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From: De Cani Richard (CORP) [redacted]
Sent: Thursday, January 29, 2015 08:27 AM GMT Standard Time
To: Fiona Fletcher-Smith; Debbie Jackson
Cc: Ritchie Charles
Subject: FW: Ops and management plan

Fiona and Debbie – attached are two documents that were prepared for the Planning Committee which summarise the proposal for operations and management of the garden bridge. In addition to this Charles Ritchie from our joint legal team is preparing a summary of the legal advice on the issue of guarantees.

Have we got a meeting in the diary with Martin to discuss next steps ?

Thanks Richard

Garden Bridge

Draft Operation and Management Plan

September 2014

GARDEN BRIDGE

gardenbridgetrust.org

No.1155246

Contents

1 Introduction

1.1. Introduction

1.1.1. This Operation and Management Plan (OMP) sets out how the Garden Bridge (GB) will be managed on opening in 2018. It allows for a construction hand over period from late 2017. This document has been prepared in draft for early consultation with the local authorities and key stakeholders. This consultation is essential to ensure the plan addresses all issues for the bridge and surrounding area. The OMP will be comprehensively reviewed and updated based on the outcome of this consultation. The final OMP will be subject to approval by Westminster City Council (WCC) and the London Borough of Lambeth (LBL) through a condition or a Section 106 obligation. It is envisaged that the final OMP will be submitted for approval no later than 6 months prior to the opening of the bridge. Additional related documents will also be approved through condition including a wayfinding and signage strategy and Travel Plan.

1.1.2. A Garden Bridge Trust (GBT) Operations Reference Group will be set up with stakeholders in early 2015 to discuss the draft plan. This will provide a forum attended by senior operations mangers from organisations both sides of the river and the GBT. This Group will continue post opening of the Garden Bridge to coordinate event management, safety & security and accessibility.

1.2. Supporting Documents

1.2.1. The OMP will be supported by an Asset Management Plan and a Landscape Maintenance Plan. They will also be circulated to key stakeholders for comment in due course.

1.2.2. Appended to the OMP will be a series of plans. They will be prepared by GBT staff or outside contractors. They will include, but are not limited to:

- a Normal Operating Procedure (NOP) to include crowd management;
- a Transport Plan;
- emergency action plan (to include emergency evacuation);
- a waste management plan; and
- a maintenance implementation plan.

1.2.3. A series of protocols will also be put in place 6 months before bridge opening for use by all staff. These will typically include, but are not limited to, security, enforcement & crime reduction, lost and vulnerable persons.

1.3. Objectives

1.3.1. This Operation and Management Plan aims to:

- provide efficient running and daily operation of the bridge and bridge facilities;
- maintain a high level of visitor satisfaction and enjoyment of the bridge;
- provide all support required for events ensuring successful events which make full of the GB potential; and
- provide a framework for discussions with existing operators in the area and assist in managing interfaces and collective requirements (safety, emergency procedures etc.).

1.3.2. This document sets out how the infrastructure, visitors and activities set out in Section 2 will be managed efficiently and safely through the OMP.

1.4. Review

1.4.1. The approved OMP will be a live document and will be reviewed on the first year of opening and subsequently on the second, third and fifth years and every five years thereafter. The approved OMP will also be reviewed at any time at the request of either the GBT or the local planning authorities. It may not be necessary to review the entire plan on every occasion. The scope of the review will be agreed in advance by the GBT and the LPAs, in consultation with the Operations Reference Group. The review process will include consultation with the Operations Reference Group. This will allow operation management to adapt as the bridge use develops, and specifically address any impact of bridge visitors on surrounding land uses.

2 The Scope of the Plan

2.1. Bridge Infrastructure

2.1.1. The Garden Bridge will be a new pedestrian crossing between the South Bank and Temple on the north bank. There will be landings on both the north and south banks of the River Thames within the WCC and the LBL. Figure 2.1 sets out the area that will be managed by the Garden Bridge Trust. This land and all therein will be the responsibility of the GBT, the guidelines for management of which is set out in this OMP.

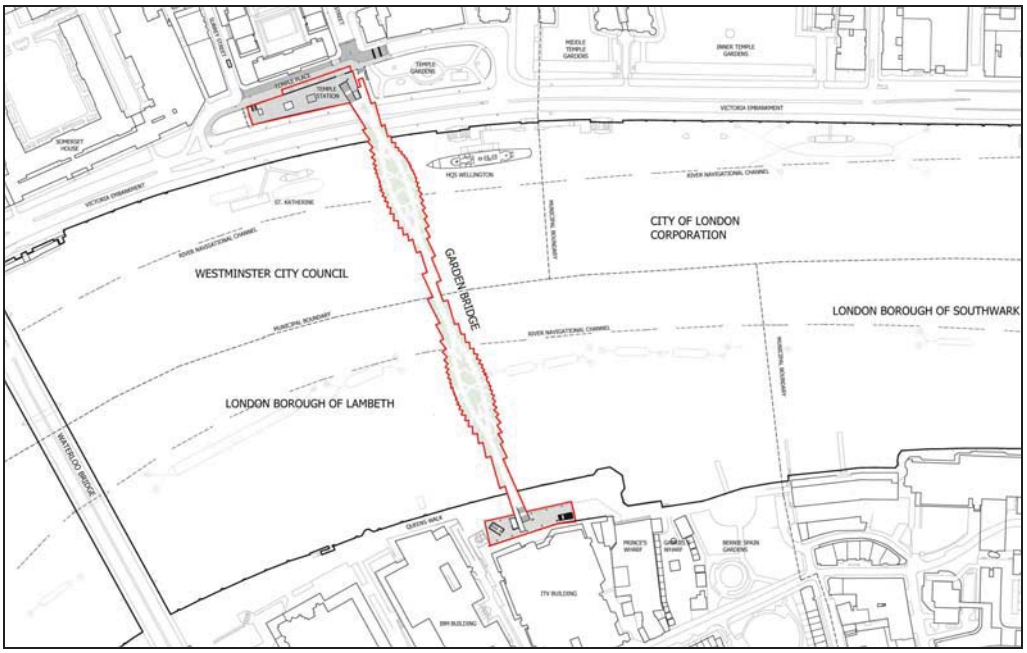

Figure 2.1 The Garden Bridge

2.2. The Bridge

2.2.1. The bridge span will be approximately 366 metres. There will be a 4m wide footpath across the bridge, dividing into two paths (minimum of 3 metres wide) over the piers. Secondary paths will provide links through the two central garden areas located over the piers to the primary paths on either side. There will be stairs at each end of the bridge (approximately 5.7 metres wide) with balconies (or viewing promontories) located off the primary paths. CCTV and lighting will be provided across the bridge and at the landing points. A garden will be planted on the deck of the bridge including approximately 270 trees (c.45 Species).

2.3. The North Landing

2.3.1. On the north bank the bridge will land on the roof of the existing Temple London Underground (LU) Station. Access on and off the bridge will be provided by stairs, a ramp and two lifts from the bridge deck to the existing Temple LU building roof level. The existing stairs to Temple Place at the east end of the roof will be replaced by new stairs and a ramp. A new stone-clad wall will be erected to the north of the proposed ramp to match the existing north elevation of the Temple LU Station building.

2.4. The South Landing

2.4.1. The south landing will be located adjacent to the ITV building on the South Bank and will comprise a new building housing the operations room, maintenance, storage and welfare facilities for the bridge staff. It will also include approximately 410m2 of retail/café space (excluding plant and circulation space). This building will form a podium for the southern landing. Access from the bridge deck to the podium level will be provided by a set of stairs and two lifts. An electrical substation will be located in the south-west corner of the building.

2.5. The Visitors

2.5.1. The Garden Bridge will have a maximum capacity of 2500 visitors (as limited by Fire Safety Regulations). During the first year of operation the expected weekday average flows will be between 2000 – 3000 visitors per hour with a peak at 4500 visitors per hour, approximately 27,000 visitors per week day.

2.5.2. On a Saturday the expected average flows will be between 2000 – 4000 visitors per hour with a peak at 5000 visitors per hour (30,000 per day). On a Sunday the expected flows are 1000 – 2000 visitors per hour with a peak of 2700 visitors per hour (18,000 per day). It is anticipated that these numbers will normalize approximately 12-18 months after opening.

2.5.3. It is estimated that the Garden Bridge can expect 7.1million visitors annually. Figure 2.2 provides an estimated profile of the visitors throughout the year.

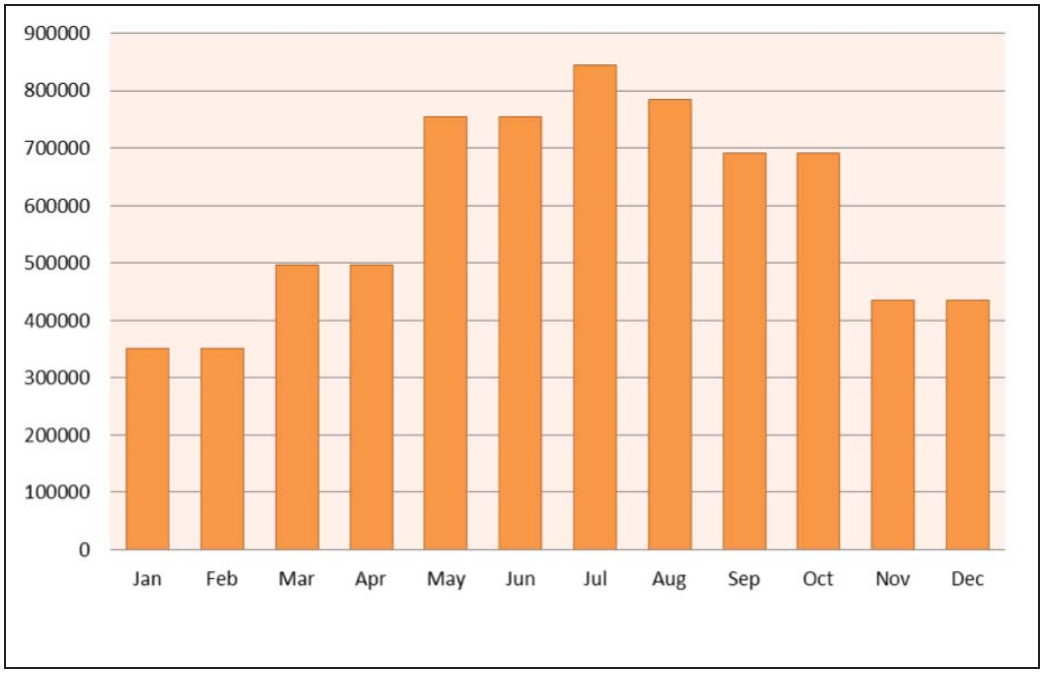

Figure 2.2 Garden Bridge Estimated Visitors by Month

2.5.4. Figure 2.2 shows there will be a peak in the warmer summer months with a visitor profile of approximately 30,000 to 90,000 a month. Operations have been designed to manage 75,000- 90,000 visitors all year round as standard.

2.5.5. Pedestrian flow surveys have also been conducted at various River Thames crossing points. Figure 2.3 shows that the Garden Bridge is likely to be the fifth busiest river crossing (based on weekday maximum flow rates).

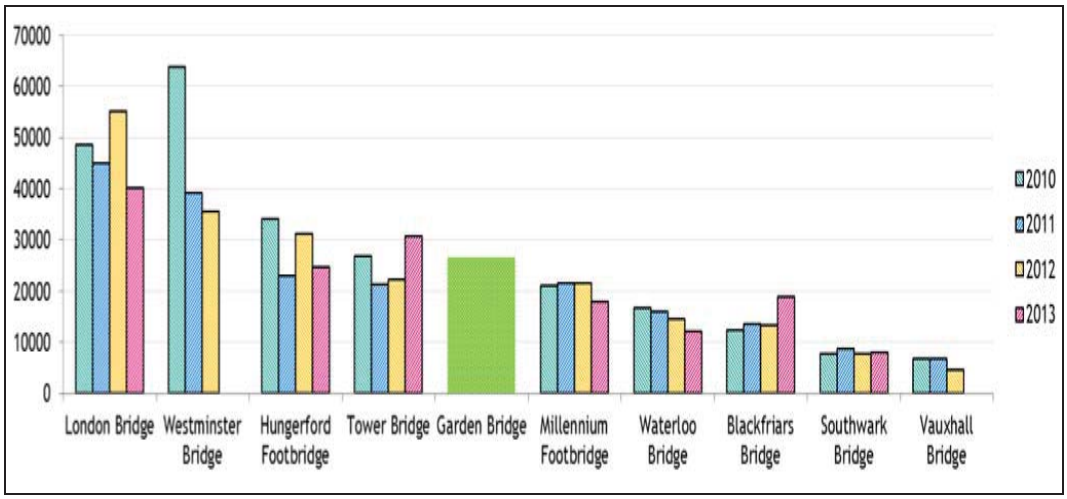

Figure 2.3 Maximum Weekday Flow

2.5.6. Of the 7.1million visitors GBT expects this to equate to approximately 3million new visitors to the Southbank area, which is an increase of just over 10% on the current visitor numbers in this area.

2.6. Bridge Use

2.6.1. The Garden Bridge has been divided into four operational zones; the deck, the north landing point, the south landing point and impacted areas outside the Garden Bridge footprint.

2.6.2. The use of these zones has been divided into core use, frequent activities, seasonal activities and events. Table 2.1 sets out some example activities for each use. This OMP sets out how the types of visitors and associated activities will be safety and efficiently managed.

Table 2.1 Bridge Use and Example Activities

Use	Example Activities
Core use	• Transport link; commuting pedestrians or as access to attractions north and south of the river; • Open Space; users of the bridge public open space; and • Tourist attraction; visitors to the bridge as an attraction.
Frequent activities	• Education; scientific, geographic and natural environment learning as part of wider school engagement programme • Visitor Programmes – horticultural special interest groups, walking groups etc. • Local engagement – collaboration with the local community for events
Seasonal activities	• Observation – a viewing platform for New Year's Eve or the London Marathon, or River Thames Events such as flotillas • Guided tours – specific tours of the Garden Bridge for people of special interest to London e.g. Royal visits, International Mayoral visits, opportunities to promote London. • Events – Culture and community festival celebrations, Outdoor Proms, Exhibitions in collaboration with the Tate etc. • Garden Maintenance – redesign or replanting of an area within the five planned garden zones
Events	• Private engagements – temporary zoned off areas to host a launch party or celebration etc. • Fund raising – Opportunities for the Garden Bridge Trust and or the local community to host events which generate income for the bridge or closely associated causes.

	• Other – World record attempts, themed gardens, outdoor theatre, vigil or memorial event

3 South Bank Contributions

3.1.1. The GBT acknowledge the potential for specific measures on the South Bank to accommodate increased visitor numbers generated by the bridge. Following extensive discussions with Lambeth, landowners and operators in the vicinity of the bridge, the GBT agree to an annual payment as a contribution towards the increased costs associated with relevant off-site impacts. In the first year after opening this will be up to a ceiling of £250,000 (subject to an open book assessment of actual costs incurred) and each year thereafter it will be a sum to be agreed based on the actual impacts derived from monitoring during the previous year. The specific arrangements are to be agreed with Lambeth.

4 Staff and Personal Management

4.1. Management Team

4.1.1. The garden bridge will be run by a general manager and an operations and management team. Indicative roles and responsibilities are set out in Table 3.1. It will be the responsibility of the general manager to ensure that there is:

- clear delineation of accountability and responsibility;
- a single command structure;
- clear lines of communication; and
- single set of operational procedures and emergency action plans.

4.1.2. The daily operations of the bridge will be managed by the Deputy General Manager and their team. They will work closely with the safety and security team, events management and maintenance. All team roles and responsibilities will be reviewed on the first year of opening to ensure that it meets all operational needs. Synergies between the various teams will also be explored to ensure that they are working well together to meet all the needs of bridge operations and maintenance.

Table 3.1 Roles and Responsibilities

Role	Functions
General Manager	Responsible for the day-to-day operation and management of the bridge. Accountable to the Garden Bridge Trust to deliver and maintain their strategic objectives for the Garden Bridge. Ultimate decision maker on operational and commercial decisions.
Deputy General Manager	Delegated authority as determined by the General Manager and deputises for the General Manager on real-time operational decisions in their absence.
Operations Duty Manager	Shift manager for all operational staff on duty, resolves medium to low level issues at source with staff on shift. Reports to the Deputy General Manager.
Safety & Security Manager	Responsible for the safety and security of the bridge, defining security strategies, advising on adaptations to existing plans to manage events or act on intelligence. Attends local meetings (e.g. Southbank Business Watch) and is primary security contact for the bridge, liaising with

	external security teams. Reports to the General Manager
GB Hosts	Public face of the Garden Bridge Trust, qualified stewards and accredited staff providing friendly welcome, general information (not tourist information), soft management and low-level enforcement. Reports to the Operations Duty Manager
GB Cleaners	Clean team tasked with maintaining the expected service levels of cleanliness throughout the gardens, and in both landings. Reports to the Operations Duty Manager
Events Manager	Responsible for safe delivery of events on the bridge. Primary contact for event requests and ensuring all stakeholders are aware of the forward schedule of events. Attend local meetings (e.g. Visitor Management Group) to ensure a collaborative approach and all events are deliverable based on other local events. Reports the General Manager
Maintenance Manager	Responsible for maintenance and repair activities within the Garden Bridge footprint. Reports the General Manager
Maintenance Engineers / Contractors	Delivery of general maintenance. Reports to the Maintenance Manager
Head Gardener	Responsible for all horticultural aspects of the gardens including plant management, feeding and design. Reports to the General Manger
Garden Landscapers (incl. volunteers)	Delivery of garden maintenance. Reports to the Head Gardener
Visitor Coordinator	Responsible for coordinating all visitor programmes and group visit requests, including liaising and scheduling associated transport arrivals and departures. Reports to the Events Manager.
Volunteer Coordinator	Responsible for the training, development and engagement of all volunteers (predominantly for garden management). Support volunteer recruitment programmes as required.
Marketing & Comms Manager	Responsible for all marketing and comms initiatives and public engagement communication. Working closely with all members of the management team to promote the Garden Bridge.

4.2. Training and Team Development

4.2.1. The GBT are committed to gaining CSAS accreditation for the operations teams (management and hosts) as a minimum standard

requirement. This is the current standard achieved by other land uses on the Southbank and encouraged by the Northbank Business Improvement District (NBID).

4.2.2. The GBT will ensure that all staff are appropriately trained to carry out the tasks under each role. This will include SIA trained stewards and/or NVQ Levels 2 – 4 in Spectator Safety (Level 2 Steward, Level 3 Supervisor, and Level 4 Event Safety Officer). This will ensure events are managed in a professional and safe manner.

4.2.3. At each review the GBT will also look at how the team can be further developed to meet the needs of bridge operation and management.

4.3. Volunteer Programme

4.3.1. A volunteer programme will be created by the GBT to support the operation of the Garden Bridge. Volunteers will help with horticultural maintenance and visitor services, working alongside Garden Bridge staff. Volunteers will also encourage participation by the local community, help develop new skills, and establish a sense of Garden Bridge stewardship or ownership. Volunteers from the local communities also serve as goodwill ambassadors, providing a welcoming and friendly face to visitors from the local community.

4.3.2. Prior to opening GBT will work with Coin Street Community Builders (CSCB) and other local organisations to investigate how existing volunteer groups in the local community could be expanded. This could include a 'Friends of the Garden Bridge' group being established. Initial discussions with WCC Parks have indicated this could be a format and spring board to increase local engagement in other green areas of central London. Opportunities to make links with local schools will also be explored.

4.4. Contractors

4.4.1. The GBT will contract out some services such as bridge maintenance. The team will ensure that each appointment receives a formal induction which includes a detailed explanation of all operations plans and procedures.

4.5. Awards & Certifications

4.5.1. The Garden Bridge team will seek to provide a safe, secure, clean and well maintained environment for visitors. They will also promote ecological and sustainable operation and management to support the natural environment. They will pursue accreditation in schemes like the Green Flag Award, London in Bloom and ISO14001 to show a commitment to setting high standards.

5 Consultation and Communication

5.1. The Draft Operation and Management Plan

5.1.1. The GBT has consulted widely on the planning application. This draft OMP will also undergo the same rigorous consultation. Stakeholders can be divided into the following:

- **Local authorities:** Westminster City Council, London Borough of Lambeth;
- **Statutory bodies:** Emergency Services, Port of London Authority, Environment Agency, Transport for London, London Underground, Greater London Authority ;
- **Adjacent landowners;** ITV Studios, IBM, Coin Street Community Builders, King's College, Arundel Great Court, the National Theatre; other organisations in the vicinity of the bridge; and
- **Local residents and interest groups;** Jubilee Gardens, Bernie Spain Gardens, Gabriel's Wharf, the London Eye, the Southbank Centre and community and employee engagement groups including CSCB and South Bank Employers Group (potentially through the Visitor Management Group).

5.1.2. The above groups will be consulted prior to the submission of the final OMP. Consultation will take the form of meetings and forums. The GBT will carry out this consultation over the coming months in parallel to any consultation undertaken by the LPAs.

5.2. Day-to-Day Operation and Management

5.2.1. The GBT will consult widely once the bridge is open with a number of groups and individuals on a range of issues. For example community groups will be consulted on the potential for combined events and discussions will be held with local schools on the potential for educational visits.

5.2.2. The Operations Reference Group (as explained in Section 1) will be used to consult on day-to-day implementation of the plan. This will include co-ordination and planning of events, management of events and co-ordination of routine issues such as waste management. The GBT recognise consultation and co-ordination with all stakeholders is critical to successful and efficient operation of the Garden Bridge within the local community. The group will also undertake a review of the OMP on the first year of opening (and subsequent years detailed in section 1.4) to revise and update the plan based on the year's issues and lessons learned.

5.3. Communications

5.3.1. Communications is the task of informing groups and individuals about a wide range of issues related to the bridge. For example, the date and time of an event, new closing hours or changes to signage. This communication sits outside the remit of this plan. The GBT will prepare a communication plan for bridge opening and also for day-to-day operations. These plans will be prepared in close liaison with the operations team. All communications about the bridge operations will be communicated to the Operations Reference Group, the stakeholders identified in section 4.1.1 and the local community.

6 Management of Bridge Operations

6.1. Operational Control

6.1.1. The operation of the bridge will be managed from a control room located in the south landing building. It will house the operations office, CCTV monitors, crowd monitoring software and a handheld radio system. The Garden Bridge control room will also be connected by telephone or radio to all local operators and security personnel via their own command centres. This will ensure consolidated management of bridge operations which integrates with all other local land uses. This system will be tested prior to opening.

6.1.2. During the first 12-18 months after opening the bridge the control room will be staffed by a member of the operational team 24 hours a day. If the bridge is closed for the day then the control room will also be closed. After the first year of opening the GBT will assess the requirement for a 24 hour presence in the control. This will be done through the review process and in consultation with key stakeholders.

6.1.3. The Garden Bridge operations team will likely consist of a deputy general manager supported by operations managers, bridge hosts and the clean team. The operations managers will manage the control room and will be the single point of contact for all operational communication. Their remit will include responsibility for bridge opening and closing, evacuation and delivery schedules. They will also liaise with surrounding stakeholders to ensure co-ordination of bridge operations with other adjacent activities on the south and north banks.

6.1.4. A Normal Operating Procedure (NOP) will be submitted with the final OMP 6 months before bridge opening. It will cover all areas of operation including procedures for bridge opening and closure. All key stakeholders will be consulted on the NOP through the Operations Reference Group.

6.1.5. The bridge will have a comprehensive CCTV system. It will be compliant with the guidelines set out by the Information Commissioners Office (ICO) in the CCTV Code of Practice 2008. The location of the CCTV equipment will be fixed under the planning consent. It will be used to record use of the bridge but will not be observed in ‘real time’. The need for a pan tilt zoom (PTZ) overlay for large events will be assessed in consultation with stakeholders and may be included in the final OMP.

6.2. Hours of Operation

6.2.1. The Garden Bridge will be open to the public between 6am and midnight every day (except on rare occasions where closure may be necessary for events, maintenance. These are defined as ‘on hours’ which will leave a six hour window for bridge maintenance (‘off hours’).

It will also allow logistical movements which cannot be completely during 'on hours' for safety or security reasons.

6.3. Access Control

6.3.1. The bridge will be accessed on the north side by a ramp or stairs from Temple Place to the roof of Temple LU Station and to the bridge deck via stairs or a lift. The stairs and the ramp will have reinforced double gates to prohibit access when the bridge is closed.

6.3.2. Access to the south landing bridge level will be via a combination of stairs and lifts from The Queens Walk on the South Bank. The stair access points to podium level will be closed off by shutters. Electronic access will be provided for 'off hours' use by staff and emergency personnel. This will also be set out in detail in the approved OMP. All entrances will have simple signage to indicate when the bridge is open or closed.

6.3.3. The Garden Bridge will utilise real-time crowd counting technology in the form of ground level sensors at the access points. This will support access control decisions to ensure safe operation of the bridge, especially during 'off hours'.

6.4. Monitoring and management of Visitor Movement

6.4.1. It is important that the GBT understand as accurately as possible the numbers of visitors using the bridge to ensure safe levels of operation are maintained. A maximum of 2500 visitors will be permitted on the bridge as set out by fire safety regulations. Visitor numbers will be monitored to ensure that this number is not exceeded. Monitoring will also assist the GBT in understanding how the bridge is used and assist with planning and management of bridge use and facilities.

6.4.2. Crowd counting sensors will be installed at all bridge access points and gates. This is likely to be in the form of low level sensors. The use of a wifi crowd dynamic assessment tool is also being considered. A decision on whether to use wifi will be made only when the technology is proven. It is understood that SBEG are considering the use of this technology on the South Bank and the GBT will liaise with them about its use.

6.4.3. Low watt sensor points will also be installed across the bridge at approximately 50m intervals. This will enable an understanding of dwell periods and whether visitors enter and exit at the same gate or cross the bridge. The sensors will also provide flow rates of visitors to assist in bridge management.

6.4.4. There is also an opportunity for this to be rolled out to locations beyond the bridge footprint so assessment of the user arrival profile could also

be understood. This would enable an accurate assessment of our impact on the local community in terms of increased visitor numbers.

6.4.5. GBT aim to provide a Pedestrian Comfort Level (PCL) based on a Fruin Level of Service (LOS) B. This will provide an environment that feels safe and allows the free flowing unrestricted movement of visitors.

6.4.6. Current modelling has indicated that with a 25% uplift in visitors the bridge would reach LOS C for 1 hour mid-afternoon during the weekdays and for 2 hours mid-afternoon on Saturdays. It is also anticipated that the visitor numbers will normalise approximately 12- 18 months after opening. The review of the OMP will address the normalised visitor figures. Prior to the review (during the first 18 months) the operations team will be trained to accommodate spikes in demand (the 25% uplift). The numbers of bridge hosts and areas they cover will be adapted to respond to these increases in density and areas of bridge use. The hosts will be able to answer queries and manage visitor flows.

6.5. Crowd Control and Emergency Evacuation

6.5.1. The NOP will set out procedures for crowd management and control. It will also be supported by an Emergency Action Plan which will include emergency evacuation procedures (see Section 6.2). The NOP will be developed in consultation with adjacent operators, landowners, local authorities and emergency services. It will form part of the final operation and management plan and will be submitted with the OMP for approval 6 months before bridge opening. It will set out the triggers for crowd management, gate closure and emergency evacuation. It will be the responsibility of the on duty operations team who will rapidly deploy in the event of either an unplanned emergency or unusually high visitor numbers to ensure safe and expedient exit from the bridge. It will also require that staff are appropriately trained to manage large crowds and events in a safe manor.

6.6. Crowd Management

6.6.1. Crowd management capabilities have been included within the bridge design. The north and south landings will accommodate one-way crowd management flows up to the bridge deck level if required. This can be done quickly and efficiently with minimal disruption to the existing operation and visitors. On the north landing there is sufficient space to queue and hold visitors on one side of the new access ramp. The other side of the ramp would remain open for normal access.

6.6.2. A 600sqm area on south landing building roof has been specifically identified for queuing. It will accommodation a ‘Disney queues’ system with temporary installation of ‘Tensabarriers’ using floor sockets built into the deck. This will be the primary visitor queuing area for large events and as a tool for crowd management when required.

7 Management of Core Activities

7.1. Safety & Security

7.1.1. A safety and security manager will be responsible for a 24hour security team during the first year after opening. The need for 24hour security will be reviewed after the first year of operation. There will be comprehensive consultation with the London Metropolitan Police Service (MPS) and local authority crime reduction units on this OMP. Consultation on safety and security will also take place with all key stakeholders, specifically adjacent users/owners on the south and north banks. The objective will be to agree an OMP that works that ensure all groups are able to work together to ensure all measures are in place to protect the safety and security of bridge users and staff. As explained in Section 5 the garden bridge control room will be linked to all other local control rooms in the area to ensure a consolidated approach to management of safety and security.

7.1.2. The final OMP will include specific measures for:

- day-to-day operations (including management of daily issues such as rough sleepers, pick pockets, control of antisocial behaviour and emergency procedures) ;
- procedures for events; and
- the remit for a quarterly safety liaison forum (to involve the south and north bank operators, police and local authorities).

7.1.3. GBT will become CSAS registered. This will provide GBT equal powers and levels of enforcement as those currently deployed on the Southbank and the proposed plan for the North bank.

7.2. Emergency Action Plan

7.2.1. An Emergency Action Plan (EAP) will be developed before opening in consultation with the Operational Reference Group and key stakeholders. This will include incident and emergency procedures. It will cover:

- emergency evacuation;
- adverse weather – high winds, snow, ice and de-icing, heavy rain, extreme heat, high river levels;
- protests – mass protests, demonstration & marches and individual protests;
- medical emergencies – heart attacks, slips trips & falls, suicide;
- low level crime – Illegal trading, gambling, pick pockets, graffiti;

- serious Crime – Knife crime, mugging, aggravated attacks;
- fire evacuation; and
- terrorism

7.2.2. The final Emergency Action Plan will be submitted as part of the OMP for approval by the LPAs 6 months prior to opening the bridge.

7.3. Conditions of Entry

7.3.1. The final OMP will set out a list of Rules to govern the use of the bridge. This will be drawn up in consultation with the Operations Reference Group and agreed with the police. They will be displayed at well seen locations on the bridge and also bridge entrance points. They will also be available on the website. In the event that the Rules are broken, bridge staff will ask the individual or group to cease the activity and if necessary leave the bridge. Failure to comply may result in trespass the police would be called.

7.4. Cleaning and Waste Management

7.4.1. The approved OMP will include a waste management plan. It will be based on a detailed understanding of existing waste management in the area to ensure least impact to existing footway users and vehicle movements. It will also look at potential volume of waste based on estimated visitor numbers and associated frequency of waste collection. Waste management for events will also be addressed. The plan will be comprehensively reviewed during the first year of opening on a monthly basis to ensure that the staff, facilities and procedures meet the needs generated by bridge users.

7.4.2. There will be a cleaning team responsible for cleaning, waste collection and removal. They will also respond to any responsive cleaning needs e.g. spillages. General waste and recycling waste bins will be provided on both landings. Waste requirements for events or at peak use will be reviewed and temporary waste collection points will be installed as required at large pedestrian cross over points between the gardens.

7.4.3. Bins will be monitored and emptied on a rotation cycle. All waste will be removed and stored in the south landing building where secure on site storage will be provided. This will be kept under review and in the event that the waste produced exceeds the capacity of the south landing then alternative, off-site arrangements will be made.

7.4.4. The bridge will not include multiple retail uses so will not generate large volumes of waste. Waste disposal facilities will be provided to meet the needs of the one or two outlets in the south landing buildings that are currently proposed. Simple signage will re-enforce the message to use the bins provide, recycle and keeping the gardens clean and tidy for all. Cleaning staff will also be allocated specific time for cleaning the

access points and around the landing buildings. Refuse collection points will be in prominent positions at these locations.

7.4.5. Cleaning operations will be reviewed for events on a case by case basis and additional bins and cleaning staff provided as required.

7.4.6. Waste will be sorted into general, recycling and garden waste commercial bins housed in the south landing building or other appropriate facility off site subject to volume.

7.4.7. General and recycling waste bins will be transported on trollies from the rear of the building down the footway route between ITV Studios and IBM to a collection point on Upper Ground. This will be identified in close liaison with CSCB, IBM and ITV. The agreed location will be included in the final OMP.

7.4.8. Bins will be transported by the clean team during periods of low pedestrian footfall and will not be left unattended for long periods awaiting collection.

7.5. Garden Waste

7.5.1. The Landscape Management Plan will set out in detail measures to manage green waste including the possibility of sharing green waste composting and removal with other users.

8 Maintenance

8.1. Asset Management

8.1.1. The maintenance of the bridge will be contracted out. On contract award a Maintenance Implementation Plan (MIP) which includes a service schedule will be submitted for approval by the GBT. The MIP will be appended to the OMP. It will identify all elements of the bridge that will require regular service. It will also explain how daily maintenance requirements will be dealt with including issues that are identified by bridge staff. The service schedule will be reviewed at regular intervals. The hours for service requirements will be coordinated with the operational use of the bridge. Where possible works will be completed in non-operational hours or restricted to quiet periods.

8.1.2. Core infrastructure (e.g. lifts) will be monitored and managed separately by an external repair contractor. If a lift goes out of service engineers will respond in accordance with an agreed Service Level Agreement . The duty operations manager will be made aware of the fault and will adapt services as the situation demands. No active crowd management should be required but hosts may be deployed to provide information to the public.

8.2. Vandalism

8.2.1. GBT will take a zero tolerance approach to vandalism. Vandalism can include:

- paint and etched graffiti;
- leaving expression padlocks (i.e. memorable dates and expressions of love);
- loss, theft or damage to plant life; and
- deliberate misuse of bridge infrastructure (i.e. damaging benches or lighting).

8.2.2. Staff and volunteers will be vigilant and should vandalism be identified they will keep a log and ensure the maintenance contractor is notified for cleaning and repair. Where appropriate incidents will be reported to the police.

8.3. Pest Control

8.3.1. A contract will be let with a pest control company in liaison with the local authorities. The control of garden pests (aphids etc.) will be addressed with the landscape management plan.

9 Transport & Logistics

9.1. Transport

9.1.1. Vehicles will not be permitted on the Garden Bridge. They will be permitted access from Temple Place to the north and Upper Ground to the south to provide essential services such as plant life delivery, maintenance materials or green waste collection. The majority of servicing will be done from Upper Ground and goods transported by trolley to the South landing building.

9.1.2. A Transport Plan (including deliveries and servicing) will be appended to the final OMP and submitted to the local authorities for approval. It will be developed in partnership with key stakeholders and will cover:

- regular service transport e.g. waste collection;
- occasional transport e.g. event installation, plant life delivery, maintenance materials; and
- visitor transport e.g. coach parties, RHS membership visits and education visit.

9.1.3. A wayfinding and signage strategy will be approved under a condition as part of the planning consent. It will be based on Legible London with some local signage specifically for the bridge.

9.2. Visitor Programme and Transport Coordination

9.2.1. The Events Manager will manage visitor requests from groups such as horticultural specialist interest organisations and educational groups.

9.2.2. All groups of 8 or more visitors will be required to contact the Visits Coordinator to request a formal visit to the bridge. The Events Management Plan will set out a process for requests comprising high numbers (approx. 50+). This will include internal liaison within the GBT team and also external liaison with surrounding land uses. All visitors will be encouraged to use public transport where possible.

9.3. Cycling

9.3.1. The Garden Bridge will prohibit cycling on the bridge deck although cyclists can dismount and push their bicycle across the bridge on foot. Consultation on this OMP will look at whether further restrictions will be required during a peak period i.e. Saturday mid-afternoon.

9.3.2. The garden bridge will be served by 84 cycle locking spaces within 500m of the north landing and over 200 closely located Cycle Hire docking stations. To the south there will be 30 spaces for cycle locking spaces within 400m and over 100 Cycle Hire docking stations nearby.

9.3.3. In order to encourage visitors to cycle, the bridge will provide 38 additional cycle locking spaces within the public realm of the north landing and 20 additional cycle locking spaces within the vicinity of the south landing subject to agreement from the highway authority.

9.4. Public Transport

9.4.1. The bridge will provide an additional pedestrian river crossing to the between Temple LU Station and the South Bank by 2018 the Circle and District Lines will have new trains and signalling systems increasing capacity by 65% and 24% respectively. This increases the capacity of the station to accommodate any increase in visitor numbers.

9.4.2. GBT will work with LUL prior to opening the bridge to ensure that, where necessary, there is an integrated approach to operations, particularly for emergency evacuation. There will also be integrated working for situations such as station closure, where bridge users can be alerted to avoid unnecessary trips.

9.5. Accessibility

9.5.1. GBT will develop a specialist forum to consult on mobility and accessibility issues. This group will review emerging design and management issues from an accessibility perspective to ensure the bridge is inclusive when operational. This will include developing policies and procedures about mobility aids on the bridge. The forum will be maintained throughout operation to inform management practices.

9.5.2. The Garden Bridge will be constructed in line with the principles set out in the Equalities Impact Assessment (EqIA). Key operational information regarding the bridge will be provided in visual, audible and braille formats for those with impairments where necessary.

9.5.3. Our staff will be trained in the appropriate management of specific accessibility needs to ensure the best experience of visitors and staff. Specific visitor needs as part of arranged group visits will be captured by our Visits Co-ordinator to ensure appropriately resourced to meet their needs.

10 Event Management

10.1.1. The bridge will host a number of events each year as a method of fund raising. The Events Manager will be responsible for the management and coordination of each event. They will oversee events organised by external parties. Events will form a small proportion of bridge use, so are not anticipated to impact the day-to-day management and use of the bridge. Events management plans will be prepared in consultation with the Operations Reference Group and agreed with the local authorities in advance.

10.1.2. These will cover all areas of operation and management of an event (where not covered by other plans) including:

- safety and security;
- specific signage;
- emergency procedures (where not covered by the emergency plan);
- waste management;
- transport; and
- cleaning.

10.1.3. They will also set out how neighbours and key stakeholders will be consulted prior to each event. This will ensure that all events are co-ordinated to minimise any impacts on the local population but also to capitalize on benefits. Prior to each event the manager will prepare an action plan which sets out how the event will be managed. The framework for this action plan will be set out in an event management plan.

11 Testing & Operational Readiness

11.1.1. Testing and operational readiness activities will be carried out prior to the bridge opening to the public. Readiness activities will take the form of:

- Desktops (talk through);
- Simulations (walk through);
- Training Events (practical assessment); and
- Test Events (controlled live environment).

11.1.2. The readiness activities will need to prove to the LPAs that all staff are fully briefed, understand how the collective team functions and their individual roles and responsibilities.

Operations and Maintenance Business Plan

1. Purpose of the Document

1.1. The Garden Bridge Trust was incorporated in November 2013 and received charitable status in January 2014. The first set of audited accounts will be prepared at the end of the first financial year and will be ready for circulation in early 2015.

1.2. This document provides a framework for the Garden Bridge Operations and Maintenance Business Plan (OMBP). It sets out the overall approach for funding the annual running costs associated with the Garden Bridge (GB) from opening in 2018.

1.3. The document sets out the principles for funding the running costs associated with the Garden Bridge. The final OMBP will be subject to approval by Westminster City Council (WCC) and the London Borough of Lambeth (LBL) through a condition or a Section 106 obligation.

1.4. An updated and detailed OMBP will be submitted to Lambeth and Westminster for approval prior to commencement of the construction of the Garden Bridge in late summer 2015. The OMBP will include proposals for funding the annual running costs of the Garden Bridge and provide evidence of funding secured for at least the first five years of operations.

2. Garden Bridge Trust Objectives

2.1. The objectives of the Garden bridge Trust are as follows:

(i) To create a new free open green space in the centre of London, connecting the South and North banks with an innovative and creative solution, showcasing the best the UK design, construction and horticulture industries have to offer;

(ii) To promote for the benefit of the general public, the provision of facilities on the Garden Bridge and the surrounding area, for recreation, relaxation or other leisure-time occupation in the interests of social welfare and with the object of improving the condition of life for local communities and visitors alike; and

(iii) To promote for the benefit of the public the environmental protection, conservation and improvement of the physical and natural environment. This includes the promotion of plant conservation, horticulture, arboriculture and associated sciences on the Garden Bridge and the surrounding area; and

(iv) To advance public education, training, in particular with regard to horticulture, arboriculture and associated sciences and the history, culture and architecture of London; and

(v) To undertake the above in collaboration with other parties which share the Trust's values, where appropriate, to establish a long-term sustainable community outreach programme(s).

3. Guiding Principles for Operations and Maintenance

3.1. The guiding principles for funding the running costs associated with the Garden Bridge are set out below:

(i) The Garden Bridge Trust will be solely responsible for securing the funding of the running costs for the Garden Bridge;

(ii) Construction of the Garden Bridge will not begin until the Trustees regard funding for an initial five year period (2018-2023) as sufficiently secure; and

(iii) Whilst it is a core objective for the GBT to support and develop a volunteering programme for the Garden Bridge, it will need a dedicated team of staff to be responsible for the operation and maintenance of the Garden and to ensure it meets the objectives of the Garden Bridge Trust.

4. Annual Operating Costs

4.1. The annual operating costs for the Garden Bridge have been developed by the Garden bridge Trust with expert input from Lambeth and Westminster Councils, South bank Employers Group, the technical team led by Arup and through informal dialogue with landscape companies. This work has been overseen by a sub group of the Garden Bridge Trust.

4.2. A summary of the anticipated annual operating costs is set out below:

Description	Estimated Annual Cost	Comment
Operation of the Garden Bridge	£800,000	See (1) below
Maintenance	£500,000	See (2) below
Inspections	£50,000	See (3) below
Renewals	£300,000	See (4) below
Utilities and services	£200,000	See (5) below
Trust Running Costs	£1,000,000	See (6) below
Allowances	£300,000	See (7) below
Contingency	£300,000	See (8) below
Total	**£3,500,000**	

4.3. The following provides a description of the above cost items.

Operation of the Garden Bridge (1)

The management and supervision of visitors, users and the space itself, for safety and security purposes. The litter picking, cleansing and waste collection to ensure the demise is pleasant, safe and comparable to the adjacent spaces.

Operation also includes the securing of the demise out of hours, key-holding and out of hours attendance in the event of emergency

Maintenance (2)

The stewardship of the assets, surfaces and gardens so that the ambience is maintained, they are safe, secure and fit for purpose. This will typically involve the planned and preventative maintenance of the lifts, lighting, paving, and retention of a facilities maintenance provider to attend to faults and defects.
It will involve occasional deep cleaning of surfaces and de-icing as appropriate.

It also allows for the horticultural management of the trees and gardens.

Inspections (3)

The inspection will ensure the condition of the bridge and its services are periodically formally ascertained and any defects or damage identified and prioritised.

Renewals (4)

GBT recognise there is a limit to the useful, cost-effective life for each of the assets installed. The renewals provisions affords for the replacement of services, systems and equipment on a planned basis and will ensure GBT are funded to meet the whole life costs.

Utilities and Services (5)

The utilities reflects that GBT will consume building services in the form of electricity, water, and require provision for IT, and support services etc.

Trust Running Costs (6)

The costs and overheads that are associated with managing the bridge, the trust's operations and fundraising. Typically, personnel, accommodation costs, insurances, SBEG membership, etc.

Allowances (7)

There are allowance for the payment of impact mitigation in the form of a reviewable annual s.106 payment to London Borough of Lambeth and provision to meet the cost of addressing lower level vandalism, theft etc. which would be below the insurance excess levels.

Contingency (8)

A reasonable allowance has been made to cover unidentified costs and to allow for optimism

5. Funding these costs

5.1 The Garden Bridge Trust will be required to secure funding to cover these costs on an annual basis. The strategy for securing this funding is summarised below:

5.1.1 Founding Patrons scheme

This will be launched in 2015, inviting donors to contribute an annual sum of £5,000 to become a Founding Patron and to support the Garden Bridge Trust. The Garden Bridge Trust will be asking donors to commit to an annual donation of £5,000, which will entitle them to a small number of benefits including:

i. Invitations to an Annual Garden Bridge Trust Chairman's dinner

ii. Receive regular updates on the progress of the project.

We will offer a maximum of 200 places on this programme.

This sort of scheme is run very successfully at other institutions that require on-going voluntary income, including the Royal Academy, the Roundhouse and the Tate Gallery. It has been successfully run as part of the High Line Fundraising programme. The Chairman of the Garden Bridge Trust has committed to personally leading on this fundraising initiative and is confident that the target can be achieved. This initiative will enable the Garden Bridge Trust to build a 'community of donors' that will provide an annual revenue stream to support the Garden Bridge.

Estimated income: £1,000,000 per annum

5.1.2 Major Donor Programme

The Garden Bridge Fundraising Team will build a Major Donor Fundraising Programme inviting donations of £5,000 and above to support various aspects of the bridge activity including the work of the gardeners, Garden Bridge community outreach programme(s) and the general upkeep of the bridge.

This is a traditional method used within all voluntary organisations. The team will carefully steward the existing relationships that have been developed during the Capital Fundraising part of the campaign to encourage support for on-going maintenance once the bridge opens.

The below offers a conservative estimate of the level of income that could be achieved:

(i) 10 donors at £10k per annum

(ii) 5 donors at £20k per annum

(iii) 3 donors at £30k per annum

As part of this programme we will also approach trusts and foundations including the City Bridge Trust, Esmee Fairburn and company trust who will be particularly interested in supporting the community and education programme.
Estimated income: £290,000 per annum

5.1.3 Corporate Membership Scheme

The Garden Bridge Trust will run a Corporate Membership Scheme enabling 10 companies to become a supporter of the Garden Bridge, at £20,000 per annum. This will entitle them to a small number of benefits to include:

(i) Company staff having the opportunity to volunteer on the bridge

(ii) The opportunity to host a 'Breakfast on the Bridge' for entertaining in one of the Garden

(iii) Acknowledgement on the Garden Bridge Trust website

(iv) Tickets to the Annual Garden Bridge Chairman's Dinner

Estimated income: £200,000 per annum

5.1.4 Annual Gala Fundraiser

The Garden Bridge Trust will run an annual Gala Fundraising Event in aid of the Garden Bridge.

Two major fundraising events have been planned as part of the Capital Fundraising Campaign and so a community of supporters will already be in place for this type of activity.

Ticket sales will be achieved from the existing pool of patrons, major donors and corporate partners plus new supporters.

Estimated income: £550,000 net income

5.1.5 Commercial Income - Private Hire

The Garden Bridge Trust has the opportunity to hire the Bridge privately, for eight events per year.

One of these will be for the Garden Bridge Trust's existing major corporate sponsor, Citi Bank, and the other for the Annual Chairman's Garden Bridge Event.

Remaining opportunities will exist to offer to companies and private individuals to hire the bridge for a private event. The Garden Bridge Trust has benchmarked other unique venues

in London and expect to exploit the unique nature of this opportunity by charging a fee of £50,000 for a single hire for an evening event. Both the Shard and the Roundhouse charge this fee and run very successful hire businesses.

There has already been an unprecedented level of interest in events on the Bridge so the Garden Bridge Trust team is confident of achieving this income.

Estimated income: £400,000 per annum

5.1.6 Catering and temporary Retail Income

The High Line in New York generates c £600,000 per annum from pop up catering units on the Garden itself. These change regularly. Coin Street Community Builders secure income of £5,000 per day for daily pop up type events on the Queens Walk.

The size of space available to host pop up catering units on the Garden Bridge is small in comparison to the High Line and will most likely be limited to the mezzanine space on the South and North Bank landing areas. Both of these spaces have the potential to accommodate a combination of temporary type pop up events alongside some permanent facilities, without impacting negatively on the pedestrian flows across the bridge.

Subject to a separate Planning Application, the Garden Bridge Trust is confident that it could accommodate activities over each weekend over the spring and summer months.

We understand from existing organisations on the South Bank that it is possible to generate £5,000 per day for hire of the land along Queens Walk for pop up activities. If the Trust were able to offer every weekend from May through to October we are confident that we could raise between £500,000 net incomes per annum.

Estimated income: £500,000 per annum

5.1.7 Merchandise

With over 7million visitors per year, the Garden Bridge Trust has the opportunity to create a discreet range of merchandise as souvenirs for visitors. This could include t-shirts, stationery, bags etc.

Due to the restricted space on the Garden Bridge and South landing, the Garden Bridge Trust would begin with on-line sales. Some retail space available at both the north and south landing areas would enable this to grow to an annual net income of £200,000 plus per year based on figures from other South Bank retailers such as the National Theatre and the Tate.

Estimated income: up to £50-200,000 per annum

5.1.8 Endowment

Once the Capital Fundraising Campaign has been completed, (anticipated completion date December 2015), the Garden Bridge Trust will focus on raising £15 million for an Endowment Fund to deliver an annual revenue stream for operations and maintenance. At an average of

5% interest this will enable the Trust to draw down £750,000 per annum. This Endowment has been kick-started with an anonymous donation of £2 million.

Estimated income: £750,000 per annum

Summary of Revenue Income from 2018	Total
Founding Patrons Scheme - 200 Opportunities at £5,000 per annum	£1,000,000
Major Donor Programme	£290,000
Corporate Membership - members at £20,000 each	£200,000
Annual Fundraising Gala	£550,000
Commercial Income, Private Hire – 8 opportunities at £50,000	£400,000
Catering Income	£500,000
Merchandise	£50,000 (Year 1)
£15 million Endowment. Average 4% interest	£600,000
Total	**£3,590,000**

6. Other Opportunities

The above is a summary of the overall approach to income generation for the Garden Bridge delivered solely through the work of the Garden Bridge Trust. This provides a predicted income stream that is sufficient to cover estimated costs. The estimate of the value of these income generation opportunities is based on a conservative approach. In addition to which, the Trustees bring a wealth of experience from their involvement in other charitable trusts which would help ensure this level of income is secured.

[redacted]

-----Original Message-----
From: Ritchie Charles [redacted]
Sent: Monday, February 02, 2015 10:52 AM GMT Standard Time
To: Fiona Fletcher-Smith; Debbie Jackson
Cc: De Cani Richard (CORP)
Subject: Garden Bridge: Legally Privileged Advice in respect of PLA and Westminster Guarantees

[redacted]

[redacted]

From: Fiona Fletcher-Smith
Sent: 10 February 2015 10:09
To: 'Ritchie Charles'
Cc: Tim Steer; [redacted]
Subject: Garden Bridge

Charles, thanks for coming over yesterday. It was really helpful to have everybody in the room at the same time.

We have pulled together some questions from our side.

[redacted]

Hope that helps but give me a call if you need to discuss.

Thanks.

Fiona Fletcher Smith
Executive Director
Development, Enterprise and Environment

Tel: [redacted]

[redacted]

From: Fiona Fletcher-Smith
Sent: 18 February 2015 15:39
To: Tim Steer; 'De Cani Richard (CORP)'
Cc: 'Ritchie Charles'
Subject: RE: Garden Bridge

Yes.

Fiona Fletcher Smith
Executive Director
Development, Enterprise and Environment

Tel: [redacted]

-----Original Message-----
From: Tim Steer
Sent: Wednesday, February 18, 2015 03:09 PM GMT Standard Time
To: Fiona Fletcher-Smith; 'De Cani Richard (CORP)'
Cc: 'Ritchie Charles'
Subject: RE: Garden Bridge

Fiona

Are you happy that this goes with your signature as suggested? If so we'll put it into letter template and get it to [redacted]

Tim

From: Fiona Fletcher-Smith
Sent: 18 February 2015 15:07
To: 'De Cani Richard (CORP)'; Tim Steer
Cc: 'Ritchie Charles'
Subject: RE: Garden Bridge

This looks fine with us.

Fiona Fletcher Smith
Executive Director
Development, Enterprise and Environment

Tel: [redacted]

-----Original Message-----
From: De Cani Richard (CORP) [redacted]
Sent: Wednesday, February 18, 2015 12:30 PM GMT Standard Time
To: Fiona Fletcher-Smith; Tim Steer
Cc: Ritchie Charles
Subject: RE: Garden Bridge

Fiona and Tim – draft email below – could this possibly go as a letter ?

Thanks Richard

[redacted]

FFS

From: Fiona Fletcher-Smith [redacted]
Sent: 17 February 2015 18:37
To: De Cani Richard (CORP); Tim Steer
Cc: Ritchie Charles
Subject: RE: Garden Bridge

Yes please.

Fiona Fletcher Smith
Executive Director
Development, Enterprise and Environment

Tel: [redacted]

-----Original Message-----
From: De Cani Richard (CORP) [redacted]

Sent: Tuesday, February 17, 2015 03:50 PM GMT Standard Time
To: Tim Steer; Fiona Fletcher-Smith
Cc: Ritchie Charles
Subject: Re: Garden Bridge

Both - a quick update

What is required to support the JR point is a short letter or email from the GLA to the Trust which summarises what has been agreed in principle.

I can take the words we agreed and turn those into a draft email for you to look at.

Richard

From: De Cani Richard (CORP)
Sent: Tuesday, February 17, 2015 08:44 AM
To: 'Tim Steer' [redacted]
Cc: Ritchie Charles
Subject: Garden Bridge

Both – suggested form of words that could be used to provide an update on the guarantee.

Fiona, from the version yesterday I have added the sentence in red to direct it at the Lambeth challenge point. The guarantee to Westminster basically means the whole bridge operations and maintenance and making this clear helps the Lambeth point.

I am speaking to lawyers for the Trust to fund out what they need and when – it may be that given the news today we will be called on to make a statement so some of this wording could be used to inform that.

Thanks Richard

STARTS

In granting planning permission for the Garden Bridge, Westminster City Council imposed a pre-commencement condition requiring completion of a s106 planning obligation to secure various heads of terms, one of which requires that:

Prior to the commencement of development (and unless otherwise agreed in writing by the Local Planning Authority) there shall be provided to the Local Planning Authority a surety and/or guarantee and/or other legal instrument (the form and terms of which shall be approved by the Local Planning Authority in advance) to secure the on-going maintenance of the proposed bridge.

The Garden Bridge Trust is a charity that has been established with the sole purpose of building and maintaining the Garden Bridge. They are in the process of raising funds to construct the bridge and to secure the funding for future operations and maintenance. They have produced a draft Business Plan and an Operations and Maintenance Plan which sets out their strategy for funding annual operating costs of c£3.5m pa which was included as part of their application for planning permission.

The Mayor is fully supportive of the approach that is being adopted by the Garden Bridge Trust and is fully confident that their Business Plan is robust. However, in order to discharge the guarantee requirement imposed by Westminster, the Mayor has agreed in principle to provide such a guarantee. This will of course be subject to agreement on the terms of the guarantee, including defining the obligations to be guaranteed and the circumstances in which the guarantee may be called upon**. In giving this guarantee to Westminster it will apply to the whole of the Garden Bridge, including the part in Lambeth.**

The provision of such a guarantee does not replace the primary focus of the Garden Bridge Trust which is to secure

[redacted]

From: Fiona Fletcher-Smith
Sent: 03 March 2015 11:30
To: De Cani Richard (CORP)
Cc: [redacted] Will Walden
Subject: FW: Garden Bridge Guarantee - Guardian asking
Attachments: emmott1802.pdf

Importance: High

Richard, see below.

What is the latest on the JR?

[redacted]

From: [redacted]
Sent: 03 March 2015 11:05
To: Will Walden; Isabel Dedring; Fiona Fletcher-Smith; Edward Lister; [redacted]
Cc: transportdesk
Subject: Garden Bridge Guarantee - Guardian asking
Importance: High

[redacted]

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FERRARI CALLER

Caller: Yes I know, we've heard you say it will be fabulous. But I want to be absolutely sure that the public would be protected from this private enterprise which might go wrong. Would you provide a guarantee? Are you in any way shape or form going to provide them with a guarantee for the maintenance costs should they fail in their duty, no matter what the terms of that guarantee may be. Are you going to be fall back guy for the Garden Bridge if it goes wrong?

BJ: Well we'll have to look at the terms of the deal

Ferrari: How much will this bridge cost?

Caller: £175m. That gets you at least four bridges in London, not least in east London where we need them more. If you want to make a statement for London maybe you should do that without using public money.

BJ: The overwhelming proportion of the Garden Bridge funding is coming from the private sector, from a great campaign which is being led by Joanna Lumley. It will be a beautiful scheme.

Caller: But at the end of the day, if the bridge is guaranteed by the public, it is not going to be funded by the private sector. We want a guarantee that under no circumstances, no matter what the guarantee says, you will not be funding that bridge if the bridge goes wrong.

Ferrari: A simple guarantee, let's hear that guarantee now.

BJ: I don't quite understand what she is asking for

Ferrari: That you won't dip into public funds to bail out this bridge if the money isn't forthcoming from other sources.

BJ: Our commitment is limited, we are limited to a £30m contribution from TfL

Caller: I am talking about the maintenance costs

BJ: No, the maintenance costs will not be borne by the public sector, and I have made that clear.

Ferrari: So £30m is £30m and that is it, no more money, no maintenance, it is on its own

BJ: I really think that the bridge will be a wonderful thing

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[redacted]

[redacted]

Senior Press Officer
Transport Desk
Mayor's Press Office
[redacted]

Out of hours: [redacted]

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Development, Enterprise and Environment

Bee Emmott
Garden Bridge Trust
Somerset House
London
WC2R 1LA

Our ref: emmott1802

Date: 18 February 2015

Dear Bee

As you are aware, in granting planning permission for the Garden Bridge, Westminster City Council imposed a pre-commencement condition requiring completion of a s106 planning obligation to secure various heads of terms, one of which requires that:

"Prior to the commencement of development (and unless otherwise agreed in writing by the Local Planning Authority) there shall be provided to the Local Planning Authority a surety and/or guarantee and/or other legal instrument (the form and terms of which shall be approved by the Local Planning Authority in advance) to secure the on-going maintenance of the proposed bridge."

The Garden Bridge Trust is a charity that has been established with the key objective of building and maintaining the Garden Bridge. We are aware that you are in the process of raising funds to construct the bridge and to secure the funding for future operations and maintenance and this is going well. A draft Business Plan and a draft Operations and Maintenance Plan was produced in support of the planning application, which sets out your strategy for funding annual operating costs of c£3.5m pa.

The Mayor is fully supportive of the approach that is being adopted by the Garden Bridge Trust and is fully confident that your Business Plan is robust. However, in order to discharge the guarantee requirement imposed by Westminster, the Mayor has agreed in principle to provide such a guarantee. This will of course be subject to agreement on the terms of the guarantee, including defining the obligations to be guaranteed and the circumstances in which the guarantee may be called upon.

I hope this provides the clarity you need to continue progressing with the project to the next stage.

Yours sincerely,

Fiona Fletcher-Smith
Executive Director – Development Enterprise & Environment

[redacted]

From: Fiona Fletcher-Smith
Sent: 05 March 2015 14:06
To: Will Walden; 'De Cani Richard (CORP)'; [redacted] Isabel Dedring; [redacted]
Cc: [redacted]
Subject: RE: Garden Bridge new lines on guarantee

I'm fine.

Fiona Fletcher Smith
Executive Director
Development, Enterprise and Environment

Tel: [redacted]

-----Original Message-----
From: Will Walden
Sent: Thursday, March 05, 2015 02:02 PM GMT Standard Time
To: 'De Cani Richard (CORP)'; [redacted] Fiona Fletcher-Smith; Isabel Dedring; [redacted]
Cc: [redacted]
Subject: RE: Garden Bridge new lines on guarantee

Ok, Richard, Isabel and Fiona I have included your comments, are we now happy?

Also I've inserted this line:

[redacted]

Is that also ok?

Let me know ASAP thanks

Will

The Mayor's official spokesman said:

"On Tuesday during his regular LBC phone-in programme the Mayor was asked if he would use public money to cover the maintenance costs of the Garden Bridge. He said he would not. Since then the London Labour Party has accused the Mayor of misleading Londoners, sighting the existence of plans for a Mayoral guarantee as proof.

"Labour appear to have misunderstood the terms of the guarantee. They are wrong to assert the Mayor is misleading Londoners. For the avoidance of doubt the Mayor stands by his assertion that no public money will be forthcoming for the maintenance costs of the Garden Bridge.

"He fully supports the Garden Bridge Trust's approach and is confident that their business plan for funding the maintenance costs is robust.

"In fact one of the requirements of the guarantee itself is that the Trust will have to demonstrate that a credible business plan is already in place for maintenance and operations.

"That business plan has to include a stipulation that funding to cover maintenance costs for the first five years has been secured by the Trust. If these terms were not met then the Mayor is absolutely clear that the Trust would be in breach of the guarantee, that the balance of capital funding would not be paid and that construction of the bridge could not go ahead."

"Beyond the first five years the Trust would be required to submit a five-yearly business plan to City Hall for Mayoral approval to demonstrate how future costs are to be covered.

"The reason for a having a guarantee from the Mayor is to meet a planning requirement imposed by Westminster City Council. As with any other major infrastructure project in any big city the guarantee is there to cover wholly unlikely scenarios like the bridge falling into disrepair or major structural collapse."

From: De Cani Richard (CORP) [redacted]
Sent: 05 March 2015 13:36
To: Will Walden; [redacted] Fiona Fletcher-Smith; Isabel Dedring; [redacted]
Cc: [redacted]
Subject: RE: Garden Bridge new lines on guarantee

[redacted]

richard

From: Will Walden [redacted]
Sent: 05 March 2015 13:13
To: [redacted] Fiona Fletcher-Smith; IsabelDedring; De Cani Richard (CORP); [redacted]
Cc: [redacted]
Subject: RE: Garden Bridge new lines on guarantee

I would like to ramp this up significantly – can you all check this is factually accurate please and get back to me. Thanks

The Mayor's official spokesman said:

[redacted]

From: [redacted]
Sent: 05 March 2015 12:03
To: Fiona Fletcher-Smith; Isabel Dedring; Will Walden; De Cani Richard (CORP) [redacted]
Cc: [redacted]
Subject: RE: Garden Bridge new lines on guarantee

Thanks Fiona - slight tweak following Richard's call with Bee at Trust.

Taken out words 'in the bank' and ending as just 'secured'.

Separately, Lord Davies is working up a quote that they'll share with us.

[redacted] – so you know Richard is sat next to me at city hall!!

From: Fiona Fletcher-Smith
Sent: 05 March 2015 12:01
To: [redacted] Isabel Dedring; Will Walden; De Cani Richard (CORP) [redacted]
Subject: RE: Garden Bridge new lines on guarantee

This looks good.

The MD will also include a direction to TfL to pay if the guarantees are invoked. Do we deal with this at this stage or when the MD is out?

From: [redacted]
Sent: 05 March 2015 11:35
To: Isabel Dedring; Will Walden; De Cani Richard (CORP) [redacted] Fiona Fletcher-Smith; [redacted]

Subject: Garden Bridge new lines on guarantee
Importance: High

Richard and I have drafted this.

The five year year aspect will need to be part of the guarantee agreement between the GLA and the trust.

Thanks,

[redacted]

[redacted]

Senior Press Officer
Transport Desk
Mayor's Press Office
[redacted]

[redacted]

www.london.gov.uk
@LDN_PressOffice

GREATER**LONDON**AUTHORITY
City Hall, The Queen's Walk, London SE1 2AA

[redacted]

From: Fiona Fletcher-Smith
Sent: 13 March 2015 10:58
To: 'Richard de Cani (MD Planning)'; Pierre Coinde; [redacted] Tom Middleton
Cc: Martin Clarke; Jeff Jacobs
Subject: RE: Garden Bridge MD

Appreciate that.

We hadn't expected the DfT to be involved in any of it.

From: Richard de Cani (MD Planning) [redacted]
Sent: 13 March 2015 10:53
To: Fiona Fletcher-Smith; Pierre Coinde; [redacted] Tom Middleton
Cc: Martin Clarke; Jeff Jacobs
Subject: Re: Garden Bridge MD

Fiona - now the DfT has confirmed they will not co sign the guarantee with the PLA - we will start progressing the detail with the PLA now on the basis we are doing this along the lines of the draft delegation and direction.

The issue that Peter H is speaking to Ed about does not really relate to the PLA guarantee as running the garden - plants and flowers is a westminster guarantee issue.

Richard

From: Fiona Fletcher-Smith [redacted]
Sent: Thursday, March 12, 2015 09:51 AM
To: De Cani Richard (CORP); Pierre Coinde [redacted] Tom Middleton [redacted]
Cc: Martin Clarke; Jeff Jacobs
Subject: RE: Garden Bridge MD

Thanks Richard.

Just to be clear, there never was an agreement that the GLA would pick up any costs for this. Given

Fiona Fletcher Smith
Executive Director
Development, Enterprise and Environment

Tel: [redacted]

-----Original Message-----
From: De Cani Richard (CORP) [redacted]
Sent: Wednesday, March 11, 2015 08:16 AM GMT Standard Time
To: Fiona Fletcher-Smith; Pierre Coinde; [redacted] Tom Middleton
Subject: RE: Garden Bridge MD

Fiona – Peter is raising with Isabel and Ed the issue of costs and the position which we thought had been agreed which is that should the guarantee be called on – TfL would pick up those costs that are consistent with our activities – ie, bridge maintenance and the GLA would pick up those costs aligned with your activities – ie, public space/gardens. At the moment as drafted, all costs are with TfL and that is not accepted.

So I would suggest we get the rest of the drafting agreed until this issue is resolved – which I expect will be sorted this week. I will work with Charles in helping to complete some of the current gaps.

As there is already an MD in existence for the £30m of funding, it would be sensible to look back at that document to ensure consistency of wording in how the bridge is described etc – Pierre – have you got this -you may have done so already ?

Thanks Richard

From: Fiona Fletcher-Smith [redacted]
Sent: 11 March 2015 08:03
To: Pierre Coinde; [redacted] De Cani Richard (CORP); Tom Middleton
Subject: RE: Garden Bridge MD

Yes, we need this moving.

Stephen- what is the TFL discussion?

Fiona Fletcher Smith
Executive Director
Development, Enterprise and Environment

Tel: [redacted]

-----Original Message-----
From: Pierre Coinde
Sent: Tuesday, March 10, 2015 04:21 PM GMT Standard Time
To: Fiona Fletcher-Smith; [redacted] 'De Cani Richard (CORP)'; Tom Middleton
Subject: RE: Garden Bridge MD

[redacted]

We spoke this morning. Whilst I am aware there are discussions taking place on a couple of issues, can you, in the meantime, get Legal to –on behalf of the GLA- 1) draft the Legal comments in the MD and 2) start to draft the accompanying Delegation and Direction.
This is so that, as soon as there is agreement, the MD and accompanying Direction is ready to circulate for signing (with any tweak as agreed).

Thank you,

Pierre
[redacted]

From: Pierre Coinde
Sent: 05 March 2015 13:59
To: Fiona Fletcher-Smith; [redacted] 'De Cani Richard (CORP)'
Subject: RE: Garden Bridge MD

Here it is

From: Fiona Fletcher-Smith
Sent: 05 March 2015 13:57
To: Pierre Coinde; [redacted] 'De Cani Richard (CORP)'
Subject: RE: Garden Bridge MD

Thanks Pierre. Could you incorporate and send round your version?

Txs.

From: Pierre Coinde
Sent: 05 March 2015 13:56
To: [redacted] Fiona Fletcher-Smith; [redacted] 'De Cani Richard (CORP)'
Subject: RE: Garden Bridge MD

[redacted]

From: [redacted]
Sent: 05 March 2015 13:45
To: Fiona Fletcher-Smith; [redacted] Pierre Coinde; 'De Cani Richard (CORP)'
Subject: RE: Garden Bridge MD

Here is a slightly re-worded draft with financial comments.

From: Fiona Fletcher-Smith
Sent: 05 March 2015 13:23
To: [redacted] Pierre Coinde; 'De Cani Richard (CORP)'
Subject: RE: Garden Bridge MD

Thanks [redacted] that is really helpful.

From: [redacted]
Sent: 05 March 2015 13:23
To: [redacted] Fiona Fletcher-Smith; Pierre Coinde; 'De Cani Richard (CORP)'
Subject: RE: Garden Bridge MD

At the Conference on Friday, it was agreed that there would be a virtually simultaneous MD and delegation / direction to TfL, rather than the existing wording which does not give this certainty. With Steve being tied up all pm I will seek to re-word the MD to strengthen the text.

From: [redacted]
Sent: 05 March 2015 13:01
To: Fiona Fletcher-Smith; Pierre Coinde; [redacted] 'De Cani Richard (CORP)'
Subject: Garden Bridge MD

Dear All

As discussed please find attached the most up to date version of the Garden Bridge MD for comment. As agreed Richard will then share with Peter H and Steve Allen.

Many thanks

[redacted]

[redacted]
Principal Policy Officer - Transport
Greater London Authority
City Hall, The Queens Walk, London SE1 2AA
[redacted]

[redacted]

From: Fiona Fletcher-Smith
Sent: 19 March 2015 19:37
To: De Cani Richard (CORP)
Subject: MD1472 Garden Bridge

Importance: High

Richard, apologies for not getting these to you earlier but I was out this afternoon

[redacted]

From: Fiona Fletcher-Smith
Sent: 23 March 2015 15:23
To: Claire Hamilton; De Cani Richard (CORP) [redacted]
Cc: [redacted]
Subject: RE: ORAL MQ 2015/0910 Garden Bridge

I think this works.

Tom – for info.

[redacted] – for tomorrow's MQT briefing.

From: Claire Hamilton
Sent: 23 March 2015 15:20
To: Fiona Fletcher-Smith; De Cani Richard (CORP) [redacted]
Cc: [redacted]
Subject: FW: ORAL MQ 2015/0910 Garden Bridge
Importance: High

Fiona/ Richard

Please see copied below one of the Garden Bridge MQs submitted by TfL last week. Isabel has asked me to check with you both that you feel this is the current position given discussions this morning. Could you confirm this reflects the current position?

This will need to go in to the Mayor's pack for this evening so I would be grateful for your views as soon as you can.

Many thanks,

Claire

2015/0910 Garden Bridge

Do you intend to apologise to Londoners for misleading them about the garden bridge?
John Biggs

Suggested response

- For the avoidance of doubt, I stand by my previous comments that no public money will be forthcoming for the maintenance costs of the Garden Bridge. I fully support the Garden Bridge Trust's approach and am confident that their business plan for funding the maintenance costs is robust.

- The reason for a having a guarantee from the Mayor is to meet a planning requirement imposed by Westminster City Council. As with any other major infrastructure project in any big city the guarantee is there to cover wholly unlikely scenarios like the bridge falling into disrepair or major structural collapse.

- The Garden Bridge will be an excellent addition for London and is just one of six new river crossings that I am keen to bring forward over the next decade. These span from Vauxhall Nine Elms to the west to Belvedere in the East. These new connections across the Thames will deliver huge economic benefits linking people with jobs, relieving congestion on existing crossings, improving resilience and enabling more direct journeys - clear benefits for the efficient movement of people, goods and services in our rapidly growing city.

Background:

SEE ANSWER TO 0879 RE PROCUREMENT OF THE GARDEN BRIDGE DESIGN CONTRACT

Provision of a guarantee to satisfy Westminster City Council planning condition

In granting planning permission for the Garden Bridge, Westminster City Council imposed a pre-commencement condition requiring completion of a s106 planning obligation to secure various heads of terms, one of which requires that:

'Prior to the commencement of development (and unless otherwise agreed in writing by the Local Planning Authority) there shall be provided to the Local Planning Authority a surety and/or guarantee and/or other legal instrument (the form and terms of which shall be approved by the Local Planning Authority in advance) to secure the on-going maintenance of the proposed bridge.'

A letter was sent by Fiona Fletcher-Smith, the GLA's Executive Director for Development, Enterprise and Environment, on 18 February to the Garden Bridge Trust confirming the Mayor's agreement in principle to provide such a guarantee (copy of letter attached).

A Mayoral Direction to direct TfL to take responsibility for the discharge of the guarantee should it be called upon is being prepared by the GLA in discussion with TfL and is close to being signed.

City Hall approved statement as of 05 March 2015

"On Tuesday (03 March) during his regular LBC phone-in programme the Mayor was asked if he would use public money to cover the maintenance costs of the Garden Bridge. He said he would not. Since then the London Labour Party has accused the Mayor of misleading Londoners, sighting the existence of plans for a Mayoral guarantee as proof.

"Labour appear to have misunderstood the terms of the guarantee. They are wrong to assert the Mayor is misleading Londoners. For the avoidance of doubt the Mayor stands by his previous comments that no public money will be forthcoming for the maintenance costs of the Garden Bridge.

"The Mayor fully supports the Garden Bridge Trust's approach and is confident that their business plan for funding the maintenance costs is robust.

"In fact one of the requirements of the guarantee itself is that the Trust will have to demonstrate that a credible business plan is already in place for maintenance and operations.

"That business plan has to include a stipulation that funding to cover maintenance costs for the first five years has been secured by the Trust. If these terms were not met then the Mayor is absolutely clear that the Trust would be in breach of the guarantee, that the balance of capital funding would not be paid and that construction of the bridge could not go ahead."

"Beyond the first five years the Trust would be required to submit a five-yearly business plan to City Hall for Mayoral approval to demonstrate how future costs are to be covered.

"The reason for a having a guarantee from the Mayor is to meet a planning requirement imposed by Westminster City Council. As with any other major infrastructure project in any big city the guarantee is there to cover wholly unlikely scenarios like the bridge falling into disrepair or major structural collapse."

Transcript of LBC interview on Tuesday 03 March 2015

J: Hi, yes. I'm very concerned about the huge cost of recent building developments, expensive projects that are draining a disproportionate amount of public money. It does seem to be some reckless spending going on, particularly where the Garden Bridge is concerned.

BJ: Well, Wai-king, I hear what you're saying. I gather from your location that you are one of those who may be affected by the construction of the Garden Bridge. My own view is that it will be a fabulous thing for our city. Obviously, I'd give it...

J: Yes, I know. Well, we've heard you say that you think it's a fabulous thing but I wanted to ask, I wanted to be absolutely sure that the public would be protected from this private enterprise that might go wrong. So I wanted to ask you if you would provide any kind of guarantee. In any way, shape or form, are you going to provide them with a guarantee that you're going to provide for the maintenance costs of the bridge, should they fail in the duty, no matter what the terms of that guarantee might be? Are you going to be the fall back guy for the Garden Bridge if it does...

BJ: Well, we'll have to look at the...

NF: How much is this bridge going to cost?

J: £175m. £175m gets you at least four bridges in London, not least in East London where it needs it more and if you want to make a statement for London, perhaps you should do that without using public money.

BJ: The overwhelming portion of the Garden Bridge funding is coming, as you know, and then as you've said, Joaquin, from the private sector and from a great campaign that has been led by Joanna Lumley and others to get...

J: It is at the moment.

BJ: ... support for what I think will be a beautiful scheme and...

J: But at the end of the day, it's the bridge is guaranteed by the public, it is not going to be funded by private sector. So we want from you a guarantee that under no circumstances, no matter what the guarantee says, you will not be funding that bridge if the bridge goes wrong.

NF: Simple guarantee is all Wai-king is after. Let's hear that guarantee now, Sir.

BJ: I don't know quite what, frankly, I don't quite understand what she's asking for.

NF: That you won't dip into funds to bail out this bridge or spend over if the money isn't forthcoming from other sources.

BJ: Well, okay, if that's what she's asking then no. Our commitment is limited. We're commitment limited to a £30m contribution from TFL.

J: Maintenance.

NF: And that's it?

J: I'm talking about the maintenance costs.

BJ: No, the maintenance costs will not be borne by the public sector and I've also made that clear.

NF: So £30m is £30m and that's it. No more money, no maintenance, nothing. It's on its own.

BJ: And you know, I really think that people, the bridge will be a wonderful thing and it will be wonderful for Waterloo.

NF: Why will it be wonderful?

BJ: Because it will reanimate that whole Aldwych area which is a mess at the moment with a one-way system that means that a whole chunk of the city is barely used in the way it could be. It will drive footfall across to the Southbank. It will connect to parts of the river, two sides of the city.

Transcript of MQT – Wednesday 17 December 2014

Caroline Pidgeon MBE AM: -- Westminster Council in its condition for granting planning permission has said that TfL must underwrite the maintenance costs, which are expected to be around £3.5 million each year. You are going to make a decision or an announcement on this on Friday. Can you confirm whether you will agree to this condition?

Boris Johnson (Mayor of London): I can confirm that no such agreement has been made and nor will I make any undertaking to do so.

Caroline Pidgeon MBE AM: It is in the planning permission from Westminster. Does that mean it will not be able to go ahead?

Boris Johnson (Mayor of London): I cannot go further than to say I have made no such undertaking and nor do I intend to make any such undertaking.

Caroline Pidgeon MBE AM: You will not commit to that? OK. Thank you. Very clear. Thank you for that answer.

Boris Johnson (Mayor of London): You should be clear about whether you think this is a good project or not, rather than endlessly trying to score points off what is a beautiful scheme.

Caroline Pidgeon MBE AM: I asked for some clarity. Thank you.

Delivering a package of river crossings from East to West

The Garden Bridge is just one of six new river crossings that you are keen to bring forward over the next decade. These span from Vauxhall Nine Elms to the west to Belvedere in the East. The creation of new connections across the Thames will deliver huge economic benefits linking people with jobs, relieving congestion on existing crossings, improving resilience and enabling more direct journeys - clear benefits for the efficient movement of people, goods and services in our rapidly growing city.

Silvertown Tunnel – TfL

- Statutory consultation on detailed design – Mid 2015
- Submission of Development Consent Order – Late 2015
- Secretary of State Decision – Early 2017
- Start of construction – Early 2018
- Silvertown tunnel complete - 2022

Gallions Reach – TfL

- Consult on specific proposals – Late 2015
- Submission for Powers (subject to feasibility and funding) - 2018
- Start of construction – 2021
- Crossing opens – 2025 +

Belvedere – TfL

- Consult on specific proposals – Late 2015
- Submission for Powers (subject to feasibility and funding) - 2018
- Start of construction – 2021
- Crossing opens – 2025 +

Canary Wharf to Rotherhithe – Sustrans supported by TfL

- TfL has met with Sustrans to discuss their proposal which is being championed by LB Southwark and the local MP, Simon Hughes.
- TfL will provide some assistance to Sustrans given the potential transport benefits of their scheme, though it should be noted at this stage this is not a TfL project

Garden Bridge

- Planning Permission granted by Deputy Mayor for Planning – Dec 2014
- Funding Agreement between TfL and Garden Bridge Trust – Early 2015
- Construction begins – Late 2015
- Bridge opens – Mid 2018

Nine Elms to Pimlico- LB Wandsworth supported by TfL

- In response to a Mayoral manifesto pledge, in 2013 TfL completed a feasibility study into a new pedestrian/cycle bridge between Nine Elms and Pimlico.
- The current design competition is being taken forward by LB Wandsworth and four (out of a total of 74) entries have been shortlisted. LB Wandsworth hope to announce the winning team in late autumn 2015.
- Timescales for consents and construction of the bridge are to be confirmed and would require the support of Westminster City Council, which is not currenty forthcoming, but LB Wandsworth are anticipating completion in early 2020's.
- The bridge expected to cost in region of £40m upwards, depending on the design
- £26m has been notionally allocated towards a bridge as part of Vauxhall Nine Elms Battersea Development Infrastructure Study and LB Wandsworth are hopeful that the winning design can be used as a means of leveraging additional third party/sponsorship funding

Hostile Questions – Guarantee

Q. In providing this guarantee you have effectively committed hard pressed Londoners to spending £3.5 million a year on the Garden Bridge in perpetuity. Why should tax payers pick up the tab for this? Will you be raising your share of the Council Tax precept?

A: You have completely misunderstood the purpose of the guarantee that is being provided.

For the avoidance of doubt, I stand by my previous comments that no public money will be forthcoming for the maintenance costs of the Garden Bridge. I fully support the Garden Bridge Trust's approach and am confident that their business plan for funding the maintenance costs is robust.

In fact one of the requirements of the guarantee itself is that the Trust will be required to demonstrate that a credible business plan is already in place for maintenance and operations. That business plan has to include a stipulation that funding to cover maintenance costs for the first five years has been secured by the Trust. If these terms were not met then the I am absolutely clear that the Trust would be in breach of the guarantee, that the balance of capital funding would not be paid and that construction of the bridge could not go ahead.

Beyond the first five years the Trust would be required to submit a five-yearly business plan to City Hall for Mayoral approval to demonstrate how future costs are to be covered.

The reason for having a guarantee is to meet a planning requirement imposed by Westminster City Council. As with any other major infrastructure project in any big city the guarantee is there to cover wholly unlikely scenarios like the bridge falling into disrepair or major structural collapse.

Suggesting that fares or taxes may need to rise or that projects may need to be cut in order to discharge a simple Planning condition when robust agreements will be put in place to minimise the need for it ever having to be required is wholly disingenuous.

Q. If you are going to direct TfL to carry out the guarantee, what transport projects will be cut? Will fares have to rise to cover this cost?

A: For the avoidance of doubt, I stand by my previous comments that no public money will be forthcoming for the maintenance costs of the Garden Bridge. I fully support the Garden Bridge Trust's approach and am confident that their business plan for funding the maintenance costs is robust.

The reason for having a guarantee is to meet a planning requirement imposed by Westminster City Council. As with any other major infrastructure project in any big city the guarantee is there to cover wholly unlikely scenarios like the bridge falling into disrepair or major structural collapse.

Suggesting that fares or taxes may need to rise or that projects will need to be cut in order to discharge a simple Planning condition when a robust agreement has been put in place to minimise the need for it ever having to be required is wholly disingenuous.

Q. Why have you repeatedly denied that you will issue a guarantee? Did your officials advise you that you would have to do so in order that Planning permission could be granted?

For the avoidance of doubt, I stand by my previous comments that no public money will be forthcoming for the maintenance costs of the Garden Bridge. I fully support the Garden Bridge Trust's approach and am confident that their business plan for funding the maintenance costs is robust.

The reason for having a guarantee is to meet a planning requirement imposed by Westminster City Council. As with any other major infrastructure project in any big city the guarantee is there to cover wholly unlikely scenarios like the bridge falling into disrepair or major structural collapse.

GLA and TfL officials will ensure that a robust agreement with the Garden Bridge Trust will be drawn up to minimise the need for the guarantee ever having to be required and they should be congratulated for doing so.

Claire Hamilton
Transport Manager
Greater London Authority
City Hall, The Queen's Walk, London SE1 2AA
[redacted]

[redacted]

From: Fiona Fletcher-Smith
Sent: 24 March 2015 06:45
To: 'De Cani Richard'
Subject: FW: MD1472 Garden Bridge

Can you answer?

Fiona Fletcher Smith
Executive Director
Development, Enterprise and Environment

[redacted]

-----Original Message-----
From: Edward Lister
Sent: Monday, March 23, 2015 06:15 PM GMT Standard Time
To: Fiona Fletcher-Smith; Isabel Dedring
Subject: RE: MD1472 Garden Bridge

[redacted]

Ed

From: Fiona Fletcher-Smith
Sent: 23 March 2015 13:53
To: Isabel Dedring; Edward Lister
Subject: FW: MD1472 Garden Bridge

[redacted]

From: Richard de Cani (MD Planning) [redacted]
Sent: 23 March 2015 13:50
To: Fiona Fletcher-Smith; Tom Middleton; Ritchie Charles
Subject: RE: MD1472 Garden Bridge

[redacted]

[redacted]

From: Fiona Fletcher-Smith [redacted]
Sent: 23 March 2015 13:37
To: Richard de Cani (MD Planning); Tom Middleton; Ritchie Charles
Subject: RE: MD1472 Garden Bridge

We will try to have some words.

From: Richard de Cani (MD Planning) [redacted]
Sent: 23 March 2015 13:36
To: Tom Middleton; Ritchie Charles; Fiona Fletcher-Smith
Subject: RE: MD1472 Garden Bridge

Tom and Fiona – just a couple of things

[redacted]

[redacted]

Richard

From: Tom Middleton [redacted]
Sent: 23 March 2015 13:24
To: Richard de Cani (MD Planning); Ritchie Charles
Subject: RE: MD1472 Garden Bridge
Importance: High

[redacted]

Tom

From: Richard de Cani (MD Planning) [redacted]
Sent: 20 March 2015 17:28
To: Edward Lister; Tom Middleton
Cc: Isabel Dedring; [redacted]
Subject: RE: MD1472 Garden Bridge

Ed – I have amended the wording in italics and also included some additional wording highlighted in yellow following my discussion with Isabel, which explains more about the risk of the guarantee being called on and the steps that are being taken to reduce this risk happening. This has been through our legal people here at TfL.

Richard

From: Edward Lister [redacted]
Sent: 20 March 2015 09:51
To: Tom Middleton
Cc: IsabelDedring; Richard de Cani (MD Planning)
Subject: FW: MD1472 Garden Bridge

Tom

[redacted]

Ed

Sent with Good (www.good.com)

-----Original Message-----
From: Edward Lister
Sent: Thursday, March 19, 2015 01:52 PM GMT Standard Time
To: Peter Hendy [redacted]
Cc: Isabel Dedring
Subject: MD1472 Garden Bridge

Peter

So you are aware and to make sure you are ok with it attached is the draft MD for the Garden Bridge.

Ed

<<MD1472 Garden Bridge March 2015.docx>> <<MD1472 Garden Bridge Direction & Delegation.doc>>

Sir Edward Lister | Chief of Staff and Deputy Mayor for Policy and Planning
Mayor of London's Office | City Hall | The Queen's Walk | London | SE1 2AA
[redacted]

[redacted]

-----Original Message-----
From: Richard de Cani (MD Planning) [redacted]
Sent: Thursday, March 26, 2015 02:37 PM GMT Standard Time
To: Isabel Dedring; [redacted]
Cc: Fiona Fletcher-Smith; Claire Hamilton; [redacted]
Subject: GB Costs and Comparisons

Isabel and Peter

Following the discussion at MQT about Garden Bridge guarantees on Tuesday, Isabel, you requested a note that could be referred to later this afternoon at the Mayors meeting which included some comparative data on operating/maintenance costs for other public spaces/gardens and bridges in London. We have done what we can in the time available and the headlines are:

For the **bridge structure** – the Trust is estimating up to £460k per annum (including an allowance for renewals).

Speaking to our people – we spend around 50k pa on maintaining the structure of Vauxhall Bridge every year and every 5 years it increases to around 100k for some heavier maintenance – so around 66k on average. Surface Transport also helpfully had a look at the Garden bridge design and estimated around £400k per annum for structural maintenance – so not far off the Trusts 460k

For the **garden**, the Trust has estimated that they would need to spend £1.2m pa on maintaining the garden and public space. In comparison, based on the information provided, the GLA spends the following

Olympic Park gardens and public space - £3m pa
Thames Barrier Park Silvertown - £500k pa (15 times the size of the garden bridge)
Trafalgar Square - £1m pa (lots of monuments to clean)
Parliament Square - £50k per annum

So the garden costs look excessive.

The remainder of the Trusts op-ex is trust running costs, overheads and contingency – estimated at £1.4m pa – quite high and if the guarantee costs were ever called on, these would be heavily reduced by integrating the management with the GLA.

In terms of revenue, the Trust estimate the following

Garden Bridge estimated income	
Private Hire (across 12 closures per year)	£400,000
Catering, Commercial, Retail and Merchandise	£550,000
Patrons and Corporate Membership	£1,200,000
Fundraising	£840,000
Endowment and other (would include Corporation 250k pa)	£600,000
Total	**£3,590,000**

We think the commercial/retail revenue might be light – there are spaces on the bridge south landing building for retail/food pop ups. Coin Street currently rent this space for 5,000k per day.

Richard

Mayoral Briefing Note

Garden Bridge Guarantees

25 March 2015

1

1.1

2

2.1

2.2

2.3

2.4

2.5

[redacted]

From: Richard de Cani (MD Planning) [redacted]
Sent: 21 April 2015 14:56
To: [redacted] Fiona Fletcher-Smith; Tim Steer
Cc: [redacted]
Subject: RE: Tmrw

Just heard that M Ball has been given permission by the Court to have his second ground heard at the full hearing, which will take place before the 19th June.

From: Richard de Cani (MD Planning)
Sent: 20 April 2015 17:43
To: [redacted] Fiona Fletcher-Smith; Tim Steer
Cc: [redacted]
Subject: RE: Tmrw

Steve – Isabel is aware yes

In terms of what tomorrow is about

STATEMENT OF WHAT IT IS

Michael Ball has made an application for judicial review of Lambeth's decision to grant planning permission for (its part of) the Garden Bridge. His application was based on two grounds, one relating to heritage and a second relating to funding.

On 18 March 2015 Mr Justice Mitting granted Mr Ball permission to proceed with his application for judicial review but only in relation to the heritage ground of his claim. He refused permission in respect of the funding ground. Mr Ball has subsequently exercised his right to renew his application for permission in respect of the funding ground by way of an oral hearing - which will take place on 21 April 2015.

A date remains to be set for the substantive hearing of the heritage ground (and the funding ground, should permission be given at the renewal hearing).

WHAT MIGHT HAPPEN TOMORROW

The Judge may make a decision tomorrow. He may agree to dismiss Mr Ball's claim (he might do this on the day or a few days/week later) – in which case, Mr Ball can accept this or take this to the Court of Appeal.

The Judge may agree with Mr Ball and confirm the application to proceed to a JR on this ground as well. If this is the case then it is highly likely to be rolled up with the other ground at a hearing before early July.

Members of the public (including the press) can attend. The evidence that will be presented will include the commitment on the guarantee as set out in the GLA letter. It would be helpful to have the agreed lines for this re-circulated, could you do this Steve ?

In both cases I would suggest our specific response to the legal proceedings is the same and along the lines of:

As the case is subject to ongoing legal proceedings the Mayor has no comment to make save for a desire for the issues to be resolved quickly so the project can continue to move forward

Thanks Richard

From: [redacted]
Sent: 20 April 2015 14:28
To: Fiona Fletcher-Smith; Richard de Cani (MD Planning); Tim Steer
Cc: [redacted]
Subject: RE: Tmrw

Thanks all – is Isabel aware? Are we expecting to get an actual decision tomorrow – or is this some kind of preliminary oral hearing? i.e if it is positive / negative news, are we going to want the mayor (or a spokesperson for the mayor) to welcome the news…or not? Appreciate a steer. Thanks, [redacted]

From: Fiona Fletcher-Smith
Sent: 20 April 2015 13:49
To: 'Richard de Cani (MD Planning)'; Tim Steer; [redacted]
Subject: RE: Tmrw

Thanks for the warning. Steve can liaise with your press guys on lines.

From: Richard de Cani (MD Planning) [redacted]
Sent: 20 April 2015 13:37
To: Fiona Fletcher-Smith; Tim Steer
Subject: Tmrw

Fiona – just to make you aware that the oral hearing of Mr Ball's application for permission on the funding ground has been listed for 21 April (tomorrow).

Lambeth will be represented by Counsel as will the Trust. It will be a short hearing (30 minutes or so). Public and press are allowed into the public gallery, so we will prepare some reactive lines with the Trust

As you will recall, permission has already been granted on the heritage ground, and Michael Ball is challenging the fact that permission was not granted on the funding grounds –he will be making the case that it should. All of the evidence and grounds on this issue have already been prepared including the letter from the GLA on the guarantee.

Richard

[redacted]

From: Richard de Cani (MD Planning) [redacted]
Sent: 22 April 2015 10:41
To: [redacted] Edward Lister; Fiona Fletcher-Smith; Isabel Dedring; Will Walden
Cc: [redacted] Tim Steer; [redacted]
Subject: Re: Garden Bridge - Hearing at High Court

Steve - has to be before the 19th June - looking like the 8/9 June at this stage for a 2 day hearing - with a decision in July.

From: Steve Wrelton [redacted]
Sent: Wednesday, April 22, 2015 10:37 AM
To: Edwardlister; Richard de Cani (MD Planning); Fiona Fletcher-Smith [redacted] IsabelDedring; WillWalden
Cc: [redacted] Tim Steer [redacted] SamanthanHart
Subject: RE: Garden Bridge - Hearing at High Court

Hi all,

As you probably are aware, yesterday's decision by Mr Justice Ouseley was to allow Mr Ball the chance to challenge Lambeth's planning decision, so the JR will encompass both the bridge's impact on views & its funding arrangements.

The full JR hearing is expected to take place in June – Richard, will you be the first to know the date? If so it would be great if you could let us know for our diaries.

Please find below a piece from the Architect's Journal which summarises the proceedings.

We have not as yet had any media enquiries about this our end.

Thanks, Steve.

Garden Bridge objector given judicial review boost

22 April, 2015 | By Laura Mark

A judge has overturned a ruling refusing resident Michael Ball the right to challenge Lambeth Council's decision to approve Thomas Heatherwick's controversial Garden Bridge

Ball, who heads up the Waterloo Community Development Group, was told last month he could not bring judicial review proceedings against the authority over the issue of whether the council had adequately considered the costs of maintaining the bridge when rubberstamping the scheme in November (AJ 12.11.14).

However yesterday (21 April) a High Court judge ruled that Lambeth Council may have ignored potential funding gaps - a decision which paves the way for questions over the £175 million bridge's maintenance costs to be included at the forthcoming judicial review hearing in June.

The ruling means the judicial review will now challenge the bridge on two fronts – its impact on central London's iconic views and its maintenance costs.

David Forsdick QC, acting for Ball, stated that the planning justification for what would be a wholly exceptional bridge and an iconic tourist attraction with virtually no income stream meant that maintenance and funding issues needed to be faced before the bridge was built.

If the judicial review challenge into Lambeth's planning approval is successful it would be a major setback for the Garden Bridge Trust.

A successful challenge would quash the council's permission granted in October 2014 and would mean the bridge would require new appraisals before it could again go before councillors for a decision – a process likely to take months.

But work on the bridge must begin before the end of the year to avoid a clash with the construction of the £4.2 billion Thames Tideway Tunnel, which involves excavation at Blackfriars close to the proposed site of the bridge.

In a statement the Garden Bridge Trust, said: ''We have a clear business plan in place to fund the construction of the Garden Bridge and the estimated £3.5 million per annum needed for ongoing maintenance and operations.

'We will use a mixed model approach to secure the funds including individual and cooperate membership programmes, a small number of sponsorship opportunities and events, as well as some carefully selected commercial opportunities.'

It added: 'In the meantime we are working closely with the LB Lambeth to discuss the next steps following the decision and continue to work with stakeholders and local communities with the intention to begin on site early next year.'

Previously Paul Morrell, who is currently deputy chairman of scheme backers the Garden Bridge Trust, said he did not expect the judicial review of Lambeth Council's handling of the planning approval for the scheme to delay the project.

Morrell said that while he respected the review process, he did not believe the challenge had merit.

'Between now and June we will do exactly what we were going to do, so assuming the judicial review fails it will not affect our programme at all,' he said.

The judicial review is set to take place in June and is expected to last two days.

[redacted]

-----Original Message-----
From: [redacted]
Sent: Tuesday, April 21, 2015 10:27 AM GMT Standard Time
To: 'Richard de Cani (MD Planning)'; Fiona Fletcher-Smith; Isabel Dedring; Edward Lister; Will Walden

Cc: [redacted] Tim Steer
Subject: Garden Bridge - Hearing at High Court

Richard, thanks.

Looping in Sir Edward, Isabel & Will for ease. Richard's overview of High Court hearing on Judicial Review Hearing taking place this morning is at the bottom of this mail.

Our last lines on costs / guarantee are below. Basically, a shortened version of what went to the Guardian a while back. The shorter version below was cleared by the GLA monitoring officer from a purdah point of view a couple of weeks ago.

In terms of our 'if asked' line for today I think you are right and that it should be as simple as possible – and that both of us say/brief the same thing if asked. I don't think tfL probably even need to offer formal comment.

So for today, bearing in mind there's going to be more hearings, I suggest this from our side:

A spokesperson for the Mayor said: "This case is subject to ongoing legal proceedings and it would be inappropriate to comment other than to say that the Mayor would like to see the issues resolved as soon as is practicable to enable the project to move forward."

++++++++++++++++

PREVIOUS LINE ON FUNDING / GUARANTEE / CYCLE TRACK DESIGN

A spokesperson for the Mayor said: "The Garden Bridge will offer millions of people a new way to cross the Thames free of charge. Capital funding will only be released once the Mayor is satisfied that the Garden Bridge Trust has fully demonstrated that it has a credible, long-term plan to cover maintenance and operations costs. The Mayor has been absolutely clear that no public money will be forthcoming for the maintenance costs of the Garden Bridge."

Further info: The reason for a having a guarantee from the Mayor is to meet a planning requirement imposed by Westminster City Council. As with any other major infrastructure project in any big city the guarantee is there to cover wholly unlikely scenarios like the bridge falling into disrepair or major structural collapse.

The Garden Bridge' Trust's design has evolved and been informed by assessments of transport and pedestrian use. Including segregated cycle lanes would mean less space for people and planted areas. The Mayor was not persuaded of the benefits of the scheme solely on it having a cycle track.

From: Richard de Cani (MD Planning) [mailto:Decaniri3@tfl.gov.uk]

In terms of what tomorrow is about

STATEMENT OF WHAT IT IS

Michael Ball has made an application for judicial review of Lambeth's decision to grant planning permission for (its part of) the Garden Bridge. His application was based on two grounds, one relating to heritage and a second relating to funding.

On 18 March 2015 Mr Justice Mitting granted Mr Ball permission to proceed with his application for judicial review but only in relation to the heritage ground of his claim. He refused permission in respect of the funding ground. Mr Ball has subsequently exercised his right to renew his application for permission in respect of the funding ground by way of an oral hearing - which will take place on 21 April 2015.

A date remains to be set for the substantive hearing of the heritage ground (and the funding ground, should permission be given at the renewal hearing).

WHAT MIGHT HAPPEN TOMORROW

The Judge may make a decision tomorrow. He may agree to dismiss Mr Ball's claim (he might do this on the day or a few days/week later) – in which case, Mr Ball can accept this or take this to the Court of Appeal.

The Judge may agree with Mr Ball and confirm the application to proceed to a JR on this ground as well. If this is the case then it is highly likely to be rolled up with the other ground at a hearing before early July.

Members of the public (including the press) can attend. The evidence that will be presented will include the commitment on the guarantee as set out in the GLA letter. It would be helpful to have the agreed lines for this re-circulated, could you do this Steve ?

In both cases I would suggest our specific response to the legal proceedings is the same and along the lines of:

As the case is subject to ongoing legal proceedings the Mayor has no comment to make save for a desire for the issues to be resolved quickly so the project can continue to move forward

Thanks Richard

[redacted]

From: Richard de Cani (MD Planning) [redacted]
Sent: 24 April 2015 17:54
To: Fiona Fletcher-Smith; Tim Steer; [redacted]
Cc: Lisa Price
Subject: RE: Garden Bridge Judicial Review [BDB-BDB1.FID9835373]

The con has been set up for 5pm on wed (not my choice – QC availability !)

Judy can provide the details of venue etc

From: Fiona Fletcher-Smith [redacted]
Sent: 24 April 2015 14:37
To: Richard de Cani (MD Planning); Tim Steer
Cc: Lisa Price
Subject: RE: Garden Bridge Judicial Review [BDB-BDB1.FID9835373]

Might be helpful if either Tim or I try to be there.

From: Richard de Cani (MD Planning) [redacted]
Sent: 24 April 2015 12:21
To: Fiona Fletcher-Smith; Tim Steer
Subject: RE: Garden Bridge Judicial Review [BDB-BDB1.FID9835373]

Fiona – I am not sure yet what will be required. There will be discussions next week with Lambeth and the Trust with QC's about the preparation of material for the case. The deadlines as stated are 8 May for additional evidence – which might include something that clarifies the position in relation to the guarantee. The QC's will advise what they think is necessary but as one of the grounds for allowing the case to proceed related to the role of the guarantee in relation to Lambeth, I expect they will want this clarified.

If we are meeting QC's next week – do you want to be there ?

Thanks Richard

From: Fiona Fletcher-Smith [redacted]
Sent: 24 April 2015 08:56
To: Richard de Cani (MD Planning); Tim Steer
Subject: RE: Garden Bridge Judicial Review [BDB-BDB1.FID9835373]

When do we need the next letter to go out?

Fiona Fletcher Smith
Executive Director
Development, Enterprise and Environment

Tel: 020 7983 4959

-----Original Message-----
From: Richard de Cani (MD Planning) [redacted]
Sent: Friday, April 24, 2015 08:07 AM GMT Standard Time
To: Tim Steer; Fiona Fletcher-Smith
Subject: FW: Garden Bridge Judicial Review [BDB-BDB1.FID9835373]

Both – confirmed dates for the JR

From: [redacted]
Sent: 24 April 2015 07:34
To: Richard de Cani (MD Planning); Carter Howard; [redacted]
Cc: Blackwell Dawn
Subject: Fw: Garden Bridge Judicial Review [BDB-BDB1.FID9835373]

Please see below latest information regarding hearing on Garden Bridge.
Joanna

From: [redacted]
Sent: Thursday, April 23, 2015 06:03 PM
To: [redacted]
Cc: [redacted]
Subject: Garden Bridge Judicial Review [BDB-BDB1.FID9835373]

Dear all

I write with an update on the timetable for the judicial review. The hearing has now been set for **10 and 11 June 2015** and both Andrew Tait QC and Ned Westaway have been booked for these dates.

[redacted]

I will send a further update tomorrow but do please let me know if you have any queries in the meantime.

Kind regards

[redacted]

[redacted]

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For and on behalf of Bircham Dyson Bell LLP
50 Broadway London SW1H 0BL

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[redacted]

From: Richard de Cani (MD Planning) [redacted]
Sent: 06 May 2015 07:34
To: Fiona Fletcher-Smith; [redacted] Ritchie Charles
Subject: Fw: Garden Bridge MD
Attachments: MD1472 Garden Bridge March 2015 v.13 - CLEAN.docx; MD1472 Garden Bridge March 2015 v.13.docx; Draft Direction & Delegation no.3 v.6 - CLEAN.doc; Draft Direction & Delegation no.3 v.6.doc

Fiona - as discussed yesterday, current draft as it stands. There will need to be some amends to this today and [redacted]/Charles will advise us.

Richard

From: Tom Middleton [redacted]
Sent: Thursday, April 30, 2015 04:50 PM
To: Richard de Cani (MD Planning)
Subject: FW: Garden Bridge MD

Hi Richard - I think it's as per the attached

From: Tom Middleton
Sent: 21 April 2015 10:20
To: Tim Steer
Subject: FW: Garden Bridge MD

Hi Tim – I think the attached is the latest version

From: Ritchie Charles [redacted]
Sent: 23 March 2015 18:19
To: Richard de Cani (MD Planning); Tom Middleton
Subject: Garden Bridge MD

Richard/Tom,

After a conversation with Richard I have added a new sentence to the MD (see para 5.2 in the risk section). I've attached the new version (v.13) of the MD in a clean version and also with tracked changes against Friday's version.

For convenience, I am also re-sending the D&D.

Regards,

Charles

Charles Ritchie | Legal Manager | Legal
Transport for London | 6th Floor, Windsor House | 42-50 Victoria Street, London | SW1H 0TL
[redacted]

****

[redacted]

From: Richard de Cani (MD Planning) [redacted]
Sent: 07 May 2015 14:32
To: Tim Steer; Fiona Fletcher-Smith
Subject: FW: Garden Bridge MD
Attachments: MD1472 Garden Bridge March 2015 v 15 - CLEAN.docx; MD1472 Garden Bridge March 2015 v 15.docx; Draft Direction & Delegation no.3 v.7 - CLEAN.doc; Draft Direction & Delegation no.3 v.7.doc

Both – Isabel said today that this couldn't be signed until the mayors meeting on the 21 may had taken place

---

From: Ritchie Charles
Sent: 07 May 2015 13:51
To: Fiona Fletcher-Smith; 'Tom Middleton'
Cc: Richard de Cani (MD Planning)
Subject: Garden Bridge MD

Fiona/Tom,

Please find attached, a further version (number 15) of the MD relating to the Garden Bridge guarantees There is a clean version, and a version showing changes tracked against version 13, which is the last version you have seen. You'll see there are one or two comments in this.

I also attach a revised draft delegation and direction, again both clean and tracked changes versions.

Regards,

Charles Ritchie
TfL Legal

[redacted]

[redacted]

From: Tim Steer
Sent: 07 May 2015 15:47
To: 'Richard de Cani (MD Planning)'; Fiona Fletcher-Smith
Cc: Claire Hamilton
Subject: RE: Garden Bridge MD

We can though take it through all the approvals prior to submitting it to the Mayor for signature - hopefully this will ensure its signed and published before the JR on 10 June.

Fiona – we also discussed the position for any MQs the Mayor needs to answer at the meeting on 21 May. At that stage the line can remain as it was in March – i.e. the following response. It's the Mayor/TfL meeting later that day where the Mayor will be briefed on the long-term plan that's referred to.

Tim

The Garden Bridge will be a fantastic and iconic addition to London, encouraging people to walk, supporting economic development and regeneration in the area, and creating a new open space which will enrich the quality of life of Londoners and visitors alike.

I am supportive of the approach that is being adopted by the Garden Bridge Trust and believe its business plan to be robust. In order to unlock the planning process I have agreed in principle to provide a guarantee to secure the continuing maintenance of the bridge in the extremely unlikely event that the Garden Bridge Trust is unable to fund this directly. This undertaking was confirmed in writing to the Garden Bridge Trust on 18 February and I attach a copy.

It should be made absolutely clear that the provision of such a guarantee does not replace the primary focus of the Garden Bridge Trust, which is to secure the upkeep of the bridge in perpetuity and I have received the necessary assurances from the Trust that this will be achieved. Consequently, I do not expect this guarantee to be called upon. Furthermore, the GLA's contribution of £30m towards construction of the bridge will not be released until I have received a counter-guarantee from the Garden Bridge Trust in the form of a satisfactory long-term plan for how the annual maintenance of the bridge will be funded.

From: Richard de Cani (MD Planning) [redacted]
Sent: 07 May 2015 15:04
To: Fiona Fletcher-Smith; Tim Steer
Subject: RE: Garden Bridge MD

Because she wanted him to be comfortable with the position on operating costs and income that the trust has been progressing and will be presenting to him on the 21 may

From: Fiona Fletcher-Smith [redacted]
Sent: 07 May 2015 14:56
To: Richard de Cani (MD Planning); Tim Steer
Subject: RE: Garden Bridge MD

Why?

Fiona Fletcher Smith
Executive Director
Development, Enterprise and Environment

[redacted]

-----Original Message-----
From: Richard de Cani (MD Planning) [redacted]
Sent: Thursday, May 07, 2015 02:32 PM GMT Standard Time
To: Tim Steer; Fiona Fletcher-Smith
Subject: FW: Garden Bridge MD

Both – Isabel said today that this couldn't be signed until the mayors meeting on the 21 may had taken place

---

From: Ritchie Charles
Sent: 07 May 2015 13:51
To: Fiona Fletcher-Smith; 'Tom Middleton'
Cc: Richard de Cani (MD Planning)
Subject: Garden Bridge MD

Fiona/Tom,

Please find attached, a further version (number 15) of the MD relating to the Garden Bridge guarantees There is a clean version, and a version showing changes tracked against version 13, which is the last version you have seen. You'll see there are one or two comments in this.

I also attach a revised draft delegation and direction, again both clean and tracked changes versions.

Regards,

Charles Ritchie
TfL Legal

[redacted]

Paul Robinson

From: Richard de Cani (MD Planning)[redacted]
Sent: 08 May 2015 08:04
To: Tim Steer; Fiona Fletcher-Smith
Subject: FW: Garden Bridge - Letter from Trust to Lambeth
Attachments: 150507 Letter to Lambeth SIGNED.PDF

Both – letter from GBT to Lambeth

From: [redacted]
Sent: 07 May 2015 17:45
To: Richard de Cani (MD Planning); Ritchie Charles
Subject: Garden Bridge - Letter from Trust to Lambeth

Richard, Charles,

Signed letter from the Trust to Lambeth attached, just issued.

Kind regards

[redacted]

[redacted]

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For and on behalf of Bircham Dyson Bell LLP
50 Broadway London SW1H 0BL

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Paul Robinson

From: Ritchie Charles [redacted]
Sent: 08 May 2015 12:04
To: Fiona Fletcher-Smith; Tom Middleton; Richard de Cani (MD Planning)
Subject: Garden Bridge MD - guarantees
Attachments: Draft Direction & Delegation no.3 v.7 - CLEAN.doc; MD1472 Garden Bridge March 2015 v.16.docx; MD1472 Garden Bridge March 2015 v.16 - CLEAN.docx

Dear all,

Please see attached, a further draft of the Garden Bridge MD (version 16, in a clean version and separately with changes shown tracked against yesterday's version 15).

[redacted]

[redacted]

Regards,

Charles

Charles Ritchie | Legal Manager | Legal
Transport for London | 6th Floor, Windsor House | 42-50 Victoria Street, London | SW1H 0TL
[redacted]

[redacted]

From: Claire Hamilton
Sent: 12 May 2015 18:00
To: De Cani Richard (CORP) [redacted]
Cc: Tim Steer; 'Hill Rhiannon' [redacted] Fiona Fletcher-Smith
Subject: Garden Bridge MD
Attachments: MD1472 Garden Bridge March 2015 v.16 to ID.docx

Richard,

In light of the discussion with Peter, Isabel and the Trust this morning and the new figures that were presented today, would you be able to update the attached MD? Isabel and Peter also mentioned including something about how the figures have been derived – what information do you think needs to be added in?

Thanks

Claire

Claire Hamilton
Transport Manager
Greater London Authority
City Hall, The Queen's Walk, London SE1 2AA
[redacted]

[redacted]

From: Ritchie Charles [redacted]
Sent: 08 May 2015 12:04
To: Fiona Fletcher-Smith; Tom Middleton; Richard de Cani (MD Planning)
Subject: Garden Bridge MD - guarantees
Attachments: Draft Direction & Delegation no.3 v.7 - CLEAN.doc; MD1472 Garden Bridge March 2015 v.16.docx; MD1472 Garden Bridge March 2015 v.16 - CLEAN.docx

Dear all,

Please see attached, a further draft of the Garden Bridge MD (version 16, in a clean version and separately with changes shown tracked against yesterday's version 15).

[redacted]

[redacted]

Regards,

Charles

Charles Ritchie | Legal Manager | Legal
Transport for London | 6th Floor, Windsor House | 42-50 Victoria Street, London | SW1H 0TL
[redacted]

[redacted]

From: Claire Hamilton
Sent: 12 May 2015 18:00
To: De Cani Richard (CORP) [redacted]
Cc: Tim Steer; [redacted] Fiona Fletcher-Smith
Subject: Garden Bridge MD
Attachments: MD1472 Garden Bridge March 2015 v.16 to ID.docx

Richard,

In light of the discussion with Peter, Isabel and the Trust this morning and the new figures that were presented today, would you be able to update the attached MD? Isabel and Peter also mentioned including something about how the figures have been derived – what information do you think needs to be added in?

Thanks

Claire

Claire Hamilton
Transport Manager
Greater London Authority
City Hall, The Queen's Walk, London SE1 2AA
[redacted]

[redacted]

From: Ritchie Charles [redacted]
Sent: 18 May 2015 14:26
To: Fiona Fletcher-Smith; Tom Middleton
Cc: Richard de Cani (MD Planning)
Subject: FW: Garden Bridge MD
Attachments: MD1472 Garden Bridge March 2015 v.17 - CLEAN.docx; MD1472 Garden Bridge March 2015 v.17.docx; Draft Direction & Delegation no.3 v.8 - CLEAN.doc; Draft Direction & Delegation no.3 v.8.doc

Fiona/Tom,

Please find attached, in clean and tracked changes form, updated versions of the MD and the related Direction and Delegation, taking account of Richard de Cani's meeting with Peter Hendy and the Trust last week.

Regards,

Charles

Charles Ritchie | Legal Manager | Legal
Transport for London | 6th Floor, Windsor House | 42-50 Victoria Street, London | SW1H 0TL
[redacted]

[redacted]

From: Tim Steer
Sent: 22 May 2015 12:29
To: 'Ritchie Charles'; [redacted] Richard de Cani (MD Planning)
Cc: Claire Hamilton; Fiona Fletcher-Smith; Tom Middleton; Pierre Coinde
Subject: RE: Garden Bridge MD
Attachments: MD1472 Garden Bridge for approval v3 (ID comments).docx

Charles,

With apologies, please find attached a version with further tracked changes following further comments from Isabel (I've also incorporated your most recent change). Please can you confirm that TfL is content with the changes, which include a new heading '**Garden Bridge Trust funding position and likelihood of guarantees being called upon**'.

Thanks, Tim

From: Ritchie Charles [redacted]
Sent: 22 May 2015 12:24
To: [redacted] Richard de Cani (MD Planning); Tim Steer
Subject: RE: Garden Bridge MD

Dear all,

Here is a redraft of the MD (clean and tracked) showing one slight change to para 1.12.

Regards,

Charles Ritchie
TfL Legal

[redacted]

[redacted]

From: Richard de Cani (MD Planning) [redacted]
Sent: 27 May 2015 15:27
To: Tim Steer; [redacted] Claire Hamilton; [redacted]
Subject: Re: Garden Bridge / Lambeth Council call

The land where the new bridge will land is owned freehold by lambeth - with a lease to coin street. To facilitate the bridge this lease has to be renegotiated. M Ball and co see this renegotiation as a disposal of land and have applied for the land to be designated an asset of community value. Lambeth have considered this and approved the application - so the land will be designated an asset of community value. This means that prior to any disposal Lambeth is minded to consider any bids from the community to buy the land - but not minded to accept the bids. They also have to agree to a 6 month moratorium on the disposal.

So worst case - delay in finalising the land deal until the end of the year.

We are not even sure these rules apply anyway as land is not being disposed of - existing lease (with right to renew) being extended. So legal advice needed.

In terms of next steps - Lambeth will publish this decision tonight and M Ball and co will declare victory.

In terms of a line I would suggest something like

We are aware that this process has been ongoing and the decision made by Lambeth and will work with Lambeth to ensure the programme for delivery of the bridge is not subject to any delay...

Richard

From: Tim Steer [redacted]
Sent: Wednesday, May 27, 2015 01:30 PM
To: [redacted] Claire Hamilton [redacted]; Richard de Cani (MD Planning); [redacted]
Subject: RE: Garden Bridge / Lambeth Council call

Richard – is this the one you already know about or a new one?
Tim

From: [redacted]
Sent: 27 May 2015 13:22
To: Tim Steer; Claire Hamilton
Subject: FW: Garden Bridge / Lambeth Council call

Tim / Claire – to note.

S.

From: [redacted]
Sent: 27 May 2015 13:18
To: [redacted]
Subject: Garden Bridge / Lambeth Council call

[redacted]

[redacted]
Mayor's Press Office - Culture & Community Desk
Greater London Authority
City Hall
The Queen's Walk
London SE1 2AA

[redacted]

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[redacted]

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Claim ref. CO/476/2015

IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION (ADMINISTRATIVE COURT) (PLANNING COURT)
BETWEEN:

The Queen (on the application of Michael Ball)

Claimant

and

London Borough of Lambeth

Defendant

and

Garden Bridge Trust

Interested Party

CONSENT ORDER

UPON THE INTERESTED PARTY UNDERTAKING THAT prior to commencing development on the Garden Bridge pursuant to Lambeth planning permission no 14/02792/FUL it will enter into an obligation under section 106 of the Town and Country Planning Act 1990 for the benefit of the Defendant including the following terms:

(1) Prior to commencement of the development to submit to the Defendant an updated Operations and Maintenance Business Plan for the written approval of the Defendant and thereafter to carry out and maintain the development in accordance with the approved Plan; and

(2) Prior to commencement of the development to provide the Defendant with a surety and/or guarantee and/or other legal instrument, the form and terms of which shall be approved by the Defendant in advance, to secure the ongoing maintenance of the development.

AND UPON THE DEFENDANT UNDERTAKING THAT

(3) Within ten working days of the approval in (2) above, the Defendant will provide to the Claimant copies of the documents containing the surety, guarantee and/or other legal instrument referred to in (2) above.

THE COURT ORDERS BY CONSENT OF THE PARTIES THAT

1. The Claim be dismissed.

2. The Defendant pay the Claimant's costs of the proceedings to be assessed on the standard basis if not agreed, subject to the costs cap in paragraph 5.2 of Practice Direction 45 to the Civil Procedure Rules.

DATED:

SIGNED:

Leigh Day

Leigh Day, Solicitors for the Claimant

E Bonelier Ward on behalf of the Borough Solicitor

London Borough of Lambeth

Bircham Dyson Bell.

Bircham Dyson Bell, Solicitors for the Interested Party

[redacted]

From: Richard de Cani (MD Planning) [redacted]
Sent: 02 June 2015 18:24
To: Tim Steer; Fiona Fletcher-Smith
Cc: [redacted] Claire Hamilton; [redacted]
Subject: RE: URGENT - Judicial Review [BDB-BDB1.FID9835373]

Tim – exactly that – nothing new at all.

People may say –this is a new guarantee

But it absolutely isn't and the MD makes that clear – so getting it signed tomorrow is very helpful

[redacted] – if you need anything from me let me know

From: Tim Steer [redacted]
Sent: 02 June 2015 17:53
To: Richard de Cani (MD Planning); Fiona Fletcher-Smith
Cc: [redacted] Claire Hamilton
Subject: RE: URGENT - Judicial Review [BDB-BDB1.FID9835373]

The MD hasn't been signed by the Mayor yet.

So to summarise, is this saying that the JR will be withdrawn on the basis that the following conditions are met before development of the bridge commences?

a. The Trust submits to Lambeth an updated plan for the bridge's operations and maintenance for approval
b. The Trust demonstrates to Lambeth that it can guarantee the ongoing maintenance of the bridge

The former would have happened anyway and the MD that the Mayor is about sign fulfils the latter in that the GLA will guarantee the ongoing maintenance should the Trust not be able to do so. This GLA guarantee was to be provided anyway, as part of the planning process, in the absence of Mr Ball's JR.

Is that right? When is this going to come into the public domain?

Steve – between us we need some lines welcoming the withdrawing of the JR and dismissing any suggestion that Mr Ball has extracted new concessions from us. See the information below from the MD.

Claire – can we possibly push the Mayor's Office to get the Mayor to sign the MD so we can demonstrate the guarantee was well in hand anyway?

Tim

From: Richard de Cani (MD Planning) [redacted]
Sent: 02 June 2015 17:32
To: Tim Steer; Fiona Fletcher-Smith
Subject: FW: URGENT - Judicial Review [BDB-BDB1.FID9835373]

Tim – we need to get a few lines on this

M Ball will declare victory and we need to be very clear this is not a new guarantee

I would take the lines from the MD which set this out – as follows

Depending on whether the MD is signed or not (do we know yet ?) the emphasis will need to change accordingly.

Thanks Richard

[redacted]

From: [redacted]
Sent: 02 June 2015 17:27
To: Richard de Cani (MD Planning); Carter Howard
Cc: [redacted]
Subject: FW: URGENT - Judicial Review [BDB-BDB1.FID9835373]

Howard and Richard

Please see BDB's email below and signed consent order attached. I will let you know as soon as I hear further re sealing of the Order by the Court and confirmation that the hearing has been vacated.

[redacted]

[redacted] Principal Lawyer - Property & Planning | Legal
Transport for London | 6th Floor, Windsor House | 42-50 Victoria Street, London | SW1H 0TL
[redacted]

From: [redacted]
Sent: 02 June 2015 17:23
To: [redacted]'

Cc: [redacted]

Subject: RE: URGENT - Judicial Review [BDB-BDB1.FID9835373]

Dear [redacted]

Further to my email below, I have now received a copy of the order signed by Mr Ball's solicitors and which I understand has now been submitted to the Court (copy attached). The Court will, when it seals the order, vacate the hearing next week (and I will ensure that is done).

Kind regards

[redacted]

[redacted]
W www.bdb-law.co.uk

For and on behalf of Bircham Dyson Bell LLP
50 Broadway London SW1H 0BL

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