

# AGENDA

**Meeting** GLA Oversight Committee

**Date** Wednesday 27 February 2019

**Time** 10.00 am

**Place** Committee Room 5, City Hall, The Queen's Walk, London, SE1 2AA

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## Members of the Committee

Gareth Bacon AM (Chairman)  
Len Duvall AM (Deputy Chair)  
Jennette Arnold OBE AM  
Sian Berry AM  
Tom Copley AM

Steve O'Connell AM  
Keith Prince AM  
Navin Shah AM  
Peter Whittle AM

A meeting of the Committee has been called by the Chairman of the Committee to deal with the business listed below.

Ed Williams, Executive Director of Secretariat  
Tuesday 19 February 2019

## Further Information

If you have questions, would like further information about the meeting or require special facilities please contact: Lorena Alcorta, Principal Committee Manager; Telephone: 020 7983 4425; Email: [lorena.alcorta@london.gov.uk](mailto:lorena.alcorta@london.gov.uk); Minicom: 020 7983 4458

For media enquiries please contact Alison Bell, Head of Communications; Telephone: 020 7983 5769; Email: [alison.bell@london.gov.uk](mailto:alison.bell@london.gov.uk). If you have any questions about individual items please contact the author whose details are at the end of the report.

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Certificate Number: FS 80233

**Agenda  
GLA Oversight Committee  
Wednesday 27 February 2019**

**1 Apologies for Absence and Chairman's Announcements**

To receive any apologies for absence and any announcements from the Chairman.

**2 Declarations of Interests** (Pages 1 - 4)

**The Committee is recommended to:**

- (a) Note the offices held by Assembly Members, as set out in the table at Agenda Item 2, as disclosable pecuniary interests;**
- (b) Note the declaration by any Member(s) of any disclosable pecuniary interests in specific items listed on the agenda and the necessary action taken by the Member(s) regarding withdrawal following such declaration(s); and**
- (c) Note the declaration by any Member(s) of any other interests deemed to be relevant (including any interests arising from gifts and hospitality received which are not at the time of the meeting reflected on the Authority's register of gifts and hospitality, and noting also the advice from the GLA's Monitoring Officer set out at Agenda Item 2) and to note any necessary action taken by the Member(s) following such declaration(s).**

**3 Minutes** (Pages 5 - 32)

**The Committee is recommended to confirm the minutes of the meeting of the GLA Oversight Committee held on 30 January 2019 to be signed by the Chairman as a correct record.**

**4 Summary List of Actions** (Pages 33 - 86)

Report of the Executive Director of Secretariat  
Contact: Lorena Alcorta; [lorena.alcorta@london.gov.uk](mailto:lorena.alcorta@london.gov.uk); 020 7983 4425

**The Committee is recommended to note the completed and outstanding actions arising from previous meetings of the GLA Oversight Committee.**

## **5 Conversion of Fixed Term Contracts** (Pages 87 - 92)

Report of the Chief Officer

Contact: Patrick Alleyne, [patrick.alleyne@london.gov.uk](mailto:patrick.alleyne@london.gov.uk), 020 7983 4140

**The Committee is recommended to respond to the Chief Officer's first stage consultation on the potential conversion of some fixed term contracts to permanent contracts.**

## **6 Changes to the GLA Establishment - London Estates Delivery Unit** (Pages 93 - 104)

Report of the Chief Officer

Contact: Sue Hardy, [sue.hardy@london.gov.uk](mailto:sue.hardy@london.gov.uk), 020 7084 2662

**The Committee is recommended to:**

- (a) Respond to the Chief Officer's consultation on the creation of an additional five posts and conversion of two temporary posts to permanent within the Housing and Land Directorate to support the work of the London Estates Delivery Unit; and**
- (b) Note that there is a net nil impact on the Greater London Authority's budgets as a result of these proposals.**

## **7 State of London Debate** (Pages 105 - 108)

Report of the Assistant Director, External Relations

Contact: Kim Hobbs, [kim.hobbs@london.gov.uk](mailto:kim.hobbs@london.gov.uk), 020 7983 4969

**The Committee is recommended to:**

- (a) Note the proposals for the State of London Debate, at Indigo at The O2, on Thursday 27 June 2019 contained in the report; and**
- (b) Provide any views, ideas or suggestions on further ways to improve the State of London Debate as a consultative event.**

## **8 Appointment to Chief Officer Performance Review Panel** (Pages 109 - 112)

Report of the Executive Director of Secretariat

Contact: Lorena Alcorta, [lorena.alcorta@london.gov.uk](mailto:lorena.alcorta@london.gov.uk), 020 7983 4425

**The Committee is recommended to appoint Caroline Pidgeon MBE AM to the Chief Officer Performance Review Panel.**

## **9 Work Programme for the GLA Oversight Committee** (Pages 113 - 116)

Report of the Executive Director of Secretariat

Contact: Richard Derecki, [richard.derecki@london.gov.uk](mailto:richard.derecki@london.gov.uk); 020 7983 4899

**The Committee is recommended to note its work programme for the remainder of 2018/19 and identify any additional issues it wishes to consider at future meetings.**

## **10 Date of Next Meeting**

The next meeting of the Committee is scheduled to be held on 19 March 2019 at 10am in Committee Room 5.

## **11 Any Other Business the Chairman Considers Urgent**

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# Subject: Declarations of Interests

**Report to: GLA Oversight Committee**

**Report of: Executive Director of Secretariat**

**Date: 27 February 2019**

**This report will be considered in public**

## 1. Summary

- 1.1 This report sets out details of offices held by Assembly Members for noting as disclosable pecuniary interests and requires additional relevant declarations relating to disclosable pecuniary interests, and gifts and hospitality to be made.

## 2. Recommendations

- 2.1 **That the list of offices held by Assembly Members, as set out in the table below, be noted as disclosable pecuniary interests<sup>1</sup>;**
- 2.2 **That the declaration by any Member(s) of any disclosable pecuniary interests in specific items listed on the agenda and the necessary action taken by the Member(s) regarding withdrawal following such declaration(s) be noted; and**
- 2.3 **That the declaration by any Member(s) of any other interests deemed to be relevant (including any interests arising from gifts and hospitality received which are not at the time of the meeting reflected on the Authority's register of gifts and hospitality, and noting also the advice from the GLA's Monitoring Officer set out at below) and any necessary action taken by the Member(s) following such declaration(s) be noted.**

## 3. Issues for Consideration

- 3.1 Relevant offices held by Assembly Members are listed in the table overleaf:

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<sup>1</sup> The Monitoring Officer advises that: Paragraph 10 of the Code of Conduct will only preclude a Member from participating in any matter to be considered or being considered at, for example, a meeting of the Assembly, where the Member has a direct Disclosable Pecuniary Interest in that particular matter. The effect of this is that the 'matter to be considered, or being considered' must be about the Member's interest. So, by way of example, if an Assembly Member is also a councillor of London Borough X, that Assembly Member will be precluded from participating in an Assembly meeting where the Assembly is to consider a matter about the Member's role / employment as a councillor of London Borough X; the Member will not be precluded from participating in a meeting where the Assembly is to consider a matter about an activity or decision of London Borough X.

<b>Member</b>	<b>Interest</b>
Tony Arbour AM	
Jennette Arnold OBE AM	European Committee of the Regions
Gareth Bacon AM	Member, LB Bexley
Shaun Bailey AM	
Sian Berry AM	Member, LB Camden
Andrew Boff AM	Congress of Local and Regional Authorities (Council of Europe)
Leonie Cooper AM	Member, LB Wandsworth
Tom Copley AM	Member, LB Lewisham
Unmesh Desai AM	
Tony Devenish AM	Member, City of Westminster
Andrew Dismore AM	
Len Duvall AM	
Florence Eshalomi AM	
Nicky Gavron AM	
Susan Hall AM	Member, LB Harrow
David Kurten AM	
Joanne McCartney AM	Deputy Mayor
Steve O'Connell AM	Member, LB Croydon
Caroline Pidgeon MBE AM	
Keith Prince AM	Alternate Member, European Committee of the Regions
Caroline Russell AM	Member, LB Islington
Dr Onkar Sahota AM	
Navin Shah AM	
Fiona Twycross AM	Deputy Mayor for Fire and Resilience; Chair of the London Local Resilience Forum
Peter Whittle AM	

[Note: LB - London Borough]

3.2 Paragraph 10 of the GLA's Code of Conduct, which reflects the relevant provisions of the Localism Act 2011, provides that:

- where an Assembly Member has a Disclosable Pecuniary Interest in any matter to be considered or being considered or at
  - (i) a meeting of the Assembly and any of its committees or sub-committees; or
  - (ii) any formal meeting held by the Mayor in connection with the exercise of the Authority's functions
- they must disclose that interest to the meeting (or, if it is a sensitive interest, disclose the fact that they have a sensitive interest to the meeting); and
- must not (i) participate, or participate any further, in any discussion of the matter at the meeting; or (ii) participate in any vote, or further vote, taken on the matter at the meeting

UNLESS

- they have obtained a dispensation from the GLA's Monitoring Officer (in accordance with section 2 of the Procedure for registration and declarations of interests, gifts and hospitality – Appendix 5 to the Code).

3.3 Failure to comply with the above requirements, without reasonable excuse, is a criminal offence; as is knowingly or recklessly providing information about your interests that is false or misleading.



- 3.4 In addition, the Monitoring Officer has advised Assembly Members to continue to apply the test that was previously applied to help determine whether a pecuniary / prejudicial interest was arising - namely, that Members rely on a reasonable estimation of whether a member of the public, with knowledge of the relevant facts, could, with justification, regard the matter as so significant that it would be likely to prejudice the Member's judgement of the public interest.
- 3.5 Members should then exercise their judgement as to whether or not, in view of their interests and the interests of others close to them, they should participate in any given discussions and/or decisions business of within and by the GLA. It remains the responsibility of individual Members to make further declarations about their actual or apparent interests at formal meetings noting also that a Member's failure to disclose relevant interest(s) has become a potential criminal offence.
- 3.6 Members are also required, where considering a matter which relates to or is likely to affect a person from whom they have received a gift or hospitality with an estimated value of at least £25 within the previous three years or from the date of election to the London Assembly, whichever is the later, to disclose the existence and nature of that interest at any meeting of the Authority which they attend at which that business is considered.
- 3.7 The obligation to declare any gift or hospitality at a meeting is discharged, subject to the proviso set out below, by registering gifts and hospitality received on the Authority's on-line database. The on-line database may be viewed here:  
<https://www.london.gov.uk/mayor-assembly/gifts-and-hospitality>.
- 3.8 If any gift or hospitality received by a Member is not set out on the on-line database at the time of the meeting, and under consideration is a matter which relates to or is likely to affect a person from whom a Member has received a gift or hospitality with an estimated value of at least £25, Members are asked to disclose these at the meeting, either at the declarations of interest agenda item or when the interest becomes apparent.
- 3.9 It is for Members to decide, in light of the particular circumstances, whether their receipt of a gift or hospitality, could, on a reasonable estimation of a member of the public with knowledge of the relevant facts, with justification, be regarded as so significant that it would be likely to prejudice the Member's judgement of the public interest. Where receipt of a gift or hospitality could be so regarded, the Member must exercise their judgement as to whether or not, they should participate in any given discussions and/or decisions business of within and by the GLA.

## 4. Legal Implications

- 4.1 The legal implications are as set out in the body of this report.

## 5. Financial Implications

- 5.1 There are no financial implications arising directly from this report.

<b>Local Government (Access to Information) Act 1985</b>	
List of Background Papers: None	
Contact Officer:	Lorena Alcorta, Principal Committee Manager
Telephone:	020 7983 4425
E-mail:	lorena.alcorta@london.gov.uk

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# MINUTES

**Meeting: GLA Oversight Committee**  
**Date: Wednesday 30 January 2019**  
**Time: 10.00 am**  
**Place: Chamber, City Hall, The Queen's Walk, London, SE1 2AA**

Copies of the minutes may be found at <http://www.london.gov.uk/mayor-assembly/london-assembly/oversight>

**Present:**

Gareth Bacon AM (Chairman)  
Len Duvall AM (Deputy Chair)  
Jennette Arnold OBE AM  
Sian Berry AM  
Tom Copley AM  
Susan Hall AM  
Keith Prince AM  
Navin Shah AM  
Peter Whittle AM

## **1 Apologies for Absence and Chairman's Announcements (Item 1)**

- 1.1 Apologies for absence were received from Steve O'Connell AM for whom Susan Hall AM attended as a substitute Member.
- 1.2 The Chairman welcomed to the public gallery staff and students from Cranbrook Primary School, Redbridge.

## **2 Declarations of Interests (Item 2)**

### **2.1 Resolved:**

**That the list of offices held by Assembly Members, as set out in the table at Agenda Item 2, be noted as disclosable pecuniary interests.**

## **3 Minutes (Item 3)**

### **3.1 Resolved:**

**That the minutes of the meeting of the GLA Oversight Committee held on 11 December 2018 be signed by the Chairman as a correct record.**

## **4 Summary List of Actions (Item 4)**

4.1 The Committee received the report of the Executive Director of Secretariat.

### **4.2 Resolved:**

**That the completed and outstanding actions arising from previous meetings of the GLA Oversight Committee be noted.**

## **5 Question and Answer Session with Mayoral Directors (Item 5)**

5.1 The Committee received the report of the Executive Director of Secretariat as background to putting questions to the following invited guests regarding their work as Mayoral Directors:

- Patrick Hennessy, Mayoral Director - Communications; and
- Nick Bowes, Mayoral Director – Policy.

5.2 A transcript of the discussion is set out at **Appendix 1**.

5.3 During the course of the discussion the Mayoral Director - Communications undertook to:

- Provide the most current estimate regarding public awareness of the new Ultra-Low Emissions Zone (ULEZ) charges;
- Take up issues regarding the provision of further information on Transport for London (TfL) signage regarding the ULEZ charges with TfL;

- Take up issues regarding the accuracy of the of the vehicle tracker function with TfL; and
- Provide information regarding expenditure on tracking the popularity of the Mayor.

5.4 During the course of the discussion the Mayoral Director, Policy, undertook to:

- Provide details regarding the amount of funding provided to the British Fashion Council;
- Provide information regarding Mayoral support for fashion designers of Black and Ethnic Minority (BAME) heritage;
- Provide examples of instances where London Assembly committee recommendations had been taken up by the Mayor; and
- Consider scheduling regular meetings with London Assembly committee Chairs.

5.5 **Resolved:**

**That the report and subsequent discussion be noted.**

## **6 Chief Officer's Transformation Programme (Item 6)**

6.1 The Committee received the report of the Chief Officer.

6.2 The Chief Officer introduced the report and stated that the transformation fund involved an integrated programme of change with three work streams, including talent management and succession planning in the GLA, also focussing on ensuring the workforce was representative of London's population; the way the staffing body worked; and in the context of human resources, information technology and facilities management, whether opportunities existed to enter into further shared service arrangements.

6.3 The Chairman asked the Chief Officer about her strategies to ensure the support of staff, including the corporate management team, for the change programme.

The Chief Officer stated that much of this work had been identified prior to her taking up the position of Chief Officer in September 2018, including in the staff survey of autumn 2017, and the programme was designed to respond directly to those matters and to provide personal leadership and funding to ensure the programme was delivered.

6.4 Sian Berry AM highlighted the City Hall Greens' budget amendment that had proposed the use of part of the transformation fund to consider moving some parts of the GLA to a four-day working week with the same pay.

6.5 The Chief Officer stated that all options were being considered. However there were already a wide range of ways of working across the organisation.

6.6 **Resolved:**

**That the report be noted.**

**7 Proposed Changes to the GLA Establishment - Human Resources and Organisational Development Unit (Item 7)**

7.1 The Committee received the report of the Chief Officer.

7.2 The Assistant Director Human Resources and Organisational Development introduced the report.

7.3 The Assistant Director stated that the transformation programme would examine work that needed acceleration in Human Resources (HR), in the areas of developing line management capability and establishing more efficient processes in areas such as payroll.

7.4 The Chairman noted that in advance of the proposals outlined in this paper, three HR Officer posts at Grade 8 had been regraded to HR Adviser posts at Grade 10 and that, in addition, it was proposed to create three 'Senior HR Officer' posts at Grade 8. The Chairman and Deputy Chair expressed concern regarding the proposals and requested further clarification regarding the process that had been followed. The Assistant Director and the Chief Officer stated that the proposals before the Committee did not amount to a restructure and the Grade 8 positions were intended to add capacity.

7.5 The Committee deferred consideration of the report and requested that further information and examples be provided regarding the application of this practice across the GLA.

7.6 **Resolved:**

**That consideration of the report be deferred until the next meeting of the Committee pending further information being provided to the Committee by the Chief Officer and the Assistant Director, Human Resources and Organisational Development, as outlined above.**

**8 Proposed Changes to the GLA Establishment - City Operations Unit (Item 8)**

8.1 The Committee received the report of the Chief Officer.

8.2 The Chief Officer introduced the report regarding the establishment of the City Operations Unit.

8.3 Assembly Member Copley questioned the line of accountability from the City Operations and Major Events Lead to the Assistant Director, External Relations.

8.4 The Chief Officer explained that this was intended as a temporary arrangement and was subject to review.

8.5 **Resolved:**

**That the report be noted subject to review of the reporting line for the City Operations and Major Events Lead.**

## **9 Proposed Changes to the GLA Establishment - Housing and Land Directorate (Item 9)**

9.1 The Committee received the report of the Chief Officer.

9.2 The Executive Director of Housing and Land introduced the report, stating that the proposed additional posts were intended to cover a range of programmes and that the addition of the posts to the GLA establishment was budget neutral.

9.3 The Chairman asked for clarification regarding how long the recruitment process was expected to take. The Executive Director stated that the recruitment process was expected to launch in May/June 2019 and that the first posts were expected to be recruited to by the end of the summer, with the first officers in post by early autumn 2019. It was anticipated that the recruitment process would be completed by the end of the 2019 calendar year.

9.4 **Resolved:**

**That the report be noted.**

## **10 Funding of 'Settled Status' Applications for Greater London Authority (GLA) Employees (Item 10)**

10.1 The Committee received the report of the Chief Officer.

10.2 **Resolved:**

**That the report be noted.**

## **11 People's Question Time - March 2019 (Item 11)**

11.1 The Committee received the report of the Assistant Director, External Relations.

11.2 **Resolved:**

- i) That the proposals for the next People's Question Time meeting to be held in the London Borough of Bexley on Thursday, 14 March 2019, be noted; and**
- ii) That the Chairman of the meeting be Gareth Bacon AM.**

## **12 Secretariat Quarterly Review, Quarter 3, 2018-19 (Item 12)**

12.1 The Committee received the report of the Executive Director of Secretariat.

12.2 The Assistant Director, Scrutiny and Investigation, highlighted the scrutiny work that had been done on the delay to the opening of Crossrail, which had been covered by the Transport and the Budget and Performance Committees. She also mentioned the Black, Asian and Minority Ethnic (BAME) organ donation event hosted by the Health Committee and the Environment Committee report on aviation noise.

12.3 **Resolved:**

**That the core Secretariat review for the third quarter, of 2018-19 (October-December 2018), be noted.**

## **13 Work Programme for the GLA Oversight Committee (Item 13)**

13.1 The Committee received the report of the Executive Director of Secretariat.

13.2 **Resolved:**

**That the work programme for the remainder of 2018-19 be noted.**

## **14 Date of Next Meeting (Item 14)**

14.1 The next meeting of the Committee was scheduled to be held on 27 February 2019 at 10.00am in Committee Room 5.



## **15 Any Other Business the Chairman Considers Urgent (Item 15)**

15.1 In accordance with Section 1.10 of the Assembly's Standing Orders and section 100b(4) of the Local Government Act 1972, the Chairman agreed to take an item of urgent business on the grounds that it be considered at the earliest opportunity.

15.2 **Resolved:**

**That the Committee, under the provisions of Section 61(1)(b) of the Greater London Authority Act 1999 (as amended), require:**

- **Mike Brown MVO, Commissioner for Transport for London;**
- **Andy Brown, Head of Corporate Affairs, Transport for London;**
- **Howard Carter, General Counsel, Transport for London;**
- **Charles Ritchie, Legal Manager, Transport for London; and**
- **Alex Williams, Director of City Planning, Transport for London**

**Under Section 61(2)(a) of the Greater London Authority Act 1999 (as amended), to provide copies of:**

- **Any notes, text messages and/or social media messages sent or received in the time period 1 March 2018 to 25 January 2019 between the Garden Bridge Trust and/or the Trust's professional advisors and the aforementioned officers of Transport for London;**
- **The July 2018 letter from Mervyn Davies, trustee of the Garden Bridge Trust, sent to Andy Brown, Head of Corporate Affairs and referenced in the 26 July 2018 e-mail to Andy Brown from Jane Hywood, Finance Manager, Garden Bridge Trust; and**
- **The letter dated 14 September 2018 from Mervyn Davies, initially sent to Andy Williams, and also attached in an e-mail from Paul Morrell to Andy Brown of 28 September 2018.**

**The documents were to be provided no later than two weeks from the date of the notice requiring these documents.**

## 16 Close of Meeting

16.1 The meeting ended at 12.04 pm.

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Chairman

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Date

**Contact Officer:** Lorena Alcorta, Principal Committee Manager; Telephone: 020 7983 4425;  
Email: [lorena.alcorta@london.gov.uk](mailto:lorena.alcorta@london.gov.uk); Minicom: 020 7983 4458

**GLA Oversight Committee – Thursday 30 January 2019****Transcript of Item 5 – Question and Answer Session with Mayoral Directors**

**Susan Hall AM:** Good morning, gentlemen. Patrick, how would you describe your media strategy for promoting what the Mayor is doing for London and what do you see as the most important platform for promoting what the Mayor does?

**Patrick Hennessy (Mayoral Director of Communications):** Thank you very much indeed for giving me the opportunity, you and the Chairman, to come and answer these questions.

If I may say, the overall media strategy is to promote the Mayor's work, his key priorities, his main messaging, with as effective a communications strategy as we possibly can.

In terms of how this takes shape, we have a responsibility to make sure Londoners are kept informed and completely engaged with the work of the Mayor and the London Assembly. In terms of how the press team works and does this, it provides a key accountability service to Londoners via the media as well, answering their queries promptly and accurately, as well as correcting inaccuracies that might mislead them about the work of City Hall and the Assembly, and the proactive communications of the Mayor's key policies, priorities and services along the lines of his key priorities, which include crime, policing, transport, housing and air quality, which are also the issues that most preoccupy Londoners.

**Susan Hall AM:** Given that list, he seems - and I have said it before - to be completely obsessed with Brexit. We hear far more from him about Brexit than all of what you are saying are his key priorities. Is that your idea? Is it his obsession? Do you share the obsession?

**Patrick Hennessy (Mayoral Director of Communications):** I would not characterise it like that. The result of the Brexit referendum shortly after Sadiq [Khan, Mayor of London] came to office was quite unexpected and had a big impact on the city in terms of the future and the uncertainty that it gave to businesses. It was very important for the Mayor, who was elected on a platform of remaining [in the European Union], to explain his priorities and his views when it came to Brexit and its effect on London. It is a huge decision taken by the British people that will have a massive impact on Londoners going forward, and the Mayor's role in that is absolutely crucial.

**Susan Hall AM:** It was not unexpected by very many of us, clearly the majority of us, but I go back to the point. You say he keeps going on about his key policies, but my point is he does not; he keeps going on about Brexit. As I say, is that your desire for him to do that, to make sure that the public do not realise how he is failing so badly on his key priorities, or is it down to him that he keeps going on about Brexit?

**Patrick Hennessy (Mayoral Director of Communications):** I do not accept that he keeps going on about Brexit at the expense of his other key policies at all, and decisions about the interventions he makes and how he communicates are down to him.

**Keith Prince AM:** If I can take up a point in relation to what you have just said, part of your role is to correct inaccuracies and issues that are misleading. You will have read the article, I think in *The Guardian*, where the Mayor once again claimed that he had frozen fares for Londoners and that Londoners would pay no more this

year than they did last year. That he has frozen all Transport for London (TfL) fares is actually a lie, as you well know. Did you not have a hand in correcting that inaccuracy?

**Gareth Bacon AM (Chairman):** Could I just intervene on that, Assembly Member Prince? 'Lie' is quite a loaded word. 'Misleading', perhaps?

**Keith Prince AM:** I am not accusing anyone of lying. I am saying it is a lie. I am not saying anyone has lied. I am saying it is a lie that all the fares have been frozen.

**Gareth Bacon AM (Chairman):** OK. As Chairman, I am just offering that warning. It is entirely up to you how you phrase things.

**Keith Prince AM:** I appreciate that. Thank you. I am not accusing anyone of lying. I am just saying it is a lie.

**Patrick Hennessy (Mayoral Director of Communications):** Thanks for that question, Assembly Member Prince. I think the article you are referring to was in *The Independent*, not *The Guardian*. I did not have any role in that. That was a political intervention and, as such, that was overseen and delivered by the London Labour Party.

**Keith Prince AM:** If such a quote were to be used within your remit, would you correct that?

**Patrick Hennessy (Mayoral Director of Communications):** That is a hypothetical situation. I, and the press office, would seek to correct any inaccuracy that was in any media about the Mayor or the work of City Hall.

**Keith Prince AM:** You would accept that not all of TfL's fares have been frozen and that members of the public do pay more?

**Patrick Hennessy (Mayoral Director of Communications):** This is not a question covered by the scope of this, Chairman. This is a question on --

**Gareth Bacon AM (Chairman):** Yes. If we can keep questions related to the role of the Mayoral Directors, I can see what you are getting at but --

**Patrick Hennessy (Mayoral Director of Communications):** I did not have a role in that --

**Keith Prince AM:** He just said his role was to correct inaccuracies and misleading items.

**Patrick Hennessy (Mayoral Director of Communications):** As I said, I did not have a role in that --

**Keith Prince AM:** No, I appreciate that.

**Patrick Hennessy (Mayoral Director of Communications):** -- particular article that you are referring to in *The Independent* at all.

**Keith Prince AM:** I was just curious, if such an article would come under your remit, whether you would feel the need to correct it.

**Patrick Hennessy (Mayoral Director of Communications):** Well, it has not.

**Keith Prince AM:** I have gathered all the information I need to from your answer. Thank you. What are the strategic and day-to-day decision-making structures within the Mayor's office on communication, please?

**Patrick Hennessy (Mayoral Director of Communications):** In terms of strategy and day-to-day decision-making, I would describe my role as providing strategy, direction and oversight to the press office. That will take the form of face-to-face meetings, many of them, and other forms of communication. I work very closely with my fellow Mayoral Directors to make sure the Mayor's external digital stakeholder policy and international presswork is joined up and pursuing, as I have said, the Mayor's core objectives. I will sign off content going out in the Mayor's and Deputy Mayors' names, as well as mayoral spokesperson quotes, but I must emphasise that anything that goes out in his [the Mayor's] name is signed off ultimately by him. I will also sign off digital and marketing content to check it is appropriate for the Greater London Authority (GLA) and pursuing the Mayor's core objectives, although I am not actually the Director in charge of the digital output.

**Keith Prince AM:** Can I just pick you up on that? Can you just confirm what you said there? You are saying that anything that goes out in his name is signed off by him?

**Patrick Hennessy (Mayoral Director of Communications):** Yes, in his name.

**Keith Prince AM:** I think we have heard contrary to that in the past. That was interesting. Thank you very much.

**Tom Copley AM:** Just about Assembly Member Hall making this assertion about the amount of time the Mayor talks about Brexit. I have just gone back through the last six days of the Mayor's tweets because I got bored after six days. He has tweeted about Brexit four times and about housing and homelessness 14 times. Of 28 tweets, only four of them relate to Brexit. I just thought, as a point of information for the Committee, I do not think the Mayor is talking about Brexit all the time. In fact, he has mostly been tweeting online about cold-weather shelters.

**Jennette Arnold OBE AM:** That is very good as well, and relevant.

**Gareth Bacon AM (Chairman):** Thank you for that point of information. We are indebted to you for it. Assembly Member Hall?

**Susan Hall AM:** I am interested to hear that one of the Labour Assembly Members is bored by the Mayor's Twitter account.

**Tom Copley AM:** I am bored by Twitter in general, Susan.

**Susan Hall AM:** Aren't we all? Anyway, I will go back to you, Patrick. I am curious to see that, in answer to a written response from a Mayor's Question of mine asking to see his media grid for six months, I was told that there was no such document that existed. Do you not believe in media grids? Every media person I have ever come across with this sort of job has media grids.

**Patrick Hennessy (Mayoral Director of Communications):** Sure. What we will do is we will have a regular meeting daily where issues like this are discussed in terms of interventions and in terms of that day's announcements. It could be an announcement from the Government; it could be an announcement from here in terms of reactive quotes that will need to be got ready and prepared. That is a meeting that is attended by a variable cast of characters, but it would normally include Mayoral Directors, senior people in the press office, members of the digital team, etc. I would describe that as a planning meeting.

**Susan Hall AM:** Going forward, do you not have a grid of sorts? What would you call it? What would you call your forward plan for communication?

**Patrick Hennessy (Mayoral Director of Communications):** There are various communication plans that look forward over a period of days, for example.

**Susan Hall AM:** What would you call that?

**Patrick Hennessy (Mayoral Director of Communications):** I would call that a planning document.

**Susan Hall AM:** If I asked to see it, that is what I would refer to it as? Then I cannot be told you do not have one.

**Patrick Hennessy (Mayoral Director of Communications):** You can ask to see what you would like to ask to see.

**Susan Hall AM:** OK. That is great. Thank you. The Mayor has sometimes been criticised as being the 'selfie Mayor' because he constantly takes selfies. Is that part of your communication strategy?

**Patrick Hennessy (Mayoral Director of Communications):** Could I just say something about social media, really, as well as selfies? My entire career has been in news and media and it goes back rather a long time, longer than I care to remember. I have never known a media environment that is as rapidly changing as this one.

Social media is intensely important in terms of communication now. For example, I have some figures here that show this, really. They also show the big demand that has risen significantly for the press office and the entire operation around the GLA. In London, 84% of 18-24-year-olds, 62% of 25-to-34-year-olds, 53% of 34-to-40-year-olds and 31% of those older - and London is a young city, as you will be aware, with a younger-than-average age than is the case in the rest of the country - say that online media is now their main source of news. My children and people older than them no longer get their news from bits of paper. Online media and the rise of social media is massively important. No communications strategy or tactics can ignore it.

In terms of selfies, the Mayor gets invited to a lot of events and he does a lot of events. He turns up. He is a popular figure and people are going to ask him for selfies.

**Tom Copley AM:** They never asked Boris Johnson [MP, former Mayor of London], of course.

**Keith Prince AM:** Patrick, what advice do you give to the Mayor on how to respond when London is hit by a terrorist outrage or a tragedy?

**Patrick Hennessy (Mayoral Director of Communications):** That is a very good question. Thank you very much. This is absolutely key and, if I can say so at this stage, Assembly Member Prince, this is where our communications and media organisation is most tested in terms of a terrorist attack or a major emergency.

What happens there is that a key group is immediately convened which will include the Chief of Staff, the Chief Officer, the Mayoral Directors and senior officials on press communications as well as policy and other key areas. That is the hub where all the available information is brought in from the police, the emergency services, the first responders and everybody else. As that is happening, I will draw up a communications

strategy for the following hours, up to probably 24 hours in the first instance. Then I will discuss and advise the Mayor on that and we will go forward.

There are two things I would say about that. One is that in circumstances like that, it is absolutely vital that the Mayor puts out a message, first of all, of reassurance and, secondly, of information. How do people get around? What should they do? What is the latest information from the confirmed sources of the police and the emergency services? It is very important that in that situation we put out quick, accurate and reassuring statements. That is very important to the public.

It is also important that he then communicates with as large a number of media outlets as he possibly can, given his other priorities. That is a very key point. You would see then that he would do broadcast and media rounds very extensively. That would not be confined to the local media we deal with all the time but would include the national media that we deal with slightly less frequently but still very frequently and also the international media at that stage. You would see the CNN and the Associated Press (AP), for example, being part of that big media round because big international stories have big international repercussions.

The key thing is to get the information very quickly, be confident that what you are putting out is 100% accurate and reassuring, and spread it as widely as possible. That is something you learn only really with experience. The press office plays an absolutely key role in that. As we are all aware, there was a period throughout 2017 when London was hit by the disasters of Grenfell [Tower fire] and Sandilands [tram derailment] - although Sandilands was a bit before - and four terrorist attacks. The press office played an absolutely key role in that and I would like to pay tribute to them for their very hard work around the clock, keeping the Mayor advised, up-to-date, fully briefed, etc.

**Keith Prince AM:** Thank you. That was very helpful. I agree that it is very important that we get accurate, reassuring messages out as soon as possible to as many people as we possibly can. That was very helpful.

**Susan Hall AM:** Can you tell me what your key relationships within the GLA are and how you work with the Deputy Mayors and the Mayor's Office for Policing and Crime (MOPAC), for example, to feed into their communication decision process?

**Patrick Hennessy (Mayoral Director of Communications):** Yes, I can. Thank you, Assembly Member Hall, for focusing on that area. Inside the GLA, as well as obviously meeting with and briefing the Mayor, I meet with the Deputy Mayors and I meet with senior policy officials and the press team serving each of their areas on a biweekly basis. These meetings are very vital in making sure that we have a coherent media strategy in place for each of these policy areas and that key issues are flagged earlier on, for example.

The key thing is to join up the communications and to join up the communications with other GLA bodies and key partners. To that extent, I am also in very regular contact, both as part of a larger group and individually, with my opposite numbers in MOPAC, TfL, the London Legacy Development Corporation, the fire service, etc, as well as - if you would permit me to go slightly wider - my opposite numbers in key bodies outside such as the [City of London] Corporation, the Centre for London, business organisations such as London First, etc. That is a very key part of my job and I am very regularly in touch with them through meetings, through phone calls, etc.

**Susan Hall AM:** Do you have any issues with any of them if they want to put out something that does not quite fit into the mayoral view, etc, and can you give me any examples of that?

**Patrick Hennessy (Mayoral Director of Communications):** What we do is we will always try to come to a consensus. If you are looking in terms of the police, anything operationally that the police do or the police put out is a matter for them, but anything involving strategy or oversight we would see and would consult about in advance.

In terms of TfL, the Mayor is Chair of TfL and so the key announcements that TfL puts out and the information that it can spread through those announcements - I am particularly thinking of the Ultra Low Emission Zone (ULEZ), for example - is very much the focus of joint working. I have some information about the ULEZ, for example. It is very key to stress how we need to raise awareness in this and we will test awareness, both TfL and us. For example, following a renewed push on ULEZ communications with the deadline for the start of the ULEZ in the central section rapidly approaching on 8 April [2019], over two million people have now checked whether their vehicle will be subject to the charge using the TfL vehicle checker. That is something that is very important to us.

**Susan Hall AM:** Yes. I am glad you have brought up the ULEZ because I was going to bring it up. Are you not still very concerned that there are thousands out there that are unaware of it and are going to be blindsided by it?

**Patrick Hennessy (Mayoral Director of Communications):** No. I am confident. There always is a challenge in raising awareness of such a key policy. For example, if I can, we have already seen improvements from the last time we checked. From August to November 2018, there has been a rise in awareness of this. I have the exact figure here, but I cannot quite find it. I can let you have that later.

Two-and-a-half million registered Congestion Charge users are being contacted if their vehicles do not meet the ULEZ standards. TfL is contacting other drivers. More than 300 ULEZ warning signs, to get technical, are being installed across central London. Businesses are being made aware. There is a big campaign going on using social media, using the traditional media, using advertising across print, radio and online video. We are absolutely doing everything we can and pulling out all the stops to raise awareness on this.

I have found the stats now. Sorry for not having them earlier. In August 2018, awareness of this was at 50%. In November [2018] it was at 60% and we will shortly have another estimate on that, too, which we can share with you.

**Susan Hall AM:** If the estimate does not show much higher, what is your plan B?

**Patrick Hennessy (Mayoral Director of Communications):** That was between August and November [2018]. The plan B, if you like, which is part of the main plan, is the big new-year push, which is already underway. We have not seen the figure on that yet.

**Susan Hall AM:** I am being contacted by people who say that they have gone onto the checker and it says their vehicle is fine and then they have gone onto a different way of checking that says it is not fine. Have you found much in the way of issues with that checker?

**Patrick Hennessy (Mayoral Director of Communications):** I personally have not, but you would have to ask TfL about the technicalities of its checker. We can do what we can with the media to publicise it and to publicise the introduction of the ULEZ, as I said, through traditional media, through social media, and through visits by Sadiq [Khan, Mayor of London] where we take the media along. Everything in terms of the ULEZ we like to see through the fact that it is a public health problem, that the ULEZ is part of the solution, too.



**Susan Hall AM:** Can I respectfully suggest that you ask TfL about that? If there are problems with the vehicle checker, it is going to mean massive problems for the communications from the GLA. That is something that should be looked at, unless I happen to have just had the people who have had issues with checking their vehicle.

**Patrick Hennessy (Mayoral Director of Communications):** Of course, I will. Thanks for raising it. I will just say that I have not heard internally of any problems, but, yes, absolutely, we will check that out.

**Keith Prince AM:** Just on the ULEZ, if I can, you are quite right. I have seen a lot of the red signs that are stuck underneath the Congestion Charge signs. Actually, they are very good, except that all they say is, "ULEZ coming to you soon on 12 April", and there is no information. It might be helpful if perhaps there could be some direction, "For more information, visit TfL", or something. People will see the sign, but they will not understand what it is. They will not know what it means and that would be useful. It is good that you have the signs, but it would be even better if we could have something to point people where to go to check to see what it means or whether there are any ramifications.

**Patrick Hennessy (Mayoral Director of Communications):** I am very happy to take that up with TfL. One thing I also would point out is that there are - and I know there are because I have seen them - the more changeable digital signs on the sides of main roads. I am a user of the A3 and I see it on there. They may have slightly more information than the fixed signs that you are referring to.

**Keith Prince AM:** Most of those at the moment are saying that Rotherhithe Tunnel is closed. You are right. They have said it in the past but at the moment --

**Patrick Hennessy (Mayoral Director of Communications):** They are probably not saying that on the A3.

**Keith Prince AM:** -- they are being used for something more important at the moment around - that I have seen, anyway - north and south of the river.

**Patrick Hennessy (Mayoral Director of Communications):** These are all very good points and I am very happy to take them up with TfL.

**Gareth Bacon AM (Chairman):** Just on that last point from Assembly Member Prince, your role, as I understand it and from what you said today, is to oversee the Mayor's corporate output from this building. The line of questioning just now was about the operational output of the functional bodies and the ULEZ was given as an example.

How much interface do you have with things like that? Would it be reasonable for people to assume that you have had some oversight or knowledge of signs that are being put up to advertise the ULEZ or anything like that? It would be great if you could take stuff back if there are problems with that, but would you normally be expected to have been involved in that at some point and, if not, maybe should you? What are your thoughts?

**Patrick Hennessy (Mayoral Director of Communications):** No, it would be something I would be aware of. As I have said earlier, marketing and campaigning do not actually fall under me. They fall under the Director for External and International Affairs, and that also takes in proactive digital-only communications. If there is a digital communication that is tied in with a media story or a media event, something written by Sadiq [Khan] that we want to publicise, I oversee that, but I do not have direct responsibility in those areas.

**Gareth Bacon AM (Chairman):** Something like the signs on the approach to the boundary of the ULEZ would be a TfL operational thing rather than for you, but if you were driving along and spotted a sign that was

misleading or wrong, as Assembly Member Prince has just indicated, would it be then down to you to pick that up with TfL? How does that work?

**Patrick Hennessy (Mayoral Director of Communications):** I would pick it up with TfL, certainly. As I have said to Assembly Members Hall and Prince, I will make these points.

**Susan Hall AM:** Can you tell me what you are measured on during your annual appraisal with David Bellamy [Mayor's Chief of Staff]?

**Patrick Hennessy (Mayoral Director of Communications):** It is probably a question for him. Can I say what I would measure myself on?

**Susan Hall AM:** Is he your boss or is Sadiq Khan? Which one do you talk to the most? Who is your line manager, as it were?

**Patrick Hennessy (Mayoral Director of Communications):** David [Bellamy] is my line manager. I have regular meetings and chats with David, but my central role, if you like, is as Sadiq's [Khan] most senior communications advisor and his spokesperson.

**Susan Hall AM:** To go back to the question, then - and you can answer it in two - both what does David Bellamy measure you on and then what do you measure yourself on?

**Patrick Hennessy (Mayoral Director of Communications):** My principal accountabilities are stuff that we have covered before. I have to lead the development and implementation of the communications strategy. I provide advice to the Mayor, mayoral appointees and executive directors on media and communications policy. I lead the development and implementation of the GLA's media strategy to promote a positive image of the authority, with a wide range of media. I devise and help implement media campaigns, support policy issues, advise the Mayor, liaise with the Government and with London agencies, and lead on the development and implementation of media strategies for the press office.

A key one, which we have not mentioned before today, is to realise the benefits of London's diversity to promote and enable equality of opportunities and promote the diverse needs and aspirations of communities, which is a very key one and is something we give a lot of thought and a lot of time to: how we best engage community and diaspora media.

How would I judge my own deliverables, etc? My number-one priority is reaching Londoners of all ages and all backgrounds with City Hall's messages. A lot of work goes into how we target the various interventions and statements at various groups of Londoners and at various communities. For example, I have mentioned communities and diaspora media. We are very keen to reach local newspapers, whether it is in print or online. Research shows that Londoners have a high level of trust in local newspapers and local news organisations. In the wake of - dare I mention it - Brexit and maintaining foreign confidence in London, the engagement with international media is important.

One of the key deliverables for me is that I want the majority of Londoners to have seen or heard from the Mayor every month and I want that figure to meaningfully increase this year. It did in terms of December 2018 compared with December 2017.

**Gareth Bacon AM (Chairman):** On that, how do you measure that?

**Patrick Hennessy (Mayoral Director of Communications):** That is measured by regular polling and tracking that is done by the GLA Intelligence Unit.

**Gareth Bacon AM (Chairman):** Polling and tracking of what?

**Patrick Hennessy (Mayoral Director of Communications):** I can give you an example of how we track interventions. Picking one, for example, the Violence Reduction Unit (VRU), which was a very key piece of work and policy innovation, was launched on 19 September last year. We have tracked the coverage of it across a range of platforms, whether in print, online, etc, with a lot of numbers of unique daily browsers, readers, etc. On this particular example, there is pages of lists of the coverage and how many people it reached. It is very extensive. We will track these big announcements on the key policy areas to see how many people they are reaching through the media.

**Gareth Bacon AM (Chairman):** The GLA Intelligence Unit does regular polling of, presumably, the usual representative sample of 1,200 people - or whatever it is - on key messaging or on whether they have heard of the Mayor this month. How does that work?

**Patrick Hennessy (Mayoral Director of Communications):** It is a mixture.

**Gareth Bacon AM (Chairman):** How often do they do that?

**Patrick Hennessy (Mayoral Director of Communications):** I am not in charge of this operation, but obviously the information is useful. It is monthly and some questions quarterly, I believe, but, as I said, I am not in charge of it.

**Gareth Bacon AM (Chairman):** Is that a new innovation or has that been an existing practice for a while?

**Patrick Hennessy (Mayoral Director of Communications):** No, that is something that has happened for many years.

**Susan Hall AM:** Just briefly, do you know how much money is spent - obviously, because it is taxpayers' money - on tracking the popularity of the Mayor?

**Patrick Hennessy (Mayoral Director of Communications):** No, I do not.

**Susan Hall AM:** Could it be found out?

**Patrick Hennessy (Mayoral Director of Communications):** Yes, I will find out.

**Peter Whittle AM:** Good morning, Patrick. Do you go with the Mayor on his various trips to other countries that he has taken?

**Patrick Hennessy (Mayoral Director of Communications):** I have been once abroad with him, but not on others.

**Peter Whittle AM:** I see. Somebody goes and does his press for him wherever he is, in the [United] States or India or wherever?

**Patrick Hennessy (Mayoral Director of Communications):** In the States, it was me. In India, it was not.

**Peter Whittle AM:** Do you track his success there in terms of the amount of media hits he gets about it here or there?

**Patrick Hennessy (Mayoral Director of Communications):** Both.

**Peter Whittle AM:** Which one, therefore, would you say was, in terms of media hits, the most successful of his trips, then?

**Patrick Hennessy (Mayoral Director of Communications):** I do not have the exact number on hand, but I know that all his trips, which one should always remember are designed to bang the drum for London and see him acting as an ambassador for London at very uncertain times in the world, will involve bringing business representatives with him as part of the trip. I would say that they have all engendered a lot of positive coverage both here and where he has gone. He is accompanied on trips by representatives of our own media and that is another way - that is the main way - of spreading the message back here about him banging the drum for London.

**Peter Whittle AM:** Finally, just as a point of interest on that, you went to America with him. Is it the case that with the American media, you have to sell him to them? Do you have to say, "Hey, guess what? We have this guy here who is the Mayor of London. Go on, have him on", or do you find they are quite welcoming? Do they know who he is?

**Patrick Hennessy (Mayoral Director of Communications):** It is a mixture of both. He is a well-known figure around the world, as you will be aware. We take steps to publicise what he is and where he is going and what he is doing locally, but when we were in America he was on primetime American breakfast television and in numerous other interactions with the American media. They were pleased to have him on.

**Peter Whittle AM:** Thank you.

**Gareth Bacon AM (Chairman):** We are through with you now, Patrick. You can take a breath. Nick, it is your moment to shine. Probably the best way to start is for you to give an outline of what your role is as you interpret it.

**Nick Bowes (Mayoral Director of Policy):** Yes, sure. Just to echo what Patrick said at the beginning, thank you for inviting me here today to talk about my role and to ask questions and show an interest in the policy work that goes on in the Mayor's Office.

There are probably five main areas that I would touch on. The most important job is my role in helping to co-ordinate the policy work of the GLA and really support the Deputy Mayors in the delivery of their particular policy areas.

In addition to that, as per my job description, I act as an interface between the Mayor and the GLA's policy teams. I am a point of contact on policy across the organisation for those who want to bring things to the attention of the Mayor's Office or just discuss policy items in general.

Therefore, by working with the Deputy Mayors, I support the delivery of the Mayor's key policy aims and another area has been my work in helping to co-ordinate and lead on the delivery of the Mayor's strategies, both the statutory and the non-statutory strategies - that is always a mouthful - and then ensuring that the Mayor gets regular and robust policy advice and is adequately briefed on relevant policy issues as and when appropriate.

**Gareth Bacon AM (Chairman):** Thank you. How do you do that?

**Nick Bowes (Mayoral Director of Policy):** The latter or all of it?

**Gareth Bacon AM (Chairman):** The whole thing. If we go through it in turn, you co-ordinate policy and you support the Deputy Mayors. How does that work?

**Nick Bowes (Mayoral Director of Policy):** I meet all the Deputy Mayors on a rolling fortnightly one-to-one basis, and we will discuss pressing policy issues, issues that are in need of co-ordination across teams, anything that is arising, and delivery against the Mayor's policy aims.

Then there are a couple of areas where there is a lot of cross-team working. Air quality is probably quite a good example of that where one of the first things I did after May 2016 was to bring together all of the teams that have a stake in the air quality work, which is more than just the Environment team. It was the Transport team and the Health team. We had TfL in there. That group has continued to meet and has driven forward that work on air quality. Previously there was not always necessarily the same tendency to perhaps work together across teams. It is a natural tendency in an organisation sometimes to get siloed. It is partly human nature. It is my job to try to make sure that that does not happen. Air quality is a good example of where I have managed to bring the teams together.

Similarly, on the strategy work, I was given a very good piece of advice very early on and that was to make sure that the Mayor's statutory strategies are all singing from the same hymn sheet so that you do not get contradictions between them and so that there are some threads that run through them and also so that you get the chronology get right. We work up towards the London Plan and that work is in progress at the moment. The Housing, Transport and Environment Strategies are probably the key building blocks and so we were really keen to get those statutory strategies written, consulted on and approved by the Assembly early so that that work on the London Plan could progress. It was my job to make sure that they were not contradicting each other, that teams were talking to each other, that some of the key themes like Healthy Streets, Health in All Policies, and Good Growth were reflected across all of the Strategies.

**Gareth Bacon AM (Chairman):** On the strategic side and producing the strategies, that makes very good sense. What about the day-to-day role of strategic and operational decision-making within the Mayor's office? Both of the previous Mayors, I believe, had effectively a cabinet structure. The previous Mayor met his cabinet every Monday at 10.00am. The Directors, the Deputy Mayors, etc, would meet with the Mayor and they would have that function. Does that happen under this Mayor?

**Nick Bowes (Mayoral Director of Policy):** The main vehicle for that is the Corporate Investment Board (CIB), which meets every Monday morning, which is the formal approval mechanism for policy decisions and spend, and all of the statutory strategies went through that process for approval and also the consultation reports attached to those. That is the formal --

**Gareth Bacon AM (Chairman):** Who sits on that?

**Nick Bowes (Mayoral Director of Policy):** The Deputy Mayors and the Mayoral Directors. The Chief of Staff chairs it. There is also the executive team from City Hall and the Chief Officer.

**Gareth Bacon AM (Chairman):** The Mayor does not sit on it?

**Nick Bowes (Mayoral Director of Policy):** No.

**Gareth Bacon AM (Chairman):** All right. What is the interface between that Board, then, and the Mayor?

**Nick Bowes (Mayoral Director of Policy):** The Chief of Staff will provide the running interface between that and the Mayor.

**Gareth Bacon AM (Chairman):** Decisions are not reached collectively, then? What happens? Recommendations are made and the Mayor agrees or not?

**Nick Bowes (Mayoral Director of Policy):** On policy? There is not really a single route by which policy comes to the CIB because, as you can imagine, it depends what type of policy it is, how big it is and how many teams it cuts across. Work came out of the air quality team that I talked about a bit earlier, recommendations on things we could do around low-emission bus zones, the ULEZ, etc. Then they would go up to the Mayor for his approval, either via Deputy Mayor [for Environment and Energy Shirley] Rodrigues, who now chairs that group or via me.

**Gareth Bacon AM (Chairman):** How much interface do the Deputy Mayors have with the Mayor?

**Nick Bowes (Mayoral Director of Policy):** The Deputy Mayors meet with the Mayor on a regular basis.

**Gareth Bacon AM (Chairman):** How often is 'regular'?

**Nick Bowes (Mayoral Director of Policy):** On an individual basis, I do not know exactly how often, but they all have time on their own with him and then there is a collective meeting as well.

**Gareth Bacon AM (Chairman):** You do not know how frequently?

**Nick Bowes (Mayoral Director of Policy):** I could not say exactly, no.

**Gareth Bacon AM (Chairman):** When the Deputy Mayors are meeting with the Mayor, are you present in those meetings?

**Nick Bowes (Mayoral Director of Policy):** No.

**Gareth Bacon AM (Chairman):** They do those individually or do they do them with their senior officers?

**Nick Bowes (Mayoral Director of Policy):** No, they do them individually.

**Gareth Bacon AM (Chairman):** For your role, you have given me the description, some of which you were quoting from your job spec. What are your key deliverables, though? What are you being tasked with directly?

**Nick Bowes (Mayoral Director of Policy):** I touched on the Strategies earlier. Clearly, that is one of the main deliverables for the job. Linked to that is very much the co-ordination role in the Mayor's Office, stitching together different areas of policy to make sure that they are not contradicting and are joined up. There are a lot of instances where we have had to do that. Air quality I have talked about. We also have the work on the VRU, which is ongoing at the moment, with lots of stakeholders both outside and inside the building that we have to make sure are part of that partnership.

I can give an example of an area of policy that we have developed since we have been here on the back of a report done by the Assembly's Environment Committee on single-use plastics. We pulled together a team that

involved the Environment, Health and Planning teams because we were really keen to try to take forward some of that work around what we could do on reducing plastic use and delivering water fountains for the city so that people could fill up their water bottles.

**Gareth Bacon AM (Chairman):** We are deep into the third year of the administration. From your perspective, what has gone well?

**Nick Bowes (Mayoral Director of Policy):** I would like to say that the co-ordination has gone pretty well. City Hall is blessed with fantastic expertise in its policy teams. One of the things that really struck me early on was how lucky we are to have the people who work in the policy teams here. For many of them, it is more than a job; it is a vocation. They really love the areas that they work in. That contrasts with central Government, where you do not always get that same level of expertise. There is a stability in it, too. I was determined that we would really try to pull that together as much as we could, and I think I have done a pretty good job on that. The Strategies are a good illustration of that.

Also, there are a couple of other things perhaps worth touching on. The nimbleness of the organisation helped very much in a couple of areas. The Mayor decided that we would set up the Young Londoners Fund and we pulled together a team from across the building from Education, Young People, Social Policy and various other teams who managed and drove that forward. They actually started distributing the money in pretty good time from inception to getting the thing up and running, and also put in place really good mechanisms for learning from each of the rounds and the money going out, getting feedback from successful and unsuccessful bidders and other stakeholders on how we could refine it and make it better. Round two is due at some point this year and, hopefully, we will have learned from that and have been able to refine it and make it even better.

**Gareth Bacon AM (Chairman):** There is a flipside to the same question as the one I asked you. I know that hindsight is always 20/20, but if you could go back and restart the mayoral term, what would you do differently?

**Nick Bowes (Mayoral Director of Policy):** There are always things on a day-to-day basis that sometimes do not go quite as well as you would like them to do and you learn from those and you dust yourself down. One of the big challenges - although we did pretty well to cope with it - is that you can never control for events outside of what goes on in this building. Since May 2016, there have been a number of events out of our control, perhaps more in a condensed period of time than either of the previous Mayors had to deal with. How you cope with that and continue with business-as-usual is a real challenge.

It was a stretch. There was that period in early 2017 when there were regular events that can become all-consuming. If we had known in advance that it was going to be like that, then we probably would have thought much harder about how to make sure that day-to-day operations are as resourced as they need to be. We managed, but it was a stretch, but who could have foreseen that it was going to be like that in 2017? It was a set of circumstances that were beyond our control.

**Gareth Bacon AM (Chairman):** Have you made any changes to the way things function in light of that?

**Nick Bowes (Mayoral Director of Policy):** We did learn from it. One of the things was that I have a senior advisor who works with me now very closely and whom I did not have at that time. That just gives more bandwidth to be able to cope, particularly in those times when the pressure is on if events are out of our control. I did not have that at that time. You have to continue doing the day-to-day things that are really important as well as support the Mayor and the organisation in dealing with the aftermath of events beyond our control.

**Gareth Bacon AM (Chairman):** You talked earlier on about your role in policy co-ordination. What role do you have in policy formulation?

**Nick Bowes (Mayoral Director of Policy):** In terms of policy, I leave the Deputy Mayors very much to lead on their policy areas and they know their areas better than I do. They are closer to their teams. I gave you the example of how we responded after the report by the Environment Committee on single-use plastics. My job there was very much to take that forward and to pull together the teams within the building to support the formulation of a set of options for things that we could do. I very much try to facilitate the processes that will lead to policy suggestions and recommendations by the experts in the building who know better than me on a lot of the specific areas.

**Gareth Bacon AM (Chairman):** Just on that, that is an interesting area to think about. On that specific example you gave about the single-use plastics report from the Environment Committee, you spotted there was an opportunity there for a mayoral policy development piece of work to go on and then, in a directional way, suggested to the relevant departments that they should formulate something, or did they come to you? How did that work?

**Nick Bowes (Mayoral Director of Policy):** I try very hard to keep on top of the work that comes out of the Assembly and the reports that come out. On that particular one, it was exceptionally timely in terms of the report. It came out just as that issue exploded as an issue and everybody woke up to actually how important reducing single-use plastics is. I said to the relevant Deputy Mayors, "We need to take this work forward. Let us pull together a team inside the building of the officers who have expertise in this area and let us come forward with a set of options and proposals for the Mayor to decide on what to take forward".

**Gareth Bacon AM (Chairman):** Policy work is not static. Policy can get outdated very quickly and things move at a fast pace. It cannot just be down to you to spot policy opportunities and so I am interested in how the dynamic between you and the Deputy Mayors works because I imagine they will have their own ideas and it goes backwards and forwards. How does that work?

**Nick Bowes (Mayoral Director of Policy):** That is a really good point. At the formal regular meetings that I have with Deputy Mayors, which are fortnightly, that is the kind of thing that would come forward in those types of discussions. Deputy Mayors would bring to the discussion new and evolving policy areas. The other benefit of the way that we work upstairs is that the majority of the Deputy Mayors are sitting, broadly, in the same area as each other and also us in the Mayor's office. That interaction on an informal basis also just helps oil the wheels in terms of exchange of ideas. Yes, things do come bottom-up as well. It is definitely not just top-down driven. As I said before, the Deputy Mayors know their areas far better than I do.

**Gareth Bacon AM (Chairman):** What about your relationships with stakeholders outside this building, outside the GLA? What sort of relationships do you have and how do you facilitate those?

**Nick Bowes (Mayoral Director of Policy):** I have good relationships with some of the key organisations that you would expect like London Councils and the officers there and through some of the council leaders because of the particular areas that they lead on. I work closely with some of the key thinktanks like Centre for London and Centre for Cities, having conversations with them about work that they are doing or things that might be of interest in terms of new policy ideas and new areas of work. I work with other civil society groups, academics in London, London First, the London Cycling Campaign and Client Earth, to name a few.

We also have fairly good relationships with some of the other mayors outside of London. Some of that is personal relationships that I have. Then there are the relationships with the wider GLA family.



**Gareth Bacon AM (Chairman):** The one area you did not mention there was the Government. What are your relationships with the Government?

**Nick Bowes (Mayoral Director of Policy):** When the Mayor meets with Government Ministers, Secretaries of State, I am usually in attendance at the same time and in those meetings.

**Gareth Bacon AM (Chairman):** Do you meet officials? You are an official.

**Nick Bowes (Mayoral Director of Policy):** Government relations is actually not in my job description. It is in my colleague Jack Stenner's [Mayoral Director for Political and Public Affairs] job description. He leads on that area of work closely with our Government Affairs team.

There are occasions when I will be in meetings where it is with officers and Government officials and sometimes I have a relationship with Government officials and sometimes that is done officer-to-officer. Sometimes it is the Deputy Mayors who have that relationship. It is all co-ordinated through the Government Affairs team.

**Gareth Bacon AM (Chairman):** Policy formulation is critical and your relationship with the Government is absolutely critical as well. We are all realistic people and sometimes we will understand that there will be policy clashes and sometimes that is deliberate and sometimes it is not. However, in order to get things done, very often some kind of assimilation of policy is required, is it not? What sort of a role do you have with that with central Government?

**Nick Bowes (Mayoral Director of Policy):** Maybe I can illustrate it by talking about one particular example. In the first year, we did a lot of work jointly with London Councils and the Government around a package of devolution measures. I played quite a central role in that in terms of managing a particular relationship with an official within Treasury who was leading on it on their side of things, as well as individual officers talking to the various bits because it was across a number of different Government departments. I had a role at the centre of that, keeping the co-ordination of that with the officials within Treasury, and working really closely with London Councils. We got a fairly good package of devolution measures there.

**Gareth Bacon AM (Chairman):** That is probably enough from me for the moment. I have seen Assembly Member Arnold.

**Jennette Arnold OBE AM:** Yes, Chairman. Thank you very much. Good morning, gentlemen. I have a few questions for Nick. I am going back to policy and development and monitoring and its impact. You gave an example of the Young Londoners Fund, which for me, having seen the excitement and what many of my constituents are doing with that fund, I would say is an excellent example of how it fits into the Mayor's objective of an inclusive London for all.

When I met up recently with about 20 graduate fashion designers of black, Asian and minority ethnic (BAME) heritage, I was a bit put back by what they were telling me about their scepticism about the Mayor. They knew the Mayor was giving funding to the British Fashion Council in order to work with the London Fashion Week. They were very sceptical of this and said that it was money just being paid to buy seats at fashion shows for whoever because they could not see any changes in terms of expansion because, basically, this is an industry that is known to have problems about racism, sexism and all sorts of isms.

Therefore, they asked me if the Mayor's policy was to target it and the many young designers and creatives could in a sense be benefiting from this intervention. It would make sense, and that is how they saw it. I did not have an answer to them. How do you, as the Policy Director - because I would imagine that you were there at the start of this policy development - monitor that to ensure that this valuable resource from London

has been given and if it has been targeted? Would you not be concerned that it is those who have the most who are benefiting from this and those young children, who could do with the catwalk show, that there is absolutely no chance of them ever getting one?

**Nick Bowes (Mayoral Director of Policy):** Thank you for that. It is a really good question. I cannot say I know the exact details of what is funded and what the outputs are for that.

**Jennette Arnold OBE AM:** Do you know the amount of funding?

**Nick Bowes (Mayoral Director of Policy):** No, I am not a budget holder, and therefore I do not know. I can find out for you.

**Jennette Arnold OBE AM:** It is a great deal of money.

**Nick Bowes (Mayoral Director of Policy):** I can find out for you. It does predate us, in my understanding. It is quite a longstanding investment that has been made by City Hall into the fashion industry, but it is not the only intervention. If Deputy Mayor [for Culture and the Creative Industries Justine] Simons was here she would be able to list off a range of other interventions where we are trying to support young creatives by providing more affordable start-up space and explore on skills that would be very much targeted on those things you touch on. You are right to highlight the challenge around diversity and we are very alert to that. I can certainly get some more information to you, if that is helpful, on some of the other areas that we are active in this area.

**Jennette Arnold OBE AM:** Yes, because you must talk about the policy development and where you would expect the policy and what you would expect from the policy, would you not, or have you left this solely to the Deputy Mayor?

**Nick Bowes (Mayoral Director of Policy):** No. The Deputy Mayors do lead on the day-to-day areas of policy and policy delivery. I leave them to that; that is their job. I have a role in co-ordination; I have a role in making sure that where there are overlaps people are talking to each other. That is one of those areas, because support for the creative sector could be in terms of premises, it could be in terms of skills, it could be in terms of start-up. It is very much one of those areas where teams are working together.

**Jennette Arnold OBE AM:** If these young people were to ask the Mayor, his reply would be that our policy is focusing at the entry level. How can you stay with the entry level of any industry? Is there not development and growth? Does the Mayor have an ambition to see the catwalks representative of London, and if there are 50 designers there coming from London, at least 15% would be of BAME heritage? Does he not have this ambition?

**Nick Bowes (Mayoral Director of Policy):** Yes, I am sure he does.

**Jennette Arnold OBE AM:** Would he not have that thinking in developing policy?

**Nick Bowes (Mayoral Director of Policy):** I am sure he does but it is one for Deputy Mayor Simons and I am very happy to find out more information for you on what we are doing in that area. I think he would totally agree with you on that; of course he would do.

**Jennette Arnold OBE AM:** Nobody is monitoring. The Deputy Mayor could be left to tinker with the low end without anybody looking to see what the end goal could be after four years.

**Nick Bowes (Mayoral Director of Policy):** No, there is a full corporate monitoring process in place. The quarter 3 version of that is due very shortly. That is designed exactly to monitor spend and impact.

**Jennette Arnold OBE AM:** Do you see what I mean? If you talk about a good example of your policy direction or intervention, when you are challenged about one that clearly people who would look to and know of a Mayoral intervention linked to a policy about an inclusive London for all, they are sceptical and cannot see a future, is that not worrying?

**Nick Bowes (Mayoral Director of Policy):** It is but it is the first time I have heard of that. I will certainly take it back and talk to Deputy Mayor Simons.

**Jennette Arnold OBE AM:** I have raised it with officers.

**Sian Berry AM:** You talked earlier about paying close attention to the outputs from the Assembly. Are you the one who writes the responses to things like reports and motions or do you co-ordinate that? Does it run by you?

**Nick Bowes (Mayoral Director of Policy):** They are written by the policy teams in the building, but anything that comes back to the Committees in the name of the Mayor, and it usually is a letter, would come past me.

**Sian Berry AM:** Would you say the Assembly has had a good influence on the Mayor's policies so far?

**Nick Bowes (Mayoral Director of Policy):** Yes, I would.

**Jennette Arnold OBE AM:** He is hardly going to say no.

**Sian Berry AM:** He has the choice, if he would like to answer.

**Nick Bowes (Mayoral Director of Policy):** Policy is my thing and I am genuinely interested in the debate around policy and where new ideas come from and what drives them. We do not always agree. It would be somewhat of a strange world if we did. I think the function that the Assembly and the Assembly's Committees perform in that respect is really helpful. Similarly, I keep an eye on the Centre for London or what comes out of the Institute for Public Policy Research (IPPR) or comes out of the Centre for Cities and things like that because nobody has a monopoly on good ideas.

**Sian Berry AM:** Exactly. Part of our job is uncomfortable for you because we are holding the Mayor to account and measuring how well he is doing, but a large part of our work on the Committees is looking at problems that are faced by Londoners and what the solutions might be. We put forward things, hopefully, that the Mayor is not already looking at. Can you give any examples of where we have put something forwards and you have thought, "Yes, we need to do that"?

**Nick Bowes (Mayoral Director of Policy):** I touched on the report that came out on single-use plastics. That is probably the best example of where we have tried to --

**Sian Berry AM:** That is a good example but a bit of a no-brainer. Is there anything where you were surprised about something and thought, "Yes"?

**Nick Bowes (Mayoral Director of Policy):** I am trying to think back of a good example. I can go back and look through my notes because I tend to scribble a few notes down and then track that back through how things have fed into work that we do. I am very happy to come back to you on that with more information.

**Sian Berry AM:** I notice you watch Mayor's Question Time, more or less religiously. Do you ever go away at the end of the question time and think, "I want to follow that up with that Assembly Member"? I say that because I have six minutes, generally, to talk to the Mayor and quite often I have wanted to follow that up with the Mayor himself. He is quite generous offering his Deputy Mayors up for meetings, but often things are a little bit less formal than that and could be followed up by you. Do you ever think of doing that?

**Nick Bowes (Mayoral Director of Policy):** I have done on some occasions. I am very happy to. In fact, I will have a word with the Mayor and perhaps he could offer me up on occasions if that is helpful, too. I am very happy to meet with Assembly Members whenever they wish to talk to me about anything related to policy. I have done that already with some Assembly Members. I say it to officers in the building, to come and talk to me at my desk if it is something that is more informal, or I am happy to meet up and have a cup of coffee and talk about it in more detail.

**Sian Berry AM:** Great. Do you have regular meetings with the Chairs of our Committees?

**Nick Bowes (Mayoral Director of Policy):** No, I do not.

**Sian Berry AM:** Should you?

**Nick Bowes (Mayoral Director of Policy):** It is a good idea and I do not see why I should not. It is a good idea.

**Sian Berry AM:** You presumably meet Centre for London quite regularly.

**Nick Bowes (Mayoral Director of Policy):** Yes. It is a good idea and I will take that up. In an ideal world I would have a lot more time to get out of the building and talk to policy experts across the city, but such are the pressures, sometimes, of time it is never quite as easy as that. I will take you up on that offer.

**Susan Hall AM:** Nick, did you have anything to do with the policy to remove advertising for fat and sugar and all the rest of it on TfL?

**Nick Bowes (Mayoral Director of Policy):** I was involved in the meetings that my Mayoral Director [for External and International Affairs] colleague Leah Kreitzman convened, which involved TfL, health colleagues, transport colleagues, yes.

**Susan Hall AM:** Were all the consequences of that ban discussed before?

**Nick Bowes (Mayoral Director of Policy):** In terms of?

**Susan Hall AM:** In terms of charities not being able to do some of their advertisements because they contained cakes; the amount of advertisements that are having to be removed because in the background they have a chocolate bar and everything else; the continued expense of all these companies having to go through their advertisements; the fact that the advertisements now are going to be put on things like the Metro, etc, so they are going to be everywhere else and the money is not going to be spent at TfL; the fact that TfL's finances are in such a state, to remove that advertising revenue could have a massive knock-on effect. Were all these things discussed?

**Nick Bowes (Mayoral Director of Policy):** Because it is more of a marketing lead, it was led by my Mayoral Director colleague and they went into the process with their eyes open and fully aware of all of the factors.

**Susan Hall AM:** You are fully aware of the consequences of this ban?

**Nick Bowes (Mayoral Director of Policy):** You would need to ask my colleague who led on this area of work.

**Susan Hall AM:** Since you are the one in charge, do you think it was one of your better policies that came out of City Hall?

**Nick Bowes (Mayoral Director of Policy):** Ultimately the Mayor is the person who decides on whether he wants to go ahead with a particular policy and he decided that he did want to go ahead on this particular policy.

**Susan Hall AM:** All of the things that have happened were put to him before he agreed to go ahead with it?

**Nick Bowes (Mayoral Director of Policy):** I think he went into the decision fully with his eyes open.

**Susan Hall AM:** Did he? OK, that is fine. Thank you.

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**Subject: Summary List of Actions****Report to: GLA Oversight Committee****Report of: Executive Director of Secretariat****Date: 27 February 2019****This report will be considered in public****1. Summary**

- 1.1 This report updates the Committee on the progress made on actions arising from previous meetings of the GLA Oversight Committee.

**2. Recommendation**

- 2.1 **That the Committee notes the completed and outstanding actions arising from previous meetings of the GLA Oversight Committee.**

## Actions Arising from the Meeting held on 30 January 2019

Item	Topic	Action	Action By
5	<p><b>Question and Answer Session with Mayoral Directors</b></p> <p>During the course of the discussion Mr Patrick Hennessy undertook to:</p> <ul style="list-style-type: none"> <li>• Provide the most current estimate regarding public awareness of the new Ultra-Low Emissions Zone (ULEZ) charges;</li> <li>• Take up issues regarding the provision of further information on Transport for London (TfL) signage regarding the ULEZ charges with TfL;</li> <li>• Take up issues regarding the accuracy of the of the vehicle tracker function with TfL; and</li> <li>• Provide information regarding expenditure on tracking the popularity of the Mayor.</li> </ul> <p>During the course of the discussion Dr Nick Bowes undertook to:</p> <ul style="list-style-type: none"> <li>• Provide details regarding the amount of funding provided to the British Fashion Council;</li> <li>• Provide information regarding Mayoral support for fashion designers of Black and Ethnic Minority (BAME) heritage;</li> <li>• Provide examples of instances where London Assembly Committee recommendations have been taken up by the Mayor; and</li> <li>• Consider scheduling regular meetings with London Assembly Committee Chairs.</li> </ul>	<p>In progress. The information was requested on 11/2/19</p> <p>In progress. The information was requested on 11/2/19</p>	<p>Mayoral Director -Communications</p> <p>Mayoral Director-Policy</p>
Item	Topic	Action	Action By
7	<p><b>Proposed changes to the GLA establishment – Human Resources and Organisational Development Unit</b></p> <p>During the course of the discussion Members requested further information received regarding accepted practices in the GLA, with regards to the regrading of positions and subsequent backfilling.</p>	<p>In progress. The information was requested on 11/2/19</p>	<p>Chief Officer/Assistant Director HR &amp; OD</p> <p><i>Cont...</i></p>



Item	Topic	Action	Action By
15	<p><b>Any Other Business the Chairman Considers Urgent</b></p> <p>Under the provisions of Section 61(1)(b) of the Greater London Authority Act 1999 (as amended), the Committee summonsed documents from:</p> <ul style="list-style-type: none"> <li>• Mike Brown MVO, Commissioner for Transport for London;</li> <li>• Andy Brown, Head of Corporate Affairs, Transport for London;</li> <li>• Howard Carter, General Counsel, Transport for London;</li> <li>• Charles Ritchie, Legal Manager, Transport for London; and</li> <li>• Alex Williams, Director of City Planning, Transport for London</li> </ul> <p>Under Section 61(2)(a) of the Greater London Authority Act 1999 (as amended), the Committee requested the above to provide copies of:</p> <ul style="list-style-type: none"> <li>• Any notes, text messages and/or social media messages sent or received in the time period 1 March 2018 to 25 January 2019 between the Garden Bridge Trust and/or the Trust’s professional advisors and the afore mentioned officers of Transport for London;</li> <li>• The July 2018 letter from Mervyn Davies, trustee of the Garden Bridge Trust, sent to Andy Brown, Head of Corporate Affairs and referenced in the 26 July 2018 e-mail to Andy Brown from Jane Hywood, Finance Manager, Garden Bridge Trust; and</li> <li>• The letter dated 14 September 2018 from Mervyn Davies, initially sent to Andy Williams, and also attached in an e-mail from Paul Morrell to Andy Brown of 28 September 2018.</li> </ul>	<p><b>Complete. See Appendix 1 and 2.</b></p>	<p>Senior officers of Transport for London</p>

## Actions Arising from the Meeting held on 11 December 2018

Item	Topic	Action	Action By
6	<p><b>Proposed changes to the GLA establishment – Technology Group</b></p> <p>During the course of the discussion Members requested the following:</p> <ul style="list-style-type: none"> <li>• Circulation of a previous paper put to the Committee regarding the benefits of providing IT services in-house.</li> </ul> <p>The Chief Officer undertook to write to Members with details of who had been commissioned to provide the e-count service for the 2020 elections.</p>	<p>In progress.</p> <p>In progress. The information was requested on 27/12/08</p>	<p>Clerk</p> <p>Chief Officer</p>
Item	Topic	Action	Action By
7	<p><b>Proposed changes to the GLA establishment – Growth, Infrastructure and Connectivity Unit</b></p> <p>During the course of the discussion Members asked that a note be sent to the Members to provide reassurance that the unit would take account of previous scrutiny work that had been done by Assembly Committees in relation to co-ordination activities, specifically in relation to flooding that occurred in London boroughs in the spring of 2018.</p>	<p>Completed. Response at <b>Appendix 3.</b></p>	<p>Interim Assistant Director, Intelligence and Analysis</p>

## Actions Arising from the Meeting held on 17 October 2018

Item	Topic	Action	Action By
5	<p><b>Emergency Services Network Update</b></p> <p>The Chairman has written to the Programme Director, Emergency Services Mobile Communications Programme (ESMCP) requesting:</p> <ul style="list-style-type: none"> <li>• Details of the payback period for the new ESN;</li> <li>• Details of cost implications, including opportunity costs in addition to the £1.1 billion estimated cost of keeping Airwave operational until 2022; and</li> <li>• Whether the business plan includes any additional costs for particular emergency services.</li> </ul> <p>The Chairman will write to the Mayor regarding consideration of a suitable mechanism for oversight of the roll out of the ESN as a whole, rather than agency by agency.</p>	<p>In progress. Followed up 1/2/19</p> <p>In progress. Followed up 1/2/19</p>	<p>Programme Director ESMCP</p> <p>Mayor of London</p>

### 4. Legal Implications

4.1 The Committee has the power to do what is recommended in this report.

### 5. Financial Implications

5.1 There are no financial implications arising from this report.

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#### List of appendices to this report:

Appendix 1 – Correspondence from Commissioner, Transport for London

Appendix 2 – Summoned documents

Appendix 3 – Correspondence from the Interim Assistant Director, Intelligence and Analysis

#### Local Government (Access to Information) Act 1985

List of Background Papers: None

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**Transport for London**  
 Lorena Alcorta  
 Clerk to the GLA Oversight Committee



**Sent by email: [lorena.alcorta@london.gov.uk](mailto:lorena.alcorta@london.gov.uk)**

13 February 2019

Dear Lorena

**Mike Brown MVO**  
 Commissioner of Transport  
 Transport for London  
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**GLA Oversight Committee: Section 62 Notices Requiring Production of Documents dated 30 January 2019**

I write in response to the Section 62 Notice of the 30 January, sent to me under cover of a letter from Gareth Bacon of the same date. The Notice required the production of certain specified documents. Notices in similar terms were also sent to Andy Brown (Head of Corporate Affairs), Howard Carter (General Counsel), Charles Ritchie (Legal Manager) and Alex Williams (Director of City Planning). The enclosures to this letter are also sent on their behalf.

The Notice requested the following:

- Any notes, text messages and/or social media messages sent or received in the time period 1 March 2018 to 25 January 2019 between the Garden Bridge Trust and/or the Trust's professional advisors and the aforementioned officers of Transport for London;
- The July 2018 letter from Mervyn Davies, trustee of the Garden Bridge Trust, sent to Andy Brown, Head of Corporate Affairs and referenced in the 26 July 2018 e-mail to Andy Brown from Jane Hywood, Finance Manager, Garden Bridge Trust; and
- The letter dated 14 September 2018 from Mervyn Davies, initially sent to Andy Williams, and also attached in an e-mail from Paul Morrell to Andy Brown of 28 September 2018.

I enclose the following documents for your attention.

**Notes, Text Messages and/or Social Media Messages**

1. *Transcript of text messages between Mike Brown (Commissioner, TfL) and Mervyn Davies (Chair, Garden Bridge Trust).*
2. *Text messages between Andy Brown (Head of Corporate Affairs, TfL) and Paul Morrell (Deputy Chair, Garden Bridge Trust).*

3. *Working note of Garden Bridge underwriting claim (version 2.1, dated 19 February 2018).*

To the best of his recollection, a hard copy of this document was passed by Charles Ritchie to Paul Morrell and Bee Emmott of the Trust at a meeting on 7 March 2018. This document was a working summary of the evidence provided by the Trust in support of their claim against the £9million underwriting, with TfL, together with narrative as to whether the evidence was seen as sufficient, what further evidence might be required, etc.

4. *Working note of Garden Bridge underwriting claim (version 3.1, dated 19 March 2018).*

This document is an updated version of the previous document, emailed by Charles Ritchie to Bee Emmott of the Trust on 20 March 2018.

5. *Working note of Garden Bridge underwriting claim (version 4, dated 16 April 2018).*

This document is an updated version of the previous document, emailed by Charles Ritchie to Bee Emmott and Jim Campbell of the Trust on 23 April 2018.

We have no other text messages, and no social media messages. In respect of “notes”, we have interpreted this in line with its commonly understood meaning and we have not, therefore, included emails, letters other than those specified or documents provided by the Trust in support of their claim.

#### **26 July 2018 letter from Mervyn Davies**

6. *Please see enclosed.*

#### **14 September 2018 letter from Mervyn Davies**

7. *Please see enclosed.*

Please note that, as of today we have published large amounts of information in respect of the Trust’s claim against the £9million underwriting, including the breakdown of the claim and supporting evidence provided. This can be found at <https://tfl.gov.uk/corporate/publications-and-reports/template-footbridge>.

If there is anything else I can do to assist the Committee, please let me know.

Yours sincerely



**Mike Brown MVO**

**Text messages between Mike Brown (Commissioner, TfL) and Mervyn Davies (Chair, Garden Bridge Trust)**

**15 August 2018:**

MD (18.29): Mike, sorry to trouble u. Would it be possible to have quick chat tomorrow. Mervyn

MB: Of course – will try to work something out. Mike

**20 September 2018:**

MD (17.06): Garden Bridge. Close to final settlement now so we should maybe put a meeting in diary for 3 weeks or so. Regards Mervyn

MB (22.31): Will do so for sure! Thanks All Best Mike

**Text messages between Andy Brown (Head of Corporate Affairs, TfL) and Paul Morrell (Deputy Chair, Garden Bridge Trust)**

**19 January 2019:**

PM (20:26): Trustee call again on Monday. Can we catch up between 12 and 4pm tomorrow, or before 10am on Monday? Paul M

AB (20:31): Hi Paul – I have just landed back in the UK after a week in the Far East – so if I can find anything out before 10am on Monday I'll call you! Otherwise I may need to give you a ring later in the week I'm afraid.

**20 January 2019:**

PM (17:34): Thanks – best number is [REDACTED]

**22 January 2019:**

PM (12:38): Can we fix a time for a call? I have another chase from the JV – and we must surely be there by now?

**23 January 2019:**

AB (11:53): Hi Paul. I'm not ignoring you I promise. I'm pushing for progress as quickly as possible and am going to raise again with the necessary people in person tomorrow.

**24 January 2019:**

PM (11:19): The line on Monday's call was that we simply have to know where we are by the end of this week, to deal with multiple demands for payment. So is that likely?

AB (11:39): I will know more this afternoon, after a couple of meetings

AB (19:36): Hi Paul – I don't have radical news for you but if you wanted I could speak tomorrow on the phone, between about 10:30 and 13:00?

PM (21:53): I will call at 10.30.



## Garden Bridge Liabilities v2.1 – February 2018

### Contractors

#### **JTRB Communications Limited**

Provision of individual (Wendy Blair) under a consultancy agreement.

£500 plus VAT per day for stakeholder relations/management. Contract of 24.02.15 provided for termination on 2 weeks' written notice. Apparently terminated on 29 September 2017. Subsequent letter of 05.10.17 provided for ongoing consultation services (termination on 1 day's notice).

*Contract and subsequent letter provided, but no evidence to support claim for sums owed (e.g. invoices). NB – presumably these services were no longer required once project was terminated in mid-August? Why did they continue to pay for them? We would not want to pay for anything after the earliest possible termination date, i.e. 2 weeks after cancellation of project?*

*February update is that this is a provision (presumably the £12.6K in the schedule of liabilities), but no invoices provided as yet. They are “responsible for terminating any partnership agreements with third parties eg Oasis Academy and Citi Foundation.” Unclear what this means.*

*UPDATED STATUS – still insufficient evidence provided. Ongoing.*

#### **Monument Consultancy Limited**

Provision of project director (Tony Marley) under a consultancy services agreement.

£750 plus VAT per day. Contract provides for termination on 10 days' written notice. Letter of 18.08.17 terminated contract effective 31.08.17, but with provision to continue to call off further work on an ad hoc basis on the same rate. Confirmed in a subsequent letter of 28.11.17 (1 day's notice of termination required).

*Contract and subsequent letters provided, but no evidence to support claim for sums owed (e.g. invoices).*

*Stated to be a provision for “expected services in terminating third party accounts” (£50.0K) but no invoices as yet.*

*UPDATED STATUS – still insufficient evidence provided. Ongoing.*

#### **Kings College London**

Invoice dated 28.09.17 provided - £14,369.86 + VAT.

Relates to period 22.07.16 to 14.09.16.

*No explanation provided as to what the invoice is for other than “For professional services in connection with Redevelopment of land at Surrey Street.” Where is the legal commitment to pay this money? Is the amount reasonable?*

*Copy (unsigned) agreement between GBT and KCL provided. Under clause 7.5 “The Trust covenants with the College that on or before the date of this Deed it will pay the reasonable legal costs of the College in connection with the negotiation and completion of this Deed.” (The explanatory note says this was capped at £15K although this is not reflected in the agreement). The invoice from BLP (KCL’s solicitors) reflects this.*

*The explanatory note states that the invoice is considered reasonable.*

*UPDATED STATUS – Sufficient evidence provided (subject to seeing signed and dated copy of the agreement).*

### **Arup and Partners Ltd**

Provision of project management, cost management and multi-disciplinary design services.

Contract dated 31.05.16 provides for termination “at any time forthwith” by notice (clause 7.1). On termination, clause 7.3 provides for Arup to “take such steps as are reasonable to bring to an end the services under the Deed...”. Entitled to any instalments (and partial instalments) of the Fee and any amounts which have accrued prior to termination, plus two weeks’ worth of the Fee post-completion.

Exposure assessed as £55k. No evidence provided to support this (e.g. invoices and calculations).

*Stated to be a provision for “assistance/advice terminating the contract with the Joint Venture” but no invoices as yet.*

*UPDATED STATUS – still insufficient evidence provided. Ongoing.*

### **PWC**

Provision of “Project Foliage” services – wind down of Project leading to MVL (“Members’ Voluntary Liquidation.”

Engagement letter dated 09.08.17 (signed 24.08.17). It seems legitimate that advisory costs leading to orderly winding up of GBT should be covered. No invoices as yet.

*Invoices now provided for £15,717 + VAT. However, provision for £120,000 made.*

*UPDATED STATUS – still insufficient evidence provided. Ongoing.*

### **ITV**

Invoices provided for 10.05.17 and 25.08.17 – outstanding balance totalling £178,352.50.

Contract dated 07.03.16 between GBT, ITV London Properties Limited and ITV Services Limited to agree arrangements to protect ITV’s operations at ITV’s Premises during construction and operation of the Garden Bridge and to regulate GBT’s use of land in or adjacent to ITV’s property.

*Further explanation provided as to what the invoices are for. No detail. Is the amount reasonable and justified under the contract (presumably clause 13 "Costs")?*

*Some explanation given as to the costs, together with an assessment that the costs were reasonable*

*UPDATED STATUS – Ongoing. Revised lower invoice expected.*

### **London Borough of Camden**

Invoice provided for £57,500 – relating to professional charges since Jan 2015 in connection with the preparation a revision of S.106 agreement.

*Is there an agreement in place for GBT to meet these costs? Have GBT assessed these costs as reasonable and justified?*

*Costs deemed to be reasonable. Extract of clause 17.4 of Planning Performance Agreement given which sets out obligation to pay costs.*

*UPDATED STATUS – Still insufficient evidence provided. Need to see the actual Planning Performance Agreement. (NOTE – reference is to agreement with Lambeth – presumably an error)? Ongoing.*

### **City of Westminster**

Claim for legal costs for dealing with S.106 agreement (£32,274.00)? GBT appear to dispute the legal basis for these costs being payable, as the matter did not complete.

*UPDATED STATUS – unresolved – currently no claim against TfL. Ongoing.*

### **Bircham Dyson Bell**

Legal fees estimated at £17,000 for "resolving property termination administration".

*Have GBT assessed these costs as reasonable and justified? Are these costs incurred post-termination, and, if so, what is their justification (i.e. are they an inevitable consequence of termination, orderly winding up etc)?*

*Stated to be a provision – "They are inevitable consequence of termination and terminating agreements with third parties".*

*UPDATED STATUS – insufficient evidence provided. Ongoing.*

### **Parsons Brinkerhof – WSP**

Emails relating to liability of £22,479.97. No evidence provided to support this (e.g. terms of appointment or invoices).

*What do these costs relate to, and what period? Have GBT assessed these costs as reasonable and justified?*

*Explanation that WCC have outsourced the management and maintenance of their highways to a PB/WSP JV. As part of WCC's review of the planning and conditions submissions,*

*PB/WSP asked to review the highway proposals etc – and prior to doing so they required GBT to issue a PO for the work.*

*Costs relate to work carried out in 2015/16.*

*UPDATED STATUS – insufficient evidence provided – we should see (i) copy of this PO and (ii) evidence (eg agreement) with WCC that GBT would pay these costs. Ongoing.*

### **McFarlanes**

Legal fees estimated at £10,800.

*Have GBT assessed these costs as reasonable and justified? Are these costs incurred post-termination, and, if so, what is their justification (i.e. are they an inevitable consequence of termination, orderly winding up etc)?*

*Explanation that this is a provision – relating to advice on termination of the joint contract*

*UPDATED STATUS – insufficient evidence provided. Ongoing.*

## **Funders**

### **Leila Govi**

Proposed repayment of £15,000.

Letter from Lord Davies to Leila Govi dated 24.10.16 thanking her for her donation of £15,000, and stating that “In the unlikely event the Garden Bridge does not progress as planned, your donation will be returned to you in full.”

This follows a file note of a conversation between Bernadette O’Sullivan of the Trust and LG on 15.09.16, prior to LG making the donation – BO’S confirmed that the funds would be returned if the engraving of names on the Bridge did not take place.

*NB – was there any formal documentation around the donation?*

*No formal documentation. No evidence provided of payment received..*

*UPDATED STATUS – given the repayment commitment given prior to the donation, and the confirmation subsequently, there is a good case to say the Trust is legally obliged to repay the money.*

### **Lawrence Sword**

Proposed repayment of £2,200 bid for “breakfast on the bridge” auction lot.

*What was the nature of the Harrods Fundraising Gala? Did LS pay the money direct to the Trust or to some other party, e.g. Harrods? Has LS asked for his money back?*

*GBT in process of confirming that funds came directly to GBT and not to Harrods. LS not actually asked for his money back. No evidence of payment received.*

*UPDATED STATUS – It seems clear that – contractually – LS is entitled to his breakfast or his money back.*

### **Helen and Tim Throsby**

Proposed repayment of £21,000 bid for a bench at the Harrods Gala.

Letter from BO’S to H&TT of 26.09.16 – after receipt of donation – states that “in the unlikely event the Garden Bridge does not progress as planned, your donation will be returned to you in full.

An email requesting repayment of the donation was made by TT on 28.08.17.

*What was the nature of the Harrods Fundraising Gala? Did the Throsbys pay the money direct to the Trust or to some other party, e.g. Harrods?*

*Money paid direct to GBT. No evidence provided of payment received.*

*UPDATED STATUS –It seems clear that – contractually – the Throsbys are entitled to their money back.*

### **Ian and Carol Sellars**

Proposed repayment of £21,000 bid for a bench at the Harrods Gala.

Letter from BO'S to H&TT of 26.09.16 – after receipt of donation – states that “in the unlikely event the Garden Bridge does not progress as planned, your donation will be returned to you in full.

Various emails requesting repayment of the donation were made by IS from 30.08.18 to 28.10.18.

*What was the nature of the Harrods Fundraising Gala? Did the Sellars pay the money direct to the Trust or to some other party, e.g. Harrods?*

*Money paid direct to GBT. No evidence provided of payment received.*

*UPDATED STATUS – It seems clear that – contractually – the Sellars are entitled to their money back.*

### **Peggy Yeoh**

Proposed repayment of £17,000 bid for “the Garden Bridge Experience” at the Glitter in the Garden Gala on 01.03.16. Money paid direct to the Trust.

*What was the nature of the Glitter in the Garden Gala? Did PY request repayment?*

*No request for repayment made. No evidence provided of payment received.*

*UPDATED STATUS – It seems clear that – contractually – PY is entitled to her money back.*

### **Carolyn Townsend**

Proposed repayment of £17,000 bid for “the Garden Bridge Experience” at the Glitter in the Garden Gala on 01.03.16. Money paid direct to the Trust.

CT requested repayment in emails dated 23.09.17 and 05.11.17.

*What was the nature of the Glitter in the Garden Gala? This has been explained in a separate email. No evidence provided of payment received.*

*UPDATED STATUS – It seems clear that – contractually – CT is entitled to her money back.*

### **Barratt West/Tiffany & Co**

Proposed repayment of £17,000 bid for “the Garden Bridge Experience” at the Glitter in the Garden Gala on 01.03.16. Indirect evidence that the money was paid. Mention of Tiffany jewellery donated, but unclear of the relevance of this.

CT requested repayment in emails dated 14.08.17 and 15.08.17.

*What was the nature of the Glitter in the Garden Gala?*

*£17,000 paid by Tiffany & Co for various auction prizes. Evidence (screenshot) provided of payment on 30.03.16.*

*UPDATED STATUS – It seems clear that – contractually – T & Co are entitled to their money back.*

### **Glencore**

Proposed repayment of £375,000 donation.

Letter from Glencore dated 26.11.14 set out intention to donate £750,000, exclusively for the purchase of a copper-nickel alloy. Donation to be made on 01.08.15.

Further letter from Glencore dated 12.05.16 confirmed £750,000 donation (in two equal tranches) but on new terms – including:

“The Charity further undertakes and agrees to return our Donation to us in full...if any event...occurs...which in the reasonable opinion of Glencore will result in the...Project not going ahead”.

Glencore requested repayment on 03.05.17 and 06.07.17 (prior to GBT Board decision but after Mayor’s decision not to provide guarantees).

*Evidence provided that funds were paid (screenshot bank transfer) on 01.06.16.*

*UPDATED STATUS – It is clear that – contractually – Glencore is entitled to its money back.*

### **United Way Worldwide**

Proposed repayment of £103,679.77 donation (\$150,000).

Grant Agreement dated 31.08.16 (counter-signed 01.09.16). Under clause 5 “Any grant funds, and any income earned on those funds, that are not spent or committed for the purposes of this grant, must be returned to UWW.”

*Explanation states that funds were received 7 September 2016 (which year?) of £108,514.79 into GBT’s Sterling bank account. Interest earned of £167.17. How do these figures interact? Invoice provided for £4,139 + VAT which was paid. As this is an invoice from Groundwork London to GBT direct so unclear how this relates to the UWW Grant Agreement.*

*UPDATED STATUS – some more information required – e.g. evidence money was paid to GBT – and how the (Sterling) figure of £103,679.77 was calculated. What is the appropriate exchange rate? Is there any income earned on the donation to be repaid? However, in principle, it is clear that – contractually – UWW is entitled to its money back. Ongoing.*

### **Garfield Weston Foundation**

Proposed repayment of £2,000,000 donation.

Original grant letter of 01.06.16 was varied by letter of 24.06.16 to remove restrictions on spending the donation – i.e. to say that the donation (received 03.06.16) could be spent by GBT “on the basis that The Garden Bridge Trust has undertaken to repay the funds in full should the Bridge project not reach completion.”

No evidence provided that funds were received.

*UPDATED STATUS - Contractually, GWF entitled to its money back.*

### **Bloomberg Philanthropies**

Proposed repayment of £2,271,300 (out of £2,500,000 funds received to 31.07.17).

Grant agreement dated 01.05.16 for £3.2m in six instalments.

*Some more information required – e.g. evidence money was paid to GBT – and how the repayment amount was calculated. Where is the contractual obligation to repay the money? I could not find it.*

*Evidence provided of receipt of funds (screenshot of funds transfer) and expenditure of funds received.. Evidence provided of calculations of outstanding amounts owed.*

*UPDATED STATUS –evidence provided..*

### **Victor Lo (Hong Kong Friends)**

Proposed repayment of £500,000.

Letter from Mervyn Davies dated 09.09.16 and counter-signed 14.09.16 (before first of two instalments made) states “In the event the Garden Bridge Trust is not able to complete its project...you will be entitled to require us to repay to you the £1 million donation.”

Request made by VL for repayment in email of 17.08.17.

*Evidence (screenshots) provided that £499,988 was received.*

*UPDATED STATUS – It seems clear that – contractually – VL/HKF are entitled to their money back.*

### **Royal Mail Group**

Proposed repayment of £25,000.

Funding Agreement dated 10.09.15 for £25k donation in return for a bench. Clause 5.1 states “If the Project is cancelled or does not complete by the 31 December 2018, Garden Bridge Trust will notify Royal Mail immediately, return the Donation in full with 60 days of that notification and the Agreement will expire immediately.”

*Evidence (screenshot) provided that £25K paid 23.09.15.*

*UPDATED STATUS – It seems clear that – contractually – Royal Mail is entitled to their money back.*

### **Michael Gross (Euston Estates)**

Proposed repayment of £33,000 (amount paid out of £50,000 donation).

Letter from Lord Davies dated 18.11.15 (before payments made) and stating that “In the unlikely event the Garden Bridge does not progress as planned, your donation will be returned to you in full.”



*Evidence (screenshot) provided that £16.5K paid 24.12.15 and £16.5K paid 14.12.16*

*UPDATED STATUS – It seems clear that – contractually – Michael Gross is entitled to his money back.*

### **Susan Li/Roy Massey**

Proposed repayment of £10,000 bid for a bench at an auction.

Letter from BO'S (signed by Mervyn Davies 06.01.17) to SL and Roy Massey of 20.01.17 – prior to first instalment of £50,000 donation – states that “in the unlikely event the Garden Bridge does not progress as planned, your donation will be returned to you in full. No evidence of donors' signatures.

Repayment requested by email (15.11.17)

*What was the nature of the auction? Was the money paid direct to the Trust?*

*Evidence (screenshot) provided that £10K paid to GBT 14.03.17.*

*UPDATED STATUS – It seems clear that – contractually – SL and RM are entitled to their money back.*

### **Florence St George**

Proposed repayment of £10,000 bid for name engraving on a balustrade at Harrods auction.

Receipt dated 13.07.15 for £10,000.

Note of conversation between BO'S and FSG in June 2015 (prior to payment). “Bernadette confirmed that, as GBT were exchanging the funds for an engraving, the funds would be returned if the engraving was unable to be delivered.”

*No evidence yet of payment.*

*UPDATED STATUS – it seems clear that – contractually – FSG is entitled to her money back. Ongoing.*

### **Michael Burton**

Proposed repayment of £10,000 bid for balustrade engraving at Glitter in the Garden event.

File note of BO'S discussion with MB at event on 01.03.16 – confirming that the funds would be returned if the bridge was not able to be completed.

*Evidence (screenshot) provided that £10K paid 05.04.16.*

*UPDATED STATUS – It seems clear that – contractually – MB is entitled to his money back.*

### **Jennifer McSweeney**

Proposed repayment of £20,000 bid for balustrade engraving.

File note of BO'S phone discussion with JM on 01.04.16 – confirming that the funds would be returned if the bridge was not built and the names were not engraved.

Repayment requested by email (20.08.17)

*Evidence (screenshot) provided that £20K paid 24.05.16.*

*UPDATED STATUS – It seems clear that – contractually – JM is entitled to her money back.*

### **Jane and Roger Madelin**

Proposed repayment of £15,000 bid for balustrade engraving.

File note of BO'S discussion with JM at event on 01.03.16 – confirming that the funds would be returned if the bridge was not able to be completed.

*Evidence (screenshot) provided that £15K paid 02.06.16.*

*UPDATED STATUS – It seems clear that – contractually – JM and RM are entitled to their money back.*

### **Mayank Patel**

Proposed repayment of £15,000 bid for balustrade engraving.

File note of BO'S discussion with MP by phone on 15.06.16 – confirming that the funds would be returned if the bridge was not built and the names were not engraved.

Repayment requested by email (14.08.17)

*Evidence (screenshot) provided that £10K paid 21.06.16 and £5K paid 22.06.16.*

*UPDATED STATUS – It seems clear that – contractually – MP is entitled to his money back.*

### **Electra Toub**

Proposed repayment of £10,000 for balustrade engraving.

File note of BO'S discussion with ET at an event in June 2016 – confirming that the funds would be returned if they were unable to deliver the engravings.

Repayment requested by email (on or near 10.11.17).

*Evidence (screenshot) provided that £10K paid 22.07.16.*

*UPDATED STATUS – It seems clear that – contractually – ET is entitled to her money back.*

### **Wallpaper (Tony Chambers)**

Proposed repayment of £10,000.

File note of BO'S discussion with ET at Glitter in the Garden event on 1 March 2016 – confirming that the funds would be returned if the bridge was not completed.

Repayment requested by email (on or near 10.11.17).

*Evidence (screenshot) provided that £10K paid 01.09.16 UPDATED STATUS – slt seems clear that – contractually – TC is entitled to his money back.*

**Kai Yin Lo (Hong Kong Friends)**

See Victor Lo (Hong Kong Friends) – included there.

**Lisa West/Lance West**

Proposed repayment of £3,200 bid for “Table Tennis with Boris”.

Repayment requested e.g. in email of 06.12.17.

*Evidence (screenshot) provided of payment of £107,534.55 from Givergy Ltd to GBT on 31.03.16. Unclear how this relates to £3,200 repayment to LW/LW.*

*UPDATED STATUS – some more information required – e.g. evidence money was paid. However, in principle, it seems clear that – contractually – LW/LW are entitled to their money back. Ongoing*

**Draft – Charles Ritchie 19 February 2018**

## Garden Bridge Liabilities v3.1 – March 2018

### Contractors

#### **JTRB Communications Limited**

Provision of individual (Wendy Blair) under a consultancy agreement.

£500 plus VAT per day for stakeholder relations/management. Contract of 24.02.15 provided for termination on 2 weeks' written notice. Apparently terminated on 29 September 2017. Subsequent letter of 05.10.17 provided for ongoing consultation services (termination on 1 day's notice).

*Contract and subsequent letter provided, but no evidence to support claim for sums owed (e.g. invoices). NB – presumably these services were no longer required once project was terminated in mid-August? Why did they continue to pay for them? We would not want to pay for anything after the earliest possible termination date, i.e. 2 weeks after cancellation of project?*

*February update is that this is a provision (presumably the £12.6K in the schedule of liabilities), but no invoices provided as yet. They are “responsible for terminating any partnership agreements with third parties eg Oasis Academy and Citi Foundation.” Unclear what this means.*

*March update is that liability has been reduced to £4.9K. No invoices yet received by GBT.*

*UPDATED STATUS – still insufficient evidence provided. Ongoing.*

*REQUIRED – (1) final verification of invoice amount (presumably around £4.9K); (2) confirmation from Trustee that amount invoiced was properly incurred and is reasonable.*

#### **Monument Consultancy Limited**

Provision of project director (Tony Marley) under a consultancy services agreement.

£750 plus VAT per day. Contract provides for termination on 10 days' written notice. Letter of 18.08.17 terminated contract effective 31.08.17, but with provision to continue to call off further work on an ad hoc basis on the same rate. Confirmed in a subsequent letter of 28.11.17 (1 day's notice of termination required).

*Contract and subsequent letters provided, but no evidence to support claim for sums owed (e.g. invoices).*

*Stated to be a provision for “expected services in terminating third party accounts” (£50.0K) but no invoices as yet.*

*March update is that invoices have now been submitted to GBT.*

UPDATED STATUS – still insufficient evidence provided. Ongoing.

REQUIRED – (1) final verification of invoice amount; (2) confirmation from Trustee that amount invoiced was properly incurred and is reasonable.

### **Kings College London**

Invoice dated 28.09.17 provided - £14,369.86 + VAT.

Relates to period 22.07.16 to 14.09.16.

No explanation provided as to what the invoice is for other than “For professional services in connection with Redevelopment of land at Surrey Street.” Where is the legal commitment to pay this money? Is the amount reasonable?

Copy (unsigned) agreement between GBT and KCL provided. Under clause 7.5 “The Trust covenants with the College that on or before the date of this Deed it will pay the reasonable legal costs of the College in connection with the negotiation and completion of this Deed.” (The explanatory note says this was capped at £15K although this is not reflected in the agreement). The invoice from BLP (KCL’s solicitors) reflects this.

The explanatory note states that the invoice is considered reasonable.

March update is that engrossed copies of the agreement were prepared but the project was suspended before execution

UPDATED STATUS – ~~Insufficient evidence provided. (subject to seeing signed and dated copy of the agreement).~~ Unclear that there is a legal liability to pay.

REQUIRED – (1) evidence of a legal liability to pay in the absence of a signed agreement – e.g. legal opinion; (2) confirmation from Trustee that amount invoiced was properly incurred and is reasonable.

### **Arup and Partners Ltd**

Provision of project management, cost management and multi-disciplinary design services.

Contract dated 31.05.16 provides for termination “at any time forthwith” by notice (clause 7.1). On termination, clause 7.3 provides for Arup to “take such steps as are reasonable to bring to an end the services under the Deed...”. Entitled to any instalments (and partial instalments) of the Fee and any amounts which have accrued prior to termination, plus two weeks’ worth of the Fee post-completion.

Exposure assessed as £55k. No evidence provided to support this (e.g. invoices and calculations).

Stated to be a provision for “assistance/advice terminating the contract with the Joint Venture” but no invoices as yet.

March update – no invoices yet received by GBT.

UPDATED STATUS – still insufficient evidence provided. Ongoing.

REQUIRED – (1) final verification of invoice amount; (2) confirmation from Trustee that amount invoiced was properly incurred and is reasonable.

## **PWC**

Provision of “Project Foliage” services – wind down of Project leading to MVL (“Members’ Voluntary Liquidation.”

Engagement letter dated 09.08.17 (signed 24.08.17). It seems legitimate that advisory costs leading to orderly winding up of GBT should be covered. No invoices as yet.

Invoices now provided for £15,717 + VAT. However, provision for £120,000 made.

UPDATED STATUS – ~~still insufficient evidence provided.~~ Ongoing.

REQUIRED – (1) final verification of invoice amount; (2) confirmation from Trustee that amount invoiced was properly incurred and is reasonable.

## **ITV**

Invoices provided for 10.05.17 and 25.08.17 – outstanding balance totalling £178,352.50.

Contract dated 07.03.16 between GBT, ITV London Properties Limited and ITV Services Limited to agree arrangements to protect ITV’s operations at ITV’s Premises during construction and operation of the Garden Bridge and to regulate GBT’s use of land in or adjacent to ITV’s property.

Further explanation provided as to what the invoices are for. No detail. Is the amount reasonable and justified under the contract (presumably clause 13 “Costs”)?

Some explanation given as to the costs, together with an assessment that the costs were reasonable.

March update – details provided as to the contractual requirements to meet ITV’s costs for legal advisors, property surveyors, etc etc.

UPDATED STATUS – Ongoing. Revised lower invoice expected.

REQUIRED – (1) final verification of invoice amount; (2) confirmation from Trustee that amount invoiced was properly incurred and is reasonable.

## **London Borough of Camden**

Invoice provided for £57,500 – relating to professional charges since Jan 2015 in connection with the preparation a revision of S.106 agreement.

*Is there an agreement in place for GBT to meet these costs? Have GBT assessed these costs as reasonable and justified?*

*Costs deemed to be reasonable. Extract of clause 17.4 of Planning Performance Agreement given which sets out obligation to pay costs.*

*March update – explanation that agreement is with Lambeth (who contract out s.106 legal duties to Camden). Copy of Planning Performance Agreement between GBT and Lambeth provided (unsigned). This states – at clause 2.1 – “This PPA does not constitute a legally binding contract...Rather, it is a memorandum of understanding between the Council and the Applicant.” However, clause 17.2 sets out a process for Lambeth to submit invoices to GBT’s Project Manager at the end of each month for approval – but there is no contractual obligation to actually pay.*

*UPDATED STATUS – Still insufficient evidence provided. Need to see the actual Planning Performance Agreement. (NOTE – reference is to agreement with Lambeth – presumably an error)? Ongoing.*

*REQUIRED – (1) justification as to why TfL should pay when there is no contractual obligation to do so; (2) confirmation from Trustee that amount invoiced was properly incurred and is reasonable.*

## **City of Westminster**

Claim for legal costs for dealing with S.106 agreement (£32,274.00)? GBT appear to dispute the legal basis for these costs being payable, as the matter did not complete.

*UPDATED STATUS – unresolved – currently no claim against TfL. Ongoing.*

*REQUIRED – dependent on whether GBT intend to pay and then recover from TfL.*

## **Bircham Dyson Bell**

Legal fees estimated at £17,000 for “resolving property termination administration”.

*Have GBT assessed these costs as reasonable and justified? Are these costs incurred post-termination, and, if so, what is their justification (i.e. are they an inevitable consequence of termination, orderly winding up etc)?*

*Stated to be a provision – “They are inevitable consequence of termination and terminating agreements with third parties”.*

*March update – GBT has received invoices totalling £4,304.70 + VAT.*

UPDATED STATUS – ~~insufficient evidence provided~~ – Ongoing.

REQUIRED – (1) final verification of invoice amount; (2) confirmation from Trustee that amount invoiced was properly incurred and is reasonable.

### **Parsons Brinkerhof – WSP**

Emails relating to liability of £22,479.97. No evidence provided to support this (e.g. terms of appointment or invoices).

*What do these costs relate to, and what period? Have GBT assessed these costs as reasonable and justified?*

*Explanation that WCC have outsourced the management and maintenance of their highways to a PB/WSP JV. As part of WCC's review of the planning and conditions submissions, PB/WSP asked to review the highway proposals etc – and prior to doing so they required GBT to issue a PO for the work.*

Costs relate to work carried out in 2015/16.

March update – Copy of PO for £10,652.81 (inc. VAT) addressed to City of Westminster – not to WSP - in respect of WSP costs for June 2016. So, this appears to be a liability to Westminster. -Unclear if this is a different workstream to the Westminster workstream identified above (which is disputed). Email chain previously provided states that PO would not be increased, but the invoice would be authorised.

UPDATED STATUS – insufficient evidence provided – we should see (i) copy of this PO and (ii) evidence (eg agreement) with WCC that GBT) would pay these costs. Ongoing.

REQUIRED – (1) further clarification as set out above; (2) confirmation from Trustee that amount invoiced was properly incurred and is reasonable.

### **McFarlanes**

Legal fees estimated at £10,800.

*Have GBT assessed these costs as reasonable and justified? Are these costs incurred post-termination, and, if so, what is their justification (i.e. are they an inevitable consequence of termination, orderly winding up etc)?*

*Explanation that this is a provision – relating to advice on termination of the joint contract*

UPDATED STATUS – insufficient evidence provided. Ongoing.

REQUIRED – (1) final verification of invoice amount; (2) confirmation from Trustee that amount invoiced was properly incurred and is reasonable.



## Funders

### **Leila Govi**

Proposed repayment of £15,000.

Letter from Lord Davies to Leila Govi dated 24.10.16 thanking her for her donation of £15,000, and stating that “In the unlikely event the Garden Bridge does not progress as planned, your donation will be returned to you in full.”

This follows a file note of a conversation between Bernadette O’Sullivan of the Trust and LG on 15.09.16, prior to LG making the donation – BO’S confirmed that the funds would be returned if the engraving of names on the Bridge did not take place.

*NB – was there any formal documentation around the donation?*

*No formal documentation. No evidence provided of payment received..*

*UPDATED STATUS – given the repayment commitment given prior to the donation, and the confirmation subsequently, there is a good case to say the Trust is legally obliged to repay the money.*

### **Lawrence Sword**

Proposed repayment of £2,200 bid for “breakfast on the bridge” auction lot.

*What was the nature of the Harrods Fundraising Gala? Did LS pay the money direct to the Trust or to some other party, e.g. Harrods? Has LS asked for his money back?*

*GBT in process of confirming that funds came directly to GBT and not to Harrods. LS not actually asked for his money back. No evidence of payment received.*

*March update – LS paid £7,200 to GBT, of which £2,200 relates to the breakfast.*

*UPDATED STATUS – It seems clear that – contractually – LS is entitled to his breakfast or his money back.*

### **Helen and Tim Throsby**

Proposed repayment of £21,000 bid for a bench at the Harrods Gala.

Letter from BO’S to H&TT of 26.09.16 – after receipt of donation – states that “in the unlikely event the Garden Bridge does not progress as planned, your donation will be returned to you in full.

An email requesting repayment of the donation was made by TT on 28.08.17.

*What was the nature of the Harrods Fundraising Gala? Did the Throsbys pay the money direct to the Trust or to some other party, e.g. Harrods?*

*Money paid direct to GBT. No evidence provided of payment received.*

*UPDATED STATUS – It seems clear that – contractually – the Throsbys are entitled to their money back.*

### **Ian and Carol Sellars**

Proposed repayment of £21,000 bid for a bench at the Harrods Gala.

Letter from BO'S to H&TT of 26.09.16 – after receipt of donation – states that “in the unlikely event the Garden Bridge does not progress as planned, your donation will be returned to you in full.

Various emails requesting repayment of the donation were made by IS from 30.08.18 to 28.10.18.

*What was the nature of the Harrods Fundraising Gala? Did the Sellars pay the money direct to the Trust or to some other party, e.g. Harrods?*

*Money paid direct to GBT. No evidence provided of payment received.*

*UPDATED STATUS – It seems clear that – contractually – the Sellars are entitled to their money back.*

### **Peggy Yeoh**

Proposed repayment of £17,000 bid for “the Garden Bridge Experience” at the Glitter in the Garden Gala on 01.03.16. Money paid direct to the Trust.

*What was the nature of the Glitter in the Garden Gala? Did PY request repayment?*

*No request for repayment made. No evidence provided of payment received.*

*UPDATED STATUS – It seems clear that – contractually – PY is entitled to her money back.*

### **Carolyn Townsend**

Proposed repayment of £17,000 bid for “the Garden Bridge Experience” at the Glitter in the Garden Gala on 01.03.16. Money paid direct to the Trust.

CT requested repayment in emails dated 23.09.17 and 05.11.17.

*What was the nature of the Glitter in the Garden Gala? This has been explained in a separate email. No evidence provided of payment received.*

*UPDATED STATUS – It seems clear that – contractually – CT is entitled to her money back.*

### **Barratt West/Tiffany & Co**

Proposed repayment of £17,000 bid for “the Garden Bridge Experience” at the Glitter in the Garden Gala on 01.03.16. Indirect evidence that the money was paid. Mention of Tiffany jewellery donated, but unclear of the relevance of this.

CT requested repayment in emails dated 14.08.17 and 15.08.17.

*What was the nature of the Glitter in the Garden Gala?*

£17,000 paid by Tiffany & Co for various auction prizes. Evidence (screenshot) provided of payment on 30.03.16.

*UPDATED STATUS – It seems clear that – contractually – T & Co are entitled to their money back.*

### **Glencore**

Proposed repayment of £375,000 donation.

Letter from Glencore dated 26.11.14 set out intention to donate £750,000, exclusively for the purchase of a copper-nickel alloy. Donation to be made on 01.08.15.

Further letter from Glencore dated 12.05.16 confirmed £750,000 donation (in two equal tranches) but on new terms – including:

“The Charity further undertakes and agrees to return our Donation to us in full...if any event...occurs...which in the reasonable opinion of Glencore will result in the...Project not going ahead”.

Glencore requested repayment on 03.05.17 and 06.07.17 (prior to GBT Board decision but after Mayor’s decision not to provide guarantees).

*Evidence provided that funds were paid (screenshot bank transfer) on 01.06.16.*

*UPDATED STATUS – It is clear that – contractually – Glencore is entitled to its money back.*

### **United Way Worldwide**

Proposed repayment of £103,679.77 donation (\$150,000).

Grant Agreement dated 31.08.16 (counter-signed 01.09.16). Under clause 5 “Any grant funds, and any income earned on those funds, that are not spent or committed for the purposes of this grant, must be returned to UWW.”

*Explanation states that funds were received 7 September 2016 (which year?) of £108,514.79 into GBT’s Sterling bank account. Interest earned of £167.17. How do these figures interact? Invoice provided for £4,139 + VAT which was paid. As this is an invoice from Groundwork London to GBT direct so unclear how this relates to the UWW Grant Agreement.*

*March update – interest earned and therefore increase in liability to be updated.*

*~~UPDATED STATUS – some more information required – e.g. evidence money was paid to GBT – and how the (Sterling) figure of £103,679.77 was calculated. What is the appropriate exchange rate? Is there any income earned on the donation to be repaid? However, in principle, it is clear that – contractually – UWW is entitled to its money back. Ongoing.~~*

*REQUIRED – (1) final verification of amount owed.*

### **Garfield Weston Foundation**

Proposed repayment of £2,000,000 donation.

Original grant letter of 01.06.16 was varied by letter of 24.06.16 to remove restrictions on spending the donation – i.e. to say that the donation (received 03.06.16) could be spent by GBT “on the basis that The Garden Bridge Trust has undertaken to repay the funds in full should the Bridge project not reach completion.”

No evidence provided that funds were received.

*UPDATED STATUS - Contractually, GWF entitled to its money back.*

### **Bloomberg Philanthropies**

Proposed repayment of £2,271,300 (out of £2,500,000 funds received to 31.07.17).

Grant agreement dated 01.05.16 for £3.2m in six instalments.

*Some more information required – e.g. evidence money was paid to GBT – and how the repayment amount was calculated. Where is the contractual obligation to repay the money? I could not find it.*

*Evidence provided of receipt of funds (screenshot of funds transfer) and expenditure of funds received.. Evidence provided of calculations of outstanding amounts owed.*

*UPDATED STATUS –evidence provided..*

### **Victor Lo (Hong Kong Friends)**

Proposed repayment of £500,000.

Letter from Mervyn Davies dated 09.09.16 and counter-signed 14.09.16 (before first of two instalments made) states “In the event the Garden Bridge Trust is not able to complete its project...you will be entitled to require us to repay to you the £1 million donation.”

Request made by VL for repayment in email of 17.08.17.

*Evidence (screenshots) provided that £499,988 was received.*

*UPDATED STATUS – It seems clear that – contractually – VL/HKF are entitled to their money back.*

### **Royal Mail Group**

Proposed repayment of £25,000.

Funding Agreement dated 10.09.15 for £25k donation in return for a bench. Clause 5.1 states “If the Project is cancelled or does not complete by the 31 December 2018, Garden Bridge Trust will notify Royal Mail immediately, return the Donation in full with 60 days of that notification and the Agreement will expire immediately.”

*Evidence (screenshot) provided that £25K paid 23.09.15.*

*UPDATED STATUS – It seems clear that – contractually – Royal Mail is entitled to their money back.*

### **Michael Gross (Euston Estates)**

Proposed repayment of £33,000 (amount paid out of £50,000 donation).

Letter from Lord Davies dated 18.11.15 (before payments made) and stating that “In the unlikely event the Garden Bridge does not progress as planned, your donation will be returned to you in full.”

*Evidence (screenshot) provided that £16.5K paid 24.12.15 and £16.5K paid 14.12.16*

*UPDATED STATUS – It seems clear that – contractually – Michael Gross is entitled to his money back.*

### **Susan Li/Roy Massey**

Proposed repayment of £10,000 bid for a bench at an auction.

Letter from BO’S (signed by Mervyn Davies 06.01.17) to SL and Roy Massey of 20.01.17 – prior to first instalment of £50,000 donation – states that “in the unlikely event the Garden Bridge does not progress as planned, your donation will be returned to you in full. No evidence of donors’ signatures.

Repayment requested by email (15.11.17)

*What was the nature of the auction? Was the money paid direct to the Trust?*

*Evidence (screenshot) provided that £10K paid to GBT 14.03.17.*

*UPDATED STATUS – It seems clear that – contractually – SL and RM are entitled to their money back.*

### **Florence St George**

Proposed repayment of £10,000 bid for name engraving on a balustrade at Harrods auction.

Receipt dated 13.07.15 for £10,000.

Note of conversation between BO’S and FSG in June 2015 (prior to payment). “Bernadette confirmed that, as GBT were exchanging the funds for an engraving, the funds would be returned if the engraving was unable to be delivered.”

*No evidence yet of payment.*

*UPDATED STATUS – it seems clear that – contractually – FSG is entitled to her money back. Ongoing.*

### **Michael Burton**

Proposed repayment of £10,000 bid for balustrade engraving at Glitter in the Garden event.

File note of BO’S discussion with MB at event on 01.03.16 – confirming that the funds would be returned if the bridge was not able to be completed.

*Evidence (screenshot) provided that £10K paid 05.04.16.*

*UPDATED STATUS – It seems clear that – contractually – MB is entitled to his money back.*

### **Jennifer McSweeney**

Proposed repayment of £20,000 bid for balustrade engraving.

File note of BO'S phone discussion with JM on 01.04.16 – confirming that the funds would be returned if the bridge was not built and the names were not engraved.

Repayment requested by email (20.08.17)

*Evidence (screenshot) provided that £20K paid 24.05.16.*

*UPDATED STATUS – It seems clear that – contractually – JM is entitled to her money back.*

### **Jane and Roger Madelin**

Proposed repayment of £15,000 bid for balustrade engraving.

File note of BO'S discussion with JM at event on 01.03.16 – confirming that the funds would be returned if the bridge was not able to be completed.

*Evidence (screenshot) provided that £15K paid 02.06.16.*

*UPDATED STATUS – It seems clear that – contractually – JM and RM are entitled to their money back.*

### **Mayank Patel**

Proposed repayment of £15,000 bid for balustrade engraving.

File note of BO'S discussion with MP by phone on 15.06.16 – confirming that the funds would be returned if the bridge was not built and the names were not engraved.

Repayment requested by email (14.08.17)

*Evidence (screenshot) provided that £10K paid 21.06.16 and £5K paid 22.06.16.*

*UPDATED STATUS – It seems clear that – contractually – MP is entitled to his money back.*

### **Electra Toub**

Proposed repayment of £10,000 for balustrade engraving.

File note of BO'S discussion with ET at an event in June 2016 – confirming that the funds would be returned if they were unable to deliver the engravings.

Repayment requested by email (on or near 10.11.17).

*Evidence (screenshot) provided that £10K paid 22.07.16.*

*UPDATED STATUS – It seems clear that – contractually – ET is entitled to her money back.*

### Wallpaper (Tony Chambers)

Proposed repayment of £10,000.

File note of BO'S discussion with ET at Glitter in the Garden event on 1 March 2016 – confirming that the funds would be returned if the bridge was not completed.

Repayment requested by email (on or near 10.11.17).

Evidence (screenshot) provided that £10K paid 01.09.16 UPDATED STATUS – ~~is~~ it seems clear that – contractually – TC is entitled to his money back.

### Kai Yin Lo (Hong Kong Friends)

See Victor Lo (Hong Kong Friends) – included there.

### Lisa West/Lance West

Proposed repayment of £3,200 bid for “Table Tennis with Boris”.

Repayment requested e.g. in email of 06.12.17.

Evidence (screenshot) provided of payment of £107,534.55 from Givergy Ltd to GBT on 31.03.16. Unclear how this relates to £3,200 repayment to LW/LW.

UPDATED STATUS – ~~some more information required – e.g. evidence money was paid. However, in In principle, it~~ it seems clear that – contractually – LW/LW are entitled to their money back. ~~Ongoing~~

### Petr Aven

£800,000 received by 31 July 2017 (first of five £800k donations, to total £4m).

Donation restricted to the construction of Garden Number 13 and if the funds cannot be used for that restricted purpose they will need to be returned, unless agreed otherwise.

Letter of 22 January 2016 from B O'S to PA provided – signed by Mervyn Davies and PA. Refers to “offering to support Garden Bridge Trust by contributing to the creation of Garden Number 13...of the Garden Bridge.”

STATUS – although the letter agreement does not state this explicitly, it is implicit in the wording that the donation is for a specific purpose and therefore is contractually repayable if the purpose is not achieved (as is the case).

Draft – Charles Ritchie 19 February-March 2018

## Garden Bridge Liabilities v4 – April 2018

### Contractors

#### **JTRB Communications Limited**

Provision of individual (Wendy Blair) under a consultancy agreement.

£500 plus VAT per day for stakeholder relations/management. Contract of 24.02.15 provided for termination on 2 weeks' written notice. Apparently terminated on 29 September 2017. Subsequent letter of 05.10.17 provided for ongoing consultation services (termination on 1 day's notice).

*Contract and subsequent letter provided, but no evidence to support claim for sums owed (e.g. invoices). NB – presumably these services were no longer required once project was terminated in mid-August? Why did they continue to pay for them? We would not want to pay for anything after the earliest possible termination date, i.e. 2 weeks after cancellation of project?*

*February update is that this is a provision (presumably the £12.6K in the schedule of liabilities), but no invoices provided as yet. They are “responsible for terminating any partnership agreements with third parties eg Oasis Academy and Citi Foundation.” Unclear what this means.*

*March update is that liability has been reduced to £4.9K. No invoices yet received by GBT.*

*UPDATED STATUS – still insufficient evidence provided. Ongoing.*

*REQUIRED – (1) final verification of invoice amount (presumably around £4.9K); (2) confirmation from Trustee that amount invoiced was properly incurred and is reasonable.*

#### **Monument Consultancy Limited**

Provision of project director (Tony Marley) under a consultancy services agreement.

£750 plus VAT per day. Contract provides for termination on 10 days' written notice. Letter of 18.08.17 terminated contract effective 31.08.17, but with provision to continue to call off further work on an ad hoc basis on the same rate. Confirmed in a subsequent letter of 28.11.17 (1 day's notice of termination required).

*Contract and subsequent letters provided, but no evidence to support claim for sums owed (e.g. invoices).*

*Stated to be a provision for “expected services in terminating third party accounts” (£50.0K) but no invoices as yet.*

*March update is that invoices have now been submitted to GBT.*



~~UPDATED STATUS—still insufficient evidence provided. Ongoing.~~

~~REQUIRED—(1) final verification of invoice amount; (2) confirmation from Trustee that amount invoiced was properly incurred and is reasonable.~~

### **Kings College London**

Invoice dated 28.09.17 provided—£14,369.86 + VAT.

Relates to period 22.07.16 to 14.09.16.

~~No explanation provided as to what the invoice is for other than “For professional services in connection with Redevelopment of land at Surrey Street.” Where is the legal commitment to pay this money? Is the amount reasonable?~~

~~Copy (unsigned) agreement between GBT and KCL provided. Under clause 7.5 “The Trust covenants with the College that on or before the date of this Deed it will pay the reasonable legal costs of the College in connection with the negotiation and completion of this Deed.” (The explanatory note says this was capped at £15K although this is not reflected in the agreement). The invoice from BLP (KCL’s solicitors) reflects this.~~

~~The explanatory note states that the invoice is considered reasonable.~~

~~March update is that engrossed copies of the agreement were prepared but the project was suspended before execution~~

~~UPDATED STATUS—Insufficient evidence provided. Unclear that there is a legal liability to pay.~~

~~REQUIRED—(1) evidence of a legal liability to pay in the absence of a signed agreement—e.g. legal opinion; (2) confirmation from Trustee that amount invoiced was properly incurred and is reasonable.~~

### **Arup and Partners Ltd**

Provision of project management, cost management and multi-disciplinary design services.

Contract dated 31.05.16 provides for termination “at any time forthwith” by notice (clause 7.1). On termination, clause 7.3 provides for Arup to “take such steps as are reasonable to bring to an end the services under the Deed...”. Entitled to any instalments (and partial instalments) of the Fee and any amounts which have accrued prior to termination, plus two weeks’ worth of the Fee post-completion.

Exposure assessed as £55k. No evidence provided to support this (e.g. invoices and calculations).

*Stated to be a provision for “assistance/advice terminating the contract with the Joint Venture” but no invoices as yet.*

*March update – no invoices yet received by GBT.*

*UPDATED STATUS – still insufficient evidence provided. Ongoing.*

*REQUIRED – (1) final verification of invoice amount; (2) confirmation from Trustee that amount invoiced was properly incurred and is reasonable.*

## **PWC**

Provision of “Project Foliage” services – wind down of Project leading to MVL (“Members’ Voluntary Liquidation.”

Engagement letter dated 09.08.17 (signed 24.08.17). It seems legitimate that advisory costs leading to orderly winding up of GBT should be covered. No invoices as yet.

*Invoices now provided for £15,717 + VAT. However, provision for £120,000 made.*

*UPDATED STATUS –Ongoing.*

*REQUIRED – (1) final verification of invoice amount; (2) confirmation from Trustee that amount invoiced was properly incurred and is reasonable.*

## **ITV**

Invoices provided for 10.05.17 and 25.08.17 – outstanding balance totalling £178,352.50.

Contract dated 07.03.16 between GBT, ITV London Properties Limited and ITV Services Limited to agree arrangements to protect ITV’s operations at ITV’s Premises during construction and operation of the Garden Bridge and to regulate GBT’s use of land in or adjacent to ITV’s property.

*Further explanation provided as to what the invoices are for. No detail. Is the amount reasonable and justified under the contract (presumably clause 13 “Costs”)?*

*Some explanation given as to the costs, together with an assessment that the costs were reasonable.*

*March update – details provided as to the contractual requirements to meet ITV’s costs for legal advisors, property surveyors, etc etc.*

*UPDATED STATUS – Ongoing. Revised lower invoice expected.*

*REQUIRED – (1) final verification of invoice amount; (2) confirmation from Trustee that amount invoiced was properly incurred and is reasonable.*

### **London Borough of Camden**

Invoice provided for £57,500—relating to professional charges since Jan 2015 in connection with the preparation a revision of S.106 agreement.

*Is there an agreement in place for GBT to meet these costs? Have GBT assessed these costs as reasonable and justified?*

*Costs deemed to be reasonable. Extract of clause 17.4 of Planning Performance Agreement given which sets out obligation to pay costs.*

*March update—explanation that agreement is with Lambeth (who contract out s.106 legal duties to Camden). Copy of Planning Performance Agreement between GBT and Lambeth provided (unsigned). This states—at clause 2.1—“This PPA does not constitute a legally binding contract...Rather, it is a memorandum of understanding between the Council and the Applicant.” However, clause 17.2 sets out a process for Lambeth to submit invoices to GBT’s Project Manager at the end of each month for approval—but there is no contractual obligation to actually pay.*

*UPDATED STATUS—Still insufficient evidence provided. Ongoing.*

*REQUIRED—(1) justification as to why TfL should pay when there is no contractual obligation to do so; (2) confirmation from Trustee that amount invoiced was properly incurred and is reasonable.*

### **City of Westminster**

Claim for legal costs for dealing with S.106 agreement (£32,274.00)? GBT appear to dispute the legal basis for these costs being payable, as the matter did not complete.

*UPDATED STATUS—unresolved—currently no claim against TfL. Ongoing.*

*REQUIRED—dependent on whether GBT intend to pay and then recover from TfL.*

### **Bircham Dyson Bell**

Legal fees estimated at £17,000 for “resolving property termination administration”.

*Have GBT assessed these costs as reasonable and justified? Are these costs incurred post-termination, and, if so, what is their justification (i.e. are they an inevitable consequence of termination, orderly winding up etc)?*

*Stated to be a provision – “They are inevitable consequence of termination and terminating agreements with third parties”.*

*March update – GBT has received invoices totalling £4,304.70 + VAT.*

*UPDATED STATUS –Ongoing.*

*REQUIRED – (1) final verification of invoice amount; (2) confirmation from Trustee that amount invoiced was properly incurred and is reasonable.*

### **Parsons Brinkerhof – WSP**

Emails relating to liability of £22,479.97. No evidence provided to support this (e.g. terms of appointment or invoices).

*What do these costs relate to, and what period? Have GBT assessed these costs as reasonable and justified?*

*Explanation that WCC have outsourced the management and maintenance of their highways to a PB/WSP JV. As part of WCC's review of the planning and conditions submissions, PB/WSP asked to review the highway proposals etc – and prior to doing so they required GBT to issue a PO for the work.*

*Costs relate to work carried out in 2015/16.*

*March update – Copy of PO for £10,652.81 (inc. VAT) addressed to City of Westminster – not to WSP - in respect of WSP costs for June 2016. So, this appears to be a liability to Westminster. Unclear if this is a different workstream to the Westminster workstream identified above (which is disputed). Email chain previously provided states that PO would not be increased, but the invoice would be authorised.*

*UPDATED STATUS – insufficient evidence provided – we should see (i) copy of this PO and (ii) evidence (eg agreement) with WCC that GBT) would pay these costs. Ongoing.*

*REQUIRED – (1) further clarification as set out above; (2) confirmation from Trustee that amount invoiced was properly incurred and is reasonable.*

### **McFarlanes**

Legal fees estimated at £10,800.

*Have GBT assessed these costs as reasonable and justified? Are these costs incurred post-termination, and, if so, what is their justification (i.e. are they an inevitable consequence of termination, orderly winding up etc)?*

*Explanation that this is a provision – relating to advice on termination of the joint contract*

*UPDATED STATUS – insufficient evidence provided. Ongoing.*

*REQUIRED – (1) final verification of invoice amount; (2) confirmation from Trustee that amount invoiced was properly incurred and is reasonable.*

## **Funders**

### **Leila Govi**

Proposed repayment of £15,000.

Letter from Lord Davies to Leila Govi dated 24.10.16 thanking her for her donation of £15,000, and stating that “In the unlikely event the Garden Bridge does not progress as planned, your donation will be returned to you in full.”

This follows a file note of a conversation between Bernadette O’Sullivan of the Trust and LG on 15.09.16, prior to LG making the donation – BO’S confirmed that the funds would be returned if the engraving of names on the Bridge did not take place.

*NB – was there any formal documentation around the donation?*

*No formal documentation. No evidence provided of payment received..*

*UPDATED STATUS – given the repayment commitment given prior to the donation, and the confirmation subsequently, there is a good case to say the Trust is legally obliged to repay the money.*

### **Lawrence Sword**

Proposed repayment of £2,200 bid for “breakfast on the bridge” auction lot.

*What was the nature of the Harrods Fundraising Gala? Did LS pay the money direct to the Trust or to some other party, e.g. Harrods? Has LS asked for his money back?*

*GBT in process of confirming that funds came directly to GBT and not to Harrods. LS not actually asked for his money back. No evidence of payment received.*

*March update – LS paid £7,200 to GBT, of which £2,200 relates to the breakfast.*

*UPDATED STATUS – It seems clear that – contractually – LS is entitled to his breakfast or his money back.*

### **Helen and Tim Throsby**

Proposed repayment of £21,000 bid for a bench at the Harrods Gala.

Letter from BO’S to H&TT of 26.09.16 – after receipt of donation – states that “in the unlikely event the Garden Bridge does not progress as planned, your donation will be returned to you in full.

An email requesting repayment of the donation was made by TT on 28.08.17.

*What was the nature of the Harrods Fundraising Gala? Did the Throsbys pay the money direct to the Trust or to some other party, e.g. Harrods?*

*Money paid direct to GBT. No evidence provided of payment received.*

*UPDATED STATUS – It seems clear that – contractually – the Throsbys are entitled to their money back.*

### **Ian and Carol Sellars**

Proposed repayment of £21,000 bid for a bench at the Harrods Gala.

Letter from BO'S to H&TT of 26.09.16 – after receipt of donation – states that “in the unlikely event the Garden Bridge does not progress as planned, your donation will be returned to you in full.

Various emails requesting repayment of the donation were made by IS from 30.08.18 to 28.10.18.

*What was the nature of the Harrods Fundraising Gala? Did the Sellars pay the money direct to the Trust or to some other party, e.g. Harrods?*

*Money paid direct to GBT. No evidence provided of payment received.*

*UPDATED STATUS – It seems clear that – contractually – the Sellars are entitled to their money back.*

### **Peggy Yeoh**

Proposed repayment of £17,000 bid for “the Garden Bridge Experience” at the Glitter in the Garden Gala on 01.03.16. Money paid direct to the Trust.

*What was the nature of the Glitter in the Garden Gala? Did PY request repayment?*

*No request for repayment made. No evidence provided of payment received.*

*UPDATED STATUS – It seems clear that – contractually – PY is entitled to her money back.*

### **Carolyn Townsend**

Proposed repayment of £17,000 bid for “the Garden Bridge Experience” at the Glitter in the Garden Gala on 01.03.16. Money paid direct to the Trust.

CT requested repayment in emails dated 23.09.17 and 05.11.17.

*What was the nature of the Glitter in the Garden Gala? This has been explained in a separate email. No evidence provided of payment received.*

*UPDATED STATUS – It seems clear that – contractually – CT is entitled to her money back.*

### **Barratt West/Tiffany & Co**

Proposed repayment of £17,000 bid for “the Garden Bridge Experience” at the Glitter in the Garden Gala on 01.03.16. Indirect evidence that the money was paid. Mention of Tiffany jewellery donated, but unclear of the relevance of this.

CT requested repayment in emails dated 14.08.17 and 15.08.17.

*What was the nature of the Glitter in the Garden Gala?*

*£17,000 paid by Tiffany & Co for various auction prizes. Evidence (screenshot) provided of payment on 30.03.16.*

*UPDATED STATUS – It seems clear that – contractually – T & Co are entitled to their money back.*

### **Glencore**

Proposed repayment of £375,000 donation.

Letter from Glencore dated 26.11.14 set out intention to donate £750,000, exclusively for the purchase of a copper-nickel alloy. Donation to be made on 01.08.15.

Further letter from Glencore dated 12.05.16 confirmed £750,000 donation (in two equal tranches) but on new terms – including:

“The Charity further undertakes and agrees to return our Donation to us in full...if any event...occurs...which in the reasonable opinion of Glencore will result in the...Project not going ahead”.

Glencore requested repayment on 03.05.17 and 06.07.17 (prior to GBT Board decision but after Mayor’s decision not to provide guarantees).

*Evidence provided that funds were paid (screenshot bank transfer) on 01.06.16.*

*UPDATED STATUS – It is clear that – contractually – Glencore is entitled to its money back.*

### **United Way Worldwide**

Proposed repayment of £103,679.77 donation (\$150,000).

Grant Agreement dated 31.08.16 (counter-signed 01.09.16). Under clause 5 “Any grant funds, and any income earned on those funds, that are not spent or committed for the purposes of this grant, must be returned to UWW.”

*Explanation states that funds were received 7 September 2016 of £108,514.79 into GBT’s Sterling bank account. Interest earned of £167.17. How do these figures interact? Invoice provided for £4,139 + VAT which was paid. As this is an invoice from Groundwork London to GBT direct so unclear how this relates to the UWW Grant Agreement.*

*March/April update – interest earned and therefore increase in liability to be updated in final submission.*

*UPDATED STATUS –Ongoing.*

*REQUIRED – (1) final verification of amount owed.*

### **Garfield Weston Foundation**

Proposed repayment of £2,000,000 donation.

Original grant letter of 01.06.16 was varied by letter of 24.06.16 to remove restrictions on spending the donation – i.e. to say that the donation (received 03.06.16) could be spent by GBT “on the basis that The Garden Bridge Trust has undertaken to repay the funds in full should the Bridge project not reach completion.”

No evidence provided that funds were received.

*UPDATED STATUS - Contractually, GWF entitled to its money back.*

### **Bloomberg Philanthropies**

Proposed repayment of £2,271,300 (out of £2,500,000 funds received to 31.07.17).

Grant agreement dated 01.05.16 for £3.2m in six instalments.

*Some more information required – e.g. evidence money was paid to GBT – and how the repayment amount was calculated. Where is the contractual obligation to repay the money? I could not find it.*

*Evidence provided of receipt of funds (screenshot of funds transfer) and expenditure of funds received.. Evidence provided of calculations of outstanding amounts owed.*

*UPDATED STATUS –evidence provided..*

### **Victor Lo (Hong Kong Friends)**

Proposed repayment of £500,000.

Letter from Mervyn Davies dated 09.09.16 and counter-signed 14.09.16 (before first of two instalments made) states “In the event the Garden Bridge Trust is not able to complete its project...you will be entitled to require us to repay to you the £1 million donation.”

Request made by VL for repayment in email of 17.08.17.

*Evidence (screenshots) provided that £499,988 was received.*

*UPDATED STATUS – It seems clear that – contractually – VL/HKF are entitled to their money back.*

### **Royal Mail Group**

Proposed repayment of £25,000.

Funding Agreement dated 10.09.15 for £25k donation in return for a bench. Clause 5.1 states “If the Project is cancelled or does not complete by the 31 December 2018, Garden Bridge Trust will notify Royal Mail immediately, return the Donation in full with 60 days of that notification and the Agreement will expire immediately.”

*Evidence (screenshot) provided that £25K paid 23.09.15.*

*UPDATED STATUS – It seems clear that – contractually – Royal Mail is entitled to their money back.*

### **Michael Gross (Euston Estates)**



Proposed repayment of £33,000 (amount paid out of £50,000 donation).

Letter from Lord Davies dated 18.11.15 (before payments made) and stating that “In the unlikely event the Garden Bridge does not progress as planned, your donation will be returned to you in full.”

*Evidence (screenshot) provided that £16.5K paid 24.12.15 and £16.5K paid 14.12.16*

*UPDATED STATUS – It seems clear that – contractually – Michael Gross is entitled to his money back.*

### **Susan Li/Roy Massey**

Proposed repayment of £10,000 bid for a bench at an auction.

Letter from BO’S (signed by Mervyn Davies 06.01.17) to SL and Roy Massey of 20.01.17 – prior to first instalment of £50,000 donation – states that “in the unlikely event the Garden Bridge does not progress as planned, your donation will be returned to you in full. No evidence of donors’ signatures.

Repayment requested by email (15.11.17)

*What was the nature of the auction? Was the money paid direct to the Trust?*

*Evidence (screenshot) provided that £10K paid to GBT 14.03.17.*

*UPDATED STATUS – It seems clear that – contractually – SL and RM are entitled to their money back.*

### **Florence St George**

Proposed repayment of £10,000 bid for name engraving on a balustrade at Harrods auction.

Receipt dated 13.07.15 for £10,000.

Note of conversation between BO’S and FSG in June 2015 (prior to payment). “Bernadette confirmed that, as GBT were exchanging the funds for an engraving, the funds would be returned if the engraving was unable to be delivered.”

*No evidence yet of payment.*

*UPDATED STATUS – it seems clear that – contractually – FSG is entitled to her money back. Ongoing.*

### **Michael Burton**

Proposed repayment of £10,000 bid for balustrade engraving at Glitter in the Garden event.

File note of BO’S discussion with MB at event on 01.03.16 – confirming that the funds would be returned if the bridge was not able to be completed.

*Evidence (screenshot) provided that £10K paid 05.04.16.*

*UPDATED STATUS – It seems clear that – contractually – MB is entitled to his money back.*

**Jennifer McSweeney**

Proposed repayment of £20,000 bid for balustrade engraving.

File note of BO'S phone discussion with JM on 01.04.16 – confirming that the funds would be returned if the bridge was not built and the names were not engraved.

Repayment requested by email (20.08.17)

*Evidence (screenshot) provided that £20K paid 24.05.16.*

*UPDATED STATUS – It seems clear that – contractually – JM is entitled to her money back.*

**Jane and Roger Madelin**

Proposed repayment of £15,000 bid for balustrade engraving.

File note of BO'S discussion with JM at event on 01.03.16 – confirming that the funds would be returned if the bridge was not able to be completed.

*Evidence (screenshot) provided that £15K paid 02.06.16.*

*UPDATED STATUS – It seems clear that – contractually – JM and RM are entitled to their money back.*

**Mayank Patel**

Proposed repayment of £15,000 bid for balustrade engraving.

File note of BO'S discussion with MP by phone on 15.06.16 – confirming that the funds would be returned if the bridge was not built and the names were not engraved.

Repayment requested by email (14.08.17)

*Evidence (screenshot) provided that £10K paid 21.06.16 and £5K paid 22.06.16.*

*UPDATED STATUS – It seems clear that – contractually – MP is entitled to his money back.*

**Electra Toub**

Proposed repayment of £10,000 for balustrade engraving.

File note of BO'S discussion with ET at an event in June 2016 – confirming that the funds would be returned if they were unable to deliver the engravings.

Repayment requested by email (on or near 10.11.17).

*Evidence (screenshot) provided that £10K paid 22.07.16.*

*UPDATED STATUS – It seems clear that – contractually – ET is entitled to her money back.*

**Wallpaper (Tony Chambers)**

Proposed repayment of £10,000.

File note of BO'S discussion with ET at Glitter in the Garden event on 1 March 2016 – confirming that the funds would be returned if the bridge was not completed.

Repayment requested by email (on or near 10.11.17).

*Evidence (screenshot) provided that £10K paid 01.09.16 UPDATED STATUS – ~~is~~ it seems clear that – contractually – TC is entitled to his money back.*

### **Kai Yin Lo (Hong Kong Friends)**

See Victor Lo (Hong Kong Friends) – included there.

### **Lisa West/Lance West**

Proposed repayment of £3,200 bid for “Table Tennis with Boris”.

Repayment requested e.g. in email of 06.12.17.

*Evidence (screenshot) provided of payment of £107,534.55 from Givergy Ltd to GBT on 31.03.16. Unclear how this relates to £3,200 repayment to LW/LW.*

*UPDATED STATUS – It seems clear that – contractually – LW/LW are entitled to their money back.*

### **Petr Aven**

£800,000 received by 31 July 2017 (first of five £800k donations, to total £4m).

Donation restricted to the construction of Garden Number 13 and if the funds cannot be used for that restricted purpose they will need to be returned, unless agreed otherwise.

Letter of 22 January 2016 from B O'S to PA provided – signed by Mervyn Davies and PA. Refers to “offering to support Garden Bridge Trust by contributing to the creation of Garden Number 13...of the Garden Bridge.”

*STATUS – although the letter agreement does not state this explicitly, it is implicit in the wording that the donation is for a specific purpose and therefore is contractually repayable if the purpose is not achieved (as is the case).*

### **Aldama Foundation**

Funds received to 31 July 2017 is £50,000.

Letter from GBT (signed by Lord Davies) of 21 October 2016 states “In the unlikely event the Garden Bridge does not progress as planned, the donation will be returned in full.”

UPDATED STATUS – It seems clear that – contractually – the Aldama Foundation is entitled to its money back.

**Draft – Charles Ritchie 16 April 2018**

26 July 2018

Mr Andy Brown  
Head of Corporate Affairs  
Palestra  
197 Blackfriars Road  
London  
SE1 8NJ

Dear Mr Brown,

I attach a schedule which produces, at the bottom line, the Exit Payment payable to the Trust by virtue of the Deed of Variation dated 28 September 2016, to enable the repayment of donors who qualify for clawback – a net total of **£5,490,193**.

The calculation simply lists all such donors, and then deducts from the total, the surplus of cash that we believe the Trust will have in hand after settling all known and estimated liabilities. We have provided separate figures for those costs that have been ascertained, which include virtually all expenditure incurred up to a cut-off date of Friday 15 June (with the exception of legal fees payable in respect of ITV and IBM, for which final invoices have not yet been received, but will be funded from the balance of an undertakings account held by BDB, and a claim for 2016/17 audit fees); and then a separate figure for an estimate of costs after 15 June, essentially covering the process of producing accounts for 2017/18, as required by the Charity Commission, and then implementing the winding-up process – again following agreement with the Charity Commission.

We have, in addition, allowed a contingency to cover the risk of any further liabilities being established during the liquidation process – or, if not required, to be credited back to reduce the final draw on the Guarantee.

Bank statements, invoices etc relating to the ascertained numbers have all been provided to you.

We have every reason to believe the total amount scheduled to be adequate to cover the risk of any further liabilities arising, but the Trustees reserve their position in respect of continuing to rely upon the Guarantee for payment of any liabilities that are properly established as payable, but which are in excess of the allowances made in the attached schedule.

In terms of the process hereafter, you discussed arranging for funds, once formally agreed, to be paid into an escrow account. That would certainly be acceptable to us, and please let us know whether you would like to suggest an Escrow Agent, or whether we should organise that (and we have made financial provision for it in the attached figures for future costs).

We believe this, and the information already provided, gives you everything that you need in order to confirm agreement to the amount of the application and the process for handling it, but please let us know if any further information is required. As you know, we are under considerable pressure from a number of donors to obtain the release of their funds, and we would therefore ask for such agreement to be reached, and the funds to be released, as quickly as possible. Can we suggest that it would be reasonable to ask that we get to that point within 2 weeks of receipt of this letter, given that the Deed provides for payment within 10 days of all supporting documentation being provided?

Finally, we are, as a courtesy, copying this letter and its attachment to the Secretary of State at the Department for Transport.

Yours sincerely



Lord Mervyn Davies, Chairman

Cc Secretary of State, Department for Transport

Commercially confidential

Garden Bridge Trust

Calculation of Exit Payment under Deed of Variation dated 28 September 2016

Ref	Item	£	£	£
<b>1</b>	<b>Donor repayments (excluding ring-fenced donations, to be returned direct)</b>			
1.1	Bloomberg		2,273,321	
1.2	Garfield Weston Foundation		2,000,000	
1.3	Petr Aven		800,000	
1.4	Victor Lo (Hong Kong Friends)		500,000	
1.5	The Taylor Family Foundation		450,000	
1.6	Glencore		375,000	
1.7	United Way Foundation		103,818	
1.8	Aldama Foundation		50,000	
1.9	Michael Gross (Euston Estates)		33,000	
1.10	Royal Mail Group		25,000	
1.11	Ian & Carol Sellars		21,000	
1.12	Helen & Tim Throsby		21,000	
1.13	Kai Yin Lo		20,000	
1.14	Jennifer McSweeney		20,000	
1.15	Caroline Townsend		17,000	
1.16	Barratt West		17,000	
1.17	Peggy Yeoh/Lee Seng Hung		17,000	
1.18	Lelia Govi		15,000	
1.19	Jane & Roger Madelin		15,000	
1.20	Mayank Patel		15,000	
1.21	Michael Burton		10,000	
1.22	Susan Li		10,000	
1.23	Florence St George		10,000	
1.24	Electra Toub		10,000	
1.25	Tony Chambers (Wallpaper)		10,000	
1.26	Lisa & Lance West		3,200	
1.27	Lawrence Sword		2,200	
1.28	Total			6,843,539
<b>2</b>	<b>Amount covered by balance of Trust cash</b>			
2.1	Total cash at bank as at 27 June 2018	2,989,975		
2.2	Cash held by BDB for third party undertakings	9,294		
2.3	Total cash available as at 27 June 2018		2,999,269	
2.4	<b>Less</b> ascertained unpaid liabilities (excluding Donor repayments) to 15 June 2018		1,072,829	
2.4.1	Consultant team - Arup	7,605		
2.4.2	Main Contractor - Bouygues/Cimolai JV	774,550		
2.4.3	Third party - ITV	137,907		
2.4.4	Third party - City of Westminster	32,300		
2.4.5	Third party - London Borough of Camden	57,500		
2.4.6	Third party - Parsons Brinkerhof	22,480		
2.4.7	Legal fees - Macfarlanes	32,737		
2.4.8	Gift Aid to be repaid	7,750		
2.5	<b>Less</b> ongoing/future liabilities (estimated)		173,094	
2.5.1	Third party legal fees (re IBM and ITV)	9,294		

2.5.2	Legal fees - BDB/Pinsent Masons	10,000	
2.5.3	Legal fees - Macfarlanes	3,000	
2.5.4	Accountancy/audit fees, 2016/17 - Clark Whitehill	32,400	
2.5.5	Accountancy/audit fees, 2017/18 - Clark Whitehill	26,400	
2.5.6	Liquidation/advisory fees - PcW	50,000	
2.5.7	Accountancy/audit support staff costs	25,000	
2.5.8	Document filing/storage	12,000	
2.5.9	Escrow Agent's fees	5,000	
2.6	<b>Less</b> provision for contingent liabilities		<u>400,000</u>
2.7	Net cash available		1,353,346
3	<b>Exit Payment due</b>		<u><b>5,490,193</b></u>

GBT - 20 July 2018

14 September 2018

Alex Williams  
Transport for London  
Director of City Planning  
5 Endeavour Square  
Westfield Avenue  
Stratford, London  
E20 1JN

Dear Mr Williams

Many thanks for your letter dated 14 August in response to our application for the Exit Payment in our letter dated 27 July, about which there has been some subsequent discussion.

This letter is to deal with the principal issues raised.

## 1. The Exit Payment

We quite understand that TfL needs to be assured that liabilities to be taken into account in the calculation and release of the Exit Payment are properly due, and that has of course been the subject of extensive discussions between TfL and the Trust. We have provided detailed evidence in respect of all ascertained liabilities which, subject to the one point addressed in section 2 below, TfL has confirmed as meeting all the requirements of the Deed of Variation.

In respect of estimated liabilities (and anything that might be set against the contingency), again we understand that the same evidence must be provided, and that payment should be made only when the requirements of the Deed have been met to TfL's reasonable satisfaction. This would have been effected through the operation of an escrow account, the possibility of which has been discussed between us.

As discussed, however, if the amount to be released shortly as a first instalment of the Exit Payment is to be limited to ascertained liabilities, and the figure is to be netted down to take account of the full amount of the Trust's cash reserves, then the Trust will have no working capital once it has settled those liabilities. In the meantime, liabilities continue to accrue (for example, in producing audited accounts for the period after March 2017, in implementing a resulting of a solvent liquidation etc), and invoices and supporting evidence will come forward for some historic liabilities, as scheduled in our calculation of the Exit Payment. Settlement of those amounts cannot await a second, final instalment - and of course the position has moved on even since our letter dated 27 July.

That was the reason for proposing the payment into an escrow account of an amount that covered anticipated future liabilities (with settlement subject to ascertainment and TfL approval, as above), as well as established historic ones.

If that is not to be the agreed way forward (and we think it still could be), then we would propose as an alternative **either** that we follow the practice of funded development, and have a monthly drawdown, with applications for further instalments of the Exit Payment backed by the evidence required by the Deed of Variation – and we think this would be the most straightforward process; **or** that working capital is maintained within the Trust by not deducting the full amount of cash reserves in calculating the first instalment of the Exit Payment. If the latter route is favoured, and the intention is to make only one more, final payment, then we believe the amount reserved needs to match the allowance made in our calculation of the Exit Payment for estimated liabilities and a contingency, or there needs to be a provision for interim payments in the event that whatever is retained proves inadequate and liabilities are both ascertained and need to be settled.

We also accept that there needs to be a sunset date to the liability implicit in the Deed of Variation, but there are certain dates over which we have no control – such as the Charity Commission’s call to approve the implementation of the voluntary liquidation process, and HMRC clearance to closure. To provide some float for this, we would propose that the date for the final instalment should be 4 months from payment of the first instalment but qualified to the extent that it will be extended if the final ascertainment of all liabilities and closure of the Trust is not achieved within that time for reasons beyond the reasonable control of the Trustees.

## **2. Escrow account**

As discussed, because of regulations now relating to “Know Your Customer”, it is now both difficult and relatively expensive to arrange an escrow account, and the only proposal we have secured to date looks like accumulating to a cost of £20,000. That does not seem to us to represent value for money, so if TfL is not proposing to deposit an amount that includes un-ascertained liabilities, then we would suggest exploring a much simpler banking arrangement by which payments are made from a designated account only with TfL’s knowledge and approval. We understand that this would be acceptable to TfL, and Citibank would be able to set it up with a designated representative from TfL as signatory, with limited KYC requirements re the designated signatory – so can we proceed to organise that?

## **3. Donations by Kai-Yin Lo**

I attach an extract from the notes submitted to TfL by the Trust, via BDB, on 6 March 2018. This makes clear that the Kai-Yin Lo donation is in addition to the general donation from the Hong Kong Friends, with separate receipts of £20,000 for Kai Yin Lo (actually £19,968 after bank charges) and £500,000 for Hong Kong Friends.

On the other two matters you raise, we confirm that the IPR package has now been delivered to you; and we re-confirm that we will produce a full summary of total project cost, in the continuing interests of transparency, as soon as the report and accounts for 2017/18 (which are now in the course of preparation) are available.



In the meantime, your letter also stated that you were still considering the latest of the evidence and would have completed this task shortly. We understand that the only issues now are as above, and we would appreciate your confirmation of that.

For our part, we believe that all of the conditions precedent to the payment of the Exit Payment, as set down in the Deed of Variation, have now been satisfied, again subject only to agreement on the points covered above (and any necessary adjustment to the amount of the first instalment, given the passage of time); and we would appreciate confirmation of when the payment will now be made, as we are under considerable pressure from those due for repayment, and will need to let them know if there is likely to be further delay, the reasons for it, and the date by which they can expect resolution.

Yours sincerely,



**Lord Mervyn Davies**  
**Chairman**

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## GREATER LONDON AUTHORITY

**Gareth Bacon AM,  
Chairman of Oversight Committee**

The London Assembly  
6 Floor, City Hall,  
The Queens Walk  
London SE1 2AA

**Department: Growth, Infrastructure and  
Connectivity Unit**

Date: 31 January 2019

Dear Gareth

**Proposal to establish an Infrastructure and Development Coordination Team at the  
Greater London Authority**

I am writing to follow up on the Committee's consideration of the Head of Paid Service's proposal to establish a new GLA Infrastructure and Development Coordination Team.

In the 11<sup>th</sup> December Oversight Committee meeting, following questions raised by Jennette Arnold, I agreed to supply further information about how the new team would make use of existing assembly scrutiny reports, related both to congestion and to flooding caused by burst water mains.

I can confirm that the Assembly Transport Committee report titled 'London Stalling' (2017) has already been helpful in the development of the business case for the new team. The report highlighted the scale of street works and road works-related congestion in London. As set out in the business case for the new coordination team, the total cost of street works-related congestion in London is around £750m per annum. While this includes emergency as well as planned works, the new team will aim to reduce the impact of congestion associated with street works by encouraging utilities providers to work collaboratively across borough and TfL road networks. We estimate that significant cost savings to the public, providers, and boroughs can be achieved through such an approach and we are already trialling it working closely with the London Borough of Croydon in the Croydon Growth Zone. The work of the new team is therefore closely aligned with the principles set out in the 'London Stalling' report.

In 2017, following a series of flood incidents caused by trunk mains' bursts, the Assembly Environment Committee undertook scrutiny of Thames Water and other organisations involved in responding to these incidents. The committee found that failures to communicate, both within and between organisations involved, led to delays in responding to the events. The activities of the new coordination team do not include proposals to intervene directly in emergency and unplanned works. However, the work of the team should help improve working relationships between utilities' providers, boroughs and the GLA and the former's communications during emergency events.

The team will also work with the Mayor's Infrastructure High Level Group, the London Resilience Office and the GLA Environment Unit to promote a 'whole-life' approach to asset design and management. The aim of this approach is to ensure that London's infrastructure is more resilient, including sensing and responding to damaged assets earlier.

Finally, I look forward to discussing the team's work with the Assembly again in future, once the pilot is underway, by which time we will have developed ways to monitor and evaluate its costs and benefits, which I appreciate is also of considerable interest to Members.

Thank you for your consideration of the proposal.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'JS', is positioned above the typed name.

Jeremy Skinner  
Assistant Director, Growth, Infrastructure and Connectivity Unit

020 7983 4260  
[jeremy.skinner@london.gov.uk](mailto:jeremy.skinner@london.gov.uk)

# Subject: Conversion of Fixed Term Contracts

**Report to: Oversight Committee**

**Report of: Chief Officer**

**Date: 27 February 2019**

**This report will be considered in public**

## 1. Summary

- 1.1 To provide the members of the GLA Oversight Committee with an overview of the review of fixed term contracts project with a view to converting some of them to permanent contracts.

## 2. Recommendation

- 2.1 **That the Committee responds to the Chief Officer's first-stage consultation on the potential conversion of some fixed term contracts to permanent contracts.**

## 3. Background

- 3.1 At the GLA Oversight Committee on 11 December 2018, the Chief Officer set out plans to undertake a review of fixed term contracts with a view to potentially converting some of them to permanent contracts.
- 3.2 In taking this forward, the Chief Officer is consulting the GLA Oversight Committee in two stages. This first stage sets out the rationale for considering some conversions and the criteria we propose to use to assess which contracts should be converted.
- 3.3 At a subsequent GLA Oversight Committee meeting the Chief Officer will update the Committee on the number of actual positions to be converted, the number of people affected, and the financial implications of the decisions.
- 3.4 Fixed term contracts have an important place in any workforce strategy and the GLA's is no exception. A fixed term contract is a contract of limited duration where the end date is normally defined at the start of the contract. They are often used in circumstances where an employee is needed for a specific task or project, where funding is from an external source and may not be renewed, or to provide cover in cases of maternity/paternity leave, sabbatical or long-term sick leave. They might also be used to back fill for a GLA employee on an external secondment.
- 3.5 However, on the face of it we appear to have a high number of such contracts, estimated at about 19% of established posts. And, while, there are good reasons to use fixed term contracts, it is important to check that we are using them appropriately and not instead of permanent positions.

Using them in the wrong circumstances would limit our ability to retain the right skills and knowledge in the organisation and to ensure the best possible return on our investment in terms of staff training. What is more, we already know that employees inappropriately on fixed term contracts are likely to be less engaged and motivated than others.

- 3.6 The GLA aspires to be an exemplary employer with best practice employment provisions prescribed in the Mayor's Good Work Standard. Exemplary employers ensure that the use of fixed term contracts is appropriate and fair, making a review of our use of them relevant and timely. What is more, we also know from the all staff briefings held by the new Chief Officer, that there are significant concerns among staff about the use of fixed term contracts in the GLA, particularly about the length of time some people have spent on such contracts. The Chief Officer has committed to undertaking a review.

## 4. Issues for Consideration

### Data on fixed term contracts

- 4.1 Human Resources have looked at the various arrangements falling under the heading of fixed term. The analysis has categorised the various current arrangements as follows:

- Employee on a fixed term contract but occupying a permanent role where the substantive job holder is elsewhere;
- Employee on a fixed term contract in a GLA time-limited role;
- Employee on a fixed term contract but occupying a time limited role subject to external funding.

- 4.2 Data in relation to the above categories is based on a snapshot as at 14 January 2019. Details of the number of positions/people by directorate are shown in **Appendix 1**.

### Criteria for conversion of fixed term contracts

- 4.3 It is proposed that only fixed term contracts which meet the following criteria be considered for conversion to permanent roles:

- Employee on a fixed term contract but occupying a permanent role *where the substantive job holder has decided not to return, so the reason for appointing on a fixed term basis no longer applies, and it is clear the work is of an ongoing nature and considered business as usual;*
- Employee on a fixed term contract in a GLA time limited role *where the work will now be ongoing and considered business as usual;*
- Employee on a fixed term contract but occupying a time limited role subject to external funding *where there is now a long-term funding commitment, or where the funding is expiring but the GLA wishes to continue the work and will integrate it into business as usual.*

### Length of service

- 4.4 The criteria above are linked to the nature of the role occupied. But in some cases, the decision will be determined by the employee's length of service. While full employment rights are now accrued after two years' service, employees who have been employed on a fixed term contract or series of fixed term contracts for four or more years are entitled to a permanent contract (see legal implications below).

### **Application of criteria**

- 4.5 Those staff appointed by the Mayor under Section 67.1(a) and (b) of the GLA Act to be coterminous with the Mayor's term of office are excluded from these provisions, as special arrangements apply to such appointees.
- 4.6 Staff with a permanent contract in a fixed term position, for example because they are covering for a substantive job holder who is elsewhere, are out of scope.
- 4.7 Agency staff are out of scope.

### **Other considerations**

- 4.8 Financial – as we work through the criteria we need to consider funding in every case. Where, for example, an employee on a fixed term contract is occupying a permanent role where the substantive job holder has decided not to return, the funding for the role will already be in place; where external funding for a post is expiring, but we intend to carry on the work, funding will have to be identified.
- 4.9 Probation – where a member of staff is still on probation at the point of the conversion of their fixed term contract to a permanent contract, the probation period will continue as normal. The conversion of the contractual status does not override the end-of-probation assessment of the employee's suitability for the role.
- 4.10 Multiple employees on fixed term contracts doing similar and or related work where there are fewer positions to be converted than the number of affected employees – a fair, competitive process will be used to identify which employees move into the permanent contracts, using well-established processes for ring-fenced recruitment.
- 4.11 As proposals for creating fixed terms posts come forward in the future, the proposals will be tested against revised criteria to ensure that any new fixed term positions are created only when they are appropriate.

### **Consultation requirements**

- 4.12 In accordance with the GLA Staffing Protocol, as the conversion of a fixed term contract to a permanent contract constitutes a change to the terms and conditions of employment for that employee, the GLA will need to formally consult with UNISON and the affected employees in relation to this proposal. It is expected that in a majority of cases this will require only light touch consultation as the proposed conversion provides more stability and security for the employees. However, even though conversion will create a betterment, employees are under no obligation to accept the terms and can, if they choose, remain on their fixed term contract.

## **5. Legal Implications**

- 5.1 The GLA will need to follow a proper process in order to convert these roles from fixed-term to permanent because conversion could be seen as a dismissal and will involve a change to the terms and conditions of employment of the affected employees.
- 5.2 Any employees who have been continuously employed for four years or more on a series of successive fixed-term contracts are automatically deemed to be permanent employees unless the continued use of a fixed-term contract can be objectively justified.

- 5.3 In accordance with the Head of Paid Service – Staffing Protocol, the GLA will need to seek each employee's agreement to the change via formal consultation with UNISON. If there are objections to the proposed change, then the GLA would either have to do nothing or unilaterally impose the change on reasonable notice and rely on an employee's conduct to establish implied agreement to it or terminate the employee's employment and offer re-employment on the new terms (which may prompt unfair dismissal claims if an employee refuses re-employment).
- 5.4 If there are a number of employees doing the same role all of whom are on fixed-term contracts but the GLA only wants to convert some of those contracts to permanent, then the GLA would have to develop a robust, transparent and open process for determining which of the roles would be converted to permanent and which would remain as fixed-term roles. There is a risk that those employees whose contracts are not converted could resign and claim constructive unfair dismissal or allege that their contracts have not been converted because of a discriminatory reason.

## 6. Financial Implications

- 6.1 The paper sets out certain principles which will be adopted when considering the conversion of fixed-term posts into permanent posts. There are no formal proposals being presented at this stage for the creation of additional permanent posts. As a result, it is not yet possible to say with precision what the financial implications will be for the GLA as a result of this initiative.
- 6.2 When formal proposals come forward to a future meeting of the Committee, full costings will be provided to Members, along with an assessment of the implications for the GLA's base budget.
- 6.3 It is possible that savings may be required to be found from within existing budgets to meet the staffing plans emerging from this initiative. Should that be the case, the level of savings – and the financial approach to be adopted – will be made clear when formal proposals are presented to the Committee.

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### List of appendices to this report:

Appendix 1 – Fixed term contracts data

<p><b>Local Government (Access to Information) Act 1985</b></p> <p>List of Background Papers:</p> <p>None</p>
<p>Contact Officer: Patrick Alleyne, Human Resources Manager</p> <p>Telephone: 020 7983 4140</p> <p>E-mail: <a href="mailto:patrick.alleyne@london.gov.uk">patrick.alleyne@london.gov.uk</a></p>



<b>Employee on a fixed term contract but occupying a permanent role where the substantive job holder is elsewhere</b>		
<b>Directorate</b>	<b>Number</b>	
Development, Enterprise and Environment	1	
<b>Total</b>	<b>1</b>	

<b>Employee on a fixed term contract in a GLA time limited role</b>		
<b>Directorate</b>	<b>Number</b>	
Assembly Secretariat	2	
Communities and Intelligence	41	
Corporate Management	1	
Development, Enterprise and Environment	33	
Housing and Land	6	
Mayor's Office	2	
Resources	2	
<b>Total</b>	<b>87</b>	

<b>Employee on a fixed term contract but occupying a time limited role subject to external funding</b>		
<b>Directorate</b>	<b>Number</b>	
Communities and Intelligence	7	
Development, Enterprise and Environment	9	
<b>Total</b>	<b>16</b>	

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# Subject: Changes to the GLA Establishment: London Estates Delivery Unit

Report to: GLA Oversight Committee

Report of: Chief Officer

Date: 27 February 2019

This report will be considered in public

## 1. Summary

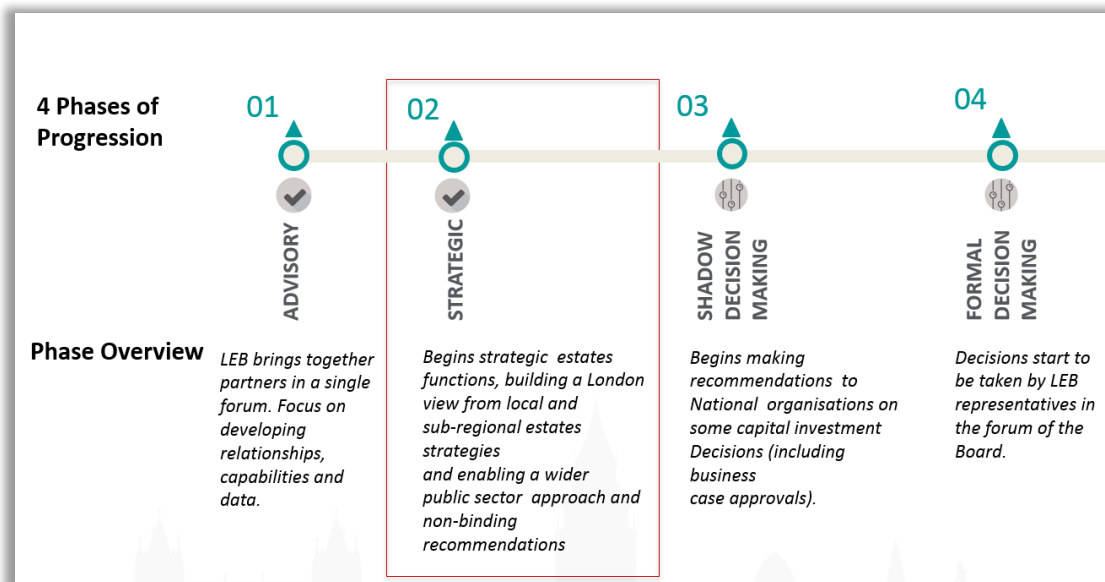
- 1.1 This report sets out the requirement for an additional five posts and the conversion of two temporary posts to permanent within the Housing and Land Directorate to strengthen the capacity of the London Estates Delivery Unit (LEDU) which is working with NHS partners as a key component of the wider NHS devolution agreement that was agreed between the government and the Mayor in November 2017. This requirement was referenced in section 3 of the Housing and Land Staffing Growth paper presented to the Oversight Committee on 30 January 2019.
- 1.2 Devolution work in support of London's estates transformation is progressing well. The Programme Director for the LEDU commenced post at the beginning of July 2018 and has focussed on building the team (both core and virtual), strengthening governance arrangements, supporting Sustainability and Transformation Partnerships (STPs) to meet immediate deadlines, establishing key relationships across the partnership and placing the London Estates Board in the best possible position to move to phase 3 of devolution by April 2019. The hosting and co-location of the LEDU by the GLA creates strong alignment between the LEDU and the GLA Housing and Land Team; positive working relationships have been formed, and joint working is taking place in respect of a number of key programmes (One Public Estate and Homes for NHS Staff) and on a number of major site opportunities. Forming the LEDU core and virtual team is the key priority to delivering the aims and objectives of the London Estates Board and successfully achieving the next phase of devolution.
- 1.3 The health and care devolution work is currently funded by partner contributions (GLA (Health), the Department of Health, HMT, London Councils, Clinical Commissioning Groups (CCG's), NHS England and NHS Improvement) and the LEDU is hosted by the GLA housing and land team. To date the partnership funding from the GLA has come from the health team and the budget contribution in 2018/19 is £200k.

## 2. Recommendation

- 2.1 **That the Committee responds to the Chief Officer's consultation on the creation of an additional five posts and conversion of two temporary posts to permanent within the Housing and Land Directorate to support the work of the London Estates Delivery Unit.**
- 2.2 **That the Committee notes that there is a net nil impact on GLA budgets as a result of this proposal.**

### **3. Background**

- 3.1 In November 2017 the London Health and Care Memorandum of Understanding (MoU) was signed and aims to enable the widest and fastest improvement in the health and wellbeing of 8.6 million Londoners by transforming the way that health and social care services are delivered, how they are used and how far the need for them can be prevented. London and national partners continue to work together to achieve this shared objective.
- 3.2 Through the MoU, London partners aim to become England's largest urban area to deliver transformation at scale and pace. All partners agree to act in good faith to support the objectives and principles of this MoU for the benefit of the health and wellbeing of all London citizens and patients, which includes a commitment to disseminate learning within and beyond the London system.
- 3.3 By working together, London and national partners will be able to fully understand and manage risk collectively. The London system will take more control of its own future and responsibilities, in a phased way that is safe and beneficial for patients and communities.
- 3.4 The NHS estate in London is considerable, but significant capital investment is required to ensure high quality health and care infrastructure and greater investment in primary and community care facilities. Partners recognise the opportunity to improve system-wide planning, reduce underutilisation, release surplus land and capital and realise wider one public sector estate opportunities.
- 3.5 London and national partners have established a London Estates Board (LEB) to directly address some of the challenges involved in securing NHS estates approvals and disposals, working in more transparent and collaborative ways for the benefit of London's health and care system. The LEB was formed in 2016 and provides a single forum for estate discussions in London and ensures early involvement of London government partners. As it matures, subject to agreed hurdle criteria, the LEB would also provide a forum within which NHS capital investment decision-making, including delegated business case approvals and capital allocation considerations, could be exercised, so far as statutory powers permit this and within national approval thresholds.
- 3.6 The LEB is currently operating within phase 2 of the devolution gateway (strategic) but aims to move to phase 3 (shadow decision making) in April 2019 and phase 4 (formal decision making) in 2020.



- 3.7 The LEB works with the GLA to ensure optimum land assembly and efficient procurement of sites through links with the Housing and Land Directorate Strategic Projects and Property Team. This will include enabling wider public sector utilisation, especially for new and affordable housing, where land is surplus to health and care requirements, building on the recent successful partnership working between the GLA and NHS at St Anne’s Hospital in Haringey and a number of other current projects.
- 3.8 Acknowledging the Mayor’s six key assurances for Strategic Transformation Partnerships (STP’s) (see **Appendix 2**) joint working is taking place in respect of a number of key programmes including One Public Estate and Homes for NHS Staff and on a number of major site opportunities where surplus land has been identified.
- 3.9 The LEB, sub-regional and local estates boards are supported by a London Estates Delivery Unit (LEDU), a small core and virtual team bringing together regional and regionally-based national expertise to support the collaborative development of robust estates strategies and capital business cases. It is intended that the LEB will be the London regional expression of estates governance and that relevant strategic delivery expertise will be accessed through the LEDU.
- 3.10 The LEDU supports the LEB to deliver greater value including economic and wider social value for Londoners, the health and care system and central government by:
- Developing the first holistic estates strategy that supports clinical strategies within London;
  - Faster and greater disposals of surplus NHS land, the release of capital for health and care and the efficient procurement of development partners for new uses, especially affordable housing;
  - Access to development and delivery opportunities including innovative financing mechanisms.;
  - Marriage value by realising the opportunities of NHS and adjacent surplus site(s); and
  - Decisions involving London’s NHS estates being taken within London.
- 3.11 At the time the MoU was entered into it was agreed that the LEB would be hosted by the GLA as a city-wide resource and to leverage the planning and development expertise of the GLA.

3.12 As host it was agreed that the GLA will provide facilities and premises for the meetings and any staff who work for the LEB and the LEDU. The host is responsible for recruitment of staff and for hosting any seconded staff.

#### 4. Issues for Consideration

4.1 The proposals set out in this paper increase the establishment of the Housing & Land Directorate by 5 posts. The detailed changes and requirements of each post are set out below.

<b>Job Title (Grade)</b>	<b>Description of Responsibilities</b>
1 x LEDU Programme Director (G15)  (Temp to perm)	To provide leadership and support to delivering the transformation of the health and social care estate in London and lead the new London Estates Delivery Unit (LEDU) to deliver a London-wide capital and estates strategy for London, built up from local and sub-regional plans. This will include a portfolio of health and care, and wider mixed-use development projects, surplus estates disposals and supporting the maintenance and development of excellent health and care facilities across London.
1 x Data & Analytics Manager, LEDU (G10)  (Temp to perm)	To manage the London (health) estates property database and provide specialist data services (including analytics, geographical mapping, electronic feeds, utilisation, booking and backlog maintenance functionality) to partners including the London Estates Board, to aid decision making.
1 x Head of Strategic Finance and Delivery, LEDU (G13 TBC)  (New post)	Provision of strategic finance advice, evaluating capital bids, establishing value for money, building the capital pipeline and general financial planning advice. The post holder will also explore, test and develop proposals for alternative funding and delivery models.
2 x Strategic Estates Advisors, LEDU (G11 TBC)  (New post)	The post holder will have a key operational interface with STPs, CCGs and NHS Trusts on estate matters. Identifying project delivery and funding options as well as assisting with the appraisal of project proposals and providing advice & technical support on major site disposals and developments.
1 x Business Manager, LEDU (G8 TBC)  (New post)	Provision of operational management support to the London Estates Delivery unit to ensure the business is managed in an effective, efficient and compliant manner.
1 x Programme Manager, LEDU (G8 TBC)  (New post)	To develop and be responsible for project and financial schedules to aid in the management of the capital pipeline of c. 500 individual projects including regular reporting, risks, dashboards and London Estate Board papers

#### 4.2 They key priority work areas for the LEDU are:

- (a) Launch of the first London Health and Care Estates Strategy – the draft document was shared with 200 + partners/stakeholders in the Autumn and has been revised to incorporate the feedback received. The document is currently being aligned with the NHS Long Term Plan and will then be updated to reflect the London Vision. London sub-regional estate strategies have been branded as ‘strong’ or ‘good’ so there is a solid foundation for the pan-London strategy.
- (b) Building and implementing the London capital pipeline – oversee the planning, management and implementation of a phased, prioritised capital pipeline for London. Circa 500 projects over ten years requiring £8b investment alongside a £2b disposal opportunity and land released for 12,500 new homes. Cloud-based Programme Management System to be implemented to enable robust management, monitoring and risk profiling of the pipeline, will be centrally managed by the LEDU with licences for the STPs and CCGs to enable system wide ‘ownership’ and use of data for strategic planning purposes.
- (c) Building the London surplus land pipeline – alongside the investment pipeline a surplus land pipeline is being developed for London. This will be phased and prioritised and interdependencies with investment requirements will be identified.
- (d) Alternative funding and delivery routes – recognising the need to explore alternative routes to capital and project delivery is a priority workstream for the LEB and the LEDU. Successful example on the St Ann’s Hospital site in Hackney where the GLA purchased the vacant land from the Trust and released capital for the Trust to reinvest in the transformation of the hospital alongside the delivery of up to 800 new homes, 50% of which will be affordable. Other similar examples are being explored with the GLA but also with the NHS Charities in London, Local Authorities, LIFT Co’s etc.
- (e) Homes for NHS staff pilot - focus on early win exemplar sites that can be brought forward to deliver new affordable homes for health and care staff. The pilot is being administered through the LEDU in partnership with One Public Estate (OPE), the GLA, the Cabinet Office and Department of Health and Social Care (DHSC). The output in the spring will be a toolkit for NHS organisations to use when considering the need for staff accommodation. The LEDU and GLA SPP team have contributed to the national guidance being produced for Trust’s by DHSC and NHS Improvement.
- (f) Better utilisation of the existing estate - a protocol and toolkit is currently under development working with the two NHS property companies.
- (g) Progression through the devolution gateways – the LEB is currently working with partners and stakeholders on a proposal to move to phase 3 of devolution, shadow decision making, from April 2019 with full decision making the following year. This will result in greater powers being devolved to London to oversee the development of business cases and demonstrating value for money, assurance and approval of business cases and the allocation of a devolved capital budget for London, subject to delegated financial limits.
- (h) Communication and Engagement – the LEB and LEDU supported by Healthy London Partnerships (HLP) has dedicated comms and engagement support. The work of the LEDU is showcased on the HLP website [www.healthy london.org/estates](http://www.healthy london.org/estates) where we have also published FAQs on the London estates devolution arrangements and wider workstream.

- (i) Building a team - the LEDU core and virtual team (subject to agreement of this proposal) comprises of circa 25 people. The proposal is for the LEDU core team to be based at Union Street, aligned to the Strategic Projects and Property team, with members of the virtual team hot desking on a regular basis to ensure strong working relationships are established and that the LEDU develops a fully integrated approach to project delivery.

## **5. Consultation**

- 5.1 In accordance with the GLA Staffing Protocol, formal consultation with the Chief of Staff (on behalf of the Mayor) and the Assembly's staffing committee (on behalf of the Assembly) is required for this proposal as five or more posts are affected. The Assembly has delegated its powers of consultation on staffing matters to the GLA Oversight Committee.
- 5.2 This paper seeks to consult the Assembly (via the Assembly's staffing committee, the GLA Oversight Committee). The Chief Officer will take their views into consideration when making her decision.

## **6. Legal Implications**

- 6.1 Under the Greater London Authority Act 1999 (as amended), the Head of Paid Service may, after consulting with the Mayor and the Assembly and having regard to the resources available and priorities of the Authority:
- (a) Appoint such staff as she considers necessary for proper discharge of the Authority's functions (section 67(2)); and
  - (b) Make such appointments on such terms and conditions as the Head of Paid Service thinks fit (section 70(2)).
- 6.2 The Assembly has delegated its powers of consultation on staffing matters to the Assembly's staffing committee, currently the GLA Oversight Committee.
- 6.3 After consultation with the Mayor and the Assembly, the Authority's Head of Paid Service – Staffing Protocol (the "Staffing Protocol"), was adopted by the Head of Paid Service in November 2009 and revised in July 2018. The Staffing Protocol sets out the Authority's agreed approach as to how the Head of Paid Service will discharge her staffing powers contained in sections 67(2) and 70(2) of the GLA Act 1999 (as amended). Paragraph 5.1 of the Staffing Protocol says that, "*The Head of Paid Service will consult the Chief of Staff, on behalf of the Mayor, and the Assembly's staffing committee, on behalf of the Assembly, on any 'major restructure;' namely the creation or deletion of five or more posts within any one unit.*" As set out above, the Assembly's staffing committee is currently the GLA Oversight Committee.
- 6.4 The proposals set out in this paper fall within the definition of a "major restructure" contained within the Staffing Protocol so require formal consultation with the Chief of Staff (on behalf of the Mayor) and the Assembly's staffing committee (on behalf of the Assembly). This paper seeks to consult the Assembly (via the Assembly's staffing committee, the GLA Oversight Committee) in line with the requirements set out in the Staffing Protocol.



6.5 The GLA should ensure that its Recruitment and Selection Policy and Equal Opportunities Policy are followed when recruiting to the vacant posts.

## 7. Financial Comments

7.1 The total LEDU costs for 19/20 are estimated at £800k. It is proposed that 50% of this is funded from the GLA's Housing and Land budget. It is proposed that this is in addition to the £200k contribution to health and care devolution in the Health team budget.

<b>Grade</b>	<b>Job Title</b>	<b>£ 19/20</b>	<b>£ 20/21</b>	<b>£ 21/22</b>	<b>Total £</b>
G15	Programme Director	146,000	148,000	153,000	<b>447,000</b>
G13*	Head of Strategic Finance and Delivery	103,000	105,060	107,161	<b>315,221</b>
G11* x2	Strategic Estates Advisors	150,000	153,000	156,060	<b>459,060</b>
G10	Data and Analytics Manager	71,000	72,420	73,868	<b>217,288</b>
G8*	Programme Manager	58,000	59,160	60,343	<b>177,503</b>
G8*	Business Manager	58,000	59,160	60,343	<b>177,503</b>
	Vacancy factor	-34,000	-35,000	-36,000	<b>-105,000</b>
	Independent LEB Co-Chair	50,000	50,000	50,000	<b>150,000</b>
	Non-pay costs including accommodation and consultant support	198,000	188,200	175,225	<b>561,425</b>
		<b>800,000</b>	<b>800,000</b>	<b>800,000</b>	<b>2,400,000</b>
*grade subject to HR evaluation					

7.2 The proposed funding source for Housing and Land for the LEDU is the GLA's dedicated Land Fund which includes £486m of new funding from the Ministry of Housing Communities and Local Government to support the unlocking or acquisition of sites for housing, and includes an allowance of 2% (£9.72m) of revenue support from which the GLA's costs of LEDU will be met. The GLA has agreed with wider London devolution partners a funding settlement of £400k per annum for a three-year period. The partners referenced in section 1.3 of this paper will match this funding to cover the total annual cost of the LEDU (£800k).

7.3 Over this period the LEDU will proactively work with partner organisations to try and recover the cost of resource provided on major schemes from project development costs. Other income generation initiatives will also be explored.

7.4 In addition to the LEDU core team a virtual team, comprising of estates and finance professionals employed by DHSC, NHS England and NHS Improvement, has been formed. The cost of resourcing the virtual team is being met by the respective partner organisations over and above the £400k match funding.

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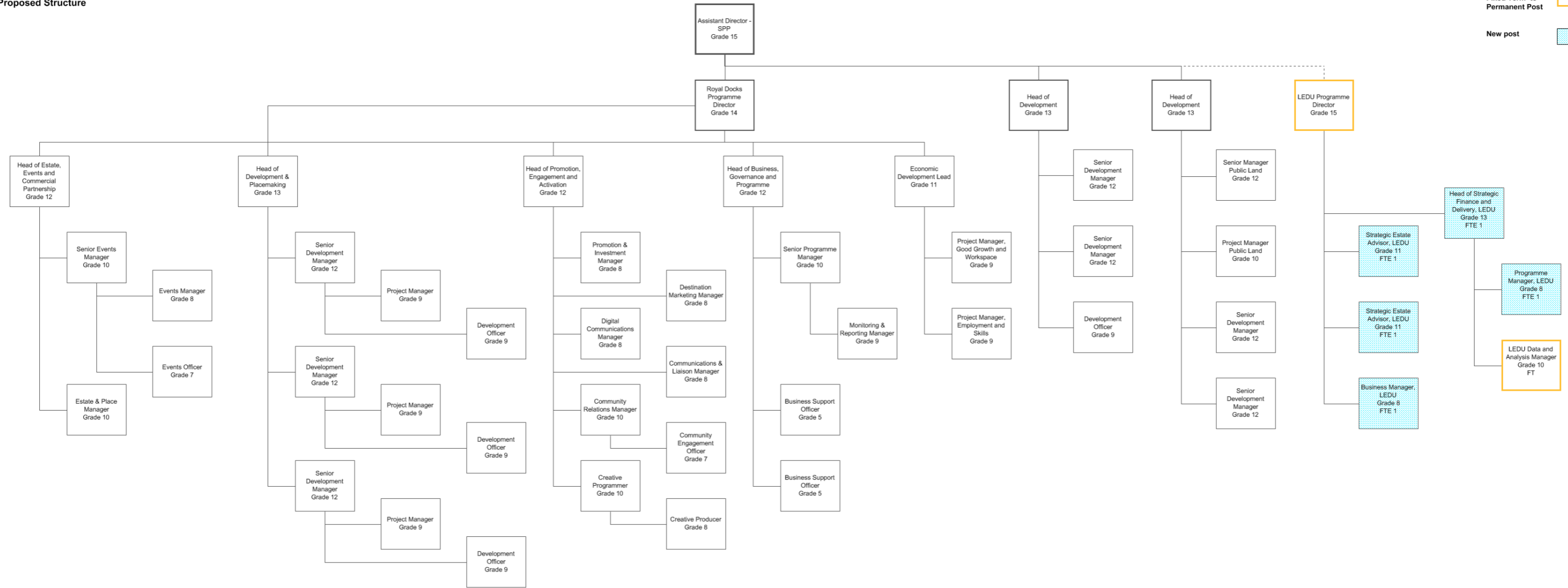
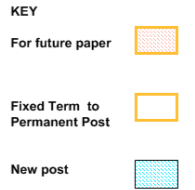
**List of Appendices to this report:**

Appendix 1- LEDU Proposed Structure 2019/20

Appendix 2- The Mayors Six Assurances for Strategic Transformation Partnerships (STP's)

<b>Local Government (Access to Information) Act 1985</b>
List of Background Papers:
None
Contact Officer: Sue Hardy, Programme Director, London Estates Delivery Unit
Telephone: 020 7084 2662
E-mail: <a href="mailto:sue.hardy@london.gov.uk">sue.hardy@london.gov.uk</a>

Strategic Projects and Property (SPP)  
Proposed Structure



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## Mayor's Six Assurances for STP's

- **Health inequalities and prevention of ill health**  
The impact of any proposed changes on health inequalities has been fully considered at an STP level. The proposed changes do not widen health inequalities and, where possible, set out how they will narrow the inequalities gap. Plans clearly set out proposed action to prevent ill-health.
- **Hospital beds**  
Given the need for hospital beds is forecast to increase due to population growth and an ageing population, any proposals to reduce the number of hospital beds will need to be independently scrutinised for credibility and to ensure these demographic factors have been fully taken into account. Any plans to close beds should also meet at least one of NHS England's newly introduced 'common sense' conditions:
  - Sufficient alternative provision (such as increased GLA or community services) in being put in place ahead of bed closures and/or
  - Specific new treatments or therapies will reduce specific categories of admissions and/or
  - Where a hospital has been using beds less efficiently than the national average there is a credible plan to improve performance without affecting patient care
- **Financial investment and savings**  
Sufficient funding is identified (both capital and revenue) and available to deliver all aspects of plans including moving resources from hospitals to primary and community care and investing in prevention work. Proposals to close the projected funding gap, including planned efficiency savings, are credible.
- **Social care impact**  
Proposals take into account a) the full financial impacts on local authority services (including social care) of new models of healthcare, and b) the funding challenges they are already facing. Sufficient investment is available from Government to support the added burden on local authorities and primary care.
- **Clinical support**  
Proposals to demonstrate widespread clinical engagement and support, including from frontline staff
- **Patient and public engagement**  
Proposals demonstrate credible, widespread, ongoing, iterative patient and public engagement, including with marginalised groups, in line with Healthwatch recommendations.

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<b>Subject: State of London Debate</b>	
<b>Report to: GLA Oversight Committee</b>	
<b>Report of: Assistant Director, External Relations</b>	<b>Date: 27 February 2019</b>
<b>This report will be considered in public</b>	

## 1. Summary

- 1.1 This report updates and consults the Committee on the proposals for the 2019 State of London Debate (SOLD).

## 2. Recommendations:

### 2.1 That the Committee:

- (a) **Notes the proposals for the State of London Debate, at Indigo at The O2, on Thursday 27 June 2019 contained in this report; and**
- (b) **Provides any views, ideas or suggestions on further ways to improve the State of London Debate as a consultative event.**

## 3. Background

- 3.1 The Greater London Authority Act 1999 (as amended) (the GLA Act) states that the Mayor should, once every financial year hold and attend an annual State of London Debate, which shall be open to all members of the public. It must take place during April, May or June and at least seven days after the publication of the Annual Report relating to the financial year last ended.
- 3.2 The form and procedure of the debate is left open to the Mayor to determine. The format of the debate must give members of the public an opportunity to speak. The Mayor must announce and publicise the venue for the debate a month in advance of the date.
- 3.3 The Annual Report 2018/19 will be published in June 2019.

## 4 Issues for Consideration

### 4.1 Venue

The event will take place at Indigo at The O2, Peninsula Square, London SE10 0DX. The venue has a total capacity of 1,600 people and has excellent local transport links.

## 4.2 **Date and Timings**

The event will be held on Thursday 27 June 2019 between 7.30pm and 9pm.

## 4.3 **Format**

An independent chair will facilitate the event which will include the Mayor on stage taking questions from the floor on a range of topics including transport, policing, housing and the economy. The Mayor will be joined on stage by Deputy Mayors for relevant topics.

## 4.4 **Public Engagement**

The event will be widely publicised and ticketed for those wanting to attend. The Marketing team are currently investigating the various opportunities for members of the public to engage.

4.5 Use of local networks and a number of other marketing and promotional initiatives, using both traditional marketing techniques (such as posters, leaflets and local press) and digital marketing techniques (listed in paragraph 4.6) will ensure the event continues to reach out to potential new audiences, whilst continuing to ensure audiences reflect London's diversity.

4.6 We will continue to use digital marketing to attract audiences including:

- Using social media tools, including Twitter and Facebook to engage with Londoners to have their say during and post event including the use of a tweet wall at the event;
- Creating opportunities for Londoners who are unable to attend in person to view/access the event online via live broadcast, Facebook live and post event having the transcript and highlight video available; and
- Enabling people to request and receive e-tickets via on-line registration.

## 4.7 **Media Partner**

We plan to reach out to the London media immediately to gain expressions of interest from those who may wish to be the media partner for the event. The aim of a media partner is to enable the event to be broadcast live.

## 4.8 **Accessibility**

Indigo at The O2 is a fully accessible venue. We will provide the following services: Palantypist, British Sign Language interpretation and an induction loop. There is also a dedicated DDA platform.

## 4.9 **Strategy Implications**

The State of London Debate contributes to the GLA's objective to increase awareness of the work the Mayor, the London Assembly and the GLA are doing on behalf of Londoners and to increasing understanding, engagement and participation in this work. It also links to the statutory requirement to deliver a State of London Debate by 30 June each year.

# 5 **Legal Implications**

5.1 The GLA Act requires the Mayor to host a State of London Debate:

5.2 Section 47 of the GLA Act requires the Mayor to hold a State of London debate annually, with the debate open to all members of the public.



- 5.3 The form (including the appointment of a person to preside over the debate), and procedure for the debate shall be determined by the Mayor after consultation with the Assembly. The GLA Act does not set out the form and procedure of the debate other than the requirement that it must be set up in a way so as to provide members of the public the opportunity to speak.
- 5.4 Section 47(6) of the Act states that the Mayor may determine the date of the debate provided that it is held in April, May or June, and at least 7 days after the publication of the Mayor's annual report.
- 5.5 At least one month prior to the date of the debate, the Mayor shall decide where the debate shall take place and shall notify the public of the date and the venue for the debate.
- 5.6 Annual Report: Section 46(1) of the GLA Act requires the Mayor to prepare an annual report as soon as practicable after the end of each financial year (31 March).

## 6 Financial Implications

- 6.1 It is envisaged that that the costs for the event will be up to £55,000, which can be met from the existing SOLD budget, which is managed by the External Relations Team. Any additional costs would be funded through sponsorship arrangements.

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### List of appendices to this report:

None

<b>Local Government (Access to Information) Act 1985</b>	
List of Background Papers: None	
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# Subject: Appointment to Chief Officer Performance Review Panel

**Report to: GLA Oversight Committee**

**Report of: Executive Director of Secretariat**

**Date: 27 February 2019**

**This report will be considered in public**

## 1. Summary

- 1.1 This report requests the GLA Oversight Committee consider the appointment of Caroline Pidgeon MBE AM to the Chief Officer Performance Review Panel.

## 2. Recommendation

- 2.1 **That the Committee appoints Caroline Pidgeon MBE AM to the Chief Officer Performance Review Panel.**

## 3. Background

- 3.1 The Head of Paid Service Performance Review Panel was established by the GLA Oversight Committee as a working group in May 2012 with the following term of reference:

*To conduct, in conjunction with the Mayor, the performance review process for the Authority's Head of Paid Service, reporting relevant matters requiring formal decision and/or for consideration as necessary to the GLA Oversight Committee.*

- 3.2 At its meeting of 15 May 2018, the Committee agreed to re-establish this Panel as a working group, and to rename it the Chief Officer Performance Review Panel. It also agreed that the Panel comprise one GLA Conservative Assembly Member, one Green Assembly Member, one Labour Assembly Member and one UKIP (now known as the Brexit Alliance Group) Assembly Member; and that the Committee appoints Members; and appoints the Chair of the Panel.

## **4. Issues for Consideration**

- 4.1 It is now proposed to appoint Caroline Pidgeon MBE AM to the membership of the Panel.

## **5. Legal Implications**

- 5.1 Section 55(4) of the GLA Act provides the Assembly may: “appoint one or more committees (“advisory committees”) to advise it on any matter relating to the discharge of its functions”. The Assembly may delegate its functions (except powers that are exercised jointly with the Mayor) to a committee, sub-committee or individual Member of the Assembly (sections 54(1) and 55(1)), but not to an advisory committee, which may only advise in accordance with section 55(4).
- 5.2 The political balance requirements of the Local Government and Housing Act 1989 and the Local Government (Committees and Political Groups) Regulations 1990 apply to any committees and sub committees established by the Assembly. This means that the allocation of seats on committees must be proportionate to the number of Members each party Group has on the Assembly as a whole.
- 5.3 Political proportionality must be applied to every ordinary and advisory committee or sub-committee established by the Assembly. The political balance requirements do not apply to the Chief Officer Performance Review Panel since it is not proposed that it is established as an ordinary sub-committee, but as a working group under Standing Order 8.5, and in accordance with the principles established by *R v Warwickshire District Council ex parte Bailey* [1999] COD 184.
- 5.4 As it is proposed that the Chief Officer Performance Review Panel is established as a working group and as such is not subject to access to information rules.
- 5.5 A working group or panel established under Standing Order 8.5 cannot exercise any function of the Assembly or determine any matter, other than to make a recommendation. Standing Order 8.5 also stipulates that a member of a working group or panel unable to attend a meeting may request any Assembly or co-opted member to attend in their stead.

## **6. Financial Implications**

- 6.1 There are no financial implications arising from the report.

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**List of appendices to this report:**

None

**Local Government (Access to Information) Act 1985**

List of Background Papers:

None

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# Subject: Work Programme for the GLA Oversight Committee

**Report to: GLA Oversight Committee**

**Report of: Executive Director of Secretariat**

**Date: 27 February 2019**

**This report will be considered in public**

## 1. Summary

- 1.1 This report provides details of the proposed work for the remaining meetings of the Committee for the Assembly Year 2018/19.

## 2. Recommendation

- 2.1 **That the Committee notes its work programme for the remainder of 2018/19, as set out in this report, and identifies any issues it wishes to consider at future meetings.**

## 3. Background

- 3.1 The GLA Oversight Committee has the following overall functions:

- Management and administration of the budget of the Assembly and Secretariat, and overseeing the Assembly's scrutiny work programme;
- Having oversight, on behalf of the London Assembly, of the Greater London Authority's (GLA) corporate governance policies and activities;
- Maintaining a watching brief in respect of the activities of the senior officers appointed by the Mayor; and
- Responding to consultations from the Head of Paid Service and scrutinising the Head of Paid Service function.

- 3.2 Additionally, it was agreed at the Assembly's Annual Meeting of 11 May 2012 that the GLA Oversight Committee's terms of reference include provision to scrutinise any actions or decisions taken by the Mayor on matters relating to education. The Committee can also scrutinise civil contingency arrangements in London, the provision of services to the public and the performance of utilities in London.

## **4. Issues for Consideration**

4.1 The main work areas of the Committee are summarised below.

### **Assembly Budget and Scrutiny Work Programme**

4.2 The Committee allocates the Assembly's budget and receives a report in March each year on that subject (following the approval of the overall amount of the budget and in advance of the start of the financial year in question).

4.3 The Committee receives quarterly monitoring reports from the Secretariat, scheduled for the Committee meetings in June, September, November and January.

4.4 The Committee approves individual proposals for non-routine expenditure from the scrutiny programme budget which are referred to the Committee by the subject-related committees during the year. The timing of these reports depends upon when the subject-related committees approve projects and refer proposals for expenditure.

4.5 The Committee approves proposals for rapporteurships referred from subject-related committees during the course of the year.

4.6 The Committee also has the power to consider any issue which does not fall into the remit of one of the subject-related committees (for instance, cross-cutting equalities and governance issues).

### **Staffing Consultations and Appointments**

4.7 The Committee will be invited to respond to consultations from the Chief Officer (as Head of Paid Service) from time to time during the year. The Chief Officer presented a paper to the GLA Oversight Committee meeting on 11 December 2018 detailing staffing related papers that would be presented to the Committee through to March 2019. These are reflected in the work programme.

4.8 The Assembly has a role in appointing the statutory officers to the Authority, and this Committee has delegated authority to fulfil that role as and when the need arises. At its meeting on 22 May 2012, the GLA Oversight Committee agreed that the Head of Paid Service Performance Review Panel (renamed the Chief Officer Performance Review Panel) be established as a working group, and this meets bi-annually (with the most recent meeting held 7 February 2019).

### **Other Items of Consideration**

4.9 At its meeting on 21 March 2013, the Committee asked that it be consulted formally on the annual staff pay review. The Committee last considered this item at its meeting of 17 July 2018.

4.10 At its meeting on 25 February 2014, the Committee agreed to receive details of the progress made to address GLA workforce equalities issues, dealt with as part of the Committee's regular Workforce Monitoring Report and update.



### Scrutiny of the Chief Officer Function

- 4.11 In addition to the consultation reports on staffing related matters, the Committee usually receives reports on the following issues during the course of the year:
- Annual Workforce Monitoring Report, incorporating complaints monitoring (plus a six-monthly update); and
  - Governance.
- 4.12 The Committee also receives a report on the Draft Annual Governance Statement (last dealt with by the Committee at its meeting on 17 July 2018).

### Meeting Dates

- 4.13 The table set out below shows the Committee's remaining meeting dates for the 2018/19 Assembly year and agenda items. This timetable and agenda items are reviewed and updated as appropriate.

Date of meeting	Main Agenda Items (subject to agreement)
19 March 2019	<ul style="list-style-type: none"><li>• Chief Officer Consultation Report – Consultation regarding the Greater London Authority's pay and grading structure</li><li>• Changes to the GLA Establishment – Secretariat Scrutiny Team</li><li>• Allocation of Assembly Budget</li><li>• The Mayor's Annual Equalities Report 2018/19</li></ul>

## 5. Legal Implications

- 5.1 The Assembly has the power to establish committees to discharge its functions, and the GLA Oversight Committee is one such committee. The work programme is in accordance with the GLA Oversight Committee's terms of reference.

## 6. Financial Implications

- 6.1 There are no financial implications for the purposes of this report.

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**List of appendices to this report:** None.

### Local Government (Access to Information) Act 1985

List of Background Papers: None.

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