

Wormwood Scrubs Charitable Trust Committee Agenda

Wednesday 9 March 2022
6.30 pm
Online - Virtual Meeting

MEMBERSHIP

Administration
Councillor Alexandra Sanderson (Chair) Councillor Helen Rowbottom Councillor Belinda Donovan
Co-optees
Miriam Shea Stephen Waley-Cohen

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<https://youtu.be/QNIGFml8tsc>

Date Issued: 01st March 2022

Wormwood Scrubs Charitable Trust Committee

Agenda - 9 March 2022

<u>Item</u>		<u>Pages</u>
1. APOLOGIES FOR ABSENCE		
2. DECLARATIONS OF INTEREST		
	<p>If a Councillor has a disclosable pecuniary interest in a particular item, whether or not it is entered in the Authority's register of interests, or any other significant interest which they consider should be declared in the public interest, they should declare the existence and, unless it is a sensitive interest as defined in the Member Code of Conduct, the nature of the interest at the commencement of the consideration of that item or as soon as it becomes apparent.</p> <p>At meetings where members of the public are allowed to be in attendance and speak, any Councillor with a disclosable pecuniary interest or other significant interest may also make representations, give evidence or answer questions about the matter. The Councillor must then withdraw immediately from the meeting before the matter is discussed and any vote taken.</p> <p>Where Members of the public are not allowed to be in attendance and speak, then the Councillor with a disclosable pecuniary interest should withdraw from the meeting whilst the matter is under consideration. Councillors who have declared other significant interests should also withdraw from the meeting if they consider their continued participation in the matter would not be reasonable in the circumstances and may give rise to a perception of a conflict of interest.</p> <p>Councillors are not obliged to withdraw from the meeting where a dispensation to that effect has been obtained from the Audit, Pensions and Standards Committee.</p>	
3. MINUTES OF THE LAST MEETING		3 - 11
	<p>To approve the minutes of the meeting held on 15th December 2022.</p>	
4. MANAGER'S REPORT		12 - 53

Wormwood Scrubs Charitable Trust Committee Minutes

Wednesday 15 December 2021

PRESENT

Committee members: Councillors Alexandra Sanderson (Chair), Belinda Donovan and Helen Rowbottom

Co-opted Members: Stephen Waley-Cohen and Miriam Shea

Advisors to the Trust: Stephen Hollingworth (Trust Manager), Carmen Lomotey, Chris Harris, Heather Marsh, Neil Morrison, Paul Buzsaki and Magdalena Niedzwiedz

Amrita White (Clerk)

External: Joe Sale (MacIntyre Hudson)

This meeting was held remotely. A recording of the meeting can be found at:
<https://youtu.be/Zg8Wnl4abXE>

1. APOLOGIES FOR ABSENCE

There were no apologies for absence received.

2. DECLARATIONS OF INTEREST

There were no declarations of interest.

3. MINUTES OF THE LAST MEETING

RESOLVED:

That the minutes of the meeting held on 8th September 2021 were approved.

Steve Waley-Cohen (Co-opted Member) noted that the following amendment be made to the previous minutes

Amend

Stephen Waley-Cohen (Co-opted Member) expressed his concerns on the delay of the project timetable and asked the Trust advisors to explore options on how this could be brought forward by Spring 2022 if possible.

4. ANNUAL REPORT AND STATEMENT OF ACCOUNTS 2020/21

Chris Harris, Advisor to the Trust, presented the report and provided a brief overview of the key points arising from the Statement of Account and Trustee's

report 2020/21. It was noted that the Trust delivered a surplus for the year of £48,984. This surplus was substantially underpinned by the additional income from the Kensington Aldridge Academy's occupation of the Scrubs.

Joe Sale (MHA MacIntyre Hudson) provided a summary of the Audit Findings report for the year ended 31st March 2021, noting the following key points:

- The audit was conducted remotely, and MHA MacIntyre Hudson had liaised with the finance team virtually whilst examining accounting books and records which were sent digitally.
- MHA MacIntyre Hudson remained independent to the Trust within the meaning of regulatory and professional requirements.
- An overview was provided on the key areas of audit focus which had been identified as part of the overall audit strategy and how they had been resolved.
- The audit work on the financial statements was now substantially complete and the Auditors anticipated issuing an unqualified audit opinion for the year ended 31st March 2021 for the Charity.
- The audit findings and the areas reviewed were outlined, these included audit misstatements, risk of fraud and error in the financial statements, accounting policies and accounting estimates.
- The fee for the audit of the financial statement of the Trust for the year ended 31st March 2021 was also summarised.

Miriam Shea (Co-opted Member) felt that the audit process appeared to be clearer and improved in comparison to last year. Referring to page 12 of the Trustee's Report (Appendix A) she asked for further clarification to be provided on risk 4 as part of the risk assessment schedule. In response Steve confirmed that there was no live agreement in place to repair the Wormwood Scrubs car park with the hospital.

Miriam Shea (Co-opted Member) noted that the hospital carpark lease was last renegotiated in 2013 and asked Officers to ascertain when the lease was due for renewal and for this matter to be revisited at a future Committee meeting.

Action: Steve Hollingworth

Referring to the Trustee's Report (Appendix A) Stephen Waley-Cohen (Co-opted Member) made suggestions to update the document with further information regarding the Compulsory Purchase Order issued by HS2, further consultation being held on the conservation management plan, protestors leaving the Scrubs in September 2021 and the discussions held with the Kensington Dragons Football Club to improve their facilities on the Scrubs. He also requested that the charity correspondent address on page 17 of the Trustee's report be updated.

Action: Steve Hollingworth

Stephen Waley-Cohen (Co-opted Member) asked for further clarification to be provided on the treatment of the rental income for the pony centre and the single-story parks depot and asked if this would be credited to the Trust. In response Chris noted that a response would be circulated to the Committee once this had been investigated.

Action: Chris Harris

RESOLVED:

That the Committee:

- Approved the Trustee's Annual Report, attached as Appendix A.
- Approved the 2020/21 financial accounts for Wormwood Scrubs Charitable Trust ("the Trust"), incorporated as part of the Annual Report (Appendix A to the Annual Report).
- Approved the management representation letter (attached as Appendix B).
- Noted the contents of the annual risk assessment (contained in the Trustee's report on page 12).
- Noted that the accounts remained subject to change until the final audit opinion was issued and delegated authority to the Assistant Director Leisure, Sport & Culture in consultation with the Chair of the Committee, to approve any changes to the 2020/21 financial accounts, Annual Report and the management representation letter required as part of the finalisation of the audit process.

5. MANAGER'S REPORT

Steve Hollingworth, Advisor to the Trust, presented the report.

Update on Kensington Dragons Grant Agreement

Steve noted that the funding agreement between the Wormwood Scrubs Charitable Trust and Kensington Dragons Football Club (KDFC), to award grant funding of £250,000 to the Club had been completed. This was to contribute to the delivery of upgrading and providing new sports pitches and circulation areas on the Trust's property at the Linford Christie Stadium.

The presence of trees on the southern boundary and the Football Association's requirement for larger run-off areas to the pitches had required a revision to KDFC's proposals. Proposals were included as Appendix 1 to this report, which provided one larger pitch rather than two smaller ones and a spectator area. The Committee was recommended to delegate the final realignment to the Trust Manager in consultation with the Chair.

The Committee unanimously agreed this recommendation.

HS2 Bill Alternative Ecological Mitigation -Master Plan

Heather Marsh, Advisor to the Trust noted that a contract had been tendered for a specialist consultant, to carry out in-depth public consultation and engagement on the biodiversity masterplan. The tender closed on 1st November with one bid submitted at a cost of £22,540. The bid was from a community company with considerable experience in community engagement, including projects concerned with the natural environment. The consultant had understood the brief well and appeared capable of carrying the commission. The Committee was recommended to approve the appointment of this consultant, subject to satisfactory references and standard checks.

Stephen Waley-Cohen (Co-opted Member) noted that he was in favour of this proposal and asked for further clarification to be provided on the timelines. In response Heather noted that if the Committee agreed to this recommendation,

then the appointment of the consultant would take place in early January 2022, with an aim to carry out an engagement programme in Spring 2022.

The Committee unanimously agreed this recommendation.

HS2 Update

The Chair noted the following typo on page 61 of the agenda pack:

- Stamford Brewer Sewer needed to be amended to Stamford Brook Sewer

Heather provided an update and noted that HS2 had started the construction of the UTX site, the access road, and the Stamford Brook Sewer site. She updated Members on the current progress and programme for the following key areas, Stamford Brook Sewer and haul route, UTX site, temporary trackway from Braybrook Street and easements

Stephen Waley-Cohen (Co-opted Member) requested that sufficient explanatory signage be put in place when the low rope fencing was completed.

Action: Heather Marsh

Steve provided a progress update on the preliminary notice of Compulsory Purchase Orders served by HS2 for the areas adjacent to Old Oak Common Lane and the UTX site. Further details of the plans were included under plan 2, 3 and 3.1 of the Manager's report. The Trust had responded with a number of clarifications and queries, including confirmation that the land would be returned following the completion of work.

Stephen Waley-Cohen (Co-opted Member) noted that it was essential for the Trust to have a written guarantee to ensure that the land would be returned by HS2 upon the completion of the works. Steve explained that although HS2 had provided verbal assurances to return the land to the Trust, the Trust representatives took a prudent approach and were pursuing the option to obtain a written agreement from HS2. This was an ongoing matter, and the Trust representatives were still waiting for HS2 to provide further confirmation.

Steve noted that the protestors have vacated the site and all remaining items and rubbish have been removed.

Community Safety

Neil Morrison, Advisor to the Trust outlined the role and works undertaken by the Law Enforcement Officers (LET) in Wormwood Scrubs and provided a summary of the key points. It was noted that the LET was launched in April 2021 following the amalgamation of various teams. The main objectives and of the Team and the details of the work carried out by the Team around Wormwood Scrubs since mid-July 2021 were summarised.

From mid-July to end of November 21, Officers had reported 425 various interactions. LET Officers had patrolled Wormwood Scrubs daily. Officers had also engaged with residents, visitors, dog walkers, hospital workers, event organisers, public gym users, stakeholders, and facility users.

In response to a question asked by the Chair, Neil noted that the Team was adequately resourced to patrol the College Park and Old Oak Common Ward as well as the Scrubs.

The Chair requested that more patrols took place around Braybrook Street due to an uptake in antisocial behaviour within this area. Neil noted that this was currently being prioritised by the Team and regular patrols were taking place on a daily basis.

Councillor Belinda Donovan suggested creating fridge magnets or stickers incorporating the Team's contact details to help publicise its work.

Action: Neil Morrison

Miriam Shea (Co-opted Member) noted that it was essential for the broader community to have accessibility to a dedicated phone number for the Team when this was available. She also highlighted the ongoing concerns amongst the Friends of the Scrubs, in relation to safety and the need for more regular patrols to be carried out by the Team in the Scrubs.

Grounds Maintenance and Site Management Update

Footpath surfacing trials

Heather Marsh noted that the sandy loam continued to be spread along several well-trodden routes as a trial to mitigate for the wet conditions on the Scrubs. Wood chippings had also been spread to the woodland footpaths.

Meadow signage

Heather noted that the signs requesting people to restrict their access to the meadow areas had been taken down and were in storage at the Wormwood Scrubs depot. The proposal was to request the contractor to reinstate these before the birds start to nest in 2022.

Traffic management

Heather noted the Committee approved the installation of a secure traffic management system to the access road from Scrubs Lane at the previous Committee meeting. However, the Council's contracts board did not approve a direct award to the contractor and requested that the contract be tendered to achieve best value. The tender for this contract has been issued and was due to close on the 20th of December 2021.

Depot Wall

Heather noted that a section of the wall adjoining Burlington Danes Academy had required demolition due to health and safety concerns. A timber hoarding was in place to secure the site boundary and a planning application for rebuilding the wall would be submitted next year. £17.5k had been spent on demolition, hoarding and materials, and the new wall including planning application and associated costs was estimated at around £20k.

Shrub and tree works

Heather noted that following a request to improve health and safety on the Quietway route behind the prison, tree canopies had been lifted and shrubs cut

back to open out this route and improve sightlines. Operations to improve the health and safety of trees within the woodland belts would be carried out by Council contractors during December.

Signage

Heather noted that the supply and installation of three lockable noticeboards was approved by the Committee at the previous meeting. Suitable locations were agreed, and the noticeboards were installed in early December 2021. A plan of the Scrubs and basic information about the site would be installed in the noticeboards. Keys were available to the Friends of the Scrubs to add their own information.

Stephen Waley-Cohen (Co-opted Member) asked for an update to be provided on the progress of the works that were due to be carried out for the hedge located near the meadow area on the East and South side of the Scrubs. In response Heather provided a progress update on this matter, noting that Groundwork Trust would lay the first 100 metres of the hedge.

Procurement of a new Ground Maintenance contract

Steve noted that the final tenders were returned on 22nd September and the results were submitted to the Contract Assurance Board. Idverde had been appointed as the contractor for Lot 3 Wormwood Scrubs, following their submission of a competitive bid which also scored highly on quality.

The contract price for the ground's maintenance was within budget and finance colleagues were currently looking at the associated costs of managing the contract, by looking back at previous charges included and looking forward on the support required for the new contract. A detailed breakdown and full cost of the ground's maintenance would be provided at the next Committee meeting.

Stephen Waley-Cohen (Co-opted Member) suggested that an alternative location be explored for the learning resources hub.

Action: Steve Hollingworth

Play Equipment Braybrook Street

Heather noted that an application had been submitted to HS2's Community and Environment fund for the supply and installation of additional equipment at Braybrook Street play area. A decision was expected before Christmas.

Weekend Parking Charges

Steve noted that the introduction of weekend parking charges was in hand but had been slightly delayed. A traffic order had been drafted and was expected to be operational in around 6 weeks.

Events

Steve noted that an 'Adult Sports Day' was planned for 11th September, with around 2,000 attendees. This would be a day of sports, music and food. The organisers successfully held a similar, though smaller, event in Fulham in 2021.

Members noted that it would be useful to receive further information in relation to timings and associated charges for the event.

Action: Steve Hollingworth

The Committee unanimously delegated authority to the Assistant Director Leisure, Sport & Culture in consultation with the Chair to approve the event planned for 2022, subject to receiving further information in relation to timings and associated costs for the event.

Parks Commission

Steve noted that the resident-led Parks Commission had launched in January 2020, and their twenty-two recommendations follow a year of extensive research and engagement with Council officers, residents, and other park users and stakeholders. Interim recommendations were made in June 2020 to support the re-procurement of the ground's maintenance contract.

The final recommendations were the product of enormous dedication, time, diligent research, and extensive discussion from each of the commissioners, and the council was greatly indebted to them for their efforts.

The Chair thanked the Commission for their hard work in developing their findings. She asked for an update to be provided on the progress to update the bylaws to prohibit fires in the parks within the borough. In response Steve noted this was still work in progress and that Trust Advisors and the LET were working in collaboration to resolve this matter.

Recruitment of a Trust Manager

Steve noted that the job description and the person specification for the recruitment of the Trust Manager had been changed to make the position more outward focussed, with the successful candidates having a real interest in the ecology of the Scrubs. Further consideration was now being given to include fund raising in this role or creating a further part time role to fulfil this opportunity.

Stephen Waley-Cohen (Co-opted Member) not in favour of including fund raising as a requirement for this role as this was a specialist skill set, therefore he felt that a separate post should be considered for this specific function.

Stephen Waley-Cohen (Co-opted Member) enquired what plans were in place to cover Heather's work, as she was leaving the Authority. In response, Steve explained that the vacant post would be advertised before Christmas, with a view to appointing a new Trust Manager in early 2022. He confirmed that in the interim period, Officers within Environmental Services would ensure that any outstanding work was covered.

Audit and Accounts

Steve noted The Trust Accounts, Annual report, and draft Audit Findings were presented under item 4.

Financial Forecast 2021/22

Carmen Lomotey, Advisor to the Trust summarised the financial forecast for the Trust for 2021/22 and gave a summary of the key points. The budget for 2021/22 was agreed with an anticipated deficit of £113,675 to be deducted from the Trust's reserves. The current forecast (as of 5th December 2021) was a £31,725 surplus, which was £145,401 better than budget. The main reasons for this was increased

parking income, reduced grounds maintenance costs and delayed project manager recruitment.

Stephen Waley-Cohen (Co-opted Member) requested that the budget for 2022/23 to reflect the updated costs be presented at the next Committee meeting.

Action: Carmen Lomotey

Any Other Business

The Chair asked for an update to be provided on the lease for KAA. In response, Heather explained that their lease expired in July 2021. It was noted that KAA would like to utilise the site to educate refugee children. The terms of the Planning consent had been revised accordingly and this had been granted. Therefore, these changes would need to be reflected in their lease. The Chair expressed some concerns around the school being on site without a valid licence and requested that this was investigated as soon as possible. Heather confirmed she would chase the Council's Legal team to action this request.

Action: Heather Marsh

Steve explained that the licence extension would need to be brought to a future Committee for approval. The Chair noted that an extraordinary meeting might be required before March 2022 to approve this, if this was necessary.

The Chair noted that Heather was retiring early next year. The Committee thanked her for all her hard work and support throughout her employment.

RESOLVED:

That the Committee:

- Delegate the final realignment of Kensington Dragons pitches to the Trust Manager in consultation with the Chair.
- Approve the appointment of a specialist consultant to carry out consultation and engagement on a master plan for Wormwood Scrubs.
- Delegated authority to the Trust Manager in consultation with the Chair to approve the event planned for 2022, subject to receiving further information in relation to timings and associated costs for the event.
- Noted the 2020/21 Audit approach as set out in Section 13 of the Manager's report.
- Noted the 2021/22 Financial Forecast as set out in section 14 of the Manager's report.
- Noted all other matters in the report.

6. PARKS COMMISSION REPORT

The Committee discussed this item under item 5 (Manager's report).

RESOLVED:

That the Committee noted, and commented, on the final report and recommendations of the resident-led Parks Commission.

Meeting started: 18:30pm
Meeting ended: 20:35pm

Chair

Clerk: Amrita White
E-mail: amrita.White@lbhf.gov.uk

Agenda Item 4

MANAGERS REPORT

9th March 2022

Report to Wormwood Scrubs Charitable Trust Committee

Report Author:

Stephen Hollingworth, Advisor to the Trust

Contact Details:

Stephen.Hollingworth@lbhf.gov.uk

Executive Summary and Decisions Sought

The Committee is asked to:

1. Approve match funding for the play area grant
2. Approve the acceptance of Quote 2 for traffic management
3. Approve an Adults Sports day
4. Approve the licence extension for The Kensington Academy
5. Approve the 2022/23 Budget
6. Note all other matters in the report.

1. HS2 Bill Alternative Ecological Mitigation -Master Plan

A contract has been awarded to the London Development Trust LDT to carry out in-depth public consultation and engagement on the Biodiversity Masterplan. LDT have considerable experience in community engagement, including projects concerned with the natural environment. LDT has understood the brief well and has outlined the following four stages of the work.

Initiation and develop consultation and engagement strategy

Meet with client team and main stakeholders, review information provided, further research, define and develop strategy.

Implementation Stage

Implement consultation and engagement strategy.

Presentation and report for the design team

Present findings to the client group and major stakeholders, prepare report for the masterplan designers.

Reporting and review

Prepare a full report on the commission, to include recommendations and `lessons learnt`, and a short report for publication.

LDT have reviewed the project documentation, identified gaps in the research and will present their consultation proposals at the meeting.

Committee to Note.

2. Ground Maintenance Contract update and work programme

A new contract for Grounds Maintenance (GM) at Wormwood Scrubs started on 1st February 2022 offering considerable improvements and increased sensitivity to ecological management including:

- A separate works contract for all Council trees also started on the 1st February. This enabled a rapid response during the recent storms. Fortunately, damage at the Scrubs was very limited.
- All vehicles and equipment and machinery will be electric once suitable charging infrastructure has been put in place. Handheld equipment and E-Gators should be operational by March with a full electric fleet by the end of September.
- Apprentice: A new apprentice post has been appointed to offering employment and training to a local resident of Hammersmith and Fulham.
- A new post of Environment and Biodiversity Manager has been appointed and will be delivered through a partnership with the RSPB. Kate McVay started work in mid-February and has been actively engaging with stakeholders and volunteers on ecological improvements to improve biodiversity at Wormwood Scrubs and act as Ambassador for the GM Contract.
- A Learning Resources Hub will be provided as part of the new contract. This classroom facility will enable Kate to deliver volunteer and staff training, workshops and other engagement activities becoming the centre for volunteering and education at Wormwood Scrubs.
- A bespoke information management system will promote efficient contract monitoring accessed via a handheld device to allow scheduling and reporting in real time. Council staff will have access to a dashboard to interrogate performance and the public will have access to the work programme to enable stakeholders to understand what and when work is planned.
- A new Residents satisfaction survey has been launched and will collect responses during March 2022. Posters will be up on sites with further details on the website and in social media.

Committee to Note.

3. HS2 update

HS2 have started the construction of the UTX site, the access road and the Stamford Brook Sewer site. Current progress and programme is as follows:

Stamford Brewer Sewer (SBS) and haul route

- Access route construction and installation of fencing from OOC Lane is complete.
- Information and school artwork has been included on the hoarding.
- Lighting has also been installed on the outside and inside of the hoarding. However, after concerns were raised by the community, the lighting on the outside has been turned off and lighting on the inside will only be used whilst work is on site and for security patrols. Lighting on the access road fencing is also being looked at, as although

on the inside, the fence is not solid and so light penetrates out onto the Scrubs. It is hoped that this can also be turned off when not in use.

- Construction of shafts and pipe jack works have commenced.
- Site clearance and reinstated is now expected by the end of August 2022.

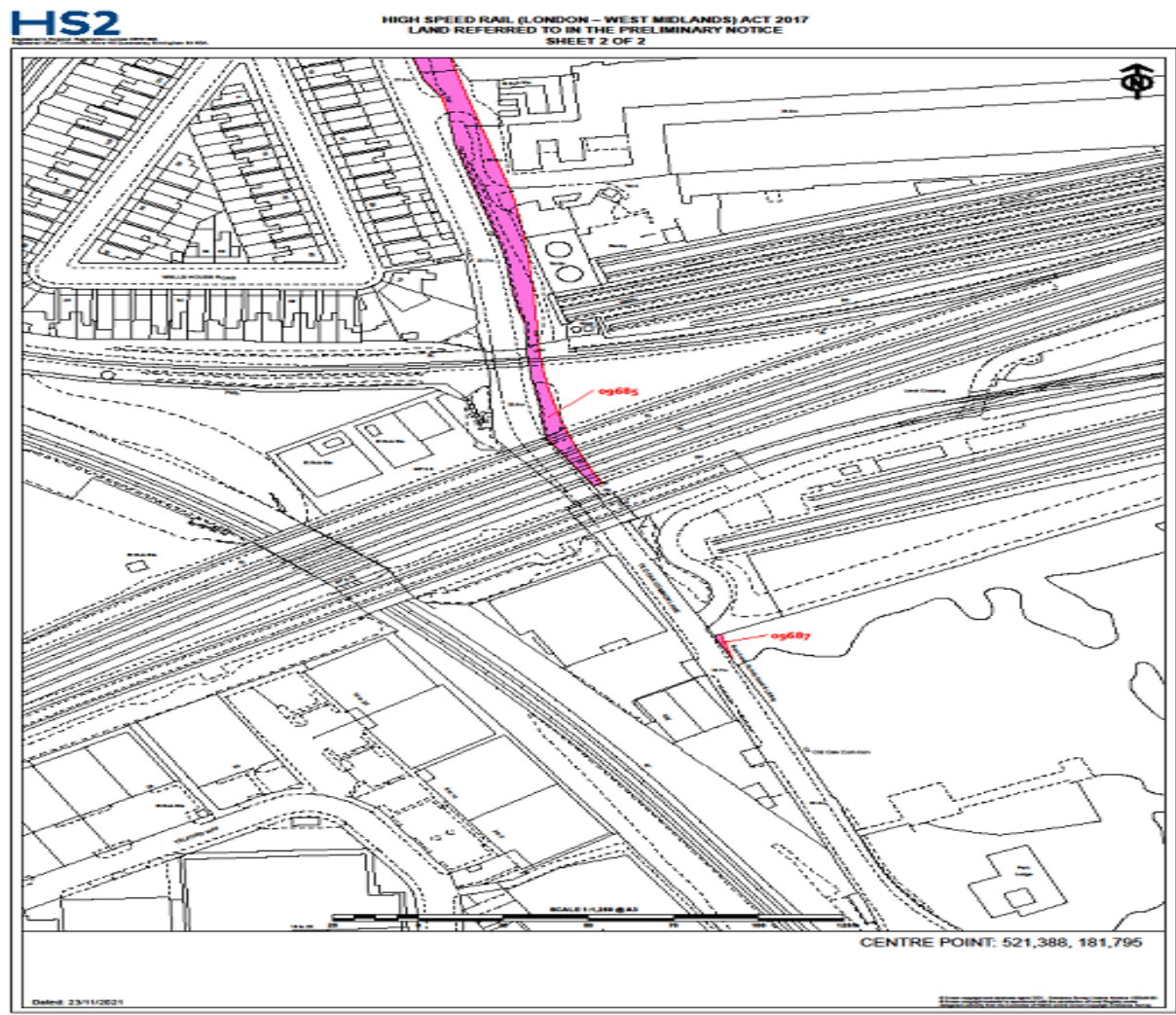
UTX site

- Compound has been established.
- Construction of shafts and the pipe jack works has commenced and will complete at the end of May 2022.
- The utility diversion works through the UTX take place between circa. May-23 to Apr-24.
- Full delivery of the station into service is anticipated circa. late-2029.

CPO Old Oak Common Lane

HS2 has now served notice of compulsory purchase from 18th March on an area of Wormwood Scrubs open space, comprising an area of 14.04 square metres, adjacent to Old Oak Common Lane (OOCL) to accommodate the realignment of OOCL and footpath. A plan of the area is included below (Plan 1). Once the work has been completed this would form part of the highway under the responsibility of the London Borough of Ealing.

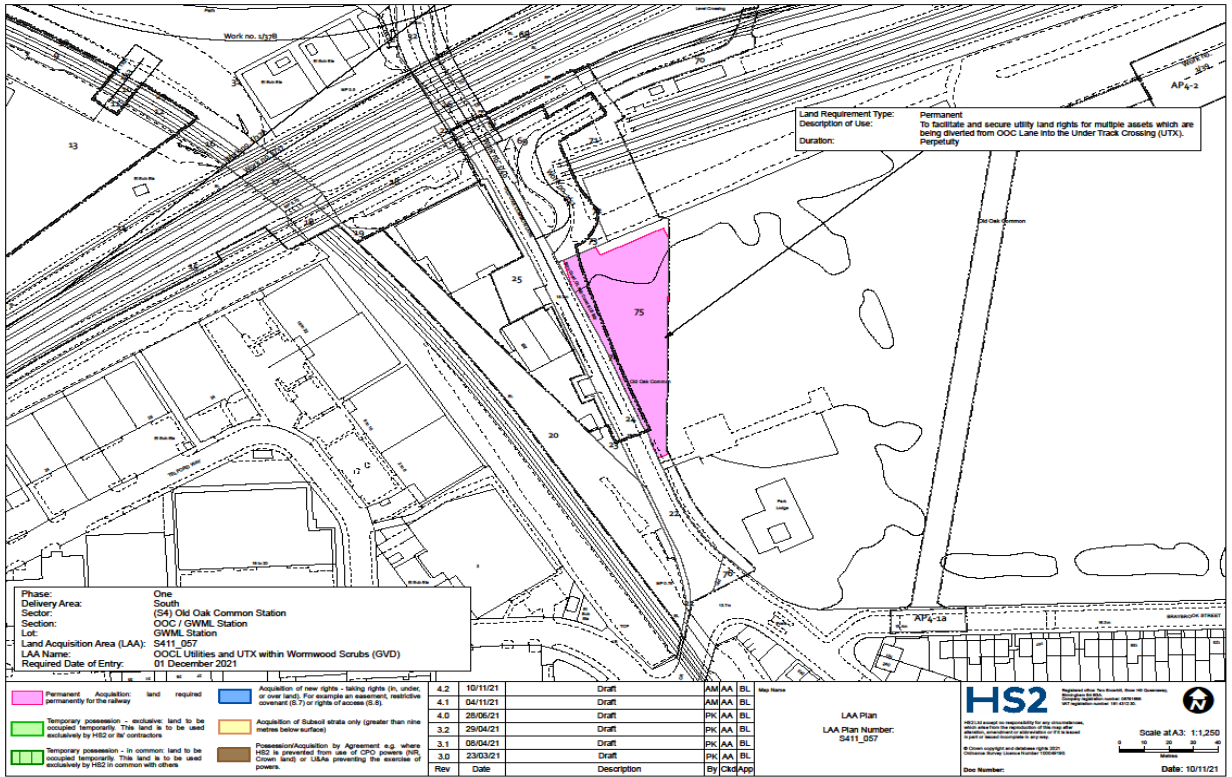
Plan 1 - CPO area adjacent to Old Oak common Lane
Area reference 09687



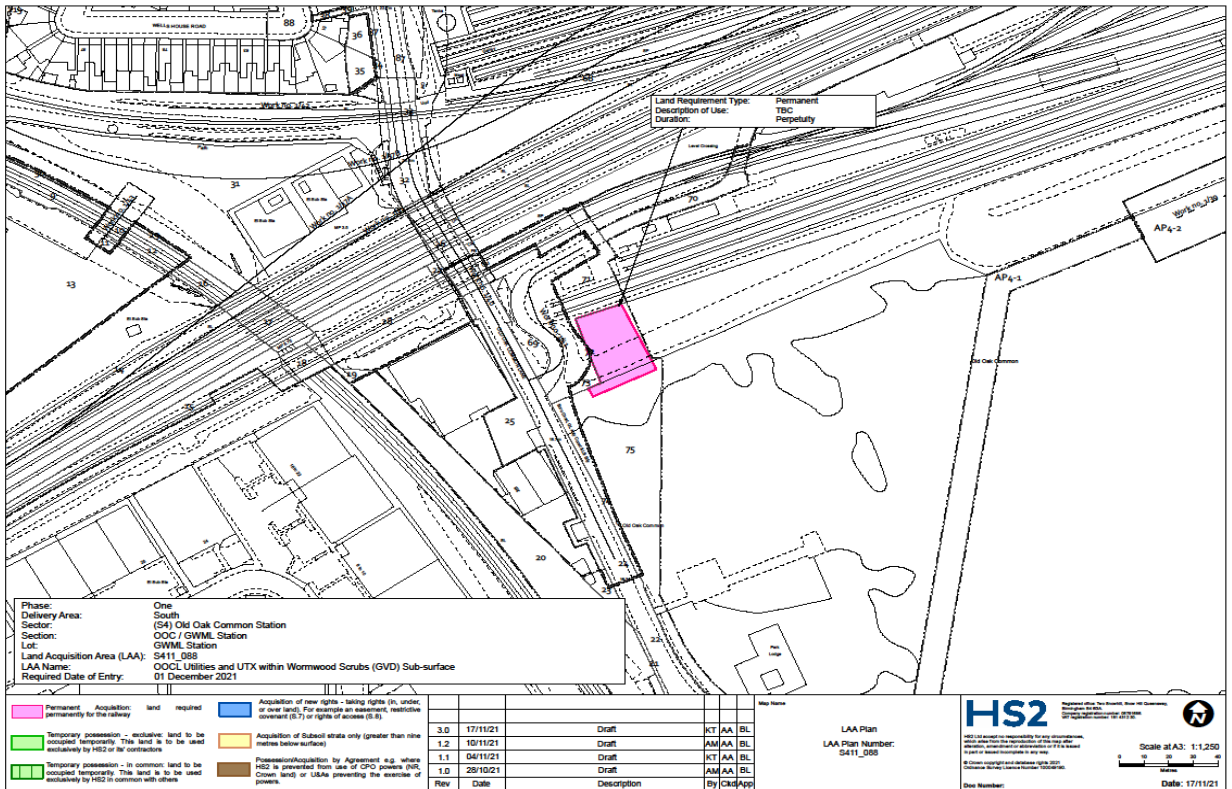
CPO UTX site

HS2 has now served notice to CPO the UTX site and sub soil from 18th March. Plans of these areas are included below (Plan 2 & 2.1). WSCT has not received a legal guarantee that the land will be returned following the completion of work. Compensation is being sort relating to all three areas outlined.

Plan 2.



Plan 2.1.



Committee to Note.

4. Play equipment Braybrook Street

An application for funding for the supply and installation of play equipment at the Braybrook Street play area has been successful.

The total cost of the original project was £92,231, consisting of the grant funding of £69,173, with match funding of £18,604 (originally thought to be provided as officer time) and administration costs of £4,454.

In addition, following further consultation with stakeholders, a trampette has been requested to be included at an additional cost of approximately £5,000.

Therefore, the total contribution by the Trust towards the project is a total of £28,058.

The next stages are:

- Submission and approval of a Monitoring and Evaluation plan by the funder
- Submission of at least three competitive quotes
- Public announcement of Project

We plan to have the first two stages complete by the next committee meeting.

Committee to approve

5. Hedge Laying

Funding was secured from HS2, to contract Groundwork to lead hedge laying by volunteers on the Scrubs. The Friends organised volunteers for 6 sessions with approximately 12 volunteers at each and have done an excellent job. Due to the bird nesting season this work has now stopped and can recommence in the autumn. A further quote will be obtained from Groundwork to complete the remainder of the hedge. HS2 has been approached but are unable to continue to fund this work and therefore the trust need to consider if it wishes to fund this work to completion. A quote will be presented at the next meeting.

Committee to note.

6. Grounds Maintenance and site management update

Footpath surfacing

Sandy loam continues to be spread along several well-trodden routes as a trial to mitigate for the wet conditions on the Scrubs. Wood chippings and mulch have also been spread by the contractor and volunteers to the woodland footpaths and along the path around the SBS depot. A two-metre path is also being maintained along the SBS hoarding as an alternative route.

Meadow signage

The signs requesting people to restrict their access to the meadow areas have been asked to be reinstated before the birds start to nest. In addition, ropes and pegs have also been requested to be installed to encourage people to only use the west of the meadow.

Tree Planting

250 small trees (whips) were planted in the eastern and north-eastern woodland during December 2021 and 53 standard trees will be planted around in February, and early March to diversify the canopy.

Bulb Planting

2,000 bulbs were planted in November and December 2021 along the eastern woodland path by two groups of volunteers. One was the Dementia Group, the other was FoWS volunteers led by Emma Ranson.

Committee to Note.

Traffic management

Several attempts have been made to repair or replace the current defunct traffic management system and a budget of £63,131 was agreed by the Trust on 8th December 2021 based on an estimate from a security firm for a system of rising bollards to replace this.

The tender specification increased the maintenance requirement to three years post warranty and omitted the CCTV element which could be provided by the Council. Two Quotes have been received for the traffic management system via the Councils E-procurement system. However, both prices are in excess of the agreed budget of £63,131.

Quote 1 £79,324 this includes:

- additional three years maintenance after one year warranty
- Additional bollard to stop vehicles avoiding barrier

Quote 2 £69,264.67 this includes:

- additional three years maintenance after one year warranty
- Additional 4 bollards to stop vehicles avoiding barrier. This item has been priced at £9,786.91 for additional bollards to withstand 7.5T @30mph

Evaluation of quotes is 60% Quality based on the method statement provided by the supplier and 40% Price. Both Method statements have been assessed as Good. The Council is confident that the suppliers understand the proposal and have assurance that the work will be delivered to a good standard.

Summary Evaluation

	Price	Price as %	Quality	Quality as %	Total
Quote 1	£79,324	34.9%	Good	48%	82.9%
Quote 2	£69,264.67	40%	Good	48%	88%

Recommendation

That Quote 2 is accepted. It is within 10% of the budget and includes additional bollards not foreseen within that budget.

Committee to Approve.

7. Weekend Parking charges

The introduction of weekend parking charges has now been implemented. The implementation will be monitored to ensure there is not significant displacement into residential areas.

Committee to Note.

8. Events

An 'Adult Sports Day' is planned for 11th September, with around 2,000 attendees, involved in team sports. The focus will be on the sport with some food concessions also present. The organisers successfully held a similar, though smaller, event in Fulham in 2021, which was well received and organised.

Committee to Approve.

9. Kensington Academy Licence Extension.

As Members may recall Kensington Academy requested a further extension to their licence to occupy land on Wormwood Scrubs. Attached in Appendix 1 is a copy of the agreed form of the licence for a further 1-year extension from 13/7/2021 at £26,523 (exclusive of VAT) per calendar month. Due to the value of the licence, this requires formal approval of the Trust.

Committee to Approve.

10. Recruitment

Trust Manager

A second advert has now been prepared to go out for a Trust Manager following changes to the job description and person to make the position more outward focussed, with the successful candidates having a real interest in the ecology of the Scrubs.

Wormwood Scrubs Development Manager (responsible for the Master Plan)

Applications have been received for this position following the retirement of Heather Marsh, with interviews planned later this month. It therefore hoped to have a person in place before the next committee.

Committee to Note.

11. Community Safety

A report from the Law Enforcement Team (LET) is provide in a separate report, supplied as Appendix 2.

Committee to Note.

12. Audit and Accounts

The Trust Accounts and Annual report and draft audit findings will be presented to the December Committee (elsewhere on the agenda).

Committee to Note.

14. Financial Forecast 2021/22

The financial forecast for Wormwood Scrubs Charitable Trust (“the Trust”) for 2021/22 is summarised below and is detailed in Annexe 1. Financial transactions for the financial year to date are set out in Annexe 2.

Activity	Outturn 2018/19	Outturn 2019/20	Outturn 2020/21	Budget 2021/22	Forecast 2021/22	Variance	Movement Between Years		Comments	Last Reported	Movement
							Budget	Forecast			
Pay and Display Meters & Cashless Parking	(351,834)	(324,945)	(212,757)	(300,000)	(315,853)	(15,853)	-41%	-48%	The budget is 92.3% of the 2019/20 outturn. Actual income April 2021 to January 2022 is £16,081 better than the budgeted period.	(322,837)	6,984
Hammersmith Hospital Car Park Licence	(337,229)	(346,995)	(353,547)	(360,619)	(362,466)	(1,847)	-2%	-3%	2021/22: £Q1 - Q3 @ £89,274.75 plus forecasted Q4 @ £94,643.39 (signed agreement)	(359,775)	(2,691)
Other income from activities for generating funds	(371,078)	(322,073)	(331,286)	(330,814)	(340,867)	(10,053)	0%	-3%	KAA Income (£318,276); Pony Centre Income (£10,125); UKPN rent (£3446); Filming income (£6,000); and investment income (£3,020)	(340,867)	0
Total Income and endowments	(1,060,141)	(994,013)	(897,590)	(991,433)	(1,019,186)	(27,753)	-10%	-14%		(1,023,479)	4,293
Grounds Maintenance	719,895	738,368	769,767	774,859	700,697	(74,162)	1%	-9%	Grounds Maintenance cost: £678,808 plus apportioned governance cost: £21,899	705,154	(4,457)
Contribution to Linford Christie Stadium	32,356	84,205	63,174	63,510	63,483	(27)	1%	0%	Fixed annual cost of £31,500; £30,000 (two year additional contribution for repair and maintenance of changing rooms); plus £1,983 governance costs.	63,746	(263)
Other Expenditure	80,945	24,235	15,209	191,741	210,578	18,838	1161%	1285%	£40,000 Non-routine maintenance, £103,320 Asbestos removal, £32,703 roadway improvements, £26,027 Depot wall demolition; £1,950 bird and bat boxes plus £6,578 governance costs	222,853	(12,275)
Trust Manager - Strategic Governance Review implementation	0	0	0	75,000	0	(75,000)	100%	100%	Manager is now forecasted to start in 2022/23 due job description revision	0	0
Total Expenditure	833,196	846,808	848,151	1,105,109	974,758	(130,351)	30%	15%		991,754	(16,996)
Net (income)/expenditure	(226,944)	(147,206)	(49,439)	113,676	(44,428)	(158,104)	330%	10%		(31,725)	(12,703)

The budget for 2021/22 was agreed with an anticipated deficit of £113,675 to be deducted from the Trust’s reserves. The current forecast (as at 28th February 2022) is a surplus of £44,428, which is £158,104 better than budget. The main reasons for this are increased income; reduced grounds maintenance costs; and delayed project manager recruitment.

The Trust’s audited opening unrestricted income funds balance for 2021/22 was £938,377. Subject to audit, this 2021/22 outturn means that £982,806 general unrestricted income funds will be carried forward to 2022/23. The Trust’s closing funds for 2021/22 are, therefore, estimated at £5,982,807 when £5,000,001 fixed asset funds are added.

Income (2021/22)

The 2021/22 income budget was set at £991,433. The current forecast, at £1,019,186, contributes £27,753 to the overall favourable budget variance.

Hospital car park income under the Hammersmith Car Park Licence agreement is £362,466 (exceeding budget by £1,847). The 2021/22 budget for other income (£330,814) was primarily the £318,276 annual rental income payable by the Kensington Aldridge Academy (KAA). This remains the current projection for KAA income. The forecast is for other income sources to exceed budget by £10,053.

The pay and display parking income budget was held at £300,000 (93.2% of the 2019/20 outturn). The current forecast is £315,853 as actual income year-to-date continues to indicate that parking levels are recovering but will remain below the £324,945 2019/20 outturn.

Although actual parking income for the period April to October 2021 was on average similar to the equivalent 2019/20 period (only £719 less), income levels November 2021 to January 2022, have reduced the 2021/22 income level to 95% of the equivalent 2019/20 outturn. This is, however, 62.8% better than the equivalent 2020/21 period (Covid-19 related).

2021/22 Parking income comparison with 2019/20 and 2020/21 (P&D and Meters)							
Month	2019/20 (£)	2020/21 (£)	2021/22 (£)	2019/20 Change (£)		2020/21 change (£)	
April	-£27,470.00	-£7,135.37	-£27,825.67	-£355.67	-1.3%	-£20,690.30	-290.0%
May	-£29,325.92	-£8,984.83	-£28,055.75	£1,270.17	4.3%	-£19,070.92	-212.3%
June	-£28,208.96	-£13,883.71	-£31,971.37	-£3,762.41	-13.3%	-£18,087.66	-130.3%
July	-£30,077.63	-£18,973.08	-£27,416.96	£2,660.67	8.8%	-£8,443.88	-44.5%
August	-£26,128.62	-£14,879.42	-£24,401.25	£1,727.37	6.6%	-£9,521.83	-64.0%
September	-£27,696.71	-£24,991.83	-£28,064.46	-£367.75	-1.3%	-£3,072.63	-12.3%
October	-£29,663.67	-£19,489.27	-£30,117.29	-£453.62	-1.5%	-£10,628.02	-54.5%
November	-£28,501.83	-£20,266.83	-£25,339.71	£3,162.12	11.1%	-£5,072.88	-25.0%
December	-£24,418.21	-£17,716.88	-£21,288.46	£3,129.75	12.8%	-£3,571.58	-20.2%
January	-£28,546.67	-£17,085.54	-£21,600.50	£6,946.17	24.3%	-£4,514.96	-26.4%
Totals	-£280,038.22	-£163,406.76	-£266,081.42	£13,956.80	5.0%	-£102,674.66	-62.8%

Governance costs 2021/22

The indirect costs of managing the Wormwood Scrubs (governance costs – i.e. legal charges, audit fees and Central Finance support costs) are apportioned to expenditure based on value.

The 2021/22 governance costs budget was set at £28,000. The current forecast, at £30,450, is £2,450 more than budget. Forecasted governance costs are apportioned as follows: planned contractual grounds maintenance (£21,889); Linford Christie Stadium contribution (£1,983); non-routine maintenance and other costs (£6,578).

Expenditure 2021/22

The 2021/22 expenditure budget was set at £1,105,109 (£1,077,109 plus £28,000 governance costs). The current expenditure forecast is £974,758 (£944,308 plus £30,450 governance costs). This favourable variance contributes £130,351 to the net budget underspend.

The planned contractual Grounds Maintenance (GM) budget was set at 774,859 (using estimated price indices – DERV Fuel, Plant & Road Vehicles, and GLPC pay scales) Confirmed price indices (£626,186, April 2021 to January 2022) and estimated new contract costs from 1st February 2022 (£52,621.83) mean the current GM forecast is £700,697 (£678,808 plus £21,889 governance costs), which is a favourable variance of £74,162.

The Linford Christie Stadium contribution budget was set at £63,510 (£31,500 fixed contribution; £30,000 additional contribution; and £2,010 apportioned governance costs). The current forecast, at £63,483 (61,500 plus £1,983 governance costs) is £27 less than the budget.

The budget for other expenditure was set at £191,741 (non-routine maintenance (£45,000); one-off contribution to asbestos removal (£103,320); roadway improvements (£40,000); bird and bat Boxes (£1,950) and apportioned governance costs (£1,471)). The current forecast is £18,838 above budget, at £210,578, owing mainly to depot wall demolition and increased governance costs apportionment (£6,578).

Delayed recruitment of the project manager to 2022/23 contributes £75,000 to the £158,104 underspend; almost half.

Committee to Note

15. Financial Budget 2022/23

The proposed budget for Wormwood Scrubs Charitable Trust (“the Trust”) for 2022/23 is summarised below along with details of movements and assumptions.

Income and Expenditure							
Activity	Outturn 2018/19	Outturn 2019/20	Forecast 2020/21	Proposed Budget 2021/22	Revised Budget 2021/22	Proposed Budget 2022/23	Forecast 2023/24
Pay and Display Parking Meters	(351,834)	(324,945)	(212,757)	(300,000)	(300,000)	(324,945)	(351,834)
Hammersmith Hospital Car Park Licence	(337,229)	(346,995)	(353,547)	(360,619)	(360,619)	(381,413)	(388,278)
Other income from activities for generating funds	(371,078)	(322,073)	(331,286)	(330,814)	(330,814)	(346,668)	(346,668)
Total Incoming Resources from Generated Funds	(1,060,141)	(994,013)	(897,590)	(991,433)	(991,433)	(1,053,026)	(1,086,780)
Grounds Maintenance	719,895	738,368	769,767	774,859	774,859	430,764	434,635
Contribution to Linford Christie Stadium	32,356	84,205	63,174	63,510	63,510	65,278	65,362
Other Expenditure	80,945	24,235	15,209	46,471	191,741	228,575	197,122
Project Manager - Strategic Governance Review implementation				75,000	75,000	77,712	77,812
Total Resources Expended	833,196	846,809	848,151	959,839	1,105,109	802,329	774,931
Net Incoming Resources	(226,945)	(147,205)	(49,439)	(31,595)	113,675	(250,697)	(311,849)

The proposal is for a 2022/23 net income budget of £250,697. This is significantly higher than recent years mainly due to contractual changes.

Income Budget 2022/23

The proposed 2022/23 income budget is £1,053,026. This is £61,593 more than the 2021/22 revised budget and £33,840 more than the current 2021/22 forecast.

2021/22 income from Pay and Display and Parking Meters has been affected by the Covid-19 lockdown. Although caution is still being applied, the 2022/23 budget (£324,945) is set at the level of the 2019/20 outturn as it is anticipated that that income will begin to improve following the introduction of weekend parking.

The Hammersmith Car Park Licence budget (£381,413) is set based on the current agreed quarterly rate plus a 1.3% uplift is forecasted for Quarter 4 (January to March 2023).

The budget for other income includes £324,005 annual rental income payable by KAA for the temporary site and £6,000 Filming income from ad hoc filming assignments. Also included is: £10,125 Pony Centre income; £3446 annual rental income payable by UKPN for occupation of the Scrubs land for the electric vehicle charging points (the agreement continues for the next four years); and £3,092 estimated investment income from the bank balance and lodge.

Expenditure Budget 2022/2023

The proposed 2022/23 expenditure budget is £802,329. Expenditure is planned as far as possible, with priority being given to essential works.

Excluding the fixed Grounds Maintenance contract sum all costs are estimated. The budget is £302,780 and £179,429 less than the 2021/22 budget and 2021/22 forecasted outturn, respectively. Included in expenditure budget are Grounds Maintenance client charges; Project Manager costs (2-year assignment); non-routine maintenance; and items agreed but not implemented in 2021/22.

The budget for governance costs, apportioned to expenditure budgets based on value, is £28,000. This estimate includes audit, legal fees and finance support.

Forecast Changes									
Activity	Adjustments	Budget 2018/19	Budget 2019/20	Budget 2020/21	Approved Budget 2021/22	Revised Budget 2021/22	Proposed Budget 2022/23	Forecast 2023/24	Notes
Pay and Display & Cashless Parking	Brought forward	(287,012)	(281,611)	(345,428)	(345,428)	(345,428)	(300,000)	(324,945)	1
	Adjustment	5,401	(63,817)	45,428	45,428	45,428	(24,945)	(26,889)	
	Carried forward	(281,611)	(345,428)	(300,000)	(300,000)	(300,000)	(324,945)	(351,834)	
Hammersmith Hospital Car Park Licence	Brought forward	(322,896)	(336,109)	(348,178)	(353,547)	(353,547)	(360,619)	(381,413)	2
	RPI increase	(13,213)	(11,686)	(5,947)	(7,072)	(7,072)	(20,794)	(6,865)	
	Carried forward	(336,109)	(347,795)	(354,126)	(360,619)	(360,619)	(381,413)	(388,278)	
Other income from activities for generating funds	Brought forward	(95,873)	(138,341)	(147,341)	(321,038)	(321,038)	(330,814)	(346,668)	3
	Additional income	(76,085)	(9,000)	(173,697)	(9,776)	(9,776)	(15,854)	0	
	Carried forward	(171,958)	(147,341)	(321,038)	(330,814)	(330,814)	(346,668)	(346,668)	
Grounds Maintenance	Brought forward	688,761	699,994	723,535	749,365	749,365	315,731	317,731	4
	Inflation on contract	10,712	40,180	26,264	974	974	100,000	101,200	
	Carried forward	699,473	740,174	749,799	750,339	750,339	415,731	418,931	
	Governance cost apportioned	18,024	22,187	22,149	24,520	20,965	15,033	15,704	
	Budget	717,497	762,360	771,949	774,859	771,304	430,764	434,635	
Contribution to Linford Christie Stadium	Brought forward	31,500	31,500	61,500	61,500	61,500	61,500	63,000	5
	Carried forward	31,500	31,500	61,500	61,500	61,500	63,000	63,000	
	Governance cost apportioned	844	944	1,817	2,010	1,718	2,278	2,362	
	Budget	32,344	32,444	63,317	63,510	63,218	65,278	65,362	
Other Expenditure	Brought forward	20,000	29,000	35,000	35,000	35,000	190,270	220,598	6
	Carried forward	20,000	29,000	35,000	45,000	190,270	220,598	190,000	
	Governance cost apportioned	5,637	869	1,034	1,471	5,316	7,977	7,122	
	Budget	25,637	29,869	36,034	46,471	195,586	228,575	197,122	
Trust Manager - Strategic Governance Review implementation	Brought forward						75,000	75,000	7
	Carried forward						2,712	2,812	
	Budget				75,000	75,000	77,712	77,812	
Governance costs (Audit & Legal & Finance)	Estimated	19,351	24,000	25,000	28,000	28,000	28,000	28,000	8
	Governance cost apportioned	(19,351)	(24,000)	(25,000)	(28,000)	(28,000)	(28,000)	(28,000)	
	Budget	-	-	-	-	-	-	-	

Notes									
1. Pay & Display and cashless parking income budget is set the same as the 2019/20 outturn (£324,945) This is higher than the 2021/22 forecasted outturn due to the anticipation of reduced COVID-19 impact and the introduction of weekend parking.									
2. Agreed inflationary increase of 6% from Q4 2021/22 to be carried forward for Q1-Q3 2022/23 (£378,573.50 annually). Contracted increase for Q4 2023/23 based on contractual indices is estimated at 1.3%.									
3. The budget for KAA income is set at £324,004.97 (12 months estimated @ £27,000.41). Filming/Events income is set at £6,000 as it is assumed to be earned after the KAA occupation (2024/25). Other income also includes Pony Centre (£10,125); UKPN (£3,446); and Investment income (£3,092)									
4. New Grounds Maintenance contract w.e.f. 1st February 2022 @ £284,730.96 (fixed) annually plus £31,000 (variable) client fee (11% of estimated cost of Parks team) non-routine maintenance (£70,000); and depot wall rebuild (£30,000).									
5. Currently a fixed contribution. As the stadium has pressures on maintenance (including minimising legionella risks and providing fully operational changing rooms, lighting equipment, etc) the proposal is to permanently double this fixed contribution (£63,000).									
6. Depending on the work done by the Council, every effort is being made to plan ad hoc works and to keep expenditure at a minimum. This 2022/23 budget anticipates: London Development Trust's consultation (£22,540); commencement of Kensington Dragon proposals (£100,000); traffic management system installation (recommendation: 70,000 - revised from previously approved £63,000); Play equipment Braybrook Street (£28,058 including, matched grant funding).									
7. Temporary trust management role. £75,000 plus £2,712 apportioned governance costs.									
8. Legal, audit and finance support costs are apportioned to the expenditure budgets as shown.									

Hedge laying costs have not been included in the proposed budget as approval is pending and costs have not been confirmed (paragraph 5 above).

Committee to Approve

Trust Funds

Subject to 2021/22 audit, general unrestricted income funds at the end of 2021/22 are now projected at £982,806. Assuming the proposed budget is approved these funds will increase to £1,233,503 and £1,545,352 at the end of 2023/23 and 2023/24, respectively.

Given the current 2021/22 forecast and proposed 2022/23 budget, total Charity Trust funds are estimated to increase as shown below.

Balance Sheet at end of Year							
	Outturn 2018/19	Outturn 2019/20	Outturn 2020/21	Approved Budget 2021/22	Forecasted Outturn 2021/22	Proposed Budget 2022/23	Forecast 2023/24
Tangible Assets	5,000,001	5,000,001	5,000,001	5,000,001	5,000,001	5,000,001	5,000,001
Cash at bank	753,688	630,800	684,358	970,426	982,806	1,233,503	1,545,352
Creditors	(11,500)	(52,131)	(46,258)	0	0	0	0
Debtors	0	310,723	300,277	0	0	0	0
Net Assets	5,742,189	5,889,393	5,938,378	5,970,427	5,982,807	6,233,504	6,545,353
Fixed Assets funds	5,000,001	5,000,001	5,000,001	5,000,001	5,000,001	5,000,001	5,000,001
Unrestricted Income Funds	742,188	889,392	938,377	970,426	982,806	1,233,503	1,545,352
Total Charity Funds	5,742,189	5,889,393	5,938,378	5,970,427	5,982,807	6,233,504	6,545,353

Committee to Note

2021/22 Financial Forecast

Wormwood Scrubs Charitable Trust

Statement of Financial Activities for Year ended 31 March 2022

Income and Expenditure	2021/22 Forecast	2020/21 Actual	Notes
	£	£	
Income and endowments from:			
Donations and legacies			
Income from Charitable activities:			
Pay and Display Parking Meters	(315,853)	(212,757)	Parking income is recovering and is almost at pre-COVID-19 levels
Hammersmith Hospital Car Park Licence	(362,466)	(353,547)	Contracted lease payments are expected to increase by inflation
Other trading activities	(337,847)	(338,391)	Includes income from the KAA, UKPN charging points, Pony Centre and filming income.
Income from Investments	(3,020)	(3,020)	Interest on cash balances and rental income from the park lodge.
Income from donations and grants		(94,365)	HS2 Ltd
Total Income and endowments	(1,019,186)	(1,002,080)	
Expenditure on:			
Raising funds	0	0	
Charitable activities:			
Contribution to Linford Christie Stadium	63,483	63,963	Contribution to Linford Christie Stadium plus proportion of governance costs.
Non Routine Maintenance of Wormwood Scrubs	41,290	13,730	Expenditure on non-routine grounds maintenance plus proportion of governance costs.
Routine Grounds Maintenance of Wormwood Scrub	700,697	779,370	Grounds Maintenance contracted spend plus proportion of governance costs.
Direct Staff	0	0	Project manager costs plus a proportion of governance costs
Charitable expenditure	0	94,365	HS2 Ltd
Other expenditure	169,288	1,668	Asbestos removal, roadway repairs and bird & bat boxes
Total Expenditure	974,758	953,096	
Net gains/(losses) on investments			
Net (income)/expenditure	(44,428)	(48,984)	
Reconciliation of Funds			
Total funds brought forward	(5,938,378)	(5,889,394)	
Total funds carried forward	(5,982,807)	(5,938,378)	

All income is unrestricted.

Annexe 2

Wormwood Scrubs Charitable Trust Transactions (1st April 2021 to 14th February 2022)		
		97,336.98
Activity	Comments	Amount £
Other Expenditure	LINFORD CHRISTIE STADIUM ASBESTOS CLEARANCE CONTRIBUTION	103,320.00
Other Expenditure	HLP019826 - REACTIVE - HEATING - PLEASE	459.00
Other Expenditure	ESTIMATE REF THAM2234 FROM M. LABELLE	32,702.94
Non Routine Maintenance of Wormwood Scrubs	CLEAN AND REFURBISH SIGNAGE AT WORMWOOD	650.00
Non Routine Maintenance of Wormwood Scrubs	SUPPLY SIGNS AS EST 42790 ARTWORK TO	636.78
Non Routine Maintenance of Wormwood Scrubs	INSTALLATION OF SIGNS AT WORMWOOD	1,487.00
Non Routine Maintenance of Wormwood Scrubs	INSTALL 15 BAT BOXES, WORMWOOD SCRUBS	1,050.00
Routine Grounds Maintenance of Wormwood Scrubs	WSCT - FIXED GROUND MAINTENANCE 2021/22 TO P10	626,186.11
Non Routine Maintenance of Wormwood Scrubs	REMOVING PROTESTOR BANNER ALOFT IN TREES	300.00
Non Routine Maintenance of Wormwood Scrubs	1KAS/20563	2,060.00
Non Routine Maintenance of Wormwood Scrubs	FENCE REPAIR AT BMX AFTER DAMAGE DURING	660.00
Non Routine Maintenance of Wormwood Scrubs	FENCE REPAIR AT OLD OAK COMMON ALL	715.00
Non Routine Maintenance of Wormwood Scrubs	WORMWOOD SCRUBS, WOODLAND STAND	2,400.00
Non Routine Maintenance of Wormwood Scrubs	KAS/20878: RE-SECURE 1NO EXISTING SEAT	525.00
Non Routine Maintenance of Wormwood Scrubs	20 X FB14 PADLOCKS + 5 KEYS	371.50
Non Routine Maintenance of Wormwood Scrubs	TO REINSTATE COMMEMORATIVE BENCH AT	190.00
Non Routine Maintenance of Wormwood Scrubs	TO REINSTATE COMMEMORATIVE BENCH AT	(10.00)
Non Routine Maintenance of Wormwood Scrubs	1REPAIR HEIGHT RESTRCITION KAS20993	210.00
Non Routine Maintenance of Wormwood Scrubs	PROVIDE NEW POST AND CONCRETE FOR	890.00
Non Routine Maintenance of Wormwood Scrubs	ARCHITECT DRAWINGS OF THE WORMWOOD	925.00
Non Routine Maintenance of Wormwood Scrubs	PRS/21202 REPAIRS TO BARRIER AND	1,140.00
Non Routine Maintenance of Wormwood Scrubs	EMERGENCY REPAIR TO BOLLARD TO THE	400.00
Non Routine Maintenance of Wormwood Scrubs	RE-BED HAUNCHING ON MANHOLE. M04783	100.00
Non Routine Maintenance of Wormwood Scrubs	60 TONNES OF SANDY LOAM DRESSING SCRUBS	2,863.00
Non Routine Maintenance of Wormwood Scrubs	60 TONNES OF SANDY LOAM DRESSING SCRUBS	(0.68)
Other Expenditure	DEMOLITION AND DISPOSAL OF SCRUBS DEPOT	7,500.00
Other Expenditure	HOARDING FOR SCRUBS WALL - 20 X 2 METRES	7,400.00
Other Expenditure	SCRUBS DEPOT WALL NEW BRICKS	7,251.00
Non Routine Maintenance of Wormwood Scrubs	WORMWOOD SCRUBS BRAYBROOK ST PLAY AREA	205.00
Non Routine Maintenance of Wormwood Scrubs	TRADE CARD: 63316400 14982466. CUSTOMER	426.73
Non Routine Maintenance of Wormwood Scrubs	METAL BRACING TO PLAY BARK TIMBERS	180.00
Non Routine Maintenance of Wormwood Scrubs	WORMWOOD SCRUBS GATE REPAIR KAS/21527	890.00
Non Routine Maintenance of Wormwood Scrubs	3NO LOCKABLE NOTICEBOARDS AS Q4432 DATED	3,498.00
Non Routine Maintenance of Wormwood Scrubs	CLEAR OIL TREATMENT TO NOTICEBOARDS FOR	450.00
Non Routine Maintenance of Wormwood Scrubs	INSTALL NOTICEBOARDS AT WORMWOOD SCRUBS	660.00
Non Routine Maintenance of Wormwood Scrubs	ARTWORK AS QUOTE LBHF00643 A3 SIGNS	210.00
Contribution to Linford Christie Stadium	ADDITIONAL CONTRIBUTION FROM WSCT TO LINFORD CHRIS	30,000.00
Contribution to Linford Christie Stadium	ANNUAL CONTRIBUTION FROM WSCT TO LINFORD CHRISTIE	31,500.00
Other Expenditure	WORMWOOD SCRUBS DEFIBRILLATOR - CARDIAC	985.00
Other Expenditure	ARTWORK FOR WORMWOOD SCRUBS SIGN	735.00
Other Expenditure	CONSULTANCY: PARK LODGE- REVIEW AND OPTIONS	1,950.00
Governance Costs - Legal	Legal fees	2,250.00
Governance Costs - Legal	Legal fees	4,700.00
Governance Costs - Legal	Legal fees	475.00
Governance Costs - Legal	Legal fees	7.20
Governance Costs - Legal	Legal fees	1,094.40
Governance Costs - Legal	Legal fees	1,137.60
Governance Costs - Legal	Legal fees	734.40
Governance Costs - Legal	Legal fees	1,382.40
Governance Costs - Legal	Legal fees	36.00
Governance Costs - Legal	Legal fees	14.40
Governance Costs - Legal	Legal fees	410.40
Governance Costs - Legal	Legal fees	2,152.80

Activity	Comments	Amount £
Governance Costs - Legal	Legal fees	572.00
Governance Costs - Legal	Legal fees	14.40
Governance Costs - Legal	Legal fees	79.20
Governance Costs - Legal	Legal fees	2,138.40
Governance Costs - Legal	Legal fees	21.60
Governance Costs - Legal	Legal fees	21.60
Governance Costs - Legal	Legal fees	1,101.60
Governance Costs - Legal	Legal fees	748.80
Governance Costs - Legal	Legal fees	2,044.80
Governance Costs - Legal	Legal fees	230.40
Governance Costs - Legal	Legal fees	172.80
Governance Costs - Legal	Legal fees	288.00
Governance Costs - Legal	Legal fees	5 11.20
Governance Costs - Legal	Legal fees	381.60
Governance Costs - Legal	Legal fees	60.00
Governance Costs - Legal	Legal fees	1,065.60
Governance Costs - Legal	Legal fees	57.60
Governance Costs - Legal	Legal fees	100.80
Other Expenditure	BC RECHARGE BURLINGTON DANES SCH 2021/00912/DESIGN	900.00
Governance Costs - Audit	Audit Fees	(9,750.00)
Governance Costs - Audit	Audit Fees	5,000.00
Governance Costs - Audit	Audit Fees	4,950.00
Pay and Display Parking Meters	WORMWOOD SCRUBS PARKING INCOME APRIL 2021 VAT	(27,825.67)
Pay and Display Parking Meters	WORMWOOD SCRUBS PARKING INCOME MAY 2021 VAT	(28,055.75)
Pay and Display Parking Meters	WORMWOOD SCRUBS PARKING INCOME JUNE 2021 VAT	(31,971.37)
Pay and Display Parking Meters	WORMWOOD SCRUBS PARKING INCOME JULY 2021 VAT	(27,416.96)
Pay and Display Parking Meters	WORMWOOD SCRUBS PARKING INCOME AUGUST 2021 VAT	(24,401.25)
Pay and Display Parking Meters	WORMWOOD SCRUBS PARKING INC SEPT 2021 VAT	(28,064.46)
Pay and Display Parking Meters	WORMWOOD SCRUBS PARKING INC OCT 2021 VAT	(30,117.29)
Pay and Display Parking Meters	WORMWOOD SCRUBS PARKING INC DEC 2021 VAT	(21,288.46)
Pay and Display Parking Meters	FILMIMNG SCRUBS LANE CAR PARK - PARKING	(866.95)
Pay and Display Parking Meters	FILMIMNG SCRUBS LANE CAR PARK - PARKING	(866.95)
Pay and Display Parking Meters	FILMIMNG SCRUBS LANE CAR PARK - PARKING	(866.95)
Other trading activities	FILMING WORMWOOD SCRUBS	(179.20)
Other trading activities	FILMING - WORMWOOD SCRUBS - PHOTO SHOOT	(1,433.57)
Other trading activities	HIRE OF 11-A-SIDE PITCH	(99.60)
Other trading activities	Charing Cross Hospital Adjustment	(107,129.10)
Other trading activities	Charing Cross Hospital Adjustment	107,129.10
Other trading activities	Charing Cross Hospital Adjustment	(67,800.00)
Other trading activities	Charing Cross Hospital Adjustment	67,800.00
Other trading activities	Charing Cross Hospital PERIOD Q1 : 25/03/21 TO 23/06/210 (WWD SCBS CR PK)	(89,274.25)
Other trading activities	Charing Cross Hospital PERIOD: 29/09/21 TO 24/12/21 (WWD SCBS CR PK)	(89,274.25)
Other trading activities	Charing Cross Hospital PERIOD: 24/06/21 TO 28/09/21 (WWD SCBS CR PK)	(89,274.25)
Other trading activities	Charing Cross Hospital PERIOD: 25/12/21 TO 24/03/22 (WWD SCBS CR PK)	(94,643.89)
Other trading activities	Kensington Aldridge Academy - APRIL 2021	(26,523.00)
Other trading activities	Kensington Aldridge Academy - MAY 2021	(26,523.00)
Other trading activities	Kensington Aldridge Academy - JUNE 2021	(26,523.00)
Other trading activities	Kensington Aldridge Academy - JULY 2021	(26,523.00)
Other trading activities	Kensington Aldridge Academy - AUGUST 2021	(26,523.00)
Other trading activities	Kensington Aldridge Academy - SEPTEMBER 2021	(26,523.00)
Other trading activities	Kensington Aldridge Academy - OCTOBER 2021	(26,523.00)
Other trading activities	Kensington Aldridge Academy - NOVEMBER 2021	(26,523.00)
Other trading activities	Kensington Aldridge Academy - DECEMBER 2021	(26,523.00)
Other trading activities	Kensington Aldridge Academy - JANUARY 2022	(26,523.00)
Other trading activities	Kensington Aldridge Academy - FEBRUARY 2022	(26,523.00)
Other trading activities	Kensington Aldridge Academy - MARCH 2022	(26,523.00)
Income from Investments	Mr Jenkyns Keigwin APRIL TO SEPT 2021 - PK LDG	(546.00)
Income from Investments	Mr Jenkyns Keigwin OCT TO DEC 2021 - PK LDG	(273.00)
Income from Investments	Mr Jenkyns Keigwin JAN TO MAR 2022 - PK LDG	(273.00)
Other trading activities	UPKN RENT 202122 @ X3446 P.A.	(3,446.00)
Other trading activities	Network Rail Access & Compound Licence income	(25,000.00)
Other trading activities	Network Rail Access & Compound Licence income	5,000.00
Other trading activities	Network Rail Access & Compound Licence income	(5,000.00)
Main activities		(34,558.69)

Activity	Comments	Amount £
Governance Costs	Legal and administration	6,975.00
Governance Costs	Legal and administration	1,344.00
Governance Costs	Legal and administration	3.00
Governance Costs	Legal and administration	388.80
Governance Costs	Legal and administration	100.00
Governance Costs	Legal and administration	583.20
Governance Costs	Legal and administration	200.00
Governance Costs	Legal and administration	403.20
Governance Costs	Legal and administration	1,260.00
Governance Costs	Legal and administration	100.80
Governance Costs	Legal and administration	352.80
Governance Costs	Legal and administration	1,404.00
Governance Costs	Legal and administration	14.40
Governance Costs	Legal and administration	43.20
Governance Costs	Legal and administration	187.20
Governance Costs	Legal and administration	751.20
Governance Costs	Legal and administration	151.20
Governance Costs	Legal and administration	1,000.00
Governance Costs	Legal and administration	626.40
Governance Costs	Legal and administration	1,350.00
Governance Costs	Legal and administration	14.40
Governance Costs	Legal and administration	50.00
Governance Costs	Legal and administration	705.60
Governance Costs	Legal and administration	948.80
Governance Costs	Legal and administration	50.00
Governance Costs	Legal and administration	11,567.84
Governance Costs	Legal and administration	1,047.80
Governance Costs	Legal and administration	2,217.00
Governance Costs	Legal and administration	1,488.00
Governance Costs	Legal and administration	4,086.60
Governance Costs	Legal and administration	643.71
Governance Costs	Legal and administration	2,354.24
Governance Costs	Legal and administration	2,251.22
Governance Costs	Legal and administration	350.68
Governance Costs	Legal and administration	5,569.23
Governance Costs	Legal and administration	6,762.58
Governance Costs	Legal and administration	1,666.21
Governance Costs	ACCRUALS-WSC020-LAND USE INVOICE-HS2 DEBTOR	2,805.00
Governance Costs	HS2 CHARGES	(700.00)
Governance Costs	HS2 CHARGES	(10,197.50)
HS2 Ltd		131,895.67
Overall Result		97,336.98



dated

2021

The Mayor and Burgess of the London Borough of Hammersmith and Fulham

and

The Secretary of State for Housing Communities and Local Government

Licence to Occupy

in relation to land off Scrubs Lane, Wormwood, Scrubs, London

Trowers & Hamlins LLP
3 Bunhill Row
London
EC1Y 8YZ
t +44 (0)20 7423 8000
f +44 (0)20 7423 8001
www.trowers.com

trowers & hamlins

Licence to occupy

dated

2021

Parties

- (1) **The Mayor and Burgess of the London Borough of Hammersmith and Fulham** of Town Hall, King Street, Hammersmith W6 9JU (the **Licensor**); and
- (2) **The Secretary of State for Housing Communities and Local Government** of Fry Building, 2 Marsham Street, London SW1P 4DF (the **Licensee**).

Introduction

Agreed terms

1 Definitions and interpretation

In this Licence the following words and expressions have the meaning specified except when expressly stated to the contrary.

1.1 Definitions

Academy means an Academy falling within the description contained in Section 1(10) Academies Act 2010;

Accessways mean the roadways and footpath (forming part of the Estate) shown coloured blue and green on the Plan;

Authorised Use means use for the purpose of a temporary school for the occupation provision of the Kensington Aldridge Academy for the education services and for community fundraising and recreational purposes and the locating of the Retained Works in accordance with the Planning Permission and for undertaking the Reinstatement Programme Works;

Conduits mean all or any of the sewers, drains, channels, gutters, gullies, mains, ducts, pipes, wires, optical fibres, cables, conduits, watercourses and any conducting media and ancillary apparatus now laid or during the Licence Period laid, over or under the Designated Space, Accessways, Estate and Other Licensor's Land or serving them now or during the Licence Period;

Necessary Consents means all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any for the Authorised Use;

Contaminated Land Regime means the contaminated land regime under Part 2A of the Environmental Protection Act 1990 (as amended from time to time) and any statutory instrument, circular or guidance issued under it;

Designated Space means the area shown edged yellow on the Plan forming part of

the Estate

Enforcing Authority means the relevant regulator for the Designated Space under the Contaminated Land Regime;

Environment means the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media;

Environmental Law means all applicable laws, statutes, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes (as amended from time to time) in so far as they relate to the protection of the Environment;

Estate means the remainder of the land within title number BGL75687; known as Wormwood Scrubs and Old Oak Common, Wood Lane London W12 0DF (vested in the Licensor and held by it on a charitable trust in accordance with the Wormwood Scrubs Act 1879)

Hazardous Substances means any material, substance or organism which, alone or in combination with others, is capable of causing harm to the Environment or which is likely to cause an actionable nuisance;

Licence Fee means £26,523 (exclusive of VAT) per calendar month;

Licence Period means the period from 13 July 2021 until 31 March 2022 or if earlier the date on which the permission given to the Licensee under clause 2 is determined in accordance with clause 6.1;

Licensor's Costs means the proper licensor's legal, surveyor and other professional advisors fees properly incurred in connection with this Licence

MOD Consent means the consent of the Ministry of Defence to the grant of this Licence to the Licensee a copy of which attached to this licence under Schedule 4

NJUG means the National Joint Utilities Group guidelines, issue 2 of 16 November 2007 relating to Planning, Installation and Maintenance of Utility Apparatus in Proximity to Trees

Other Licensor's Land: means Woodman's Mews registered under title number TQ2281NE

Plan means the plan annexed to this Licence;

Planning Acts mean the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004; the Planning Act 2008; the Localism Act 2011 and the Growth and Infrastructure Act 2013; Housing and Planning Act 2016; The Town and Country Planning (Development Management Procedure) (England) Order 2015

Planning Permission: planning permission granted to the Licensee, ref: 19/0045/FUMOPDC dated 18/04/2019 annexed to this Licence under Schedule 3 ;

Reinstatement Programme Works (hereinafter RPW) means the reinstatement programme works to be agreed by the Licensor and Licensee in accordance with the provisions of the licence and Schedule 5;

Schedule of Condition: means the schedule of condition attached to this licence under Schedule 7;

Services Locations Plan means the plan annexed to this licence at Schedule 6 which is subject to further revision and alteration, such revisions and alterations are to be agreed between the Parties (acting reasonably) and attached to this licence as soon as possible;

Trustee means the trustees of the Wormwood Scrubs Charitable Trust;

Working Day means any day other than a Saturday, Sunday or public holiday in England and Wales when banks in London are open for transactional business to the public and **Working Days** shall be construed accordingly;

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax; and

Retained Works means the Licensee's retained works in accordance with the Planning Permission and Schedule 3

1.2 Interpretation

1.2.1 Any reference to VAT means value added tax (as defined in the Value Added Taxes Act 1994) and includes any tax of a similar nature which may be substituted for or levied in addition to it.

1.2.2 Where there are two or more persons included in the expression **the Licensee** undertakings given into by the Licensee are deemed to be given by such persons jointly and severally

1.2.3 Where there are two or more persons included in the expression **the Licensee** an event will be deemed to have occurred if it happens to any one of them for the purposes of this Licence.

1.2.4 References in this Licence to any legislation are to that legislation as it may have been extended, modified, amended, re-enacted or replaced from time to time

1.2.5 References generally to legislation include statutory instruments, regulations and other derivative legislation and subordinate made from time to time made under such statutes or statutory provisions legislation.

1.2.6 Any reference to a **person** includes reference to an individual, firm, partnership, company, association, organisation or trust and in each case whether or not having a separate legal personality.

- 1.2.7 Any reference to a **company** includes any company, corporation or any other body corporate wherever incorporated.
- 1.2.8 Any undertaking or agreement by the Licensee not to do or omit any act or thing includes an undertaking or agreement not to suffer or permit the doing or omission of that act or thing.
- 1.2.9 The expression **the Licensor** means the owner for the time being in which the freehold estate in the Designated Space and the Estate is vested and registered under title number BGL75687 at HM Land Registry.
- 1.2.10 If any provision (or part of a provision) of this Licence is held to be invalid, unenforceable or illegal, then it shall not affect the validity of the remaining provisions
- 1.2.11 The headings above the clauses and the contents pages of this Licence are for reference only and do not affect its construction.
- 1.2.12 Any reference to a clause or schedule without further designation are a reference to a clause or schedule of this Licence

2 **Licence**

- 2.1 The Licensor grants the Licensee permission for the Licence Period in common with the Licensor and all others authorised by the Licensor (including all general user and occupiers of the Estate) so far as is not inconsistent with the permission given:
- 2.1.1 to use the Designated Space for the Authorised Use; and
- 2.1.2 to exercise the rights set out in Schedule 1.
- 2.2 The Licensors excepts and reserves the matters set out in Schedule 2.

3 **Licensee's undertakings**

3.1 **Licence fee and other payments**

- 3.1.1 The Licensee will pay:
- (a) the Licence Fee (plus VAT) to the Licensor in advance on the first day of each month; the first payment, or a due proportion apportioned on a daily basis, to be made on the date of this Licence;
 - (b) all future rates, taxes, and other outgoings payable during the Licence Period which are now or may at any time be assessed, charged or imposed on the Designated Space;
 - (c) the Licensor's Costs within 15 working days of demand; and
 - (d) All VAT due on any payments under this Licence

3.2 **Authorised use**

The Licensee will not use the Designated Space for any purposes whatsoever other than the Authorised Use.

3.3 **The Reinstatement Programme Works (RPW)**

The Licensee will carry out the RPW in accordance with the provisions of this licence and schedule 5

3.3.1 **Consents**

Before commencing the RPW the Licensee shall:

- (a) obtain all Necessary Consents for the lawful carrying out and completion of the RPW and do all things necessary and make all payments required for obtaining of such consents and the Licensor hereby consents to any applications for such consents;
- (b) provide the Licensor with a copy of such Necessary Consents as soon as reasonably practicable following receipt of the same.

3.3.2 **Standard of the RPW**

If the Licensee carries out the RPW then it shall do so:

- (a) in a good and workmanlike manner;
- (b) in accordance with the most recent good building and other relevant practices, codes and guidance, and immediately making good all damage caused to the Designated Space (or the Accessways or Estate) to the satisfaction of the Licensor;
- (c) using good quality and non-deleterious materials which are fit for the purpose for which they will be used;
- (d) in accordance with the requirements of the Planning Acts and CDM regulations 2015;
- (e) without permitting anything to be done that could constitute a breach of any statutes or trust affecting the Designated Space or the Estate;
- (f) without causing any nuisance or unreasonable disturbance to the Licensor; and the occupiers and general user of the Estate
- (g) without permitting anything to be done which could render void or voidable any insurance of the Designated Space or cause any insurance premium to be increased;
- (h) entirely at its own risk cost and expense.
- (i) in accordance with the terms of this Licence and any scope of works or specification agreed between the parties.

- (j) in compliance with:
 - i the provisions of all Necessary Consents;
 - ii the provisions of any other relevant secondary consents (if any); and
 - iii to the satisfaction of the Licensor

3.3.3 **Condition of the Designated Space, Accessways and other Land**

- (a) At the end or sooner determination of the Licence Period, the Licensee must reinstate (to the satisfaction of the Licensor), the Designated Space and Accessways and any other parts of the Other Licensor's Land used by the Licensee (in connection with this Licence) in accordance with the RPW (provided that the reinstatement shall be in no worse condition as evidenced by the Schedule of Condition). For the avoidance of doubt any such works undertaken by the Licensee is at its own costs and expense
- (b) The Licensee will at least three months before the end of the Licence Period submit for the Licensor's approval, a draft comprehensive scope of works for the RPW required based on the Schedule of Condition. Within one month of receipt of the draft the parties will use best endeavours to agree the scope of the RPW
- (i) Notwithstanding (b) above, in the event of the parties together with the MoD agree a different reinstatement surface finish and a sub-surface preparation for the parade ground, such aspect of the reinstatement shall supersede the Schedule of Condition. In the absence of such agreement, the Licensee will reinstate the same in accordance with the Schedule of Condition
- (d) For the avoidance of doubt, the Licensor has no responsibility whatsoever to undertake the Licensee's RPW (or complete it) nor contribute or compensate the Licensee in respect of the same.
- (e) In the event that the RPW are not satisfactorily completed prior to the expiry of the Licence Period, the Licensee may access the Designate Space for a limited period of up to six months for the purpose only of completing the RPW and will remain liable to keep the Designated Space secure in accordance with clause 6.14(i) of this Licence and for all outgoings relating to the site including paying to the Licensor a monthly fee (in advance) equivalent to the reserved licence fee increased in same proportion as any increase in the RPI from July 2020 until the RPW has completed to the satisfaction of the Licensor. On completion of the such works (to the satisfaction of the Licensor), the Licensee will give the Licensor vacant possession of the Designated Space

3.4 **Condition**

The Licensee will:

3.4.1 keep the Designated Space clean, tidy and clear of rubbish; and

3.4.2 use the Designated Space in a reasonable and proper manner.

3.5 **Accessways**

the Licensee shall:

- (a) use the Accessways as a licensee and not as of right
- (b) not to use the Accessways other than in connection with the Authorised Use of the Designated Space;
- (c) not to do or permit to be done on the Accessways anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or any occupier and general user of the Adjoining Estate or to the neighbouring property;
- (d) not to obstruct the Accessways or deposit any waste, rubbish, soil or other material on any part of the Adjoining Estate or in any other way interfere with, or disturb, the Licensor or any others authorised by the Licensor to use the Accessways;
- (e) not to allow any gathering on the Accessways; and
- (f) to comply at all times with the Licensor's directions provided that these directions do not interfere with the Licensee's use and enjoyment of the Designated Space

3.6 **Nuisance**

The Licensee will not use the Designated Space so as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the Licensor, its tenants or to the occupiers and general users of the Estate and any adjoining or neighbouring property or to their owners, occupiers, users or visitors.

3.7 **Statutory requirements**

The Licensee will not do or permit to be done anything that will constitute a breach of any statute affecting the Designated Space, its occupation and use.

3.8 **Insurance**

The Licensee will not do or permit to be done anything which may render void or voidable any insurance of the Estate or cause the premium to increase

3.8.1 The Licensee will (at its own expense) procure and maintain building insurance policy and insurance in respect of all third party liability risks in relation to the Designated Space and supply the Licensor a copy of the insurance policies

4 **Indemnity**

The Licensee will keep the Licensors and the Trustees in connection with this Licence indemnified against all liabilities, expenses, costs, claims, damages and losses howsoever arising directly or indirectly whether statutory or at common law or in equity from this Licence and any breach of any Licensee obligations in this Licence, or any act or omission of the Licensee or its respective contractors, subcontractors or agents or any other person with the actual or implied authority of any of them brought against or suffered or incurred by the Licensors and the Trustees

5 **Licensors' Undertaking.**

The Licensors will not object to the Licensee's planning application for the Authorised Use and RPW. For the avoidance of doubt, the Licensors' undertaking under this clause 5 is not in its capacity as a planning authority.

6 **General**

6.1 **Determination**

6.1.1 The Licensee may end the Licence Period at any time by giving to the Licensors not less than three months' prior written notice to that effect (the date of expiry of that notice being the "**Termination Date**") subject to the Licensee RPW being completed during the given notice period and to the satisfaction of the Licensors

6.1.2 The Licensors may end this Licence in the event of the Licensee failing to obtain any Necessary Consent or the MoD Consent or the Necessary Consent or the MoD Consent is revoked.

6.1.3 On material breach of the Licence by the Licensee which has not been remedied by the Licensee following notice by the Licensors and a reasonable time (specified in the Licensors' notice) in which to remedy the material breach.

6.1.4 On the Termination Date this Licence will terminate but without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition contained in this Licence.

6.2 **Status of licence**

The Licensee acknowledges and declares that:

6.2.1 It shall occupy the Designated Space as a licensee.

6.2.2 The Licensors and the Licensee do not intend to create between them the relationship of landlord and tenant.

6.3 **Dealings**

6.3.1 the Designated Space shall be occupied by the Kensington Aldridge Academy only.

6.3.2 The licensee will not in any way part with possession or occupation of the Designated Space in whole or in parts other than as permitted under clause 6.3.1 above

6.4 Warranty excluded

The Licensor gives no representation or warranty that the Authorised Use is or will be or will remain a permitted use within the provisions of the Planning Acts or that the Designated Space is physically safe fit or suitable for the Authorised Use or possess the Necessary Consents.

6.5 Liability excluded

The Licensor is not to be liable for the death of or injury to the Licensee and anyone authorised by it for and damage to any property of the Licensee or its employees or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by them in the exercise or purported exercise of the permission given by clause 2.

6.6 Agreement on environmental liabilities

Notwithstanding any other provisions in this Licence, the Licensor and Licensee agree that:

6.6.1 (a) Any liability on or before the 13 July 2017 under Environmental Law (including, without limitation, any liability under the Contaminated Land Regime) arising in respect of Hazardous Substances in, on, under or emanating from the Designated Space, shall be the sole responsibility of the Licensor .

(b) Any liability after the 13 July 2017 under Environmental Law (including, without limitation, any liability under the Contaminated Land Regime) arising as a result of the Authorised Use in respect of Hazardous Substances in, on, under or emanating from the Designated Space shall be the sole responsibility of the Licensee.

6.6.2 This clause 6.6 constitutes an agreement on liabilities under the Department for Environment, Food and Rural Affairs' statutory guidance on the Contaminated Land Regime.

6.6.3 If the Enforcing Authority serves a notice under the Contaminated Land Regime on either party, either party may produce a copy of this clause 6.6 to any Enforcing Authority or court for the purposes of determining liability under the Contaminated Land Regime, regardless of any confidentiality agreement that may exist between the parties relating to this Licence or any of its provisions.

6.6.4 Neither party shall challenge the application of the agreement on liabilities set out in this clause.

6.7 Service of notices

6.7.1 Any notice served under this Licence by the Licensor on the Licensee will be sufficiently served if delivered by hand or sent by recorded or special delivery post addressed to the Licensee at:

- (a) to the Licensor : **Nigel Brown**, Head of Asset Strategy & Portfolio Management , at 6th floor, 3 Shortlands Hammersmith London W6 8DA
- (b) To the Licensee : **Stephen Batcheler**, Project Director, Strategic and Complex Projects – Capital Standards and Assessment Team, Education & Skills Funding Agency, 4th Floor Sanctuary Buildings, Great Smith Street, London, SW1P 3BT.

6.7.2 All notices given under this Licence must be in writing and are to be deemed served:

- (a) on delivery if delivered by hand and
- (b) on the second Working Day after the posting by recorded post to the other party.

6.7.3 Fax and email do not constitute written notice for the purposes of this Licence

6.8 Rights of third parties

A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

6.9 Governing law and jurisdiction

6.9.1 This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

6.9.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

6.10 Licensor's Powers

6.10.1 The Licensor enters into this Licence pursuant to its powers under sections 111, 120, 122 and 123 of the Local Government Act 1972 the Education Act 1996 section 2 of the Local Government Act 2000 and all other powers so enabling and warrants that it has full power to enter into this Licence and to perform all obligations on its part herein contained.

6.10.2 Nothing in this Licence shall fetter the Licensor in the proper performance of its statutory functions

6.11 **Non Merger**

This Licence will remain in full force and effect so far as not implemented at completion of the Licence

6.12 **Disputes**

6.12.1 Any dispute or difference which may arise between the parties concerning, arising out of or in any way connected with the provisions of this Licence shall first be referred to be determined by the Parties' senior management representatives. In default of such determination within 21 days the matter shall be referred to an arbitrator agreed upon by the parties or, in default of agreement within 14 days of either party requiring the other to consent to the appointment of a Arbitrator, appointed at the request of either party by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors.

6.12.2 **Role of the Arbitrator**

Any reference to an arbitrator shall, if the parties agree in writing within 14 days of its appointment, be deemed to be a reference to an expert but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996.

6.12.3 **Provisions for an Expert**

If the arbitrator acts as an expert:

- (a) the parties shall be invited to and shall be entitled to submit to him representations and cross-representations with such supporting evidence as he shall reasonably consider necessary;
- (b) he shall have proper regard to any representations and cross-representations made in making his decision;
- (c) he shall deliver his decision in writing giving reasons for his decision; and
- (d) the reference to him shall include authority to determine in what manner and proportions, if any, all the costs of the referral shall be borne.

6.12.4 **Decision of the Arbitrator**

Subject to the provisions of Clause 6.12.1 the decision or award of the Arbitrator shall be final and binding on the parties save in the case of manifest error.

6.12.5 **Replacement of the Arbitrator**

The parties may require the dispute or difference to be referred to a different chartered surveyor, to be appointed under Clause 6.12.1 if either of them reasonably considers that the Arbitrator appointed to decide the dispute or

difference is not appropriately qualified to determine the dispute or difference in question.

6.12.6 Incapacity of the Arbitrator

- (a) If, before the making of his final determination, the Arbitrator dies or otherwise ceases to act as Arbitrator, the parties shall promptly appoint another Arbitrator in accordance with Clause 6.12.1
- (b) No further Arbitrator shall be entitled to disregard any direction of the former Arbitrator or to revise any award or decision of the previous Arbitrator

6.13 Pest Control

The Licensee shall use reasonable endeavours to control infestation (if any) in the buildings to be erected on the Designated Space as may be necessary and prior to doing so shall consult and co-operate with the Licensor

6.14 Security

- (i) The Licensee will notify the Licensor in writing as and when it relocates its pupils during the licence period and will ensure any empty Property is made safe from trespassing and squatting and not in breach of the Licensee's insurance of the Property
- (ii) The Licensee will arrange and supply the Licensor with risk assessment report

6.15 KAA Occupation and COVID-19 Provisions

- 6.15.1 In the event of KAA requirements to vacate its main school site due to contamination and health and safety issues, the Licensee must give the Licensor two weeks prior written notice of the same
- 6.15.2 In the event of KAA wish to re-occupy the Designated Space in whole or part due to any reason associated with COVID-19, the Licensee must give the Licensor four weeks prior written notice to allow the Licensor to conduct a consultation with the Wormwood Scrubs Charitable Trust Committee (WSCTC) and local residents in respect of the same.
- 6.15.3 In the event of an increase in KAA number of pupils over its 400 at any time after September 2020, the Licensee must give the Licensor four weeks prior written notice to allow the Licensor to conduct a consultation with WSCTC and local residents in respect of the same.
- 6.15.4 During any occupation of the Designated Space by KAA, it must adhere to COVID-19 requirements imposed by the UK Government, the Licensor and the Department for Education from time to time

This Licence has been executed on the date stated at the beginning of it.

Schedule 1

Rights granted

The right:

- 1 of support and protection from the remainder of the Estate to the extent that they provide support and protection to the Designated Space at the date of this Licence;
- 2 to use the Accessways for the purposes only of vehicular or pedestrian access (in accordance with the Plan) to and egress from the Designated Space subject to clause 3.5(e);
- 3 on a reasonable prior notice given to the Licensor and to comply at all times with the Licensor's reasonable requirements before and when entering the Estate or the Other Licensor's Land to use and to connect into any Conduits at the Estate or Other Licensor's Land which are in existence at the date of this Licence or are installed during the period of this Licence Provided such right shall not interfere with or impair any conduits and services serving the Other Licensor's Land and adjoining or nearby properties;
- 4 On a reasonable prior notice given to the Licensor and to comply at all times with the Licensor's reasonable requirements before and when entering the Estate or the Other Licensor's Land to install and construct Conduits in the approximate position and locations shown on the plan attached at Schedule 6 subject to a final plan for each conduit first being approved by the Licensor and Provided such right shall not interfere with or impair the conduits and services serving the Other Licensor's Land and adjoining or nearby properties.
- 5 on a reasonable prior notice given to the Licensor and to comply at all times with the Licensor's reasonable requirements before and when entering the Estate and Other Licensor's Land to enter the Estate and Other Licensor's Land so far as is reasonably necessary to carry out any works to the Designated Space and to maintain and repair the Conduits required or permitted by this Licence.
- 6 the person exercising right under clauses 3, 4 and 5 above causing as little damage disturbance or inconvenience as reasonably possible to the Licensor, the Estate and the other Licensor's Land making good as soon as reasonably practicable to the Licensor's satisfaction any damage to the Estate or the Other Licensor's Land caused by the exercise of these rights.

Schedule 2

Rights reserved

The following rights are excepted and reserved to the Licensor:

- 1 the right to develop, alter and use the Estate;
- 2 the right to enter the Designated Space to carry out any works to the remainder of the Estate or to service the Conduits serving the Estate or other adjoining property of the Licensor subject to reasonable notice being given to the Licensee and to comply at all times with the Licensee's reasonable requirements when entering the Designated Space.

Signed by **The Mayor and Burgesses of the
London Borough of Hammersmith and Fulham**

Authorised Officer for and on behalf of the
Licensor

Borough Solicitor / Chief Solicitor

The Corporate Seal of the **Secretary of State for
Housing Communities and Local Government**
hereunto affixed is authenticated by:

Authorised signatory:

Schedule 3

The Retained Works

The retained Works in accordance with Planning Permission below, relates to the construction of a temporary school for the Kensington Aldridge Academy (KAA), which has been displaced following the Grenfell Fire. The temporary school located on the Wormwood Scrubs Parade Ground constructed from a series of modular cabins to provide suitable accommodation to deliver the school's curriculum. Planning Permission 19/0045/FUMOPDC granted to the Licensee on 18 April 2019 for retention of three 2-story temporary modular units, one 3-story temporary modular unit and two single-story temporary units, hardstanding, substation, pedestrian access, fencing and other associated works to provide education use (USE Class D1) for a limited period until 31ST July 2022

Schedule 4
Copy MOD Consent

Schedule 5

Reinstatement Programme Works (RPW)

Once Kensington Aldridge Academy can be returned to their permanent location at 1 Silchester Road, London, W10 6EX, the temporary school located on the Wormwood Scrubs Parade Ground will be decanted and the site reinstated.

The reinstatement programme works is to take 12 weeks and in accordance with reinstatement scope of works to be agreed by the parties in accordance with the provisions of Clause 3.3.3 of this Licence.

Schedule 6
Services locations Plans

Schedule 7
Schedule of Condition

Wormwood Scrubs updates

Date	27 February 2022
Classification	Information
Title of report	Service update
Report of	Law Enforcement Team
Decision /Decision maker	No
Report author(s)	Neil Morrison

Law Enforcement Team Officers for your area –

Ahmad Rafique, Senior Law Enforcement Officer
Neil Morrison, Senior Law Enforcement Officer
Paul Buzsaki, Law Enforcement Officer, College Park & Old Oak ward
Magdalena Niedzwiedz, Law Enforcement Officer, College Park & Old Oak ward

Summary:

This report outlines the role and works undertaken by the Law Enforcement Officers in Wormwood Scrubs.

The Law Enforcement Team (LET) was launched in April 2021 following the amalgamation of various teams, including the Neighbourhood Wardens, Parks Police, Street Scene Enforcement and Highways Enforcement. The LET comprises 72 uniformed officers, and the service operates 24/7, 362 days a year.

The LET's main objectives are:

- To support the Council's vision to be the best Council and deliver continuous improvement for our residents.
- To be the cleanest and safest borough.
- To work in partnership with council services, residents, partners and external agencies to develop a coordinated approach to solving issues and increasing resident satisfaction.
- To support the Police and other partners to protect residents from anti-social behaviour and crime.
- Tackle persistent issues, particularly in known hotspots in the borough.

Details of our work in and around WWS since mid December 2021:

Hi-Visibility patrols:

From 16th December 2021 to 26th February 2022, Officers have reported 308 various interactions.

LET Officers have engaged with residents, visitors, dog walkers, hospital workers, event organisers, public gym users, stakeholders and facility users.

Public reassurance and safeguarding work:

- Undertaking daily patrols ensuring no unauthorised campers occupying WWS
- Undertaking regular patrols to deter crime and fear of crime
- Inspect the litter bins, conduct knife sweeps, report waste for clearance, and report damage to litter bins and other park furniture.
- Following an unfortunate incident where a female was attacked, LET officers patrol the area/ footpath from the car park leading to Braybrook Street at the rear of the WWS Prison. These patrols are undertaken daily as part of the Violence Against Women and Girls (VAWG) taskings
- LET officers responded to a report of a tent in the western copse, after several visits was determined the tent was unoccupied so removal arranged by Idverde

WWS is patrolled both by the North officers and the Night Teams – these taskings we will continue for the foreseeable future.

Professional Dog Walkers

- 28 interactions with dog walkers

Mix of professional and non, educating on the need for a license if they are a professional and the Councils ruling on maximum 4 dogs per person. LET has been advised by Parks team that if we observe a professional walker without a licence or in breach of license that we are to obtain the details and report them to the Parks team.

Safeguarding the Council Assets:

- Vehicles being parked on the grass.
- Reporting on broken bollards / Blocked drains
- Reporting of any damage to the infrastructure at WWS
- Checking on any unauthorised usage of WWS (sports events, personal training, unauthorised campers/ gazebos, illegal street trading (ice cream vendors, hot dog sellers, etc.).
- Regular patrols are being undertaken, ensuring no unauthorised campers are sighted at WWS.

Park Locking:

- LET officers lock the WWS main gates daily
- Reporting on any defects to gates, metal bollards, fences, trees, grass, path, car parking areas, etc

Engagement with Residents/ WWS users:

- Walkabout with the Friends of WWS was arranged for 10th January. 3 x LET officers attended to discuss the ongoing issues and the upkeep of the WWS. Unfortunately, Stephen Waley-Cohen was the only Friend of WWS available on the day.
- During one of the engagements, we met Friends of WWS laying the new hedges
- Residents using the space of WWS are often surprised to see us deep in the copses and the woods at the back running along the train line

Collaborative working:

- LET officers work closely with IDVerde on the upkeep of the WWS.

- Attend a monthly meeting with the partners of WWS to discuss any points of interest
- Attending ASB North Forum to discuss the ASB related issues in the North of the Borough
- Working closely with the local SNT, CSU, MET Intelligence, IDVerde, users of WWS to share intelligence and enhance the partnership working.
- Working closely with the Councils' CCTV Control Room on ASB, campers, Anti Vaxers, etc.

Interactions Logged

ASB	13
Dog Related	28
Drug ASB	1
Resident Engagements	115
Encampment	5
Fly tipping	4
Fly Posting	1
H&S Referral	1
Hi Vis Patrols	83
Litter	2
Locking Duties	23
Weapon Sweeps	32
	308

Totalling 172 man hours

Braybrook Street

In response to a WWS friend reporting drug dealing in the road we have carried out 137 hi vis patrols in the same time frame along the road. This has been completed throughout the day and in the night. We have also met with the person reporting. We have engaged with numerous vehicles parked up on the road and found nothing untoward or reason for suspecting drugs and/or dealing. No vehicle spoken too in the area has been observed twice. The tasking is still on going

How to contact the LET:

We are aware that residents and resident groups will want to know their ward officers, and we are committed to ensuring that this happens. It is important that our ward officers know as much about their ward as possible and that residents are essential to assisting us with this knowledge.

If you would like to meet with the Seniors or the ward Officers on-site to undertake a site visit around WWS, please email oldoakcollegepark_northwards@lbhf.gov.uk or the team seniors at Ahmad.Rafique@lbhf.gov.uk / Neil.Morrison@lbhf.gov.uk.

To contact the LET, via telephone please call 020 8753 1100 (option 3 then option 1) and via LET.HF@lbhf.gov.uk. When you contact us, your enquiry is logged and allocated to a ward officer. Ward officer will contact you with updates and arrange to

meet or speak with you etc. Old Oak & College park ward has now a dedicated email address which is oldoakcollegepark_northwards@lbhf.gov.uk

The team website be accessed here - <https://www.lbhf.gov.uk/crime/law-enforcement-team>