

[REDACTED]

15 May 2020

INFORMATION REQUEST REFERENCE 19-070

Dear [REDACTED]

Thank you for your information request, received on 8 November 2019. You asked the London Legacy Development Corporation (Legacy Corporation) to provide the following information under the Freedom of Information Act 2000 (FOIA):

"As noted within the E20 Board meeting minutes for the meeting held on 25th April 2017:

"6b) Stadium Handover and Asset Survey/Other LS185 Contractual Issues

- In particular, it was noted that LS185 have submitted in total 33 reports and that the process of resolving the dispute (if possible) should be simplified"

Please can you provide me with:

- The title of each of the identified 33 reports. The name of the company responsible for producing the 33 reports (if they are LS185 produced reports or the name of the company or business who has produced the report on behalf of LS185)

&

As noted within the E20 Board meeting minutes for the meeting held on 25th April 2017:

"Action 6b.2 - E20 to compose contingency plans with a realistic time frame and financial impact. One for stepping in for "work around solutions" and one in the event LS185 'down tools' "

Please can you provide me with copies of the aforementioned contingency plans."

I can confirm that the Legacy Corporation holds information relevant to your requests. Please find attached in **Annex A**: the list of 33 identified reports the company responsible for producing them and who the report was produced on behalf of.

The documents relating to the contingency plans are attached in **Annex B to E**.

Annex B: Contingency Plan slides for meeting 7 July

Annex C: Contingency Planning Session Document 1 – Log of LS185 non-compliance issues

Annex D: Contingency Planning Session Document 2 – Timeline using 1 August example

Annex E: Contingency Planning Session Document 3 – Review of Core team

Please be advised that information within these documents has been redacted under FOIA section 40 and section 43. The relevant exemption is identified within the redaction.

Section 40(2) –personal information

*(2) Any information to which a request for information relates is also exempt information if –
(a) it constitutes personal data which does not fall within subsection (1), and
(b) the first, second or third condition below is satisfied.*

It is the standard practice of the Legacy Corporation to redact personal information for those members of staff under Head of Service level, and for non-Legacy Corporation personnel unless consent to release the information has been received.

The section 40 exemption is absolute and is not subject to the public interest test. In this instance, the relevant condition that applies is section 40(2) whereby the information is defined as personal data within s.3(2) of the Data Protection Act 2018.

Section 43(2) - Commercial interests.

(2) Information is exempt information if its disclosure under this Act would, or would be likely to, prejudice the commercial interests of any person (including the public authority holding it).

Section 43(2) is a qualified exemption and subject to the prejudice test and the public interest test. Under the prejudice test we have to consider if disclosure of this information would, or would be likely to, prejudice our commercial interests or the commercial interests of a third party.

Consideration is also given to the harm disclosing this information would be likely to cause, combined with other information already in the public domain (mosaic effect) or possibly released at a future date (precedent effect). The public interest test considers and balances the public interest in disclosing this information against the public interest in not disclosing this information and uses this assessment to decide whether there is sufficient justification in withholding this information under this exemption.

Information disclosed under the FOIA is considered to be public information, and while there is a presumption towards disclosure, consideration needs to be given as to who will have access to this information beyond the requestor and the purposes for which they could use the information.

Prejudice to commercial interests

The Legacy Corporation has assessed the impact of releasing the information redacted under the exemption s.43 – commercial interests in order to decide whether disclosure would, or would be likely to, prejudice their commercial interests or those of any third party(ies). They have concluded that prejudice to commercial interests would be caused by disclosure so that the exemption is engaged.

The withheld information relates to future business strategies. Releasing the information currently redacted within this document under the commercial interest exemption would harm the effectiveness of the future strategies and business plans of the Legacy Corporation and E20.

Public Interest Test

There is, of course, a public interest in promoting transparency of public authorities' decisions and accountability, however, the disclosure of the information within **Annexes B and C** identified as commercially sensitive would be likely to prejudice commercial interests of E20 and the Legacy Corporation because they would reveal details which would be likely impact on the effectiveness of future business strategies and this would impact on E20 and the Legacy Corporations ability to get best value for the public purse.

It is the view of the Legacy Corporation that, at this time, the public interest in withholding the information outweighs the public interest in disclosing it.

If you are unhappy with our response to your request and wish to make a complaint or request an internal review of our decision, you should write to:

Deputy Chief Executive
London Legacy Development Corporation
Level 10, 1 Stratford Place
Montfichet Road
London, E20 1EJ

Email: FOI@londonlegacy.co.uk

Please note: complaints and requests for internal review received more than two months after the initial response will not be handled.

If you are not content with the outcome of the internal review, you may appeal directly to the Information Commissioner at the address given below. You should do this within two months of our final decision. There is no charge for making an appeal.

Further information on the Freedom of Information Act 2000 is available from the Information Commissioner's Office:

Wycliffe House
Water Lane
Wilmslow
SK9 5AF

Telephone 08456 30 60 60 or 01625 54 57 45

Website www.ico.gov.uk

Yours sincerely

FOI / EIR Co-ordinator
London Legacy Development Corporation

#	Title	Author	Produced for
1	Adult Ceiling Hoists	Arjo Huntleigh	Vinci Facilities
2	Asset and Condition survey	Vinci Technology Centre	Vinci Facilities
3	Asset Condition Survey Report	Vinci Facilities	Vinci Facilities
4	Biodiversity Audit Report and Habitat Condition Survey 2016	Ecohab Consultancy	Vinci Facilities
5	BMS Asset Data	C P Northern	Vinci Facilities
6	BMS Condition Survey - Electracomm	ElectraComm	Vinci Facilities
7	Olympic Stadium Drainage Report 30 January 2017	Vinci Facilities	Vinci Facilities
8	CL02 Plant	Trident Environmental Services	Vinci Facilities
9	DX Air Conditioning	Daikin	Vinci Facilities
10	London Stadium Electrical Certification Review	Thomson FM Ltd	Vinci Facilities
11	Emergency Lighting Testing	Weblight Ltd	Vinci Facilities
12	Fall arrest systems	Eurosafe Ltd	Vinci Facilities
13	Fan Coil Unit - Flexible Pipe Connector	Vinci Facilities	Vinci Facilities
14	Fire alarm systems - Protec	Protec Fire Detection PLC	Vinci Facilities
15	Fire damper report	System Hygienics	Vinci Facilities
16	Fire shutter doors, turnstiles and auto doors	Security Solutions Ltd	Vinci Facilities
17	Condition, Compliance & Options Report for 14 Lifts	Butler & Young Lift Consultants Ltd	Vinci Facilities
18	Lift Report	Liftec	Vinci Facilities
19	Lightning protection	Omega Red Group Ltd	Vinci Facilities
20	Statutory Compliance Review	Capitec	Vinci Facilities
21	Natural Gas Inspection report	Vinci Facilities	Vinci Facilities
22	Oil Installation Survey	Andel Limited	Vinci Facilities
23	Plunge Pools	World of Leisure	Vinci Facilities
24	Pressure Systems	Bureau Veritas	Vinci Facilities
25	Pump Survey	Anglo Pumps	Vinci Facilities
26	Rainwater system - TGM	TGM Ltd	Vinci Facilities
27	SAT Pack Review	Capitec	Vinci Facilities
28	Security systems - Honeywell	Honeywell	Vinci Facilities
29	Standby generators	Dale Power Solutions	Vinci Facilities
30	Statutory CR Update	Capitec	Vinci Facilities
31	Tree Condition Survey	Oxleas Tree Care	Vinci Facilities
32	UPS	Dale Power Solutions	Vinci Facilities
33	Waterless Urinals	Whiff Away	Vinci Facilities

Purpose of Session

- Current Position:
 - Update since May Board
 - Do we want to continue with LS185
 - Renegotiation of LS185 Contract
 - Termination of LS185 Contract
- Review of Contingency Plans:
 - Essential functions needed
 - Interim options for stadium management
- Key Questions and Next Steps
- Set of Slides and 3 accompanying documents provided

Update Since Board

Update since May Board

- LS185 continue to operate stadium
- More E20 changes instructed - Change to 2018 seating capacity, London 2017 hire, Shell
- LS185 team too small, with key skills missing
- s.43 [REDACTED]
- Disputes not resolved
- LS185 refusal to agree change requests being agreed (e.g. NTH)
- LS185 Board on 11 July considering their position
- s.43 [REDACTED]
- Contingency planning progressed
- s.43 [REDACTED]

May Board **s.43**

- **s.43**

s.43



Do we want to continue with LS185?

LS185 Score Card

	E20 Oct 2016	E20 June 2017	Comment
Financial Performance	s.43	s.43	
Commercial Delivery			
Financial Resilience			
Technical Delivery			
Safety / Operational Confidence			
Relationship Management			
Community and Employment Benefits			
Accountability and Taking on Responsibility			
Dedication and Commitment			

Continuing with LS185

- LS185 not delivering to contract (see list of issues – Document 1)
- Financial risk and control still not aligned

- s.43 [Redacted]

- s.43 [Redacted]

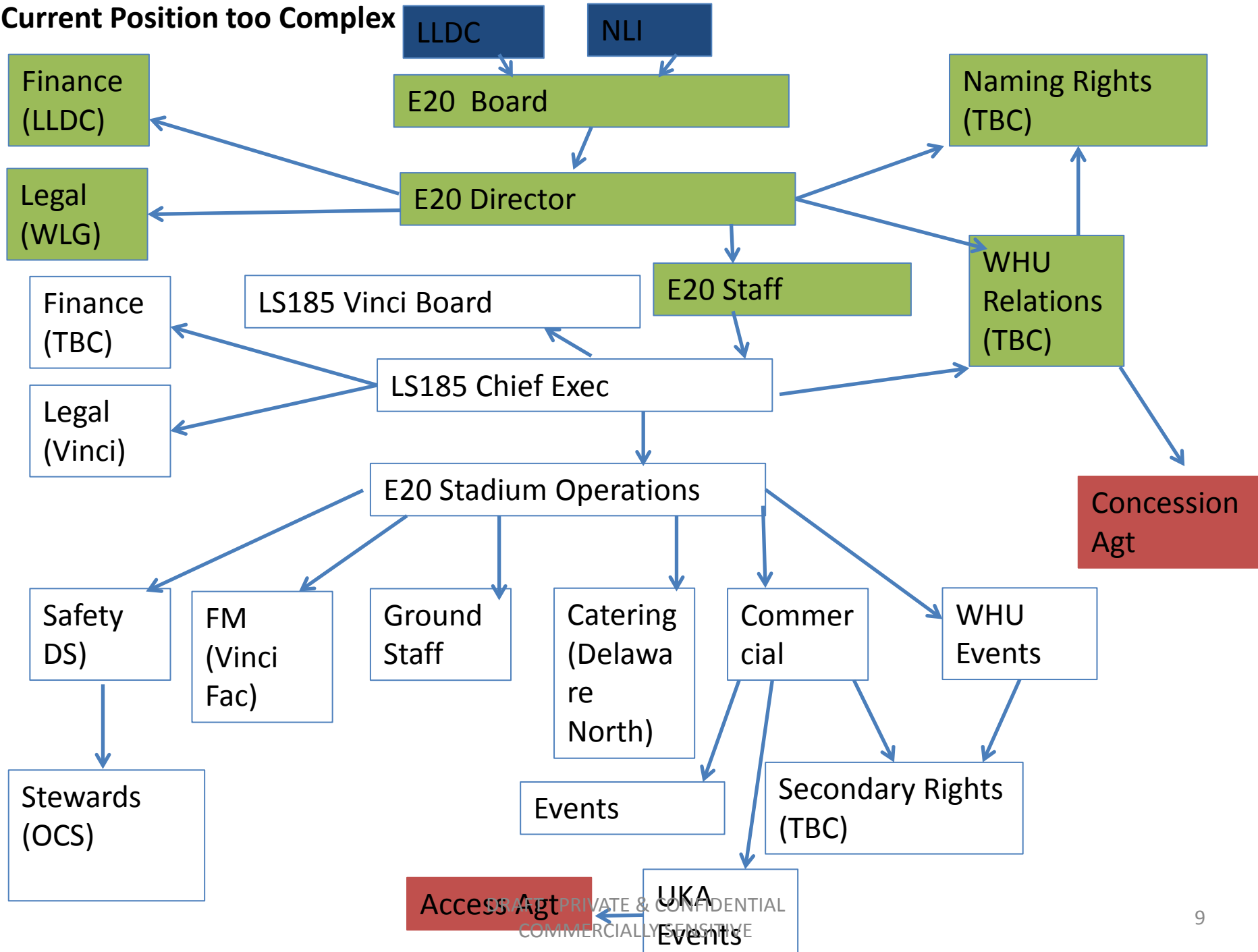
- - s.43 [Redacted]

- - s.43 [Redacted]

- s.43 [Redacted]

- s.43 [Redacted]

Current Position too Complex



STAFF PRIVATE & CONFIDENTIAL
COMMERCIAL SENSITIVE

Renegotiation of LS185 Contract

Renegotiate LS185 Contract

- LS185 considering position at their July 2017 Board
- Options:
 - Continue as now ^{s.43} [REDACTED]
 - Renegotiate ^{s.43} [REDACTED]
 - Terminate ^{s.43} [REDACTED]
- Renegotiation could just be settling all the excusing events and disputes
- LS185 may put more on the table – Fixed costs, resources, % profit, seating management
- **Are we confident enough in LS185 opportunity to transfer more responsibility to them?**

Current Responsibilities

	LS185	E20	Comments
Safety Certificate	Y	N	
Fixed Costs and Facility Mgt	Y	N	
Catering	Y	N	Through DN sub contract
Stewarding	Y	N	Through DN sub contract
Concert Promoters	Y	N	E20 involved due to seats
Commercial Revenues	P	P	Should be LS185
WHU and UKA Relations	P	P	Should be LS185
MLB	P	P	GLA want to host
QEOP on Event Days	P	P	LS185 seeking to pass to LLDC
SPL and Waterfront	P	P	Moving to LLDC from 9/17
Community Events	N	Y	LLDC doing. Should be LS185
Northern Ticket Hall	N	N	Needs to be LS185, or LLDC
Seat Moves	N	Y	Should be LS185
Naming Rights	N	Y	Should be LS185

Termination of LS185 Contract

E20 Hand may be Forced by Vinci

- s.43 [Redacted]
- s.43 [Redacted]
 1. s.43 [Redacted]
 2. s.43 [Redacted]
 3. s.43 [Redacted]

Likely Grounds for LS185 Claim for Terminating

- s.43 [Redacted]
- s.43 [Redacted]
- s.43 [Redacted]

OR

- s.43 [Redacted]

Options if LS185 Terminate on 1 August 2017

- s.43 [Redacted]
- s.43 [Redacted]
- s.43 [Redacted]

Key Questions on LS185

s.43



s.43



Contingency Plans if Terminate

Timeline if Terminate

- LS185 makes 'renegotiate or terminate' statement (e.g. August 1)

s.43



Critical Functions to Run Stadium

- Essential:
 1. Retain Safety Certificate:
 - s.43
 - s.43
 - s.43
 2. Keep “on the ground” Operations Team
 3. Facilities Management (inherit Vinci FM?)
 4. Catering (Inherit DN)
 5. Communications Plan
 6. Documentation

Critical Functions to Run Stadium

Key requirement	Current responsibility	Potential approach if required	Next steps / further info required
Stadium Operations (break down further into key areas)	s.40 and team	S.43	
Facilities Management (break down further into key areas)	VINCI Facilities		
Stewarding	OCS and other subcontractors to LS185		
Event day catering	Delaware North - subcontractor to LS185		
Ground staff	LS185 ground staff		
LS185 Finance and other critical corporate services	LS185 staff with support from VINCI parent (and VINCI platforms)		
Stadium safety, notably retaining safety certificate	s.40 (LS185)		
Managing and delivering event contract requirements	All above		

(1) Retain Safety Certificate

- Licencing could shut stadium or reduce capacity
- General Safety Certificate is in LS185 name (as a company, not an individual)
- Special Safety Certificate in name of s.40 on behalf of LS185, with s.40 and s.40 as key individuals (needs to be transferred to DS regardless)
- Possible to move certificate to E20 or interim company
- Need to demonstrate to LBN Licencing (and SGSA) that able to operate
- Critical to secure safety certificate:
 1. Adopt current procedures (i.e. deliver LS185 event management plan, safety plan)
 2. Confirmation and confidence in structure (i.e. who is making decisions)
 3. Confirm outstanding issues not yet resolved will be (e.g. colour of gates)
 4. s.43
- Key functions / people that should be retained to maintain safety certificate- s.43

s.43

Essential, to secure Continuity of Staff and Plans

(2) On the Ground Operations

- E20 issues are not with “on the ground” LS185 Operations Team performance

- **S.43**

- **S.43**

**Essential, and strong cause for
Continuity of Ops Staff and Plans**

(3) Facilities Management

s.43



s.43

(4) Catering

s.43

**Keep Delaware North, with strong
contract management**

(5) Communication Plan

- Termination could be seen as another failure at stadium
- However, public don't know / care who runs stadium
- s.43 [REDACTED] concerned about reputation:
 - Not E20s concern
 - Could agree mutual messaging if E20 wanted to
 - s.43 [REDACTED] may remain involved, so from public point of view no change

Essential we have a communications plan in place, including staff, sub contractors, tenants and public

(6) E20 has Important Documents

- Contingency Plan folder set up
- Populated with:
 - Contracts
 - Agreements
 - Safety / Licence etc. Documents
 - Event Management Plans
 - Gaps identified and being filled
 - Rate Cards

Essential we have as many LS185 documents and contracts as possible stored and ready to use

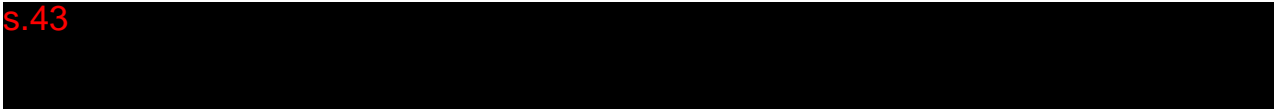
Non Essential Functions

- s.40 [Redacted]
- s.43 [Redacted]
- s.43 [Redacted]
- s.43 [Redacted]
- s.43 [Redacted]
- s.43 [Redacted]
- s.43 [Redacted]
- s.43 [Redacted]

Non LS185 Functions

- E20 and LLDC continue, with greater clarity:
 - Contract Holders (WHU / UKA / Westfield)
 - QEOP returns to LLDC (including stewarding?)
 - School build
 - Naming rights

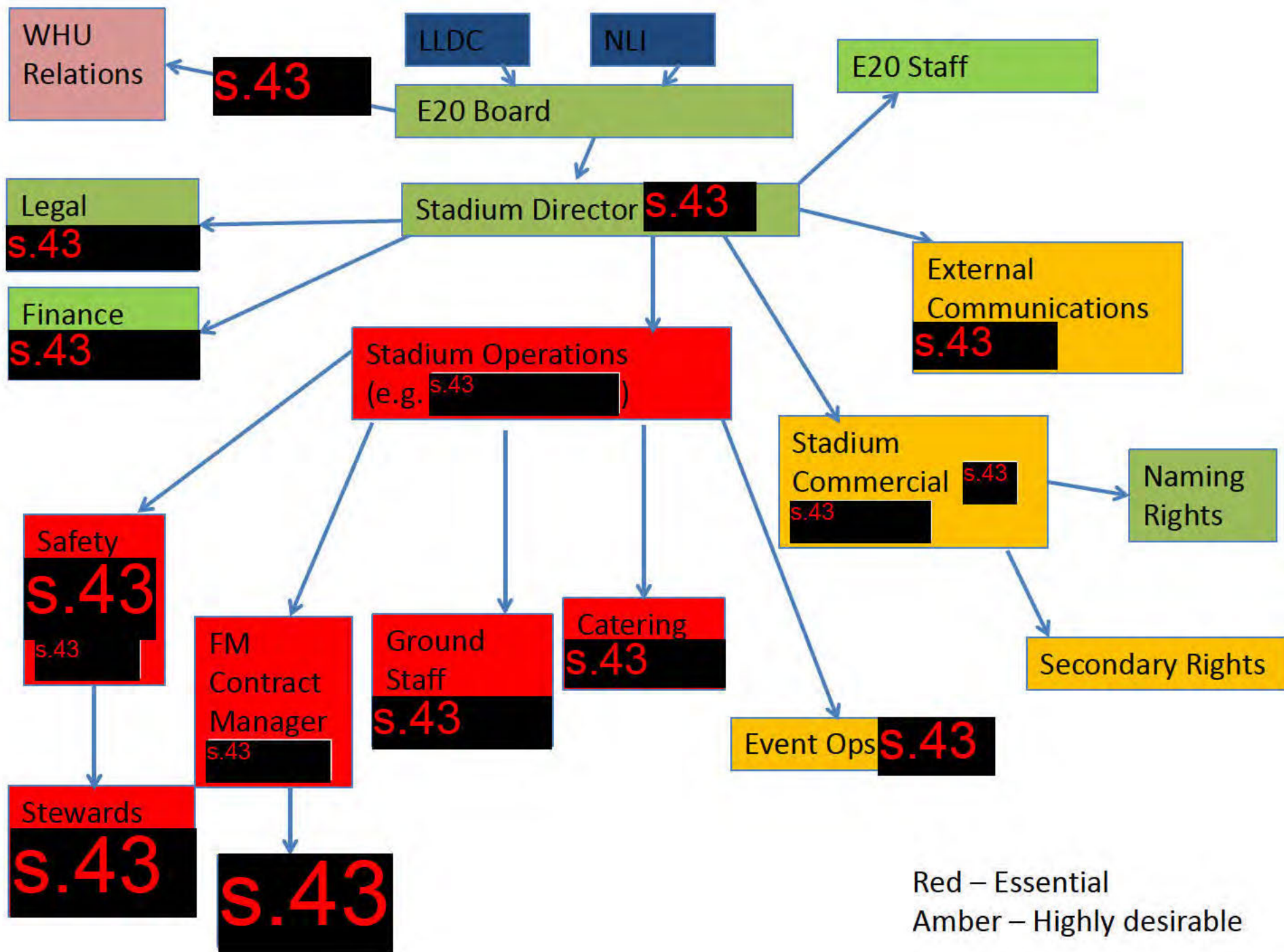
Stadium Management Options

- Need an entity to run the stadium
- Options:
 - A. Third party Interim Company
 - B. E20 take over / “buy” LS185
 - C. 

s.43

(A) Interim Company

- Terminate LS185 contract
- Employ company ^{s.43} [REDACTED] to manage the stadium on an interim contract
- **s.43** [REDACTED]
- Risk still lies with E20, but more control of decision making
- **s.43** [REDACTED]
- Keeps operations arms length

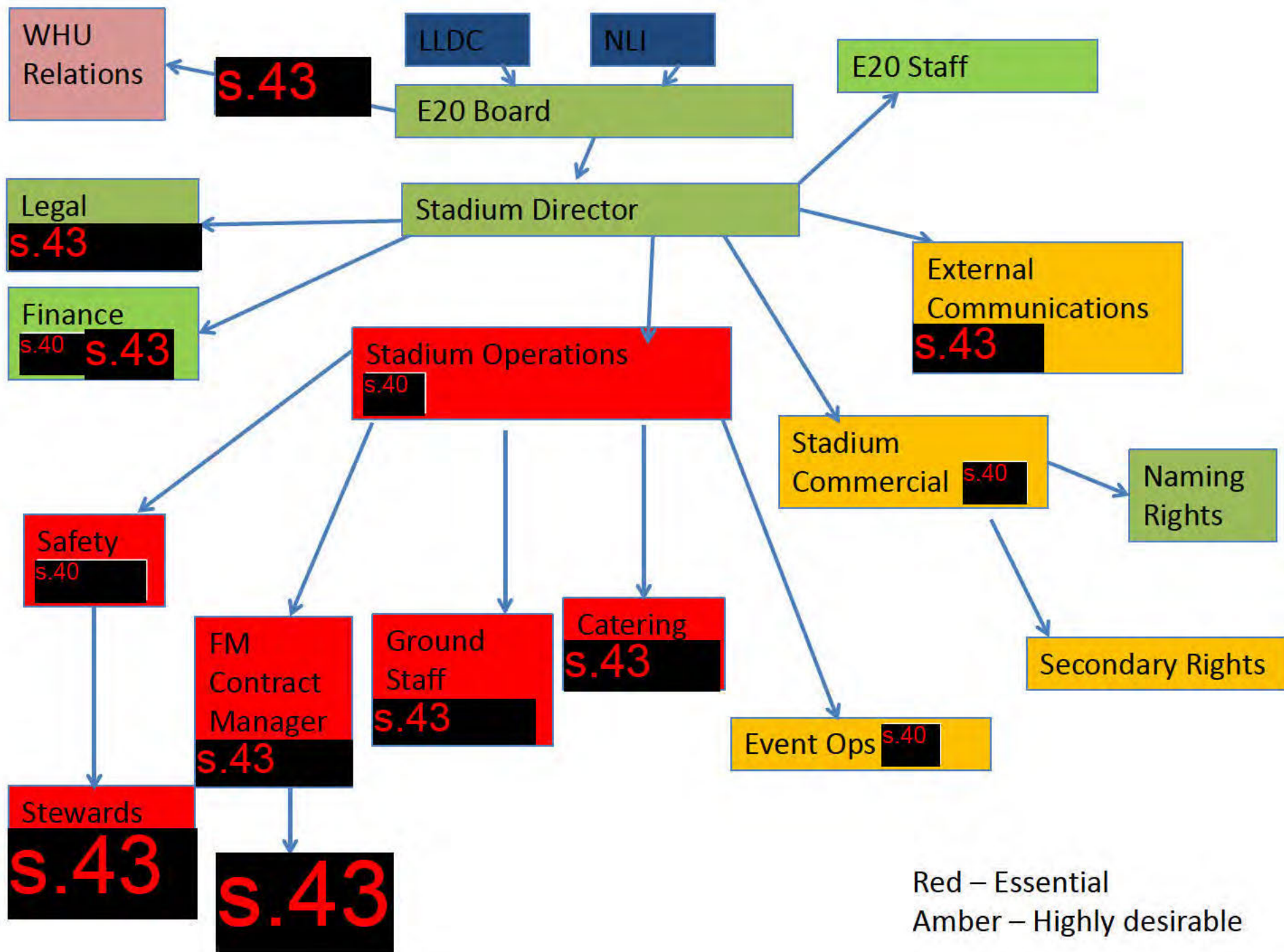


(2) E20 Take Over / 'buy' LS185

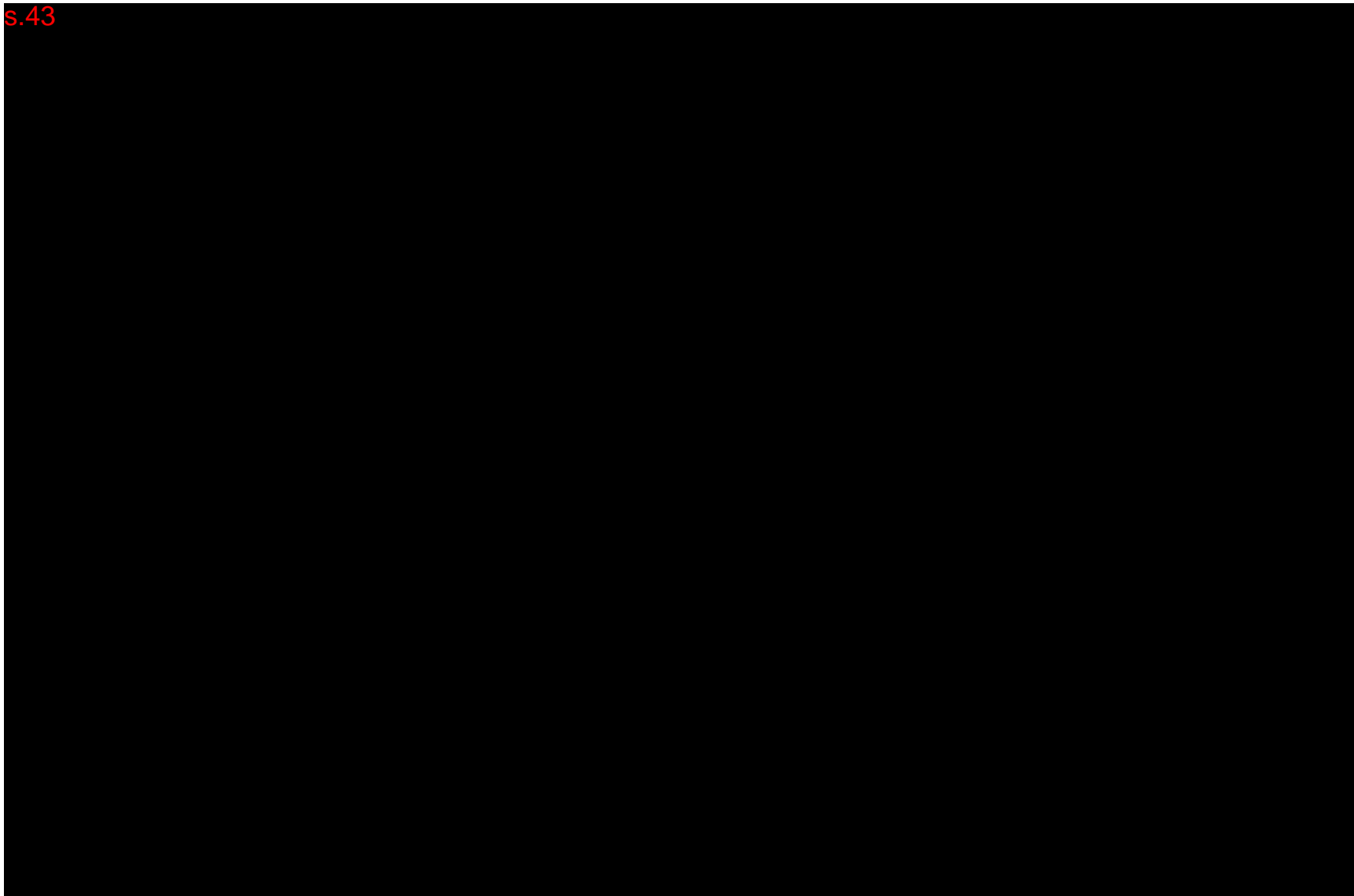
- Automatically retains LS185 staff (gives certainty, but have full team)
- Retain sub contractors without renegotiation or loss of continuity
- Achieves better alignment of risk and control
- Similar exit payment to LS185 for termination

s.43

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Red – Essential
 Amber – Highly desirable



Conclusions and Next Steps

Key Questions

- Are we confident enough to renegotiate and put 'all our eggs' in the LS185 basket? **NO**
- Would we accept an LS185 termination? **YES, and implement contingency plan**
- Can we deliver the Contingency Plan? **YES**
- What entity do we want to manage the Stadium during contingency period? **Interim Entity, with core LS185 and sub contractors staff transferred**

Actions

- Decide on Key Questions
- Decision by Board 25 July 2017
- Brief and integrate CRO
- Finalise contingency plan ahead of 1 August 2017:
 - Robust with LS185
 - Legal termination documents ready

s.40

Contingency Planning Session Document 1 - List of LS185 Compliance Issues

Element of Business	Item	Summary	Contract Position	LS185 Reason for Refusal / under performance	Next E20 Action
Seats	Not taking on relocatable seats	Not willing to take on relocatable seats, although offered in "risk" free way by E20 to reflect note delivered 7 day turnaround	Not obliged to until 7 days	Do not want risk and extra work	Manage seating transition
Safety	Water Treatment Duty Holder	LS185 (Vinci FM) stating that E20 are the Duty Holder	E20 Adviser "In conclusion, with LS185 in control of the stadium and the LS185 policy documents assignment of the Legionella Duty Holder role it is clear that LS185 are Statutory Duty holders "	LS185 (Vinci FM) hanging on the idea that maintenance was the responsibility of the landlord. E20 adviser says incorrect interpretation.	E20 clear with LS185 that they are the Duty holder
Ops	Utilities	LS185 refused to accept handover of utilities, and v reluctant to engage in working group with E20 to resolve issues	LS185 responsible for utilities	Refused to take it on due to condition of stadium and other disputes	Conclude on stadium condition issues in the coming weeks, then set date for insisting on handover.
Ops	Northern ticket hall management	Not signing licence with Westfield to manage stewards over space	Part of contract to get spectators to key stations	Not in contract	Instruct under contract
ops	s.43				
Ops	Refusal to manage south park plaza during London 2017	Not managing although agreed to do so in May 2017	Not in contract, but sensible approach proposed by LLDC	Not in contract	LLDC manage, with complexity added to arrangements
Ops	Not investing in away barriers with return through net commercial revenues	Not willing to buy barriers at £118k and put through net commercial revenues	Clause 6.1 " The Operator shall exploit the Opportunity in accordance with the terms of this Agreement and the Business Plan in order to maximise profit in respect of the Opportunity".	Not willing to outlay funds to make savings	E20 buy; E20 pursue through contract
Fin	Business Plan	No business plan not agreed by E20 due to poor quality.	Business plan to be approved x months before year	Not accepted by SL185 and not submitted revised plan	Insist on business plan; pursue KPI penalty
Fin	Not paid 2016 net Commercial revenues	Not paid to date	Contracted to do so	Complexities of change request, disputes etc. make it difficult to settle figure	E20 withholding fixed costs 9which helps E20 cash flow)
Corp	Inadequate resourcing to fulfil contract requirements	Not enough staff, and not replacing staff quickly or adequately enough (e.g. Finance Director)	Require to staff and fulfil obligations	Agreed	Hold to resourcing, and do not agree resourcing as an excuse for non-performance; Pursue key personnel gaps
Corp	Refusal to respect legal process between WHU and E20	On additional capacity, LS185 stated they would not clear lines with E20 before corresponding with WHU	Check	Independence from E20	Reinforced need to do so; Made LS185 aware that if harms case with WHU E20 will pursue LS185
Corp	Key personnel	LS185 failed to replace Finance Director in good time	Schedule on key personnel	Interim arrangements in place	Insist on action to secure and resource key personnel
Comm	Digital Screen	Did not agree to put on screen on for LBN community events in return for costs, until last minute	Not in original contract	Want commercial rates	Issue instruction to use community rates for Newham event; Take back screen from LS185
Comm	Environment Plan	Not provided	Contracted to do so 3 months after completion	Say 3 months after completion, and claim not completed	Pursue as if Stadium completed
Comm	Supply Chain Plan	Not provided		Recognise late. Committed to produce by Sept 2017 Jobs and Apprentice Plan	Pursue as part of KPI on reporting
Comm	Community Plan	Poor quality plan not covering all aspects. Not staffed up to deliver	Required to provide and implement community plan	Think plan ticks box, and not prioritizing implementation.	Pursue as part of KPI on reporting
Comm	Community Track	Not taking lead on opening from September. Appears disinterested or pushing as an extra task for Commercial Director (MT) that not being prioritised	Clear part of contract to manage and deliver financial, community benefits	Time and resources	Pursue contract requirements, or E20 step in and LBN take on

Contingency Planning Session Document 2 - Termination Timeline

Day	Example Date	Priority Actions	Issues / Decisions
-90	01-Jul	Contingency plans developed	
-83	07-Jul	Discussion with E20 Chair, LBN and LLDC	
-80	11-Jul	LS185 Board meeting discussing termination or renegotiation	
77	14-Jul	Letter from L185 received setting out position	
-70	16-Jul	Update Report to E20 Board issued	Agree if would terminate if LS185 offered
-64	25-Jul	Board updated with contingency plan; likelihood of termination; E20 position if LS185 terminate	Decision on whether LS185 / interim / Other team to take over
-62	30-Jul	Plans updated and Legal letters prepared to ensure ready for termination notice from LS185	
-60	01-Aug	LS185 issue 60 day termination notice	E20 to decide whether accept; offer to shorten or lengthen 60 day termination period
-59	02-Aug	Board review and decision on LS185 termination acceptance	
-59	02-Aug	Legal Letter issued to LS185	
-58	03-Aug	Contact stakeholders to inform and ensure no myths and rumours spread	Comms plan to be put in place
-58	03-Aug	Alert LBN licencing and activate plan to retain safety certificate	
-58	03-Aug	Discussions with LS185 sub contractors, interim team / LS185 staff start	
-57	04-Aug	World Athletics Starts	LS185 team focused on event. Risk to event of distraction
-46	14-Aug	World Athletics Finishes	
-40	20-Aug	Agreements with interim team / LS185 staff completed	
-38	22-Aug	E20 Board meeting	
-31	30-Aug	New team in place and shadowing / starting handover from exiting team members	
-30	31-Aug	LBN Licencing confirm arrangements are satisfactory for 9 Sept and for post termination	
-21	09-Sep	WHU match	
-15	15-Sep	Agreements with LS185 sub contractors completed	
-10	20-Sep	League Cup round 3	
-7	23-Sep	WHU v Spurs	High risk game. Not good time to be in transition
-4	26-Sep	E20 Board - review arrangements and any final decisions	
0	29-Sep	Stadium handed over with new arrangements in place	
0	29-Sep	Core comms messages out	
1	30-Sep	WHU Match v Swansea	29 Sept a poor date to terminate as 1 day before WHU. Change to 24 Sept or 3 Oct
1	01-Oct	Stadium open for tenants and other non event day activity	
4	01-Oct	Legal proceedings issued to Vinci	
9	05-Oct	Review of Replacement team arrangements	
	12-Jan	Review of Replacement team arrangements	
	19-Jan	Review of Replacement team arrangements, ahead of 1st game	
22	21-Oct	WHU v Brighton	
23	22-Oct	Review of 1st game under new operations, with immediate actions to address any issues	
25	24-Oct	E20 Board	
26	25-Oct	League Cup R4	
35	04-Nov	WHU v Liverpool	

Private and Confidential

Contingency Planning Session Document 3 - Risks to Staff Retention								
	Role	How Essential (/10)	Likelihood of Agreeing to join team	Total (E x L)	Current Position	Action	By Whom	Next Review
Stadium Operations								
s.40	CEO	s.40					AS	12-Jul
s.40	COO	s.40					AS	12-Jul
s.40	Ops Director	s.40					AS	12-Jul
s.40	OpS manager	s.40					AS	12-Jul
Stadium Safety								
s.40	Head of Safety	s.40					AS	12-Jul
s.40	Safety Officer	s.40					AS	12-Jul
s.40	Operations	s.40					AS	12-Jul
s.40	Expedient stewarding	s.40					AS	12-Jul
s.40	Expedient stewarding	s.40					AS	12-Jul
Stadium Commercial								
s.40	Commerical Director	s.40					AS	12-Jul
s.40	Marketing Manager	s.40					AS	12-Jul
TBC	Digital Manager	s.40					AS	12-Jul
s.40	Head of Events	s.40					AS	12-Jul
s.40	Events Officer	s.40					AS	12-Jul
s.40	Events Officer	s.40					AS	12-Jul
Stadium Finance								
						None	AS	12-Jul
s.40	Head of finance and Contracts	s.40					AS	12-Jul
s.40	Finance	s.40					AS	12-Jul
s.40	Office Manager	s.40					AS	12-Jul