



Meeting of the

KING GEORGE'S FIELD CHARITY BOARD

Wednesday, 18 July 2012 at 6.30 p.m.

A G E N D A

VENUE

Council Chambers, 1st Floor, Town Hall, Mulberry Place, 5 Clove
Crescent, London, E14 2BG

Members:

Mayor Lutfur Rahman	(Leader of the Council)
Councillor Ohid Ahmed	(Deputy Leader of the Council)
Councillor Rofique U Ahmed	(Cabinet Member for Regeneration)
Councillor Shafiqul Haque	(Cabinet Member for Jobs and Skills)
Councillor Shahed Ali	(Cabinet Member for Environment)
Councillor Abdul Asad	(Cabinet Member for Health and Wellbeing)
Councillor Alibor Choudhury	(Cabinet Member for Resources)
Councillor Rabina Khan	(Cabinet Member for Housing)
Councillor Rania Khan	(Cabinet Member for Culture)
Councillor Oliur Rahman	(Cabinet Member for Children's Services)

[Note: The quorum for this body is 3 Members].

If you require any further information relating to this meeting, would like to request a large print, Braille or audio version of this document, or would like to discuss access arrangements or any other special requirements, please contact: Evelyn Akoto, Democratic Services, Tel: 020 7364 4207, E-mail: evelyn.akoto@towerhamlets.gov.uk

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LONDON BOROUGH OF TOWER HAMLETS

KING GEORGE'S FIELD CHARITY BOARD

Wednesday, 18 July 2012

6.30 p.m.

SECTION ONE

- 1. ELECTION OF CHAIR FOR THE MUNICIPAL YEAR 2012/2013**
- 2. ELECTION OF VICE-CHAIR FOR THE MUNICIPAL YEAR 2012/2013**
- 3. APOLOGIES FOR ABSENCE**

To receive any apologies for absence.

- 4. DECLARATIONS OF INTEREST**

To note any declarations of interest made by Members, including those restricting Members from voting on the questions detailed in Section 106 of the Local Government Finance Act, 1992. See attached note from the Chief Executive.

	PAGE NUMBER	WARD(S) AFFECTED
5. UNRESTRICTED MINUTES		
To confirm as a correct record of the proceedings the unrestricted minutes of the meeting of the Board held on 7 March 2012 and 4 April 2012.	3 - 12	
6. REPORTS FOR CONSIDERATION		
6.1 TERMS OF REFERENCE (KGFCB) 001/1113	13 - 16	
6.2 TFL Cycle Hire Scheme Eastern Extension: Mile End Docking Stations	17 - 26	

- 7. EXCLUSION OF THE PRESS AND PUBLIC**

In view of the contents of the remaining items on the agenda the Committee is recommended to adopt the following motion:

“That, under the provisions of Section 100A of the Local Government Act 1972, as amended by the Local Government (Access to Information) Act 1985, the press and public be excluded from the remainder of the meeting for the consideration of the Section Two business on the grounds that it contains information defined as Exempt in Part 1 of Schedule 12A to the Local Government Act, 1972.”

EXEMPT SECTION (Pink Papers)

The exempt committee papers in the agenda will contain information, which is commercially, legally or personally sensitive and should not be divulged to third parties. If you do not wish to retain these papers after the meeting, please hand them to the Committee Officer present.

	PAGE NUMBER	WARD(S) AFFECTED
8. EXEMPT MINUTES		
To confirm as an accurate record of the proceedings the exempt minutes of the meeting of the Board held on 7 March 2012.	27 - 28	
9. ANY OTHER BUSINESS WHICH THE CHAIR CONSIDERS TO BE URGENT		

Agenda Item 4

DECLARATIONS OF INTERESTS - NOTE FROM THE CHIEF EXECUTIVE

This note is guidance only. Members should consult the Council's Code of Conduct for further details. Note: Only Members can decide if they have an interest therefore they must make their own decision. If in doubt as to the nature of an interest it is advisable to seek advice **prior** to attending at a meeting.

Declaration of interests for Members

Where Members have a personal interest in any business of the authority as described in paragraph 4 of the Council's Code of Conduct (contained in part 5 of the Council's Constitution) then s/he must disclose this personal interest as in accordance with paragraph 5 of the Code. Members must disclose the existence and nature of the interest at the start of the meeting and certainly no later than the commencement of the item or where the interest becomes apparent.

You have a **personal interest** in any business of your authority where it relates to or is likely to affect:

- (a) An interest that you must **register**
- (b) An interest that is not on the register, but where the well-being or financial position of you, members of your family, or people with whom you have a close association, is likely to be affected by the business of your authority more than it would affect the majority of inhabitants of the ward affected by the decision.

Where a personal interest is declared a Member may stay and take part in the debate and decision on that item.

What constitutes a prejudicial interest? - Please refer to paragraph 6 of the adopted Code of Conduct.

Your personal interest will also be a prejudicial interest in a matter if (a), (b) and either (c) or (d) below apply:-

- (a) A member of the public, who knows the relevant facts, would reasonably think that your personal interests are so significant that it is likely to prejudice your judgment of the public interests; AND
- (b) The matter does not fall within one of the exempt categories of decision listed in paragraph 6.2 of the Code; AND EITHER
- (c) The matter affects your financial position or the financial interest of a body with which you are associated; or
- (d) The matter relates to the determination of a licensing or regulatory application

The key points to remember if you have a prejudicial interest in a matter being discussed at a meeting:-

- i. You must declare that you have a prejudicial interest, and the nature of that interest, as soon as that interest becomes apparent to you; and
- ii. You must leave the room for the duration of consideration and decision on the item and not seek to influence the debate or decision unless (iv) below applies; and

- iii. You must not seek to improperly influence a decision in which you have a prejudicial interest.
- iv. If Members of the public are allowed to speak or make representations at the meeting, give evidence or answer questions about the matter, by statutory right or otherwise (e.g. planning or licensing committees), you can declare your prejudicial interest but make representations. However, you must immediately leave the room once you have finished your representations and answered questions (if any). You cannot remain in the meeting or in the public gallery during the debate or decision on the matter.

LONDON BOROUGH OF TOWER HAMLETS

MINUTES OF THE KING GEORGE'S FIELD CHARITY BOARD

HELD AT 4PM ON WEDNESDAY, 7 MARCH 2012

**ROOM M72, TOWN HALL, MULBERRY PLACE, 5 CLOVE CRESCENT, LONDON,
E14 2BG**

Members Present:

Mayor Lutfur Rahman (Chair)	(Mayor)
Councillor Ohid Ahmed (Vice-Chair)	(Deputy Mayor)
Councillor Rofique U Ahmed	(Cabinet Member for Regeneration)
Councillor Shafiqul Haque	(Cabinet Member for Jobs and Skills)
Councillor Shahed Ali	(Cabinet Member for Environment)
Councillor Abdul Asad	(Cabinet Member for Health and Wellbeing)
Councillor Alibor Choudhury	(Cabinet Member for Resources)
Councillor Rabina Khan	(Cabinet Member for Housing)
Councillor Oliur Rahman	(Cabinet Member for Children's Services)

Other Councillors Present:

Officers Present:

Stephen Adams	– Finance & Resources Manager, CLC
Ms J. Bell	– Head of Legal Services, Environment
Kevin Pulsford	– Principal Asset Manager, D&R
Michael Rowan	– Director of Mile End Park
Evelyn Akoto	– Democratic Services

1. APOLOGIES FOR ABSENCE

An apology for absence was received from Councillor Rabina Khan.

RESOLVED

That the apologies for absence be noted.

2. DECLARATIONS OF INTEREST

No declarations of personal or prejudicial interests were made.

3. UNRESTRICTED MINUTES

As part of matters arising, the Mayor asked officers to provide him with information on the Zeera restaurant, namely the last rent review and information on the break laws and why it was not activated. In response, the

Director of Mile End Park referred members to page 110 of the report. Members were also informed that the next rent review will be in June 2012.

A member raised concerns that the first agenda contained inaccurate information, and highlighted that making such mistakes can have serious consequences for the council.

The Mayor reiterated the caution and asked that officers ensure reports are accurate before circulation, as it can be challenged.

Officers noted the concern.

RESOLVED

That the unrestricted minutes of the meeting of the King George's Field Charity Board held on 20 July 2011 and 23 November 2011 be agreed as correct records, and the Chair be authorised to sign them accordingly.

4. KING GEORGE'S FIELDS CHARITABLE TRUST ANNUAL ACCOUNTS, 2010/2011 (KGFCB 006/1112)

Stephen Adams, Finance & Resources Manager CLC, presented the King George's Fields Trust annual accounts to the committee.

The report provides details of the annual accounts of the King George's Field Mile End and King George's Field Tredegar Square charities for the 2010/2011 financial year. It also contains information in respect of various questions that members raised about the annual reports at their previous meeting on 23rd November, 2011.

With regards to the leisure centre contract with GLI and the maintenance of Mile End Park, a member asked about how the cost was calculated.

Michael Rowan, Director of Mile End Park clarified that the information provided in the report (Repairs and Maintenance) is solely to do with ground maintenance and not linked to the GLI contract. He continued that the information does not cover the actual leisure centre itself and proposed bringing back a separate report on Mile End Stadium for the committee.

Action: Michael Rowan, Director of Mile End Park

A member asked whether officers were conceding that bad debts will not be recovered. The Finance and Resources Manager, CLC replied that provision has been made in the account to recover the outstanding amount.

With regards to Mile End stadium, the Mayor suggested that the expenditure should be contained within the income. In response Jill Bell, Head of Legal Services (Environment) stated that this had not been the case in the past but that consideration needed to be given to reflecting the income derived from the Leisure Centre and adjacent facilities which are on Trust Land rather than

on the Council subsidising the grounds maintenance. She further stated that there will be in discussions with the Charity Commission to obtain further guidance.

The Mayor asked officers to undertake further research and provide him with a report.

Action: Jill Bell, Head of Legal Services

A member asked why money can not be spent on other parks, the Head of Legal Services (Environment) informed the committee that the money derived from Trust assets should be ring fenced and not used for other parks but only for Trust purposes. At the moment the council is subsidising, and paying towards ground maintenance. We need to look at income generated from the leisure centre and get to the position that it is self financing.

RESOLVED that

1. The explanations of the composition of the various figures in the annual accounts for King George's Field, Mile End, as set out in paragraph 3.3 of this report, and in Appendices 3 to 7 be noted.
 2. The annual report and accounts for the King George's Field, Mile End Charity (registered number 1077859) for the 2010/2011 financial year set out at Appendix 1 be agreed.
 3. The annual report and accounts for the King George's Field Tredegar Square charity (registered number 1088999) for the 2010/2011 financial year set out at Appendix 2 be agreed; and
 4. Authorisation be given to the mayor to sign the annual reports and accounts for submission to the Charity Commission
- 5. POTENTIAL MERGER OF KING GEORGE'S FIELDS MILE END CHARITY AND KING GEORGE'S FIELDS STEPNEY TREDEGAR SQUARE CHARITY**

Jill Bell, the Head of Legal Services (Environment) presented the report to the committee. She informed the committee that the merger can be achieved, but questioned what benefits can be derived from it. The guidance from the Charity Commission is that money from one Charity cannot be spent on another, which was one of the main drivers for amalgamation. What the merger will however allow, is the ability to submit one set of account for both charities.

The Mayor commented that the rationale behind the push for amalgamation was mainly administrative, as it will allow the committee to look at both sets of account at the same time. The Head of Legal Services (Environment) replied that this can be done now. She further explained that if the merger

was to go ahead it will take nine months to complete and require a public consultation.

A member asked about the possibility of changing the Charity's name. The Head of Legal Services (Environment) replied that permission would have to be sought from the Charity Commission, but that the name 'King Georges Trust' will have to remain in the new title.

RESOLVED

1. That the report be noted; and
2. That officers undertake further research and report back to the committee at a future meeting.

6. EXCLUSIVE USE OF MILE END STADIUM AS A GAMES TIME TRAINING VENUE BY THE UNITED STATES OLYMPIC COMMITTEE

Michael Rowan, Director of Mile End Park presented the paper which proposes the use of Mile End Stadium as a Games Time Training Venue by the United States of America Olympic Committee (USOC).

During discussions a member raised concern over the possibility of heightened security in the area and the possible disruption to local people. In response the Head of Legal Services (Environment), stated that there will undoubtedly be rigorous security in the stadium, but the leisure centre will remain open to the public.

The Mayor commented that the whole of London will experience heighten security with Mile End being no exception, however efforts will be made to ensure that local lives are not unreasonably disrupted.

RESOLVED

1. That King George's Fields Charity Board confirm its support for the USOC to have exclusive use of Mile End Stadium as a Games Time Training Venue from the 16th July - 15th August 2012 and to authorise signing of the agreement.

7. ANY OTHER SECTION ONE BUSINESS WHICH THE CHAIR CONSIDERS TO BE URGENT

There were no other businesses.

8. EXCLUSION OF THE PRESS AND PUBLIC

That, under the provision of Section 100A of the Local Government Act 1972, as amended by the Local Government (Access to Information) Act 1985, the

press and public be excluded from the remainder of the meeting for the consideration of the Section Two business on the grounds that it contains information defined as Exempt in Part 1 of Schedule 12A to the Local Government Act 1972.

9. EXEMPT MINUTES

This item was considered in closed session.

10. TO LET A SHOP UNIT UNDER THE GREEN BRIDGE, MILE END PARK.

The item was considered in closed session.

11. GREEN BRIDGE COMMERCIAL UNITS - TENANCY DETAILS

The item was considered in closed session.

12. ANY OTHER BUSINESS WHICH THE CHAIR CONSIDERS TO BE URGENT

Nil items.

The meeting ended at 4:30pm

Chair, Mayor Lutfur Rahman
King George's Field Charity Board

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LONDON BOROUGH OF TOWER HAMLETS

MINUTES OF THE KING GEORGE'S FIELD CHARITY BOARD

HELD AT TIME NOT SPECIFIED ON WEDNESDAY, 4 APRIL 2012

**ROOM M71, TOWN HALL, MULBERRY PLACE, 5 CLOVE CRESCENT, LONDON,
E14 2BG**

Members Present:

Mayor Lutfur Rahman (Chair)

Councillor Rofique U Ahmed
Councillor Abdul Asad
Councillor Alibor Choudhury

Officers Present:

Paul Greeno – The Senior Advocate
Gavin Dooley – The Head of Enforcement and Support
Intervention
Evelyn Akoto – Democratic Services

1. APOLOGIES FOR ABSENCE

Apologies were received from Councillors,

Ohid Ahmed
Shafiqul Haque
Shahed Ali
Rabina Khan
Rania Khan
Oliur Rahman

2. DECLARATIONS OF INTEREST

There were none

3. TRESPASSERS CAMPING IN MILE END PARK

Paul Greeno, the Senior Advocate, stated that an extraordinary meeting was called because the Council had been made aware that trespassers had commenced camping in Mile End Park, near to Hamlets Way. The Board's permission is therefore required before any action to take possession proceedings can be taken.

Gavin Dooley, The Head of Enforcement and Support Intervention presented the report to the committee. He informed members that the park has about 20 erected tents on the Eastern Fringe, near where the USA training ground will be located.

The Head of Enforcement and Support Intervention continued that on Monday 2 April 2012, officers visited the camping site and gave notice to the trespassers to vacate the site by the morning of Wednesday 4 April 2012. They also informed them that legal proceedings may commence to obtain a court order for possession of the land. He spoke to who he believed to be the group's spokesperson who indicated that they were there peacefully and declared their right to protest. However, the Head of Enforcement and Support Intervention informed the committee that the group have pitched tents in the park and dug a fire pit and what appears to be, a latrine trench.

He continued that intelligence recently gathered, indicated that the numbers of occupiers have decreased, but commented that if action is not taken, there could be a possibility that the trespassers will remain on site and cause further damage and that the numbers could increase again.

A member stated that the council respects the right of the group to protest but that this should not lead to criminal damage or the prevention of the public from using the park in the way intended. The member advised officers to proceed with caution and tactfulness. He continued that further intelligence should be sought in order to further justify their removal.

The Head of Enforcement and Support Intervention responded that the approach so far has been calm and friendly but that due regards has to be given to the wider community. The current usage is contrary to the use of the park as playing fields and for the use and enjoyment of the public. Moreover, the site is fast becoming a health and safety concern.

A member asked about the period the trespassers can remain on the park, specifically was 28 days notice required. The Senior Advocate replied that because the group are trespassing on non residential land, they only needed to be given at least 2 days notice.

The Head of Enforcement and Support Intervention informed the committee that there is a senior meeting at Scotland Yard discussing strategic ways to collectively respond to similar situations in the run up to the Olympic Games. He stated that he will update the committee on the outcome of this meeting.

The Mayor commented that the park will be in heavy use and will be pivotal as we lead up to the Olympic Games. The Mayor agrees with the right to demonstrate but not so to disadvantage the general public or local residents and therefore agrees that urgent action should be taken to resolve the matter.

The Head of Enforcement and Support Intervention presented the committee with another option, which is to identify individuals who have caused criminal activities and prosecute them under the breach of by-laws.

Members advised against this route and asked that officers commence legal possession of the site.

A member enquired about who will pay for the legal cost. The Senior Advocate advised that all legal costs will be met out of the Communities Localities and Culture budget at the Council, rather than be paid from charity funds.

Members requested that swift action be taken but advised that public relations also be managed and linked to the Mayor's office. Members request that they be kept abreast of the situation.

Decision

2.1 Agree that the persons camping on Mile End Park are trespassers, that their occupation of a section of the Park is contrary to the objects of the King George's Fields – Mile End Charity and that action should be taken to remove them.

2.2 Authorise officers to take all necessary and lawful action to have the trespassers removed from Mile End Park, including taking court proceedings for possession, if necessary.

4. ANY OTHER BUSINESS WHICH THE CHAIR CONSIDERS TO BE URGENT

There were none

The meeting ended at 3.40pm

Chair, Mayor Lutfur Rahman
King George's Field Charity Board

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Agenda Item 6.1

Committee: The King George's Fields Charity Board.	Date: 18 July 2012	Classification Unrestricted	Report No: KGFCB 001/1113	Agenda Item No: 6.1
Report of: Service Head of Democratic Services, John Williams Originating Officer Evelyn Akoto, Democratic Services		Title The King George's Fields Charity Board. Terms Of Reference Report Wards Affected: N/A		

1. **SUMMARY**

- 1.1 This report sets out the terms of reference, membership and quorum of the King George's Fields Charity Board for 2012/2013, for information.

2. **RECOMMENDATIONS**

- 2.1 That the King George's Fields Charity Board note its Terms of Reference, membership and quorum as set out in Appendix A to this report.

3. **BACKGROUND**

- 3.1 It is traditional that following the first meeting of the Cabinet in the Municipal Year, at which various sub bodies are established, that those sub bodies note their terms of reference for the forthcoming municipal year.

- 3.2 The Board meetings for the remainder of the year are as follows:

21st November 2012

13 February 2013

Meetings are provisionally scheduled to take place at 6.30 pm. However, officers will liaise with the chair regarding this timing, once appointed by the Cabinet.

5. **COMMENTS OF THE CHIEF FINANCIAL OFFICER**

- 5.1 There are no specific observations arising from the recommendations in the report.

6. CONCURRENT REPORT OF THE ASSISTANT CHIEF EXECUTIVE (LEGAL)

6.1 The Committee is recommended to note the terms of reference for the current municipal year.

7. ONE TOWER HAMLETS CONSIDERATIONS

7.1 There are no specific equalities considerations arising from the recommendation in the report.

8. SUSTAINABLE ACTION FOR A GREENER ENVIRONMENT

8.1 There are no Sustainable Action for A Greener Environment implications

9. RISK MANAGEMENT IMPLICATIONS

9.1 There are no specific risk management implications arising from the recommendations in the report

10. CRIME AND DISORDER REDUCTION IMPLICATIONS

10.1 There are no crime and disorder implications.

11. EFFICIENCY STATEMENT

11.1 There are no efficiency implications.

**Local Government Act, 1972 Section 100D (As amended)
List of “Background Papers” used in the preparation of this report**

Brief description of “background papers”	Name and telephone number of holder and address where open to inspection.
None	
To be completed by author	To be completed by author ext. xxx

12. APPENDICES

Appendix A – Terms of reference, Membership & Quorum

Appendix A

THE KING GEORGE'S FIELDS CHARITY BOARD.

TERMS OF REFERENCE, MEMBERSHIP & QUORUM

Terms of Reference:

- (1) To administer the affairs of the King George's Field, Mile End charity, registered number 1077859 and the King George's Field – Stepney (Tredegar Square, Bow) charity, registered number 1088999 and discharge all duties of the Council as sole trustee of these Charities.
- (2) To administer the affairs and discharge the duties of trustee of such other Charities controlled by the Council as the Cabinet might authorise by resolution.

Membership: All Members of the Cabinet

Quorum:

The quorum of the Board is 3 Members.

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Agenda Item 6.2

Committee/Meeting: King George Fields Trust	Date: 18 July 2012	Classification: Unrestricted	Report No: 6.2
Report of: Corporate Director Communities Localities & Culture Originating officer(s) Ashraf Ali		Title: TfL Cycle Hire Scheme Eastern Extension: Mile End Park docking stations Wards Affected: All	

1. SUMMARY

- 1.1 This report outlines the agreement between the Council and Transport for London (TfL) for the proposed installation of docking stations in Mile End Park as part of the TfL Cycle Hire Scheme Eastern Extension.

2. DECISIONS REQUIRED

- 2.1 That the Board resolves to confirm the proposed installation of two docking stations in Mile End Park (refer to the location plans in the appendix) as part of the TfL Cycle Hire Scheme Eastern Extension using licence agreements between the Council and TfL.

3. BODY OF REPORT

- 3.1 The TfL Cycle Hire Scheme was launched as this city's first public bicycle rental scheme in July 2010 with 400 docking stations and 6,000 bikes across central London, including the western part of Tower Hamlets as far east as Whitechapel.
- 3.2 In March 2012, the TfL Cycle Hire Scheme was further expanded east of Whitechapel across the whole of Tower Hamlets.
- 3.3 The scheme was also extended to north Shoreditch in Hackney, Camden Town and Westfield White City. Altogether, 2,300 more bikes and 4,800 extra docking points were installed across the existing and new cycle hire area at this time. Further extensions to the scheme are planned in the future by the Mayor of London.
- 3.4 However, to complete this phase of the TfL Cycle Hire Scheme Eastern Extension in this borough, further docking stations remain to be installed in Mile End Park using licence agreements between the Council and TfL.
- 3.5 This report requests that the Board confirms the proposed installation of two docking stations in Mile End Park (refer to the location plans in the appendix) using licence agreements between the Council and TfL.

4. COMMENTS OF THE CHIEF FINANCIAL OFFICER

- 4.1 This report seeks the confirmation of the Board to the licence agreement between the council and TfL for the installation of two cycle docking stations in Mile End Park.
- 4.2 There are no specific financial implications emanating from this agreement. All costs associated with the implementation and on-going maintenance of the cycle docking stations will be fully funded by TfL as detailed under the licence agreement.

5. CONCURRENT REPORT OF THE ASSISTANT CHIEF EXECUTIVE (LEGAL SERVICES)

- 5.1 It is proposed that King George's Field Mile End charity should grant TfL a licence to install a docking station in each of the two proposed locations.
- 5.2 The form of letter licence is in the course of being agreed and a draft of the proposed licence to be granted in respect of the Burdett Road site is included, for information purposes, in the Appendix.
- 5.3 The licences are contracts and do not create any interest in land. They therefore avoid the restrictions on the disposal of land contained in the Charities Act 2011.

6. SUSTAINABLE ACTION FOR A GREENER ENVIRONMENT

- 6.1 The TfL Cycle Hire Scheme directly supports the sustainable transport planning objectives and priorities of the Council for a less car dependent, healthier, greener borough.

7. RISK MANAGEMENT IMPLICATIONS

- 7.1 There are no significant risks identified within this report.

8. CRIME AND DISORDER REDUCTION IMPLICATIONS

n/a

9. EFFICIENCY STATEMENT

n/a

10. APPENDICES

- 10.1 Locations plans of the proposed TfL Cycle Hire Scheme (Mile End Park) docking stations adjacent to Burdett Road and Rhodeswell Road, E3. A draft of the proposed licence for the site in Burdett Road.

Appendices should not contain electronic watermarks. Excel documents and pictures (.jpg; .tif; .gif etc) should all be converted to .pdf format

Local Government Act, 1972 Section 100D (As amended)

List of “Background Papers” used in the preparation of this report

Brief description of “background papers” Name and telephone number of holder
and address where open to inspection.

To be completed by author

To be completed by author ext. xxx

Report authors should refer to the section of the report writing guide which relates to Background Papers when completing this section. Please note that any documents listed in this section may be disclosed for public inspection. Report authors must check with Legal Services before listing any document as ‘background papers’.

D R A F T

Transport for London
Surface Transport (Cycle Hire)
Palestra
4TH Floor (Zone G6)
197 Blackfriars Road
London SE1 8NJ

05 July 2012

Chief Executive’s Directorate
Legal Services

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Tel **020 7364 0267**
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email:

peterA.miller@towerhamlets.gov.uk

DX: Tower Hamlets Legal Department
DX 42656 Isle of Dogs

www.towerhamlets.gov.uk

Ref:

Our Ref: L/E/PCL/CYCLEHIRECAR

Dear Sirs

Barclays Cycle Hire Scheme

Licence by The Mayor and Burgesses of the London Borough of Tower Hamlets (as trustee of the charity known as King George's Field Mile End) ("the Trustee") for Transport for London ("TfL") to install and thereafter use a Docking Station at a site in Mile End Park (Burdett Road, London E3) as shown edged red on the attached Plan ("the Property")

In this letter (and in the heading above) the words or expressions in **bold** (when first used) have the meanings explained in Clause 1 of the attached sheet headed "Definitions and Interpretation", and the terms of this letter shall be interpreted in accordance with Clause 2 of the attached sheet headed "Definitions and Interpretation", the attached sheet headed "Definitions and Interpretation" being part of this letter.

Subject to the terms and conditions and provisions set out below, the Trustee permits TfL (i) to undertake the **Site Works** and (ii) to use the Property as a **Docking Station** during the **Licence Period**.

The permission includes the following:

TfL, the **Scheme Contractor** and sub-contractors of either of them, and as appropriate **Users** and members of the public, may during the Licence Period:

- (a) display on the Property such signs as may reasonably be required in connection with the use of the Property for the **Permitted Use** subject to first obtaining the consent of the Council (such consent not to be unreasonably withheld) save where the same forms part of the **Equipment**;
- (b) have access to and egress from the Property at all times of the day or night to and from the public highway on foot and/or with bicycles and/or with vehicles through the part of the Trustee's's adjoining property between the Property and Burdett Road;
- (c) have the support, protection and shelter for the Property from those parts of the Trustee's's adjoining property designed to provide it;
- (d) where and to the extent that such works cannot be reasonably undertaken without having access to the Trustee's's adjoining property, enter such parts of the Trustee's 's adjoining property as are not built upon, with tools and equipment as appropriate, as may be necessary in order to inspect, clean, repair or maintain the Property and/or to inspect, clean, repair or maintain, renew, replace or remove the Equipment or to carry out any other works which TfL is required or authorised to carry out under the terms of this letter including the carrying out of the Site Works.

The following are the terms and conditions in respect of the Site Works:-

TfL shall undertake the Site Works following completion of the Preparatory Works.

Prior to commencement of the Site Works TfL or the Scheme Contractor shall submit to the Trustee for its agreement (such agreement not to be unreasonably withheld or delayed) a Programme of Works.

TfL shall ensure that the Site Works are carried out in accordance with the agreed Programme of Works.

TfL shall act as sole client for the purposes of the Construction (Design and Management) Regulations 2007 in respect of the Site Works.

TfL shall ensure that the Property is maintained in a safe condition at all times while Site Works are undertaken.

TfL shall ensure that the Site Works, once commenced, are fully completed to the reasonable satisfaction of the Trustee.

TfL shall ensure that the Trustee is notified upon completion of the Site Works.

TfL shall ensure that any defects or other remedial works reasonably required to the Site Works are carried out as soon as reasonably practicable following receipt by TfL of a notice from the Trustee specifying such defects or remedial works. The Trustee shall serve any such notice within 28 days of receipt of the relevant notice given by TfL in accordance with the provisions as to notices set out below.

The following are the terms and conditions in respect of the use of the Property as a Docking Station:

(a) Outgoings

To pay and discharge all Outgoings relating to the Property at the times when they become due but if at any time the Property is assessed for any Outgoings jointly with any other property TfL shall pay to the Trustee on demand a fair and reasonable proportion of any assessment which includes the Property.

(b) VAT

To pay any VAT properly chargeable in respect of any sum or consideration due by TfL to the Trustee under this Licence in addition to such sum or consideration and at the time when it is due to be paid.

(c) Repair and Decoration

(i) Except to the extent that the Trustee is liable under its agreement in this letter (a) to carry out the Preparatory Works, (b) to carry out the Maintenance Activities and (c) to carry out Street Cleansing, to keep the Property in good and substantial repair and condition provided that TfL shall not be obliged to keep the Property in any better state of repair than that evidenced by the attached photographic Schedule of Condition.

(ii) To use reasonable endeavours to keep the Property clean and tidy and free from graffiti.

(iii) Immediately before the determination of the Licence Period to remove the Equipment and reinstate the Property to the standard evidenced by the attached photographic Schedule of Condition, to the reasonable satisfaction of the Trustee

(d) Alterations

Subject to the above provisions relating to the Site Works, not to make any structural alteration, addition or improvement to the Property without first obtaining the Trustee's consent to the works (which shall not be unreasonably withheld or delayed) provided that TfL may carry out alterations, additions or improvements to the Equipment (including

replacing some or all of it) without obtaining the Trustee's consent for the works.

(e) **Use**

(i) **Not to use the Property except for the Permitted Use.**

(ii) **To comply with all Legal Obligations.**

(iii) **Where TfL receives any formal notice relating to the Property (whether or not the notice is of a Legal Obligation) to send a copy to the Trustee as soon as reasonably practicable after receipt and if reasonably requested by the Trustee at the Trustee's cost to make or join in making such objections, representations or appeals in respect of it as the Trustee may reasonably require.**

(iv) **To preserve all easements and rights currently enjoyed by the Property.**

(f) **Alienation**

The permission granted in this letter is personal to TfL who shall not purport to assign it nor to permit others to share occupation of the whole or any part of the Property in any way nor purport to hold the Property on trust or as the agent for any other person provided that TfL may share use and occupation of the Property with the Scheme Contractor.

(g) **Indemnity**

To indemnify the Trustee against all actions, costs, claims, demands, charges and expenses which may arise out of or be incidental to the implementation or maintenance of the Site Works and/or the use of the Property for the Permitted Use save where any such actions, costs, claims, demands, charges or expenses result from any act or neglect, fault or omission on the part of the Trustee or its servants or agents PROVIDED THAT the Trustee shall notify TfL immediately upon receipt of any claim or demand as above.

(h) **Environmental Liabilities**

To keep the Trustee fully indemnified against all Environmental Liabilities related to or connected with the Property and incurred or imposed after the date of this Licence as a result of the use of the Property for the Permitted Use but not otherwise.

The Trustee will:

(a) **observe and perform its obligations under the Title Matters;**

(b) **not obstruct any means of access to or egress from the Property from and to the public highway;**

(c) **carry out the Preparatory Works once the same have been agreed with TfL promptly and in accordance with the provisions of and arrangements described in the Preparatory Works Development Partner Brief;**

(e) **carry out the Maintenance Activities in relation to the Property;**

(f) carry out Street Cleansing in relation to the Property;

(g) keep TfL fully indemnified against all Environmental Liabilities related to or connected with the Property and incurred or imposed at or prior to the date of this letter.

Other agreed provisions:

Notices

- (a) Any notice or other written communication to be served or given under the arrangements set out in this letter to TfL shall be in writing, marked for the attention of Surface Transport and sent to Cycle Hire, Floor 4, Palestra, 197 Blackfriars Road, London SE1 8NJ or such other address as TfL may from time to time notify to the Trustee.**
- (b) Any notice or other written communication to be served or given under the arrangements set out in this letter to the Trustee shall be in writing, marked for the attention of Head of Corporate Property Services and sent to London Borough of Tower Hamlets, Mulberry Place, 5 Clove Crescent, London E14 2BG or such other address as the Trustee may from time to time notify to TfL.**
- (c) Any notice shall be deemed to have been validly served or given at the time when in the ordinary course of business it would have been received.**

Intellectual Property Rights

All intellectual property rights in the Scheme design, systems and equipment shall at all times remain the property of TfL or, where relevant, the Scheme Contractor and the Trustee shall not use or otherwise deal in such intellectual property rights without the prior written consent of TfL.

Statutory Powers and Duties

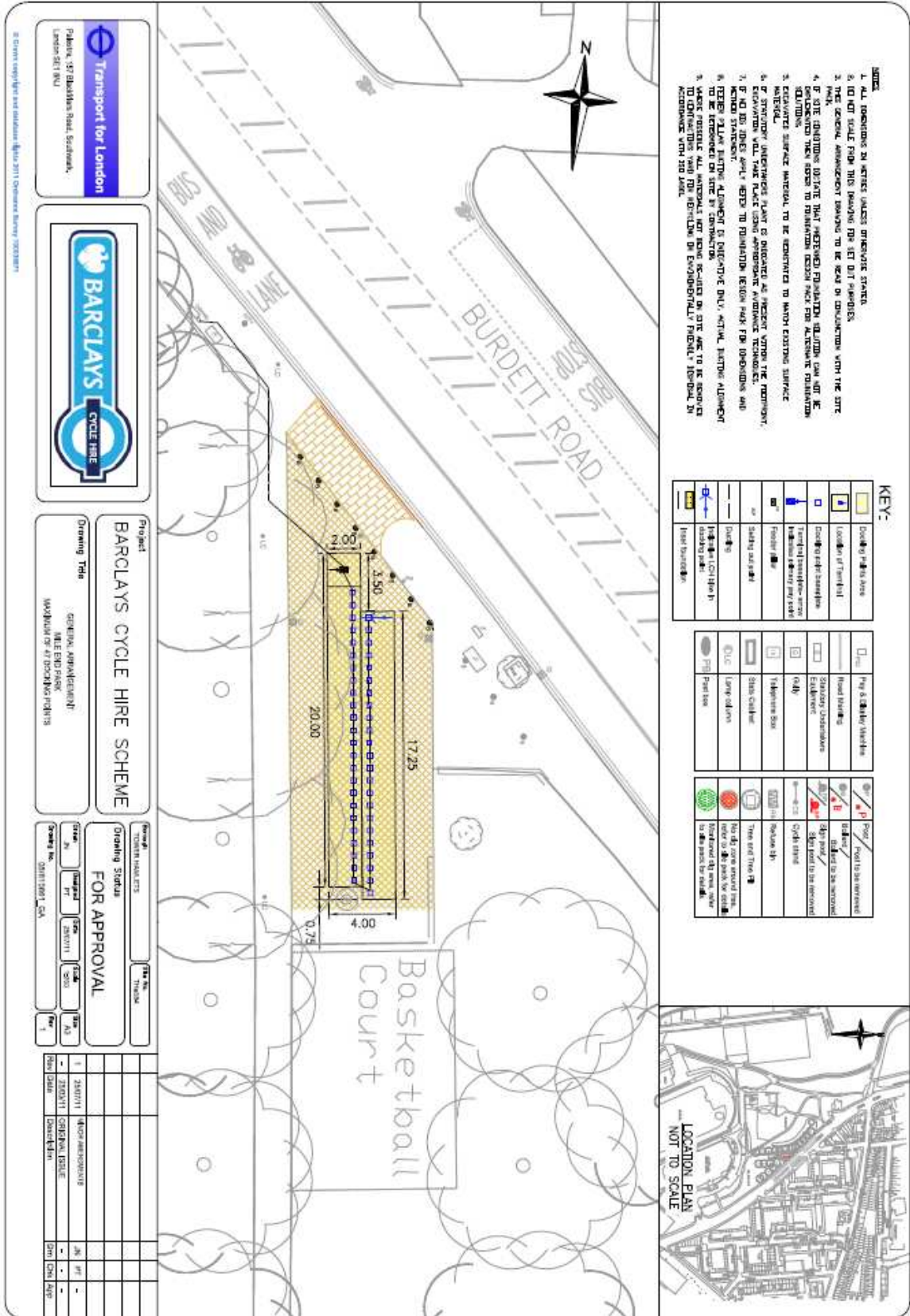
- (a) The Trustee and TfL shall each ensure that they comply with all relevant statutory requirements in the discharge of their respective obligations in respect of the arrangements under this letter.**
- (b) Nothing in this letter shall fetter the discretion of either the Trustee or TfL in the exercise of their respective statutory powers and duties.**
- (c) Nothing in this letter shall fetter the discretion of either the Trustee or TfL in respect of their respective obligations under the Data Protection Act 1998, the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.**

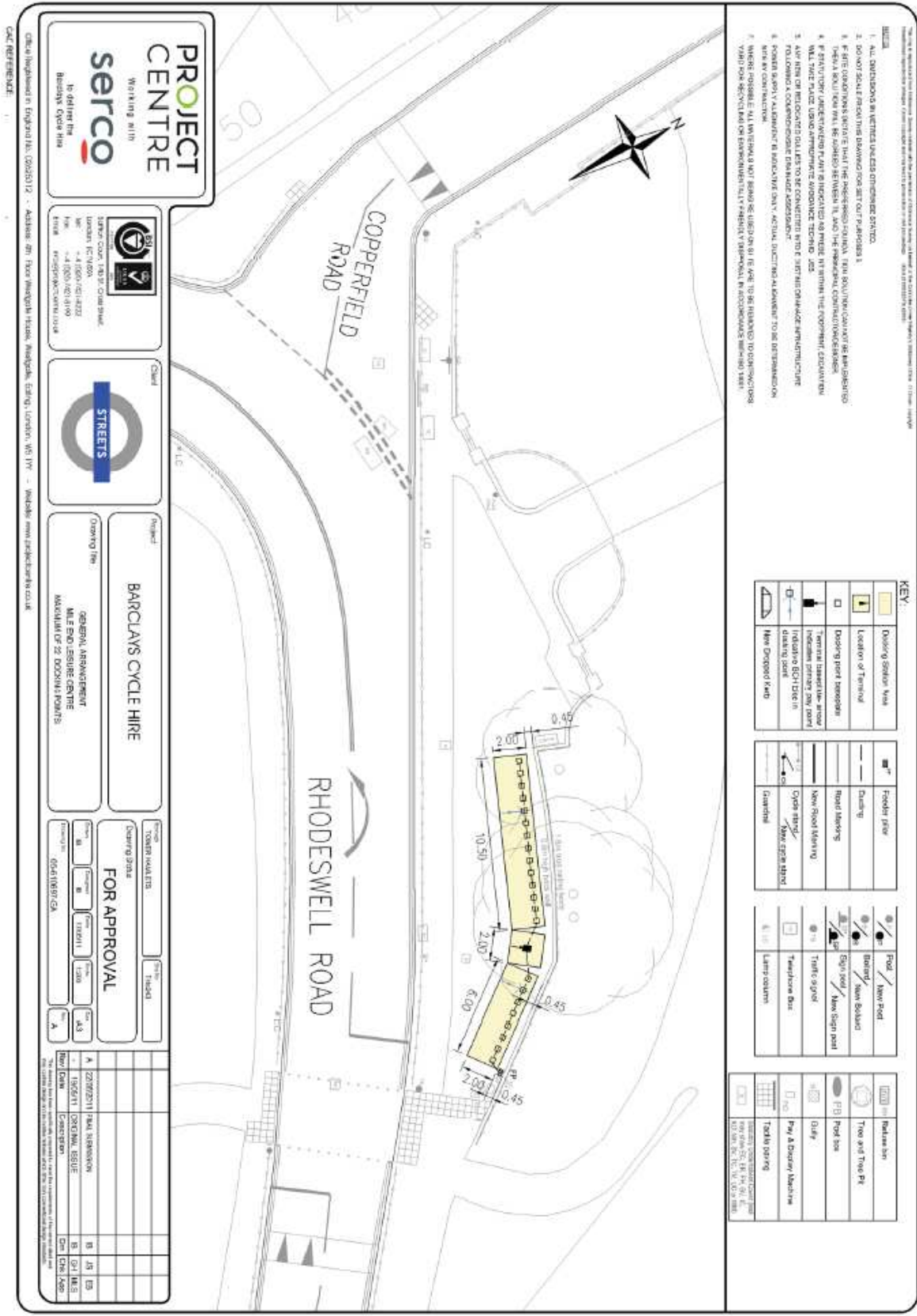
Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed that nothing in this letter shall confer or purport to confer on any third party (other than the Scheme Contractor) any right to enforce or any benefit of any term of this letter.

Yours faithfully

Assistant Chief Executive (Legal Services)





PROJECT CENTRE
 Working with
serco
 To deliver the
 Reading Cycle Hire

STREETS
 123456
 7890123456
 7890123456
 7890123456
 7890123456

STREETS
 123456
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BARCLAYS CYCLE HIRE

General Arrangement
 MLE ENDLESHIRE CENTRE
 MAXIMUM OF 52 DOCKING POINTS

FOR APPROVAL

TOOKER HEALTHCARE

Check Date: 05/24/2019

NO	DATE	REVISION	BY	CHKD
1	22/07/2011	FINAL SUBMISSION	BS	JS ES
2	11/08/2011	DRAWING CORRECTIONS	BS	CH MLS
3	11/08/2011	DRAWING CORRECTIONS	BS	CH MLS
4	11/08/2011	DRAWING CORRECTIONS	BS	CH MLS

- NOTES**
1. ALL DIMENSIONS IN METRES UNLESS OTHERWISE STATED
 2. DO NOT SCALE FROM THIS DRAWING FOR ANY OTHER PURPOSES
 3. ERECT SIGNPOSTS TO IDENTIFY THE PROPOSED CYCLE HIRE DOCKING POINTS AND THE PROPOSED CYCLE HIRE ARRANGEMENTS TO BE PROVIDED
 4. ERECT SIGNPOSTS TO IDENTIFY THE PROPOSED CYCLE HIRE DOCKING POINTS AND THE PROPOSED CYCLE HIRE ARRANGEMENTS TO BE PROVIDED
 5. ERECT SIGNPOSTS TO IDENTIFY THE PROPOSED CYCLE HIRE DOCKING POINTS AND THE PROPOSED CYCLE HIRE ARRANGEMENTS TO BE PROVIDED
 6. ALL DIMENSIONS UNLESS OTHERWISE STATED
 7. FOLLOWING A COMPLETION OF THE WORK, THE ACTUAL DIMENSIONS AND LEVELS SHALL BE DETERMINED BY THE CONTRACTOR
 8. WHERE POSSIBLE, ALL UTILITIES SHALL BE USED AS IS. IT IS NOT TO BE RELIED UPON FOR CONNECTION TO THE PROPOSED WORKS UNLESS OTHERWISE STATED

KEY

□	Proposed Cycle Hire	▬	Proposed Road	⊙	Proposed Manhole
□	Location of Terminal	▬	Proposed Footpath	⊙	Proposed Tree and Tree Pit
□	Drainage point location	▬	Proposed Cycle Way	⊙	Proposed Pedestrian
□	Terminal location - around	▬	Proposed New Road Marking	⊙	Proposed F90
□	Manhole (around any area)	▬	Proposed New Road Marking	⊙	Proposed F10
□	Indicates BS/118 (2m)	▬	Proposed New Road Marking	⊙	Proposed F15
□	Indicates BS/118 (2m)	▬	Proposed New Road Marking	⊙	Proposed F20
□	Proposed Cycle Hire	▬	Proposed New Road Marking	⊙	Proposed F25
□	New Proposed Yard	▬	Proposed New Road Marking	⊙	Proposed F30
▬	Proposed Road	▬	Proposed New Road Marking	⊙	Proposed F35
▬	Proposed Footpath	▬	Proposed New Road Marking	⊙	Proposed F40
▬	Proposed Cycle Way	▬	Proposed New Road Marking	⊙	Proposed F45
▬	Proposed New Road Marking	▬	Proposed New Road Marking	⊙	Proposed F50
▬	Proposed New Road Marking	▬	Proposed New Road Marking	⊙	Proposed F55
▬	Proposed New Road Marking	▬	Proposed New Road Marking	⊙	Proposed F60
▬	Proposed New Road Marking	▬	Proposed New Road Marking	⊙	Proposed F65
▬	Proposed New Road Marking	▬	Proposed New Road Marking	⊙	Proposed F70
▬	Proposed New Road Marking	▬	Proposed New Road Marking	⊙	Proposed F75
▬	Proposed New Road Marking	▬	Proposed New Road Marking	⊙	Proposed F80
▬	Proposed New Road Marking	▬	Proposed New Road Marking	⊙	Proposed F85
▬	Proposed New Road Marking	▬	Proposed New Road Marking	⊙	Proposed F90

Agenda Item 8

By virtue of paragraph(s) 1, 2 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

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