

Decision Maker: ENVIRONMENT & COMMUNITY SERVICES PORTFOLIO HOLDER

For Pre-Decision Scrutiny by the Environment & Community Services PDS Committee on:

Date: 23rd June 2020

Decision Type: Non-Urgent Executive Non-Key

Title: BMX track at Hoblingwell Wood Recreation Ground

Contact Officer: James Hilsden, Parks & Greenspaces Borough Manager
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Chief Officer: Colin Brand, Director of Environment and Community Services

Ward: Cray Valley West

1. Reason for report

The Report outlines the rationale for the provision of a community BMX track and associated community club at Hoblingwell Wood Recreation Ground, working in partnership with site stakeholders and charity Access Sport, plus associated next steps.

2. **RECOMMENDATION(S)**

The Environment and Community Portfolio Holder is asked to approve:

- 2.1 The allocation of £34k from the Investment in the Community Fund as match-funding towards project costs outlined in 3.12. This is in addition to the £20k from the Members Initiative Fund for Friends Groups previously agreed to secure the expertise of Access Sport in developing and delivering the project.
- 2.2 The acceptance of £20k of pledged cash match-funding by Clarion Housing and £5k from MOPAC towards the project costs in 3.12.
- 2.3 The ring-fencing of all project funds, including £43k of the project budget towards maintenance costs over the next 25 years. Assuming the capital scheme is approved and funding secured, revenue budgets will be amended to reflect the estimated maintenance costs, financed from an annual drawdown from earmarked funding.
- 2.4 That a suitable legal arrangement is put in place to oversee the new community clubs use of the track going forwards for the grant term i.e. 25 years.

- 2.5 That Delegated Authority is given to the Director of Environment and Community Services in conjunction with the Portfolio Holder for approval to spend the grant monies secured as per the proposed project plan; to approve any specific grant terms and conditions and to agree an appropriate form of legal agreement between Bromley and the new Club.
- 2.6 A request to Executive to accept the grant offer of £149k from Sport England and British Cycling's Places to Ride programme with its associated terms and conditions lasting 7 years.
- 2.7 A request to Executive to accept a grant offer, if successful, from the London Marathon Charitable Trust with its associated terms and conditions lasting 25 years.
- 2.8 A request to Executive to amend the capital programme to include a provision of £276k, subject to all sources of funding being confirmed. Any commitments prior to Executive approval will be at risk i.e. the £20k Heads of Term agreement with Access Sport that was previously agreed by Members via the Independent Decision Report. In the event that insufficient funding is secured for the wider project, Officers will need to review the scheme, identify options to deliver the scheme within available funding and report back to Members for agreement, before commitments are made. If this is not possible, the scheme will not be able to progress.

Impact on Vulnerable Adults and Children

1. Summary of Impact: This project is designed to energise youth and inclusive cycling in the borough working alongside a range of different audiences including school children who will receive coaching, plus the opportunity to train to become young leaders, alongside informal casual use by the wider community.
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Corporate Policy

1. Policy Status: Existing Policy
 2. BBB Priority: Children and Young People Excellent Council Quality Environment Safe Bromley Healthy Bromley
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Financial

1. Cost of proposal: £339k (£454k including Access Sport's costs)
 2. Ongoing costs: Recurring Cost: estimated £43k of maintenance costs associated with the new facility over a 25 year period.
 3. Budget head/performance centre: New capital programme scheme
 4. Total current budget for this head: N/A
 5. Source of funding: Various grant funders including Access Sport, Clarion Housing, Bromley Mayor's Office for Policing and Crime (MOPAC), the London Marathon Charitable Trust (LMCT) and Sport England and British Cycling's Places to Ride programme (P2R). LBB funding from the Investment in Community and Member Initiative Funds.
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Personnel

1. Number of staff (current and additional): N/A
 2. If from existing staff resources, number of staff hours: N/A
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Legal

1. Legal Requirement: Non-Statutory - Government Guidance
 2. Call-in:
-

Procurement

1. Summary of Procurement Implications:
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Customer Impact

1. Estimated number of users/beneficiaries (current and projected): 1,000 individual participants through formal Access Sport engagement opportunities, plus estimated 2,000 users per month through casual use.
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Ward Councillor Views

1.1 Have Ward Councillors been asked for comments? Yes

1.2 Summary of Ward Councillors' comments: Ward Members are supportive and have attended various community engagement sessions with site stakeholders including the consultation open day on Saturday 14th March. Members also shared the below feedback following a meeting on 05/12/19:

Sent by Councillor Ellis on behalf of Ward Members

"We have been involved in promoting this project for over a year and together with the Cray Valley East Councillors have recognised the significant need in the area for a structured programme to engage children and young people.

The concern has always been to ensure the Council is not left in a position where we have to fully fund the project or close it down. We have therefore worked with all the local groups and ensured a level of ownership within the schools, friends and sports providers.

We are aware that there is always a level of risk, but we feel that we have far more benefits in this project than risk and have seen evidence of it working in or with similar Boroughs and we are circulating a short film (<https://www.youtube.com/watch?v=LuNrIKARI3s>) to Members so that they are aware of the type of provision this will offer.

Neil Miller Executive Head of our PRU's and the Bromley Beacon Academy endorses the benefits for children with emotional and behavioural difficulties. Primary schools in the area, and there are 7 on the doorstep, are always looking for a local amenity as many parents do not want trips to London.

We hope therefore that the Executive would agree this project and appreciate all the benefits it will bring to one of the most deprived areas in the Borough".

3. COMMENTARY

Background

- 3.1 Following an increase in 2018 of youth crime/Anti-Social Behaviour in the Cray Valley West Ward, Officers, in conjunction with the Metropolitan Police, visited local primary schools to consult pupils on their views regarding current and new recreational opportunities. The feasibility of identified interventions was assessed by Officers who, following further discussions with the Council's Parks Management contractor, idverde, regarding a proposed location, prioritised the progression of a non-motorised cycle track. Currently, whilst the Council has several skate facilities, there is no formal off-road all-wheeled (i.e. designed for all types of non-motorised wheeled sports including mountain bikes, scooters, balance bikes, BMXs, skateboards and in-line skate cycling) focused facility within the Borough.
- 3.2 Access Sport (AS) (www.accesssport.org.uk), a London-based charity whose strategic objective is to drive change in the way sport is delivered locally in the UK, were identified as a potential partner with a good track record of youth engagement through sport, plus access to grant funding opportunities. This approach identified an opportunity for Bromley to develop a cycle facility and sustainable volunteer-led club in partnership with AS through their multi-award winning Making Trax programme, launched in 2011 to create a thriving youth cycling scene in London. Any new facility created would be owned and managed by the Council. The track would be unfenced, provide open access and be free to all to use, with the new community cycle club having access to run a timetable of structured club sessions.

Rationale for proposed location

- 3.3 Officers have worked alongside AS to identify an appropriate site within the Cray Valley West Ward, based on feasibility from a parks setting, but also to meet the criteria of Making Trax and other partners/funders. An initial site was proposed at Midfield Open Space, however, an alternative location at Hoblingwell Wood Recreation Ground was found to be more suitable with existing parks infrastructure already in place, alongside a number of stakeholders who could ensure continued success (including the new Delegated Sports Manager). As the site has on-going issues with unauthorised motorbikes, Officers, working in partnership with the Metropolitan Police, identified the potential for the installation of the track and associated provision of youth engagement activity (through ASs' targeted programme, as part of project delivery), as a diversionary activity that may assist in the reduction of anti-social behaviour issues within this locality.
- 3.4 Acting as Project Coordinator, AS's appointed Landscape Architect undertook a landscape assessment to understand the constraints and opportunities of the identified site and to ensure that the proposals were compliant with statutory requirements.

Proposed design

- 3.5 The proposed design, developed alongside expert track designers includes:
- All-wheeled asphalt (low-maintenance) pump track (c45m x 45m, excluding associated landscaping etc.) including start area and coaching space
 - Improved access with a DDA compliant path.
 - Renovation of existing hard standing area as a schools learn to ride and bikeability-skills development area
 - Biodiversity interventions to ensure the scheme fit in to the 'character' of the existing landscape (comments from idverde's Biodiversity Advisor have been incorporated).

- Two 20ft storage container units for storage of the club's equipment (so school groups and those unable to afford their own equipment can still use the facility).

Consultation

- 3.6 Officers have been in dialogue with a number of local partners to shape the project. An engagement session was held in October 2019 with stakeholders including the Friends of the Park and Park Run. A further session was held in December 2019 with a wider stakeholder base. Officers have also spoken to colleagues in Youth Services and Road Safety who are supportive, with potential opportunities for joint working. Comments have been fed into the overall design of the facility.
- 3.7 A formal consultation was held in March 2020 to engage the wider community and residents, alongside park stakeholders. As part of this, an on-site exhibition event was held on Saturday 14th March between 11am – 2pm to showcase the proposals and find out the local community's views. 500 invitation fliers were distributed to residential properties surrounding the park, with a further 500 distributed to the library, local shops, and the on-site rugby clubhouse. An electronic copy was also sent to neighbouring schools via the local Youth Forum, to the Bromley Friends Forum and to the St. Barnabas youth group. Bromley also advertised the consultation via a press release to local media, which promoted the on-line survey for those unable to attend on the day.
- 3.8 From 157 written feedback responses, 125 were in support of the proposals (80%) with 15 objecting (9%) and 17 people unsure (11%). Of the 42 people that had concerns about the proposal the 4 main issues arose were around motorbikes (13); ASB/Vandalism (10); maintenance (4) and the unsupervised nature of the track (3).
- 3.9 Feedback from the public and stakeholder groups including the Friends, coupled with the Designing Out Crime Officer at the Metropolitan Police, were explored in detail by Access Sport, the design team, idverde and the London Borough of Bromley following the consultation. The possibility of fencing the immediate facility (i.e. the cycle track) was re-visited, in response to feedback regarding on-going issues with unauthorised motorbikes on-site. It was agreed that whilst the immediate track would not be fenced, Officers would explore funding sources to install a fence around the perimeter of the recreation ground, which would have wider benefits. It was concluded that a fence around the track itself was not appropriate as it would bisect the wider greenspace into two halves, creating a pinch point that would require the size of the proposed orchard (part of the scheme design acting as a buffer zone) to be halved, plus also inhibit the use of the site by others e.g. Parkrun. A track fence would also require rerouting of a path, adding significant cost to the project. Access Sport's experience of the use of fencing on other sites has been used to inform decision making. The track itself is not designed for motorised bikes, which would find it difficult to use due to the camber on the berms (bends) and the gradient of the rollers.

Planning submission

- 3.10 Based on feedback from consultation, a planning application is due to be submitted for the proposed scheme in June 2020. This will include the outer perimeter fence around the park. Mindful of existing Urban Open Space and Local Green Space designations, the planning submission will emphasise the new opportunities for recreation and community development, as well as taking into account other site based features such as the on-site Site of Importance for Nature Conservation (SINC) and existing and proposed trees, following consultation with the relevant professionals. If planning permission is not secured, Officers and project partners will need to discuss potential next steps in conjunction with Members.

Club development

- 3.11 Alongside installation of the new track, a volunteer-led community club will be developed by AS who will provide resources, funding and equipment. It is envisaged that the club will provide weekly coaching session with access to bikes, helmets and pads for a small subscription, which will contribute towards the cost of coaches and equipment. The Club will take long term programming and development responsibility for the track, with appropriate ongoing support and expertise from AS until February 2022 (Access Sport have been offered a year of continuity funding from Sport England, which would allow them to continue working on the project in Bromley until February 2022). Thereafter the Club will be part of the London BMX Network, supported by British Cycling.

Costings and Procurement

Project costs

- 3.12 As set out below, the total estimated cost of the project, including maintenance for 25 years, is £454k. Access Sport will meet the feasibility (£7k) and club development costs (£108k) directly; therefore the cost to LB Bromley to fund is £339k. Pre-tender estimates suggest the supply and installation of the track, plus contingency, fees and equipment purchase is £276k.

	Installation £'000	Ongoing £'000	Total £'000
Estimated Costs			
Capital:			
- construction	205	0	205
- professional fees	22	0	22
- contingency	37	0	37
Club equipment	12	0	12
Sub total Capital Costs	276	0	276
Increased maintenance costs 25 years	0	43	43
Fee to AS	20	0	20
Total Costs to LBB Bromley	296	43	339

- 3.14 AS's contribution towards the project's development and delivery, including the establishment of the associated community cycle club, is estimated at c£115k. The £115k will be spent by AS, and will be made up of staff and volunteer time and expertise, plus any associated costs e.g. materials/equipment. This includes £7k of feasibility funding, which has already been incurred. The relationship between AS and Bromley will be formalised through the signing of a Partnership Heads of Terms document. As part of this, Bromley is committed to paying a non-refundable fee of £20k to AS, to act as Project Coordinator, enabling Bromley to access their support and expertise until February 2022. As part of the project, Bromley will also commission AS to project manage the delivery of the capital works (c£22k of professional fees, including costs for Principle Designer) plus procure equipment associated with the club e.g. bikes (c£12k). The total amount being paid to Access Sport therefore will be up to £54k.
- 3.15 Bromley will incur an additional £43k of on-going maintenance costs associated with the new asset over a lifetime cost of estimated 25 years. These funds will require ring-fencing, along with any grants secured.
- 3.16 Whilst the ability of the project to provide a sport where people can socially distance, that is outside, cycling based, and attracting people who may not have cycled before, is a strength

and may prove attractive to some funders e.g. LMCT, in light of the current COVID-19 pandemic, Members should note that there are a number of risks that have been identified that may impact on the financials of the proposal and therefore delivery of the project. Given a potential impact of the pandemic on charitable organisations and their ability to award funds, changes in their funding streams or reallocation to COVID-19 priority projects, there is a risk that those funds that are not yet secured are not awarded/confirmed, or only given in part or delayed. If this is the case, Access Sport, who have a good relationship with a number of funders, have been working with *idverde* to identify other potential sources as a contingency. In light of COVID-19, there is also the potential for contractor's costs to increase or for lack of availability within the timescales required. If any of these risks were realised, and partners were not collectively able to secure the balance of funds from alternative sources, reduce the scale of the project to budgets available, complete the project within funder timescales required, or meet any other terms and conditions, Members would be updated and the project would not progress. This may involve the termination of any grant agreements already secured and/or match-funding returned to partners. Any costs incurred to that point would be non-refundable i.e. the £20k Access Sport Heads of Terms agreement fee, which would need to be funded from the Members Initiative Fund.

Funding sources

- 3.17 Officers and *idverde* have worked with AS to submit two grant applications to Sport England and British Cycling's Places to Ride programme in partnership with Department Of Culture Media and Sport (P2R) and London Marathon Charitable Trust's Major Capital Grant Programme (LMCT). A £149k P2R grant award offer has been made, which Executive is asked to accept. Bromley is also currently waiting to hear the outcome of a Stage 2 application to LMCT of c£111k (original decision was expected in June, but this has been delayed due to grant programme changes in light of the COVID-19 pandemic). As these grants will be in Bromley's name, as landowner, Bromley will be expected to carry out the procurement of the works, plus also incur the expenditure, making claims to the funder in arrears, as per usual grant funding practice. As part of the outputs delivered by the grants applied for, participatory activities will include a focus on target audiences that include those who have been previously inactive, are disabled, BAME and Female; Access-Sport will deliver innovative programmes and initiatives to engage these target audiences.
- 3.18 A contribution of £20k from the Members' Friends Initiative Fund had previously agreed to meet the cost of the AS fee. As part of the Council's match-funding commitment to the overall scheme, Members are asked to approve a further contribution of £34k from the Investment in the Community Fund.
- 3.19 MOPAC and Clarion Housing have pledged grant monies in writing of £5k and £20k respectively, subject to a number of parameters, including the project timetable being achieved. These grants are not yet secured within LBB accounts, but it is envisaged that they will be paid upfront, rather than bankrolled as per the larger grants.
- 3.20 The following table summarises these sources of funding for the scheme.

	Implementation £'000	Ongoing £'000	Total £'000
Funding			
Places to Ride grant	149	0	149
London Marathon Charitable Trust grant	111	0	111
LBB Community/Friends Initiative Fund	16	38	54
Clarion Housing grant	20	0	20
MOPAC grant	0	5	5
Total Funding - LB Bromley	296	43	339

Procurement

- 3.19 Due to their specialist nature, it is envisaged that the capital works will be procured through a shortlist of track builders from previous projects that AS have developed, working in partnership with British Cycling, Sport England and The London Marathon Charitable Trust. The design and build works will be tendered by Bromley on the London Procurement Portal with a JCT contract issued to the successful contractor. The professional fees include £4k allocated for a Principle Designer as part of CDM Regulations.

On-going maintenance

- 3.20 Track maintenance costs have been built into the overall project budget and calculated for 25 years at £43k which includes the costs highlighted in Appendix 1, plus provisional sums for any increased grounds maintenance operations based on indicative designs. It should be noted that the £43k does not allow for costs associated with major repairs or large-scale damage as a result of vandalism, but does include £5k which will be used to fund a cationic slurry seal (c£5k) which is likely to be required within the 25 years (dependent upon levels of wear and tear). As Bromley is not able to include the £5k for the seal within the two main capital grants, it will need to be financed separately through other match-funding secured. The new track will be included into Bromley's insurance policy. In the event of any maintenance repairs, this would look to be funded from existing revenue costs within the Grounds Maintenance Infrastructure budget.

Timescales

- 3.21 Appropriate time needs to be left for the Development of the club following on from the track build. Access Sport have been offered a year of continuity funding from Sport England, which would allow them to continue working on the project in Bromley until February 2022. Given the current COVID pandemic, discussions have been ongoing with funders regarding the 4-6 week construction timetable, which is planned for October/November 2020, so that works can be complete when temperatures will still allow for the setting of the track asphalt and so that the engagement programme and establishment of the Club can take place during 2021.

Addressing Anti-social behaviour

- 3.22 The majority of BMX tracks in London are located in public parks and AS are not aware of any complaint of BMX-related anti-social behaviour since 2011 on any of their projects (See Appendix 1)

4 POLICY IMPLICATIONS

- 4.1 The Environment Portfolio Plan 2019/20 includes the Key Outcome "Conserving and enhancing Bromley's parks and green spaces through the Fully Managed Service, working in long-term partnership with Bromley's volunteer community".

5. FINANCIAL IMPLICATIONS

5.1 The overall cost of the scheme, including maintenance over 25 years, is £454k. Access Sport will be meeting costs of £115k direct, therefore the estimated cost to the Council requiring funding is £339k which is split between capital and revenue costs as follows:

	Implementation	On Going (25 yr total)	Total
	£'000	£'000	£'000
Capital	276	-	276
Revenue	20	43	63
Total	296	43	339

5.2 Funding of capital and revenue costs is as follows:

	Capital £'000	Revenue £'000	Total £'000
Places to Ride grant	149	0	149
London Marathon Charitable Trust grant	111	0	111
LBB Community/Friends Initiative Funds	0	54	54
Clarion Housing pledge	16	4	20
MOPAC grant	0	5	5
Total	276	63	339

5.3 The Executive will need to be requested to agree an amendment to the Capital Programme to add provision for this scheme at a cost of £276k, but this will be subject to all sources of funding being confirmed. In the event that not sufficient funding is secured, then Officers will need to review the scheme, identify options to deliver the scheme within available funding and report back to Members for agreement before further commitments are made. If that is not possible, then the scheme will not be able to progress.

5.4 Assuming the capital scheme is approved and all grant funding and other contributions secured, the revenue budget will need to be amended to reflect the estimated maintenance costs (£43k total over 25 years) to be financed from an annual drawdown from earmarked funding

VAT

5.5 It is assumed that as Bromley will use its own funds (including those grants and contributions awarded to it for the purpose) to build the BMX track on its land; place the contracts for the works and receive the supply; hold a VAT invoice in its own name, and make payment, plus retain ownership for non-business purposes, then all VAT on expenditure for this project will be fully recoverable. On completion, LBB will grant a licence or equivalent (Access Sport are only proposing a SLA) to the Club to operate for which there will be no consideration. The Club will be responsible for payment and recovery of any VAT it incurs under the terms of the agreement. As part of the grant terms and conditions Bromley is required to confirm that the transfer of the funding to the Council is not in return for a supply being made by the Council (i.e. that it is a true grant) and that the Council will not charge any VAT when it draws down the funding.

5 LEGAL IMPLICATIONS

- 6.1 AS require the signing of a Partnership Heads of Terms (HOT) (Appendix 5)
- 6.2 A break-clause for negotiation will be provided with AS for inclusion in the HOT enabling Bromley to end the agreement if the project is no longer viable. If the delivery of the BMX track is not viable for whatever reason, AS would not refund the 20k, but seek to use the 20k to deliver a range of engagement activities in the local area only. Upon signing there will be a £20k fee due to AS for their services. Signing of the HOT places a commitment on Bromley to provide £54k of match-funding (see Finance) plus also work with AS to secure any additional monies required. These funds will require ring-fencing.
- 6.3 The Title to the Site has revealed historic covenants which affect the same. In the light of the possibility of these being enforced, the Council will be taking out Indemnity Cover Insurance to mitigate the position in the event of anyone attempting to enforce the covenants. The cost of the insurance will be incorporated into the total project cost.
- 6.4 Bromley needs to provide the land for the facility and agree to manage and maintain it for a minimum of 7 years post completion. AS will have no continuing responsibility for its fitness for purpose or operation. Bromley will not be able to dispose of this part of the site for at least 7 years from practical completion (likely to be 25 years depending on LMCT final funder terms and conditions) without written consent. Sport England has now confirmed that Bromley will not need to register this standard restriction wording on the Council's Title.
- 6.5 Condition Precedent - Subject to meeting all planning requirements, the HOT states the Council, with AS's assistance, is to use reasonable endeavours to ensure that the works commence and the facility build is completed within the agreed development timetable to enable sufficient time for the club to be properly developed by February 2022. No Access Licence is required for the construction works as Bromley is contracting the works.
- 6.6 AS will assign to the Council the benefit of the design and building contractor's obligations under the construction contract JCT Minor Works Building Contract with Contractor's Design 2016. The Council will indemnify AS for any claim that may be made against it relating to the use or operation of the facility. The Council will indemnify AS against any requirement to repay capital funding as a result of the Council's failure to comply with the operation, repair and maintenance of the facility.
- 6.7 AS have proposed a SLA is required between the Club and Bromley to set out the terms of use (attached draft in Appendix 6). However, typically, Bromley would usually issue a Licence for similar sports related arrangements. Officers will work alongside Legal to identify the most appropriate form of legal agreement; it is proposed this is an annual rolling agreement. *Idverde* will work with the Club to secure any associated LBB Legal and Surveyor costs.
- 6.8 The community club will not be charged any fee for use of the track. Subletting of part of the facilities to ancillary uses will be acceptable subject to consent of AS, the Council and the funder and is not to be unreasonably withheld or delayed. The Council and AS need to both agree to the programming of the track in regard of both organisation's respective social inclusion agendas, ensuring that target groups will be able to access and take advantage of the facilities.
- 6.9 As with most funder grant offers, the signing of their grant terms and conditions are legally binding; both funds require Bromley to confirm all partnership funding is in place before the project starts, plus bankroll project costs and make claims in arrears; there are the usual requirements about acknowledging funding in accounts, keeping relevant paperwork, accounts and records and agreeing to the funder publicity guidelines; Bromley will need to ensure it complies with all relevant laws and have policies in place, plus collect data required by the funder.

Grant terms of P2R (Appendix 7)

- 6.10 The funds received are Exchequer Funding; works must be started within three months of the Award Offer Letter date and complete within 12 months of the Award Offer Letter date (whilst P2R are aware of the potential for delays due to the current COVID-19 pandemic, the 12 month delivery date is still currently 31st March 2020 and therefore Bromley has less than 12 months to complete the project, although the Funder may be open to an extension if required and further dialogue would be needed if this was the case as per 3.16) The Funder requires their funds to be spent first (claimed) over other partnership funding being contributed. Bromley's Chief Accountant will be required to self-certify a Statement of Income and Expenditure. Sport England will retain 5% of the Capital Funding, and the retention must be claimed by 31 December 2021. Bromley Council will work with Sport England to agree key performance indicators (KPIs) and targets to measure the impact of the investment. Bromley must maintain adequate insurance (employee, public liability and insurance that covers the full replacement value of any assets purchased using the Award) at all times and may be asked to send copies of these policies (the reinstatement value of the new asset will need to be incorporated into the Council's insurance policy). Unusually, any press and publicity for the project is embargoed until the completion of the works. Bromley must confirm their agreement in writing to the project being used for a case study in accordance with Sport England and British Cycling requirements.
- 6.11 Records have to be kept regarding the project for 7 years after the end of the project. At least three comparative and competitive tenders/quotes for all elements of the project are required. Bromley Council must agree to the ongoing maintenance responsibility and renewal of the facility. Conditions relating to assets or goods purchased, developed, enhanced and/or refurbished with the Award include the fact that during the Term, Bromley must not sell any assets or goods that have been totally or partly purchased, developed, enhanced, refurbished, conserved or improved with the Awards unless it can sell them for their full current market value; plus Sport England has given permission, in writing, beforehand on such conditions as deemed appropriate; plus Sport England receives an appropriate share of the 'net' proceeds for as long as these assets or the improvements have a useful economic life. As Sport England will have will contribute more than £25,000 to help improving the site Bromley must not apply for a mortgage over that asset or use it as security without prior written approval. Sport England has confirmed they won't be taking any security under the terms of the Award for the duration of the Term as Bromley is Freeholder. Sport England may insist on third party rights under any contract that Bromley has with contractors and consultants relating to the project. Bromley is required to confirm that the transfer of the funding to the Council is not in return for a supply being made by the Council (i.e. that it is a true grant) and that the Council will not charge any VAT when it draws down the funding. The agreement can be terminated/ended by the Funder and all terms and conditions remain in place for grant term of 7 years.

Grant terms of LMCT (Appendix 8)

- 6.12 There are a number of outputs that need to be achieved through the grant including the number of participants engaged from a range of different audiences, plus number of volunteers recruited etc. Due to the size of grant anticipated, the length of the grant agreement and its associated terms and conditions will be for a 25 year term, with no break clause. These terms and conditions include a commitment to complete the project within two years from the date of the offer letter; to maintain assets in a good condition and keep adequate insurance cover for assets installed for their full replacement value; if the asset is damaged destroyed or stolen Bromley must commit to repairing or replacing it; to show the grant and related expenditure as a restricted fund in Bromley's annual accounts; that Bromley agrees to repaying all or part of the grant if the land on which the project is carried out is disposed of or its interest in is disposed of, or

is no longer available to members of the general public for more than three months in any one 12 month period. Should the London Marathon Charitable Trust grant application be successful, any specific Terms and Conditions will be reviewed and agreed under Delegated Authority to the Director of ECS, in conjunction with the Portfolio Holder

7. PROCUREMENT IMPLICATIONS

- 7.1 In accordance with CPR 2.1.2, Officers must take all necessary professional advice on any procurement implications subsequently arising from the recommendations in this report.

Non-Applicable Sections:	IMPACT ON VULNERABLE ADULTS AND CHILDREN PERSONNEL IMPLICATIONS
Background Documents: (Access via Contact Officer)	Appendix 1: Supplementary text Appendix 2: Access Sport Bromley report Appendix 3: Making Trax Site Appraisal Appendix 4: Draft Masterplan Appendix 5: Draft Heads Of Terms document Appendix 6: Draft Service Level Agreement Appendix 7: Places to Ride – Standard Terms and Conditions Appendix 8: LMCT Major Capital Grant Programme Terms and Conditions