



## 13/03/2017 – 5: Administration and Governance

<b>Board paper title</b>		Paper 13/03/2017 - 5
<b>Administration and Governance</b>		
<b>Report by</b>	Wayne Hubbard	
<b>Job Title</b>	Chief Operating Officer	
<b>Date of decision</b>	Board Meeting 13 March 2017	

### Summary

This paper approval for amendments to LWARB's scheme of delegated authority; approval to re-enter into a licence to occupy LFB premises at 169 Union Street; and an extension of the term of appointment of the current investment committee. It also reports on decisions made via written resolutions since the last meeting of the Board.

### Recommendations

- To approve the revised scheme of delegated authority shown at Appendix 1.
- To delegate to the Chief Operating Officer authority to sign the new licence to occupy LFB premises at 169 Union Street as shown at Appendix 2.
- To extend Steve Hacking's membership of the Investment Committee for a further three months to 30 September 2017.
- To note the decisions made by written resolutions since the last meeting of the Board.

### Risk Management

<b>Risk</b>	<b>Action to mitigate risk</b>
<b>SODA</b> The current Scheme of Delegated Authority does not allow anyone in the Advance London SME support team to authorise expenditure which will hinder their operations.	The proposed amendments address this issue.
<b>Licence to Occupy Office Space</b> LWARB's licence to occupy its current offices has expired. There is therefore a risk that permission to occupy will be withdrawn and LWARB will not have office space to work from.	A new licence has been negotiated with LFEPA to occupy premises at 169 Union Street. The new licence requires at least six month's notice for termination, which should provide sufficient time for alternative premises to be sourced if necessary.
<b>Investment Committee</b> The Investment Committee will not be able to operate beyond the end of March 2017 as a quorum will not be possible once Steve Hacking's membership	Proposed extension of Steve Hacking's appointment for six months.

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lapses.	
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**Implications**

**Legal**

LWARB's establishing order allow that LWARB may establish committees and delegate authority as it thinks appropriate.

**Financial**

The new annual fee for occupation of office space at 169 Union Street is approximately £45,000 greater than previously. This is due to an approximately 6.3% increase in the per-desk costs and an increase in the number of desks from nine to 13 to accommodate the Advance London SME Support Team. The cost of the additional desks is covered from the Advance London SME Support budget. This additional cost is incorporated in the budget shown in the 2017-20 Business Plan.

**Equalities**

None

**Originating Officer**

Adam Leibowitz

**Contact details**

[Adam.leibowitz@lwarb.gov.uk](mailto:Adam.leibowitz@lwarb.gov.uk)

**Why the paper is being presented**

The paper is presented in order to gain Board approval for the decisions detailed below.

**Scheme of Delegated Authority**

The Board has previously approved a Scheme of Delegated Authority for expenditure shown at Appendix 1a. An amendment is required in order to incorporate the newly established Advance London Circular Economy Business Support team.

Also, some minor amendments are required to allow the Head of Resource London to approve funding agreements and project development, evaluation and monitoring costs below £25,000. This will reduce the reliance on the COO to sign-off such expenditure and bring the Head of Resource London's delegated authority more in line with other staff members at the same grade.

As a part of the review of the Investment Committee (see below), the overall level of authority delegated to the Committee by the Board will also be considered to ensure that the Board retain an appropriate level of ownership for key decisions.

The proposed additions are highlighted grey in the proposed revised SODA shown at Appendix 1b.

The Board is requested to approve these amendments.

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### **Licence to Occupy Premises at 169 Union Street**

LWARB staff have occupied office space in the London Fire Brigade Headquarters at 169 Union Street under a licence agreement with the London Fire and Emergency Planning Authority (LFEPA) since October 2011. The current licence has now expired. Officers have explored alternative possibilities for housing LWARB's staff and have concluded, in the short to medium term at least, that the facilities on offer at the London Fire Brigade provide a reasonable fit with LWARB's requirements and at a reasonable cost. Officers have negotiated a new licence with LFEPA as shown at Appendix 2.

The new licence allows LWARB to occupy 13 desks, at an annual cost of £10,000 per desk, including the provision of IT, telephony, access to meeting rooms and other sundry services. This is an increase in the number of desks from nine in the previous licence to accommodate LWARB's increased staff. The original licence with LFEPA allowed for an increase in fees in December 2015, though this was not implemented. The per-desk cost in the new licence has been increased by approximately 6.3%. No VAT is charged by LFEPA on these fees.

As the total cost of the licence fee with LFEPA is above the Chief Operating Officer's delegated authority, the Board is requested to delegate to the COO authority to sign the licence on behalf of the Board.

### **Investment Committee Membership**

The LWARB Investment Committee comprises three LWARB members and three external members. The three LWARB members currently are Melville Haggard (Chair), Barbara Anderson and Cllr Nicholas Paget-Brown. There is currently only one appointed external member, Steve Hacking, and two vacancies.

Steve Hacking's membership currently expires at the end of March 2017.

Given the changing nature of LWARB's investments, it is acknowledged that the current format and membership of the Committee will not be suitable in the long term. Proposals are being developed for the reconfiguration of the Committee, including the degree to which authority for decisions is delegated to the Committee. These proposals will be brought to the Board for approval in due course. The proposals will include an open recruitment for members of the committee with the skills and experience required for LWARB's investment activities.

In the interim, it is proposed that Steve Hacking's membership be extended for six months, to 30 September 2017.

### **Written Resolutions**

Six papers have been issued under the written resolution procedure since the previous Board meeting. Details of the decisions requested are shown below.

## 13/03/2017 – 5: Administration and Governance

### **WR 16/17 01 ERDF Bid – Circular Economy Business Support (28/04/16)**

- Approval to allocate a total budget of £650,000 to deliver the three year circular economy business support programme comprising £605,075 (to be matched by ERDF funding) for the project running costs and £44,925 for project mobilisation support, provided that the London Enterprise Panel approve LWARB's outline bid to provide a Circular Economy Business Support programme. And to delegated to the COO authority to:
  - engage support to assist in progressing the outline application to a full application and on to mobilisation;
  - negotiate and sign a funding agreement to deliver the circular economy business support programme;
  - recruit and appoint the necessary Business Development and associated support staff resources for the three year programme;

### **WR 16/17 02 London Business Waste and Recycling Release of Funds (28/04/2016)**

- Approval in principle for the early release of £70k of loan funding to support LBWR's continued development.
- Delegation to the LWARB COO authority to approve drawdowns when he thinks appropriate based on project progress.

### **WR 16-17 03 LWARB Committees – Interim Arrangements (08/08/2016)**

- To make temporary amendment (until the next full meeting of the Board) to the Resource London Partnership Board Terms of Reference to allow a non-LWARB Board member to chair the committee, to allow the current chair of the Resource London Partnership Board to carry on in that role when his term as a LWARB board member ends in August 2016.
- To appoint the current chair of the Resource London Partnership Board, Cllr Clyde Loakes, as chair of the Partnership Board from 11<sup>th</sup> August to 30<sup>th</sup> November 2016.
- To extend the appointments of Steve Hacking and Sarah Moores as external members of the Investment Committee for a further period of three months to 30<sup>th</sup> November 2016.

### **WR 16-17 04 Adoption of LWARB Statement of Accounts 2015/16 (21/09/2016)**

- To adopt the 2015/16 Statement of Accounts.
- To note Grant Thornton's Audit Finding Report for 2015/16.
- To agree the contents of the Representation Letter.

### **WR 16-17 05 LWARB Committee Membership (23/01/17)**

This paper sought to:

- Approve the appointment of Cllr Bassam Mahfouz as Chair of the Audit Committee.
- Approve the appointment of Cllr Feryal Demirci and Cllr Ian Wingfield as members of the Audit Committee.
- Note Barbara Anderson's and Cllr Nicholas Paget-Brown's continued membership of the Audit Committee.

## 13/03/2017 – 5: Administration and Governance

- Approve amendments of the Terms of Reference of the Resource London Partnership Board relating to membership:
  - Remove the requirement that the Partnership Board be chaired by an LWARB Board Member;
  - Remove LWARB COO from the membership list;
  - Add one LWARB Board member to the membership list;
  - Add the LWARB COO to the list of official observers.
- Approve the appointment of Cllr Clyde Loakes as Chair of the Resource London Partnership Board.
- Approve the appointment of Cllr Feryal Demirci as the LWARB Board member on the Resource London Partnership Board.
- Note that the Terms of Reference of the Resource London Partnership Board enable the Partnership Board to make further appointments from key London stakeholders as it sees fit.
- Note that the Resource London Partnership Board will review its membership in the coming months.
  
- Note that the scope and membership of the Investment Committee will need to change following the adoption of a new LWARB Business Plan in March 2017.
- Approve the proposal that the Investment Committee continue in its current form until 31<sup>st</sup> March 2017.
- Approve the extension of Steve Hacking's membership of the Investment Committee until 31<sup>st</sup> March 2017.
- Note Barbara Anderson's, Cllr Nicholas Paget-Brown's and Melville Haggard's continuing membership of the Investment Committee with Melville Haggard as Chair.

### **WR 16-17 06 Appointment of Legal Advisors (23/01/17)**

This paper sought to:

- Approve the re-appointment of Addleshaw Goddard LLP for a period of three years (extendable for a further 12 months on LWARB's approval).

In each of these instances Written Resolutions were used rather than wait until the next meeting of the Board as it was not possible to schedule such meetings given the change in Mayor of London and prior to his appointment of a representative to chair on his behalf.

All written resolutions were approved unanimously by the members of the Board who responded.

### **Supporting papers/appendices**

- Appendix 1a: Current Scheme of Delegated Authority



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- Appendix 1b: Proposed revised Scheme of Delegated Authority
- Appendix 2: Licence to occupy premises at 169 Union Street, SE1 0LL

## **London Waste and Recycling Board Scheme of Delegated Authority**

### **Preamble**

The London Waste and Recycling Board Order allows the Board to authorise an individual member of the Board, an employee of the Board or a Committee of the Board to carry out any of its functions that it chooses.

All decisions are required to be made by the Board if they are not delegated to another person or committee either in this Scheme of Delegated Authority or by a decision of the Board.

This Scheme of Delegated Authority was adopted by the Board on 9 May 2013 and modified on 17 July 2014, 7 April 2015 and 16 July and supersedes all previous versions.

### **Policy**

Authority for making all decisions on the Board's policy sits with the Board. LWARB's main expression of policy is the Business Plan which it is required to publish each year.

### **Staffing and Remuneration**

Authority for changes to the staff structure, establishment, pay and pay policy is delegated by the Board to the Audit Committee.

The day-to-day management of all staff (including recruitment of new staff) is delegated to the Chief Operating Officer to operate under the policies and procedures as agreed by the Board and/or Audit Committee (for example, the Pay Policy and other policies agreed in the Employee Handbook).

### **Infrastructure and Investment Programme**

All investment decisions are delegated to the Investment Committee subject to the procedures laid out in the Investment Committee's Terms of Reference.

## **Resource London (London Waste Authority Support Programme)**

The Resource London Partnership Board is responsible for the allocation and monitoring of expenditure within its budget (as set by LWARB and WRAP). Decisions on individual items of expenditure may be made as per the table below. Responsibility for the allocation of the overall budget to particular works streams lies with the Resource London Partnership Board.

Responsibility for monitoring of expenditure previously allocated by the Efficiencies Committee sits with the Resource London Partnership Board.

## **Circular Economy Programme**

The budget for the Circular Economy Programme is set by the Board. Decisions on individual items of expenditure may be made as per the table below.

## **Virements**

- Any virements between approved Business Plan budget lines below £50,000 shall require the approval of the Chief Operating Officer and will be reported to the next meeting of the Audit Committee.
- Any virements between approved Business Plan budget lines of between £50,000 and £100,000 shall require the approval of the Audit Committee at the next Audit Committee meeting.
- Any virements between approved Business Plan budget lines over £100,000 shall require the approval of the Board.

## **Approval of Expenditure**

The tables below show the maximum spending authorities (in pounds sterling, including VAT) for different programmes. These limits apply to the ordering of goods and services as well as to the paying of invoices. All figures shown are inclusive of VAT.



Staff & Remuneration												
Activity	Note	Board	Board Chair	Audit Committee/Chair of Audit Committee	Investment Committee	Resource London Partnership Board	COO	Head of Finance	Head of Programme (Resource London)	Head of Infrastructure & Investment	Business Development Officers Local Authority Support Managers Circular Economy Manager	Governance Officer
		(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)
External Appointments	Standard contracts only.			>100,000 (Cttee)			100,000					
Agency or Seconded Staff (FTE annual cost)	Subject to approval of the AC for any increase in staff number for longer than 3 months.			>100,000 (Cttee)			100,000					
Annual Pay Increments	Within approved pay policy only.		COO's				All					
Other Remuneration (including ex-gratia payments, Loans, PRP)	Loans other than transport season ticket loans may not be approved other than with the explicit approval of the Board Chair.			>5,000 (Cttee)			5,000					
Expenses Claims		>10,000	10,000	1,000 (Cttee Chair*)			1,000	1,000	500	500		
	<p>Note:</p> <ul style="list-style-type: none"> <li>All expenses claims must be approved by the claimant's line manager or the Head of Finance, unless for an amount greater than that manager's delegated authority, in which case they are to be approved by the COO, the Board Chair or the Board.</li> <li>Board Members' expenses are to be approved by the COO or the Chair of the Board, unless for an amount greater than the COO's delegated authority, in which case they are to be approved by the Board Chair, or the Board.</li> <li>Expenses incurred by Committee members who are not Board members are to be approved by the COO or the Chair of the Board, unless for an amount greater than the COO's delegated authority, in which case they are to be approved by the Board Chair, or the Board.</li> <li>The COO's expenses must be approved by the Board Chair.</li> <li>All expenses must be in accordance with the Board's expenses policy as contained in the Operations Manual.</li> </ul> <p>*The Board Chair's expenses must be approved by the Audit Committee Chair.</p>											

**Infrastructure and Investment Programme**

NB: the IC shall make 'in principle' agreements based on outline proposals for investment. The detailed negotiations and contracting are delegated by the Committee to the Head of Infrastructure and Investment who shall seek further approval from the Committee should there be a material adverse change to the proposal as originally agreed. The IC may delegate to the Head of Infrastructure and Investment, and the COO the authority to negotiate and sign contracts on its behalf subject to the qualification above.

Activity	Note	Board	Board Chair	Audit Committee/ Chair of Audit Committee	Investment Committee	Resource London Partnership Board	COO	Head of Finance	Head of Programme (Resource London)	Head of Infrastructure & Investment	Business Development Officers	Governance Officer
		(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)
Project Funding Agreements					All		Approval on behalf of the Committee*	Signature on behalf of the COO or Head of Infrastructure & Investment		Approval on behalf of the Committee*		
Project Development, Evaluation and Monitoring Costs					>50,000		50,000	50,000		25,000	10,000	

\*Where a commitment has previously been made by the Investment Committee.

Resource London (London Waste Authority Support Programme)												
Activity	Note											
		Board	Board Chair	Audit Committee/ Chair of Audit Committee	Investment Committee	Resource London Partnership Board	COO	Head of Finance	Head of Programme (Resource London)	Head of Infrastructure & Investment	Local Authority Support Managers	Governance Officer
		(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)
Project Funding Agreements						>50,000	50,000					
Project Development, Evaluation and Monitoring Costs						>50,000	50,000					
Programme Costs						>100,000	100,000	100,000	50,000		10,000	

Circular Economy Programme												
Activity	Note											
		Board	Board Chair	Audit Committee/Chair of Audit Committee	Investment Committee	Resource London Partnership Board	COO	Head of Finance	Head of Programme (Resource London)	Head of Infrastructure & Investment	Circular Economy Manager	Governance Officer
		(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)
Programme Costs		>100,000					100,000	100,000			25,000	

Advance London (ERDF Programme)												
Activity	Note											
		Board	Board Chair	Audit Committee/Chair of Audit Committee	Investment Committee	Resource London Partnership Board	COO	Head of Finance	Head of Programme (Resource London)	Head of Infrastructure & Investment	Circular Economy Manager	Governance Officer
		(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)
Programme Costs												

Check – these sign off levels with Katie.

General/Central/Admin Costs												
Activity	Note	Board	Board Chair	Audit Committee	Investment Committee	Efficiencies Committee	COO	Head of Finance	Head of Programme (Resource London)	Head of Infrastructure & Investment	Business Development Officers	Governance Officer
		(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)
Operational Costs (Including Marketing)		>100,000	100,000				50,000	50,000		25,000	1,000	1,000
Other expenditure/tenders/contracts	Expenditure in accordance with contracts already approved at an appropriate level may be approved by the COO or the Head of Finance.	>100,000	100,000				50,000	50,000				
Settlement of Legal Proceedings		>20,000	20,000				10,000					

**Bank Mandates**

Cheque Payments	Up to £5000 two signatories one of which must be Group A or B; > £5000 two signatories one of which must be Group A					
Standing Orders and Direct Debits	Up to £5000 two signatories one of which must be Group A or B; > £5000 two signatories one of which must be Group A					
Electronic banking (internal transfers)	WH or JL only					
BACs Run	Up to £1,000,000 any two signatories one of which must be Group A or Group B; above £1,000,000 any two signatories one of which must be group A (individual items to be initialled in line with Cheque Payments)					
CHAPs	Up to £5000 two signatories one of which must be Group A or B; > £5000 two signatories one of which must be Group A					
Changes to mandate	Two Group A signatories					
Signatory	BM	WH	AB	JL	BDO	AL
Signatory Group	A	A	B	B	C	C
BM - Board Member						
WH - Wayne Hubbard						
JL - James Lanman						
AB - Antony Buchan						
BDO - Business Development Officer/Waste Authority Support Manager/Circular Economy Manager						
AL - Adam Leibowitz						

## **London Waste and Recycling Board Scheme of Delegated Authority**

**DRAFT**

### **Preamble**

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### **Infrastructure and Investment Programme**

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External Appointments	Standard contracts only.			>100,000 (Cttee)			100,000							
Agency or Seconded Staff (FTE annual cost)	Subject to approval of the AC for any increase in staff number for longer than 3 months.			>100,000 (Cttee)			100,000							
Annual Pay Increments	Within approved pay policy only.		COO's				All							
Other Remuneration (including ex-gratia payments, Loans, PRP)	Loans other than transport season ticket loans may not be approved other than with the explicit approval of the Board Chair.			>5,000 (Cttee)			5,000							
Expenses Claims		>10,000	10,000	1,000 (Cttee Chair*)			1,000	1,000	500	500		500	500	

Note:

- All expenses claims must be approved by the claimant's line manager or the Head of Finance, unless for an amount greater than that manager's delegated authority, in which case they are to be approved by the COO, the Board Chair or the Board.
- Board Members' expenses are to be approved by the COO or the Chair of the Board, unless for an amount greater than the COO's delegated authority, in which case they are to be approved by the Board Chair, or the Board.
- Expenses incurred by Committee members who are not Board members are to be approved by the COO or the Chair of the Board, unless for an amount greater than the COO's delegated authority, in which case they are to be approved by the Board Chair, or the Board.
- The COO's expenses must be approved by the Board Chair.
- All expenses must be in accordance with the Board's expenses policy as contained in the Operations Manual.

\*The Board Chair's expenses must be approved by the Audit Committee Chair.

**Infrastructure and Investment Programme**

NB: the IC shall make 'in principle' agreements based on outline proposals for investment. The detailed negotiations and contracting are delegated by the Committee to the Head of Infrastructure and Investment who shall seek further approval from the Committee should there be a material adverse change to the proposal as originally agreed. The IC may delegate to the Head of Infrastructure and Investment, and the COO the authority to negotiate and sign contracts on its behalf subject to the qualification above.

Activity	Note	Board	Board Chair	Audit Committee/ Chair of Audit Committee	Investment Committee	Resource London Partnership Board	COO	Head of Finance	Head of Programme (Resource London)	Head of Infrastructure & Investment	Business Development Officers	Advance London Project Manager	Advance London Business Advice Manager	Governance Officer
		(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)
Project Funding Agreements					All		Approval on behalf of the Committee*	Signature on behalf of the COO or Head of Infrastructure & Investment		Approval on behalf of the Committee*				
Project Development, Evaluation and Monitoring Costs					>50,000		50,000	50,000		25,000	10,000			

\*Where a commitment has previously been made by the Investment Committee.

<b>Resource London (London Waste Authority Support Programme)</b>														
<b>Activity</b>	<b>Note</b>													
		Board	Board Chair	Audit Committee/ Chair of Audit Committee	Investment Committee	Resource London Partnership Board	COO	Head of Finance	Head of Programme (Resource London)	Head of Infrastructure & Investment	Local Authority Support Managers	Advance London Project Manager	Advance London Business Advice Manager	Governance Officer
		(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)
Project Funding Agreements						>50,000	50,000		25,000					
Project Development , Evaluation and Monitoring Costs						>50,000	50,000		25,000					
Programme Costs						>100,000	100,000	100,000	50,000		10,000			

<b>Circular Economy Programme</b>														
<b>Activity</b>	<b>Note</b>													
		Board	Board Chair	Audit Committee/Chair of Audit Committee	Investment Committee	Resource London Partnership Board	COO	Head of Finance	Head of Programme (Resource London)	Head of Infrastructure & Investment	Circular Economy Manager	Advance London Project Manager	Advance London Business Advice Manager	Governance Officer
		(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)
Programme Costs		>100,000					100,000	100,000			25,000			

<b>Advance London (Circular Economy SME Support)</b>														
Activity	Note													
		Board	Board Chair	Audit Committee/Chair of Audit Committee	Investment Committee	Resource London Partnership Board	COO	Head of Finance	Head of Programme (Resource London)	Head of Infrastructure & Investment	Circular Economy Manager	Advance London Project Manager	Advance London Business Advice Manager	Governance Officer
		(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)
Programme Costs.		>100,000					100,000	100,000				5,000	25,000	

<b>General/Central/Admin Costs</b>														
Activity	Note													
		Board	Board Chair	Audit Committee	Investment Committee	Efficiencies Committee	COO	Head of Finance	Head of Programme (Resource London)	Head of Infrastructure & Investment	Business Development Officers	Advance London Project Manager	Advance London Business Advice Manager	Governance Officer
		(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)	(£)
Operational Costs (Including Marketing)		>100,000	100,000				50,000	50,000	25,000	25,000	1,000			1,000
Other expenditure/tenders/contracts	Expenditure in accordance with contracts already approved at an appropriate level may be approved by the COO or the Head of Finance.	>100,000	100,000				50,000	50,000						

Settlement of Legal Proceedings		>20,000	20,000				10,000							
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**Bank Mandates**

Cheque Payments	Up to £5000 two signatories one of which must be Group A or B; > £5000 two signatories one of which must be Group A						
Standing Orders and Direct Debits	Up to £5000 two signatories one of which must be Group A or B; > £5000 two signatories one of which must be Group A						
Electronic banking (internal transfers)	WH or JL only						
BACs Run	Up to £1,000,000 any two signatories one of which must be Group A or Group B;						
	above £1,000,000 any two signatories one of which must be group A (individual items to be initialled in line with Cheque Payments)						
CHAPs	Up to £5000 two signatories one of which must be Group A or B; > £5000 two signatories one of which must be Group A						
Changes to mandate	Two Group A signatories						
Signatory	BM	WH	AB	SF	JL	BDO	AL
Signatory Group	A	A	B	B	B	C	C
BM - Board Member							
WH - Wayne Hubbard							
JL - James Lanman							
AB - Antony Buchan							
BDO - Business Development Officer/Waste Authority Support Manager/Circular Economy Manager							
AL - Adam Leibowitz							

**DATED**

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**LICENCE TO OCCUPY**

relating to the area known as part of 169 Union Street, London, SE1 0LL

between

**THE LONDON FIRE AND EMERGENCY PLANNING AUTHORITY**

and

**THE LONDON WASTE AND RECYCLING BOARD**



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### CLAUSE

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**THIS LICENCE** is dated

## **PARTIES**

- (1) LONDON FIRE AND EMERGENCY PLANNING AUTHORITY (LFEP) of 169 Union Street, London, SE1 0LL (**Licensor**).
- (2) LONDON WASTE AND RECYCLING BOARD (LWARB) 169 Union Street, London, SE1 0LL (**Licensee**).

## **AGREED TERMS**

### **1. INTERPRETATION**

The following definitions and rules of interpretation apply in this licence.

#### **1.1 Definitions:**

**Building:** all that land and buildings known as 169 Union Street, London, SE1 0LL.

**Common Parts:** such roads, paths, the ground floor entrance, corridors, lifts, staircases, landings, access lobbies, together with the toilet facilities in the building and other means of access in or upon the Building the use of which is necessary for obtaining access to and egress from the Property as designated from time to time by the Licensor. Goods access will be via a designated passenger lift, or (on reasonable notice) via the Licensor's goods lift at the rear of the Building.

**Competent Authority:** any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

**Designated Hours:** Seven (7) days per week 24 hours per day 365 days of the year or such other days as the Licensor in its absolute discretion may determine on seven (7) days' notice to the Licensee. The lift service in the Building will be operation throughout these times.

**Lease:** a lease dated 19 March 2010 and made between the (1) WAAB No. 2 Limited and (2) The Licensor.

**Licence Fee:** the amount charged at the rate of £10,000.00 (VAT not payable) per Work Station per annum (which for the avoidance of doubt will include the costs of the services and facilities referred to in the Schedules attached to this Licence together with insurance, business rates, water usage and electricity SUBJECT TO an upward only review in line with the Retail Price Index (RPI) increase every year, on the anniversary of the Commencement Date of this Licence.

**Licence Fee Commencement Date:** 9<sup>th</sup> January 2017.

**Licence Period:** the period from and including 9<sup>th</sup> January 2017 until the date on which this licence is determined in accordance with clause 4.

**Necessary Consents:** all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

**Permitted Use:** office use and ancillary purposes within Use Class B1 of the Town and Country Planning (Use Classes) Order 1987 as at the date this licence is granted.

**Property:** an area comprising part of a floor at the Building equal to the area covered by thirteen (13) desks which shall include all fixtures and fittings and plant and machinery thereon.

**Service Media:** all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

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

**Work Station:** the space and furniture comprising a desk, chair, pedestal unit, monitor arm and ancillary items.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedule forms part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedule.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.8 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

- 1.9 A reference to **writing** or **written** excludes fax and e-mail.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.11 References to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 Unless expressly provided otherwise, the obligations and liabilities of the Licensor and the Licensee under this licence are joint and several.
- 1.14 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

## **2. LICENCE TO OCCUPY**

- 2.1 Subject to clause 3 and clause 4, the Licensor permits the Licensee to occupy the Property for the Permitted Use for the Licence Period during the Designated Hours in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the rights given to the Licensee to use the Property for the Permitted Use) together with the additional rights mentioned in Schedule 1 and 2 (which shall be subject to reasonable arrangements agreed between the Licensor and the Licensee).
- 2.2 The Licensee acknowledges that:
- (a) the Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence;
  - (b) the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property;
  - (c) the licence to occupy granted by this agreement is personal to the Licensee and is not assignable nor is occupation to be shared and the rights given in clause 2 may only be exercised by the Licensee and its employees and its authorised visitors; and
  - (d) without prejudice to its rights herein, the Licensor shall be entitled (subject to meeting all reasonable costs associated with the relocation) at any time on giving not less than six week's prior written notice to require the Licensee to

transfer to comparable space (of similar size and arrangement) elsewhere within the Building and the Licensee shall comply with such requirement.

### 3. LICENSEE'S OBLIGATIONS

The Licensee agrees and undertakes:

- (a) to pay to the Licensor the Licence Fee by four equal quarterly payments on the usual quarter day's in advance the first such payment being for the period from and including the Licence Fee Commencement Date to the next succeeding quarter day following such date;
- (b) to keep the Property clean, tidy and clear of rubbish;
- (c) not to use the Property other than for the Permitted Use;
- (d) not to make any structural or external alterations or addition whatsoever to the Property;
- (e) except for the Licensee's pop up name signs not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property or elsewhere in the Building without the prior consent of the Licensor such consent not to be unreasonably withheld or delayed ;
- (f) not to do or permit to be done on the Property anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor [or to tenants or occupiers of the Building or any owner or occupier of neighbouring property];
- (g) not to cause or permit to be caused any damage to:
  - (i) the Property, Building or any neighbouring property; or
  - (ii) any property of the owners or occupiers of the Property, Building or any neighbouring property;
- (h) not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;
- (i) not to apply for any planning permission in respect of the Property;
- (j) not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Property [and Building from time to time];
- (k) to comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;

- (l) to observe any reasonable rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Property and the Common Parts;
- (m) to leave the Property in a clean and tidy condition and to remove the Licensee's furniture equipment and goods from the Property at the end of the Licence Period keeping the Property in no worse state of repair than that which exists at the commencement of the Licence;
- (n) to indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
  - (i) this licence;
  - (ii) any breach of the Licensee's undertakings contained in clause 3; and/or
  - (iii) the exercise of any rights given in clause 2;
- (o) not to knowingly do anything on or in relation to the Property that would or might cause the Licensor to be in breach of the tenant's covenants and the conditions contained in the Lease;
- (p) to pay to the Licensor interest on the Licence Fee or other payments at the rate of four (4) per cent per annum above the base rate of Barclays Bank plc from time to time calculated on a daily basis from the due date until payment if the Licensee shall fail to pay the Licence Fee or any other payments due under this licence within fourteen (14) days of the due date (whether formally demanded or not); and
- (q) to insure the Licensee's own goods and materials and staff at the Property.

#### **4. TERMINATION**

4.1 This licence shall end on the earliest of:

- (a) 8th January 2022; and
- (b) the expiry of any notice given by the Licensor to the Licensee at any time of breach of any of the Licensee's obligations contained in clause 3; and
- (c) the expiry of not less than six (6) month's notice given by the Licensee to the Licensor after the expiry of the first two years of the term; and
- (d) the expiry of not less than six (6) month's notice given by the Licensor to the Licensee at any time during the Licence Period.

4.2 If the Licensee serves notice to terminate this Licence, it will pay all Licence Fees and other sums due to the Licensor in accordance with the provisions of this Licence up to the date of termination provided that the sums have been demanded in writing from the Licensee at least 28 days prior to the date of determination taking effect.

4.3 Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

## **5. NOTICES**

5.1 Any notice or other communication given under this licence shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the relevant party as follows:

(a) to the Licensor at: London fire And Emergency Planning Authority, 169 Union Street, London, SE1 0LL and marked for the attention of Head of Technical and Service Support; and

(b) to the Licensee at: 169 Union Street, London SE1 0LL and marked for the attention of Governance & Secretariat Officer

or as otherwise specified by the relevant party by notice in writing to each other party.

5.2 The Licensee shall not disclose to any third party whatsoever any information concerning the Property and/or the Building or the terms of this Licence without obtaining the prior written consent of the Licensor, save as may be required by law provided that the Licensee shall be entitled to disclose such information to third parties as is reasonably consistent with the use and occupation of the Property and the Building permitted by this Licence but not so as to jeopardise either the security of the Property or the Building or the IT systems operated therein.

5.3 Any notice or other communication given in accordance with clause 5.1 will be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice or other communication is left at the proper address; or

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.

5.4 A notice or other communication given under this licence shall not be validly given if sent by e-mail.

5.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **6. COSTS**

Each party shall bear their own legal costs incurred in connection with the preparation and granting of this Licence.

**7. NO WARRANTIES FOR USE OR CONDITION.**

7.1 The Licensor gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.

7.2 The Licensor gives no warranty that the Property is physically fit for the purposes specified in clause 2.

7.3 The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this licence as to any of the matters mentioned in clause 7.1 or clause 7.2.

7.4 Nothing in this clause shall limit or exclude any liability for fraud.

**8. LIMITATION OF LICENSOR'S LIABILITY**

8.1 Subject to clause 8.2, the Licensor is not liable for:

- (a) the death of, or injury to the Licensee, its employees, customers or invitees to the Property; or
- (b) damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Property; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers or other invitees to the Property in the exercise or purported exercise of the rights granted by clause 2.

8.2 Nothing in clause 8.1 shall limit or exclude the Licensor's liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
- (b) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

**9. THIRD PARTY RIGHTS**

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.



**10. GOVERNING LAW**

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

**11. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

**12. VAT**

The Licensor confirms that the Licence Fee is not currently chargeable to VAT, however should the VAT status of the Building alter at a later date, then the Licence Fee may become chargeable to VAT.

**13. LICENSOR'S OBLIGATIONS**

The Licensor agrees and undertakes to be responsible for the insurance, repair, decoration and maintenance of the structure, exterior and common parts of the Building, together with the provision of specified services, including the cleaning of the Property. If the Licensee requires the Licensor to provide air conditioning and other services outside of the normal hours for the Building, the associated costs are to be met by the Licensee. For the avoidance of doubt the air conditioning system in the Building is currently in operation between 8.30 am and 6.00 pm on Monday to Friday. A service agreement is to be agreed between the Licensor and Licensee separately.

This licence has been entered into on the date stated at the beginning of it.

## Schedule 1 - Additional Rights granted to the Licensee

The Licence is to include the right for the Licensee to use certain of the Licensor's facilities (subject to reasonable arrangements for such use being agreed between the Licensor and the Licensee), including:-

1. The cafeteria on the lower ground floor of the Building, on a 'pay as you eat and drink' basis, at the same prices as LFEPA staff pay from time to time.
2. The gymnasium, changing rooms, showers and lockers (occasional use in common with the licensor only) on the lower ground floor of the Building. If the Licensee or its staff use the gym facilities then there is deemed acceptance by such users that they have received sufficient induction for such use and that the use is at their own risk.
3. LFB's secure bicycle storage facilities for as long as they are available on the adjacent Southwark Training site and any future LFB secure bicycle storage facilities provided at the Building.
4. The large meeting rooms on the ground floor of the Building (G1, G2, G3 and G4). No charge is to be made for the Licensee's use of these rooms. However, the following conditions are to apply:-
  - (a) LWARB is to be responsible for set up and set down.
  - (b) Bookings are to be made through the Headquarters Facilities Team, subject to the provision of suitable notice and to reasonable limits, so that LWARB bookings do not prevent reasonable usage by LFEPA and other occupiers of the Building.
  - (c) Rooms booked but not used will be subject to an hourly charge, at the rate of £15.00 per person per hour, as follows:-
    - Room G-02: (36 person room).
    - Rooms G-03/G-04: (24 person room).
    - Room G-01 (which includes G-02, G-03 and G-04) : (80 person room).
  - (d) Hospitality can be ordered through the caterers based in Café 169.
  - (e) LFEPA Members' use takes precedence over all LWARB bookings. LFEPA is to provide LWARB with as much notice as possible of Members' meetings. LFEPA will use reasonable endeavours to provide a suitable replacement meeting room elsewhere in the Building, if there is a need to cancel a LWARB booking.
5. The multi-faith/prayer room and expectant mothers room on the lower ground floor of the Building.
6. Security cards to be supplied to the Licensee providing access to the Building. New and replacement access cards will be supplied by the Headquarters Facility Team and the costs thereof recovered from the Licensee.
7. Shared cloakrooms and toilets for men and women, with hot and cold water and hand drying machines provided.

8. Furniture, furnishings and equipment, including desk IT equipment, necessary for an office suite.
9. Shared photocopying, facsimile transmission and document shredding equipment.
10. Extension telephones.
11. Wet and dry hubs and meeting rooms, including black and white printing, copying and scanning.
12. Colour printing, scanning, binding and other print services provided by the LFB Print Room – to be charged at cost.
13. The right to use the ground floor reception area in the Building as staffed by the Licensor's receptionist personnel between the hours of 08.30 am – 17.00 pm Monday to Friday. Outside of those times, access through the main entrance and reception area at ground floor is via a swipe card security system. Security guards are also present in the Building during 'out of office' hours.
14. Use of the Building's mail room for incoming and outgoing post, including special deliveries and courier services. The Licensor to arrange for notification to the Licensee's relevant staff of delivery to enable the Licensee to collect post. Due regard is to be given in the procedures to the Licensee's security and confidentiality considerations.

The cost of the foregoing facilities will be included in the Licence Fee, except where stated above.

For as long as the facilities referred to in this Schedule are provided by the Licensor in the Building, the Licensee will be entitled to use them. The Licensor has no current intention to alter the provision of these facilities. If the Licensor does plan to change the provision, reasonable notice of that is to be given to the Licensee.

**Schedule 2 – IT Equipment provided to the Licensee**

<b>Type</b>	<b>Description</b>
Desktop Device	Includes network connections servers, desktop device, (including replacement), all software, contract management, Asset Management , Change management, Backup, Network Design, Network Support, Network Management, Desktop Support, Problem Management, Security, Security Control, Virus Protection, Server Management, Storage Infrastructure, Configuration Management, System Software Support, General Office product Support, General Office product Maintenance (including Sharepoint)
TSE Access	Security, Security Control, Virus Protection, Server Management
	Office Connectivity
Desktop Telephone	Includes Handset, voicemail, all call charges, contract management and device replacement.
Remote access	
Mobile Phone	Annual line rental

Signed by \_\_\_\_\_  
for and on behalf of LONDON FIRE  
AND EMERGENCY PLANNING  
AUTHORITY

.....  
Authorised signatory

Signed by \_\_\_\_\_  
[NAME OF CHIEF OPERATING OFFICER]  
for and on behalf of LONDON WASTE  
AND RECYCLING BOARD

.....  
Chief Operating Officer