

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

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**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**

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Surface Transport (Cycle Hire)  
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4<sup>TH</sup> Floor (Zone G6)  
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London SE1 8NJ

05 July 2012

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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)**







