

suspended suitably signposted diversions will be put in place to direct pedestrians to Upper Ground with traffic marshals on duty to ensure safe pedestrian management at the site access points, as set out in Appendix B.

Apart from these closures, The Queen's Walk will be kept open maintaining a reduced width of approximately 8m throughout all phases of construction. The hoarding line will be placed to the south of the treeline.

2.3.2. ACCESS ROAD BETWEEN ITV AND IBM

Throughout the construction period BY/CIM JV will require the route between the ITV and IBM buildings to be closed to pedestrians and cyclists during project working hours, start-up and close down periods and extended working hours, except for ITV audience members to queue and to maintain emergency access for ITV and IBM.

The core working hours will be from 08.00 to 18.00 Monday to Friday and from 08.00 to 13.00 on Saturday. Furthermore, as stated in the Code of Construction Practice Part A, the Contractor may require a period of up to one hour before and one hour after core working hours for start-up and close down activities. The list below sets out the foreseeable specific activities to be carried out during the start-up and close down periods:

- arrival and departure of workforce and staff on site;
- deliveries, loading and unloading;
- maintenance and checking of plant and machinery;
- general refuelling;
- site inspections and safety checks prior to commencing work;
- site meetings; and
- site clean-up;

The start-up and close down periods will not be considered an extension of normal working hours, and start up and shut down activities will be undertaken as close to core working hours as practicable.

To avoid the traffic and cycling peaks as requested by TfL, some vehicle movements to and from site will occur before 07.00 and after 19:00. The loading and unloading of these deliveries will still be completed within the core working hours and the start-up and shut down periods, except by particular agreement with the local authorities.

Where extended hours are required, the contractor will liaise with ITV as part of the Section 61 consultation with the Local Authority.

If emergency works are required out of hours which could be harmful to the public or occupants of the ITV building if not completed, ITV will be notified as soon as reasonably practicable of the reasons, potential impact on building occupants, visitors or general public, the description of the works required, and their likely duration.

The Contractor will notify ITV as soon as reasonably practicable of any works which are required to take place outside the core working hours and the start-up and shut down periods (e.g. for safety reasons).

The Contractor will liaise and consult with ITV on an ongoing basis regarding its construction schedule and upcoming critical construction activities.

The detailed sequence for the construction of the temporary construction access will be developed in liaison with IBM and ITV. BY/CIM JV commit as far as reasonable practicable to not disturb ITV's queuing process.

3. DESCRIPTION OF BOUYGUES DELIVERIES

The Garden Bridge will be constructed using a range of construction materials including concrete, steel, cladding, internal finishes and timber.

Title Construction liaison management plan with ITV

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BY/CIM JV will prioritise delivery of materials by river when it is practical and safe to do so, but in some cases delivery will be by road. Example of deliveries by road include;

- Site hoarding
- Site cabin
- Bentonite plant
- Concrete deliveries
- South Landing building materials
- Bridge deck elements above the South landing building
- Highway works plant and material
- Shrubs

Deliveries to the site will be planned using software (such as e-Appro), to plan and minimise disruption from vehicles queuing on Upper Ground.

The delivery programme will be overlaid against the ITV queuing programme on an ongoing basis at weekly meetings. This will be the main tool to plan, manage and minimise any impact on ITV queues.

It is estimated there will be 2,575 HGV movements in total on the south side of the river during the 32 months construction period (including temporary works and permanent works). One HGV delivery is two movements, i.e. one entering and one leaving the site. This equates to an average of four HGV movements per day.

In terms of peak HGV movements per day, it is estimated that on approximately 40 days during the 32 month construction period there will be between 20 and 132 HGV movements over a 24 hour period, typically for the major concrete pours.

Most of the deliveries will be undertaken using rigid trucks able to access and egress forwards. It is estimated that approximately 8.5% of the deliveries will be articulated lorries or abnormal load trucks, requiring either access or egress backwards, and temporary removal of the pedestrian barrier along the access road.

An 'abnormal load' is a vehicle that has any of the following:

- a weight of more than 44,000 kilograms
- an axle load of more than 10,000 kilograms for a single non-driving axle and 11,500 kilograms for a single driving axle
- a width of more than 2.9 metres
- a rigid length of more than 18.65 metres.

BY/CIM JV will undertake its own surveys and issue a structural assessment confirming the structural suitability of affected ITV areas including the basement retaining wall for approval by ITV before construction vehicles traverse any of the ITV areas.

It is estimated that there will be approximately 20 light goods vehicle (LGV) movements per day to the south landing site.

The number of waste removal movements using the ITV/IBM access is estimated at approximately 234 movements during the 32 month construction period, approximately 2 to 4 movements per week.

Appendices F and G provide further details of estimated vehicle movements required during construction.

4. ITV AUDIENCE MANAGEMENT PLAN

ITV currently queue their studio audiences in the walkway between ITV and IBM. This Walkway will be shared between ITV and the Contractor (Bouygues TP and Cimolai Joint Venture – BY/CIM JV) for the duration of the construction works for the Garden Bridge from 2016 to 2018.

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The detailed Audience Management Plan is attached in Appendix H. This document deals with how ITV will manage their audiences during the construction of the Garden Bridge.

5. RESPONSIBILITIES OF BOUYGUES AND ITV

BY/CIM JV proposes the matrix of responsibilities set out below in Table 2.

Table 2: Proposed matrix of responsibilities

Activity	ITV	BY/CIM JV
Attend the liaison meeting (monthly, weekly and daily)	X	X
Traffic management of the construction site access		X
Delivery booking		X
Maintain the vehicle delivery programme	ITV to populate a rolling three week look ahead on a weekly basis of their audience programme	X BY to liaise weekly with ITV to overlay the ITV audience programme
Manage audiences in the access walkway, queuing area and using zebra crossings	X	ITV staff and BY/CIM JV marshals to coordinate on site when people are crossing
Maintenance and cleaning of the construction site access		X
Maintenance of the walkway		X
Cleaning and litter removal from audiences on the walkway and adjacent to IBM building	X	
Removal and reinstatement of the barrier for abnormal load and artic lorry deliveries		X
Manage alternate locations (e.g. on Upper Ground) for audience queuing for abnormal load and artic lorry deliveries	X	
ITV special events needing the full use of the access road between ITV and IBM		
Produce and maintain a list detailing the events	X (notify Bouygues 4 months in advance and as early as reasonably practical)	

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Activity	ITV	BY/CIM JV
Housekeeping and cleaning after special event	X	
Removal and reinstatement of the removable barrier		X
Liaison with IBM	X	

All Traffic Management (TM) and Project Management (PM) measures will require close liaison with all stakeholders and the subsequent agreement of local authorities, TfL and the emergency services. To facilitate this BY/CIM JV will attend to the Waterloo Working Group on a Monthly basis.

6. PRE-EMPTIVE SCHEDULING

The BY/CIM JV will confirm a defined schedule of deliveries on a rolling basis in order to manage their impact. Scheduled delivery information will be shared with ITV in advance to plan deliveries at times which minimise impact on ITV's activities.

On a weekly basis, ITV will update a three weekly look ahead to inform BY/CIM JV of its planned queuing programme

On a weekly basis BY/CIM JV will establish a three week, forward looking delivery programme. This will be coordinated with ITV audience programme to minimise as far as reasonably practical clashes with significant queuing periods. This programme will be submitted to ITV and discussed during the weekly meeting. An example of the type of programme to be submitted is shown in Appendix I with peak hours shown by the red routes.

On the same programme BY/CIM JV will highlight the critical deliveries such as

- Concrete deliveries (which cannot be stopped once a pour has started)
- Abnormal loads and artic lorries which will require the removal of the removable barrier

On a daily basis the delivery schedule will be confirmed by the traffic manager with the relevant ITV contact. As necessary, the traffic manager, or the chief vehicle marshal, will be in contact with the relevant ITV contact to discuss any specific concerns ITV may have.

Small vehicles will not access the site during queuing periods without prior notification.

6.1. VARIATIONS TO SCHEDULE / PLAN (E.G. PROCESS FOR MAKING ADJUSTMENTS TO SCHEDULE).

BY/CIM JV will aim to communicate any variation to the delivery arrangements as soon as information is available and as a minimum 24 hours ahead of the expected delivery.

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7. NOISE AND VIBRATION

Refer to the Trigger Action Plan in Appendix I.

8. EMERGENCY PLAN

The procedures for identifying and managing emergency situations align with the Garden Bridge Trust requirements. All staff will be made aware during site induction of the BY/CIM JV incident response plan (IRP) and the key personnel who should be contacted in the event of an incident or emergency including:

- A 24 hour mobile number available to all site personnel.
- Employer's Representative

The Construction Manager shall routinely test emergency arrangements and maintain records of all incidents and emergencies. General measures to ensure that sufficient emergency access and egress is available will include:

- Ensuring that the ITV emergency exits are kept free from obstructions at all times;
- Ensuring that the IBM emergency exits are kept free from obstructions at all times;
- ITV should take into consideration emergency access in their queue management;
- Exercises undertaken to familiarise ITV staff and BY/CIM JV staff in emergency procedures, including designated emergency access and egress points and routes.

9. ESCALATION PROCESS

Refer to legal agreement

10. COMMUNICATIONS

Project communications will be managed through the following joint meetings between BY/CIM JV and ITV:

- Monthly meeting (project manager and/or construction manager, ITV representative, notes to be shared with ITV)
 - o Review the previous month
 - o Populate the monitoring data
 - o Look ahead on the three next months
 - o Review Performance
 - o Risks/issues
- Weekly meeting (site engineer, ITV representative, notes to be shared with ITV,)
 - o Review the previous week
 - o Detail of deliveries for week ahead
 - o Overlay Contractor and ITV three week look ahead programmes
- Daily (site engineer and/or TM chief, ITV representative)
 - o Daily delivery organization

The Garden Bridge Trust Stakeholder Manager will have ultimate responsibility for managing community liaison and will oversee the role of the Contractor's Community Liaison Officer (CLO). The CLO will lead a Community Liaison Team (CLT) and will be responsible for maintaining effective day to day communications.

BY/CIM JV key contacts are listed in Table 3 and ITV key contacts in Table 4.

Title Construction liaison management plan with ITV

Reference GB-BY-ALL-ALL-PLN-CON-00025

Table 3: BY/CIM JV key contacts

Key contact	Function	Email	Phone number
Nick Cooper	Community Liaison Officer	██████████@bouyquestp.co.uk	██████████
Jason Meadows	Health and Safety Manager	██████████@bouyquestp.co.uk	+██████████
Jean-Yves Brossette	Construction Manager	██████████@bouyques-construction.com	██████████
Philippe Jan	Project Manager	██████████@bouyquestp.co.uk	██████████

Table 4: ITV key contacts

Key contact	Function	Email	Phone number
Donna Uden	Head of Workplace Services	██████████@itv.com	██████████

11. COMPLAINTS PROCESS

A dedicated 24 hour telephone hotline, email and postal address will be established to deal with queries and complaints from the general public. The contractor will also establish relevant social media contact points. These contact details, including emergency numbers of London Borough of Lambeth Council's noise/dust team and other statutory bodies will be exhibited on a site notice or information board and via correspondence such as newsletters and flyers.

The CLO will establish a Contacts Log where all issues, queries or complaints received via the 24 hour helpline, email, by post or in person will be logged. As a minimum, the CLO will ensure that all calls or personal contacts are responded to verbally within 24 hours. Any written correspondence will be responded to in writing within five working days, unless there is a requirement to escalate the issue raised. All responses will also be entered into the Contacts Log.

The CLT will be responsible for resolving complaints or queries. For specific environmental complaints e.g. noise, the CLT will contact and work with the Environmental Manager and or the relevant designated individual to seek appropriate actions and resolution.

Issues, queries or complaints received via the 24 hour helpline that are not related to construction will be detailed in the Contacts Log and re-routed to the Garden Bridge Trust.

12. CONSTRUCTION ACCESS ROAD, SECURITY ARRANGEMENTS

BY/CIM JV will develop the following security measures in order to ensure the safety of the construction access road to the site.

- A site entrance gate at the north end of the access road will be placed by the access ramp to separate the construction site area from the construction site access;
- The barrier at the south end of the access road will be closed during core working hours (08.00 to 18.00), and during extended working hours and during the start-up and close down period.

- The pedestrian gate at the north end (which will be equipped with an emergency push bar) will be closed during construction hours but opened outside of these times in order to let the public access the ITV/IBM walkway.
- The concertina gates along the access road will generally stay closed and secured during construction hours but will be opened as required in order to let the ITV audiences cross the construction access.
- The emergency push bar gates in the IBM hoarding will stay closed at all times unless required for emergency egress by IBM:

The effectiveness of these proposed measures will be monitored and refined in collaboration with ITV and IBM throughout the project.

Title Construction liaison management plan with ITV

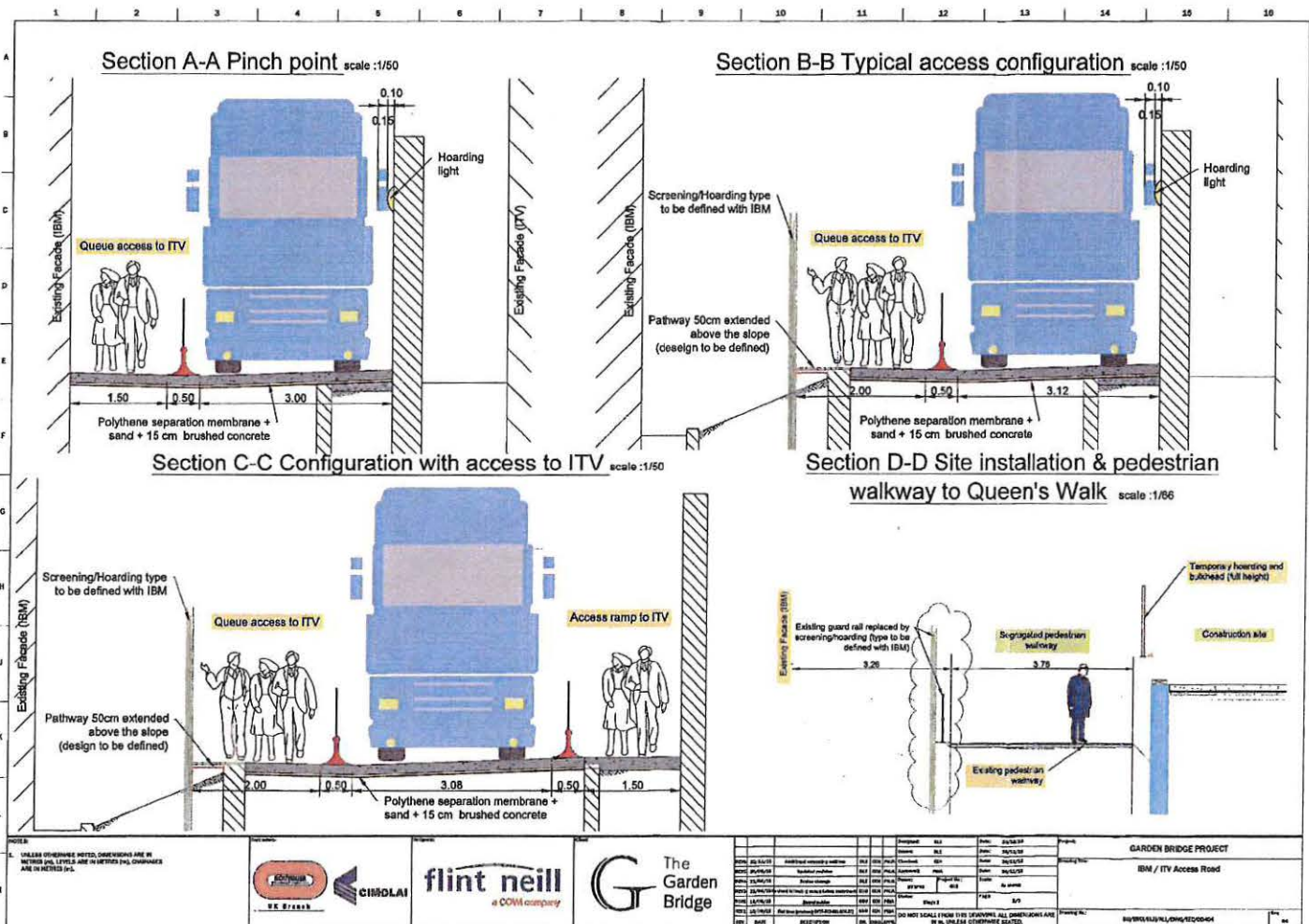
Reference GB-BY-ALL-ALL-PLN-CON-00025

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APPENDIX A: ACCESS ROAD PROPOSAL

Title Construction liaison management plan with ITV

Reference GB-BY-ALL-ALL-PLN-CON-00025



NOTES
 1. UNLESS OTHERWISE NOTED, DIMENSIONS ARE IN METRES AND LEVELS ARE IN METRES (A6). DIMENSIONS ARE IN METRES (A6).

Logos for U.S. BRANDB, CINDLAI, flint neill a COWI company, and The Garden Bridge.

NO.	DESCRIPTION	DATE	BY	CHECKED	SCALE
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02	REVISED	20/03/18	DL	DL	1:50
03	REVISED	20/03/18	DL	DL	1:50
04	REVISED	20/03/18	DL	DL	1:50
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20	REVISED	20/03/18	DL	DL	1:50

DO NOT SCALE FROM THIS DRAWING. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE STATED.

GARDEN BRIDGE PROJECT
 IBM / ITV Access Road

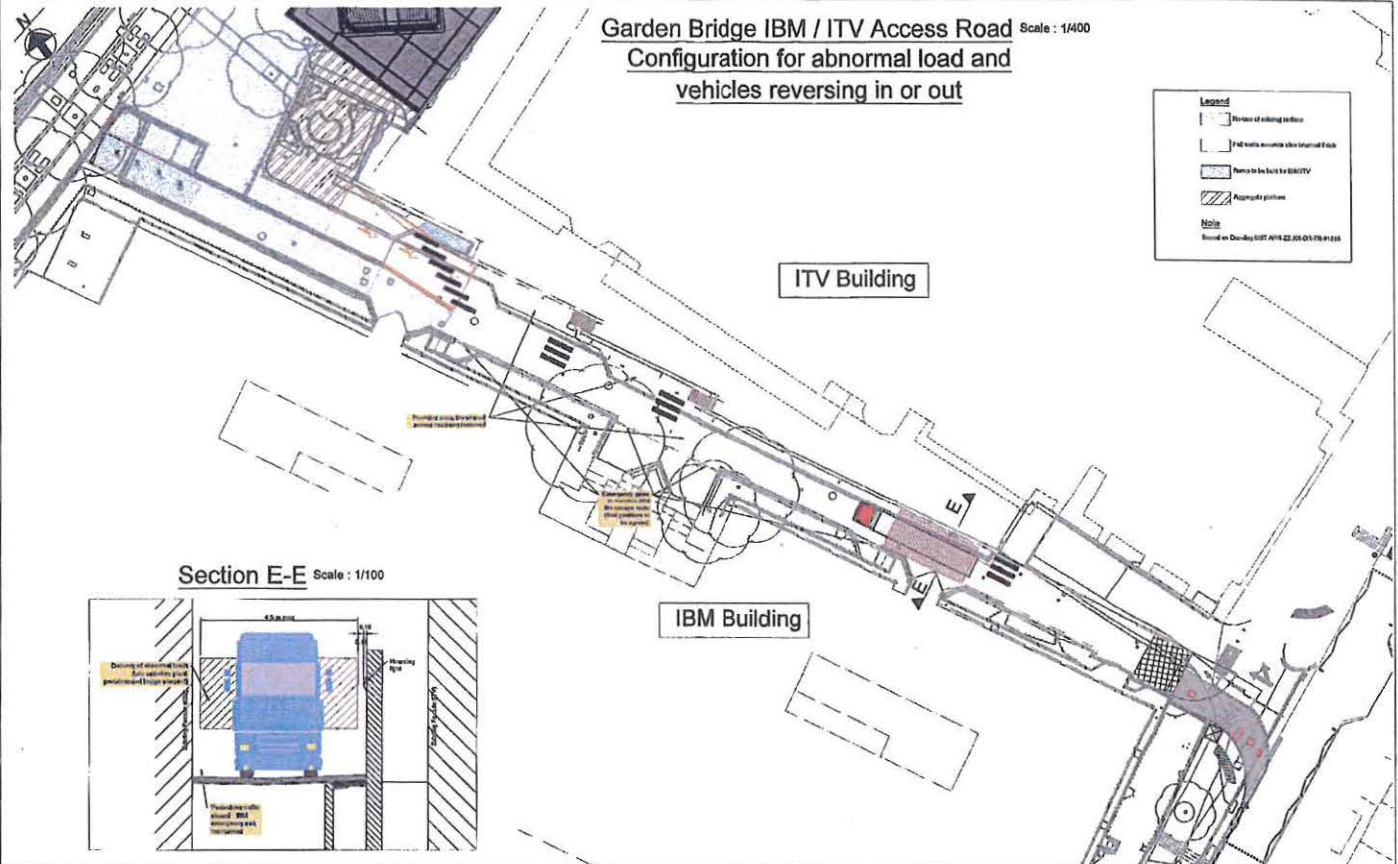
DATE: 20/03/18
 DRAWN BY: DL
 CHECKED BY: DL
 SCALE: 1:50

Garden Bridge IBM / ITV Access Road Scale : 1/400
 Configuration for abnormal load and
 vehicles reversing in or out

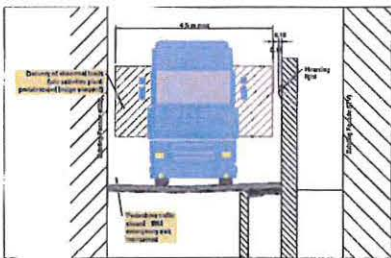
Legend

- Shaded area: Direction of existing surface
- Dashed line: Full width concrete abutment wall
- Blue hatched area: Areas to be built for IBM/ITV
- Diagonal hatched area: Appropriate pavements

Note
 Based on Donkey GIST April 22, 2005, 1/16 at 1:00



Section E-E Scale : 1/100



UNLESS OTHERWISE NOTED, DIMENSIONS ARE IN METERS AND LEVELS ARE IN METERS PLUS QUADRALES ABOVE DATUM.



flint neill
 a COWI company

The Garden Bridge

NO.	DESCRIPTION	DATE	BY	CHECKED	DATE	BY
001	Issue for tender	22/04/05	...	...	...	...
002	Issue for construction	...	...	...	...	...
003	Issue for completion	...	...	...	...	...
004	Issue for final account	...	...	...	...	...
005	Issue for final account	...	...	...	...	...
006	Issue for final account	...	...	...	...	...
007	Issue for final account	...	...	...	...	...
008	Issue for final account	...	...	...	...	...
009	Issue for final account	...	...	...	...	...
010	Issue for final account	...	...	...	...	...

GARDEN BRIDGE PROJECT
 IBM / ITV Access Road

APPENDIX B: SIGNAGE DIVERSION

Title Construction liaison management plan with ITV

Reference GB-BY-ALL-ALL-PLN-CON-00025

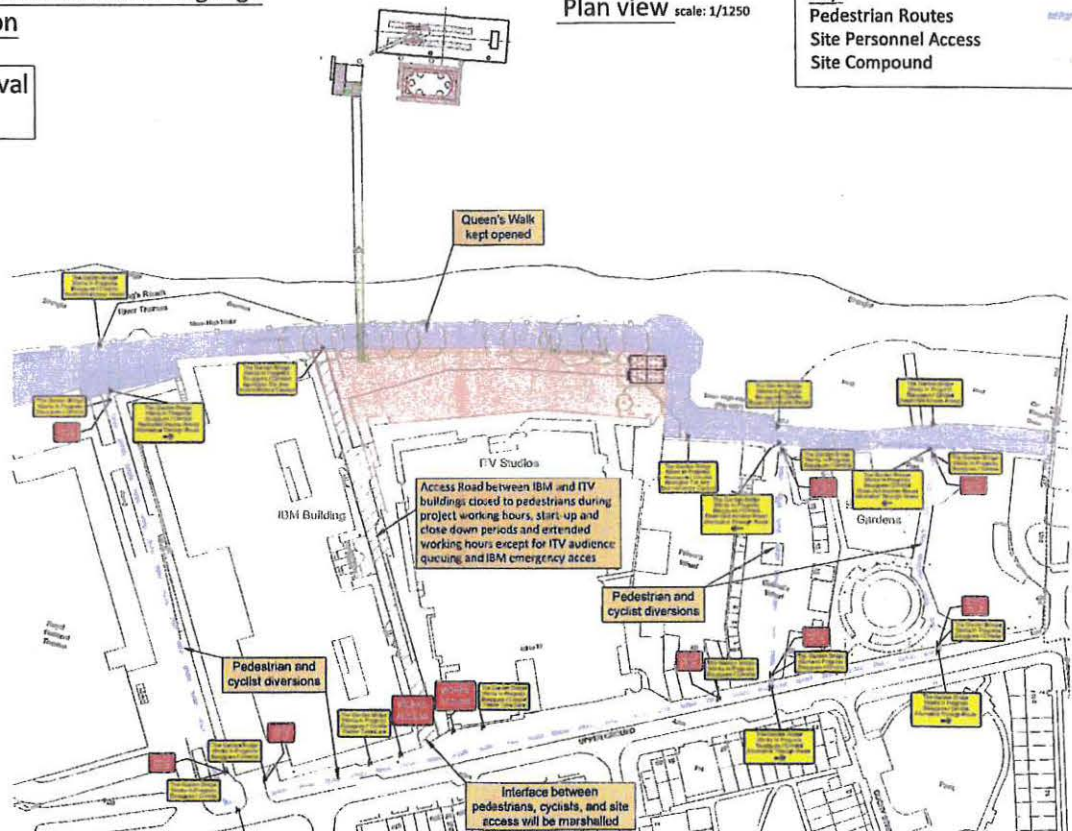
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Pedestrian and cyclist diversion - Signage
Main configuration

Plan view scale: 1/1250

Key:
 Pedestrian Routes
 Site Personnel Access
 Site Compound

Subject to approval
 of TfL and LBL



NOTES:
 1. UNLESS OTHERWISE NOTED, DIMENSIONS ARE IN MILLIMETRES (SMALL LETTERS ARE IN METRES AND CAPITAL LETTERS ARE IN METRES ONLY)

Revision	File	Date	Author	Project
1	010	20/07/10	...	GARDEN BRIDGE PROJECT
2	010	20/07/10	...	South Embankment Pedestrian and Cyclist Diversions - Signage
3	010	20/07/10	...	
4	010	20/07/10	...	
5	010	20/07/10	...	
6	010	20/07/10	...	
7	010	20/07/10	...	
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15	010	20/07/10	...	
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DO NOT SCALE FROM THIS DRAWING. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE STATED.

APPENDIX C: SOUTH LANDING SITE

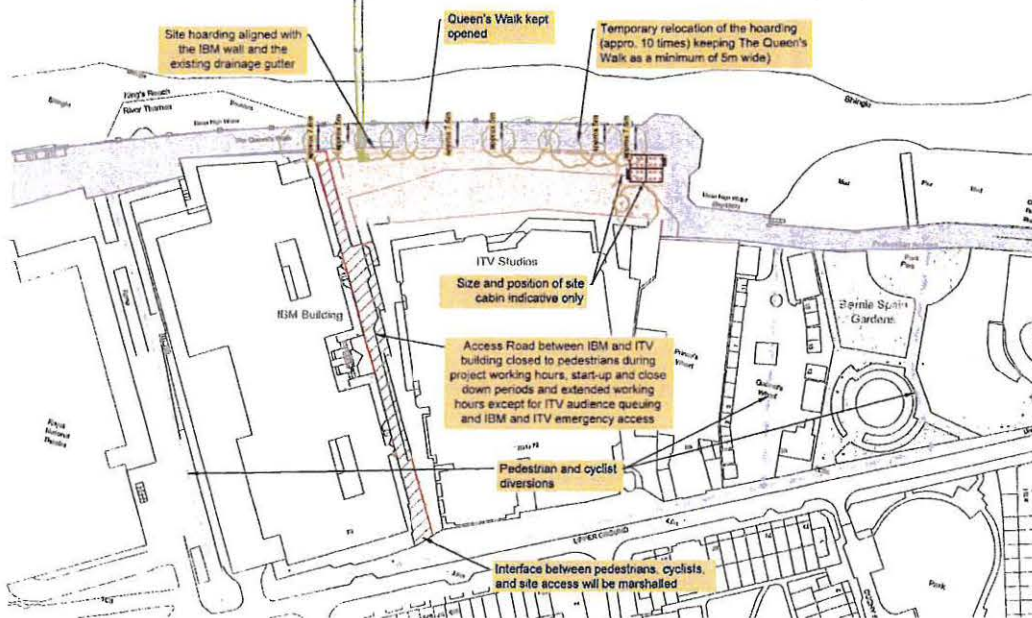
Title Construction liaison management plan with ITV

Reference GB-BY-ALL-ALL-PLN-CON-00025

**Pedestrian and cyclist diversions -
Main configuration**

Plan view scale: 1/1250

Subject to approval of TfL and LBL



Key

- Pedestrian routes
- Site personnel access

NOTES
1. UNLESS OTHERWISE NOTED, DIMENSIONS ARE IN METRES AND LEVELS ARE IN RELIEFS (i.e. CHANGES ARE IN METRES AS)



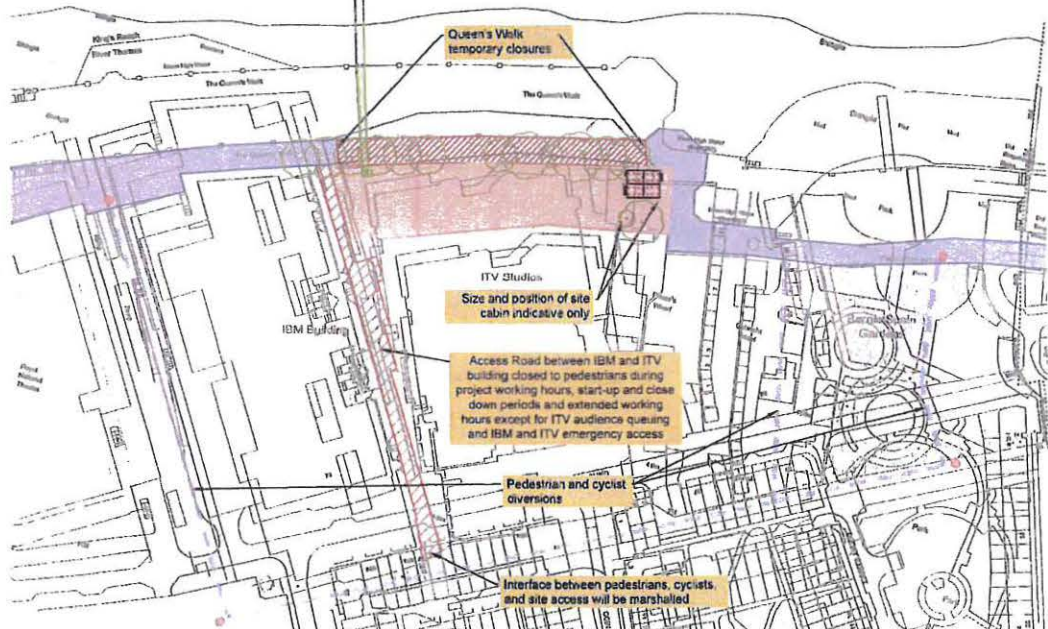
Rev	Description	Date	By	Check
01	Issue for approval	12/05/15	...	...
02	Revised drawing	15/05/15	...	...
03	Final drawing	18/05/15	...	...

GARDEN BRIDGE PROJECT	
Project Name	South Embankment - Pedestrian and cyclist diversion
Project No.	...
Client	...
Contract No.	...
Drawn By	...
Checked By	...
Scale	...
Sheet No.	...
Total Sheets	...

**Pedestrian and cyclist diversions -
Queen's Walk temporary closures**

Subject to approval of TfL and LBL

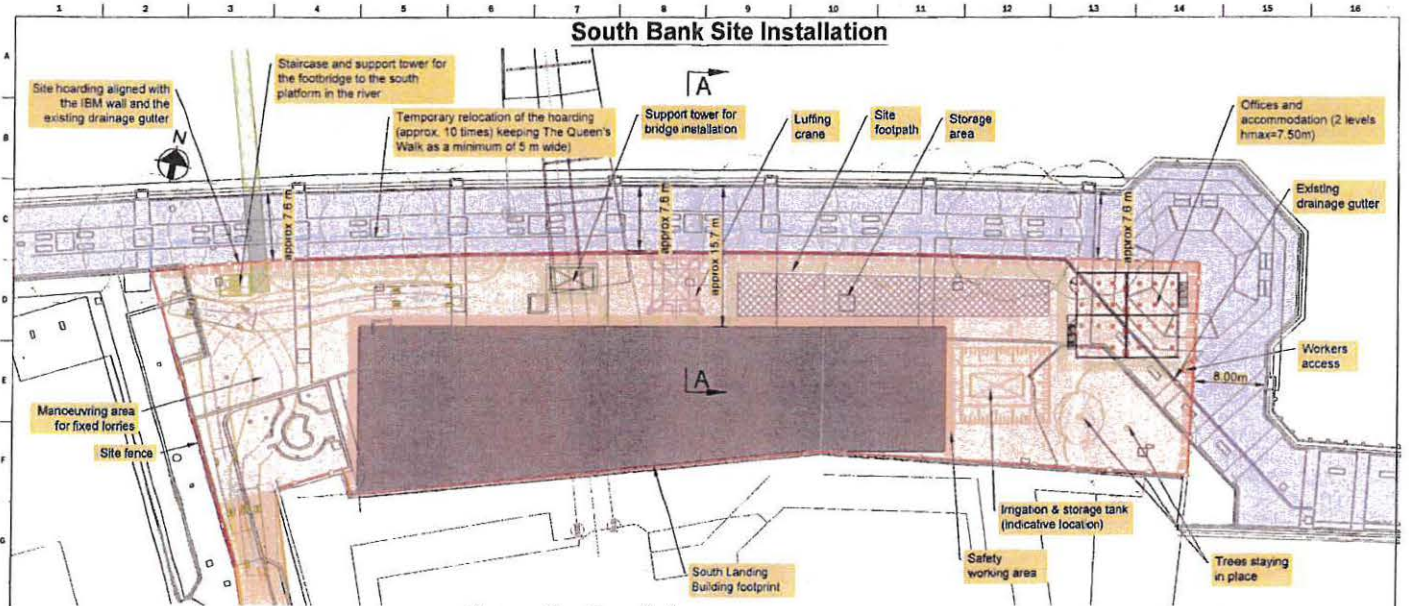
Plan view scale: 1/1250



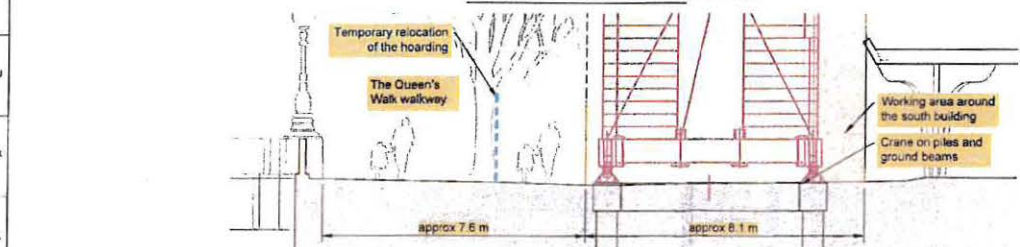
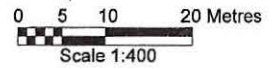
- Key**
- - - Pedestrian routes
 - - - Site personnel access
 - Proposed Marshals location (subject to agreement)

<p>1. THIS IS AN OVERSIGHT AND NOT AN ORTHOGRAPHIC VIEW. ALL DIMENSIONS AND LEVELS ARE IN METRES UNLESS OTHERWISE SPECIFIED.</p>			<table border="1"> <tr> <th>Rev</th> <th>Description</th> <th>Date</th> <th>By</th> <th>Check</th> <th>Appr</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	Rev	Description	Date	By	Check	Appr							<p>GARDEN BRIDGE PROJECT</p> <p>South Embankment - Pedestrian and cyclist diversion</p>
			Rev	Description	Date	By	Check	Appr								
<p>DO NOT SCALE FROM THIS DRAWING. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE SPECIFIED.</p>	<p>10</p>															

South Bank Site Installation



Cross-Section A-A scale: 1/100



NOTES
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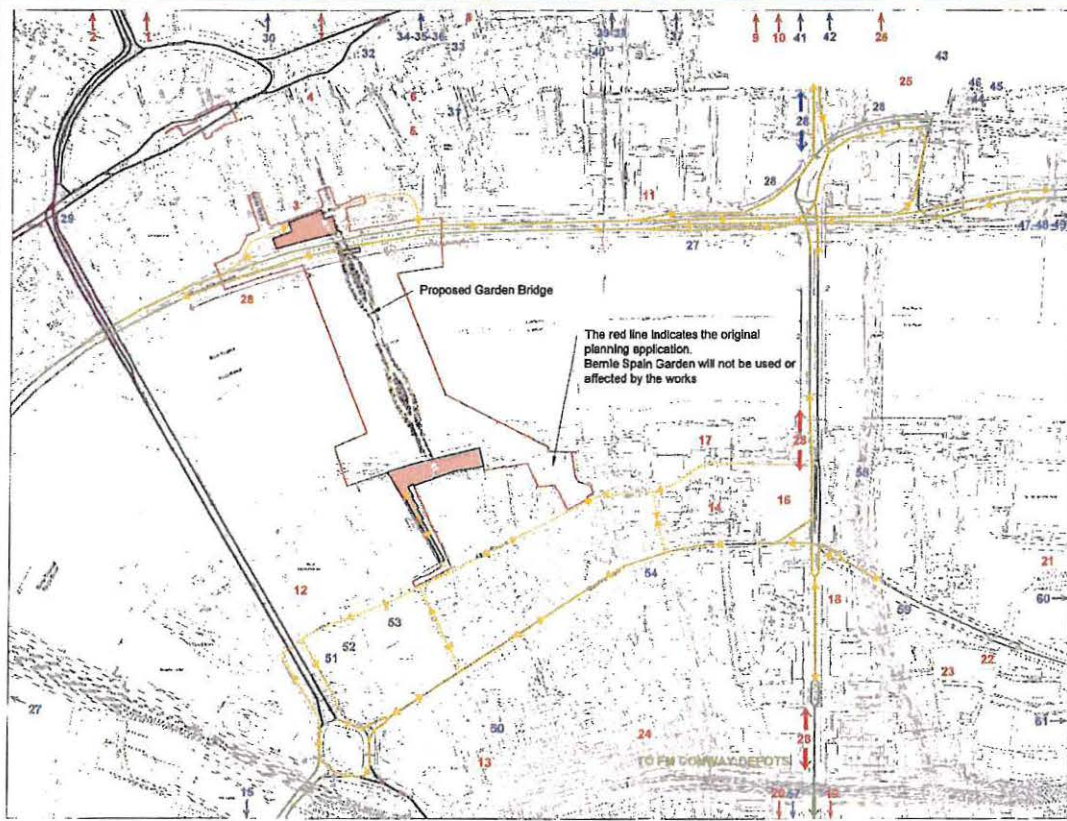
GARDEN BRIDGE PROJECT			
South Embankment Site Installation			
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APPENDIX D: CONSTRUCTION ROUTES

Title Construction liaison management plan with ITV

Reference GB-BY-ALL-ALL-PLN-CON-00025

50 mm



- LEGEND**
- Application Site Boundary
 - Construction Route
 - Construction Hoarding Area at maximum extend
 - Strategic Road Network
 - Transport for London Road Network (TLRN)

Subject to approval of TfL, LBL and WCC

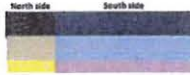
The red line indicates the original planning application. Bemle Spain Garden will not be used or affected by the works

Project: GARDEN BRIDGE TRUST	Contractor: 	Lead Consultant: 	Lead Consultant: 	Format: A3 Scale: 1:100 to scale Page: 1/1	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Rev.</th> <th>Date</th> <th>Drawn</th> <th>Checked</th> <th>Approved</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>01</td> <td>21/07/11</td> <td>CCO</td> <td>GDH</td> <td>PLA</td> <td>Approved/Revised</td> </tr> <tr> <td>02</td> <td>18/07/11</td> <td>DLF</td> <td>GDH</td> <td>PLA</td> <td>Approved/Revised</td> </tr> <tr> <td>03</td> <td>18/07/11</td> <td>DLA</td> <td>GDH</td> <td>PLA</td> <td>Final Issue</td> </tr> </tbody> </table>	Rev.	Date	Drawn	Checked	Approved	Description	01	21/07/11	CCO	GDH	PLA	Approved/Revised	02	18/07/11	DLF	GDH	PLA	Approved/Revised	03	18/07/11	DLA	GDH	PLA	Final Issue	GARDEN BRIDGE CONSTRUCTION SITES AND ROUTES
Rev.	Date	Drawn	Checked	Approved	Description																									
01	21/07/11	CCO	GDH	PLA	Approved/Revised																									
02	18/07/11	DLF	GDH	PLA	Approved/Revised																									
03	18/07/11	DLA	GDH	PLA	Final Issue																									
Job No: GARDEN BRIDGE						Originator: BYTP	Section: 002	Subject: 001	Drawing No: 023	Rev: 03																				

FUTURE AND ACTUAL CONSTRUCTION SITES AROUND THE GARDEI GRID Rev 10/05/15

- 1 Started
- 2 Not started
- 3 Main impacts on Gardai Bridge

Project with programme overlap with G9 programme
 Project without any programme overlap with G9 programme
 To be confirmed



Map reference	Project	Map reference	Project	Map reference	Project	Map reference	Project	Map reference	Project	Map reference	Project
1	158 Park Hill	21	London Development Project	29	160K1 Wynn-co College	39	48 Garry Street	49	4-7 Lombard Lane	59	79-82 Cornhill Road
2	Francis Welch Group Anfield Court	22	43 Ship Lane	30	Yale Millers	40	Orange Road	50	First House, 8-12	60	Land Bounded By
3	190 The Strand	23	Royal National Theatre	31	Land Bounded By	41	236 Strand	51	20 Farringdon Street	61	Land Bounded By Upper
4	Various Hotels	24	Christian Alliance Centre, 2	32	31 Bear Lane	42	Middle Temple Lane	52	6-7 Ludgate Square	62	Land Bounded By
5	Devereux Court	25	South Bank Tavern	33	Rear Of 25	43	11-122 Chancery Lane	53	3-5 Whitehall Place	63	37 Southampton Street
6	46 Carey Street	26	The Shel Centre Redevelopment	34	75 Carter Lane	44	139 Chancery Lane	54	1 Windsor Place	64	Wedge House, 33-40
7	Temple Bar House, 74-78	27	One Backfury	35	30 Old Bailey	45	8 Bell Yard	55	1, 5, 6, and 6-10 Yearlow Place	65	1, Stamford Street
8	One New Street Square	28	108 Gresham Street, 27	36	Thames Gateway Tunnel Project	46	107 Fleet Street	56	10 Barrow Bridge Street	66	11 Burnford Street
9	London Development Project, 45 West Gate	29	231-242 Blackfriars Road	37	Super Cycle Highway Project	47	42 Fleet Street	57	Millers Lane Bridge House, 2	67	Leatham House & Colgate House, 24 & 24B
10	168-172 Blackfriars Road	30	146 Strand	38	146 Strand	48	53 Fleet Street	58	Broken Wood House, 2	68	Titan House, 14A

APPENDIX E: AVERAGE VEHICLE MOVEMENTS

Title Construction liaison management plan with ITV

Reference GB-BY-ALL-ALL-PLN-CON-00025

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HGV ESTIMATED rev 21/09/15

By Road		North											South				Total (trucks)		
By River		Stock movement (gross weight)	Need for concrete reinforcement (AG)	Need for concrete reinforcement (AG)	Need for concrete reinforcement (AG)	Need for concrete reinforcement (AG)	Need for concrete reinforcement (AG)	Need for concrete reinforcement (AG)	Need for concrete reinforcement (AG)	Need for concrete reinforcement (AG)	Need for concrete reinforcement (AG)	Need for concrete reinforcement (AG)	Need for concrete reinforcement (AG)	Need for concrete reinforcement (AG)	Need for concrete reinforcement (AG)	Need for concrete reinforcement (AG)		Need for concrete reinforcement (AG)	Need for concrete reinforcement (AG)
Abutment	Collar/dam (Steel and fabrication (SF))	42																	317
	Deck (SF)	82																	800
	Pile (SF)	22																	197
	Beams (SF)	18																	62
Pier/Abut	Casing (SF)	28																	264
	Spoil (Aggregate (AG))	500																	4,985
	Concrete (AG)		416	69	6				416	69	6								6,231
Pier/Abut	Reinforcement (SF)	52																	499
	Concrete stage 1 (AG)		132	132	1				132	132	1								1,950
	Concrete stage 2 (AG)		29	29	1				29	29	1								425
	Reinforcement (SF)	22																	190
Pier	Concrete stage 1 (AG)		132	132	1				132	132	1								1,800
	Concrete stage 2 (AG)		46	46	1				46	46	1								675
	Reinforcement (SF)	22																	198
Bridge	North (SF)	18																	150
	Central (SF)	38																	350
	South (SF)	158																	1,550
	South end span (SF)	28																	250
	South embankment (SF)								12										100
Substructure (AG)	North	1202																	12,000
	South	150																	-
North Landing Building																			-
Mechanical work	Installation (AG)		40				1	40											-
	Removal (AG)		40				1	40											-
Electrical work	Installation		32				4	8											-
	Removal		20				2	10											-
Pump	Concrete (AG)		69				6	11											500
	Reinforcement (SF)		6				6	1											40
Mechanical work	Mechanical and electrical (M&E)		100				24	4											-
	AG		110				3	37											1,080
Pump	AG		234				117	2											1,755
	AG																		-
South Landing Building																			-
Mechanical work	Installation								40				1	40					-
	Removal								40				1	40					-
Electrical work	Installation								240				4	60					-
	Removal								80				2	40					-
Pump	Installation								102				1	102					-
	Removal								102				1	102					-
Pier	Spoil (AG)								66				5	13					636
	Concrete (AG)								158				5	32					795
	Reinforcement (SF)								8				5	2					64
Mechanical work	Concrete stage (AG)								142				3	47					1,400
	Reinforcement (AG)								168				6	28					1,250
Pump	Concrete stage (AG)								12				6	2					100
	Reinforcement (AG)								202				9	22					1,500
Mechanical work	Reinforcement (AG)								14				9	2					120
	M&E								200				14	14					-
Pump	AG								234				117	2					1,755
	AG																		-
TOTAL			1,405						2,575										

We consider 1 "truck movement" as one truck arriving or departing the site. An arrival and departure should be considered as 2 movements.

APPENDIX F: NON TYPICAL DELIVERIES

Title Construction liaison management plan with ITV

Reference GB-BY-ALL-ALL-PLN-CON-00025

BYE APPOINTMENT BY ADDRESS AND OCCASIONAL ROAD FRONTAGE AND VEHICLE FRONTAGE DATA IN A FURNACE

14/1/2014

Land use class	Estimated number of units per plot	Estimated unit quality	Vehicle type		Average	Average
			Highway	Suburban		
Consisting of plots between 10 and 20	1	4	10			10
Shallow frontage	2	2			4	4
Medium frontage	5	2			4	10
Deep frontage	5	2			4	10
Frontage suitable for an advisory sign	3	2			4	4
On street parking with no off-street parking	4	2			4	4
Carriageway parking	1	10		10	10	10
On-street parking	1	10		10	10	10
Off-street parking	1	6		6	6	6
Frontage of 10m or more	1	6		6	6	6
Frontage of 10m or more	1	6		6	6	6
On-street parking	1	1		1	1	1
On-street parking	1	1		1	1	1
TOTAL ESTIMATE			16	14	24	24
PERCENTAGE						100

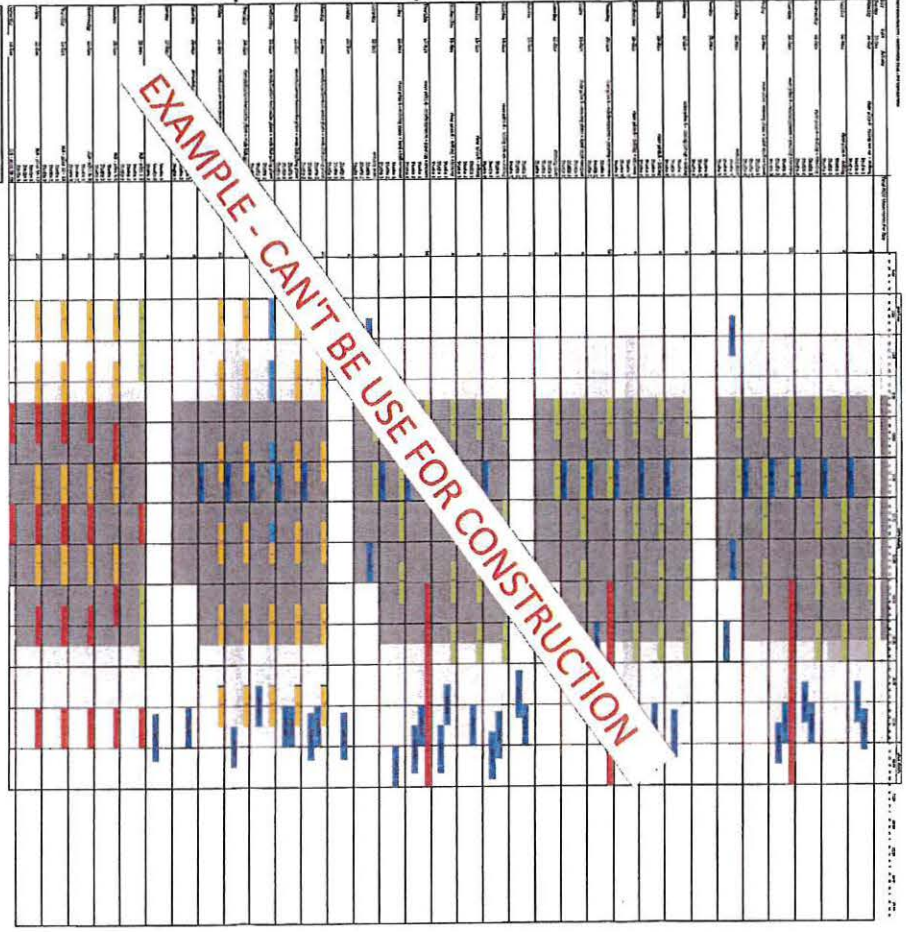
APPENDIX G: DELIVERY PROGRAMME

Title Construction liaison management plan with ITV

Reference GB-BY-ALL-ALL-PLN-CON-00025

Legend:

- Excavation (Blue)
- Foundation (Yellow)
- Structure (Red)
- Finishes (Grey)



APPENDIX H: ITV AUDIENCE MANAGEMENT PLAN

Title Construction liaison management plan with ITV

Reference GB-BY-ALL-ALL-PLN-CON-00025

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ITV Audience Management Plan to include IBM Emergency Evacuations 10.02.16

Contributors

██████████ (Head of Security ITV)
██████████ (ITV Fire Safety Advisor)
██████████ (Mitchell Price)

ITV currently queue their studio audiences in the walkway between ITV and IBM. This Walkway will be shared between ITV and the Bouygues TP and Cimolai Joint Venture (the Contractor) for the construction works for The Garden Bridge from 2016 to 2018.

This document deals with how ITV will manage their audiences during the above.

Essential information

Studio Audience numbers can vary, as can studio record times. Occasionally, ITV have a studio audience before 11am. Studio 3 is usually used for early shows and holds approximately 100 audience members.

Audiences for all shows (after midday) are as follows:

Studio 1 – 650 (with a potential overspill of 200 people) – Total 850 people
Studio 2 – 400 (with a potential overspill of 100 people) – Total 500 people
Studio 3 – 100 (with a potential overspill of 30 people) – Total 130 people
Overall Studio Capacity = 1480 persons

An overspill of audience members occurs when shows are oversubscribed so the ticketing agency work on a first come, first served basis. The remaining ticket holders will be held in the West Road on these occasions.

Some studio recordings can start later than 6pm.

ITV will provide the Contractor with advance studio schedules so that vehicle movements can be arranged to minimise the impact on audience times.

The Contractor will provide ITV with advance warning of abnormal loads being delivered.

Audience Handling in normal circumstances

The Contractor will provide and maintain a physical segregation barrier between construction works and ITV audiences.

During hours of operation, the Contractor will provide one banksman at the site entrance gate from Upper Ground and another banksman on the River Walkway site entrance gate.

All of the ITV Security Team are first aid trained to enable them to deal with first aid issues concerning audiences and the Studios engage with Medical cover when audiences are onsite.

The walkway will maintain a clear 2 metre wide path for use of audiences at all times (other than at agreed 1.50m wide pinch points). The only exception is for abnormal loads or vehicles

reversing into or out of the site. These will be scheduled during non-audience operation times via agreement between ITV and the Contractor. During these times the audience access road/path will be shut. This will mean that an alternative plan will be required for those occasions.

During the Contractor's working hours, start-up and close down periods and extended working hours, the Walkway will be shut to pedestrians and cyclists from Queens Walk and Upper Ground. Outside of the Contractor's working hours, start-up and close down periods and extended working hours, access, the road will be re-opened daily for pedestrians and cyclists by the Contractor

At certain points along the route there will be openings with movable gated areas with pedestrian crossings across to three new entrance points on ITV's west elevation.

Audiences will now enter via four different entrances that will be known as:

- West Road Gate 1 – existing
- West Road Gate 2 – new in site boundary
- West Road Gate 3 – new in site boundary
- West Road Gate 4 – new in site boundary

Some or all of these gates will be open to allow audience access depending on:

- Type of audience
- Number of audience members
- Number of studios in use at any one time

The first interaction with an audience member will be with the ticketing agency on the ITV Upper Ground end of the West Road. Then they will be directed to an entry point at either Gate 1/2/3 or 4 depending on the ticket holder or the Studio in use

The audience handling team will be called earlier than currently during construction works as the aim is to avoid queues in the Walkway. Whilst the intention is to plan these interfaces to avoid any unforeseen impact on construction vehicles, if for any reason there are queues forming, the audience handling team and the Contractor's traffic marshals, will coordinate to help clear congestion as safely as possible. This may include site traffic being temporarily stopped from using the area until congestion has cleared. This will be reviewed at ongoing liaison meetings.

Gate selection/entry will be determined prior to the show commencing via a meeting between:

- Studio Manager
- Security
- Studio Ushers
- Ticketing Agency

Once audience members arrives at the gate entry point, they will go through a Security search regime and then given access to site.

If any movement is required via crossing the Walkway, it will be done so via one of the four different pedestrian crossings. The crossings will be newly painted and the roadway will be maintained throughout the construction works

When pedestrian crossings are in use they will be controlled by opening a gate and a member of the audience handling team will be responsible for the crossing area. Note, only the required pedestrian crossing will be open at any one time. All audience members will be held at the pedestrian crossing point.

Pedestrian crossing points will have a traffic light system operated via a key switch by ITV marshals. This system will give indication of when it is 'safe to cross' and will give indication to any road vehicles that crossing is in operation.

No pedestrian traffic will be allowed access to the Walkway at any time during periods of time critical deliveries. Once gateways are shut, the vehicle will be given access. The crossing will re-open once it is clear and safe to do so

There will be zonal areas that will be controlled by barriers and personnel. Each zone will be loaded with audience members with the appropriate accreditation for the particular area. Anyone needing to leave the said zone will need to go through the search regime again. A plan of these zonal areas is attached to this Audience Management Plan.

The only zone outside the ITV audience holding area is at the North end of the Walkway. Audience members that are part of the overspill OR if there are two audiences OR any standby audiences will be held here and controlled by the audience handling team. This area will only be used when operational numbers are high to prevent disturbance to IBM employees

Checks of audiences will be carried out prior to audience arrival. Safety checks of the area to be carried out daily. Once the audiences have left the area, cleaning of audience litter will be carried out by the ITV cleaning team (including the Walkway, crossings, stairs and access gates into ITV).

Signage will be clearly visible to assist with the safe movement of audiences entering and exiting the area.

If, for any reason, the Walkway becomes non-operational, audiences may have to be held on Upper Ground for short periods of time until the fault is rectified or issue resolved

ITV CCTV coverage of the area will be continue to be maintained during construction works.

Regular meetings will be held between Studio management, the audience handling team and the ticketing agencies in order to maintain safe audience movement during the construction period.

Audience Handling in evacuation circumstances

If for any reason an evacuation is required, audiences will be directed via ITV's West Road gates onto Upper Ground depending on the location of the incident.

All possible vehicle movement would be suspended via lighting indicators, which will be clearly seen by the Contractor's banksman. Vehicles already on the access road at the time of an evacuation will be managed by agreement between ITV and the Contractor.

Audience members could also use the newly gated areas 2, 3 or 4 and use the roadway in its entirety to go north or south depending on the location of the incident.

If there is an emergency, first aid access will still remain possible throughout the construction period. ITV will aim to evacuate in the direction of travel unless the incident is located to the North of site

Audiences will be encouraged to use safe means of egress to leave site via safe crossing points. The newly gated areas will be connected to the current ITV fire alarm system. If an evacuation is required, the gates will automatically go to the open position. Each gate will be fitted with a break glass, which, if operated, would also put the gate into the open position

The Walkway will have appropriate evacuation signage. To avoid people evacuating through the construction site in an emergency, clear signage will be provided and the site access gate will be secured by the Contractor's traffic marshal.

All of the audience handling team will be on the ITV designated radio channel.

Means of escape will be checked regularly during Security patrols.

Emergency access entrance to site for fire vehicles and ambulances, should they need to use the Walkway, will be controlled by the security gates and bollards operated from the Security Control Room in the basement of the ITV Building.

All fire fighting equipment will be accessible at all times.

The assembly point currently located in front of the IBM building will be relocated to in front of the National Theatre during the construction works to avoid potential congestion.

Accessibility

- One of the new gated areas is designed for wheelchair access as well as the current West Road Gate No.1
- All evacuations will be controlled by the audience handling team and are aligned with the revised site evacuation plans

IBM Emergency Exits

- There are four emergency exit points for IBM along the Walkway that must be maintained.
- The Contractor will mark these areas with clear signage and hatched road markings.
- The ITV audience handling team will ensure that queues are managed to keep these areas clear.

What will happen to ITV Audiences in the event of an Emergency Evacuation at IBM

If the IBM fire alarm goes into Evacuation the following things will happen

- The Beacon and Sounds which will be fitted on the ITV/IBM roadway, will automatically operate

- ITV Security control will receive a signal from the activation (still checking if this possible)
- ITV Control room will notify the Audience handling team
- Beacon and sounds will notify GBT banksman and Audience handling team
- All vehicle movement will be stopped to avoid additional congestion of the construction access
- The vehicle already in the site access will be drive through the site compound or Upper Ground
- Studio manager will be informed
- ITV Security manager will be informed

Once this signal is received the Audience handling team will carry out the following procedure

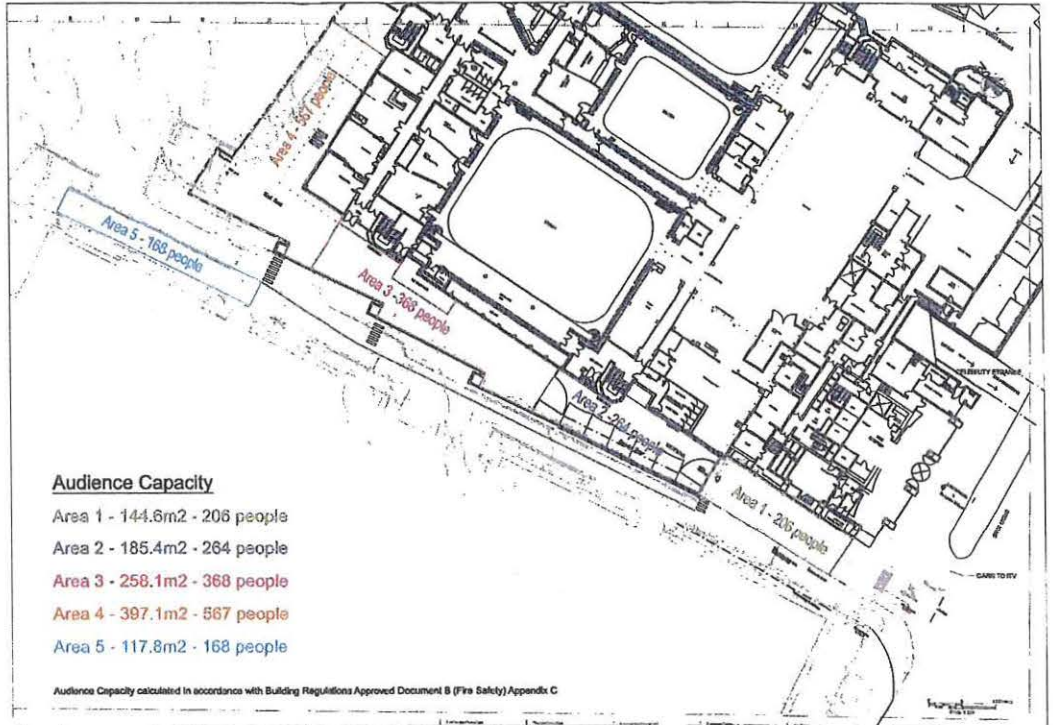
- Check to see if the incident is in the ITV /IBM roadway
- Check to see the if the incident is in the travelling direction of the Audience
- stop any more Audience being given access to the roadway
- Make the decision on the best location of the refuge / muster point for the Audience held in the roadway,
- Quickly and safely move the Audience to Muster point
- Advise IBM of any problems or concerns in the roadway

Once incident is over

- Return operation back to normal and complete an incident report

Options of refuge/ muster point during an IBM evacuation for any ITV Audience held in the roadway

- 1) Within ITV boundary using any of the following gates
 - West Road Gate 1 – existing
 - West Road Gate 2 – new in site boundary
 - West Road Gate 3 – new in site boundary
 - West Road Gate 4 – new in site boundary
- 2) Rear of G/Wharf
- 3) Rear of NT
- 4) Front of ITV (apron area)



Reviewed by

██████████ (Health & Safety Risk Manager ITV)

Signed _____

██████████ (ITV Fire Safety Advisor)

Signed _____

██████████ (Chartered Surveyor for Mitchell Price)

Signed _____

██████████ (Director of Studio Services and Client Liaison)

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██████████ (IBM)

Signed _____

██████████ (Head of Security ITV)

Signed _____

██████████ (Head of Workplace Services South ITV)

Signed _____

APPENDIX I: ITV STUDIOS NOISE AND VIBRATION TRIGGER ACTION PLAN

Title Construction liaison management plan with ITV

Reference GB-BY-ALL-ALL-PLN-CON-00025

Garden Bridge Trust/BYTP

Garden Bridge

**ITV Studios – Noise and Vibration
Trigger Action Plan**

20160303 Final TAP

Issue 6 | 3 March 2016



UK Branch



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1 Introduction

The construction works for the Garden Bridge Project have the potential to generate disturbance from noise and vibration to the users of the broadcast facilities at ITV, and in particular the broadcast and recording activities which take place on the site. The ITV building is adjacent to the southern boundary of the site.

This document outlines the building and its use. Based on measurements undertaken at the premises, and discussions with ITV, internal noise and vibration levels at which disturbance may be generated to occupiers from construction activities are proposed. From this, trigger levels are derived which can be predicted and monitored to identify if the triggers are exceeded.

The trigger levels identify the external level at which further noise and/or vibration controls will be applied, either to the construction method or to the building façade. Depending upon the building façade construction and use, trigger levels may vary for different areas and different times. Noise and vibration monitoring and other controls will be in place before the commencement of any works on the site.

The procedure for monitoring these levels is outlined, in order to compare against the predicted noise levels. In the event that the trigger levels identified are predicted to be, or are actually exceeded, the process for dealing with this has also been provided.

After completion of the Garden Bridge, the use of the bridge by pedestrians is not anticipated to result in noise which will cause additional disruption to the operation of ITV. As such this Trigger Action Plan has been developed to deal with the construction period only.

2 Garden Bridge Project

The Garden Bridge will form a pedestrian footbridge between Temple Underground Station and the southern embankment immediately in front of the ITV studios. At the south bank, stairs will take people from the bridge deck down to a platform of open space on top of a new South Landing building and then down to ground level. The South Landing Building has been designed to enable a range of uses principally related to the operation and maintenance of the bridge.

The proposed construction programme submitted by the preferred Main Contractor is for a total construction period of 32 months, which can be approximately divided into the following phases:

- Site set up (12 months),
- Piling and river works including pier construction (16 months),
- Construction of the South Landing Building (11 months, overlapping with river works)
- Bridge installation (eight months)
- Hard and soft landscaping, finishing and demobilisation works (eight months).

As the project progresses, further detail will be available on the precise durations and activities planned on site.

The project requires the Main Contractor to use Best Practicable Means as a minimum in controlling noise from site activities. This will be demonstrated by the Contractor applying to the relevant Local Authority for prior consent under section 61 of the Control of Pollution Act.

The Garden Bridge Project has a requirement for the Contractor to seek section 61 consent under the Control of Pollution Act 1974 for all works in conjunction with the development. This is a legal consent, which can only be approved by the Local Authority for the borough in which the works are undertaken (for the South Bank, London Borough of Lambeth (LBL)). Breach of this consent is a legal matter. The noise levels will be monitored and the Contractor is required to demonstrate compliance with the consent.

2.1 ITV Building Description

The ITV building contains broadcast spaces for both live and pre-recorded TV shows, technical support spaces, offices dressing rooms and green rooms. The facilities are located in two buildings; the majority are located in a modern reinforced concrete framed building to the west with some facilities in a smaller older brick building.

2.2 Internal noise levels

The limiting internal noise levels from construction activity are shown in Table 1 below. The maximum noise level targets for specific rooms apply solely to construction related activities associated with the Garden Bridge project.

Space	Internal noise level, dB(A)	Parameter	Basis
Studios	35	L_{max}	To protect recording / broadcast (applicable during periods of recording / broadcast or other noise sensitive activities)
	25	$L_{eq, 1 \text{ hour}}$	
Event Space, Green rooms	45	L_{max}	
	40	$L_{eq, 1 \text{ hour}}$	
Dressing rooms, Meeting rooms	40	$L_{eq, 10 \text{ hour}}$	To protect amenity
Offices, Client rooms	50	$L_{eq, 10 \text{ hour}}$	

Table 1 Limiting internal noise levels

Note – the core working hours on Saturdays are 8am – 1pm. On Saturdays an $L_{eq, 5 \text{ hour}}$ parameter will be used to protect amenity in Dressing Rooms, Meeting Rooms, Offices and Client Rooms.

3 Trigger Action Levels

3.1 Airborne Noise Trigger Levels

3.1.1 Room Specific Trigger Levels

Trigger action levels have been set at external monitoring positions to meet the internal noise limits within the various spaces within the ITV London Studio building. The trigger action levels have been calculated by comparing the internal noise limit criteria with the sound insulation performance of the facade to the various spaces (R'_w dB), based on the measurements by ITV's acoustic Consultant Bickerdike Allen Partners on a number of occasions.

The resultant trigger action levels and derivation are specified in Table 2 below and are the external noise levels at the noise monitor positions described in Section 5.2.2.

Table 2 - External Trigger Action Levels for specific room types

Activity	Parameter	Internal noise level, dB(A) ¹	Extg glazing performance dB R' _w	External Trigger level	Measured at:
Studio 8 (in use during periods of recording /broadcast or other noise sensitive activities)	$L_{max, fast}$	35	40	75dB(A)	Studio 8- External noise monitoring location
	$L_{eq, 1 hour}$	25		65dB(A)	
Studio 7 (in use during periods of recording /broadcast or other noise sensitive activities)	$L_{max, fast}$	35	48	83dB(A)	Studio 7- External noise monitoring location
	$L_{eq, 1 hour}$	25		73dB(A)	
Studio 5 (in use during periods of recording /broadcast or other noise sensitive activities)	$L_{max, fast}$	35	45	80dB(A)	Studio 5- External noise monitoring location
	$L_{eq, 1 hour}$	25		70dB(A)	
Events space (in use during periods of recording /broadcast or other noise sensitive activities)	$L_{max, fast}$	45	42	87dB(A)	Level 1 - External noise monitoring location
	$L_{eq, 1 hour}$	40		82dB(A)	

¹ Information from BAP reports A9783-M07-TC Rev 1 and A9783-M11-TG.

Activity	Parameter	Internal noise level, dB(A) ¹	Extg glazing performance dB R _w	External Trigger level	Measured at:
sensitive activities)					
Green rooms (Level 3)	L _{max, fast}	45	35	80 dB(A)	Studio 7 - External noise monitoring location
	L _{eq, 1 hour}	40	35	75 dB(A)	
Green rooms (Level 0)	L _{max, fast}	45	29	74 dB(A)	Level 1 - External noise monitoring location
	L _{eq, 1 hour}	40	29	69 dB(A) ²	
Dressing rooms (Level 3)	L _{eq, 10 hour}	40	35	75 dB(A)	Studio 7 - External noise monitoring location
Dressing rooms (Level 1)	L _{eq, 10 hour}	40	29	69 dB(A)	Level 1 – External noise monitoring location
Meeting Rooms	L _{eq, 10 hour}	40	30	70 dB(A)	Level 1 – External noise monitoring location
Offices	L _{eq, 10 hour}	50	30	80 dB(A)	Level 1 - External noise monitoring location
Client rooms	L _{eq, 10 hour}	50	30	80 dB(A)	Level 1 - External noise monitoring location

Note – the core working hours on Saturdays are 8am – 1pm. On Saturdays an L_{eq,5 hour} parameter will be used to protect amenity in Dressing Rooms, Meeting Rooms, Offices and Client Rooms.

² Includes 10dB(A) barrier correction to account for 4 metre high screen along ITV/south site boundary.

3.1.2 Adjusted Trigger Levels based on Additional Mitigation

In Table 3 below, the external trigger levels have been adjusted to account for the additional sound insulation proposed by the Contractor that will be provided by the provision of secondary glazing and noise barriers, to mitigate worst case predicted external noise levels.

The resultant trigger action levels are specified in Table 3 below, and are the external noise levels at the noise monitor positions described in Section 5.2.2. These levels will be adjusted to suit the actual performance from acoustic tests on the secondary glazing once installed.

The $L_{eq, 10 \text{ hour}}$ trigger action level will be applicable at all times. The L_{Amax} and $L_{eq, 1 \text{ hour}}$ trigger action levels will be in operation at all times except when advised by the ITV that the relevant spaces being protected will not be in use.

Activity	Unadjusted Trigger	Adjusted Trigger	Parameter	Measured at
Studio 8 (in use during periods of recording /broadcast or other noise sensitive activities)	75dB(A)	75dB(A)	$L_{max, fast}$	Studio 8- External noise monitoring location
	65dB(A)	65dB(A)	$L_{eq, 1 \text{ hour}}$	
Studio 7 (in use during periods of recording /broadcast or other noise sensitive activities)	83dB(A)	83dB(A)	$L_{max, fast}$	Studio 7- External noise monitoring location
	73dB(A)	73dB(A)	$L_{eq, 1 \text{ hour}}$	
Studio 5 (in use during periods of recording /broadcast or other noise sensitive activities)	80dB(A)	80dB(A)	$L_{max, fast}$	Studio 5- External noise monitoring location
	70dB(A)	70dB(A)	$L_{eq, 1 \text{ hour}}$	
Events space (in use during periods of recording /broadcast or other noise sensitive activities)	87dB(A)	87dB(A)	$L_{max, fast}$	Level 1- External noise monitoring location
	82dB(A)	82dB(A)	$L_{eq, 1 \text{ hour}}$	
Green rooms (Level 3) (in use during periods of recording /broadcast or other noise sensitive activities)	80 dB(A)	85 dB(A)	$L_{max, fast}$	Studio 7 - External noise monitoring location
	75 dB(A)	80 dB(A)	$L_{eq, 1 \text{ hour}}$	
Green rooms (Level 0) (in use during periods of recording /broadcast or other noise sensitive activities)	74 dB(A)	74 dB(A)	$L_{max, fast}$	Level 1 - External noise monitoring location
	69 dB(A)	69 dB(A)	$L_{eq, 1 \text{ hour}}$	
Dressing rooms (Level 3)	75 dB(A)	75 dB(A)	$L_{eq, 10 \text{ hour}}$	Studio 7 - External noise monitoring location

Activity	Unadjusted Trigger	Adjusted Trigger	Parameter	Measured at
Dressing rooms (Level 1)	69 dB(A)	74 dB(A)	$L_{eq, 10 \text{ hour}}$	Level 1 – External noise monitoring location
Meeting Rooms	70 dB(A)	75 dB(A)	$L_{eq, 10 \text{ hour}}$	Level 1 - External noise monitoring location
Offices (if Studio 7, events space, green rooms or dressing rooms are not in use)	80 dB(A)	80 dB(A)	$L_{eq, 10 \text{ hour}}$	Level 1 - External noise monitoring location
Client Rooms	80 dB(A)	80 dB(A)	$L_{eq, 10 \text{ hour}}$	Level 1 - External noise monitoring location

Table 3 External Trigger Action Levels for specific room types – with additional secondary glazing and noise barriers around the site perimeter.

Note – the core working hours on Saturdays are 8am – 1pm. On Saturdays an $L_{eq, 5 \text{ hour}}$ parameter will be used to protect amenity in Dressing Rooms, Meeting Rooms, Offices and Client Rooms.

3.1.3 Special Dispensation

If it is expected or predicted that an essential construction operation is likely to give rise to noise levels at the site boundary of the ITV Studios higher than the L_{Amax} (when the relevant spaces are in use or the 1 hour or 10 hour limit specified in the table above), then permission must be obtained by the Contractor from the ITV Project Manager (ITVPM) BEFORE any such operation commences. Permission will only be granted by the ITVPM if it can be demonstrated that there is no reasonably practical alternative method or technique available or any reasonably practical alternative control measure that could be deployed to avoid these limits being breached and consultation has been held with ITV and a working time window agreed. A full method statement with expected durations of operations and associated noise levels would be required by the ITVPM in order to consider such a request. Any request for this special dispensation, along with associated supporting documentation, must be lodged with the ITV PM at least one week before the operation is due to take place, unless the situation is safety critical. The ITVPM reserves the right to approve or reject the request and apply noise limits as necessary following consultation and agreement with ITV.

No construction works are permitted which will give rise to the 1 hour or 10 hour average and maximum limits being exceeded without special dispensation approved by the ITVPM.

Where special dispensation is approved by the ITVPM and the associated works have to be undertaken at times to suit ITV's operations, a start protocol will be agreed with the ITVPM allowing final confirmation that works can proceed prior to commencement.

3.2 Vibration and Groundborne Noise Trigger Levels

3.2.1 Trigger levels for studios and control rooms

Vibration levels from construction activities must be controlled to help control reradiated noise levels within the ITV Studios and control rooms. ITV has proposed a noise limit of 25dB(A) within studio spaces. This includes for the effect from reradiated groundborne noise.

Therefore the vibration threshold level is expressed as an internal dB(A) level within the studio or control room spaces.

Vibration levels for the proposed construction activities, and specifically CFA piling activities close to the ITV studios, have been measured and are low. Vibration is therefore not considered to be a significant risk to activities within the ITV studios.

It is not practical to install a vibration monitor at the site boundary as it would be affected by local activity such as footfall and vehicle movements.

Instead, the proposal is to install vibration monitoring equipment inside or in the vicinity of Studio 1 and associated control rooms to monitor vibration levels to ensure they remain within specified limits as set out in Table 3 below. The maximum allowable vibration levels apply solely to construction related activities associated with the Garden Bridge project.

Limit Type	Octave Band Centre Frequency, Hz						
	31.5	63	125	250	500	1k	2k
First Action Level							
Continuous	50	52	54	56	56	56	56
Intermittent	55	57	59	61	61	61	61
Second Action Level							
Continuous	53	55	57	59	59	59	59
Intermittent	58	60	62	64	64	64	64

Table 2 Maximum permitted vibration acceleration levels inside ITV Studios/ Control Rooms, dB re 10^{-6} ms⁻²

The continuous vibration level limits shall be deemed exceeded should the recorded vibration level exceed any of the octave band values for a period of 10 seconds or more.

The intermittent vibration level limits above shall be deemed exceeded should the recorded vibration level exceed any of the octave band values for a period of 1 second or more.

Application of ITV Studios Vibration Limits

The limits relate to those measured in either the floor or wall, in any given direction, of a studio or control room where either recording or broadcast activities take place.

3.2.2 Special Dispensation

If it is expected or predicted that an essential construction operation is likely to give rise to vibration levels in the ITV Studios or control rooms higher than the Second Action Level limit identified in 3.2 above, then permission must be sought and agreement reached with the ITVPM before any such operation commences.

Permission will only be granted if it can be demonstrated that there is no reasonably practical alternative method, technique or control measure that could be deployed to avoid these limits being breached.

If exceedance of the limits in Table 3 is expected, a full consultation with ITV will be undertaken to identify a suitable time window for the works to be undertaken. A full method statement with planned durations of operations and associated vibration levels will be submitted to the ITVPM with this request.

Any request for this special dispensation, along with associated supporting documentation, must be lodged with the ITVPM at least one week before the operation is due to take place, unless the situation is safety critical. The ITVPM reserves the right to approve or reject the request and to apply secondary vibration limits as necessary following consultation and agreement with ITV.

Where special dispensation is approved by the ITVPM and the associated works have to be undertaken at times to suit ITV's operations, a start protocol will be agreed with the ITVPM allowing final confirmation that works can proceed prior to commencement.

4 Noise and vibration monitoring

4.1.1 Noise Monitoring

The Contractor will be required to undertake noise monitoring continuously throughout the contract to ensure that demolition and construction works and associated activities are being undertaken in a manner that ensures compliance with the noise level limits set out in 3.1 above. Noise monitoring equipment shall comply with BS EN 61672-2:2003. The results of this monitoring, including any alerts, shall be made available to the ITVPM via a web based system with a facility for ITV to observe the results in real time via a live link to the security room.

Noise monitoring will at times be undertaken by ITV and its representatives around the ITV Building throughout the duration of the works to verify that the continuous noise monitoring is adequately reflecting the impact of noise on the building.

In the event that the relevant external trigger levels as set out in Table 3 are exceeded outside any ITV activity space, the Contractor shall stop work immediately until alternative construction equipment or an alternative methodology has been agreed and demonstrated as being acceptable on noise grounds. The only exceptions are:

- if special dispensation has been granted as described in 3.1.1
- if it is agreed between the Contractor and ITVPM in advance that the exceedance is caused by ITV or 3rd party activity
- if continuing the work is safety critical

4.1.2 Vibration Monitoring

The Contractor will be required to undertake vibration monitoring continuously throughout the contract to ensure that demolition and construction works and associated activities are being undertaken to demonstrate compliance with the vibration level limits set out in 3.2 above. The equipment shall be capable of monitoring acceleration vibration levels in three mutually perpendicular axes and shall be capable of measuring down to 40 dB re 10⁻⁶ ms⁻² at any octave band frequency in the range 31.5 Hz to 500 Hz. The equipment specification shall be presented to the ITVPM prior to deployment on site for approval. The results of this vibration monitoring, including any alerts, shall be made available to the ITVPM via a web based system with a facility for ITV to observe the results in real time via a live link to the security room.

The background levels will be recorded and reviewed by the Contractor and the ITVPM over a six week period prior to commencement of the project works.

Additional vibration monitoring equipment will be installed at locations close to the works so that internal vibration levels can be compared to external vibration levels from site to help establish the source of the vibration.

5 Assurance

In order to ensure that the agreed noise levels are not exceeded the following processes will be implemented.

5.1 Prior to works commencement

The Contractor is required to produce both a method statement and predictions of the noise levels for all relevant phases of the work four weeks in advance of the works being undertaken. These will be needed in order to apply for consent to work under Section 61 of the Control of Pollution Act. As part of this, the Contractor is required to demonstrate Best Practicable Means (BPM) has been adopted at all times to minimise noise and vibration as a result of construction.

This consent is a legally binding document, and breach of consent is a legal matter and can result in the Contractor and the Project Manager being interviewed under police caution and potentially charged.

The noise levels within the Section 61 application will be based on the prediction method in BS5228:2009 + A1:2014 which only considers L_{Aeq} predictions for both monitoring locations will be included in the section 61 application.

When considering the broadcast spaces, there is no statutory defined procedure for predicting maximum (L_{max}) levels from construction processes. However, experience from other projects is that certain activities can generate high maximum (L_{max}) noise levels. Based upon initial review of the works to be undertaken, and for those activities which can contain appreciable 'impact' noises, measurement of these processes is used to predict at the measurement locations. This is then supported by monitoring and trials during non-sensitive periods.

5.2 During construction

5.2.1 Trial activities

The most sensitive studios at ITV have been identified as having periods which are critical to the successful operation of the facility, and less sensitive periods where these are not in use.

In order to demonstrate that the trigger noise and vibration action levels will not be exceeded during the critical period, it is proposed that trials of the activities will be carried out during the less sensitive periods, where possible. Activities which have been identified by the predictions as potentially disruptive to the operation of ITV will be trialled in this way.

Prior to the commencement of the trial, the Contractor will identify potential mitigation solutions which could be used during the trial period to reduce noise and vibration levels. If during the trial, the vibration first action level triggers are being regularly exceeded, the working method will be reviewed. Work will cease immediately if the external (noise) trigger level or vibration second action trigger level is exceeded unless the situation is safety critical. Any additional measures

which could further control the noise will be tried during this trial period to demonstrate that noise from the activity can be sufficiently controlled.

Following the trial, the noise levels and method of working will be reviewed to ensure that Best Practicable Means has been employed in controlling noise levels. If the method of working is demonstrated to not exceed all the external trigger levels and the vibration second action trigger levels within this TAP, then the work shall continue during critical periods of operation. Where the trigger levels have been exceeded by the works during the trials, the Contractor will review the method of working and suggest additional mitigation which may be used to reduce the noise levels or the overall impact on the building. The Garden Bridge Trust in conjunction with the Contractor will review this information and decide whether the measures included are sufficient to ensure that the trigger noise levels and vibration limits will not be breached at any time, or whether special dispensation must be sought.

5.2.2 Monitoring Locations

In order to ensure that noise levels are not exceeded, it is proposed that at least five unattended noise monitors will be installed. One monitor installed at the facade of Studio 8, one at the balcony outside of Studio 7 with the microphone overhanging the northern facade of the ITV building, one at the balcony outside of Studio 5, one outside the main western portion of the building, at the southern boundary of the site and one close to the construction activities in the river. If it is not possible to install a noise monitor at the facade of Studio 8, a noise monitor will be installed on the balcony outside of Studio 8.

The noise monitors will be capable of measuring both LA_{eq} and LA_{max} noise levels, displaying real time noise monitoring on an externally accessible website. Both noise and vibration monitors will be capable of sending email and/or text alerts to telephone numbers, when external noise comes within 3dB(A) of the external trigger level, in the event of a noise trigger level exceedance, and when first and second vibration action level limits are reached.

Vibration monitoring equipment will be installed inside or in the vicinity of Studio 1 and associated control rooms to monitor vibration levels to ensure they remain within specified limits as set out in Table 3.

5.2.3 If a Trigger is Exceeded

Vibration Second Action Limits and Noise Trigger Levels

The external noise trigger level and the vibration second action level limits represent those at which the Contractor shall stop work immediately to review with the ITVPM what further action should be taken. The only exceptions are:

- if special dispensation has been granted as described in 3.1.1
- if it is agreed between the Contractor and ITVPM in advance that the exceedance is caused by ITV or 3rd party activity
- if continuing the work is safety critical

Vibration First Action Limits and Approaching Noise Trigger Levels

When the external noise comes within 3 dB(A) of the external trigger level, or the vibration first action limit is reached, levels are approaching the ultimate limit. Depending on circumstances, decisions can then be taken over whether to continue with the present method of construction or adopt an alternative, as described below.

- The Contractor and ITVPM will check that the noise or vibration level is relevant for the specific activity agreed with ITV for that time period. For example, if it relates to an LA_{max} problem, are the Studios and / or Events spaces in use for pre identified noise sensitive activities.
- The Contractor and ITVPM will investigate the cause to check that the noise and vibration is likely to be as a result of Garden Bridge construction activity. During river works the noise level measured at the ITV monitors will be compared to the noise level measured at the noise monitor close to the construction activities in the river. Correlation of the results will help to clarify whether the noise and vibration is from construction activities or not.
- If the problem is found to have been caused by the Garden Bridge construction activity, inside or outside of the pre identified noise sensitive period, the Contractor will investigate the cause of the noise and vibration and check that all Best Practicable Means (BPM) measures identified in the extant Section 61 consent are being followed. The Contractor shall also reduce noise levels as far as reasonably practicable so as to remain within the external noise trigger levels and second action vibration limits to ensure that the requirements of the trigger action plan are met.
- If the problem is found to have been exceeded by activities not related to Garden Bridge works, further investigation by the Contractor will not be required.

Equipment Failure

In the event that the noise and/or vibration monitoring equipment fails, the Contractor shall stop work immediately to review with the ITVPM what further action should be taken.

5.2.4 Liaison

Ongoing communication between ITV and GBT is proposed as follows:

- Monthly meetings (or bi-weekly when required) to discuss and review noise and vibration control measures.
- Three week look ahead notification programmes to be issued to ITV by the Contractor, updated and agreed on a weekly basis
- Daily communication from the Contractor to discuss any emerging issues
- The three week look ahead notification programmes are to be issued to the Contractor by ITV, updated and agreed on a weekly basis, identifying the

anticipated hours during which ITV is intending to use the rooms for recording /broadcast or other noise sensitive activities.

Notwithstanding the above process, within the overall communication protocol with the Contractor, ITV may contact the Contractor Community Liaison Officer directly and register their concern if they believe the agreed noise levels have been repeatedly exceeded by noise from Garden Bridge construction activities. Under these circumstances, the Contractor representative will immediately investigate the incident and advise ITV on the actions taken. In addition to the above steps, provisions have been given to ITV to call an urgent meeting if they are being exposed to noise levels in excess of agreed levels from Garden Bridge construction activities.

SCHEDULE 3

The Construction Schedule

Save where otherwise stated below, defined terms shall bear the meanings ascribed to them in the body of the Agreement.

In this Schedule, the following words have the following meanings:-

- Additional Works:** means the design, construction and completion of a canopy structure, the intended location of which is shown indicatively on the Plan, together with the design and installation of manifestation to the glazing to the buildings on ITV's Premises or blinds to the relevant areas and any additional measures agreed by the parties to be carried out by ITV at GBT's cost as part of the Logistics Planning Exercise;
- Additional Works Plan:** means the plan attached at schedule 9;
- Controlled Hours:** means as defined in paragraph 2.1;
- Legislation:** means any statute, statutory instrument, regulation, rule or order made under any statute or directive having the force of law which affects the ITV Works or performance of any obligations under this Agreement and any regulation or bye-law of any local authority or statutory undertaker which has any jurisdiction with regard to the ITV Works or with whose systems the ITV Works are, or are to be, connected;
- Necessary Consents:** means building regulation approvals, by-law approvals, and any other consents, licences and authorisations required from any competent authority, statutory undertaker or person for the carrying out of the ITV Works;
- Permitted Hours:** means as agreed in accordance with paragraph 2.3;
- Works Access Date:** means for each of the activities comprising the ITV Works, the parties shall agree in writing a Works Access Date, such dates to be subject to satisfaction of the following conditions precedent:
- at the cost of GBT, the preparation of a schedule of condition of those parts of ITV's Premises which are likely to be affected by the ITV Works, including (where appropriate) a photographic record of the condition of ITV's Premises, and its approval by ITV or ITV's Advisors ("**Schedule of Condition**"),

- ITV's agreement of the Permitted Hours of access to ITV's Premises for carrying out and completing the relevant part of the ITV Works pursuant to paragraph 2.3 and the Protocols,
- Obtaining planning permissions and the Necessary Consents for the relevant part of the ITV Works,
- Receipt of evidence of the insurances required to be maintained pursuant to paragraph 4,
- ITV's receipt and approval of:
 - the detailed design of the ITV Works and ITV Works Accessway,
 - a programme and sequencing,
 - a method statement, and
 - a risk assessment

each in accordance with this Agreement.

1 DESIGN DEVELOPMENT

- 1.1 GBT has developed the Agreed ITV Works Outline Specification in respect of part or parts of the ITV Works and ITV has approved the contents of the Agreed ITV Works Outline Specification so far as they affect ITV's interests in ITV's Premises.
- 1.2 GBT shall procure that the applicable Contractor and/or the Certifier further develops the design of the ITV Works in consultation with ITV and ITV's Advisors in accordance with the principles of the Protocols to the reasonable satisfaction of ITV provided that, in respect to the development of the design of the Strengthening Works, such design shall be prepared and developed by an appropriately qualified and competent structural engineer experienced in carrying out design for works similar in nature and complexity to the Strengthening Works and strictly in accordance with ITV's requirements. Subject to paragraph 3.1.3(c), GBT must obtain ITV's prior written approval to further development of the design and /or variations to the Agreed ITV Works Outline Specification. Such designs shall include:
- 1.2.1 an agreed programme and sequence for the carrying out and completion of the ITV Works so as to prevent any inconvenience, nuisance, disturbance or disruption to ITV's use of the room types referred to in table 1 of paragraph 2.2 of the TAP for the activities referred therein during the Controlled Hours,
- 1.2.2 an agreed timetable for access to ITV's Premises (limited to those parts of ITV's Premises where access is required in order to carry out the ITV Works) so as to prevent any inconvenience, nuisance, disturbance or disruption to ITV's use of the room types referred to in table 1 of paragraph 2.2 of the TAP for the activities referred therein and / or, without limitation to the foregoing, the beneficial occupation and use of ITV's Premises by ITV, those persons authorised by ITV and visitors to ITV's Premises,
- 1.2.3 detailed method statements and risk assessments in respect of each part or parts of the ITV Works.

1.3 Whilst GBT is procuring the development of the Agreed ITV Works Outline Specification, ITV shall and shall procure that ITV's Advisors:

1.3.1 participate in the design consultation process (including via ITV's Advisors) as may be reasonably required by GBT;

1.3.2 agree to respond to a request for approval of any matters referred to in paragraph 1.2 or in this Schedule as promptly as reasonably possible having regard to the nature of the approval requested, provided that GBT shall and shall procure that its professional team and the applicable Contractor issue any request for approval of the matters referred to in this Schedule in writing, duly accompanied by all supporting information or documentation reasonably required by ITV and/or ITV's Advisors and further provided that ITV / ITV's Advisors shall be given not less than 10 working days in which to respond to any such application.

2 CONTROLLED HOURS (GARDEN BRIDGE WORKS) AND PERMITTED HOURS (ITV WORKS)

2.1 In relation to the carrying out and completion of the Garden Bridge Works, ITV shall issue a minimum of three weeks in advance notification programmes to the Garden Bridge Works Contractor, in accordance with paragraph 5.2.4 of the TAP identifying the anticipated hours during the relevant period covered by the three week notification programme during which ITV is intending to use the room types referred to in table 1 of paragraph 2.2 of the TAP as requiring specific internal noise levels limits or vibration level limits during periods of recording / broadcast or other noise or vibration sensitive activities for the activities referred therein or for the protection of amenity, to be updated and agreed on a weekly basis (the "**Controlled Hours**") provided that, where an event of national or international importance occurs which, in ITV's reasonable opinion, requires ITV to schedule at short notice additional broadcasting or other noise sensitive activities in any of the room types referred to in table 1 of paragraph 2.2 of the TAP and which was not foreseeable at the time of the issue of the relevant three weeks advance notification programme by ITV and ITV consequently requires a change to the Controlled Hours identified for that period, GBT shall and shall procure that the Garden Bridge Works Contractor uses its best endeavours to accommodate ITV's required change to the Controlled Hours. Events of national or international importance to which this paragraph applies includes, without limitation, the demise of a member of the Royal Family, Act of God, war, natural disaster, riot, civil commotion or act of terrorism.

2.2 Subject to paragraph 7, GBT shall not and shall procure that the Garden Bridge Works Contractor and any other persons within either the control of GBT or the Garden Bridge Works Contractor shall neither commence nor continue to carry out any part or parts of the Garden Bridge Works which may cause disturbance, disruption or interference to ITV's use of any of the room types referred to in table 1 of paragraph 2.2 of the TAP including, without limitation, those part or parts of the Garden Bridge Works for which the Contractor has issued predictions (as referred to in paragraph 5.1 of the TAP) of noise levels exceeding the applicable trigger noise and/or vibration action level limits referred to in the TAP (subject to any adjustments to the relevant noise trigger action level limits agreed by GBT or the Contractor and ITV or ITV's Advisors pursuant to paragraph 3.1.2 of the TAP) and any Noisy Activities ("**Controlled Works**") during the Controlled Hours, save in the case:

2.2.1 of any Controlled Works which have been the subject of trials in accordance with paragraph 5.2.1 of the TAP, the results of which have either demonstrated that:

- (a) the applicable trigger noise and vibration action level limits referred to in the TAP (subject to any adjustments to the relevant noise trigger action level limits agreed by GBT or the Contractor and ITV or ITV's Advisors pursuant to paragraph 3.1.2 of the TAP) will not be exceeded; or
- (b) the applicable trigger noise and vibration action level limits referred to in the TAP (subject to any adjustments to the relevant noise trigger action level limits agreed by GBT or the Contractor and ITV or ITV's Advisors pursuant to paragraph 3.1.2 of the TAP) will be exceeded but, subsequently, ITV or ITV's Advisor has expressly approved in writing an alternative method of working and/or additional measures to be used to reduce the noise and/or vibration levels or the overall impact on the building of such Controlled Works to ensure that such limits will not be exceeded at any time during the Controlled Hours in accordance with paragraph 5.2.1 of the TAP, subject to the implementation by the Garden Bridge Works Contractor of such matters when carrying out such Controlled Works, or

2.2.2 of ITV or ITV's Advisors expressly giving their prior written agreement to a special dispensation applied for by GBT or the Garden Bridge Works Contractor in accordance with paragraphs 3.1.3 and/or 3.2.2 (as applicable) of the TAP, subject to compliance with any requirements or conditions attached to any such special dispensation agreed by ITV or ITV's Advisors. For the avoidance of doubt, the approval, refusal or conditional approval by ITV and/or ITV's Advisors shall be a matter within ITV and/or ITV's Advisors' sole discretion; or

2.2.3 where and to the extent that continuing the relevant part of the Controlled Works is critical to the safety of the Controlled Works, provided that the Garden Bridge Works Contractor has used all best practicable means to avoid such circumstances arising during the Controlled Hours; or

2.2.4 of any Controlled Works programmed for the applicable day which when carried out over the Controlled Hours applicable to the dressing rooms, meeting rooms, offices or client rooms:

- (i) will not breach the trigger noise and vibration action level limits referred to in the TAP applicable for the protection of amenity for those rooms (subject to any adjustments to the relevant noise trigger action level limits agreed by GBT or the Contractor and ITV or ITV's Advisors pursuant to paragraph 3.1.2 of the TAP); and
- (ii) will not breach any of the trigger noise and vibration action level limits referred to in the TAP (subject to any adjustments to the relevant noise trigger action level limits agreed by GBT or the Contractor and ITV or ITV's Advisors pursuant to paragraph 3.1.2 of the TAP) applicable to the studios, events space, or green rooms for any overlapping period of the Controlled Hours when the studios, events space, or green rooms are being used UNLESS they are otherwise permitted to be carried out at the relevant time by virtue of one of the other sub-paragraphs of this paragraph 2.2.

2.3 In relation to the carrying out and completion of the ITV Works, GBT shall and shall procure that the applicable Contractor agrees with ITV or ITV's Advisors in writing a programme for

the carrying out of the ITV Works outside of the Controlled Hours ("**Permitted Hours**"), as referred to in paragraph 1.2, subject to any part or the parts of the ITV Works which are the subject of a special dispensation from this requirement as may be agreed by ITV or ITV's Advisors in its sole discretion in writing and subject to the applicable Contractor's compliance with any conditions attached to ITV's or ITV's Advisors' agreement to give any such special dispensation.

3 **GBT'S WORKS**

3.1 GBT warrants and undertakes that it shall:-

3.1.1 in respect of the ITV Works, obtain the planning permissions, subject to obtaining ITV's prior written approval of the particulars of the application for such planning permissions and any conditions thereto, and all Necessary Consents and comply with Legislation, duly providing to ITV copies of all planning permissions and similar documents along with any amendments to the same within five (5) working days of receipt of the same by GBT;

3.1.2 procure that:

(a) in respect to the Garden Bridge Works, it is a term of the applicable building contract entered into between GBT and the applicable Contractor that the applicable Contractor and its subcontractors, subconsultants and suppliers shall carry out and complete the Garden Bridge Works in accordance with the terms of this Agreement and the Protocols;

(b) in respect to the ITV Works:

(i) the applicable Contractors are appointed on terms previously approved in writing by ITV or ITV's Advisors acting reasonably and promptly and, without limitation, that it is a term of the applicable building contracts entered into between GBT and the applicable Contractors that the applicable Contractors and their subcontractors, subconsultants and suppliers shall carry out and complete the ITV Works in accordance with the terms of this Agreement, the Protocols and the Agreed ITV Works Outline Specification, such building contracts being entered into by the parties thereto by no later than the date of commencement on site of the relevant part or parts of the ITV Works to which the applicable building contract relates. GBT shall provide a certified copy of such building contracts to ITV within 5 working days of each being entered into. In the case of the ITV Works, other than those parts of the ITV Works to be carried out by the Garden Bridge Works Contractor, the agreed form of building contract shall be the JCT Minor Works Building Contract, 2011 Edition, as amended by the schedule of amendments annexed hereto at Schedule 8 and otherwise with such amendments thereto as may be approved in writing by ITV or ITV's Advisors acting reasonably and promptly;

- (ii) the applicable Contractor and its subcontractors and any others intending to carry out works on ITV's Premises (including, without limitation, each of their employees coming onto ITV's Premises) each attend ITV's site induction prior to commencing any of the ITV Works on ITV's Premises and otherwise are required to comply with any other health and safety and/or security requirements of ITV,

3.1.3 procure the due performance of the duties and obligations of the applicable Contractors set out in this Agreement and the Protocols and otherwise in accordance with the applicable building contracts, in respect to the ITV Works and those part or parts of the Garden Bridge Works which may impact upon ITV's beneficial occupation of ITV's Premises. Such duties and obligations shall include, without limitation:

- (a) the installation, commissioning, trialling and operation of the noise and vibration monitoring equipment on and nearby to ITV's Premises in accordance with this Agreement and the Protocols,
- (b) making available at all times a suitably experienced and competent person to receive and act on the automatic notifications sent by the noise and vibration monitoring equipment,
- (c) the identification and thereafter the implementation of any additional measures to reduce the noise and vibration levels of the Garden Bridge Works to within the applicable trigger noise and vibration action level limits referred to in the TAP (subject to any adjustments to the relevant trigger level limits agreed by GBT and ITV pursuant to paragraph 3.1.2 of the TAP), subject to obtaining ITV's prior written approval (such approval to be given or withheld in ITV's sole discretion) of such measures. No inspection, review or approval by ITV or ITV's Advisors or any omission to inspect, review or to disapprove shall negate or in any way diminish any duty or liability of GBT or the applicable Contractors under or in connection with this Agreement,
- (d) the suspension of such part or parts of the Garden Bridge Works in accordance with paragraph 7,

3.1.4 without limitation to paragraph 3.1.3, procure that the ITV Works are carried out and completed:

- (a) from the applicable Works Access Date and only during the Permitted Hours. GBT shall obtain ITV's prior written approval of the selection of the applicable Contractor to be appointed by GBT to carry out each part of the ITV Works and, in the case of the installation of the secondary glazing to the buildings on ITV's Premises forming part of the ITV Works, the proposed supplier of such secondary glazing,
- (b) in accordance with the Agreed ITV Works Outline Specification,
- (c) exercising the reasonable skill, care and diligence to be expected of a properly qualified and competent specialist experienced in carrying out works of a similar scope, nature and size to the ITV Works in relation to any design of the ITV Works,

- (d) with due diligence and in a good and workmanlike manner and in accordance with best building practice and appropriate codes of practice,
- (e) with new, good quality and sound materials,
- (f) without using or incorporating any materials which by their nature or application contravene any British or European Standards or Codes of Practice current at the date of use, any materials known to members of the construction industry at the time of specification and/or incorporation to be deleterious to the health and safety or to the durability of the ITV Works in the particular circumstance of their use or any materials which are not in accordance with the guidance contained in the publication of "Good Practice in the Selection of Construction Materials" produced and sponsored by the British Council for Offices current at the date of use or selection,
- (g) in accordance with the Construction (Design and Management) Regulations 2015 and, without limitation to the foregoing, duly providing to ITV 1 electronic copy and 2 hard copies of the operation and maintenance manuals and all associated updates to the health and safety file for the ITV Works by no later than their respective completion,
- (h) at its own expense,
- (i) in accordance with a programme agreed with ITV which takes fully into account ITV's operational requirements, as amended from time to time with the prior written agreement of ITV as referred to in paragraph 2.3,
- (j) in accordance with all relevant British Standards and Codes of Practices from time to time in force,
- (k) in such a manner as respects and meets ITV's reasonable requirements in order for ITV to fully maintain its operations without any disturbance or disruption,
- (l) so as to ensure GBT's staff, agents and employees, the applicable Contractor and its sub consultants, subcontractors and suppliers only access ITV's Premises in accordance with the terms of this Agreement,
- (m) so as to ensure that, at all times, ITV, those persons authorised by ITV and visitors to ITV's Premises shall have safe and unimpeded access to and egress from ITV's Premises including any pedestrian routes to and from ITV's Premises affected by the ITV Works or any part thereof,
- (n) so as to keep ITV's Premises in a clean and tidy condition in connection with the ITV Works, and
- (o) to the reasonable satisfaction of ITV and ITV's Advisors,

3.1.5 procure that the applicable Contractor promptly procures the making good of any defects in the design and /or construction of the ITV Works, to the extent that ITV or ITV's Advisors notify the applicable Contractor in writing of any such defects

either during the course of the ITV Works or within 12 months of their completion, such defects to be made good at such dates and times as may reasonably be required by ITV to ensure that no inconvenience, nuisance, disturbance or disruption is suffered in respect to the use of ITV's Premises by ITV, those persons authorised by ITV and visitors to ITV's Premises. In the event that:

- (a) GBT and /or the applicable Contractor fail to procure the rectification of any such defects (excluding emergency defects to which paragraphs 3.1.5(b) or 3.1.5(c) below applies) in accordance with this paragraph within 56 days of the date of ITV's or ITV's Advisors' notification of any such defects; or
- (b) GBT and /or the applicable Contractor fail to procure the rectification of any such defects which compromise the security of ITV's Premises and / or which represent a hazard to the health and/or safety of ITV's personnel or visitors to ITV's Premises (an "Emergency Defect"), within 48 hours of the date of ITV's or ITV's Advisors' notification of any such defects, or
- (c) an Emergency Defect arises which ITV considers, acting reasonably, requires immediate rectification (whether on a permanent or temporary basis) whether or not ITV or ITV's Advisors have notified the applicable Contractor of the existence of the Emergency Defect at the time of carrying out any rectification works, provided that ITV or ITV's Advisors shall thereafter notify the applicable Contractor of the existence of the Emergency Defect as soon as reasonably possible thereafter,

ITV shall be at liberty (but without obligation to do so) upon reasonable prior written notice to GBT to procure that another contractor rectifies such defect / defects, whether on a permanent or temporary basis as ITV reasonably sees fit, and GBT shall pay to ITV its reasonable and proper costs and professional fees incurred in relation thereto notify the Health and Safety Executive that GBT is the only client for the purposes of carrying out and completing each part or parts of the ITV Works and the Garden Bridge Works pursuant to the Construction (Design and Management) Regulations 2015 prior to their commencement.

- 3.2 It is acknowledged by GBT that, in relation to this Agreement, it has not acted or relied on any representations made by or on behalf of ITV and has relied entirely on its and the applicable Contractor's own inspections and surveys to ascertain the suitability of the Premises for the ITV Works and is deemed to have made all inspections, surveys and searches that a prudent and suitably experienced person would make in respect to such Works.
- 3.3 ITV undertakes that it shall not unreasonably prevent, interrupt, or delay GBT or the Contractors and their subcontractors, subconsultants and suppliers from undertaking the ITV Works and any remedial works to be carried out in accordance with paragraph 3.1.5 save in respect to ITV's enforcement of its rights and / or remedies available to it in connection with this Agreement. ITV shall take all reasonable steps to facilitate such access as may be required by GBT or the Contractors and their subcontractors, subconsultants and suppliers in order to undertake the ITV Works provided that such access shall only be given in accordance with the agreed programme referred to in paragraph 2.3 and subject to ITV being given a minimum of 7 days prior notice of the date(s) and time(s) of the access required and particulars of the activities intended to be carried out during the periods of access requested to be given by ITV .

4 INSURANCE REQUIREMENTS

4.1 In respect of the ITV Works, GBT shall (save in respect to paragraph 4.1.3 which GBT shall not be required to itself maintain), and shall procure that the Contractor carrying out the ITV Works shall take out and maintain with reputable insurers:

4.1.1 from the applicable Works Access Date and for the duration of the ITV Works, public liability insurance for death and personal injury to third parties and loss and/or damage to third party property in an amount of not less than £10,000,000 for any one claim,

4.1.2 from the applicable Works Access Date and for the duration of the ITV Works, employer's liability insurance in an amount of not less than £10,000,000 for any one claim,

4.1.3 to the extent that the Contractor is responsible for any part of the design of the ITV Works from the applicable Works Access Date and for the duration of the ITV Works and for a period expiring 12 years from completion of the whole of the ITV Works, professional indemnity insurance in relation to its obligations and duties in relation to the ITV Works of not less than £5,000,000 for any one event or series of events arising out of any one claim, save where such works are to be carried out by the Garden Bridge Works Contractor whose professional indemnity insurance of not less than £10,000,000 in the annual aggregate is hereby approved by ITV,

4.1.4 works insurance as defined by clause 6.8 of the JCT SFBC or equivalent for the ITV Works for the full reinstatement value plus 15% for professional fees against loss or damage to the ITV Works in respect to fire, lightning, storm, flood, escape of water from any water tank, apparatus or pipe, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion in the joint names of GBT, the applicable Contractor and ITV.

In the case of any consultants appointed by GBT and any of the applicable Contractor's subconsultants, subcontractors and/or suppliers attending ITV's premises, GBT and the applicable Contractor shall verify that such parties also maintain public liability insurance and employer's liability insurance with reputable insurers in accordance with the particulars of paragraphs 4.1.1 and 4.1.2.

4.2 In respect to each of the insurances referred to in paragraph 4.1, the insurances shall not contain any onerous exclusions or excesses. GBT shall produce to ITV copies of the relevant brokers' letters evidencing that such insurances are in place and are being maintained for the required applicable period.

4.3 GBT shall and shall procure that each of its applicable Contractors observe and perform the terms of any insurance policy referred to in paragraph 4.1 and all requirements from time to time of the applicable insurers and do not do (whether by act or omission) anything which may cause any policy to be void or voidable or any monies payable under it to be irrecoverable.

5 INSPECTION OF THE ITV WORKS AND COMPLETION

5.1 ITV and ITV's Advisors shall have the right at all reasonable times to have access to the ITV Works to view the state and progress of the ITV Works. ITV and/or ITV's Advisors may make oral or written representations to GBT and/or the applicable Contractor at the time of or

following any such inspection and GBT shall procure that the applicable Contractor shall have full and proper regard to and account of such representations. No inspection, review or approval by ITV or ITV's Advisors or any omission to inspect, review or to disapprove shall negate or in any way diminish any duty or liability of GBT or the applicable Contractor under or in connection with this Agreement.

5.2 GBT shall give ITV no less than 5 working days' notice of the anticipated date of the inspection to be carried out of the ITV Works in anticipation of the issue of the certificate of practical completion of the ITV Works by the Certifier and ITV and ITV's Advisors shall be given the opportunity to attend such inspection. GBT shall procure that the Certifier shall be under an obligation to act in a fair and impartial manner and to have due regard to all representations which ITV shall see fit to make to GBT and the Certifier as to whether practical completion of the ITV Works should be issued. This procedure shall be repeated as many times as necessary until such time as the Certifier shall decide to issue the certificate of practical completion. Where the building contract for the carrying of the ITV Works provides for sectional completion, this procedure shall apply to each section of the ITV Works.

5.3 GBT shall give ITV no less than 5 working days' notice of the anticipated date of the inspection to be carried out of the ITV Works in anticipation of the issue of the certificate of making good of defects in respect to the ITV Works by the Certifier and ITV and ITV's Advisors shall be given the opportunity to attend such inspection. GBT shall procure that the Certifier shall be under an obligation to act in a fair and impartial manner and to have due regard to all representations which ITV shall see fit to make to GBT and the Certifier as to whether the certificate of making good of defects in respect to the ITV Works should be issued. This procedure shall be repeated as many times as necessary until such time as the Certifier shall decide to issue the certificate of making good of defects in respect to the ITV Works. Where the building contract for the carrying of the ITV Works provides for sectional completion, this procedure shall apply to each section of the ITV Works.

6 **REMOVAL OF PERSONNEL**

6.1 ITV (acting reasonably) may request the removal from ITV's Premises of any person or persons employed in respect to the ITV Works (other than those employed by ITV or ITV's Advisors) on the grounds of incompetence, misconduct or serious breach of duties and, upon notification of the same either to GBT or the applicable Contractor, GBT shall and shall procure that the applicable Contractor immediately and permanently removes such person or persons from ITV's Premises, promptly providing a suitable replacement at GBT's cost.

7 **SUSPENSION OF THE GARDEN BRIDGE WORKS**

7.1 Save in respect to any activities comprising the Garden Bridge Works which are the subject of a special dispensation pursuant to paragraphs 3.1.3 and/or 3.2.2 (as applicable) of the TAP, subject to GBT's and the applicable Contractor's compliance with any requirements or conditions attached to any such special dispensation agreed by ITV or ITV's Advisors, in the event of any of noise level limits and /or the vibration second action level limits referred to in paragraphs 4.1.1 and 5.2.3 of the TAP being exceeded during the carrying out and/or completion of the Garden Bridge Works at any time or times during the Controlled Hours, upon ITV's or ITV's Advisor's request (whether oral or in writing), whether or not GBT and or the applicable Contractor have used the best possible means to prevent or mitigate any such excess noise and/or vibration, GBT shall (at its own cost) procure that the applicable Contractor immediately:

7.1.1 suspends such part or parts of the Garden Bridge Works and/or any other activities within the control of GBT and/or the applicable Contractor being carried out in connection with the Garden Bridge Works, as applicable ("**Associated Activities**"), to the extent that the breach of the aforementioned noise and/or vibration limits may, on preliminary consideration, be reasonably attributed to the carrying out of such part or a combination of parts of the Garden Bridge Works and/or any Associated Activities, and

7.1.2 investigates and isolates the cause of the breach of the noise and/or vibration limits (as applicable) and issues a report in respect to the same to ITV and ITV's Advisors.

7.2 GBT shall procure that any part or parts of the Garden Bridge Works or any Associated Activities required to be suspended pursuant to paragraph 7.1 shall remain suspended, solely at GBT's cost, and shall not be resumed during the Controlled Hours until such time as either:

7.2.1 the applicable Contractor has obtained written agreement from ITV's Advisors of an alternative methodology for the carrying out of the relevant works and/or a change of the relevant construction equipment contributing to the aforementioned breach, or

7.2.2 it has been agreed by the parties hereto or otherwise determined in accordance with paragraph 14 that excess noise and/or vibration was attributable to either ITV's activities, and/or the activities of a third party not appointed in connection with the Garden Bridge Works or, whilst attributable to part or parts of the Garden Bridge Works, was the result of an event or set of circumstances which will not be repeated in the course of the carrying out and completion of the Garden Bridge Works.

7.3 In the event that the noise and/or vibration monitoring equipment on and nearby to ITV's Premises installed pursuant to the TAP fails, GBT shall (at its own cost) procure that the applicable Contractor immediately suspends the Garden Bridge Works and the Garden Bridge Works shall not be resumed until ITV or ITV's Advisor have agreed a procedure for resolving the failure and the applicable Contractor has duly implemented the agreed procedure to the satisfaction of ITV's Advisor.

8 **ADDITIONAL WORKS**

8.1 ITV may carry out the Additional Works to ITV's Premises, to be carried out and completed at such times as may be convenient for ITV and otherwise prior to the completion of the Garden Bridge Works, and at GBT's cost.

8.2 GBT warrants and undertakes that it shall reimburse to ITV the reasonable and proper costs (inclusive of VAT incurred) of ITV procuring the Additional Works, such costs to be paid by GBT to ITV within 14 days of their completion.

9 CERTIFIER'S APPOINTMENT AND SERVICES

9.1 GBT shall procure that the Certifier shall be appointed by deed in substantially the form previously approved by ITV (which in this context shall mean with no lesser or different limits of liability, no lesser liability period, equivalent copyright licence clause and duty of care) and that such deed of appointment shall require that the Certifier carries out the following services in accordance with the terms of this Agreement and otherwise in accordance with the terms of the deed of appointment:-

9.1.1 to act as the contract administrator / project manager in respect to the building contract(s) to be entered into by GBT and the ITV Works Contractor for the carrying out of each part of the ITV Works;

9.1.2 to prepare and deliver a report addressed to ITV on the effect of the opening and use of the Garden Bridge on ITV's evacuation of its buildings on ITV's Premises in the event that there is a simultaneous evacuation of the Garden Bridge;

9.1.3 to provide specification and or other design services in relation to the ITV Works to the extent that the Certifier or its subconsultants are responsible for carrying out any such services.

10 STRENGTHENING WORKS

10.1 GBT shall procure that under the terms of the building contract to be entered into between GBT and the Garden Bridge Works Contractor or with such other person previously approved in writing by ITV who GBT shall engage to design the Strengthening Works (on terms previously approved by ITV) and who shall be a consulting structural engineer or structural engineering contractor of equivalent standing (the "**Substitute**"), the Garden Bridge Works Contractor or the Substitute (as applicable) shall:

10.1.1 carry out and complete a Basement Survey at such times and during such periods as previously agreed with ITV;

10.1.2 prepare and deliver to ITV a copy of a report to be prepared by the Garden Bridge Works Contractor or the Substitute (as applicable) setting out the results of the Basement Survey and the recommendations on whether Strengthening Works are required to be carried out, exercising the reasonable skill, care and diligence to be expected of a properly qualified and competent structural engineer with suitable experience in providing reports in respect to matters of a similar nature and complexity; and

10.1.3 where pursuant to this Agreement the parties have agreed that Strengthening Works are required to be carried out:

- (i) exercise the reasonable skill, care and diligence to be expected of a properly qualified and competent structural engineer

experienced in carrying out works of a similar scope, nature and size to the Strengthening Works in relation to any design of the Strengthening Works, and

- (ii) carry out and complete such Strengthening Works forming part of the ITV Works in accordance with this Agreement.

11 COLLATERAL WARRANTIES AND PRODUCT GUARANTEES

11.1 GBT shall procure the proper execution and delivery of:

11.1.1 deed(s) of collateral warranty in favour of ITV in the respective forms appended hereto at Schedule 8 with such amendments as may be approved in writing by ITV, such approval not to be unreasonably withheld:

- (i) no later than the applicable Works Access Date, from each of the Contractors in respect to the carrying out and completion of each part of the ITV Works and, in the case of the deed of collateral warranty to be provided by the Garden Bridge Works Contractor, such deed of collateral warranty shall have the effect of giving ITV a contractual right of recourse against the Garden Bridge Works Contractor for the matters referred to in paragraph 10 and for the Garden Bridge Works Contractor's compliance with the terms of this Schedule in connection with the Garden Bridge Works, subject to the terms of the deed of collateral warranty; and
- (ii) from the Certifier, by no later than 28 days after the date of this Agreement, such deed of collateral warranty shall have the effect of giving ITV a contractual right of recourse against the Certifier for the performance of the services under the Certifier's appointment including, without limitation, those referred to in paragraph 9, and

11.1.2 (to the extent that the Certifier is not appointed to design and provide the specification for each part of the ITV Works but subject to paragraph 11.1.3 below), deed(s) of collateral warranty in favour of ITV from each such person or persons appointed by GBT to design and/or provide the specification for any parts of the ITV Works not covered by the Certifier's appointment and its aforementioned collateral warranty, by no later than the commencement of the relevant person's services, such appointment and form of collateral warranty being on terms substantially the same as those required to be entered into with the Certifier in accordance with the terms of this Agreement, and

11.1.3 a deed of collateral warranty in favour of ITV in substantially similar form as that to be provided by the Garden Bridge Works Contractor or the Certifier as appropriate dependent upon whether the Substitute is a structural engineering contractor or consulting structural engineer, from any Substitute appointed by GBT pursuant to paragraph 10.1 hereof no later than the date of issue of the report referred to in paragraph 10.1.2; and

11.1.4 a product guarantee from the supplier and installer of the secondary glazing units to ITV's Premises, forming part of the ITV Works, granted in favour of ITV, in such

form previously approved by ITV in writing such approval not to be unreasonably withheld or delayed, by no later than completion of such works.

12 AUDIENCE MANAGEMENT AND ACCESS AND USE OF THE WALKWAY

- 12.1 GBT and ITV have agreed the ITV Audience Management Plan but as of the date hereof this has yet to be approved by IBM or the Walkway Owner.
- 12.2 ITV's agreement to comply with the terms of the ITV Audience Management Plan and to share the Walkway with GBT, the applicable Contractor and others authorised by GBT, for the duration of the Licence Period is conditional upon IBM and Walkway Owner entering into an agreement with GBT which provides their agreement to:
- 12.2.1 GBT procuring, as part of the Garden Bridge Works, the carrying out and completion of the works to the site boundary along the Walkway, modifying the West Road gates in accordance with the ITV Audience Management Plan;
 - 12.2.2 the maintenance of a clear 2 metre wide path for ITV's studio audiences to pass and repass along the Walkway at all times during the Garden Bridge Works (other than at agreed 1.50m wide pinch points) in accordance with the ITV Audience Management Plan;
 - 12.2.3 ITV using the West Road gates for its studio audiences to pass and repass along the Walkway to the applicable gates at all times during the Garden Bridge Works.
- 12.3 Until such time as the agreement referred to in paragraph 12.2 has been entered into, ITV shall not be required to share the access of the Walkway with GBT or its applicable Contractor or those authorised by it and ITV shall be at liberty to continue to queue its studio audiences in the Walkway in the manner existing at the time of entering into this Agreement. GBT shall not and shall procure that its applicable Contractor and those authorised by it do not interfere with, impede or obstruct ITV's audience queuing arrangements accordingly.
- 12.4 GBT shall and shall procure that all persons passing or repassing over the Walkway in connection with the Garden Bridge Works or carrying out any of the Garden Bridge Works on the Walkway strictly comply with the terms of this Agreement, the ITV Audience Management Plan and the Construction Liaison Management Plan with ITV.
- 12.5 GBT shall immediately suspend access by all persons and vehicles passing or repassing over the Walkway in connection with the Garden Bridge Works and the carrying out of those Garden Bridge Works to the Walkway in the event that, for reasons outside of the reasonable control of ITV in connection with the carrying out of the Garden Bridge Works and ITV Works, ITV is prevented from queuing its studio audiences in accordance with the ITV Audience Management Plan. In the event that ITV is unable to queue its studio audiences in accordance with the ITV Management Plan for reasons connected with the carrying out of the Garden Bridge Works and /or the ITV Works for a period of 5 days or more and, during this time, ITV (using its reasonable endeavours) has been unable to establish a suitable alternative location to queue its studio audiences, GBT shall immediately procure that the Walkway is reinstated, to the reasonable satisfaction of ITV and so that ITV's audiences can enjoy safe passage to and from the gates along the Walkway. Where ITV queues its audiences in an alternative location, ITV and GBT shall seek to agree and GBT shall procure, at its cost, the immediate implementation of the agreed measures to manage the construction traffic for the Garden Bridge Works so as to ensure the safety of the members of the audience travelling to and from and queuing at the alternative location.

13 **ITV'S APPROVALS ETC**

No inspection, review or approval by ITV or ITV's Advisors or any omission to inspect, review or to disapprove shall negate or in any way diminish any duty or liability of GBT or the applicable Contractor under or in connection with this Agreement.

14 **EXPERT DETERMINATION**

14.1 Any dispute between the parties arising out of this Agreement in respect to paragraph 7 shall be determined on the application of either party to any of the following independent experts:

14.1.1 Paul Shields

14.1.2 Vernon Cole

14.1.3 Rupert Taylor

14.1.4 Stuart Dryden

If either named individual is unavailable to act as expert, the referring party will ask the President of the Royal Institute of Chartered Surveyors to nominate a suitable acoustic consultant to act as expert who has at least 20 years' experience of working in the field of environmental and building acoustics and is a member of the Institution of Acoustics and works within a practice that is a member of the Association of Noise Consultants.

14.2 The charges and expenses of the expert shall be borne equally between the parties or in such other proportions as the expert may direct.

14.3 The expert shall give the parties an opportunity to make representations and counter-representations to him before making his decision.

14.4 The expert shall be entitled to obtain opinions from others if he so wishes.

14.5 The expert shall make his decision within the range of any representations made by the parties.

14.6 The expert shall make his decision within 10 working days of the expiry of the time allowed by the expert for the submission of the parties' representations and counter-representations, or shall comply with such other time limit or other directions agreed by the parties on or before his appointment.

14.7 The decision of the expert shall be binding on the parties until the dispute is finally determined by legal proceedings or by agreement. The parties may agree to accept the decision of the expert as finally determining the dispute.

SCHEDULE 4

Historic Costs

GARDEN BRIDGE

(Project No: INDO00634 - Task No: 01)

Consultant	Activity	PO Number	Fee/Invoice Amount	Vat Amount	Invoice Date	Expenditure ex VAT	Comments
DP9 (Invoicing on quarterly basis)	Planning	2000550602	£14,950.00	£3,292.58	30 09 14		Assessment of application for pp and liaison and representation to LB Lambeth etc. VAT includes non GBT
		2000568912	£5,000.00	£1,300.88	31 12 14		Review & comment on submitted documents pursuant to condition; meeting with ITV, Trust, Lambeth. VAT includes non GBT
		2000581868	£5,150.00	£2,100.00	31 03 15		Review & comment on submitted documents pursuant to condition; meeting with ITV, Trust, Lambeth. VAT includes non GBT
		2000590248	£11,250.00	£2,250.00	30 06 15		Review & comment on submitted documents pursuant to condition; meeting with ITV, Trust, Lambeth.
		2000602908	£11,250.00	£2,603.57	13 11 15		Review & comment on submitted documents pursuant to condition; meeting with ITV, Trust, Lambeth. VAT includes non GBT
		*	£11,263.29	£2,525.66	01 02 16		Review & comment on submitted documents pursuant to condition; meeting with ITV, Trust, Lambeth.
		*	£3,750.00	£750.00	23 02 16		Review & comment on submitted documents pursuant to condition; meeting with ITV, Trust, Lambeth. Fees during month of January 2016
						£67,613.29	
Mitchell Price	Quantity Surveyors	2000550603	£15,500.00	£3,100.00	22 12 14		Lump sum
		2000568910	£12,000.00	£2,400.00	24 07 15		Lump sum
		2000590250	£6,870.00	£1,374.00	31 08 15		Period July 2015
		*	£5,130.00	£1,026.00	31 10 15		Period August/part Sept 2015
		2000604144	£12,000.00	£2,400.00	31 12 15		Period up to November 2015
		TBC	£13,500.00	£2,700.00	tbc		Period December 2015 & January 2016
						£65,000.00	
Bickerdike Allen & Partners	N&V Surveyors	2000550601	£2,503.36	£500.67	30 09 14		Period June to August 2014
			£1,607.22	£321.44	28 10 14		Period August to September 2014
			£2,412.15	£482.43	28 11 14		Period during October 2014
			£420.00	£84.00	18 12 14		Period during November 2014
			£2,570.15	£514.03	28 01 15		Period during December 2014
			£6,635.33	£1,327.07	31 03 15		Period January to February 2015
			£6,160.61	£1,232.12	30 04 15		Period during March 2015
			£727.50	£145.50	29 05 15		Period during April 2015
		2000590249	£10,703.39	£2,140.68	14 08 15		Period May & June 2015
		2000599727	£3,448.78	£689.86	27 10 15		Period during July 2015
		*	£2,916.15	£583.23	27 10 15		Period during August 2015
		2000609207	£2,882.25	£576.45	18 11 15		Period during September 2015
		2000608955	£1,418.93	£284.79	17 12 15		Period during October 2015
		2000618993	£2,263.11	£452.62	13 01 16		Period during November 2015
		*	£1,319.38	£263.88	28 01 16		Period during December 2015
						£47,994.31	
Charles Russell Speechlys	Solicitors	2000603282	£10,000.00	£2,000.00	19 11 15		Period 22 April 2015 - 18 November 2015
		TBC	£35,600.00	£7,120.00	tbc		Period up to 31 January 2016
		TBC	£42,000.00	£8,400.00	tba		Period 1 February 2016 - 28 February 2016
						£87,600.00	
TTP Consulting	Transport Planning	2000590251	£1,106.25	£221.25	07 09 15		
			£2,625.00	£525.00	26 08 15		
			£172.50	£34.50	05 10 15		
						£3,903.75	
TOTAL w.e.f 01/09/2015			£267,111.33	£55,722.71		£267,111.33	

SCHEDULE 5

Planning Condition Letter

TO BE SUBMITTED BY DP9 ON BEHALF OF ITV

Dear Mr McFerran,

Land to the front of the London Television Centre

Submission of details pursuant to Condition 10 attached to the grant of planning permission 14/02792/FUL

We write on behalf of ITV in respect of the details that have been submitted by the Garden Bridge Trust pursuant to Condition 10 of the planning permission for the construction of the Garden Bridge.

Condition 10 requires that a Construction Noise and Vibration Mitigation Strategy is submitted and approved by the Local Planning Authority prior to development occurring.

Accordingly ITV has no objection to the approval that is currently sought under condition 10 being given.

ITV has been in regular liaison with the Trust and has discussed with them the details of the CNVMS. ITV is now in a position to confirm that the current version of the CNVMS (dated / ref???) submitted to your Council under cover of (letter / email dated???) satisfactorily addresses matters of noise and vibration in respect of the manner in which it might impact on the operations of the LTVC. ITV reserves the right to comment further in respect of any revisions to the document that might subsequently be prepared by the Trust and submitted to the Council in respect of this matter.

Yours faithfully

SCHEDULE 6

Agreed ITV Works Outline Specification

Secondary glazing will be installed to selected rooms to improve the sound attenuation of the existing façade in order to bridge the predicted 'shortfall' in required vs actual acoustic attenuation performance. This shortfall varies from room to room but is of a level suitable for treatment using a proprietary secondary glazing system installed on the internal face of the existing façade.

The exact scope of works and finishes to each room – including any associated works required to existing ceilings, M&E services, or fixtures and fittings will be subject to a detailed survey and detailed design subsequently agreed by the parties in accordance with Schedule 3.

The proposed secondary glazing will be Selectaglaze Series 15 HS horizontal sliding type (as used for the mock-up installed in Green Room 3), or similar approved. The glazing will be a minimum of 6mm thick glazing forming a minimum 100mm cavity from the existing façade where possible, noting there may be locations where 100mm cavities cannot be provided.

Where required to address the attenuation shortfall in a specific room (for example where sound may 'bleed' around the secondary glazing through weak spots in the existing structure), the secondary glazing will be supplemented by additional acoustic treatment. Such treatment to be agreed with ITV.

Above ceiling works will only be carried out where required to achieve the necessary overall acoustic attenuation performance to avoid any unnecessary interface with ceiling finishes, above ceiling services and potentially hazardous materials.

The mock-up installed in Green Room 3 in December 2015 provides a benchmark in terms of the finishes, making good to surrounding finishes and level of workmanship required.

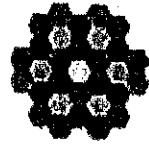
Secondary glazing will be removed and the rooms reinstated on the expiry of the Licence Period, subject to obtaining ITV's prior written agreement to proceed with the reinstatement of the same.

SCHEDULE 7

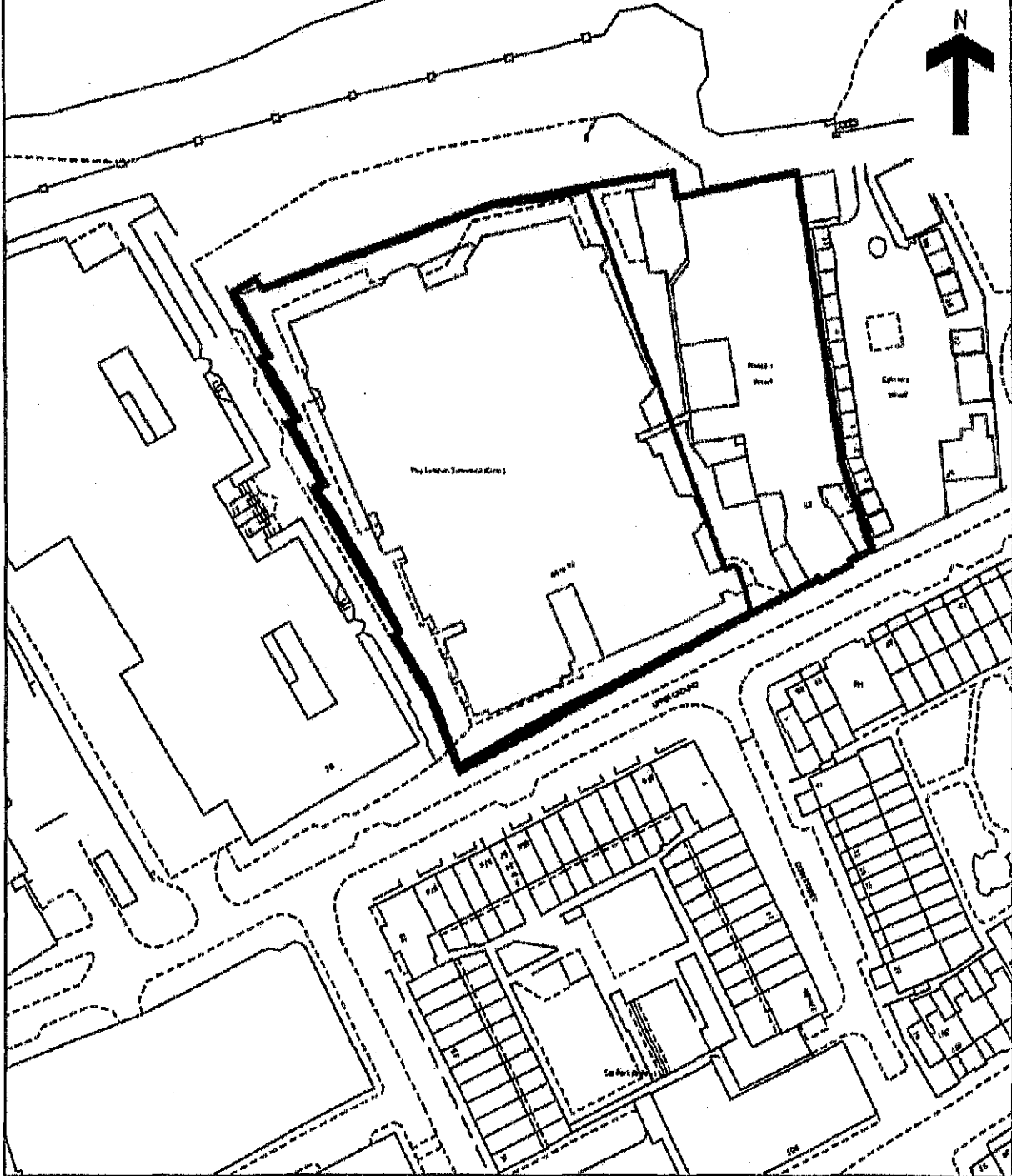
Plan B

Land Registry
Official copy of
title plan

Title number **TGL412799**
Ordnance Survey map reference **TQ3180SW**
Scale **1:1250**
Administrative area **Lambeth**



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SCHEDULE 8

Construction Documents

[GARDEN BRIDGE TRUST] (Employer)

[NAME OF CONTRACTOR] (Contractor)

[NAME OF PROJECT]

**Schedule of Amendments to JCT Minor Works Building Contract 2011 Edition
(Incorporating Amendment 1: CDM Regulations)**

The Articles, Contract Particulars and conditions are amended as follows and shall be construed accordingly:

Articles of Agreement

Article 7: Delete and replace with: "Article Not Used."

Insert new Articles as follows:

"Article 9: Third Party Agreement

The Employer has entered into an agreement with ITV London Properties Limited and ITV Services Limited (together "ITV") dated [] (the "Third Party Agreement") which includes provision for the carrying out of various noise and vibration mitigation works at ITV's premises and additional works ancillary to the design and construction of the Garden Bridge, as more particularly set out in therein.

[Article 10: Incorporation of Modifications

The modifications to the Recitals, Articles, Contract Particulars and to the Conditions set out in JCT Amendment 1: CDM Regulations and the Schedule of Amendments are hereby incorporated into this Contract and the provisions of the Recitals, Articles, Contract Particulars and the Conditions shall have effect as so modified. The Schedule of Amendments shall take precedence over the JCT Amendment 1: CDM Regulations, in the event of conflict. - **Insert by hand in the JCT booklet.**]

Contract Particulars

The following items shall be completed as indicated below:

Clause etc	Subject	
Fourth Recital and Schedule 2 (paragraphs 1.1, 1.2, 1.5, 1.6, 2.1	Base Date	.....

and 2.2)		
Fourth Recital and clause 4.2	Construction Industry Scheme (CIS)	Employer at Base Date * is a 'contractor'/is not a 'contractor' for the purposes of the CIS
Sixth Recital	Framework Agreement (if applicable) <i>(State date, title and parties.)</i>	..... ..... ..... .....
Seventh Recital and Schedule 3	Supplemental Provisions <i>(Where neither entry against an item below is deleted, the relevant paragraph applies.)</i>	
	Collaborative working	Paragraph 1 * applies/ does not apply
	Health and safety	Paragraph 2 * applies/ does not apply
	Cost savings and value improvements	Paragraph 3 * applies/ does not apply
	Sustainable development and environmental considerations	Paragraph 4 * applies/ does not apply
	Performance Indicators and monitoring	Paragraph 5 * applies/ does not apply
	Notification and negotiation of disputes	Paragraph 6 * applies/ does not apply
	Where paragraph 6 applies, the respective nominees of the Parties are	Employer's nominee Contractor's nominee

		..... or such replacement as each Party may notify to the other from time to time
Article 7	Arbitration <i>(If neither entry is deleted, Article 7 and Schedule 1 do not apply. If disputes and differences are to be determined by arbitration and not by legal proceedings, it <u>must</u> be stated that Article 7 and Schedule 1 apply.)</i>	Article 7 and Schedule 1 (<i>Arbitration</i>) *apply /do not apply
2.2	Date for Commencement of the Works	.....
2.2	Date for Completion	.....
2.8	Liquidated damages	at the rate of £.....per.....
2.10	Rectification Period <i>(The period is 3 months unless a different period is stated.)</i>	12 months from the date of practical completion.
4.3	Percentage of the total value of work etc. <i>(The percentage is 95 per cent unless a different rate is stated).</i>	.....per cent
4.4	Percentage of the total amount to be paid to the Contractor <i>(The percentage is 97½ per cent unless a different rate is stated.)</i>	.....per cent
4.8.1	Supply of documentation for computation of amount to be finally certified <i>(The period is 3 months unless a different period is stated.)</i>	.....months from the date of practical completion

4.11 and Schedule 2	Contribution, levy and tax changes	Not applicable Schedule 2 (Fluctuations Option) applies
4.11 and Schedule 2 (paragraph 13)	Percentage addition for Fluctuations Option	.....per cent
5.3.2	Contractor's insurance: Injury to persons or property – insurance cover <i>(for any one occurrence or series of occurrences arising out of one event)</i>	£.....
5.4A, 5.4B and 5.4C	Insurance of the Works etc – alternative provisions	* Clause 5.4A (<i>Works insurance by Contractor in Joint Names</i>) applies/ * Clause 5.4B (<i>Works and existing structures insurance by Employer in Joint Names</i>) applies/ * Clause 5.4C (<i>Existing structures insurance by Employer in own name</i>) applies
5.4A.1 and 5.4B.1.2	Percentage to cover professional fees <i>(If no other percentage is stated, it shall be 15 per cent.)</i>	.....per cent
7.2	Adjudication	The Adjudicator is
	Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established) <i>(Where an Adjudicator is not named and a nominating body has not been selected, the nominating body shall be one of the bodies listed opposite selected by the Party requiring the</i>	* Royal Institute of British Architects * The Royal Institution of Chartered Surveyors * constructionadjudicators.com * Association of Independent Construction Adjudicators * Chartered Institute of Arbitrators

	<i>reference to adjudication.)</i>	
Schedule 1 (paragraph 2.1)	Arbitration – appointer of Arbitrator (and of any replacement) <i>(If no appointer is selected, the appointer shall be the President or a Vice-President of the Royal Institute of British Architects.)</i>	Not applicable President or a Vice-President: * Royal Institute of British Architects * The Royal Institution of Chartered Surveyors * Chartered Institute of Arbitrators

Execution: As a Deed

Conditions

Section 1: Definitions and Interpretation

1.1 In the definition of "Agreement" at the end insert: "as amended by the Schedule of Amendments".

In the definition of "Conditions" at the end insert: "together with the modifications referred to in Article 10".

Substitute the definition of "Contract Particulars" with: "**Contract Particulars:** as set out in the Schedule of Amendments and completed by the Parties".

Delete the definition of "Fluctuations Option" and its definition.

In the definition of "Recitals" at the end insert: "as amended by the Schedule of Amendments".

In the definition of "Statutory Requirements" at the beginning insert "any directly applicable provisions of the EU Treaty or any EU regulation,". In line 4 before "regulation" insert: "approvals, requirements, codes of practice,". In line 4 after "local authority" insert: ", competent authority".

Insert the following new definitions in alphabetical order:

"Development: secondary glazing and other works to ITV's Premises at Television Centre London SE1 arising out of the development of the Garden Bridge

Employer: the person named as Employer in the Agreement together with all its permitted assignees and successors in title.

ITV: **ITV LONDON PROPERTIES LIMITED** (Company registration number 112299) a company incorporated in Jersey whose registered office is at Ogier House, the Esplanade, St Helier, Jersey, JE4 9WG and/or **ITV SERVICES LIMITED** (Company registration number 229607) who registered address is at the London Television Centre Upper Ground London SE1 9LT

Requisite Consents: those permissions, consents, approvals, licences, certificates and permits as may be necessary to carry out and complete the Works, including without limitation any approval of reserved matters in respect of the planning permission granted for the Development, Building Regulation consent and bye-

law approvals and the requirements of all competent authorities regarding the Development.

Site: ITV Television Centre South Bank London SE1."

2.1.1 In line 1, substitute "in a proper and workmanlike manner" with "in accordance with the Third Party Agreement, to the extent applicable to the Works, with due diligence, in a good and workmanlike manner, in accordance with best building practice and appropriate codes of practice". In lines 3 and 4 after "Statutory Requirements", in each case, insert: ", the Third Party Agreement and Requisite Consents".

2.1.2 At the end of the clause, insert:

"All materials and goods shall be new, good quality and sound. They shall not include any materials or goods which by their nature or application contravene any British or European Standards or Codes of Practice current at the date of use, any materials known to members of the construction industry at the time of specification and/or incorporation to be deleterious to the health and safety or to the durability of the Works in the particular circumstance of their use or include any materials or goods which are not in accordance with the guidance contained in the publication of "Good Practice in the Selection of Construction Materials" produced and sponsored by the British Council for Offices current at the date of use or selection."

2.1A Insert a new clause 2.1A as follows:

"2.1A The Contractor's obligations under clause 2.1 shall be without prejudice to any warranties on the part of the Contractor implied at common law or by statute."

2.2 At the end of the clause, insert:

"The Contractor's access to the Site shall be in accordance with the terms of the Third Party Agreement to the extent applicable to the carrying out and completion of the Works and the making good of any defects in the Works in respect to the Rectification Period. Without limitation to the foregoing, the Contractor shall only be permitted to access the Site to carry out the Works during the Permitted Hours, as defined in the Third Party Agreement. Prior to commencing any part or parts of the Works, the Contractor shall ensure that all of its employees and personnel and the employees and personnel of its subcontractors and suppliers each attend and complete ITV's site induction at such times prescribed by ITV and otherwise shall comply with any other health and safety and/or security requirements of ITV from time to time notified to the Contractor."

2.9 In line 2 delete "sufficiently".

After "3.9 in respect of the supply of documents and information" insert: "subject to those outstanding works which are de minimis in nature and number listed in the list

prepared by the Architect/Contract Administrator and appended to the certificate referred to in clause 2.9 and issued by the Architect/Contract Administrator (such list being a "Snagging List"). The Contractor shall make good all of the outstanding works on the Snagging List as soon as reasonably practicable after the Architect/Contract Administrator certifies practical completion and in accordance with the requirements of the Third Party Agreement".

2.12 Insert a new clause 2.12 as follows:

"2.12 No certificate issued by the Architect/Contract Administrator under this Contract shall relieve the Contractor from any liability arising out of or in connection with this Contract."

2.13 Insert a new clause 2.13 as follows:

"2.13 Copyright in all drawings, specifications, schedules, reports, calculations and other documents (including any computer software developed by the Contractor used to generate them and any designs contained in them) prepared or provided by or on behalf of the Contractor, its sub-consultants or sub-contractors for or in connection with the Works (the **Material**) shall remain vested in the Contractor, its sub-consultants or sub-contractors, but the Contractor hereby grants to the Employer an irrevocable, royalty-free, non-exclusive licence to copy and use the Material prepared by or on behalf of the Contractor and to reproduce the designs contained in it for any purpose whatsoever relating to the Works including, but without limitation, the execution, completion, reconstruction, reinstatement, modification, maintenance, extension, repair, letting, advertisement and use of the Works. The Contractor hereby undertakes to procure from its sub-consultants and sub-contractors the grant of the necessary licences in favour of the Employer to give effect to this clause. Such licences shall be capable of sub-licence and transfer by the Employer."

3.1 Delete clause 3.1 and replace with:

"3.1.1 The Contractor shall not purport to assign or transfer any right or obligation or benefit arising under this Contract without the prior written consent of the Employer which the Employer may grant or refuse at its discretion.

3.1.2 The Employer may by way of an absolute legal assignment assign the whole of its rights and benefits arising under this Contract to ITV or to any other person acquiring the whole or substantially the whole of its interest in the Development."

Following clause 3.1 insert a new sub-heading as follows: "**Collateral Warranties**"

Insert the following new clauses:

"Notices

- 3.1B A copy of the collateral warranty shall accompany the notice referred to in clauses 3.1D and 3.1E.

Execution of Collateral Warranties

- 3.1C Where this Contract is executed as a deed, any collateral warranty to be entered into or procured pursuant to this section shall be executed as a deed. Where this Contract is executed under hand, any such collateral warranty may be executed under hand.

Contractor's Warranty to ITV

- 3.1D The Employer may by notice to the Contractor require the Contractor within 14 days from receipt of the Employer's notice to enter into a collateral warranty with ITV in the form set out in Annexure 1.

- 3.4.2 Delete clause 3.4.2 and replace with: "Number Not Used."

- 3.5 In line 1 delete "unreasonably delays or withholds his consent to an instruction referred to in clause 3.4.2 or".

- 3.9.1 At the beginning of clause 3.9.1, insert "subject to clause 3.9.5,"

- 3.9.4 At the end of clause 3.9.4, substitute "." with ",".

- 3.9.5 Insert a new clause 3.9.5 as follows:

"3.9.5 where the Principal Designer's appointment concludes before practical completion of the Works, the Contractor shall review, update and revise the health and safety file in accordance with regulations 12(8) to (10) of the CDM Regulations without charge."

- 3.11 Insert a new clause 3.11 as follows:

"3.11 The Contractor shall protect the existing structure and the contents, finishes and fittings thereof in carrying out the Works. Any damage caused to the existing structure, the contents, fittings and finishes thereof by the Contractor during the execution of the Works (including without limitation, any damage to parts of the existing structure, the contents, fittings and finishes thereof, used by the Contractor to gain access to the Site) shall be made good by the Contractor to the satisfaction of the Architect/Contract Administrator and the Contractor shall not be entitled to any addition to the Contract Sum referred to in Article 2 or to any extension of time in respect of such making good."

- 5.6 Insert a new clause 5.6 as follows:

"5.6 The Contractor in carrying out the Works shall observe the requirements of the Joint Code of Practice on Protection from Fire of Construction Sites and Buildings

Undergoing Renovation (current edition) published by the Fire Prevention Association and the Construction Confederation."

5.7 Insert a new clause 5.7 as follows:

"5.7 The Contractor and the Employer shall both observe and comply, and shall procure the observance and compliance by all their sub-contractors or other persons for whom they are responsible, with the terms and conditions of the policies of insurance referred to in clause 5.4 (as appropriate) and shall not do, or allow to be done by persons for whom they are responsible, anything which might entitle insurers to void such insurance and shall immediately notify each other of any event which may result in any such insurance being cancelled or lapsing."

7.3 Delete clause 7.3 and replace with: "Number Not Used."

SCHEDULES

Schedule 1 Arbitration

Delete Schedule 1 and replace with: "Schedule Not Used."

Schedule 2 Fluctuations Option – Contribution, levy, and tax changes

Delete Schedule 2 and replace with: "Schedule Not Used."

ANNEXURE 1

Collateral Warranty of Contractor to ITV

THIS DEED is made on •

2016

BETWEEN:

- (1) **ITV London Properties Limited** (Company Registration No. 112299) a company incorporated in Jersey whose registered address is at Ogier House, the Esplanade, St Helier, Jersey, JE4 9WG and **ITV Services Limited** (Company Registration No. 229607) whose registered address is at the London Television Centre Upper Ground London SE1 9LT (together the "**Beneficiary**");
- (2) [**Overbury plc**] (Company Registration No. [00836946]), whose registered office is at [**Kent House, 14 - 17 Market Place, London, W1W 8AJ**] (the "**Contractor**"); and
- (3) **Garden Bridge Trust** (Charity Registration No. 1155246 and Company Registration No. 8755461) whose registered office is at 50 Broadway, London SW1H 0BL (the "**Employer**").

WHEREAS:

- (A) By a contract dated • (the "**Contract**"), the Employer appointed the Contractor to design, carry out and complete certain ITV Works in relation to the Beneficiary's premises (the "**ITV Works**").
- (B) The Beneficiary and the Employer have entered into an agreement to govern the Employer's obligations in relation to the [design and] methods of working and carrying out the ITV Works (the "**Agreement**").

NOW IT IS AGREED:

- 1 Terms and expressions defined in the Contract shall where the context so permits have the same meanings in this Deed.
- 2 The Contractor warrants and undertakes to the Beneficiary that it has complied with and will continue to comply with the terms of the Contract.
- 3
- 4 To the extent that the intellectual property rights (including, but not limited to, any background IPR in any and all documents, items of information, data, reports, drawings, specifications, plans, software, designs, inventions and any other materials provided by or on behalf of the Contractor in connection with the ITV Works (whether in existence or to be made) ("**Documents**") have not already vested in the Employer, the Contractor grants to the Beneficiary and irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any and all Documents and all amendments and additions to them and any ITV Works, designs or inventions of the Contractor incorporated or referred to in them for all purposes related to the ITV Works. The Contractor shall not be liable for the use of the Documents for any purpose other than that for which they were prepared. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties without prior consent of the Contractor.

5 If called upon to do so by the Beneficiary, and subject to the Beneficiary paying the Contractor's reasonable copying charges the Contractor shall provide the Beneficiary with such information relating to the ITV Works as the Beneficiary may reasonably require including without limitation, copies of and extracts from the Contractor's Documents prepared or provided by the Contractor for the purposes of the ITV Works provided that neither the provision of such information nor any inspection of the ITV Works by the Beneficiary or its agents nor the approval by the Beneficiary or its agents of any material shall limit or discharge, or be deemed to limit or discharge, or be deemed to limit or discharge the obligations of the Contractor under the Contract or relieve the Contractor from any liability which it has in relation to the ITV Works.

6 This Deed may be assigned by the Beneficiary to any other person on two occasions without the consent of the Contractor being required and the Contractor shall do all such acts, deeds and things as may be reasonably necessary to give effect to any such assignment. No further assignment shall be permitted without the consent of the Contractor.

7 The Contractor shall not be entitled to contend that any person to whom this Deed is assigned in accordance with Clause 7 is precluded from recovering under this Deed any loss incurred by such assignee resulting from any breach of this Deed (whenever happening) by reason that such person is an assignee and not a named promisee under this Deed.

8 The liability of the Contractor under this Deed shall cease 12 years following the issue of the Practical Completion Certificate in respect of the **ITV Works** (as defined in the Contract) save in respect of any action or proceeding commenced before that date.

9 The rights and benefits conferred upon the Beneficiary by this Deed are in addition to any other rights and remedies the Beneficiary may have against the Contractor including without limitation any remedies in negligence.

10 TERMINATION BY CONTRACTOR

10.1 The Contractor shall not exercise or seek to exercise any right which the Contractor may have to rescind the Contract or to terminate its employment thereunder for whatever reason unless the Contractor has given at least 21 days' prior written notice to the Beneficiary (copying such notice to the Employer) specifying:

10.1.1 the breach or default of the Contract which the Contractor claims entitles it to rescind the Contract and/or to terminate its employment thereunder; and

10.1.2 full particulars of all amounts owed by the Employer to the Contractor under or in relation to the Contract.

10.2 If within 21 days of receipt of a notice given by the Contractor in accordance with Clause 11.1 the Beneficiary notifies the Contractor and the Employer that it wishes to take over the Contract then:

10.2.1 the Contractor's right to rescind the Contract or to terminate its employment thereunder shall cease and the Contractor shall forthwith enter into an agreement for the novation of the Contract, such agreement to be in terms reasonably required by the Beneficiary (but subject always to Clause 11.4); and

- 10.2.2 the Contractor shall execute and deliver to the Employer a deed of collateral warranty in favour of the Employer in the form of this Deed mutatis mutandis (except that Clauses 11 and 12 shall be deleted).
- 10.3 The Contractor shall pending completion of the novation agreement accept and act in accordance with the instructions of the Beneficiary in relation to the Contract and the Beneficiary shall pay any and all sums accrued due for work carried out by the Contractor pursuant to those instructions.
- 10.4 It shall be a condition of the novation agreement that the Beneficiary shall be liable under the Contract (as novated) for all sums due to the Contractor after the date of service of the notice given under Clause 11.2 but shall have no other liability in respect of the Contract except that the Beneficiary shall pay to the Contractor:
- 10.4.1 the amount of any sums as specified in Clause 11.1(b) as set out in the notice given under clause 11.1; and
- 10.4.2 sums accrued due under the Contract and not paid in respect of the period from the date of service of the notice given under Clause 11.1 until the date of service of the notice given under Clause 11.2.
- 10.5 If the breach or default of the Employer referred to in Clause 11.1(a) has been remedied and the Contractor has withdrawn unreservedly its notice referred to in Clause 11.1 within the period therein specified without any claim against the Employer then the right of the Beneficiary to take over the Contract shall cease.

11 BENEFICIARY'S RIGHT TO STEP IN

- 11.1 The Beneficiary may at any time serve 21 days' notice upon the Contractor and the Employer certifying that an event has occurred and still subsists under the Agreement entitling the Beneficiary to terminate the Agreement and notifying the Contractor and the Employer of its intention to step in to the Contract in which event, upon the expiry of such 21 days' notice period, the Contractor shall enter into an agreement for the novation of the Contract as if references in Clause 11.2 to the notice given under Clause 11.1 were references to notice given under this Clause 12.1 and the provisions of Clauses 12.2 to 11.4 shall apply mutatis mutandis.
- 11.2 The Contractor shall accept the instructions of the Beneficiary following receipt of the notice referred to in Clause 12.1.
- 11.3 The Employer acknowledges that the Contractor shall be entitled to rely on a notice given to the Contractor by the Beneficiary under this Clause 12 and that acceptance by the Contractor of the instructions of the Beneficiary to the exclusion of the Employer shall not constitute any breach of the Contractor's obligations to the Employer under the Contract.

12 EMPLOYER/CONTRACT

- 12.1 Notwithstanding any other provision of this Deed, the Contractor shall owe no greater obligations to the Beneficiary than he owes to the Employer under the Contract as if the Beneficiary was named in the Contract as a joint employer with the Employer. For the

Signed as a deed by ITV SERVICES)
LIMITED acting by)
 , a director)
In the presence of) Director

Witness Signature

Witness Name

(block capitals)

Witness Address

.....

SIGNED as a Deed by

Overbury plc)

In the presence of:)

Witness signature:

Name:

Address:

Description:

(signed).....

Signed as a deed by)
GARDEN BRIDGE TRUST)
acting by [NAME OF FIRST)
DIRECTOR], a director and [NAME OF)
SECOND DIRECTOR OR SECRETARY],)
[a director OR its secretary])

.....
Director

.....
[Director OR Secretary]

THIS DEED is made on ● 2016

BETWEEN:

- (1) **ITV London Properties Limited** (Company Registration No. 112299) a company incorporated in Jersey whose registered address is at Ogier House, the Esplanade, St Helier, Jersey, JE4 9WG and **ITV Services Limited** (Company Registration No. 229607) whose registered address is at the London Television Centre Upper Ground London SE1 9LT (together the "**Beneficiary**");
- (2) **Ove Arup & Partners Limited** (Company Number 01312453) whose registered office is at 13 Fitzroy Street, London W1T 4BQ (the "**Consultant**").

WHEREAS:

- (A) By an appointment dated ● (the "**Appointment**"), Garden Bridge Trust (the "Client") appointed the Consultant to provide the services (as more fully described in the Appointment) in relation to the Garden Bridge Project (the "**Works**") and inter alia, that the Consultant is to act as contract administrator in relation to the contract to carry out the ITV Works (the "ITV Works Contract") and the contract for the design and construction of the Garden Bridge Project (the "Main Contract")
- (B) The Beneficiary and the Client have entered into an agreement to govern the Client's obligations in relation to the design and methods of working and carrying out the Works insofar as the Works affect the Beneficiary (the "**Agreement**").

NOW IT IS AGREED:

- 1 Terms and expressions defined in the Appointment shall where the context so permits have the same meanings for all of the purposes of this Deed.
- 2 The Consultant warrants to the Beneficiary that he has complied and will continue to comply with all the terms of the Appointment and in particular, but without limitation, that he has exercised and will continue to exercise all the reasonable skill, care and diligence required by the Appointment in the performance of the Services. In the event of any breach of this warranty:
 - 2.1 The Consultant's liability shall be limited to that proportion of the Beneficiary's losses which it would be just and equitable to require the Consultant to pay having regard to the extent of the Consultant's responsibility for the same, and on the basis that the contractor under the Main Contract and the contractor under the ITV Works Contract shall be deemed to have provided contractual undertakings on terms no less onerous than this clause 2 to the Beneficiary in respect of the performance of its obligation in connection with the Project and to be deemed to have paid to the Beneficiary such proportion which it would be just and equitable for it to pay having regard to the extent of their responsibility;

- 2.2 The Consultant shall be entitled in any action or proceedings by the Beneficiary to rely on any limitation in the Appointment and to raise the equivalent rights in defence of liability (but excluding set-offs and counterclaims) as it would have had had the Beneficiary been named as joint Client under the Appointment but not for the avoidance of doubt a defence that the Client has not suffered the same or any losses as the Beneficiary;
- 2.3 The liability of the Consultant under or pursuant to this clause 2 shall not be released or diminished by the appointment of any person by the Beneficiary to carry out any independent enquiry into any relevant matter, or by any approval given by or on behalf of the Beneficiary.
- 3 Without prejudice to the generality of Clause 2 of this Deed, the Consultant hereby undertakes to the Beneficiary that it has not specified and will not specify for use in the Project any materials which at the time of specification or use are generally considered by construction industry professionals as:
- (a) being deleterious (as defined in the Appointment) in themselves;
 - (b) becoming deleterious when used in a particular situation or in combination with other materials;
 - (c) becoming deleterious without a level of maintenance which is higher than that which would normally be expected in a building of comparable type; or
 - (d) being damaged by or causing damage to the structure in which they are incorporated or to which they are affixed.
- 4 Save as provided in clause 7 the Beneficiary has no authority to issue any direction or instruction to the Consultant in relation to the Consultant's duties under the Appointment.
- 5 The Consultant shall maintain professional indemnity insurance in the amount of not less than £10,000,000 for any one occurrence or series of occurrences arising out of any one event and shall maintain such insurance for a period of 12 years from the date of completion of the Project under the Building Contract provided that such insurance is available in the market at commercially reasonable rates.. As and when it is reasonably requested to do so by the Beneficiary, the Consultant shall produce for inspection documentary evidence that its professional indemnity insurance has been maintained. The Consultant shall immediately notify the Beneficiary if such insurance ceases to be available at commercially reasonable rates.

6

- 6.1 To the extent that the intellectual property rights (including, but not limited to, any background IPR) in any and all documents, items of information, data, reports, drawings, specifications, plans, software, designs, inventions and any other materials provided by or on behalf of the Consultant in connection with the Project (whether in existence or to be made) ("Documents") have not already vested in the Client [**Note: GBT will provide ITV with a copyright licence in relation to those IPRs already vested in them**] for a third party, the Consultant grants to the Beneficiary an Irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any and all Documents and all amendments and additions to them and any works, designs or inventions of the Consultant incorporated or referred to in them for purposes in connection with the ITV Works [to be defined] provided always that the Contractor shall not be liable for the consequences of any use of the Documents as aforesaid for any purpose other than those for which they were created. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties without the prior consent of the Contractor.
- 6.2 If called upon to do so by the Beneficiary, and subject to the Beneficiary paying the Consultant's reasonable copying charges the Consultant shall provide the Beneficiary with such information relating to the Project as the Beneficiary may reasonably require including without limitation, copies of and extracts from the documents prepared or provided by the Consultant for the purposes of the Works provided that neither the provision of such information nor any inspection of the Works by the Beneficiary or its agents nor the approval by the Beneficiary or its agents of any material shall limit or discharge, or be deemed to limit or discharge the obligations of the Consultant under the Appointment or relieve the Consultant from any liability which it has in relation to the Works.
- 7 Step in Not used
- 8 The benefit of this Deed may be assigned by the Beneficiary:
- 8.1 twice without the consent of the Consultant being required to any person acquiring an interest in the ITV Works;
- Any further assignment shall be subject to the prior written consent of the Consultant such consent not to be unreasonably withheld or delayed.
- 9 No action or proceedings for any breach of this Deed shall be commenced against the Consultant after the expiry of 12 years from the date of Issue of the Taking-over Certificate of the Works for the purposes of the Main Contract.
- 10 Any notice to be given by the Consultant hereunder shall be deemed to be duly given if it is delivered by hand or sent by recorded delivery to the Beneficiary at its registered office and any notice to be given by the Beneficiary hereunder shall be deemed to be duly given if it is addressed to the managing director/senior partner and delivered by hand at or sent by recorded delivery to the above mentioned address of the Consultant or other business address of the Beneficiary for the time being and in the case of any such notices sent by recorded delivery, the same shall be deemed to have been received 48 hours after being posted.
- 11 The Courts of England and Wales shall have jurisdiction over any dispute or difference arising out of or in connection with this Deed (including any disputes relating to non-contractual obligations related to the Contract or this Deed). The Law of England and Wales shall be the proper law of this Deed.
- 12 Nothing in this Deed confers or is intended to confer on any third party any benefit or the right to enforce any term of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

(Form of Warranty from Garden Bridge Works Contractor)

THIS DEED is made on • 2016

BETWEEN:

- (1) **ITV London Properties Limited** (Company Registration No. 112299) a company incorporated in Jersey whose registered address is at Ogier House, the Esplanade, St Helier, Jersey, JE4 9WG and **ITV Services Limited** (Company Registration No. 229607) whose registered address is at the London Television Centre Upper Ground London SE1 9LT (together the "**Beneficiary**"); and
- (2) **Bouygues Travaux Publics S.A.** (Company No. 407 985 308), whose registered office is at 1 Avenue Eugene Freyssinet, 78280 Guyancourt, France; and **CIMOLAI S/P.A.** (Company No. PN 82246) whose registered office is at Via Ungaresca 38, 33170 Pordenone, Italy (together, the "**Contractor**"); and

WHEREAS:

- (A) By a contract dated • (the "**Contract**"), the Garden Bridge Trust (the "**Employer**") appointed the Contractor to design, carry out and complete certain works in relation to the Garden Bridge Project (the "**Works**").
- (B) The Beneficiary and the Employer have entered into an agreement to govern the Employer's obligations in relation to the design and methods of working and carrying out the Works insofar as the Works affect the Beneficiary (the "**Agreement**").

NOW IT IS AGREED:

- 1 Terms and expressions defined in the Contract shall where the context so permits have the same meanings in this Deed.
- 2 The Contractor warrants and undertakes to the Beneficiary that it has complied with and will continue to comply with the terms of the Contract *[and in particular][refer to TAP and report dated [date] in relation to the Access Walkway and any other relevant obligations and/or relevant extracts of the Main Contract]*.
- 3 The Contractor warrants and undertakes to the Beneficiary that it has maintained and will continue to maintain all insurances required to be maintained pursuant to the terms of the Contract and that it has professional indemnity insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in the aggregate in respect of any claims in negligence which may be made against the Contractor in relation to the Works. The Contractor shall maintain such professional indemnity insurance for a period of 12 years from the issue of the Taking-Over Certificate of the whole of the Works (as defined in the Contract) provided such insurance remains available at commercially reasonable rates and shall notify the Beneficiary forthwith if such insurances ceases to be so available. When deciding whether such insurances are available at commercially reasonable rates, no account shall be taken of any increase in the premium or imposition of terms which arise as a result of the Contractor's insurance claims record.

- 4 As and when reasonably requested by the Beneficiary, the Contractor shall produce for inspection documentary evidence that the insurance referred to in Clause 3 is being properly maintained and that payment has been made of the last premium due in respect of such insurance.
- 5 To the extent that the intellectual property rights (including, but not limited to, any background IPR in any and all documents, items of information, data, reports, drawings, specifications, plans, software, designs, inventions and any other materials provided by or on behalf of the Contractor in connection with the Works (whether in existence or to be made) ("**Documents**") have not already vested in the Employer, the Contractor grants to the Beneficiary an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any and all Documents and all amendments and additions to them and any works, designs or inventions of the Contractor incorporated or referred to in them for all purposes related to the Works. The Contractor shall not be liable for the use of the Documents for any purpose other than that for which they were prepared. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties without prior consent of the Contractor.
- 6 If called upon to do so by the Beneficiary, and subject to the Beneficiary paying the Contractor's reasonable copying charges the Contractor shall provide the Beneficiary with such information relating to the Works as the Beneficiary may reasonably require including without limitation, copies of and extracts from the Contractor's Documents prepared or provided by the Contractor for the purposes of the Works provided that neither the provision of such information nor any inspection of the Works by the Beneficiary or its agents nor the approval by the Beneficiary or its agents of any material shall limit or discharge, or be deemed to limit or discharge the obligations of the Contractor under the Contract or relieve the Contractor from any liability which it has in relation to the Works.
- 7 This Deed may be assigned by the Beneficiary to any other person on two occasions without the consent of the Contractor being required and the Contractor shall do all such acts, deeds and things as may be reasonably necessary to give effect to any such assignment. No further assignment shall be permitted without the consent of the Contractor.
- 8 The Contractor shall not be entitled to contend that any person to whom this Deed is assigned in accordance with Clause 7 is precluded from recovering under this Deed any loss incurred by such assignee resulting from any breach of this Deed (whenever happening) by reason that such person is an assignee and not a named promisee under this Deed.
- 9 The liability of the Contractor under this Deed shall cease 12 years following the issue of the Take-Over Certificate of the whole of the Works (as defined in the Contract); save in respect of any action or proceedings commenced before that date.
- 10 The rights and benefits conferred upon the Beneficiary by this Deed are in addition to any other rights and remedies the Beneficiary may have against the Contractor including without limitation any remedies in negligence.
- 11 **EMPLOYER/CONTRACT**
 - 11.1 Notwithstanding any other provision of this Deed, the Contractor shall owe no greater obligations to the Beneficiary than he owes to the Employer under the Contract as if the Beneficiary was named in the Contract as a joint employer with the Employer. For the avoidance of doubt, the Contractor shall not be entitled to raise a defence made on the basis

that a loss to the Beneficiary is not a loss to the Employer or is a different loss from that suffered by the Employer, and shall not be entitled to raise a defence based on any set-off or counterclaim defence that it may have against the Employer.

- 12 Any dispute or difference arising out of or in connection with this Deed may be referred to adjudication in accordance with Clause 20 of the Contract which shall be deemed to be included in this Deed as if they were recited herein in full (with the necessary changes).
- 13 The Adjudicator's decision shall be binding on the parties until the dispute or difference is finally determined by the Courts in accordance with Clause 14.
- 14 The Courts of England and Wales shall have jurisdiction over any dispute or difference arising out of or in connection with this Deed. The Law of England and Wales shall be the proper law of this Deed.
- 15 Nothing in this Deed confers or is intended to confer on any third party any benefit or right to enforce any term of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 16 The rights, liabilities and obligations of each party comprising "the Contractor" are joint and several.

IN WITNESS whereof this Deed has been executed and unconditionally delivered as a Deed by the parties the day and year first above written.

Signed as a deed by ITV LONDON)
PROPERTIES LIMITED acting)
by , a director)
in the presence of) Director

Witness Signature

Witness Name

(block capitals)

Witness Address

.....

Signed as a deed by ITV SERVICES)
LIMITED acting by)
 , a director)
in the presence of) Director

Witness Signature

Witness Name

(block capitals)

Witness Address

.....

SIGNED as a Deed by

As attorney on behalf of)

BOUYGUES TRAVAUX PUBLICS S.A.)

In the presence of:)

Witness signature:

Name:

Address:

Description:

(signed)

SIGNED as a DEED by)

On behalf of **CIMOLAI S.P.A.**)

In the presence of:)

Witness signature:

Name:

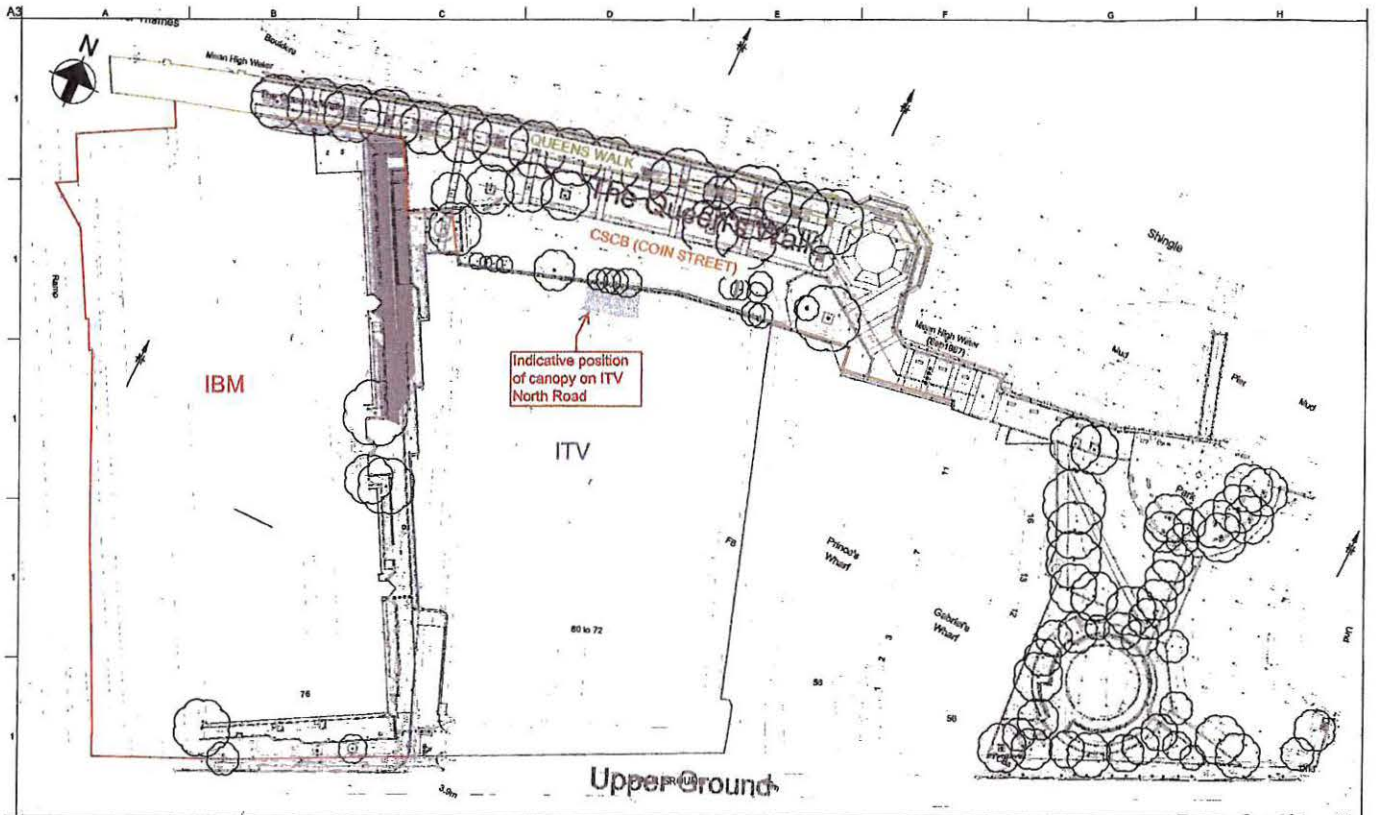
Address:

Description:

(signed)

SCHEDULE 9

Additional Works Plan



Legend

---	IBM Boundary			
---	ITV Boundary			
---	Queens Walk			
---	CSCB (Coin Street)			
---	SLB Outline			
P1	21/0 V16	ARW	QW	GJ
Issue	Date	By	Check	Appd

Landscape Consultant
Dan Pearson Studio
 The Nursery, The Chantry, 50 Westbourne
 Bridge Road, London SE1 7DY
 T: +44 (0) 20 7628 3600
 www.danpearsonstudio.com

Design Consultant
Heatherwick studio
 The Nursery, The Chantry, 50 Westbourne
 Bridge Road, London SE1 7DY
 T: +44 (0) 20 7628 3600
 www.heatherwick.com

Engineering Consultant
ARUP
 15 Herry Street
 London EC1T 4HQ
 T: +44 (0) 20 7628 1631 F: +44 (0) 20 7339 2824
 www.arup.com

Planning Status
For Information.

Applicant
Garden Bridge Trust
Project Title
Garden Bridge
 Scale of A3
 1:500
 Discipline
 Transport

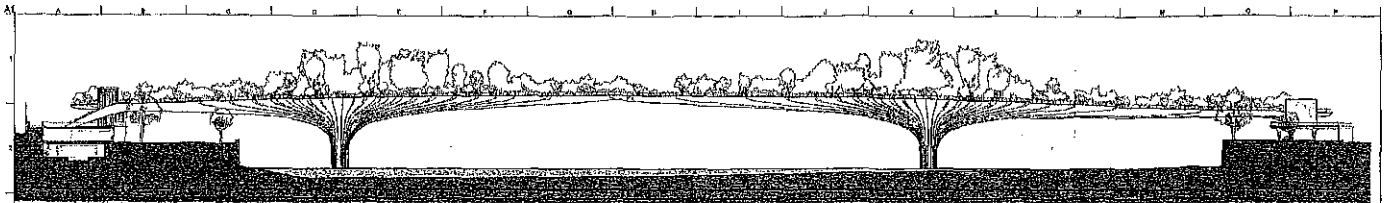
Drawing Title
Indicative Location of Additional Works
 Drawing Status
For Information
 Drawing No
AR-TRA- P - 0148
 Revision
P1

Do not scale

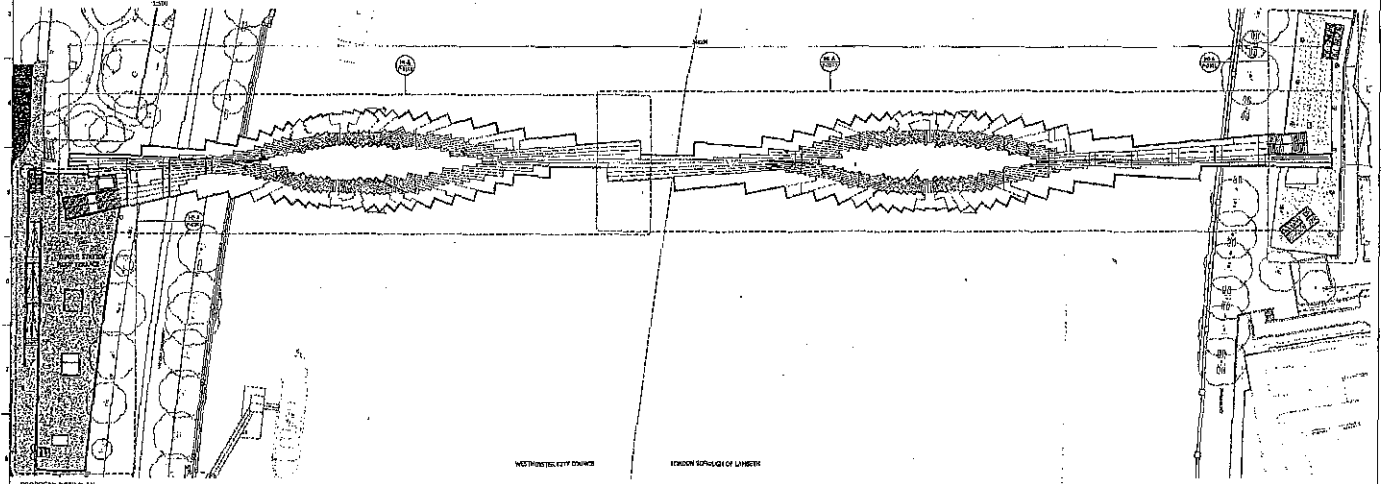
© Arup

SCHEDULE 10

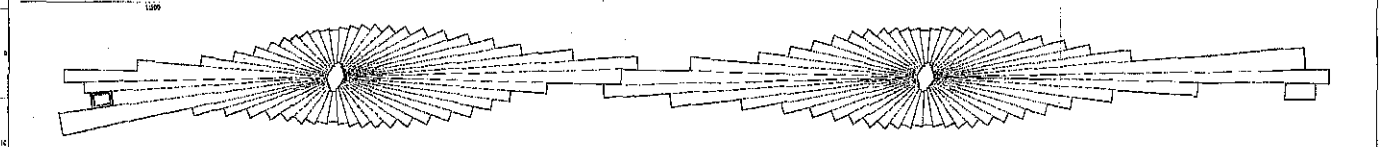
Garden Bridge Plan



PROPOSED WEST ELEVATION



PROPOSED DECK PLAN



PROPOSED SELECTED SOFFIT PLAN

<p>DATE: 15/06/2016</p> <p>DESIGNED BY: J. B. [unreadable]</p> <p>DRAWN BY: J. B. [unreadable]</p> <p>CHECKED BY: J. B. [unreadable]</p> <p>SCALE: 1:500</p>	<p>Client: [unreadable]</p> <p>Project: [unreadable]</p> <p>Location: [unreadable]</p>	<p>Design: [unreadable]</p> <p>Structural: [unreadable]</p>	<p>Client: [unreadable]</p> <p>Project: [unreadable]</p> <p>Location: [unreadable]</p>	<p>Client: [unreadable]</p> <p>Project: [unreadable]</p> <p>Location: [unreadable]</p>	<p>Client: [unreadable]</p> <p>Project: [unreadable]</p> <p>Location: [unreadable]</p>	<p>Client: [unreadable]</p> <p>Project: [unreadable]</p> <p>Location: [unreadable]</p>	<p>Client: [unreadable]</p> <p>Project: [unreadable]</p> <p>Location: [unreadable]</p>
	<p>Client: [unreadable]</p> <p>Project: [unreadable]</p> <p>Location: [unreadable]</p>	<p>Client: [unreadable]</p> <p>Project: [unreadable]</p> <p>Location: [unreadable]</p>	<p>Client: [unreadable]</p> <p>Project: [unreadable]</p> <p>Location: [unreadable]</p>	<p>Client: [unreadable]</p> <p>Project: [unreadable]</p> <p>Location: [unreadable]</p>	<p>Client: [unreadable]</p> <p>Project: [unreadable]</p> <p>Location: [unreadable]</p>	<p>Client: [unreadable]</p> <p>Project: [unreadable]</p> <p>Location: [unreadable]</p>	<p>Client: [unreadable]</p> <p>Project: [unreadable]</p> <p>Location: [unreadable]</p>





Click here to export Invoice Summary Data in CSV

PLEASE REMIT TO:
Accounts Receivable
ITV Business Service Centre, OTC
Trafford Wharf Road
Trafford, Manchester
M17 1FZ

Statement Date: 31-MAY-18

CUSTOMER STATEMENT

Accounts Payable GARDEN BRIDGE TRUST SOMERSET HOUSE STRAND LONDON WC2R 1LA UNITED KINGDOM Customer Account Number: 17196	Payable to: ITV Services Limited Bank Details: Barclays Bank PLC 27 Soho Square London, W1A 4WA Sort Code: [REDACTED] Account Number: [REDACTED] Bank Account Currency: GBP Swift code: [REDACTED] IBAN number: [REDACTED] Credit Card Payments + [REDACTED]
---	---

Trans Date	Trans No	PO Number	Trans Detail	Class	Due Date	Trans Amount	Outstanding / on account amount	Overdue
06-MAR-18	80000002793		ITV Services	INV	05-APR-18	178,876.26	137,907.38	137,907.38
			Channel Total:			178,876.26	137,907.38	137,907.38

Payments should be made on or before due date shown

Channel Total Balance: 137,907.38 GBP

For any Queries, please contact: Department: Accounts Receivable Credit Card Payment No: [REDACTED] Telephone: [REDACTED] Fax: [REDACTED] Email: [REDACTED]@itv.com	Registered Office Details (do not remit to this address): ITV Services Limited 2 Waterhouse Square, 140 Holborn London, EC1N 2AE Registered No: 229607 VAT Reg No : GB 197 0041 67
--	--



Remittance Advice

Please send payments to:

Accounts Receivable
 ITV Business Service Centre, OTC
 Trafford Wharf Road
 Trafford, Manchester
 M17 1FZ

Customer No:	17196
Statement Date:	31-MAY-18
Amount Due:	137,907.38
Currency:	GBP
Amount Paid:	

{please delete if not paid}

Transaction No	Due
80000002793	137,907.38



INVOICE

ACCOUNTS PAYABLE
GARDEN BRIDGE TRUST
SOMERSET HOUSE
STRAND
LONDON
WC2R 1LA
UNITED KINGDOM

9

**Please make payment to:
And Forward to:** ITV Services Limited
ITV Business Service Centre, OTC
Trafford Wharf Road
Trafford, Manchester
M17 1FZ

Bank Details Barclays Bank PLC
27 Soho Square
London W1A 4WA

Sort Code: [REDACTED]
Account number: [REDACTED]
Bank Account Currency: GBP
Swift code: [REDACTED]
IBAN number: [REDACTED]
Credit Card Payments: [REDACTED]

Customer Vat No :

Customer Account No. 17196	Invoice Date / Tax Point 25-AUG-17	Reference Number	Approval ID	Currency GBP	Invoice Number: 8000002666
--------------------------------------	--	-------------------------	--------------------	------------------------	--------------------------------------

Details	Quantity	Unit Price	VAT	Total Value	Vat%		
1 Recharge of Costs incurred by ITV up to and including August 2016 as agreed with Martin Woodhouse. -	1	34,996.35	6,999.27	41,995.62	20%		
Payment Terms : Net Due in 30 Days	Invoice Due: 24-SEP-17	VAT in GBP:	Exchange Rate:	34,996.35	6,999.27	41,995.62	Totals

For any queries, please contact :

Department: Accounts Receivable
(Business Service Centre)

Telephone: [REDACTED]
Fax: [REDACTED]
Email: [REDACTED]@itv.com

Please quote your Invoice Number :
8000002666
when making payments
THANK YOU

Sale Originated By (do not send payment to this address) :
ITV Services Limited
Registered Office Details :
The London Television Centre, Upper Ground
London, SE1 9LT, England
Registered No: 229607
VAT Reg No : GB 197 004167



INVOICE

ACCOUNTS PAYABLE
GARDEN BRIDGE TRUST
SOMERSET HOUSE
STRAND
LONDON
WC2R 1LA
UNITED KINGDOM

Customer Vat No :

**Please make payment to:
And Forward to:** ITV Services Limited
ITV Business Service Centre, OTC
Trafford Wharf Road
Trafford, Manchester
M17 1FZ

Bank Details: Barclays Bank PLC
27 Soho Square
London W1A 4WA

Sort Code: [REDACTED]
Account number: [REDACTED]
Bank Account Currency: GBP
Swift code: [REDACTED]
IBAN number: [REDACTED]
Credit Card Payments: [REDACTED]

(6)

Customer Account No. 17196	Invoice Date / Tax Point 10-MAY-17	Reference Number	Currency GBP	Invoice Number: 80000002586
--------------------------------------	--	-------------------------	------------------------	---------------------------------------

Details	Quantity	Unit Price	VAT	Total Value	Vat%
1 Recharge of Costs incurred by ITV up to and including April 2016 as Agreed with Martin Woodhouse.	1	147,771.47	29,554.29	177,325.76	20%

Payment Terms : Net Due in 30 Days	Invoice Due: 09-JUN-17	VAT in GBP:	Exchange Rate:	147,771.47	29,554.29	177,325.76	Totals
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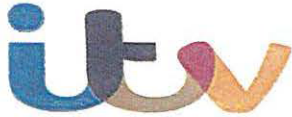
For any queries, please contact :

Department: Accounts Receivable
(Business Service Centre)

Telephone: [REDACTED]
Fax: [REDACTED]
Email: [REDACTED]@itv.com

Please quote your Invoice Number :
80000002586
when making payments
THANK YOU

Sale Originated By (do not send payment to this address) :
ITV Services Limited
Registered Office Details :
The London Television Centre, Upper Ground
London, SE1 9LT, England
Registered No: 229607
VAT Reg No : GB 197 004167



CREDIT NOTE

ACCOUNTS PAYABLE
GARDEN BRIDGE TRUST
SOMERSET HOUSE
STRAND
LONDON
WC2R 1LA
UNITED KINGDOM

5

Contact Address Details:

Accounts Receivable
ITV Services Limited
ITV Business Service Centre, OTC
Trafford Wharf Road
Trafford, Manchester
M17 1FZ

Customer Vat No :

Customer Account No. 17196	Credit Note Date / Tax Point 31-MAR-17	Reference Number	Currency GBP	Credit Note Number: 8000002562
--------------------------------------	--	-------------------------	------------------------	--

Details	Quantity	Unit Price	VAT	Total Value	Vat%
1 Recharge of Costs Incurred by ITV up to and including January 2016 as Agreed with Martin Woodhouse	1	-204,844.34	40,968.87	245,813.21	20%

VAT in GBP:	Exchange Rate:	40,968.87	245,813.21	Totals
--------------------	-----------------------	-----------	------------	---------------

For any queries, please contact :

Department: Accounts Receivable (Business Service Centre)

Telephone: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED]@itv.com

[REDACTED]

Sale Originated By :
ITV Services Limited

Registered Office Details :
The London Television Centre, Upper Ground
London, SE1 9LT, England
Registered No: 229607
VAT Reg No : GB 197 0041 67



INVOICE

ACCOUNTS PAYABLE
GARDEN BRIDGE TRUST
SOMERSET HOUSE
STRAND
LONDON
WC2R 1LA
UNITED KINGDOM

Customer Vat No :

4-1

Please make payment to: And Forward to:	ITV Services Limited ITV Business Service Centre, OTC Trafford Wharf Road Trafford, Manchester M17 1FZ
Bank Details	Barclays Bank PLC 27 Soho Square London W1A 4WA
Sort Code:	[REDACTED]
Account number:	[REDACTED]
Bank Account Currency:	GBP
Swift code:	[REDACTED]
IBAN number:	[REDACTED]
Credit Card Payments:	[REDACTED]

Customer Account No. 17196	Invoice Date / Tax Point 30-MAR-17	Reference Number	Currency GBP	Invoice Number: 80000002563
--------------------------------------	--	-------------------------	------------------------	---------------------------------------

Details	Quantity	Unit Price	VAT	Total Value	Vat%				
1 Recharge of Costs incurred by ITV up to and including January 2016 as Agreed with Martin Woodhouse.	1	170,703.61	34,140.72	204,844.33	20%				
Payment Terms: Payment Due Immediately			Invoice Due: 30-MAR-17	VAT in GBP:	Exchange Rate:	170,703.61	34,140.72	204,844.33	Totals

For any queries, please contact :

Department: Accounts Receivable
(Business Service Centre)

Telephone: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED]@itv.com

Please quote your Invoice Number :
8000002563
when making payments
THANK YOU

Sale Originated By (do not send payment to this address) :
ITV Services Limited
Registered Office Details :
The London Television Centre, Upper Ground
London, SE1 9LT, England
Registered No: 229607
VAT Reg No : GB 197 0041 67



PLEASE REMIT TO:
Accounts Receivable
ITV Business Service Centre, OTC
Trafford Wharf Road
Trafford, Manchester
M17 1FZ

Statement Date: 31-OCT-17

CUSTOMER STATEMENT

Accounts Payable GARDEN BRIDGE TRUST SOMERSET HOUSE STRAND LONDON WC2R 1LA UNITED KINGDOM	Payable to: ITV Services Limited Bank Details: Barclays Bank PLC 27 Soho Square London, W1A 4WA Sort Code: [REDACTED] Account Number: [REDACTED] Bank Account Currency: GBP Swift code: [REDACTED] IBAN number: [REDACTED] Credit Card Payments [REDACTED]
Customer Account Number: 17196	

Trans Date	Trans No	PO Number	Trans Detail	Class	Due Date	Trans Amount	Outstanding / on account amount	Overdue
10-MAY-17	80000002586		ITV Services	INV	09-JUN-17	177,325.76	136,356.88	136,356.88
25-AUG-17	80000002666			INV	24-SEP-17	41,995.62	41,995.62	41,995.62
			Channel Total:			219,321.38	178,352.50	178,352.50

Payments should be made on or before due date shown

Channel Total Balance: 178,352.50 GBP

For any Queries, please contact:

Department: Accounts Receivable
Credit Card Payment No: [REDACTED]
Telephone: [REDACTED]
Fax: [REDACTED]
Email: [REDACTED]@itv.com

Registered Office Details (do not remit to this address):

ITV Services Limited
The London Television Centre, Upper Ground
London, SE1 9LT, England
Registered No: 229607
VAT Reg No : GB 197 0041 67



Remittance Advice

Please send payments to:

Accounts Receivable
ITV Business Service Centre, OTC
Trafford Wharf Road
Trafford, Manchester
M17 1FZ

Customer No:	17196
Statement Date:	31-OCT-17
Amount Due:	178,352.50
Currency:	GBP
Amount Paid:	

(please delete if not paid)

Transaction No	Due
80000002586	136,356.88
80000002666	41,995.62



INVOICE

ACCOUNTS PAYABLE
GARDEN BRIDGE TRUST
SOMERSET HOUSE
STRAND
LONDON
WC2R 1LA
UNITED KINGDOM

Customer Vat No :

Please make payment to:
And Forward to:

ITV Services Limited
ITV Business Service Centre, OTC
Trafford Wharf Road
Trafford, Manchester
M17 1FZ

Bank Details

Barclays Bank PLC
27 Soho Square
London W1A 4WA

Sort Code:
Account number:
Bank Account Currency:
Swift code:
IBAN number:
Credit Card Payments:

GBP

Customer Account No. 17196	Invoice Date / Tax Point 10-MAY-17	Reference Number	Currency GBP	Invoice Number: 8000002586
--------------------------------------	--	-------------------------	------------------------	--------------------------------------

Details	Quantity	Unit Price	VAT	Total Value	Vat%		
1 Recharge of Costs incurred by ITV up to and including April 2016 as Agreed with Martin Woodhouse.	1	147,771.47	29,554.29	177,325.76	20%		
Payment Terms : Net Due in 30 Days	Invoice Due: 09-JUN-17	VAT in GBP:	Exchange Rate:	147,771.47	29,554.29	177,325.76	Totals

This is a true and certified copy

For any queries, please contact :

Department: Accounts Receivable
(Business Service Centre)

Telephone: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED]@itv.com

Please quote your Invoice Number :
8000002586
when making payments
THANK YOU

Sale Originated By (do not send payment to this address) :
ITV Services Limited
Registered Office Details :
The London Television Centre, Upper Ground
London, SE1 9LT, England
Registered No: 229607
VAT Reg No : GB 197 0041 67



INVOICE

ACCOUNTS PAYABLE
GARDEN BRIDGE TRUST
SOMERSET HOUSE
STRAND
LONDON
WC2R 1LA
UNITED KINGDOM

Customer Vat No :

Please make payment to: And Forward to:	ITV Services Limited ITV Business Service Centre, OTC Trafford Wharf Road Trafford, Manchester M17 1FZ.
Bank Details	Barclays Bank PLC 27 Soho Square London W1A 4WA
Sort Code:	[REDACTED]
Account number:	[REDACTED]
Bank Account Currency:	GBP
Swift code:	[REDACTED]
IBAN number:	[REDACTED]
Credit Card Payments:	[REDACTED]

Customer Account No. 17196	Invoice Date / Tax Point 25-AUG-17	Reference Number	Approval ID	Currency GBP	Invoice Number: 8000002666
--------------------------------------	--	-------------------------	--------------------	------------------------	--------------------------------------

Details	Quantity	Unit Price	VAT	Total Value	Vat%			
1 Recharge of Costs incurred by ITV up to and including August 2016 as agreed with Martin Woodhouse. -	1	34,996.35	6,999.27	41,995.62	20%			
Payment Terms : Net Due in 30 Days		Invoice Due: 24-SEP-17	VAT in GBP:	Exchange Rate:	34,996.35	6,999.27	41,995.62	Totals

This is a true and certified copy

For any queries, please contact :

Department: Accounts Receivable
(Business Service Centre)

Telephone: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED]@itv.com

Please quote your Invoice Number :
8000002666
when making payments
THANK YOU

Sale Originated By (do not send payment to this address) :
ITV Services Limited
Registered Office Details :
The London Television Centre, Upper Ground
London, SE1 9LT, England
Registered No: 229607
VAT Reg No : GB 197 0041 67

City of Westminster

Email and letter attached.

City of Westminster
City Hall
64 Victoria Street
London
SW1E 6QP



City of Westminster

COPY INVOICE

Bircham Dyson Bell LLP
50 Broadway LONDON
SW1H 0BL

Invoice Number: 71263398
Date (and Tax Point): 07/02/2017
Customer Number: 5035955
Order Number: 1026167

Due Immediately

VAT Reg No: 239 2916 42

In case you have a query in respect of the goods or service provided, please contact the following email address [redacted]@lbhf.gov.uk or telephone [redacted]

In case of payment queries, please contact the following email address [redacted]@lbhf.gov.uk, or telephone [redacted]

Description	VAT %	Quantity	Price £	Amount £
Legal - Section 106 agreements Legal costs incurred in relation to planning matters, s106 agreement and GLA Guarantee for period December 2014 – November 2016 Agreement re: JA/30088360 Temple Station Buildings, Victoria Embankment, London WC2 (aka The Garden Bridge)	0.0	1.00	32,274.00	32,274.00

VAT Total 0.00
Total 32,274.00

2 August 2017

[REDACTED]
Senior Solicitor
Planning Highways & Licensing
Tri Borough Shared Legal Services
City of Westminster
City Hall
64 Victoria Street
London
SW1E 6QP

Dear [REDACTED]

Thank you for your email of 25 July 2017.

I understand that the Trust would be liable to pay reasonable legal costs incurred by the Council in dealing with the section 106 agreement, were the agreement to be made as proposed, and this is provided for in the draft.

As you can imagine we are disappointed that it has not been possible to make further progress with the draft recently, but we are hopeful that in due course it will be settled.

In the meantime, it is not clear to me whether the Council is asking the Trust to meet the costs as per the invoice issued by the Council or whether the Council's position is that the Trust is now legally obliged to pay the costs. Please would you confirm the position and explain your reasoning for this, for our consideration.

Yours sincerely,

[REDACTED]
M Davies
Chairman

Cc Mark Challis/Andrew Lister, Bircham Dyson Bell

Andrew Lister Solicitor

T [REDACTED]

[REDACTED]

W www.bdb-law.co.uk

For and on behalf of Bircham Dyson Bell LLP

50 Broadway London SW1H 0BL

Legal 500 UK Awards 2016 'Public Sector (Specialism) Firm of the Year'



SEASON'S GREETINGS FROM EVERYONE AT BIRCHAM DYSON BELL

Instead of sending cards this year we will be donating to our employee nominated charities:

Alzheimer's Society | Last Chance Animal Rescue | Water Aid

The office will be closed on 26, 27, 28 December 2016 and 2 January 2017

From: [REDACTED] WCC [[mailto:\[REDACTED\]@westminster.gov.uk](mailto:[REDACTED]@westminster.gov.uk)]

Sent: 21 December 2016 13:41

To: LISTER Andrew [[\[REDACTED\]@bdb-law.co.uk](mailto:[REDACTED]@bdb-law.co.uk)]

Cc: CAMERON Ian <[\[REDACTED\]@bdb-law.co.uk](mailto:[REDACTED]@bdb-law.co.uk)>; Mason, Matthew: WCC <[\[REDACTED\]@westminster.gov.uk](mailto:[REDACTED]@westminster.gov.uk)>;

Dwyer, Sean: WCC <[\[REDACTED\]@westminster.gov.uk](mailto:[REDACTED]@westminster.gov.uk)>; Harding, Thomas: WCC <[\[REDACTED\]@westminster.gov.uk](mailto:[REDACTED]@westminster.gov.uk)>; Muller,

Jennifer: CP-Legal: RBKC <[\[REDACTED\]@rbkc.gov.uk](mailto:[REDACTED]@rbkc.gov.uk)>; 'Michael Hallowell' <[\[REDACTED\]@gowlingwlg.com](mailto:[REDACTED]@gowlingwlg.com)>

Subject: Garden Bridge WCC Amended S106 & Guarantee

Dear Andrew

Further to our recent emails, I now attach for your consideration the Council's amended s106 and GLA Guarantee. Please note, I am still awaiting further instructions with regards to the definition of Property and plan 13.

Michael - The Guarantee I believe is now finalised? Please confirm whether you agree.

Kind regards.

[REDACTED]

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Join the conversation on childhood obesity by completing the Great Weight Debate survey and tell us what can be done to tackle this growing problem <https://www.westminster.gov.uk/great-weight-debate>

Westminster City Council switchboard: +44 20 7641 6000.

www.westminster.gov.uk

From: LISTER Andrew [mailto: [REDACTED]@bdb-law.co.uk]
Sent: 22 December 2016 14:28
To: [REDACTED] WCC
Subject: RE: Garden Bridge WCC Amended S106 & Guarantee [BDB-BDB1.FID9910896]

Thanks [REDACTED] And to you!



BIRCHAM DYSON BELL

Andrew Lister Solicitor

T [REDACTED]

[REDACTED]

W www.bdb-law.co.uk

For and on behalf of Bircham Dyson Bell LLP
50 Broadway London SW1H 0BL
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SEASON'S GREETINGS FROM EVERYONE AT BIRCHAM DYSON BELL

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to our employee nominated charities:

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From: [REDACTED] WCC [mailto: [REDACTED]@westminster.gov.uk]
Sent: 22 December 2016 13:40
To: LISTER Andrew < [REDACTED]@bdb-law.co.uk >
Subject: RE: Garden Bridge WCC Amended S106 & Guarantee [BDB-BDB1.FID9910896]

Merry Christmas Andrew and best wishes for 2017!

From: LISTER Andrew [mailto: [REDACTED]@bdb-law.co.uk]
Sent: 22 December 2016 12:56
To: [REDACTED] WCC
Subject: RE: Garden Bridge WCC Amended S106 & Guarantee [BDB-BDB1.FID9910896]

Thank you very much [REDACTED]

We will review and respond with our comments shortly.

In the meantime, I hope you have a great Christmas break.

Kind regards

Andrew



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