

GREATER LONDON AUTHORITY

AGREEMENT FOR THE PROVISION OF GLA ROYAL DOCKS FUNDING RELATING TO Royal Docks Good Growth Fund

between

The Greater London Authority

-and-

The Factory Project Ltd

Note: Where the proposed Recipient is also an ESF Sponsor you must ensure that they execute (signs/seals as a deed) both: (i) this Agreement; and (ii) the related ESF Sponsor Agreement, before the GLA executes either.

Summary sheet for publication

In compliance with the Local Government Transparency Code 2015

The Greater London Authority must publish details of all grants to voluntary, community and social enterprise organisations. **By signing the grant agreement above (and any variation thereof), organisations are also accepting the publication of the information set out below (by GLA officers) and confirming its accuracy:**

Overarching grants programme:	Royal Docks Good Growth Fund
Description/Purpose of the grant:	The overarching aim of the Royal Docks Good Growth Fund is to help realise the potential of the Royal Docks as one of London's most important growth locations. It has been designed to support the delivery of a broad and balanced programme of innovative and transformative projects, while delivering on Newham's priority to embed community wealth in the local community. <i>(Royal Docks Good Growth Fund Prospectus July 2020)</i>
The grant was for a total of: The varied grant is now for a total of:	£2.83m funding requested Full £2.83m has been approved, the award will comprise of: 1. £1.9m (non-recoverable) grant 2. £100k security deposit (to be returned to the GGF programme after 10 years if unused) 3. £573k repayable grant (to be detailed in this document) 4. Up to a further £257k that can be repaid through a combination of either further recoverable grant, workspace subsidies (direct to tenant) or community funding purposes (again direct to beneficiaries). This will be negotiated and details of repayment to be agreed by January 2022. Should the applicant not require the full £2.73m allocation (achieved through cost savings etc), then the savings will be allocated initially to #4, #3 and #1 in order.
The grant was awarded on:	11/02/2021
The grant was varied on:	N/A
The original grant covered the following time period:	From 2021/02/11 to 2031/02/10
The varied grant now covers the following time period:	N/A
It is awarded to:	The Factory Project Ltd

The recipient is:	A voluntary and community sector organisation: ☐ A social enterprise: ☐ Other: ☒ If "Other" please provide more detail	☐ ☐ ☒ Limited Company
Company or charity registration number:	Company number: 12665677 Charity number: N/A	
It was awarded by:	Royal Docks Team, Housing and Land	
The award of this grant was formally approved by:	08/02/2010 – DD2516	
The variation of this grant was formally approved by:	N/A	

IN ORDER FOR THE GLA TO COMPLY WITH THE 2014 LOCAL GOVERNMENT TRANSPARENCY CODE, THE GLA OFFICER WILL FORWARD THIS SHEET AND THE FUNDING LETTER TO THE GOVERNANCE TEAM AS SOON AS IT IS SIGNED AND AN UPDATED VERSION WITH A COPY OF ANY VARIATION AS SOON AS IT IS SIGNED.

[REDACTED] / Post Point 11 / Tel extension: 4818)

THIS AGREEMENT is made this 11th day of February 2021

BETWEEN:

- (1) **THE GREATER LONDON AUTHORITY** whose principal offices are at City Hall, The Queen's Walk, London, SE1 2AA ("the Authority"); and
- (2) **The Factory Project Ltd** (Company registration no: 12665677) [of/whose principal office is at] [58 Compton Street, London, W1D 4UF] ("the Recipient")

IT IS HEREBY AGREED THAT:

1. Background

- 1.1 The Recipient requested funding from the Authority and provided to the Authority a proposal for the use of such funding. A copy of the Recipient's proposal is on file at the Greater London Authority.
- 1.2 Under its powers under Sections 30 and 34 of the Greater London Authority Act 1999 to do anything it considers will facilitate or which is conducive or incidental to the promotion of economic, social development and wealth creation in Greater London, the Authority wishes to assist the Recipient in its programme/project (The Factory Project has an agreement (subject to contract) with Tate & Lyle to repurpose and activate their vacant buildings on the Thameside Industrial Estate, West End of Thames Refinery, Factory Road, for use as flexible workspace and community space) by the provision of the GLA Royal Docks Funding to the Recipient.
- 1.3 The Recipient's total costs of fulfilling the Project Objectives are **Six Million, Two Hundred and Six Thousand, Nine Hundred and Forty Eight pounds sterling (£6,206,948.00)**, the Recipient has committed itself to meeting the Project Objectives and contributing **Three Million, Three Hundred and Seventy Five Thousand, Four Hundred and Sixty pounds sterling (£3,375,460.00)** to the Project ("the Recipient's Contribution") and use all reasonable endeavours to secure Additional Funding for use in meeting the Project Objectives.
- 1.4 This Agreement sets out the terms and conditions upon which the Authority will make the funding available to the Recipient.
- 1.5 The provision of the GLA Royal Docks Funding amounts to a conditional gift and is therefore not subject to VAT. If, at any time, it is held by the UK government to be subject to VAT, then the Recipient agrees and acknowledges that the GLA Royal Docks Funding shall have included any and all applicable VAT.
- 1.6 The Recipient will be required, on or about the date of this Agreement, to enter into Security over certain of its property in favour of the Authority to secure the obligations of the Recipient to the Authority under this Agreement.

- 1.7 Where the Recipient is an ESF Sponsor it shall also, as a condition of this Agreement cooperate fully with the Authority and provide the Authority with such assistance as the Authority requires in relation to any ESF Project which shall include (without limitation) complying fully with the ESF Sponsor Agreement.
- 1.8 In this Agreement capitalised terms shall have the meaning prescribed to them in Clause 21.

2. The Project Objectives

- 2.1 The Recipient shall use the GLA Royal Docks Funding only to meet the Project Objectives in relation to the Project in accordance with this Agreement.
- 2.2 The Recipient hereby warrants that it has sufficient resources, including competent and qualified personnel, financial resources, premises and other resources as necessary, to meet the Project Objectives fully in accordance with this Agreement.
- 2.3 The Recipient shall:
- (a) promptly and efficiently deliver the Project Objectives and complete the Project fully in accordance with this Agreement; and
 - (b) where the meeting of Project Objectives consists of the achievement of:
 - (i) Milestones, notify the Authority in writing immediately upon becoming aware that any Milestones are unlikely to be achieved fully in accordance with this Agreement: and
 - (ii) Deliverables, notify the Authority in writing immediately upon becoming aware that any Deliverables are likely to exceed or are likely to be less than the relevant agreed number of Deliverables set out in the Annex to Schedule 1.
- 2.4 Where the Project involves any element of urban design, sustainability, streetscape design and or architecture, the Recipient shall submit full details of such proposed design and/or re-design work to the Authority for its consideration and will co-operate and engage fully with the Authority to agree design dialogue arrangements to be followed (in accordance with available guidance issued or published by the Authority from time to time) in the procurement, commissioning and undertaking of agreed design and/or re-design work. To the extent that the undertaking of any agreed design and/or re-design work necessitates in the opinion of the Authority, the amendment of this Agreement all such amendment shall not be valid unless made in accordance with Clause 11.
- 2A. Designated Capital and Revenue Funding and Recipient's Contribution**
- 2A.1 The Recipient's chief finance officer or other officer validly authorised to act on his or her behalf has certified that of the GLA Royal Docks Funding: (a) ZERO pounds sterling (£0) will be used solely as a contribution to revenue expenditure; and (b) Two Million Eight Hundred and Thirty Thousand pounds sterling (£2,830,000) will be used solely as a contribution to capital expenditure, incurred in relation to the Project Objectives such certification being made on the basis that the Recipient's determination of capital expenditure accords fully with all laws and best practice, is estimated to deliver benefits that will accrue over a period of 10 years on average and on the basis that it will be recorded in the Recipient's accounts in this manner. A copy of the certification is attached at Schedule 7 to this Agreement.

2A.2 The Recipient shall ensure that it has secured the Recipient's Contribution on or before 31st March 2026. For the avoidance of doubt where the Recipient's Contribution comprises any sum(s) to provided by a third party such component sum(s) shall not be deemed secured unless a legally binding obligation to provide such sums is in place between the Recipient and such third party funder(s) evidence of which must be provided to the Authority on or before 31st March 2026.

3. Duration of Agreement and Funding breakdown

This Agreement shall commence on the date at the head of this Agreement and, subject to the provisions for early termination set out in this Agreement, shall continue in force until 8th February 2031.

4. Payment, Performance Monitoring and Repayment Arrangements

4.1 Subject to the Recipient complying with all of the terms of this Agreement, the Authority shall pay to the Recipient a sum not exceeding the GLA Royal Docks Funding, such payments to be made in accordance with the Funding Schedule and this Clause 4. For the avoidance of doubt the GLA Royal Docks Funding is capital funding and the Recipient shall not be permitted to make claims for GLA Royal Docks Funding in respect of revenue expenditure.

4.2 Where Project Objectives are to be met on a

- (a) Milestone basis the provisions of Part A of the Funding Schedule shall apply to and govern the Recipient's making of claims for and the Authority's making of payments of GLA Royal Docks Funding; and
- (b) Project Output basis, the provisions of Part B of the Funding Schedule shall apply to and govern the Recipient's making of claims for and the Authority's making of payments of GLA Royal Docks Funding.

4.3 The Recipient shall use all reasonable endeavours to secure income and/or additional funding for the Project from third parties ("Additional Funding") providing written evidence of the same to the Authority with each Project Monitoring Form. To the extent that Additional Funding is to be applied specifically toward any of the Project Objectives, the Authority may in its discretion reduce any further payments of the GLA Royal Docks Funding by an amount equivalent to that Additional Funding.

4.4 The Recipient shall undertake and report to the Authority on post-Project delivery monitoring and evaluation, evaluating the impacts and outcomes of the Project as follows:

- (a) first post-Project delivery monitoring and evaluation report to be supplied to the Authority on the date 6 months after the completion of the final Milestone (in accordance with, as a minimum, the requirements of the self-evaluation template set out at Schedule 8);
- b) second post-Project delivery monitoring and evaluation report to be supplied to the Authority on the date 3 years after the completion of the final Milestone (in accordance with, as a minimum, the requirements of the self-evaluation template set out at Schedule 8); and

- c) ongoing post-Project monitoring reports supplied to the Authority bi-annually commencing on the date 5 years after the completion of the final Milestone (in accordance with such requirements as the Authority shall notify the Recipient).
- 4.5 The Recipient shall also make all documents of its Sub-Grantees, suppliers and sub-contractors available to the Authority upon demand and procure access to such persons for the Authority and/or its agents, contractors or servants at any time for inspection visits, audit and scrutiny of the involvement of such persons in or about the Project and their respective contributions to the Recipient's delivery of Milestones and/or Project Outputs.
- 4.6 For the avoidance of doubt the Recipient hereby acknowledges that no further funding shall be provided in respect of such evaluation and warrants that the GLA Royal Docks Funding is sufficient in this regard.
- 4.7 The Recipient hereby acknowledges and agrees that:
- a) part of the GLA Royal Docks Funding **Five Hundred and Seventy-Three Thousand Pounds (£573,000)** shall be repaid by the Recipient to the Authority on or before **31st March 2031** in accordance with the repayment profile outlined in part C of Schedule 2; as a recoverable grant.
- Plus an additional amount up to **Two Hundred and Fifty Three Thousand (£253,000)** (*details of how much is spent, what percentage will be paid back in recoverable grant and how much is in workspace subsidies (direct to tenant) or community funding purposes (again direct to beneficiaries). This will be negotiated and details of repayment to be agreed by January 2022. The GLA reserves the right and has the final say on the terms of the repayment*). shall be repaid by the Recipient to the Authority on or before **31st March 2031** in accordance with the repayment profile outlined in part C of Schedule 2; as a recoverable grant.
- In total part of the GLA Royal Docks Funding **Five Hundred and Seventy Three Thousand Pounds (£573,000)** plus an additional amount up to **Two Hundred and Fifty Three Thousand (£253,000)** shall be repaid by the Recipient to the Authority on or before **31st March 2031** in accordance with the repayment profile outlined in part C of Schedule 2; as a recoverable grant.
- b) the Authority may at its discretion review the repayment details (prescribed in clause 4.7a) above on or before **December 2023 and March 2025** and the Recipient shall cooperate fully with the Authority in this regard, providing the Authority with all information, documents and access to such systems, employees, contractors and agents as the Authority deems necessary in this regard;
 - c) the repayment profile outlined in part C of Schedule 2 reflects the agreed timing in respect of receipt of funds relating to project undertaken using GLA Royal Docks Funding, any amendments to this Schedule will be in accordance with the requirements set out in Clause [12]; and

- d) such requirement to repay the GLA Royal Docks Funding and any other provision necessary to give effect to that requirement shall survive termination or expiry of this Agreement. In addition, any other provision of this Agreement which by its nature or implication is required to survive the termination or expiry of the Contract shall do so.

4.8 In the event that the Recipient fails to make any repayment(s) under this agreement whether in accordance with the detail specified by the Authority pursuant to clause 4.7 (where applicable) or otherwise interest shall accrue on such sum(s) at the interest rate of [three percent (3%) above the base rate of Bank of England**] from time to time on all sums due and payable under this Agreement from the due date until the date of actual payment (both before and after judgement as applicable). The interest accrued under these circumstances shall be in addition to any interest rates set out in part C of Schedule 2 of this Agreement. All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty-five (365) day year and compounded at monthly intervals. The parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Agreement in accordance with section 8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

5. Ineligible Expenditure

5.1 Without prejudice to the fact that the Recipient must only use the GLA Royal Docks Funding for the purpose of meeting the Project Objectives, the Recipient must not use monies paid to it by the Authority under this Agreement for:

- a) activities or objectives not listed in Schedule 1 or 2;
- b) recoverable input VAT incurred;
- c) any liability arising out of the Recipient's negligence or breach of contract;
- d) payments for unfair dismissal, constructive dismissal or redundancy to staff employed on fixed term contracts signed after June 1996, where this arises in respect of the expiry of that term without it being renewed; and/or
- e) the payment of any Ombudsman's award or recommendation as regards compensation for maladministration.

5.2 The list in Clause 5.1 is not exhaustive and other expenditure not listed in Clause 5.1 may also be ineligible for GLA Royal Docks Funding under the terms of this Agreement and various incorporated documents. The Recipient must consult the Authority if there is any doubt as to whether particular costs are eligible.

6. Financial Accountability

6.1 The Recipient must ensure that the requirements set out in this Agreement, and in any clarification or guidance issued from time to time by the Authority, are complied with. In particular the Recipient shall:

- a) agree in writing in advance with the Authority any changes to any of the

Project Objectives, Milestones and/or Projects Outputs;

- b) establish, implement and utilise effective monitoring and financial systems, so that as a minimum the costs funded by the GLA Royal Docks Funding can be clearly identified and the propriety and regularity of all payments and handling of the GLA Royal Docks Funding are ensured;
- c) notify the Authority of the monitoring and financial systems in place, and comply with the Authority's reasonable requirements for these systems;
- d) notify the Authority immediately if any financial irregularity in the use of the GLA Royal Docks Funding is suspected, and indicate the steps being taken in response. Irregularity means any fraud or other impropriety, mismanagement or use of funds for any purposes other than those approved;
- e) notify the Authority immediately if any other financial irregularity is suspected, and indicate the steps being taken in response;
- f) notify the Authority immediately if the Recipient is Insolvent, or if it has no reasonable prospect of avoiding Insolvency in the future;
- g) keep a record of all Expenditure Incurred together with full supporting evidence including (without limitation) copy invoices clearly showing Expenditure Incurred on the Milestones and/or Project Outputs or in the absence of such invoices contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by the Recipient's Chief Financial Officer) and Additional Funding received. All evidence of Expenditure Incurred such as original invoices, receipts, timesheets and other relevant documents must be kept for at least 6 years after the end date of the Project. The Authority and any person nominated by the Authority has the right to audit any and all such evidence at any time during the 6 years after the end date of the Project on giving reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Recipient's performance of the Project and the Recipient shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview;
- h) make (complying always fully with the requirements of the Data Protection Act 1998 and, from 25 May 2018 only, the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and all applicable regulations) all relevant data, information and documents available and provide access at any time for:
 - i) inspection visits and scrutiny of files by the Authority or any other public body undertaking an audit function (whether by itself or its contractors, servants and/or agents); and
 - ii) an external audit and review of the Project Objectives, Milestones and/or Project Outputs and of financial appraisal and monitoring

systems;

and cooperate fully with the Authority and/or anyone acting on their behalf or any other public body undertaking an audit function (whether by itself or its contractors, servants and/or agents) in this regard; and

- i) retain and maintain data and systems required (in the reasonable opinion of the Authority) for the verification of the delivery of Project Objectives, Milestones and/or Project Outputs providing the Authority with copies of and access to the same upon request; and
- j) notify the Authority in writing of any change in the identity of the Recipient's Representative.

6.2 No Capital Asset should be sold, charged, loaned or otherwise disposed of by the Recipient or cease to be used for the purposes of the Project without the prior written consent of the Authority which (if given) may be conditional on re-payment to the Authority of the relevant part of the GLA Royal Docks Funding and shall be subject to Clauses 6.5 and 6.6 below.

6.3 The Recipient shall procure the maintenance of an insurance policy with an insurer of good repute for every Capital Asset which must cover loss or damage for the full replacement value of those Capital Assets and (for the avoidance of doubt) in the event of any loss of or damage to any Capital Asset the Authority shall not be obliged to pay for its replacement or repair.

6.4 The Recipient shall keep a register of all Capital Assets which shall be accessible to the Authority its agents and auditors upon request at all reasonable times. Where the GLA Royal Docks Funding is used for the purchase of a Capital Asset such item or items must be included on the register of Capital Assets and the register shall include (for each Capital Asset):

- a) the date of purchase;
- b) a description sufficient to identify it;
- c) the purchase price excluding recoverable VAT;
- d) any third party interests or charges over the Capital Asset;
- e) the location of the documentation showing the Recipient's title to the Capital Asset; and
- f) date of disposal and sale proceeds (net of VAT).

6.5 Where a Capital Asset is disposed of (subject always to the Authority having consented to such a disposal being made) the Authority shall require the Recipient to reimburse the Authority with the actual or estimated open market value of the Capital Asset at the time of disposal less any necessary sale expenses reasonably incurred or where the Capital Asset was partly funded by the GLA Royal Docks Funding the Authority may require the reimbursement of the percentage of the net sale value which represents the initial GLA Royal Docks Funding contribution to the

purchase.

- 6.6 Unless otherwise agreed by the Authority all disposals of Capital Assets shall be at the best price reasonably obtainable based on an open market valuation evidenced in writing.

7. Breach of Conditions, Retention, Suspension, Withholding and Recovery of GLA Royal Docks Funding

- 7.1 The Authority may at its absolute discretion reduce, suspend or withhold GLA Royal Docks Funding, or require all or part of the GLA Royal Docks Funding to be repaid and, at its option, terminate this Agreement by giving written notice to the Recipient (with such termination to take effect either immediately or at the end of such notice period as the GLA may stipulate), if:

- a) the Recipient fails to comply with Clause 1.7;
- b) the Recipient fails to comply with Clause 2A.2 and/or apply the Recipient's Contribution to the Project Objectives Milestones and/or Project Outputs;
- c) in the Authority's opinion the Recipient fails to deliver or unsatisfactorily delivers the Project Objectives, Milestones and/or Project Outputs;
- d) there is a substantial change to the Project or the Project Objectives, Milestones and/or Project Outputs which the Authority has not approved, or any attempt is made to transfer or assign any rights, interests or obligations created under this Agreement or substitute any person in respect of any such rights, interests or obligations, without the prior consent in writing of the Authority;
- e) any information provided in the application for funding or in a claim for payment or in subsequent or supporting correspondence is found to be incorrect or incomplete to an extent which the Authority reasonably considers to be material;
- f) the Recipient fails to comply with any other term set out in this Agreement;
- g) the composition, ownership or control (save where control refers to the makeup of a London Borough Council's elected executive) of the Recipient changes, or the Recipient becomes Insolvent or is dissolved in any way;
- h) any other circumstances significantly affect the Recipient's ability to deliver the Project and/or meet the Project Objectives, Milestones and/or Project Outputs or result in or are in the reasonable opinion of the Authority likely to lead to the Project and/or the meeting of the Project Objectives, Milestones and/or Project Outputs as approved not being completed;
- i) insufficient measures are taken by the Recipient to investigate and resolve any financial irregularity or the Authority reasonably concludes the GLA Royal Docks Funding is at risk of being misapplied; and/or
- j) the Recipient fails to comply with the Authority's policies on sustainability and

accessibility from time to time in place in undertaking activity pursuant to the Project including (without limitation) those comprised in the London Plan (<http://www.london.gov.uk/priorities/planning/london-plan>)) ;

- k) the Recipient fails to provide the Authority upon request with:
 - (i) copy invoices clearly showing Expenditure Incurred on the Milestones and/or Project Outputs or in the absence of such invoices contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by the Recipient's Chief Financial Officer; or
 - (ii) documentary evidence verifying (in the opinion of the Authority) the delivery of the Project Objectives, Milestones and/or Project Outputs; and/or
- l) the acts or omissions of the Recipient, its contractors, agents, servants of any persons receiving grant funding from the Recipient might (in the reasonable opinion of the Authority) conflict with the objectives of the Authority, bring the Authority into disrepute or adversely affect the reputation of the Authority.

7.2 The Recipient shall notify the Authority immediately and provide the Authority with a full written explanation, if any of the circumstances in Clause 7.1 above arise.

7.3 If the Authority becomes entitled to exercise its rights under Clause 7.1, it may nevertheless decide not to exercise those rights, or not to exercise them to the fullest extent possible, or to delay in exercising those rights. Any decision not to exercise the Authority's rights under Clause 7.1, or to exercise them only partially or to delay in exercising them, may be made on conditions which will be notified to the Recipient provided always that any such decision by the Authority shall not prevent the subsequent enforcement of any subsequent breach of that provision, and shall not be deemed to be a waiver of any subsequent breach of that or any other provisions.

7.4 The Authority may also in addition to but without prejudice to its rights under Clauses 7.1 to 7.3 (inclusive) and at its sole discretion terminate this Agreement at any time by giving two calendar months' notice in writing to the Recipient.

7.5 In the event that the Authority exercises its right to terminate this Agreement under

- a) Clause 7.1:
 - i) the relationship of the parties shall cease and any rights granted under or pursuant to this Agreement shall cease to have effect save as (and to the extent) expressly provided for in this Clause 7.5;
 - ii) any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect;
 - iii) the Recipient shall promptly return to the Authority or dispose of in accordance with the Authority's instructions all information, other data and documents and copies thereof disclosed or supplied to the Recipient by the Authority pursuant to or in relation to this Agreement; and

- iv) the Recipient shall repay to the Authority upon demand such amounts of the GLA Royal Docks Funding paid to the Recipient prior to termination as it deems appropriate including (without limitation) such sums of the GLA Royal Docks Funding which are repayable pursuant to Clause 4 for and/or part C of Schedule 2;
 - b) Clause 7.4:
 - i) the provisions of Clause 7.5(a) (i) to (iii) shall apply; and
 - ii) the GLA shall pay the Recipient a pro-rated sum calculated by reference to Expenditure Incurred on or before the date on which notice is served under clause 7.4 and for which it has yet to invoice the Authority provided always that the Recipient provides the Authority with an invoice for the same with all supporting documentation required by the GLA in accordance with Clause 4 of this Agreement and the Funding Schedule.
- 7.6 Where the Authority exercises its right to reduce, suspend or withhold GLA Royal Docks Funding, or requires all or part of the GLA Royal Docks Funding to be repaid pursuant to Clause 7.1, where the sums in question relate to GLA Royal Docks Funding paid in respect of Project Outputs, the GLA Royal Docks Funding may be re-calculated based on the revised maximum number of Sustained Outcomes deemed achievable by the Authority (at its discretion) and multiplied by the Overall Unit Cost, regardless of the associated value of the volume of prior Project Outputs achieved at the date on which the GLA notifies the Recipient of its exercise of its Clause 7.1 rights, provided always that the Authority reserves the right to apply an alternative methodology to re-calculate the GLA Royal Docks Funding amount.

8. Procurement and State Aid

- 8.1 All procurement of works, equipment, goods and services shall be based on value for money and suitable skills and experience and conducted:
- a) using a fair and transparent documented decision making process taking account of public sector accountability and probity;
 - b) in accordance with all relevant law including the Public Contracts Regulations 2015 and GLA Contracts and Funding Code and in any event, where the Recipient is a London Borough Council, in accordance with its relevant contracting and/or procurement procedures and rules, which for the avoidance of doubt the Recipient hereby warrants are compliant with the aforementioned regulations and related best practice; and
 - c) in accordance with government best practice relating to procurement practices and procedures.
- 8.2 In accepting and disbursing the GLA Royal Docks Funding the Recipient shall comply with all applicable rules on State Aid and shall ensure that all requirements for any application of the Block Exemptions or notification and approval by the European Commission under such rules are met.

- 8.3 Unless otherwise notified by the Authority when utilising the GLA Royal Docks Funding to fund Relevant Aid to a Relevant Enterprise under the Project (whether directly by the Recipient itself or by funding the Relevant Enterprise in question to do so) the Recipient shall ensure that such aid is provided as "de minimis aid" in accordance with the De Minimis Aid Exemption.
- 8.4 In order to prevent any single Relevant Enterprise receiving aid in excess of the De Minimis Threshold (whether under the Project or otherwise from the Authority or any other public body or public source) the Recipient shall:
- a) obtain a completed De Minimis Disclosure Form from the Relevant Enterprise before allowing it to participate in the Project, providing it with any Relevant Aid or releasing any funding to it;
 - b) only provide Relevant Aid to a Relevant Enterprise when satisfied that doing so will not raise the total amount of Relevant Aid received by that Relevant Enterprise from the Authority or any other public body or public source above the De Minimis Threshold;
 - c) maintain copies of the De Minimis Disclosure Forms and information about the amount and nature of the Relevant Aid provided for a period (in each and every case) of ten financial years after the date on which the Relevant Aid is provided to the Relevant Enterprise in question; and
 - d) permit the Authority its auditors and agents access to the Minimis Disclosure Forms and to any other related records and information it considers necessary for assessing whether relevant State Aid rules have been complied with within ten (10) working days of a request for the same which the Authority may then disclose to the Department of Business Energy & Industrial Strategy and European Commission.
- 8.5 The Recipient shall notify the Authority when;
- (a) the value of Relevant Aid provided under the Project to any single Relevant Enterprise reaches the Relevant Aid Trigger Point; and
 - (b) the Recipient envisages that the Relevant Enterprise's continued participation is required in the Project.
- 8.6 Following the Recipient notifying the Authority in accordance with Clause 8.5, the Authority may consider what measures need to be implemented to ensure that any further Relevant Aid received by the Relevant Enterprise complies with State Aid rules, including (without limitation) directing the Recipient:
- a) not to provide the Relevant Enterprise with any further Relevant Aid;
 - b) to utilise the Block Exemptions or any other applicable exemption or European Commission notification and approval procedure.
- 8.6 If the Authority directs it to do so the Recipient shall itself complete a De Minimis Disclosure Form in respect of any portion of the GLA Royal Docks Funding utilised by the Recipient that the Authority considers to be Relevant Aid to the Recipient as

a Relevant Enterprise and shall fully cooperate with the Authority in utilising the Block Exemptions or any other applicable exemption or European Commission notification and approval procedure to comply with State Aid rules.

- 8.7 The Authority reserves the right to vary the requirements relating to State Aid in line with changes to relevant European legislation from time to time.
- 8.8 The Authority may monitor the Recipient's compliance with the requirements of this Clause 8 (where applicable).

9. Publicity and Intellectual Property

- 9.1 The Recipient shall ensure that publicity is given to the Project and the fact that the Authority, and/or the London Economic Action Partnership (LEAP) is financially supporting the Project. In acknowledging the contribution made by the Authority, the Recipient must comply with any guidance on publicity and/or branding provided by the Authority from time to time and the Authority's logos (in the form set out in Schedule 3) shall be used wherever possible including (without limitation) on hoardings/construction signboards.
- 9.2 All publicity generated by the Recipient referring to the Mayor of London, the Authority, and/or the London Economic Action Partnership (LEAP) and/or each of their respective names, logos or branding including (without limitation) all press and media releases must be approved in writing at least two weeks in advance of any release of publicity material (in any form) by the Authority's Representative. The Recipient shall also ensure that any proposals for any launch or other related publicity activity are approved in writing by the Authority at least one month before the date of such proposed launch or other related publicity activity.
- 9.3 The Recipient shall ensure that it does not by its own actions or omissions, or those of its contractors or agents, harm the Authority's reputation or bring the Authority into disrepute.
- 9.4 If any part of the GLA Royal Docks Funding is used directly or indirectly to purchase or develop any Intellectual Property Rights then the Recipient shall take all necessary steps to protect such rights and hereby grants a perpetual, royalty-free licence to the Authority to use the same for the purposes related to, and connected with, policies, initiatives and campaigns, and related to, or connected with, the Authority's discharge of its statutory duties and powers.

10. Agency

- 10.1 The Recipient is not and shall in no circumstances hold itself out as being the agent or partner of the Authority.
- 10.2 The Recipient is not and shall in no circumstances hold itself out as being authorised to enter into any contract on behalf of the Authority, or in any other way to bind the Authority, to the performance, variation, release or discharge of any obligation or power; or to make any statement on behalf of the Authority (unless approved in writing in advance).

- 10.3 The employees of the Recipient are not, shall not hold themselves out to be, and shall not be held out by the Recipient as being, employees of the Authority for any purpose whatsoever.

11. Amendment

The Recipient understands that amendments to this Agreement may be necessary in accordance with instructions and guidance issued by the Authority. No amendment to this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto, but the Recipient shall comply with any formal procedures for amending agreements which the Authority may have in place from time to time, and shall not unreasonably withhold or delay its consent to any amendment proposed by the Authority.

12 Review, Consultation and Final Report

- 12.1 In preparation for each of the Review Meetings (as that term is defined in Clause 12.2), the Recipient shall not less than 7 days before the date of the relevant Review Meeting submit to the Authority a report detailing the Recipient's activities in relation to meeting the Project Objectives, Milestones and/or Project Outputs.
- 12.2 The Recipient and the Authority shall meet to review the progress of the Project and the meeting of the Project Objectives, Milestones and/or Project Outputs ("Review Meeting") from time to time on a regular basis, at such times as agreed by the parties. Review Meetings will be organised by the Authority.
- 12.3 The agenda for the Review Meeting (which shall be attended by the Recipient's Representative) shall be informed by the Recipient's claims for payment and Project Monitoring Forms and shall include but not be limited to:
- a) the progress and delivery of the Project and Project Objectives, Milestones and/or Project Outputs against the Milestones, any risks which may have any cost, funding, programme delay or quality implications and/or which may affect the delivery of the Project Objectives, Milestones and/or Project Outputs or any part thereof fully in accordance with this Agreement and the action the Recipient proposes to take to prevent and/or mitigate such risks adversely affecting the Recipient's ability to deliver the Project Objectives, Milestones and/or Project Outputs;
 - b) the amount of Additional Funding secured by the Recipient;
 - c) the Recipient's proposals for publicising, branding and acknowledging the Authority's funding of the Project; and
 - d) any revisions that may be necessary to the Project Objectives, Milestones and/or Project Outputs for whatever reason.
- 12.4 Any variations to this Agreement that appear to be necessary as a result of a Review Meeting shall be made in accordance with Clause 11.
- 12.5 In addition to the Review Meetings, throughout the term of this Agreement, the Recipient shall:

- a) comply fully with the requirements set out at Schedule 10;
- b) cooperate fully with and provide the Authority and its agents including, but not limited to the IMS, servants and contractors with all information and assistance that it reasonably requests from time to time including (without limitation) participating in and supporting the Authority's evaluation of the Project;
- c) procure that its agents, servants and contractors cooperate fully with and provide the Authority and its agents including, but not limited to the IMS, servants and contractors with all information and assistance that it reasonably requests from time to time including (without limitation) participating in and supporting the Authority's evaluation of the Project and the Authority's Skills for Londoners Capital Fund and related programmes; and
- d) provide upon request the IMS with such information and materials as the Authority requests;
- e) take all steps necessary to facilitate the Authority and/or the IMS conducting visits to the site(s) of GLA funded activity as notified by the Authority from time to time; and
- f) enable attendance at and provide reasonable notice and meeting papers for project team meetings by the Authority or its nominee including (without limitation) the IMS.

13. Compliance with Legislation and Policies

13.1 The Recipient shall ensure that it, and anyone acting on its behalf, complies with the law for the time being in force in England and Wales, and in particular:

- a) shall take all necessary steps to secure the health, safety and welfare of all persons involved in or attending the Project;
- b) shall ensure it complies and its Sub-Grantees, suppliers and sub-contractors comply with the provisions of Bribery Act 2010 and all money laundering legislation and any guidance issued by the Secretary of State under the same (whether or not so obliged expressly by that act or such guidance); and
- c) shall have in place appropriate equal opportunities and complaints policy/procedures and shall not unlawfully discriminate against any person.

13.2 The Recipient warrants that it has or will obtain the necessary authority (legislative or otherwise) to deliver the Project.

13.3 Without prejudice and in addition to Clauses 13.1 and 13.2 the Recipient:

- a) shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;

- b) acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to demonstrate it has paid due regard to the need to:
 - (i) eliminate unlawful discrimination and harassment;
 - (ii) advance equality of opportunity between groups who share protected characteristics and those that do not, in particular, minimise disadvantage suffered by the equality groups; taking steps to meet the needs of equality groups that are different from the needs of others; encouraging equality groups to participate in public life or in any other activity (such as elected office or management positions) in which their participation is disproportionately low.
 - (iii) Foster good relations between people who share a protected characteristic and those that do not.

The protected characteristics noted in the Equality Act including: age, race, sex, disability, religion or belief, sexual orientation, gender reassignment, pregnancy and maternity. For the first tenet, marriage and civil partnership would also be applicable. In undertaking any activity concerning the Project the Recipient shall assist and cooperate with the Authority where possible in satisfying this duty in respect of the Authority's compliance with its duties under Clause 13.3(b); and

- c) shall assist and co-operate with the Authority where possible with the Authority's compliance with its duties under section 149 of the Equality Act 2010 and section 1 when it comes into force, including any amendment or re-enactment of section 1 or section 149, and any guidance, enactment, order, regulation or instrument made pursuant to these sections;
- d) shall (before the commencement of the Project):
 - (i) undertake Disclosure and Barring Service checks in respect of all persons engaged in or about the Project (by the Recipient, any agent, sub-recipient of GLA Royal Docks Funding, contractor or sub-contractor) where such persons shall be working with children or vulnerable persons or have access to personal data (as defined by the Data Protection Act 1998 and, from 25 May 2018 only, the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as applicable) concerning such children and vulnerable persons in relation as part of the Project; and
 - (ii) have in place (and maintain throughout the continuance of the Project) appropriate child and vulnerable persons safeguarding policies, which must, for the avoidance of doubt meet any requirements of the GLA's related policies in this place from time to time, including (without limitation) the GLA's Child Policy and Protection Procedures;
- e) shall if required by the Authority, ensure that the Project shall incorporate and be carried out in accordance with the Responsible Procurement Policy in which case, if requested by the Authority, the Recipient shall develop a responsible procurement plan (the "Recipient's Responsible Procurement Plan") setting out how the Recipient intends to carry out the Project in

accordance with the Responsible Procurement Policy, and the Recipient shall submit the Recipient's Responsible Procurement Plan to the Authority for approval, such approval not to be unreasonably withheld. The Authority shall monitor the Recipient's compliance with this clause and the Recipient's Responsible Procurement Plan, and any failure to comply with such requirements shall constitute a material breach of this Agreement; and

- f) shall if relevant to the Project be fully responsible for complying with all obligations on the part of the "client" contained in the Construction (Design and Management) Regulations 2015 and the Recipient shall indemnify the Authority in respect of all liabilities which the Authority may incur or suffer in relation to such Regulations.
- g) shall make reasonable efforts to utilise and adhere to the Authority's Sustainability Charter

https://www.london.gov.uk/sites/default/files/fe_capital_sustainability_charter_final_1_feb_2017.pdf

14. Liability and Insurance

- 14.1 The Recipient shall be liable for and shall indemnify and keep indemnified the Authority from and against any loss or damage incurred and any injury (including death) suffered and all actions, claims, costs, demands, proceedings, damages, charges and expenses whatsoever brought against the Authority and arising in connection with the management (including financial management) and delivery of the Project to the extent that such loss, damage, injury (including death), actions, claims, costs, demands, proceedings, damages, charges and expenses are due to the negligence of the Recipient or the default of the Recipient in carrying out its obligations under this Agreement.
- 14.2 The Recipient shall ensure that at all material times it maintains in force policies of insurance with an insurance company of long-standing and good repute in respect of:
 - a) public liability for a minimum amount of five million pounds sterling (£5,000,000.00) in respect of any one occurrence or a series of occurrences arising out of any one event; and
 - b) such other insurance as may be required in order to fulfil the conditions of this Agreement including (without limitation) employers liability insurance for the statutory minimum amount of cover.
- 14.3 The Recipient shall on the written request of the Authority from time to time allow the Authority to inspect and/or provide the Authority with evidence that it has all necessary policies of insurance in place.

15. Data Protection, Freedom of Information, Confidentiality and Transparency

- 15.1 The Recipient shall ensure that at all times it complies with its obligations under this Agreement in such manner so as to comply with the Data Protection Act 1998 (and,

from 25 May 2018 only, the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) and all applicable regulations including (without limitation) the maintenance of an appropriate registration with the Information Commissioner.

15.2 The Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) gives a general right of access to information held by a public authority. Subject to any exemptions applicable, the Recipient shall co-operate fully with the Authority as reasonably requested by the Authority in respect of any request for information made to the Authority in connection with this Agreement pursuant to the FOIA, EIR or other applicable legislation.

15.3 Subject to Clauses 15.2, 15.4 and/or 15.5 the parties shall keep confidential any information exchanged between the parties which either party has specified as confidential or which would be likely to prejudice the interests of either party commercially or otherwise.

15.4 The obligations under Clause 15.3 above shall not apply to:

- (a) information which at the time of disclosure is in the public domain;
- (b) information which is required to be disclosed by law (including the Parties' under the FOIA);
- (c) information which is disclosed with the consent of the disclosing party.

15.5 Both Parties acknowledges and agrees that the Authority:

- (a) is subject to the Transparency Commitment and accordingly, notwithstanding Clause 15.3 hereby gives their consent for the other Party to publish the Agreement Information to the general public; and
- (b) may in its absolute discretion redact all or part of the Agreement 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 relation to information requested under FOIA. The Authority may in its absolute discretion consult with the Recipient regarding any redactions to the Agreement Information to be published pursuant to this Clause 15.5. The Authority shall make the final decision regarding publication and/or redaction of the Agreement Information.

15.6 For the avoidance of doubt in the event that the Authority consents to the Recipient's disposal or cessation of use in the Project of any Capital Asset (pursuant to Clause 6.2) the Recipient shall ensure all data collected used or in any way related to or connected with the Project is erased (so that it cannot be recovered there from) from the Capital Assets to which such consent relates.

16. Entire Agreement

This document sets out the entire agreement between the parties and supersedes all prior oral or written agreements, arrangements or understandings between them. The parties acknowledge that they are not relying on any representation,

agreement, term or condition, which is not set out in this Agreement.

17. Force Majeure

- 17.1 Either party shall notify the other in writing of any Force Majeure Event as soon as it is aware of it.
- 17.2 Neither party shall be in breach of the Agreement by reason of any Force Majeure event. Each party shall bear their own costs arising as a consequence of the Force Majeure Event.

18. Governing law and jurisdiction

This agreement and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties 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).

19. Contracts (Rights of Third Parties) Act 1999

A party who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

20. Severance

If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected

21. Definition of Terms

In this Agreement the following terms shall have the following meanings:

- 21.1 **"Additional Funding"** has the meaning prescribed to that term in clause 4.3 of this Agreement.
- 21.2 **"Agreement Information"** means (i) this Agreement in its entirety (including from time to time agreed changes to the Agreement) and (ii) data extracted from the claims made under this Agreement which shall consist of the Recipient's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the claim amount;
- 21.3 **"Authority's Representative"** means any person nominated by the Authority from time to time to be its representative for any matters relating to this Agreement.
- 21.4 **"Block Exemptions"** the Commission Regulation 651/2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty of the Functioning of the European Union.

- 21.5 **"Certificate of Output Delivery"** means (where applicable) the certificate to be completed and submitted to the Authority in accordance with part B of the Funding Schedule 2, in the form set out Schedule 8 as amended by the Authority from time to time.
- 21.5 **"De Minimis Aid Exemption"** means the De Minimis block exemption (EC Regulation 1407/2013 of 18 December 2013 on the application of Article 107 and 108 of the Treaty of the Functioning of the European Union).
- 21.6 **"De Minimis Disclosure Form"** means the form attached at Schedule 4 or such other disclosure form as the Authority may on the giving of notice to the Recipient require it to use.
- 21.7 **"De Minimis Threshold"** means the ceiling on Relevant Aid provided under the De Minimis Block Exemption to a Relevant Enterprise as more particularly set out in the De Minimis Disclosure Form.
- 21.8 **"Deliverables"** means any deliverables including the Sustained Deliverables to be met by the Recipient and as may be set out in the Annex to Schedule 1 and/or to any annexure thereto and any amendment thereto agreed between the parties in accordance with clauses 11 and 12, and to be carried out in accordance with the undertakings set out in Schedule 1 and the achievement of which for the avoidance of doubt shall be measured by reference to Output and Outcomes Framework.
- 21.9 **"Output and Outcomes Framework"** means the Good Growth Fund Output and Outcomes Framework as amended from time to time and the current version of which can be found at <https://www.london.gov.uk/what-we-do/regeneration/funding-opportunities/good-growth-fund-supporting-regeneration-london>
- 21.10 **"ESF Project"** means projects funded by the European Social Fund.
- 21.11 **"ESF Sponsor"** means a person having entered into an ESF Sponsor Agreement with the Authority on the same date as having entered into this Funding Agreement.
- 21.12 **"ESF Sponsor Agreement"** means an agreement governing the Recipient's provision (as an ESF Sponsor) to the Authority (acting as agent for the Department of Work and Pensions in the award of European Social Funding) in such form as is issued by the Authority from time to time.
- 21.13 **"Capital Asset"** means any item of equipment or other asset which has a purchase value of five thousand pounds sterling (£5,000.00) or more and which on the date of its purchase by the Recipient has a useful life of more than three (3) years and is purchased wholly or partly out of the GLA Royal Docks Funding.
- 21.14 **"Expenditure Incurred"** means expenditure connected with the Project in respect of which the Recipient has received relevant goods and services, or in respect of which it has entered into contractual obligations, for which payment has been made or is due to be made.
- 21.15 **"Financial Year"** means the annual period from 1 April to 31 March.

21.16 **"FOIA"** has the meaning given to it in Clause 15.2.

21.17 **"Force Majeure"** means any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Party relying on the Force Majeure Event ("Affected Party") to perform its obligations in accordance with the terms of the Agreement but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact .

21.18 **"Funding Schedule"** means the schedule of payments agreed between the parties as set out in Schedule 2 to this Agreement

21.19 **"GLA Royal Docks Funding"** means a sum of up to [*Two million eight hundred and thirty thousand*] pounds sterling (£2,830,000) to be paid to the Recipient by the Authority in accordance with the terms and conditions of this Agreement.

21.20 **"IMS"** refers to any independent monitoring surveyor, acting on behalf of the Authority from time to time.

21.21 **"Insolvent"** means:

- where the Recipient is an individual (or if more than one individual than any one of them):
 - (a) the subject of a bankruptcy petition;
 - (b) is the subject of an application for an interim order under Part VIII of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002;
 - (c) enters into any composition, moratorium or other arrangement with its creditors, whether or not in connection with any proceeding under the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002; and
- where the Recipient is a body corporate (or if more than one body corporate than any one of them):
 - (a) a proposal for a voluntary arrangement is made under Part 1 of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or the Directors of the Recipient 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 by the Insolvency Act 2000 and the Enterprise Act 2002 or the Directors of the Recipient 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 its property (or part of it) is appointed;
- (d) a resolution for its voluntary winding up is passed under Part 1V of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or a meeting of its 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 its winding up is presented to the court under Part IV or by virtue of Part V of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or a resolution is passed that it be wound up;
- (f) an application is made under section 895 of the Companies Act 2006 or a proposal is made which could result in such an application;
- (g) entry into or a proposal to enter into any arrangement, moratorium or composition (other than any referred to above) with its creditors; or
- (h) the dissolution or removal from the Register of Companies of the Recipient or it ceasing to exist (whether or not capable of reinstatement or reconstruction).

21.22 **"Intellectual Property Rights"** means copyright, patents, registered and unregistered trademarks, registered and unregistered designs and all other industrial and intellectual property rights anywhere in the world whether registered or unregistered and including any applications for any of those rights

21.23 **"Milestones"** means the milestones for the Recipient's fulfilment of the Project Objectives set out in part A of Schedule 2.

21.24 **"Output Related Funding"** means (where applicable) the any GLA Royal Docks Funding paid in respect of Project Outputs as may be set out in Part B of Schedule 2.

21.25 **"Outputs Value Return"** means (where applicable) the return confirming Outputs delivered in a quarterly claim period and cumulatively from which, using the Unit Rates, the claim amount for the Quarter will be calculated as well as the cumulative amount claimed to date in the form set out at Schedule 5(c) as amended by the Authority from time to time.

21.26 **"Project Outputs"** means (where applicable) any outputs including the Sustained Outcomes to be met by the Recipient and as may be set out in the Annex to Schedule 1 and/or to any annexure thereto and any amendment thereto agreed between the parties in accordance with clauses 11 and 12, and to be carried out in accordance with the undertakings set out in Schedule 1.

21.27 **"Project"** means The Factory Project.

- 21.28 **"Project Monitoring Form(s)"** means the form(s) to be completed and submitted to the Authority by the Recipient under Clause 4.2 and which shall take the form of the template set out at Schedule 5a.
- 21.29 **"Project Objectives"** means the objectives to be met by the Recipient as set out in Schedule 1, including (without limitation the Deliverables) and any amendment thereto agreed between the parties in accordance with clauses 11 and 12, and to be carried out in accordance with the undertakings set out in Schedule 1.
- 21.30 **"Quarter"** means the following periods in the relevant calendar year (i) 1 April to 30 June, (ii) 1 July to 30 September, (iii) 1 October to 31 December and (iv) 1 January to 31 March.
- 21.31 **"Recipient's Chief Financial Officer"** has the meaning given to it in paragraph 1 of Part A of Schedule 2.
- 21.32 **"Recipient's Representative"** means the representative of the Recipient responsible for ensuring the effective delivery and management of the Project whom as at the date of the commencement of this Agreement is Nicholas Hartwright.
- 21.33 **"Recipient's Responsible Procurement Plan"** has the meaning given to it in Clause 13.3(e).
- 21.34 **"Relevant Aid"** means any financial or non-financial aid or assistance provided to a Relevant Enterprise incusing (without limitation) any capital or revenue grant payments any diagnosis and/or consultancy services and/or training services provided to a Relevant Enterprise and/or its employees at less than market value and subsidies towards the normal operating costs of the Relevant Enterprise any guarantees against any of its liabilities and loans charged at less than market interest rates (in the case of novel or contentious forms of aid and assistance the Recipient should seek the Authority's advice).
- 21.35 **"Relevant Aid Trigger Point"** means unless the Authority notifies the Recipient otherwise the value of the Euro equivalent (at the date of this Agreement) of fifty thousand pounds sterling (£50,000.00) of Relevant Aid provided by the Recipient to a Relevant Enterprise within the last three consecutive financial years.
- 21.36 **"Relevant Enterprise"** means an entrepreneur sole trader partnership firm of business (whether incorporated or not) or other body (public or private) undertaking activities of a commercial character or conducted with a view to profit or providing goods and services in an environment for which there is a commercial market but (for the avoidance of doubt) excluding aid and assistance to children young people and adults in education unemployed persons apprentices persons on work placements and employees where the Relevant Aid provided does not directly assist their employer.
- 21.37 **"Responsible Procurement Policy"** means the GLA Group Responsible Procurement Policy in place from time to time and the current version of which can be obtained from

https://www.london.gov.uk/sites/default/files/gla_group_rpp_v7.12_final_template_for_web.pdf.

- 21.38 **"Review Meeting"** has the meaning given to it in Clause 12.2.
- 21.39 **"State Aid"** means aid defined by the Treaty of the Functioning of the European Union, Article 107(1). It is granted through state resources in any form which could distort competition and affect trade by favouring certain undertakings or the production or certain goods is incompatible with the common market unless the Treaty of the Functioning of the European Union allows otherwise.
- 21.40 **"Schedule"** means a schedule to this Agreement which shall form part of this Agreement as if set out here.
- 21.41 **"Statement of GLA Royal Docks Funding Expenditure"** means the statement to be provided by the Recipient to the Authority in accordance with section 1 of Part B of the Funding Schedule setting out full details of Expenditure incurred on the Project and in respect of which claims for GLA Royal Docks Funding have been made [in the previous Financial Year], which shall be accompanied by copy invoices clearly showing Expenditure Incurred on the Project Outputs or in the absence of such invoices contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by the Recipient's Chief Financial Officer in the form set out in Schedule 7 as amended by the Authority from time to time.
- 21.42 **"Sub-Grantee"** means any person which the Recipient funds in whole or in part from the GLA Royal Docks Funding.
- 21.43 **"Sustainability Charter"** means the Authority's policies and guidance on sustainability as comprised in the Sustainability Charter
https://www.london.gov.uk/sites/default/files/fe_capital_sustainability_charter_final_1_feb_2017.pdf
- 21.44 **"Sustained Deliverables"** means any deliverables including the Sustained Deliverables to be met by the Recipient and as may be set out in the Annex to Schedule 1 and/or to any annexure thereto and any amendment thereto agreed between the parties in accordance with clauses 11 and 12, and to be carried out in accordance with the undertakings set out in Schedule 1.
- 21.45 **"Sustained Outcomes"** means (where applicable) any outputs or outcomes which by their nature are to be measured over a sustained period as may be set out at Annex 1 to Schedule 1.
- 21.46 **"Transparency Commitment"** means the Authority's commitment to publishing its agreements, contracts, tender documents and data from invoices and claims received in accordance with the Local Government Transparency Code 2015 and the GLA's Contracts and Funding Code.
- 21.47 **"Unit Rates"** means (where applicable) the values associated with each specific Project Output as set out in Schedules 1 and/or 2 or any annexure thereto.

22. A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of this Agreement.

IN WITNESS OF THE ABOVE the parties have executed and delivered this Funding Agreement as a deed on the date written at the head of this document.

This Agreement may be executed by the electronic application of their authorised signatories' signatures and provision of electronic copies of the same.

The Corporate Seal of the)
GREATER LONDON AUTHORITY)
hereto affixed is authenticated by:)

.....
(Signature of Authorised Signatory)

.....
(Print Name)

.....
(Date)

Executed as a Deed by The Factory Project Limited acting by [REDACTED], a
Director

[REDACTED]
(Print Name)

16.02.2021
.....
(Date)

In the presence of (Name and Address of Witness): ..

(Signature of Witness)

(Print Name)

16 / 02 / 2021

(Date)

Schedule 1

Project Objectives

THE FACTORY PROJECT

Project Summary

The Factory Project Ltd aims to bring about positive regeneration over the long-term through the provision of affordable and flexible space. This will be achieved by introducing affordable workspace, alongside other resources and facilities whilst retaining industrial buildings and uses. This project aims to deliver the London Borough of Newham's 'Inclusive Economy Strategy' to ensure fair distribution of economic growth locally.

The Factory Project will help local partnerships form on site and in the borough. It is a mixed-use scheme that will develop a hub of enterprise, civic infrastructure, support small businesses, create new workspace, and will help to boost the local economy by creating 180 new jobs, safeguarding 15 jobs and training for new skills. This will provide spaces for use of the local community and to create new cultural offerings in the borough which will play a strong role in transforming North Woolwich. Underpinning the Royal Docks programme is the Borough of Newham's 'Community Wealth Building Strategy'. The Factory Project Ltd will employ local people and provide good quality training to allow local employee teams to run and operate on site as well as improve access to opportunities at other sites across the borough. The project plan forecasts 86 individual units for creative users and businesses with employment opportunities at all stages of the project.

The Factory Project has an agreement (subject to contract) with Tate & Lyle to repurpose and activate the vacant buildings on the Thameside Industrial Estate, West End of Thames Refinery, Factory Road.

Royal Docks Good Growth capital funding will be used to pay for refurbishment and fit out of the existing buildings which are currently in a state of decay and require substantial enabling and fit out works.

A percentage of revenue from rental income after costs will be reinvested in the project for further fit out, management, marketing and subsidised community space for events.

Project Objectives

ACTIVITIES	BRIEF DESCRIPTION
1. Develop civic infrastructure	Indoor and Outdoor Event spaces throughout the site will be offered to the community to use and to host free events.

2. Back small business	Space will be offered at an affordable rate, and business support, training and advice will be offered. The Factory Project Ltd are sourcing partners to create: • An office for the delivery partner to hold meetings and have a dedicated premise in the project. • Free use of event areas for business workshops, networking events and mentoring sessions. • Printing and IT resources with fast internet for research as well and to enable start up to carry out marketing and maintain websites and social media accounts. • Provide a staffed hub through our on-site employees, to facilitate introductions. • have a noticeboard (virtual and/or physical) to enable the sharing of expertise and resources. • Invite relevant and interesting businesses and organisations to hold events and discussions at the project, sharing their stories. • The focus will not be solely on enabling people to start a new business but also on allowing people to transition from one career to another and to enable them to reach the next stage of their particular development. • Tap into existing facilities such as banks and local authority resources available to people in the community
3. Secure and create workspace	Over 100,000 square ft of new affordable workspace will be created. Two existing charities based on the site will be secured and their facilities improved.
4. Build tech for good	Not applicable
5. Local economies	Creating a large-scale affordable workspace provision in North Woolwich will instantly provide space as well as connections and support for the local supply chains.
6. Build skills and employability	The Factory Project Ltd will encourage tenants to employ local people through apprenticeships and work placement schemes. And work with partnerships such as A New Direction and Create Jobs & NWES who support and develop individuals that are underrepresented in the creative and digital industries. Tenants would be asked to sign up to: • Take part in annual open days where studios are opened up for local people to see makers in action • Give 'time back' through additional community projects (at a minimum x2 per year).
7. Deliver community-led regeneration	The Factory Project Ltd has offered space on site for local community groups to use and access. They will

	also work alongside Community Food Enterprises and Community Links on their long-term ambitions and on ways to connect with other similar organisations.
8. Enhance public space	A new food and beverage offerings will be created in an area that currently does not have many options. Previously inaccessible outdoor spaces that open onto the River Thames will be used by the public through food markets, music events and film screenings.
9. Share culture	Cultural events will be curated throughout the project, from art exhibitions, to film screenings, music nights and theatre shows.
10. Climate Emergency	Re using and improving existing building structures, Single use plastic will not be used in the event spaces, tenants will be encouraged to commute to the site via public transport. Secure bicycle sheltered parking will be provided. Build will use recycled and sustainable materials wherever possible. Sustainable / Green energy used throughout the site. And we are in discussions with RDLAC about utilising parts of the site for their Grass Routes project (green walls, roof etc) and Safe removal of hazardous materials.
11. Other	The Factory Project will commit to training and community programmes as outlined elsewhere in this document and work to use the project as a way to support wider regeneration activities in the Royal Docks.

The project automatically pilots change in an area currently undergoing huge regeneration.

Design Management Arrangements

The Factory Project will be managed by The Factory Project Ltd, the team behind This Is Projekt Ltd, who have extensive experience of repurposing underused buildings for workspace and event space (examples provided in appendices). The site has already undergone significant pre-bid planning, design, consultancy cost planning and feasibility studies all of which have been successful in proving the viability of this particular project and all copies of briefs, procurement, design cost plans quotes and survey reports are included.

Beep Studio are a specialist architecture and design firm based in London who have been appointed to carry out an initial feasibility assessment on the fit out for the buildings in consultation with potential tenants. Beep will likely be appointed for the delivery stage too. All proposals will be developed in consultation with tenants, the Borough of Newham and the GLA.

An initial concept and design following surveys of the site has been prepared by the project management team with the input of Tate & Lyle and Beep Studio and prospective partner bodies. Design management review arrangements will be agreed with the GLA and project team in the next stage.

Initial stage of capital works

Once on site, there will be a period during which there will be works to remove asbestos and ensure the buildings are fit for fitting-out. During that period the initial concept and design will be finalised and that would be the optimum time for a design review. This will enable the review to be done with

knowledge of the site and the physical condition and layout as well as with the input of the contractors and architects. At that stage The Factory Project will incorporate any suggestions and requirements into the scheme. *Please see application appendices for architect's pack, surveys and reports alongside quotes and estimates relating to brief and procurement.

*Please refer to guidance notes. The information for this table should be based on the relevant section of the application – you will need to review and develop based on the specifics of your project. You will also need to refer to, and include, the development to delivery milestone in schedule 2.

For further information on the project please refer to the application form available upon request.

Achieving Social Value and EDI - Action Plan

The Mayor's equality, diversity and inclusion (EDI) strategy 'Inclusive London' sets out the future of London as a diverse, inclusive and integrated city, where everyone should be able to reach their full potential and prosper. The creation of diverse and accessible local places and economies are key aims of the Good Growth Fund, and the GLA is committed to work with their delivery partners through the fund to encourage social integration and champion inclusive growth in London. The Mayor and the GLA must have due regard to the need to eliminate unlawful discrimination, harassment and victimisation, and to advance equality of opportunity and foster good relations between people who share a protected characteristic and those who do not. Projects awarded funding will be required to meet the Public Sector Equality Duty and the Public Services (Social Value) Act 2012 and demonstrate this through regular reporting of progress.

With reference to the accompanying guidance notes, and using the template below, please outline the impact your project will have and how it will achieve social value for its proposed beneficiaries, and how as an organisation you will take steps to address equality, diversity and inclusion principles within the operation of your business. Where applicable you should outline how you propose to remove or minimise disadvantages suffered by people due to their protected characteristics, take steps to meet the needs of people from protected groups where these are different from the needs of other people and encouraging people from protected groups to participate in your project. Furthermore, please outline how you intend to monitor the impact on these different equalities groups' including disadvantaged groups and excluded groups.

To ensure the table is focused we recommend selecting five priorities areas related to the project, and five priority areas related to your organisation. Key actions relating to achieving social value and EDI should also be recorded in the milestone and funding schedule.

[PLEASE COMPLETE THE FOLLOWING TABLE AND IDENTIFY FIVE PRIORITY AREAS FOR EACH SECTION - PLEASE DELETE THE EXAMPLES IN ITALICS SHOWN AND REPLACE WITH AGREED OBJECTIVES]

Objective	Current position/ Baseline	Action/ Task	When	Person responsible/ Resource Required	Measure of success
Project Objectives - Achieving Social Value					
1 A suitable Community Outreach representative (COrE) for all engagement activities maintaining equalities and diversity representation Collaborate with groups (with protected characteristics) within the	No engagement or collaboration taken place to date.	Appoint a suitably experienced consultant (community outreach representative (COrE)) to develop and carry out engagement activities. (E.g. Natalie Dinsmore). Identify key engagement	2021: Identify role of COrE and incorporate into project management personnel. 2022-2031: Monitor effectiveness and review	Ops Group to agree job description and appoint the COrE. COrE to make contact with Royal Docks.	As compared to the baseline, an increase in the number of applications representatives of the diverse community for purpose to rent space, hold and attend events.

	existing community as part of the development, delivery and legacy of the project		activities as part of the design brief, construction plan, operation, and management of the finished project Ensure broad representation of local communities, including from diverse backgrounds and groups with protected characteristics. Ensure balance in different voices (new and existing communities, across age ranges, backgrounds and abilities. Liaise with the Royal Docks team to participate in local events and access contacts and details for targeting.	each year to ensure effective approach. Consider need for separate resource (part time if applicable) to develop the CORE role		Number of successful networking events with attendees from the targeted community.
2	Host networking events which target people of all communities and protective characteristics.	No engagement or collaboration taken place to date	Promote networking events which appeal to all parts of our local community in particular Black and Asian ethnicity and women. Establish contacts in the community to consult with.	As and when events are scheduled .	Joel Davies / Events team, monitored by Ops Group.	As compared to the baseline, provide the number of successful networking events with attendees from the targeted community. As compared to

			If demand is expressed programme an events within 2022. Carryout our exit questionnaires on events to receive suggestions and ratings. Make the questionnaires in an accessible manner. If there is no increase in proportion of enquiries made by BAME groups over time, ascertain the reason and address with representatives.			the baseline, increased enquiries made from diverse parts of the community.
3	Support mental health for entrepreneurs through space and facilities to work flexibly.	No engagement or collaboration taken place to date. No such users on site at the moment.	Invite tenants to contribute to diversity monitoring. Educate staff to be aware of the requirements of people for space so that we can help users find a space that suits where alternatives are not widely available; Increase engagement by advertising and word of mouth to promote space to users who are at risk from the pandemic and isolation and have	Years 2 (after opening) and onwards.	Building manager and property team, monitored by Ops Group.	Subject to permissions , after each full year of operation of the site, show an increase in the number of people with previously unsatisfactory working space which are able to use facilities at The Factory Project.

			unsatisfactory working space at home (due to sub-standard housing or competing space requirements with school age children).			
4	Incorporate needs of disabled users in our design.	No engagement or collaboration taken place to date	We have already budgeted for a lift to be installed. Provide the resources needed and then task the CORE to consult with disabled user groups to request what they require and incorporate that where possible.	During months 3-12 of the project.	Design Team to apply relevant professional skill. Involvement of the CORE regarding groups to consult and consider. In any event comply with any relevant legislation (DDA etc). Ops Group to provide resources to CORE.	The design team will be asked to confirm that it has considered the requirements and requests of disabled users as revealed by our consultation.
5	Provide space to Community Food Enterprise ("CFE") (a charity) to allow the continued provision of quality food to disadvantaged users	CFE on site in un-refurbished premises.	Correctly treat, contain and remove asbestos from the project and refurbish the CFE space and provide enhanced decoration and functionality for CFE and their visitors. Provide rent free space.	From the start of the project CFE shall be consulted.	Building manager and property team, monitored by Ops Group.	The continued presence of CFE on site after refurb works. Such presence to be rent-free (excluding service costs).
6	Provide space to Links Event Solutions (a charity) to allow the continued provision of support services to	Links Event Solutions are on site.	Refurbish environments and provide enhanced decoration and functionality for Links Event	From the start of the project Links Event Solutions shall be consulted	Building manager and property team, monitored by Ops Group.	The continued presence of Links Event Solutions on site after refurb works.

	social enterprises.		Solutions and their visitors. Provide rent free space.			Such presence to be rent-free (excluding service costs).
Organisation Objectives - Addressing Equality, Diversity & Inclusion						
1	Ensuring there is awareness of the 'Access to Work Scheme'	There is no data currently collected on ethnicity, faith etc (Data to be reviewed in line with the Equality Act 2010) There are no links with educational institutions or local communities	Bring to the attention of staff and potential employees the govt Access to Work Scheme. Link here. Promote awareness to our users. By including in our tenant documents and welcome packs.	Discuss the actions and progress at Operations Committee meetings each quarter.	Property team to add in documents.	Number of users which have received information regarding Access to Work and are aware The Factory project supports the scheme.
2	Maximise project opportunities for those with a disability	The Factory project is a new company and has no employees at this date.	Promote within the organisation attitudes and systems to maximise within the project opportunities to employ disabled staff. Bring to the attention of senior management and staff the Disability Confident employer scheme Link here. Discuss with the team the content of the pack and how we can support them in feeling confident. Add into employee pack	Within months 3-6 of year 1 of the project.	Ops Group to add in documents	Record the number of employee pack schemes disseminated containing details about the scheme. Record the number of prospective employees identified through any job application form who would benefit from the scheme. Confirmation in each case that The Factory Project has identified, discussed with the

			details of the scheme. Identifying who would benefit from the scheme through the application process.			applicant and considered and offered implementation of improvements or changes to make the role suitable.
3	Promote apprenticeships	No apprentices on site or in The Factory Project.	Promote apprenticeships on site by the project and users. Require all users to consider apprenticeships and pay interns. Increase awareness amongst staff and management of the project about apprenticeships and opportunities for apprentices. Share information amongst users of the project.	Ops Group to designate researcher and info to be shared in pack for users and for staff. Research to be updated and monitored regularly. Set search reminder to flag up changes to regulations and new schemes.	Building manager responsibility monitored by Ops Group.	Confirmation of the number of users of The Factory Project and staff are aware of the apprenticeship scheme through sharing of information.
4	Promote Basic and advanced digital skills to all users.	Limited internet service to existing users (CFE and Links Event Solutions).	Fast internet available for use by all users and visitors throughout the buildings and event spaces. Contract for data installation within relevant timescale.	Assess anticipated usage of users and ensure that capacity and ability to share is included within the buildings at the design stage year 1.	Design team and Ops Group.	The installation and availability of fast high-quality internet service. Capture detail of users through their ability to sign onto Wi-Fi.

Annex to Schedule 1

PLEASE INCLUDE A BRIEF DESCRIPTION HERE OF HOW EACH DELIVERABLE RELATES TO THE SPECIFIC ACTIVITIES OF THE PROJECT – e.g. 1250 m2 of commercial space will be created as part of the refurbishment of building XXXX, or 100 people will actively participate in the project as part of the partnership working with local school/community group XXXX

Project Outputs

<u>Outputs</u>	Baseline	Target	Monitoring Approach Overview	Information Collected	Frequency
	<i>Where applicable include a baseline figure</i>	<i>What is your overall aim against this Deliverable?</i>	<i>Please insert a brief description of the approach you will take</i>	<i>List monitoring & verification information you intend to collect</i>	<i>At what frequency will this information need to be provided to the Royal Docks Delivery Team?</i>
Sense of belonging to an area	20 employees on site. Approx. 5% of full capacity users. They identify as local.	Aim to have 50% of users identify as local and belonging.	Entry survey. Exit survey. Compare to Baseline	Survey tenants each year to ask about employment stats – number of jobs, whether new or existing, whether residents of the Borough and whether full or part time	Annual monitoring survey.
New jobs created	No jobs.	40 new roles. 10 during the construction phase and then 30 new roles as part of new users of The Factory Project facilities.	Number of people progressing in work over the 10-year period	Survey tenants each year to ask about employment stats – number of jobs, whether new or existing, whether residents of the Borough and whether full or part time	Annual monitoring survey.
Increase in visitor satisfaction %	No visitors so nil % satisfaction		Survey visitors and ask our manager and staff to ask visitors to fill in a short questionnaire.	Survey visitors to ask about their experience.	Rolling survey on the door and in the lobby (followed up by email where their contact details are available). Collated each year.
Increase in footfall %	Nil visitors if excluding business visitors to CFE and Links Event Solutions	Increase to 1000 unique users a year.	Co-operative with users and event organisers. Requires users to submit details. Fire logs to be collected and collated for monitoring	Sign in and sign out visitor logs. Email and newsletter sign up. Attendee lists for events. Ask users to supply information	
Number of businesses receiving support	2	86	Tenant lists to be kept up to date.	Tenant details can be obtained from management and accountancy package	Annual list of tenants (and movements) in the year to be collated.
Amount of commercial / business space being created or	100,000 sq. ft of which 62,000 is commercial lettable space and the balance is outdoor yard space.	100,000 sq. ft	Schedule of lettable areas to be collated and maintained.	Schedule of lettable areas to be collated and maintained.	Schedule of lettable areas to be collated and maintained.

improved (m2)					
Increase in business turnover (£ or %)	£0	£14.5m total turnover for The Factory Project over the project period	Statutory accounts required to be prepared.	Statutory accounts required to be prepared.	Each relevant accounting periods.
Cultural events	Nil	30 per annum	Co-operative with users and event organisers. requires users to submit attendees details. Sign in records to be collected and collated for monitoring	Lists of names and locality and contact details of attendees. Verification by photographs and Photographs/ attendee list Artwork, flyers, reviews, feedback. Press etc	Collate a list of events, organisers and nature each year.
Community events	Nil	20	Co-operative with users and event organisers. requires users to submit attendees details. Sign in records to be collected and collated for monitoring Invited y online platforms with rsvp function (e.g. Eventbrite) or by flyers and signing in at the desk. We will require third party organisers to be responsible for carrying out and supplying to us the data.	Lists of names and locality and contact details of attendees. Verification by photographs and Photographs/ attendee list Artwork, flyers, reviews, feedback. Press etc	Collate a list of events, organisers and nature each year.
Sense of belonging to an area	20 employees on site. Approx. 5% of full capacity users. They identify as local.	Aim to have 50% of users identify as local and belonging.	Entry survey. Exit survey. Compare to Baseline	Survey tenants each year to ask about employment stats – number of jobs, whether new or existing, whether residents of the Borough and whether full or part time	Annual monitoring survey.
New jobs created	No jobs.	40 new roles. 10 during the construction phase and then 30 new roles as part of new users of The Factory Project facilities.	Number of people progressing in work over the 10-year period	Survey tenants each year to ask about employment stats – number of jobs, whether new or existing, whether residents of the Borough and whether full or part time	Annual monitoring survey.

Increase in visitor satisfaction %	No visitors so nil % satisfaction		Survey visitors and ask our manager and staff to ask visitors to fill in a short questionnaire.	Survey visitors to ask about their experience.	Rolling survey on the door and in the lobby (followed up by email where their contact details are available). Collated each year.
Increase in footfall %	Nil visitors if excluding business visitors to CFE and Links Event Solutions	Increase to 1000 unique users a year.	Co-operative with users and event organisers. Requires users to submit details. Fire logs to be collected and collated for monitoring	Sign in and sign out visitor logs. Email and newsletter sign up. Attendee lists for events. Ask users to supply information	
Number of businesses receiving support	2	86	Tenant lists to be kept up to date.	Tenant details can be obtained from management and accountancy package	Annual list of tenants (and movements) in the year to be collated.

Schedule 2

Funding Schedule

Part A: Milestone Related GLA Royal Docks Funding

1. In addition and without prejudice to its other reporting obligations, on achievement of the Milestones and in any event no less than **once per quarter**, the **Recipient shall submit a claim form in the form set out at part b of Schedule 5** (with supporting evidence of Expenditure Incurred on the Project Objectives including copies of third party invoices, and/or contract documents and transaction listings from the Recipient's finance management system) and certified as true and accurate records of such expenditure by its statutory chief financial officer (which shall mean where the Recipient is a London borough council including, without limitation, the Royal Boroughs, the City of Westminster and Corporation of London, the officer of the Recipient who is responsible for the proper administration of its financial affairs pursuant section 151 of the Local Government Act 1972 (Recipient's Chief Financial Officer) or where the Recipient is not a London borough council, such officer validly authorised to act in such capacity on the Recipient's behalf) to the Authority for the appropriate amounts as set out in the Funding Schedule for the relevant Milestone such claims to be accompanied by:
 - (a) a written report detailing progress in meeting the Project Objectives, the application of the Recipient's Contribution to the Project Objectives and its efforts to secure and the details of any Additional Funding secured together with such evidence and other information as the Authority may reasonably require (in the form of the forms set out at part a of Schedule 5); and
 - (b) such other evidence and information as the GLA may require from time to time (as set out in the Funding Schedule or otherwise)
2. The Authority shall make payment to the Recipient, or as otherwise directed in accordance with the Funding Schedule, within 30 days of receipt of valid invoices which the Recipient may issue following the approval by the Authority of valid claim forms submitted in accordance with paragraph 1 above.
3. Prior to the releasing of funds The Factory Project must supply copies of contract & any copies of invoices upon request of the Royal Docks Delivery team. Royal Docks Governance will conduct quarterly reconciliation of funds, before releasing the next instalment.
4. Planned and spot check audit visits may be conducted by the Royal Docks Team Project Manager to inspect the progress of work being carried out at any given point in time.
5. The Factory Project must agree to a set-up of regular meetings with the Royal Docks Team and should occur no less than a once-a month. These meetings will be to 'check in' and provide project updates to the Royal Docks Team followed by discussions as deemed appropriate by the Royal Docks Team.
6. Regular correspondence will be made with Tate & Lyle to ensure the minimum satisfactory progress is being made.
7. Any variations made by The Factory Project must be communicated with the Royal Docks Team by written email and must be agreed prior to implementing change. These include introduction of new workstreams or divergence from the proposed and agreed schedule of work.
8. The Royal Docks Team may request to see evidence of quotes received for selected items in the agreed programme in order to satisfy itself value for money is being delivered.

- Evidence of [REDACTED] scope and appointment as CA on both the main contract and for the asbestos contract before first payment
- Confirmation of the contract route and the type of contract before respective payments
- Confirmation of the contract(s) and contractor(s) before respective payments can be claimed
- [REDACTED] contract administrator) certification of any works completed and invoices issued before respective payments can be claimed
- Certificate of consignment once asbestos works completed to be provided before final payment relating to asbestos can be claimed

Amount	To note
£1.9m	Good Growth Grant Amount
£100k	Recoverable deposit after 10 years
*£573k	Recoverable Grant (fixed)
*£258k	Flexible Grant repayment (10% contingency) To be discussed following completion of works

Royal Docks Good Growth Fund Milestone and Funding Schedule

Sample - to be completed in separate spreadsheet and inserted

Part B: Output Related GLA Royal Docks Funding

1. The Recipient shall complete and submit to the Authority, within 14 days of the end of each quarter (Quarters commencing on 1 July 2021, for the term of this Agreement:
 - (a) a completed Outputs Value Return (in the form set out at part C of Schedule 5a is amended by the Authority from time to time). The Recipient shall ensure that all Project Outputs claimed meet the eligibility criteria as specified in Schedule 9 (Programme/Project Output Definitions & Evidence Requirements);
 - (b) a written report detailing progress in meeting the Project Outputs, the application of the Recipient's Contribution to the Project Outputs and its efforts to secure and the details of any Additional Funding secured together with such evidence and other information as the Authority may reasonably require from time to time (in the form of the Monitoring Forms set out at Schedule 5);
 - (c) in addition and without prejudice to the forgoing provisions of this paragraph 1, the Recipient shall prepare and submit to the Authority an end of financial year estimate claim which shall confirm actual Project Outputs delivered pursuant to the Project to date and the associated drawdown of GLA Royal Docks Funding. The Recipient shall also provide a prudent estimate of all outstanding Project Outputs to be delivered pursuant to the Project to the end of that financial year no later than 4 March in each Financial Year in respect of which GLA Royal Docks Funding has been or is to be sought;
 - (d) the Recipient shall no later than fifteen (15) working days after the end of a Financial Year in respect of which GLA Royal Docks Funding has been or is to be sought, submit to the Authority a fourth Quarter actual claim indicating actual Project Outputs delivered in the fourth quarter (January-March) of the previous financial year; and
 - (e) as soon as reasonably practicable after the end of each Financial Year in respect of which GLA Royal Docks Funding has been or is to be sought and by such date as the Authority shall specify (provided always that such date shall be no later than 31 July in the Financial Year immediately succeeding that financial year) the Recipient shall submit to the Authority a Certificate of Output Delivery which shall confirm actual Outputs delivered and the associated drawdown of GLA Royal Docks Funding.
 - (f) The Authority will release payments in accordance with the 'RD Payment Schedule' below, with the first tranche transferred at the end of January/beginning of February 2021. Subsequent payments are subject to:
 - At least 90% completion of spend already incurred
 - Successful audit conducted by the Royal Docks team
 - Satisfactory building and/or contract quality control (e.g. clerk of works) being supplied by The Factory Project to the Royal Docks team (see below)

Quality Control Requirements

- Evidence of [REDACTED] scope and appointment as CA on both the main contract and for the asbestos contract before first payment
- Confirmation of the contract route and the type of contract before respective payments
- Confirmation of the contract(s) and contractor(s) before respective payments can be claimed
- Beep (contract administrator) certification of any works completed and invoices issued before respective payments can be claimed
- Certificate of consignment once asbestos works completed to be provided before final payment relating to asbestos can be claimed

Heading	Totals	Period 1		Period 2		Period 3	
		Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21
Asbestos	657,021.00	328,510.50	0.00	328,510.50	0.00	0.00	0.00
Structural Update - SD Structures	16,500.00	0.00	0.00	10,000.00	6,500.00	0.00	0.00
Structural works	624,189.00	61,700.00	0.00	0.00	282,680.00	131,685.00	37,690.00
Roof	283,333.00	0.00	0.00	0.00	198,333.10	84,999.90	0.00
Framework and carcassing and fit out	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Mechanical and Electrical / Second Fix	599,897.00	0.00	0.00	0.00	0.00	239,958.80	359,938.20
Plumbing and mechanical commissioning	50,000.00	0.00	0.00	0.00	25,000.00	25,000.00	0.00
Electrical Commissioning	17,940.00	0.00	0.00	0.00	17,940.00	0.00	0.00
Others	582,608.00	31,200.00	0.00	100,000.00	20,000.00	0.00	120,000.00
Totals	2,831,488.00	421,410.50	0.00	438,510.50	550,453.10	481,643.70	517,628.20
Quarterly Totals	2,831,488.00	421,410.50		1,470,607.30		939,470.20	
RD Payment Schedule	2,731,488.00	421,410.50	500,000.00	500,000.00	500,000.00	400,000.00	410,077.50

2. The Authority shall make payment to the Recipient in accordance with the Funding Schedule, within 30 days of receipt of a valid invoice which the Recipient may issue following the approval by the Authority of valid claim forms submitted in accordance with paragraph 1 above provided always that Recipient hereby acknowledges and agrees that in any event the Authority shall not pay any claim(s) for the final ten percent (10%) of the GLA Royal Docks Funding until it is satisfied, that the Recipient has adhered to its obligations under this Part B of Schedule 2 under this Agreement, having conducted any final monitoring and/or verification exercises which it considers, in its absolute discretion, necessary or otherwise.
3. The Recipient shall only include in any claims made in respect of Project Outputs made under this Agreement sums calculated in accordance with the Unit Rates for delivered Project Outputs as set out in this Output Related Funding Schedule and which meet the eligibility criteria as specified in Schedule 9].
4. If the Certificate of Output Delivery shows that the GLA Royal Docks Funding paid to the Recipient as at the date of the submission exceeds the Project Outputs delivered in the period to which the Certificate of Output Delivery relates, then the Recipient shall repay that excess amount to the Authority forthwith and in all circumstances no later than 30 days following submission of the Certificate of Output Delivery to the Authority. Without prejudice to this obligation, the Authority may recover this excess by reduction of any GLA Royal Docks Funding still to be paid under this Agreement, or by set off against any other money due or to be due from the Authority to the Recipient.
5. In accordance with the guidance set out in the Output Definitions & Evidence Requirements document (Schedule 9 of this Agreement), the Recipient shall retain data and systems needed for verification of each Output that has been delivered. This information shall be reviewed by the Authority at review meetings in accordance with Clause 12 of this Agreement.

Part C – Repayment Profile

In line with the approval of the Enterprise Zone Board meeting 25/11/2020 repayment will be as follows:

1. £1.9 million non-recoverable grant
2. £100k security deposit (to be returned to the GGF programme after 10 years if unused)
3. £573k repayable grant (to be returned to the GGF programme in full after 10 years, with a profile of repayments to begin from year 3, and seek to be consistent per annum)
4. Up to a further £257k that can be repaid through a combination of either further recoverable grant, workspace subsidies (direct to tenant) or community funding purposes (again direct to beneficiaries).

Repayment details to be determined by March 2022.

Schedule 3

The Authority's Logo

MAYOR OF LONDON



For advice and guidance on how to reproduce and use these logos, please contact your assigned project lead for more information

Schedule 4

De Minimis Disclosure Form

GREATER LONDON AUTHORITY

DE MINIMIS AID DISCLOSURE FORM DE MINIMIS DECLARATION

The GLA is considering giving you de minimis aid under Commission Regulation (EC) No. 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid (OJ L 352 ("the Regulation")¹ up to a maximum of the GLA Royal Docks Funding (applicable Euro/Sterling exchange rate [enter details of applicable rate]) in relation to the Project

Under the Regulation, the GLA is required to check whether you will have received more than €200,000 (€100,000 if you are an entity operating in the road freight transport sector) of de minimis aid within the Member State in question (i.e. the UK) in this fiscal year (based on your accounting year e.g. by reference to your accounting reference date) and in the previous 2 fiscal years when combined with the proposed Project de minimis aid. **Please note if you are part of a group of companies your declaration needs to relate to funds received by all entities within that group for these purposes (see definition of "single undertaking" under Article 2 of the Regulation for further information).**

Please note you do not need to include funding that you may have received under a scheme or individual award which has been notified to and approved by the European Commission or under the State aid General Block Exemption Regulation unless such funding has been/is intended to be used by you in relation to the same costs as the proposed Project de minimis funding. If you have (in this fiscal year or the 2 fiscal years prior to that) received any de minimis aid or public funding in respect of costs to which you are intending to apply the de minimis aid proposed to be provided to you under the Project (as detailed above), you must inform the Grantor (through the contact provided below) of details of such sums by completing the tables set out below. If you have received no such funding please insert "None" in the Amount column in the relevant table(s). **Please also provide details of any de minimis aid not yet received but which you already have a legal right to receive during the remainder of this fiscal year.**

Accordingly please complete and return this document having signed and dated it and (where applicable) having completed the tables below. Please then return the document to GGF@RoyalDock.London. If you do not return the document signed and dated (and provided detail of relevant funding, if any, as requested), the Grantor will be unable to provide you with a de minimis grant in relation to the Project.

Provider of de minimis aid	Purpose and Name of specific entity receiving de minimis aid	Amount	Date

¹ http://ec.europa.eu/competition/state_aid/legislation/de_minimis_regulation_en.pdf

Amount of other public funding applied/ to be applied towards same costs as the required de minimis aid	Provider of other funding	Date (if already granted)

I confirm the above details are correct as at the date below.

Name	Position	Signature	Date

Schedule 5

The following forms may be subject to change at any point during the project lifespan. Should this be the case the project team will be sent the necessary monitoring forms by the Royal Docks team.

a) Monthly Monitoring Form

GREATER LONDON AUTHORITY Monthly monitoring form		Organisation:	Project:				
Summary paragraph							
Please provide an update on progress made in the last month highlighting the achievement of any key milestones, delivery of outputs / outcomes and any communications activities undertaken							
Top 3 risks							
1	Risk description (source, 'what worst', potential impacts)	Mitigation / Risk response	Probability (1 to 4) Impact (1 to 4) RAG Project owner (name)				
2							
3							
Top 3 current issues							
1	Issue description	Potential impact	Action plan Project owner (name)				
2							
3							
Milestones							
1	Chronological milestones, what are the key actions and steps to be undertaken to deliver the project from inception to completion	Planned start	Planned end				
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
Outcomes							
The project has been commissioned to deliver GLA UP of GLA UP							
What is the definition? How is it calculated?							
Delivered in previous year	Q1	Q2	Q3				
Target profile as at Apr 15	Q1	Q2	Q3				
Delivered to date	Q1	Q2	Q3				
Future years							
The project has been commissioned to deliver GLA UP of GLA UP							
What is the definition? How is it calculated?							
Delivered in previous year	Q1	Q2	Q3				
Target profile as at Apr 15	Q1	Q2	Q3				
Delivered to date	Q1	Q2	Q3				
Future years							
The project has been commissioned to deliver GLA UP of GLA UP							
What is the definition? How is it calculated?							
Delivered in previous year	Q1	Q2	Q3				
Target profile as at Apr 15	Q1	Q2	Q3				
Delivered to date	Q1	Q2	Q3				
Future years							
Financials							
REVENUE	Previous years	Q1 2018-19	Q2 2018-19	Q3 2018-19	Q4 2018-19	2018-19 total	Future years
	Budget profile						
	Revenue profile						
	Actual spend						
CAPITAL	Previous years	Q1 2018-19	Q2 2018-19	Q3 2018-19	Q4 2018-19	2018-19 total	Future years
	Budget profile						
	Revenue profile						
	Actual spend						
Communications activities							
List out the details of any upcoming events (i.e. markets, festivals, openings, launches, etc.) and list out the details of any communications materials (press releases, articles, leaflets, website content, etc.) you are attaching. Please be sure to attach the relevant material when you submit this form to your GLA project manager							
Date				Email address			

Sample - to be provided in spreadsheet at a later date

b) Claim Form

GREATER LONDON AUTHORITY	
Schedule 6 Section B	
Cover Sheet	
For delivery partner use	Org Name: _____
	Project name: _____
	Project Manager: _____
	Start Date: _____
	Completion: _____
For internal use GLA Lead: _____ Date submitted to GLA Programme Manager: _____	
Contents	Guidance
Section I	Please submit an electronic copy of this claim form signed by your Section 151 Officer/Chief Finance Officer, and follow up with an hard copy. Electronic copies should be returned to: your project manager and programme manager. Hard copies should be returned to: your project manager, Greater London Authority, City Hall, The Queen's Walk, London, SE1 2AA Please attach evidence of expenditure (see section II for guidance on acceptable evidence).
Section II	Set out the details of your use of GLA funding on the project objectives to date (with evidence of expenditure, e.g. third party invoices, purchase orders and/or contract documents and transactions listings from your finance management system and certified as true and accurate records of such expenditure and or committed expenditure by your section 151 officer/Chief Finance Officer).
Section III	A declaration that you have read, understood and complied with all the conditions of the grant set out in the Funding Agreement to which the particular claim refers. Please note, although we will not be asking delivery partners to evidence their match funding expenditure, a signed quarterly claim from your section 151 officer will act as a declaration that monies have been spent as agreed in the Funding Agreement. Should there be any slippage, an explanation would need to be provided. This declaration must be signed by both the project manager and the section 151 officer/Chief Finance Officer.
Section IV	A reminder of the deadlines for quarterly claim submissions and monthly monitoring forms. Please note, should you miss these claim deadlines, you will be required to wait until the following quarter to submit your claim.

GREATER LONDON AUTHORITY	
Section I: Quarterly Claim Form	Guidance
Organisation Name	
Project Name	
Quarter	
Name(s) of officer applying for grant	
Position in Organisation	
Email address	
Correspondence address	
Postcode	
Telephone Number	
Mobile Number	

Samples - to be provided in spreadsheet at a later date

Guidance on completing table:

A: Each Claim should have a unique ID. It should be in the order it is listed in on the claim form. Mark the claim form with the unique ID given below.

B: Projects should match with the projects set out in Schedule 2 of the funding agreement.

C: Workstream should match the projects set out in schedule 2 of the funding agreement.

D. Milestones should match with the milestones set out in Schedule 2 of the funding agreement

E. Only submit evidence relevant to this particular claim. Please indicate the nature of the evidence provided to support this expenditure. The evidence should be a copy of an invoice, or in the absence of such an invoice, transaction listings from your finance management system showing actual expenditure.

F. Self-explanatory

G. Budget should match the budget set out in Schedule 2 of the funding agreement.

H. Cumulative spend to date on this project against this milestone (i.e. to include all previous claims against this milestone if relevant)

L. Total amount claiming for this item in this claim.

[illegible]

Section III: Declaration and undertaking

[Guidance](#)

We declare that:

- We have read, understood and complied with all the conditions of the grant set out in the Funding Agreement to which this claim refers.
- The information on this form is correct to the best of our knowledge and belief and I/we accept full responsibility for it;
We undertake that we will keep accounts, invoices and receipts for 5 years after the last date grant is paid in connection with this grant and make them available for inspection on request by GLA officers;
- We have taken delivery of and/or incurred expenditure on the project objectives for which we are claiming grant and our claim covers only the amounts spent on the items described in this form. Our claim is for the net costs of the items, excluding recoverable VAT.
- We undertake that we will notify the GLA immediately in writing or by email of any changes to the details provided in this form.
- We confirm that this claim is for the following amount and relates to the following quarter:

Capital		Q1
Revenue		Q1

- We confirm that the following **match funding** has been spent on the project this quarter as set out in the schedule 4 of the funding agreement:

Delivery Partner	Forecast (£)	Actual (£)	Variance	Comments
			0.00	
			0.00	

- We confirm that the following is an accurate reflection of the **GLA** funding drawdown to date:

GLA Funds	Project Lifetime Budget	Previous Years Spend	FY 18/19 Budget	FY 18/19 YTD	18/19 Remaining Budget	Future Years Budget
Capital					0.00	
Revenue					0.00	

- We confirm that the following is an accurate reflection of the **match funding** accounts:

Match Funds	Project Lifetime Budget	Previous Years Spend	FY 18/19 Budget	FY 18/19 YTD	18/19 Remaining Budget	Future Years Budget
Capital					0.00	
Revenue					0.00	

- We confirm that the following is an accurate reflection of the overall project accounts, including both **match and GLA funds**:

Total Project Budget (inc GLA and Match funds)	Project Lifetime Budget	Previous Years Spend	FY 18/19 Budget	FY 18/19 YTD	18/19 Remaining Budget	Future Years Budget
Capital	0.00	0.00	0.00	0.00	0.00	0.00
Revenue	0.00	0.00	0.00	0.00	0.00	0.00

This declaration must be signed by the project manager and the Section 151 Officer/Chief Finance Officer

Signature	Name in BLOCK letters	Position	Date
		(Project Manager)	
		(S151/Chief Finance Officer)	

c. Output Values Return

Not applicable

Schedule 6

The following evaluation may be subject to change at any point during the project lifespan. Should this be the case the project team will be sent the necessary monitoring forms by the Royal Docks team.

Evaluation

Evaluation Strategy

Stage	Description of approach
Overview of project context and rationale: the socio-economic conditions your project is responding to, the local strategic context, and the beneficiaries that you project is targeting	To complete, please refer to schedule 1
Project objectives: a clear set of objectives which are S.M.A.R.T: specific, measurable, achievable, relevant and time-specific	To complete, please refer to schedule 1
Project logic chain: your completed project logic chain, setting the foundations for your evaluation. preparation for delivery to development milestone	To insert, please refer to the Good Growth Fund Evaluation and Impact Handbook for a template
Approach to data collection: a summary of	To complete

how you will collect data to measure performance against each of the output and outcome measures, and to understand wider qualitative and strategic aspects of project performance	
Resources and practicalities: a summary of the resources you will use to collect evidence, focusing on the need for robust and timely reporting	To complete
Future tracking: consideration of how you might track the impact and legacy in the longer term, once Good Growth Fund delivery has finished.	To complete

Self Evaluation Template

To be completed after project completion

Section 1: Project Information

Note: this section is required for submission to the GLA, but may be excluded in versions of the evaluation for publication / sharing with your local partners.

Project Summary: please insert short description of your project	
Place and Borough	
Lead Delivery Organisation	
GLA Project Manager	
Self-evaluation lead	
Total GLA Royal Docks Funding for project	
Total lifetime cost of project	
Other public/private investment	
Actual Project start date	
Actual Project end date	
Evaluation methodology: please include a short summary of the approach that you have taken to completing the self-evaluation, including the groups and individuals you have consulted with, and the primary research you have undertaken.	

Section 2: Stand-out Messages

A one page summary of your project and key achievements and/or lessons learned. This might include:

- A quick introduction to the project and what's been delivered
- A summary of impacts achieved to date
- An overview of wider achievements and lessons learned
- Project legacy.

Section 3: Project Context and Objectives and Design

This section will provide an overview of the context of the project and summarise how the project was designed to respond to this. This section effectively summarises the information and set out within your bid for funding, and within your grant agreement. It provides a basis against which to test the performance of project delivery.

Please complete the assessment under the following headings:

3.1: Project background: a summary of the local socio-economic and strategic context that you project was responding too.

3.2 Project rationale: a summary of how your project was designed to respond to this context, and the rationale for public sector intervention (i.e. the need for Good Growth Funding).

3.3 Project aims and objectives: an outline of the specific objectives identified by your project at outset.

3.4 Project design and delivery activities: please provide a short overview of the project delivery activities agreed at outset.

3.5 Funding and delivery mechanisms: please provide an overview of the GLA and match funding agreement for your project (as agreed at outset), and the delivery mechanisms that you were expecting to in place to deliver the project.

3.6 Project targets: please set out here the specific output and outcome targets that have been agreed with the GLA, along with any wider measures that you will be assessing your project performance against.

3.7 Project logic chain: *please insert your project logic chain which in effect summarises the above information.*

Section 4: Project delivery

This section will provide a review of the delivery process after grant agreement stage, including activities delivered, performance in terms of delivery timescales, funding, and outputs (deliverables):

Section 4.1: Overview of Project Design Process: a summary of how the project design process, including commentary on stakeholder and community engagement

Section 4.2: Activities Delivered: this section should provide an overview of the activities which have been delivered. It should include:

A table summarised the different strands of delivery activity, and a summary of delivery progress

Commentary on each of the strands of delivery activity, outlining what has been delivered and outlining any way in which this evolved from original plans. Photos / plans may help to illustrate this.

Commentary on any strands of delivery not delivered, outlining the reasons for this and how funding was reallocated

Section 4.3: Delivery Timescales. A summary of delivery timescales, reflecting on how the project progressed versus the timescales planned at outset, and any reasons for delays.

Section 4.4: Funding Performance. A summary of how the project has performed financially. Please include a table which compares actual spend to budgeted spend for each funding source. Please include commentary on any reasons for variance.

Section 4.5: Delivery Mechanics. A summary of the mechanisms underpinning delivery. This should consider:

A summary of external support procured (to support design, construction, and delivery), and approach taken to procurement

A summary of project management mechanisms

A summary of any project governance mechanisms put in place (e.g. project boards or steering groups).

Section 4.6: Summary of delivery performance: drawing on the above consideration, a brief summary of delivery performance. As part of this, please include a table outlining how the project has performed against the output targets agreed with the GLA at inception (note: this should focus on output targets only; outcome targets are considered in the next section). The table should include the output target, the agreed definition, the achieved figure (the timing of this figure should be recorded), and commentary which explains variance.

Section 5: Project impacts:

This section will focus on the impacts of the project to date.

Section 5.1: A review of economic, social and environmental impacts achieved to date.

The structure of this section will need to be developed to reflect the specific characteristics of the project and should explore the impact of your project on the places, communities, people, and businesses it has sought to support. Example impact themes include (but are not limited to): impact on town centre vitality; impact on skills and employment outcomes; impact on business / enterprise performance; impact on community inclusion and vitality.

The analysis is likely to need to draw upon bespoke research on or with the project beneficiaries: this might comprise surveys, focus groups, consultations, or observational research.

Analysis should draw on both quantitative and qualitative insights. Case studies of beneficiaries can be used to supplement quantitative analysis and are helpful in telling the story of your project.

Section 5.2: A review of strategic and financial impacts achieved to date:

Please provide an overview of the strategic impacts of your project. This might include improvements in partnership working, strong leadership shown by partner organisations in working towards shared objectives, improving efficiency by testing new ideas / approaches, or putting in place new systems / structures, or leveraging in new funding / resource

If there are any financial impacts of your project (e.g. generation of new business rates, council tax, or improved financial resilience of delivery organisations), please summarise these here. This section can be excluded if not.

Section 5.3: Future Impact. A short section exploring how the impacts achieved might be expected to evolve over the coming years (acknowledging that it may take time for certain impacts to emerge).

Section 5.4: Summary of impacts to date performance: drawing on the above consideration, a brief summary of impact achieved to date. As part of this, please include a table outlining how the project has performed against the outcome targets agreed with the GLA at inception. The table should include the outcome target, the agreed definition, the achieved figure (the timing of this figure should be recorded), and commentary which explains variance.

Section 6: Project achievements and lessons:

Building on the assessment of delivery performance and impacts achieved, this section should provide an overview of overall achievements and lessons learnt. Please complete the assessment under the following headings:

6.1: Project achievements: building on the preceding section, identify the areas of greatest achievement for the project. These might relate to any aspect of delivery (from stakeholder engagement, to impacts achieved).

6.2: Barriers to achievement: please identify any challenges experienced which acted as barriers to achievement. This might include practical issues (such as problems during construction, to strategic issues (such as challenges securing agreement on designs).

6.3: Lessons to take forward: please identify the main lessons that you will take forward in delivering future projects of this nature.

Section 7: Project legacy and forward plan

Please provide a summary of the legacy of the project and next steps. Please complete the assessment under the following headings:

7.1: Project Legacy: a overview of the legacy of the project. This might include ongoing / complementary delivery activities, the physical / operational legacy of the project, and planned next steps to embed and build on the legacy

7.2: Challenges and Opportunities: a summary of remaining challenges or emerging opportunities. These might relate to the delivery / bedding in / long term management of the project, or the surrounding socio-economic context

7.3: Recommendations: drawing on the research undertaken, a summary of recommendations to inform ongoing project delivery, or future areas for action / intervention.

Section 8: Conclusions

To conclude, please provide short assessment of the extent to which project objectives have been achieved to date, with specific reference to each of the objectives listed in section 3. This should acknowledge where there is further / ongoing work needed to help achieve objectives.

Schedule 7

Name of programme: Royal Docks Good Growth Fund

Name of applicant organisation: The Factory Project Ltd

	Total project value (GLA + Match)	Total GLA Royal Docks Funding	GLA capital funding	GLA revenue funding	Total Match	Recipient Match	Non Recipient Match	Recipient Match capital	Recipient Match revenue	Non Recipient match capital	Non Recipient match revenue
2021	£4,213,732	£2,831,488	£2,831,488		£1,382,244	£1,382,244		£883,940	£498,304		
2022	£498,304				£498,304				£498,304		
2023	£498,304				£498,304				£498,304		
2024	£498,304				£498,304				£498,304		
2025	£498,304				£498,304				£498,304		

I hereby certify that:

1. the organisation named above is eligible to provide public match funding
2. the match funding provided does not contain any funds which have been provided by the GLA group

Signed:

Name:

Date:

16.02.2021

Schedule 8

Certificate of Output Delivery

Not applicable

Schedule 9

Programme/Project Output Definitions & Evidence Requirements

See Schedule 1

Schedule 10

Performance reporting

The Recipient shall unless otherwise agreed in advance by the Authority in writing submit updates on performance to the Authority in the forms set out at:

- Part a of Schedule 5 on a monthly basis; and
- Part b of this Schedule 5 on a Quarterly basis.

Without prejudice and in addition to the foregoing the Recipient shall also provide the GLA and/or the IMS with:

- such information as is requested and in such form as notified by the GLA Royal Docks team and/or the IMS at regular intervals as set by GLA Officers; and
- notice of, access and invitations to Project sites, Project meetings and board meetings of the Recipient (as an observer at board meetings of the Recipient) and all documentation relating to such Project meetings including (without limitation) agendas for the same at least five working days in advance.

From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Subject: FW: Email introduction
Date: 27 February 2026 12:54:13
Attachments: [image001.png](#)

Hi all

Just an update on the AAMAD (ASD site) music events for later this year. First event now due to take place in Oct as opposed to May. Please forward to any relevant colleagues for info.

Thanks

[REDACTED]

[REDACTED]
Event Producer

[REDACTED] royaldocks.london

www.royaldocks.london
[Twitter](#) [Instagram](#) [Facebook](#)

Royal Docks Team
City Hall
Kamal Chunchie Way
London E16 1ZE



A joint initiative from the Mayor of London and Mayor of Newham

From: [REDACTED]
Sent: 26 February 2026 11:47
To: [REDACTED]@Royaldocks.london>
Subject: FW: Email introduction

[REDACTED]
Event Producer

[REDACTED] royaldocks.london

www.royaldocks.london
[Twitter](#) [Instagram](#) [Facebook](#)

Royal Docks Team
City Hall
Kamal Chunchie Way
London E16 1ZE



A joint initiative from the Mayor of London and Mayor of Newham

From: [REDACTED]@ygprojects.com>
Sent: 23 February 2026 11:01
To: [REDACTED]@royaldocks.london>; Leah [REDACTED]
[REDACTED]@newham.gov.uk>; [REDACTED]@amaad.co.uk>; [REDACTED]@u-live.com
Cc: [REDACTED]@newham.gov.uk>
Subject: Re: Email introduction

Hi [REDACTED]

I hope you are well.

Following on from my email of 9 Feb, I wanted to let you know we are no longer holding the event on 23 & 24 May. Our first event will take place on 3 & 4th October followed by 30th, 31st Oct and 1st Nov.

I look forward to catching up in due course over stakeholder liaison.

Very best,

[REDACTED]

YG Projects Ltd

[REDACTED]

From: [REDACTED]@ygprojects.com>
Date: Monday, 9 February 2026 at 12:43 pm
To: [REDACTED]@royaldocks.london>, [REDACTED]
[REDACTED]@newham.gov.uk>, [REDACTED]@amaad.co.uk>, [REDACTED]@u-
live.com [REDACTED]@u-live.com>
Cc: [REDACTED]@newham.gov.uk>
Subject: Re: Email introduction

[REDACTED]

Great to meet you!

We are from [AMAAD](#) and are planning to host three events this year at the old ASD venue known as 'Silvertown Harrigan's Yard' just off [Scarab Close](#). We have spoken with some local stakeholders at Trinity Buoy Wharf and distributed letters to some of the residential buildings in the area as part of our Premises Licence application in Nov/Dec of last year.

We now have our Premises Licence and are into the planning phases for three electronic music events this year of around 8,000 capacity per day, taking place between the hours of 12:00 - 22:30. Planned dates are:

Weekend 1: 23 & 24 May

Weekend 2: 3rd & 4th Oct

Weekend 3: 30th & 31st Oct & 1st Nov

We'd like to make sure we are liaising with the relevant local stakeholders and keeping them informed of our event plans.

I look forward to hearing your thoughts,

Very best,

[REDACTED]

YG Projects Ltd

[REDACTED]

From: [REDACTED] [\[REDACTED\]@royaldocks.london](mailto:[REDACTED]@royaldocks.london)>

Date: Thursday, 5 February 2026 at 7:19 pm

To: [REDACTED] [\[REDACTED\]@newham.gov.uk](mailto:[REDACTED]@newham.gov.uk)>, [REDACTED] [\[REDACTED\]@amaad.co.uk](mailto:[REDACTED]@amaad.co.uk)>, [REDACTED] [\[REDACTED\]@ygprojects.com](mailto:[REDACTED]@ygprojects.com)>, [REDACTED] [\[REDACTED\]@u-live.com](mailto:[REDACTED]@u-live.com) <[REDACTED]@u-live.com>

Cc: [REDACTED] [\[REDACTED\]@newham.gov.uk](mailto:[REDACTED]@newham.gov.uk)>

Subject: RE: Email introduction

Thanks [REDACTED]

Happy to follow up with [REDACTED] – would be good to get an overview from you and see how we might be able to support and join everything up.

Best wishes

[REDACTED]

[REDACTED]
Event Producer
+ [REDACTED]
[REDACTED] [royaldocks.london](https://www.royaldocks.london)

www.royaldocks.london
[Twitter](#) [Instagram](#) [Facebook](#)

Royal Docks Team
City Hall
Kamal Chunchie Way
London E16 1ZE



A joint initiative from the Mayor of London and Mayor of Newham

From: [REDACTED] [@newham.gov.uk](mailto:[REDACTED]@newham.gov.uk)>
Sent: 05 February 2026 12:05
To: [REDACTED] [amaad.co.uk](mailto:[REDACTED]@amaad.co.uk)>; [REDACTED] [@vgprojects](mailto:[REDACTED]@vgprojects) [REDACTED] [@u-live.com](mailto:[REDACTED]@u-live.com); [REDACTED] [@royaldocks.london](mailto:[REDACTED]@royaldocks.london)>
Cc: [REDACTED] [@newham.gov.uk](mailto:[REDACTED]@newham.gov.uk)>
Subject: Email introduction

Hi everyone,

I thought it would be a good idea to send an email introduction so that you can discuss relevant details about the Thames Wharf events as well as share local knowledge.

[REDACTED] are all involved in the delivery of the music events at Thames Wharf this year.

[REDACTED] works for the Royal Docks Team (in Events) and works closely with local stakeholders.

If we can assist with anything, please do get in touch.

Best wishes,

[REDACTED]r)
Environmental Health Officer - Events | Licensing & Regulations, Environment & Sustainable Transport
London Borough of Newham

East Ham Town Hall, 324 Barking Road, London, E6 2RP

0203 3733560
newham.gov.uk



Read more about our Building a Fairer Newham plan [here](#) and watch [here](#).

We would be grateful if you could kindly complete a very short customer survey about your recent experience by clicking on the link [Customer Survey Licensing](#)

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This message has been scanned for malware by Forcepoint. www.forcepoint.com

From: Daniel Bridge
To: [redacted]
Subject: Re: re-introduction / ASD cultural events
Date: 07 August 2026 15:00:55

FYI

From: [redacted]@mac.com>
Sent: 26 March 2026 12:36
To: [redacted]@royaldocks.london>
Subject: Re: Re-introduction / ASD cultural events

Hi Dan,

Yes, sorry was in error....iPad playing up.

It was a really good event last week Dan, lots of exciting stuff happening. We've started to engage with Arada now on meanwhile use including the stream below re LWE events. It would be really good to catch up. I'm away for Easter but back in Lomdom from 9th April so let me know when works for you.

Best,

[redacted]

Sent from my iPhone

On 26 Mar 2026, at 15:22, Daniel Bridge [redacted]@royaldocks.london> wrote:

Hi [redacted]

Was this sent in error?

How's it going? I could see you briefly at the back last week, sorry I didn't get a chance to say hello. Let me know when you're next in the Docks, it would be good to grab a coffee.

Dan

Sent from Outlook for iOS

From: [redacted]@mac.com>
Sent: Thursday, March 26, 2026 7:20:47 AM
To: [redacted]@thisisprojekt.com>
Cc: [redacted]@amaad.co.uk>; Daniel Bridge [redacted]@royaldocks.london>; [redacted]@amaad.co.uk>; [redacted]@amaad.co.uk>; [redacted]@amaad.co.uk>; [redacted]@amaad.co.uk>
Subject: Re-introduction / ASD cultural events

I can do 1500 onwards on 4th Dec

[redacted]

Sent on the move

On 24 Nov 2025, at 09:03 [redacted]@thisisprojekt.com> wrote:

EXTERNAL

Yep, [redacted] will ping one across.

Best,

[redacted]

Sent from my iPad

On 20 Nov 2025, at 16:11 [redacted]@amaad.co.uk> wrote:

Sounds good, rest of team on cc

Will you circulate invite for all

[redacted]
Amaad Joint CEO
LWE, Boston Manor Park Live,
The Prospect Building Bristol,
Quarters Brighton

On 17 Nov 2025, at 10:27 [redacted]@thisisprojekt.com> wrote:

Hi all,

Shall we meet at Pumphouse in the docks. Could have a coffee / grab something to eat and then maybe go take a look at the shed?

Will I know you cant make it but [redacted] be good to see you and maybe [redacted] and / or [redacted] can make it?

Best,

[redacted]

Sent from my iPad

On 14 Nov 2025, at 10:39, Daniel Bridge [redacted]@royaldocks.london> wrote:

[redacted]

I'm happy to do it at Compressor House or come to you at Silver Building if that's easier and would allow us to grab a sandwich at the same time?

Dan

Daniel Bridge
Programme Director
[redacted]
www.royaldocks.london
[Twitter](#) [Instagram](#) [Facebook](#)

ROYAL DOCKS TEAM
City Hall
Kamal Churchie Way
London E16 1ZE

<image001.png>

A joint initiative from the Mayor of London and Mayor of Newham

From: [redacted]@thisisprojekt.com>
Sent: 14 November 2025 10:24
To: [redacted]@amaad.co.uk>
Cc: Daniel Bridge [redacted]@royaldocks.london>; [redacted]@amaad.co.uk>
Subject: Re: Re-introduction / ASD cultural events

CAUTION: This email originated from outside this organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Cool.

Dan - where do you want to meet? We could take a look at ASD if thats helpful or can come find you at City Hall / Compressor House

Sent from my iPad

On 13 Nov 2025, at 17:22 [redacted]@amaad.co.uk> wrote:

4th is good for me

██████████
Amaad Joint CEO
LWE, Boston Manor Park Live,
The Prospect Building Bristol,
Quarters Brighton

On 7 Nov 2025, at 14:13, ██████████ <@thisispnjt.com> wrote:

No worries Dan. 4th is good for me. ██████████ this work for you guys?

Sent from my iPad

On 7 Nov 2025, at 11:07, Daniel Bridge <dan@royaldocks.london> wrote:

Yes, sorry

Dan

Sent from Outlook for iOS

From: ██████████ <@thisispnjt.com>
Sent: Friday, November 7, 2025 11:06:33 AM
To: Daniel Bridge <dan@royaldocks.london>
Cc: ██████████ <amaad@lwe.uk>, ██████████ <amaad@lwe.uk>
Subject: Re: Re-introduction / ASD cultural events

CAUTION: This email originated from outside this organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi all,

Thursday 4th December Dan?

Best,

██████████

Sent from my iPad

On 7 Nov 2025, at 10:58, Daniel Bridge <dan@royaldocks.london> wrote:

Thank ██████████

Good to catch up briefly yesterday. ██████████ good to be in touch again.

Would 12-1:30pm on Thursday 4th in the Docks work?

Dan

Sent from Outlook for iOS

From: ██████████ <amaad@lwe.uk>
Sent: Friday, November 7, 2025 10:27 am
To: ██████████ <@thisispnjt.com>
Cc: Daniel Bridge <dan@royaldocks.london>, ██████████ <amaad@lwe.uk>
Subject: Re: Re-introduction / ASD cultural events

CAUTION: This email originated from outside this organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Thank you ██████████ and good to be speaking again Dan...it's been a while since our first meeting!

██████████
Amaad Joint CEO
LWE, Boston Manor Park Live,
The Prospect Building Bristol,
Quarters Brighton

On 7 Nov 2025, at 10:04, ██████████ <@thisispnjt.com> wrote:

Hi Dan,

Nice to catch up yesterday. As discussed I've looped in ██████████ and ██████████ from LWE / AMAAD.

I think it would be great if we could catch up in the next few weeks so we can bring you up to speed on what I hope will be a really interesting relationship between us at the ASD site.

Let me know some dates that work for you and we can either meet in the docks and take a look at site or maybe in Soho for an afternoon coffee / drink.

Best,

██████████

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[REDACTED]

From: [REDACTED]@thisisprojekt.com>
Sent: 11 May 2026 17:44
To: [REDACTED] i
Cc: [REDACTED]
Subject: Re: ASD / AMAAD third party land use

Hi [REDACTED]

I've got a call tomorrow with the event so I can discuss this with them.

Before I do, on your queries .

1. There is no restriction of access except during the actual event periods.
Set up and demob do not involve any limitation or redirection of access access for McLaren or any other parties using the Thameside West side.
2. PUDO stands for pick up and drop off for taxis.
3. RVP means Rendezvous Point — in event and emergency management context, it's the designated location where emergency vehicles and services assemble and are directed from, rather than going straight to the incident.

The RVP is marked on the plan and it is not on the GLAP land but it is on land owned by Silvertown Homes.

[REDACTED]
Property and legal
[REDACTED]
[REDACTED]@thisisprojekt.com

On 11 May 2026, at 17:23, [REDACTED]@royaldocks.london> wrote:

Hi [REDACTED]

I hope you're well - apologies if any of the below are obvious; I'm just trying to make sure we're fully aligned and get things moved along.

Note: McLaren are happy with redirected access to Blue gate during events.

Following a note from Avison Young, it would be helpful if you could please confirm:

1. They wanted to capture an understanding of any other activity in the case of the event organiser/build activity mid-week. Is it the case of set-up/demob, it is limited to staff parking only and this is Area 6.
2. Confirmation of what PUDO stands for and how it operates in practice for the events.
3. Confirmation of what RVP stands for, and the agreed location during the events.

Once I've got this clear, I can feed back to AY and help close out any remaining points.

Thanks as ever, and sorry again if this is covering old ground.

Kind regards

Development Manager

www.royaldocks.london
[Twitter](#) [Instagram](#) [Facebook](#)

ROYAL DOCKS TEAM
City Hall
Kamal Chunchie Way
London E16 1ZE

<image001.png>

A joint initiative from the Mayor of London and Mayor of Newham

From: [REDACTED]
Sent: 07 May 2026 16:56
To: [REDACTED]e@thisisprojekt.com>
Cc: [REDACTED]@Royaldocks.london>; [REDACTED]@london.gov.uk>; [REDACTED]
[REDACTED]@thisisprojekt.com>; [REDACTED]thisisprojekt.com>; [REDACTED]@aurora.cc>;
[REDACTED]@arada.com>
Subject: RE: ASD / AMAAD third party land use

Hi [REDACTED]

Thanks for the clarifications below – that's really helpful.

I'll forward this on to McLaren so they can review and come back to us if they have any further points.

Kind regards

Development Manager

www.royaldocks.london
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City Hall
Kamal Chunchie Way
London E16 1ZE

<image001.png>

A joint initiative from the Mayor of London and Mayor of Newham

From: [REDACTED][thisisprojekt.com](mailto:[REDACTED]@thisisprojekt.com)>
Sent: 07 May 2026 11:35
To: [REDACTED][@royaldocks.london](mailto:[REDACTED]@royaldocks.london)>
Cc: [REDACTED][@Royaldocks.london](mailto:[REDACTED]@Royaldocks.london)>; [REDACTED][@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>; [REDACTED]

[\[REDACTED\]@thisisprojekt.com](mailto:[REDACTED]@thisisprojekt.com)>; [\[REDACTED\]@thisisprojekt.com](mailto:[REDACTED]@thisisprojekt.com)>; [\[REDACTED\]@aurora.cc](mailto:[REDACTED]@aurora.cc)>;
[\[REDACTED\]@arada.com](mailto:[REDACTED]@arada.com)>

Subject: Re: ASD / AMAAD third party land use

Hi [REDACTED]

Thanks for pulling McLaren's comments together. A few points of clarification from our side:

Build and Break

The access from Scarab Close via the Red Gate is the main entrance to the ASD site in any event, and we use it at all times for all purposes. There is no restriction or change to that during build and break phase, so we are unclear what additional clarity McLaren are seeking. Happy to discuss if there is a specific concern we have missed.

PUDO

We think there may be a misreading of the plan here. PUDO access comes from the east through the Blue Gate. On the map the green marks vehicles entering site and red marks them leaving. The purple line on the internal routes plan is pedestrian access to the main side gate, not McLaren's route to the Area 6 car park. We can clarify the plan annotation if that would help.

Our proposal is that McLaren access their compound via the Blue Gate during event periods. We understand from our call with Andy Case from McLaren that McLaren were content with that principle, on the basis that they very rarely work weekends. It may be that the person responding internally at McLaren was not on that call — it might be worth a quick word with Andy to confirm their position, as we understood it was agreed in principle.

The purple pedestrian route does cross the path that McLaren would ordinarily use to access Area 5 - can you clarify whether any vehicles would be accessing Area 5? I understood that all vehicles come to site and park (in Area 6?) as it is not construction traffic only staff vehicles and as weekend working is not the standard there wouldn't be a conflict.

RVP

As noted in our email of 23 April, we have already agreed to relocate the RVP and confirmed it will be moved inside the Muster 1 area along the EVR. This point should be resolved.

Live Event Phase

As above on the Blue Gate access point for McLaren during event weekends — we understood this was agreed with Andy in principle. It will be formally confirmed.

Looking forward to Avison Young's comments when available.

[REDACTED]
Property and Legal
Projekt

58 Old Compton Street
London W1D 4UF

Mobile: [REDACTED]
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<http://webdefence.global.blackspider.com/urlwrap/?q=AXicFcxNCslwEAbQT7yK K7ET41 QldWlLhx4S6mRWOnmZIMQm8vvgM8nDGBAqdqgszjyr6o5C 1PnKQpFm YgvTYbVz9uN2X1m7Xzu1x9c IVHN1icmneMwyem4kdIVYUiMJb9WhHlzhVsuQ5dN 2-p8MgPkC-AEmfCQ3&Z>

On 6 May 2026, at 18:23, [REDACTED] royaldocks.london wrote:

Hi [REDACTED]

Just to update you – McLaren have now come back to me with their initial comments, which I've set out below for ease of reference. We're now just waiting on Avison Young, and I'll circulate their comments as soon as we receive them. For ease, I've reattached the internal routes plan and appendix.

McLaren comments:

Build and Break phase

It appears that both build and break will require access to Scarab Close.
McLaren would like clarity on vehicular and pedestrian access requirements along Scarab Close during this period, from the Red Gate, as this is their access for all pedestrians and vehicles.

PUDO

Access to the PUDO would again be via Scarab Close.
The purple route along Scarab Close is McLaren's access to the car park in Area 6.

RVP

The RVP will need to be re-located, as it currently sits on McLaren's site cabins within Area 5.

Live Event phase – Red and Green routes

McLaren would like to understand vehicular and pedestrian access requirements along Scarab Close during this period, from the Red and Blue Gates, as this is their access to site cabins and the car park.

I'll be back in touch shortly once Avison Young have responded.

Kind regards

[REDACTED]
Development Manager

www.royaldocks.london
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ROYAL DOCKS TEAM
City Hall
Kamal Churchie Way
London E16 1ZE

<image001.png>

A joint initiative from the Mayor of London and Mayor of Newham

From: [REDACTED]
Sent: 06 May 2026 14:51
To: [REDACTED] <@thisisprojekt.com>; [REDACTED] <@Royaldocks.london>
Cc: [REDACTED] <@london.gov.uk>; [REDACTED] <@thisisprojekt.com>; [REDACTED] <@thisisprojekt.com>; [REDACTED] <@aurora.cc>
Subject: RE: ASD / AMAAD third party land use

H [REDACTED]

Thanks for chasing - I've been in discussion with Avison Young and we'll circulate back to you as soon as we have their response.

I've also chased McLaren as we've not yet had a response from them.

We're hoping to get this progressed as soon as possible and I'll keep you updated.

Kind regards

[REDACTED]
Development Manager
[REDACTED]

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City Hall
Kamal Churchie Way
London E16 1ZE

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From: [REDACTED] <@thisisprojekt.com>
Sent: 06 May 2026 14:23
To: [REDACTED] <@Royaldocks.london>
Cc: [REDACTED] <@london.gov.uk>; [REDACTED] <thisisprojekt.com>; [REDACTED] <@thisisprojekt.com>; [REDACTED] <@aurora.cc>; [REDACTED] <royaldocks.london>
Subject: Re: ASD / AMAAD third party land use

Hello [REDACTED]

Any comments on this?

Thanks.

[REDACTED]
Property and legal
[REDACTED]

██████████@thisisprojekt.com

On 24 Apr 2026, at 06:55, ██████████@royaldocks.london>
wrote:

Hi ██████████

Thanks for this – ██████████ will pick up today and we need to run this past McLaren
and Avison Young.

Many thanks

██████████
Senior Development Manager

www.royaldocks.london
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—
Royal Docks Team
City Hall, Kamal Chunchie Way
E16 1ZE
—

<image001.png>

A joint initiative from the Mayor of London and Mayor of Newham

From: ██████████@thisisprojekt.com>

Sent: 23 April 2026 17:18

To: ██████████@Royaldocks.london>

Cc: ██████████@london.gov.uk>; ██████████@thisisprojekt.com>;

██████████@thisisprojekt.com>; ██████████@aurora.cc>; ██████████

██████████@royaldocks.london>

Subject: Re: ASD / AMAAD third party land use

Hey ██████████

Thanks for this.

1) Noted re RVP, we can have this moved inside the Muster 1 area (along
the EVR).

2) For the entrance to the site, using M1, it would be useful to understand
what the concerns are with using that road for a small portion of the
audience (the organiser's Traffic Management data indicates only 15% of
the audience will use this walking route and most come by public
transport and walk).

Unit M1 for guests causes the following issues:

1. if M1 became an entrance we would have to put infrastructure into
that space for crowd management (fencing, signage etc.) the
queue system would need to be there throughout the event and as

such would block access into our Muster point in the event of an emergency.

1. Splitting the audience for egress (right to orange/ red gate for station and straight for M1 for Pick Up) that close to the entrance/exit point will cause crowd issues. It may event result in some of the 85% of crowds coming from Orange Gate to M1 in greater numbers than those going to Orange gate from the PUDO.

Thanks,

[REDACTED]
Property and Legal
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On 22 Apr 2026, at 12:49, Suzi Rullo
[REDACTED]@Royaldocks.london> wrote:

Hi [REDACTED]

[REDACTED] and I have had an initial review of this and we just have a couple of comments:

1. The RVP cannot be in the suggested location - this are will be leased to McLaren. I copy a red line plan of the areas they will lease below. You'll need to find another location for this use.
2. The proposed pedestrian route from PUDO to green gate would be preferable if it went PUDO to M1 instead, is this possible please?

If you could update the documents once agreed, next step will be to run them past McLaren, but they've previous indicated shouldn't be in issue. We'll then instructed TFL Estates/Avison Young on the license terms.

I'm not really around the rest of the week or next and then on leave first week of May so [REDACTED] will likely pick up.

Many thanks

<image002.png>

[REDACTED]
Senior Development Manager

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—
Royal Docks Team
City Hall, Kamal Chunchie Way
E16 1ZE
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<image003.png>

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From: [REDACTED]
Sent: 16 April 2026 20:44
To: [REDACTED] <thisisprojekt.com>
Cc: [REDACTED] <@london.gov.uk>; [REDACTED] <@thisisprojekt.com>; [REDACTED] <@thisisprojekt.com>; [REDACTED] <@aurora.cc>; [REDACTED] <@royaldocks.london>
Subject: RE: ASD / AMAAD third party land use

Thanks [REDACTED] – we'll take a look and come back to you.

Copying my new colleague [REDACTED] who is on secondment from LLDC for the next year and will be working on Thameside West with us.

Kind regards,

[REDACTED]
Senior Development Manager

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—
Royal Docks Team
City Hall, Kamal Chunchie Way
E16 1ZE
—

A joint initiative from the Mayor of London and Mayor of Newham

From: [REDACTED] <thisisprojekt.com>
Sent: 16 April 2026 16:52

To: [REDACTED]@Royaldocks.london>
Cc: [REDACTED]@london.gov.uk>; [REDACTED]
[REDACTED]@thisisprojekt.com>; [REDACTED]@thisisprojekt.com>; [REDACTED]
[REDACTED]@aurora.cc>
Subject: Fwd: ASD / AMAAD third party land use

Dear [REDACTED]

Please see attached an Internal Routes and Traffic Management document with plans, to form a basis of the licence to use the additional areas at Thameside Wharf for events. Only the roadway / gate is in GLAP ownership.

Any land use for parking etc is in the SHL part.

In this plan pedestrians use the purple route between the PUDO and the Green gates but no vehicles use that route (save emergency vehicles which can go anywhere is required) on Event days. On those days access for McLaren would be blue gate only shared with taxis accessing the PUDO.

Date for events are so far pencilled in for 3 weekends between 3rd October and 1st November, Build and Strip down also set out below.

Thanks.

LICENCE PERIOD:

Build-up period

From: Monday 28th Set
To: Friday 2nd Oct

Show days Provisional

Sat 3rd Oct
Sun 4th Oct
Sat 17th Oct
Sun 18th Oct
Sat 31st Oct
Sun 1st Nov

Strip-down period

From: Monday 2nd November
To: Thurs 5th November

Regards

Property and Legal
Projekt
58 Old Compton Street
London W1D 4UF

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From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Subject: Re: Email introduction
Date: 24 June 2026 16:57:38
Attachments: [image001.png](#)

Hi [REDACTED]

I hope you are well.

I wanted to share some updates with you regarding our events at Ironworks:

Dates & Line-up

Saturday 3rd October - [REDACTED]
Saturday 10th October - [REDACTED]
Sunday 11th October - TBA
Saturday 17th October - [REDACTED] amplified music from 22:15 - 23:00)
Saturday 24th October - [REDACTED]
Saturday 31st October - [REDACTED] (promoter)
Sunday 1st November - [REDACTED]

All events will go on sale next Weds 1st July,

Community Opportunities

We are building out our community offering and information page and I wondered if the Royal Docks team have any other recommended organisations for us to liaise with;

<https://www.ironworks.london/community>

The page has opportunities for people in Newham to sign up for work with our bars and on the ground staffing. We will also be looking at reduced-price tickets for low-income residents of Newham (in addition to our free ticket offering). We are also looking at opportunities for young people in Newham interested in a career in events - whether that's shadowing opportunities or drop-in walk around days to view the space and speak to event professionals (more to come on that). If you have any suggestions for local publications we can share these opportunities with, I'd be keen to hear about them!

Finally, we will be doing a guest list donation for a local charity and wondered if you had any suggestions for local charities particularly in need - it's always great if there is a tie to

culture or music so there's a greater affinity between our project and the charity and opportunity for greater collaboration than just sharing funds.

Very best,

[REDACTED]

[REDACTED]
YG Projects Ltd

[REDACTED]

From: [REDACTED]@royaldocks.london>

Date: Thursday, 21 May 2026 at 6:59 pm

To: [REDACTED]@ygprojects.com>

Subject: RE: Email introduction

Thanks [REDACTED]. Exciting!

Have passed onto relevant members of the Royal Docks Team.

Best wishes

[REDACTED]

[REDACTED]
Event Producer

[REDACTED]
[\[REDACTED\]@royaldocks.london](mailto:[REDACTED]@royaldocks.london)

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Royal Docks Team
City Hall
Kamal Chunchie Way
London E16 1ZE



A joint initiative from the Mayor of London and Mayor of Newham

From: [REDACTED]@ygprojects.com>

Sent: 21 May 2026 17:12

To: [REDACTED]@royaldocks.london>; [REDACTED]
[REDACTED]@newham.gov.uk>; [REDACTED]@amaad.co.uk>; [REDACTED]@u-live.com

Cc: [REDACTED]@newham.gov.uk>

Subject: Re: Email introduction

Hi [REDACTED]

I hope you are well.

We will be announcing Ironworks as a new venue space next Wednesday 27th May via press release and social media.

We are intending to confirm and announce our 2026 Show dates shortly after with a press event taking place on 3rd June.

Show dates are most likely to be:

- Show Date 1: Saturday 3rd October 12:00 - 22:00 (music event)
- Show Date 2: Saturday 10th October 12:00 - 22:00 (music event)
- Show Date 3: Sunday 11th October 12:00 - 22:00 (music event)
- Show Date 4: Saturday 17th October 17:00 - 22:00 (music and sports event)
- Show Date 5: Friday 23rd October 17:00 - 22:30 (music event)
- Show Date 6: Saturday 31st October 12:00 - 22:00 (music event)
- Show Date 7: Sunday 1st November 12:00 - 22:00 (music event)

Our stakeholder engagement plans include:

- 27th May - community web page launches with ticket ballot (local resident tickets) and local resident email contact - via the Ironworks website
- 3rd June - Press Launch 4pm - 6pm (we'd love for you or any of the Royal Docks team to join - **invite attached** - please share names with me if anybody would like to attend)
- 5th August - key stakeholder meeting to our core list of local stakeholders
- 21st August - resident letter draft and catchment area shared with council
- 1st September - resident letter delivered to residents with event specific info (including web link, residents hot line, any local road closures etc.)

Please let me know if you have any questions.

Very best wishes,

[REDACTED]

From: [REDACTED] <[\[REDACTED\]@royaldocks.london](mailto:[REDACTED]@royaldocks.london)>

Date: Friday, 27 February 2026 at 12:55 pm

To: [REDACTED]@ygprojects.com>; [REDACTED]@newham.gov.uk>;
[REDACTED]@amaad.co.uk>; [REDACTED]@u-live.com [REDACTED]e@u-live.com>
Cc: [REDACTED]@newham.gov.uk>

Subject: RE: Email introduction

Thanks [REDACTED] for the update.

Do keep in touch as plans progress so we can support your plans going forwards.

Best wishes

[REDACTED]

[REDACTED]
Event Producer

[REDACTED]
royaldocks.london

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Royal Docks Team
City Hall
Kamal Chunchie Way
London E16 1ZE



A joint initiative from the Mayor of London and Mayor of Newham

From: [REDACTED]@ygprojects.com>
Sent: 23 February 2026 11:01
To: [REDACTED]s@royaldocks.london>; [REDACTED]
[REDACTED]@newham.gov.uk>; [REDACTED]@amaad.co.uk> [REDACTED]u-live.com
Cc: [REDACTED]@newham.gov.uk>
Subject: Re: Email introduction

Hi [REDACTED]

I hope you are well.

Following on from my email of 9 Feb, I wanted to let you know we are no longer holding the event on 23 & 24 May. Our first event will take place on 3 & 4th October followed by 30th, 31st Oct and 1st Nov.

I look forward to catching up in due course over stakeholder liaison.

Very best,

[REDACTED]

YG Projects Ltd

[REDACTED]

From: [REDACTED] <[\[REDACTED\]@vgprojects.com](mailto:[REDACTED]@vgprojects.com)>

Date: Monday, 9 February 2026 at 12:43 pm

To: [REDACTED] <[\[REDACTED\]@royaldocks.london](mailto:[REDACTED]@royaldocks.london)>, [REDACTED] <[\[REDACTED\]@newham.gov.uk](mailto:[REDACTED]@newham.gov.uk)>, [REDACTED] <[\[REDACTED\]@amaad.co.uk](mailto:[REDACTED]@amaad.co.uk)>, [REDACTED] <[\[REDACTED\]@u-live.com](mailto:[REDACTED]@u-live.com)> <[\[REDACTED\]@u-live.com](mailto:[REDACTED]@u-live.com)>

Cc: [REDACTED] <[\[REDACTED\]@newham.gov.uk](mailto:[REDACTED]@newham.gov.uk)>

Subject: Re: Email introduction

Hi [REDACTED]

Great to meet you!

We are from [AMAAD](#) and are planning to host three events this year at the old ASD venue known as 'Silvertown Harrigan's Yard' just off [Scarab Close](#). We have spoken with some local stakeholders at Trinity Buoy Wharf and distributed letters to some of the residential buildings in the area as part of our Premises Licence application in Nov/Dec of last year.

We now have our Premises Licence and are into the planning phases for three electronic music events this year of around 8,000 capacity per day, taking place between the hours of 12:00 - 22:30. Planned dates are:

Weekend 1: 23 & 24 May

Weekend 2: 3rd & 4th Oct

Weekend 3: 30th & 31st Oct & 1st Nov

We'd like to make sure we are liaising with the relevant local stakeholders and keeping them informed of our event plans.

I look forward to hearing your thoughts,

Very best,

[REDACTED]

YG Projects Ltd
[REDACTED]

From: [REDACTED] [s@royaldocks.london](mailto:[REDACTED]@royaldocks.london)>

Date: Thursday, 5 February 2026 at 7:19 pm

To: [REDACTED] [@newham.gov.uk](mailto:[REDACTED]@newham.gov.uk)>, [REDACTED] [@amaad.co.uk](mailto:[REDACTED]@amaad.co.uk)>, [REDACTED] [@ygprojects.com](mailto:[REDACTED]@ygprojects.com)>, [REDACTED] [@u-live.com](mailto:[REDACTED]@u-live.com) <[REDACTED]@u-live.com>

Cc: [REDACTED] [@newham.gov.uk](mailto:[REDACTED]@newham.gov.uk)>

Subject: RE: Email introduction

Thanks [REDACTED]

Happy to follow up with [REDACTED] – would be good to get an overview from you and see how we might be able to support and join everything up.

Best wishes

[REDACTED]

[REDACTED]
Event Producer

[REDACTED] [royaldocks.london](mailto:[REDACTED]@royaldocks.london)

www.royaldocks.london
[Twitter](#) [Instagram](#) [Facebook](#)

Royal Docks Team
City Hall
Kamal Chunchie Way
London E16 1ZE



A joint initiative from the Mayor of London and Mayor of Newham

From: [REDACTED] [@newham.gov.uk](mailto:[REDACTED]@newham.gov.uk)>

Sent: 05 February 2026 12:05

To: [REDACTED] [@amaad.co.uk](mailto:[REDACTED]@amaad.co.uk)>; [REDACTED] [@ygprojects.com](mailto:[REDACTED]@ygprojects.com)>; [REDACTED] [@u-live.com](mailto:[REDACTED]@u-live.com); [REDACTED] [@royaldocks.london](mailto:[REDACTED]@royaldocks.london)>

Cc: [REDACTED] [@newham.gov.uk](mailto:[REDACTED]@newham.gov.uk)>

Subject: Email introduction

Hi everyone,

I thought it would be a good idea to send an email introduction so that you can discuss relevant details about the Thames Wharf events as well as share local knowledge.

[REDACTED] are all involved in the delivery of the music events at Thames Wharf this year.

[REDACTED] works for the Royal Docks Team (in Events) and works closely with local stakeholders.

If we can assist with anything, please do get in touch.

Best wishes,

[REDACTED]
Environmental Health Officer - Events | Licensing & Regulations, Environment & Sustainable Transport
London Borough of Newham

East Ham Town Hall, 324 Barking Road, London, E6 2RP

[REDACTED]
newham.gov.uk



Read more about our Building a Fairer Newham plan [here](#) and watch [here](#).

We would be grateful if you could kindly complete a very short customer survey about your recent experience by clicking on the link [Customer Survey Licensing](#)

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From: [REDACTED]
To: [REDACTED]
Subject: Re: Sound testing at Ironworks (Thames Wharf)
Date: 20 March 2026 14:12:28
Attachments: [image001.png](#)

Hi [REDACTED],

Do you need one for local residents? If it's just for yourself and colleagues you can contact me on [REDACTED]

Very best,

[REDACTED]

From: [REDACTED]
Date: Friday, 20 March 2026 at 12:42 pm
To: [REDACTED]
Subject: RE: Sound testing at Ironworks (Thames Wharf)

Hi [REDACTED]
Thanks for letting me know. I can pass this information on to colleagues and stakeholders.
It would be useful to have a contact number on the day. Can you provide this please?
Many thanks

[REDACTED]
[REDACTED]
Event Producer

[REDACTED] royaldocks.london

www.royaldocks.london
[Twitter](#) [Instagram](#) [Facebook](#)
Royal Docks Team
City Hall
Kamal Chunchie Way
London E16 1ZE



A joint initiative from the Mayor of London and Mayor of Newham

From: [REDACTED]
Sent: 20 March 2026 12:37
Cc: [REDACTED]
Subject: Sound testing at Ironworks (Thames Wharf)

Hi there

I hope you are well. I am reaching out to notify you that we, AMAAD will be carrying out

some sound testing at Ironworks (locally known as Thames Wharf) on Thursday 2nd April between 12pm - 4pm.

The tests will consist of intermittent periods of music to be played at the levels expected of an event. The tests are to understand the sound proofing requirements for the venue ahead of our events taking place in October.

We are letting you know as you may receive questions from residents or notice the music playing in the local area yourselves on that day.

If you have any questions, don't hesitate to get in touch.

Very best,

[REDACTED]

YG Projects Ltd

[REDACTED] 8

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