

MAYORAL DELEGATION AND DIRECTION TO TRANSPORT FOR LONDON IN RELATION TO THE GARDEN BRIDGE TRUST

BACKGROUND

- A. A project to construct new bridge in central London connecting Temple with the South Bank ("the Garden Bridge") is being delivered by the Garden Bridge Trust ("the Trust").
- B. The Mayor is supportive of this project. Accordingly he has agreed in principle that the Greater London Authority ("GLA") should provide guarantees in respect of obligations to be owed by the Trust to the Port of London Authority in a river works licence and to both Westminster City Council and the London Borough of Lambeth in respect of ongoing maintenance obligations ("the Guarantees").
- C. Transport for London ("TfL") will be required to fulfil and fund the obligations under the Guarantees other than those relating to the establishment, upkeep, maintenance and operation of the gardens and public spaces.
- D. Additionally, TfL will be required to undertake activities in relation to the Garden Bridge in order to protect the interests of the GLA and of TfL, and (where appropriate) to provide limited support to the delivery of the Garden Bridge project; and to provide funding of up to £60million (incorporating £30million from the Government) to the Trust, for the purposes of securing the delivery and construction of the Garden Bridge, on such terms and conditions and in such form or manner as considered appropriate by TfL.
- E. It is now intended to formally record these arrangements by way of Mayoral Direction and Delegation.

DELEGATION

- 1. Under section 38(1) of the Greater London Authority Act 1999 ("the GLA Act"), I hereby delegate to TfL for the purposes of furthering the promotion of social and economic development and furthering the improvement of the environment in Greater London, the exercise of the Mayor's powers in sections 30 and 34 of the GLA Act to empower and enable TfL to:
 - (i) perform such activities as are necessary or expedient to fulfil the obligations to be imposed on the GLA in the Guarantees, other than those relating to the establishment, upkeep, maintenance and operation of the gardens and public spaces, and to make appropriate budgetary provision in that regard;
 - (ii) to perform such activities in relation to the Garden Bridge as are necessary or expedient in order to protect the interests of the GLA and of TfL, and (where appropriate) to provide limited support to the delivery of the Garden Bridge project, and to make appropriate budgetary provision in that regard;
 - (iii) provide funding of up to £60million (incorporating £30million from the Government) to the Trust, for the purposes of securing the delivery and

construction of the Garden Bridge, on such terms and conditions and in such form or manner as considered appropriate by TfL.

- (iv) do anything that is necessary or expedient for the purposes of (i – iii) above; and
- (v) do anything that is conducive or ancillary to the above activities.

2. The delegation above is made subject to the following conditions:

- a. That the powers delegated to TfL under section 1 above are exercised in accordance with the requirements of sections 30-34 of the GLA Act, and in accordance with any instructions or guidance issued by me or any officer I nominate;
- b. The activities carried out by TfL further to this delegation will be the subject of reports and advice to me on progress and developments; and
- c. TfL shall at all times afford the GLA's Monitoring Officer all reasonable co-operation and access to documents and facilities as may be required from time to time in respect of that person's duties under section 5(2) of the Local government and Housing Act 1989 as substituted by section 73(6) of the GLA Act.

DIRECTION

3. In accordance with section 155 of the GLA Act, I hereby direct TfL to exercise its powers and the powers delegated to it in section 1 above to provide from TfL's own budget and in accordance with TfL's internal corporate governance arrangements and all relevant law to perform such activities as are necessary or expedient to perform the activities set out in section 1.

Signed



Boris Johnson
Mayor of London

Date

4 JUNE 2015