

**REPORT TO: WEST OF ENGLAND
COMBINED AUTHORITY COMMITTEE**

DATE: 14 October 2022

**REPORT TITLE: BRISTOL TEMPLE QUARTER REGENERATION
PROGRAMME (BTQRP)**

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Purpose of Report

Temple Quarter is one of the largest regeneration programmes in England and will bring about dramatic improvements to Temple Meads Station, including three new entrances to the station in the north, south and east, hugely improving access to the station from across the city. Combined with improvements to the surrounding areas of Mead Street Redcliffe Way, the project will create a world-class gateway to the West of England, set against the backdrop of Brunel's historic Grade 1 listed station.

The West of England Combined Authority (Combined Authority) signed a Grant Funding Agreement (GFA) with Homes England (HE) on 12 April 2022 to bring £94.7m into the region to specifically deliver 2,473 homes around the Station along with a significant upgrade to Bristol Temple Meads Station and the station's car parks (Phase 1), up to 2200 new jobs, as well as 48,000 sqm of commercial and retail space. Subsequent funding will be required to deliver Phase 2 which will ultimately deliver a combined total of 10,000 homes in Bristol Temple Quarter and St Phillips Marsh area. The West of England Combined Authority (Combined Authority) and 3 other public sector partners, Homes England (HE), Bristol City Council (BCC) and Network Rail (NR)- have been working closely to set up and take the programme forward over the past 18 months (see attached scheme plan in Appendix A).

The HE GFA of £94.7m requires the Combined Authority to enter into a "back-to-back" funding agreement with local partners BCC and NR by the 31st of October. This has resulted in a Collaboration Agreement between all four partners (HE, Combined Authority, BCC and NR) as well as bilateral Flowdown Agreements that are explicitly subject to the Collaboration Agreement.

HE has set a deadline to enter into these agreements by the 31 of October 2022 as set out in the GFA between the Combined Authority and principal partners. These agreements need collectively to be entered into by the 31 of October 2022 to drive forward one of the largest regeneration programmes in England. Committee should note that we are still awaiting final sign off from HE in respect of the flowdown and collaboration agreements.

Programme Level

- **Recommendation 1:** Further to Committee approval in July 2022 – the Committee approve the grant funding flowdown agreements as summarised in section 1.2 of this report, between Combined Authority and BCC, and between Combined Authority and NR and delegate authority to the Director of Infrastructure in consultation with the Director of Investment and Corporate Services to negotiate and agree any final modifications.
- **Recommendation 2:** The Committee approve the Collaboration Agreement between Combined Authority, BCC, NR and HE and delegate authority to the Director of Infrastructure in consultation with the Director of Investment and Corporate Services to negotiate and agree any final modifications.
- **Recommendation 3:** The Committee approve the risk sharing arrangements between the four principal partners, as set out in paragraph 1.4, in relation to the BTQRP funding of £94.7m.
- **Recommendation 4:** The Committee requests further reports at appropriate points in the programme in relation to those parts of Phase 1 of BTQRP for which NR/BCC become the client/lead delivery partner, setting out in detail all aspects of delivery, the financial arrangements, associated project risk and how those risks will be borne and mitigated.
- **Recommendation 5:** The Committee approve the use of £6.6m of the GFA funding to deliver the next stage of the programme as set out in section 1.6 of this report.
- **Recommendation 6:** The Committee approve the use of £6.863m of additional Investment Funding to fully resource the Joint Delivery Team through to 2026/27 in order to deliver the next stage of the programme.

Voting arrangements

Decisions require majority agreement of Committee Members in attendance, or their substitutes (one vote representing each Authority) and including the West of England Combined Authority Mayor.

1 BTQRP

1.1 Background

The Combined Authority working with BCC and NR bid for and were awarded £94.7m of funding to support the regeneration of the area surrounding Temple Meads station in April 2022. The funding will allow for the creation of three new access/egress points to the station and allow for the creation of several development sites capable of supporting around 2,500 new homes, 2200 new jobs, and 48,500 square metres of commercial floorspace all served by high quality public spaces. Phase one housing outputs are due to complete in fy 2029/30. The terms on which the funding can be drawn down are contained in a grant funding agreement between HE and the Combined Authority dated 12 April 2022 (GFA).

The GFA requires the Combined Authority to enter two separate Flowdown Agreements with BCC and NR respectively to set out their respective obligations as the principal delivery partners (HE themselves could also be a delivery partner in certain circumstances and, if so,

would take on commensurate obligations). In addition, it is the intention of the parties to procure a joint venture development partner to take forward the delivery of homes and commercial floor space, which will have the effect of further mitigating any residual risk remaining with the four principal partners. In addition, the partners will also be looking at the potential option of setting up a public sector sponsored company. Both exercises will be the subject of further reports to the Committee.

The three partners (the Combined Authority, BCC and NR) have agreed to work together on Phase 1 of BTQRP and to share programme level risk as set out in the legal section (1.4) of this report, which currently falls entirely on the Combined Authority under the GFA. The partners intend to achieve a sharing of programme level risk by entering into a Collaboration Agreement to sit alongside the Grant Funding Agreement and the Flowdown Agreements. If the Collaboration and Flowdown Agreements are not entered into, then the Combined Authority will remain solely responsible for delivering the infrastructure, housing and commercial outputs set out in the GFA, and all related risk will therefore remain with the Combined Authority.

The expectation is that, in accordance with the terms of the Collaboration Agreement, the partners would develop detailed delivery plans and business cases for the individual projects making up Phase 1 of BTQRP, and at that point take on relevant project risk in the normal way. This work is expected to take around 12-18 months to complete. Once completed, a further report will be submitted to Committee seeking approval for the onboarding of project risk in relation to those parts of Phase 1 which NR and BCC would be responsible for delivering.

HE has agreed to forward fund the development of those delivery plans and business cases. Should build cost inflation or other unforeseen circumstances render Phase 1 of BTQRP undeliverable within the £94.7m cost envelope, the partners (other than HE, which is not taking any cost risk) have the option to 'step away' with no blame attached, assuming all parties have exhausted every avenue to ensure the programme remains deliverable. In this event the Combined Authority, BCC and NR could be liable to repay a total of £6.6m (split 3 ways i.e., £2.2m each) advanced by HE through the GFA to fund the development of delivery plans and business cases referenced above. This potential repayment however would only be enacted in the event of Fundamental Default under the GFA, an event which is currently collectively deemed to be unlikely to occur (further detailed in Section 1.10 of this report).

1.2 Flowdown Agreement

The GFA requires the Combined Authority to enter into funding agreements with local partners (BCC and NR) by the 31 of October. This has produced both a Collaboration Agreement between all four partners and bilateral Flowdown Agreements with NR and BCC that are explicitly subject to the Collaboration Agreement. These arrangements are an essential part of our strategy to mitigate risk within the GFA.

The Flowdown Agreement is the mechanism that will enable the Combined Authority to flow down the funding it receives from HE to BCC/NR together with certain obligations, responsibilities and risks under the GFA, albeit subject to the terms of the separate Collaboration Agreement and which will include the conditions that will need to be met for BCC/NR to draw down funding to cover the costs of delivering the Infrastructure Items.

BCC/NR also agree to use reasonable endeavours to help deliver the Housing Outputs and Commercial Outputs. The expectation is that the parties will enter into an initial Flow Down Agreements (together with the Collaboration Agreement) by the end of October signalling its general agreement to key aspect of the programme (eg the reinvestment strategy and the Outcomes), but that further modified flow down agreements (together with grant offer letters)

will be entered into when the parties agree the detail of relevant Delivery Plans for each Infrastructure Item and secure the funding.

Recommendation 1: Further to Committee approval in July 2022 – the Committee is asked to approve the grant funding flowdown agreements as summarised in section 1.2 of this report, between Combined Authority and BCC, and between Combined Authority and NR and delegate authority to the Director of Infrastructure in consultation with the Director of Investment and Corporate Services to negotiate and agree any final modifications.

1.3 Collaboration Agreement

A legally binding collaboration agreement (**Collaboration Agreement**) with NR, HE and the Combined Authority will set out how the partners will work collaboratively for the duration of the whole BTQRP, with the aim of satisfying the delivery obligations under the GFA and the Flowdown Agreements. The Collaboration Agreement recognises HE, BCC and NR's role as landowner and delivery partner in the scheme as well as providing grant under the GFA.

The Collaboration Agreement sets out a process for a partner to be responsible for producing a delivery plan for each Infrastructure Item in return for payment of delivery plan costs (Delivery Plan) and to present these to the Combined Authority and partners for approval. Each Delivery Plan will set out the party who will be responsible for delivering each element of the Infrastructure Item, detailed costs, any land assembly arrangements and a risk allocation. When a Delivery Plan is agreed between the parties, the relevant party will then be responsible for the delivery of the agreed element of the Infrastructure Item pursuant to a Flowdown Agreement and grant offer letter. At this point any cost overrun, unless agreed otherwise will rest with the delivery partner.

Under the Collaboration Agreement the parties agree to work together to mitigate and manage any cost increases and cost overruns. Combined Authority, BCC and NR also agree to share programme delivery risk i.e., the risk arising prior to agreement of the Delivery Plans. If a Delivery Plan is not agreed between the parties or the Infrastructure Item(s) cannot be delivered for the agreed sum, then the modified Flowdown Agreement will not be agreed, the project does not progress, and the parties will not proceed with the Infrastructure Item and no party is liable to incur any further costs. The Collaboration Agreement also contains a commitment to explore potential joint venture working arrangements and a joint delivery partner to aid delivery of the programme.

Recommendation 2: The Committee is asked to approve the Collaboration Agreement between Combined Authority, BCC, NR and HE and delegate authority to the Director of Infrastructure in consultation with the Director of Investment and Corporate Services to negotiate and agree any final modifications.

1.4 Risk Sharing Arrangements

The Grant award of £94.7m to the Combined Authority from HE is that the Combined Authority is accountable for all cost overruns and for flowing down the grant terms with BCC and NR. To mitigate this risk, the Combined Authority has adopted a strategy which involved negotiating an overarching collaboration agreement with BCC, NR and HE and Flowdown Agreements with BCC and NR, which seek to establish a limit of liability for initial works and a no blame 'step away' clause in the last instance (if the infrastructure outputs under the GFA cannot be delivered within the funding envelope). A summary of the key points is set out below.

It is important to note key risks regarding entering the Collaboration and Flowdown Agreements at this stage, over and above those standard risks associated with infrastructure delivery:

- a) **Programme and cost risk.** Without the Collaboration and Flowdown Agreements being put in place, the Combined Authority as grant recipient under the GFA is solely responsible for complying with the terms of the GFA and therefore assumes all risk for delivering the specified infrastructure and related housing and commercial outputs, including any cost overrun and delivering the project outputs within that budget. The costs within the programme have been reviewed by Mott McDonald in March 2022. Each project has an allocated contingency. The Joint Delivery Team will be responsible to the Strategic Board to actively manage scope, cost, and

programme to ensure delivery within budget. If partners request additional scope changes, further funding will need to be sought. Inflation risk will require significant focus.

- b) **Completing Collaboration and Flowdown Agreements.** If the Combined Authority is unable to enter into the Flowdown Agreements by 31 October 2022, under the current GFA if enforced it will need to repay to HE all funding claimed under the GFA, which will have a reputational impact on the region's ability to collaborate and deliver. Although the Collaboration Agreement is not a condition of the GFA, the partners have decided that it is necessary as part of the Flowdown arrangements in order to share risk. It is therefore closely related to the Flowdown Agreements and so should also be entered into by 31 October 2022 to protect the Combined Authority as signatory to the GFA.
- c) **Fundamental Default / Grant Funding Agreement.** There is a specific risk of clawback under the GFA in that HE can require the Combined Authority to repay "Grant Funding" in certain circumstances. This is being mitigated by entering into the Collaboration and Flowdown Agreements, with the Collaboration Agreement varying the GFA and placing a cap on the amount of grant that can be clawed back from each of the Combined Authority, BCC and NR. The cap has been calculated by reference to the Combined Authority's potential exposure under the GFA.

The bilateral Flowdown Agreements (between the Combined Authority and BCC and between the Combined Authority and NR) are intended to be on a flowdown basis with the GFA, thereby flowing risk down from the Combined Authority to its local partners. The risk share arrangements in the Collaboration Agreement vary the GFA and would therefore also reduce the exposure of BCC and NR under their respective Flowdown Agreements. Whilst legally binding on "day one", the Flowdown Agreements will potentially need to be revisited as the Delivery Plans are prepared to ensure that they remain appropriate to the delivery structure adopted for each infrastructure output under the GFA.

Whilst the objective is that one form of Flowdown Agreement will be agreed, HE have acknowledged that NR's Flowdown Agreement may differ from BCC's agreement, given the status of NR as an Executive non-departmental public body sponsored by the Department for Transport (DFT). Homes England is an executive non-departmental body sponsored by the Department for Levelling Up and Communities (DHLUC).

Given the scale of the BTQRP, the Combined Authority and UA Directors of Infrastructure and S151/S73 officers will undertake periodic risk awareness and mitigation reviews of the BTQRP at Programme Review Board. This will include a review of the risk register and mitigations work undertaken at the BTQ Programme Board.

Recommendation 3: That the Committee approve the risk sharing arrangements between the four principal partners, as set out in paragraph 1.3, in relation to the BTQRP funding of £94.7m.

Recommendation 4: That the Committee requests further reports are provided at appropriate points in the programme in relation to those parts of Phase 1 of BTQRP for which NR/BCC become the client/lead delivery partner, setting out in detail all aspects of delivery, the financial arrangements, the associated project risk and how those risks will be borne and mitigated.

1.6 Use of Preliminary funds to develop Delivery Plans

The partners will work closely together over the next 12 to 18 months to develop delivery plans for each infrastructure item under the GFA. This will use the preliminary costs available under the GFA (£6.6m) and will provide details of the arrangements as to the land assembly requirements applicable to the Infrastructure Item; and the proposed risk allocation in relation to potential costs incurred in delivering that Infrastructure Item.

Recommendation 5: That the Committee approve the use of £6.6m of the GFA funding to deliver the next stage of the programme as set out in section 1.6 of this report.

1.7 Public Sector Equality Duties

The BTQRP will be subject to Equalities Assessment on a project-by-project basis to ensure that the programme is delivered in accordance with the Public Sector Equality Duties.

1.8 Funding Considerations:

In addition to the £94.7m under the GFA, proposals for the funding of the Joint Delivery Team (JDT) have been put forward, requesting an additional £6.863m of Investment Fund funding to supplement the GFA funding for JDT resource and TQ activities (with a £7.843m total, of which £980k of already approved funding would be rolled forward from the original investment ask of £2.226m). The total funding ask will support the delivery of the BTQPR over 2023/24 to 2026/27 reflecting the period over which the GFA funding must be spent. The Investment Fund is only confirmed until 25/26 and further funding will be subject to a Gateway Review concluding in early 2026, unless necessary JDT funding is rolled forward from its last year. The £6.86m can be accommodated from the funding within the approved programme allocated for Bristol Temple Meads Eastern Entrance, now not required owing to the HE funding.

Spending Profile (£)

Year	22/23* (£M)	23/24 (£M)	24/25 (£M)	25/26 (£M)	26/27 (£M)	Total (£M)
Investment Fund- JDT Resourcing	0.809	0.876	0.934	0.996	1.061	4.676
Investment Fund- Other Activities	0.536	1.475	1.150	0.826	0.425	4.412
Additional Investment Fund Ask	0.100	1.371	2.084	1.822	1.487	6.863
Total Investment Fund	1.345	2.351	2.084	1.822	1.487	9.089**

*

22/23 JDT Resourcing funding was secured from December 2021 IF (£2.226m Total).

**The total ask of the IF over this period is £9.089m, as £2.226m has already been awarded. The additional ask is 6.863

At the 2 July 2021 Temple Quarter Strategic Board, it was agreed to progress a £7.84m bid to the Combined Authority to support the delivery of priority projects within TQRP. The first

tranche of this funding, totalling £2.226m from the Investment Fund, was approved in December 2021, with the view that the remaining funding would be sought during 2022.

Whilst the awarded GFA funding supports an element of programme resourcing, it does not support the full JDT costs or wider workstreams necessary to successfully deliver a programme of this scale. Partners were aware the GFA funding would not cover JDT and other necessary workstreams costs, and the intention was if the GFA was approved several funding opportunities would be explored to support the programme.

In addition to JDT staffing, the other JDT activities include;

- Planning Performance Agreement to provide capacity to Local Planning Authority to process TQRP applications and strategic planning policy.
- St. Philip's Marsh Master planning including a planning strategy, land assembly strategy, development strategy, etc.
- Valuations Fees
- Programme Wide Utilities Strategy
- Employment and Skills Strategy Support
- Cultural Strategy
- Urban Design work related to third Part Development Schemes
- Communication, Consultation, Engagement and Branding Strategy implementation support
- Marketing Suite
- Social Value Strategy
- Green Infrastructure Strategy
- Programme wide Cycle Strategy
- Programme wide Wayfinding Strategy
- Public Transport and Car Parking Strategy
- Design Guide
- Climate Change and Sustainability Strategy
- Waste Relocation Strategy
- Business Case Development
- Meanwhile Use Strategy/opportunities

Partners have pushed for a bid into the IF arguing it is the most feasible option citing their significant financial pressures, given the intention to bid for the second tranche of funding was highlighted in the 2021 funding application.

The Combined Authority are a significant partner in the programme through the GFA for £94.7m and through the funding of the JDT. The partners are all landowners and have committed to making their lands and assets available to deliver the TQRP. The details of these land commitments are contained in a high-level document called the reinvestment strategy. The partners will now work on a more detailed specific land transfer agreement document.

Recommendation 6: The Committee approve the use of £6.863m of additional Investment Funding to fully resource the Joint Delivery Team through to 2026/27 in order to deliver the next stage of the programme

1.9 Financial Implications

The table below sets out the high-level areas of expenditure and profile of the £94.7m GFA funding by the main work packages. The sum of £8.353m has already been claimed from HE for the Eastern entrance works to date.

Item	Historic Costs	22/23 (£M)	23/24 (£M)	24/25 (£M)	25/26 (£M)	26/27 (£M)	27/28 (£M)	TOTAL (£M)
Northern Entrance	-	0.523	0.544	8.004	5.518	5.886	-	20.476
Southern Gateway	-	0.539	0.562	3.246	15.453	-	-	19.801
Eastern Entrance	7.736	5.512	6.600			-	-	19.848
Enabling Works, Land Assembly and Delivery	-	0.607	0.652	0.669	25.360	3.527	3.765	34.580
TOTAL (£M)	7.736	7.181	8.358	11.919	46.332	9.413	3.765	94.705

The table below shows the Additional funding required for the JDT from 2022 to 2027 from Investment Fund award, as detailed in section 1.8 of this report, and who will be hosted by the Combined Authority. This includes the rolling forward of 980k from the original 2.226m of investment fund provided in December 2021.

Item	22/23 (£)	23/24 (£)	24/25 (£)	25/26 (£)	26/27 (£)	Total (£)
JDT Staff	-	876,163	934,421	996,092	1,061,347	3,868,023
JDT Other Activities	100,000	1,475,000	1,150,000	825,000	425,000	3,975,000
					Total	7.843

HE has indicated they will agree that they will not reclaim the £7.7m of historic expenditure associated with the Eastern Entrance. This is an essential element of this deal to minimise risks of clawback from the partners on expenditure that has already been spent appropriately.

A key financial risk to consider is in the event of a fundamental default. The West of England Combined Authority may be liable for £2.2m (of the £6.6m available through the GFA for Preliminary costs) in the event of fundamental default. The specifics of fundamental default are detailed in section 1.4 and 1.10 of this report. BCC and NR would be at risk of £2.2m each as well in such an event.

1.10 Legal Considerations:

The Combined Authority Director of Law has instructed the firm Bevan Brittan to act as legal advisors to the Combined Authority on the suitability of the GFA from HE; the drafting of the Collaboration Agreement between all partners and the drafting of the Flowdown Agreements from the Combined Authority with NR and BCC.

On the basis of the advice of Bevan Brittan the Director of Law is satisfied that the Combined Authority has the power to enter into these arrangements and has made reasonable provision to safeguard its legal position.

Bevan Brittan's legal commentary on the status of these documents is contained below and in Section 1.4 of this report.

The recommendations in this report are in pursuance of the Combined Authority's Core Strategic Functions and objectives, as provided for in its Constitution.

The Combined Authority has several economic regeneration powers to deliver the Temple Quarter Regeneration Programme including the following:

- Section 120 Local Government Act 1972 to buy land

- Section 226 - 241 Town and Country Planning Act 1990 to acquire, appropriate and develop land
- Part 1 Housing and Regeneration Act 2008, to acquire land for housing and infrastructure
- Section 17 Housing Act 1985 to acquire land for housing purposes, and
- Miscellaneous other powers including the Localism Act 2011 and the Local Democracy, Economic Development and Construction Act 2009) to ‘top’ up the above powers.

Pursuant to Article 24 and Schedule 5 of the West of England Combined Authority Order 2017 (“the Order”), the Combined Authority may rely on the general power of competence at section 1 Localism Act 2011 for the purpose of economic development and regeneration. Pursuant to s.1113A of the Local Democracy, Economic Development and Construction Act 2009, the Authority may do anything it considers appropriate for the purposes of the carrying out of any of its functions (its “functional purposes”).

These powers allow the Combined Authority to enter into the agreements and discharge the functions that are the subject of this report.

Detailed legal advice on a project-by-project basis, including the undertaking of equalities impact assessments as necessary, will be necessary when seeking approval.

The GFA contains two types of “Event of Default” – a “Fundamental Default” and a “General Default.” In summary, a “Fundamental Default” means the occurrence of any of the following:

- a “Report¹” or “Direction²” is made;
- the Grant Recipient (i.e., Combined Authority) or where applicable any “Developer”, “Contractor”, subcontractor, employee, officer or agent commits any “Prohibited Act” (in respect of which the “Waiver Condition” has not been satisfied);
- there has been an act / omission on the part of the “Grant Recipient” or a “Developer” or any of its contractors (including “Contractors”) that in HE’s opinion (using its absolute discretion) harms the reputation of HE, the Brownfield and Investment Land Fund programme or brings them into disrepute.

There is a much longer list of possible events which constitute a “General Default” and these are not listed here. However, if HE is of the opinion (acting reasonably) that a “Fundamental Default” has occurred, HE can:

1. terminate the GFA in its entirety;
2. suspend or alter the timing of the payment of any “Grant Funding” for such period as HE will determine in its sole discretion;
3. withhold and cancel any further payment of “Grant Funding” due to Combined

¹ **Direction** means a direction by the Secretary of State under Section 15 of the Local Government Act 1999

² **Report** means a report under Section 114(3) or Section 114A of the Local Government Finance Act 1988 or Section 5 of the Local Government and Housing Act 1989;

Authority under the GFA;

4. require Combined Authority to immediately to repay the “Grant Funding” and all other amounts due under the GFA together with interest; and
5. reallocate or redirect such part of the “Grant Funding” (which has not yet been paid to Combined Authority) to such other person or for such purpose as HE in its discretion considers appropriate.

The remedies at points 1, 3 and 5 are also available to HE if it is of the opinion (acting reasonably) that a “General Default” has occurred and which is irremediable. None of these remedies for “General Default” require potential immediate repayment of “Grant Funding” and all other amounts due under the GFA with interest.

In addition, the GFA contains the following rights for HE to require repayment of any “Grant Funding” or other amounts provided to Combined Authority:

1. under the subsidy provisions (which is a common grant funding requirement);
2. if “Grant Funding” has been drawn down and HE then exercises the “break” right and related clawback rights (which is specific to this project and can be exercised if, for example, the Flowdown Agreements are not completed by 31 October 2022);
3. if HE considers “Grant Funding” was not spent on “Infrastructure Expenditure”, it has made an overpayment, or it has paid in excess of the “Maximum Sum” (which is a common grant funding requirement).

The GFA also contains a wide-ranging indemnity from Combined Authority to HE (again, reasonably common in grant funding arrangements) to cover any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to HE or otherwise or any claim by any third party arising out of or in the course of or caused or contributed to by Combined Authority and / or the performance or non-performance or delay in performance by Combined Authority of its obligations under any of the “GFA Documents” except:

1. to the extent that the same is due to any wilful neglect of HE;
2. for any expense, liability, loss, claim or proceedings arising directly or indirectly from or in connection with any breach of the terms of the GFA by or otherwise through the default or negligence of Combined Authority.

The Collaboration Agreement seeks to limit how much and in what circumstances HE can claw back grant from Combined Authority under the GFA, as well as set out the process for identifying the delivery partner for each of the Infrastructure Items. In particular, if at any time the outputs of the GFA are not capable of being delivered for an aggregate cost within the funding available, and no resolution is reached between the partners on what proactive mitigation strategies can or should be implemented, then these circumstances do not constitute an act / omission that harms (or has the potential to harm) the reputation of HE, the Brownfield and Investment Land Fund Programme or brings (or has the potential to bring) them into disrepute which would otherwise constitute a “Fundamental Default”. Additionally, the partners would agree all public communications on the subject and not ascribe fault to each other or otherwise apportion blame between them.

Further legal considerations on a project-by-project basis will be detailed when seeking approval.

1.11 Climate Change Implications

N/A

1.12 Land/property Implications

Land and property implications will be reported back on a project-by-project basis.

1.13 Human Resources Implications

Once funding is confirmed, the JDT will commence recruitment of several roles to stand up the resourcing of the JDT. Recruitment of a suitably qualified and experienced person to lead the JDT is already underway.

Further considerations on a project-by-project basis will be detailed when seeking approval.

1.14 Next steps

Further reports will be brought forward to this committee on the options to deliver the next stages of the BTQRP. Partners are exploring the establishment of a joint venture vehicle and/or jointly appointing a delivery partner.

Background papers:

CEOS MEETING – Bristol Temple Quarter – Grant Funding Agreement – March 2022

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Appendix A – Scheme Plan of Temple Quarter Regeneration Programme



