

<b>CABINET</b>	<b>DATE</b> 29 January 2020	<b>ITEM NO</b> 10
<b>TITLE</b> Woolwich Leisure Centre Scheme: Procurement of Main Contractor for the leisure centre and Residential Development Partner for balance of scheme; Resolution in principle to make a CPO	<b>WARD(S)</b> Woolwich Common	
<b>CHIEF OFFICER</b> Director (Regeneration, Enterprise & Skills)	<b>CABINET MEMBERS</b> Growth and Strategic Development. Culture, Leisure and The Third Sector. Children's Services and Community Safety. Housing	
<b>DECISION CLASSIFICATION</b>  - Key - Exempt Appendices 1, 2, 3, 4, and 5 by virtue of paragraph 3 of Schedule 12A to the Local Government Act 1972 (as amended): e.g. Information relating to the financial or business affairs of any particular person including the authority holding that information.	<b>FINAL DECISION</b> To be made at this meeting on the recommendation in this report	

## 1. Decisions required

This report recommends the following actions by the decision-maker (being Cabinet):

- 1.1 Note the conclusions summary of the design development work in respect of the proposed leisure centre carried out by the team at exempt Appendix 1 *For available options, preferred option and reasons for this recommended action see section 6.1 below.*
- 1.2 Note for information the indicative initial project viability assessment at exempt Appendix 2 *For available options, preferred option and reasons for this recommended action see section 6.2 below.*
- 1.3 With respect to the leisure centre building:
  - 1.3.1 Agree to proceed with Model 2 as the chosen design option which has been reviewed by the Portfolio Member for Culture, Leisure and the Third Sector and

the Portfolio Member for Growth and Strategic Development in accordance with the April 2019 Cabinet decision; and

- 1.3.2 Agree to commence the procurement of the contractor for the construction of the leisure centre building (the 'Main Contractor') by way of a two-stage design and build contract.
- 1.3.3 Agree to re-appoint Gleeds for continuing design services up to the end of Royal Institute of British Architects (RIBA) Stage 4.

*NB: for available options, preferred options and reasons for the recommended actions in sections 1.3.1, 1.3.2 and 1.3, see section 6.3 below.*

1.4 With respect to the residential element of the scheme:

- 1.4.1 Agree to proceed with Site Boundary Option 1 (extended development site) as the chosen site boundary option for the Woolwich Leisure Centre Scheme; and
- 1.4.2 Agree to procure a partner to deliver the residential element of the scheme (the 'Residential Development Partner') with the decision as to the basis of engagement between RBG and the partner delegated to the Chief Officer; and
- 1.4.3 Note that final approval by Cabinet for the appointment of the chosen partner will be sought at the conclusion of the procurement process.  
*NB: for available options, preferred option and reasons for the recommended actions in sections 1.4.1, 1.4.2, and 1.4.3 see section 6.4 below.*

1.5 Agree in principle to incorporate the Tramshed into the project to provide improved theatre and performance facilities, and additional flexible community space as part of the wider leisure centre provision.  
*For available options, preferred option and reasons for this recommended action see section 6.5 below.*

1.6 In respect of the proposed use of compulsory purchase powers:

- 1.6.1 Agree in principle to use compulsory purchase powers under section 226(1)(a) of the Town and Country Planning Act 1990 and section 13 of the Local Government (Miscellaneous Provisions) Act 1976 for the acquisition of freehold and or leasehold interests (both residential and commercial), and any other interests or rights as may arise, which are not already owned by the Council, within the area described in this Report and shown edged red on the plan

attached at exempt Appendix 3 in order to support the delivery of the Woolwich Leisure Centre Scheme (i.e. the overall scheme comprising both the leisure centre itself and the residential development on the balance of the site); and

- 1.6.2 Agree to authorise officers to begin preparatory work for the use of compulsory purchase powers, including serving requisitions on land owners, commencing preparation of the Statement of Reasons in support of any compulsory purchase order and the preparation of all other necessary documentation and notices including an Equalities Impact Assessment; and to note that a further report will be presented to Cabinet seeking authority to make one or more compulsory purchase orders, if necessary, in relation to specific land interests within the Woolwich Leisure Centre Scheme area.

*For available options, preferred options and reasons for the recommended actions in sections 1.6.1 and 1.6.2, see section 6.6 below.*

- 1.7 In relation to Troy Court:

- 1.7.1 Agree that an application is made to the Secretary of State to approve a redevelopment scheme pursuant to Schedule 2, Part V of the Housing Act 1985, and that there be no further lettings at Troy Court with immediate effect, and that steps be taken to rehouse the existing tenants of Troy Court to allow vacant possession of the site, with any compensation and rehousing decisions to be delegated to the Director of Housing and Safer Communities; and

- 1.7.2 Agree that an Initial Demolition Notice be served at the appropriate time.

*For available options, preferred option and reasons for the recommended actions in 1.7.1 and 1.7.2, see section 6.7 below.*

- 1.8 Agree to extend the development budget as set-out at exempt Appendix 2 to cover design work for RIBA Stages 3 and 4 (for the leisure centre building); for the next stages of work for property-related matters (principally site assembly); work in connection with progressing plans for the residential element and the appointment of the Residential Development Partner; and the incorporation of the Tramshed.

*For available options, preferred option and reasons for this recommended action see section 6.8 below.*

- 1.9 Agree that the contents of Appendices 1, 2, 3, 4 and 5 to this report be exempt from publication on the grounds that they contain information relating to the financial or business affairs of a particular person (including the authority holding that information) under Paragraph 3, Part I of Schedule 12A of the Local Government Act 1972.

*For available options, preferred option and reasons for this recommended action see section 6.9 below.*

## 2 Links to the Royal Greenwich Strategy

This report relates to the Council's high-level corporate and service objectives agreed by the 2018 Cabinet:

- **A Healthier Greenwich**  
To provide more opportunities for the residents of the borough to be more active, reducing the number of children and adults who are currently inactive.
- **Greenwich: A Great Place to Grow Up**  
Provide facilities that encourage families, young people, and adults to enjoy new opportunities and experiences
- **Greenwich – a Strong Vibrant and Well-Run Borough**  
Support the commitment to invest in Woolwich, as part of the Town Centre Transformation Programme. Maximise the impact of our investments, to deliver expansion of the local economy
- **Economic Prosperity for All**  
A flagship leisure centre delivered in the heart of Woolwich to attract visitors from across the local area. Using sport and physical activity to provide employment and training in Woolwich, in turn improving town centre footfall and increasing social mobility.
- **A Cleaner, Greener Greenwich**  
The new leisure centre will aim to achieve a BREEAM rating of Excellent. It will mainly be served by active / public transport.
- **Delivering Homes through Economic Growth**  
Second Phase: residential development scheme
- **Greenwich: A Great Place to Be**  
To provide state of the art modern facilities with swimming, sports halls, fixed gym equipment and a range of other physical activity experiences. The Leisure Centre will improve the frontage onto General Gordon Square and improve the night-time and leisure offer in Woolwich town centre.

### **3 Purpose of Report and Executive Summary**

In January 2019 Cabinet agreed a two-stage approach to delivering a new leisure centre in Woolwich and that third-party land on Vincent Road and the housing at Troy Court be included in scheme feasibility. In addition, Cabinet approved a process of community engagement about a new leisure centre.

At the April 2019 Cabinet, the results of the consultation were reviewed, and an approach to taking forward the design of the new leisure centre was agreed.

The purpose of this report is to recommend the actions described in Section 1 above and to inform Cabinet on the following:

- 3.1 The proposals for the new leisure centre outlined in the summary of the work carried-out by the multi-disciplinary design team (see exempt Appendix 1);
- 3.2 The initial viability assessment of the Woolwich Leisure Centre Scheme overall (i.e. including the residential element) (see exempt Appendix 2);
- 3.3 The preferred scheme option for the leisure centre building and the steps to be taken to procure the Main Contractor and design team for this;
- 3.4 The proposed method to procure the Residential Development Partner for the residential element, and the preferred site boundary option;
- 3.5 The in-principle proposal to include the Tramshed in the scheme;
- 3.6 The information required in connection with the proposal for the Council to use its compulsory purchase powers for the acquisition of land necessary in order to support the delivery of the Woolwich Leisure Centre Scheme (i.e. the leisure centre and the residential element);
- 3.7 The need to secure vacant possession and redevelop Troy Court in order to deliver the Woolwich Leisure Centre Scheme;
- 3.8 The extension of the development budget required for RIBA Stages 3 and 4 (for the leisure centre building); for the next stages of work for property-related matters (principally site assembly); and work to progress the residential element including in regard to the selection and appointment of the Residential Development Partner.

#### 4. Introduction and Background

The existing waterfront leisure centre in Woolwich is reaching the end of its design life and will require substantial investment if it is to remain operational for future generations.

The Council has previously decided that it is preferable to replace the leisure centre to ensure fit-for-purpose and up-to-date facilities are provided to residents across the Borough and in so doing ensure that the new facility is in Woolwich Town Centre to support its regeneration. The Council bought Viscount House for this purpose.

A new leisure centre, improved theatre and community space within the town centre will support footfall and activity that will also benefit local businesses with linked shopping trips. The location of the new leisure centre is also better served by public transport than the existing leisure centre, reducing the need to use the private car and in so doing support the Council's initiatives to reduce traffic congestion and air pollution.

Following the agreement by the January 2019 Cabinet of the two-phased approach to the delivery of the overall scheme and the results of the community consultation reported to the April 2019 Cabinet, a multi-disciplinary design team has been procured and appointed and has progressed the design work agreed through the RIBA Stage I phase, taking into account the results of the March 2019 consultation exercise.

NB: for the purposes of this report, the following definitions apply:

- (i) the **Woolwich Leisure Centre Scheme** is the overall scheme, i.e. both the leisure centre building itself and the residential element;
- (ii) the **leisure centre building** is the building housing the leisure centre and its operational environs;
- (iii) the **residential element** is the balance of the site aside from the leisure centre building where it is intended that development is carried-out to provide residential units and ancillary commercial and other space.

## **5. Detail for consideration**

### **5.1 Leisure centre design development**

The material in exempt Appendix I outlines the conclusions in respect of the leisure centre of the work undertaken by the design team in the RIBA Stage I phase which itself covers the following:

- site analysis;
- the leisure centre building (including site capacity, design summary and costs);
- the residential element (including boundary options, outline schemes and initial appraisals);
- the energy strategy;
- a financial summary;
- the project programme; and
- a risk summary.

Summaries of the work under these heads are to be found in the appendices.

#### **5.1.1 The Leisure Centre**

A key part of this work was the development of design options for the leisure centre building as alternative Models 1 and 2 as agreed by the April 2019 Cabinet. Both models have been compared against the existing leisure centre facilities and will offer (with the exception of the number of squash courts) increased facilities over and above what is currently provided by the Waterfront Leisure Centre.

In summary, in their latest form (i.e. in the RIBA Stage I phase) these models provide the following facilities (table below):

Feature	Model 1	Model 2	Comments
25 metre pool (8 lane)	Y	Y	
Leisure water	Y	Y	
Teaching pool	Y	Y	
Sauna and steam room	Y	Y	
Hydrotherapy pool	N	Y	Subject to viability
Changing village	Y	Y	
Pool viewing area (150+ seats)	Y	Y	
Sports hall	4 court	6 court	See note 1 below
Roof top 5-a-side football pitch	Y	Y	
Gym (280 stations)	Y	Y	
Studios (2 No.)	Y	Y	
Studio/multi-function hall	Y	Y	
Squash courts	4 court	2 court	See note 1 below
Café	Y	Y	
Healthwise provision	N	Y	
Creche	Y	Y	
Soft play area	Y	Y	
Community space	N	Y	

Notes:

1. The 'facility mix' set-out in the report for the April 2019 Cabinet has been maintained through this latest stage of more detailed design with the following exceptions: (i) Model 2 has a 6 court sports hall rather than 8 court (the Waterfront L/C has a 4 court hall); (ii) the latest design work has confirmed 2 squash courts in Model 2 (as reported to the January 2019 Cabinet).
2. More detailed design has confirmed that neither a library nor commercial uses can be accommodated in the leisure centre building without impacting the proposed leisure or community facilities and/or the plot available for the residential development (with resulting reduction in residual land value and a decreased viability).
3. As reported to the April 2019 Cabinet, the Point will be relocated off-site and not included in the new leisure centre.

Both models provide a significant improvement on the existing Waterfront Leisure Centre in terms of facilities, complying with latest regulations and providing a modern and efficient building. Model 2 provides additional health and community facilities whose need was identified as part of the public consultation.

A summary of the indicative costings by cost consultants Gleeds for the two leisure centre building models is included in exempt Appendix 2.

The recommended model is Model 2 since this delivers a better range of sports and leisure facilities and can accommodate more community amenities, thus addressing one of the strongest themes in the public consultation, i.e. the need for the centre to be more than just a leisure facility; residents of the borough desire flexible space that can be used by community groups and the like. In this connection, see also section 5.5 of this report in relation to proposals to include the Tramshed in the scheme to the benefit of community-focused amenities.

The Council's design team has engaged with Sport England during the development of the RIBA Stage 1 phase to ensure that the overall approach to the project is being developed in line with Sport England's Strategic Outcomes Planning Guidance. Sport England and its technical framework consultants will review the RIBA Stage 1 work and provide feedback to the Council to consider as the project moves forward.

RBG's design team will continue to work in partnership with Sport England to ensure their advice, guidance and support benefits the project as it is developed further. In addition, the possibility of on-going technical support and capital investment will be discussed further at the appropriate stage.

It was noted by the April 2019 Cabinet that the Portfolio Member for Culture, Leisure and the Third Sector, and the Portfolio member for Growth and Strategic Development would review the design options at the end of RIBA Stages 1 and 2. These Members have now reviewed the Stage 1 work.

### **5.1.2 Residential Element**

As agreed by the January Cabinet, the work encompassed in the Stage 1 report also included an options appraisal to assess the number of housing units and the layout of the residential scheme on the balance of the site. It should be noted that these are not detailed proposals for a scheme but provide indicative information that enables the Council to make decisions about the site area and the associated business case.

In all the modelling, the assumption was that this area is to the rear (east) of the leisure centre. The team carried-out residential capacity studies looking at four alternatives as to the extent of the residential site to be developed and

the scale of development appropriate to these. These alternatives were based on the inclusion or not of a combination of plots, some owned by the council and some in third-party ownership.

The work had regard to site constraints and opportunities and to resulting assumptions around matters including the height of buildings, access, layout, ownerships and other issues relating to neighbouring properties and the wider 'context' of the scheme. The results of these capacity studies informed four *indicative* schemes, one equating to each of four Site Boundary Options, which were then used in project viability testing as to which scheme (and therefore which Site Boundary Option) represented the best approach. Drawings showing the alternative schemes are in exempt Appendix 2.

It is recommended that the boundary for the residential element includes all land controlled by the Council and some third-party land (Option 1) to ensure a comprehensive development that will best contribute to the regeneration of Woolwich Town Centre.

## 5.2 **Project viability**

Work appropriate for RIBA Stage 1 has been carried-out by the team to examine the initial viability of the project. This work looked at both the leisure centre building itself and the residential element. For the leisure centre, cost consultants Gleeds have undertaken a bench-marking exercise for the likely construction costs based on the Stage 1 design work; the intention of this is inform the initial feasibility exercise and to form a robust cost framework within which the project can be taken forward. This exercise resulted in initial overall construction costs and project costs for the two models for the leisure centre building having regard to the cost of provision of comparable facilities elsewhere and a range of project-specific issues on the subject site.

For the residential element, again Gleeds have attached cost estimates to indicative schemes from the design team. Property consultants Deloitte have taken these costs and considered other factors including expected sales values and project programme to arrive at residual land values (i.e. the balance remaining after project costs have been deducted from project revenues). They carried-out this work for the various options for the residential element of the scheme having regard to different assumptions on, for example, scale and composition of development. The results of this viability work are summarised at exempt Appendix 2.

### 5.3 Main Contractor procurement

It is proposed that the Main Contractor for the leisure centre building (and, it is expected, the demolition and enabling works) will be procured under a two-stage Design & Build contract. The procurement strategy will see the contractor procured at the end of RIBA Stage 2 by way of the Southern Construction Framework ('SCF'). Engaging a contractor at this early stage will enable a better understanding of the construction costs and programme, and help to reduce risk in this complex project.

Under a two-stage Design & Build contract, a contractor is appointed from the framework on the basis of fixed profit and overhead and an indicative price for the construction works; it enters into a pre-construction services contract with the Council during which it works up the design and competitively tenders the project and obtains prices from the sub-contractors. This forms the basis of the construction contract sum that will be reviewed and verified independently for compliance and value for money. On completion of this work, and subject to affordability, the Council will then enter into the construction contract for the build of the new leisure centre.

The first element of the build contract will include the demolition of Viscount House to facilitate the construction of the new leisure centre building. This could be a separate enabling works contract or included in the pre-construction services agreement. Incorporating this into the scope of the Main Contract transfers the risk to the contractor and ensures that it takes responsibility for the site, reducing costs to RBG.

The team is embarking on 'Soft market Testing' for the eventual procurement process. This involves advising all contractors on the SCF and meeting and briefing those or are interested in order to provide advance notice of the procurement and to test assumptions and obtain feedback on matters such as 'buildability' and programme. Subject to Cabinet approval, it is envisaged that the procurement proper will be launched in February 2020, with the Stage 1 appointment made by the start of Q3 2020.

The key designers, including the architect, mechanical/electrical engineer and civil/structural engineer will be appointed by RBG (through the Gleeds appointment) to complete RIBA Stage 3 and 4 designs; this means that the council will retain control of the design until an advanced stage, thus ensuring the high quality of design for the leisure centre building and coordination with the wider residential masterplan. On completion of the Stage 4 design work,

these consultants will then be novated to the contractor for the construction phase to complete the construction drawings. The novation of key designers to the contractor will ensure design continuity and allow design risk to be passed to the contractor. At novation, 'client-side' advisers will be appointed by RBG to monitor and act on its behalf to protect its interests during the construction phase.

The designers of the leisure centre building will also provide technical support on design matters for the procurement of the Residential Development Partner and will be the 'masterplan guardians' once the Residential Development Partner has been appointed in order to ensure the leisure centre and residential components are properly coordinated.

The RBG team will also lead the submission of a planning application for both the leisure centre and residential elements of the scheme.

#### **5.4 Residential Development Partner procurement**

As part of the work during the RIBA Stage 1 phase, Deloitte considered the delivery of the residential element of the scheme including procurement, and the alternatives for approaches to the collaboration between RBG and the developer of the residential element.

It is recommended that a developer partner be appointed at this stage in the project to ensure that what gets submitted for planning permission (and is used to support a CPO) is deliverable. Moreover, procuring a partner early enables greater certainty on the commercial outcome likely to accrue from the residential development which will be used to cross-subsidise the new leisure centre.

The proposed procurement of a developer partner for the Woolwich Leisure Centre Scheme is likely to comprise a public works contract and therefore will require a public procurement process via an OJEU-related route, say by way of a qualifying Framework panel, probably the GLA London Development Panel 2 ('LDP2').

In respect of engagement with a residential developer, four alternative approaches were examined by Deloitte in their report. RBG's choice of approach will depend on such factors as the council's attitude to risk; its requirement for, respectively, capital and/or revenue; procurement implications; the extent to which each of the commercial structures can deliver

expedient procurement in line with RBG's wider programme requirements for constructing the leisure centre building; and the desire and scope for RBG to control both the quality and delivery of the residential use (i.e. beyond its planning powers). The alternative approaches identified are:

- Land Sale
- Development Agreement
- Corporate Joint Venture
- Direct Development by RBG

These alternatives are considered in detail at exempt Appendix 4.

## 5.5 The Tramshed

It is proposed that the Tramshed building (home to the Tramshed Theatre) be integrated into the design of the leisure centre building to allow users of the Tramshed to have access to studios and community space in the new leisure centre. This integration will enhance both the user experience and the 'community offer' of the leisure centre itself.

As well as design integration, it is proposed now that the works to the Tramshed building are carried-out under the auspices of the delivery of the leisure centre building, i.e. the same design team and, likely too, the same contractor.

The Tramshed are a well-established provider of cultural and community services in the borough with a long track record of successfully working with diverse user groups and organisations. The Tramshed building, which is presently leased to the Tramshed Theatre, no longer satisfies their needs in terms of capacity and facilities and it was in this context that they have developed plans to expand their offer and ensure their long-term resilience. They have identified that an integrated leisure and community offer housed within a state of the art facility in the heart of Woolwich town centre would represent a clear statement of intent about plans to establish Woolwich as a key destination for such uses in the capital. To this end they have been in negotiations with funders to help with this expansion.

In November 2019 deficiencies were identified in the electrical and mechanical systems within the Tramshed building and, as a result, the Tramshed have relocated temporarily to the former Barclays bank unit in Viscount House. However, rather than carry-out these repairs, there is now a unique

opportunity to undertake a major renovation within the delivery of the leisure centre scheme to facilitate the long-term sustainability of the Tramshed.

Integration would take the form of a shared access from the larger leisure centre entrance area. The Tramshed would also have access to studios and community space created in the new leisure centre. The new arrangement will take full account of the likes of safeguarding and security requirements.

Such an arrangement will also simplify the leisure centre construction and, by including the work to the Tramshed as part of the leisure centre construction and using the same designers, it is expected that works can be integrated in terms of programming and the like to the benefit of the project.

Specifically, on programme, the works to the Tramshed are likely to be carried-out as the first phase of the leisure centre project and ahead of the construction of the leisure centre building proper and are not expected to affect adversely the programme of the leisure centre development. Work is being undertaken to address the possible issue of a 'double decant' of the Tramshed Theatre (involving another location) if vacant possession and demolition of Viscount House is required before the Tramshed works are complete. The theatre company would re-occupy the Tramshed building before the new leisure centre building is finished. It is expected that the cost of the works will be shared by RBG and the Tramshed and the structuring and basis of this is being explored alongside lease and taxation implications.

## **5.6 Compulsory Purchase**

It was noted by the January 2019 Cabinet that the options appraisal to be undertaken should determine the cost benefit of including third-party land and the possible use of the Council's Compulsory Purchase Order powers. The work undertaken, in particular around the capacity studies of the residential boundary alternatives, has demonstrated the benefits to viability of enlarging the development site by including land in third-party ownership.

Land referencing has been carried-out and a project acquisitions strategy has been prepared to advance the inclusion in the scheme of these areas, either by negotiation or, failing this, by recourse to compulsory purchase. Negotiations have opened with a number of owners, but in case these do not yield the desired result it is requested of Cabinet now that it agrees to resolve in principle to exercise its compulsory purchase powers.

The purpose of this report is to request that Cabinet pass a resolution to agree, in principle, for the Council to use its compulsory purchase powers for the acquisition of land necessary to support the delivery of the Woolwich Leisure Centre Scheme.

Council officers now seek authority to begin preparatory work for the use of the Council's compulsory purchase powers, if they should be required, to acquire all land interests, and any new rights, not in the ownership or control of the Council within the Woolwich Leisure Centre Scheme area.

Subject to agreement by Cabinet, it should be noted that all requests to Cabinet to pass a resolution to make and serve one or more compulsory purchase orders will be made by separate future decision and will only be made once the following milestones have been reached:

- an approach has been made to all landowners with a view to acquiring the land interests or rights required voluntarily;
- the appointment of a development partner by the Council to deliver the Woolwich Leisure Centre Scheme and the development partner appointed has entered into an indemnity agreement with the Council to cover the Council's costs and compensation due payable throughout the compulsory purchase process;
- a detailed Statement of Reasons setting out the justification for the CPOs has been prepared and the Council is satisfied that such justification for proceeding with the CPOs meets all the statutory tests and is accordance with the government guidance
- an Equalities Impact Assessment has been prepared.

It should be noted that agreeing in principle to use compulsory purchase powers in relation to the Woolwich Leisure Centre Scheme area will not disrupt the process of seeking to acquire any required land interests and new rights by agreement which will proceed in tandem with the compulsory purchase process. The exercise by the Council of its compulsory purchase powers would only be recommended to the Council where it had not been possible, despite reasonable efforts having been made, to acquire land interests and any new rights by agreement.

Any decision to proceed with a CPO would be dependent on a compelling case in the public interest having been established in support of, and justifying, the making of the CPO. A full report to Cabinet with a fully worked up Statement of Case appended would be provided when recommending that a CPO is made and implemented.

A resolution by Cabinet to agree, in principle, to use its compulsory purchase powers would facilitate negotiations with landowners and indicate that the Council mean to progress the Woolwich Leisure Centre Scheme and if terms to acquire all the necessary land interests and new rights by agreement could not be achieved in a reasonable timescale, then compulsory purchase powers will be used. Progressing in this way, would encourage landowners to negotiate in a meaningful way.

A plan showing the proposed land acquisition boundary as a red line is in exempt Appendix 3.

## 5.7 **Troy Court**

Following the January Cabinet Report, the Council agreed to reconfirm the inclusion in the scheme of third-party land and Housing Land, including Troy Court, in order to allow the potential for comprehensive development across a wider site. Cabinet also agreed to stakeholder engagement regarding the inclusion of 14-20 Vincent Road, the Vincent Road garages and Troy Court within the proposed wider development.

Following the Cabinet Report, a multi-disciplinary team was procured to undertake the development appraisal work for the residential element. The residential development appraisals looked at four different boundary options; these are described in section 5.1.2 above. The most efficient delivery and potentially best viability is demonstrated by the alternative that sees the development of the whole site including Troy Court, i.e. Option 1.

With the preference for this option identified, consultation with the residents of Troy Court has been and will continue to be carried out; RBG have a duty to consult residents under s105 of the Housing Act 1985. NB: no formal ballot is needed as the scheme is not receiving GLA funding. Details of the proposed consultation programme are in exempt Appendix 5.

## 5.8 **Budgets**

The extension of the development budget is sought for the following:

- design work for RIBA Stages 3 and 4 (for the leisure centre building);
- the next stages of work for property-related matters (principally site assembly);

- work in connection with progressing plans for the residential element and the appointment of the Residential Development Partner;
- demolition and other enabling works;
- the incorporation of the Tramshed.

Details are set-out in exempt Appendix 2.

## 6. **Available Options, preferred Option and Reasons for recommendations**

In respect of each of the decisions requested (presented below in summary form), the options available to the decision maker, the preferred option and reasons for the recommendation are as follows:

### 6.1 **Note the conclusions summary of the design development work in respect of the leisure centre**

*Not applicable as note only.*

### 6.2 **Note the indicative initial project viability assessment**

*Not applicable as note only.*

### 6.3 **Agree to Option 2 and to the commencement of the Main Contractor procurement and re-appointment of Gleeds**

#### **Section 1.3.1**

**Options:** agree to Model 2 as recommended; choose Model 1 instead; decline both Options.

**Preferred:** the preferred model, Model 2

**Reasons:** Model 2 delivers a better range of sports and leisure facilities and can accommodate more community amenities. Model 2 is more in line with the aspirations of local people raised throughout the community engagement undertaken earlier this year.

#### **Section 1.3.2**

**Options:** procure as recommended; procure later; do not procure.

**Preferred:** the preferred option as described in section 5.3.

**Reasons:** to select an option other than the recommended one will impact the project programme and increase design and cost risk for RBG.

### **Section 1.3.3**

- Options:** re-appoint Gleeds as recommended; appoint alternative design services provider; make no appointment.
- Preferred:** the preferred option as described in section 5.3.
- Reasons:** it remains the case that RBG need the support of a design services provider. Gleeds and the other members of the team working to them have performed well and have a detailed knowledge of the scheme; their re-appointment for the next stages of work will ensure a continuity to the programme which would be seriously disrupted by a process to select and procure of an alternative were this thought necessary.

## **6.4 Agree to procure the Residential Development Partner**

### **Section 1.4.1**

- Options:** agree to recommended boundary option; choose alternative boundary option; decline all boundary options.
- Preferred:** the recommended site boundary option, Option 1.
- Reasons:** option 1 provides the best opportunity to deliver a comprehensive scheme of scale, making for more benefits from better 'placemaking', and making a significant contribution to the regeneration of Woolwich Town centre; it also has the potential to deliver better economies of scale and the best viability outcome of the analysed options.

### **Section 1.4.2**

- Options:** procure as recommended; procure on different basis; do not procure.
- Preferred:** the preferred option as described in section 5.4.
- Reasons:** in the view of the project team, the timing and basis of the procurement proposed delivers the best balance between risk, control and reward for RBG.

### **Section 1.4.3**

*Not applicable as note only.*

## **6.5 Agree in principle to incorporate the Tramshed**

- Options:** include Tramshed in manner described; do not include Tramshed.
- Preferred:** include the Tramshed in the manner described.

**Reasons:** this is a one-off opportunity to integrate the Tramshed with the new leisure centre in a way that enhances the user experience of the Tramshed and the community benefits of the leisure centre. It also averts the need to invest in works to the existing plant and equipment.

## 6.6 Agree in principle to use compulsory purchase powers

**Options:** agree in principle to use compulsory purchase powers as recommended (along with attendant actions described in section 1.6.1 and 1.6.2); make a CPO under a single resolution in the future; decline to use powers.

**Preferred:** to proceed as recommended.

**Reasons:** the inclusion of land presently in third-party ownership is required for the delivery of a comprehensive scheme across the wider site which alone has the potential to deliver the best 'placemaking' solution and best viability outcome.

The Council could decide not to resolve in principle to use its compulsory purchase powers. It could instead decide to proceed with making a CPO under a single resolution to be made sometime in the future. However, in order to progress the Woolwich Leisure Centre Scheme, officers consider that it is appropriate to use a two-resolution approach due to the nature and extent of the interests to be acquired in the Woolwich Leisure Centre Scheme area and how an in-principle resolution will demonstrate the Council's commitment to the Woolwich Leisure Centre Scheme and to reaching early agreement with landowners.

The Council could resolve not to use its compulsory purchase powers at all. Whilst the Council and its property consultants would continue to seek to acquire all the necessary land interests and any new rights by agreement, again, the nature and extent of the interests to be acquired in the Woolwich Leisure Centre Scheme area means that the progress of acquiring the interests will be complex and slow, with no guarantee of success. The Woolwich Leisure Centre Scheme would therefore be delayed or even prevented from proceeding at all without the use of compulsory purchase powers.

## **6.7 Agree to the inclusion of Troy Court**

**Options:** include Troy Court in the scheme and approve the actions described; delay a decision on this; do not include Troy Court in the scheme.

**Preferred:** to proceed as recommended.

**Reasons:** as with the question of the inclusion of third-party owned land, the site of Troy Court is required for the delivery of a comprehensive scheme across the wider site which alone has the potential to deliver the best 'placemaking' solution and best viability outcome. To decline to approve this will preclude the preferred scheme and to delay a decision will have a serious impact on the programme for the delivery of the scheme for the residential element (with implications for the timing of receipts to RBG) and will prejudice the process of procuring a Residential Development Partner for reasons of uncertainty around what is deliverable.

## **6.8 Agree to extend the development budget**

**Options:** to approve the extension; not to approve the extension; to approve a different (lesser) figure.

**Preferred:** to approve the requested budget extension

**Reasons:** since extension is required to advance the next stage of work; to decline to do so will mean that work on the project will have to be suspended which will have a serious impact on the project programme. The budget extension has been costed in detail and the total is the amount necessary to advance the required work; to approve a lesser amount will likewise impact the scope, sequencing and programme.

## **6.9 Agree that the contents of the respective Appendices to be exempt from publication or remain confidential**

**Options:** to approve or not approve these requests.

**Preferred:** to approve the recommended requests.

**Reasons:** on the grounds set-out at section 1.9 above.

## 7. **Consultation Results**

The following consultations have been carried-out:

- Discussions with Vincent Road occupiers who have approached the council since January 2018: negotiations commenced in respect of prospective acquisitions of various properties
- Public consultation February/March 2019 on the proposals for the leisure centre: valuable and extensive feedback (over 2,000 responses) has informed the latest design work
- Meeting with Gurdwara Temple August 2019: positive response to proposals; further consultations to follow
- Door knock exercise at Troy Court September 2019
- Consultation with Troy Court Residents December 2019: residents advised of proposal to come before January 2020 Cabinet (further consultations to follow)
- Tramshed discussions November 2019 and earlier: proposal now to include Tramshed in scheme
- Further consultation and engagement with, as appropriate, the public and specific stakeholders will be carried-out as the scheme progresses.

## 8. **Next Steps: Communication and Implementation of the Decision**

If the recommended decisions are made, then the next steps are:

- Commence RIBA Stage 2 (and subsequently Stages 3 and 4) design work for the leisure centre building and, consistent with the procurement of a Residential Development Partner, for the residential element
- Continue work on viability assessment for the whole scheme
- Commence the procurement of the Main Contractor for the leisure centre building and the contractor (probably the Main Contractor again) for the demolition of Viscount House (along with works to the Tramshed potentially)
- Commence procurement of a Residential Development Partner
- Make re-appointments and new appointments to the design team and of client-side advisers in due course after novation
- Continue to work with the multidisciplinary design team and the Tramshed to develop designs for the theatre and its integration into the leisure centre project, and agree terms with the Tramshed for cost sharing and other matters

- Commence the necessary Equalities Impact Assessment, Statement of reasons for CPOs and other actions judged as required to progress the exercise of the council's compulsory purchase powers consistent with the decision taken at this Cabinet meeting
- Continue to negotiate with relevant property owners on Vincent Road and Helen Street
- Progress arrangements for securing vacant possession of Troy Court including consultation and engagement with residents
- Continue with other appropriate public consultation and engagement
- On planning, commence pre-application discussions with RBG Planning, GLA and other statutory consultees; further public consultation will take place during the planning process.

## 9. Cross-Cutting Issues and Implications

Issue	Implications	Sign-off
<p><b>Legal</b> including Human Rights Act</p>	<p>Under the Responsibility for Functions section of the Council's Constitution, Cabinet is authorised to take the decisions set out in paragraph 1.</p> <p>The Council has instructed Sharpe Pritchard LLP, external solicitors, to advise on the legal implications of this report. The following paragraphs have been provided by Sharpe Pritchard and the Council is entitled to rely upon this advice.</p> <p>1. The first part of this section relates to the compulsory purchase recommendation 1.6. Under section 226 (1) (a) of the Town and Country Planning Act 1990 (as amended by section 99 of the Planning and Compulsory Purchase Act 2004) a local authority may be authorised to compulsorily acquire any land in its</p>	<p>Sangita Arya Assistant Head of Legal Services, (Property and Regeneration) 24th December 2019</p>

	<p>area which is suitable for and required in order to secure the carrying out of development, redevelopment or improvement. This power is designed to facilitate regeneration projects and, is the most appropriate power available to the Council in the context of the proposed development.</p> <p>2. Section 226 (1)(a) enables a local authority to exercise its CPO powers if it thinks that the land in question will facilitate the carrying out of development, redevelopment, or improvement on, or in relation to, the land being acquired and it is not certain that it will be able to acquire it by agreement.</p> <p>3. The Council, in exercising its power under this section must have regard to Section 226 (1) (A) which states: <i>“But a local authority must not exercise the power under paragraph (a) of subsection (1) unless they think that the development, redevelopment or improvement is likely to contribute to the achievement of any one or more of the following objects:-</i></p> <ul style="list-style-type: none"> <li><i>(a) The promotion or improvement of the economic well-being of their area;</i></li> <li><i>(b) The improvement of the social well-being of their area;</i></li> <li><i>(c) The promotion or improvement of the environmental well-being of their area”.</i></li> </ul> <p>4. It is considered that the use of this section is the most appropriate having regard to the aims sought to be achieved by the Woolwich Leisure Centre Scheme. Consideration has been given to the well-being objectives</p>	
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	<p>under section 226(1) (a) of the 1990 Act in relation to the Council's aspirations for the Woolwich Leisure Centre Scheme. It is considered that the development will assist the Council in promoting and improving the economic, social and environmental well-being of this area of Woolwich.</p> <p>5. Section 13 of the Local Government (Miscellaneous Provisions) Act 1976 provides that in all cases where an authority is authorised to acquire land, it may, under the CPO, be authorised to acquire specific rights over land, for example, crane oversail rights.</p> <p>6. The Human Rights Act 1998 places direct obligations on public bodies such as the Council to demonstrate that the use of compulsory purchase powers is in the public interest and that the use of such powers is proportionate to the ends being pursued.</p> <p>7. When the Council resolves to make a CPO, the Council will need to be sure that the purpose for which the land interests are required sufficiently justifies (or can be sufficiently justified in due course) interfering with the human rights of those with an interest in the land affected. It is acknowledged that the compulsory acquisition of the land within the Woolwich Leisure Centre Scheme area will amount to an interference with the human rights of those with an interest in the land. These include rights under Article 1 of the First Protocol of the European</p>	
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	<p>Convention on Human Rights (“<b>the ECHR</b>”) (which provides that every natural or legal person is entitled to peaceful enjoyment of his possessions) and Article 8 of the ECHR (which provides that everyone has the right to respect for his private and family life, his home and his correspondence).</p> <p>8. When preparing the case for the CPO, officers will keep in mind and in due course advise the Cabinet about the need to balance the public interest and the individual’s rights and that any interference with these rights will be necessary and proportionate. “Proportionate” in this context means that the interference must be no more than is necessary to achieve the identified legitimate aim. As part of the investigations that will be undertaken ahead of making any CPO will be an investigation into the effect on those with land interests in the Woolwich Leisure Centre Scheme area, and this will be fully taken into account before a final decision is made as to whether or not to put forward a resolution for the making of a CPO.</p> <p>9. Turning to the procurement and contractual matters, the Council’s Contract Standing Orders authorise Chief Officers to make decisions about the commencement of procurements, the scope and form of such procurements and the consequential award of contracts. However, it is still open to Cabinet to make strategic decisions as to the</p>	
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	<p>scope of such procurements. Recommendations 1.3.1 and 1.3.2 see Cabinet taking decisions on the mix of facilities at the Centre and for the procurement to commence. The Chief Officer will need to decide upon issues such as how the Centre will be managed after its construction, the procurement process to be used (including whether to use the framework described in the report) and the award criteria (though if a framework is used then the rules of the framework will need to be followed). This procurement will exceed the EU threshold for works and so will need to comply with the Public Contracts Regulations 2015 (which can be by way of a compliant Framework). The requirements of Contract Standing Orders will also need to be followed.</p> <p>10. In relation to recommendation 1.4, this concerns the procurement of a development partner. As one of the alternatives discussed, the use of a development agreement is proposed. It is well established in case law that the procurement of a development partner by way of development agreement going beyond a mere land transaction sees the Council awarding a public works contract pursuant to the Public Contracts Regulations 2015, and on the basis that the works threshold will be exceeded, these Regulations will need to be followed (which can be by way of a compliant Framework). The requirements of Contract Standing Orders will also need to be followed.</p>	
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	<p>11. Recommendation 1.5 concerning the Tramshed is again a strategic decision with no particular legal consequences beyond ensuring that this is then reflected in the scope of the works contract for the Leisure Centre scheme.</p> <p>12. In relation to recommendation 1.7 on Troy Court, once the Secretary of State has consented to the redevelopment scheme under Part V of Schedule 2 of the Housing Act 1985, then the existence of this approval is a ground for possession of any individual dwelling pursuant to ground 10A of Part II of Schedule 2 to the 1985 Act, provided that suitable alternative accommodation has been made available. It is important that the required statutory consultation process set out in paragraph 2 of Part V is followed, as it is expressly stated that any general consultation carried out under section 105 of the 1985 is not sufficient. The Secretary of State is able to grant approval for a redevelopment scheme subject to conditions.</p> <p>13. Recommendation 1.8 recommends an extension to the development budget. This needs to be approved within the requirements of Financial Regulations (see Finance comments below).</p> <p>14. It should also be noted in relation to recommendations 1.3 and 1.4 that no tenders may commence in relation to a capital scheme without the approval of Council for that scheme (paragraph B5.3 of Financial</p>	
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	<p>Regulations within part 4F of the Constitution).</p> <p>15. Paragraph 1.9 of this report recommends that the contents of the Appendices to this report not be published. Where this recommendation is agreed, the most relevant exemption on which to rely is paragraph 3 of Schedule 12A to the Local Government Act 1972 (Information relating to the financial or business affairs of any particular person).</p> <p>16. Recommendations 1.1 and 1.2 are for noting only and have no legal effect.</p>	
<p><b>Finance</b> and other resources including procurement implications</p>	<p>Cabinet are requested to approve a number of recommendations in respect of the Woolwich Leisure Centre Scheme following further development work undertaken by officers, external design team and professional advisors.</p> <p>Proposals are based on the preferred Model 2 scheme for the leisure centre, which, along with enhanced activity and community offer, has been subject to business modelling in order to demonstrate sustainability. A number of recommendations are made which require an increase in the budget envelope to facilitate the progression of the project. The preferred procurement and delivery routes provide the council with control over design development whilst allowing for risk management and co-ordination with the residential development. Funding proposals are in development for the scheme, over and above the allowances within the approved Capital Programme. Financing</p>	<p>Mike Horbatchewskyj, Accountancy and Business Change Manager, 31<sup>st</sup> December 2019</p>

	<p>considerations include the realisation of additional disposal receipt and level and timing of the residential land value receipt noted in the report above. Prudential borrowing may be required to support the delivery of the project, including cash flow requirements arising from the potential deferred receipt of the above.</p> <p>Viability assessments have been undertaken using a range of project parameters, which supports the proposal to utilise compulsory purchase powers for further site assembly. Costs will ultimately be reimbursed through the residential development agreement; however, as with the leisure scheme above, there will be some short-term cash-flow implications. These will be set out in the future report to Cabinet for the selection of the preferred development partner.</p> <p>The inclusion of the Tramshed within the scheme would result in a further uplift in the required budget envelope. Resourcing requirements and taxation considerations arising from any third-party contributions will be considered with the wider leisure centre scheme.</p> <p>Secretary of State consent will be required, subject to the approval of the wider site assembly proposal, which will be supported by the project viability assessments and underlying business case. The financial implications arising from the cessation of lettings along with decant costs and relocation costs will need to be considered within the</p>	
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	<p>Housing Revenue Account (HRA). Furthermore, the appropriation of land from the HRA to the General Fund (GF) will be subject to a further delegated decision, where the financial implications will be set out in detail. The timing of the appropriation will need to balance the needs of the Leisure Centre Project and wider land transfer requirements underpinning the capital programme, and specifically the Greenwich Builds scheme. Modelling of the appropriations will seek to achieve, where possible, a cost neutral position within both the GF and HRA.</p>	
<p><b>Equalities</b></p>	<p>Decision-makers are reminded of the requirement under the Public Sector Equality Duty (s149 of the Equality Act 2010) to have due regard to</p> <ul style="list-style-type: none"> <li>(i) eliminate unlawful discrimination, harassment, victimisation and other conduct prohibited by the Act,</li> <li>(ii) advance equality of opportunity between people from different groups, and</li> <li>(iii) foster good relations between people from different groups.</li> </ul> <p>The decisions recommended through this paper could directly impact on end users.</p> <p>An equalities impact assessment will commence in the next phase of the project and the results of this will be presented at a future Cabinet. The following paragraphs have been provided by Sharpe Pritchard and the Council is entitled to rely upon this</p>	<p>Sangita Arya Assistant Head of Legal Services (Property and Regeneration) 24<sup>th</sup> December 2019</p>

	<p>advice.</p> <p>The Public Sector Equality Duty (“<b>the Duty</b>”) is a responsibility laid on the Council by the Equality Act 2010 (“<b>the Equality Act</b>”). It consists of a general equality duty and specific duties, which help authorities to meet the general duty. In summary, those subject to the Duty, must in the exercise of their functions, have due regard to the need to:</p> <ul style="list-style-type: none"> <li>• eliminate unlawful discrimination, harassment and victimisation and other conduct that is prohibited by the Equality Act.</li> <li>• advance equality of opportunity between people who share a characteristic and those who don't.</li> <li>• foster good relations between people who share a characteristic and those who do not.</li> </ul> <p>The Duty covers age, disability, sex, gender reassignment, pregnancy and maternity, race, religion or belief and sexual orientation (these are the ‘protected characteristics’).</p> <p>The Equality Act sets out that having due regard for advancing equality involves:</p> <ul style="list-style-type: none"> <li>• removing or minimising disadvantages suffered by people due to their protected characteristics.</li> <li>• taking steps to meet the needs of people from protected groups where these are different from the needs of other people.</li> <li>• encouraging people from protected groups to participate in public life or in other activities</li> </ul>	
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	<p>where their participation is disproportionately low.</p> <p>The Equality Act states that meeting different needs involves taking steps to take account of the impact of different experiences (for example, addressing different forms of disability). It describes fostering good relations as tackling prejudice and promoting understanding between people from different groups. It states that compliance with the Duty may involve treating some people more favourably than others.</p> <p>The Equality Act requires the Council to have a ‘continuing and ongoing regard’ for this Duty. It can show this regard in a range of ways as the Equality Act is not prescriptive on this matter, but the most common is to conduct Equalities Impact Assessment (<b>EqIA</b>) at key decision points.</p> <p>As part of the CPO preparation work an EqIA will be undertaken on the potential impact and mitigation strategy of the proposal.</p>	
<b>Risk management</b>	A Project Risk Register has been prepared and will be maintained throughout the project.	Chris Read Regeneration & Development Manager, 2 <sup>nd</sup> December 2019
<b>Environment and sustainability</b>	The design of the leisure centre building will be targeting a BREEAM Excellent rating; in doing so, it will be striving to meet a very high standard of design and construction with respect to environment and sustainability in terms both of the delivery of the building and its future use.	Chris Read Regeneration & Development Manager, 2 <sup>nd</sup> December 2019

<p><b>Health and Safety</b></p>	<p>The new leisure centre project will be notifiable under CDM 2015 regulations. As such, a Principal Designer will be appointed to ensure a suitable design solution is achieved having regard to the requirements of the regulations. When appointed, the Main Contractor will act as the Principal Contractor, developing a construction phase health and safety plan for the approval of the Principal Designer.</p>	<p>Chris Read Regeneration &amp; Development Manager, 2<sup>nd</sup> December 2019</p>
<p><b>Health and wellbeing</b></p>	<p>The new Woolwich Leisure Centre Scheme will impact on all the people who live, work and learn within the borough.</p> <p>‘Active people, Active lives’ from Sport England data (2018/19) for Greenwich reports that 62.1% (138,700 people) are active in sport and physical activity; 15.9% (35,500) are slightly active; and 22% (49,000) are inactive and do no physical activity or sport. People who take part in physical activity/sport on a regular basis have a 35% reduced risk of coronary heart disease and a 30% probability of longer life expectancy. The new Woolwich leisure centre is intended to target those inactive residents of the borough, but also to support all the residents of Greenwich to be happier, healthier and more active.</p> <p>The public consultation of February/ March 2019 drew-out the following themes in terms of health and wellbeing; the design of the leisure centre with have regard to these to attract users and to maximise the potential of the new facility to benefit health and wellbeing;</p>	<p>Tim Hetherington Head of Sport, Leisure, Libraries and Adventure Play Service</p>

	<ol style="list-style-type: none"><li><b>1.</b> The importance of the health and wellbeing agenda for many residents - this includes the desire for supplementary health activities such as meditation, mindfulness and improved nutrition guidance. This highlights the need to plan for provision of studio space for dedicated classes as well as the potential to have healthy food options available in the café.</li><li><b>2.</b> The focus of residents, stakeholders and partners to increase levels of physical activity for those who are inactive as well as those who are active.</li><li><b>3.</b> Supporting those starting their journey to become physically active, particularly young people.</li><li><b>4.</b> Ensuring that the physical design of the new facility meets the borough's commitment to equality, inclusion and access in terms of design, and technical compliance with national standards, targeting the needs of disabled people, older people and those most vulnerable.</li><li><b>5.</b> Ensuring that affordability of the new centre is not a barrier to access to those across the socio-economic spectrum in Woolwich.</li><li><b>6.</b> Many residents and stakeholders understood the likelihood of a wide diversity of demand that will be placed on the new facility and to this end there is a need for the centre to provide for:<ul style="list-style-type: none"><li>• Full public use - anticipating high volume and needing robust facilities</li></ul></li></ol>	
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	<ul style="list-style-type: none"> <li>• Centre membership that targets the demands of regular and frequent users</li> <li>• Casual users, taking up activities on a 'pay and play' basis</li> <li>• The need for integrated facilities for all and, in contrast, separate facilities for some, recognising the diverse needs of gender, age, ethnicity, culture, faith and disability</li> <li>• Family provision access, recognising appropriate pricing and facilities</li> <li>• Clubs and associations that build on the local community networks and organisations in the borough</li> </ul> <p>7. There was a strong desire to 'future proof' the facility and, enable the flexibility of space and facilities and maximise the variety of uses and activities available.</p>	
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## 10 Report Appendices

10.1 The following documents are to be published with and form part of the report:

- Appendix 1: Leisure centre: conclusions summary of design development
- Appendix 2: Financial considerations
- Appendix 3: Compulsory purchase: proposed land acquisition boundary
- Appendix 4 Residential Development Partner procurement
- Appendix 5 Troy Court consultation

## 11. **Background Papers**

190123 Cabinet Report: Woolwich Leisure Centre - Updated Delivery Proposal

190417 Cabinet Report: Woolwich Leisure Centre – Community Consultation Results and Wider Scheme Update

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