Dear Nick

Thames Valley Berkshire Growth Deal– Capital Grant Letter

2.24 Newbury Railway Station Improvements

This letter confirms the award of up to £6,051,000 capital grant to West Berkshire Borough Council from the Thames Valley Berkshire Local Growth Deal for the Newbury Railway Station Improvements scheme. The grant will be payable according to the following Financial Profile:

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Payment by TVB LEP</th>
<th>Council Capital programme</th>
<th>s.106, CIL and other developer contributions</th>
<th>Other capital contributions (Railway industry)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017/18</td>
<td></td>
<td></td>
<td></td>
<td>£2,000,000</td>
</tr>
<tr>
<td>2018/19</td>
<td>£4,050*</td>
<td>£20,000</td>
<td></td>
<td>£4,240,000</td>
</tr>
<tr>
<td>2019/20</td>
<td>£921,000</td>
<td></td>
<td>£4,710,000</td>
<td></td>
</tr>
<tr>
<td>2020/21</td>
<td>£1,500,000</td>
<td></td>
<td>£1,400,000</td>
<td></td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>£6,051,000</strong></td>
<td><strong>£40,000</strong></td>
<td><strong>£6,110,000</strong></td>
<td><strong>£6,240,000</strong></td>
</tr>
</tbody>
</table>

*The cost £4,050 (ex-VAT) of the independent assessment of the Full Business Case by Thames Valley Berkshire (TVB) LEP consultants Hatch Regeneris has been capitalised in agreement with the accountable body and paid by TVB LEP in 2018/2019. It is therefore shown as a deduction from the headline £6,051,000 grant.

Scheme Information

<table>
<thead>
<tr>
<th>Reference Number</th>
<th>2.24</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Newbury Railway Station Improvements</td>
</tr>
<tr>
<td>TVB LEP authorisation</td>
<td>The scheme is included in one of the LEP’s three Growth Deals. In its Assurance Framework, the LEP recognises the Berkshire Local Transport Body (BLTB) as the competent body to prioritise and implement transport capital schemes on its behalf.</td>
</tr>
<tr>
<td>Programme entry status</td>
<td>March 2017</td>
</tr>
<tr>
<td>BLTB minute</td>
<td>Minute 23 (a)</td>
</tr>
<tr>
<td>Full Business case approval</td>
<td>July 2018 – conditional approval</td>
</tr>
<tr>
<td>BLTB report</td>
<td>Item 10</td>
</tr>
</tbody>
</table>
Grant Conditions

The capital grant of £6,051,000 is a maximum figure which cannot be increased but may be reduced if savings are achieved during implementation. In the event that West Berkshire Council wishes to alter the profile of the grant payments, it must seek prior written permission from TVB LEP, having first raised the matter with the BLTB. The grant is made subject to the following:

1. **Roles:** TVB LEP is a part funder of the scheme. West Berkshire Council is the scheme promoter and is the relevant highway and planning authority. Great Western Railway is the occupier of Newbury Railway Station and work to the station lease area is subject to Network Rail’s consent.

2. **Responsibilities:** TVB LEP is responsible for allocating the capital finance in accordance with its Assurance Framework. Outside of the station lease area, West Berkshire Council is responsible for all aspects of the design, risk management, insurance, procurement, construction and implementation of the scheme, including its responsibilities as highway and planning authority, any other statutory duties, and any financial or other liabilities arising from the scheme. Inside of the station lease area, Great Western railway, is responsible for all aspects of the design, risk management, insurance, procurement, construction and implementation of the scheme, including its responsibilities as station leaseholder any other statutory duties, and any financial or other liabilities arising from the scheme.

3. **Implementation:** In addition to any reporting requirements within West Berkshire Council, the scheme promoter will use the pro forma supplied by TVB LEP to make reports on progress of the implementation of the capital scheme to each meeting of the BLTB until the build is complete. In particular, West Berkshire Council will report on any change in the size, scope or specification of the scheme; and on any substantial savings against the scheme budget whether achieved by such changes to the size, scope or specification of the scheme, or through procurement, or through the efficient implementation of the scheme.

4. **Reporting:** The scheme promoter must provide accurate, timely, verified and quality assured quarterly monitoring and forecast data, which relate to defined output and outcome indicators agreed between TVB LEP and government as a condition of the Growth Deal. This scheme will not be required to participate in an evaluation as set out in the Growth Deal Monitoring and Evaluation Plan.

5. **Auditing:** West Berkshire Council will keep financial records such that the expenditure on the scheme is readily identifiable, and if and when BEIS, DfT or other government department or the accountable body for TVB LEP requests access to financial or other records for the purposes of an audit of the accounts, West Berkshire Council will co-operate fully.

6. **Timing and Triggers for payments:** See the Claim Proforma at Appendix 1.

7. **Contributions from Other Funders:** There will be £1,890,000 from GWR/SCPF in 2018/19; £3,900,000 from Network Rail spread over 2017/18 and 2018/19; £4,710,000 from Grainger in 2018/19 and £1,400,000 in 2020/21; £40,000 from West Berkshire Council spread across 2018/19 and 2019/20 and £450,000 from the DfT’s Cycle Rail Fund in 2018/19. West Berkshire Council capital programme will contribute £20,000 in 2018/9 and £20,000 in 2019/20; in addition,
there will be [£xxx,000] of s.106 contributions secured by West Berkshire Council in [insert financial year here]. In the event that the scheme experiences or it is anticipated that the scheme will experience a shortfall in these contributions, West Berkshire Council will be required to notify TVB LEP of these developments. The provisions of clauses 8, Consequences of Delay; 9, Consequences of Change to the Design or Specification of the Scheme; or 10, Consequences of Failure will then be applied.

8. **Consequences of Delay**: In the event that the scheme experiences minor delays to its overall Business Case programme (no more than 10 weeks), West Berkshire Council will report these delays and the reasons for them, and the proposed remedial action to the next available meeting of the BLTB. In the event that the scheme experiences major delays to its overall Business Case programme (11 weeks or longer) West Berkshire Council will be required to seek permission from TVB LEP to reschedule any payments that are due, or may be delayed in falling due because of the delay to the overall Business Case programme.

9. **Consequences of Change to the Design or Specification of the Scheme**: In the event that West Berkshire Council wishes to change the design or specification of the scheme such the scheme delivered will vary in any material aspect from the description given in the overall business case, West Berkshire Council will be required to seek prior written consent from TVB LEP. Failing this permission, no further monies will be paid to West Berkshire Council after the change becomes apparent to TVB LEP. In addition, consideration will be given to recovering any monies paid to West Berkshire Council in respect of this scheme.

10. **Consequences of Failure**: As soon as it becomes apparent to West Berkshire Council that it will not be possible to deliver the scheme at all, written notice shall be given to the accountable body for TVB LEP. No further monies will be paid to West Berkshire Council after this point. In addition, consideration will be given to recovering any monies paid to West Berkshire Council in respect of this scheme.

11. **Claw back**: If the overall scheme achieves savings against budget, these savings will be shared by TVB LEP and the other funders noted above in proportion to the amounts set out in the Financial Profile. The accountable body for TVB LEP reserves the right to claw back any amounts of grant that have been spent on purposes other than the scheme as approved and any repayments due as a consequence of changes to the design or specification of the scheme or scheme failure.

12. **Evaluation One and Five Years On**: West Berkshire Council will produce scheme evaluations One and Five years after practical completion that comply with DfT guidance.

13. **Other Conditions of Local Growth Funds**: West Berkshire Council will acknowledge the financial contribution made to this scheme through Local Growth Funds and follow the ‘Growth Deal Identity Guidelines’ at Appendix 2). It will also give due regard to the Social Value Act, particularly through the employment of apprentices across the scheme supply chain.

Please sign and return a scanned copy of this letter to Eve Bednarska, Data Administrator: eve@thamesvalleyberkshire.co.uk. If you have any questions about this grant letter, please contact Richard Tyndall richard@thamesvalleyberkshire.co.uk 07880 787007.

Yours sincerely
Tim Smith
Chief Executive

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for West Berkshire Council
APPENDIX 1 – CLAIM PROFORMA

Payments will only be made against an invoice and accompanying certificate of work completed, along with proof of planning consent. This is dealt with in two stages:

1. The first is via the LEP: please submit a draft certificate of work (proforma below) and draft invoice to Eve Bednarska: eve@thamesvalleyberkshire.co.uk. The invoice should be made out to:

   Richard Bunn, Chief Accountant
   Royal Borough of Windsor & Maidenhead
   Town Hall
   St Ives Rd
   Maidenhead
   SL6 1RF

2. When we have satisfied ourselves that all is in order we will contact both you and the Accountable Body (Royal Borough of Windsor and Maidenhead) to confirm that you can issue the invoice (and the certificate) and that the accountable body should pay it.

From: West Berkshire Council

Certificate of Work Completed in [insert financial year here] on [Scheme No and name]

This invoice is for £[x,xxx,xxx] in respect of work completed in [insert financial year here] on [Scheme No and name].

I certify that the following works have been completed in the year in question:

[insert list of works here]

This invoice is the [only] [first] [second] [add as appropriate] invoice claiming payment for this scheme.

The amount already paid in [earlier years] is £[x,xxx,xxx]
The amount of this claim is £[x,xxx,xxx]
The amount we intend to claim in future years is £[x,xxx,xxx]

[There have been savings against the sums identified at the time the project was approved.]

The overall saving is £[x,xxx,xxx], which is to be split between the funders in the following shares [...]]

[TVB LEP approved the following change to original Financial Profile for this scheme [...]]

[There have been no savings or other approved changes to the Financial Profile against the sums identified at the time the project was approved.]

Signed:  ........................................

Senior responsible officer for West Berkshire Council
APPENDIX 2

GROWTH DEAL IDENTITY GUIDELINES (AS OF 26 JUNE 2018)

Government provides local growth funding via Local Enterprise Partnerships in England; using appropriate
government branding recognises this partnership, while increasing the profile of local projects. These
guidelines provide clarity on how LEPs should use such branding to help promote projects funded via the Local
Growth Fund (LGF) and other UK government funded projects, and collaborate on external communications
opportunities.

For use of logos, please download from our website here. For an .eps version please contact Margot
Tomkinson-Smith, Communications Manager at the LEP, at margot@thamesvalleyberkshire.co.uk. Forward
this document to all team members working on the LGF-funded projects as it is imperative the guidelines are
adhered to. The communications guidance set out by government is:

Communications

Ministerial quotes and attendance
Ministerial attendance and quotes cannot be guaranteed, but where this is possible, the DCLG press office or
area lead will inform LEPs as promptly as possible.

Logos
For projects in receipt of Local Growth Fund allocations, the current Local Growth Fund logo will be replaced
with the HMG logo in all marketing and promotional materials. Please send Margot Tomkinson-Smith photos
of your marketing and promotional materials, which will be passed on to government.

Social Media
If applicable, use the LEP’s Twitter handle @TVBLEP and Cabinet Office @GCSLondonSE and hashtag
#BerkshireLocalGrowth #GrowthDeals #LocalGrowthFund

Photos
Please take photos of the HMG logo on a building site/alongside a road/on a wall and send them to the Susan
Jones, LEP Programmes Manager at susan@thamesvalleyberkshire.co.uk, so that they can be shared with
government.

Press Releases
When drafting your press releases please ensure that:

- Thames Valley Berkshire LEP is given advance notice of announcements (2 weeks if possible) to allow
  potential quotes from DCLG, DfT, BEIS, etc
- The Notes to Editors are used in media releases.
- Ministers (DCLG, BEIS, and other relevant policy departments) are invited to landmark events.

Please add the below notes to editors:

Local Growth Fund
Local Enterprise Partnerships are playing a vital role in driving forward economic growth across the
country, helping to build a country that works for everyone.
That’s why by 2021 Government will have invested over £12bn through the Local Growth Fund,
allowing LEPs to use their local knowledge to get all areas of the country firing on all cylinders.
Contact information
Please send Margot Tomkinson-Smith your press releases before they are issued to the media: margot@thamesvalleyberkshire.co.uk and to the DCLG press office NewsDesk@communities.gsi.gov.uk and the Cities and Local Growth Unit's Communications Hub: Localgrowthhub@bis.gsi.gov.uk.