one of many studies for particular US cities) [17]
- 2008 - Friends of Hudson River Park, *The impact of Hudson River Park on property values* [18]
- 2009 - Appleseed, *Valuing Central Park's Contributions to New York City's Economy* [19]
- 2011 - Texas A&M University, *Millennium Park, Quadruple net value report* [20]

## **2.1 Context of the business plan**

It is important to establish the key perimeters of the project that will provide the framework and context for the business plan. These may be split between the bridge and its immediate setting and the wider geographic catchment to the north and south of the river. From this it may be possible to identify both the direct economic return from the project and the wider impact it may have on the surrounding economy both for construction and during its operation over an agreed period of time.

Key parameters include:

- Defining the immediate project boundary and wider catchment of the bridge
- Areas of park and public space that will be created and improved
- Current pedestrian and traffic flows and use of public transport facilities
- Pedestrian capacity, pedestrian flows and wider connectivity created by the bridge
- Adjacent construction and development associated with the project
- Direct opportunities for concessions, retail outlets and business development
- Wider development opportunities within the defined catchment of the bridge
- Current commercial, retail and residential baseline including property and rental values

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<sup>2</sup> Parks Forum (2013) *Economic Value of Parks, Establishing the need for an industry wide approach*



## 2.2 Economic criteria

There are a number of common criteria that are used to measure the economic impact of individual parks and wider park systems. Work by the TPL suggest seven major factors that should be considered – property value, tourism, direct use, health, community cohesion, clean water and clean area – and can be enumerated. Two of the criteria provide *direct income* through tax generated by increased property value and increase sales tax on the proportion of spending than can be attributed to tourists and visitors specifically drawn to visit particular parks.

TPL also calculates the *collective wealth* gained through property appreciation and revenue from tourists and visitors, *direct savings* through free use, improved health and better community cohesion and *environmental savings* from the natural systems that are at work within a park. With these criteria geared towards parks in the traditional sense, not all will be applicable in assessing the impact of the Garden Bridge.

In building the business case it is suggested that the following four criteria may be considered to calculate the economic return. All are commonly used as indicators in several of the studies referenced.

## 2.3 Land and property value

A key feature of well-designed and well-managed parks is their ability to increase land and property value. The challenge for public investment is to find reliable ways to recoup a proportion of this investment back as public benefit. It is worth noting that the co-founders of the High Line<sup>3</sup> consider one of the biggest lessons for their project has been the failure to capture much of the value it has generated for others. It has been calculated that more than \$2bn that has been invested in the surrounding district as a direct result of the High Line's design and construction.

Ground rents, levies and service charges are often used as a means to recapture some of this value, but this may not be an option for the Garden Bridge. However it may be possible to calculate the increase in sales tax (Stamp Duty) from the sales of properties that are likely to increase in value from proximity to and association with the bridge. It may also be possible to calculate the increase in council taxes and business rates in a similar manner. In the United States this uplift in taxation provides a mechanism for investing public funds on park projects and is known Tax Increment Financing. Specific criteria may include:

- % of new retail, hotel, office and residential units constructed through direct and wider development associated with the bridge
- % increase in property, office and hotel rents adjacent to the bridge
- % increase in residential and commercial value attributed to views of the bridge
- Increase in revenue from increasing rents and leases for properties close to the bridge
- Increased resale values on properties adjacent to the bridge

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<sup>3</sup> BBC News Magazine (2012) *New York's High Line: Why cities want parks in the sky*, Robin Banerji 11/10/12 See: <http://www.bbc.co.uk/news/magazine-19872874>

CABE Space<sup>4</sup> found that there can be wide variations in the uplift in property values which can be up to as much as 34%, although properties adjacent to a park 'generally clustered at around a 5% to 7% premium over an identical property in the same market area, but outside of the influence of the park'. GLA<sup>5</sup> research notes that 'the presence of a regional or metropolitan park within 600 metres was found to add between 1.9% and 2.9% to total house value'. In the United States research from Dayton, Ohio<sup>6</sup>, found 5% of the selling price of homes near the Cox Arboretum and Park was attributable to the proximity to that open space. Whilst the impact of Chicago's Millennium Park<sup>7</sup> found that over six years 'rents in apartment buildings adjacent to the park increased 22.4% since the park opened in 2004'.

## **2.4 Direct use, income and return on investment**

This benefit is split between that which can be captured as a direct return on public investment and that which is generated as a wider benefit. This is described by the TPL as the collective wealth that may be generated by a park. Some direct public income can be captured through standard contributions from development gain. It may also be taken through concessions or rents generated directly by any publicly owned assets associated with the park. In addition the 'willingness to pay' for benefits that are free of charge that represent a saving or benefit to park users may be calculated. This may not be an appropriate criteria for the Garden Bridge which is specifically planned to be free to access as are all other bridges across the Thames. Specific criteria may include:

- Direct spending, rents or service charging that can be recouped by the public sector
- Development contributions including s106 planning gain and contributions to the Community Infrastructure Levy
- Indirect income generated by vendors in the park or from adjacent businesses, eg gift shops, restaurants, cafes and bars
- Indirect income generated privately through development and the growth of businesses associated with the bridge

Although very different in stature and character to the Garden Bridge, it has been calculated that New York's Central Park<sup>8</sup> generated \$135.5m in 2007 through the concessions and other businesses and organizations in the park. Using employment data supplied by the businesses and other organizations that operate in the park it was estimated that this directly generated \$6.2m in New York City income, sales, and business taxes. It was also calculated that the Department of Parks and Recreation collected \$8.7m in concession permits and \$1.1m in special events permits.

Whilst a much smaller example, concessions and the commercial hire of London's Potters Fields Park generate the majority of its operating costs each year. When projected over several years this represents a significant economic value and return for the park and it will be important that the Garden Bridge considers income generating opportunities at an early stage of its development.

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<sup>4</sup> CABE Space (2005), *Does Money Grow on Trees?* Summary p6

<sup>5</sup> GLA Economics (2003 & 2010), *Valuing Greenness - Green spaces, house prices and Londoners' priorities.*

<sup>6</sup> CABE Space (2005), *Does Money Grow on Trees?* Full report p12

<sup>7</sup> Texas A&M and DePaul University (2011) Millennium Park, Quadruple net value report, p29

<sup>8</sup> Appleseed (2009) *Valuing Central Park's Contributions to New York City's Economy*, p52



Peter Neal

*The High Line spends \$5m annually and employs 36 operational staff directly involved in maintaining and running the park*

## 2.5 Job creation through construction and maintenance

This is a relatively straight forward metric for assessing the employment and job creation impact of the bridge. It should look to include direct employment during construction as well as the long term maintenance of the park landscape and bridge structure. It may also assess the impact of associated job creation and employment generated by additional construction and business activity within the catchment of the project during construction and over the long-term. Specific criteria may include:

- Construction cost of bridge including capital generated through private sources
- Estimated job creation by both the project and by associated supporting activities
- Increase in construction, development and improvement adjacent to bridge
- Long-term job creation generated by increase in business supported by the bridge
- Staffing for the maintenance and management of the bridge over the long-term
- Annual costs spent for maintenance of the park

It is estimated that the construction of the Garden Bridge will cost approximately £150-170m. The first two phases of the High Line cost \$153m / £92.4m (by 2012) with the third stage estimated to cost a further \$90m / £54.2m (2014). The Promenade Plantée is estimated to have cost £15.3 (1998 figures). The budget for the Queen Elizabeth Olympic Park varies depending on which elements of enabling works are included but has been recorded to be approximately £200m for the construction of the park and adjacent green spaces.

It has been calculated that construction adjacent to the Millennium Park in Chicago<sup>9</sup>, valued at \$2.45bn, created over 70,000 additional construction jobs. Of this, more than 23,000 were direct jobs in construction, over 11,000 from indirect and 35,000 from induced job creation. Staffing for the management of the High Line includes 36 operational staff directly involved in maintenance of the park although the Friends of the High Line employs over 80 people. The annual operating budget is \$5m, although additional staffing and activity costs increase this to \$7.6m annually.

## **2.6 Tourism value**

The return from the tourist economy is expected to play an important part of the business case. Parks have been shown to benefit from considerably higher numbers of tourists than traditional visitor destinations. For example Clissold Park in Hackney enjoys the same number of visitors as the National Portrait Gallery and considerably more than St. Pauls Cathedral (2.1m, 2.1m and 1.8m respectively). Quality parks have also been shown to boost the tourist economy. Visit Britain<sup>10</sup> has found that of the 31 million tourists visiting Britain over a third enjoy visiting a park or garden, one of the most popular activities ranking above visiting a museum, castle, historic house or art gallery.

Calculating the economic contribution will require estimates of the number of people specifically coming to visit the bridge and their expected spending patterns for day visitors and those that stay overnight. Specific criteria may include:

- Projected number of annual visitors
- Projected number and catchment of annual events (if any)
- Direct spending generated from tourism and general use
- Tax revenue generated from tourism and general use

The TPL has undertaken some of the most details analysis of tourist spending for parks in the United States. A study on the spending of tourists who visited San Diego<sup>11</sup> specifically because of their parks was calculated to generate around \$114m in additional visitor spending per year and over \$8m in tax revenue for the city (2006). Millennium Park in Chicago<sup>12</sup> has 5m visitors annually and it has been projected that gross sales from visitor spending is £1.9-2.6bn (ten year estimate to 2015).

In addition to the direct draw that the Garden Bridge will have for tourists and visitors it will also play an important role in providing an important pedestrian-friendly tourist connector linking a number of other tourist attractions. This will contribute to enhancing the wider visitor experience along the Thames and increase the broader tourist offer and within central London.

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<sup>9</sup> Texas A&M and DePaul University (2011) Millennium Park, Quadruple net value report, p35

<sup>10</sup> Visit Britain (2013) *Overseas visitors love our parks and gardens*. See: [www.visitbritain.org/mediaroom/pressreleases/parksandgardens.aspx](http://www.visitbritain.org/mediaroom/pressreleases/parksandgardens.aspx)

<sup>11</sup> Trust for Public Land (2009) *Measuring the Economic Value of a City Park System*, p4

<sup>12</sup> Urban Land Institute (2008) *Urban Design and the Bottom Line*, p136



<http://www.bridgeofflowersmass.org/gallery.html> / Phil Haber Photography

*The Bridge of Flowers in Shelburne Falls, Massachusetts – one of the few other planted bridges in the world*

### 3.0 Wider social, cultural and environmental benefits

In addition to the direct economic return that can be gained from investing in public parks there are a number of wider direct and indirect social and environmental benefits that may be considered as criteria for the business case. The extensive evaluation of Chicago's Millennium Park used a quadruple benefit methodology described in the ULI's Urban Design and the Bottom Line. Net value metrics for real estate projects were determined for the sustainable; social and cultural; economic; and, sensory and environmental attributes.

In the UK, early research from CABI Space on The Value of Public Space<sup>13</sup> compiled empirical research on economic values along with impacts on physical and mental health; benefits for children and young people; reducing crime and the fear of crime; social dimensions; movement between spaces; and, the value from biodiversity and nature. More recently research into the valuing of green infrastructure and ecosystem services<sup>14</sup> has been structured around four key service attributes that were initially set by Millennium Ecosystem Assessment in 2005. These are Cultural Services, Provisioning Services, Regulating Services, and Supporting Services. Whilst the provisioning and supporting attributes are less likely to provide appropriate metrics for the business case, some of the cultural and regulating services may provide suitable criteria to consider.

<sup>13</sup> CABI Space (2004) *The Value of Public Space, how high quality parks and public spaces create economic, social and environmental value*. Commission for Architecture and the Built Environment, London.

<sup>14</sup> UK National Ecosystem Assessment (2011). *The UK National Ecosystem Assessment: Synthesis of the Key Findings*. UNEP-WCMC, Cambridge.

It is anticipated that the parallel review of evidence for the Garden Bridge business case being undertaken by ettec will set out evidence of metrics used to measure the wider economic, social and environmental impacts that can be gained from green infrastructure. The following table provides evidence of some additional benefits that can be gained specifically from investing in public parks and the wider public realm. The reference numbering relates to key studies referenced and numbered within this report.

<i>Criteria</i>	<i>Reference</i>
<b>3.1 Social and community benefits</b>	
A Physical health benefits - can be gained from greater pedestrian connectivity as 'even small increases in walking and cycling could benefit our health'	26/p6 ref 7
B Active lifestyle benefits - can be demonstrated to generate savings in health care savings. TFL has established a Public Health Benefits Calculator for assessing the health benefits of public parks.	14/p7-8
C Psychological benefits - when in proximity to nature, people have a more positive outlook on life, with higher life satisfaction and lower stress levels	23/p27
D Community participation benefits - establishing friends and park user groups provides opportunities for fundraising and participation in management. Volunteer time and monetary value can be calculated for this.	14/p9-10 25/p48
<b>3.2 Cultural and amenity benefits</b>	
A Visual amenity benefits - enhancing the visual amenity and character of the area increases users and adds value to both property and businesses	13/p140-1
B Brand association benefits - it has been shown that the place branding of urban districts and businesses includes associations with well-designed and managed parks	20/p24-25 24/p3-4
C Cultural benefits - can be derived directly from events and activities run exclusively by parks or in association with surrounding urban districts.	14/p6 20/p14
D Public art benefits - the installation and use of public art and cultural programmes enhances perception, profile, media interest and increases visitor numbers	19/p27 20/p15-16
<b>3.3 Urban Design and Placemaking benefits</b>	
A Character benefits - there is evidence of a relationship between the greenery, aesthetics and upkeep of parks and surrounding neighbourhoods and increased use and physical activity.	26/p12 ref 26 22/p15
B Safety benefits - well designed and managed parks can be shown to reduce crime and the fear of crime, lower reported crime and increase in public use	13/p253 20/p7

C	Accessibility benefits - improved access to public transport and better facilities for disable people can improve use and activity.	20/p66-7 22/p11
D	Pedestrian capacity benefits - increase in quality of pedestrian routes enhances value and better capacity will reduce overcrowding across the public realm	21/25

### 3.4 Environmental benefits

A	Environmental education benefits – opportunities for participating in planned events and activities along with interpretation resources can increase learning	19/p11 20/p48-49
B	Carbon reduction benefits - increased green space supporting walking and cycling contributes to carbon savings and reduces carbon emissions	14/p13-14 20/p44-6
C	Urban biodiversity benefits – green space can provide important habitat for flora and fauna and green corridors can support the movement of birds and insects	05/p171
D	Air quality benefits – green spaces, and trees in particular improve air quality through filtering particulates and can reduce peak summer temperatures	05/p70-5 14/p13-14

Additional references for wider benefits:

- 2007 - CABE Space, *Paved with Gold, the real value of good street design* [21]
- 2007 - Centre for Public Health, *Returning urban parks to their public health roots*. Liverpool John Moores University [22]
- 2007 - Journal of Public Mental Health v6/i3, *People and green spaces: promoting public health and mental well-being through ecotherapy* [23]
- 2010 - Konijnendijk, *Green Cities, Competitive Cities, Promoting the Role of Green Space in City Branding* [24]
- 2012 - Greenspace, *Community Networking Project* [25]
- 2013 - RIBA, *City Health Check, how design can save lives and money* [26]



P Neal / Map - Friends of the Highline

The High Line New York

#### 4.1 Park Precedents - The High Line, New York

##### Key Facts

- Rail line built in 1931 and ceased operation in 1980
- Friends of the High Line (FHL) established in 1999
- Design competition held in 2003, construction started in 2006 phase one opened in 2009
- 1.45m / 2.33km in length, 4.7 acres / 1.9 hectares in area (2009)
- Total cost of the project (by 2012) was \$153m / £92.4m, plus \$90m for phase three railyards
  - \$112.2m from NY City, \$20.7m from Federal Government, \$0.7m from NY State
  - \$19.4m raised by (FHL) - \$12.5m fundraising, \$6.9m developer contributions
- Total annual operating budget \$7.6m including \$5m direct operational costs
  - Maintenance calculated to be \$671,641 per acre (New York Post)

##### Economic Data

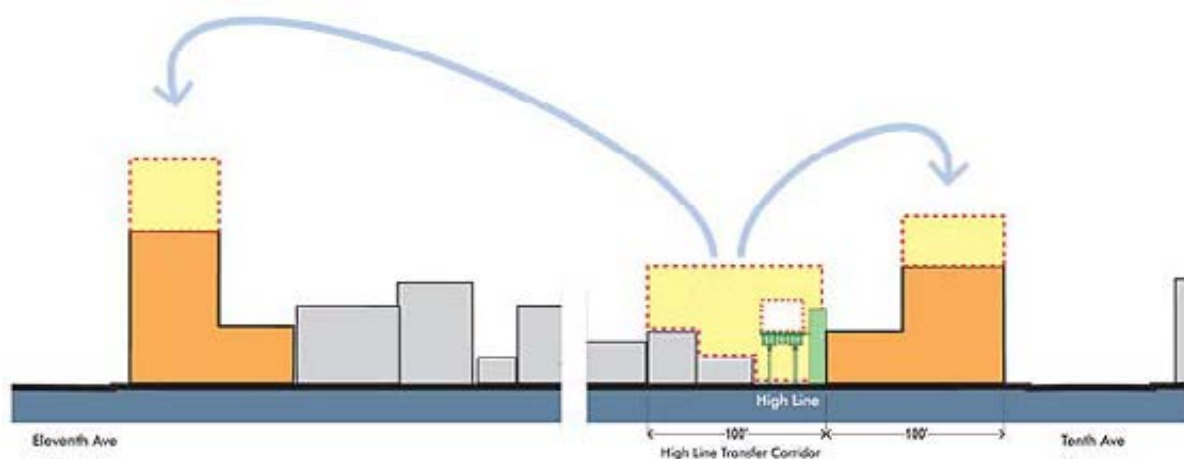
- Over 3.7m people visited in 2011 and over 4.4m in 2012 with 50% out of state
  - At peak times approximately 20,000 visit the high line per day
- 60% increase in population of surrounding district between 2000 and 2010
- 29 major development projects (19 complete, 10 underway in 2013)
- More than \$2bn private investment since 2006
  - Estimated \$900m (£563m) in new residential and commercial development (2007)
  - Estimated \$262m (£164m) in tax revenues over 20 years (2012)
- 8,000 construction jobs and 12,000 jobs in the area
- 2,558 new residential units
- Since opening price of apartments doubled to about \$2,000/SqFt (2011)
- 1,000 hotel rooms
- more than 423,000 square feet of new office space
- 85,000 square feet of new art gallery space



## Impact from Rezoning

A key mechanism in unlocking the sale of the High Line to the City was agreed during the rezoning of the East Chelsea district by the City. The transfer and sale of development rights that rested with the land owners under the High Line to designated receiving sites within Special West Chelsea District sites away from the High Line allowed the Chelsea Property Owners to withdraw their application for demolition. Within a 100-foot wide High Line Transfer Corridor, owners of property were permitted to transfer their development rights, equivalent to the base Floor Area Ratio (FAR) for the property, to designated receiving sites within the Special District.

Where needed, the construction of stair access to the High Line was required as a condition of the transfer on some properties. In addition, in certain areas where the structure of the High Line widened adjacent development blocks could receive additional FARs by providing significant improvements to the High Line including stair and elevator access, public toilets and maintenance space.



## High Line Economic and Fiscal Impact Analysis 2002 (RAA Inc.)

To secure public sector commitment for funding, the Friends of the High Line commissioned John Alschuler of Hamilton Rabinovitz and Alschuler Inc (HR&A) to undertake an economic feasibility report for the project in Summer 2002. HR&A had completed a similar study for New York's Olympic Bid that was to be centred on the Hudson Rail Yards at the northern end of the High Line and understood the socio-economic character of the district in great detail.

The content of 'The High Line: The Feasibility and Economic Impact of Re-Use' study was not made public although the report gave assurance that it was feasible to construct and operate the High Line in line with Federal and municipal regulations and laws. It also demonstrated that converting the rail line into a new public park would produce economic and social benefits that far outweighed the cost of demolition. In addition, new tax revenues created by the public space were shown to greatly exceed the costs of construction, projecting that a net present value benefit to the City from property taxes of approximately \$140m over a 20 year period could be achieved (this was increased to \$260m in 2007).

### **High Line Economic Impact Assessment 2011 (RAA Inc.)**

HR&A revisited their earlier 2002 economic assessment and provided an update in May 2011. This report has also not been made public. They worked with the research team of Corcoran-Shunshine, a real estate specialist to estimate the incremental uplift in residential property in the West Chelsea district of the High Line in comparison to adjacent neighbourhoods with similar characteristics.

The assessment also combined FHL visitor survey information with data from NYC & Co., the City's marketing and tourism partnership. This allowed for estimates to be calculated for net spending and City tax revenue generated through additional visitors to the City whose primary reason would be to visit the High Line. The economic review assessed:

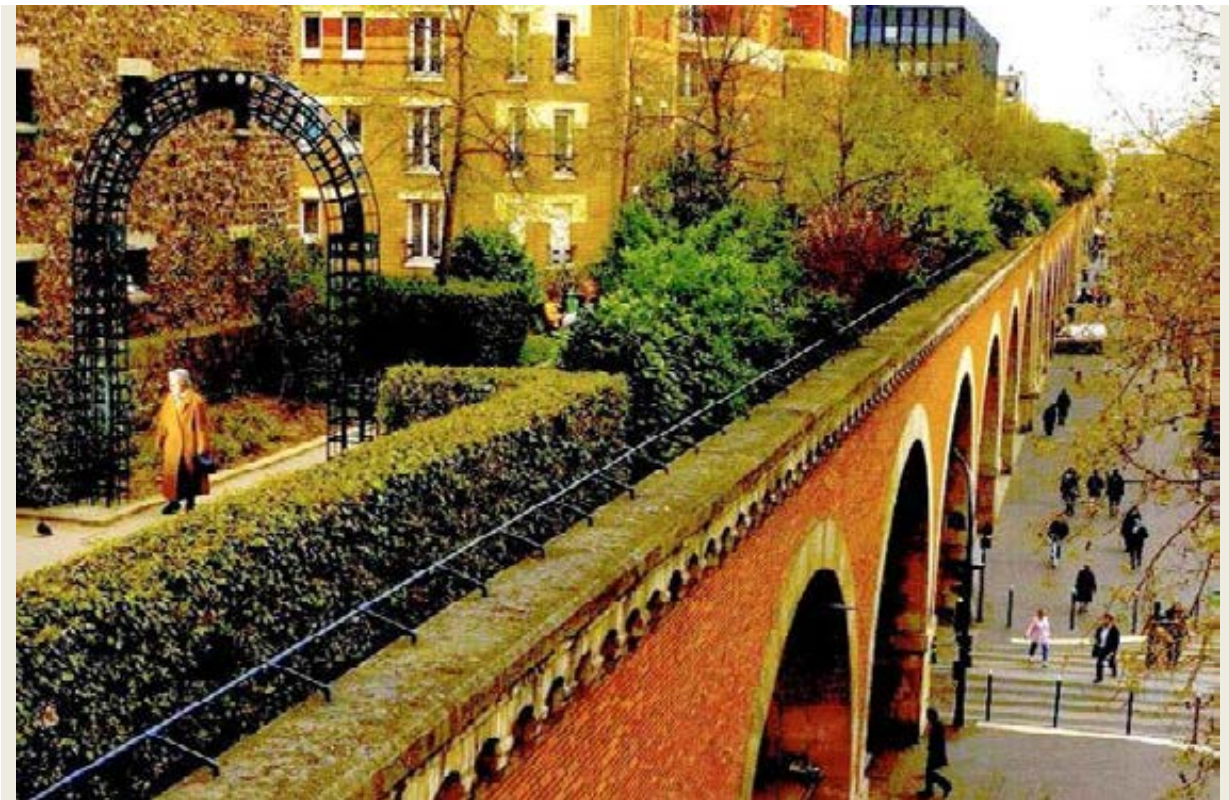
- Development trends across the West Chelsea Neighbourhood surrounding the park
- Compared values with East Chelsea and Tribeca to provide a comparative baseline
- Tracked the use of the park in marketing, photo shoots and filming
- Mapped the increase in value of residential unit resale
- Calculated the increase in property tax revenue for the district
- Assessed proportion of visitor spend that could be attributed to the High Line  
Split between Direct Economic Activity and Multiplier Economic Activity

### **Direct correspondence**

- Robert Hammond - Co-Founder, Friends of the High Line
- Kate Lindquist - Director of Communications and Marketing, Friends of the High Line
- Peter Mullan - Executive Vice President, Planning and Design, Friends of the High Line
- Candace P. Damon - Vice Chairman, HR&A Advisors Inc.

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<http://timspears.blogspot.co.uk/2013/11/01/archive.html> - Image courtesy of Eurotrips

*Promenade Plantée, Paris*

## 4.2 Park Precedents - Promenade Plantée, Paris

### Key Facts

- Railway opened in 1895 and ceased operation in 1969
- Park built on top of obsolete railway infrastructure in the 12th arrondissement of Paris
- Scheme designed by Landscape architect Jacques Vergely and architect Philippe Mathieux
- Section of elevated rail line 2.9 mile / 4.7 Km long with a total area 6.5 ha
- First opened to the public in 1998 and finished in mid-2000
- Also referred to as the Coulée verte (Green Corridor)

### Economic Data<sup>15</sup>

- Construction cost \$25m US/ £15.3m (1998 rate)
- Project has seen the addition of 75,000 Sqft of new commercial space and more than 200,000 Sqft of office space
- From 1990 88 old buildings with over 1,000 new housing units were restored
- Remaining 25 vacant building lots quickly leased or put under contract for housing, commerce, schools and recreational activities.
- Housing rent has increased by 10% adjacent to the Promenade Plantée
- Costs of park maintenance is covered through revenues from the shops underneath

<sup>15</sup> González-Campaña, J.(2002) From Promenade Plantée to the New York High Line, Yale School of Forestry page 8. See: [http://environment.yale.edu/hixon/files/pdf/2002\\_JGCampana\\_Promenade.pdf](http://environment.yale.edu/hixon/files/pdf/2002_JGCampana_Promenade.pdf) [accessed 20/03/14]



### Economic impact

The project came about through the expansion of the RER commuter rail system, which made the old elevated line in eastern Paris redundant by the early 1970s. Residents initially sought the demolition of the old viaducts that were underutilised and were having a detrimental impact on property values. During the 1980s the view shifted towards creatively refurbishing the 71 arcades for local business and establishing a fully accessible green corridor for pedestrians. The city of Paris and SEMAEST, a society for the development of eastern Paris, agreed to convert the elevated line into a linear park, and construction began in 1988. The project broke new ground for the city in its mix of public and private development objectives and has become an important point of reference for the adaptive reuse rather than demolition of old rail infrastructure.

However, the city was initially cautious about the economic benefit that the Promenade Plantée would be able to deliver for this declining and neglected district but, in contrast to the High Line which is exclusively a park project, the Promenade Plantée has been able to combine two separate, but interconnected projects - the commercial redevelopment of the now vibrant Viaduc des Arts (<http://www.leviaducdesarts.com/>) with an elevated green parkway. The arcades are home to an eclectic and creative network of boutiques, craftsmen and artists and since the completion of the project the wider neighbourhood has benefitted from additional investment and redevelopment.

The Paris parks department is responsible for managing the Promenade with rental income from the businesses cross funding this maintenance. A local development corporation manages the archway spaces and adjacent developments under an 18-year lease. It has been noted that these separate management arrangements have limited the ability to coordinate events and activities for the benefit of the wider city district.

### Direct correspondence

- Joseph Heathcote - Associate Professor of Urban Studies, The New School, NYC

### References

- González-Campaña, J. (2002) From Promenade Plantée to the New York High Line, Yale School of Forestry
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- Plan of the Promenade Plantée available at: <http://equipement.paris.fr/coulee-verte-rene-dumont-ex-promenade-plantee-1772>



Urban Engineers and Sturidin / Bryan Hanes

*Illustrative proposals for the SEPTA Spur section of the Reading Viaduct in Philadelphia (Jan 2012) budgeted at \$6.8m*

#### 4.3 Park Precedents – Reading Viaduct, Philadelphia

##### Key Facts

- 1 mile long with 2 branches that covers 4.7 acres / 1.9 Ha
- Railway viaduct was constructed in the 1890s and last operated in 1984
- Friends of the Rail Park was established in 2010
- Preliminary designs prepared in 2012 by Studio Bryan Hanes and Urban Engineers for the 0.2 mile SEPTA (Southeastern Pennsylvania Transportation Authority ) Spur

The Center City District Business Improvement District commissioned an environmental and feasibility analysis of the entire viaduct in 2010. Urban Engineers, Cecil Baker + Partners; and Friends of the High Line appointed as consultants. Feasibility funded by \$75K grant from William Penn Foundation and the Poor Richard's Charitable Trust.

##### Initial project budgets and impacts:

- Full demolition of viaduct \$50m
- Option1 - Total renovation and remediation of the viaduct \$37m
- Option 2 – Initial construction of parks and connecting paths \$9.8m
- Impact of demolition +1-4% increase in value, impact of redevelopment +4-8% increase

##### Direct correspondence

- Paul Levey - CEO, Center City District BID, Philadelphia

##### References

- Reading Viaduct Project - <http://readingviaduct.org/> merged with Friends of the Rail Park - <http://therailpark.org/> in October 2013
- Summary of the project and video <http://www.centercityphila.org/about/viaduct.php>



<http://www.thehighline.org/newsletters/072310.html> / David Schalliol

View of Chicago's Bloomingdale Trail

#### 4.4 Park Precedents – Bloomingdale Trail, Chicago

##### Key Facts

- 2.65 mile long elevated railroad with 37 viaducts
- Constructed in 1873, last used in 2001
- City of Chicago first investigated conversion in 1997
- Friends of the Bloomingdale Trail (FBT), was formed in 2003
- Preliminary estimates put the total cost at \$91m.
- \$43m has currently been raised of which \$43m is from public funds
- Construction began on Phase 1 (\$53.7) in August 2013, scheduled to complete autumn 2014

The TPL was commissioned in 2010 to coordinate the Bloomingdale Trail Civic Engagement and Stewardship Project in partnership with Chicago Departments of Transportation, Parks, Housing and Economic Development and Cultural Affairs and Special Events. Phase I design team is led by ARUP with Carol Ross Barney, Michael Van Valkenburgh Associates, Burns & McDonnell, and the Chicago Public Art Group. A full framework plan was completed in 2012. Described as the longest elevated park in the world it has been branded as *The 606* as reference to the surrounding post code district. Whilst there is limited detail on the expected economic impact of the project, a 2011 study on Chicago's Millennium Park calculated that it generated \$2.45bn in adjacent development.

##### References

- History, background and FAQs on the project (2011):  
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- Framework plan (2012) for the project available at:  
<http://the606.org/wp-content/uploads/2013/08/Bloomingdale-Framework-Plan-small.pdf>
- Detailed design drawings available at: <http://the606.org/design/final-design-plans/>
- Construction updates available at: <http://the606.org/march-28-2014-construction-update/>



Peter Neal

Timber Lodge Café Queen Elizabeth Olympic Park

#### 4.5 Park Precedents – Queen Elizabeth Olympic Park, London

##### Key Facts

- Olympic Parkland 102ha in size which includes 45ha of ecological habitats
- Constructed between 2006 and 2011, opened in 2012, transformation complete in 2014
- Headline budget for construction of landscape and greenway £206m
- 75% of initial funding for the park has been retained in legacy.
- Capital expenditure for Park Opening and Operations - £92.3m (2012/13 )
- Revenue expenditure for Park Opening and Operations - £5.4m (2012/13)

Towards an Outline Business Plan for the Olympic Legacy Park was prepared by Grant Thornton for the Olympic Delivery Authority and the London Legacy Development Agency in 2007. The report was not made publically available but included comparative capital costs for constructing public parks and baseline operating costs for London parks. These were prepared for the Olympic Delivery Authority by CABE Space. An initial 10 Year Management and Maintenance Plan was prepared for the park by ETM Associates with LDA Design/Hargreaves Associates. This included details on the estimated annual operating costs for the park totalling £3.24m (2009) with a post-Games operating budget for 2013 estimated at £3.65m.

##### References

- London Legacy Development Corporation Business Plan 2013/14-2015/16 available at: [http://queenelizabetholympicpark.co.uk/~media/QEOP/Files/Public/LLDCBUSINESSPLANv42012\\_132015\\_161.pdf](http://queenelizabetholympicpark.co.uk/~media/QEOP/Files/Public/LLDCBUSINESSPLANv42012_132015_161.pdf)
- London 2012 - Delivering the Economic Legacy (2013) available at: <http://www.ukti.gov.uk/export/sectors/globalsportsprojects/olympics2012.html>
- Olympic Park Management and Maintenance Plan (2008) available at: <http://learninglegacy.independent.gov.uk/publications/the-olympic-park-management-and-maintenance-plan.php>
- Key economic impact statistics prepared by the London Legacy Development Corporation <http://www.londonlegacy.co.uk/news-and-resources/the-legacy-of-the-olympic-park/>



# Support for the Garden Bridge Business Case

## Task 1 Report - Review of Evidence

Submitted to Transport for London

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# 1. Introduction

## 1.1 Background

The 'Garden Bridge' has been proposed as a new pedestrian crossing of the River Thames in central London, linking Temple station to the South Bank. The bridge will provide a new public garden featuring plants, trees and walkways. Transport for London (TfL), the statutory planning authority of transport in London, is preparing a business case that will examine the strategic, economic, commercial, financial, and management case for the public sector funding contribution for the bridge. The business case will be formally submitted to the Department of Transport (DfT) - in line with TfL's statutory remit - but will also be examined by DCMS and HM Treasury.

In developing the business case for the Garden Bridge, TfL has identified a lack of open urban green space in the local area as being a key problem for the project to address. A series of alternative options have been identified, which includes the proposed Garden Bridge:

- Do-nothing: no change to existing arrangements;
- Enhance Waterloo Bridge: change the layout of Waterloo Bridge, converting half of the surface area into a garden and pedestrian route, and keeping two traffic lanes;
- Extend Waterloo Bridge: create an additional structure with a garden and pedestrian route attached to the side of Waterloo Bridge;
- Garden Bridge (Temple to South Bank): create a new bridge with a garden and pedestrian route, linking between Temple station and the South Bank; and
- Garden Bridge (existing Blackfriars piers): create a new bridge with a garden and pedestrian route, using the existing bridge piers next to Blackfriars railway bridge

The business case also identifies the range of investment objectives and opportunities against which to appraise the set of options, the potential benefits of which include: a new urban park; improved pedestrian links; an iconic structure; visitor and tourism attraction; and regeneration. At present TfL is in the process of examining and compiling evidence on these potential benefits as part of the development of the business case.

## 1.2 Objective

The purpose of this study is to support the development of the TfL Garden Bridge business case. The specific objectives are:

1. Review and compile evidence from previous studies - including both UK and international evidence - that demonstrate and measure the benefits associated with similar types of projects; and
2. Provide guidance on how the available evidence may be applied in the Garden Bridge business case in the assessment of the potential benefits of the alternative options.

A particular emphasis of the work is the assessment of the relevance of the available evidence, and how this may be appropriately framed to align with the narrative of the TfL business case and potential benefits of the proposed options that are being examined. An informal steer from DCMS has indicated that the cultural and iconic value associated with the Garden Bridge should be principal focus of the benefit assessment. It is recognized, however, that the time frame for developing the business case means that it is not possible to undertake primary research using economic valuation methods (e.g. stated preference methods) to directly estimate the cultural

value associated with the project. Hence the assessment methodology will be reliant on ‘value transfer’ principles that seek to assess the benefits of the project under consideration based on evidence produced for similar projects. Further feedback from HM Treasury has indicated that a ‘weight of evidence’ should support assessment of benefits within the Garden Bridge business case, rather than relying on a single comparator project.

### **1.3 Report structure**

This report presents a summary of the review of evidence from previous UK and international studies. It has been prepared in advance of a workshop with TfL on the 31<sup>st</sup> March 2014.

Following this introduction, the remainder of the report is structured as follows:

- Section 2: Review of evidence - this provides a high level summary of the content and types of evidence presented in previous studies.
- Section 3: Application of evidence - this summarises some initial conclusions from the review of evidence and outlines the next steps for applying this in Garden bridge business case.

In addition, the supporting annex provides a reference list of reviewed studies, detailing the type of project and benefits assessed, location, the type of evidence provided, methods and key results of literature reviewed.

## 2. Review of evidence

### 2.1 Overview

The review of evidence focuses on previous studies that have considered similar types of benefits to those being examined for the Garden Bridge business case. In summary these are outcomes and benefits associated with the following:

- New urban park: providing new public park space in central London, linking existing park areas and creating a new type of place and new perspectives on the city;
- Pedestrian links: improving the pedestrian environment in the local area, providing a further pedestrian-only bridge with step free access from river walkway to Waterloo and Blackfriars bridges;
- An iconic structure: creating a new architectural icon ensuring that London keeps pace with other international cities such as New York (High Line) and Paris (Promenade Plantee) and showcasing British design, engineering, and creativity;
- Visitor attraction and tourism: encouraging additional visitors and spending in the local area; and
- Regeneration: increasing activity in the area of the north bank compared to adjacent areas of central London (Northbank BID) and the Waterloo Opportunity Area.

The review encompasses published academic studies and wider literature, including reports from government and non-government organisations. Studies were identified from previous surveys of available evidence - including the benefits of green infrastructure (eftec, 2013; CABE, 2010; Duguid, 2011) and cultural and historic heritage (eftec, 2005; HLF, 2011) - and via searches of the following databases: the Environmental Valuation Reference Inventory (EVRI); Science Direct; Wiley Online Library; and Google Scholar. Both UK and international studies were reviewed in order to provide a broad scope of evidence that demonstrate and measure benefits associated with similar projects.

Two alternative perspectives of the potential benefits of the Garden Bridge are examined via the review of evidence: (i) the economic, social and environmental benefits associated with green infrastructure, which incorporates the urban park, pedestrian links, visitor and tourism, and regeneration aspects of the business case; and (ii) values associated with iconic cultural assets. This approach ensures that the review provides a comprehensive basis for identifying evidence that may be relevant all potential benefits being examined in the Garden Bridge business case.

For reference, the accompany annex provides a summary of relevant studies, detailing the type of project and benefits assessed, location, the type of evidence provided, methods and key results of literature reviewed.

### 2.2 Green infrastructure

'Green infrastructure' can be variedly and broadly define. However characteristically it can be considered as a planned approach to the introduction or management of nature (often in the urban environment) in order to provide benefits to residents, including features such as street trees, gardens, green roofs, community forests, parks, rivers, canals and wetlands.

### **2.2.1 Focus of studies**

Studies examining the impacts from green infrastructure focus (broadly) on its economic, social, and environmental benefits. The majority of studies reviewed examine the value of green infrastructure in terms of the provision of urban green space, including (proposed and completed) publically accessible squares, gardens, parks, etc. This includes the value associated with the visual amenity of green space along with recreational uses. Studies also typically examine the environmental benefits in terms of air quality and climate change regulation (i.e. carbon sequestration) (the provision of so-called 'ecosystem services'). These studies apply a variety of methods to quantify and measure the value associated with exposure (physical and visual) to and proximity to green space, including the evaluation of property markets and associated premiums in regard to proximity to green space (hedonic pricing methods) and surveys eliciting individuals 'willingness to pay' for an improvement in (or willing to accept as compensation for deterioration of) access or proximity to green space. Both approaches can provide a measure of the monetary value of the benefits to local populations of green space. Key evidence from these studies is discussed below.

A number of studies examine qualitatively how the built and natural environment 'looks and feels' in order to establish the significance of this in current and future resident's preferences towards different proposed developments, neighbourhoods, towns and cities. Largely the evidence indicates that the perceived aesthetic character of a location is among the most important factors in determining community satisfaction (Ahlfeldt, 2012; Florida et al., 2009; Alberini et al., 2003, 2004; Ernst and Young, 2003). This aligns with studies show that people have a preference for development projects and built environment that incorporates green space (Mell, 2012; Gensler and the Urban Land Institute, 2011; CABE, 2010; Chau and Chung, 2010; Alberini, 2003; Lindsey and Knapp, 1999).

### **2.2.2 Economic impacts**

Analysis of the economic impacts associated with green infrastructure focuses on the benefits that can arise from its visual impacts and transformative properties - i.e. the ability to significantly change the way people use and perceive a space. The rationale being that well-designed and maintained green space or infrastructure, can add to the aesthetic setting of an area, which can impact its attractiveness to prospective residents and businesses. This can result in an increase in the number of people and/or businesses and investors who want to live, visit and operate in the area, and can therefore increase inward investment (eftec, 2013; Heckert and Mennis, 2012; CABE, 2010; Jones et al., 2009; Alberini, 2004). This is a key reason why green infrastructure is frequently a component of regeneration projects, both in the UK and internationally.

The following types of economic impact are examined studies that consider new development, increased or improved green space and regeneration:

- Increased jobs and wider multiplier effects;
  - For example canal-side redevelopment programmes in Birmingham are calculated as having generated between 2,205 and 2,620 net FTE jobs within the immediate area (GHK, 2007)
- Increased property values in surrounding area;
  - Evidence suggests that developers are willing to pay a premium for land in close proximity to open space (in comparison to similar sites without such proximity), with some putting the premium as high as 15-20% (CoNY, 2011; CABE, 2005; Ernst and Young, 2003)
- Increased tax revenue (subsequent to increased property values);

- For example additional council tax revenue (net, per year) from the renewal of Glasgow Green is estimated to be between £800,000 - £2m per year (GEN Consulting, 2006) with 230 jobs supported and a 15% increase in rateable value of businesses
- Increased investment in a given area (business growth and start-up); and
  - For example after changing the zoning of the area from manufacturing to residential and commercial, and the start of the New York High Line's construction in 2006, new building permits in the immediate vicinity doubled accompanied by more than 29 major development projects accounting for more than \$2 billion in private investment (CoNY, 2011).
- Increased tourism/visitors and spend.
  - For example the direct increase in economic output in Merseyside from tourism spend by visitors to the Mersey Forest was estimated to be £252,000 net gross value added (GVA) per annum (eftec, 2013).

There are however, acknowledged difficulties in measuring these impacts. Where green infrastructure contributes to the attractiveness of a location, there can be a significant contribution to local economic growth (eftec, 2013; GHK, 2007; GEN Consulting, 2006). However the net impact overall is typically neutral due to the displaced activity elsewhere. Where the new activity is displaced from outside national borders, it can increase national economic growth. In addition, it is often difficult to explicitly establish the contribution of green infrastructure when it is included as part of a larger regeneration scheme (DCLG, 2010; Evans and Shaw, 2004; Tyler et al., 2003). Evidence from the reviewed studies also demonstrates that the impacts of green infrastructure projects and investment are dependent on multiple factors including size, location, and the characteristics of the beneficiary population.

The use of multipliers can help to communicate and calculate the wider effects of a project. For instance, use of an employment multiplier can help to evaluate the direct, indirect and induced jobs created or lost in an area due to a project or policy. Direct jobs are related to the specific industry, while indirect jobs are those that support the industry. Induced jobs are those that are a result of direct / indirect employee's spending money in the community, such as jobs supported by increased tourism spend initiated by a project. As an example, GHK (2007) estimated that the increased visitor spend resulting from a canal-side re-development in Birmingham city centre supported between 76 - 96 (full-time equivalent) jobs in the local community.

### **2.2.3 Social impacts**

Beyond the economic impacts, a number of studies also examine the wider social and potential health impacts associated with GI. In particular, there is strong evidence from a large number of studies spanning several years that green space helps alleviate stress, fatigue and other mental health issues, with positive effects on mood, concentration, self-discipline, and physiological stress (see, for example, Health Council of the Netherlands, 2004; Kaplan and Kaplan, 1989; Berman et al. 2008). This effect was found to be especially marked for residents in large urban areas, and in particular for children and young people (Kaplan, 1995; Taylor et al., 2001). Similar effects have been reported in relation to contact with nature in work (Largo-Wright et al., 2011).

There is also an emerging body of evidence linking improved mental and physical health to economic impacts. Mourato et al. (2010) identified three main types of economic benefits arising from improved health: cost savings to the National Health Service (NHS); increased economic output due to a reduction in ill health (morbidity), stress and absence from work; and increased economic output due to a reduction in the incidence of premature death (mortality).

Green space may also act as a catalyst for physical activity, as a number of studies have noted that people living in areas in close proximity to green space have a higher propensity to exercise (Jones et al. 2009; Nielsen and Hansen, 2007; Pretty et al. 2003).

There is also evidence which suggests that further social benefits can arise due to the addition or improvement of green infrastructure including, increased civic pride (improved perceptions of an area, reduced crime rates / reduced fear of crime), and community cohesion and inclusion (participation rates) (Gensler and the Urban Land Institute, 2011; Evans and Shaw, 2006; GEN Consulting, 2006; Ernst and Young, 2003).

#### **2.2.4 Environmental impacts**

The incorporation, improvement and management of green infrastructure can lead to environmental benefits. In particular, visual or aesthetic amenity, climate change regulation benefits (i.e. carbon sequestration and flood regulation), air quality benefits, health benefits and energy savings (i.e. due to shading effects) are among the most commonly discussed (see, for example, eftec, 2013; Gensler and the Urban Land Institute 2011; Green Infrastructure North West, 2010; GEN Consulting, 2006; USDA Forest Service, 2013; Alberini et al., 2004; Ernst and Young, 2003; Lindsey and Knapp, 1999).

To date most environmental benefits associated with green infrastructure projects have been discussed qualitatively in previous studies, but increased interest in valuing the benefits and services provided by the natural environment has led to more valuation techniques being explored. These valuation techniques include both market (i.e. avoided treatment costs) and non-market (i.e. willingness to pay) valuation techniques. As a result, estimates for the environmental services provided by green space are becoming more common, and studies are showing that the potential benefits can be significant (eftec, 2013).

For example, two case studies from the USDA Forest Service (2013) determined that for every US dollar spent on street tree maintenance in Pittsburgh, Pennsylvania, the city receives almost three dollars back in benefits, an average of US \$2.4 million in benefits per year from street trees alone. Research from Baton Rouge, Louisiana, reports that the trees remove about 178,000 tonnes of CO<sup>2</sup> a year, reduce annual home energy costs by approximately US \$8 million a year, and reduce air pollution by 860 tonnes per year.

### **2.3 Iconic structures and cultural assets**

Whilst there is a relatively well-defined body of evidence that examines the benefits of green infrastructure, studies considering values associated specifically with iconic cultural assets are limited. However examples include studies focusing on new stadiums / related to or created for a particular event<sup>1</sup>, and a small literature focused on the value of 'innovative' architectural design (Forte and Girard, 2009), and those associated with valuing structures designed by iconic or famous architects (Ahlfeldt and Mastro, 2012; Fuerst et al., 2011).

There is no consistent definition for an iconic structure or architecture that can be drawn from the literature. However, characteristically these are structures where a significant aspect of its design which derives from other aspects than purely functional and least-cost considerations. These structures usually include a unique or distinctive design, are easily identifiable and associated with

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<sup>1</sup> These studies were not included with the review of evidence as the values of the structures are difficult to assess as distinct from the perceived value of the event for which they were constructed.



specific projects or programme (i.e. The High Line Park in New York City is tied to the regeneration of the Lower West Side), place (i.e. the Sydney Opera House is synonymous with the image of the city) or idea (i.e. war memorials across the globe) (Ahlfeldt and Mastro, 2012; Duguid, 2011).

Among the few studies that have tried to quantify the cultural value of architectural design and iconic architecture, the available evidence does show that iconic architecture has the potential for positive economic impact due to: (i) spending by tourists visiting iconic architecture, (ii) image effects, increased social capital and consumer optimism, (iii) a direct benefit (utility) derived from the aesthetic setting; and (iv) increased identification and civic pride related to a landmark (Ahlfeldt and Mastro, 2012; Fuerst et al., 2011; Forte and Girard, 2009). Through an increase in demand for space in proximity to iconic architecture, these effects can potentially be capitalised in property and values.

For example Ahlfeldt and Mastro (2011) found a price premium of about 8.5% within 50-100m of the nearest Frank Lloyd Wright<sup>2</sup> building in Oak Park, Illinois, and about 5% within 50-250m. These results indicate that an external premium to iconic architecture does exist, although it may partially be attributable to the prominence of the architect. These results match those found by Fuerst et al. (2011) whose analysis suggests that, compared with buildings in the same submarket, office buildings designed by signature architects have rents that are 5% - 7% higher, and sell for prices 17% higher. The results also suggest a rental premium of approximately 5% for signature architects in large architectural practices.

Another strand of evidence that is potentially relevant is conservation of cultural and historic heritage. This features a wider set of studies that have valued the economic and social benefits of conserving the assets (see eftec, 2005). Whilst the focus of research in this area is often not architecture per se, architecture is normally one of the main reasons a structure is given landmark status or an area is designated as a historic asset. A number of studies provide evidence suggesting that people value the preservation of historic monuments and sites (see, for example, HLF, 2011; Alberini, 2004; Pagiola, 201; eftec, 2000, 2005; Garrod et al, 1996; Powe and Willis, 1996). Overall there is an evident complexity associated with culture / heritage goods and their defining characteristics, and no studies have attempted to distinguish the particular impact that architecture has on the cultural or heritage value.

Whilst no quantitative evidence is available in the specific context of footbridges with iconic designs and architecture, Duguid (2011) notes that these can have a role in changing the patterns of behaviour in an environment. In particular the study highlights that in standard a cost-benefit assessment, the preferred option presents the best balance between cost and facilitating rapid and reliable traffic flow. For a landmark footbridge, Duguid contends that there may be as much value in encouraging people to break their movement, to take time to pause and enjoy their surroundings, to gather, or to reflect. Many footbridges consciously foster this behaviour, by providing lean-rails or widened overlooks, and by creating new viewpoints both on and off the bridge.

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<sup>2</sup> Widely recognised as The US's most influential / highly-regarded architect (Ahlfeldt and Mastro, 2011).

### 3. Application of evidence

In advance of the workshop with TfL on the 31<sup>st</sup> March, this concluding section draws together some main findings from the review of evidence in terms of the potential application in the Garden Bridge business case.

#### 3.1 Summary of findings

Table 3.1 summarises findings from the review in relation the type of evidence presented in the reviewed studies. This covers the type of impact (economic, social, and environmental), the type of evidence, the outcomes measured and indicators used, and example studies.

Table 3.1: Summary of literature review findings

Type of impact	Type of evidence	Indicators	Example studies
Economic impacts	Increased jobs and wider multiplier effects	Direct, indirect and induced employment (use of multipliers) Employment rates	Evans, G., Shaw, P. (2004). The contribution of culture to regeneration in the UK: a review of evidence. A report to the Department for Culture Media and Sport. Mell, I. (2012). The VALUE project final report. For the European Regional Development Fund. Duguid, B. (2011). Benchmarking cost and value of landmark footbridges. Footbridge 2011, International Conference, Wroolaw, Poland. July 6 - 8 2011. GHK (2007) The Economic Impact of Waterway Development Schemes: Volume 4
	Increased tourism	Tourist / visitor numbers Tourist / visitor spend	GHK (2007) The Economic Impact of Waterway Development Schemes: Volume 4 GEN Consulting (2006) Glasgow Green Renewal Benefits Analysis, report to Glasgow City Council.
	Increased property values in surrounding area	Property market values	Ernst and Young (2003) How Smart Parks Investment Pays Its Way, New York: New Yorkers for Parks. City of New York (CoNY) (2011) Mayor Bloomberg, Speaker Quinn, and Friends of the High Line Open Section Two of the High Line. [press release] June 7, 2011.
	Increased occupancy	Properties purchased	GHK (2007) The Economic Impact of Waterway Development Schemes: Volume 4 GEN Consulting (2006) Glasgow Green Renewal Benefits Analysis, report to Glasgow City Council. Gensler and the Urban Land Institute (2011) Open Space: An asset without a champion? Report for the Urban Investment Network.

Type of impact	Type of evidence	Indicators	Example studies
	Increased tax revenue (from property value rise)	Increased tax collected through increase in property values	City of New York (CoNY) (2011) Mayor Bloomberg, Speaker Quinn, and Friends of the High Line Open Section Two of the High Line. [press release] June 7, 2011. GEN Consulting (2006) Glasgow Green Renewal Benefits Analysis, report to Glasgow City Council.
	Increased local investment	Business growth / start-up Amount (£) and number of new development applications Income / spending and 'wealth' in the area	GHK (2007) The Economic Impact of Waterway Development Schemes: Volume 4 GEN Consulting (2006) Glasgow Green Renewal Benefits Analysis, report to Glasgow City Council. Gensler and the Urban Land Institute (2011) Open Space: An asset without a champion?
	Time savings	Number of people estimated to change their mode of transportation	Department for Transport (2013). Updating appraisal values for travel time savings: phase 1 report.
Health impacts	Increased physical health	Number of people with improved health status	<i>No studies to date</i>
	Mental health and well-being	Number of people with improved health status	
Environmental	Air quality implications	•Filtration volume of NO, SO and other significant air emissions (dependent on factors such as species, location, etc.)	USDA Forest Service (2013). i-Tree Tools. Available Online: <a href="http://www.itreetools.org/">http://www.itreetools.org/</a> and Pittsburg case study
	Climate change regulation	CO2 sequestered per year	
	Water and nutrient cycles	Volumes per year (i.e. water absorbed)	
Cultural / social impacts	Increased civic pride	Perceptions Crimes rates / fear of crime	Florida, R., Mellander, C., & Stolarick, K. (2009). Beautiful Places: The Role of Perceived Aesthetic Beauty in Community Satisfaction. Martin Prosperity Institute Working Paper. GHK (2007) The Economic Impact of Waterway Development Schemes: Volume 4 GEN Consulting (2006) Glasgow Green Renewal Benefits Analysis, report to Glasgow City Council. Gensler and the Urban Land Institute (2011) Open Space: An asset without a champion? Report for the Urban Investment Network.
	Increased visual amenity	Property uplift	
	Cohesion / inclusion	Participation rates (frequency, profile, catchment)	

The following relates the findings from the evidence review to the potential benefits of the Garden Bridge:

- **Urban park:** the available evidence shows that economic impacts from new urban space are usually measured in terms of:
  - Increased property values in surrounding area;
  - Increased tax revenue (subsequent to increased property values);
  - Increased residential and commercial occupancy;
  - Increased investment in a given area (business growth and start-up); and
  - Increased tourism/visitor numbers and spend.
  - Increased jobs and wider multiplier effects;

Suitable evidence/benchmarks from the available studies that could be applied in the Business Case could focus on direct benefits in terms of increased property values. Visitor numbers and increased visitor spending should also be considered.

- **Pedestrian links:** the available evidence shows that in addition to travel time savings and reduced congestion on alternative transport links, foot bridges and green routes can provide health benefits. For example the number of pedestrians who change their means of travel to walking. An online tool developed by the World Health Organisation could potentially be used to value the benefits (in terms of health service cost savings) of increased physical exercise via the option of walking provided by the Garden Bridge.
- **Iconic structure:** the summary of evidence suggests that many of the benefits associated with iconic structure can be captured in estimates of increased property values and visitor expenditure. Hence there is an overlap with measurement associated with the urban park outcomes. It would be appropriate to consider the significance of cultural and iconic structure dimensions in the evidence/benchmarks that may be applied in the Business Case.
- **Visitor attraction and tourism:** provided visitor numbers can be estimated, relatively broad assumptions can be applied to estimate values associated with visitors and tourism, taking into account issues of additionality (e.g. the substitution of spending from other areas of London).
- **Regeneration:** the benefits of regeneration initiatives are typically diverse and diffuse, making it challenging to associate outcomes with a single investment. Hence it is likely to be difficult to disentangle additional benefits from the metrics that can be applied to the urban park, iconic structure and visitor spending aspects of the Business Case.

### 3.2 Next steps - application of evidence in Garden Bridge Business Case

The workshop with TfL and subsequent analysis will aim will be to identify the most relevant aspects of the available evidence that can be appropriately referred to and applied in the developing the Garden Bridge Business Case.

Based on good practice principles set out by Defra for the application of valuation evidence in project and policy appraisals (see eftec, 2010), a set of criteria can be set out to guide the selection and application of evidence. These focus on the factors that could lead to 'error' in the transfer/use of evidence in wider context. It focus on similarity of the available evidence with the Business Case requirements, including

- The benefits valued in the original project;
- The locations where the original project benefits are estimated;
- The population affected by the original project; and
- Wider contextual factors (such as the availability of substitutes for the benefits provided by the original product).

Application of these guiding principles will help the more detailed assessment of the relevance and suitability of the currently available evidence in relation to the Garden Bridge Business Case.

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## Annex A

See accompanying Excel spreadsheet.

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# Garden Bridge

**COMMERCIAL IN CONFIDENCE**

Draft Operations and Maintenance Business Plan

March 2016

*Version 11, 30.03.15*

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# 1. Executive summary

## 1.1. Introduction

The Garden Bridge project is a simple idea – a beautiful new public garden floating above the River Thames, connecting the North and South banks. The Trust’s mission is to turn this idea into a reality.

The Garden Bridge Trust has prepared this Operations and Maintenance Business Plan (the “OMBP”) to set out how running costs associated with the Garden Bridge will be funded for five years from opening in December 2018 until December 2023.

The OMBP has been approved by the Garden Bridge Trust’s Board of Trustees.

The OMBP is subject to approval by the London Borough of Lambeth (LBL) and Westminster City Council (WCC) through a Section 106 obligation and will be subject to ongoing review by both LBL and WCC.

## 1.2. The Garden Bridge Vision

The Garden Bridge will be enjoyed by people from London and beyond for generations to come. It will showcase the best of British design, creating a unique experience for the city and on the River Thames, becoming a cherished part of London’s landscape.

The 366 metre long footbridge will stretch across the River Thames, from Temple Underground station to the South Bank. The bridge will hold an expansive garden, featuring an abundance of plants, trees and shrubs, chosen for their biodiversity, bringing wildlife and horticulture into the heart of London.

Landscape designer Dan Pearson has carefully designed the planting to ensure it will frame and enhance views of London’s iconic skyline. The south end will have a more relaxed aesthetic reflecting the South Bank’s history, and will feature willow, birch, and primrose. At the north end, planting will be inspired by Temple Gardens’ history of ornamental gardening, including wisteria, alliums and summer snowflakes.

Footpaths will weave through the garden, creating a new pedestrian route, which will be free and open to all. The bridge, like most London parks, will be open from 6am to midnight, providing a calm and contemplative space in the middle of a busy city. There will be opportunities to enjoy the views, explore the gardens, or walk directly across as part of a new route connecting the North and South banks. The Trust will ensure that the bridge is a place for relaxation, recreation and social interaction: encouraging people to enjoy London on foot - promoting wellbeing and physical exercise, and driving interest in horticulture and nature in the city.

The benefits that the Garden Bridge will deliver for London are outlined in Figure 1 below.

**Figure 1: The benefits of the Garden Bridge**

- ✓ 6000m<sup>2</sup> of new garden space in the centre of London - free for all to use, improving the wellbeing and quality of life for those who live and work in London, as well as visitors to the city
- ✓ A crossing that will link cultural centres and tourist attractions on the North and South Banks
- ✓ A new attraction for tourists and an addition to London's cultural offering
- ✓ New routes between key attractions that avoid busy roads and enable safer walking journeys, improving pedestrian welfare in the city
- ✓ Reduced pedestrian journey times between Temple Underground Station and the South Bank, encouraging more people to travel on foot
- ✓ Increased opportunities for walking, increasing physical activity, which is linked with improved wellbeing and reduced premature mortality levels
- ✓ Rebalanced demand and reducing crowding at Embankment Underground Station
- ✓ A direct connection between the South Bank and Temple Underground Station, enabling the use of the Circle and District line services without the need to change at Embankment or Westminster, reducing demand at these stations and at Waterloo
- ✓ Construction employment of approximately 200 (full time equivalent, or FTE) jobs, bringing employment and opportunities for British businesses and their workers
- ✓ Long-term operational employment
- ✓ Educational programmes, volunteering and apprenticeships

### 1.3. The Garden Bridge Trust

The Garden Bridge Trust was incorporated in November 2013 and received charitable status in January 2014. It is responsible for delivering the Garden Bridge vision and, in line with this, has developed a set of objectives:

- To provide and maintain a garden-style footbridge spanning the River Thames (the Garden Bridge);
- To promote, for the benefit of the public at large, and in particular those living and working in Greater London the provision of facilities, on the Garden Bridge and the surrounding area, for recreation, relaxation or other leisure-time occupation in the interests of social welfare and with the object of improving the condition of life of the said individuals;
- To promote for the benefit of the public the environmental protection, conservation and improvement of the physical and natural environment, including the promotion of plant

conservation, horticulture, arboriculture and associated sciences on the Garden Bridge and the surrounding area; and

- To advance public education, training and retraining, in particular with regard to horticulture, arboriculture and associated sciences and the history, culture and architecture of London.

The Garden Bridge Trust’s Operations and Maintenance Business Plan has been developed with these objectives firmly in mind.

#### 1.4. Operations and Maintenance Business Plan strategy

The Trust’s general principles for funding the running costs associated with the Garden Bridge are:

- The Trust will be solely responsible for securing funding for the Garden Bridge’s running costs;
- Construction of the Garden Bridge will not begin until the Trustees regard funding for an initial five year period as sufficiently secure; and
- Whilst it is a core objective of the Trust to support and develop a volunteering programme for the Garden Bridge, it will nevertheless need a dedicated team of staff to be responsible for the operation and maintenance of the Garden Bridge and to ensure it meets the objectives of the Trust.

In light of this, the Trust’s Operations and Maintenance Business Plan reflects a number of key themes:

- A diverse set of proven income opportunities, whilst maintaining the Trust’s community and educational objectives;
- A manageable cost structure, with a contingency fund built into the forecasts;
- A conservative approach, where assumptions have been market tested with existing contractors, potential partners and stakeholders; and
- Low execution risk, with the Trust taking a collaborative approach, working with existing operators in the area and utilising the skills, knowledge and experience of a diverse range of stakeholders and Trustees

Trust running costs and associated income opportunities are also in line with the operating model set out in the Operational Management Plan. As summarised in figure 2 below, this Plan shows that the Trust is able to fund the costs associated with operating and maintaining the Garden Bridge over the five year business plan period.

*Figure 2: Overview of Income and Costs, 5 year forecast (£'000)*

	2018/19	2019/20	2020/21	2021/22	2022/23
Income	3,355	3,217	3,171	3,206	3,234



Costs (incl. Contingency fund)	3,123	2,895	2,943	2,994	3,046
<b>Net income</b>	<b>232</b>	<b>322</b>	<b>228</b>	<b>212</b>	<b>188</b>
<i>Memo: Annual Contingency fund</i>	<i>270</i>	<i>275</i>	<i>279</i>	<i>284</i>	<i>289</i>

The Garden Bridge Trust believes that the forecasts presented in this plan also reflect the income and cost attributes of the Garden Bridge over the longer term.

The OMBP will be subject to regular review by the Board of Trustees and the Operations and Maintenance Committee. It will also be subject to ongoing review by LBL and WCC.

As set out in this document, significant progress has been made on the OMBP income plan. This includes a £2m pledge to the Endowment Fund by a single donor. To further minimise risk, the Trust is also exploring whether private donors would be prepared to underwrite the costs associated with maintaining and operating the Garden Bridge during the first five years of operation (if necessary). As highlighted above, this guarantee is not required in light of the forecasts presented in this plan.

## 1.5. Guarantee

The costs associated with operating and maintaining the Garden Bridge for the first five years will be secured as part of the Trust's initial fund raising for the project. This OMBP sets out how the Trust plan to continue to raise revenues to cover these costs. However as part of the conditions imposed by the London Borough of Lambeth (LBL), Port of London Authority (PLA) and Westminster City Council (WCC) the Greater London Authority (GLA) are required to provide a guarantee to continue to maintain the bridge as set out in the Mayor of London decision notice reference MD1472.

If any of the guarantees were called upon, obligations relating to the establishment, upkeep, maintenance and operation of the gardens and public spaces in the Guarantees would be the responsibility of the GLA. To that effect Annex 4 sets out the standards and guidelines to which the Garden Bridge will be operated and maintained.

## 1.6. Partners and stakeholders

The Garden Bridge Trust is working with a number of partners and stakeholders to realise its vision for the Garden Bridge project. These include:

- Arup, a London-based global engineering group whose projects have included High Speed One, Crossrail and Kings Cross Station, is leading the design;
- A team of UK design, engineering and landscape experts, including internationally-renowned Heatherwick Studio (creator of the London 2012 Olympic Cauldron), Dan

Pearson (winner of the 2015 RHS Chelsea Flower Show Best in Show Award) and award-winning British company Willerby Landscapes;

- A joint venture between Waterloo-based Bouygues TP and Cimolai as the preferred construction contractor, working with UK and London-based companies, including one in Southwark and one in the City of London;
- Westminster City Council and the London Borough of Lambeth;
- The Mayor of London, the Greater London Authority and Transport for London; and
- Local business and community organisations (for example, the South Bank Employers Group and the Northbank Business Improvement District), as well as local community members and residents.

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## 2. Governance and Management team

### 2.1. Overview

The Garden Bridge Trust comprises Trustees and senior management with significant experience in business, finance, fundraising, project delivery and management, communications and government. The Board of Trustees has established organisation and governance structures (and related reporting lines) to ensure delivery of the plan set out in this document.

### 2.2. Chairman and Trustees

The Chairman of the Trust is Lord Mervyn Davies. The Board comprises a further ten Trustees, including Joanna Lumley whose idea inspired the Garden Bridge. The Trustees bring a diverse range of complementary skills to the project and the Board will look to maintain this profile with future Trustee appointments. The Board has formed five committees:

- The Finance and Audit Committee oversees financial planning and control and risk management as well as the external audit.
- The Development Committee is responsible for oversight of the fundraising strategy.
- The Communications Committee has been tasked with managing communications with the public and key stakeholders.
- The Project Delivery Committee is responsible for the delivery of the project.
- The Maintenance and Operations Committee is responsible for the ongoing maintenance and operation of the Garden Bridge.

Figure 3: Trustees and Committees

Trustee	Chair	Vice Chair	Board Committees				
			Finance / Audit	Maintenance / Operations	Project Delivery	Development	Communication
Lord Mervyn Davies	✓						
Paul Morrell		✓			✓*		
Julie Carlyle			✓*				
Lucy Dimes			✓	✓*			
Stephen Fitzgerald						✓*	
Claire Foges							✓
Jim Gardiner							
John Heaps				✓	✓		
Joanna Lumley						✓	
Alistair Subba Row							
Roland Rudd							✓*

Note: \* denotes Chair of Board Committee

As noted above, the Maintenance and Operations Committee will oversee and control the handover of the Garden Bridge into operation by:

- Considering and representing the operation and maintenance issues of the Garden Bridge post-completion;
- Fully articulating the security, cleaning, safety, operations and maintenance functions;
- Liaising with the Project Delivery Committee on in-life operational and maintenance issues arising during design and construction and on handover activities.

### 2.3. Management team and structure

The current management structure has been designed to satisfy two key aims:

- *Trust management*, focused on core business functions and the ongoing management of the Garden Bridge after it has been constructed;
- *Delivery management*, the time-limited project division focused on the design, construction and commissioning of the Garden Bridge.

The current senior management and their responsibilities are outlined in the figure below.

Figure 4: Management and Responsibilities

Director	Focus	Responsibilities
Bee Emmott	Executive	Overall Trust and Project Delivery responsibility, including senior stakeholder interaction and partnerships, operational planning, development and readiness.
Jim Campbell	Finance	Financial and budgeting process; establishment and maintenance of policies and management information systems; preparing, developing and analysing key financial information to ensure future stability, growth and project viability
Anthony Marley	Programme	Bridge Project Delivery against objectives related to cost, time, quality and safety; managing issues and risks outside the control of professional services providers; operational planning, development and readiness
Bernadette O'Sullivan	Development	Major fundraising and income-related activities, including event planning and corporate partnerships
Jackie Brock-Doyle	Communications	Marketing, communications and public relations activities, including stakeholder engagement

Following construction of the Garden Bridge, the management structure will be re-aligned to focus solely on *Trust management*, to include core business functions and maintenance and operation of the Bridge. The Trust has designed a structure which will perform all necessary

functions to satisfy this aim. In line with other non-profits, the structure will include the following functions:

- Executive, responsible for overall strategic management;
- Finance, responsible for all financial and budgeting matters;
- Development, responsible for all revenue activities, including corporate partnerships, event management, major fundraising activities and donor relations; and
- Communications/Community, responsible for stakeholder management, educational and volunteering programmes, marketing activities and interaction with local communities on Garden Bridge programmes.

The Trust will seek to finalise its management structure, including recruiting key function heads, in advance of the Bridge opening in 2018. The costs associated with running the Trust after opening are considered in Section 4 of this Plan.

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## 3. Garden Bridge Income opportunities

### 3.1. Overview

London's newest landmark offers everyone the chance to walk through woodlands spanning one of the greatest rivers in the world. Such an iconic proposition will afford the Trust multiple, predictable income streams using strategies and products that have been tried and tested in major projects and landmarks.

In general, the Garden Bridge Trust's income plan reflects:

- Unprecedented community, corporate and donor interest in the Garden Bridge, including a £2m commitment to the Garden Bridge Endowment Fund by a single donor;
- A diverse and balanced set of income opportunities from multiple sources;
- Conservative estimates, with assumptions benchmarked and market tested with a multitude of potential partners, operators and stakeholders;
- Low execution risk, with Trustees and management having significant experience of designing and delivering these types of income opportunities.

The figure below provides an initial overview of the top 8 Garden Bridge income opportunities.

Figure 5: Overview of the Garden Bridge income proposition

Opportunity	Garden Bridge Proposition	Income source for comparable projects	Trust experience
1 Garden Bridge Gala	■ Major fundraising gala (including a dinner and auction) every 2 years, celebrating the Bridge with 6,000 square metres of garden in London	✓	✓
2 Commercial Event Hire	■ Only 6 opportunities per year to hire the most unique venue in London for a drinks reception or dinner	✓	✓
3 Corporate Membership Scheme	■ An exclusive scheme, offering 20 corporate partners a unique range of benefits	✓	✓
4 Public Donations contactless	■ Anticipated through benchmarking that 5% of visitors will donate as an acknowledgement of this new free garden	✓	✓
5 Endowment	■ Garden Bridge Endowment fund, offering new or existing major donors (including from the US) the opportunity to support the ongoing maintenance of the Garden Bridge	✓	✓
6 Programme Sponsorship	■ Allowing partners to support the Garden Bridge's diverse array of planned community, education and horticultural programmes	✓	✓
7 Individual Patrons Scheme	■ Become a Founding Patron, with exclusive 'behind the scenes' events, including invites to the Annual Chairman's Garden Party	✓	✓
8 Merchandise	■ Discreet range of Garden Bridge merchandise – for Londoners and tourists alike	✓	✓

*\*Note: The Trust has planning consent to close the bridge up to 12 times a year to host events. The Trust currently plans to use 6 of the 12 permitted closures of the Garden Bridge for this commercial hiring income opportunity. The remaining 6 opportunities will be used for major donor events and the Annual Chairman’s Garden Party.*

**3.2. The Trust’s approach**

To explore and estimate the potential income opportunities for the Garden Bridge, the Trust employed the following approach:

- Completed a systematic review of comparable projects and/or landmarks, both in the UK and internationally;
- Engaged with existing contractors, external advisors and local stakeholders to assess the feasibility of different income strategies and products;
- Conducted workshops with commercial operators and corporate partners to assess demand and determine pricing, where applicable; and
- Analysed and benchmarked key assumptions to public and private data, where possible.

The Trust has made conservative assumptions to forecast the Garden Bridge income opportunities and, in line with other organisations, it will regularly review these in light of upcoming work.

Although the Garden Bridge is permitted to close for a maximum of 12 days per year to hold events, the Trust acknowledges that all events will require a specific event plan to be agreed by the relevant licensing committees and safety advisory panels. This will include details of the event timings, number of guests, temporary infrastructure and a delivery schedule if required, and an emergency management plan (if different from standard operations). Deliveries will be subject to the agreed servicing and delivery arrangements and will consider local impacts to minimise disruption and maintain public safety.

**3.3. Income forecasts**

The figure below shows the breakdown of projected income for the five years of the business plan.

*Figure 6: Income forecasts, by opportunity (£ ‘000)*

	2018/19	2019/20	2020/21	2021/22	2022/23
Garden Bridge Major Fundraising Event	350	350	344	344	338
Commercial Event Hire	360	367	300	306	312
Corporate Membership	425	434	442	451	460
Contactless Public Donations	700	525	525	525	525

Endowment	600	620	640	657	675
Programme Sponsorship	500	500	500	500	500
Individual Patrons Scheme	370	370	370	370	370
Merchandise	50	51	52	53	54
<b>Total income</b>	<b>3,355</b>	<b>3,217</b>	<b>3,173</b>	<b>3,206</b>	<b>3,234</b>

The Garden Bridge Trust would highlight the following items:

- Total income is expected to be £3.1 m in 2018/19 and will increase modestly through the forecast period;
- The diversity of income opportunities and sources reduces the risk profile of the Garden Bridge Trust's OMBP;
- Moderate income reductions for selected opportunities post-opening (for example, commercial event hire) are to be expected and in line with benchmarks. The Trust, however, does not expect a continued and/or meaningful deterioration following this forecast period;
- There is potential upside to these forecasts from certain opportunities (for example, merchandise income), as explained below.

In line with its approach to income generation, the Trust continues to explore a number of opportunities which are not reflected in this plan; for example, income from television, music and film production.

### 3.4. Review of Income opportunities

This plan considers the top 8 income opportunities, key assumptions and forecasts below.

#### 3.4.1. Garden Bridge Gala

##### Description

In line with other significant non-profits, the Trust will hold a major fundraising event to take advantage of unprecedented donor and corporate interest in the Garden Bridge project.

The Trust plans to hold a Gala every two years and this will include a dinner and charity auction.

During the business plan period, the first gala will be held in spring 2019.

##### Opportunity 1: Garden Bridge Gala

- ✓ Major fundraising gala every 2 years
- ✓ A dinner and charity auction



## Approach and key assumptions

The Trust's plan incorporates a number of likely Gala income sources, which include ticketing, corporate sponsorship and charity auction proceeds. In total, the Garden Bridge expects gross income to be £1m per Gala event (every 2 years). The Trust has benchmarked its forecasts to other major Galas (for example, the Roundhouse and the National Theatre). The Trust has also considered:

- The level of commitment to Capital campaign fundraising by major donors to-date;
- Trustee experience in generating significant income from major fundraising events, including income levels from a successful Garden Bridge event in June 2015.
- £1 million was raised at the Glitter in the Garden Event held on March 1st, clearly demonstrating the team's ability to be able to deliver highly profitable events.

The Trust has also accounted for event costs related to this income opportunity, making conservative assumptions on a number of items. These include venue hire fees, entertainment, catering, lighting and sound, decorations, cleaning, security, first aid and marketing. These costs are removed from the revenue numbers presented below, and net figures are allocated to individual years during the period.

## Income forecasts

*Figure 7: Garden Bridge Gala forecasts, 5 years (£ '000)*

	2018/19	2019/20	2020/21	2021/22	2022/23
Garden Bridge Gala	350	350	344	344	338

The Trust believes that the Gala will provide a predictable source of income, with Trustees able to leverage the strong community of supporters the charity has established during the Capital campaign. In addition, fundraising events have already been held in support of the Bridge, which have provided direct evidence that the assumptions made in this plan are appropriate.

For the purpose of the forecast, the net income of each biennial gala event is c£700,000. Shown above is 50% of this figure in each financial year.

## 3.4.2. Commercial Event Hire

### Description

#### Opportunity 2: Commercial Event Hire

- ✓ Exclusive opportunity to hire the Garden Bridge; only 6 times per year
- ✓ Unique venue for dinner or drinks reception
- ✓ Income of £360k in 1<sup>st</sup> year of operation

Our technical advisors, which include Arup (engineering and operations experts), FOAMHAND consultants (international city operations and movement management specialists) and Starlight Productions (event production and event management consultants), have indicated that the South Bank podium could offer space for a drinks reception style event. These types of events would likely to host approximately 150-200 guests. The offering will also include the opportunity for private exploration of the gardens by guests.

The Trust currently plans to use 6 of the 12 permitted closures of the Garden Bridge for this commercial hiring income opportunity (with other closures used for major donor events and the Annual Chairman’s Garden Party). With opportunities to hire such a prominent venue limited, this represents a unique proposition in the market.

Approach and key assumptions

The Trust has assumed that the private hire fee will initially be £60k per opportunity, which reflects:

- Unprecedented (and unsolicited) private interest in Garden Bridge hiring opportunities approximately three years prior to completion;
- A comprehensive review of fees charged by other unique, well-known venues throughout London, including, but not limited to, the Roundhouse, the Natural History Museum, the Shard and the National Portrait Gallery (see Annex 2 for further detail); and
- A premium fee rate given the limited number of hiring opportunities available compared to other venues.

The Trust’s review shows that *current* hire fees for similarly unique venues are approximately £25k per event. However, recent evidence points to a hiring cost of £40k and above for venues when they first open. In addition, the Trust will only be offering opportunities (please note the other 6 of the original 12 closures have been offered to major sponsors of the bridge who have contributed £5 million and above to the capital fundraising campaign), compared to other venues which can be hired at any time of the year; a premium is therefore applied to the Trust’s fee rates.

Additional costs related to setting up and running an event will be borne by the hiring company, in line with market practice.

Income forecasts

Figure 8: Commercial Event Hire forecasts, 5 years (£ '000)

	2018/19	2019/20	2020/21	2021/22	2022/23
Commercial Event Hire	360	367	300	306	312

The Trust is confident that the unique attributes of the Garden Bridge as a venue, combined with the limited number of hire opportunities, will support a significant income stream throughout the forecast period. Income is expected to be £360k in 2018/19. In line with our conservative approach, we have assumed that the hire fee is reduced to 50k per event from year 3, even though hiring opportunities will continue to be limited to 6 occasions. Income is £312k by the end of the five year forecast period, with inflationary increases passed onto customers.

#### Upcoming work

Plans for the commercial hire offering, including the detailed framework for event opportunities noted above, will commence in Q3 2016. The Trust would seek to approach potential customers in early 2017.

### 3.4.3. Corporate Membership

#### Description

The Trust envisages an exclusive community of corporate supporters, with a range of unique benefits; for example, this could include tickets to the Annual Chairman's Garden Party and the chance for staff to volunteer on the Bridge.

Membership will be limited to 20 corporate partners, a unique proposition in the market.

#### Opportunity 3: Corporate Membership

- ✓ Exclusive; limited to 20 corporate partners
- ✓ Compelling offering; unique benefits e.g. tickets to the Annual Chairman's Dinner
- ✓ Income of £425k in 1<sup>st</sup> year of operation

#### Approach and key assumptions

The Trust has conservatively assumed that the membership fee will be £25k per corporate partner, which reflects:

- Significant engagement with major UK and international corporate partners to assess demand;
- Benchmarking the likely Garden Bridge offering and pricing to similar membership schemes at major institutions, including the Historic Royal Palaces, the National Portrait Gallery and the Natural History Museum (see Annex 2 for further detail).

The Trust's review of benchmarks shows that corporate membership fees mostly range from £5k to £50k per year, although one exemplar charges £100k for its premier corporate package. The Trust has priced its scheme at £25k per year, reflecting the likely range of benefits it will offer compared to other schemes.

Any significant costs related to the benefits offered would be borne by the corporate partner, in line with market practice.

In addition, the Trust has made allowances for costs relating to the Annual Chairman's Garden

Party, and marketing and administration costs for selected income opportunities. While not exclusively for corporate partners, the figures presented below remove these costs.

#### Income forecasts

*Figure 9: Corporate Membership forecasts, 5 years (£ '000)*

	2018/19	2019/20	2020/21	2021/22	2022/23
Corporate Membership	425	434	442	451	460

The Trust plans to offer a unique range of membership benefits that will support this income stream, with no downward pressure on fees in later years. Income is expected to be £425k in year 1 and will reach £460k by the end of the forecast period; minor increases in marketing and related administration costs are more than offset by membership fees growing in line with inflation.

#### Upcoming work

The Trust will confirm the scope of the offering in Q2/Q3 2016, and this will be advertised to corporate partners from early 2017.

### 3.4.4. Contactless Public Donations

#### Description

Regular donations from the public are received by each major London institution as an acknowledgement of the free access that is provided to that organisation. These include The British Museum, the Tate, The Science Museum and the Natural History Museum. Please see Annex 2 for a breakdown of annual income from these institutions from the public.

#### Approach and Key Assumptions

The Garden Bridge will be a free attraction for 7 million Londoners and visitors to London annually. This will be in comparison to several high ticket price London attractions.

At many of these attractions, the traditional method of receipt of public donations is via donation boxes positioned at the exit/entrance to the gallery/building. This would not be appropriate on the Garden Bridge, however a new method of 'giving' is being used increasingly and has successfully demonstrated increased income generation of between 10–20% at some sites in comparison to the traditional collection box.

The Trust has been conservative in its estimate of what it can achieve through this method of giving from the public. The Trust anticipates that £700,000 of income will be received in year 1 from its anticipated 7 million visitors. This figure will drop to £525k in subsequent years, taking into consideration the anticipated reduction in visitor figures by 25%. The income will be received via contactless public donation points positioned on the North and South landing of the Garden Bridge, providing visitors with the opportunity to make a contribution as an acknowledgment of thanks for the garden being offered without any entry charge.

This figure has been calculated on the basis that anticipated visitors will make an average donation of £0.10. Benchmarks from other key London institutions demonstrate that the average donation per person is £0.14 via a traditional donation box. We have not taken into account a potential uplift of 10 -20% as is demonstrated by the precedents set by other organisations and assets.

Market trends are showing that the public are moving towards the 'digital collection tin'. With the use of cash declining, a digital collection option offers an easy method for a visitor to make a small contribution by way of thanks for their visit.

The trust is in conversation with several providers. The facility that we are proposing will enable visitors to make a £2 contactless donation with any bank card. This will offer an easy, accessible way for visitors to make a contribution to the charity. Clear signage to encourage 'giving' to support the work of the gardeners and the ongoing maintenance of the bridge will be used effectively as it is in many other organisations such as the RHS, Tate, Science Museum.

The trust wish to be at the forefront of any new digital technology options for 'giving' and is in discussion with leaders in this field.

#### Upcoming Work

The trust will work closely with other organisations who are currently using this technology and undertake a tender process in 2017 to identify the most appropriate provider for the programme.

However for the purpose of the income forecast we have been conservative and based our predictions at a low level using major London institutions as a benchmark.

#### Income Forecast

*Figure 10: Contactless Public Donations forecasts, 5 years (£ '000)*

	2018/19	2019/20	2020/21	2021/22	2022/23
Contactless Public Donations	700	525	525	525	525

\* Based on assumption that an average donation of £0.10 will be made per visitor. Please see Annex 2 for results from other London arts and heritage organisation.

Assumption has been made that visitor numbers will remain steady at 5,250,000 per year from year 2 onwards

### 3.4.5. Endowment

#### Description

The Trust has established an Endowment Fund to support the ongoing operational costs associated with the Garden Bridge. This will allow major donors to support the Bridge after construction is complete, and is line with similar projects and non-profits, both in the UK and internationally.

#### Opportunity 5: Endowment

- ✓ Establishing a Garden Bridge Endowment Fund, funded by new or existing major donors (including in the US)
- ✓ Income of £600k in 1<sup>st</sup> year of operation

#### Approach and key assumptions

The Trust is targeting an initial £15m endowment, with return income assumed at 4% per year. The Trust has benchmarked its targets to other endowments, and considered:

- Over 10 percent of the £15m Endowment target has already been raised from a single donor;
- Existing progress on commitments to the Capital campaign fundraising, evidencing significant support for the Garden Bridge from the major donor community, with £2m already committed to the Endowment Fund;
- Launch of the US Friends of the Garden Bridge, providing tax-efficient giving for US donors;
- Conservative return expectations through the forecast period.

In forecast years, the Trust expects the size of the Endowment Fund to increase as both operating profits from the Garden Bridge and unused contingency allowances are included (see Section 4.4.8).

#### Income forecasts

*Figure 11: Endowment forecasts, 5 years*

	2018/19	2019/20	2020/21	2021/22	2022/23
Endowment income (£'000)	600	620	640	657	675
<i>Memo: Endowment fund (£m)</i>	<i>15.0</i>	<i>15.5</i>	<i>16.0</i>	<i>16.4</i>	<i>16.9</i>

Existing progress for the Endowment Fund provides direct evidence that this income opportunity will be achievable, with £2m already committed. Income is expected to be £600k in 2018/19 and will increase to £675k by the end of the forecast period. This reflects a £1.9m increase in the Endowment Fund as historical operating profits and contingency allowances are included.

There is also potential upside to income forecasts if actual return rates are higher than the Trust's assumption of 4% per year.

#### Upcoming work

The Trust currently expects completion of the Capital campaign by the end of 2016; endowment fundraising will begin officially in early 2017, although the Trust will continue to opportunistically pursue commitments alongside the Capital campaign.

### 3.4.6. Programme Sponsorship

The Trust plans an ambitious series of programmes in line with its objectives, focusing on community engagement, education and horticulture. Based on

#### Opportunity 6: Programme Sponsorship

- ✓ A range of packages for corporate and non-profits to support the Trust's community, education and horticultural programmes
- ✓ Income of £500k in 1<sup>st</sup> year of operation

this, the Trust will create a range of sponsorship packages, providing corporates and non-profits the opportunity to support the Trust's programmes that are aligned with their own objective. This income stream is a standard feature of many non-profit business models.

For corporates, the Trust believes that this offering will be complementary to the Membership Scheme, with the offering tailored to employee participation and financial support provided by Corporate Social Responsibility divisions.

### Approach and key assumptions

The Trust has made forecasts for its Programme Sponsorship income by considering:

- Ongoing discussions with corporate and non-profit supporters, including multiple expressions of interest;
- Evidence of successful sponsorship programmes at other major institutions, including, but not limited to, the Royal Opera House, the National Gallery and the Historic Royal Palaces.

### Income forecasts

*Figure 12: Programme Sponsorship forecasts, 5 years (£ '000)*

	2018/19	2019/20	2020/21	2021/22	2022/23
Programme Sponsorship	500	500	500	500	500

The Trust believes that the unique features of its educational, community and horticultural programmes will support this income stream throughout the period. Income is expected to be £5000k in 2018/19, with no observable reduction in sponsorship levels in later years; marginal increases through the period reflect fee inflation that is passed onto sponsors.

### Upcoming work

The Trust will finalise the range of unique programmes in 2016 and will formally approach supporters in early 2017 (although the Trust is already in dialogue with a number of potential supporters).

## 3.4.7. Individual Patrons Scheme

### Description

The Trust launched a Garden Bridge Patrons Scheme in May 2015, offering smaller donors the opportunity to support the Bridge.

Patrons kindly donate £5,000 per year and receive a range of benefits, with events enabling them to get

#### Opportunity 7: Individual Patrons Scheme

- ✓ Become a Founding Patron, with exclusive 'behind the scenes' events, including invites to the Annual Chairman's party
- ✓ Income of £320k in 1<sup>st</sup> year of operation

closer to the ‘behind the scenes’ workings of the Garden Bridge, including the Annual Chairman’s Garden Party, and regular opportunities to hear from the creative team.

This income stream is a standard feature of most venues and institutions that require ongoing voluntary income, both in the UK and internationally.

#### Approach and key assumptions

The Trust has assumed the retention of 60 patrons during the business plan period, considering:

- Existing progress with the Patrons scheme since launch in May, with 100 Founding Patrons expected by Summer 2017
- Benchmarking the Garden Bridge offering to similar membership schemes at major institutions and a review of related fees and retention rates. Our review included, but was not limited to, the Royal Academy, the Tate, the National Theatre, the National Trust, and the Royal Horticultural Society (see Annex 2 for further detail);
- A higher contribution by 20 of the 60 patrons during the forecast period (at £10k per year).

The Trust’s review of benchmarks shows that membership contributions for patron schemes at other institutions range between £1k and £15k per year. The current Garden Bridge Patrons scheme is priced at £5k per year, with the Trust making considerable progress since launch in May.

In addition, the Trust plans to hold three events per year for Patrons, and has made reasonable assumptions on event costings; these costs are removed from the income figures presented below.

#### Income forecasts

*Figure 13: Individual Patrons scheme, 5 years (£ ‘000)*

	2018/19	2019/20	2020/21	2021/22	2022/23
Individual Patrons scheme	370	370	360	360	350

The available evidence on retention rates at other institutions provides the Trust with comfort that this income stream is achievable during the forecast period. Income is expected to be £370k in 2018/19, and minor reductions in later years reflect marginal increases in patron event costings.

#### Upcoming work

In Autumn 2015, the Trust is hosted three events to sign up additional Founding Patrons to support the overall 200 Patron target prior to opening the Bridge.



### 3.4.8. Merchandise

#### Description

With over 7 million visitors per year, the Garden Bridge Trust will create a discreet range of merchandise as souvenirs for visitors. Current options being considered include t-shirts, stationery and bags.

The Garden Bridge currently anticipates an online-only strategy, although is actively exploring whether retail space is available both North and South of the site of the Bridge.

#### Opportunity 8: Merchandise

- ✓ Discreet range of merchandise, such as t-shirts, stationery and bags
- ✓ Income of £50k in 1<sup>st</sup> year of operation

#### Approach and key assumptions

The Trust has made conservative forecasts for merchandise income, reflecting:

- Discussions with external advisors and local operators on the potential market opportunity;
- Proposed sales & distribution channels.

#### Income forecasts

Figure 14: Merchandise, 5 years (£ '000)

	2018/19	2019/20	2020/21	2021/22	2022/23
Merchandise	50	51	52	53	54

Income is expected to be £50k in 2018/19, with limited increases during the forecast period reflecting the impact of inflation.

The Trust has been advised that merchandise income will be *higher* than forecast if physical retail space can be located. Annual net income could reach £200k or more per year, with this figure benchmarked against other South Bank retailers, such as the Tate and the National Theatre.

#### Upcoming work

The Trust will continue to explore whether physical retail space can be located, and will actively develop the online strategy.

## 4. Operating and Maintaining the Garden Bridge

### 4.1. Overview

In general, the Garden Bridge Trust's cost forecasts reflect:

- A predictable and manageable set of costs in line with similar projects, with experts providing guidance on key assumptions;
- A conservative approach, with a contingency fund designed to minimise the risk of any unforeseen costs;
- A management team, with significant experience of managing and delivering these projects and related costs.

The figure below provides an initial overview of the operating and maintenance costs.

Figure 15: Overview of the Garden Bridge Operating and Maintenance costs

	Cost	Garden Bridge Description	Trust experience
1	<b>Operation of the Garden Bridge</b>	■ Management and supervision of visitors, users and the space itself; litter picking and cleansing; remote CCTV monitoring; SBEG membership; insurance	✓
2	<b>Garden Maintenance</b>	■ Horticultural management of the trees and gardens by award-winning British company Willerby Landscapes	✓
3	<b>Asset Maintenance</b>	■ Preventative maintenance of the lifts, lighting and paving; periodic, formal inspections so that defects/damage can be identified and prioritized; provisions for the cost of lower level vandalism, theft etc	✓
4	<b>Renewals</b>	■ Provisions to allow for the replacement of services, systems and equipment when assets reach the limit of their useful, cost-effective life	✓
5	<b>Utilities and Services</b>	■ Electricity and water requirements; provisions for IT and related support services; waste disposal	✓
6	<b>Trust running Costs</b>	■ Costs and overheads associated with the Trust's operations and the Bridge's income opportunities. Including personnel, administration and office costs, etc.	✓
7	<b>Impact payment</b>	■ An annual impact mitigation payment to the London Borough of Lambeth	✓
8	<b>Contingency Fund</b>	■ Reasonable allowance to cover unidentified costs and to allow for optimism	✓

## 4.2. The Trust's approach

To forecast the operating cost base for the Garden Bridge, the Trust has:

- Received input from Lambeth and Westminster Councils, TfL, the GLA, the Trust's contractors (for example, Arup and Willerby Landscapes) and the South Bank Employers Group, as well as local community stakeholders;
- Received input from owners and operators of bridges, parks and publicly accessible gardens, within London;
- Engaged in informal dialogue with a range of further potential contractors;
- Benchmarked key assumptions to public and/or private data, where possible.

In line with this approach, in August 2015, the Garden Bridge Trust sought private market feedback for the annual cost of providing the services outlined in its Operational Management Plan (which are incorporated into the OMBP). A number of leading market participants provided cost estimates against a pre-defined schedule of service items relating to the operation of the Garden Bridge (including visitor hosts, security and cleaning), asset maintenance and waste disposal. This comparative assessment showed that the operating provisions assumed at the date of planning approval (December 2014), and peer reviewed by TfL and the GLA, remained reasonable and appropriate.

As highlighted in the Income Opportunities section, the majority of incremental costs associated with planned events will be borne by corporate and commercial partners, in line with market practice. This will also include additional visitor hosts, security, clean teams, insurance costs and utilities usage, which will be charged to partners. These incremental costs, unless otherwise stated, are not reflected below.

Costs forecasts will be refined further between now and the Bridge opening at the end of 2018 as the Trust engages with contractors and organisations that will assist in managing the Garden Bridge.

## 4.3. Cost forecasts

The table below shows the breakdown of projected costs for the five years of the business plan period.

*Figure: 16: Overview of cost forecasts, by category (£ '000)*

	2018/19	2019/20	2020/21	2021/22	2022/23
Operation of the Garden Bridge	1223	965	984	1004	1024
Garden Maintenance	113	113	113	113	113
Asset Maintenance	255	260	265	270	275
Renewals	261	266	271	277	282

Utilities and Services	152	155	158	161	165
Trust running costs	599	611	623	635	648
Impact payment	250	250	250	250	250
<b>Total costs (excl. contingency)</b>	<b>2,853</b>	<b>2,620</b>	<b>2,664</b>	<b>2,710</b>	<b>2,757</b>
Contingency Fund	270	275	279	284	289
<b>Total costs</b>	<b>3,123</b>	<b>2,895</b>	<b>2,943</b>	<b>2,994</b>	<b>3,046</b>
<i>Memo: Cumulative Contingency</i>	<i>270</i>	<i>545</i>	<i>824</i>	<i>1,108</i>	<i>1,397</i>

The Garden Bridge Trust would highlight the following items:

- Total costs are expected to be £3.0m in 2018/19 and will reach £3.2m by the end of the five year forecast period, with most increases due to the impact of inflation;
- The annual contingency fund reduces the risk profile of the Trust OMBP; the cumulative contingency fund will be £1.4m by the end of the plan (if no usage occurs).
- The costs are expected to be higher in year 1 to provide additional staff to appropriately manage the year 1 spike (25%)

#### 4.4. Review of cost items

This plan reviews the cost categories, key assumptions and cost forecasts below.

##### 4.4.1. Operation of the Garden Bridge

###### Description

Operations covers a number of key items: managers with overall responsibility for the space, garden, safety and security; hosts with responsibility for managing and supervising visitors, the users and the space itself; litter picking and cleansing operatives that ensure the demise is pleasant, safe and comparable to the adjacent spaces; and the securing of the demise out of hours, key-holding and out of hours attendance in the event of an emergency. The Trust has also made allowances for a number of other items (for example, insurance, South Bank Employers Group membership).

###### Approach and key assumptions

Costs are primarily driven by the number of employees required to manage Bridge operations, with the Trust considering the following items:

- The overall visitor experience;
- Safety and security;

- Operational commitment to public opening hours of 6am to midnight all year around;
- Estimated visitor numbers, including required staffing levels during three operational states (Off-Peak, Peak and Summer Peak);
- Likely behaviour characteristics of a visitor with respect to e.g. waste;
- Scoping of services and related costs with potential contractors, where applicable; and
- Anticipated wage rates with local stakeholders, where applicable.

Although the Trust anticipates that, for example, corporate partners would cover incremental costs associated with their events (in line with market practice), we have made a separate allowance for host, security and cleaning costs related to major donor events and the Annual Chairman’s Garden Party which are held by the Trust itself.

The Trust has also refined its operations costs based on discussions with the GLA Facilities & Open Spaces team and operators of assets of a similar nature, as well as regular dialogue with stakeholders North and South of the River through a monthly Operations Reference Group, and through consultation with the local community.

As noted above, in August 2015, the Garden Bridge Trust sought market feedback from a number of leading providers for service costings, which included operations estimates. This comparative assessment provided further evidence that estimates are appropriate and in line with the market.

#### Cost forecasts

*Figure 17: Operations forecasts, 5 years (£ '000)*

	2018/19	2019/20	2020/21	2021/22	2022/23
Operation of the Garden Bridge	1223	965	984	1004	1024

Operations costs are expected to be £1.2m in 2018/19, reflecting the additional resources required to manage the estimated spike in demand. Increases within the period reflect estimated inflation at approximately 2%

#### Upcoming work

The Trust plans to launch a formal tender for the majority of operations services in the second half of 2017.

### 4.4.2. Garden Maintenance

#### Description and forecasts

Award-winning British company Willerby Landscapes joined the Garden Bridge team in May

2015 and will be the contractor responsible for the horticultural management of the Garden Bridge for the first 5 years of the Bridge's life.

The Trust ran a competitive tender process for the contract, comprising a number of well-known landscaping companies.

The contract is performance-based and Willerby will be required to provide necessary staff for the garden appearance to meet DEFRA A1 standards. The total value of the contract is £563k over 5 years, which the Trust has allocated over the plan period.

*Figure 18: Garden Maintenance forecasts, 5 years (£ '000)*

	2018/19	2019/20	2020/21	2021/22	2022/23
Garden Maintenance	113	113	113	113	113

#### 4.4.3. Asset Maintenance

##### Description

Asset maintenance costs include the stewardship of the assets, surfaces and gardens so that the ambience is maintained, they are safe, secure and fit for purpose. This will typically involve the planned and preventative maintenance of the lifts, lighting, paving, and retention of a facilities maintenance provider to attend to faults and defects. Abuse allowances are included to meet the cost of addressing lower level vandalism, theft etc. which would be below the insurance excess levels. Inspections will also ensure the condition of the bridge and its services are periodically formally ascertained and any defects or damage identified and prioritised.

##### Approach and key assumptions

The Trust has relied on expert advice from our technical team, led by Arup, and other contractors to assess both the scope of items to include and the related costings. This has been refined with input from TFL's Highways and Tunnels team (including actual Bridge costing data, where available). In addition, the comparative assessment exercise completed by the Trust in August 2015 included services relating to asset maintenance, with returns from leading providers providing further evidence that the assumptions included in this plan are appropriate and in line with the market.

##### Cost forecasts

*Figure 19: Asset Maintenance forecasts, 5 years (£ '000)*

	2018/19	2019/20	2020/21	2021/22	2022/23
Asset Maintenance	255	260	265	270	275

Asset maintenance costs are expected to be £255k in 2018/19, reaching £275k by the end of the five year forecast period. Increases within the period reflect estimated inflation.

## Upcoming work

The Trust plans to launch a formal tender for selected asset maintenance services in the second half of 2017.

### 4.4.4. Renewals

#### Description

The Trust recognises that there is a limit to the useful, cost-effective life for each of the assets installed. The annual renewals provision affords for the replacement of services, systems and equipment on a planned basis and will ensure the Trust is funded to meet the whole life costs, be it in 5, 10, 15 or more than 20 years.

This provision covers a number of items from lighting, lifts, CCTV, Digital Video Recorders (DVRs), electrical and fire systems to balustrades and planting refresh costs.

#### Approach and key assumptions

The Trust's annual provisioning reflects our conservative approach to budgeting. In this regard, the Trust has made market-based assumptions on the replacement value of each asset and their respective useful lives, considering:

- Expert advice from our technical team, led by Arup, and other contractors;
- External guidance where applicable, e.g. CIBSE;
- Input from the GLA Facilities & Open Spaces team, and TFL's Highways and Tunnels team (including Bridge costing data, where available);
- Input from other bridge owners and operators, within London.

#### Cost forecasts

*Figure 20: Renewals forecasts, 5 years (£ '000)*

	2018/19	2019/20	2020/21	2021/22	2022/23
Renewals	261	266	271	277	282

Renewals costs are expected to be £261k in 2018/19, reaching £282k by the end of the five year forecast period. Increases within the period reflect estimated inflation.

#### Upcoming work

The Trust will continue to refine the replacement value assumptions with actual capital costing data provided by suppliers prior to Bridge construction.

#### 4.4.5. Utilities and Services

##### Description, key assumptions and forecasts

The Trust will consume building services in the form of electricity, water, and also require provision for IT and support services, and waste disposal.

The Trust has estimated these costs based on the following approach:

- Primary operational commitment to Bridge opening hours of 18 hours per day, 365 years a year;
- Likely usage rates, assuming maximum levels (where applicable);
- Anticipated service costings, based on market pricing.

The August 2015 comparative assessment exercise also market-tested assumptions on waste disposal, and found the Trust's assumptions to be in line and appropriate.

*Figure 21: Utilities and services forecasts, 5 years (£ '000)*

	2018/19	2019/20	2020/21	2021/22	2022/23
Utilities and services	152	155	158	161	165

Utilities and services costs are expected to be £152k in 2018/19, reaching £165k by the end of the five year forecast period. Increases within the period reflect estimated inflation.

##### Upcoming work

Utility costs will be refined following further assessment by the Trust's technical advisors.

#### 4.4.6. Trust running costs

##### Description

Trust running costs include overheads associated with the Trust's operations and the Bridge's income opportunities; for example, these include management, development and event personnel, and office and administration costs.

##### Approach and key assumptions

As noted in Section 2, the Trust's proposed management structure in the forecast period will be aligned to Bridge operations (versus the current structure which also includes Project delivery related to Bridge construction). The Trust has approached these costings by:

- Estimating the employees necessary to fulfil the Trust's proposed functions during the business plan period. This includes appropriate support and expertise to maximise income from the opportunities highlighted in this document;



- Benchmarking structure and salary/benefit levels to other major, London-based non-profits.

#### Cost forecasts

*Figure 22: Trust running costs forecasts, 5 years (£ '000)*

	2018/19	2019/20	2020/21	2021/22	2022/23
Trust running costs	599	611	623	635	648

Trust running costs are expected to be £599k in 2018/19, reaching £648k by the end of the five year forecast period. Increases within the period reflect estimates of wage inflation.

#### Upcoming work

The Trust will continue to refine its proposed management structure between now and the Bridge opening in Summer 2018. This will include consulting with other non-profits on their approach (e.g. functional allocation), with a view to confirming functional heads and other personnel in Q1/Q2 2018.

#### 4.4.7. Impact payment

##### Description and forecasts

The Trust has made an allowance for impact mitigation in the form of an annual Section 106 payment to the London Borough of Lambeth. This covers incremental costs borne by Lambeth, which include waste collection, security and cleaning in the local area. This is a £250k payment per annum, reviewed on an annual basis subject to open book assessments of the actual costs. The Trust has assumed that this is fixed throughout the forecast period.

*Figure 23: Impact payment forecasts, 5 years (£ '000)*

	2018/19	2019/20	2020/21	2021/22	2022/23
Impact payment	250	250	250	250	250

#### 4.4.8. Contingency fund

##### Description and forecasts

The Contingency fund is a reasonable, annual allowance made by the Trust to cover any unforeseen costs. This fund is equivalent to 10% of annual costs and underlines our conservative approach to forecasting in this plan, whilst reducing the overall risk profile of the Garden Bridge project.

Figure 24: Contingency fund forecasts, 5 years (£ '000)

	2018/19	2019/20	2020/21	2021/22	2022/23
Contingency fund	270	275	279	284	289

The annual contingency fund is expected to be £270k in 2018/19, reaching £289k by the end of the five year forecast period. Assuming no usage, the Trust will have a cumulative contingency fund of £1.4m by 2022/23.

As noted above, unused contingency allowances will be added to the Garden Bridge Endowment Fund.

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## 5. Delivering the Plan

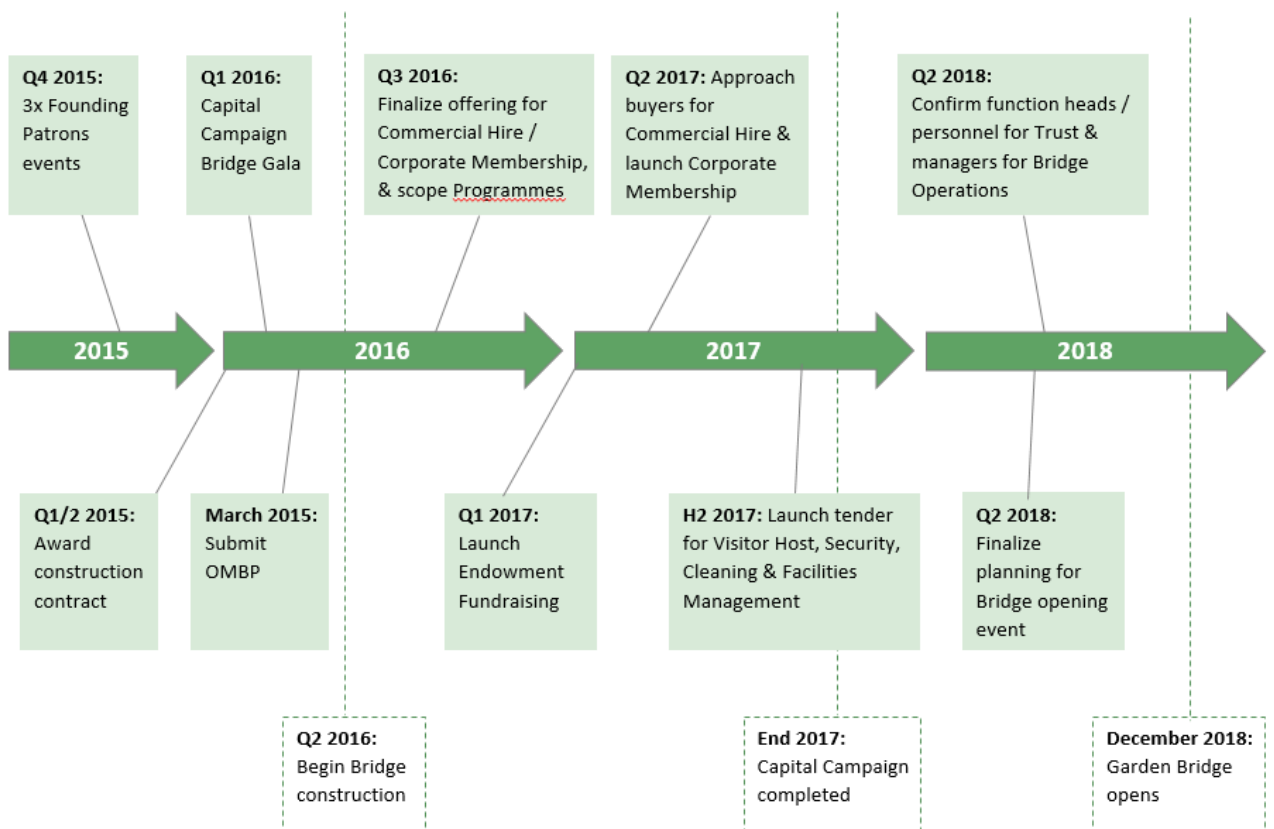
### 5.1. Overview

In conjunction with its advisors and key contracting partners, the Trust has developed detailed work plans in advance of the Garden Bridge opening at the end of 2018. These will also support the delivery of the Operations and Maintenance Business Plan and the related forecasts presented in this document.

### 5.2. Roadmap to 2018

The figure below provides an overview of selected activities that the Trust will undertake until Summer 2018, in support of the OMBP.

Figure 25: Upcoming activities in support of the OMBP



## 6. Risks and mitigating actions

Senior management and the Trustees have identified the major risks that could affect the Trust's work and put in place controls to manage these risks. Identifying and managing risks is an integral part of the roles of both the Executive Director and the Trust's Project Team and forms part of their daily work. Key controls include:

- A formal agenda and minutes for meetings of the Trustees and the Board committees.
- A formal risk assessment updated on a regular basis.
- Established organisational and governance structure and reporting lines.

The Finance and Audit Committee regularly reviews the Trust's risk register and reports back to the Board of Trustees. In addition, policies and procedures have been developed across operations, monitored by the Finance and Audit Committee.

The Trustees recognise that systems can only provide reasonable, and not absolute, assurance that major risks are being adequately managed. The Trustees confirm that the major risks to which the Trust is exposed, as identified by the Trustees, have been reviewed and they are satisfied that systems or procedures have been established to manage those risks.

The major risks to the Operations and Maintenance Business Plan are set out below.

One of the key risks is that Bridge opportunities yield lower incomes than forecast, or alternatively costs are higher. To mitigate this, the Trust has employed a conservative approach to forecasting, where income is derived from a diverse and balanced set of sources and a significant annual contingency fund is built into the cost projections. Both elements reduce the risk profile of the forecasts and business plan.

There is already an interest from funders to contribute to the ongoing operations of the bridge. The Trust has already secured a £2m commitment to the Trusts Endowment Fund by a single donor and the Trust is confident that other funders will consider this approach and that a reasonable endowment fund will be raised prior to opening. The Endowment Fund could be used if the annual contingency fund proved insufficient. To further minimise risk, the Trust is also in dialogue with potential donors to consider underwriting the costs associated with maintaining and operating the Garden Bridge during the first five years of operation.

In addition, there is a high certainty of cost based on the process in which GBT obtained these. In August 2015 the Garden Bridge Trust sought preliminary market feedback for the annual cost of providing the following services in accordance with the operating model outlined in the OMBP. The prices returned against a pre-defined schedule indicated that operating provision assumed previously at Planning Approval (December 2014), and peer reviewed by TfL and the GLA, remained reasonable and appropriate.

Closer to project completion the GBT intends to run various tendering opportunities for contracted services it may require, including but not limited to: facilities management, security,

and cleaning. The indicative market rates will help to validate operating assumptions, support our business planning, and shape our future procurement strategy in order to secure best value.

In advance of opening, the Trust will continue to regularly review its projections at the Executive and Board level so that mitigating actions can be deployed.

Another potential risk is that visitor numbers are lower than expected, which would have both reputational and financial impacts. To mitigate this, the Trust has put in place a marketing, public relations and communications strategy, which is designed to promote interest in the Garden Bridge until opening in 2018. In addition, the Trust is planning a major event to coincide with opening in 2018, to include political and community leaders.

The Trustees have considered and will continue to review, update, amend and consider risks that the Garden Bridge Project may face.

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## Annex 1: Financial review

The figure below sets out the consolidated income and cost projections over the five year forecast period. The Garden Bridge Trust forecasts that income will fund running costs in every year.

Figure 26: Consolidated Overview of Income and Costs, 5 year forecast (£'000)

	2018/19	2019/20	2020/21	2021/22	2022/23
<b>Income</b>					
Garden Bridge Fundraising	350	350	344	344	338
Commercial Event Hire	360	367	300	306	312
Corporate Membership	425	434	442	451	460
Contactless Public Donations	700	700	700	700	700
Endowment	600	620	640	657	675
Programme Sponsorship	350	350	350	350	350
Individual Patrons Scheme	320	319	319	318	318
Merchandise	50	51	52	53	54
<b>Total income</b>	<b>3,155</b>	<b>3,191</b>	<b>3,147</b>	<b>3,179</b>	<b>3,207</b>
<b>Costs</b>					
Operation of the Garden Bridge	1223	965	984	1004	1024
Garden Maintenance	113	113	113	113	113
Asset Maintenance	255	260	265	270	275
Renewals	261	266	271	277	282
Utilities and services	152	155	158	161	165
Trust running costs	599	611	623	635	648
Impact payment	250	250	250	250	250
<b>Total costs (excl. contingency)</b>	<b>2,853</b>	<b>2,620</b>	<b>2,664</b>	<b>2,710</b>	<b>2,757</b>
Contingency fund	270	275	279	284	289
<b>Total costs</b>	<b>3,123</b>	<b>2,895</b>	<b>2,943</b>	<b>2,994</b>	<b>3,046</b>
<b>Net income</b>	<b>33</b>	<b>296</b>	<b>204</b>	<b>185</b>	<b>161</b>
<i>Memo: Cumulative Contingency</i>	270	545	824	1,108	1,397

## Annex 2: Income opportunities – comparators

The figures below set out comparators for selected Garden Bridge income opportunities.

### Commercial Event Hire

Venue	Hire fee (£)	Availability
<i>Garden Bridge</i>	50,000 - 60,000	6 times per year
National Portrait Gallery <sup>1</sup>	22,000	All year
Natural History Museum <sup>2</sup>	20,000 - 25,000	All year
Roundhouse <sup>3</sup>	24,500	All year
The Shard <sup>4</sup>	15,000 - 20,000	All year

Notes: Prices exclude VAT

<sup>1</sup> Whole Gallery. Non-members

<sup>2</sup> North Hall & Hintze Hall. Weekday / weekend pricing

<sup>3</sup> Main Space

<sup>4</sup> View from the Shard. Peak & off-peak pricing

### Corporate Membership

Venue	Annual membership fee (£)
<i>Garden Bridge</i>	25,000
Historic Royal Palaces	10,000 - 100,000
National Portrait Gallery	9,000 - 17,000
National Theatre	10,000 - 50,000
Natural History Museum	5,000 - 35,000
Roundhouse	5,000 - 20,000

Notes: Prices exclude VAT. Ranges reflect different levels of membership

### Individual Patrons Scheme

Venue	Annual patron fee (£)
-------	-----------------------

<i>Garden Bridge</i>	<i>5,000 - 10,000</i>
Historic Royal Palaces	250 - 5,000
National Portrait Gallery	1,525 - 15,000+
National Theatre	1,500 - 12,000+
Natural History Museum	1,000 - 10,000
Royal Academy	1,750 - 10,000+
Royal Horticultural Society	5,000
The Tate	1,000 - 10,000

Note: Ranges reflect different levels of membership

### Public Donations

Venue	Total visitors per year	Average donation per visit
Tate	7.9 million <sup>1</sup>	£0.06 <sup>2</sup>
National Gallery <sup>3</sup>	6.3 million	£0.08 <sup>4</sup>
Science Museum <sup>5</sup>	5.3 million	£0.37
British Museum	6.7 million	£0.13
V&A <sup>6</sup>	2.3 million	£0.15
Natural History Museum <sup>7</sup>	5 million	£0.05

Note: The new contactless donations scheme that has been trialled indicates an increase of 10–20% in public donations due to the ease of the giving platform. The figures above show income via traditional donation boxes on site.

<sup>1</sup> Total for all Tate locations. The Board of Trustees of the Tate Gallery Annual Accounts 2014–2015.

<sup>2</sup> Combined Tate Modern and Tate Britain. Note the average donation at Tate Britain is £0.10. Interview with Andrew Barnett, Cashier and Finance Assistant, Tate.

<sup>3</sup> The National Gallery Annual Report and Accounts for the year ended 31 March 2015.

<sup>4</sup> Interview with Aimee Hooper, Visitor Giving and Campaigns, National Gallery.

<sup>5</sup> Science Museum Group Annual Report and Accounts 2014–2015.

<sup>6</sup> 2010 actuals from the V&A Strategic Plan 2010–2015.

<sup>7</sup> The Natural History Museum Trustees' Audit & Risk Committee 60<sup>th</sup> Meeting on Wednesday 8<sup>th</sup> May 2013.



## Annex 3: External Advisors

The external advisors to the Garden Bridge Trust are set out below:

### **Design, Engineering and Landscape**

Arup  
13 Fitzroy Street  
London W1T 4BQ

Heatherwick Studio  
356-364 Gray's Inn Road  
London WC1X 8BH

Dan Pearson Studio  
73 Cornhill  
London EC3V 3QQ

Willerby Landscapes  
Bridge Nurseries  
Four Elms, Edenbridge  
Kent TN8 6RN

### **Auditors**

Crowe Clark Whitehill LLP  
St Bride's House  
10 Salisbury Square  
London EC4Y 8EH

### **Legal Advisors**

Bircham Dyson Bell  
50 Broadway  
London SW1H OBL

### **Bankers**

Citi Bank  
Citigroup Centre  
Canada Square  
Canary Wharf  
London E14 5LB

Metro Bank  
One Southampton Row  
London WC1B 5HA

## Annex 4: Operations & Maintenance Standards

The following list of standards and guidelines set out the minimum levels to which the Garden Bridge will be operated and maintained. These standards will be updated as required and will reflect any updates should the guidance or standards change in the future:

### Waste Management & Cleaning

- Waste must be stored and collected in line with the both Planning Authority guidance documents. Waste stores must be deep cleaned at regular intervals.

*London Borough of Lambeth –*

<https://www.lambeth.gov.uk/sites/default/files/rr-Lambeth-Architects-Code-of-Practice.pdf>

*Westminster City Council –*

[http://transact.westminster.gov.uk/docstores/publications\\_store/planning/waste\\_storage\\_booklet\\_7-01-15.pdf](http://transact.westminster.gov.uk/docstores/publications_store/planning/waste_storage_booklet_7-01-15.pdf)

- Gardens and planting areas to be kept to Grade A standard, all other publicly accessible spaces to be kept to Grade B standard as minimum level at all times.

*DEFRA Code of Practice on Litter and Refuse: Part 1*

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/221087/pb11577\\_b-cop-litter.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/221087/pb11577_b-cop-litter.pdf)

- Pedestrian Bins - Emptied a minimum of 5 times per day including an end of day empty.
- Deep Clean - Bridge must undergo a deep clean once a year – Pathways, stairs, lifts, ramp, podium transitional areas, promontories, benches, bins, toilets, welfare areas, stores, pump rooms, plant rooms, etc.
- Public Toilets - Toilets to be maintained to high standard of cleanliness and staffed with an attendant to facilitate cleaning with a visible cleaning schedule and monitoring system.

### Deliveries & Vehicle Movements

- All Visitor Hosts to be trained “Banksman” to ensures GBT meets all legal requirements and reduces the risk of costly accidents when carrying out common, but potentially dangerous, reversing manoeuvres in publicly accessible areas.

*RoSPA – Banksman Reversing Guidance.*

<http://www.rospa.com/safety-training/on-road/driver-training/banksman/1-day/>

### Security

- All Visitor Hosts to be SIA trained, licensed and accredited to CSAS to enforce GBT conditions of entry, and appropriately and safely manage visitors during peak periods.

CSAS – Community Safety Accreditation Scheme certification

<http://content.met.police.uk/Site/csas>

SIA – Security Industry Authority licensed

<http://www.sia.homeoffice.gov.uk/Pages/home.aspx>

- Bridge must be staffed 06:00 – 00:00 every day (unless closed to the public) and secured overnight by patrols and CCTV monitoring as set out in the Security plans of the OMP.
- Lighting – Bridge lighting must cleaned and maintained to meet the minimum standards (LUX Levels) set out in Lighting Strategy, Security plans within the OMP and meet

guidelines set by the Design Out Crime Officer.

**Environment**

- Environment Agency - Bathymetric surveys undertaken to ensure that the permanent structure does not unduly influence scouring over greater periods of time at intervals agreed with the Environment Agency (EA).

**Maintenance**

- All products and services to be maintained inline with Service Level Agreements as specified in the maintenance schedule upon hand over of the asset from construction to operations and annexed in the OMP. e.g. lift repairs, broken windows, etc.

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## Expenditure against Garden Bridge project code

31 August 2016

Company	Description	Cost (£)
<b>Section A</b>		
BDB	Legal services	626,477
CABE	Desktop review	3,500
Douglas Edwards QC	Legal services	10,098
EFTEC	Business case work	14,000
Environment Agency	Advice & review	2,709
Eversheds LLP	Legal services	34,825
Falcon Chambers - Oliver Radley-Gardner	Legal services	840
Heatherwick Studios	Design services	52,425
Hogan Lovells	Legal services	2,716
HR Wallingford	Surveys	36,750
John McGhee QC	Legal services	11,520
Landmark Chambers - Tom Weekes	Legal services	8,100
LB Lambeth	Planning Performance Agreement	35,500
London Underground Ltd	Internal costs	63,331
Marine Management Organisation	Pre-application licensing charges	2,366
Monument Consultancy Ltd	Project Management services	112,890
Nigel Giffin QC	Legal services	5,940
Peter Neal	Scoping study	10,725
Stephanie Hall	Legal services	4,098
TfL Marketing/Advertising	Public consultation activities	151,784
TfL Surface Transport	Internal costs	50,165
Wallingford Environmental Surveys	Surveys	3,735
Wragge Lawrence Graham / Gowling WLG	Legal services	21,444
ARUP	Engineering services	8,421,980
VAT adjustment		(3,410)
	<b>Section A subtotal</b>	<b>9,684,508</b>
<b>Section B</b>		
London Underground Ltd	Internal costs & Step Free Access work	227,019
TfL Property	Internal costs	225,956
TfL Surface Transport	Internal costs	451
AECOM	Advice and research	29,838
Wragge Lawrence Graham / Gowling WLG	Legal services	466,372
Stephanie Hall fees adjustment		(438)
VAT adjustment		(990)
	<b>Section B subtotal</b>	<b>948,208</b>
	<b>Total</b>	<b>10,632,716</b>

**Section A**  
Section A includes expenditure that was incurred prior to the signing of the funding agreement between TfL and the Garden Bridge Trust, in July 2015.

**Section B**  
Section B includes expenditure that was incurred outside the original terms of the funding agreement between TfL and the Garden Bridge Trust.

## Grant payments made to the Garden Bridge Trust

Date of grant payment	Amount (£)
09/07/2015	8,478,922
10/08/2015	1,741,570
16/11/2015	3,500,000
15/12/2015	3,000,000
12/02/2016	3,000,000
23/02/2016	2,500,000
23/03/2016	4,500,000
<b>Total</b>	<b>26,720,492</b>

These payments have been made in line with the schedule in the funding agreement between TfL and the Garden Bridge Trust, which is available on the TfL website at <https://tfl.gov.uk/corporate/publications-and-reports/temple-footbridge>

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## Breakdown of funding to date, August 2016

<b>GOVERNMENT</b>	
HM Treasury	£30 million
Transport for London	£10 million
Transport for London (loan monies)	£20 million
<b>TRUSTS &amp; FOUNDATIONS</b>	
The Monument Trust	£20 million
ANONYMOUS Foundation	£5 million
Garfield Weston Foundation	£2 million
The Taylor Family Foundation	£2 million
ANONYMOUS Trust	£1.5 million
Atkin Charitable Foundation	£1 million
The Sackler Trust	£1 million
David and Claudia Harding Foundation	£250,000
Hintze Family Charitable Foundation	£200,000
The Deborah Loeb Brice Foundation	£200,000
<b>COMPANIES</b>	
ANONYMOUS Family	£5 million
Sky	£5 million
Citi	£2 million
Glencore	£750,000
ICAP	£502,000
Harrods	£172,805
Burberry	£150,000
Huntsman Savile Row	£75,000
Royal Mail Group	£25,000
<b>INDIVIDUALS</b>	
ANONYMOUS Donor	£4 million
ANONYMOUS Donor	£2 million
Victor Lo	£1 million
ANONYMOUS Donor	£250,000
Angel Xue	£250,000
Goodwin Gaw	£100,000
Michael Gross	£50,000
John Scott	£25,000
<b>OTHER</b>	
Confidential until launch announcement	£12.6 million
Various (gift aid/events/balustrade/small donations)	£2.274 million
<b>Total</b>	<b>£129.374 million</b>
<b>SERVICES IN KIND</b>	
EY	£500,000

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## Public spend at 30 September

TfL	c. £million
Services in kind, covered under the funding agreement (primarily on securing planning permission, legal fees and TfL internal staff costs)	10.67
Grant payments, as per the schedule in the funding agreement	13.25
<b>TOTAL</b>	<b>23.92</b>
<hr/>	
DfT	
Grant payments, as per the schedule in the funding agreement	13.45
<hr/>	
<b>TOTAL PUBLIC SPEND AT 31 AUGUST</b>	<b>37.37</b>

Further payments under the funding agreement can be requested at certain points, but the Trust must meet a series of conditions before any payment is made.

Future grant and loan payments can be requested:	c. £million
7 months after signing the construction contract i.e. from September 2016	10.00
19 months after signing the construction contract i.e. from September 2017	10.00
On practical completion of the project (now expected 2019)	2.61
<b>TOTAL REMAINING TO BE PAID</b>	<b>22.61</b>
<i>of which TfL</i>	<i>6.06</i>
<i>of which DfT</i>	<i>16.55</i>
<hr/>	
<b>TOTAL PUBLIC CONTRIBUTION</b>	<b>60.00</b>
<i>of which TfL</i>	<i>30.00</i>
<i>of which DfT</i>	<i>30.00</i>

£20 million of TfL's contribution to the project will be repaid as a loan.

Up to £9 million of the DfT's contribution to the project is available to the Garden Bridge Trust until construction commences, as an underwriting of potential cancellation liabilities.

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This document contains a list of the Freedom of Information requests that TfL has responded to which relate to the Garden Bridge project. Some of the responses contain a large volume of material, so they have not been provided as part of this information pack. Any responses can be supplied on request.

Case Reference	Request Summary
FOI-1404-1415	Please supply the business case supporting TfL's proposed 30 million investment in the proposed Garden Bridge. Please supply a BCR. Please also supply numbers of travellers estimated to be actually crossing the bridge as part of a journey (not just visiting it as an attraction), hourly, weekly, and monthly - and estimated crossing time at varying times, given estimated visitor numbers. Please report the effects of bridge closures, and of any ticketing system (or other system of control of numbers, such as turnstiles) that is proposed.
FOI-1557-1415	Please can you send me the three returns (tender submissions) from the three firms invited to tender through the attached document sent out by TfL in February 2013? The firms were Heatherwick Studio, Marks Barfield Architects and Wilkinson Eyre Architects and the contract was a concept designer role for a new pedestrian bridge over the Thames. Can you also please send me the scores the three firms achieved in the different categories so I can see why Heatherwick Studio was selected?
FOI-1668-1415	May I ask what plans there are to secure funding of the maintenance of the bridge in perpetuity? And also who has agreed to act as guarantor if the Garden Bridge Trust fails to meet it's obligation? I'd like to add to my request the current list of donors for the Garden Bridge. Can you confirm this please?
FOI-1683-1415	Under the Freedom of Information Act 2000, I would like to ask what assessment criteria you applied in deciding to award £30 million of public money to the project to build Green Bridge across the River Thames in London.
FOI-1837-1415	1 - on what basis was the garden bridge granted TfL funding (at least £30M)? 2 – on what basis was The Diamond Jubilee Bridge rejected funding? 3 – is spending of such sums as £30m wholly in the remit of the mayor or is there a committee that agrees the validity of the procurement 4 – is a £30m procurement subject to the TfL's procurement regulations 5 – where TfL's procurement regulations followed in regard to the garden bridge funding 6 – who is responsible for ensuring that TfL funding is ethical, in the public interest and proportionate?
FOI-0031-1516	I refer to the Garden Bridge consultation which was carried out by TfL between the 1st November and 20th December 2013. I am informed that the majority of responses (97.3%) were submitted via the TfL online portal while a further 66 responses were submitted either on paper, by email or telephone to TfL.  Please confirm a breakdown of the number of respondents by London Borough for those within London, and the total number of respondents who lived outside London.

Case Reference	Request Summary
FOI-0089-1516	<p>Please supply email correspondence between October 2014 and April 2015 between Transport for London and the Mayor's Office on the proposed Garden Bridge.</p> <p>If that is too large then please focus on correspondence about the funding of the Garden Bridge.</p> <p>And also provide correspondence outlining the transport case for the Garden Bridge.</p>
FOI-0147-1516	<p>Concerning the Garden Bridge project, the information provided by the bidders for the tender.</p> <p>Please can I see the bids that were made by each bidder.</p>
FOI-0808-1516	<p>Can you please provide me with all correspondence including letters, emails and meetings between TfL and the Garden Bridge Trust between October 2013 and May 2014?</p>
FOI-1038-1516	<p>Please publish the conditions and terms of agreement that were reached between the Greater London Authority and the Garden Bridge Trust in relation to the ongoing maintenance of the Garden Bridge.</p>
FOI-1106-1516	<p>Description of the information that I require:- Information in respect of The Garden Bridge Trust (GBT) and Planning Application (). This is a FOI request for a complete schedule of meetings, events and communications between Transport for London Executives / officers and employees of TfL with the Garden Bridge Trust and its Trustees, employees and agents. This should include any associated meetings with Joanna Lumley and all other trustees, all the GBT team and their contractors including agents and contractors Heatherwick Studios and ARUP. This should detail any entertainment and gifts associated with the meetings.</p> <p>Specific Documents that I require:-</p> <ul style="list-style-type: none"> <li>• Schedules of meetings (formal or social), with attendees, locations, times and dates and minutes where available.</li> <li>• E-mails and letter communications, as well as any other relevant contextual information associated with the meetings.</li> <li>• Details of entertainment and gifts where applicable.</li> <li>• Summary of decisions made/actions agreed at the meeting/event.</li> </ul> <p>Dates for the which the information request is required:-</p> <ul style="list-style-type: none"> <li>• 1 January 2013 to Present (18 September 2015)</li> </ul>
FOI-1121-1516	<p>Under the FOI Act, please send me minutes of the early 2013 meeting on the subject of the Garden Bridge/Temple to South Bank footbridge involving Mayor Boris Johnson, TfL's commissioner and TfL's managing director of planning. This followed a presentation to the mayor by Heatherwick Studio on the proposal for a 'Garden Bridge' and is referenced on page 2 of the the recently released internal review attached.</p>

Case Reference	Request Summary
FOI-1352-1516	<p>Under the FOI Act, please send me the email sent by TfL to Thomas Heatherwick Studio on 26th Feb 2013 requesting clarification on the rates within the firm's bid for the Garden Bridge/Thames Footbridge concept design tender. Please also send me any reply from Thomas Heatherwick Studio whether this is in the form of a letter, email, note or telephone call.</p> <p>2 please send me the email exchange which took place on 8th March 2013 between TfL Planning and TfL Commercial on the subject of the technical and commercial evaluations of the three bids for the Garden Bridge/Thames footbridge design concept tender.</p> <p>3 please send me all written/telephone/minuted instructions made to TfL on the subject of the Garden Bridge/Thames Footbridge from Mayor Boris Johnson or any of his deputy mayors in the time period covering the last six months of 2012 and the first six months of 2013.</p>
FOI-1403-1516	<p>If possible, could I have a list of people who requested that changes be made to the draft of the internal audit review of the Garden Bridge design process published on 22nd July 2015. I would like to know the names and job titles of people who asked for changes, and what changes they asked to be made.</p>
FOI-1465-1516	<p>Under the FOI Act, please send me minutes of the Mayor of London's meeting with Thomas Heatherwick on the 1st February 2013 which concerned the Garden Bridge project. I have previously addressed this question to the GLA and they have said they don't hold any such information.</p> <p>Please answer this specific request ASAP given the ongoing inquiry into the Garden Bridge held by the London Assembly's oversight committee which is chaired by Len Duvall (CCd in).</p>
FOI-1495-1516	<p>I have read that you are providing a £20m public loan, repayable over 50 years for the "Garden Bridge" development in London.</p> <p>I would like any documents that set out the terms of this loan.</p>
FOI-2174-1516	<p>Under the Freedom of Information Act, please provide me with all dates for meetings that a) Joanna Lumley and b) Thomas Heatherwick had with the following individuals between May 11 2012 and February 1 2013 on the subject of the Garden Bridge:</p> <ul style="list-style-type: none"> <li>• Richard De Cani</li> <li>• Michele Dix</li> <li>• Peter Hendy</li> </ul> <p>For each meeting, also provide minutes if available. If minutes are not available, please provide a short description of the purpose of the meeting and what was discussed.</p>

Case Reference	Request Summary
FOI-2176-1516	<p>Under the Freedom of Information Act, please provide me with all email correspondence on the subject of the Garden Bridge (or Temple to South Bank footbridge) sent by Richard De Cani or received by Richard De Cani between May 11th 2012 and March 8th 2013 which involved any of the following individuals:</p> <ul style="list-style-type: none"> <li>• Boris Johnson</li> <li>• Edward Lister</li> <li>• Isabel Dedring</li> <li>• Peter Hendy</li> <li>• Michele Dix</li> </ul>
FOI-0521-1617	<p>If it is true that the mayor is suddenly being equivocal about the Garden Bridge project, then I'd like to know exactly what information he has that rest of us don't regarding this Monumental waste of public time and money. If he has suddenly discovered a compelling reason to support this obscene nonsense, then the relevant documents should be made available to the people who will be paying for the damn thing. And on top of this, the planning process itself was dubious - those documents need to be seen. If the public are paying for this the public should know why.</p>
FOI-0556-1617	<p>Under the FOI Act, please can you detail all conditions which have been imposed by the Port of London Authority (PLA) on the construction of the Garden Bridge please? In particular, I'd like to know about PLA conditions which aim to minimise the navigational risk associated with the project and why these risks exist please?</p>
FOI-0633-1617	<p>Please provide full itemised accounts of all expenditure on the Garden Bridge by TfL and the Garden Bridge Trust of all public funds spent, given or loaned by TfL and/or the Treasury/ Department of Transport , including full details of all contracts entered into to date, including contracting entities, services to be provided, monies already paid and contract cancellation costs, and full details of proposed loan repayment schedules and budgeting for loan repayments by the Garden Bridge Trust</p>

Case Reference	Request Summary
FOI-0661-1617	<p>Time period for the FOI request: 3 week period prior to the date of this letter, the 26th June 2016 (for the avoidance of doubt.)</p> <p>Information in respect of The Greater London Authority (GLA), Transport for London (TfL), Lambeth Council, The Garden Bridge Trust (GBT) and Coin Street Community Builders (CSCB) in respect of the Garden Bridge Trust.</p> <ul style="list-style-type: none"> <li>• Please provide a schedule of meetings, meeting minutes, related telephone calls, emails and any associated communications between all the parties listed above in respect of the Garden Bridge Project / Trust.</li> <li>• Please provide any documentation in respect of the Garden Bridge Trust between all the parties above – specifically focused on the negotiation of the Heads of Terms in respect of the GBT and Coin Street Community Builders including details about any negotiations by Lambeth Officers and all the parties listed above. Associated documentation should be included.</li> <li>• Specifically, the FOI should include information in respect of communications, meetings and discussions etc. between David Bellamy (GLA AND CHIEF OF STAFF TO SADIQ KHAN), Lib Peck (Lambeth), Sean Harris (CEO Lambeth), TfL members (Alex Williams, Fiona Fletcher-Smith and other TfL parties) and CSCB.</li> </ul> <p>I would request that you note that this FOI is of significant public interest and is very likely to become of the object of very significant public scrutiny in the near future. Parallel requests have been made to all the relevant parties listed and a number of interested external parties have been copied on this request confidentially.</p>
FOI-0859-1617	Please could I have a list of all the international Countries that have made donations towards / for the garden Bridge Project
FOI-1041-1617	Please could I have a list of the names of all International Companies and individuals that have donated to the Garden Bridge Project.
FOI-1091-1617	I am writing to request a project directory which includes a list of subcontractors, suppliers and consultants & telephone numbers involved in the New garden bridge spanning the River Thames between Victoria Embankment at Temple to South Bank.
FOI-1139-1617	<p>Under the Freedom of Information Act I am writing requesting the following information.</p> <p>In respect of a TfL Framework call off:- ref TfL 90001 Task 112 Temple Bridge, of 2013 I request: -</p> <p>The technical bid submissions made by all bidders who submitted tenders, along with the detailed assessment evaluations, all associated notes that contributed towards these evaluation recorded by all the assessors, and the contract entered into between the winning bidder(s) and TfL.</p>

<b>Case Reference</b>	<b>Request Summary</b>
FOI-1176-1617	<p>Under the Freedom of Information Act I am writing requesting the following information.</p> <p>In respect of a TfL Framework call off:- ref TfL 90001 Task 112 Temple Bridge, of 2013 I request: -</p> <p>The evaluation assessment feedback as prepared and issued by TfL to all the 13 bidders who made tender submissions.</p> <p>A dated registry scheduling all the documentation received by TfL from all bidders whether in hard copy or digitally.</p>



# GREATER LONDON AUTHORITY

## REQUEST FOR MAYORAL DECISION – MD1248

### Title: Temple to South Bank Footbridge Development Proposals

#### Executive Summary:

It has been agreed by the Greater London Authority (GLA) and Transport for London (TfL) that TfL will undertake activities to develop and help enable a proposed footbridge (the Garden Bridge) connecting Temple and South Bank.

The approvals below are sought to enable TfL to do so.

#### Decision:

That the Mayor:

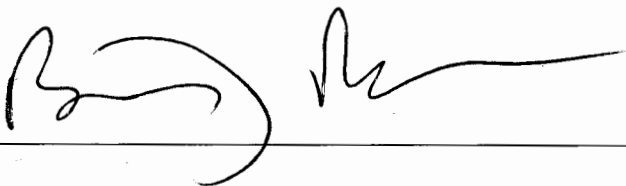
1. Delegates to TfL the exercise of the Mayor's powers under sections 30 and 34 of the Greater London Authority Act 1999 ("the GLA Act") to further the promotion of social development and the environment in Greater London and to do such things calculated to facilitate, or is conducive to, that purpose by undertaking activities to develop and help enable the footbridge project; and
2. Directs TfL to use the powers as noted above and to make budgetary provision in that regard.

#### Mayor of London

I confirm that I do not have any disclosable pecuniary interests in the proposed decision, and take the decision in compliance with the Code of Conduct for elected Members of the Authority.

The above request has my approval.

Signature:



Date: 27.08.13

## **PART I - NON-CONFIDENTIAL FACTS AND ADVICE TO THE MAYOR**

### **Decision required – supporting report**

#### **1. Introduction and background**

- 1.1 A new footbridge has been proposed in central London connecting Temple with the South Bank, including a new garden amenity space located on the bridge.
- 1.2 The Mayor is keen to support this proposal on the basis that TfL would take the role of “enabler”, securing the necessary powers and consents, helping to secure the funding for construction and future maintenance from third parties, helping to establish an appropriate structure for its delivery and, potentially, providing project management expertise during construction. There is no intention that TfL takes ownership of the structure, or responsibility for its ongoing operation and maintenance.
- 1.3 It is proposed that TfL undertake activities, including but not limited to the following, to promote the project:
- Contributing to the cost of developing the project to the point where third party funding has been identified and secured, with a view to seeking recovery of these costs in due course.
  - Establishing a clear policy statement of need for a crossing of the Thames in this area which defines specific objectives and outcomes for the project and receives buy in from the relevant local authorities.
  - Developing strategies for the following matters: procurement of the design; land and consents; funding and sponsorship and procurement for delivery and construction.
  - Offering technical assistance and advice.
  - Advising on and assisting with the formation of a suitable entity which would secure and manage the necessary funds (for example, a new charity).
- 1.4 It is intended that these initial development costs will be accommodated from within TfL’s existing budget, but that TfL will seek to recover these costs if possible in due course.
- 1.5 TfL has a range of statutory functions and powers, set out in the GLA Act, which relate to “transport facilities and services” and in relation to TfL’s status as a highway authority. It is, however, not completely clear that developing this footbridge is entirely within those powers because the concept of creating a new garden on the bridge as a public amenity and visitor attraction goes beyond the transport functionality of a new bridge.
- 1.6 It is therefore appropriate for the Mayor to delegate his powers under sections 30 and 34 of the GLA Act to TfL and to direct TfL as to the exercise of its powers (including the powers delegated to it) which will allow TfL to make budgetary provision for, and carry on, the activities included in the delegation.

#### **2. Objectives and expected outcomes**

- 2.1 The strategic objective is:

“to provide an iconic new pedestrian garden bridge across the River Thames, linking Temple Underground station to the South Bank, with construction and maintenance funded by third parties.”

- 2.2 A number of other objectives have been identified as follows:

- To improve the walking links between Temple station and the South Bank, and between Waterloo station and the Temple/Fleet Street area;
- To provide a new garden and amenity space over the River Thames, accessible to the general public;
- To encourage greater interaction between the visitor economy on either side of the Thames in this area;
- To encourage new visitor trips to this part of central London.

2.3 It is clear that the project objectives go much wider than transport benefits, however the Mayor has asked Transport for London to take a lead on the project on behalf of the GLA group, on the basis that TfL is best placed to provide the planning, engineering, environmental and legal skills necessary for this project.

2.4 This section outlines at a high level the outcomes and benefits against which the project's success will be assessed. They are divided according to the five overall TfL goals against which the project has benefits.

<b>Goal</b>	<b>Benefit</b>
Support economic development and population growth	The bridge will improve links to and from the South Bank creative quarter (within two London Plan Opportunity Areas) and better connect it to other parts of central London. The creative industries are a major net contributor to the UK economy.
	In addition the bridge is intended to become a tourist attraction for London, aiding the visitor economy which is a major source of income and employment for London.
Enhance the quality of life for all Londoners	The bridge will provide a new garden in the heart of London, and provide a new cross-Thames route offering greatly improved ambience to pedestrians re-routing from existing road bridges.
	In encouraging walking, the bridge will improve the health of people switching from other forms of transport (buses, taxis) to walking for all or part of their journeys.
Improve the safety and security of all Londoners	The bridge will provide a new traffic-free route, and promote the use of existing traffic-free routes (such as the Thames Path) to access the new bridge, in preference to existing on-street routes.
Improve transport opportunities for all Londoners	The new bridge will improve links between the more deprived communities south of the Thames with the heart of central London.
	In addition it will provide a new step-free river crossing from the South Bank (step-free routes to the road bridges in this area are circuitous).

Reduce transport's contribution to climate change and improve its resilience

The new bridge will encourage walking activity, by providing an attractive new walking route as an alternative to the existing road bridges on either side.

### **3. Planned delivery approach**

- 3.1 It is intended that a new charitable entity will be established, which will be responsible for leading the delivery of the new bridge, should it raise sufficient funding to allow the project to proceed. TfL may be asked to provide assistance during those phases of work, but the delivery will ultimately be the responsibility of the charitable entity.

### **4. Other considerations**

#### **Links to strategies and Mayoral and corporate priorities**

- 4.1 The proposed footbridge furthers Proposal 60 of the Mayor's Transport Strategy (MTS) by improving the walking experience, enhancing the urban realm and ensuring safe, comfortable and attractive walking conditions.
- 4.2 The proposed footbridge will contribute towards the Mayoral objectives and policies set out in the London Plan. Policy 2.10 of the London Plan states that the Mayor will improve infrastructure for walking within the Central Activities Zone. The proposed footbridge would provide additional capacity for pedestrians and encourage walking by ensuring an improved public realm, which is supported by Policy 6.1 of the London Plan. The cultural, environmental and urban realm benefits of the proposed bridge are supported by Policies 2.18 (Green Infrastructure), 4.6 (Support for Arts, Culture, Sport and Entertainment Provision), and 7.18 (Protecting Local Open Space).

#### **Impact assessments and Consultation**

- 4.3 Under section 149 of the Equality Act 2010, as public authorities, the Mayor and TfL must have 'due regard' to the need to eliminate unlawful discrimination, harassment and victimisation as well as to advance equality of opportunity and foster good relations between people who share a protected characteristic and those who do not. In addition, the Mayor has a duty to have due regard to the principle that there should be equality of opportunity for all people (see paragraph 6.2(a) below).
- 4.4 The footbridge will be accessible to pedestrians with restricted mobility, including ramps and/or lifts to allow access at each end for pedestrians in wheelchairs, with pushchairs, and with difficulty using steps. Currently the adjacent bridges (Waterloo and Blackfriars) are not directly accessible from the South Bank without the use of steps or a lengthy diversion to the nearest step-free route. As well as providing a step-free route across the river for pedestrians, the bridge will provide a new garden in the centre of London, a new amenity space for both residents and visitors, and will better link the communities on the South Bank with the rest of central London. There will be no charge to access the bridge, allowing its enjoyment by all Londoners.
- 4.5 The GLA have consulted with TfL in accordance with the statutory requirement set out at section 6.2(c) below.

#### **Risk**

- 4.6 As TfL will be contracting (and financing the procurement of) the supplies and services required there is no risk to the GLA.

- 4.7 There is a risk that suitable third party funding for the construction, maintenance and operations of the bridge will not be secured. In the event of this happening, the project will not proceed.
- 4.8 In addition, there is a risk that TfL's initial development costs will not be recovered.
- 4.9 TfL will adopt sound project management techniques in carrying out the project and will develop a risk management strategy to mitigate against these known risks.

## **5. Financial comments**

- 5.1 TfL will contribute to funding the initial development of the proposal, and, potentially, provide project management expertise during the construction phase, and will seek to recover the initial development costs of the proposal.
- 5.2 Any failure by TfL to recover its costs would impact upon savings required to be delivered through the Mayor's annual budgeting process and may have a knock-on effect on the GLA or other members of the group.

## **6. Legal comments**

- 6.1 The proposed footbridge falls within the Mayor's power in section 30 of the GLA Act to act on behalf of the GLA to do anything which he considers will further the promotion of social development and the environment in Greater London. Section 34 of the GLA Act allows the Mayor to do anything which is calculated to facilitate or is conducive or incidental to the exercise of any of his functions including those in section 30 (and includes activities to develop the footbridge).
- 6.2 In formulating the proposals in respect of which this decision is sought officers have complied with the GLA's related statutory duties in sections 30 to 33 of the GLA Act to:
- (a) pay due regard to the principle that there should be equality of opportunity for all people;
  - (b) consider how the proposals will effect the health of persons in Greater London, health inequalities between persons living in Greater London, the achievement of sustainable development in the United Kingdom and climate change and its consequences. Further, the Mayor must exercise the power in such a way as to promote improvement in these areas; and
  - (c) consult with bodies or persons the Authority considers appropriate.
- 6.3 The GLA is not incurring expenditure as a result of this decision and is therefore in compliance with section 31(1) of the GLA Act.
- 6.4 Section 38 of the GLA Act provides that the Mayor may delegate the exercise of his section 30 and 34 powers to TfL.
- 6.5 Section 155 of the GLA Act provides that the Mayor may direct TfL to exercise its functions (which include those delegated to it) in any manner specified in a direction and may issue specific directions to TfL as to the exercise of its functions.
- 6.6 Both the delegation and direction must be in writing and are attached at Appendix A. GLA has consulted TfL regarding the delegation and direction.

## **7. Investment & Performance Board**

- 7.1 This matter relates to expenditure by TfL and there is not an available IPB meeting before contracts of these activities need to be placed. It has not, therefore, been considered by IPB.

**Appendices and supporting papers:**

Appendix: Mayoral Delegation and Direction to TfL.

**Public access to information**

Information in this form (Part 1) is subject to the Freedom of Information Act 2000 (FOI Act) and will be made available on the GLA website within one working day of approval.

If immediate publication risks compromising the implementation of the decision (for example, to complete a procurement process), it can be deferred until a specific date. Deferral periods should be kept to the shortest length strictly necessary. **Note:** This form (Part 1) will either be published within one working day after approval or on the defer date.

**Part 1 Deferral:**

**Is the publication of this approval to be deferred? YES**

If YES, for what reason: Pending finalisation of delivery structure and public announcement, expected in September

Until what date: 25 September 2013

**Part 2 Confidentiality:** Only the facts or advice considered to be exempt from disclosure under the FOI Act should be in the separate Part 2 form, together with the legal rationale for non-publication.

**Is there a part 2 form – NO**

**ORIGINATING OFFICER DECLARATION:**

Drafting officer to confirm the following (✓)

**Drafting officer:**

David Solman has drafted this report in accordance with GLA procedures and confirms the following have been consulted on the final decision.

✓

**Assistant Director/Head of Service:**

Victoria Hills has reviewed the documentation and is satisfied for it to be referred to the Sponsoring Director for approval.

✓

**Sponsoring Director:**

Fiona Fletcher-Smith has reviewed the request and is satisfied it is correct and consistent with the Mayor's plans and priorities.

✓

**Mayoral Adviser:**

Isabel Deding has been consulted about the proposal and agrees the recommendations.

✓

**Advice:**

The Finance and Legal teams have commented on this proposal.

✓

**EXECUTIVE DIRECTOR, RESOURCES:**

I confirm that financial and legal implications have been appropriately considered in the preparation of this report.

Signature

Date 22 August 2013

**CHIEF OF STAFF:**

I am satisfied that this is an appropriate request to be submitted to the Mayor

Signature

Date 22:08:2013





**MAYORAL DELEGATION AND DIRECTION**

**TO**

**TRANSPORT FOR LONDON**

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**IN RELATION TO THE TEMPLE TO SOUTH BANK FOOTBRIDGE  
DEVELOPMENT PROJECT**

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**MAYORAL DELEGATION AND DIRECTION  
MD 1248**

**BACKGROUND**

- A. A new footbridge has been proposed in central London connecting Temple with the South Bank.
- B. The Mayor is keen to support this proposal on the basis that Transport for London ("TfL") be responsible for developing and promoting the project, assisting with the securing of third party funding to enable the footbridge to be constructed and maintained and providing technical assistance and advice.
- C. TfL will be required to make and enter into arrangements and undertake certain activities for the delivery of the above proposal.
- D. It is now intended to formally record these arrangements by way of Mayoral Direction and Delegation.
- E. To the extent that TfL requires a delegation of the GLA's statutory functions to enter into arrangements to facilitate the delivery of the above proposal, the Mayor's general and subsidiary powers under the Greater London Act 1999 ("the Act") are delegated for that purpose.

**DELEGATION**

- 1. In accordance with section 38 of the Act, I hereby delegate to TfL the exercise of the Mayor's powers under sections 30 and 34 of the Act for the purposes of complying with the terms of this direction as set out at section 2 below.

**DIRECTION**

- 2. In accordance with section 155 of the Act, I hereby direct TfL to exercise its powers and the powers delegated to it to undertake activities to promote and develop proposals to facilitate the delivery of the footbridge connecting Temple with the South Bank.
- 3. This Delegation and Direction is subject to all expenditure incurred by TfL pursuant to this Direction, shall be incurred in accordance with TfL's internal corporate governance arrangements and all relevant legislation and rules of law.

Signed.....  
Boris Johnson – Mayor of London

Dated 27.8.13.....

# GREATER LONDON AUTHORITY

## REQUEST FOR MAYORAL DECISION – MD1355

### Title: Garden Bridge Development Proposals

**Executive Summary:**

A new footbridge (the “Garden Bridge”) is proposed for central London connecting Temple with the South Bank and providing a new pedestrian crossing of the Thames in Central London and a major new public space. The Mayor is supporting this proposal on the basis it will help deliver the Mayor’s overall objectives for transport, the environment and social and economic development.

This Mayoral Decision directs Transport for London (TfL) to exercise its powers and powers delegated to it hereunder to provide, from TfL’s own budget, funding of up to £30 million to the Garden Bridge Trust (“GBT”) for the purposes of securing the delivery and construction of the Garden Bridge.

**Decision:**

That the Mayor:

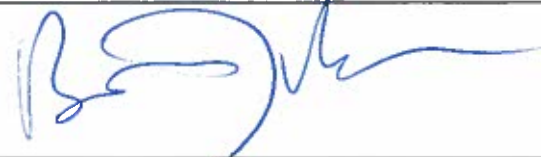
1. Delegates to TfL the exercise of the Mayor’s powers under sections 30 and 34 of the Greater London Authority Act 1999 (“the GLA Act”) in accordance with the Delegation contained in Appendix A to this Decision.
2. Directs TfL to use its powers and the powers delegated to it under (1) above to:
  - (i) provide funding of up to £30 million to the Garden Bridge Trust (“GBT”), for the purposes of securing the delivery and construction of the Garden Bridge, on such terms and conditions and in such form or manner as considered appropriate by TfL;
  - (ii) do anything that it necessary or expedient for the purposes of (i) above; and
  - (iii) do anything that is conducive or ancillary to the above activities.

in accordance with the Direction contained in Appendix A, and to make budgetary provision in that regard.

**Mayor of London**

I confirm that I do not have any disclosable pecuniary interests in the proposed decision, and take the decision in compliance with the Code of Conduct for elected Members of the Authority.

The above request has my approval.

**Signature:**  **Date:** 27/06/14

## **PART I - NON-CONFIDENTIAL FACTS AND ADVICE TO THE MAYOR**

### **Decision required – supporting report**

#### **1. Introduction and background**

- 1.1 A new footbridge (the “Garden Bridge”) is proposed for central London connecting Temple with the South Bank and providing a new pedestrian crossing of the Thames in Central London and a major new public space, currently planned to be open from 6am to midnight. The Mayor is supporting this proposal on the basis it will help deliver the Mayor’s overall objectives for transport, the environment and social and economic development.
- 1.2 In 2013 the Mayor delegated his powers under sections 30 and 34 of the GLA Act to TfL and directed TfL as to the exercise of its powers (including the powers delegated to it) which allowed TfL to make budgetary provision for, and carry on, the activities included in that delegation (see MD1248). TfL has undertaken activities, including but not limited to the following, to promote the project:
- Contributing to the cost of developing the project to the point where an application for planning consent was submitted;
  - Producing a Business Case for a crossing of the Thames in this area which defines specific objectives and outcomes for the project;
  - Supporting GBT in developing strategies for the following matters: procurement of the design; land and consents; funding and sponsorship; and procurement for delivery and construction;
  - Offering general technical assistance and advice; and
  - Advising on and assisting with the formation of a new charity responsible for securing and managing the necessary funds for construction and ongoing operations, to construct the Garden Bridge and to be responsible for its subsequent operations and maintenance.
- 1.3 These initial development costs have been accommodated from within TfL’s existing budget. Since then, GBT has been established as a company limited by guarantee with charitable status, and will be responsible for leading the project forward including the next stage of design, procurement, construction and ongoing operation of the bridge. GBT will be responsible for raising the necessary funds for construction and ongoing operations.
- 1.4 The Mayor and the Government have agreed to make a capital contribution towards delivery of the Garden Bridge of up to £30 million each. The contribution from the Mayor (through TfL) will include costs incurred and those continuing to be incurred by TfL on the project.

#### **2. Current Position**

- 2.1 Since 2013, TfL has been progressing those matters outlined in the earlier Mayoral Direction and Delegation (see MD1248) as summarised below.
- Design Development
- 2.2 TfL has funded and managed a design team to progress the overall concept for the Garden Bridge into a developed design that is capable of being submitted for full planning permission. This design work has enabled details relating to the external appearance, layout and formation of landing structures to be defined that is compatible with RIBA Stage C. This level of design has enabled a full Environmental Assessment to be undertaken that has been submitted as part of the planning application.
- 2.3 As part of this design development process, a major consultation exercise was undertaken at the end of 2013. In parallel with this, TfL has been working with the three local authorities affected and landowners and other stakeholders.

## Business Case

- 2.4 TfL has been developing a detailed Business Case for the Garden Bridge in accordance with HMT requirements. This “five case” business case assesses the strategic fit, the overall costs and benefits of the Garden Bridge as well as the financial and management case. A summary of the Business Case is attached to this Mayoral Direction and Delegation (as Appendix B) which highlights the key benefits of the Garden Bridge as follows:
- The Garden Bridge will create new opportunities for walking in Central London, reducing journey times and supporting a shift towards journeys by foot across Central London;
  - The Garden Bridge will support economic development on both sides of the river, in particular, by acting as a catalyst for development in the North Bank area by improving accessibility and increasing footfall in the area around the Strand and Aldwych;
  - The Garden Bridge will generate health benefits through an increase in the number of people walking in Central London;
  - The Garden Bridge will create a new London icon and visitor attraction, encouraging more tourists to visit and encouraging them to stay for longer; and
  - The Garden Bridge will create a new open space which will enrich the quality of life for residents, commuters and visitors.
- 2.5 In addition, the Garden Bridge will showcase British design, engineering and landscape industries and will become a marketable international icon, much like the new Routemaster, creating significant promotional and branding benefits for London and the UK. The Business Case has a benefit to cost ratio of 1.9:1.

## Delivery Model

- 2.6 TfL has supported the creation of a new, independent entity – GBT – a company limited by guarantee with charitable status that will be responsible for the funding, delivery and the ongoing operation and maintenance of the Garden Bridge. GBT has been operational since January 2014 and is putting the necessary resources in place to lead the delivery and ongoing operational phase of the project. This includes a fundraiser and project director to lead the next stage of the project. GBT has appointed seven Trustees to lead the project, chaired by Lord Mervyn Davies.

## Costs

- 2.7 The estimated cost for the Garden Bridge is £159 million. This is the estimated cost in 2014 prices and includes scheme development, planning, construction, risk and contingency, inflation and VAT.
- 2.8 The cost of ongoing operation and maintenance is estimated to be £2.5 million per annum in 2014 prices. As the bridge structure itself is being designed so that it is very low maintenance, it will be the garden itself that will be the main source of ongoing more intensive maintenance and there will be a requirement for permanent staffing, including gardeners and supervisory staff undertaking landscape maintenance tasks most days. It could also involve the use of volunteers and incorporate education/training elements.
- 2.9 The maintenance regime will cover annual planting and soil treatment requirement, maintenance of plant and equipment, provision of gardening consumables and cyclical landscaping “renewal” and “enhancement”. In addition to soft landscaping responsibilities, hard landscaping will require regular maintenance to keep all surfaces clean and serviceable with repairs and replacements undertaken as they become necessary. There will also be ongoing costs associated with crowd control and security.

## Fundraising

- 2.10 The Government has agreed, subject to a satisfactory business case, to make a £30m contribution towards delivery costs and the Mayor has agreed to match this with an additional contribution of £30m, which will include costs incurred (and continuing to be incurred) to date by TfL on the project. Payments to GBT will be staged to cover pre- and post-construction contract award activities, with conditions to be met before funds

are provided. It is proposed that around £Bm each will be provided by TfL and the Government in the pre-contract phase; if the project does not proceed beyond the stage, this funding will be at risk.

- 2.11 GBT is developing a fundraising strategy to raise the remainder of the funds which includes contributions from high net worth individuals, charitable trusts and commercial organisations. It will be a condition of the post-contract award funding from TfL and the Government that GBT can demonstrate that it has secured, or is able to secure, the balance of funding required to construct the Garden Bridge, and to cover operations and maintenance costs for a sustained period of time.

### **3. Objectives and expected outcomes**

- 3.1 The proposed footbridge will contribute towards the Mayoral objectives and policies set out in the London Plan. Policy 2.10 of the London Plan states that the Mayor will improve infrastructure for walking within the Central Activities Zone. The proposed footbridge would provide additional capacity for pedestrians and encourage walking by ensuring an improved public realm, which is supported by Policy 6.1 of the London Plan. The cultural, environmental and urban realm benefits of the proposed bridge are supported by Policies 2.1B (Green Infrastructure), 4.6 (Support for Arts, Culture, Sport and Entertainment Provision), and 7.1B (Protecting Local Open Space). The proposed footbridge furthers Proposal 60 of the Mayor's Transport Strategy (MTS) by improving the walking experience, enhancing the urban realm and ensuring safe, comfortable and attractive walking conditions.

### **4. Equality Comments**

- 4.1 Under section 149 of the Equality Act 2010, as public authorities, the Mayor and TfL must have 'due regard' to the need to eliminate unlawful discrimination, harassment and victimisation as well as to advance equality of opportunity and foster good relations between people who share a protected characteristic and those who do not. In addition, the Mayor has a duty to have due regard to the principle that there should be equality of opportunity for all people.
- 4.2 The Garden Bridge will be accessible to pedestrians with restricted mobility, including lifts to allow access at each end for pedestrians in wheelchairs, with pushchairs, and with difficulty using steps. Currently the adjacent bridges (Waterloo and Blackfriars) are not directly accessible from the South Bank without the use of steps or a lengthy diversion to the nearest step-free route. As well as providing a route across the river for pedestrians, the Garden Bridge will provide a new garden in the centre of London, a new amenity space for both residents and visitors, and will better link the communities on the South Bank with the rest of central London. There will be no charge to access the bridge, allowing its enjoyment by all Londoners.
- 4.3 The Garden Bridge is designed for pedestrians and it is not possible to integrate facilities for cycling in the design, given the number of pedestrians expected to use the bridge and its function as a garden. As part of the broader cycling work across London and the delivery of the Mayor's cycling programme, initiatives are being developed to improve facilities for cycling in the area, including on the neighbouring Blackfriars Bridge where the proposed north-south Cycle Superhighway is proposed. This will provide a safe, convenient segregated route over the Thames at the adjacent Blackfriars Bridge for cyclists where the potential conflict with pedestrians is less. Waterloo Bridge, Blackfriars Road and Upper Ground are already identified as routes signed or marked for use by cyclists.
- 4.4 To support the planning application for the Garden Bridge a full Environmental Assessment has been carried out supported by an Equalities Impact Assessment and Health Impact Assessment. The Environmental Statement highlights some temporary and permanent significant adverse effects on the environment, although these need to be balanced against the beneficial significant effects. Adverse effects include a temporary impact on the ITV studios as a result of construction works and a permanent impact on some London's views (although this should be balanced against the creation of new views and viewing points from the Garden Bridge). The HIA and the EqIA conclude that there are no significant impacts that cannot be satisfactorily mitigated. The HIA and the EqIA are attached as Appendix C and Appendix D respectively.

## 5. Other considerations

### Consultation

- 5.1 GLA has consulted TfL regarding the delegation and direction.
- 5.2 Public consultation was launched on 1 November 2013 and the community were given seven weeks to respond, and the consultation closed on 20 December 2013. The consultation was managed by TfL on behalf of GBT. Steer Davies Gleave was commissioned to analyse the responses and provide a Consultation Report. The Consultation Report is attached as Appendix E and can also be found on the Garden Bridge Trust website at [http://www.gardenbridgetrust.org/consultation\\_report.pdf](http://www.gardenbridgetrust.org/consultation_report.pdf). A key aspect of the consultation was to inform the public and stakeholders about the scheme and provide an opportunity for them to influence the development of scheme proposals.
- 5.3 Consultation on the Garden Bridge was intended to establish what specific issues the public and stakeholders might have, either with the concept of the scheme or with specific elements of its design, and how these might be addressed and improved. The consultation was not intended to promote or seek support for the Garden Bridge, but instead to understand the views of the public and stakeholders regarding the scheme.
- 5.4 Comments on the Garden Bridge were sought from a wide target audience. The consultation was directly promoted to residents living in the City of Westminster and the LB Lambeth, as well as the public across London and the rest of the UK. Comments were also sought from a large number of stakeholder groups. The consultation strategy was designed with 'hard to reach' groups in mind by using a range of consultation methods; using accessible locations for the exhibitions; maximising opening hours to enable hard to reach groups to attend; and producing consultation material in several different formats.
- 5.5 The key issues that arose from the pre-application public consultation are detailed in the consultation report, which also explains how these issues have been considered in developing the design of the scheme. In total, 2,451 responses to the consultation were received. Of these, 2,426 were from the public and 25 were from stakeholders.
- 5.6 There were two levels of analysis. Firstly, each response to the consultation was assigned a flag according to the respondent's broad overall position in regards the bridge proposals and the content of their response. Four categories of position emerged during the analysis, as follows:
- Respondents who were supportive of the Garden Bridge and had no suggestions for improvements or changes - 67 per cent
  - Respondent who were supportive of the Garden Bridge and suggested a change to further improve the scheme - 20 per cent
  - Respondents who would not support the Garden Bridge unless a specific condition(s) were met - 5 per cent
  - Respondents who would not support the Garden Bridge under any circumstances - 8 per cent
- 5.7 The second level of analysis involved an in-depth review of the range of issues raised by each respondent. Every response was analysed and each separate issue expressed was listed as a 'comment' in a code frame. These were grouped into broad 'themes', according to the nature of the issue being raised. The entire list of themes raised in the consultation is set out in the attached consultation report but in summary, the key themes raised were as follows:
- Accessibility features of the bridge design including access for cyclists
  - Alternative locations
  - How funding for the bridge might be raised
  - The type of planting on the bridge
  - Health & safety concerns
  - Ways in which the public might become involved in managing or maintaining the bridge

### Risks

- 5.8 Where TfL exercises the Mayor's powers under delegation, it is the GLA that retains legal liability for TfL's exercise of those delegated powers.

5.9 There is a risk that planning powers are not secured or that suitable third party funding for the construction, maintenance and operations of the bridge will not be secured by GBT. In the event of this happening, the project will not proceed and pre-contract award funding (currently anticipated to be around £8m for each of TfL and the Government) will not be recoverable.

## 6. Financial comments

6.1 There are no financial implications for GLA from this proposal. TfL is making a contribution towards the cost of delivering the Garden Bridge of £30m. This funding was secured in the TfL Budget at the TfL Board Meeting of the 26 March 2014. In addition to this, TfL staff will provide some ongoing support to the delivery of the project.

6.2 Any changes to this proposal will be subject to further approval via the Authority's decision-making process as necessary.

6.3 Transport team within the Development, Enterprise & Environment Directorate with TfL will be responsible for managing this proposal.

## 7. Legal comments

### Delegation and Direction

7.1 This Mayoral Decision asks the Mayor to delegate to TfL his powers under sections 30 and 34 of the GLA Act to enable and empower TfL to provide funding of up to £30 million to GBT, for the purposes of securing the development and construction of the Garden Bridge.

7.2 Section 38 of the GLA Act provides that the Mayor may delegate the exercise of his section 30 and 34 powers to TfL.

7.3 For the delegation and direction to provide the funding to be lawful, the proposed funding itself must be lawful; namely within the scope of section 30(1 – 2) of the GLA Act, in that it must further one or more of the principal purposes of promoting economic development wealth creation, promoting social development and promoting the improvement of the environment in Greater London. In deciding to direct TfL to exercise his section 30 power, the Mayor must also:

- (i) have regard to effect that his decision will have on the health of persons in Greater London, health inequalities between persons living in Greater London, the achievement of sustainable development in the United Kingdom and climate change and its consequences (sections 30(3-5) of the GLA Act;
- (ii) pay due regard to the principle that there should be equality of opportunity for all people (section 33 of the GLA Act); and
- (iii) have due regard to the Public Sector Equality Duty; namely the need to eliminate discrimination, harassment, victimisation and any other conduct prohibited by the Equality Act 2010, and to advance equality of opportunity between persons who share a relevant protected characteristic (race, disability, gender, age, sexual orientation, religion or belief, pregnancy and maternity and gender reassignment) and persons who do not share it and foster good relations between persons who share a relevant protected characteristic and persons who do not share it (section 149 of the Equality Act 2010);

7.4 To address these matters, the Mayor is asked to consider Appendix B (a summary of the Business Case) referred to at paragraph 2.4 above; and Appendix C (the Health Impact Assessment) and Appendix D (the Equalities Impact Assessment) referred to at paragraph 5.4 above.

7.5 Section 32 of the GLA Act requires the Mayor to consult in accordance with that section when exercising his powers under section 30 of the GLA Act. Paragraph 2 of the Delegation to TfL attached at Appendix A requires TfL to exercise the powers delegated to it in accordance with the requirements of sections 30-34 of the GLA Act.



- 7.6 Section 155 of the GLA Act provides that the Mayor may direct TfL to exercise its functions (which include those delegated to it) in any manner specified in a direction and may issue specific directions to TfL as to the exercise of its functions.
- 7.7 Both the delegation and direction must be in writing and are attached at Appendix A.
- 7.8 Where TfL exercises the Mayor's powers under delegation, it is the GLA that retains legal liability for TfL's exercise of those delegated powers.

#### TfL exercising the Mayor's delegated powers

- 7.9 In exercising (under delegated authority) the Mayor's powers under section 30 of the GLA Act, TfL must comply with the matters set out at 8.3 (i-iii) above. In addition, before exercising that power and providing funding, TfL must, in accordance with section 32 of the GLA, consider what (if any) consultation is appropriate and must consider consulting with any London borough council; the Common Council; and voluntary bodies some operating in Greater London; bodies which represent the interests of different racial, ethnic or national groups in Greater London; bodies which represent the interests of different religious groups in Greater London; and bodies which represent the interests of persons carrying on business in Greater London.
- 7.10 Paragraph 2 of the Delegation to TfL attached at Appendix A requires TfL to exercise the powers delegated to it in accordance with the requirements of sections 30-34 of the GLA Act.

#### TfL's powers

- 7.11 TfL has various powers concerning the provision of transport and transport related matters, which are contained in sections 156 – 160, and Schedule 12 of the GLA Act.

#### The Funding Agreement and related matters

- 7.12 The funding agreement with GBT will be structured in such a way as to address any procurement law and state aid concerns.

### **8. Investment & Performance Board**

- B.1 This matter relates to expenditure by TfL. It is not required to be considered by IPB.

### **9. Programme and Next Steps**

- 9.1 The planning application was submitted to Westminster and Lambeth on the 30 May. This is referable to the Mayor as an application of potential strategic importance. It is a major application with many supporting documents including 46 verified views showing the bridge from different locations. There are also a series of supplementary consents that will follow including listed building consents.
- 9.2 Assuming planning consent is granted and subject to the necessary funds being raised by GBT, the programme milestones for the Garden Bridge are set out below:
- Planning application submitted – May 2014
  - GBT to progress next stage of design and procurement – July 2014
  - Planning consent secured – October 2014
  - Construction to commence – End 2015
  - Construction complete – mid 2018

#### **Appendices and supporting papers:**

- Appendix A: Mayoral Delegation and Direction to TfL.  
Appendix B: Summary of the Business Case  
Appendix C: Health Impact Assessment  
Appendix D: Equalities Impact Assessment  
Appendix E: Consultation Report

**Public access to information**

Information in this form (Part 1) is subject to the Freedom of Information Act 2000 (FOI Act) and will be made available on the GLA website within one working day of approval.

If immediate publication risks compromising the implementation of the decision (for example, to complete a procurement process), it can be deferred until a specific date. Deferral periods should be kept to the shortest length strictly necessary. **Note:** This form (Part 1) will either be published within one working day after approval or on the defer date.

**Part 1 Deferral:**

**Is the publication of this approval to be deferred? NO**

If YES, for what reason:

Until what date: (a date is required if deferring)

**Part 2 Confidentiality:** Only the facts or advice considered to be exempt from disclosure under the FOI Act should be in the separate Part 2 form, together with the legal rationale for non-publication.

**Is there a part 2 form – NO**

**ORIGINATING OFFICER DECLARATION:**

Drafting officer to confirm the following (✓)

**Drafting officer:**

Christian van der Nest has drafted this report in accordance with GLA procedures and confirms the following have been consulted on the final decision.

✓

**Assistant Director/Head of Service:**

Tim Steer has reviewed the documentation and is satisfied for it to be referred to the Sponsoring Director for approval.

✓

**Sponsoring Director:**

Fiona Fletcher-Smith has reviewed the request and is satisfied it is correct and consistent with the Mayor's plans and priorities.

✓

**Mayoral Adviser:**

Isabel Dedring has been consulted about the proposal and agrees the recommendations.

✓

**Advice:**

The Finance and Legal teams have commented on this proposal.

✓

**EXECUTIVE DIRECTOR, RESOURCES:**

I confirm that financial and legal implications have been appropriately considered in the preparation of this report.

Signature

*M. J. Allen*

Date

24.6.14

**CHIEF OF STAFF:**

I am satisfied that this is an appropriate request to be submitted to the Mayor

Signature

*Z. [unclear]*

Date

24.06.2014

# GREATER LONDON AUTHORITY

## REQUEST FOR MAYORAL DECISION – MD1472

### Title: Garden Bridge Guarantees

**Executive Summary:** A new footbridge (the “Garden Bridge”) is being developed for central London by the Garden Bridge Trust (“the Trust”). It will connect Temple with the South Bank, provide a new pedestrian crossing of the Thames in central London and result in a major new public space. The Mayor is supporting this proposal on the basis it will help deliver his objectives for transport, the environment and social and economic development. This Mayoral Decision approves the provision of guarantees by the Greater London Authority (“GLA”) in relation to the Garden Bridge, subject to suitable terms and arrangements being agreed. It directs Transport for London (“TfL”) to perform such activities as are necessary or expedient to fulfil the obligations to be set out in those guarantees, other than those relating to the establishment, upkeep, maintenance and operation of the gardens and public spaces; to undertake activities in relation to the Garden Bridge to protect the interests of the GLA and TfL; where appropriate, to provide limited support to the delivery of the Garden Bridge project; and to provide funding of up to £60m (incorporating £30m from the Government) to the Trust, for the purposes of securing the delivery and construction of the Bridge.

**Decision:** Subject to agreement as to the terms of the guarantees and to appropriate arrangements being in place between the GLA and the Trust giving the GLA appropriate rights in the event such guarantees are called upon, and the Trust demonstrating to the Mayor’s satisfaction that it has secured a satisfactory level of funding to operate and maintain the Garden Bridge for at least the first five years from its completion, the Mayor:

- Approves the GLA’s provision of a guarantee to the Port of London Authority in respect of the obligations on the Garden Bridge Trust as a result of the river works licence;
- Approves the GLA’s provision of a guarantee to Westminster City Council to secure the ongoing maintenance of the Garden Bridge; and
- Approves the GLA’s provision of a guarantee to the London Borough of Lambeth to secure the ongoing maintenance of the Garden Bridge.

The Mayor:

- Delegates to the Executive Director of Resources the authority to agree the terms and conditions of the guarantees and the related arrangements, and to execute or authorise the execution of the guarantees and any related documentation;
- Delegates to TfL the exercise of the Mayor’s powers under sections 30 and 34 of the Greater London Authority Act 1999 in accordance with the Delegation contained in the Appendix to this Decision; and
- Directs TfL to use its powers and the powers delegated to it by the GLA in accordance with the Direction contained in the Appendix to this Decision.

### Mayor of London

I confirm that I do not have any disclosable pecuniary interests in the proposed decision, and take the decision in compliance with the Code of Conduct for elected Members of the Authority.

The above request has my approval.

Signature:



Date:

4 JUNE 2015

## **PART I - NON-CONFIDENTIAL FACTS AND ADVICE TO THE MAYOR**

### **Decision required – supporting report**

#### **1. Introduction and background**

- 1.1 MD1248 (August 2013) directed TfL to undertake activities to develop and help enable the Garden Bridge. The Mayor was keen to support the proposal on the basis that TfL would take the role of “enabler” but with no expectation that the GLA or TfL should take ownership of the structure or responsibility for its ongoing operation and maintenance.
- 1.2 Construction, operation and maintenance of the Garden Bridge are the responsibility of the Garden Bridge Trust, an independent charity specifically set up for the purpose. The Trust has secured £120m of funding in principle towards their overall target for construction of £169m (inclusive of VAT) and there are a number of live conversations with other potential funders. Annual operating, maintenance and fundraising costs are estimated at £2.8m.
- 1.3 MD1355 (June 2014) directed TfL to provide funding of up to £30m to the Trust for the purposes of securing the delivery and construction of the Garden Bridge.
- 1.4 Planning consent for the Garden Bridge was granted by Lambeth Borough Council (“Lambeth”) on 19 December 2014 and by Westminster on 22 December 2014. An application for judicial review of the Lambeth decision has been made by a local resident. The substantive hearing of this application is due to take place on 10 and 11 June. The Trust is now leading the next stage of the project, including progressing work on discharging the various planning conditions, continuing with the procurement of the contractor and securing the various land agreements.
- 1.5 This MD covers three issues that need to be resolved before the Trust can progress the project further:
- The Port of London Authority (“PLA”) guarantee;
  - The guarantee required by Westminster City Council (“Westminster”) (as a condition to its planning permission) to secure the ongoing maintenance of the Garden Bridge; and
  - A guarantee to Lambeth, in similar format to that to be given to Westminster, to secure the ongoing maintenance of the Garden Bridge.

#### **PLA guarantee**

- 1.6 The PLA owns and controls the airspace and river bed within which the Garden Bridge will pass. This requires a river works licence to be granted which will effectively give the Trust the authority (in perpetuity) to construct over and into the river. The licence will place a series of obligations on the Trust to maintain the structure so it complies with the PLA’s statutory requirements to keep the river open for shipping. Similar licences were agreed for the Emirates Air Line, the Hungerford Bridges and the Millennium Bridge, which involved either Transport for London or the local Boroughs providing the level of guarantees required with the River Works Licence.
- 1.7 The PLA is requiring another body to guarantee the obligations of the Trust. The licence will require the Trust to comply with obligations in respect of the construction and ongoing operation and maintenance of the Garden Bridge. While the PLA is content for the Trust to be the signatory of the river works licence, they are seeking a guarantor who would be able to meet the terms of the licence in the event the Trust could not. Without a guarantee a river works licence will not be granted to the Trust and the Garden Bridge will not be built.
- 1.8 It is proposed that the GLA should give such a guarantee. Under the Greater London Authority Act 1999 (“the GLA Act”), TfL could only provide a limited guarantee (subject to an appropriate

delegation of the GLA's functions), and this would be restricted to financial obligations only. This would not meet the PLA's requirements for the guarantee to extend to the performance of the obligations of the guarantee (i.e. making good the situation) – not just the cost of making good the situation. The GLA has broader powers (under section 30(1) and (2) of the GLA Act) to guarantee both the financial and non-financial obligations of the Trust under the licence.

- 1.9 In accordance with the Delegation and Direction set out in the Appendix, TfL will be directed by the Mayor to fulfil the obligations placed on the GLA by the PLA guarantee, other than those relating to the establishment, upkeep, maintenance and operation of the gardens and public spaces, and to make appropriate budgetary provision in that regard.

#### Westminster and Lambeth Guarantees

- 1.10 Each planning consent for the Garden Bridge (from Westminster and Lambeth) has numerous planning conditions attached to it, including a requirement for the Trust to enter into separate Section 106 agreements with the boroughs before construction commences.
- 1.11 In addition, Westminster has imposed a condition which requires a guarantee to "secure the on-going maintenance of the proposed bridge". Westminster's concern is similar to that of the PLA, i.e. the long-term ability of the Trust to operate and maintain the Garden Bridge as required. Without a guarantee the planning condition will not be met and the Garden Bridge will not be built. On 7 May 2015 the Trust wrote to Lambeth to confirm that it is prepared to commit itself to provide an equivalent guarantee to that required by Westminster, "to secure the ongoing maintenance of the Development" (i.e. the Garden Bridge).
- 1.12 It is proposed that the GLA should provide guarantees to Westminster and Lambeth to cover the maintenance of the bridge structure and maintenance and operation of the garden and public space should the Trust not be able to do so. As with the PLA guarantee, this needs to be provided by the GLA rather than TfL because TfL would be restricted to guaranteeing financial obligations only, which would be unlikely to meet Westminster's and Lambeth's requirements.
- 1.13 In accordance with the Delegation and Direction set out in the Appendix, TfL will be directed by the Mayor to fulfil the obligations placed on the GLA by the Westminster and Lambeth guarantees, other than those relating to the establishment, upkeep, maintenance and operation of the gardens and public spaces, and to make appropriate budgetary provision in that regard.

#### Garden Bridge Trust funding position and likelihood of guarantees being called upon

- 1.14 The Garden Bridge Trust has done a detailed analysis of bridge costs and income to demonstrate that its funding plans are robust. Income is projected to exceed operating costs by £1.025m each year. This balance in funds will be used to cover the operating costs of the Trust. Annual income is projected to be £3m including from retail, events, merchandise, ongoing fundraising, a patrons' scheme, corporate memberships and an endowment fund. The estimated annual operating and maintenance costs for the bridge are £1.975m.
- 1.15 Given the Trust's projected annual revenue surplus, it is the clear expectation that the guarantees described above will not need to be called upon. It is expected that income will exceed costs for the life of the bridge. There will also be a five yearly assurance process to incorporate any changes to the annual position. The Trust will articulate any changes to costs or income through a five yearly business plan, approved by the Mayor, which will demonstrate how future operating and maintenance costs will be covered.

#### Other matters

- 1.16 In accordance with the Delegation and Direction set out in the Appendix, TfL will also be directed to undertake activities in relation to the Garden Bridge to protect the interests of the GLA and TfL; where appropriate, to provide limited support to the delivery of the Garden Bridge project; and to

provide funding of up to £60m (incorporating £30m from the Government) to the Trust, for the purposes of securing the delivery and construction of the Garden Bridge.

- 1.17 As stated above, MD1355 (June 2014) directed TfL to provide funding of up to £30m to the Trust for the purposes of securing the delivery and construction of the Garden Bridge. TfL will now be providing £60m of grant funding to the Trust, and this is reflected in the Delegation and Direction set out in the Appendix. This £60m incorporates the £30m contribution from the Government, which for administrative convenience is being made through TfL. There is no additional cost to TfL.

## **2. Objectives and expected outcomes**

- 2.1 The strategic objective is:

“To provide an iconic new pedestrian garden bridge across the River Thames, linking Temple Underground station to the South Bank, with construction and maintenance funded by third parties.”

- 2.2 A number of other objectives have been identified as follows:

- To improve the walking links between Temple station and the South Bank, and between Waterloo station and the Temple/Fleet Street area;
- To provide a new garden and amenity space over the River Thames, accessible to the general public;
- To encourage greater interaction between the visitor economy on either side of the Thames in this area; and
- To encourage new visitor trips to this part of central London.

## **3. Equality comments**

- 3.1 Under section 149 of the Equality Act 2010, as public authorities, the Mayor and TfL must have due regard to the need to eliminate unlawful discrimination, harassment and victimisation as well as to advance equality of opportunity and foster good relations between people who share a protected characteristic and those who do not. In addition, the Mayor has a duty to have due regard to the principle that there should be equality of opportunity for all people.
- 3.2 The footbridge will be accessible to pedestrians with restricted mobility, including ramps and/or lifts to allow access at each end for pedestrians in wheelchairs, with pushchairs, and with difficulty using steps. Currently the adjacent bridges (Waterloo and Blackfriars) are not directly accessible from the South Bank without the use of steps or a lengthy diversion to the nearest step-free route. As well as providing a step-free route across the river for pedestrians, the bridge will provide a new garden in the centre of London, a new amenity space for both residents and visitors, and will better link the communities on the South Bank with the rest of central London. There will be no charge to access the bridge, allowing its enjoyment by all Londoners.
- 3.3 The Garden Bridge is designed for pedestrians and it is not possible to integrate facilities for cycling in the design, given the number of pedestrians expected to use the bridge and its function as a garden. As part of the broader cycling work across London and the delivery of the Mayor's Cycling Vision, initiatives are being developed to improve facilities for cycling in the area, including on the neighbouring Blackfriars Bridge through the North-South Cycle Superhighway. This will provide a safe, convenient segregated route over the Thames at the adjacent bridge for cyclists where the potential conflict with pedestrians is less. Waterloo Bridge, Blackfriars Road and Upper Ground are identified as routes signed or marked for use by cyclists.

- 3.4 To support the planning application for the Garden Bridge a full Environmental Assessment was carried out supported by an Equalities Impact Assessment and Health Impact Assessment. The Environmental Statement highlights some temporary and permanent significant adverse effects on the environment, although these need to be balanced against the significant beneficial effects. Adverse effects include a temporary impact on the ITV studios as a result of construction works and a permanent impact on some London's views (although this should be balanced against the creation of new views and viewing points from the Garden Bridge). The HIA and the EqIA concluded that there are no significant impacts that cannot be satisfactorily mitigated.

#### 4. Other considerations

##### Links to strategies and Mayoral and corporate priorities

- 4.1 The bridge furthers Proposal 60 of the Mayor's Transport Strategy (MTS) by improving the walking experience, enhancing the urban realm and ensuring safe, comfortable and attractive walking conditions.
- 4.2 It will contribute towards the Mayoral objectives and policies set out in the London Plan. Policy 2.10 of the London Plan states that the Mayor will improve infrastructure for walking within the Central Activities Zone. It will provide additional capacity for pedestrians and encourage walking by ensuring an improved public realm, which is supported by Policy 6.1 of the London Plan. The cultural, environmental and urban realm benefits are supported by Policies 2.18 (Green Infrastructure), 4.6 (Support for Arts, Culture, Sport and Entertainment Provision), and 7.18 (Protecting Local Open Space).

##### Consultation

- 4.3 The GLA has consulted TfL regarding these proposals.
- 4.4 Public consultation on the Garden Bridge was held from 1 November 2013 to 20 December 2013. The Consultation Report detailing the key issues from the consultation can be found on the Garden Bridge Trust's website at <https://www.gardenbridge.london/files/Garden%20Bridge%20Consultation%20Report%20V1%203.pdf>  
The report also explains how these issues were considered in developing the design of the scheme.
- 4.5 In considering the exercise of the Mayor's Section 30 powers, further consultation is not regarded as either appropriate or necessary.

##### Risk

- 4.6 Where TfL exercises the Mayor's powers under delegation, it is the GLA that retains legal liability for TfL's exercise of those delegated powers.
- 4.7 There is a risk that the Trust is unable to meet its obligations to the PLA or to Westminster and the GLA is required to meet the obligations set out in the PLA guarantee and/or the Westminster guarantee. The Trust is taking steps to limit and manage its own risks, which in turn will limit the likelihood of either the PLA guarantee or the Westminster guarantee being called:
- (i) The bridge structure has been designed and specified for a 120 year life in accordance with current design codes, without the need for unplanned maintenance and with maintenance implications being a critical criterion for design and specification decisions.
  - (ii) The construction contract will not be let until the Trust is satisfied that it has adequate funds to cover its obligations under the contract, including appropriate levels of risk.

- (iii) The contract will be placed with a major international contractor who will also be required to provide a bond, parent company guarantee or equivalent to offer a margin of protection against insolvency or other grounds for non-performance.
- (iv) The contract will be placed on a design and build basis, with the contractor carrying the performance, cost and defects liability risk.
- (v) The warranty for certain critical elements (eg the stainless steel deck/drainage tray within the bridge structure, and the cupro-nickel finish to the structure) will be extended beyond the normal 12-year period for contracts executed under seal to 20 years.
- (vi) Routine maintenance in the short/medium term, and the more intensive maintenance that will be required as the bridge ages beyond the warranty period is factored into the Trust's annual budget of £2.8m pa for whole life operating cost.
- (vii) The bridge will be covered against accidental loss or damage by an Owner Controlled Insurance Policy with appropriate levels of cover throughout its construction and operation.

## 5. Financial comments

- 5.1 For the Garden Bridge to proceed, the GLA needs to provide guarantees to the PLA and Westminster, given the conditions imposed by those bodies. The guarantees do not necessarily mean that there will be any further call on the public purse but they do create a contingent liability, i.e. a potential obligation that may be incurred depending on the outcome of a future event.
- 5.2 If any of the guarantees were called upon, obligations relating to the establishment, upkeep, maintenance and operation of the gardens and public spaces in both Guarantees would be the responsibility of the GLA. Accordingly, if either of the Guarantees were called upon, the GLA could be exposed to the costs of meeting those obligations. However, the GLA is in discussions with the Corporation of London and other bodies about the most appropriate way of meeting and funding these obligations alongside the existing revenue generating opportunities that would be associated with the running of the Garden Bridge. All other obligations under the Guarantees would be TfL's responsibility to fulfil and fund, in accordance with the Delegation and Direction set out in the Appendix.
- 5.3 The Trust's income is projected to exceed operating costs by £1.025m each year. Annual income is projected to be £3m and the estimated annual operating and maintenance costs for the bridge are £1.975m (although costs should be lower than this initially and would increase with the age of the structure). The balance in funds will be used to cover the operating costs of the Trust.

## 6. Legal comments

### Provision of guarantees by the GLA

- 6.1 The delivery of the Garden Bridge falls within the GLA's s.30(2) principal purposes (promoting in Greater London economic development and wealth creation, social development and the environment) under the GLA Act. Providing the PLA guarantee and the Westminster guarantee falls within the GLA's general powers under s.30(1) – *"The Authority shall have power to do anything which it considers will further any one or more of its principal purposes"*.

### Delegation and Direction

- 6.2 This Mayoral Decision asks the Mayor to delegate to TfL his powers under sections 30 and 34 of the GLA Act to perform such activities as are necessary or expedient to fulfil the obligations to be set out in those guarantees; to undertake activities in relation to the Garden Bridge to protect the



interests of the GLA and TfL; and (where appropriate) to provide limited support to the delivery of the Garden Bridge project.

Section 38 of the GLA Act provides that the Mayor may delegate the exercise of his section 30 and 34 powers to TfL.

- 6.3 The proposed activities referred to in the delegation and direction are within the scope of section 30 (1–2) of the GLA Act, in that they further one or more of the principal purposes of promoting economic development wealth creation, promoting social development and promoting the improvement of the environment in Greater London.
- 6.4 Section 32 of the GLA Act requires the Mayor to consult in accordance with that section when exercising his powers under section 30 of the GLA Act. Consultation on the principle of entering into the guarantees or TfL fulfilling its obligations is not considered appropriate in the circumstances
- 6.5 Section 155 of the GLA Act provides that the Mayor may direct TfL to exercise its functions (which include those delegated to it) in any manner specified in a direction and may issue specific directions to TfL as to the exercise of its functions.
- 6.6 Both the delegation and direction must be in writing and are attached at the Appendix. GLA has consulted TfL regarding the delegation and direction.

#### Liability

- 6.7 Where TfL exercises the Mayor's powers under delegation, it is the GLA that retains legal liability for TfL's exercise of those delegated powers.
- 6.8 Paragraph 2 of the Delegation to TfL attached at the Appendix requires TfL to exercise the powers delegated to it in accordance with the requirements of sections 30-34 of the GLA Act.

#### TfL's powers

- 6.9 TfL has various powers concerning the provision of transport and transport related matters, which are contained in sections 156 – 160, and Schedule 12 of the GLA Act.

#### PLA, Lambeth and Westminster guarantees

- 6.10 The guarantees and any related documentation will be structured in such a way as to protect the GLA's and TfL's interests.

## **7. Investment & Performance Board**

- 7.1 This decision falls outside the terms of reference of the Investment & Performance Board.

## **8. Planned delivery approach and next steps**

- 8.1 The Garden Bridge Trust is responsible for leading the delivery of the bridge, should it raise sufficient funding to allow the project to proceed. TfL may provide some limited assistance but delivery is the responsibility of the Trust.
- 8.2 If other guarantees are sought from the GLA, a further Mayoral Decision will be prepared.
- 8.3 Subject to the issues in this paper being resolved, the timescale for next steps with the Garden Bridge are as follows:
- Acquisition of land interests – June 2015

- Section 106 agreements completed – September 2015
- Construction contract award – September 2015
- Commence construction – early 2016
- Complete construction – mid 2018.

**Appendices and supporting papers: Appendix – Delegation and Direction**

**Public access to information**

Information in this form (Part 1) is subject to the Freedom of Information Act 2000 (FOI Act) and will be made available on the GLA website within one working day of approval.

If immediate publication risks compromising the implementation of the decision (for example, to complete a procurement process), it can be deferred until a specific date. Deferral periods should be kept to the shortest length strictly necessary. **Note:** This form (Part 1) will either be published within one working day after approval or on the defer date.

**Part 1 Deferral:**

**Is the publication of Part 1 of this approval to be deferred? NO**

If YES, for what reason:

Until what date: (a date is required if deferring)

**Part 2 Confidentiality:** Only the facts or advice considered to be exempt from disclosure under the FOI Act should be in the separate Part 2 form, together with the legal rationale for non-publication.

**Is there a part 2 form – NO**

**ORIGINATING OFFICER DECLARATION:**

Drafting officer to confirm the following (✓)

**Drafting officer:**

Claire Hamilton has drafted this report in accordance with GLA procedures and confirms the following have been consulted on the final decision.

✓

**Assistant Director/Head of Service:**

Tim Steer has reviewed the documentation and is satisfied for it to be referred to the Sponsoring Director for approval.

✓

**Sponsoring Director:**

Fiona Fletcher Smith has reviewed the request and is satisfied it is correct and consistent with the Mayor's plans and priorities.

✓

**Mayoral Adviser:**

Isabel Dedring has been consulted about the proposal and agrees the recommendations.

✓

**Advice:**

The Finance and Legal teams have commented on this proposal.

✓

**EXECUTIVE DIRECTOR, RESOURCES:**

I confirm that financial and legal implications have been appropriately considered in the preparation of this report.

Signature

*M. D. Allee*

Date

*28.5.15*

**CHIEF OF STAFF:**

I am satisfied that this is an appropriate request to be submitted to the Mayor

Signature

*Edward Hill*

Date

*01:06:2015*



# GREATER LONDON AUTHORITY

## REQUEST FOR MAYORAL DECISION – MD1647

### Title: Garden Bridge Guarantees

#### Executive Summary:

A new footbridge (the "Garden Bridge") is being developed for central London by the Garden Bridge Trust ("the Trust"). It will connect Temple with the South Bank, provide a new pedestrian crossing of the Thames in central London and result in a major new public space. The Mayor is supporting this proposal on the basis it will help deliver his objectives for transport, the environment and social and economic development.

Under the terms of Mayoral Decision MD1472 dated 4 June 2015 the Mayor approved the provision by the GLA of guarantees to the Port of London Authority ("PLA"), Westminster City Council ("Westminster") and London Borough of Lambeth ("Lambeth"), and delegated to the Executive Director of Resources the authority to agree the terms and conditions of the guarantees and the related agreements, and to authorise the execution of the guarantees and any related documentation.

The Mayor's approval under MD1472 was subject (amongst other things) to the Trust demonstrating to the Mayor's satisfaction that it has secured a satisfactory level of funding to operate and maintain the Garden Bridge for at least five years from its completion. This paper amends that requirement in the context of the planning permission for the Garden Bridge that has been granted and the obligations set out in the draft Section 106 Agreements with Lambeth and Westminster.

#### Decision:

That, to bring it in line with Lambeth and Westminster's draft section 106 agreements, the Mayor amends the approval given under MD1472 such that his approval being subject to "the Trust demonstrating to the Mayor's satisfaction that it has secured a satisfactory level of funding to operate and maintain the Garden Bridge for at least the first five years from its completion" is changed to "the Trust demonstrating to the Mayor's satisfaction that it has a satisfactory funding strategy in place to operate and maintain the Garden Bridge for at least the first five years from its completion".

All other parts of the approval given in MD1472 remain unchanged.

#### Mayor of London

I confirm that I do not have any disclosable pecuniary interests in the proposed decision, and take the decision in compliance with the Code of Conduct for elected Members of the Authority.

The above request has my approval.

Signature:



Date:

22.4.16

## **PART I - NON-CONFIDENTIAL FACTS AND ADVICE TO THE MAYOR**

### **Decision required – supporting report**

#### **1 Introduction and background**

- 1.1 Under MD1472 dated 4 June 2015 the Mayor approved (amongst other things) the GLA's provision of a guarantee to the PLA in respect of the obligations on the Trust as a result of the river works licence; and approved the GLA's provision of guarantees to Westminster and Lambeth in respect of the ongoing maintenance of the Garden Bridge.
- 1.2 These approvals are subject to:
- (i) agreement as to the terms of the guarantees (to be agreed by the Executive Director of Resources under this Director Decision),
  - (ii) appropriate arrangements being in place between the GLA and the Trust giving the GLA appropriate rights in the event such guarantees are called upon, and
  - (iii) the Trust demonstrating to the Mayor's satisfaction that it has secured a satisfactory level of funding to operate and maintain the Garden Bridge for at least the first five years from its completion.
- 1.3 In the interests of achieving consistency with the requirements to be placed on the Trust by both Westminster and Lambeth it is proposed that the requirement under paragraph 1.2(iii) above (approved in MD1472) is changed to "the Trust demonstrating to the Mayor's satisfaction that it has a satisfactory funding strategy in place to operate and maintain the Garden Bridge for at least the first five years from its completion".
- 1.4 Both Westminster and Lambeth will impose requirements in their respective s.106 agreements on the Trust to prepare and submit for approval an Operations and Maintenance Business Plan ("OMBP"), which will include its funding strategy for the first five years of operation. It is proposed that this document could sensibly provide the evidence on which the Mayor satisfies himself as to the satisfactory nature of the Trust's funding strategy for the first five years of operation.
- 1.5 The Trust has a business plan for funding the operations and maintenance of the bridge that draws on a variety of income generating opportunities that are set out in the OMBP (currently in draft form). This document has been subject to extensive consultation with both local authorities and will be subject to their approval before construction commences.
- 1.6 The OMBP is constructed on a number of key themes including
- (i) A diverse set of proven income opportunities, whilst maintaining the Trust's community and educational objectives;
  - (ii) A manageable cost structure, with a contingency fund built into the forecasts;
  - (iii) A conservative approach, where assumptions have been market tested with existing contractors, potential partners and stakeholders; and
  - (iv) Low execution risk, with the Trust taking a collaborative approach, working with existing operators in the area and utilising the skills, knowledge and experience of a diverse range of stakeholders and Trustees.
- 1.7 The Trust's projections for income and costs set out in the OMBP have been benchmarked against comparable organisations

- 1.8 It is not realistic to expect the Trust to have secured the income required for the first five years of maintenance from such sources prior to construction of the bridge itself having commenced. A more practical approach, which aligns the position with that of the local planning authorities, is to ensure there is a clear and satisfactory plan in place for the operations and maintenance before construction commences and for the authorities to be required to approve the plan.

## **2 Objectives and expected outcomes**

- 2.1 The strategic objective is:

“To provide an iconic new pedestrian garden bridge across the River Thames, linking Temple Underground station to the South Bank, with construction and maintenance funded by third parties.”

- 2.2 A number of other objectives have been identified as follows:

- To improve the walking links between Temple station and the South Bank, and between Waterloo station and the Temple/Fleet Street area;
- To provide a new garden and amenity space over the River Thames, accessible to the general public;
- To encourage greater interaction between the visitor economy on either side of the Thames in this area; and
- To encourage new visitor trips to this part of central London.

- 2.3 The objectives behind the agreement by the GLA to provided guarantees of certain of the Trust’s obligations are (i) to ensure that the project proceeds (as these have been required by the PLA, Westminster and Lambeth); and (ii) in the unlikely event that the Trust is unable to maintain and operate the Garden Bridge in accordance with its obligations under the planning consents or its river works licence the GLA will be able to ensure that the Garden Bridge remains opens and available to the public.

## **3 Equality comments**

- 3.1 Under section 149 of the Equality Act 2010, as public authorities, the Mayor must have due regard to the need to eliminate unlawful discrimination, harassment and victimisation as well as to advance equality of opportunity and foster good relations between people who share a protected characteristic and those who do not. In addition, the Mayor has a duty to have due regard to the principle that there should be equality of opportunity for all people.

- 3.2 The footbridge will be accessible to pedestrians with restricted mobility, including ramps and/or lifts to allow access at each end for pedestrians in wheelchairs, with pushchairs, and with difficulty using steps. Currently the adjacent bridges (Waterloo and Blackfriars) are not directly accessible from the South Bank without the use of steps or a lengthy diversion to the nearest step-free route. As well as providing a step-free route across the river for pedestrians, the bridge will provide a new garden in the centre of London, a new amenity space for both residents and visitors, and will better link the communities on the South Bank with the rest of central London. There will be no charge to access the bridge, allowing its enjoyment by all Londoners.

- 3.3 The Garden Bridge is designed for pedestrians and it is not possible to integrate facilities for cycling in the design, given the number of pedestrians expected to use the bridge and its function as a garden. As part of the broader cycling work across London and the delivery of the Mayor's Cycling Vision, initiatives are being developed to improve facilities for cycling in the area, including on the neighbouring Blackfriars Bridge through the North-South Cycle Superhighway. This will provide a safe, convenient segregated route over the Thames at the adjacent bridge for cyclists where the potential conflict with pedestrians is less. Waterloo Bridge, Blackfriars Road and Upper Ground are identified as routes signed or marked for use by cyclists.
- 3.4 To support the planning application for the Garden Bridge a full Environmental Assessment was carried out supported by an Equalities Impact Assessment and Health Impact Assessment. The Environmental Statement highlights some temporary and permanent significant adverse effects on the environment, although these need to be balanced against the significant beneficial effects. Adverse effects include a temporary impact on the ITV studios as a result of construction works and a permanent impact on some London's views (although this should be balanced against the creation of new views and viewing points from the Garden Bridge). The HIA and the EqIA concluded that there are no significant impacts that cannot be satisfactorily mitigated.

#### **4 Other considerations**

##### Links to strategies and Mayoral and corporate priorities

- 4.1 The bridge furthers Proposal 60 of the Mayor's Transport Strategy (MTS) by improving the walking experience, enhancing the urban realm and ensuring safe, comfortable and attractive walking conditions.
- 4.2 It will contribute towards the Mayoral objectives and policies set out in the London Plan. Policy 2.10 of the London Plan states that the Mayor will improve infrastructure for walking within the Central Activities Zone. It will provide additional capacity for pedestrians and encourage walking by ensuring an improved public realm, which is supported by Policy 6.1 of the London Plan. The cultural, environmental and urban realm benefits are supported by Policies 2.18 (Green Infrastructure), 4.6 (Support for Arts, Culture, Sport and Entertainment Provision), and 7.18 (Protecting Local Open Space).

##### Consultation

- 4.3 Public consultation on the Garden Bridge was held from 1 November 2013 to 20 December 2013. The Consultation Report detailing the key issues from the consultation can be found on the Garden Bridge Trust's website at <https://www.gardenbridge.london/files/Garden%20Bridge%20Consultation%20Report%20V1%203.pdf>. The report also explains how these issues were considered in developing the design of the scheme.
- 4.4 Garden Bridge Trust has continued to carry out consultation exercises through the course of 2014-15 on detailed elements of the bridge's design, to support the discharge of planning conditions by Westminster and Lambeth.
- 4.5 Further consultation is not considered necessary or appropriate prior to this decision.

##### Risk

- 4.6 There is a risk that the Garden Bridge Trust is unable to meet its obligations to the PLA, Westminster or Lambeth and the GLA is required to meet the obligations set out in one or more of the guarantees. The Garden Bridge Trust is taking steps to limit and manage its own risks, which in turn will limit the likelihood of any of the guarantees being called:



- (i) The bridge structure has been designed and specified for a 120 year life in accordance with current design codes, without the need for unplanned maintenance and with maintenance implications being a critical criterion for design and specification decisions.
- (ii) The Trust has raised sufficient funds to be confident of meeting its financial obligations under the construction contract.
- (iii) The construction contract has been placed with major international contractors (Bouygues and Cimolai acting in joint venture) who are contractually obliged to provide a bond and parent company guarantee or equivalent to offer a margin of protection against insolvency or other grounds for non-performance.
- (iv) The contract has been placed on a design and build basis, with the contractor carrying the performance, cost and defects liability risk.
- (v) The warranty for certain critical elements (the steel soil deck; the copper-nickel bonded plate soffit; and the copper-nickel pier permanent framework) extends beyond the normal 12-year period for contracts executed under seal to 20 years.
- (vi) Routine maintenance in the short/medium term, and the more intensive maintenance that will be required as the bridge ages beyond the warranty period is factored into the Trust's annual budget of £3m pa for whole life operating cost.
- (vii) The bridge will be covered against accidental loss or damage by an Owner Controlled Insurance Policy with £350 million cover for each and every incident throughout its construction.
- (viii) Construction of the bridge cannot commence until the Operations and Maintenance Business Plan has been approved by the local planning authorities.

4.7 The amendment requested by this Decision will align the position with that of the local planning authorities, which is a lower requirement than was originally set out by the Mayor in MD1472. This increases the risk that the guarantees will be called upon during the first five years after the bridge is completed. This risk will be mitigated through continued review of the Garden Bridge Trust's operational and funding strategies throughout the construction process, under the terms of the GLA's and TfL's agreements with the Trust.

## **5 Financial comments**

- 5.1 For the Garden Bridge to proceed, the GLA needs to provide guarantees to the PLA, Westminster and Lambeth, given the conditions imposed by those bodies. The guarantees do not necessarily mean that there will be any further call on the public purse but they do create a contingent liability, i.e. a potential obligation that may be incurred depending on the outcome of a future event.
- 5.2 If any of the guarantees are called upon, obligations relating to the establishment, upkeep, maintenance and operation of the gardens and public spaces in the guarantees will be the responsibility of the GLA. Accordingly, the GLA could be exposed to the costs of meeting those obligations. All other obligations under the guarantees would be TfL's responsibility to fulfil and fund, in accordance with the Delegation and Direction approved by MD1472. In the event that any of the guarantees were called upon, the GLA would have the ability to take certain steps, e.g. to exercise its options to take overriding leases in respect of the Garden Bridge. Appropriate authority for such steps would be sought at the time.
- 5.3 The gross annual operating and maintenance costs for the bridge are estimated to be in the region of £3m, although costs could be expected to be lower than this initially and to increase with the age of the structure. These costs will be the responsibility of the Trust to meet.

## **6 Legal comments**

- 6.1 The delivery of the Garden Bridge falls within the GLA's s.30(2) principal purposes (promoting in Greater London economic development and wealth creation, social development and the environment) under the GLA Act. Providing the guarantees and related documentation referred to in this paper and MD1472, falls within the GLA's general powers under s.30(1) – *"The Authority shall have power to do anything which it considers will further any one or more of its principal purposes"*.
- 6.2 The guarantees and the related documentation have been structured in such a way as to protect the GLA's interests.

## **7 Investment & Performance Board**

- 7.1 This decision falls outside the terms of reference of the Investment & Performance Board.

## **8 Planned delivery approach and next steps**

- 8.1 The Garden Bridge Trust is responsible for delivering the Garden Bridge. It awarded the contract for the construction of the Garden Bridge on 9 February 2016. The timescale for next steps with the Garden Bridge are as follows:
- Acquisition of land interests and Section 106 agreements completed – May - July 2016
  - Commence construction – July - September 2016
  - All bridge sections installed and landscaping commences – Summer 2018
  - Project completion and bridge opens to the public – late 2018

**Appendices and supporting papers:** none

**Public access to information**

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**Part 1 Deferral:**

**Is the publication of Part 1 of this approval to be deferred? NO**

If YES, for what reason:

Until what date: (a date is required if deferring)

**Part 2 Confidentiality:** Only the facts or advice considered to be exempt from disclosure under the FOI Act should be in the separate Part 2 form, together with the legal rationale for non-publication.

**Is there a part 2 form – NO**

**ORIGINATING OFFICER DECLARATION:**

Drafting officer to confirm the following (✓)

**Drafting officer:**

Tom Middleton has drafted this report in accordance with GLA procedures and confirms the following have been consulted on the final decision.

✓

**Assistant Director/Head of Service:**

Tom Middleton has reviewed the documentation and is satisfied for it to be referred to the Sponsoring Director for approval.

✓

**Sponsoring Director:**

Martin Clarke has reviewed the request and is satisfied it is correct and consistent with the Mayor's plans and priorities.

✓

**Mayoral Adviser:**

Sir Edward Lister has been consulted about the proposal and agrees the recommendations.

✓

**Advice:**

The Finance and Legal teams have commented on this proposal.

✓

**EXECUTIVE DIRECTOR, RESOURCES:**

I confirm that financial and legal implications have been appropriately considered in the preparation of this report.

Signature

*M. D. Bice*

Date

15.4.16

**CHIEF OF STAFF:**

I am satisfied that this is an appropriate request to be submitted to the Mayor

Signature

*Edward Lister*

Date

15:04:2016



Your Ref: 45605

Our Ref: 14/02792/FUL

**The Garden Bridge Trust**  
c/o Mr Neil Chester  
42-50 Victoria Street  
London  
SW1H 0TL



19th December 2014

## DECISION NOTICE

Dear The Garden Bridge Trust

### TOWN AND COUNTRY PLANNING ACT 1990. PERMISSION FOR DEVELOPMENT

The London Borough of Lambeth hereby permits under the above mentioned Acts and associated orders the development referred to in the schedule set out below **subject to any conditions imposed** therein and in accordance with the plans submitted, save in so far as may otherwise be required by the said conditions.

In accordance with the statutory provisions your attention is drawn to the statement of Applicant's Rights and General Information attached.

**Application Number:** 14/02792/FUL      **Date of Application:** 30.05.2014      **Date of Decision:** 19.12.2014

**Proposed Development At:** Land To The Front Of The London Television Centre, Queen's Walk And Potential Construction Access Routes From Upper Ground London SE1

**For:** Erection of a pedestrian bridge with incorporated garden, extending for a length of 366m over the River Thames from land adjacent to The Queens Walk on South Bank (in the London Borough of Lambeth) to land above and in the vicinity of Temple London Underground Station on the north bank, the structure of the bridge having a maximum height of 14.3m above Mean High Water and a maximum width of 30m; the development also comprising the erection of 2 new piers in the River Thames; erection of a single-storey landing building (incorporating maintenance, management and welfare facilities and up to 410sqm A1, A3 and/or D1 floorspace with additional ancillary service and plant) on land adjacent to The Queens Walk, opposite the ITV building; associated public realm works; works to trees (including the removal of trees); associated construction work (including laying out of a construction access from Upper Ground) and works sites; and works within the River Thames (including temporary and permanent scour protection, relocation of moorings and erection of temporary structures).

Planning, Regeneration and Enterprise  
**Development Management**  
Phoenix House  
10 Wandsworth Road,  
London SW8 2LL

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Facsimile 020 7926 1171  
[www.lambeth.gov.uk](http://www.lambeth.gov.uk)  
[lambethplanning@lambeth.gov.uk](mailto:lambethplanning@lambeth.gov.uk)

\*DECISION\*      \*\*      \*14/02792/FUL\*

The application is an Environmental Impact Assessment (EIA) development and is accompanied by an Environmental Statement (ES), which may be viewed with the planning application documents.

### Approved Plans

AR-L-D-0106 Rev A, AR-L-S-0108 Rev A, AR-L-P-0201 Rev B, AR-L-S-0203 Rev A, AR-L-P-0300 Rev B, AR-L-P-0301 Rev B, AR-M-P-0010 Rev A, AR-M-P-0012 Rev A, AR-M-G-0002 Rev A, AR-M-P-0006 Rev A, AR-M-P-0007 Rev A, AR-M-P-0011 Rev A, AR-TRA-P-0103 Rev A, AR-TRA-P-0104 Rev A, AR-TRA-P-0105 Rev A, AR-TRA-P-0106 Rev A, AR-TRA-P-0107 Rev A, AR-TRA-P-0113 Rev A, AR-TRA-P-0114 Rev A, AR-TRA-P-0115 Rev A, AR-M-P-0020 Rev A, AR-TRA-P-0108 Rev A, AR-TRA-P-0109 Rev A, AR-TRA-P-0110 Rev A, AR-TRA-P-0111 Rev A, AR-TRA-P-0112 Rev A Planning Statement (May 2014), Design and Access Statement (May 2014) and Environmental Statement (Volumes 1-8) (May 2014). AR-M-P-0035 Rev A, HS-A-P-0001 Rev A, HS-A-P-0002 Rev A, HS-A-E-0003 Rev A, HS-A-E-0004 Rev A, AR-TRA-P-0102 Rev A, AR-TRA-P-0101 Rev A, AR-LI-P-0006 Rev A, HS-A-P-0005 Rev A, HS-A-E-0006 Rev A, AR-LI-P-0007 Rev A, HS-A-E-0103 Rev A, HS-A-E-0103-I Rev A, HS-A-E-0104 Rev A, HS-A-E-0104-I Rev A, HS-A-D-0107 Rev A, HS-A-D-0107-I Rev A, HS-A-P-0010 Rev A, HS-A-G-0100 Rev A, HS-A-G-0100-I Rev A, HS-A-E-110 Rev A, HS-A-P-0101 Rev A, HS-A-S-0105 Rev A, HS-A-S-0105-I Rev A, HS-A-P-0201 Rev B, HS-A-P-0201-I Rev B, HS-A-P-0200 Rev A, HS-A-E-0202 Rev B, HS-A-E-0202-I Rev B, HS-A-E-0203 Rev B, HS-A-E-0203-I Rev B, HS-A-S-0204 Rev B, HS-A-S-0204-I Rev B, HS-A-D-0205 Rev B, HS-A-D-0205-I Rev B, HS-A-E-0206 Rev A, HS-A-P-0300 Rev A, HS-A-P-0300-I Rev A, HS-A-P-0301 Rev A, HS-A-P-0301-I Rev A, HS-A-E-0302 Rev A, HS-A-E-0302-I Rev A, HS-A-E-0303 Rev A, HS-A-E-0303-I Rev A, HS-A-S-0304 Rev A, HS-A-S-0304-I Rev A, HS-A-D-0305 Rev A, HS-A-D-0305-I Rev A, HS-A-P-0102 Rev A, HS-A-S-0106 Rev A, HS-A-S-0106-I Rev A, AR-LI-P-0001 Rev B, AR-LI-P-0002 Rev A, AR-LI-P-0003 Rev A, AR-LI-P-0004 Rev B, AR-LI-P-0005 Rev A, AR-L-P-0103 Rev A, DP-L-P-0401 Rev B, DP-L-P-0402 Rev A, DP-L-P-0403 Rev A, AR-L-D-0104 Rev A, AR-L-S-0107 Rev A, AR-L-D-0105 Rev A, AR-M-P-0030 Rev A, AR-M-P-0033 Rev A, AR-M-P-0032 Rev A,

### Summary of the Reasons for Granting Planning Permission:

In deciding to grant planning permission, the Council has had regard to the relevant policies of the Development Plan and all other relevant material considerations. Having weighed the merits of the proposal in the context of these issues, it is considered that planning permission should be granted subject to the conditions listed below. In reaching this decision the following policies were relevant:

London Plan Policies: 1.1, 2.9, 2.10, 2.11, 2.12, 2.13, 3.2, 4.1, 4.5, 4.11, 4.12, 5.1, 5.2, 5.3, 5.10, 5.12, 5.13, 5.14, 5.15, 5.16, 5.17, 5.21, 6.1, 6.3, 6.5, 6.7, 6.8, 6.9, 6.10, 6.13, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.8, 7.11, 7.12, 7.13, 7.15, 7.18, 7.19, 7.24, 7.27, 7.29, 8.2 and 8.3.

Core Strategy Policies: S1, S3, S4, S5, S6, S7, S8, S9, S10 and PN1.

Saved UDP Policies: 7, 9, 14, 19, 28, 29, 30, 31, 32, 33, 35, 39, 40, 41, 43, 44, 45, 47 and 50.

In reaching this decision, the Local Planning Authority has also taken into account the Environmental Statement submitted under the Town and Country Planning (Environmental Impact Assessment) Regulations 2011. The Local Planning Authority considers that the environmental information as a whole meets the requirements of these regulations and that sufficient information has been provided for it to assess the environmental impact of the application.

### Conditions

1 The development to which this permission relates must be begun not later than the expiration of three years beginning from the date of this decision notice.

Reason: To comply with the provisions of Section 91(1) (a) of the Town and Country Planning Act 1990 and Section 51 of the Planning and Compulsory Purchase Act 2004.

Planning, Regeneration and Enterprise  
**Development Management**  
Phoenix House  
10 Wandsworth Road,  
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\* DECISION \*      \* \*      \* 14 / 02792 / FUL \*

2 The development hereby permitted shall be carried out in accordance with the following approved plans, other than where those details are altered pursuant to the requirements of the conditions of this planning permission:

AR-M-P-0030 Rev A, AR-M-P-0033 Rev A, AR-M-P-0032 Rev A, AR-M-P-0035 Rev A, HS-A-P-0001 Rev A, HS-A-P-0002 Rev A, HS-A-E-0003 Rev A, HS-A-E-0004 Rev A, AR-TRA-P-0102 Rev A, AR-TRA-P-0101 Rev A, AR-LI-P-0006 Rev A, HS-A-P-0005 Rev A, HS-A-E-0006 Rev A, AR-LI-P-0007 Rev A, HS-A-E-0103 Rev A, HS-A-E-0103-I Rev A, HS-A-E-0104 Rev A, HS-A-E-0104-I Rev A, HS-A-D-0107 Rev A, HS-A-D-0107-I Rev A, HS-A-P-0010 Rev A, HS-A-G-0100 Rev A, HS-A-G-0100-I Rev A, HS-A-E-110 Rev A, HS-A-P-0101 Rev A, HS-A-S-0105 Rev A, HS-A-S-0105-I Rev A, HS-A-P-0201 Rev B, HS-A-P-0201-I Rev B, HS-A-P-0200 Rev A, HS-A-E-0202 Rev B, HS-A-E-0202-I Rev B, HS-A-E-0203 Rev B, HS-A-E-0203-I Rev B, HS-A-S-0204 Rev B, HS-A-S-0204-I Rev B, HS-A-D-0205 Rev B, HS-A-D-0205-I Rev B, HS-A-E-0206 Rev A, HS-A-P-0300 Rev A, HS-A-P-0300-I Rev A, HS-A-P-0301 Rev A, HS-A-P-0301-I Rev A, HS-A-E-0302 Rev A, HS-A-E-0302-I Rev A, HS-A-E-0303 Rev A, HS-A-E-0303-I Rev A, HS-A-S-0304 Rev A, HS-A-S-0304-I Rev A, HS-A-D-0305 Rev A, HS-A-D-0305-I Rev A, HS-A-P-0102 Rev A, HS-A-S-0106 Rev A, HS-A-S-0106-I Rev A, AR-LI-P-0001 Rev B, AR-LI-P-0002 Rev A, AR-LI-P-0003 Rev A, AR-LI-P-0004 Rev B, AR-LI-P-0005 Rev A, AR-L-P-0103 Rev A, DP-L-P-0401 Rev B, DP-L-P-0402 Rev A, DP-L-P-0403 Rev A, AR-L-D-0104 Rev A, AR-L-S-0107 Rev A, AR-L-D-0105 Rev A, AR-L-D-0106 Rev A, AR-L-S-0108 Rev A, AR-L-P-0201 Rev B, AR-L-S-0203 Rev A, AR-L-P-0300 Rev B, AR-L-P-0301 Rev B, AR-M-P-0010 Rev A, AR-M-P-0012 Rev A, AR-M-G-0002 Rev A, AR-M-P-0006 Rev A, AR-M-P-0007 Rev A, AR-M-P-0011 Rev A, AR-TRA-P-0103 Rev A, AR-TRA-P-0104 Rev A, AR-TRA-P-0105 Rev A, AR-TRA-P-0106 Rev A, AR-TRA-P-0107 Rev A, AR-TRA-P-0113 Rev A, AR-TRA-P-0114 Rev A, AR-TRA-P-0115 Rev A, AR-M-P-0020 Rev A, AR-TRA-P-0108 Rev A, AR-TRA-P-0109 Rev A, AR-TRA-P-0110 Rev A, AR-TRA-P-0111 Rev A, AR-TRA-P-0112 Rev A

Planning Statement (May 2014), Design and Access Statement (May 2014) and Environmental Statement (Volumes 1-8)(May 2014).

Reason: For the avoidance of doubt and in the interests of proper planning.

3 No development shall commence until such time as a Planning Agreement under S106 of the Town and Country Planning Act 1990 (as amended) has been entered into with the Local Planning Authority (LPA) to secure the following Heads of Terms (HoTs):

- o Setting up of a Garden Bridge Trust (GBT) Operations Reference Group to provide a forum to input into the drafting and review thereafter of the Operations Management Plan. The forum shall have adequate cross-river mechanisms for cross-river issues, including meeting as necessary involving Lambeth and Westminster Councils, SBEG and Northbank BID, and any other stakeholders directly affected by matters under consideration. Such meetings as are necessary to resolve South Bank issues to involve Lambeth, SBEG, Coin Street and ITV, and any other stakeholders directly affected by matters under consideration. Avoidance of duplication and maximum possible use of existing South Bank mechanisms e.g. South Bank Visitor Management Group (VMG), South Bank Business Watch (SBBW), Waterloo Steering Group and emerging arrangements for construction coordination.
- o The setting up of a specialist forum to consult on mobility and accessibility issues as the detailed design of the bridge and the Operations Management Plan progresses.
- o Prior to the commencement of development, the submission of an Operations Management Plan update report and an Operations and Maintenance Business Plan update report for the written approval by London Borough of Lambeth (LBL), inclusive of information of the funding position for the construction and first five years of operation.
- o The submission for written approval by LBL of an Operations Management Plan no later than 6 months in advance of the opening of the bridge.
- o Review of the Operations Management Plan on the first year of opening and subsequently on the second, third and fifth years and every five years thereafter. The approved Operations Management Plan will also be reviewed at any time at the request of either the Trust or the Local Planning Authorities. It may not be necessary to review the entire plan on every occasion. The scope of the review will be agreed in advance by the Trust and the LPAs, in consultation with the Operations Reference Group. The review process will include consultation with the Operations Reference Group.
- o An annual payment as a contribution towards the increased costs associated with relevant off-site impacts, particularly the management and maintenance of nearby public realm areas. In the first year after opening this will be up

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to a ceiling of £250,000 (index linked and subject to an open book assessment of actual costs incurred) and each year thereafter it will be a sum to be agreed based on the actual impacts derived from monitoring during the previous year.

- o Local Labour in Construction Commitments: Promotion of opportunities for local residents through an Employment and Skills Plan (ESP).
- o During the operational phase the Trust will work with LBL to develop a programme that offers local residents, including a proportion from priority groups, opportunities in the on-going maintenance of the bridge and garden.
- o A financial contribution to enable the map content of all local Legible London signs to be refreshed to show the new bridge.
- o The submission (for written approval by the LPA) of details of the intended school outreach programme, including the establishment of a Youth Board prior to construction to provide local young people with an opportunity to input into the construction and operation of the bridge.
- o Requirement for the Trust to play a full role in the South Bank wide construction logistics mechanisms agreed and about to be implemented between SBEG, the VMG, Lambeth and other major South Bank developers.
- o Appointment of a Construction Liaison Manager who would have a detailed understanding of the construction programme and both North and South Bank issues. Joint sub-meetings from the main construction forums would be arranged where necessary. The Construction Liaison Manager to fully investigate construction access and works from the river and to undertake best endeavours to resist prolonged closure of the Queen's Walk and/or closure of Bernie Spain Gardens. Because of the sensitivities of noise, vibration and potential disturbance to adjoining users (especially ITV, National Theatre, Coin Street) there should be close stakeholder involvement in the working up of the detailed provisions for construction related conditions.
- o Input into and coordination with the Coach Management Strategy for the South Bank.
- o Input into and coordination with the Visitor Management Group for the South Bank.
- o Prior to the commencement of construction, the Garden Bridge Trust will need to submit a Hostile Vehicle Management Strategy, details of which shall be implemented in advance of bridge opening.
- o Public access to the bridge will be maintained, except outside of the agreed opening hours, at times of routine maintenance or when the bridge is closed for events of which there shall be no more than twelve events (days) per year (excluding any enforced closures such as the Thames Festival and New Year's Eve firework display and excluding routine maintenance). Westminster/ Lambeth will be notified no less than 4 weeks in advance of a closure with details of the closure notified to the public in advance. Public access to the bridge shall be free of charge except during events.
- o The bridge will be known as The Garden Bridge, without the endorsement or addition of a sponsor's name.
- o The securing of a travel plan, together with a financial contribution to enable the Council to monitor its operation and success.
- o S106 Monitoring fee to enable the Council to appropriately monitor and resource its overseeing of the S106 obligations.

Reason: Having regard to the full details of the planning application and to the provisions of the Development Plan, the requirements are (i) necessary to make the development acceptable in planning terms; (ii) directly related to the development; and (iii) fairly and reasonably related in scale and kind to the development. (London Plan Policies 2.1, 2.9, 2.10, 2.11, 2.12, 2.13, 3.2, 4.5, 6.1, 6.8, 6.10, 6.12, 7.18, 7.26, 7.27, 7.29 and 8.2; Core Strategy Policies S1, S3, S4, S5, S8, S10 and PN1; and Saved UDP Policies 7, 9, 28 and 50).

4 The construction of permanent structures shall not commence until a Garden Bridge and Thames Tideway Tunnel (TTT) Collaborative Design Statement has been submitted to and approved in writing by the Local Planning Authorities, following consultation with Thames Water Utilities Limited. The contents of the Design Statement shall include the following:

- o A description of the scope of the Garden Bridge development, programme and construction details.
- o Outline drawings, ground movement and structural calculations, and analysis of the physical interface between the Garden Bridge and Thames Tideway Tunnel works, including an assessment of any potential damage to either from predicted ground movement and from loading, overburden and unloading. This assessment should detail all likely scenarios in terms of the relative construction programmes, and should be consistent with the Thames Tideway Tunnel Guidance for developers.

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The development shall be carried out in accordance with the approved details, unless otherwise agreed in writing by the Local Planning Authority following consultation with Thames Water Utilities Limited.

Reason: To ensure the two infrastructure projects are not compromised by the implementation of each other, in accordance with the Thames Water Utilities Limited (Thames Tideway Tunnel) Order 2014, the National Policy Statement for Waste Water (February 2012), London Plan Policy 5.14 and London Borough of Lambeth Core Strategy Policy S1.

5 Construction shall not commence until a Garden Bridge/Thames Tideway Tunnel (TTT) Construction Interface Plan has been submitted to and approved in writing by the Local Planning Authorities, following consultation with Thames Water Utilities Limited. The Plan shall include:

- o Detailed construction programme identifying major construction phases and activities potentially affecting Thames Tideway Tunnel (including proposed river closures and suspension of navigation to vessels, proposed road and lane closures, and utility diversion works).
- o An assessment of cumulative impacts including peak periods with existing road/river traffic and Thames Tideway Tunnel construction routes and proposals for mitigation.
- o Details of the local and cumulative navigational risk assessments that are to be completed and proposals for mitigation.
- o Details of the location of work sites and barge holding area and an assessment of potential effects and proposed mitigation for the Thames Tideway Tunnel sites at Victoria Embankment Foreshore and Blackfriars Bridge Foreshore
- o Details regarding the operation and design of facilities for barging, barge holding areas and traffic management (and timing).

The development shall be carried out in accordance with the approved Construction Interface Plan, unless otherwise agreed in writing by the Local Planning Authorities following consultation with Thames Water Utilities Limited.

Reason: To ensure the two infrastructure projects are not compromised by the implementation of each other, in accordance with the Thames Water Utilities Limited (Thames Tideway Tunnel) Order 2014, the National Policy Statement for Waste Water (February 2012), London Plan Policy 5.14, and London Borough of Lambeth Core Strategy Policy S1.

6 No works in the river (except investigative works) shall commence until a scheme to survey, monitor and address potential scour on both the bridge and flood defences has been submitted to, and approved by, the Local Planning Authority. The scheme should be produced in consultation with key stakeholders including Thames Water Utilities Limited and include pre, during and post development survey and monitoring. The details of the scheme should include type, trigger levels and frequency of monitoring and details of planned remedial works. Any required remedial works identified as a result of monitoring works shall be completed within timeframes to be agreed in writing with the Local Planning Authority.

Reason: To reduce the impact of scour from undermining the structure of the bridge and defences, and to ensure that the Thames Tideway Tunnel and the Bridge are not compromised by the implementation of each other (Thames Water Utilities Limited (Thames Tideway Tunnel) Order 2014, the National Policy Statement for Waste Water (February 2012), London Plan Policy 5.14, and London Borough of Lambeth Core Strategy Policy S1).

[Note: The details submitted pursuant to this condition will be referred to Lambeth's Planning Applications Committee for a resolution]

7 No development shall commence until such time as a Construction Logistics Plan (CLP) for the project has been submitted to and approved in writing by the Local Planning Authority. The CLP shall demonstrate how the proposed construction has endeavoured to optimise use of the river, prevented prolonged closure of the Queen's Walk and minimised the use and associated closure of Bernie Spain Gardens. The development shall thereafter only be constructed in accordance with the Construction Logistics Plan.

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Reason: To ensure that the Construction Logistics for the bridge minimise nuisance and disturbance in the interests of the amenities of adjoining occupiers and of the area generally, and to avoid hazard and obstruction to the public highway (Core Strategy Policies S4, S5 and PN1 and Saved UDP Policies 7, 9 and 50).

[Note: The details submitted pursuant to this condition will be referred to Lambeth's Planning Applications Committee for a resolution]

8 No development shall commence before full details of the proposed construction methodology, in the form of a 'Code of Construction Practice', has been submitted to and approved in writing by the Local Planning Authority. The Code shall include details regarding: proposed coordination with other construction projects within the vicinity; the notification of neighbours with regard to specific works; advance notification of proposed road and footway closures that may or will be required; details regarding parking, deliveries, and storage; details regarding dust mitigation; details of measures to prevent the deposit of mud and debris on the public highway; and other measures to mitigate the impact of construction upon the amenity of the area and the function and safety of the highway network. No individual stages of the development process shall begin until provision has been made to accommodate all site operatives', visitors' and construction vehicles loading, off-loading, parking and turning within the site or otherwise during the construction period in accordance with the approved details. The details of the approved 'Code of Construction Practice' must be implemented and complied with for the duration of the construction process.

Reason: To ensure minimal nuisance or disturbance is caused to the detriment of the amenities of adjoining occupiers and of the area generally, and to avoid hazard and obstruction to the public highway. (Policies 7, 9 and 31 of the Saved Unitary Development Plan and Core Strategy Policies S4 and PN1).

[Note: The details submitted pursuant to this condition will be referred to Lambeth's Planning Applications Committee for a resolution]

9 No impact piling shall take place until a Piling Method Statement (detailing the location, depth and type of piling to be undertaken; the methodology and programme by which such piling will be carried out; and measures to prevent and minimise i) the potential for damage to subsurface sewerage infrastructure, ii) the impact on the migration and movement of fish in the River Thames and iii) the potential risks associated with the use of piling where contamination is an issue) has been submitted to and approved in writing by the Local Planning Authority. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: To safeguard local underground sewerage utility infrastructure, to reduce the impact of piling works within the River Thames on the migration and movement of migratory fish species and to protect groundwater (London Plan Policies 5.14, 5.21, 7.19 and 7.29 and Core Strategy Policies S1 and PN1).

[Note: The details submitted pursuant to this condition will be referred to Lambeth's Planning Applications Committee for a resolution]

10 No development shall occur until such time as a Construction Noise and Vibration Mitigation Strategy has been submitted to and approved in writing by the Local Planning Authority. The Construction Noise and Vibration Mitigation Strategy shall thereafter be operated for the duration of the construction works.

Reason: To limit the disturbance to amenity and operations of neighbouring land uses (Saved UDP Policy 7 and Core Strategy Policies S1 and PN1).

[Note: The details submitted pursuant to this condition will be referred to Lambeth's Planning Applications Committee for a resolution]

11 No development shall commence until such time as a Pedestrian/Cyclist Management Plan (pertaining to the construction phase of the development) has been submitted to and approved in writing by the Local Planning Authority. The Pedestrian/Cyclist Management Plan shall thereafter be operated for the duration of the construction works.

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Reason: To ensure appropriate and safe management of pedestrians and cyclists during the construction phase of the bridge, particularly where closure or reduced capacity to the Queen's Walk is proposed (London Plan Policies 6.9 and 6.10, Core Strategy Policies S1, S4 and PN1 and Saved UDP Policy 9).

[Note: The details submitted pursuant to this condition will be referred to Lambeth's Planning Applications Committee for a resolution]

12 Prior to the commencement of development hereby approved a plan showing the trees which are to be removed in relation to the final construction option shall be submitted to and approved in writing by the Local Planning Authority. The number of trees to be removed shall not exceed that set out for each construction option as detailed within Volume 3 Appendix 1 of the Environmental Statement (May 2014) unless otherwise agreed in writing with the LPA.

Reason: To ensure the retention of, and avoid damage to, the retained trees on the site which represent an important visual amenity to the locality (Saved UDP Policies 31, 33, 38 and 39 and Core Strategy Policies S1, S9 and PN1).

[Note: The details submitted pursuant to this condition will be referred to Lambeth's Planning Applications Committee for a resolution]

13 Prior to the commencement of the development hereby approved a Tree Protection Plan that accords with BS5837:2012 and relates to all retained trees on the site shall be submitted to and approved in writing by the Local Planning Authority. The protection measures shall thereafter be implemented in strict accordance with the approved details and put in place before any machinery, demolition, materials storage or development commences on the site.

Reason: To ensure the retention of, and avoid damage to, the retained trees on the site which represent an important visual amenity to the locality (Saved UDP Policies 31, 33, 38 and 39 and Core Strategy Policies S1, S9 and PN1).

14 Prior to the commencement of the development hereby approved, an Arboricultural Method Statement in accordance with BS5837:2012 relating to groundworks within the Root Protection Area of all retained trees that are affected by the development construction, as well as details relating to Access Facilitation Pruning in accordance with BS5837:2012, shall be submitted to and agreed in writing by the Local Planning Authority. All tree work shall be carried out in accordance with BS3998:2010 and in line with current arboricultural best practice. The development shall thereafter be implemented in strict accordance with the approved details.

Reason: To ensure the retention of, and avoid damage to, the retained trees on the site which represent an important visual amenity to the locality (Saved UDP Policies 31, 33, 38 and 39 and Core Strategy Policies S1, S9 and PN1).

15 All service and drainage routes shall be located outside of all retained tree root protection areas. A drawing showing that the confirmed routes are outside of the route protection areas shall be submitted to and approved in writing before any part of the development commences. The development shall thereafter be implemented in strict accordance with the approved details.

Reason: To ensure the retention of, and avoid damage to, the retained trees on the site which represent an important visual amenity to the locality (Saved UDP Policies 31, 33, 38 and 39 and Core Strategy Policies S1, S9 and PN1).

16 Prior to the commencement of the development hereby approved, details of all Tree Protection Monitoring and Site Supervision (where arboricultural expertise is required) shall be submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be implemented in strict accordance with the approved details.

Reason: To ensure the retention of, and avoid damage to, the retained trees on the site which represent an important visual amenity to the locality (Saved UDP Policies 31, 33, 38 and 39 and Core Strategy Policies S1, S9 and PN1).

17 Prior to the installation of the relevant parts of the development of the bridge deck, full details of the following shall be submitted to and approved in writing by the Local Planning Authority:

a. Details of lighting to include type, number, location, appearance and materials

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- b. Details of seating
- c. Samples of hard landscaping

The bridge shall thereafter only be constructed in accordance with the approved details.

Reason: To ensure a high standard of design (Core Strategy Policies S9 and PN1 and Saved UDP Policies 32 and 39).

18 Prior to any planting on the bridge a Landscape Management Strategy shall be submitted to and approved in writing by the Local Planning Authority. The Strategy shall include indicative species, planting specifications/programmes and management/maintenance schedules. The landscaping of the bridge shall thereafter be provided in accordance with the approved Landscape Management Strategy.

Reason: In order to introduce high quality soft landscaping onto the bridge in the interests of the ecological value of the site and to ensure a satisfactory landscaping of the site in the interests of visual amenity (Saved UDP Policies 31, 33, 38 and 39 and Core Strategy Policies S1, S9 and PN1).

[Note: The details submitted pursuant to this condition will be referred to Lambeth's Planning Applications Committee for a resolution]

19 No invasive non-native species listed on the London Invasive Species Initiative's (LISI) species of concern list at the time of planting shall be planted on the bridge.

Reason: To prevent the spread of non-native invasive species (London Plan Policies 7.19 and 7.29, Core Strategy Policies S5, S9 and PN1 and Saved UDP Policy 39).

20 The Tree heights on the Bridge shall not exceed the maximum tree height profiles as shown on page 62, figure 4.17 of the Design and Access Statement.

Reason: To limit the impacts of the development upon important riverscape views and upon the settings of important heritage assets (London Plan Policies 7.8, 7.11 and 7.29, Core Strategy Policy S9 and PN1 and Saved UDP Policies 41, 45, 46 and 47).

21 Prior to commencement of the development, the following details pertaining to the South Landing Building shall be submitted to and approved in writing by the Local Planning Authority:

- a. Schedule and samples of materials to be used in external elevations;
- b. Details of lift shaft, to include elevational drawings and 3D views;
- c. Details of shutters, to include elevations and sections;
- d. Details of metal screens within east, south and west elevation;
- e. Details of glazing, to include elevations and sections;
- f. Details of lighting, to include number, location, appearance and materials;
- g. Details of CCTV, to include number, location and method of concealment;
- h. Details of seating and refuse, to include location, appearance and materials;
- i. Samples of hard landscaping;
- j. Full details of how the south elevation of the building, in particular how the podium building will address the adjacent ITV site and how the elevation could be amended/activated to respond to any future development proposals that may come forward for the adjacent site; and
- k. Full details of the public toilet provision.

The South Landing Building shall thereafter only be constructed and provided in accordance with the approved details.

Reason: To ensure a high quality of detailed design (London Plan Policy 7.5, Core Strategy Policies S9 and PN1 and Saved UDP Policies 28, 32, 33 and 37).

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[Note: The details submitted pursuant to this condition will be referred to Lambeth's Planning Applications Committee for a resolution].

22 No occupation of the South Landing Building shall occur until a specification of all proposed hard and soft landscaping for the South Bank landing area has been submitted to and approved in writing by the Local Planning Authority. The specification shall include details of the quantity, size, species and position and the proposed time of planting of any trees and shrubs to be planted, together with an indication of how they integrate with the proposal in the long term with regard to their mature size and anticipated routine maintenance and protection. In addition all shrubs and hedges to be planted that are intended to achieve a significant size and presence in the landscape shall be similarly specified. All tree, shrub and hedge planting included within the above specification shall accord with BS3936:1992, BS4043:1989, BS4428:1989, BS8545:2014 and current Arboricultural best practice.

Reason: In order to introduce high quality soft landscaping in and around the site in the interests of the ecological value of the site and surrounding area (Saved UDP Policies 31, 33, 38 and 39 and Core Strategy Policies S1, S9 and PN1).

23 No development shall commence until plans showing the internal layout and use of each area of the South Landing Building, including the provision of public toilets, shall be submitted to and approved in writing by the Local Planning Authority. The South Landing Building shall thereafter only be provided in accordance with the details approved.

Reason: To ensure suitable control over the final design and use of the South Landing Building (London Plan Policy 7.5, Core Strategy Policies S1 and PN1 and Saved UDP Policies 19 and 28).

[Note: The details submitted pursuant to this condition will be referred to Lambeth's Planning Applications Committee for a resolution]

24 No development works shall commence until such time as a Delivery and Servicing Plan has been submitted to and approved in writing by the Local Planning Authority. The bridge and the South Landing Building shall thereafter only operate in accordance with the approved Delivery and Servicing Plan unless otherwise agreed in writing with the Local Planning Authority.

Reason: In the interests of the amenity of the area and to prevent disruption and disturbance to the function and safety of the highway network (Core Strategy Policies S4, S5, S8 and PN1, and Saved UDP Policies 7, 9, 28 and 29).

[Note: The details submitted pursuant to this condition will be referred to Lambeth's Planning Applications Committee for a resolution]

25 No development works shall commence until such time as a Waste Management Plan (including details of the storage and disposal of waste cooking oil if relevant) has been submitted to and approved in writing by the Local Planning Authority. The bridge and the South Landing Building shall thereafter only operate in accordance with the approved Waste Management Plan unless otherwise agreed in writing with the Local Planning Authority.

Reason: In the interests of the amenity of the area and to prevent disruption and disturbance to the function and safety of the highway network (Core Strategy Policies S4, S5, S8 and PN1, and Saved UDP Policies 7, 9, 28 and 29).

[Note: The details submitted pursuant to this condition will be referred to Lambeth's Planning Applications Committee for a resolution]

26 Prior to the commencement of occupation of the relevant parts of the development, full details of a lighting strategy of all external communal amenity areas of the development shall be submitted to and approved in writing by the Local Planning Authority. The approved lighting shall be installed in the relevant parts of the building before the development is first occupied, or in accordance with an agreed implementation strategy, and retained thereafter for the duration of the development in accordance with the approved details.

Reason: To ensure an appropriate standard of design (Policies 7, 28, 32, 33 and 39 of Lambeth's Unitary Development Plan and Policy S9 and PN1 of Lambeth's Core Strategy).

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27 The Garden Bridge shall not be open to members of the public until such time as a Signage and Wayfinding Strategy has been implemented in accordance with details which have first been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure the provision of appropriate signage and wayfinding at the site in the interests of visitor management (Core Strategy Policies S9 and PN1 and Saved UDP Policy 28).

28 The Garden Bridge shall not be open to members of the public until such time as an Evacuation Plan for safe evacuation of the bridge has been submitted to and approved in writing by the Local Planning Authority. The development shall be operated in accordance with the approved plan thereafter.

Reason: To ensure that the Local Planning Authority's Emergency Planning department may be satisfied that safe access and egress is achievable and/or any emergency procedures are appropriate and achievable (London Plan Policy 7.13).

29 No development works shall commence until such time as a Coach and Taxi Management Plan has been submitted to and approved in writing by the Local Planning Authority. The development shall be operated in accordance with the approved plan thereafter, unless otherwise agreed in writing with the Local Planning Authority.

Reason: To minimise the impacts of the development upon local amenity and the function and safety of the surrounding highway (London Plan Policy 6.8, Core Strategy Policies S4 and PN1 and Saved UDP Policies 9 and 28). [Note: The details submitted pursuant to this condition will be referred to Lambeth's Planning Applications Committee for a resolution]

30 The Garden Bridge shall not be open to members of the public until such time as the cycle parking arrangements within the vicinity of the south landing have been provided in accordance with details which have first been submitted to and approved in writing by the Local Planning Authority.

Reason: To promote sustainable modes of transport to and from the bridge (London Plan Policy 6.9, Core Strategy Policies S4 and PN1 and Saved UDP Policies 9 and 28).

31 The Garden Bridge shall not be open to members of the public until such time as an Education and Interpretation Strategy has been implemented in accordance with details which have first been submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure the provision of appropriate education and interpretation facilities at the site in the interests of visitor management (Core Strategy Policies S9 and PN1 and Saved UDP Policy 28).

32 The development shall not be commenced until a monitoring plan to determine the impacts of the development in terms of loading upon the flood defences has been submitted to and approved in writing by the Local Planning Authority. The monitoring should include point position analysis to identify potential movement, trigger values and frequency monitoring. Any required remedial works identified as a result of monitoring works shall be completed prior to the first public opening of the bridge (or such other date or stage in development as may be agreed in writing with the Local Planning Authority).

Reason: To identify potential impacts of loading upon the flood defences of the South Bank and to ensure that the proposed development does not have an adverse impact on the stability of the flood defences (London Plan Policy 5.12 and Core Strategy Policy S6).

33 No development of the South Bank Building (except investigative works) shall commence until an investigation into the proposed piling for the South Bank building and its impacts on the anchorages of South Bank wall have been submitted to and approved in writing by the Local Planning Authority.

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Reason: To ensure the proposed new building does not impact upon the structural stability of the flood defences on the South Bank (London Plan Policy 5.12 and Core Strategy Policy S6).

34 No development (except investigative works) shall commence until ground investigations on anchor ties of the South Bank have been conducted to determine the residual life of the South Bank flood defence. If found to be in poor condition, further intrusion testing should be undertaken and a remediation plan submitted to and approved by the Local Planning Authority. Any required remedial works identified as a result of the ground investigations shall be completed prior to the first public opening of the bridge (or such other date or stage in development as may be agreed in writing with the Local Planning Authority).

Reason: To ensure that the flood defences in place below the proposed bridge are of suitable condition for the lifetime of the development (London Plan Policy 5.12 and Core Strategy Policy S6).

35 No permanent structure shall be placed in the river until a surface water drainage scheme for the site based on sustainable drainage principles, where possible, and an assessment of the hydrological and hydro geological context of the development has been submitted to and approved in writing by the Local Planning Authority. The surface water drainage strategy should seek to implement a SUDS hierarchy that reduces run off in accordance with the London Plan.

Reason: To reduce the impact of flooding both to and from the proposed development and third parties (London Plan Policies 5.12 and 5.13 and Core Strategy Policy S6).

36 A) No development shall take place until the developer has secured the implementation of a programme of archaeological mitigation in accordance with a Written Scheme of Investigation which has been submitted by the applicant and approved by the Local Planning Authority in writing and a report on that mitigation has been submitted to and approved by the Local Planning Authority in writing.

B) The development shall not be opened to the public until the site mitigation and post site work assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under Part (A), and the provision for analysis, publication and dissemination of the results and archive deposition has been secured.

Reason: To secure the provision of appropriate archaeological investigation, including the publication of results, in accordance with Section 12 of the NPPF, London Plan Policy 7.8 and Core Strategy Policy S9.

37 No development works shall commence until such time as a Counter Terrorism Strategy has been submitted to and approved in writing by the Local Planning Authority. The development shall be delivered and operated in accordance with the approved Counter Terrorism Strategy thereafter, unless otherwise agreed in writing with the Local Planning Authority.

Reason: To ensure suitable provision of counter terrorism measures (London Plan Policy 7.13, Core Strategy Policies S9 and PN1 and Saved UDP Policy 32).

[Note: The details submitted pursuant to this condition will be referred to Lambeth's Planning Applications Committee for a resolution]

38 Prior to opening of the bridge to the public, a Crime Prevention Statement shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall demonstrate how the development meets the relevant 'Secured by Design' standards, as per the commitments set out in the application submissions.

Reason: To ensure that satisfactory attention is given to security and community safety and to residential amenity in the vicinity (Policies 7 and 32 of Lambeth's Unitary Development Plan and Policy S9 of Lambeth's Core Strategy).

39 Prior to the installation of services in the South Landing Building and lifts, full details of internal and external plant equipment and trunking, including building services plant, ventilation and filtration equipment and commercial kitchen exhaust ducting/ventilation, shall be submitted to and approved in writing by the Local Planning Authority. All

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flues, ducting and other equipment shall be installed in accordance with the approved details prior to the use commencing on site and shall thereafter be maintained in accordance with the manufacturers' instructions.

Reason: To protect the amenities of the surrounding area (Policies 7 and 29 of Lambeth's Unitary Development Plan and Policy PN1 of Lambeth's Core Strategy).

40 Noise from any mechanical equipment or building services plant in the South Landing Building and lifts shall not exceed the background noise level when measured outside the window of the nearest noise sensitive or residential premises, when measured as a L90 dB(A) 1 hour.

Reason: To protect the amenities of future residential occupiers and the surrounding area (Policies 7 and 29 of Lambeth's Unitary Development Plan and Policy PN1 of Lambeth's Core strategy).

41 Prior to commencement of works in the river, a Dredging Method Statement shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall be carried out as approved. The Dredging Method Statement shall include:

- o Details of the dredging methods to be used
- o A detailed plan of the dredge area and depth
- o Details of the timing of dredging works - planned (i.e. non-emergency) dredging work to avoid the period June-August

Reason: To prevent detrimental impact on ecology. Maintenance or capital dredging operations can have direct impacts on hydro-morphological characteristics and ecological status through removal of benthic habitats, altering flow regimes, smothering effects, release of contaminants bound up in sediments into the water column, and impacts on migratory fish (London Plan Policy 7.19 and 7.29).

42 Prior to commencement of any works on site, a suitable protocol for the protection of legally protected species present on site, or identified during construction, shall be submitted to and approved in writing by the Local Planning Authority. This must include: a) works relating to tree management or removal undertaken outside the annual bird nesting season (March - July) unless otherwise agreed in writing; and b) appropriate protocols to respond to any findings of active bird's nests or bat roosts on any buildings, walls or other structures affected by the development. Should any active nests or roosts be found, appropriate advice and remedial action must be sought and undertaken in full to prevent disturbance of nests, roosts or feeding sites, or to mitigate for any avoidable disturbance.

Reason: To ensure suitable protection of protected wildlife (London Plan Policy 7.19 and 7.29).

43 Prior to the commencement of development approved by this planning permission (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), the following components of a scheme to deal with the risks associated with contamination of the site shall each be submitted to and approved, in writing, by the Local Planning Authority:

- 1) A preliminary risk assessment which has identified:
  - o all previous uses
  - o potential contaminants associated with those uses
  - o a conceptual model of the site indicating sources, pathways and receptors
  - o potentially unacceptable risks arising from contamination at the site.
- 2) A site investigation scheme, based on (1) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.
- 3) The results of the site investigation and detailed risk assessment referred to in (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.

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4) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

Any changes to these components require the express consent of the Local Planning Authority. The scheme shall be implemented as approved.

Reason: For the protection of controlled waters (London Plan Policy 5.21).

44 If during construction contamination not previously identified is found to be present at the site, works at the site of the contamination will cease (unless otherwise agreed in writing with the Local Planning Authority) until the developer has submitted, and obtained written approval from the Local Planning Authority for a remediation strategy detailing how this unsuspected contamination shall be dealt with. The remediation strategy shall be implemented as approved by the Local Planning Authority.

Reason: Unexpected contamination identified during development groundworks could present an unacceptable risk to Controlled Waters (London Plan Policy 5.21).

45 Prior to the first public opening of the bridge, a verification report demonstrating completion of the works set out in the approved remediation strategy and the effectiveness of the approved remediation strategy shall be submitted to and approved in writing by the local planning authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a "long-term monitoring and maintenance plan") for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan, if appropriate, and for the reporting of this to the local planning authority. Any long-term monitoring and maintenance plan shall be implemented as approved.

Reason: To confirm that any works associated with the mitigation of contamination at the site is suitably completed (London Plan Policy 5.21).

46 No development works shall commence until such time as an 'Illegal Trading, Antisocial Behaviour, Crowd Control and General Enforcement Management Plan' has been submitted to and approved in writing by the Local Planning Authority. The Plan shall be inclusive of evidence about the skills and resources necessary for the management arrangements and the establishment of a high degree of cooperation and mutual understanding with other providers on the South Bank. The details approved in the Illegal Trading, Antisocial Behaviour, Crowd Control and General Enforcement Management Plan shall thereafter be fully reflected in the Operations Management Plan and the Operations and Maintenance Business Plan to be worked up and provided pursuant to condition 3 (the S106 Planning Agreement) of this planning permission.

Reason: To ensure early consideration and appropriate resourcing and coordination of important aspects of the on-going management and maintenance of the bridge (Core Strategy Policies S1 and PN1 and Saved UDP Policies 28, 29 and 32).

[Note: The details submitted pursuant to this condition will be referred to Lambeth's Planning Applications Committee for a resolution]

#### **Notes to Applicants:**

In dealing with this application the Council has implemented the requirement in the National Planning Policy Framework (2012) to work with the applicant in a positive and proactive manner. The Council has made available on its website the policies and guidance provided by its Core Strategy (2011), its Unitary Development Plan (2007), and its Supplementary Planning Documents. The Council provides a free duty planner service for basic enquiries, which is accessible by telephone, by email, or by appointment. The Council also offers a free pre-application advice service for householder

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development and a paid pre-application advice service for other development. All of these services ensure that the applicant has every opportunity to submit an application that's likely to be considered acceptable.

1. This decision letter does not convey an approval or consent which may be required under any enactment, by-law, order or regulation, other than Section 57 of the Town and Country Planning Act 1990.
2. You are advised that this consent is without prejudice to any rights which may be enjoyed by any tenants/occupiers of the premises.
3. Your attention is drawn to the provisions of the Building Regulations, and related legislation which must be complied with to the satisfaction of the Council's Building Control Officer.
4. Your attention is drawn to Sections 4 and 7 of the Chronically Sick and Disabled Persons Act 1970 and the Code of Practice for Access for the Disabled to Buildings (B.S. 5810:1979) regarding the provision of means of access, parking facilities and sanitary conveniences for the needs of persons visiting, using or employed at the building or premises who are disabled.
5. You are advised of the necessity to consult the Council's Streetcare team within the Public Protection Division with regard to the provision of refuse storage and collection facilities.
6. You are advised that this permission does not authorise the display of advertisements at the premises and separate consent may be required from the Local Planning Authority under the Town and Country Planning (Control of Advertisements) Regulations 1992.
7. As soon as building work starts on the development, you must contact the Street Naming and Numbering Officer if you need to do the following:

- name a new street
- name a new or existing building
- apply new street numbers to a new or existing building

This will ensure that any changes are agreed with Lambeth Council before use, in accordance with the London Buildings Acts (Amendment) Act 1939 and the Local Government Act 1985. Although it is not essential, we also advise you to contact the Street Naming and Numbering Officer before applying new names or numbers to internal flats or units. Contact details are listed below.

Street Naming and Numbering Officer  
e-mail: [streetnn@lambeth.gov.uk](mailto:streetnn@lambeth.gov.uk)  
tel: 020 7926 2283  
fax: 020 7926 9104

8. Written schemes of investigation will need to be prepared and implemented by a suitably qualified archaeological practice in accordance with English Heritage Greater London Archaeology guidelines. They must be approved by the planning authority before any on-site development related activity occurs.
9. The Garden Bridge Trust project team are requested to establish and maintain ongoing dialogue with the Thames Tideway Tunnel project team from pre-construction through to commissioning of the Garden Bridge. This should include a Memorandum of Understanding between the parties, to set out agreed working processes and sharing of information.
10. Prior to the commencement of construction, The Garden Bridge Trust project team should enter into an Asset Protection Agreement with Thames Water Utilities Ltd, or the Infrastructure Provider if in place, which should include  
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provisions to ensure that the development does not compromise the construction, operation or maintenance of the Thames Tideway Tunnel.

11. The applicant is advised to contact Thames Water Developer Services on 0845 850 2777 to discuss the details of the piling method statement.

12. Where a developer proposes to discharge groundwater into a public sewer, a groundwater discharge permit will be required. Groundwater discharges typically result from construction site dewatering, deep excavations, basement infiltration, borehole installation, testing and site remediation. Groundwater permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 8507 4890 or by emailing [wwqriskmanagement@thameswater.co.uk](mailto:wwqriskmanagement@thameswater.co.uk). Application forms should be completed on line via [www.thameswater.co.uk/wastewaterquality](http://www.thameswater.co.uk/wastewaterquality). Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991.

13. Where possible, the lighting columns on the south landing podium should be reduced and their design requires a bespoke approach. Where possible CCTV fixtures should be reduced in number. Their concealment and integration also requires a bespoke approach.

14. The podium handrail should be changed from timber to bronze.

15. It is advised that the metal screen should not be standard mesh but should contain design interest.

16. As per the requirements of Thames Water, the monitoring and mitigation of scour should include, but not be limited to:

i. Bathymetric Survey at intervals and over a reach to be agreed are to commence no less than one year in advance of construction and to extend throughout construction and for at least 6 months following the removal of all associated in-river construction works

ii. Proposals for the monitoring of scour and accretion using the bathymetric survey results and any other monitoring methods that are deemed necessary by the statutory consultees, including the use of trigger levels.

iii. The approach to mitigation in the event of scour and accretion reaching agreed trigger levels

iv. The approach to any mitigation that require the placement or removal of any materials from the river bed.

17. The Crime Prevention Design Advisor advises that there should be a monitored CCTV surveillance system that provides real time & post event images capable of being used for Criminal Justice Purposes and it may be appropriate for the images to be viewable real time at either Westminster or Lambeth council CCTV control rooms. Identification quality images are recommended at both entrance decks and at any other points designated as vulnerable.

18. The security lighting at the entrance decks, and along the bridge including the footpaths and the viewing stations should provide good levels of uniformity and meet the standards defined in BS 5489 -1;2013.

19. The construction of the bridge should allow for additional security measures such as dusting for lighting and CCTV cameras if they are found to be necessary in subsequent reviews.

20. The Garden Bridge, like a Park, should be closed and gated once there are no capable guardians employed.

21. Lambeth Officers are not convinced by the brownish tone of the concrete finish for the South landing, as has been previously suggested. The existing colour palette of material found on the South Bank is pale grey, mid grey and cream. Pursuant to condition 21, Officers will work with the applicant to further explore this aspect of the design.

22. The Landscape Management Strategy pursuant to condition 18 of this consent should include measures to promote, improve and protect local biodiversity. It should include opportunities to enhance and extend the ecological value of the River Thames Metropolitan Site of Importance for Nature Conservation and it should seek to enhance overall horticultural, ecological and amenity value of the whole application site.

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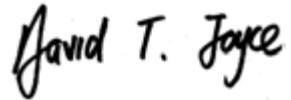
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Yours sincerely



**David Joyce**

Assistant Director Planning & Development  
Business, Growth & Regeneration  
Delivery Cluster

Date printed: 19th December 2014

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## **INFORMATION FOR APPLICANTS GRANTED PLANNING PERMISSION SUBJECT TO CONDITIONS, OR WHERE PERMISSION HAS BEEN REFUSED.**

### **General Information**

This permission is subject to due compliance with any local Acts, regulations, building by-laws and general statutory provisions in force in the area and nothing herein shall be regarded as dispensing with such compliance or be deemed to be a consent by the Council thereunder.

Your attention is drawn to the provisions of the Building Regulations 1985 and related legislation which must be complied with to the satisfaction of the Council's Building Control Officer, Phoenix House, 10 Wandsworth Road, SW8.

The Council's permission does not modify or affect any personal or restrictive covenants, easements, etc., applying to or affecting the land or the rights of any person entitled to the benefits thereof.

STATEMENT OF APPLICANT'S RIGHTS ARISING FROM THE REFUSAL OF PLANNING PERMISSION OR FROM THE GRANT OF PERMISSION SUBJECT TO CONDITIONS.

### **Appeals to the Secretary of State**

If the applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development or to grant permission or approval subject to conditions, he may appeal to the Secretary of State in accordance with Section 78 of the Town and Country Planning Act 1990 within six months from the date of this notice. Appeals must be made on a form which is obtainable from The Planning Inspectorate, Room 3/13 Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN. Alternatively an Appeal form can be downloaded from their website at [www.planningportal.gov.uk/planning/appeals](http://www.planningportal.gov.uk/planning/appeals). The Secretary of State has power to allow longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been granted by the local planning authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements, to the provisions of the development order, and to any directions given under the order.

### **Purchase Notice**

If permission to develop land is refused or granted subject to conditions, whether by the local planning authority or by the Secretary of State for the Environment, and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonable beneficial use by the carrying out of any development which has been or would be permitted, he may serve on the London Borough of Lambeth a purchase notice requiring that Council to purchase his interest in the land in accordance with the provisions of Section 137 of the Town and Country Planning Act 1990.

### **Compensation**

In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State for the Environment on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in Section 120 and related provision of the Town and Country Planning Act 1990.

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Your ref: THE GARDEN BRIDGE TRUST  
My ref: 14/05095/FULL

Please reply to:  
Tel No:

Matthew Mason  
020 7641 2926

Mr Neil Chester  
Transport for London  
10th Floor  
Windsor House  
42-50 Victoria Street  
London SW1E 6QP

**Development Planning**  
Westminster City Hall  
64 Victoria Street  
London SW1E 6QP

22 December 2014

**CERTIFIED TRUE RECORDS OF  
COUNCIL'S DECISION OF 22.12.2014**

Dear Sir/Madam

TOWN AND COUNTRY PLANNING ACT 1990  
PERMISSION FOR DEVELOPMENT (CONDITIONAL)

The City Council has considered your application and permits the development referred to below subject to the conditions set out and in accordance with the plans submitted.

Unless any other period is stated in the Schedule below or by conditions attached; this consent, by virtue of Section 91(1) of the Town and Country Planning Act 1990 (as amended), is granted subject to the condition that the development shall be commenced within 3 years of the date of this decision.

Your attention is drawn to the enclosed Statement of Applicant's Rights and General Information.

#### SCHEDULE

<b>Application No:</b>	14/05095/FULL	<b>Application Date:</b>	29.05.2014
<b>Date Received:</b>	29.05.2014	<b>Date Amended:</b>	29.05.2014

**Address:** Temple Station Buildings, Victoria Embankment, London WC2R 2PN

**Proposal:** Erection of a pedestrian bridge with incorporated garden, extending for a length of 366m 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 (in the City of Westminster), the structure of the bridge having a maximum height of 14.3m above Mean High Water and a maximum width of 30m; the development also comprising the erection of two new piers in the River Thames; works to the highway in Temple Place, erection of stairs and ramp connecting Temple Place and the roof of Temple London Underground Station; works to trees (including the removal of trees); relocation of the Cabmen's shelter from Temple Place to Surrey Street; demolition and reconstruction works to Temple Station building including the replacement of its roof; associated construction works (including highway works at the Strand) and work sites; and works within the River Thames (including temporary and permanent scour protection, works to moorings and erection of temporary structures).

See next page for plan numbers, conditions and reasons.

Yours faithfully

John Walker  
Operational Director Development Planning

Note - As the requirements of the Building Regulations may impact on the design of the proposed development, our Building Control team can offer advice and guidance at an early stage. If you would like to take advantage of this free service please contact 020 7641 7230 to arrange a preliminary discussion.

**Plan Nos:** Site Location Plan - AR-M-P-0030 A.

Existing - HS-A-P-0001 A, HS-A-P-0002 A, HS-A-E-0003 A, HS-A-E-0004 A, AR-TRA-P-0102 A, AR-TRA-P-0101 A AND AR-LI-P-0006 A.

Proposed - HS-A-E-0103 B, HS-A-E-0104 B, HS-A-E-110 Rev 2, HS-A-D-0107 A, HS-A-G-0100 B, HS-A-P-0101 B, HS-A-P-0201 B, HS-A-P-0200 A, HS-A-E-0202 B, HS-A-E-0203 B, HS-A-D-0205 B, HS-A-E-0206 A, AR-LI-P-0001 B, AR-LI-P-0003 A, AR-L-D-0104 B, AR-L-D-0105 A, AR-L-P-0201 B, AR-L-S-0203 A, AR-M-P-0010 A, AR-M-P-0012, AR-M-P-0011 A.

Documents - Planning Statement, Design and Access Statement, Environmental Statement Volumes 1 - 8, Additional verified photomontages and assessment (September 2014) & Non Technical Summary, Transport Assessment, Sustainability Statement, Health Impact Assessment, Energy Statement, Equality Impact Assessment, Technical Landscape Report and Statement of Community Involvement.

**Condition(s):**

- 1 The development hereby permitted shall be carried out in accordance with the drawings and other documents listed on this decision letter, and any drawings approved subsequently by the City Council as local planning authority pursuant to any conditions on this decision letter.

Reason:

For the avoidance of doubt and in the interests of proper planning.

- 2 **Pre-Commencement Condition:** No development shall take place until a planning obligation under s.106 of the Town and Country Planning Act 1990 (as amended) has been submitted to and approved in writing by the Local Planning Authority to secure the following Heads of Terms:

i) Setting up of a Garden Bridge Trust (GBT) Operations Reference Group to provide a forum to input into the drafting and review thereafter of the Operation and Management Plan. The forum shall have adequate cross-river mechanisms for cross-river issues, including meeting as necessary involving Lambeth and Westminster Councils, SBEG and Northbank BID, and any other stakeholders directly affected by matters under consideration. Such meetings as are necessary to address north bank issues to involve Westminster, Northbank BID, The Middle and Inner Temple, the owners of the development site at Arundel Great Court and any other stakeholders directly affected by matters under consideration.

ii) The setting up of a Specialist forum to consult on mobility and accessibility issues as the detailed design of the bridge and the Operation and Management Plan progresses.

iii) Prior to the commencement of development, the submission of a final Operation and Management Plan.

Note:

- The Plain English Crystal Mark applies to those conditions, reasons and informatives in this letter which have an associated reference number with the prefix C, R, X or I.
- The terms 'you' and 'your' include anyone who owns or occupies the land or is involved with the development.
- The terms 'us' and 'we' refer to the Council as local planning authority.





- iv) Prior to the commencement of development, the submission of an Operational and Maintenance Business Plan update report for the written approval of the City Council. The development shall thereafter be carried out and subsequently operated and maintained in accordance with the approved Plans.
- v) Prior to the commencement of development (and unless otherwise agreed in writing by the Local Planning Authority) there shall be provided to the Local Planning Authority a surety and/or guarantee and/or other legal instrument (the form and terms of which shall be approved by the Local Planning Authority in advance) to secure the on-going maintenance of the proposed bridge.
- vi) Review of the Operation and Management Plan on the first year of opening and subsequently on the second, third and fifth years and every five years thereafter. The approved Operation and Management Plan will also be reviewed at any time at the request of either the Trust or the local planning authorities. It may not be necessary to review the entire plan on every occasion. The scope of the review will be agreed in advance by the Trust and the LPAs, in consultation with the Operations Reference Group. The review process will include consultation with the Operations Reference Group.
- vii) Prior to the commencement of development an Employment and Skills Plan.
- viii) During the operational phase the Trust will work with WCC to develop a programme that offers local residents, including a proportion from priority groups opportunities in the on-going maintenance of the bridge and garden.
- ix) A contribution (tbc) to enable the map content of all local Legible London signs to be refreshed to show the new bridge.
- x) The submission (for Written Approval by WCC) of details of the intended school outreach programme, including the establishment of a Youth Board prior to construction to provide local young people with an opportunity to input into the construction and operation of the bridge.
- xi) Appointment of a Construction liaison manager who would have a detailed understanding of the construction programme and both north and south banks issues. Joint sub-meetings from the main construction forums would be arranged where necessary.
- xii) Public access to the bridge will be maintained, except outside of the agreed opening hours, at times of routine maintenance or when the bridge is closed for events of which there shall be no more than twelve event days (measured as 12 x 24 hour periods) per year (excluding any enforced closures such as the Thames Festival and New Year's Eve firework display and excluding routine maintenance). Westminster/ Lambeth will be notified no less than 4 weeks in advance of a closure with details of the closure notified to the public in advance. Public access to the bridge shall be free of charge except during events.

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xiii) The bridge will be known as The Garden Bridge, without the endorsement or addition of a sponsor's name.

xiv) A Travel Plan together with a reasonable contribution towards the Council's costs of monitoring the implementation and success of the Plan.

xv) Highway works to Temple Place, Arundel Street, Surrey Street, Victoria Embankment and Strand.

xvi) A Signage and Wayfinding Strategy.

xvii) The submission of a Code of Construction Practice Part B (to reflect the principles submitted under Part A) and Environmental Inspectorate and Environmental Sciences monitoring contribution.

xviii) S106 Monitoring fee.

Reason:

Having regard to the full details of the planning application and to the provisions of the Development Plan, the requirements are (i) necessary to make the development acceptable in planning terms; (ii) directly related to the development; and (iii) fairly and reasonably related in scale and kind to the development.

3 You must carry out any building work which can be heard at the boundary of the site only:

- \* between 08.00 and 18.00 Monday to Friday;
- \* between 08.00 and 13.00 on Saturday; and
- \* not at all on Sundays, bank holidays and public holidays.

Noisy work must not take place outside these hours unless except as may be exceptionally agreed by other regulatory regimes such as the police, by the highways authority or by the local authority under the Control of Pollution Act 1974.

Reason:

To protect the environment of neighbouring residents. This is as set out in S29 and S32 of Westminster's City Plan: Strategic Policies adopted November 2013 and ENV 6 of our Unitary Development Plan that we adopted in January 2007. (R11AC)

4 The construction of permanent structures shall not commence until a Garden Bridge and Thames Tideway Tunnel (TTT) Collaborative Design Statement has been submitted to and approved in writing by the local planning authorities, following consultation with Thames Water Utilities Limited. The contents of the Design Statement shall include the following:

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\* A description of the scope of the Garden Bridge development, programme and construction details.

\* Outline drawings, ground movement and structural calculations, and analysis of the physical interface between the Garden Bridge and Thames Tideway Tunnel works, including an assessment of any potential damage to either from predicted ground movement and from loading, overburden and unloading. This assessment should detail all likely scenarios in terms of the relative construction programmes, and should be consistent

\* with the Thames Tideway Tunnel Guidance for developers.

The development shall be carried out in accordance with the approved details.

Reason:

To ensure the two infrastructure projects are not compromised by the implementation of each other, in accordance with the Thames Water Utilities Limited (Thames Tideway Tunnel) Order 2014, the National Policy Statement for Waste Water (February 2012), London Plan Policy 5.14 and Policy S43 of Westminster's City Plan (adopted November 2013).

5 **Pre-Commencement Condition:** Construction shall not commence until a Garden Bridge/Thames Tideway Tunnel (TTT) Construction Interface Plan has been submitted to and approved in writing by the local planning authority, following consultation with Thames Water Utilities Limited. The Plan shall include:

\* Detailed construction programme identifying major construction phases and activities potentially affecting Thames Tideway Tunnel (including proposed river closures and suspension of navigation to vessels, proposed road and lane closures, and utility diversion works).

\* An assessment of cumulative impacts including peak periods with existing road/river traffic and Thames Tideway Tunnel construction routes and proposals for mitigation.

\* Details of the local and cumulative navigational risk assessments that are to be completed and proposals for mitigation.

\* Details of the location of work sites and barge holding area and an assessment of potential effects and proposed mitigation for the Thames Tideway Tunnel sites at Victoria Embankment Foreshore and Blackfriars Bridge Foreshore.

\* Details regarding the operation and design of facilities for barging, barge holding areas and traffic management (and timing).

The development shall be carried out in accordance with the approved Construction Interface Plan.

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Reason:

To ensure the two infrastructure projects are not compromised by the implementation of each other, in accordance with the Thames Water Utilities Limited (Thames Tideway Tunnel) Order 2014, the National Policy Statement for Waste Water (February 2012), London Plan Policy 5.14 and Policy S43 of Westminster's City Plan (adopted November 2013).

- 6 No works in the river (except investigative works) shall commence until a scheme to survey, monitor and address potential scour on both the bridge and flood defences has been submitted to, and approved by, the Local Planning Authority. The scheme should be produced in consultation with key stakeholders including TWUL and include pre, during and post development survey and monitoring. The details of the scheme should include type, trigger levels and frequency of monitoring and details of planned remedial works. Any required remedial works identified as a result of monitoring works shall be completed within timeframes to be agreed in writing with the Local Planning Authority.

Reason:

To reduce the impact of scour from undermining the structure of the bridge and defences, and to ensure that the Thames Tideway Tunnel and the Bridge are not compromised by the implementation of each other in accordance with the Thames Water Utilities Limited (Thames Tideway Tunnel) Order 2014, the National Policy Statement for Waste Water (February 2012), London Plan Policy 5.14 and Policy S43 of Westminster's City Plan (adopted November 2013).

- 7 **Pre-Commencement Condition:** No development shall take place until a Construction Logistics Plan for the proposed development has been submitted to and approved in writing by the City Council as local planning authority in consultation with Transport for London (see informative 2).

Reason:

To ensure that the construction logistics for the bridge minimise nuisance and disturbance in the interests of the amenities of neighbouring occupiers and of the area generally, and to avoid hazard and obstruction to the public highway. This is as set out in S29 of Westminster's City Plan: Strategic Policies adopted November 2013 and TRANS 2 and ENV 5 of our Unitary Development Plan that we adopted in January 2007.

- 8 **Pre-Commencement Condition:** No development shall take place until a Site Environmental Management Plan (SEMP) has been submitted to, and approved in writing by, the local planning authority. The SEMP shall be adhered to throughout the construction period. The SEMP shall address issues associated with:

- Noise and vibration
- Air quality
- Visual impact of construction activities

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- Water pollution
- Waste
- Community responsibility

Reason:

To ensure minimal nuisance or disturbance is caused to the detriment of the amenities of adjoining occupiers and of the area generally, and to avoid hazard and obstruction to the public highway. This is as set out in S29, S31 and S32 of Westminster's City Plan: Strategic Policies adopted November 2013 and TRANS 2, ENV 5 and ENV 6 of our Unitary Development Plan that we adopted in January 2007.

- 9 Prior to commencement of land piling works a piling method statement for land piling works shall be submitted to and approved in writing by the local planning authority. The development shall be carried out in accordance with the approved details. The statement shall include (but not necessarily be limited to) the following elements:

- \* Details of the piling methods to be used.
- \* Details to demonstrate there will be no unacceptable risk to groundwater contamination from piling
- \* Details of the timing of piling works.

Reason:

The developer should be aware of the potential risks associated with the use of piling where contamination is an issue. Piling or other penetrative methods of foundation design on contaminated sites can potentially result in unacceptable risks to underlying groundwater.

- 10 Prior to commencement of river piling works a piling method statement for river piling works shall be submitted to and approved in writing by the local planning authority. This method statement should seek to minimise the impact of piling works on the migration and movement of fish in the River Thames. The development shall be carried out in accordance with the approved details. The statement shall include (but not necessarily be limited to) the following elements:

- \* Details of the piling methods to be used
- \* Details to demonstrate there will be no unacceptable risk to groundwater contamination from piling
- \* Details of the timing of piling works

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Reason:

To reduce the impact of piling works within the River Thames on the migration and movement of migratory fish species and to protect groundwater.

- 11 **Pre-Commencement Condition:** You must apply to us for approval of the ways in which you will protect the trees which you are keeping, as shown on the approved drawings. You must not start any demolition, site clearance or building work, and you must not take any equipment, machinery or materials for the development onto the site, until we have approved what you have sent us. The tree protection must follow the recommendations in section 7 of British Standard BS5837: 202012. You must then carry out the work according to the approved details. (C31AC)

Reason:

To make sure that the trees on the site are adequately protected during building works. This is as set out in S38 of Westminster's City Plan: Strategic Policies adopted November 2013 and DES 1 (A), ENV 16 and ENV 17 of our Unitary Development Plan that we adopted in January 2007. (R31AC)

- 12 You must apply to us for approval of detailed drawings of the following parts of the Garden Bridge (and north landing):
- i) details of lighting, to include number, location, appearance and materials
  - ii) details of CCTV to include number, location, appearance and materials
  - iii) details of seating, refuse bins and other items of street furniture to include number, location, appearance and materials
  - iv) details of any gates to include number, location, appearance and materials

You must not start work on these parts of the development until we have approved what you have sent us.

You must then carry out the work according to these details (C26CB)

Reason:

To make sure that the appearance of the bridge and landing is suitable and that it contributes to the character and appearance of this part of the Strand Conservation Area. This is as set out in S25 and S28 of Westminster's City Plan: Strategic Policies adopted November 2013 and DES 1 and DES 5 or DES 6 or both and paras 10.108 to 10.128 of our Unitary Development Plan that we adopted in January 2007. (R26BE)

- 13 You must apply to us for approval of samples of facing materials, including paving and glazing, and elevations and plans annotated to show where the materials are to be located. You must not start work on these parts of the development until we have approved what you have sent us. You must then carry out the work using the approved materials.

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Reason:

To make sure that the appearance of the bridge and landing is suitable and that it contributes to the character and appearance of this part of the Strand Conservation Area. This is as set out in S25 and S28 of Westminster's City Plan: Strategic Policies adopted November 2013 and DES 1 and DES 5 or DES 6 or both and paras 10.108 to 10.128 of our Unitary Development Plan that we adopted in January 2007. (R26BE)

- 14 Prior to any planting on the bridge a Landscape Management Strategy shall be submitted to and approved in writing by the Local Planning Authority. The Strategy shall include indicative species, planting specifications/programmes and management/maintenance schedules. Landscaping proposals should endeavour to include measures to promote, improve and protect local biodiversity, Opportunities to enhance and extend the ecological value of the River Thames Metropolitan Site of Importance for Nature Conservation and to enhance the overall horticultural, ecological and amenity value of the whole application site, should be considered in all proposals.

Reason:

In order to introduce high quality soft landscaping onto the bridge in the interests of the ecological value of the site and to ensure a satisfactory landscaping of the site in the interests of visual amenity. This is as set out in S36, S37 and S38 of Westminster's City Plan: Strategic Policies adopted November 2013 and ENV 16, ENV 17 and RIV 3 of our Unitary Development Plan that we adopted in January 2007.

- 15 No invasive non-native species listed on the London Invasive Species Initiative's (LISI) species of concern list at the time of planting shall be planted on the bridge.

Reason:

To prevent the spread of non-native invasive species.

- 16 The tree heights shall not exceed the maximum tree height profiles as shown on page 62, figure 4.17 of the approved Design and Access Statement. For the avoidance of doubt, no trees or any other plants on the bridge shall exceed 15m in height when measured from the soil level of the bridge.

Reason:

To limit the impacts of the development upon important riverscape views and upon the settings of important heritage assets. This is as set out in S26 of Westminster's City Plan: Strategic Policies adopted November 2013 and ENV 16, ENV 17 and RIV 2 and RIV 6 of our Unitary Development Plan that we adopted in January 2007.

- 17 You must apply to us for approval of details of an Operation and Management Plan for the roof of Temple underground station (north landing) The plan shall include the following:

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The day to day operation and management of this space,  
Measures to prevent illegal trading and /or gambling,  
The planning, management and frequency of events,  
Cleansing and waste management.

You must not allow the public access onto the roof of Temple underground station until we have approved what you have sent us. Thereafter the roof of Temple underground station must be managed and operated in accordance with the approved plan.

Reason:

To ensure the roof of Temple underground station is managed appropriately in the interests of those who will use the space for amenity purposes and in order to protect the environment of existing and future neighbouring residents. This is as set out in S29 and S32 of Westminster's City Plan: Strategic Policies adopted November 2013 and ENV 6 of our Unitary Development Plan that we adopted in January 2007. (R11AC)

- 18 You must apply to us for approval of details of a Lighting Strategy for the bridge and north landing. You must not start work on this part of the development until we have approved what you have sent us. Thereafter the lighting of the bridge and north landing shall be carried out in accordance with the Lighting Strategy approved.

Reason:

To make sure that the appearance of the lighting of the bridge and north landing is suitable and that it contributes to the character and appearance of this part of the Strand Conservation Area. This is as set out in S25 and S28 of Westminster's City Plan: Strategic Policies adopted November 2013 and DES 1 and DES 5 or DES 6 or both and paras 10.108 to 10.128 of our Unitary Development Plan that we adopted in January 2007. (R26BE)

- 19 You must apply to us for approval of a Delivery and Servicing Plan. You must not open the bridge to members of the public until we have approved what you have sent us in writing. Thereafter the bridge and north landing shall only operate in accordance with the approved Delivery and Servicing Plan.

Reason:

To avoid blocking the surrounding streets and to protect the environment of people in neighbouring properties as set out in S42 of Westminster's City Plan: Strategic Policies adopted November 2013 and STRA 25, TRANS 20 and TRANS 21 of our Unitary Development Plan that we adopted in January 2007. (R23AC)

- 20 You must apply to us for approval of a Waste Management Plan. You must not open the bridge to members of the public until we have approved what you have sent us in writing. Thereafter the bridge and north landing shall only operate in accordance with the approved Waste Management Plan.

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Reason:

In the interests of the amenity of the area and to prevent disruption and disturbance to the function and safety of the highway network. This is as set out in S29 and S44 of Westminster's City Plan: Strategic Policies adopted November 2013 and ENV 12 of our Unitary Development Plan that we adopted in January 2007.

- 21 You must apply to us for approval of a Coach and Taxi Management Plan. You must not open the bridge to members of the public until we have approved what you have sent us in writing. Thereafter the bridge and north landing shall only operate in accordance with the approved Coach and Taxi Management Plan..

Reason:

To avoid blocking the surrounding streets and to protect the environment of people in neighbouring properties as set out in S29 of Westminster's City Plan: Strategic Policies adopted November 2013 and TRANS 6 and TRANS 7 of our Unitary Development Plan that we adopted in January 2007. (R23AC)

- 22 Notwithstanding the information set out in the approved application documents, you must apply to us for approval of cycle parking for employees and visitors to the bridge. You must not open the Garden Bridge to members of the public until we have approved what you have sent us and the cycle spaces provided in accordance with the details approved.

Reason:

To provide cycle parking spaces for employees and people using the development as set out in TRANS 10 of our Unitary Development Plan that we adopted in January 2007.

- 23 **Pre-Commencement Condition:** Notwithstanding the information set out in the approved application documents, you must apply to us for approval of details of the Temple Place permanent highway layout and other highway works on Arundel Street and Surrey Street. You must not commence work until we have approved what you have sent us. Thereafter you must carry out the development in accordance with the details approved and prior to the use of the bridge by members of the public. (See Informative 11).

Reason:

To ensure the design of the necessary highway works is appropriate taking into account highway safety and other developments in the vicinity of the site. This is as set out in S29 of Westminster's City Plan: Strategic Policies adopted November 2013 and TRANS 2, TRANS 3 and TRANS 18 of our Unitary Development Plan that we adopted in January 2007.

- 24 You must apply to us for approval of an Education and Interpretation Strategy. You must not open the Garden Bridge to members of the public until we have approved what you have sent us. Thereafter you must manage the bridge in accordance with the approved Education and Interpretation Strategy.

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Reason:

To ensure the provision of appropriate education and interpretation facilities at the site in the interests of visitor management.

- 25 **Pre-Commencement Condition:** The development shall not be commenced until a monitoring plan to determine the impacts of the development in terms of loading upon the flood defences has been submitted and approved by the Local Planning Authority. The monitoring should include point position analysis to identify potential movement, trigger values and frequency monitoring. Any required remedial works identified as a result of monitoring works shall be completed prior to the first public opening of the bridge.

Reason:

To identify potential impacts of loading upon the flood defences of the north bank and to ensure that the proposed development does not have an adverse impact on the stability of the flood defences.

- 26 No permanent structure shall be placed in the river until a surface water drainage scheme for the site based on sustainable drainage principles, where possible, and an assessment of the hydrological and hydro geological context of the development has been submitted to, and approved by, the Local Planning Authority. The surface water drainage strategy should seek to implement a SUDS hierarchy that reduces run off in accordance with the London Plan.

Reason:

To reduce the impact of flooding both to and from the proposed development and third parties.

- 27 **Pre-Commencement Condition:**

A) No development shall take place until the developer has secured the implementation of a programme of archaeological mitigation in accordance with a Written Scheme of Investigation which has been submitted by the applicant and approved by the local planning authority in writing and a report on that mitigation has been submitted to and approved by the local planning authority in writing.

B) The development shall not be opened to the public until the site mitigation and post site work assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under Part (A) and the provision for analysis, publication and dissemination of the results and archive deposition has been secured.

Reason:

Heritage assets of archaeological interest may survive on the site. The planning authority wishes to secure the provision of appropriate archaeological investigation, including the publication of results, in accordance with Section 12 of the NPPF, London Plan Policy 7.8 and S25 of Westminster's City Plan: Strategic Policies adopted November 2013.

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- 28 **Pre-Commencement Condition:** You must apply to us for approval of a Counter Terrorism Strategy. You must not commence work until we have approved what you have sent us in writing. Thereafter the bridge and north landing shall only operate in accordance with the approved Counter Terrorism Strategy. (See Informative 11).

Reason:

To ensure suitable provision of counter terrorism measures in accordance with Policy S29 of Westminster's City Plan: Strategic Policies adopted November 2013.

- 29 **Pre-Commencement Condition:** You must apply to us for approval of a Crime Prevention Statement. You must not open the bridge to the public until we have approved what you have sent us in writing. Thereafter the bridge and north landing shall only operate in accordance with the approved Crime Prevention Statement.

Reason:

To ensure that satisfactory attention is given to security and community safety and to residential amenity in the vicinity of the north landing in accordance with Policy S29 of Westminster's City Plan: Strategic Policies adopted November 2013.

- 30 (1) Where noise emitted from the proposed plant and machinery will not contain tones or will not be intermittent, the 'A' weighted sound pressure level from the plant and machinery (including non-emergency auxiliary plant and generators) hereby permitted, when operating at its noisiest, shall not at any time exceed a value of 10 dB below the minimum external background noise, at a point 1 metre outside any window of any residential and other noise sensitive property, unless and until a fixed maximum noise level is approved by the City Council. The background level should be expressed in terms of the lowest LA90, 15 mins during the proposed hours of operation. The plant-specific noise level should be expressed as LAeqTm, and shall be representative of the plant operating at its maximum.

(2) Where noise emitted from the proposed plant and machinery will contain tones or will be intermittent, the 'A' weighted sound pressure level from the plant and machinery (including non-emergency auxiliary plant and generators) hereby permitted, when operating at its noisiest, shall not at any time exceed a value of 15 dB below the minimum external background noise, at a point 1 metre outside any window of any residential and other noise sensitive property, unless and until a fixed maximum noise level is approved by the City Council. The background level should be expressed in terms of the lowest LA90, 15 mins during the proposed hours of operation. The plant-specific noise level should be expressed as LAeqTm, and shall be representative of the plant operating at its maximum.

(3) Following installation of the plant and equipment, you may apply in writing to the City Council for a fixed maximum noise level to be approved. This is to be done by submitting a further noise report confirming previous details and subsequent measurement data of the installed plant, including a proposed fixed noise level for approval by the City Council. Your submission of a noise report must include:

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- (a) A schedule of all plant and equipment that formed part of this application;
- (b) Locations of the plant and machinery and associated: ducting; attenuation and damping equipment;
- (c) Manufacturer specifications of sound emissions in octave or third octave detail;
- (d) The location of most affected noise sensitive receptor location and the most affected window of it;
- (e) Distances between plant & equipment and receptor location/s and any mitigating features that may attenuate the sound level received at the most affected receptor location;
- (f) Measurements of existing LA90, 15 mins levels recorded one metre outside and in front of the window referred to in (d) above (or a suitable representative position), at times when background noise is at its lowest during hours when the plant and equipment will operate. This acoustic survey to be conducted in conformity to BS 7445 in respect of measurement methodology and procedures;
- (g) The lowest existing L A90, 15 mins measurement recorded under (f) above;
- (h) Measurement evidence and any calculations demonstrating that plant and equipment complies with the planning condition;
- (i) The proposed maximum noise level to be emitted by the plant and equipment.

Reason:

Because existing external ambient noise levels exceed WHO Guideline Levels and as set out in ENV 6 (1), (6) and (8) and ENV 7 (A)(1) of our Unitary Development Plan that we adopted in January 2007 (UDP), so that the noise environment of people in noise sensitive properties is protected, including the intrusiveness of tonal and impulsive sounds; and as set out in S32 of Westminster's City Plan: Strategic Policies adopted November 2013, by contributing to reducing excessive ambient noise levels. Part (3) is included so that applicants may ask subsequently for a fixed maximum noise level to be approved in case ambient noise levels reduce at any time after implementation of the planning permission.

- 31 Prior to commencement of works in the river, a dredging method statement shall be submitted to and approved in writing by the local planning authority. The scheme shall be carried out as approved. The dredging method statement shall include:

- \* Details of the dredging methods to be used
- \* A detailed plan of the dredge area and depth
- \* Details of the timing of dredging works - planned (i.e. non-emergency) dredging work to
- \* avoid the period June-August.

Reason:

To prevent detrimental impact on ecology. Maintenance or capital dredging operations can have direct impacts on hydro-morphological characteristics and ecological status through removal of benthic habitats, altering flow regimes, smothering effects, release of contaminants bound up in sediments into the water column, and impacts on migratory fish.

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- 32 **Pre-Commencement Condition:** Prior to commencement of any works on site, a suitable protocol for the protection of legally protected species present on site, or identified during construction, shall be submitted to and approved in writing by the Local Planning Authority. This must include: a) works relating to tree management or removal undertaken outside the annual bird nesting season (March - July) unless otherwise agreed in writing and b) appropriate protocols to respond to any findings of active bird's nests or bat roosts on any buildings, walls or other structures affected by the development. Should any active nests or roosts be found, appropriate advice and remedial action must be sought and undertaken in full to prevent disturbance of nests, roosts or feeding sites, or to mitigate for any avoidable disturbance.

Reason:

To ensure suitable protection to protected wildlife in accordance with Policy S36 Westminster's City Plan: Strategic Policies adopted November 2013.

- 33 You must apply to us for approval of an Illegal Trading, Antisocial Behaviour, Crowd Control and General Enforcement Management Plan. You must not open the bridge to the public until we have approved what you have sent us. The details approved in the Illegal Trading, Antisocial Behaviour, Crowd Control and General Enforcement Management Plan shall thereafter be fully reflected in the Operations Management Plan and the Operations and Maintenance Business Plan to be worked up and provided pursuant to condition 3 of this planning permission.

Reason:

To ensure early consideration and appropriate resourcing and coordination of important aspects of the on-going management and maintenance of the bridge in accordance with Policy S29 of Westminster's City Plan: Strategic Policies adopted November 2013.

- 34 **Pre-Commencement Condition:** Prior to the commencement of development approved by this planning permission (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), the following components of a scheme to deal with the risks associated with contamination of the site shall each be submitted to and approved, in writing, by the local planning authority:

1) A preliminary risk assessment which has identified:

- \* all previous uses
- \* potential contaminants associated with those uses
- \* a conceptual model of the site indicating sources, pathways and receptors
- \* potentially unacceptable risks arising from contamination at the site.

2) A site investigation scheme, based on (1) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.

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3) The results of the site investigation and detailed risk assessment referred to in (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.

4) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

The scheme shall be implemented as approved.

Reason:

For the protection of controlled waters.

- 35 If during construction contamination not previously identified is found to be present at the site, works at the site of the contamination will cease (unless otherwise agreed in writing with the Local Planning Authority) until the developer has submitted, and obtained written approval from the Local Planning Authority for a remediation strategy detailing how this unsuspected contamination shall be dealt with. The remediation strategy shall be implemented as approved by the Local Planning Authority.

Reason:

There is always the potential for unexpected contamination to be identified during development groundworks. We should be consulted should any contamination be identified that could present an unacceptable risk to Controlled Waters.

- 36 Other than what is shown on the approved drawings, you must not place any structures on the bridge, north landing or the roof of Temple underground station.

Reason:

To make sure that the appearance of the bridge and landing is suitable and that it contributes to the character and appearance of this part of the Strand Conservation Area. This is as set out in S25 and S28 of Westminster's City Plan: Strategic Policies adopted November 2013 and DES 1 and DES 5 or DES 6 or both and paras 10.108 to 10.128 of our Unitary Development Plan that we adopted in January 2007. (R26BE)

- 37 You must maintain public access to the bridge between the hours of 6am to midnight seven days a week except at times of routine maintenance or when the bridge is closed for events as defined in the approved Operation and Management Plan.

Reason:

To ensure public access to the bridge is maintained in accordance with S43, S22, S35, S37, S41, S43 of Westminster's City Plan: Strategic Policies adopted November 2013 and RIV 5 and RIV 6 of our Unitary Development Plan that we adopted in January 2007.

Note:

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- The terms 'you' and 'your' include anyone who owns or occupies the land or is involved with the development.
- The terms 'us' and 'we' refer to the Council as local planning authority.



**Informative(s):**

- 1 In dealing with this application the City Council has implemented the requirement in the National Planning Policy Framework to work with the applicant in a positive and proactive way. We have made available detailed advice in the form of our statutory policies in Westminster's City Plan: Strategic Policies adopted November 2013, Unitary Development Plan, Supplementary Planning documents, planning briefs and other informal written guidance, as well as offering a full pre application advice service, in order to ensure that applicant has been given every opportunity to submit an application which is likely to be considered favourably. In addition, where appropriate, further guidance was offered to the applicant at the validation stage.
- 2 **Construction Logistics Plan**  
  
You are advised that the construction logistics plan must include details of the cycle safety measures that will be implemented during demolition and construction such construction vehicles being fitted with side-bars, blind spot mirrors and cycle detection equipment. Please consult with TfL over the preparation of the construction logistics plan as they are the highways authority for Bressenden Place. Contact: Joanna Kesson, TfL Planning (020 3054 7039 or [Joanna.Kesson@tfl.gov.uk](mailto:Joanna.Kesson@tfl.gov.uk)).
- 3 You are advised that this permission does not authorise the display of advertisements on the bridge or landing area and separate consent may be required from the Local Planning Authority under the Town and Country Planning (Control of Advertisements) Regulations 1992.
- 4 Written schemes of investigation will need to be prepared and implemented by a suitably qualified archaeological practice in accordance with English Heritage Greater London Archaeology guidelines. They must be approved by the planning authority before any on-site development related activity occurs.
- 5 Prior to the commencement of construction, The Garden Bridge Trust project team should enter into an Asset Protection Agreement with Thames Water Utilities Ltd, or the Infrastructure Provider if in place, which should include provisions to ensure that the development does not compromise the construction, operation or maintenance of the Thames Tideway Tunnel.
- 6 The applicant is advised to contact Thames Water Developer Services on 0845 850 2777 to discuss the details of the piling method statement.

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- The terms 'us' and 'we' refer to the Council as local planning authority.



- 7 Where a developer proposes to discharge groundwater into a public sewer, a groundwater discharge permit will be required. Groundwater discharges typically result from construction site dewatering, deep excavations, basement infiltration, borehole installation, testing and site remediation. Groundwater permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 8507 4890 or by emailing [wwriskmanagement@thameswater.co.uk](mailto:wwriskmanagement@thameswater.co.uk). Application forms should be completed on line via [www.thameswater.co.uk/wastewaterquality](http://www.thameswater.co.uk/wastewaterquality). Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991.
- 8 As per the requirements of Thames Water, the monitoring and mitigation of scour should include, but not be limited to:
- i. Bathymetric Survey at intervals and over a reach to be agreed are to commence no less than one year in advance of construction and to extend throughout construction and for at least 6 months following the removal of all associated in-river construction works.
  - ii. Proposals for the monitoring of scour and accretion using the bathymetric survey results and any other monitoring methods that are deemed necessary by the statutory consultees, including the use of trigger levels.
  - iii. The approach to mitigation in the event of scour and accretion reaching agreed trigger levels.
  - iv. The approach to any mitigation that require the placement or removal of any materials from the river bed.
- 9 The Crime Prevention Design Advisor advises that there should be a monitored CCTV surveillance system that provides real time and post event images capable of being used for Criminal Justice Purposes. Identification quality images are recommended at both entrance decks and at any other points designated as vulnerable.
- 10 Condition 30 controls noise from the approved machinery. It is very important that you meet the conditions and we may take legal action if you do not. You should make sure that the machinery is properly maintained and serviced regularly. (I82AA)
- 11 Permanent Highway Works & Counter Terrorism Strategy
- You are advised that the permanent highway works and Counter Terrorism Strategy should include details of hostile vehicle mitigation measures required by the Counter Terrorism Security Adviser.

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- The terms 'us' and 'we' refer to the Council as local planning authority.





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# Garden Bridge Planning Conditions - Lambeth - 19 Sept 2016

LBL	Requirement	Status	Date of discharge
<b>COMMENCEMENT OF DEVELOPMENT</b>			
32	Monitoring Plan to determine impact on flood defences	Condition discharged	12/06/2015
42	Protocol for the protection of legally protected species	Condition discharged	26/05/2015
36a	Written Scheme of Investigation/ Programme of archaeological mitigation (Part A).	Condition discharged	26/05/2015
43	Partial Discharge: 1) Preliminary risk assessment; 2) Site investigation scheme.	Condition discharged	26/05/2015
	Remainder Discharge: 3) Results of site investigation and detailed risk assessment and options appraisal and remediation strategy 4) Verification Plan	Condition discharged	22/04/2016
7	Construction Logistics Plan	Condition discharged	17/12/2015
8	CoCP	Condition discharged	15/12/2015
10	Construction Noise and Vibration Mitigation Strategy	Condition discharged	14/03/2016
11	Pedestrian/ Cyclist Management Plan	Condition discharged	17/12/2015
12	Plan showing which trees are to be removed	Condition discharged	17/12/2015
13	Tree protection plan	Condition discharged	18/12/2015
14	Arboricultural Method Statement	Condition discharged	18/12/2015
15	Tree: Service and Drainage route plan	Condition discharged	18/12/2015
16	Details of Tree Protection Monitoring	Condition discharged	18/12/2015
24	Delivery and Servicing Plan	Condition discharged	09/02/2016
25	Waste Management Plan	Condition discharged	09/02/2016
29	Coach and Taxi Management Plan	Condition discharged	09/02/2016
37	Counter Terrorism Strategy	Condition discharged	08/03/2016
46	Illegal trading, anti-social behaviour, crowd control and general Enforcement Management Plan	Condition discharged	06/05/2016
21	Details of the South Landing Building	Condition discharged	14/03/2016
23	Internal layout plan of the South Landing Building	Condition discharged	14/03/2016
5	Construction Interface Plan	Condition discharged	05/04/2016
34	Ground investigations on South Bank anchor ties	Lambeth and the Environment Agency have confirmed this condition is not required. A section 73 application to remove the condition will be submitted before commencement	TBC
3	Approval of Section 106 Agreement	The section 106 agreement has been drafted and will be approved once the necessary land interested have been secured	TBC
S106	Submission of an Operations Management Plan update report		
S106	Submission of an Operation and Maintenance Business Plan		

# Garden Bridge Planning Conditions - Lambeth - 19 Sept 2016

LBL	Requirement	Status	Date of discharge
S106	Provision of a Surety and/or Guarantee and Legal Instrument	The section 106 agreement has been drafted and will be approved once the necessary land interested have been secured	TBC
S106	Employment and Skills Plan (construction) to include details of the school outreach programme		
S106	Initial Hostile Vehicle Management Strategy		
<b>ERECTION OF SITE HOARDING</b>			
S106	Site Hoarding Strategy	The section 106 agreement has been drafted and will be approved once the necessary land interested have been secured	TBC
<b>COMMENCEMENT OF WORKS IN THE RIVER</b>			
6	Scheme to monitor and address scour	Condition discharged	06/05/2016
41	Dredging Method Statement	Condition discharged	26/05/2016
<b>COMMENCEMENT OF PERMANENT STRUCTURES</b>			
4	Collaborative Design Statement	Condition discharged	05/04/2016
35	Surface Water Drainage Scheme	Condition discharged	02/06/2016
<b>COMMENCEMENT OF PILING WORKS</b>			
9	Method piling statement for work on land and works in the river	Condition discharged	14/03/2016
<b>COMMENCEMENT OF DEVELOPMENT OF SOUTH LANDING BUILDING</b>			
33	Investigation into the proposed piling for the South Bank building and its impacts on the anchorages of the South Bank	Condition discharged	12/06/2015
	Investigation into the proposed piling for the South Bank building and its impacts on the anchorages of the South Bank	Condition re-discharged due to luffing crane	26/05/2016
<b>COMMENCEMENT OF PARTICULAR WORKS</b>			
17	Prior to installation: Detailed drawings of (lighting, seating, hard landscaping etc.) on bridge deck		TBC
26	Lighting Strategy		TBC
39	Full details of internal and external plant equipment and trunking in the South Landing Building (prior to installation)		TBC
<b>BRIDGE OPENING</b>			
18	Landscape Management Strategy		TBC
22	No occupation of the South Landing building until proposed hard and soft landscaping for the South Bank Landing Area is specified.		TBC
27	Signage and Wayfinding Strategy		TBC
28	Evacuation Plan		TBC
30	Cycling parking		TBC
31	Education and Interpretation Strategy		TBC
36B	Part B: Archaeology Site mitigation and post site work assessment (in accordance with Part A)		TBC
38	Crime Prevention Statement		TBC
45	Verification report demonstrating completion and effectiveness of the works set out in the remediation strategy		TBC

# Garden Bridge Planning Conditions - Lambeth - 19 Sept 2016

LBL	Requirement	Status	Date of discharge
<b>S106</b>	Employment and Skills Plan (operation) including school outreach programme	The section 106 agreement has been drafted and will be approved once the necessary land interested have been secured	TBC
<b>S106</b>	Review of Operation Management Plan		
<b>S106</b>	Submission of an Operations Management Plan		
<b>S106</b>	Input to Coach Management Strategy		
<b>S106</b>	Public Toilet Strategy		
<b>S106</b>	Hostile Vehicle Mitigation Strategy		
<b>S106</b>	Travel Plan - Operation		

# Garden Bridge Planning Conditions - Westminster - 19 Sept 2016

WCC	Requirement	Status	Date of discharge
<b>COMMENCEMENT OF DEVELOPMENT</b>			
25	Monitoring Plan to determine impact on flood defences	Condition discharged	12/06/2015
32	Protocol for the protection of legally protected species	Condition discharged	09/06/2015
27a	Written Scheme of Investigation/ Programme of archaeological mitigation (Part A)	Condition discharged	09/06/2015
34	Partial Discharge: 1) Preliminary risk assessment 2) Site investigation scheme	Condition discharged	04/06/2015
	Remainder Discharge: 3) Results of site investigation and detailed risk assessment and options appraisal and remediation strategy 4) Verification Plan	Condition discharged	01/02/2016
7	Construction Logistics Plan	Condition discharged	04/03/2016
8	SEMP	Condition discharged	20/10/2015
11	Tree Protection	Condition discharged	21/03/2016
5	Construction Interface Plan	Condition discharged	10/03/2016
2	Approval of Section 106 Agreement	The section 106 agreement has been drafted and will be approved once the necessary land interested have been secured	TBC
S106	Submission of an Operations Management Plan Update report		
S106	Submission of an Operation and Maintenance Business Plan update report		
S106	Employment and Skills Plan (construction) to include details of the school outreach programme		
S106	Submission of a Code of Construction Practice Part B and Environmental and Inspectorate and Environmental Sciences Monitoring Contribution		
S106	Provision of a Surety and/or Guarantee and Legal Instrument		
<b>HQS WELLINGTON</b>			
HQS PP s96A	Amendments to HQS Wellington Planning Permission	A section 96a application will be submitted	TBC
LBC	Listed Building Consent for flood defence foundations	Approved	19/07/2016
LBC s19	Amendments to HQS Wellington Listed Building Consent	A section 19 application will be submitted	TBC
<b>COMMENCEMENT OF TREE WORKS</b>			
S211	Section 211 notification to WCC in respect of tree pruning for access to HQS Wellington	Approved	02/08/2016
S211	Section 211 notification to WCC in respect of tree removal (T154) and pruning works		TBC
<b>CABMEN'S SHELTER</b>			
Cab Shelter PP	Application for temporary location	Approved	13/06/2016
CS2	Submission of Method Statement, inc temporary location	Condition discharged	05/05/2016
<b>COMMENCEMENT OF PERMANENT STRUCTURES</b>			
4	Collaborative Design Statement	Condition discharged	10/03/2016
26	Surface Water Drainage Scheme	Condition discharged	23/06/2016
<b>COMMENCEMENT OF WORKS IN THE RIVER</b>			
6	Scheme to monitor and address scour	Submitted and awaiting response to EA comments	30/06/2016
31	Dredging Method Statement	Condition discharged	17/05/2016
<b>COMMENCEMENT OF PILING WORKS</b>			
10	Method piling statement for works in the river.	Condition discharged	10/03/2016

# Garden Bridge Planning Conditions - Westminster - 19 Sept 2016

WCC	Requirement	Status	Date of discharge
9	Method piling statement for work on land		TBC
<b>COMMENCEMENT OF PARTICULAR WORKS</b>			
18	Lighting Strategy		TBC
12	Detailed drawings of (lighting, seating etc.) on bridge deck and North Landing		TBC
13	Facing materials, including paving and glazing, and elevations and plans showing where materials will be located		TBC
14	Landscape Management Strategy		TBC
S106	Highway Works to Temple Place, Arundel Street, Surrey Street and Strand	The section 106 agreement has been drafted and will be approved once the necessary land interested have been secured	TBC
<b>NORTH LANDING OPENING</b>			
17	Operations and Management Plan for North Landing		TBC
<b>6 MONTHS PRIOR TO BRIDGE OPENING</b>			
S106	Operations and Management Plan	The section 106 agreement has been drafted and will be approved once the necessary land interested have been secured	TBC
S106	Travel Plan		
S106	Signage and Wayfinding Strategy		
S106	Employment Post Construction Strategy		
<b>BRIDGE OPENING</b>			
19	Delivery and Servicing Plan	Condition discharged	21/03/2016
20	Waste Management Plan	Condition discharged	07/04/2016
21	Coach and Taxi Management Plan		TBC
22	Cycling parking		TBC
23	Temple Place permanent highway layout and other highway works on Arundel Street and Surrey Street	s96A application approved 10th March 2016	TBC
24	Education and Interpretation Strategy		TBC
27B	Part B: Archaeology Site mitigation and post site work assessment (in accordance with Part A)		TBC
28	Counter Terrorism Strategy	s96A application approved 2nd March 2016	TBC
29	Crime Prevention Statement		TBC
33	Illegal trading, anti-social behaviour, crowd control and general Enforcement Management Plan	Condition discharged	12/04/2016
<b>POST BRIDGE OPENING</b>			
S106	Review of Operation Management Plan.	The section 106 agreement has been drafted and will be approved once the necessary land interested have been secured	TBC

# MAYOR OF LONDON

**Rt Hon George Osborne MP**  
Chancellor of the Exchequer  
HM Treasury  
1 Horse Guards Road  
London SW1A 2HQ

**Our ref:** MGLA100214-8801

**Date:** 27 MAR 2014

Dear George

## **London Garden Bridge**

I am writing in response to your letter of 7 February regarding the Garden Bridge. I am pleased that our officials have been working closely together to agree the principles behind our respective contributions and I believe we have an agreed way forward, which I thought would be helpful to summarise below.

The approach we have jointly agreed assumes contributions from both parties will be provided following completion of the business case in May this year. Our contributions of £30m each towards the cost of the Bridge will be made on a *pari passu* basis, with contributions provided in stages, with some prior to the award of contract and some during construction of the Bridge. In the event that there is no longer a requirement for the full £30m from each party, because there is a project underspend or because private donations have reduced the need for public funding, then the amount of Government and TfL contribution will reduce accordingly. However, if there remains a need for the full £30m from each party, then these funds will be available.

We have agreed the requirements that the Garden Bridge Trust will need to meet before TfL and Government funding for construction is released, which includes demonstrating that they have secured the balance of funds necessary for construction from other sources, and that they have sufficient ability to manage the risk of cost overruns.

In terms of the maintenance and running of the Bridge, there are a number of possible options and the final arrangements will be a matter for the Trust to resolve going forward. TfL is not in a position to take on this responsibility, nor is this the position that the Trust wishes to adopt at this stage. We are working closely together to examine all possible options and the Trust has my full support in this regard. I understand your officials are happy with this position and I suggest we keep the situation under review, working closely with the Trust at all times.

## MAYOR OF LONDON

Finally, we are working towards submission of the planning application in May this year, which will be a major milestone and an opportunity for the Trust to move into the next phase of fundraising.

I look forward to taking forward this exciting work with you over the coming months.

Yours ever,

A handwritten signature in black ink, appearing to be 'Boris', written in a cursive style.

**Boris Johnson**  
Mayor of London





HM Treasury, 1 Horse Guards Road, London, SW1A 2HQ

7 February 2014

Boris Johnson  
Mayor of London  
Mayor's Office  
City Hall  
London  
SE1 2AA

London Garden Bridge – Funding Terms

Thank you for your letter on the Garden Bridge. I am pleased to hear that good progress is being made towards the delivery of this project and hope that our agreement to provide financial support for the project will help with this.

While we agreed ahead of the Autumn Statement that TfL should take responsibility for the ongoing financial commitment to the bridge, I agree that if a source of private funding can be found that this should be prioritised. You mentioned the example of the City Bridge Trust and I would encourage you and the Garden Bridge Trust to approach them and any other potential sources of support to ensure this project is a success. However it is vital that the bridge is properly maintained and so if the necessary level of private support cannot be found I would encourage you to stand behind this small funding requirement.

I also agree with you that the Garden Bridge Trust should be responsible for raising the funds needed to construct the bridge and that they should take all reasonable steps to manage the risk that costs may increase. However if costs increase or funding is withdrawn this could present a significant risk to the success of the project. My position remains the same as that agreed with you in advance of the Autumn Statement, that you should stand behind this project to ensure the scheme continues as planned should financial support be required.

I was surprised by your proposal that TfL should offer to loan the Garden Bridge Trust £30mn rather than to provide this as a grant. I imagine that providing this support as a loan rather than grant will make the job of fundraising even more difficult which presents an unnecessary risk to the success of the project. I will therefore be paying the Government's contribution as a grant and believe that you should do the same.

My officials will continue to work with yours to ensure these points are reflected in the funding terms to be agreed with the Garden Bridge Trust.

I am copying this letter to the Secretary of State for Transport.

GEORGE OSBORNE

# MAYOR OF LONDON

**Rt Hon George Osborne MP**  
Chancellor of the Exchequer  
HM Treasury  
1 Horse Guards Road  
London SW1A 2HQ

**Our ref: MGLA111213-3973**

**Date: 28 JAN 2014**

Dear George

Thank you for your letter of 8 December 2013 confirming the Government's support for the Garden Bridge project through the National Infrastructure Plan. I very much welcome this excellent news.

The project has the potential to make a very positive contribution to the future development of London and support the capital's role as a leading global centre for tourism and trade, while showcasing UK expertise in engineering, design and landscape.

I am happy in principle to match fund the Government's contribution of £30m. As you say, HMT and TfL officials are working together with the Garden Bridge Trust to finalise the formal scheme business case. As we discussed previously, I would like to see the fundraising activities of the Garden Bridge Trust continue beyond completion of the Garden Bridge to ensure that the public sector contributions are recovered over time.

From your letter there are two areas in particular that will need further discussion: maintenance costs and the risk of construction cost overruns. Discussions between TfL and HMT are ongoing but the following is my understanding of where we are.

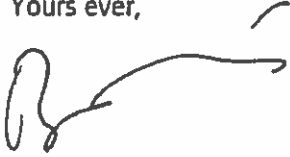
1. **Maintenance:** The maintenance of the Garden Bridge will be a core function of the Trust and I should clarify that I am not intending to underwrite maintenance costs. The Trust has recently obtained charitable status from the Charity Commission and will now develop its plans for the future operation and maintenance of the Garden Bridge. Of course my officials will be offering support to the Trust in developing these plans, and connecting the Trust with potential partners for funding and delivering the maintenance of the Bridge.
2. **Construction costs:** Management of the risk of cost overruns will also be the responsibility of the Garden Bridge Trust. This means TfL's total contribution towards the project will be capped at a maximum of £30m, as I imagine will be the case with the Government's contribution.

# MAYOR OF LONDON

No doubt any remaining uncertainty can be resolved as HMT and TfL officials continue their discussions.

Once again, thank you for your support in helping to bring this fantastic project to fruition.

Yours ever,



**Boris Johnson**  
Mayor of London

Can't we get the City  
Bridge Trust to do  
the maintenance?



HM Treasury, 1 Horse Guards Road, London, SW1A 2HQ

8 December 2013

Boris Johnson  
Mayor of London  
City Hall  
The Queen's Walk  
London  
SE1 2AA

Garden Bridge for London

During our meeting on 21 November we agreed a funding package for the iconic new Garden Bridge that will connect Temple to the Southbank. Recognising the benefit this will bring to the UK by stimulating development on both sides of the river while reinforcing London's position as a global visitor destination and creative hub, I agreed that Government would provide £30 million towards the cost of the bridge. This commitment was announced in the National Infrastructure Plan on 4 December 2013.

You agreed to match fund this, providing £30 million from within your existing resources and made a commitment that TfL will fund the ongoing maintenance requirement. You also agreed to manage any risk that may result in costs increasing – for example through private funding being withdrawn or cost estimates increasing – from within the funding already available to you.

As set out previously, this will of course be subject to the provision of a business case, produced in line with standard Government guidance, that demonstrates that the investment satisfies government's requirements, including on value for money. I understand that our officials are already working closely together to develop the business case and I would encourage TfL to continue to work closely with them to ensure the project can progress as planned and be delivered on schedule.

I am copying this letter to the Secretary of State for Transport.

GEORGE OSBORNE

# MAYOR OF LONDON

**Rt Hon George Osborne MP**  
Chancellor of the Exchequer  
HM Treasury  
1 Horse Guards Road  
London SW1A 2HQ

Date: **07 AUG 2013**

Dear George

It was great to catch up with you last night, and I am glad we got a chance to talk about the Garden Bridge proposal.

I have asked my Office to speak to yours to offer you a presentation of the scheme if that would be of interest.

My suggestion would be that those already seeking to raise funding and procure the scheme continue to do so, though a government underwriting of around the £100m figure we discussed would be an invaluable contribution to what I think is a very exciting scheme.

Yours ever,



**Boris Johnson**  
Mayor of London

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**Funding Agreement – EXECUTION VERSION**

DATED

*2<sup>nd</sup> July*

2015

TRANSPORT FOR LONDON

and

GARDEN BRIDGE TRUST

---

**DEED OF GRANT**

relating to

**THE GARDEN BRIDGE  
PROJECT**

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**Funding Agreement – EXECUTION VERSION**

**Particulars of Funding**

1. DATE OF AGREEMENT: *2<sup>nd</sup> July* 2015
  
2. TfL: TRANSPORT FOR LONDON, a statutory corporation of 42-50 Victoria Street, London SW1H 0TL (and its statutory successors assigns and transferees)
  
3. TRUST: GARDEN BRIDGE TRUST, a charitable company limited by guarantee (company no. 08755461) whose registered office is at 50 Broadway, London SW1H 0BL
  
4. COMMENCEMENT DATE: the date of this Agreement
  
5. GRANT: £60,000,000 less the Amount Spent to Date distributed and payable as specified in Schedule 2
  
6. PROJECT (for which Grant payable): The construction of the Garden Bridge and ancillary activities (more particularly set out in the Specification at Schedule 3)
  
7. TRUST BANK ACCOUNT  
NAME OF BANK: Citibank, N.A Citigroup Centre, Canary Wharf, 33 Canada Square, London, E14 5LB  
BRANCH NAME AND ADDRESS: Garden Bridge Trust - GBP Collections  
ACCOUNT NAME: 18-50-08  
BANK SORT CODE: 17173342  
ACCOUNT NUMBER:

**Funding Agreement – EXECUTION VERSION**

8. CONTACT DETAILS

(FOR NOTICES)

**TfL**

Attention: Richard de Cani

Title: Managing Director, Planning

Tel: 0203 054 7098

Fax: 0203 054 4276

Email (not valid for notices):  
decaniri3@tfl.gov.uk

Address: Transport for London, Windsor  
House, 42-50 Victoria Street,  
London SW1H 0TL

**Trust**

Attention: Bee Emmott

Title: Executive Director

Tel: 0207 7257 9430

Fax: N/A

Email (not valid for notices):

bee.emmott@gardenbridge.london

Address: Somerset House  
New Wing  
Strand  
London  
WC2R 1LA

9. TfL REPRESENTATIVE (FOR  
CONTRACT MANAGEMENT  
ISSUES)

Richard de Cani

Title: Managing Director, Planning

Tel: 0203 054 7098

Fax: 0203 054 4276

Email (not valid for notices):  
decaniri3@tfl.gov.uk

Address: Transport for London, Windsor  
House, 42-50 Victoria Street,

**Funding Agreement – EXECUTION VERSION**

London SW1H 0TL

10. TRUST PROJECT MANAGER

Anthony Marley

Title: Project Director

Tel: 0207 2579432

Fax: N/A

Email (not valid for notices):anthony.marley@garden  
bridge.london

Address: Somerset House  
New Wing  
Strand  
London  
WC2R 1LA

DEED OF GRANT

DATED

2<sup>nd</sup> July

2015

PARTIES

- (1) **TRANSPORT FOR LONDON**, a statutory corporation of 42-50 Victoria Street, London SW1H 0TL (and its statutory successors assigns and transferees) ("**TfL**" or "**we**" or "**us**"); and
- (2) **GARDEN BRIDGE TRUST**, a charitable company limited by guarantee (company no. 08755461) whose registered office is at 50 Broadway, London SW1H 0BL (the "**Trust**" or "**you**").

BACKGROUND

- (A) A new footbridge incorporating a garden has been proposed in central London, connecting Temple with the South Bank across the River Thames (the "**Garden Bridge**").
- (B) The Trust (a company limited by guarantee, registered as a charity with the Charity Commission) has been established to deliver the Garden Bridge.
- (C) The Mayor of London is supportive of the Garden Bridge project (the "**Project**") and has committed £30,000,000 (thirty million pounds) funding towards it. On 27 June 2014 he delegated certain of his powers to TfL and directed TfL to exercise its own powers and the delegated powers so as to provide £30,000,000 (thirty million pounds) of funding towards the Project.
- (D) The Secretary of State for Transport has agreed, under the terms of a letter dated 12 November 2014, to provide additional funding of £30,000,000 to TfL under section 101 of the Greater London Authority Act 1999, on the basis that TfL will apply this additional funding towards the Grant. TfL and the Department for Transport ("**DfT**") have agreed that TfL will provide each of TfL's and DfT's contributions to the Trust on a pari passu basis, taking into account the amounts already spent by TfL on the Project. No additional funding beyond this amount will be available from DfT in respect of the Project.

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(E) TfL has already provided some funding towards the Project (the “**Amount Spent to Date**”) and, accordingly, the net amount of funding available from TfL (including the sums referred to in paragraph (D)), is £60,000,000 less the Amount Spent to Date (the “**Grant**”). This deed of grant, including the schedules (the “**Agreement**”) sets out the basis on which TfL will provide the Grant to the Trust in respect of the Project.

### **IT IS AGREED**

#### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement, unless the context requires otherwise, words and expressions set out in Schedule 1 shall have the meanings given to them in Schedule 1. Schedule 1 also includes certain rules of interpretation which apply to this Agreement.
- 1.2 The Particulars and the Schedules to this Agreement are incorporated into and form part of this Agreement.
- 1.3 If there is any inconsistency between the provisions of this Agreement, the Particulars and the Schedules, such provisions shall have the following order of precedence:
  - 1.3.1 the Particulars;
  - 1.3.2 the Specification at Schedule 3;
  - 1.3.3 the Schedules; and
  - 1.3.4 the main body of this Agreement.

#### **2. REPRESENTATIONS AND UNDERTAKINGS**

- 2.1 You represent and undertake to us as fundamental conditions of this Agreement that:
  - 2.1.1 you are validly existing and have the power to enter into this Agreement and that the execution of this Agreement by you has been validly authorised;

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- 2.1.2 the obligations imposed on you under this Agreement constitute valid legal and binding obligations enforceable against you in accordance with these terms;
- 2.1.3 neither the execution of this Agreement by you nor the performance of any of its obligations under it will:
- (a) conflict with or result in any breach of any law or enactment or any deed, agreement or other instrument, obligation or duty by or to which you are bound, unless otherwise agreed with you; or
  - (b) exceed any limitation on any of your powers or on the right or ability of your directors or officers to exercise such powers;
- 2.1.4 you are not in default under any law or regulatory obligation or under any deed, agreement, other instrument, obligation or duty by or to which you are bound so as to adversely affect your ability to perform your obligations under this Agreement;
- 2.1.5 no litigation, nor any administrative or arbitration proceedings before any court, tribunal, Government authority or arbitrator are taking place, pending or (to your knowledge, information and belief) are threatened against you, or against any of your assets, which might have a material adverse effect on your business, assets, condition or operations, or might affect adversely your ability to perform your obligations under this Agreement, other than those disclosed by you to TfL;
- 2.1.6 all information documents and accounts submitted by you or on your behalf to us for appraisal in relation to the Project or for the purposes of this Agreement were, when given, complete and accurate and not misleading. In addition no change has occurred since the date on which such information was given which renders the same untrue, incomplete, inaccurate or misleading in any respect, and there has been no material adverse change in your business, assets, operations or prospects since such information was given;

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- 2.1.7 none of your directors, trustees, officers, shareholders, managers or senior employees with responsibility for the delivery of the Project under this Agreement have been charged with or convicted of any criminal offence (other than road traffic offences not involving the imposition of a custodial sentence);
  - 2.1.8 no person having any charge or other form of security over your assets has enforced or started to enforce or given notice of an intention to enforce such security;
  - 2.1.9 you are not aware, after due enquiry, of anything which materially threatens the delivery and completion of the Project in accordance with this Agreement and the Programme;
  - 2.1.10 no Event of Default has occurred and is continuing;
  - 2.1.11 you have sufficient resources, including competent and qualified personnel, financial resources, premises and other resources as necessary, to progress the Project;
  - 2.1.12 you have not made any material changes to the Project, the Specification or the Programme, save as agreed in accordance with clause 6;
  - 2.1.13 any information you provide to us or our representatives in the future relating to this Agreement or the Project will be true, complete and accurate and not misleading in any way; and
  - 2.1.14 you have fully considered and, where appropriate, have taken professional advice in relation to the VAT treatment of payments (i) to be made to you by us under this Agreement; and (ii) to be made by you to Contractors and Sub-contractors in connection with the Project.
- 2.2 The representations and undertakings in clause 2.1 will be deemed to be repeated by you when each instalment of Grant is payable pursuant to clause 16 (Payments of Grant) as if made with reference to the facts and circumstances existing at the date of payment of the instalment of Grant and

## **Funding Agreement – EXECUTION VERSION**

you acknowledge that we have relied on and will rely on this information in agreeing to pay the Grant and each instalment of it.

- 2.3 If you discover that any information given by you or on your behalf to us or our representatives in connection with the Project was, or has subsequently become, inaccurate, incorrect, incomplete or misleading, you must inform us of that fact immediately, in writing.
- 2.4 If at any time during the Project Period there is any change in relation to your circumstances such that would cause any of the representations and undertakings set out in clause 2.1 to be breached if they were to be repeated at that time, you must inform us of that fact, immediately in writing.

### **3. PROCUREMENT**

- 3.1 In respect of the main construction contract for the Project, you will select a Contractor following an open, fair, transparent, robust and competitive procurement process and in accordance with all legal requirements.
- 3.2 For all procurements of works, equipment, goods and services, you will select a Contractor from the potential suppliers:
  - 3.2.1 on the basis of overall best value and suitable skills and experience;
  - 3.2.2 having regard to your equal opportunities obligations set out at clause 13 (Equal Opportunities and Diversity); and
  - 3.2.3 using a fair and appropriately documented decision-making process.

### **4. GENERAL OBLIGATIONS OF THE TRUST**

- 4.1 You will manage and be responsible for the risks of costs overruns in relation to the Project.
- 4.2 If the Project is completed you will:
  - 4.2.1 actively raise funds on a continuing basis to meet the ongoing operation and maintenance of the Garden Bridge;



## Funding Agreement – EXECUTION VERSION

- 4.2.2 be responsible for the ongoing operation and maintenance of the Garden Bridge, including all the related costs and in no circumstances shall payments from TfL to you pursuant to this Agreement exceed £60,000,000 (sixty million pounds), inclusive of the Amount Spent to Date:
- 4.2.3 make the Garden Bridge available for use by the public free of charge in accordance with the opening hours defined in the planning consents for the Garden Bridge, subject to:
- (a) any mechanisms set out or referred to in those planning consents for agreeing variations to the opening hours with the relevant planning authorities); and
  - (b) closure of the Garden Bridge for fundraising or community events, subject to your adherence to planning conditions relating to closure of the Garden Bridge.
- 4.3 Within three months of the end of each Operating Period you will provide us with a business plan demonstrating how operating and maintenance costs for the Garden Bridge in the subsequent Operating Period will be met. This business plan will be subject to the approval of the Mayor of London.

## 5. CONTRACTORS AND SUB-CONTRACTORS

- 5.1 You will supply on request by us a true, accurate and complete copy of any contract (or material variation to any contract) with a Contractor or with a Designer engaged in relation to the Project with an expected value in excess of £250,000.
- 5.2 You will not breach the terms of any contracts with your Contractors engaged in relation to the Project and you shall monitor and take reasonable steps to enforce proper performance of those contracts.
- 5.3 Notwithstanding any sub-contracting or appointment of a Contractor or Sub-contractor you will remain wholly responsible for the acts and omissions of all Contractors and Sub-contractors (insofar as they affect your ability to comply with your obligations under this Agreement) as if their acts or omissions were your own acts or omissions.

**6. VARIATIONS**

- 6.1 You will seek our prior written agreement to any change to the Programme which delays the completion date for the construction of the Garden Bridge by more than 12 months beyond the end of June 2018.
- 6.2 You will notify us in advance of any proposed material variation to the design of the Garden Bridge that has a negative impact on the Business Case. If (in our reasonably held opinion), and subject to clause 6.3, we consider that the proposed material variation would have a significant negative impact on the Business Case, then you will not proceed with that variation without our prior written agreement.
- 6.3 Any variation necessary to meet the requirements of one or more planning conditions will not be considered material for the purposes of clause 6.2.
- 6.4 Any request for our agreement under this clause 6 shall be made in writing with all supporting information and with as much advance notice as possible.
- 6.5 Any agreement given by us under this clause does not mean that we will become responsible for the matter agreed to nor (unless otherwise specified) does it reduce or vary any of your obligations under this Agreement.

**7. INDEMNITY**

- 7.1 You undertake to us to indemnify and keep us indemnified against all losses, costs, claims, expenses, demands and liabilities (including legal costs and expenses on a full indemnity basis) which we may suffer or incur as a result of any of your acts or omissions or those of your employees, agents, Contractors or Sub-contractors (whether permitted or otherwise) in carrying out the Project.

**8. INSURANCE**

- 8.1 You will take out and maintain or will procure the maintenance of insurances of a level appropriate for a Project of this size and complexity with a reputable insurance company or companies to cover your liabilities arising out of the Project and when requested by us you shall provide us with satisfactory evidence of such cover. These insurances shall include from the date the

## **Funding Agreement – EXECUTION VERSION**

Works are commenced sufficient insurance to cover the cost of fully reinstating the Works in the event of loss or damage or total destruction (including demolition and site clearance).

- 8.2 If the Property or the Works or any materials or goods required to undertake the Works comprised in the Project are destroyed or damaged (other than as a necessary part of carrying out the Works) you will procure the rebuilding, reinstatement or replacement of the Property, Works, goods or materials in accordance with the provisions of this Agreement as soon as reasonably practicable.
- 8.3 You will not do or permit anything to be done which may render any policy or policies of insurance void or voidable.
- 8.4 For the avoidance of doubt your obligations in this clause 8 to take out and retain or procure the retention of insurances apply beyond the completion of the Garden Bridge and for as long as you maintain responsibility for the operation of the Garden Bridge.

## **9. PROJECT PROGRESS AND PROJECT MANAGEMENT**

You will:

- 9.1 diligently progress the Project in accordance with the terms of this Agreement;
- 9.2 subject to meeting the post-contract award Conditions of Payment set out in Part 1 of Schedule 2, promptly and efficiently complete the Project in accordance with the Specification and the Programme and all other requirements for delivery of the Project;
- 9.3 comply with all relevant legislation, consents and any other requirements of any local or other authorities affecting the Project in carrying out the Project;
- 9.4 notify us in writing within 14 days of any change to the Total Project Cost where such change is 2 percent or more of the Total Project Cost as at the Commencement Date;
- 9.5 notify us immediately if you become aware of any issues that may affect delivery of the Project in accordance with the Specification and/or the

## **Funding Agreement – EXECUTION VERSION**

Programme and/or any other requirements for the delivery of the Project or that may require any material changes to be made in relation to the Project;

- 9.6 attend or host periodic review meetings to discuss progress (no less than quarterly but more frequently if reasonably required by us);
- 9.7 co-operate fully and provide all information and assistance as reasonably required by us for the purpose of review of the Project, the Grant, and/or this Agreement;
- 9.8 appoint a Project Manager who will be our main contact point for the Project, and give us written details of the identity of the Project Manager from time to time;
- 9.9 ensure that you have in place appropriate procedures to identify and address risks that may arise in relation to the Project until it is completed, even if this is after the last instalment of Grant has been paid; and
- 9.10 immediately notify us of any claim brought against you, or your employees, directors, officers or agents arising out of or relating to your performance of the Project including any claim made against any Contractor or Sub-contractor of which you became aware.

## **10. PROJECT DOCUMENTATION AND REPORTING**

10.1 You will:

- 10.1.1 keep full, proper and auditable records of the progress of the Project and take all reasonable steps to ensure the integrity and security of these records;
- 10.1.2 keep complete and accurate accounting records of all income and expenditure in relation to the Project. These records shall differentiate between funds received pursuant to this Agreement and other monies received by you in relation to the Project;
- 10.1.3 retain the Project records for a period of ten (10) years after the end of the Project Period;

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10.1.4 without prejudice to clause 11, permit us at all reasonable times and on giving you reasonable notice to inspect the Project and all Project records and take copies of them, if required; and

10.1.5 tell us where the records referred to in this clause are stored, and tell us if there is any change to the location of where the records are stored.

### 11. AUDIT

11.1 You will:

11.1.1 (upon reasonable notice) allow full access to your business premises and the Project records throughout the Project Period and during the period of ten (10) years after the end of the Project Period for us, our authorised representatives and other auditors which we may appoint from time to time, to audit, inspect and take copies of such documents in connection with the Project and the Grant;

11.1.2 provide oral and/or written explanations of relevant documents (or their absence);

11.1.3 provide unrestricted access to interview your relevant employees; and

11.1.4 provide, free of charge, all facilities that we may reasonably require for conducting such audit, inspection and examination, which may include but are not limited to facilities such as photocopying.

11.2 Where you sub-contract work in order to deliver any aspect of the Project, you will procure that we shall have access on reasonable notice (to be given to both the Trust and the Sub-Contractor) to relevant records and the ability to interview employees of any Contractor and/or Sub-contractor and you shall incorporate provisions equivalent to clause 11.1 in your agreement with Contractors and Sub-contractors. The provisions of this sub-clause 11.2 shall apply only to contracts with Contractors or Sub-contractors with an expected value of £500,000 or more;

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- 11.3 Without prejudice to clause 11.1, you will if requested to do so provide us with copies of your internal management accounts or financial records and provide oral and/or written explanations relating to the financial status of your business.

## 12. STANDARDS IN PUBLIC LIFE

- 12.1 You will ensure that you have at all relevant times appropriate financial accountancy and management information systems or arrangements in place to ensure financial regularity and propriety in the operation of your business.
- 12.2 You and all persons under your control will act in accordance with ethical business standards and will use appropriate procedures and controls to ensure that real or apparent impropriety is avoided and which prevents any action that may be in conflict or has the appearance of being in conflict with the best interests of the Project. This obligation will include precautions to prevent:
- 12.2.1 the making, providing or offering of gifts, inducements or entertainment of more than £50, save to the extent reasonably necessary, appropriate and proportionate for the purposes of fundraising; and
  - 12.2.2 payments, loans or considerations being made to our members or officers or members or officers of any other public or government or European body as an inducement or reward for any act in relation to or obtaining or delivering your obligations under this Agreement or for showing favour in relation to the Project.
- 12.3 You will inform us, immediately of becoming aware of the same, in writing, if you are charged or convicted (or being a company or body corporate, any of your directors, officers, employees or representatives are charged or convicted) of any criminal offence related to business, professional conduct or dishonesty.
- 12.4 You will not do anything in relation to the Project or the subsequent operation of the Garden Bridge that will harm our reputation or attract adverse publicity.

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You will do everything reasonably possible to ensure that your Contractors and Designers also do the same.

### **13. EQUAL OPPORTUNITIES AND DIVERSITY**

- 13.1 You will 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; and
- 13.2 You will take all reasonable steps to ensure that all Contractors and Designers engaged in connection with this Agreement comply with the requirements of clause 13.1.

### **14. ADDITIONAL PROJECT FUNDING SOURCES**

- 14.1 You will notify us in writing, upon request, of the amounts of any other funding (additional to that provided for by this Agreement) and/or guarantees secured or offered for the Project as soon as it is approved. You will also notify us in writing, upon request, of the identity of other funders as soon as their funding is approved, save where the funder has specifically requested anonymity or where to do so would constitute a breach of the Data Protection Act 1998.
- 14.2 Where other funding (additional to that provided for by this Agreement) is secured or obtained for the Project such that total funding including the Grant available for the Project exceeds the Total Project Cost, we reserve the right to reduce the amount of Grant payable to the Trust by an amount equivalent to the amount in excess of the Total Project Cost.
- 14.3 For the avoidance of doubt, this clause 14 does not apply to funding for the ongoing operation and maintenance of the Garden Bridge.

### **15. LIMITATION ON THE USE OF GRANT**

- 15.1 You will not claim or use any part of the Grant in respect of the following:
- 15.1.1 any activity other than the Project and as specified in Schedule 2;
- 15.1.2 support or assistance, whether directly or indirectly, for activities which are political or of an exclusively religious nature or which may

## **Funding Agreement – EXECUTION VERSION**

bring TfL, the Greater London Authority or the Mayor of London into disrepute;

15.1.3 works, services, supplies or activities which a person has a statutory duty to provide (except with our prior written consent);

15.1.4 any recoverable VAT payable on any taxable supplies made to third parties in respect of the Project save as specifically authorised in writing in advance by us;

15.1.5 any amounts payable as a result of your default;

15.1.6 any loss or damage resulting from an insured risk; or

15.1.7 to create or build up material long-term financial reserves.

15.2 You will not use any part of the Grant such that, where additional funding is secured or obtained for the Project the total funding available for the Project including the Grant exceeds the Total Project Cost.

15.3 Your rights to the Grant pursuant to this Agreement are exclusive to you and are not assignable or transferable.

### **16. PAYMENTS OF GRANT**

16.1 We will pay the Grant to you in accordance with the requirements of Schedule 2, subject to the Conditions of Payment. Payment of the Grant will be paid into the bank account specified in the Particulars or such other account as you notify to us in writing.

16.2 Unless we otherwise agree, we will not be liable to give (or as the case may be to continue to give) Grant (or any instalment of Grant):

16.2.1 unless the Conditions of Payment as set out in Schedule 2 in relation to the relevant instalment have been met;

16.2.2 if an Event of Default has occurred and is continuing; or



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16.2.3 if the representations and undertakings made in clause 2 do not remain true and correct in all material respects and are not misleading.

### **17. REDUCTION, SUSPENSION AND WITHHOLDING OF GRANT**

17.1 We may reduce, suspend, or withhold some or all of the undisbursed portion of the Grant if:

17.1.1 an Event of Default occurs;

17.1.2 there has been an overpayment of Grant;

17.1.3 we reasonably believe that not all relevant laws have been complied with in all material aspects in the performance of the Project;

17.1.4 we have consented to a change in the Project which in our opinion (acting reasonably) reduces the amount of Grant needed;

17.1.5 any other circumstances arise or events occur that in our opinion (acting reasonably) adversely affect your financial standing or status or ability to deliver the Project in accordance with the requirements of this Agreement, or result in a risk that the Project will not be completed.

17.2 The provisions of this clause 17 are without prejudice to any other rights or remedies we have under this Agreement including those set out in clause 23 (Termination/Events of Default) or otherwise at law or in equity.

### **18. REPAYMENT**

18.1 We may require part of the Grant to be repaid where:

18.1.1 There has been an overpayment of Grant, limited to the amount of the overpayment, save to the extent that the funds constituting the overpayment have been spent or legally committed and you did not know (and could not reasonably have known) that an overpayment had been made. For the avoidance of doubt where a payment is made that is not in accordance with the Payment Profile (either in

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terms of amount or timing of the payment) the Trust is deemed to have knowledge that this is an overpayment; or

18.1.2 Either of the circumstances set out in clauses 23.1.5 or 23.1.6 applies such that part of the Grant has been used for improper or fraudulent purposes, limited to the value attributable to such improper or fraudulent purposes.

18.2 Consequently, on receipt of notice requiring repayment of part of the Grant, you will repay to us the required part of the Grant within twenty (20) Working Days of demand being made for such repayment.

18.3 The provisions of this clause 18 are without prejudice to any other rights or remedies we have under this Agreement including those set out in clause 23 (Termination/Events of Default) or otherwise at law or in equity.

### **19. INTEREST ON LATE REPAYMENT OF GRANT**

If you fail to re-pay to us any sums due under this Agreement within twenty (20) Working Days of demand, interest shall accrue at the Interest Rate on the amount due to be paid from the due date until payment is made, both before as well as after judgment having been obtained.

### **20. PROPERTY AND WORKS**

You will not dispose of any interest in the Property or the Works without our prior written consent, and no charge shall be taken on any Property or Works without our prior written consent.

### **21. PROJECT IP**

21.1 Subject to clause 21.2 you will provide to us each element of the Project IP within 14 days of its creation. You hereby grant to us a non-exclusive perpetual irrevocable world-wide royalty-free licence to use, copy and reproduce all such Project IP, with the right to grant sub-licences, for the purposes of the construction, modification, repair, maintenance and operation of the Garden Bridge.

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21.2 Where an element of the Project IP is not in the ownership or control of the Trust (“**Non-Trust Project IP**”), the Trust will use best endeavours to procure the grant of a licence of such Non-Trust Project IP to us on the terms set out in clause 21.1.

### 22. VALUE ADDED TAX

This Agreement is based on the fact that it is not a contract for services. Accordingly, the payment of Grant is not subject to VAT. If HM Revenue and Customs subsequently rule that VAT is payable, then the amount of the Grant shall be deemed to be inclusive of any VAT. We will not be obliged to make any further payment in addition to the Grant in respect of any VAT which may be payable in relation to this Agreement.

### 23. TERMINATION / EVENTS OF DEFAULT

23.1 Without prejudice to any other rights which we may have, we may give written notice to you terminating this Agreement with immediate effect if any of the following events (“**Events of Default**”) occur:

23.1.1 We have required that all or any part of the Grant be repaid in accordance with clause 18;

23.1.2 An Insolvency Event occurs;

23.1.3 You merge with or are taken over by another charity;

23.1.4 You transfer or assign or attempt to transfer or assign any rights, interests or obligations under this Agreement without our prior written consent;

23.1.5 There is financial irregularity impropriety or negligence in relation to the operation of the Project which is not rectified within the timescale reasonably specified by us (if any);

23.1.6 You are convicted (or being a company or body corporate, any of your directors officers or representatives are convicted) of a criminal offence related to business, professional conduct or dishonesty;

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- 23.1.7 You provide information which is incorrect, untrue or incomplete to an extent which we reasonably consider to be material;
- 23.1.8 You make representations and undertakings to us pursuant to clause 2.1 which are incorrect or untrue in a material respect;
- 23.1.9 You are in material breach of any of the obligations imposed on you by clauses 3.1, 4.3, 6.1, 8, 9, 10.1.1 to 10.1.4, 12, 13, 15 or 20 and (where such breach is capable of remedy) you have not remedied the breach to our reasonable satisfaction within the period specified by us in a notice; or
- 23.1.10 You are prevented from performing your obligations under this Agreement as a result of Force Majeure for a continuous period of not less than 84 days or for periods totalling in aggregate 140 days for the same cause of Force Majeure during the Project Period.

### **24. CONSEQUENCES OF TERMINATION**

- 24.1 Termination or expiry of this Agreement (however caused) shall be without prejudice to any rights or liabilities accrued at the date of termination or expiry.
- 24.2 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect. However, we shall cease to have any obligation to pay any further amounts of Grant.
- 24.3 We may at our option exercise our rights to withhold or suspend all or any part of the Grant and/or require that all or any part of the Grant be repaid in accordance with clause 17 or clause 18.

### **25. NOVATION**

We shall be entitled to novate this Agreement or any part thereof to any other body which is capable of performing any of the obligations required to be performed by us under this Agreement. You agree to provide all reasonable assistance and sign all documents (including a novation agreement) to give effect to such novation, provided

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that such novation shall not increase the burden of your obligations under this Agreement.

### 26. FREEDOM OF INFORMATION, CONFIDENTIALITY AND TRANSPARENCY

#### *Freedom of Information*

26.1 The Trust acknowledges that TfL:

26.1.1 is subject to the FOI Legislation and agrees to assist and co-operate with the Grantor to enable the Grantor to comply with its obligations under the FOI Legislation; and

26.1.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Trust.

26.2 Without prejudice to the generality of Clause 26.1, the Trust shall and shall procure that its Contractors and Designers shall:

26.2.1 transfer to the TfL Representative as appropriate (or such other person as may be notified by TfL to the Trust) each Information Request relevant to the Agreement or the Project or any member of the TfL Group that it or they (as the case may be) receive as soon as practicable and in any event within 2 Business Days of receiving such Information Request; and

26.2.2 in relation to Information held by the Trust on behalf of TfL, provide TfL with details about and/or copies of all such Information that TfL requests and such details and/or copies shall be provided within 5 Business Days of a request from TfL (or such other period as TfL may reasonably specify), and in such forms as TfL may reasonably specify.

26.3 TfL shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. The Trust shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by TfL.

**Confidentiality**

- 26.4 We agree to treat as confidential and not at any time for any reason to disclose or permit to be disclosed to any person or persons or otherwise make use of or permit to be made use of any Trust Confidential Information without your prior written consent, save that we may disclose the Confidential Information to those of our employees, contractors and agents as it may be reasonably necessary or desirable so to do in relation to this Agreement and the Project generally.
- 26.5 The obligation of confidence referred to in clause 26.4 shall not apply to any Trust Confidential Information received by TfL under this Agreement which:
- 26.5.1 is in the possession of and is at the free disposal of TfL or is published or is otherwise in the public domain prior to the receipt of such information by TfL; or
  - 26.5.2 is or becomes publicly available on a non-confidential basis through no fault or negligence of TfL; or
  - 26.5.3 is received in good faith by TfL from a third party who on reasonable enquiry by TfL claims to have no obligations of confidence to you in respect of it and imposes no obligations of confidence upon TfL; or
  - 26.5.4 is required to be disclosed by law, by any governmental or other regulatory authority (including, without limitation, by the legal obligations on TfL as a public body in respect of transparency and accountability, in particular, the legal obligations on TfL under FOI Legislation) or by a court or other authority of competent jurisdiction; or
  - 26.5.5 TfL (acting reasonably) deems necessary or appropriate to disclose in the course of carrying its public functions; or
  - 26.5.6 is required to be disclosed to the Mayor of London.
- 26.6 Unless we notify you otherwise, you will treat as confidential all documents and information provided by us to you or otherwise arising during or in connection with the Project or this Agreement ("**Confidential Information**")

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and the Confidential Information shall not be used by you except for the purposes for which it was made available. Confidential Information shall not (subject to the provisions of clauses 5 and 6) be disclosed by you to any other person without our prior written consent.

26.7 To the extent necessary to implement the provisions of this Agreement ("**Permitted Purpose**") you may disclose the Confidential Information to those of your employees, Contractors and Sub-contractors as it may be reasonably necessary or desirable so to do provided that before any such disclosure you shall use your best endeavours to make those employees, Contractors and Sub-contractors aware of your obligations of confidentiality under this Agreement and shall at all times procure compliance with those obligations by those employees, Contractors and Sub-Contractors.

26.8 The obligations imposed by this clause 26 shall not apply to any Confidential Information which:

26.8.1 at the time of disclosure is in the public domain;

26.8.2 after disclosure enters the public domain by publication or otherwise through no fault of your own;

26.8.3 is developed entirely independently of information disclosed or obtained under this Agreement and from a source lawfully disclosing such information;

26.8.4 is required to be disclosed by law; or

26.8.5 is lawfully made available to you from sources independent of us.

### **Transparency**

26.9 The Trust acknowledges that TfL is subject to the Transparency Commitment. Accordingly, notwithstanding this Clause 26, the Trust hereby gives its consent for TfL to publish the Contract Information to the general public.

26.10 TfL may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in

## Funding Agreement – EXECUTION VERSION

relation to information requested under the FOI Legislation. TfL may in its absolute discretion consult with the Trust regarding any redactions to the Contract Information to be published pursuant to Clause 26.7. TfL shall make the final decision regarding publication and/or redaction of the Contract Information.

26.11 The provisions of Clause 26.4 to Clause 26.11 will survive any termination of this Agreement for a period of 6 years from termination.

### 27. LAW AND JURISDICTION

27.1 This Agreement shall be governed by and construed in accordance with English law and each party submits to the exclusive jurisdiction of the English courts.

27.2 Should a dispute between the parties arise out of or in connection with this Agreement then the TfL Representative and the Trust Project Manager (together, the “**Representatives**”) shall initially discuss and attempt to resolve the dispute. If the Representatives are unable to resolve the dispute to the satisfaction of both parties, either party may refer the dispute in writing to the Commissioner of Transport for London and to the chair of the trustees (together, the “**Senior Representatives**”) of the Trust for resolution. If the Senior Representatives are unable to resolve the dispute to the satisfaction of both parties within 14 days of the referral, then either party may then seek to resolve the dispute through the English courts.

27.3 Neither party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of clause 27.2 and clause 27.2 shall not apply in any circumstances where such remedies are sought.

### 28. CONFLICTS OF INTEREST

28.1 You must ensure that your officers, directors, members, employees, Contractors and Designers avoid conflicts of interest with TfL, the Greater London Authority (including the Mayor of London) and the Project and your officers, directors, members and employees must declare any personal or financial interest or any interest of any person connected to them, in any



## **Funding Agreement – EXECUTION VERSION**

matter concerning the awarding of the Grant or 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.

28.2 If there are grounds for suspecting financial irregularity in any transaction (whether or not related to the Project), those grounds shall be notified to us immediately in writing. For this purpose "financial irregularity" includes, but is not limited to, fraud or other impropriety, mismanagement and the use of funding for purposes other than those for which it was provided.

28.3 Failure to comply with the provisions of this clause 28 shall constitute an Event of Default.

### **29. ILLEGALITY AND SEVERABILITY**

If any provision of this Agreement (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from the Agreement and the remaining provisions shall continue in full force and effect as if the Agreement had been executed without the invalid, illegal or unenforceable provision. In the event that in our reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of the Agreement, we and the Trust shall immediately commence good faith negotiations to agree the terms of a mutually satisfactory provision to be substituted which as nearly as possible validly gives effect to their intentions as expressed in this Agreement.

### **30. WAIVER**

A failure by any party to this Agreement to exercise any right or to enforce performance of any provision or term of this Agreement shall not be a waiver of that or any later default and no waiver shall be effective unless in writing.

### **31. AMENDMENTS TO AGREEMENT**

No amendment or variation of this Agreement shall be effective unless made in writing.

**Funding Agreement – EXECUTION VERSION**

**32. NOTICES**

- 32.1 Service of notices shall be in writing and delivered by hand or sent by fax or first class post (but not by email).
- 32.2 All formal notices which are required by law or under the terms of this Agreement to be served on the Grantee must be given to the person named in the Particulars.
- 32.3 Should there be any change in your business address, or address for service, you will notify us in writing, where practicable, in advance of any proposal to change address and, where this is not practicable, as soon as possible after this change takes effect.
- 32.4 Service shall be deemed to be effective:
- 32.4.1 at the time of delivery, if delivered by hand between 0930 and 1630 on a Working Day, or if delivered before 0930 on a Working Day, at 0930 on that Working Day, and if delivered after 1630 on a Working Day or on a day which is not a Working day, at 0930 on the next Working Day;
  - 32.4.2 if transmitted by fax with confirmed answerback or acknowledgement of receipt, to have been served on the date and at the time of transmission if transmitted between 0930 and 1630 on a Working Day, or, if transmitted before 0930 on a Working Day, at 0930 on that Working Day, or if transmitted after 1630 on a Working Day or on a day which is not a Working day, at 0930 on the next Working Day thereafter;
  - 32.4.3 if posted by first class post to be served on the second Working Day following the date of posting.
- 32.5 All communications relating to the day to day management of the Project shall be given to the TfL Representative whose details appear in the Particulars.

**33. NO PARTNERSHIP/ AGENCY/EMPLOYMENT**

- 33.1 This Agreement does not create a relationship of partnership or agency between the parties and you must not represent yourself to others as a partner or agent of TfL.
- 33.2 You agree that we are not and shall not be an employer of any person receiving funding directly or indirectly under or as a result of this Agreement, including any person engaged to provide services or employed by you. You shall indemnify and keep us indemnified against all losses, costs, claims, expenses, demands and liabilities (including legal costs and expenses on a full indemnity basis) which we may suffer or incur as a result of any allegation finding or decision that we are the employer of any person receiving directly or indirectly under or as a result of this Agreement, including any person engaged to provide services or employed by you.

**34. FORCE MAJEURE**

- 34.1 For the purposes of this Agreement the expression "**Force Majeure**" shall mean any cause affecting or delaying the performance by either party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including terrorism, war, fire, flood, or any disaster. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees.
- 34.2 No party shall in any circumstances be liable to the other for any loss of any kind whatsoever by reason of any failure or delay in the performance of its obligations which is due to Force Majeure. Each party shall use all reasonable endeavours to continue to perform or resume performance of, such obligations for the duration of such Force Majeure event.
- 34.3 If any party becomes aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall immediately notify the other parties and if possible estimate how long such failure or delay shall continue.

## **Funding Agreement – EXECUTION VERSION**

34.4 Any failure or delay by you due to a third party shall be regarded as a failure or delay due to Force Majeure only if such third party is prevented from or delayed in complying with its obligations as a result of circumstances of Force Majeure.

### **35. ENTIRE AGREEMENT & COUNTERPARTS**

35.1 Save in respect of representations made to us by or on your behalf prior or to, and leading to the execution of this Agreement, this Agreement and the Schedules constitute the entire understanding between the parties to this Agreement in relation to the Grant and the Project and supersede all prior agreements relating thereto except in respect of any fraudulent misrepresentation of any party.

35.2 This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

### **36. EXCLUSION OF THIRD PARTY RIGHTS**

Unless expressly stated no part of this Agreement shall create rights in favour of any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

### **37. RELATIONSHIP OF TFL AND TRUST**

37.1 Tfl has provided support (and will continue to provided support) to the Trust in relation to the Project outside the scope of this Agreement ("**Support**"). The Trust agrees and acknowledges (i) that the provision of Support by Tfl does not constitute the provision of services to the Trust and (ii) that Tfl does not owe any duty of care to the Trust in respect of the provision of Support.

37.2 The Trust agrees and acknowledges that information, documentation and other material relating to the Project ("**Information**") supplied by Tfl to the Trust within the context of Support is or has been provided in the spirit of cooperation and collaboration but that no warranty is given by Tfl as to its accuracy, and any reliance placed on Information received will be entirely at the risk of the Trust.

## Funding Agreement – EXECUTION VERSION

37.3 The Trust also agrees that Tfl shall have no liability to the Trust for Losses relating to the provision of Support, whether arising in contract, tort (including negligence), under statute or otherwise save that nothing in this Agreement shall limit or exclude Tfl's liability for death or personal injury caused by its negligence or the negligence of any of its employees, agents or subcontractors or for any other liability which cannot be limited or excluded by law.

SCHEDULE 1

Definitions and interpretation

1. DEFINITIONS

“**Amount Spent to Date**” means the amount spent by TfL towards the Project, being £9,684,508 as at the Commencement Date;

“**Business Case**” means the business case supporting the Project agreed by TfL and DfT and submitted to DfT on 19 June 2014;

“**Commencement Date**” means the date of this Agreement, being the date on which all rights and obligations under this Agreement commence;

“**Conditions of Payment**” means the conditions that need to be met in relation to each instalment of the Grant, as set out in Schedule 2;

“**Contract Information**” (i) the Agreement in its entirety (including from time to time agreed changes to the Contract) and (ii) details of payments made to the Trust which shall consist of the Trust’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the payment amount;

“**Contractor**” means any direct contractor of the Trust;

“**Designer**” means any Sub-contractor providing design services;

“**Event of Default**” means any of the events or circumstances described in clause 23;

“**FOI Legislation**” means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

## Funding Agreement – EXECUTION VERSION

"**Force Majeure**" has the meaning given to it in clause 34;

"**Grant**" means the grant funding to be provided by us pursuant to this Agreement;

"**Information**" means information recorded in any form held by TfL or by the Trust on behalf of TfL;

"**Information Request**" means a request for any Information under the FOI Legislation;

"**Insolvency Event**" occurs if, in respect of the Trust:

- (a) a proposal for a voluntary arrangement is made under Part I of the Insolvency Act 1986 or your directors resolve to make such a proposal;
- (b) a petition for an administration order is presented under Part II of the Insolvency Act 1986 (as amended) or your directors resolve to present such a petition;
- (c) a receiver (including a receiver under section 101 of the Law of Property Act 1925) or manager or administrative receiver of your property (or part of it) is appointed;
- (d) a resolution for your voluntary winding up is passed under Part IV of the Insolvency Act 1986 (as amended) or a meeting of your creditors is called for the purpose of considering that it be wound up voluntarily (in either case, other than a voluntary winding up whilst solvent for the purposes of and followed by a solvent reconstruction or amalgamation);
- (e) a petition for your winding up is presented to the court under Part IV or by virtue of Part V of the Insolvency Act 1986 (as amended) or a resolution is passed that it be wound up by the court; or
- (f) an application is made under section 425 of the Companies Act 1985 (as amended) or a proposal is made which could result in such an application.
- (g) you enter or propose to enter into any arrangement, moratorium or composition with your creditors; or

## Funding Agreement – EXECUTION VERSION

(h) you are dissolved, or removed from the Register of Companies, or cease to exist (whether or not you are capable of reinstatement or reconstitution);

**"Interest Rate"** means two per cent per annum above the base rate of HSBC plc (or such other clearing bank as we may stipulate from time to time) or if base rates cease to exist such other comparable rate as we (acting reasonably) shall determine or such rate as we may be required to apply from time to time;

**"Losses"** means all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct loss (which term shall include loss of profit, loss of business and depletion of goodwill), damages, claims, demands, proceedings and judgements;

**"Operating Period"** means each five-year period commencing on the date of the opening of the Garden Bridge or, subsequently, commencing on the day following the expiry of the preceding Operating Period;

**"Particulars"** means the Particulars of Funding which constitute part of this Agreement;

**"Payment Profile"** means the profile of payment of instalments of the Grant by TfL as set out in Schedule 2;

**"Personal Data"** shall have the same meaning as set out in the Data Protection Act 1998;

**"Programme"** means the Project delivery timetable set out in Schedule 3 as varied from time to time;

**"Project"** means the project to be delivered by you as described in the Specification;

**"Project IP"** means as built drawings of the Garden Bridge and any other material reasonably necessary for the purposes of the construction, modification, repair, maintenance and operation of the Garden Bridge;

**"Project Manager"** means your project manager (whose contact details are set out in the Particulars) and their replacement from time to time as notified to us in accordance with clause 9;



## Funding Agreement – EXECUTION VERSION

**"Project Period"** means the period from the Commencement Date to completion or termination of the Project;

**"Property"** means any property to be acquired using (whether wholly or partly) Grant monies or contributed or provided as part of the Project;

**"Specification"** means the specification set out in Schedule 3;

**"Sub-contractor"** means any direct contractor of a Contractor;

**"TfL Representative"** means the person appointed by TfL in relation to the Project and whose contact details are set out in the Particulars and their replacement from time to time as notified to you;

**"Total Project Cost"** means £175,515,000 (one hundred and seventy five million, five hundred and fifteen thousand pounds) inclusive of VAT being the total anticipated cost of the Project, subject to updates during the Project lifecycle (but not, for the avoidance of doubt, the costs of the ongoing operation and maintenance of the Garden Bridge);

**"Transparency Commitment"** means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which TfL is committed to publishing its contracts, tender documents and data from invoices received;

**"Trust Confidential Information"** means:

- (i) all Personal Data; and
- (ii) any information relating to third party funding of the Trust disclosed by the Trust to TfL which is identified as confidential and in respect of which the Trust owes a duty of confidentiality to the relevant third party.

**"Trust Project Manager"** means the person appointed by the Trust in relation to the Project and whose contact details are set out in the Particulars and their replacement from time to time as notified to us;

## Funding Agreement – EXECUTION VERSION

"VAT" means value added tax payable by virtue of the Value Added Tax Act 1994 and any similar tax from time to time in addition to it, replacing it or performing a similar fiscal function;

"Working Day" means a day on which clearing banks in the City of London are (or would be but for a strike, lock-out or other stoppage affecting a particular bank or banks generally) open during banking hours and "Working Days" shall be construed accordingly;

"Works" means any works comprising part or all of the Project.

## 2. INTERPRETATION

- 2.1 Headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 2.2 References to any gender shall include any other gender, and the singular shall include the plural, and vice versa, as the context admits or requires.
- 2.3 References to any statute or any section thereof or legislation generally shall, unless the context requires otherwise, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, or re-enacted, and include all instruments, orders, by-laws and regulations for the time being made, issued or given thereunder, or deriving validity therefrom, and any reference to law or legislation generally shall, unless the context requires otherwise, be construed as a reference to all law or legislation of England and Wales or the United Kingdom and directives and all other legislation of the European Union that are or is directly applicable to the United Kingdom.
- 2.4 "Including" shall be construed so as not to limit the generality of any words or expressions in connection with which it is used.
- 2.5 In this Agreement references to any clause, sub-clause, schedule or paragraph without further designation shall be construed as a reference to a clause, sub-clause, schedule or paragraph of/to this Agreement.

SCHEDULE 2

Part 1

Conditions of Payment

General Principles of Funding

*General*

The Payment Profile sets out the amounts to be paid by TfL under this Agreement, totalling £60,000,000 less the Amount Spent to Date (the “Grant”).

TfL and DfT have agreed that TfL will provide each of TfL’s and DfT’s contributions to the Trust on a pari passu basis, taking into account the amounts already spent by TfL on the Project. In relation to the pre-contract award phase, TfL’s contribution is reduced by an amount equivalent to the Amount Spent to Date.

*Overriding Conditions of Payment*

Conditions of Payment in respect of the entire Grant:

- TfL will contribute a maximum of £16,405,000 less the Amount Spent to Date for pre-construction activities. However, TfL will consider (in its absolute discretion) any requests from the Trust to vary the Payment Profile to increase the sums paid in the pre-construction phase provided that the Trust is able to demonstrate that the variation is necessary in order to maintain continuity of the Project during the pre-construction phase. To the extent that these contributions are not fully spent, they will be carried forward for use in the construction phase; and
- Funds are only to be spent on construction of the Garden Bridge, or on third party fees relating to pre-construction activities, namely; design, tendering and procurement, the carrying out of pre-construction surveys, investigations and tests, site preparation works such as utility diversions, obtaining of consents and acquiring of land in relation to the Garden Bridge. The Trust will be responsible for meeting all other costs, such as but not limited to, communications and fundraising, project team costs and expenses and trust management expenses.

## Funding Agreement – EXECUTION VERSION

### *Payment of contribution*

Sums to be paid by TfL to the Trust for pre-construction activities will be paid in instalments as set out in the Payment Profile. Any unpaid invoices in respect of liabilities incurred by TfL in its provision of Support for the Trust prior to the Commencement Date and in respect of which TfL becomes aware on or after the Commencement Date and were not therefore taken account of by TfL when calculating the Amount Spent to Date (“**Unpaid Invoices**”) shall be met by TfL. However, TfL reserves the right to make adjustments to the size of each instalment to take account of any variation to the value of the Amount Spent to Date after the Commencement Date (including in respect of Unpaid Invoices) to ensure that the overall Grant remains £60,000,000 less the Amount Spent to Date. TfL will notify the Trust of any Unpaid Invoices and any variation to the value of the Amount Spent to Date as soon as reasonably possible. Payments will commence within 10 days of the Commencement Date or within 10 days of satisfaction of the following Conditions of Payment (whichever is the later):

- The Trust has demonstrated to TfL’s satisfaction that they have key resources in place of sufficient skill and experience to take over day-to-day management of the project;
- The Trust has demonstrated to TfL’s satisfaction that appropriate governance arrangements are in place, including:
  - Financial authorities – How the Trust plans to manage and control the spending of funds. This includes setting up delegated authorities and processes of approval;
  - Reporting – Financial, project and fundraising reporting arrangements for both internal purposes and also for its external stakeholders, including TfL and Government, but also other key funders; and
  - Independent Review Systems – Best practice peer review / gate review systems for ensuring best practice / innovation / risk management is adhered to.
- The Trust has demonstrated to TfL’s satisfaction that appropriate arrangements are in place to take over or replace existing contractor or consultant arrangements from TfL; and

## Funding Agreement – EXECUTION VERSION

- The Trust has demonstrated to TfL's satisfaction that it has appropriate plans in place to carry out the activities that need to be completed in order to successfully progress the Project, which notably should cover land acquisition, access right agreements and securing various consents, and has provided a detailed timetable of those activities with key milestone events and associated dates.

Sums to be paid by TfL to the Trust for construction activities will be paid in yearly instalments as set out in the Payment Profile. Payments will commence upon award of the main construction contract but subject to the following Conditions of Payment:

- The Trust has demonstrated to TfL's satisfaction that it has secured, or is able to secure, a sufficient level of funding, including the Grant from TfL, to cover the costs of construction of the Garden Bridge;
- The Trust has demonstrated to TfL's satisfaction that it has secured, or is able to secure, all necessary consents needed to deliver the Project;
- The Trust has demonstrated to TfL's satisfaction that an appropriate project "go/no go" gateway review has been passed, including proper assessment and management of risks;
- The Trust has demonstrated to TfL's satisfaction that it has appropriate plans in place for the operation and maintenance of the Garden Bridge;
- The Trust has demonstrated to TfL's satisfaction that it has secured a satisfactory level of funding to operate and maintain the Garden Bridge once it is built for at least the first 5 (five) years; and
- The Trust has demonstrated that these funds will only be used in respect of the construction of the Garden Bridge.

A final payment will be made by TfL to the Trust on practical completion of the main construction contract and will be subject to the following Conditions of Payment:

- Practical completion of the main construction contract has been attained; and
- The Trust has demonstrated that these funds will only be used in respect of the construction of the Garden Bridge.

Part 2

Payment Profile

Trigger	Amount	Estimated date of payment transfer
<i>Amount Spent to Date</i>	£9,684,508	N/A
<b><i>Pre-contract award payment profile</i></b>		
Within 10 days of Commencement Date	£8,478,922	6 July 2015
+ 1 month from trigger	£1,741,570	6 August 2015
<b><i>Construction payment profile</i></b>		
Within 10 days of award of the main construction contract (Trust to notify TfL of contract award)	£16,500,000	4 September 2015
+ 1 year from trigger	£10,000,000	4 September 2016
+ 2 years from trigger	£10,000,000	4 September 2017
<b><i>Final instalment payment profile</i></b>		
Within 10 days of practical completion of the main construction contract (Trust to notify TfL of practical completion)	£3,595,000	14 June 2018
<b>Total Payment</b>	<b>£60,000,000</b>	

### SCHEDULE 3

#### SPECIFICATION AND PROGRAMME

##### 1. Introduction

In early 2013, the Mayor of London asked TfL to assist in the delivery of a new pedestrian bridge across the River Thames in central London. As per the earlier 1996 scheme, the Garden Bridge will link Temple Underground station to the South Bank, and is intended to be an iconic structure which will also accommodate public space rather than act solely as a crossing.

The primary aim of the Garden Bridge is to provide an attractive traffic-free bridge as an alternative to the busy Waterloo and Blackfriars bridges, helping a modal shift towards walking and thereby reducing pressure on onward transport from Waterloo and improving the health of those who switch to walking. It is also intended to help the visitor economy in this part of London, improving access to the South Bank, linking currently quiet parts of Westminster and the City to the busier South Bank, and providing a visitor attraction in its own right.

The strategic objective is:

***“to provide an iconic new pedestrian garden bridge across the River Thames, linking Temple Underground station to the South Bank, with construction and maintenance funded by third parties.”***

A number of other objectives have been identified as follows:

- To improve the walking links between Temple station and the South Bank, and between Waterloo station and the Temple/Fleet Street area;
- To provide a new garden and amenity space over the River Thames, accessible to the general public;
- To encourage greater interaction between the visitor economy on either side of the Thames in this area;
- To encourage new visitor trips to this part of central London.

## Funding Agreement – EXECUTION VERSION

### 2. Specification

The Project shall meet the requirements of the planning permissions granted by the London Borough of Lambeth and Westminster City Council, and any related planning conditions, as may be amended from time to time.

### 3. Programme

Activity	Date
Issue Industry Brochure	26 Sep 14
Stage 1: Prequalification – to shortlist suitable contractors	10 Oct 14 – 08 Dec 14
Stage 2: Preliminary bid - to get down to one preferred contractor	12 Dec 14 – 13 Apr 15
Stage 3: Final bid – to establish the contract sum	13 Apr 15 – 04 Sep 15
Contract Award	Sep 15
Construction starts	Sep 15
Construction ends/Bridge opens to public	June 18



**Funding Agreement – EXECUTION VERSION**

**IN WITNESS** whereof TfL and the Trust have duly executed and delivered this document as a Deed the day and year first before written

The common seal of )  
TRANSPORT FOR LONDON )  
was affixed to this deed )  
in the presence of: )



.....  
Authorised signatory

*JUSTINE CURRY*

11966

Signed as a deed by GARDEN )  
BRIDGE TRUST acting by )  
PAUL DRING MORRELL, a director )  
in the presence of )

.....  
Director

*PD M*

Witness Signature

*Shirley Morrell*

Witness Name  
(block capitals)

*SHIRLEY MORRELL*

Witness Address

*4 CAITHNESS ROAD*

*LONDON W14 0JK*

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**DEED OF VARIATION**  
in relation to  
**The Deed of Grant Relating to the Garden Bridge Project**  
dated 2 July 2015 (the "Deed of Grant")

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This Deed of Variation is made on 13<sup>th</sup> November 2015

Between

- (1) **TRANSPORT FOR LONDON**, a statutory corporation of 42-50 Victoria Street, London SW1H 0TL (and its statutory successors assigns and transferees) ("**TfL**"); and
- (2) **GARDEN BRIDGE TRUST**, a charitable company limited by guarantee (company no. 08755461) whose registered office is at 50 Broadway, London SW1H 0BL (the "**Trust**").

**BACKGROUND**

- (A) On 2 July 2015 TfL and the Trust (the "**Parties**") entered into the Deed of Grant.
- (B) The Parties wish to amend the Deed of Grant as set out below in this Deed of Variation.
- (C) At the date of this Deed of Variation the Trust is at the pre-construction phase of the Project. The Trust requires the co-operation of the London Borough of Lambeth ("**Lambeth Council**") in order to progress the Project: Lambeth Council owns land on the south bank of the River Thames, a lease of which the Trust requires in order to build, operate and maintain the Garden Bridge; and Lambeth Council's involvement is necessary to enable the planning conditions attached to the planning permission granted by Lambeth Council in respect of the Garden Bridge to be discharged, including the completion of an agreement pursuant to section 106 of the Town and Country Planning Act 1990 ("the **section 106 agreement**").
- (D) Lambeth Council indicated in a letter to the Mayor of London dated 23 September 2015 that it had ceased its involvement with and support for the Project on the basis that it opposed the level of financial support provided to the Project by TfL. Without Lambeth Council's co-operation the Trust would not be able to obtain the requisite land interests to build, operate and maintain the Garden Bridge and would not be able to discharge the planning conditions relating to the Garden Bridge, including the completion of the section 106 agreement and the Trustees would have no option but to abandon the Project.
- (E) Under the Deed of Grant TfL agreed to provide £30,000,000 of grant funding ("**TfL's Contribution**") to the Project for restricted purposes directly connected to the construction of the Garden Bridge, in tranches which were subject to the

fulfilment of certain specified conditions. Lambeth Council's decision to withdraw its co-operation to the Project, such that the Trust could not acquire the requisite land interests necessary to construct the Garden Bridge, meant that the conditions contained in the Deed of Grant for the release of further funds would be incapable of fulfilment.

- (F) Under clause 17.1.5. of the Deed of Grant TfL has the right to reduce, suspend or withhold the undistributed portion of the grant if circumstances arise which, in TfL's opinion, adversely affect the Trust's ability to deliver the Project.
- (G) TfL and the Trust wish the Project to continue and therefore agreed to enter into negotiations with Lambeth Council to find a solution which would meet Lambeth Council's concerns such that it would continue to co-operate with the Trust in its bid to secure the land interests and allow TfL to continue to provide financial support to the Project.
- (H) In a letter dated 3 November 2015 Lambeth Council confirmed to the Trust that, if:
  - a. TfL's Contribution to the Project is reduced from £30,000,000 to £10,000,000;
  - b. a maximum of £20,000,000 additional funding is made available by TfL to the Trust by way of loan (the terms of which are set out in a loan facility agreement ("**Loan Facility Agreement**") between TfL and the Trust of even date to this Deed of Variation); and
  - c. the Trust takes all appropriate action, whilst maintaining the integrity of the Project, to reduce the Total Project Cost and actively continue to seek out private funding prior to and during the construction phase towards the capital cost of the Project to minimize its recourse to the Loan Facility Agreement,

it would re-engage with the Project and the Trust and in particular, re-commence negotiations to enable the Trust to obtain, without cost to the Trust, the requisite land interests to build, operate and maintain the Garden Bridge and co-operate in respect of the discharge of planning conditions, including the completion of the section 106 agreement.

- (I) The Trustees of the Trust have determined that it would be in the best interests of the Trust to continue with the Project and therefore it would be in the best interests of the Trust to enter this Deed of Variation and the Loan facility Agreement.

**IT IS AGREED** as follows:

1. Unless otherwise provided herein, capitalised terms used in this Deed of Variation shall have the meanings attributed thereto in the Deed of Grant.
2. With effect from the date of this Deed of Variation, that Recitals (C), (D) and (E) be replaced with the following:

- “(C) The Mayor of London is supportive of the Garden Bridge project (the “Project”). On 27 June 2014 he delegated certain of his powers to TfL and directed TfL to exercise its own powers and the delegated powers so as to provide £30,000,000 (thirty million pounds) of funding towards this Project. This will be achieved by the provision of £10,000,000 (ten million pounds) of grant funding under this deed of grant and a further £20,000,000 (twenty million) being made available by way of loan facility.*
- (D) The Secretary of State for Transport agreed, under the terms of a letter dated 12 November 2014, to provide additional funding of £30,000,000 to TfL under section 101 of the Greater London Authority Act 1999, on the basis that TfL will apply this additional funding towards the Grant. No additional funding beyond this amount will be available from the Department for Transport (“DfT”) in respect of the Project.*
- (E) At the Commencement Date TfL had already provided some funding towards the Project (the “Amount Spent to Date”) and, accordingly, the net amount of funding available from TfL (including the sums referred to in paragraph (D)), as at the Commencement Date, was £40,000,000 less the Amount Spent to Date (the “Grant”). This deed of grant, including the schedules (the “Agreement”) sets out the basis on which TfL will provide the Grant to the Trust in respect of the Project.”*
3. With effect from the date of this Deed of Variation, the definition of “Grant” in the Particulars of Funding shall be replaced with the following wording:
- “£40,000,000 less the Amount Spent to Date distributed and payable as specified in Schedule 2”*
- With effect from the date of this Deed of Variation, the reference to “£60,000,000 (sixty million pounds)” in paragraph 4.2.2 of the Deed of Variation be replaced with a reference to “£40,000,000 (forty million pounds)” so that paragraph 4.2.2 states
- “be responsible for the ongoing operation and maintenance of the Garden Bridge, including all the related costs and in no circumstances shall payments from TfL to you pursuant to this Agreement exceed £40,000,000 (forty million pounds), inclusive of the Amount Spent to Date;”*
4. With effect from the date of this Deed of Variation, the first sub-section of the ‘General Principles of Funding’ section of Part 1 of Schedule 2 of the Deed of Grant titled ‘General’ be deleted and replaced with the following wording:
- “The Payment Profile sets out the amounts to be paid by TfL under this Agreement, totalling £40,000,000 less the Amount Spent to Date (the “Grant”).”*
5. With effect from the date of this Deed Variation, the reference to “£60,000,000” in the sub-section titled “Payment of Contribution” in Part 1 of Schedule 2 of the Deed of Grant shall be deleted and replaced with a reference to “£40,000,000 (forty millions pounds)” so that the relevant paragraph states:
- “However, TfL reserves the right to make adjustments to the size of each instalment to take account of any variation to the value of the Amount Spent to Date after the Commencement Date (including in respect of Unpaid Invoices) to ensure that the overall Grant remains £40,000,000 (forty millions pounds) less the Amount Spent to Date.”*

6. With effect from the date of this Deed of Variation, an additional paragraph shall be inserted into Part 1 of Schedule 2 of the Deed of Grant immediately before the paragraph commencing with "Sums to be paid by TfL to the Trust for construction activities", as follows:

*"Sums to be paid by TfL to the Trust for preliminary activities will be paid in instalments as set out in the Payment Profile, subject to the following Condition of Payment:*

- In respect of each preliminary activity payment, that the Trust has demonstrated to TfL's satisfaction that there is a realistic prospect that the Conditions of Payment in respect of payments during the construction phase will be met."*

7. With effect from date of this Deed of Variation the paragraph commencing with "Sums to be paid by TfL to the Trust for construction activities" in Part 1 of Schedule 2 of the Deed of Grant, shall be amended as follows:

*"Sums to be paid by TfL to the Trust for construction activities will be paid as set out in the Payment Profile. Payment will commence upon award of the main construction contract but subject to the following Conditions of Payment."*

8. With effect from the date of this Deed of Variation, Part 2 of Schedule 2 of the Deed of Grant shall be replaced with the following:

## "Payment Profile

<b>Trigger</b>	<b>Amount</b>
<i>Amount Spent to Date</i>	£9,684,508
<b><i>Pre-contract award payment profile</i></b>	
Within 10 days of Commencement Date	£8,478,922
+ 1 month from trigger	£1,741,570
<b><i>Preliminary activities payment profile</i></b>	
Within 5 Working Days of the date of this Deed of Variation	£3,500,000
+ 1 month from the date of this Deed of Variation	£3,000,000
+ 3 months from the date of this Deed of Variation	£3,000,000
<b><i>Construction payment profile</i></b>	
Within 10 days of award of the main construction contract (Trust to notify TfL of contract award)	£7,000,000
<b><i>Final instalment payment profile</i></b>	
Within 10 days of practical completion of the main construction contract (Trust to notify TfL of practical completion)	£3,595,000
<b>Total Payment</b>	<b>£40,000,000</b>

- 9. Except to the extent set out in this Deed of Variation, all other terms and conditions of the Deed of Grant remain unchanged and in full force and effect and shall apply equally to this Deed of Variation.
- 10. This Deed of Variation shall be deemed to be an integral part of the Deed of Grant and shall be read and construed with it as one unit.
- 11. This Deed of Variation shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Deed of Variation shall be subject to the dispute procedures set out in clause 27 of the Deed of Grant.
- 12. This Deed may be executed in any number of counterparts, each of which when executed and delivered constitutes an original of this Deed but all the counterparts shall together constitute the same agreement.

**IN WITNESS** whereof TfL and the Trust have duly executed and delivered this document as a Deed the day and year first before written

The common seal of )  
TRANSPORT FOR LONDON )  
was affixed to this deed )  
in the presence of: )

5127



*C. Mitchell*  
.....  
Authorised signatory

Signed as a deed by GARDEN )  
BRIDGE TRUST acting by )  
PAUL DRING MORRELL, a Director )  
in the presence of )

*Paul Dring Morrell*  
.....  
Director

Witness Signature *[Handwritten Signature]*  
.....

Witness Name *HANNAH JONES*  
(block capitals) .....

Witness Address *GARDEN BRIDGE TRUST*  
*SOMERSET HOUSE*  
*STRAND, LONDON WC2R 1LA*  
.....



Execution copy

DATED 13<sup>th</sup> November 2015

(1) TRANSPORT FOR LONDON

and

(2) GARDEN BRIDGE TRUST

---

LOAN FACILITY AGREEMENT  
relating to the  
GARDEN BRIDGE PROJECT

---

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THIS DEED is made the 13<sup>th</sup> day of November 2015

BETWEEN:

- (1) TRANSPORT FOR LONDON, a statutory corporation of 42-50 Victoria Street, London SW1H 0TL (and its statutory successors assigns and transferees) (TfL); and
- (2) GARDEN BRIDGE TRUST (company no. 08955461), a company limited by guarantee and registered charity with number 1155246, incorporated and registered in England and Wales with company number 01650327 whose registered office is at 50 Broadway, London SW1H 0BL (GBT)

TfL and GBT each a Party and together the 'Parties'.

RECITALS:

- (A) One of the GBT's charitable objects is "to provide and maintain a garden style footbridge spanning the River Thames (the **Garden Bridge**)".
- (B) The Parties entered into the Deed of Grant under which TfL agreed to grant GBT Sixty Million Pounds (£60,000,000), (Thirty Million Pounds (£30,000,000) of which TfL has received from the Department for Transport to support the Project), subject to the conditions set out in the Deed of Grant.
- (C) Under a Deed of Variation of even date with this Agreement the Parties have agreed (for reasons set out in the recitals to the Deed of Variation) that a maximum of Twenty Million Pounds (£20,000,000) of the funds not already transferred by TfL to GBT under the Deed of Grant will be provided in the form of a loan facility by TfL to GBT rather than a grant.
- (D) This Agreement sets out the terms and conditions on which the Loan Facility will be made available by TfL to GBT and repaid to TfL from relevant funds and donations available to GBT.

THE PARTIES AGREE THAT:

1 Definitions and Interpretation

In this Agreement (including the Recitals) unless the context indicates otherwise the following expressions shall have the following meanings:

- |                                |  |
|--------------------------------|--|
| <b>Aggregate Lending Limit</b> | the sum of Twenty Million Pounds (£20,000,000) being the maximum amount of the Principal Loan outstanding should the Second Loan be called upon; |
| <b>Agreement</b>               | this deed, including the Schedules;  |
| <b>Business Day</b>            | a day (other than a Saturday or Sunday) on which banks are open for general business in London;  |

<b>Conditions of Payment</b>	means the conditions set out in clause 4.1;
<b>Construction Contract Award Date</b>	means the date GBT awards the main construction contract in respect of the construction of the Garden Bridge;
<b>Date of Opening</b>	means the date that the Garden Bridge officially opens to the public or 31 December 2018, whichever is the earlier;
<b>Deed of Grant</b>	means the deed of grant between TfL and GBT dated 2 July 2015 (as varied by the Parties), under which GBT receives a Forty Million Pound (£40,000,000) grant in connection with the Project;
<b>Drawdown Date</b>	the date on which a loan of a principal amount is made by TfL to GBT in accordance with the terms of this Agreement;
<b>Drawdown Request</b>	a request made by GBT to TfL to drawdown a Principal Sum under the Loan Facility in the form set out in Schedule 1;
<b>Event of Default</b>	any event or circumstance listed in clause 9;
<b>Existing TfL Grant</b>	means the grant provided by TfL to GBT under the Deed of Grant;
<b>FOI Legislation</b>	means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;
<b>Garden Bridge</b>	means the new footbridge across the River Thames incorporating a garden and connecting Temple with the South Bank, which GBT plans to build, maintain and operate;
<b>Loan</b>	equals the amount drawn down from the Loan Facility by GBT on the Date of Opening, less any sums repaid by GBT to TfL up to the Date of Opening;
<b>Loan Facility</b>	the term loan facility made available by TfL to GBT to finance the Project;
<b>First Loan Term</b>	means the period during which the first Ten Million Pound (£10,000,000) of the Loan Facility (the " <b>First Loan</b> ") will be made available by TfL to GBT, starting seven (7) months after the Construction Contract Award Date to the date that the construction of the Garden Bridge is completed or such other

- period as shall be agreed between the Parties;
- Second Loan Term** means the period during which the second Ten Million Pounds (£10,000,000) of the Loan Facility (the “**Second Loan**”) will be made available by TfL to GBT, starting nineteen (19) months after the Construction Contract Award Date to the date that the construction of the Garden Bridge is completed or such other period as shall be agreed between the Parties;
- Principal Sum** each individual sum drawn down from the Loan Facility;
- Project** means GBT’s project to provide, maintain and operate a new footbridge across the River Thames incorporating a garden and connecting Temple with the South Bank and all associated activities;
- Rate of Inflation** calculated as being a rate equivalent to the average annual RPI in the calendar year ending in the month in which the Repayment Date falls, but not exceeding 2%;
- Repayment Event** has the meaning given in clause 8;
- Repayment Date** means an anniversary of the Date of Opening which falls within the Repayment Term;
- Repayment Term** means the fifty (50) year period during which the Principal Sums must be repaid by GBT to TFL, starting five years from the Date of Opening up to and including fifty five years from the Date of Opening or such other period as shall be agreed between the Parties; and
- RPI** means the measure of inflation published monthly by the Office for National Statistics (or a successor body).
- 1.1 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
- 1.2 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.3 the Schedules form part of this Deed and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules;
- 1.4 headings are included in this Agreement for ease of reference only and do not affect the interpretation or construction of the Agreement;
- 1.5 a reference to clauses, sub-clauses or Schedules is, unless otherwise provided, a reference to clauses or sub-clauses of, or Schedules to, this Agreement; and

- 1.6 the words 'including', 'includes' and 'included' will be construed without limitation unless inconsistent with the context.

## **2 The Existing Grant**

The Parties acknowledge and agree that the Existing TfL Grant is by way of grant funding and is not part of the Loan Facility or subject to the terms of this Agreement.

## **3 Loan Facility and Drawdown**

- 3.1 TfL will provide the Loan Facility to GBT up to a maximum of the Aggregate Lending Limit in two separate tranches, being the First Loan and the Second Loan in accordance with the terms set out in this Agreement and subject to the Conditions of Payment set out in Clause 4 below.
- 3.2 GBT may make loan advance requests to TfL during each of the First and Second Loan Terms as funds are required up to but not exceeding the Aggregate Lending Limit in each Loan term by delivering a completed Drawdown Request to TfL not less than 10 Business Days before the proposed Drawdown Date.
- 3.3 Unless GBT notifies TfL in writing, TfL shall make all payments electronically to the following bank account:

Bank: Citibank, N.A Citigroup Centre, Canary Wharf, 33 Canada Square, London, E14 5LB

Account Name: Garden Bridge Trust - GBP Collections

Sort Code: 18-50-08

Account No.: 17173342

## **4 Conditions of Payment**

- 4.1 Provision of the Loan Facility is subject to GBT meeting the following Conditions of Payment:
- 4.1.1 GBT has demonstrated to TfL's satisfaction that it has secured, or is able to secure, a sufficient level of funding, including the Existing TfL Grant, to cover the costs of construction of the Garden Bridge;
- 4.1.2 GBT has demonstrated to TfL's satisfaction that it has secured, or is able to secure, all necessary consents needed to deliver the Project;
- 4.1.3 GBT has demonstrated to TfL's satisfaction that an appropriate project "go/no go" gateway review has been passed, including proper assessment and management of risks;
- 4.1.4 GBT has demonstrated to TfL's satisfaction that it has appropriate plans in place for the operation and maintenance of the Garden Bridge;

- 4.1.5 GBT has demonstrated to TfL's satisfaction that it has secured a satisfactory level of funding to operate and maintain the Garden Bridge once it is built for at least the first five (5) years; and
- 4.1.6 GBT has demonstrated that these funds will only be used in respect of the construction of the Garden Bridge.
- 4.1.7 GBT has demonstrated to TfL's satisfaction that it has taken all appropriate steps to reduce the Total Project Cost, whilst maintaining the integrity of the Project, and to actively continue to seek private funding prior to and during the construction phase towards the capital costs of the project in order to minimise its recourse to the Loan Facility.

## **5 Loan Conditions**

- 5.1 GBT shall apply the Principal Sums solely for the construction of the Garden Bridge (and, for the avoidance of doubt, GBT will be responsible for meeting all other costs, such as but not limited to, communications and fundraising, Project team costs and expenses and GBT management expenses), provided always that the Principal Sums are applied in furtherance of GBT's charitable objects as set out in its articles of association as amended from time to time;
- 5.2 GBT shall take all appropriate steps to reduce the Total Project Cost, whilst maintaining the integrity of the Project and to actively continue to seek private funding prior to and during the construction phase towards the capital costs of the Project in order to minimise its recourse to the Loan Facility;
- 5.3 GBT shall not use any part of the Principal Sums in respect of the following:
  - 5.3.1 support or assistance, whether directly or indirectly, for activities which are political or of an exclusively religious nature or which may bring TfL, the Greater London Authority or the Mayor of London into disrepute;
  - 5.3.2 works, services, supplies or activities which a person has a statutory duty to provide (except with TfL's prior written consent);
  - 5.3.3 any recoverable VAT payable on any taxable supplies made to third parties in respect of the Project save as specifically authorised in writing in advance by TfL;
  - 5.3.4 any amounts payable as a result of GBT's default;
  - 5.3.5 any loss or damage resulting from an insured risk; or
  - 5.3.6 to create or build up material long-term financial reserves.

## **6 Accounting and Information**

- 6.1 GBT shall:

- 6.1.1 on request (within 20 Business Days) provide TfL with appropriate financial and operational reports on GBT's use of the Principal Sums;
- 6.1.2 maintain appropriate financial accountancy and management information and records for audit and monitoring purposes; and
- 6.1.3 promptly inform TfL of and, if TfL requests, repay to TfL any money incorrectly paid to it by TfL either as a result of an administrative error or otherwise save to the extent that the funds constituting the overpayment have been spent or legally committed.

## **7 Repayment/Prepayment**

- 7.1 On each Repayment Date GBT shall repay to TfL an amount of at least £250,000. On the final Repayment Date GBT shall pay an amount equal to the outstanding inflated Loan balance, where inflation is applied annually to the Loan at the Rate of Inflation.
- 7.2 GBT shall be entitled to repay before the end of the Repayment Term without penalty the whole or part of the outstanding inflated Loan balance.
- 7.3 GBT shall be entitled to repay all or part of the amounts drawn down from the Loan Facility prior to the Date of Opening without incurring any charge or penalty.

## **8 Repayment Event and Unpaid Loan Payments**

- 8.1 If at any time GBT reasonably considers that a Repayment Event may occur, or that it may breach its payment obligations under clause 7.1, it shall as soon as reasonably practicable notify TfL in writing of these concerns, setting out full details. Following such notification TfL shall in its discretion be entitled to require GBT to enter into discussions with TfL on options for avoiding the occurrence of a Repayment Event or a breach of the payment obligations under clause 7.1.
- 8.2 TfL may demand immediate repayment of all or any of the outstanding inflated Loan balance at any time following a Repayment Event, and GBT shall be obliged to make such repayment immediately. Following such a Repayment Event TfL shall in its discretion be entitled to require GBT to enter into discussions with TfL on options for the repayment of outstanding sums due to TfL.
- 8.3 Nothing in this Agreement shall restrict TfL's rights in law to recover any unpaid Loan payments due in accordance with this Agreement from GBT. If GBT breaches its payment obligations under clause 7.1, TfL shall in its discretion be entitled to require GBT to enter into discussions with TfL on options for the repayment of outstanding sums due to TfL.
- 8.4 A Repayment Event occurs when an Event of Default which has not been remedied within 60 Business Days or is incapable of remedy occurs.

## **9 Events of Default**

- 9.1 An Event of Default occurs where:



- 9.1.1 if a petition is presented or if GBT or its directors resolve to present a petition for an administration order in relation to GBT or if a petition is presented or a meeting of GBT is held or if an order is made or an effective resolution is passed for the winding up of GBT or if any analogous proceedings are taken other than in the course of a reconstruction previously approved by TfL in writing; or
- 9.1.2 if GBT becomes insolvent or is deemed unable to meet its debts within the meaning of section 123 Insolvency Act 1986 or makes any special arrangement or composition with its creditors or if notice is given to the nominee referred to in Part 1 of the Insolvency Act 1986 of any intended proposal for such a voluntary arrangement as is mentioned in that Part of that Act or if GBT ceases or threatens to cease to carry on its business; or
- 9.1.3 GBT merges or is taken over by another charity; or
- 9.1.4 GBT transfers or assigns or attempts to transfer or assign any rights, interests or obligations under this Agreement without TfL's prior written consent; or
- 9.1.5 there is a financial irregularity impropriety or negligence in relation to the operation of the Project which is not rectified within the timescale reasonably specified by TfL; or
- 9.1.6 GBT is convicted of a criminal offence related to business, professional conduct or dishonesty.

## **10 Remedies, Waivers, Amendments and Consents**

- 10.1 Any amendment to this Agreement shall be in writing and signed by, or on behalf of, each Party.
- 10.2 Any waiver of any right or consent given under this Agreement is only effective if it is in writing and signed by the waiving or consenting Party. It shall apply only in the circumstances for which it is given and shall not prevent the Party giving it from subsequently relying on the relevant provision.
- 10.3 No delay or failure to exercise any right under this Agreement shall operate as a waiver of that right.
- 10.4 No single or partial exercise of any right under this Agreement shall prevent any further exercise of that right (or any other right under this Agreement).
- 10.5 Rights and remedies under this Agreement are cumulative and do not exclude any other rights or remedies provided by law or otherwise.

## **11 Severance**

- 11.1 The invalidity, unenforceability or illegality of any provision (or part of a provision) of this agreement under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions.

11.2 If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification as is necessary to give effect to the commercial intention of the Parties.

## **12 Third Parties**

Save as expressly permitted under this Agreement, the Parties confirm their intent not to confer any rights on any third parties by virtue of this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

## **13 Relationship**

This Agreement shall not create any partnership or joint venture between the Parties, nor any relationship of principal and agent, nor authorise any Party to make or enter into any commitments for or on behalf of the other Party.

## **14 Counterparts**

This Agreement may be executed in one or more counterparts which, taken together, shall constitute one agreement, and either of the Parties may execute this Agreement by signing one or more of such counterparts.

## **15 Notices**

15.1 Notices shall be in writing and shall be sent to the other party marked for the attention of the person at the address set out below.

15.2 Any notice or other document:

15.2.1 correctly addressed sent by:

- (a) first-class mail shall be deemed to have been delivered three Business Days following the date of dispatch;
- (b) registered post shall be deemed to have been delivered three Business Days following the date of dispatch;
- (c) email shall be deemed to have been delivered at 9am on the next Business Day after it was actually received in readable form; or
- (d) in the case of a notice personally delivered, it shall be deemed to have been delivered at 9am on the next Business Day following delivery.

15.2.2 for the attention of TfL shall be sent to:

Contact: Richard de Cani, Managing Director, Planning

Address: Transport for London, Windsor House, 42-50 Victoria Street, London SW1H 0TL

Email: decaniri3@tfl.gov.uk

15.2.3 for the attention of the GBT shall be sent to:

Contact: Bee Emmott, Executive Director

Address: Somerset House, New Wing, Strand, London WC2R 1LA

Email: bee.emmott@gardenbridge.london

## **16 Governing Law and Jurisdiction**

- 16.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any non-contractual disputes or claims) shall be governed by, and shall be construed in accordance with, the law of England and Wales.
- 16.2 The parties to this Agreement irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

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

**SCHEDULE 1**

**Drawdown Request**

**TfL LOAN FACILITY - DRAWDOWN REQUEST**

Date of Request:	
Requested by: (Name and job title)	
Drawdown amount:	
Date drawdown required:	
Current loan balance:	
New loan balance:	
TfL loan facility - headroom remaining:	
Reasons for request and anticipated use of amount requested:	

<b>Authorisation of request - GBT</b>	
Executive Director	
Signed	
Date	
<b>Authorisation of payment - TfL</b>	
Managing Director, Planning	
Signed	
Date	

5126

The common seal of )  
TRANSPORT FOR LONDON )  
was affixed to this deed )  
in the presence of: )



C. Patel  
Authorised signatory

Signed as a deed by GARDEN )  
BRIDGE TRUST acting )  
by PAUL DRING MORRELL, a director )  
in the presence of )

[Signature]

Director

Witness Signature

[Signature]

Witness Name  
(block capitals)  
Witness Address

HANNAH JONES  
GARDEN BRIDGE TRUST  
SOMERSET HOUSE  
S. TRAND, LONDON WC2R 1LA



Bee Emmott  
Executive Director  
Garden Bridge Trust  
Somerset House  
London  
WC2R 1LA

Transport for London  
Group Planning

10<sup>th</sup> Floor, Windsor House  
42-50 Victoria Street  
London  
SW1H 0TL

[www.tfl.gov.uk](http://www.tfl.gov.uk)

25 April 2016

Dear Bee

## Variation of Deed of Grant

We refer to the Deed of Grant between Transport for London (“**TfL**”) and Garden Bridge Trust (the “**Trust**”) dated 2 July 2015 and subsequently varied on 13 November 2015.

Except where expressly stated otherwise, terms defined in the Deed of Grant shall have the same meanings in this letter.

This letter constitutes a variation to the Deed of Grant and sets out the terms upon which TfL will give early access to the Trust to up to £1.3million of the £3.595million not yet paid under the Deed of Grant.

From 1 May 2016 to 31 May inclusive (the “**Period**”), and where it has satisfied the conditions set out below, the Trust shall be entitled to a single payment from TfL not exceeding £1.3million.

The conditions that will need to be satisfied are as follows:

- The Trust has provided TfL with notice in writing of the decision of its trustees that the Project will not proceed, together with evidence of this decision (e.g. a copy of the minutes of the meeting of the trustees in which the decision was made);
- The Trust has provided TfL with a figure for the payment it requires (the “**Exit Payment**”), which must first deduct any cash reserves available to meet its commitments;

- The Trust has provided TfL with such evidence as TfL reasonably requires to support the calculation of the Exit Payment including copies of documentation creating a legal obligation on the Trust to make payments to third parties (e.g. a notice of termination under the main construction contract, unpaid invoices from contractors for work to date, etc.) and evidence of its cash reserves.

Once these conditions have been satisfied, TfL will transfer the Exit Payment to the Trust within 10 Working Days.

TfL may in its discretion extend the Period on one or more occasions by written notice to the Trust.

All other terms of the Deed of Grant remain the same.

Please would you sign, date and return to us the enclosed copy of this letter to indicate your acceptance of these variations.

Yours sincerely

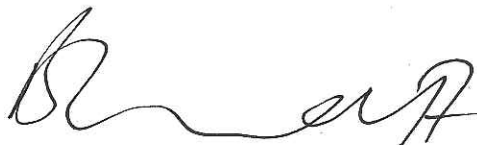


**Richard de Cani**  
For and on behalf of  
**Transport for London**



---

We accept the above variations to the Agreement.



For and on behalf of  
**Garden Bridge Trust**

Name: *SEE ENNOTT*

Date: *27.04.16*

Position: *EXECUTIVE DIRECTOR*





Bee Emmott  
Executive Director  
Garden Bridge Trust  
Somerset House  
London  
WC2R 1LA

Transport for London  
Group Planning

10<sup>th</sup> Floor, Windsor House  
42-50 Victoria Street  
London  
SW1H 0TL

27 May 2016

[www.tfl.gov.uk](http://www.tfl.gov.uk)

Dear Bee

## Variation of Deed of Grant

We refer to the Deed of Grant between Transport for London ("TfL") and Garden Bridge Trust (the "Trust") dated 2 July 2015 as subsequently varied, and the Loan Facility Agreement between TfL and the Trust dated 13 November 2015.

Except where expressly stated otherwise, terms defined in the Deed of Grant shall have the same meanings in this letter.

This letter constitutes a variation to the Deed of Grant and the Loan Facility Agreement and sets out the terms upon which TfL will give access to the Trust to up to £15million of funding, against (i) the £3.595million not yet paid under the Deed of Grant, and against (ii) £11.405million of the £20million loan facility made available to the Trust under the Loan Facility Agreement.

From 1 June 2016 to 30 September inclusive (the "Period"), and where it has satisfied the conditions set out below, the Trust shall be entitled to a single payment from TfL not exceeding £15million.

The conditions that will need to be satisfied are as follows:

- The Trust has provided TfL with notice in writing of the decision of its trustees that the Project will not proceed, together with evidence of this decision (e.g. a copy of the minutes of the meeting of the trustees in which the decision was made);
- The Trust has provided TfL with a figure for the payment it requires (the "Exit Payment"), which must first deduct any cash reserves available to meet its commitments;

- The Trust has provided TfL with such evidence as TfL reasonably requires to support the calculation of the Exit Payment including copies of documentation creating a legal obligation on the Trust to make payments to third parties (e.g. a notice of termination under the main construction contract, unpaid invoices from contractors for work to date, etc.) and evidence of its cash reserves.

Once these conditions have been satisfied, TfL will transfer the Exit Payment to the Trust within 10 Working Days.

Upon payment of the Exit Payment to the Trust, both the Deed of Grant and the Loan Facility Agreement will terminate forthwith.

TfL may in its discretion extend the Period on one or more occasions by written notice to the Trust.

All other terms of the Deed of Grant and the Loan Facility Agreement remain the same.

Please would you sign, date and return to us the enclosed copy of this letter to indicate your acceptance of these variations.

Yours sincerely



**Alex Williams**  
For and on behalf of  
**Transport for London**

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We accept the above variations to the Agreement.



For and on behalf of  
**Garden Bridge Trust**

**Name:** BEE EMMOTT

**Date:** 31.05.16.

**Position:** EXECUTIVE DIRECTOR



Bee Emmott  
Executive Director  
Garden Bridge Trust  
Somerset House  
London  
WC2R 1LA

Transport for London  
Group Planning

10<sup>th</sup> Floor, Windsor House  
42-50 Victoria Street  
London  
SW1H 0TL

28 September 2016

[www.tfl.gov.uk](http://www.tfl.gov.uk)

Dear Bee

## Variation of Deed of Grant and Loan Facility Agreement

We refer to the Deed of Grant between Transport for London ("TfL") and Garden Bridge Trust (the "Trust") dated 2 July 2015 as subsequently varied, and the Loan Facility Agreement between TfL and the Trust dated 13 November 2015.

Except where expressly stated otherwise, terms defined in the Deed of Grant shall have the same meanings in this letter.

We have been notified that the Department for Transport ("DfT") has agreed to extend its underwriting facility, capped at up to £9million, until the point at which the Trust's main contractor begins construction of the Garden Bridge. As we are responsible for managing the payment of the DfT's contribution to the Trust, the primary purpose of this letter is to put into effect the DfT's decision.

This letter constitutes a variation to the Deed of Grant and the Loan Facility Agreement and sets out the terms upon which TfL will give access to the Trust to up to £9million of DfT funding, against (i) the c.£2.6million not yet paid under the Deed of Grant, and against (ii) c.£6.4million of the £20million loan facility made available to the Trust under the Loan Facility Agreement.

Our expenditure on the project is published on our website. This includes some expenditure since the Deed of Grant was signed in July 2015. As you know, this expenditure forms part of the public sector's £60million contribution to the project. Therefore, this letter also constitutes a variation to the Deed of Grant and varies the Payment Profile in the Deed of Grant by increasing the Amount Spent to Date and reducing the final instalment payment. This letter ensures that this expenditure is accounted for so that the total public sector contribution to the project will not exceed £60million.

These variations will come into force with immediate effect. All other terms of the Deed of Grant and the Loan Facility Agreement remain the same.

### **Access to up to £9million of funding**

For the purposes of this letter the **"Period"** means 1 October 2016 to the day preceding the day on which the main contractor commences construction of the Garden Bridge.

During the Period, and where it has satisfied the conditions set out below, the Trust shall be entitled to a single payment from TfL on behalf of the DfT not exceeding £9million.

The conditions that will need to be satisfied are as follows:

- The Trust has provided TfL with notice in writing of the decision of its trustees that the Project will not proceed, together with evidence of this decision (e.g. a copy of the minutes of the meeting of the trustees in which the decision was made);
- The Trust has provided TfL with a figure for the payment it requires (the **"Exit Payment"**), which must first deduct any cash reserves available to meet its commitments;
- The Trust has provided TfL with such evidence as TfL reasonably requires to support the calculation of the Exit Payment including copies of documentation creating a legal obligation on the Trust to make payments to third parties (e.g. a notice of termination under the main construction contract, unpaid invoices from contractors for work to date, etc.) and evidence of its cash reserves.

Once these conditions have been satisfied, TfL will transfer the Exit Payment to the Trust within 10 Working Days.

Upon payment of the Exit Payment to the Trust, both the Deed of Grant and the Loan Facility Agreement will terminate forthwith.

TfL may in its discretion extend the Period on one or more occasions by written notice to the Trust.

### **Amendment to the Payment Profile**

The definition of "Amount Spent to Date" shall be replaced with the following:

**"Amount Spent to Date"** means the amount spent by TfL towards the Project, being £10,673,631;

The Payment Profile set out in Schedule 2 of the Deed of Grant (as previously varied) shall be replaced with the following:

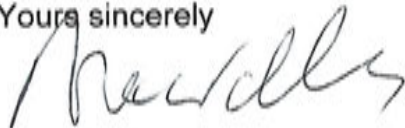
**Payment Profile**

Trigger	Amount
<i>Amount Spent to Date</i>	£10,673,631
<b><i>Pre-contract award payment profile</i></b>	
Within 10 days of Commencement Date	£8,478,922
+ 1 month from trigger	£1,741,570
<b><i>Preliminary activities payment profile</i></b>	
Within 5 Working Days of the date of this Deed of Variation	£3,500,000
+ 1 month from the date of this Deed of Variation	£3,000,000
+ 3 months from the date of this Deed of Variation	£3,000,000
<b><i>Construction payment profile</i></b>	
Within 10 days of award of the main construction contract (Trust to notify TfL of contract award)	£7,000,000
<b><i>Final instalment payment profile</i></b>	
Within 10 days of practical completion of the main construction contract (Trust to notify TfL of practical completion)	£2,605,877
<b>Total Payment</b>	<b>£40,000,000</b>

All references in the Deed of Grant (as previously varied) to the "**Amount Spent to Date**" shall now be deemed to also include amounts spent by TfL towards the Project after the Commencement Date.

Please would you sign, date and return to us the enclosed copy of this letter to indicate your acceptance of these variations.

Yours sincerely



**Alex Williams**  
For and on behalf of  
**Transport for London**

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We accept the above variations to the Agreement.

For and on behalf of  
**Garden Bridge Trust**

**Name:**

**Date:**

**Position:**