

MAYOR OF LONDON

David Prout

Director General High Speed 2 Group
Department for Transport
Great Minster House
33 Horseferry Road
London SW1P 4DR

Date: 24 MAR 2015

Dear Mr Prout

Appointment to the Old Oak and Park Royal Development Corporation Board

I am delighted to confirm your appointment as Board member of the Old Oak and Park Royal Development Corporation (OPDC). I believe you will make a real difference to the work of the Board which will be instrumental in delivering one of the capital's biggest regeneration opportunities since the Olympic and Paralympic Games, and I thank you in advance for your forthcoming service.

I enclose the Terms of Appointment, the Code of Conduct of the OPDC, a Form for Registration of Gifts and Hospitality and a Register of Interests form. To formally confirm your acceptance of the role and your agreement to adhere to the Terms of Appointment and Code of Conduct, could you please sign, date and return a copy of the attached Terms of Appointment to James Varley, the Secretary to the Board, as soon as possible at the address below.

Your appointment will start as of 1 April 2015 and conclude on 31 March 2019. At the end of this term you will cease to be Member of the OPDC unless reappointed, notwithstanding my right to terminate the appointment sooner as per the attached Terms of Appointment.

Any proposed allowances for positions on the Board, and its Committees and Sub-Committees, will be set out in the OPDC's Scheme of Allowances, a draft of which is to be discussed by the Board on 1 April 2015. I will then take a final decision on any allowances to be paid, following the Board's discussion.

I look forward to working with you and do hope that you will be able to attend the first meeting of the Board which will take place on 1 April 2015 from 2pm at City Hall. Please confirm your availability to attend the meeting to James Varley on 020 7983 4613 or by email at james.varley@london.gov.uk, who will also be in contact to brief you further regarding the Board.

Yours sincerely



Boris Johnson
Mayor of London

Encs.

TERMS OF APPOINTMENT: OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION

1. Appointment

- 1.1 You are appointed as a Member of the Old Oak and Park Royal Development Corporation (the OPDC) with effect from 1 April 2015 and will continue. You shall hold this position for the period confirmed in your appointment letter.
- 1.2 The Board and its Members are subject to the Protocol for Mayoral Appointments, as is approved by the Mayor of London from time to time.
- 1.3 The Mayor may remove you as a member of the OPDC with immediate effect if:
 - you have been absent from meetings of the Corporation for more than 3 months without the permission of the Corporation,
 - you have become bankrupt or you have made an arrangement with your creditors,
 - debt relief order is made in respect of you (see Part 7A of the Insolvency Act 1986), or
 - you are a person in respect of whom a debt relief restrictions order has effect (see Schedule 4ZB to that Act), or
 - in the opinion of the Mayor, you have failed to comply with the terms of this appointment or you are otherwise unable, unfit or unsuitable to exercise your functions as a member of the MDC.

2. Duties and Responsibilities

- 2.1 As a Board Member you will work to ensure the Board fulfils its role as set out in the Constitution. This will entail participation in meetings of the Board and any Board sub-groups on which you agree to sit. This may also entail representing the Board in wider fora and, as appropriate, publicly.

3. Principal accountabilities of the Board

- To provide entrepreneurial leadership of the Corporation operating within its overall statutory framework;
- To provide the necessary leadership and decision making to achieve the comprehensive regeneration of Old Oak and Park Royal Mayoral Development Area;
- To provide prudent and effective controls appropriate to a body responsible for the use of public funds, which ensure that high standards of corporate governance and financial management are observed and which enable risk to be assessed and managed;
- To ensure the necessary financial and human resources are in place for the Corporation to achieve its objectives;
- To set the Corporation's values and standards and ensure that the Objectives and obligations to others are understood and met;
- To prepare an annual budget and capital spending plan for each financial year for consideration by the Mayor in accordance with the Mayor's annual budget timetable and procedure;
- As soon as practicable after the end of each financial year ensure that an annual report is prepared by the Corporation including the audited accounts for submission to the Mayor and the London Assembly;
- To ensure that proper regard is had to any guidance given by the Mayor as to the exercise of the Corporation's functions.

4. Attendance

- 4.1 The time commitment for this appointment is expected to be 2 to 3 days per month, plus additional time as required to properly fulfil your role and responsibilities. This will include attendance at 10 board meetings in London per year and representing the board as required at meetings, functions and events as necessary.
- 4.2 By accepting this appointment you will be confirming that you are able to allocate sufficient time to meet the expectations of the role. If you are appointed to a Committee of the OPDC or to chair such a Committee you should not accept that appointment if you do not think you can allocate the time to fulfil your role on it. The OPDC will take on significant planning responsibilities on 1 April 2015 and will appoint a Planning Committee to discharge some of its planning functions.
- 4.3 The agreement of the Mayor should be sought before you accept additional commitments that might affect the time you are able to devote to your role as a member of the OPDC.
- 4.4 If you are unable to attend a meeting, you are asked to inform the Board Secretary, James Varley (james.varley@london.gov.uk / 020 7983 4613), as soon as is reasonably practicable.

5. Remuneration

- 5.1 Board member allowance is a matter for Mayoral approval. Details on the allowances that are to be paid to Board positions will be provided to you separately.

6. Code of Conduct and Register of Interests

- 6.1 When undertaking work in connection with the Board, Members are required to agree to comply with the standards and processes relating to conduct set out in the Code of Conduct that is appended to the Corporation's Standing Orders, and any relevant applicable provisions of the GLA Group's Corporate Governance Framework Agreement (as is approved by the Mayor of London, following consultation with the functional bodies from time to time). This includes provisions in relation to adhering to the seven principles of public life ('the Nolan principles') and the potential disclosure and registration of interests.
- 6.2 The OPDC will maintain a register of members' interests and publish the details recorded in it at its principal offices and on its website. You must notify the Secretariat of any change to the registerable interests notified to the Mayor when considering your appointment promptly and in any event no later than 28 days after you become aware of or ought to have become aware of the change.

7. Criminal Offences

- 7.1 In the event that any charges are brought against you for any criminal offence (save for a road traffic offence carrying a maximum penalty of a non-custodial sentence), then this should be reported in writing to the OPDC's Chief Executive Officer) as soon as possible.

8. Confidentiality

- 8.1 You acknowledge that in the ordinary course of conducting the role of a Board Member you may receive information about the policies and business of public and commercial bodies that is confidential or is commercially or politically sensitive, which may not be readily available to other bodies or to the general public and which if disclosed could be liable to cause significant harm to the Board, the OPDC and/or any of these bodies.

- 8.2 You will not during the period of the appointment obtain or seek to obtain any financial advantage (direct or indirect) from the use of or disclosure of such information acquired by you in the course of the appointment.
- 8.3 You will not either during the period of appointment (including without limitation any period of absence or exclusion) or after its termination without limit in time, for your own purposes or for any purposes other than as agreed by the OPDC Chief Executive Officer, use or divulge or communicate to any person, firm, company or organisation, any secret or confidential information acquired or discovered by you in the course of the appointment relating to the private affairs or business of the OPDC.
- 8.4 The restrictions contained in this paragraph 7 do not apply to:
- 8.4.1 any disclosure authorised by OPDC Chief Executive Officer or required in the ordinary and proper course of the appointment or as required by the order of a court of competent jurisdiction or by an appropriate regulatory authority or as otherwise required by law; or
- 8.4.2 any information which you can demonstrate as being already in the public domain otherwise than as a result of a breach by you of your obligations under this paragraph; or
- 8.4.3 a disclosure made in accordance with the Public Interest Disclosure Act 1998.
- 8.5 Nothing in this paragraph restrains nor purports to restrain you making fair comment or proper disclosure, taking account of any relevant guidance from time to time issued by the OPDC's statutory officers.

9. Data Protection

- 9.1 You consent to the OPDC holding and processing any information about yourself which you provide to the OPDC or which they may acquire as a result of the appointment. You consent to the OPDC holding and processing any sensitive personal data about you ("sensitive personal data" having the meaning given to it in the Data Protection Act 1998 as amended from time to time).
- 9.2 You consent to the publication of details of the expenses paid to you under paragraph 4 of these terms of appointment and of any other information in relation to your appointment.

10. Termination of the Appointment

- 10.1 In addition to the provisions of section 1.3 (above), your appointment as a member of the OPDC Board may be terminated:
- By the Mayor following consultation with the Chair, at any time by giving written notification to you such termination having immediate effect;
 - By you at any time by giving one month's notice in writing to the Mayor; or
 - Without prejudice to 9.1 above, by the Mayor following consultation with the Chair, if you persistently fail to attend Board meetings or meetings with OPDC Officers without reasonable justification and written notification of such termination will have immediate effect.
- 10.2 You will not in any circumstances be entitled to any compensation for loss of office or by reason of your removal or otherwise ceasing to be a member of the Corporation.

11. Status

- 11.1 You acknowledge that your appointment as a Board Member does not render you an employee of the OPDC or GLA under a contract for services or consultancy.

12. Variation

- 12.1 No variation of these terms of appointment shall be effective unless such variation is in writing and has been signed by or on behalf of the parties.

13. Acceptance

Please confirm your agreement to the terms as set out above by signing the endorsement on the enclosed copy of this letter and sending it, along with the completed form declaring your registerable interests, to James Varley, OPDC Board Secretary, Greater London Authority, City Hall, London SE1 2AA (to arrive no later than 1 April 2015).

I acknowledge receipt of this letter and confirm my agreement to the Mayor appointing me as a member of the OPDC Board on the terms set out therein. I enclose the duly completed form setting out my registerable interests.

Signed: James Varley

Date: 25/3/15

CODE OF CONDUCT
Old Oak and Park Royal Development Corporation

1. Introduction and interpretation

(1) This Code applies to you as a member of the Old Oak and Park Royal Development Corporation (the Corporation) and to your work in connection with the Board or any Committee or Sub-Committee and its business.

(2) It is your responsibility to comply with the provisions of this Code, including as amended from time to time.

(3) In this Code—

(a) “Corporation” means the Old Oak and Park Royal Development Corporation;

(b) “business or work of the Corporation” (and cognate expressions) includes any meeting or other activity performed by you in connection with the work of the Corporation in relation to it, including with other Board Members and/or Officers.

(c) “Member” means a member of the Board, Committee or Sub-Committee of the Board “;

(d) “the Board, Committee or Sub Committee” means the Board of the Old Oak and Park Royal Development Corporation or Committee or Sub Committee of the Board

2. Standards in public life

As a person covered by this Code you must observe the seven principles of public life (‘the Nolan Principles’) set out below in your work on the Board, Committee or Sub Committee:

(1) **Selflessness** - You should act solely in terms of the public interest. You should not do so in order to gain financial or other material benefits for themselves, their family, or their friends.

(2) **Integrity** - You should not place yourself under any financial or other obligation to outside individuals or organisations that might seek to influence them in the performance of their official duties.

(3) **Objectivity** - In carrying out public business, including making public appointments, awarding contracts, or recommending individuals for rewards and benefits, you should make choices on merit.

(4) **Accountability** - You are accountable for your decisions and actions to the public and must submit yourself to whatever scrutiny is appropriate to your office.

(5) **Openness** - You should be as open as possible about all the decisions and actions that you take. You should give reasons for their decisions and restrict information only when the wider public interest clearly demands.

(6) **Honesty** - You have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest.

(7) **Leadership** - You should promote and support these principles by leadership and example.

3. Interests

(1) It is recognised that Board, Committee or Sub Committee members will also have strategic decision making positions in other organisations whose activities relate to the Board's work. This is welcomed as it helps provide valuable links and intelligence for the Board and the Corporation. However, issues may potentially arise regarding transparency in decision making, in particular where Board, Committee or Sub Committee members have already been involved in making decisions within other organisations on topics which are being considered by the Corporation. Therefore, it is important that Board and Committee Members – when acting in their capacity as OPDC Members – comply with the following requirements.

Declaration of interests

(2) As a Board, Committee or Sub-Committee member, you are required to:

- Register (using the prescribed form) and declare (at relevant meetings) interests in accordance with the statutory Disclosable Pecuniary Interests regime; and
- Act in accordance with the Principles of Public Life, including in particular the need to be open about any non-pecuniary interests that you or your partner holds that are relevant to the work of the Corporation. For these purposes, the nature of an interest would be one that, if a member of the public knew the relevant facts, he/she would regard it as being so significant that its existence was likely to prejudice your judgement of the public interest when undertaking the work of the Board.

(3) You must provide a completed Declaration of Interests to the Corporation's Chief Executive Officer within 28 days of becoming a Member, and thereafter within 28 days of you becoming aware of any new personal interest or change to any personal interest.

Action where a conflict of interest arises

(4) If you have a pecuniary interest - and a resulting conflict of interest - in the Board's work (as above) you must:

- (a) declare the existence and nature of the pecuniary interest to the Corporation's Chief Executive Officer as soon as possible, and provide the relevant details in writing if you have not already done so in the Standing Declaration of Interests referred to at paragraph (2) above;
- (b) seek the Corporation's Chief Executive Officer's advice as to any consequences for your work on the Board and any action you should take to remove any conflict;

- (c) not participate in the Board's work or that part of its work (including meetings, where you should leave the room) where the conflict or potential conflict arises; and
- (d) not seek to influence any other Board, Committee or Sub Committee Member, Officer of the Corporation or other relevant person in relation to it.

4. Gifts and hospitality

(1) As a Member of the Board you are required to register any gifts or hospitality worth £25 or over that you receive in connection with your role on the Board. However you must at all times be, and be seen to be, fair, impartial and unbiased. As such:

- Gifts and hospitality should not be, or seen to be, part of usual business; any acceptance should be infrequent.
- Within 28 days of receiving gift(s) and/or hospitality in connection with your official duties with a value of £25 or more, you must register those items with the Monitoring Officer including providing details of the source of the gift or hospitality and your reason for accepting it.

Acceptance of gifts and hospitality

(2) For the purpose of this Code, gifts are defined as including (but are not limited to):

- (a) The free gift of any goods or services (including tickets or invitations to events etc.).
- (b) The opportunity to acquire any goods or services at a discount or at terms not available to the general public.
- (c) The opportunity to obtain goods or services not available to the general public.

(3) Hospitality is taken to refer to the offer of food, drink, accommodation or entertainment, (except that which is provided by the Corporation) or the opportunity to attend any cultural, business or sporting event. Common hospitality includes lunches or dinners provided by external bodies or tickets to events.

5. Other benefits and favours

Be cautious when purchasing anything, or when additional services, privileges, discounts or advantages are offered, which might be related to your position at the GLA. This might include the opportunity to acquire any goods or services at a discount or at terms not available to the general public. This does not include discounts which may have been negotiated by the GLA on behalf of all staff, for example discounted membership fees at a fitness centre.

6. Principles to Apply in Relation to Gifts and Hospitality

In deciding whether it is appropriate to accept any gift or hospitality you must apply the following principles:

- Do not accept a gift or hospitality as an inducement or reward for anything you do at the GLA. If you have any suspicion that the motive behind the gift or hospitality is an inducement or reward you must decline it;

- Do not accept a gift or hospitality of significant value or whose value is excessive in the circumstances; do not accept a gift or hospitality if you believe it will put you under any obligation to the provider as a consequence; do not solicit any gift or hospitality and avoid giving any perception of so doing.
- You must be clear as to the value of the gift / hospitality at the time that you agree to accept it; where the actual value of a gift or hospitality is not known or is not reasonably obtainable, you must decide how much a person could reasonably be expected to pay for it at a commercial rate;
- For staff, offers of hospitality should be accepted only with the prior approval of your Director; prior approval by the relevant Director of gifts should also be sought by staff where it is possible to do so;
- You should declare receipt of any gift or hospitality that an ordinary member of the public might reasonably deem to be significant (e.g. the identity of the provider or the wider context in which the item was provided), regardless of its formal cash value;
- Do not accept a gift or hospitality: from parties involved with the Authority in a competitive tendering or other procurement process; from applicants for planning permission and other applications for licences, consents and approvals; from applicants for grants, including voluntary bodies and other organisations applying for public funding; from applicants for benefits, claims and dispensations; or from parties in legal proceedings with the Authority.

7. Items that do not need to be declared

- As a general rule, you will not need to declare:
- Gifts and hospitality that is wholly and clearly unrelated to your position at the Corporation;
- The acceptance of facilities or hospitality provided to you by the Corporation and/or working meals including meals taken in the course of attending (following approval, for members of staff) meetings or conferences or training courses where they are provided to all attendees as part of the event;
- Attendance at formal functions as a representative of the Corporation and attendance at formal social functions in relation to which invitations have been issued to all members of staff; or
- Attendance at information gathering or sharing events with public or charitable / think tank bodies, such as meetings with representatives of the GLA, local authorities and Government departments / agencies, other public sector organisations.

You are not required to declare gifts and/or hospitality that have been offered but declined. However, you should report to the Chief Executive Officer) any offers you have declined that could be perceived as significant or controversial. The key criteria would be whether the offer was novel (i.e. unusual) and frequency/persistence of the offer. Such offers would not be published on the gifts and hospitality register; reporting of any such offers would, however, allow action to be taken corporately and/or further guidance to be given where necessary.

8. Making a declaration

- You must declare any gift or hospitality of £25 or over that you receive in connection with your official duties with the Corporation, the source of the gift or hospitality, and your reason for accepting it;
- You must register the form/declaration with the Chief Executive Officer within 28 days of receiving it; and
- You must include within the form/declaration the actual value of the gift or hospitality or its value estimated in accordance with this guidance.

Registration of gifts and hospitality

- (1) The receipt of a gift, benefit or hospitality must be registered with the Corporation within 28 days of the date of receipt.
- (2) A summary list of all gifts and hospitality declared by Members of the Board, Committee or Sub Committee will be published on the Corporation's website.

This Code may be amended from time to time by the Mayor of London.

OPDC - Form for Registration of Gifts and Hospitality

To: The Chief Executive Officer

Name	
Role in Corporation:	
<i>Mandatory requirements for declarations</i>	
Date of gift / benefit / hospitality	
Details of gift / benefit / hospitality	
Estimated value of gift / benefit /hospitality	
Person / body providing gift / benefit / hospitality	
Reason for acceptance	

Declaration			
I declare that the receipt of the above described gift / benefit / hospitality is appropriate for the reason stated and accords with the OPDC policy and procedure for the acceptance of gifts and hospitality.			
Signed		Date	

Received by Monitoring Officer:.....
Registered:.....

Old Oak and Park Royal Development Corporation (the Corporation) REGISTER OF INTERESTS

Notification of Personal Interests Of Mayoral Appointees (non-GLA staff)

I, (full name)

DAVID PRUIT

1. GIVE NOTICE that I have the following interests which relate to or are likely to affect the business of the Authority (please state "None" where appropriate rather than leaving boxes blank):

(a) (i) I am a member of or hold a position of general control or management of the following body/ies to which I have been appointed or nominated by the Corporation e.g. any outside body to which you are appointed by the Mayor (including functional bodies) but do not include Corporation Committees.

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(a) (ii) (aa) I am a member of or hold a position of general control or management of the following body/bodies exercising functions of a public nature e.g. Health Authority/PCT, Higher Education Establishment, other Councils, school governing bodies.

DIRECTOR GENERAL, HIGH SPEED 2, DEPT FOR TRANSPORT

(a) (ii) (bb) I am a member of or hold a position of general control or management of the following body/ies directed to charitable purposes.

/

(a) (ii) (cc) I am a member of or hold a position of general control or management of the following body/ies whose principal purposes include the influence of public opinion or policy e.g. political party or trade union.

/

[Empty box]

(a) (iii) Nature of any employment/self-employment/or business

CIVIL SERVANT

(a) (iv) Name(s) of my employer(s) or name of the people who have appointed me to work for them

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(a) (vi) Name(s) of any person or body/ies having a place of business or land in the Corporation's area, and in which I have a beneficial interest in a class of securities¹ of that person or body/those bodies that exceeds the nominal value of £25,000, or one hundredth of the total issued share capital of that person or body/those bodies (whichever is the lower).

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(a) (vii) Description of any contract for goods, services or works made between the Corporation and myself or a firm in which I am a partner, a company of which I am a director, or a person or body of the description specified in (a) (vi) above.

/

(a) (viii) Any gifts or hospitality I have received from any person which has an estimated value of £25 or more

(see separate forms and database) /

(a) (ix) Address or other description (sufficient to identify the location) of any land in which I have a beneficial interest and which is in the area of the Corporation (including your own home).

See note 2 43 ~~105~~ LAWRENCE RD LONDON NW5 2LG

(a) (x) Address or other description (sufficient to identify the location) of any land where the landlord is the Corporation and the tenant is me or a firm in which I am a partner, a company of which I am a director, or a person or body of the description specified in (a) (vi) above.

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¹ Securities" means shares, debentures, debenture stock, loan stock, bonds, units of a collective investment scheme within the meaning of the Financial Services and Markets Act 2000 and other securities of any description, other than money deposited with a building society.

(a) (xi) Address or other description (*sufficient to identify the location*) of any land in the Corporation's area in which I have a licence (alone or jointly with others) to occupy for 28 days or longer.

Date

David Hunt

Signed

25/3/15

NOTE 1 - A Mayoral Appointee should within 28 days of becoming aware of any changes to the interests stated above, provide written notification to the Corporation's Proper Officer (Victoria Hills – Victoria.hills@opdc.london.gov.uk/ 020 7983 4212) of that change.

NOTE 2 – Where you consider any of the information requested from you in this form is sensitive information (because its availability for public inspection creates or is likely to create a serious risk for you or a person who lives with you) you must contact the Proper Officer and get his/her agreement that you do not need to include that information. This also applies to additional interests and/or changes to your form. If sensitive information excluded from your form is no longer sensitive you must add this information to your form within 28 days of becoming aware of this. For these purposes the property within which you live should be separately set out and given to the monitoring Officer who will hold it secure and confidential.