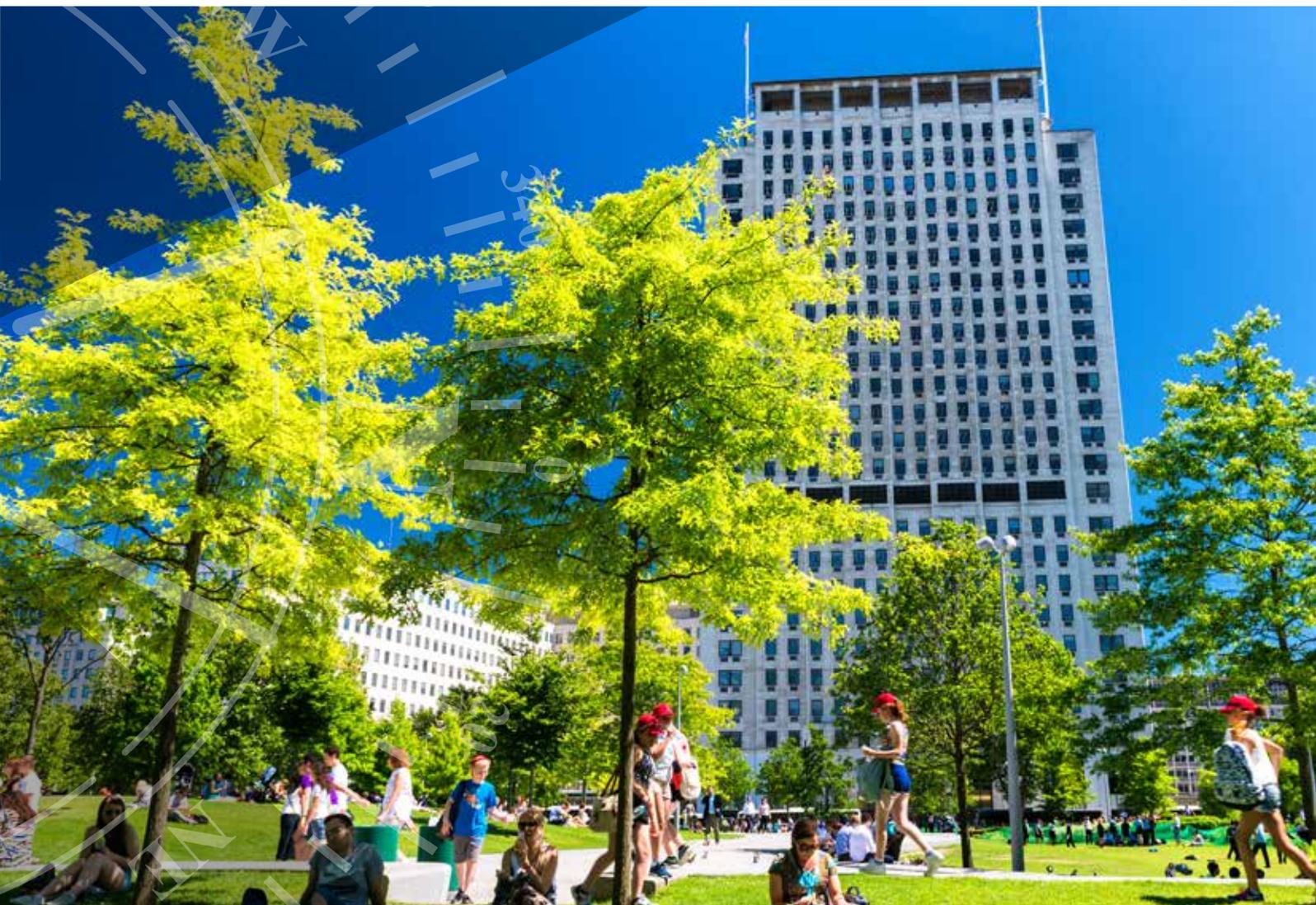




September 2015

# Private management of the urban public realm: the implications of contracted-out publicness



A blue-tinted photograph of a park scene. In the foreground, several people are sitting on a concrete bench. A large, leafy tree stands in the middle ground. In the background, a tall, multi-story building with many windows is visible. The overall scene is a public urban space.

## Private management of the urban public realm: the implications of contracted-out publicness

# Report for Royal Institution of Chartered Surveyors

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**Published by the Royal Institution of Chartered Surveyors (RICS)**

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Study sponsored by :



The RICS Research Trust, a registered charity established by RICS in 1955 to support research and education in the field of surveying.

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# Executive Summary



## Introduction

In the last decade there has been a noticeable increase in alternative public space management arrangements based on transfer and contracting-out of managerial responsibilities to organisations outside the public sector, whether in the shape of community or private trusts, tenants organisations, Business Improvement Districts, or the contracting-out of managerial tasks to private companies or voluntary sector organisations under a variety of arrangements. Recent cuts in local authority budgets have accelerated this process. Underpinning it there is an underlying assumption that publicness, however defined, can be guaranteed by means other than public ownership, funding and management, and that public sector ownership and direct control might not be in themselves essential features of spaces that are public. This case study research tries to define the key attributes of publicness and investigates the impact on public spaces of the transfer of management away from the public sector.

## The research

This research seeks to examine how the ‘publicness’ of open, publicly-owned spaces – defined as a function of openness/accessibility and accountability, is affected by the various contractual forms of transfer of public space management tasks from the public sector to private and user-based organisations, and what are the main implications of this process.

The objectives of the research were fourfold:

- To understand how the key attributes of publicness (i.e. openness, access and accountability issues) are dealt with in public realm management contracts and how roles and responsibilities for them are allocated
- To examine how those attributes are dealt with the day-to-day implementation of the contracts
- To investigate whether and how those management arrangements and their implementation affect publicness attributes
- To reveal the implications of ‘contracted-out publicness’ for key stakeholders’ objectives and aspirations.

The study was based on 9 in-depth case studies of public spaces South London under a variety of different management arrangements, selected on the basis of locational context, type of management body and type of management transfer contract. For each of the 9 case studies, semi-structured interviews lasting up to 1 ¼ hour were conducted with a public space manager, a local authority representative and other key stakeholders (22 in total). In order to increase the robustness of the findings, interview data was complemented by documentary evidence from management contracts, policy documents, specific regulations and codes of conduct and other relevant documents.

## Key Findings

- In all the cases the main rules about openness and accessibility are specified either in transfer contracts, lease documents or as sets of rules issued by trusts or other management bodies. Some of those rules comprise quite detailed codes of behaviour and lists of activities that are or are not allowed or just implicitly replicate council by-laws for public space. However, it does not follow that all those rules are always enforced in the same way everywhere. Only a few of the management bodies have full enforcement powers or capabilities, and most rely on pre-existing enforcement systems. Enforcement is generally done through persuasion or through mobilising the community. Therefore, there is much more tolerance of 'deviant' behaviour in practice.
- Accountability mechanisms are also largely shaped by management transfer arrangements: What they do in most cases is to replace informal channels of communication between stakeholders and the council and its public space management functions with more formalised and clearer forms of participation for those stakeholders recognised in the transfer agreements. What the arrangements do therefore, as regards accountability, is to replace a vaguer but potentially more inclusive relationship between stakeholders and space management with a more structured, more responsive, but potentially more restrictive relationship.
- The strength of the participation of different stakeholders depends on the way their interests are organised and the dynamics of their representation in trust boards, steering groups, committees, etc. The local authority is still a very important component of all accountability systems examined in this research, representing borough-wide interests and in some cases local residents/businesses that might not be part of a management arrangement or might not understand them.
- Residents in the immediate vicinity of the cases are well represented in management arrangements, in most cases directly as members of boards, steering groups or partnerships, and in a few cases indirectly through the local authority. Park friends and other community groups are represented in a few of the management arrangements, where relevant. In the more centrally located cases, management arrangements have recognised the interests of surrounding businesses and employers in the quality of public spaces. Some of the contractual arrangements have explicitly recognised the role of surrounding landowners, either as such or in their role as local employers or residents, presumably because of the impact the management of the space can have on their property.
- As predictable, none of the arrangements addresses the stakes and aspirations of occasional users and visitors. They will have their interests indirectly protected through local authority public space strategies and the overall legal framework regulating freedom of movement, expression, etc. In this regard the position of those stakeholders is not different from what it was under direct local authority management.
- There are some other particular groups of stakeholders whose aspirations have been explicitly excluded in some of those transfer arrangements, such as cyclists, rough sleepers, demonstrators, etc. This would suggest a much more restrictive type of publicness implicit in the transfer mechanisms. However, a more detailed look reveals that the restrictions to access and use imposed on those groups are not very different from those already in existence in many local authority-run public spaces.
- Publicness is shaped by the array of stakeholders involved in management (a product of the local context), the extent to which they can define and regulate basic rules of access and use (a product of what rights are recognised in the transfer contracts) and their ability to influence and control management strategies (a product to what aspects of management are contracted-out). This varies from a largely self-regulated type of publicness, directly shaped and controlled by surrounding residents, business and landowners and their interests and aspirations; to a fully contractualised form of publicness in which rules for use and access and management responsibilities and control over it are defined in contract specifications with clear and separate roles for the public body that owns the park (the client), the management body (the contractor) through which the interests of clearly defined stakeholders are mediated; to a more restricted contractual arrangement which applies to only some dimensions of the space and its management and therefore allows for only partial intervention of stakeholders in shaping rules of access and use and in shaping space management
- Therefore, the evidence from the cases suggests that management transfer agreements privilege the interests and aspirations of those with a direct stake in a public space, and who are organised enough to make that stake count. This has been done in one of three ways:
  - (1) Through transferring a wide range of management and decision-making rights to an organised body of stakeholders as a temporary transfer of ownership;
  - (2) Through transferring a wider range of those rights through a contract with a stakeholder-based or a private body, accompanied by detailed targets and procedures;
  - (3) Through transferring specific obligations and rights linked to particular attributes and functions of the public space and not others, to a contractor accompanied by targets and procedures.

- The first type represents a transfer of a wide range of responsibilities to trusts and similar bodies, and a wider scope for stakeholders' interests and aspirations to affirm themselves. Through the transfer arrangements those stakeholders are in a better position to shape the space they have a stake in, especially as they can also raise finance. The challenge to wider publicness represented by this type of arrangement is how to avoid a natural narrowing of management objectives around the core interests of the key stakeholders involved, at the exclusion of everything else.
- The second type presents less scope for stakeholders' interests to be realised, although it secures them enough influence on all operational matters related to a public space. Ultimately, that scope depends on the latitude given to it by the transfer contracts. However, in contrast with the first type of arrangement, there is a strong and constant presence of the local authority as the client setting and monitoring procedures and outcomes and imposing sanctions for non-compliance. Ultimately, however, the effectiveness of the arrangement and of publicness outcomes hinge on the quality of the contract, which requires considerable expertise and resources in drafting, monitoring and enforcing.
- The third type embodies a much more focused contractual relationship and involves only those interests related to the attributes/functions whose management is being contracted out, without necessarily affecting other stakes in the public space. Publicness outcomes in this case depend on how the narrow focus of the arrangements relate to the broader range of aspirations and interests that might be relevant to that space.
- Overall, the research indicates that contracted-out management of public space does not necessarily affect publicness negatively. However, it requires judiciously designed accountability mechanisms and clear decisions by all key stakeholders, including local authorities, about whose aspirations will be privileged and how other aspirations should be protected. In a climate of austerity and spending cuts, expertise in those types of decisions will be increasingly important if the public realm is to remain public, whilst relying on the resources of those with an interest in its quality to maintain it.



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# 1.0 Introduction

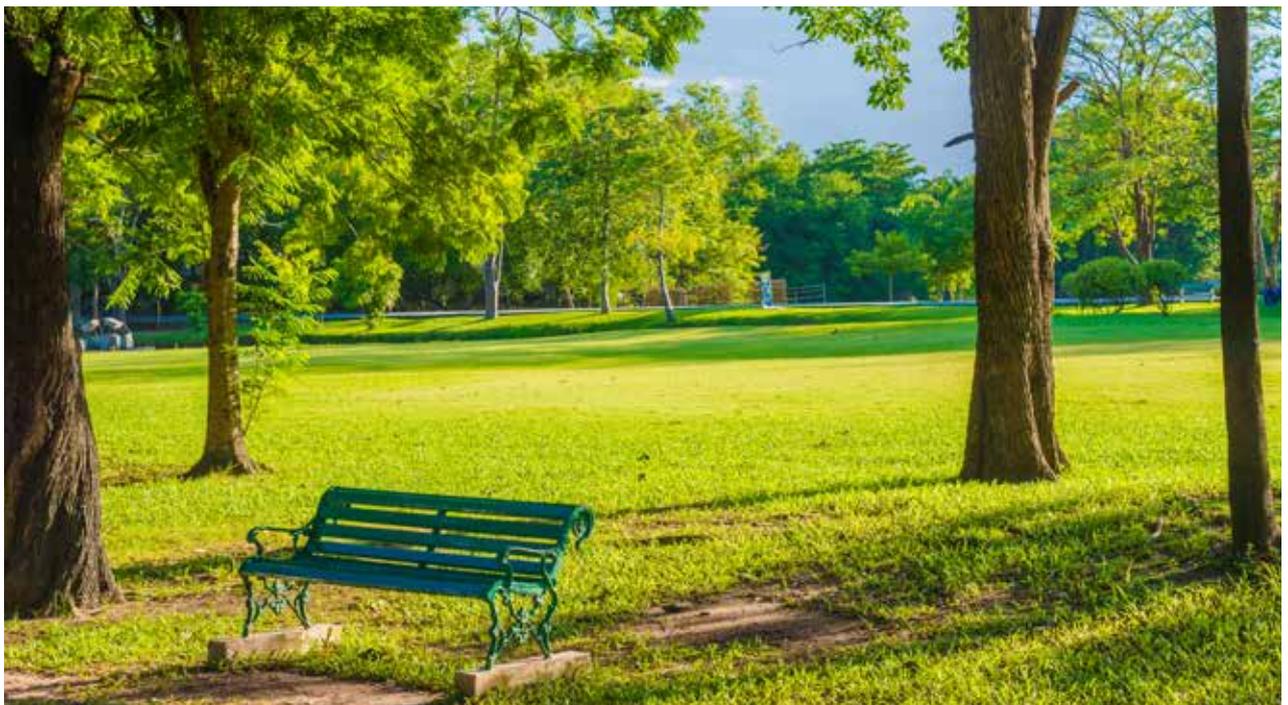
It has become almost commonplace in writings about public space to bemoan the decline in its quality, the loss of its character and its gradual replacement by private or quasi-private simulacra. Whatever one might think of the conceptual framework underlying this depiction of the current state of public spaces, it is undeniable that the basic mechanisms for their provision and management have changed over the last two decades. Moreover, that change seems to have followed a clear direction, away from direct state involvement and towards a larger role for other social agents in the private and community/voluntary sectors. Although most of the literature concentrates on how this process has taken shape in the United States, there is plenty of evidence to confirm that to variable degree this has been a more widespread phenomenon (see e.g. Law 2002, Minton 2006, 2009, GLA 2010, Németh and Schmidt 2011).

In a previous piece of research, we have suggested that alternative forms of public space provision and management have gained ground in the UK (De Magalhães and Carmona 2009, De Magalhães 2010). Concern with their impact has been reflected in recent UK policy debates: the creation of BIDs less than 10 years ago and the debates about their role (see De Magalhães 2012); the Greater London Authority's 2010 investigation into the management of publicly accessible space in London which concluded that access to public space should be as unrestricted and unambiguous as possible; the House of Commons All Party Parliamentary Group

on Land Maintenance 2009, which looked at the impact of the transfer to private management of green areas in new housing estates in Scotland; the Portas Report (2011) on the health of town centres and its proposal for 'super BIDs' taking over a large part of the responsibility for the management of town centres. To this should be added the on-going impact of cuts in local government budgets and the challenge these pose to the quality of many public services and the consequent need for their re-shaping.

All these alternative management forms are based on transfer and contracting-out of managerial responsibilities to organisations outside the public sector, whether in the shape of Business Improvement Districts, Town Centre Management schemes, land development trusts, or the contracting-out of managerial tasks to private companies or voluntary sector organisations under a variety of arrangements. This process rests on the implicit assumption that publicness, however defined, can be guaranteed by means other than public ownership, funding and management, and that state ownership and direct control might not be in themselves essential features of spaces that are public.

The rationale driving this process has been linked to approaches to urban governance inspired by theories that advocate the transfer of governance responsibilities to stakeholders outside the public sector and put an emphasis on partnerships and collaboration in the provision of public goods and services (Sullivan and Skelcher 2002).



The emergence in the UK of public realm management arrangements such as those described earlier derives from two combined sets of factors. The first were changes in the context in which public services provision operates. Policy efforts at national level to reduce the costs and size of government led to a curbing of powers and spending of local authorities and a redistribution of resources within public services. Public realm services have suffered a steady decline in funding from the early 1980s, partly halted by the end of the century (Audit Commission 2002). However, in the wake of the recent public sector spending cuts, funding for discretionary and non-statutory services like parks and open spaces is projected to fall by 60 per cent or more over the next decade (Neal 2013).

At the same time, the flowing of power to a plethora of subsidiary bodies within and outside the formal boundaries of the state, has given rise to forms of collaboration between different sectors and jurisdictions for the delivery of public goods and services, which applies equally to public space services (Sullivan & Skelcher 2002).

The second set of factors came from new demands that were put on the public realm by policy makers and society. The perceived need for cities to compete to attract the more footloose investment of the globalised economy led to an increasing concern with the vitality and viability of urban areas and the role in this of public realm quality (see e.g. Urban Task Force 1999; DETR 2000). At the same time, demographic and cultural changes have put new diversified and often conflicting demands on public spaces with corresponding new pressures on management systems (Roberts and Turner, 2005).

The cumulative results of these contextual demands on the public realm have exacerbated the shortcomings of traditional management systems, centred around issues of levels of funding, lack of coordination among agencies, the lack of flexibility and fine-tuning ability of centralised management systems to respond to ever fragmented demands and increasing aspirations, the constraints on accountability at a very localised level by city-wide public organisations, etc. (Carmona and De Magalhães 2006, ODPM 2004). In this light, contractualised public realm management mechanisms have emerged as ways of reconfiguring rights, roles and responsibilities to create a management model that rely on the direct involvement of a variety of stakeholders to define and implement solutions to public realm challenges that cut across specialised remits, respond more closely to localised variations in demand, are flexible to changes, and access resources wherever these might be available.

Whereas proponents of those alternative arrangements are to be found mostly among public space managers looking for immediate solutions for management challenges (see e.g. ATCM 2009), the academic literature has depicted these arrangements quite often in a negative light (for the exception, see Webster 2002, 2007).

The transfer of control upon public space provision and management, especially from the state to the private sector, has often been linked to ideas about the reduction of the public sphere, death of public space, the emergence of the revanchist city, the intensification of processes of social exclusion and segregation, the inexorable expansion of market and commodity forms into the public realm, the retrenchment of the state vis-à-vis the market (see Low and Smith 2006, Kohn 2004, Minton 2006).

However, whether or not one agrees with the tenor of those critiques, it certainly touches upon important concerns associated with the reduction of the role of the state in the provision and management of public space, namely the potential for exclusion and a narrower definition of entitlement to use those spaces, the potential erosion of accountability for their running, and the risk of increasing inequality in access, reinforcing other inequalities present in society. If that is indeed what these emerging forms of public space management mean, 'privatisation' of public space would negatively affect the public realm by subtracting from public life spaces that are open to all and in which all individuals and social groups can come together to express their views, meet with one another and thus help secure the intermingling of social groups which is a necessary condition for an inclusive democratic society (see Low and Smith 2006, Watson 2006). Therefore, the key issue then is whether emerging forms of provision and management of public space represent by definition an erosion of its public character, and consequently a reduction of physical dimension of the public sphere, or whether they have the potential to deliver most of the attributes that make up the public character of those spaces without negatively affecting their essence and meeting the aspirations of stakeholders in relation to them. This is the discussion this research wants to engage with.

There are good reasons why this is not, therefore, just an academic concern. Effective management of the public realm, its capacity to incorporate the aspirations of key stakeholders and translate them into effective interventions, is a practical concern relevant to policy makers, users of public spaces and related facilities, businesses and property owners, whose asset values will be influenced by the quality of their location. By trying to understand the operation of contractual mechanisms in securing publicness attributes and the consequences of those mechanisms, this research can provide some input to decision-makers in the private, public and third sectors involved in contractual arrangements for the management of public spaces, as well as policy makers at national and local level.

## 2.0 Background

The increase in number of public spaces managed by private interests, charities and user groups poses a number of important questions concerning: what publicness is and how it can be secured; the effect on publicness of different governance arrangements combining a variety of interests and aspirations; how societal aspirations in relation to public spaces can be incorporated in contracted-out governance strategies; and the broader implications of those arrangements for urban life and urban governance in general. Key to this discussion is an understanding of what it is that public spaces provide that needs securing through whichever provision system is in place, as well as what would characterise those benefits as 'public'.

As the literature on public space testifies, public space as a concept can encompass a wide variety of notions. The concept can be extended to all communal and non-private arenas of social life, which do not necessarily imply physical space, and include the media and the virtual spaces of the internet (see e.g. Ellin 1996, Taylor 1995, Watson 2006). It can be narrowed down to define all those physical spaces that are not strictly private, including not only publicly owned spaces but also all those spaces in which social and civic functions with a public character are performed, regardless of ownership (Ellin 1996). This includes the semi-public, liminal or 'third' spaces of cafes, bars, bookstores, etc. (Banerjee 2001, Oldenburg 1999). It can also be narrowed down even further, as in the remit for local government public-space services, to refer specifically to state-owned parks, civic spaces and most ordinary streets and squares.

Moreover, most of those definitions rely on an opposition between 'private' and 'public', which might refer strictly to ownership, or to the nature of the activities that take place in public space – whether they are part of the private or public life of individuals. Again, the potential for variation of what is public and what is private is considerable. In his study of public and private spaces, Madanipour (2003) demonstrates the complexity of the transition from public to private, with several overlapping levels of publicness and privateness between them. Moreover, as societies change, activities that once took place in the public realm might acquire a more private character and vice-versa, thus changing the public/private character of spaces over time. The very notion of public space as a distinct concept is itself a historical product, which came into being with the differentiation between the representative state, civil society and the market, and the consolidation of modern notions of private property (Habermas 2001).

Given the variability of the concept, it makes sense to try to define public space based on what might be its ontological attributes, those essential qualities that give public space its specificity, its publicness. Kohn (2004: 11) for instance, defines public spaces as places owned by the government, accessible to everyone without restrictions and fostering communication and interaction. The emphasis here is

on the attributes of (public) ownership, accessibility and intersubjectivity. Low and Smith (2006: 3) emphasise the role of rules of access, the source and nature of control over entry, the nature of sanctioned collective and individual behaviour and the rules of use as the key differentiator between public and private space. Mitchell and Staeheli (2006) see this essence residing in rights of access, of being there, for all citizens. For some, publicness is related to the creation of spaces for encounters with difference, which are essential to a democratic polity. Watson (2006) emphasises public space as space of protest and for the expression of minority interests. Worpole and Knox (2007:4) base their view on the value of public space on the opportunity those spaces create for shared use and activity, meeting and exchange, regardless of ownership. Others have sought publicness in the attributes of accessibility (to place, activities, information and resources), ownership and control and the nature of both the benefits it provides and who benefits from them (Benn and Gaus 1983, Akkar 2005). Madanipour: (2003: 112-13) defines public space in opposition to other kinds of space, as places outside the boundaries of individual or small group control, mediating between private spaces and used for a variety of often overlapping functional and symbolic purposes. The key attributes here are access, agency and interest. In a recent paper, Németh and Schmidt (2011) try to operationalise a definition of publicness based on ownership (public/private), management (inclusive & open/exclusive & closed), and the diversity of users and uses. Similarly, Varna (2014) emphasises ownership, modes of control, physical configuration, and degrees of animation and civility, with an ideal type of public space against which all others should be measured.

This varied set of elements defining publicness resonates with broader definitions of what is 'public' in public goods and services in general. These involve the extent of their distinction from private ones, the scope and composition of their recipients, the magnitude and intensity of their socio-economic roles, the degree of public accountability to which they are subjected, and the level of public trust in them (see Haque 2001).

Many of these formulations of publicness have a strong normative character and point towards an absolute ideal of public space, which would foster communication, civility or identity. Most people would agree that good public spaces should perhaps do all that, but many actual public spaces do not, or do not always do it. Amin (2008) suggests that some of the 'fostering civility and identity' attributes of public space are increasingly played out in non-spatial parts of the public sphere such as the Internet, and furthermore, for those attributes to be realised in any particular space a set of other conditions need to be present that go beyond the mere existence of that space. Moreover, many of the attributes of public space described above will only be present in degrees. Webster (2002) argues that very few

urban public goods – public spaces included – are really public in the sense of absolute openness to consumption by everyone. A person's ability to benefit from many important attributes of a public space such as openness of access and use will depend on several factors, and in many respects those attributes will be consumed as club goods by those not excluded from them by e.g. access costs, property prices. This reinforces the idea that rather than an absolute concept, publicness should be seen as a relative quality: for any public space, there will be attributes that are more public or less public, depending on the criteria used to define the limits between publicness and privateness, but also on the manner with which those attributes are consumed.

If we discount the more normative elements contained in many notions of publicness and take into account its relative character, we are left with the basic attributes of rights of access, rights of use and control/ownership. We would expect of a public space that it should be provided and managed in a way that secures a relative openness of access to most members of society. We would also expect that they would be able to use that space without other restrictions than those dictated by broadly accepted social norms of behaviour, the context of the space and rights of other users. Finally, we would expect users to have some say over key decisions regarding the management and the future of the space, even if indirectly.

Rights of access encompass rules and mechanisms that regulate whatever restrictions there might be on how individuals access the attributes they value in a particular public space, be they physical access to the site, the use of a facility or the confirmation of a symbolic function. Rights of use refer to the rules and codes of behaviour, and enforcement mechanisms that regulate how individuals

that have access to a public space can enjoy its attributes. Finally, rights of control and ownership do not necessarily refer to public ownership, but to the rules and mechanisms through which a variety of stakes in a particular public space are recognised in its governance, and through which conflicts and disputes between different stakes can be solved. Madanipour (2003) defines publicness as a function of being outside individual or small group control, and of being used collectively for a variety of overlapping functional and symbolic purposes. This implies a more diffuse control over a space, on which many people have a recognised stake and should have some form of say about what happens to it and how it is governed and managed. State ownership in this context is shorthand for a form of diffuse control in democratic societies, as well as a guarantee of open access and use.

Therefore, rather than a public space in the singular, following or aspiring to an ideal, cities have public spaces in the plural, with various forms of publicness depending on the nature and degree of the publicness attributes available and the ways those attributes can be appropriated. It suggests too, that the relationship between the mechanisms for provision of public spaces and the attributes that define those spaces might be rather complex, with an array of contextual variables contributing to shape it. Understanding those mechanisms, how they work and how they relate to their governance context will be a key part in investigating the impact of emerging forms of public space governance. Therefore, whether or not forms of governance that deviate from the publicly-owned and managed model would reduce publicness, would depend on how these forms deal with publicness attributes and how they set the rules for their appropriation by the different stakeholders.



The discussion above indicates that an evaluation of the impacts on publicness of emerging arrangements for public space governance is needed and requires an understanding of how these arrangements shape key publicness attributes and set the conditions for their appropriation.

The provision of public services and goods in the UK and elsewhere has become increasingly more reliant on contracts between a public sector client and a contractor capable of offering some form of advantage in the provision of those goods/services such as reduced costs, technical expertise, flexibility, sensitivity to localised demands, and so on. Accordingly, contractual relationships play an important part in emerging forms of public space provision. Contracts between business occupiers, property owners and local government and other public service providers regulate the operation of BIDs; leasehold agreements with contractual stipulations regulate the transfer of public space ownership to development trusts as well as the functioning of those trusts; contracts and local service agreements regulate the contracting out of public space management and maintenance. Whereas most of the above are translated into formal contracts, there are also less formal contract-type relationships such as those between local government and public space friends and users' associations, which secure the role of the latter as consultees in public space management, as well as various kinds of semi-formal partnerships.

From a public space governance perspective, the key research question is, therefore, whether contracts, contractual mechanisms and sanctions are adequate means of securing the attributes of publicness that are valued in the spaces to which they apply. Can contracts guarantee relatively open access and ensure that restrictions to access and use are broadly acceptable by most potential users and stakeholders? Are contractual sanctions adequate to discourage what Madanipour (2003) refers to as 'small control group'? Are contractual mechanisms capable of securing a say by all relevant stakeholders in how a public space is managed?

For an answer to these questions, we suggest that three interrelated sets of issues need to be considered:

- (i) The first refers to the way contracts recognise rights and obligations and therefore, power in public space governance.
- (ii) The second addresses the contextual factors influencing which rights and obligations are relevant for any public space.
- (iii) The last deals with the substance of contracts in terms of which public space governance responsibilities they refer to, and how these are distributed between parties.

## Rights and obligations in contracts

With regards to the first set of issues, it has been argued that emergent public space governance practices involve a reallocation of rights over some of the attributes that constitute publicness, and specifically an allocation of rights that move away from the public domain towards private parties (Peel, Lloyd and Lord 2009). Contractual instruments shape this reallocation of rights by recognising interests. For instance, groups of citizens and organisations operating in a development trust managing a publicly owned park, will have secured the right to prioritise the attributes they value in that space (i.e. aesthetic, amenity, etc.) in relation to attributes valued by other people even if, as it is often the case, this is moderated by the client power of a local government department. They will have a right to have a say on how the park is used, on how restrictions to access and use are applied and on how money is spent in maintenance and upgrade by virtue of living or having their place of work in the vicinity of that park, or of some other recognised stake. In this sense, the contracting out of public space provision recognises the 'club-good' dimension of many public-space attributes, in the terms used by Webster (2002) of goods and attributes that can be consumed non-rivalrously by members of a group, but with exclusion rules applying to non-members.

The often implicit justification for recognising club-like interests in public space is that it allows for the relative strengths of claims over its attributes to be taken into account and transformed into a more effective and efficient tool of management. The assumption is that, because the members of such a club have the strongest stake on a particular set of public space attributes, they will manage these more efficiently and to best effect, and this applies to businesses protecting the quality of a commercial district as well as to residents securing the amenity value a local park. However, by the very nature of public space there will be many divergent and often conflictive claims on it, and therefore a choice needs to be made on which of those will have the upper hand, which will be formally recognised, which will not. Whereas efficient resource allocation in its broadest sense might provide one set of criteria for assessing those claims and allocating rights, it is certainly not the only one possible or desirable. Whichever criteria prevail, it will determine whose claims are allocated the rights over particular attributes of public space, and this initial distribution of rights will largely determine the outcomes of any future negotiations over those attributes, such as the ability of other stakeholders' interests/claims to gain access to them.

Moreover, some claims that could be regarded as legitimate by society might not be immediately visible, they might be too diffuse or they might manifest themselves only occasionally and therefore are unlikely to make their way into formal contractual arrangements. Research demonstrates that particular social groups are less likely to use public parks and therefore less likely to get involved in their management (DTLR 2002). These groups will not be in a position to advance their interests in how a park is managed, even if it is socially desirable that they did so. Therefore, a central question in investigating whether publicness would be reduced through contractualised provision is to understand whether a wide range of stakes on public space can be recognised as rights and transformed into efficient management tools, without ignoring other less visible but equally valid ones in the process.

## Contextual factors influencing rights and obligations

The second set of issues that needs to be considered is the role of context-specific variables in determining publicness. Public spaces have particular locational, functional and morphological properties, which condition the kinds of publicness attributes these spaces might offer. Publicness attributes in a park or square in a prominent city centre location, an important commercial street or a small suburban residential street are bound to vary as these spaces will be used and valued differently by different users. In each of those public spaces, there will be a different range of stakes, interests and demands, with their own relative power and influence. As a result, the process of negotiation between different stakes around the key elements of publicness is likely to lead to different outcomes, depending on the nature of the space and the interests it creates. We should therefore expect that a Business Improvement District in a central retail area will address the key concerns of openness, accessibility and control/ownership differently from a voluntary user group made up of residents taking control of a small local park. Similarly, the manner in which these concerns will be translated into agreements between the main stakeholders will also vary. This suggests the potential for a landscape characterised by several forms of publicness, the outcome being a variety of agreements between different sets of stakeholders, with key publicness attributes assuming different forms in different places. It could be argued then that locally-specific public space governance arrangements lead to an unequal and differentiated sharing of publicness attributes. Whether this would ultimately mean a consistent reduction in the enjoyment of those attributes, in some types of places and for some people, as well as the implications of this, should form the key questions around this second set of issues.

## Public space governance responsibilities and their allocation

Finally, the third set of issues relates to the substance of public space governance contracts. Contracts set roles for the involved parties as client and provider or principal and agent (Vincent-Jones 2000). In a typical contract, the client – usually a local government body – has the responsibility to specify and deliver the services associated with public space governance. The contract transfers in whole or in part, some or all of those responsibilities to a provider/agent who will reside outside the public sector. The services involved might be restricted to public space maintenance tasks, as is increasingly the case with the maintenance of parks and green areas in the UK, or might encompass a wide range of governance responsibilities including funding, policing and enforcement as in many BIDs. In previous work, we have defined public space governance as the sphere in which societal demands on and aspirations for public space are articulated and realised, and that this takes place through the intersection of four sets of processes (Carmona, De Magalhães and Hammond 2008, De Magalhães and Carmona 2009):

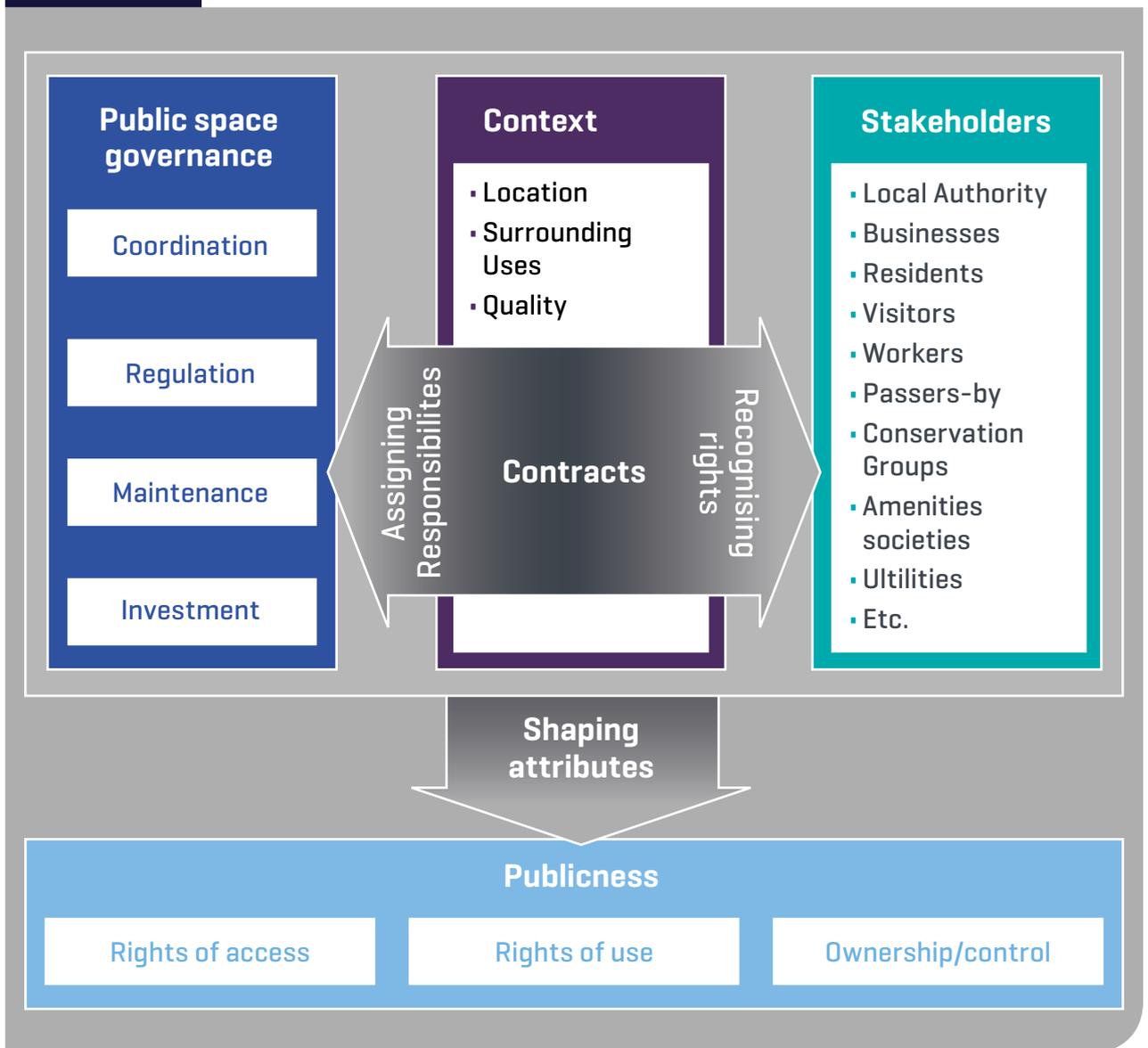
- The regulation of uses and conflicts between uses: the processes through which rules for using and accessing public spaces are set, the framework for solving conflicts between uses is defined, codes of behaviour are agreed and rule enforcement powers are distributed;
- The definition and deployment of maintenance routines: the setting and deploying of procedures and routines that ensure that public spaces are usable, uncluttered, clean and safe, that the surfaces of roads, street furniture, lighting, vegetation and facilities of all sorts are kept to desired standards;
- Investment and resourcing: the process of securing financial and material resources and utilising them in day-to-day management tasks and in capital funding as and when significant re-design and re-development is required;
- The coordination of interventions in public space: the practices through which the actions of the wide array of people and organisations involved in the previous three processes are brought together and coordinated, made all the more pressing by the fragmentation of the ‘command and control’ state and the emergence of ‘enabling’ forms of urban governance (Leach and Percy-Smith 2001).

All four processes are directly relevant to the key publicness attributes of openness of access and use and a degree of collective control. Consequently, which parts of those processes are transferred in emerging public space governance arrangements, the extent of the transfer and the manner in which it is done will all potentially shape the resulting nature and level of publicness for any given public space. Contractual arrangements in UK BIDs seem to encompass all four processes, transferring roles and responsibilities away from local government in all of them, albeit to different degrees. Development trust agreements often focus on the first three whilst maintaining the coordinating role of local government. Straightforward

contracting-out of public space management tends to focus on maintenance and occasionally on resourcing, whilst leaving regulatory and coordination responsibilities with the local government client. Therefore, in order to understand the impacts on publicness of emerging public space government arrangements we need also explore the nature of these agreements and which governance processes they refer to, and whether or not the way they deal with those processes has positive or negative impacts on publicness attributes.

The conceptual framework discussed above is summarised in Figure 1 below:

**Figure 1** Conceptual framework



## 3.0 Methodology

The research questions and research method:

The conceptual points above suggest, therefore, an operable definition of publicness conceived as a function of:

- **Openness and accessibility:** This refers to the extension of the rights of access and use, as well as the nature, degree and form of exclusions and limitations. As they can overlap to a considerable extent, rights of access and rights of use are being considered together for the purposes of this research.
- **Accountability:** This refers to the openness and responsiveness of management decision-making systems to users and other stakeholders, and to the sensitivity of those systems to users' and societal aspirations expressed in policy objectives.

Accordingly, this research seeks to examine how the 'publicness' of open, publicly-owned spaces – defined as a function of openness/accessibility and accountability, is affected by the various contractual forms of transfer of public space management tasks from the public sector to private and user-based organisations, and what are the main implications of this process.

In order to do so, the research addresses the following research questions:

- **Q1.** How are the key attributes of publicness (i.e. openness, access and accountability issues) dealt with in public realm management contracts and how are roles and responsibilities allocated?
- **Q2.** How are those attributes dealt in the day-to-day implementation of those contracts?
- **Q3.** Do these arrangements and their implementation affect those attributes and how do they do it?
- **Q4.** What are the implications of 'contracted-out publicness' for key stakeholders' objectives and aspirations?

The nature of the research questions suggested the use of case studies, explored through documentary research and interviews. The cases combine exemplars of different types of management transfer mechanisms (e.g. the leasing out of ownership rights and management obligations, the contracting out of specific management functions and the sharing of management responsibilities through partnerships), with a range of organisations to whom management responsibilities have been transferred (private sector, for-profit organisations; voluntary and community not-for-profit trusts; public-private and/or community partnerships of various degrees of formalisation) and with the diversity of locational contexts with their own pressures on public space management (town centres and commercial areas, residential squares and streets, the grounds of housing estates, and parks and leisure spaces).

The research relied on documentary evidence (legislation, contracts and agreements) and interviews with the key players in the management of the selected cases, namely the relevant departments of the local authority, the main management organisation for the case, and a user/stakeholder organisation where possible.

We conducted 22 interviews with key players in the selected cases from mid-May to early September 2014. The interviews lasted from 45 min to 1 hour and occasionally longer. The number of interviews is slightly fewer than we had envisaged but this can be easily explained as some of the interviewees were involved in more than one case. All the interviews were recorded and fully transcribed.

The interviews explored how management contracts and agreements dealt with openness and accessibility as well as how contracts/agreements have been implemented. They looked at ease of physical access; right of access and use; the nature, degree and form of exclusions and limitations; degree and openness of access to decisions about investment, layout, opening times, access rules and codes of behaviour; and sensitivity and responsiveness of management systems to user aspirations and local and national policy objectives (Appendix 1). The information obtained in the interviews provided direct answers to research questions Q1 and Q2.

Analysis and interpretation of the interview material provided the answers to Q3. Information from each of the cases regarding the distribution of power and responsibilities in all dimensions of management over issues of openness/accessibility and accountability provided a classification of the cases and generated a typology of publicness. This typology relates to the nature of management arrangements, to variations in the attributes of publicness and to the roles of the various stakeholders. This typology was used to explore how and to what extent the aspirations of key stakeholders are being met and thus provide an answer to Q4.

### 3.1 Selection of case studies

In the process of producing this research, preliminary research was undertaken to identify potential case studies. This initial exercise yielded a set of about 55 potential case studies in England, from which 9 cases were selected. They include:

- Streets and squares in commercial areas leased out by local authorities to private companies and to not-for-profit trust
- Streets and squares in commercial areas with management responsibilities distributed among public, private and voluntary/community stakeholders
- Parks and squares leased out to not-for-profit trusts

- Parks with overall management contracted out to private management organisations
- Public space in housing estates leased out to tenant-based management organisations
- Public space in housing estates leased out to public-private partnership.

All the cases are located in South London. Although there were potential cases elsewhere in England, there was enough variety of potential cases in the three adjoining boroughs of Lambeth, Southwark and Lewisham to allow for diversity while simultaneously keeping the policy context relatively fixed to simplify the cross-case analysis.

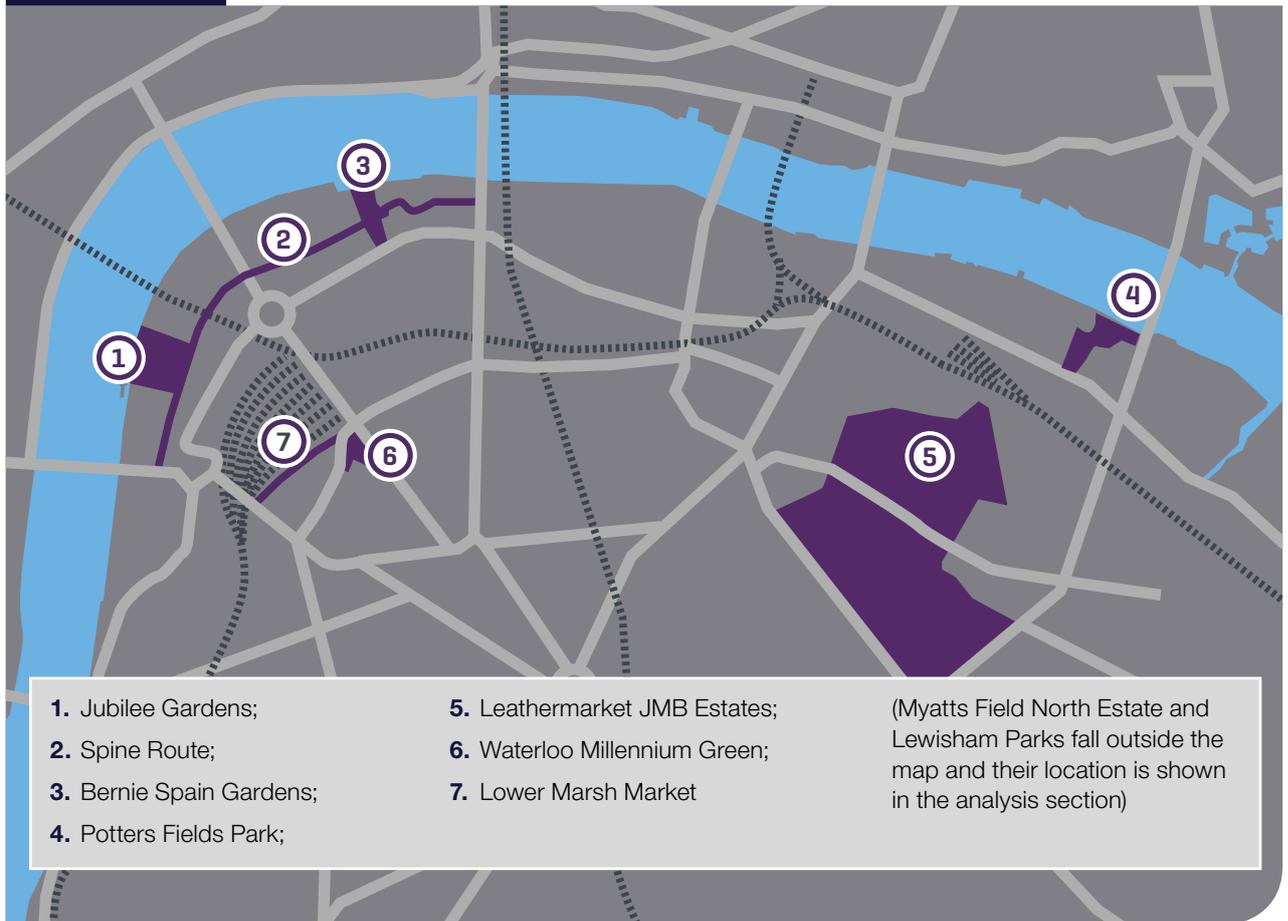
The cases, their basic characteristics and the nature of the interviewees is summarised in Table 1 below.

**Table 1** Case studies

Cases	Justification	Location [local authority]	Interviewees
<b>Myatts Field North Estate</b>	Private management for grounds of housing estate [PFI]. Full management and maintenance of the PFI properties and new open spaces over a 25 year concession period	London Borough of Lambeth	<ul style="list-style-type: none"> <li>• Regenter [PFI management]</li> <li>• Local Authority</li> </ul>
<b>Leathermarket Area Estates</b>	TMO [tenants' management organisation], tenant/leaseholder-led management of public spaces in social housing estates	London Borough of Southwark	<ul style="list-style-type: none"> <li>• Leathermarket JMB [TMO]</li> <li>• Residents liaison</li> <li>• Local Authority</li> </ul>
<b>Potters Fields</b>	Park on public land managed by a Management Trust which includes the Local Authority, residents organisations, a Business Improvement District and property owners	London Borough of Southwark	<ul style="list-style-type: none"> <li>• Potters Field Trust management</li> <li>• GLA</li> <li>• Local Authority</li> </ul>
<b>Waterloo Millenium Green</b>	Public park managed by community trust	London Borough of Lambeth	<ul style="list-style-type: none"> <li>• BOST [community trust]</li> <li>• Waterloo Quarter [BID]</li> </ul>
<b>Bernie Spain Gardens</b>	Park and public space leased to and managed by a development trust	London Borough of Lambeth	<ul style="list-style-type: none"> <li>• Coin Street Community Builders [development trust]</li> <li>• Grounds manager</li> </ul>
<b>Spine Route</b>	Street intervention and management coordinated by non-profit company South Bank Employers' Group [SBEG]	London Borough of Lambeth and London Borough of Southwark	<ul style="list-style-type: none"> <li>• Lambeth Council</li> <li>• Southwark Council</li> <li>• SBEG</li> </ul>
<b>Lower Marsh Market</b>	Street and street market regeneration and management by partnership Business Improvement District and Local Authority	London Borough of Lambeth	<ul style="list-style-type: none"> <li>• Waterloo Quarter BID</li> <li>• Local Authority</li> </ul>
<b>Jubilee Gardens</b>	Public space leased to a charitable trust including business, and residents, with monies from S106	London Borough of Lambeth	<ul style="list-style-type: none"> <li>• SBEG</li> <li>• South Bank BID</li> <li>• Coin Street Community Builders</li> </ul>
<b>Lewisham Parks</b>	Contracted out management of all parks within Local Authority area to private contractor	London Borough of Lewisham	<ul style="list-style-type: none"> <li>• Glendale Lewisham [contractors]</li> <li>• Local Authority</li> <li>• Blackheath Society</li> </ul>

**Figure 2**

**Location of the cases in Lambeth and Southwark boroughs**





Source: IR Stone / Shutterstock.com

## 4.0 Case Study Analysis

The research looked at the nine cases of alternative forms of public space management described above. Secondary data from websites, contracts and other documents and primary data from interviews were used to build a detailed profile of each case. Those profiles include a brief description of the space and its context. This is followed by a description of the management body and of the management contract, the latter examining what the contract covers and how it is implemented.

Those descriptive sections feed into a discussion of the nature of public space management in each case, looking at the four main dimensions of public space management described earlier (coordination, regulation, maintenance, investment). That discussion in turn underpins an examination of the openness and accessibility issues (rights of access and use, nature, degree and form of exclusions and limitations). Finally, this is followed by an examination of accountability mechanisms (openness and responsiveness of decision making to users and sensitivity to users' aspirations). These profiles are presented below:

## 4.1. Myatts Field North Estate

### 4.1.1 The public spaces

This set of public spaces comprises the open spaces within the Myatts Field North housing estate, located near Stockwell, in the southern part of Lambeth, and amidst other large housing estates. The spaces and the whole estate are being redeveloped, and will include a large park with several facilities, a number of pocket parks and squares and a community garden with allotments. The new layout, based on a conventional street pattern rather than a fully enclosed estate, means that the majority of those open spaces will have frontage to public streets and therefore, will be accessible to the public.

### 4.1.2 Nature of the management body

Myatts Fields North estate is still being redeveloped and the long-term management structure for the new public spaces has yet to be fully defined.

For the current development phase, Lambeth Council, the owner of the Myatt Fields North housing estate and the grounds, has a 25-year PFI contract with Regenter, a joint venture between Laing and Pinnacle companies. Pinnacle Regeneration Group (PRG) is the holding company for a group of businesses providing a range of services to, and investment in, urban regeneration and public services. Laing is an international infrastructure investor and asset manager.

Regenter heads the Regenter Myatts Field North consortium, the PFI vehicle for the redevelopment and future operation of the estate and grounds. Regenter itself is a shell company and they operate through subcontractors: Pinnacle PSG (a subsidiary of PRG) is responsible for housing and estate management; Higgins is responsible for the new build and Rydon undertakes refurbishment of existing property, grounds maintenance and communal areas, and all report to Regenter, who reports to its client, Lambeth Council. There is another partner in the consortium, E.on, who is responsible for building and maintaining a district heating system.

A Project Liaison Group (PLG) with overall management responsibility oversees the PFI consortium. This group is made up of 3 representatives from Regenter, 3 from Lambeth Council and 3 resident representatives. This group operates at the strategic management level and has regular monthly liaison meetings with the consortium to check on their performance. Its basic structure is also set out in the PFI contract.

### 4.1.3 Nature of the management contract

Open spaces in the redeveloped Myatts Field North estate will be managed under the terms of the PFI agreement, signed between Lambeth Council and the Regenter consortium. As such, open space management is a very small element in a complex and wide array of much larger tasks, both in the short term (construction and refurbishment) and in the long term (tenant management, estate management).

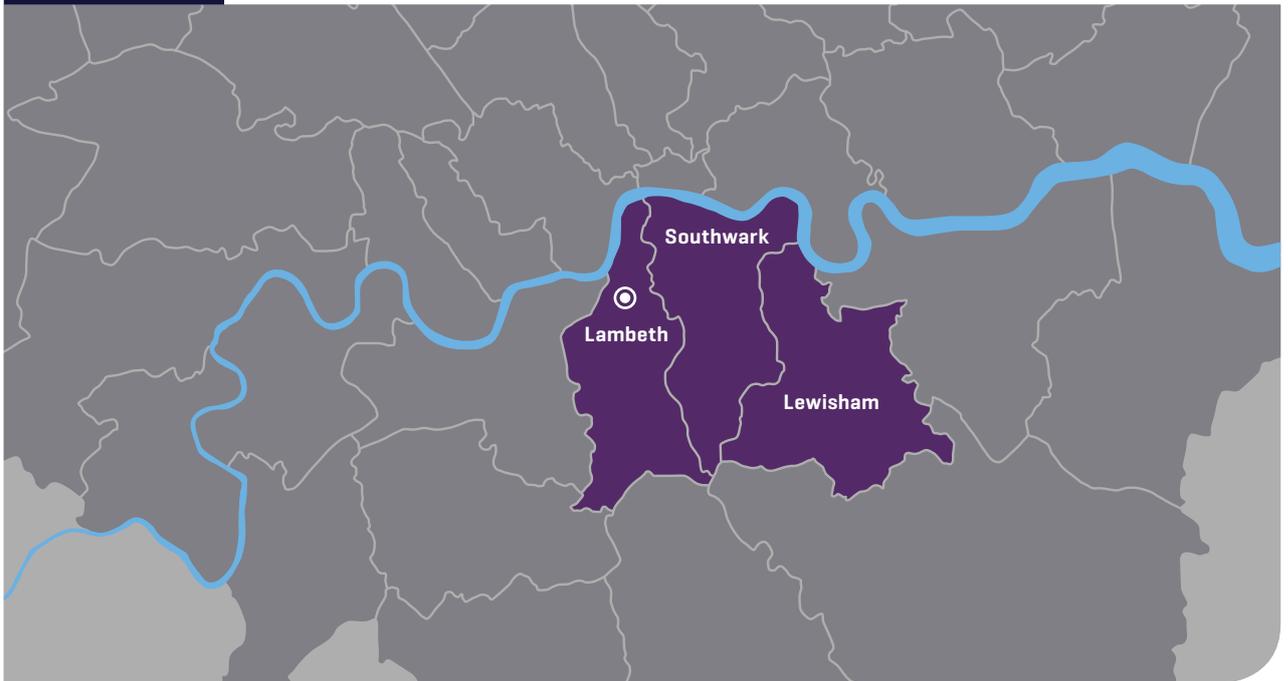
The PFI agreement is a 25-year build and operate contract (40 years with E.on and the district heating system), and covers:

- Refurbishment of 172 tenanted, leasehold and freehold properties
- Demolition and new build of 305 tenanted and leasehold properties
- Construction of additional 503 private properties including 146 additional affordable homes
- Construction of a new community centre
- Refurbishment of commercial units and construction of a new local store
- Construction of a new energy plant to provide heating and hot water
- Implementation of a large new park
- Housing and tenant management services for 25 years
- Management and maintenance of all the council houses and open spaces for 25 years.

The PFI contract between Lambeth Council and the Regenter consortium was signed in May 2012, six years after the first negotiations started. At that time, there was government funding encouraging PFI operations and, essentially, this meant that the Council could take out a long mortgage: the council would pay monthly while the consortium would make the capital investment upfront and would recover their investment through the sale of private housing and the monthly payment for housing and estate management services. Monthly payments from the Council are calculated as a unitary charge, a standard PFI procedure, based on the number of properties and the types and characteristics of the services, all calculated through complex formulas and adjusted by inflation every year. The contract with E.on has its own particularities: it is longer and return on investment is dependent upon energy prices negotiated with the National Grid. The heat and hot water produced by the new plant will be sold to the estate residents at relatively subsidised rates based on a basket of current tariffs elsewhere, whilst the energy will be sold to the Grid.

The estate is still being redeveloped but once that finishes, Regenter and partners will play the same role as any other housing management agents in the borough. They will be doing the same functions of engaging with the community and managing services on behalf of the community, under a different type of contract from housing associations or TMOs, but with the same ethos and outputs.

**Figure 3** Location of Myatts Field North Estate within Lambeth



Source: Regenter website - [www.regentermyattsfieldnorth.com/about/development-regeneration/](http://www.regentermyattsfieldnorth.com/about/development-regeneration/)

**Figure 4** The main park



Source: Regenter website - [www.regentermyattsfieldnorth.com/about/development-regeneration/](http://www.regentermyattsfieldnorth.com/about/development-regeneration/)

The street plan of the estate, under the new Masterplan, is designed to be much more permeable and is made up of urban blocks, with streets around them instead of the original layout with cul-de-sacs. This means the creation of roads that will most certainly be adopted by the council and as such, they are being built to the Council's specifications. Therefore, the PFI consortium will manage the blocks, park and open spaces but not necessarily the street space between them.

The park and grounds management element has yet to be fully developed and that will happen once the new park and the new homes are completed. From the experience of similar contracts within the same local authority area, it is expected that there will be a full set of standards and KPIs specifying the nature of the management and maintenance service the consortium will have to provide. There is already a suit of 54 KPIs included in the contract, some of which relate to grounds maintenance.

The contract is a self-monitoring contract. The contractor has to collect from its subcontractors the information showing how well it is doing against the agreed indicators and present it to the client. Therefore, Regenter has to collect data from its 3 main subcontractors (Pinnacle PSG, Higgins and Rydon) and report periodically to the Council against the KPIs. If performance is shown to be below agreed standards they can then be fined. E.g. if a playground remains closed for 3 days because of vandalism and that is more than the maximum allowed closure, Regenter has to communicate the fact and the associated penalty to the council.

The facilities that will be built in the park are already specified in the PFI contract. There is a specification that Regenter will provide a MUGA (multi-use games area). They also have to provide two seven-a-side multi sports pitches, at a pre-agreed price. The contract admits some flexibility as to what should happen to those facilities within its 25-year duration or how long they should be built to last. Refurbishment or replacement within the contract period will be negotiated. There is an expectation that Regenter might apply for community funds or other sources beyond their own in the future and, if trends change entirely, that the facility might be replaced by something else. Some of the facilities might be transferred in time to community management (e.g. the community centre and some of the sports facilities) although Regenter might remain as the managing agent on their behalf. The idea is that those facilities should be self-sustaining and run by the community. At the moment of writing, there is a community development organisation called the Happenings that is expected to take management over in due course.

Any significant change to the contract, e.g. rules of access to open space and facilities or nature of those facilities, need to be approved by the PLG, the strategic body overseeing the PFI operation. Any party can request a change in the specifications of the contract. The changes need to be costed and impacts assessed before it is presented at the PLG for approval and a decision made on who will pay for any extra costs.

The PLG currently meets monthly, but will meet quarterly once the development is complete. This body will decide on management rules for open spaces once they are completed and the project comes to its steady state. The expectation is that there will be a separate working group within the Liaison Group, working alongside residents, who will make the decisions on behalf of the PLG.

It should be noted that those long-term arrangements do not apply to open spaces within the new for-sale housing units. Long-term management and maintenance is not covered under the PFI agreement and the expectation is that residents will pay a service charge for grounds maintenance to a contractor of their own choosing.

#### **4.1.4. Nature of public space management**

The public space management roles of the PFI consortium are still being detailed, but their general lines follow the terms set out in the agreement as described above.

##### **Coordination**

Operational coordination, that is the coordination of management operation, resides with Regenter as head of the PFI consortium and main contractor to Lambeth Council. This role is expected to be similar in nature to that of other estate managers in charge of council housing estates, even if full details have not yet been discussed. The coordination of day-to-day management will be Rydon's, the PFI partner and subcontractor for grounds management. Their autonomy for managerial decisions will be circumscribed by the KPIs and other standards set out in the grounds management subcontract, itself framed by the main PFI contract.

Strategic coordination lies with the PLG, although the intention is that it will intervene only in changes to approved contract specifications or redefinition of strategic direction concerning open spaces.

For the facilities that might be run in the near future by the community, The Happenings or other community development organisation will coordinate management when it is transferred to them. This might include the management of sports pitches.

##### **Regulation**

The regulatory framework for using public spaces within Myatts Field North has not yet been set up. The precise nature of the by-laws and regulations that will apply to those spaces will be discussed as the redevelopment is completed, although the expectation is that they will be similar to those of other estates in the borough and other community-run parks.

As a development and then management contractor, the PFI consortium does not have the power to set up rules and regulations for the use of open spaces. This resides with the Council as client and the PLG as overseer of the contract and in both the resident community has considerable power.

Enforcement of any rules or regulation will be done by the grounds management contractors Rydon, as part of their estate and ground management functions. It is expected that they will maintain a management presence in the open spaces, probably through wardens.

## Maintenance

Maintenance routine is and will be the responsibility of the grounds maintenance contractor (Rydon), who will operate by the standards and indicators specified in the PFI contract. They are also accountable to consortium leader Regenter and through them to Lambeth Council. Rydon will either use its own employees (there is currently an in-house landscape gardener) or will subcontract another organisation to do the work. The current contract gives them the flexibility to do so.

Parts of the parks and open spaces will eventually be maintained by The Happenings or other community organisation, either by themselves or through a contract with the consortium.

The new roads that might be adopted by the council will be managed by the later. The consortium will transfer the responsibility for street cleaning, for example, on those adopted roads. This is not decided yet, and will depend on a cost benefit analysis but it is very likely that it will be more interesting for the consortium to make sure the new roads are adoptable and have them adopted than to keep them as part of the estate and receive a fee for their maintenance.

## Investment

Capital investment to redevelop the housing, parks and open spaces came from Regenter and will be paid back by the local authority over the duration of the contract as unitary charges based on the capital costs and the costs of performing management services. Values are all tied up in the complex PFI agreement and any changes in services that have cost implications have to be approved by the Project Liaison Board, as they will imply changes in the contract.

Future investment in renovating some of the infrastructure and facilities is not part of the contract and will have to be negotiated among the parties.

Maintenance costs are also part of the contract and included in the unitary charges paid by the client, the Council, to the contractor Regenter and its sub-contractors.

With some of the park facilities such as the community centre and the sports pitches and cafés, there is the possibility of generating revenue. Those facilities are likely to be transferred to The Happenings and the income will make them self-sufficient with any surplus that could be generated being used to fund community activities, although this is not expected to happen in the early years.

## 4.1.5 Openness/accessibility

The small and large parks being created in the redeveloped estate will be open to the public and the new layout will make them more accessible than they were when enclosed within the estate. Facilities such as the community centre or the sports pitches will have regulated access. The rules determining rules of behaviour, limitations and exclusions (e.g. related to dog access), opening times for facilities and access to them have not yet been fully negotiated, but the expectation is that the resident community will have a large say in determining them.

The Regenter consortium itself or through its subcontractors does not have full powers to set those rules on their own. These will be set at the level of the PLG, with the involvement of Lambeth Council and residents organisations. The principle behind the PFI agreement is that the consortium and its contractors will be managing the open spaces on behalf of the local authority and of the residents' organisations as clients, and therefore it is the latter who will decide on access and openness rules.

Some rules on openness and accessibility are included in the PFI agreement, and establish the maximum time an open space or facility can remain closed and inaccessible for whatever reason, as well as the fines associated with breaking those rules. In the agreement, access is qualified as a service, contracted out to the consortium and for which performance indicators apply.

Residents' organisations have had an active role in determining both the layout and design of open spaces and facilities and how they should be operated. There was a resident's forum established to review and consider all the PFI proposals and this was the main consultative forum. The forum was heavily involved in consultation throughout the six/seven years that it took to establish the PFI and in the choice of a preferred bidder. Attendance to forum meetings was open to all residents, although key decisions were taken by a board that had access to confidential commercial details. The forum leadership was made up mostly of the former Tenants Management Organisation that run the estate before the redevelopment, and which evolved into The Happenings.

The current residents' association has monthly meetings in which they invite both contractor and the council and to air their issues there, as for instance, when decisions were being taken about how the community garden would work. The outcomes of those meetings then become an agenda item on the PLG, but the details would be the subject of separate meetings, a working group, that would work out the details.

#### 4.1.6 Accountability

The PFI agreement has very clear lines of accountability between the contractors (the consortium) and the client (the local authority), with performance indicators and sanctions to assess and enforce compliance. It can be assumed, therefore, that user aspirations and wider policy objectives are represented in the contract and secured in the implementation process.

However, the agreement refers only to the core elements of the service provided by the consortium (what is to be build, what is to be operated, basic maintenance standards, basic rules of access). Decisions are still to be taken in the PLG about more detailed strategies about the use and operation of open spaces and associated facilities. Those seem to involve residents – the main users – and might generate amendments to the PFI agreement.

The process of generating changes in the agreement is quite complex. Residents might initiate, but to date they have not. Most of the changes that have occurred so far are operational and were initiated by either the Council or by the contractors. Residents have instead raised issues with the council, which has then presented it at the PLG.

The expectation is that the relationship between local authority and contractors, and between residents and the local authority and contractors, will be of a similar nature as they are in other housing estates in which management is not undertaken directly by the council. The residents have their forum where they can express their aspirations,

and once decided upon these are taken to the council and contractors for decisions about implementation. In this case, the main forum for deciding on users aspirations is the PLG. Cost is an important issue for any aspiration about the use and management of public spaces and facilities. Any changes in the PFI contract have to be costed and a decision made on who should pay for any increase above what was specified in the original contract – i.e. either the Council or the contractors.

The agreement allow for some of the open spaces and facilities to be run by community organisations, which would have autonomy to decide on how to use and run those spaces.

All this discussion refers to the parks, open spaces and facilities within and around the council-owned housing, whose residents are represented by The Happenings and a residents' association. The redevelopment will also create more than 500 housing units for sale, a third of which will be managed by a housing association, the others sold in the open market. The management of the open spaces surrounding those units is not covered by the PFI agreement, and even if it is done by the same contractor (Pinnacle PSG), the expectation is that it will follow conventional rules for the management of private housing estates, with residents paying a service charge for the management service. Similar arrangements, but possibly with more direct resident participation, will cover the housing association part of the development.



Source: Padmayogini – Shutterstock.com

## 4.2 Leathermarket area estates

### 4.2.1 The public spaces

This is a collection of open public spaces belonging to several council owned housing estates and housing blocks in Bermondsey, Southwark, just south of London Bridge railway station and Guy's and St. Thomas Hospital. They comprise a variety of spaces of different sizes, in more or less accessible positions in relation to the housing they are associated with: some are internal to housing blocks, some are external and street facing, and none constitutes a separate park.

The part of London in which these estates are located is mostly residential, by virtue of the concentration of social housing and new upmarket housing blocks. However, it is bordered by trunk roads with mixed use alongside them and London Bridge railway arches to the North, within easy reach of the office buildings facing the Thames. There are also larger, council managed public parks in the middle of the area (Leathermarket Gardens, Tanner Street Park and Guy Street Park).

### 4.2.2 Nature of management body

Leathermarket Area Estates is the name given in this research to the several local authority housing estates in the London Borough of Southwark, managed by Leathermarket Joint Management Board (JMB).

They are Southwark's largest resident-managed housing organisation, managing around 1500 homes in Borough and Bermondsey, between London Bridge and Tower Bridge, together with the grounds of the housing estates in which these homes are located. The majority of those spaces are open and accessible to the general public.

Leathermarket JMB is run by a board of directors comprising 2 residents nominated by the five TRA (tenant and resident association) that make up the JMB. They make the key decisions on behalf of residents concerning how the estates and their grounds are managed, develop policy and oversee the day-to-day working of the JMB.

The legal framework for the operation of the Leathermarket JMB and their role in managing public spaces is given by the Right to Manage legislation introduced in 1994. It enabled residents of council owned housing to establish their own companies and provide their own management services, which includes management of the open spaces that fall within their designated area.

The formal ballot of tenants on the formation of the Leathermarket JMB was successfully held early in 1996, with the organisation being constituted on April of that year. The law prescribes that residents need to confirm every 5 years that they wish to continue with their management organisation or revert to council management. The first JMB continuation ballot was successfully held in 2001 and a second in 2006.

**Figure 5**

**Courtyard in one of the Leathermarket estates**



**Figure 6****Typical distribution of open spaces within the housing estates**

In the early 2000s a separate organisation, Leathermarket RSO (Resident Services Organisation) was set to provide local employment as part of a Government pilot. The RSO took over the gardening services for the JMB and the provision of weekend cleaning service.

#### 4.2.3 Nature of the management contract

The contractual relationship between Southwark Council and Leathermarket JMB is framed by the Right to Manage legislation, which allows for the transfer of managerial responsibilities to JMB, and secures an overseeing role for the local authority, with powers to intervene and revoke the agreement if necessary.

Once JMB was established, the Council negotiated allowances with them, transferring amounts of resources that equate to what it would have spent on housing services, managing open spaces within the estates, etc., to enable them to do so. This is formalised in a management agreement.

The JMB are an exception among other tenant management organisations in Southwark because of the way they have been financed over the recent years. They have been allowed to keep all the rent and service charges from leaseholders that they raise on their estates and, in return, they have provided the local authority, who are the freeholders of the estates, with a 30 year investment plan. That means that now JMB do all the major works on the estate and they are also paying off the housing debt attributable to their property which was previously paid by the local authority. This new arrangement led government to introduce a change in the statutory guidance last year to allow it to be applied elsewhere. This new arrangement has shifted focus towards the financial aspects of the agreement between

Southwark and JMB, as the latter now get an income of some £8 million and are responsible for paying back about £1.2 million of the council's housing debt.

This arrangement also means that the JMB contract has now a termination date of 5 years, with a provision for an extension of further 5 years. This was introduced to allow the Council to re-assess the contract at specific period. The council monitors performance on rent collection, for instance, and if the agreed performance indicators are not met the council could take action under terms of the agreement. So far JMB has managed their income effectively and generally make surpluses that they freely reinvest into the estates, according to their 30 year investment plan.

Public space management is a minor part of the agreement and it encompasses laying out and maintaining those spaces.

JMB has the freedom to buy out the services they need with whichever providers they want. This means that they do not have to use council services. However, they still purchase some services from Southwark Council, such as legal services and financial support. Grounds maintenance is done in-house by JMB or in partnership with charities. Part of the reasons for taking cleaners and gardeners in-house was that the private contractors they had to use, through the competitive tendering process in the 1990s, would have been people on low wages, insecure contracts and very little motivation. The tenants association wanted different relationship with those workers and how that work was organised was important to them.

#### 4.2.4 Nature of public space management

Grounds management and its standards is part of the main agreement between JMB and the Council. Investment plans for open spaces are part of the 30-year investment plan negotiated between the 2 organisations.

##### Coordination

JMB has full autonomy for the management of the public spaces within their housing estates, within the terms determined by the contract between them and Southwark. They can determine maintenance and management plans and they do not need to follow council's procurement rules and can coordinate the buy-out of services and decide on which services are brought in-house and which are contracted out. They play the role of client to the council's contractor in coordinating services from the local authority.

##### Regulation

As the body implementing the decisions of the TRA for each estate, JMB has regulatory powers over the use of, and access to, estate grounds, as long as they conform to council bylaws and national legislation whenever relevant. The TRA internal structures, provide the mechanisms for solving conflicts of interests between different groups

of residents JMB does not have police power but they subscribe to Southwark Council Warden Service. The wardens patrol public spaces and look at minor issues regarding litter and behaviour. They are funded from the general fund of the local authority and the housing revenue account pays a proportion of that. JMB is expected to contribute towards that amount according to a formula based on the number of council properties JMB manages. However, there are issues around this service and JMB is unhappy to pay for a service they say they do not get much from, as wardens are spread over large areas and are rarely in their estates.

## Maintenance

Maintenance is at the heart of the Right to Manage contract between Southwark and JMB has full autonomy to decide on and deploy maintenance routines. Because of its close links with its community, it has transferred some maintenance responsibility to Groundwork London, the green space charity, in projects to engage local residents in gardening activities as much as possible, with the creation of vegetable gardens and initiatives alike. Similarly, they have recently signed a contract for community gardening with St. Mungo's, the homeless charity, to create and maintain a number of gardens.

## Investment

The contract between JMB and the Council determines the level of payment from the council to JMB on account of grounds management. More substantial capital investment, using revenues from rents and services charges, need to be included in the 30-year investment plan.

However, because of its autonomy, residents and the JMB have taken advantage of a reasonably well funded grant regime from the council and elsewhere to fund garden improvements. Residents can apply to the Council directly for improvements and there are other small grants from the GLA and other bodies. The main issue with direct resident leadership is that that projects are driven by a couple of enthusiastic people, but only continue as long as those enthusiastic people are involved. A walk around the estates shows clearly the areas in which residents have taken ownership of the gardens. This situation has led inevitably to some inconsistencies, with areas that are of a high standard and areas that are not.

JMB has also been good at negotiating with private companies operating in their area to provide some funding for landscaping work. The most significant intervention, at the time of this research was taking place on the Whites Grounds Estate. The estate is formed of about 115 properties with a large grassed area in the middle, which was used as a walkthrough and it is now being transformed into a garden. This project and a few others have been made possible by a partnership with Team London Bridge, the neighbouring Business Improvement District, which helped put together and led on a successful bid for an external grant to create the new garden.

## 4.2.5 Openness/accessibility

Most of the open spaces of significance managed by JMB are open to the public, although usage by people from outside the surrounding housing estates seems to be relatively limited. The framework for establishing rights of access, use, exclusions and limitations are the council's by-laws, applying to all council owned public spaces in Southwark. This means that most public areas are open to the general public under the same conditions as all other council public spaces.

Specific rules for opening/closing times for gated spaces as well as rules for types of use allowed in each space, are discussed through the tenants association that run each estate (TRAs). Rules are negotiated in meetings of tenants. Agreed actions and decisions are then circulated to all the tenants, since these meetings are attended by only a fraction of the tenants in each estate.

The most contentious issues tend to be related to play space, particularly football space, and involve conflicts of interest within the resident community. Many parents want their children playing close to them, and many older estates are built on the courtyard idea, so that parents could keep an eye on the children. However, other residents resent this and find playing close to their home a nuisance. In one of the JMB estates, this has become an intensely contentious issue and JMB had to bring in trained mediators to bring together both sides of the community and help to solve the conflict. In other estates this issue has been better handled, with the tenants agreeing on a rule whereby children could play until 9pm and then had to stop. Because that rule was decided by the people to whom it applied, it has been more enforceable than rules set out from outside.

Implementation of rules of behaviour and enforcement of the law for more serious issues is done by the police. For minor issues of anti-social behaviour, this might be done by JMB employees, gardeners or the residents themselves. During the day JMB can go out and talk to people, as have occasionally residents themselves in the case of dog walkers and dog mess and people lying on flower beds.

JMB are aware that issues related to people's behaviour in their public spaces are of a low level relevance for the police. Moreover, they would not be particularly resourced to enforce those rules. Consequently, enforcement of rules fall solely on JMB. Since their offices are closed in the evenings and the police are on shifts that largely finish at 5 o'clock, JMB has tried to agree with residents some kind of voluntary 'patrolling' service. Accordingly, there would be volunteers to lock up places with gates, to agree with residents that children will stop playing in play areas at a certain time, and to try and make most rules as self-policing as possible. Therefore, it could be said that JMB rely on people agreeing the rules themselves, parents talking to their children and the negotiation of conflicts amongst the residents.

#### 4.2.6 Accountability

JMB has sophisticated and well-scrutinised systems to account for the 'big decisions' they make. These encompass decisions about where the major works are needed, where the large contracts get spent, etc. Council and residents are both involved in these negotiations. Day-to-day management of public spaces is a minor issue. Consequently, JMB largely let their gardeners and even keen residents get on with things. JMB defines this situation as an organic process, in which JMB operational strategies have to accommodate residents' initiatives as they emerge.

Tenant management organisations such as JMB have a direct line of accountability for day-to-day management issues – i.e. a local office with staff known to residents, who can come into the office and insist that the problems are dealt with straightaway. That seems to meet residents' needs and make them feel that they can influence things. Conversely, influencing council policy requires going through many levels of bureaucracy, whereas with tenant management, an idea can be proposed and within a short time, results can be seen on the ground because it can be implemented much more quickly.

Community involvement is part of the remit of JMB and projects of intervention in the gardens have been accompanied by efforts to engage residents in e.g. the creation and running of a vegetable garden. The engagement work is done by the charity Groundwork, who works as JMB partners and involves regular workshops and fun days with residents. However, the interviewees acknowledge that engaging residents is not necessarily easy as people have other priorities, and it can be seasonal as it is easier to attract residents to be involved in gardening projects in the summer than in winter.

Groundwork can propose interventions in the public spaces within JMB estates. Such proposals are included by JMB in the TRAs' monthly meeting agendas and discuss with residents in those meetings. Proposals from Groundwork or the residents themselves are not always accepted by JMB, who seek advice in their gardeners' expert opinion. This is especially so when there are long-term maintenance implications, as this will end up as the gardeners' responsibility if local residents' involvement wanes.

Despite those caveats, the management system seems to be responsive to users' needs (insofar as these users are mostly the residents of the estates) in a fairly direct manner, both in terms of JMB's management plan and even more so, in its implementation.



## 4.3 Potters Fields

### 4.3.1 The public spaces

Potters Fields is a park located by the Thames across the river from the Tower of London. It covers roughly 1 hectare between the river Thames, the office buildings of the More London estate and private housing facing Tower Bridge Road and Tooley Street. It is physically connected to the open spaces in the More London estate, especially those around the GLA building, and the Thames riverside walk. Its prominent position in an area of high tourist flow makes it northern end intensely used. The Southern end is close to the concentration of offices and mostly food retail along Tooley Street.

### 4.3.2 Nature of management body

The original area of the park was previously occupied with wharfs, docks, warehouses and even a burial site – one of the reasons for the name of the park. In the 1970s, due to the de-industrialization process, the area was freed from all the previous industrial buildings and the first British urban ecological park was established in its place – the William Curtis Ecological Park. Shortly after the new Thames Barrier was finished by the beginning of the 1980s, the approval of a new development master plan for the riverside area, between Tower Bridge and London Bridge, threatened the very existence of the park. The uproar caused in the community was finally solved with the inclusion of a new Riverside Walkway and a three acre park in the master plan, which set out the current boundary of Potters Fields Park.

Figure 7

Potters Fields looking west



At this point, the ownership of the land had been just transferred from St Martin's Property Corporation to Southwark Council. In 2004, St Martin's would sell an adjoining stretch of land to the south of the park to Berkeley Homes. Although there have been different proposals to add this strip of land to the park, the planning application that finally received approval (2006) entails the re-development of the land as a residential scheme mainly, with Berkeley Homes being the developer of the site and co-owner with Southwark Council. The advent of the More London development (2004) and the likely increase of footfall in the area triggered a lot of concern about the park's future. The new context posed two main challenges to the park: 1) A management challenge. The hiring of the park for different events had provided the Council with a reasonable income over the years but this money had not been necessarily re-invested in the maintenance of the park. In fact, it had been distributed to fund various other things across the borough. However, the new context would require a top quality level of maintenance which posed a remarkable challenge for an already overstretched Council. 2) A design challenge. The increase of office workers and residents in the area would be quite significant after the completion of More London development. In addition, an increase of tourist to the area

could also be expected due to the strategic location of the park and the river side improvement that the development would bring about. To tackle all these challenges, the Pool of London Partnership (PLP) – a regeneration agency formed in 1996 for the improvement of the area from London Bridge to just past Tower Bridge, both sides of the river – came up with two suggestions: 1) To set up a Trust that would take over the management of the park on behalf of the Council and 2) To design a more efficient lay out for the park. The London Development Authority – now absorbed back into the Greater London Authority (GLA) – gave a grant to the agency and the Trust was constituted in 2005. In addition, the money for the new park came from More London's Section 106 agreement. The park closed down in 2006 to carry out the necessary works and re-opened to the public in 2007.

The Trust, a not-for-profit company, is managed by a Board of Directors, whose members are: 2 representatives from the Council, 1 representative from each resident association – Fair Street Community Housing Services and the Shad Thames Residents Association – 1 representative from More London, 1 representative from the GLA and 1 from the Team London Bridge Business Improvement District.

**Figure 8**

**Potters Fields looking south**



### 4.3.3 Nature of the management contract

The management of the park is under a thirty years lease contract – rent free but with no right to renew it by the end of that period – and its associated Service Level Agreement (SLA). It was signed in 2005, between Southwark Council and Potters Fields Management Trust, when the Trust was constituted. The park also has an inclusive premises license, issued by Southwark Council under the 2003 Licensing Act, to allow almost any form of public entertainment, from the sale of alcohol and playing music to projection of films.

The contract includes very detailed specifications on cleaning, health and safety, maintenance, gardening and hiring the park for events, which is allowed under its term. The limitations to the type of events that can be hosted in the park – political or religious events are not allowed – are determined by the SLA with Southwark Council.

Although the hiring of the park is within the Trust's remit, the Trust establishes that the event organizer will be accountable for any damage or safety issues whilst in control of the park. Moreover, the costs of repairs and reinstatements of the park plus a 10% fee will be charged to the organizer. Finally, the event organizer must also provide proof of public liability insurance to the Trust in order to get hiring permission.

The Trust holds its insurance policies that covers any public or employer's liability that might occur in the park.

Southwark Council by-laws apply in the park. However, the contract does not provide the Trust or its employees with enforcement powers and these are still within the Local Authority's remit.

### 4.3.4 Nature of public space management

#### Coordination

The Trust has full autonomy for the management of the park, within the terms set out in the contract and the SLA. Consequently, it can choose its service providers, set out the contract with them and manage it, without needing to follow council's procurement rules. In addition, the Trust produces its own management and maintenance plan which is reviewed annually and it sets out the indicators and benchmarks for the performance assessment of the Trust.

#### Regulation

The regulation of both the use and access to the park are within the Trust's remits, except for the enforcement powers that are within the Local Authority. The issue with this situation is that Lambeth wardening services are struggling to cover the borough's open spaces more than ever due to the expenditure cuts. Therefore, the 'deterrent effect' that their visual presence used to have has dwindled dramatically, and so the park has seen an increase in the presence of illegal traders and vagrants.

Although police officers do have a greater activity in the park compared to other open spaces – because of its proximity to the GLA building, to London Bridge and to Tower Bridge – they do not have a permanent presence there and they would not necessarily be keeping an eye on illegal trading and vagrants. Finally, Team London Bridge BID's wardens do also give a hand in patrolling the area but they do pro bono so the Trust cannot count on them to deal with their enforcement issues on a regular basis. Taking all this into account, the Trust has decided to train its gardeners so that they can be accredited as wardens by the Council and take over enforcement powers as well.

The park also holds an inclusive premises licence that regulates and allows for almost any type of public entertainment event. However, the nature of the event is assessed by the Trust's Chief Executive on a case-by-case basis – and by the Chair plus the Board when necessary – to make sure that the event complies with the SLA requirements and the Management Plan as well.

#### Maintenance

The development of More London triggered concerns about the future maintenance of the park due to the expected increase of visitors to the area. To address this, one of the actions taken forward was to provide the park with a more efficient layout so that it would cater for the needs of the various user groups in such a way that it would also preserve the quality of the green areas as much as possible. Gross Max, a landscape practice, and Space Syntax, a London based transport consultancy, were appointed for the job. The result is a park with raised lawns to the north of the area – the one closest to the river and more intensely used – and criss-crossed by a number of strategic routes that have eased people's navigation of the area.

The maintenance of the park is contracted out to Gavin Jones, a national gardening company that has been working for the Trust since 2007. Although the company has a London team that operates across the city, the park has a dedicated head gardener since this year, as part of the new contract agreement with the Trust. The company duties in the park comprise all the maintenance activities required – i.e. cleaning, litter picking and collection, landscaping, maintenance work, etc.

The most challenging issue, maintenance-wise, is the presence of food litter in the park. The lack of litter bins in the open spaces nearby and the proximity of a Marks & Spencers supermarket have resulted in an over-use of Potters Fields' litter bins and an additional work load on its already busy gardeners. Consequently, the Trust's Chief Executive is liaising with Marks & Spencers' and More London's representatives to get some sort of support from them, both in form of funding or services.

## Investment

The Trust is self-funded and the money raised covers the maintenance of the park and its employees' salary. According to the lease agreement and the non-for-profit nature of the Trust, any surplus generated by the Trust's activities in the Park belongs to the Council. The lease also contemplates the provision of a Dilapidations Fund for the reinstatement of the park to the Local Authority in perfect conditions once the lease is terminated. The Trust believes that having to comply with both requirements is too onerous and undermines the Trust's capacity to keep the park to the quality standards required or to take on the management of other less appealing open spaces – i.e. neighbouring St. John's Park. Negotiations between the Trust and the Council are taking place but no amendments to the lease have been introduced so far.

The Trust relies on the following sources of funding: a quarterly compensation from Southwark Council for the rental loss of a café located on the stretch of land sold out to Berkeley Homes; a rent from an ice-cream van operating in the park; and finally, the main income that comes from hiring the park for different events. In addition, if there were some straightforward filming involved in the event, the Trust would usually expect the organizer to work with their film services provider, namely FilmFixer, from whom the Trust would usually receive a commission of 25%.

The fees are negotiated on case-by-case basis with the Trust's Chair Executive and they depend on the type of event and the number of days. Charities must also pay the full amount although some might get 'subsidised' by the Trust if the event has a clear community focus – i.e. the Big Lunch event.

Product placement – namely using the park as a venue for marketing – is the Trust's preferred type of event because these events do not entail fencing off the park. Moreover, the Trust gets quite a lot of money for hiring it which means that with fewer events happening in the park, they would still be able to raise all the funds they need for the year.

### 4.3.5 Openness/accessibility

The lease agreement sets out that the park must remain as an open space and so it is open to the public 24 hours a day. The gates located to the South are mere screenings for cars into the park.

Rights of access and use and exclusions and limitations are determined by Southwark Council by-laws and are therefore similar to those of other public parks in the area. However, limitations to access might apply during events, when parts of the park are reserved for fee-paying costumers.

The Management Plan includes a broad list of private events and activities that can take place in the park and their frequency. However, the hiring of the park for this purpose is carefully considered to strike a balance between the openness and accessibility of the park on

the one hand, and the monetary resources needed for its maintenance and management on the other. In this sense, events that do not entail fencing off the park or a high level of noise, like product-placement events, and events that have an educational or community focus are the preferred type. In addition to this fine balance, the permitted activities and events in the park are also limited by the SLA – i.e. no political or religious events – and the premises licence – i.e. vehicles in the park are only allowed from 7am to midnight, for vehicles under 7 ½ tones.

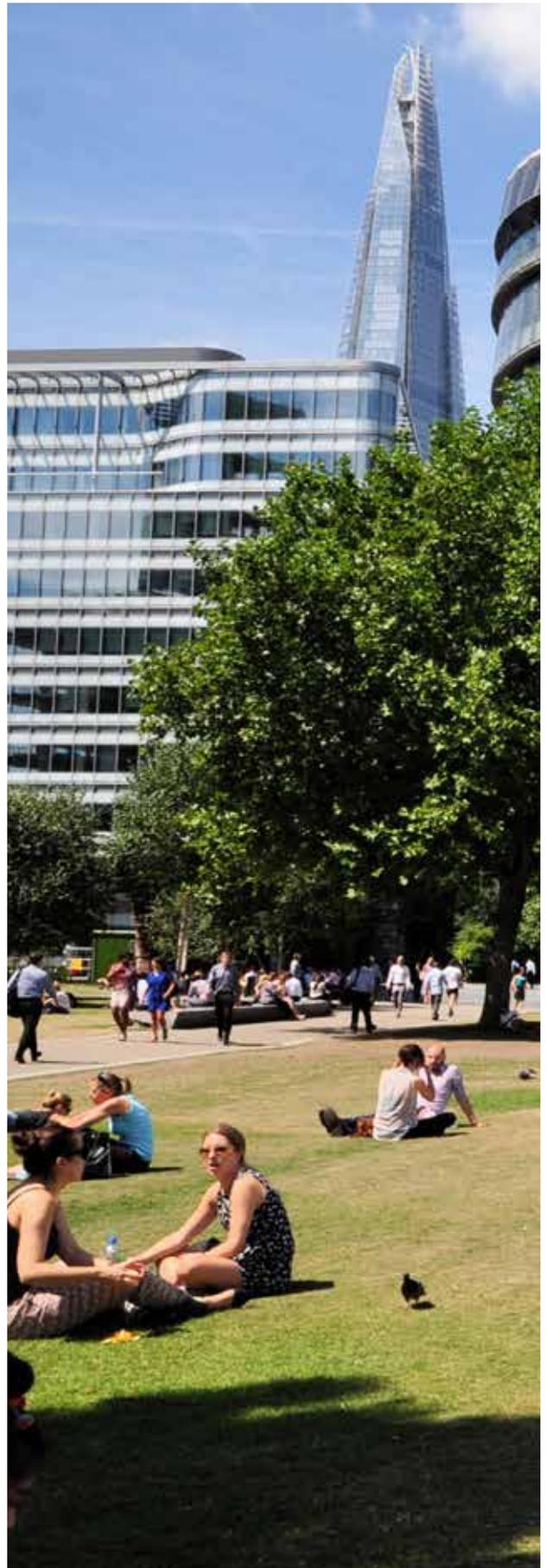
### 4.3.6 Accountability

Day-to-day management decisions are within the Chief Executive's remit, following the terms set out in the Trust's Management Plan, which gives a strategic overview of the Trust's Memorandum and Articles of Association, the outline business plan for 2010-2011 and the terms of the lease and associated SLA with the Council. Management issues on the ground are usually reported to the Chief Executive by the gardeners on site, who are usually the first line of approach for the wider public. Stakeholder groups represented at the Board have also a direct line with the Chief executive with regards to day-to-day management issues, whose office is half a mile from the park. The Local Authority is usually not involved at this operational level unless they receive a direct query from the public, in which case they would contact the Chief Executive to discuss the issue. The Chief Executive's activity is monitored by elected Chair of the Board – the GLA representative at the time of writing – on a monthly basis. Contentious decisions are made by both the Chief Executive and the Chair whenever they emerge. These decisions usually concern applications for hiring the park because the political and religious nature of some events is not always easy to judge. The Chair would decide whether the decision should be reported to and agreed with the Board depending on the complexity of the case.

Strategic decision like contracts and other big expenditures are within the Board's remit, following the terms set out in the Trust's Management Plan. This Board of Directors represents an array of stakeholders, from local residents (one representative from Fair Street Community Housing Services and one from Shad Thames Residents Association) and neighbouring businesses (one representative from More London and one from Team London BID), to administrative institutions like Southwark Council (represented by the leader of the Council and the Council's Chief Executive) and GLA (represented by its Head of Facilities Management). Interestingly, the main complexity of the decision making process at the Board's meetings has to do with the fact that the Council is represented by its senior figures, an element that has weakened the democratic aspect of negotiations, which have been tainted by political conflicts. In this sense, the Chair has played a key role, lobbying for the necessary support that would allow decisions to be made and actions taken forward.

In terms of accountability, the Board of Directors could be categorized in two groups: the ones accountable to a particular constituency (Local residents' and businesses' representatives) and the ones accountable to the wider public (Southwark Council's and GLA's representatives). It could be then assumed that the Board represents a fine balance between local user's aspirations and the public's aspirations. In practice, the uniqueness of the site plays, and will play, a destabilising role in this negotiation between local users' concerns (e.g. noise and accessibility to 'their' park) and the public's aspirations (e.g. enjoyment of an open-to-the-public prime sight).

The relation between the Trust and the future residents at Berkeley's development is something that the Board is already considering, because of its potential negative impact on the management of the park. Taking into account the overall good experience of the Board in balancing different group's aspirations, they might include a representative from the new residents (probably from their estate management company) to try and get them on board in the management of the park.



Source: Ron Ellis - Shutterstock.com

## 4.4 Waterloo Millennium Green

### 4.4.1 The public spaces

Waterloo Millennium Green is a small, gated park located opposite the Old Vic theatre, in the junction of Waterloo Road and Baylis Road, just south of Waterloo Station. The park is a triangle, bordering arterial roads on both sides and a school on the other. Its proximity to Waterloo Station, the Lower Marsh street market and several housing estates make it a well-frequented park, with a mix of residents, office workers and passers-by.

### 4.4.2 Nature of management body

Waterloo Millennium Green opened to the public in 2001, on a former derelict site. The park was born as part of the Millennium gardens project, an initiative mainly funded by the National Lottery that aimed to create 250 new green spaces across England to celebrate the turn of the Millennium. Waterloo Millennium was the only urban green of the project – the other 249 were located in rural areas – and it was the first new park in Lambeth for 20 years.

Once the construction of this new green space was finished, Lambeth Council granted a 999 years lease to Waterloo Green Trust (WGT), a small local charity that would work alongside the community in the maintenance of the park, according to the requirements of the Millennium project.

WGT partnered with Bankside Open Spaces Trust (BOST) in 2009, after some time struggling to find enough funding to maintain the park. BOST, a well-established charity that had been managing different open spaces across Southwark borough, took over the maintenance and operation of the park but the lease was still issued to WGT, due to legal constraints. Finally, a new lease agreement of 999 years was secured to BOST by Lambeth Council in March 2014, formalising the previous arrangements. WGT members were incorporated to BOST structure and the merge of both charities was then finished.

BOST is a charity specialist in horticulture, gardening and the management of urban open spaces, set up in 2000 and based in Bankside. They are governed by a board with 12 trustees. They support and service a broad network of park, community managed green spaces and open spaces groups to carry out consultation, fundraise and oversee improvements. BOST helps to initiate and run community gardening clubs, awards small grants for local horticulture projects and both organises and hires out parks and open spaces for celebratory public and private events. They also provide informal horticultural training, landscape maintenance, garden maintenance, grounds maintenance and gardening work experience in the local parks, gardens and open spaces. Southwark Council is a major partner in much of the land managed by BOST, and they have close and formalised connections with residents' groups Blackfriars Settlement, Bankside Residents Forum and Waterloo Community Regeneration Group, the former two through a Community Anchor Partnership.

**Figure 8**

**Waterloo Millennium Green and its crossroads location**



Figure 10

The park looking north



#### 4.4.3 Nature of the management contract

The contractual relationship between BOST and Lambeth Council is framed by the 999 years lease agreement and its accompanying Service Level Agreement (SLA). The contract requires BOST, the lessee, to keep the park in good condition. This involves the maintenance of the park, from cleaning and waste collection to gardening and small improvements, as well as the management of the park on behalf of Lambeth Council, which includes securing revenue funding and empowering the community to take on greater responsibility for the maintenance of the park.

Waterloo Millennium Green is recognized in the contract as a 'local park', therefore subject to the Lambeth Open Space Strategy (2013), which entails some sort of financial support from the Council for the maintenance and enhancement of the park. The amount of annual funding from the Council is detailed in the contract for a period of ten years, along with the Council monitoring measures against agreed works and maintenance programmes. The Open Space Strategy also sets out that the park, a Council asset, must provide public and inclusive access.

The Public Contracts Regulations (2006) do not apply in the regulation of this contract because it is below the Council's work contracts threshold.

#### 4.4.4 Nature of public space management

The management and maintenance of the park, for a period of 999 years, forms the core of the agreement between BOST and Lambeth Council.

##### Coordination

The lease of open spaces and parks to local partners has gained momentum in Lambeth Council since December 2013, when its Cooperative Parks Programme was approved by Cabinet. The underlying idea of the programme is to empower communities to take on greater responsibility for the management and maintenance of their open spaces and parks, while the Council retains a monitoring role. Lambeth Council granted a lease to BOST because they had a successful track record of similar sustainable community-led management arrangements in the neighbouring borough.

Accordingly, BOST has full autonomy for the coordination of Waterloo Millennium Green and does so through its board of trustees. The coordination with the community is done through a dedicated Steering Group of around 30 members, formed mainly by local residents and representatives of other local organizations like Waterloo Quarter BID.

## Regulation

According to the lease agreement, the regulation of the access to and use of the park is within BOST's remit as long as this complies with the requirements of Lambeth Open Space Strategy. However, the contract does not include the transfer of enforcement powers to BOST and these remain within Lambeth Council's remit.

BOST also have full powers to procure and enforce contract disposition with service providers for the maintenance of the park. BOST are currently working on the procurement of an accredited waste carrier and a waste specialist to help them deal with the waste management, the most challenging issue at the moment.

Despite the latitude provided by the lease, BOST management and activity will be closely monitored by the Council against the agreed financial procedures, Works programme and Maintenance schedule included in the lease. This represents in effect a limitation to BOST's regulatory powers on the park and ensures "Council's role as custodian of open space" (Lambeth 2014, p.7) even if this is at arm's length.

## Maintenance

BOST is responsible for the capital works, maintenance and improvement of Waterloo Millennium Green. This includes replacement of fixtures and fittings, cleaning, gardening and waste recycling.

Most of the maintenance work is done in collaboration with volunteers and other local groups, like schools and tenant associations. Major works, like the reinstatement of the water feature, are contracted-out to professional workers.

There is an on-site warden responsible for the clean-up of the park on a daily basis, as well as the closing of the gates and the surveillance of the area. Her role has proved quite effective in keeping a good atmosphere in the park. She has established a good relation with the challenging user groups of the area – i.e. homeless – which has granted her their respect and has allowed her to manage their behaviour without much effort. On this note, the Steering group has decided to halt the improvement of lighting conditions at nights because they fear it might encourage the presence of rough sleepers.

The presence of neighbouring food business is posing a real challenge to the maintenance of the park because of the food packaging and food waste that people tend to leave behind. The Steering group is currently liaising with these businesses to get their help in dealing with the cleaning of the park. In addition, different strategies are being discussed to ensure the quality of the waste recycling process. These involved the hiring of a dedicated waste carrier and an expert advisor on waste management.

## Investment

The lease contract establishes the financial funding of BOST management and maintenance activity in the park for the next 10 years – i.e. from 2014 to 2024 – as it follows: up to 50% of the financial operations for the year 2014 and around 25% for the following 10 years. This funding comes from a number of s106 financial contributions that Lambeth Council has agreed to assign to Waterloo Millennium Green. BOST's financial activity will be monitored by the Council against the capital programme and the yearly rolling maintenance schedule detailed in the lease.

The rest of the funding needed to maintain and manage the park comes from different sources. Most of it used to come from different grant funders, like the Big Lottery Fund or Waterloo Quarter BID. However, the financial crisis has significantly diminished the amount of money received from them. Moreover, the increasing number of local organizations taking on management of public spaces has meant that competition for these small streams of funding is greater than ever.

Taking this situation into account, the Steering group is looking for other mechanisms to generate revenue in the park. These mechanisms are being detailed in a masterplan that has already been approved by BOST's trustees. Once the final proposal is completely ready, it will be consulted with the community before submitting it to the local authority for approval. One of the revenue mechanisms would be the construction of a kiosk that could be then rented out and would provide them with steady revenue. The kiosk would be located on the corner of the park that is closest to the road junction and it would ideally occupy part of the sidewalk, which would mean an effective increase of the park area.

BOST are also looking to get financial support from the neighbouring businesses and companies, whose employees are regular users of the park. However, this is a draining and not very rewarding process and it only proves effective when a company can be made clearly accountable for the use of the park – i.e. one company has agreed to a contribution to BOST because they have included the park on their fire escape plans.

### 4.4.5 Openness/accessibility

Accessibility to the park is limited to the opening hours which, according to the Lambeth Open Space Strategy, will vary in accordance to the daylight hours between dawn and dusk. Council bylaws also apply in the park and therefore, some uses like rough sleeping are forbidden. BOST on-site warden operates within this established framework and although she has no enforcement powers, her presence has proved quite effective in ensuring the implementation of council bylaws.

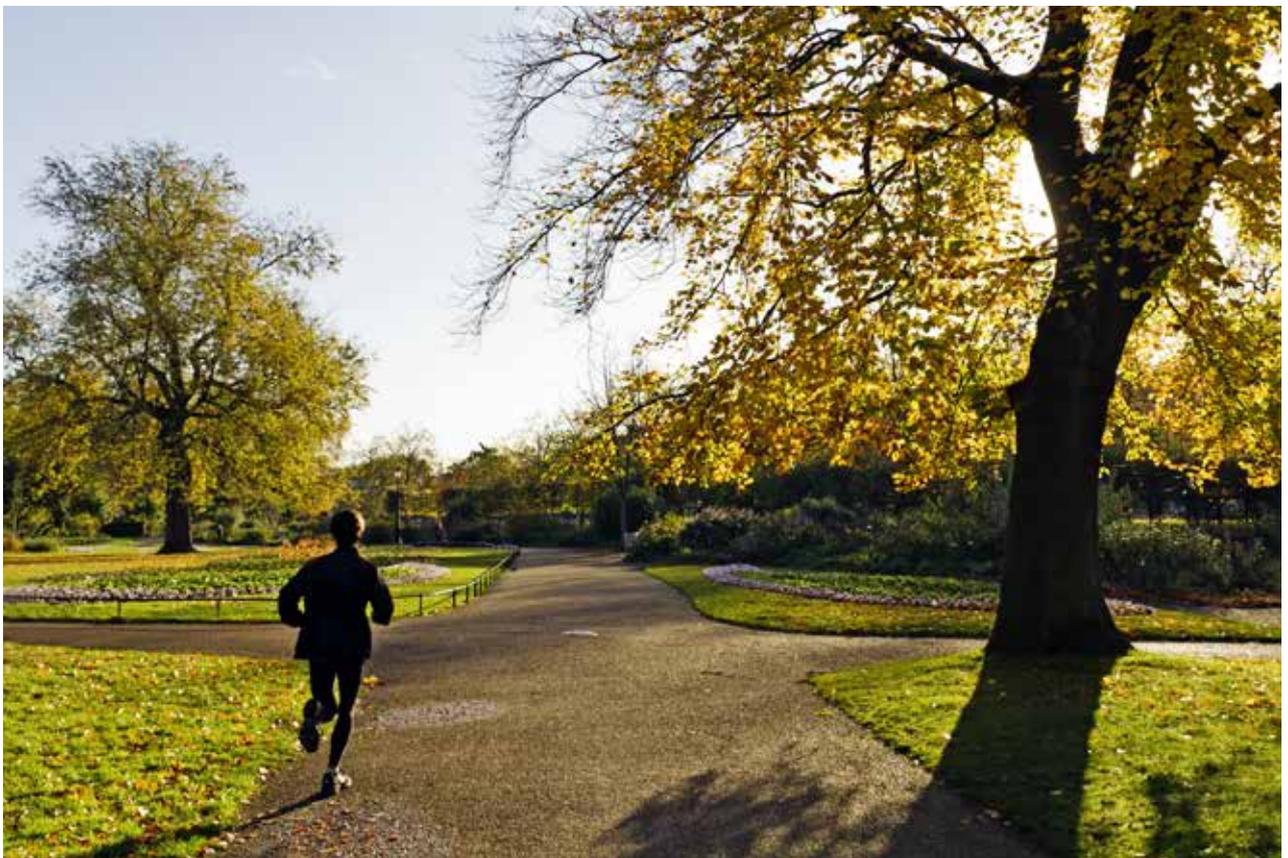
Dog's waste and food waste are major issues in the park at the moment. Despite the presence of the warden, the great number of users in the park during the opening hours makes her constant relentless cleaning activity almost unnoticed. In order to tackle these challenges, several strategies are being discussed at the moment. The deployment of informative signs across the park seems to be a preferred option to the tightening of rules that have encountered strong opposition from local residents in the past. Therefore, the Steering group expects the informative signs to increase the 'surveillance by others' effect and consequently control people's behaviour in a less 'invasive' way.

As part of their commitment to empower communities to take on a greater responsibility on the maintenance of the park, BOST works closely with volunteers from local schools and housing estates and organize gardening workshops in the park. The aim of these workshops is both to raise awareness of the existing biodiversity of the park and to help in its gardening maintenance – i.e. keeping it free from weeds.

#### 4.4.6 Accountability

BOST is accountable to the Council for the maintenance and management of Waterloo Millennium Green in the terms agreed in the contract lease. However, the agreement also establishes that the Council is the ultimate responsible of the quality of the park as well as its openness and accessibility and therefore, accountable to the general public for it.

The decision making process is split into two levels: a Strategic level and an Operational level. BOST's board of trustees is responsible for any decision that falls in the Strategic level and therefore, directly accountable to the Council – i.e. budgetary and enforcement decisions. The rest of the day-to-day management and maintenance issues are negotiated by the Steering group formed of around 30 members, including local residents and representatives for different local organizations – i.e. Waterloo Quarter BID. This composition provides a good representation of different user group's aspirations within the local community and an open forum for them to discuss and negotiate their different views. It could be then assumed that the operational decisions made by the Steering group represent a consensus among the different aspirations for the park. However, there were concerns in the past about this process not being transparent and open enough to other user groups which might not form part of the Steering group. Consequently, every decision made at the Steering group meeting is communicated further to the wider community by means of door or wall notices and announcements on BOST's website.



## 4.5 Bernie Spain Gardens

### 4.5.1 The public spaces

Bernie Spain Gardens is an open park located within the housing cooperatives of Coin Street. The park is actually two areas bisected by Upper Ground road, part of Southbank's Spine Route (see 4.6 below). Similarly to Potters Field park, the North Park links physically with the Southbank riverside walkway, which has a very large flow of pedestrians, mostly tourists attracted to the nearby South Bank complex of cultural facilities, the riverside promenade or the restaurants and bars of neighbouring Gabriel's Wharf. The South Park is surrounded by the housing cooperatives that characterise this particular part of the Southbank area of London, and is physically less exposed to visitors' influx.

### 4.5.2 Nature of management body

Coin Street Community Builders (CSCB) is a social enterprise that owns as freeholder or leaseholder a large parcel of land in the south bank of the Thames. It was created by local residents following a campaign against large-scale office proposals, with the purpose to redevelop a then largely derelict 5.5 hectares site into a mixed-use residential neighbourhood.

It is established as a company limited by guarantee in 1984. It generates income from a variety of sources, including rents, the hire of retail and catering spaces, event spaces, meeting room spaces and conference venue spaces as well as the provision of consultancy services, but profits are not distributed and are instead ploughed back into CSCB's public service objective.

The company is controlled by a Board elected by CSCB members, all local residents who have to have lived for at least 3 years in Waterloo or North Southwark. Its remit has included the development of co-operative housing; shops, galleries, restaurants, cafes and bars; a park and riverside walkway; sports facilities; organising festivals and events; providing childcare, family support, learning, and enterprise support programmes. It can carry out commercial activity but profits must be ploughed back into public service objectives rather than distributed to shareholders. Coin Street Community Builders employs a staff team to develop, manage and maintain the site and oversee its community and enterprise support programmes.

CSCB is the parent company of two other companies and their associated spin-offs. The Coin Street Secondary Housing Co-operative (CSS) is an Industrial and Provident Act Society registered with the Tenant Services Authority as a social landlord. It was established by individual members of CSCB in 1987 and assists in the meeting

**Figure 11**

**Bernie Spain South Park**



Figure 12

Bernie Spain looking North



of housing need by promoting, developing and supporting housing co-operatives. Each new residential development in the Coin Street area has its own tenant-owned primary co-operative, supported by CSS. The other spin-off, Coin Street Centre Trust (CSCT), is a company limited by guarantee registered with the Charity Commissioners. It was established by individual members of CSCB in 1987 and currently oversees Coin Street family & children's centre and Colombo Street community and sports centre.

As large landowner and employer in the South Bank area, CSCB works closely with neighbouring businesses and arts organisations through another 'not-for-profit' company, South Bank Employers' Group (SBEG) of which it is a member. It also works with other stakeholders through the South Bank Partnership, in which it has other roles in managing public space beyond Bernie Spain Gardens.

#### 4.5.3 Nature of the management contract

The freehold of a 5.5-hectare site was purchased for £1 million in 1984, using standard mortgages and a business plan showing loans being serviced from temporary uses of the land. The purchase price reflected restrictive covenants and the fact that much of the area had been derelict for over 30 years. Under the initial arrangement, the park and the riverside walkway were to be given back to the local authorities. The park ended up with the London Residuary Body (LRB) after the dissolution of the Greater London Council, who was the owner of the site.

CSCB took over that site from the LRB in 1992, as a 99-years lease for the parks and open spaces, renewable for another 99 years. This means that in effect they own the park. The main reason for taking the lease was the perceived need to have a high quality public realm that might not be afforded by the local authorities. They also wanted to use public spaces as a way of attracting people to what was then regarded as a derelict part of London. Moreover, in order to be able to afford park management, CSCB needed to have more flexibility, and that was not supported by the LRB.

The planting and paving implemented by the LRB were unimaginative and in need of replacement. With the transfer to CSCB came some of the LRB gardeners who already had ideas of what to do with the space, and they were allowed then to put them into effect.

The park is divided in a north park and a south park by a road, Upper Ground. The general strategy on how to use the whole site were defined by advisory groups, set up soon after the land passed into CSCB possession. There were groups dealing with housing, with employment uses and with open spaces and from the interaction among the three, it emerged the strategy of treating the south park as more domestic, more related to the needs of the local community and the cooperative housing around it. The north park, closer to the riverside walkway, was to be treated more like an urban park, with location for events and festivals.

#### 4.5.4 Nature of public space management

As long-leaseholders of the park and other open spaces, CSCB are in effect their owners, responsible for all management activities of Bernie Spain gardens and adjacent riverside walkway.

##### Coordination

CSCB have extensive powers to coordinate how the park is managed, what activities take place in it and how these activities should take place. They regulate the uses of the spaces and coordinate all maintenance routines and the funding necessary to maintain them. They decide on and coordinate the selection of events, the implementation of temporary commercial uses and where both take place. Their venue supervisor articulates the realisation of events and has the power to make events promoters use preferred suppliers for health and safety issues.

On its own or as part of the wider SBEG, CSCB also play a role in coordinating strategic decisions and actions impacting on the whole of the South Bank, and in negotiations with Southwark and Lambeth local authorities.

##### Regulation

Most of the public realm in the South Bank is privately owned or leased out with full rights to private owners, and therefore council by-laws do not apply to it. That includes Bernie Spain gardens. Consequently, CSCB and other landowners make their own rules about access and use of the public realm under their control, in compliance with the existing legal framework, and have to enforce those rules themselves. The police will only be involved if there is criminal activity, so enforcement of codes of behaviour and rules of access and use have to be done by CSCB.

CSCB has its own security employees, based at the OXO Tower, but there are only two on duty at any time and stay in the command centre. That means that their power of enforcement is very limited. As a Southbank landowner, they subscribe to the warden service run by SBEG, which combines the meeting and greeting functions with enforcement duties such as moving on illegal traders, a common problem along the riverside walkway and other public spaces in the area. Graffiti issues are also dealt with by SBEG's graffiti removal team, which has reduced the problem considerably. For minor issues of behaviour in the park, CSCB counts on their gardeners to remind people of the rules

Other problems are cycling in pedestrian areas, dogs and dog fouling, rough sleepers and ball games in inappropriate areas, all conflicting with young families living in the housing cooperatives around the area.

CSCB approach is to create few rules, and the ones that are in place have come out of the experience of managing the place and in discussion with residents. Their views on enforcement is that, given their limitations, it should be done only when incidents are being disruptive for regular users and residents. They do not have the powers to stop people drinking in the park, and therefore their security staff asks them to leave only when there is conflict. Similarly, the estate team – the gardeners – will talk to people playing ball games when there is the chance of disruption or damage being caused.

##### Maintenance

CSCB is fully responsible for maintenance work in the gardens and other public realm. The tasks encompass collecting the litter, maintaining the grass and trees, tending flowerbeds, and looking after furniture and lighting. They are also responsible for the design and planting of the garden. The initial design was contracted by CSCB's Open Space Advisory Group, with a focus on the organisation of events and festivals, but that has since changed and they are increasingly focusing on community needs, horticultural projects and the relaxing nature of these spaces – greenery – rather than encouraging a high level of activity in them. Initial management strategy envisaged events and festivals as ways of attracting people to the riverside, but that had high maintenance costs and could cause extensive damage to the gardens.

The experience of managing a high-demand space has been put to use in the nearby Jubilee Gardens. CSCB is a trustee of the trust managing that park and because of the experience of Bernie Spain Gardens, it has a much higher quality – i.e. proper soil, proper irrigation, much hardier mix of grasses that can withstand the traffic much better.

Until recently CSCB employed an in-house estates team, with gardeners and cleaners, supported by around-the-clock security. A few years ago, the service was contracted out, and it is now a contractor overseen by CSCB contracts manager. As a consequence, the service became removed from the ethos and culture of the organisation. There is a possibility it will move back in-house, especially if there is a partnership with the new Thames Garden Bridge project, as they will have more horticultural expertise and it is very difficult to carry a lot of expertise in a relatively small team.

##### Investment

Management and maintenance of public areas are expensive, particularly because the neighbourhood has become so popular. The cost of everyday management and maintenance of these areas is funded by Coin Street Community Builders from its commercial income, as is any investment in redesigning the park.

To finance its initial purchase of the Coin Street area in 1984, CSCB borrowed approximately £1 million from the Greater London Enterprise Board and the Greater London Council. It has subsequently repaid these loans and financed its developments by borrowing from banks and the Nationwide Building Society. Loans and interest must be repaid out of commercial income. Initially this was primarily from temporary uses of the land such as car parking, but CSCB subsequently developed a diverse range of income streams including commercial tenancies, venue hire, and fees. These also cover public space management and maintenance.

Initially, festivals and events were funded by CSCB to attract people to the site and change perceptions about the location. With time, the area became desirable for events and festivals became self-funding and profitable. However, CSCB has recently backtracked on its focus on festivals in Bernie Spain Gardens because the costs of maintaining the open spaces is considerable and the busier the area gets, the more expensive it is to remove waste and repair damages. Security costs have also increased, especially overnight, and a CCTV system had to be installed to make sure local residents felt safe. As a consequence, CSCB started to use other parts of their estate, less greener parts behind the ITV building, as a venue for money-raising events.

CSCB also receives some income from section 106 moneys. Under the London Eye Section 106, the planning agreement, a percentage of their turnover goes to mitigating the issues that it causes with large crowds. This is around £600,000 or £700,000 available in this wider area and Lambeth Council and the London Eye have agreed that the body that should decide how that money is best used is the visitor and management group. CSCB belongs to this group and has managed to lobby for part some of this money to be used in maintaining Bernie Spain gardens and surrounding open spaces.

#### 4.5.5 Openness/accessibility

Bernie Spain Gardens, the riverside walkway and several other open spaces within CSCB estates are owned and managed by CSCB under the terms of their almost 200-year lease. Therefore, council by-laws do not apply automatically and CSCB can establish and enforce their own rules regarding access, use and exclusions.

In practice, the rules that apply to the gardens are in line with those that apply to similarly-located, local authority-owned spaces. Bernie Spain is not enclosed, and the space is accessible at all hours of the day by anyone who follows acceptable rules of behaviour. Those rules are purposefully quite generic, but are decided by CSCB and its board. That ultimately means that they represent to a large degree the wishes of the local residents whose representatives make up the board, as well as the CSCB own corporate imperatives (e.g. the need to raise money to fund management costs).

The main issues regarding rights of use and limitations seem to involve cycling, walking with dogs in the park, ball games and rough sleeping and drunkenness. CSCB tries to discourage cycling along the riverside and park because of the conflict with pedestrians. A similar reasoning applies to ball games. As CSCB and residents see the park as a family place, and especially the South Park, they have acted to prevent dog walking and rough sleeping, both of which have caused conflicts with residents. However, their resources for enforcement are minimal and they have so far relied on persuading those who violate their code of behaviour to stop doing it or move elsewhere. In the case of rough sleeping, this was partly done by removing a pergola that worked as shelter. A CCTV system was also implemented more recently as a dissuasion tool. For more active enforcement relating to illegal trading, they rely on SBEG wardens, who have the power and skills to act.

The use of the gardens for events, festivals and manifestations depends on CSCB approval. That is like to consider the reaction of residents as well the potential income and the potential damages to the park. CSCB has developed considerable experience in working with the local residents and are aware of the sensitive issues, the locations in which there will be less impact and how to limit the hours that these events can happen. For larger events, there can be direct consultation with residents and they will do it in conjunction with the person that is putting the event on, so that they get to meet the residents and hear, directly, what the issues are.

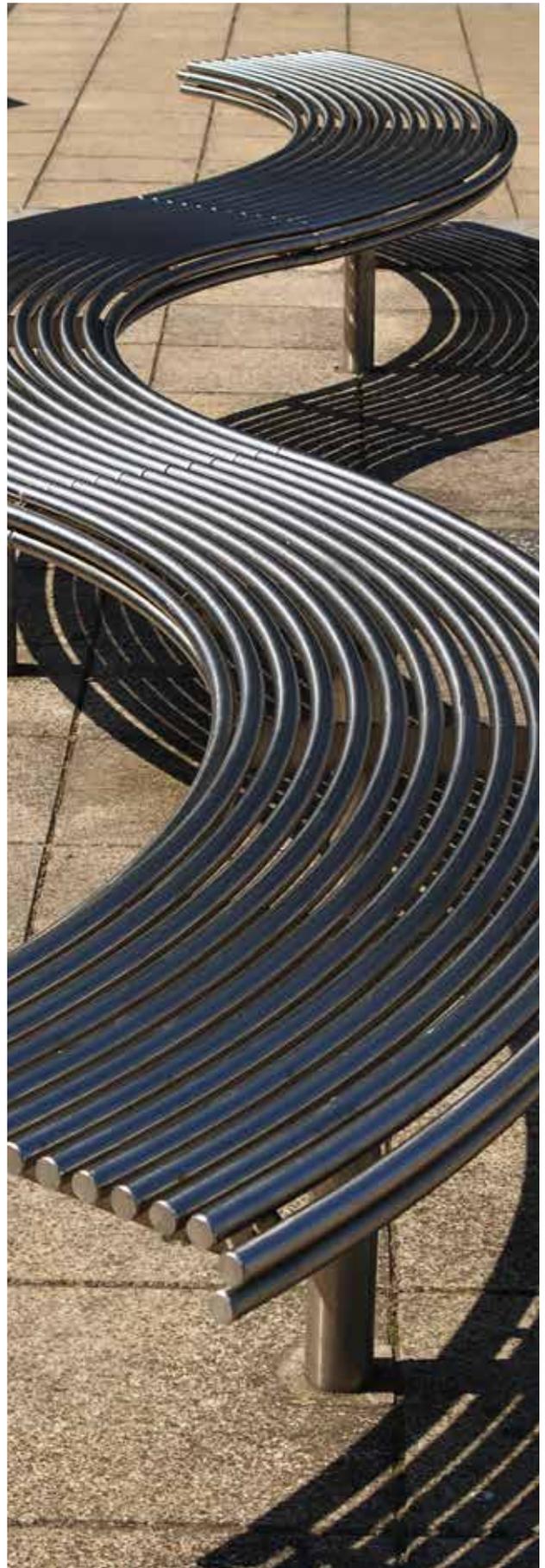
It should be noted that although residents are consulted about the implications of some uses of the park by CSCB and can influence their approval, CSCB has the power to pre-select residents. When people apply for housing in one of their co-operatives, they are told that housing in that area is not for everyone, as they will be sharing the area with lots of workers, tourists, etc. Accordingly, if they feel that they are not prepared to cope with that situation, they should better seek housing elsewhere.

#### 4.5.6 Accountability

As a social enterprise controlled by a board made up of residents of housing co-operatives, CSCB is directly accountable in its actions to local residents. Therefore, broader decisions about public space management strategies presumably express the aspirations of the area's resident community (e.g. the use of that space to raise income or general rules for use of the space).

The management team at CSCB appears to have more autonomy on day-to-day management decisions, which attend the imperatives of cost, efficiency, etc. However, there is evidence of consultation with residents when decisions might cause controversy (e.g. the timing of events, etc.). Given the history of CSCB and the fact that they are a social enterprise with strong community ethos, it is expected that in general their decisions and actions should be directly linked to the aspirations of the local community. Recent efforts at creating community gardens in a corner of the South Park, suggest an effort to involve residents more directly in the management of the gardens.

CSCB participation in the wider SBEG ensures a more structured connection with the aspirations of employers and workers, with the latter representing a significant proportion of users of public spaces in the whole South Bank area. It also ensures a dialogue with the two local authorities covering the South Bank, Lambeth and Southwark and, therefore, a connection between CSCB strategies for the public spaces they own and manage and the more general strategies for public spaces throughout the two boroughs. Both local authorities seem to agree with the prominent role that large employers and landowners have in devising and implementing public space strategies for the area. That leaves them free to focus energy and resources on much more problematic areas further south. However, there are occasionally conflicts about how particular issues should be managed. One example is the ongoing debate about the management of Upper Ground (the public highway that bisects the whole area and divides Bernie Spain Gardens into a north and a south portion), in which SBEG wants more autonomy and powers. The other is the conflict over cyclists using the pedestrian walkways and the park, which residents and CSCB want to restrict and the councils seem reluctant for fear of being seen as anti-cyclists.



## 4.6 The Spine Route

### 4.6.1 The public spaces

Southbank's Spine Route is the name given to a stretch of road comprising Belvedere Road and Upper Ground, from Westminster Bridge, and going all the way up to Blackfriars Bridge. It is the first route for motor vehicles and bicycles south of the riverside promenade and before York Road/Stamford Road to the south. Given its location, it is shared between two different local authority areas, Lambeth and Southwark. Most of it has always been – and still is – a public highway, except for the first stretch by County Hall, which was transferred to Zone View and County Hall organizations when the building changed its use. Uses along the route vary, from private housing along County Hall, to cooperative housing in the Coin Street area, to offices and large cultural facilities, a few pubs and cafés.

### 4.6.2 Nature of management body

SBEG is a partnership of seventeen of the major organisations in South Bank, Waterloo and Blackfriars focusing on promoting the area as a business location, through improving the public realm (capital projects, neighbourhood management and maintenance, security, environmental sustainability), destination marketing, and promoting employment and skills. From 2014 they have

acted as manager of the new South Bank Business Improvement District

Some 12 years ago, South Bank Employers Group (SBEG) came up with an urban design strategy for the area (2002) in which 'the spine' was suggested as an alternative route to the very congested river front path. The implementation of the scheme, overseen by SBEG, provided the route with its current furniture and pavements. Once the works were finished, the maintenance was once again given back to the Local Authorities.

The rapid degradation suffered by the Spine Route, soon after the implementation of the strategy's proposals, is at the root of the tensions around its future re-development. Lambeth considers that the materials that went into the Route were too expensive and too fragile for the Local Authority to maintain and replace easily. On the other hand, SBEG claims that there has been a lack of investment in the Route despite its central location and the increasing number of users in the area. Finally, both SBEG and Lambeth council concede that County Hall residents have never been really keen on turning the road into an alternative route for cyclists, since residents see them as a menace for pedestrians. Consequently, their stretch of road has not been kept in good conditions and they have even curtailed traffic access with metal barriers on both ends.

**Figure 13**

**The private eastern end of the Spine Route**



**Figure 14****The Spine Route in between Bernie Spain North and South Parks**

The current proposal for the re-development of the Route is being led by SBEG, who have appointed the landscape and architecture practice GROSS MAX for the design. However, Southwark Council had already developed a masterplan for the public realm around Southbank Tower, Sea Containers and 1 Blackfriars developments by the time SBEG initiated their proposal. On the other hand, developers on Lambeth side – Shell Centre and National Theatre, to name a few – are also demanding more control over the bits of the Route that will be re-developed with their S106 money. In addition, County Hall residents do not seem keen on easing the access for traffic and cyclists to their patch of the Route although they are attending the meetings organized by SBEG.

#### **4.6.3 Nature of the management contract**

So far, no formal agreements have been made with reference to the management of the future Spine Route. SBEG is lobbying to take on new management responsibilities in the area, moving beyond their origins as a mere representative body for local businesses and constituting a local Business Improvement District (BID). The management of the Spine Route would be part of these new tasks. Local Authorities – Lambeth in particular – are keen on collaborating with local groups to improve the management of public spaces. Nevertheless, it is not

yet clear whether SBEG will eventually be selected for the job, especially since there are other representative groups – i.e. Waterloo Quarter Development Group (WQDG) and Coin Street Community Builders (CSCB) – that could also be interested in taking on that role.

If SBEG were to become the management team on behalf of the Local Authorities, they would subcontract most of the services required for the area to local companies. They have already been providing extra services and even baseline services – i.e. cleaning and patrolling – across Southbank, as part of their commitments with the businesses they represent. Consequently, taking on a management contract with the Local Authorities would not represent a significant turning point in the nature of their activities in the area.

#### **4.6.4 Nature of public space management**

##### **Coordination**

Although Lambeth Council acknowledges the benefits of working with local groups like SBEG, which represent the interests of a large part of the population in the area, they also concede that appointing one of them as a management team on their behalf could potentially leave the voices of other groups, or individuals, being unheard.

On the other hand, Southwark Council seems more reluctant to give away the management of this area but has not refused to sit down and discuss the best way of managing the Spine Route in the future with existing local groups.

Finally, the different developers along the Spine Route are demanding more powers over the bits of land attached to their properties. This situation would add to the already complex ownership picture of the Spine Route, which comprises two different local authorities and two different private entities – Zone View and County Hall. The coordination of all these different interests could be a challenging task for the future management team.

## Regulation

At the moment, the regulation of the street is in the hands of Lambeth and Southwark councils – except for the stretch by County Hall, privately owned and managed by Zone View and County Hall. Therefore, council by-laws are the only regulatory framework in place here.

It is not yet clear how the future management team would balance the competing interests of the private and public landowners alongside the Route. SBEG's approach to this issue would be to allow developers to have a greater control on the bits of the Route that face their properties, as long as they agree on and contribute to the financing of their design framework. Lambeth also agrees on this approach, as long as it is done within an overall framework that ensures a high-quality public realm for pedestrians and cyclists. In a similar way, Southwark council is also keeping control over the use of the public realm but has loosened its grip over design matters, allowing developers to come in with their own proposals. Finally, all parties concede that little can be done with reference to the already privately owned and developed stretch of land by County Hall, and they hope that the consultation process will ease matters and appeal residents enough to buy into the proposal.

## Maintenance

The maintenance of the Route has been a contentious point between the Local Authorities and SBEG since the previous scheme was fully implemented. On the one hand, SBEG argues that the Local Authorities have not invested enough resources in the maintenance of the Route. On the other hand, Local Authorities claim that the materials and street furniture chosen in the first scheme were too expensive and fragile, and that it is why the street has degraded so quickly.

It seems that both parties have now agreed on a design framework for the new scheme that would make use of high-quality materials but at the same time, it would allow for an easy reinstatement of the street utilities.

## Investment

This is the most challenging aspect of the design framework for the Route. Lambeth is ready to put in some funding to make the road smoother and safer but the bulk of the works required will be funded with Section 106 money, coming from the future developments distributed along the street – i.e. Shell Centre, Doom Street Tower, National Theatre, ITV, etc. However, there are some parts of the street that do not fall within the remit of any development site and require more than a temporary re-surfacing. It is not yet clear where the money will come from to re-develop these sections.

Another complexity of this project has to do with its 'cocktail of funding' solution. The fact that the bulk of works depend on the money stemming from different developments, makes the implementation of the work extremely difficult and risky. Any delays in getting planning approval will affect the pace of the delivery, as it is already happening with the Shell Centre and Doom Street Tower, for instance.

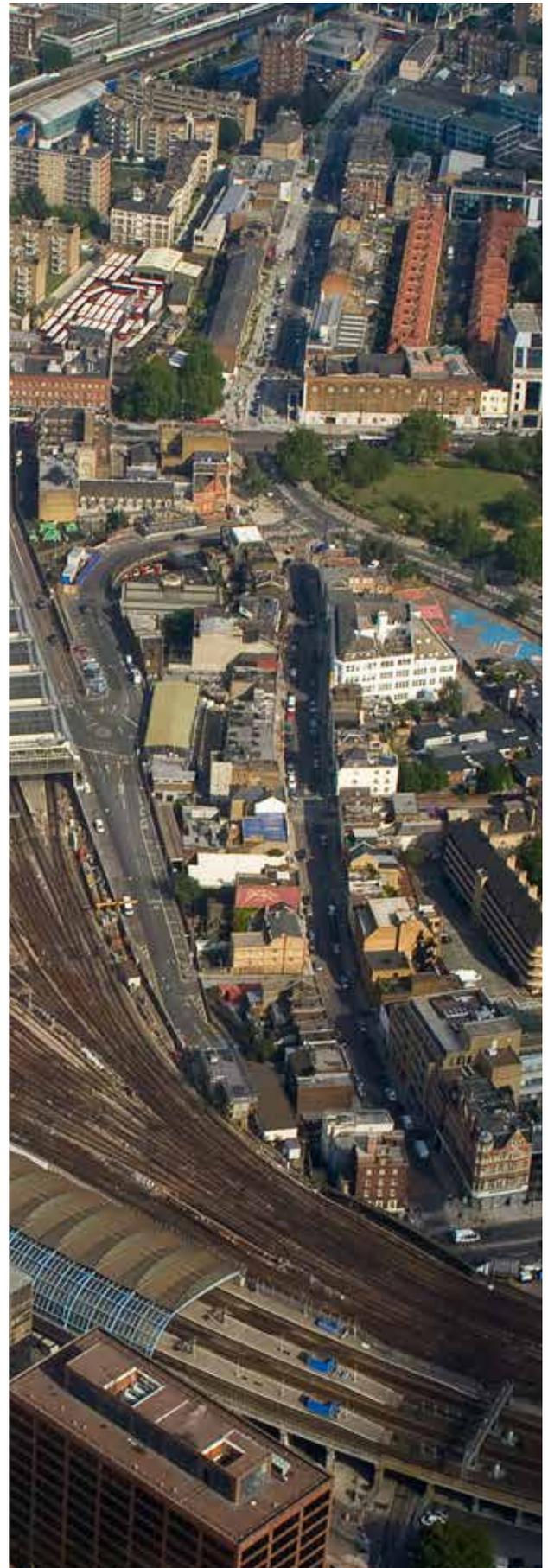
In order to get a more sustained and continuous funding, SBEG are championing for the Spine Route to be designated as a 'town centre street'. This would mean that Local Authorities could invest more money on the Spine Route, according with its status of a central street.

## 4.6.5 Openness/accessibility

The design framework's main aim for the Spine Route is to deliver a coherent vision that would help the Route to be in tune with the river front high quality standards. Although this goal is broadly accepted by all different stakeholders, there are slight differences on how this new public realm should be used. SBEG's view on this is that the Route should become a high-quality public realm in the Southbank. Accordingly, it should cater for all groups in the area – i.e. visitors, commuters and residents. On the other hand, Lambeth council wants to deliver through route that would easily connect Westminster Bridge with Blackfriars Bridge. In this sense, their target groups would be pedestrians, cyclists and daily deliveries. Southwark council is closer to Lambeth's point of view. Accordingly, their masterplan has carefully considered the connection of the Spine Route with the rest of the street network at this end. Finally, County Hall residents are happy for the route to upgrade its quality but are very reluctant to see it transformed into a through route. This is the most contentious point in the design framework and it has not been yet solved, despite the on-going conversations among the different stakeholders.

#### 4.6.6 Accountability

SBEG's aspiration is to become the future management team on behalf of local authorities. However, it is not yet clear how the decision making process would work in this case. As it was mentioned earlier, they are an organization that represents a series of businesses in the area. Accordingly, they have just been accountable to their members for the activities they have been delivering in Southbank. If they were to become a service provider on behalf of the local authority, their role as a representative and champion for the businesses within their group could be compromised since the requirements of the contract could clash with the ones from their members. Lambeth council is aware of this potential risk and, although they are keen on working with local groups to improve the management of public spaces across the borough – they pride themselves of being 'a cooperative council' – they are not yet sure about the best way to deal with the Spine Route's management. Southwark council does not seem willing to contract out the management responsibilities of this area to any local group or company. They are thankful to and pleased with the extra services provided by the different BIDs operating in the area – i.e. WQB and Better Bankside – and this is how they would like to continue operating in the future.



## 4.7 Lower Marsh Market

### 4.7.1 The public spaces

Lower Marsh Market is a street market located on Lower Marsh Street, just south of Waterloo railway station. The market stretches all the way between Baylis Road and Westminster Bridge Road, but most stalls are located in its eastern end. The road itself has a large number of cafés, bars and food retailers, as well as small independent shops of various kinds. To the south, there are several housing estates, whose residents work in the market and use it for their shopping. The road has recently received a new, shared space layout and is not pedestrianised.

### 4.7.2 Nature of management body

Management of the Lower Marsh Street Market – and therefore of a large aspect of the usage of Lower Marsh Street – is done by Waterloo Quarter, the company that manages a business improvement district south of Waterloo Station. The Waterloo Quarter BID structure and functioning is regulated by the 2004 regulations that set the legal framework for the operation of business improvement districts in England.

BIDs are a time-limited mechanism to improve and manage a clearly defined commercial area, with the resources coming from a levy, a compulsory surtax paid by local businesses. Waterloo Quarter BID (WQB) was set up in

2006 with a 5-year mandate, after a vote by all qualifying local businesses within its area, based around a business plan detailing the levy, the income the BID expected to receive and how this was going to be spent. A renewal vote was won in 2011 and a 3rd vote will take place in April 2016. Because its area covers territory of two neighbouring local authorities (Southwark and Lambeth), separate votes had to be carried out in each of them and WQ BID actually comprises two BIDs managed by two trading arms of the same entity.

As with most BIDs, Waterloo Quarter is constituted as a not-for-profit company, with a management board comprising 14 levy-paying businesses, with a small executive team. In common with other BIDs, its agenda and services focus on 'clean and safety' issues and on marketing and events (festivals, festive lights, loyalty schemes, publicity, etc.) promoting the area as a business destination. As part of that agenda, BIDs deliver services that complement those of local authorities such as street cleaning, graffiti removal, etc.

WQB took over the management of the street market at the end of 2012, after winning a tender process to run it under licence from Lambeth Council. This has been done under a not-for-profit subsidiary of Waterloo Quarter called Lower Marsh Market Limited. Waterloo Quarter has 14 directors, drawn from the local business community whereas Lower Marsh Market has two directors, one of whom is the chair of the BID and the other is in its board.

**Figure 15**

**The new Saturday market**



Figure 16

Lower Marsh Street



There is a separate steering group for the street market, which is a much wider, open consultative group. It is chaired by a representative from Lambeth Council and made up of representatives from local businesses, market traders and local residents with quarterly meetings.

Before WQB, the market had been managed by Lambeth Council and from 2011 by Westminster Artisans Ltd, a social enterprise who acted as market operator and urban regeneration consultant who won a tender to run the market for one year.

#### 4.7.3 Nature of the management contract

In the middle of the 20th century Lower Marsh market one of the busiest street markets in London, stretching the whole way along Lower Marsh and the Cut. People would come from miles around to buy all manner of items, but since then it slowly withered until there were only seven traders left.

The street market is governed, ultimately, by Lambeth Council under the London Local Authorities Act. This is an old piece of legislation very heavily weighted in favour of individual traders, to the extent that it allows for hereditary rights to a particular pitch on the street. That makes very challenging to manage markets efficiently: a good market would have most of its stalls together in a single block, so it feels coherent. Alternatively, if traders are all scattered because they want to remain on the pitch they have always used, and the legal framework protects this situation, the market will look very fragmented. Moreover, the legislation

prevents the local authority to make any surplus. If there is a surplus, the council is obliged to go through a consultation process with the traders and they can either refund a proportion of that profit back to the individual traders, or they can get consensus from the individual traders that they would like it to be invested into a piece of infrastructure.

In 2011, Lambeth Council decided that it would be better to outsource the management of the market. There was consultation with local groups and the Council tendered out the management contract to run the market for one year. The bid was won by Westminster Artisans, a social enterprise that had to demonstrate community benefit, ability to get a mix of different sorts of market stalls and other requirements. However, their business model led them to fill up the market with hot take-away food stalls and this led to uneasy relations with established cafés. At the end of the first year, the contract was re-tendered and Waterloo Quarter decided to bid for it. They wanted to have more control over how the market operated and because of their close connection with the existing businesses and the shops, they would have more awareness of what stalls not to bring on to avoid antagonising existing businesses.

The contract between Lambeth and WQB transfers the license to manage existing traders and to control all the vacant pitches to a single company (LMM Ltd). There is some controversy among local authorities on whether this transference is within the spirit of the legislation regulating street markets.

The contract involves a service agreement between the operators and the local authority, but there is no regular local authority investment associated with it. WQB pays an annual license fee, and there was an initial grant from Lambeth Council to invest in new canopies and similar equipment. The license fee includes the purchase of services from the local authority, including waste collection and street cleaning, both of which WQB would prefer to manage by themselves at a lower cost, but the license does not give them an opt-out clause.

As part of the contract, WQB manages five traders who still operate under the London Local Authorities Act, on behalf of the local authority and free of charge. Those traders could not be transferred over to WQB as part of the market management transfer, and they are still licensed annually by the local authority.

The service level agreement that is part of the contract sets the performance targets for the operation of the market. It includes a cap on the number of hot food chains WQB can operate; there are targets for the commodity mix aiming at reaching an even balance between hot food and non-food items; there are clauses about the appearance of the market including uniform, style and size of canopy, cleanliness; and there are clauses about complaints procedures from traders and members of the public.

The agreement includes a contract between WQB and the approximately 25 traders that make up the market specifying set trading days they need to operate.

The contract allows for the production of surplus from the management of the market, which should be reinvested in projects that improve the street.

#### 4.7.4 Nature of public space management

Waterloo Quarter BID, under its subsidiary Lower Marsh Market Ltd manages the market – and the space where it is located – under a license from Lambeth Council, which determines its functions in public space management. The management of the market is part of WQB broader role of business location management in the BID area

#### Coordination

The license gives WQB the coordination and management of the market operation, including the commodity mix, trader activity, coordination of investment in stalls and market facilities and services, many of which have direct public space implications (e.g. distribution of market pitches, hours of trading). The management of the street space is under council responsibility, although some street services are part of the market license (street cleaning, waste collection) and recent investment in street layout has been coordinated by the council but with strong input from WQB and the South Bank Employers Group, which lobbied for the pooling of Section 106 monies and for the master plan.

WQB has strategic coordination of the market: the market mostly trades in hot food during the weekday lunchtime peak and WQB is trying to incentivise evening and Saturday trading to a larger consumer base beyond office workers. They have organised evening markets and a fresh-produce market on Saturday mornings, cross subsidising this with the profits from the weekday lunchtime operation.

As the BID for the area, WQB also coordinates the relationship between the established shops, almost all of which are BID members, and the market traders so that relations between the two groups are harmonious and conflicts are solved.

WQB also coordinates the relationship between the market and local residents, in dealing with issues of noise, disruption and realisation of events

WQB also tries to coordinate the activities of managers of nearby spaces that might have an impact on the market. They have close connections with Bankside Open Spaces Trust (BOST), managers of Waterloo Millennium Gardens located to the Eastern end of Lower Marsh Street. They are also trying to coordinate events in Emma Cons Gardens, a public space at the end of Lower Marsh Street, managed by Lambeth Council, in view of a recent Council initiative to run a hot food bazar there, which threatened the operation of the market. Consequently, WQB has recently put in an expression of interest, together with BOST, to coordinate events and activities in the market, Waterloo Millennium Gardens and the Emma Cons gardens so that anything taking place in that area is integrated in a coherent approach and reinforces the market activity. In addition, the management of all three spaces would help to cross subsidise services in them.

#### Regulation

As licensed market managers, WQB has no statutory control over the market or the space in which it is located. This belongs to Lambeth Council. The parameters for regulating the workings of the market are also set by the Council in the terms of the agreement transferring the licence to WQB.

However, WQB can regulate the activities of the traders taking pitches in the market, in terms of commodity mix, opening hours and trading days. They have no jurisdiction over the 5 traders with contracts under the London Local Authorities Act, which could not be transferred to WQB and are still directly licensed by the Council. WQB does manage them on behalf of the Council and works with them as they do with all other traders, but any more significant issue affecting them needs to be reported to Lambeth Council.

WQB can enforce contract dispositions with the traders under their direct control, regarding opening days and hours, but in practice enforcement is variable as some

of the traders are local residents which have very small turnovers but are important to the mix. Enforcement is easier with more profitable stalls, which can be fined a proportion of their pitch fee for e.g. not opening the stall in an agreed market day. However, if WQB wanted to remove a trader from the market who were not complying with their contract, they would have to ask the Local Authority, which has statutory control.

Although WQB was part of the group that secured the redesign of the public realm in Lower Marsh and its current layout, they have no powers over it. It is still council controlled and council by-laws regulated behaviour in the market area in terms of e.g. noise, littering, behaviour, etc. WQB can, however, organise events on the street as part of their license.

Differently from many other BIDs, WQB does not have street wardens for its area, and therefore no wardens for the market and its location. This is partly because of resources, but also partly because the board has been reluctant to have a uniformed quasi-police presence because of the risks of displacing the problem to nearby areas and concerns about perception of privatisation of public space.

### Maintenance

WQB is responsible for maintaining the physical infrastructure of the market as part of their license. Their contract also includes the buying of cleaning and waste removal services from the local authority, although they have been discussing the possibility of buying those services from other contractors, which would give them more control and save resources. So far this has not been possible and WQB rely on existing public services for maintenance, with the exception of wider BID services like ad hoc jet washing, which are in place in the BID area.

Management and maintenance of Lower Marsh Street is also under control of the local authority, including repairs and traffic management. The street is still open to traffic, although the master plan envisaged a shared space layout. This has been implemented and the purpose is that the street should become pedestrianised in due course.

### Investment

The contract did not transfer the resources the local authority used to put in managing the market to the new managers. On the contrary, WQB pays a license fee to the council. WQB tries to make the market break even and preferably generate a surplus to be invested in it. There was a Council grant for small capital improvements when WQB took over management, but the council does not invest in the market.

Resources to pay for the day-to-day running of the market come from the fees traders pay to have their pitches. This varies depending on what sort of commodity they sell and the day of the week: hot food sellers in weekdays pay more than vegetable sellers on Saturdays.

The aim of WQB is to have a profit making, more diverse market, and use the profits to fund additional jet washing, marketing and promotion for the market. Currently some of those services are being offered but they are funded by the BID. Even most of the administrative costs have been so far funded by the BID, with the market funding only a bookings manager and assistants. Comparatively, the small retailers on Lower Marsh pay quite small BID levies, and therefore it is not as though the street is contributing to funding market management. Resources have to come from other parts of the BID area.

Heavier capital investment in the street was secured through the pooling of Section 106 funding, a process that had active participation of WQB and SBEG. However, the management of that process, including the timing of the redevelopment of the street was decided by Lambeth Council.

### 4.7.5 Openness/accessibility

Lower Marsh Street remains a public street managed by Lambeth Council and therefore, access to pedestrians to the market area is the same as in any other public streets. There are limits to vehicular access. Similarly, enforcement of rules and codes of behaviour is done by the council and the police, as for any other publicly managed street.

Traders have their pitches arranged with the market management, with the exception of the 5 traders with licenses under the London Local Authorities Act, who have a right to a particular pitch and cannot be moved without their consent.

The main conflicts that might give rise to limitations to rights of use and generate some forms of exclusion are those between established shops and the market traders and those between residents and market traders.

Conflicts between market traders and Lower Marsh Street shopkeepers were at their worse under the previous management because of the increasing number of hot food stalls competing directly with the established cafés. When they took over, WQB were very careful to develop an expansion strategy for the market that did not conflict directly with the interests of established shops, but instead complemented each other. The fact that most of those shops are also BID members helped establish trust and ease tensions. There are still occasional tensions related to e.g. smell, but these have been dealt with through negotiation between the parties.

The separate steering group for the street market has played a part in dealing with conflictive issues. It is chaired by Lambeth Council and has representatives from local businesses, market traders and local residents. The fact that the steering group is independent from the BID structure gives it a critical distance, especially because WQB has both to look after the traders who are paying a pitch fee and the shops who pay the BID levy. The South Bank Forum, a much larger community forum, run by the South Bank Employers Group, has also been used to inform the community, get their support for market initiatives and at the same time publicise the market.

Conflicts between the market and local residents have been far less prominent. They also have a place in the steering group. WQB has been very careful in not antagonising them as they represent one third of the customer base for the market. Residents resent the dominance of hot food stalls in the market, but they understand it generates over 90% of the market income and that it subsidises weekend farmers market that they support.

WQB has also liaised with residents for occasional night openings and promotional events, as they did when setting up the Saturday market. They have also talked to particular groups of residents to discuss more localised issues, e.g. when organising a book launch event in a public courtyard next to the market to discuss opening and closing times, noise issues, etc.

#### 4.7.6 Accountability

There are 4 main groups of stakeholders in Lower Marsh market, with different mechanisms of accountability for each of them in relation to the management of the market.

The first are the market stallholders, whose relation with the market management is contractual, involving paying a fee for the pitch in exchange for a level of services and the right to operate their stalls at set times and days. They are also represented in the market steering group and therefore, have a forum to express their concern at operational and strategic levels.

The second are the established shops along and around Lower Marsh Street, many of which are members of WQB. As such, they have very clear lines of accountability to the BID board and to BID decisions. BID legislation requires local business to be consulted before a BID is set up, culminating in a vote in which all potential levy payers should decide by a majority (of voters and rateable value) whether to approve the BID proposal for the next 5 years. The BID proposal is formalised in a Business Plan that sets out the value of the levy, who is liable to pay it and who is not, how it will be spend and how the BID will be managed. Once approved, that Plan is a legally binding document, tying the BID to the delivery of a set of outputs. The board of the BID is normally composed primarily of levy-paying businesses and directed by them. In this case, it is composed of 14 representatives of local businesses. It is this board that makes decisions about WQB management of the market and that is directly accountable to local business including those based at Lower Marsh Street. Accountability in this case involves spending decisions, marketing and promotion strategies and service delivery and can be sanctioned in the renewal voting at the end of the BID's 5 year term (WQB is about to go to their 3rd term). Therefore, accountability mechanisms exist to make their aspirations felt at a more strategic level. They are also represented in the market steering group. However, Lower Marsh Street businesses are only a small proportion of the constituency for WQB, and business from elsewhere in the BID area have commented that the BID covers a much larger area than just Lower Marsh and occasionally it appears far too Lower Marsh -centred.

The third group are the local residents, whose aims and aspirations for the market have not always coincided with those of market traders. Residents are represented in the market steering group directly through residents' representatives and indirectly through the local authority and local councillors who are often invited to the meetings. They do not have direct access to or representation in the market management company, but as described in the previous sections, WQB has been careful in keeping residents on their side because of their power as consumers and their power to put obstacles to market initiatives if they went against their interest. The Saturday farmers' market initiative represents an attempt by WQB to expand the market, give it more visibility and at the same time meet residents' aspirations for a more diversified market offer.

WQB has also active policies supporting community involvement in the market, as a way of creating a sense of engagement and buy-in with the local population. They offer free stalls to local charities, some of the stalls are taken by local residents, and they have set up a partnership with Morley College, the local adult education college, to create business incubator opportunities: some of their enterprise students will then have a heavily subsidised stall on the street market to practice trading.

The last group are the market and street users. Some will be local residents, as discussed above, and many are employees of the businesses located in the neighbourhood, who go to the market to get hot food and lunchtime and who constitute the biggest consumer base. As with street users everywhere, they do not have direct lines of accountability with the market or the street management. However, many of the local employers see the market as an important resource for their staff and will use their membership of the BID and forums like SBEG to ensure that their staff has access to a nice area with a nice shopping offer. Access to decision making in this case is indirect, through pressure from employers.

## 4.8 Jubilee Gardens

### 4.8.1 The public spaces

Jubilee Gardens is a highly visible, recently landscaped park by the river Thames, across the river from the government buildings in Whitehall. The London Eye Pier is adjacent to it, resulting in a very strong tourist presence. The park is surrounded by large scale buildings, many now transformed in market housing, and the South Bank arts complex. It is physically open, without access barrier and easily accessible from the West End of London.

### 4.8.2 Nature of management body

The Jubilee Gardens Trust (JGT) is a trust with charitable status and brings together neighbouring landowners, local businesses and community representatives. It was setup in 2008, in the process that led to the redesign and redevelopment of the gardens, with the purpose of taking over its management when the redevelopment was completed in May 2012. Its objectives are to provide a park with facilities at that site and manage them for the benefit of the public.

The Trust is governed by a full Board with up to 16 Trustees drawn from organisations representing local residents, local businesses and adjacent landowners, and up to 4 individuals co-opted by the Board. At present, it includes representatives of the London Eye, Shell and the Southbank Centre, Friends of Jubilee Gardens, County Hall Residents Association, Waterloo Community Development Group, Bankside Open Spaces Trust, South Bank Employers' Group (SBEG), CSCB, local businesses and Lambeth Council (co-opted). It is chaired by the CEO of SBEG.

The trust took over the management from the partnership responsible for the redevelopment, the Jubilee Gardens Project Board, made up of Lambeth Council, the Southbank Centre – who has a 135-lease on the land from the Arts Council, the JGT and Transport for London.

The actual management of the Gardens however, is contracted to SBEG, who project-managed the development of the gardens on behalf of the Southbank Centre and the Trust, and took over managerial duty once the works were finished through the Jubilee Gardens Ground Maintenance Team.

SBEG is a partnership of seventeen of the major organisations in South Bank, Waterloo and Blackfriars, which seeks to promote the area as a destination for leisure and business. They have been active in securing the improvement of the urban environment and the facilities available for residents and employees, and they support a range of initiatives to help residents and create jobs. They have been directly involved in delivering, or coordinating the delivery, of capital improvements to the public realm, including Jubilee Gardens, Waterloo Square, Lower Marsh Regeneration, Blackfriars Boulevard, Waterloo Station Environs and the Spine route.

It has recently been actively involved in the creation of a Business Improvement District for the South Bank area and many of the services it currently delivers (the South Bank Patrol, graffiti removal, street cleaning, etc..) will be soon delivered under the banner of the BID. To minimise overheads and risk and make the best use of existing resources and expertise, the South Bank BID has no staff and secures delivery of its programmes and projects through SBEG under a service level agreement providing for delivery in the fields of public realm services, construction management, marketing, advocacy, finance and administration.

**Figure 17**

**Jubilee Gardens looking East**



### 4.8.3 Nature of the management contract

The current gardens are the result of a 30-year effort, during which it changed from being publicly owned and managed to being privately owned and managed. This period saw ownership being transferred from the GLC to the Arts Council, after the dissolution of the former; uncertainty about the destination of the site, with a 135-year lease of the site given to the Southbank Centre, with complex covenants and restrictions related to an underground lease give to County Hal for a third of the site; and finally, the constitution of the Jubilee Gardens Steering Group and its successor, the JGT, who has a sub-lease from the Southbank Centre for the same duration as the latter's original lease.

The current management arrangement started to emerge 10 years ago. There was an aspiration to provide good landscaping to what was essentially a patch of grass. Three different masterplans were proposed and several management models were considered. In the end, the owner (Southbank Centre) decided that the new green area would be managed by a Trust from the day of 'practical completion' of the re-landscaping works. During the construction of the new gardens, the temporary Jubilee Gardens Steering Group oversaw the evolution of the works. Then, once the project was completed, most of the members of this steering group became part of the trust. SBEG had a leading role in the Steering Group and later in the Trust. It managed the design, procurement, public consultation and the actual works of the gardens on behalf of the Southbank Centre, and took over the day-to-day management on behalf of the Centre and the Trust, together with its broader public realm management in the Southbank area.

**Figure 18**

**The JBT rules and regulations**



SBEG is in a contractor/client relationship with the Southbank Centre (the long-leaseholders) and the Trust. SBEG itself contracts out many of the services it provides. The service standards specified in those contracts with the different providers have been previously agreed with the clients, in this case the Garden Trust, for issues related with the day-to-day management of the gardens.

### 4.8.4 Nature of public space management

Ownership of the gardens by the Southbank Centre and the nature of the relationship with the JGT and SBEG make Jubilee Gardens akin to privately owned and managed space, and that is reflected in the nature of the management arrangements.

#### Coordination

The Jubilee Gardens Ground Maintenance Team, from SBEG, coordinates all the day-to-day management tasks on behalf of the Trust and has full autonomy to decide on how to implement maintenance and management plans, which contractors to hire to execute tasks and can follow their own procurement procedures. Coordination of strategic decisions about use, investment and articulation with surrounding stakeholders (landowners, residents and local authorities) is done by the Trust, who has overall responsibility over the gardens.

#### Regulation

As private land, the gardens are not subject to council by-laws. Instead, the Trust has devised its own regulations covering the use of the gardens and its facilities, conditions of access to them, types of activities permitted and prohibited and basic rules of behaviour. These regulations were negotiated to represent the different interests of its diverse membership (landowners, public bodies, businesses, residents, SBEG, local authority) and to follow restrictions imposed by the terms of the lease over the land (e.g. prohibition of political rallies).

Given their complexity, the Trust sought advice from the Royal parks in the drafting of these regulations. The regulations have an overall family-oriented tone and try to exclude any behaviour or activity that might affect that tone. The regulations also try to set a balance between an increasing use of the area and its limited size. For that purpose, they have been restrictive on some uses, altogether banning others like cycling and skating.

Enforcement of regulation is done by SBEG's Ground Maintenance Team and its security patrol. This is done 24 hours a day by the patrol and by CCTV. The patrol have the same enforcement powers as the rest of SBEG's Southbank Patrol, who acts on the whole Southbank area. They have been fully accredited by the police to deliver this service. Due to the long track history of illegal trading on the area, SBEG decided to take on enforcement powers from the moment they started operating in the area. This

has helped them to tackle the issue quite effectively. Apart from illegal trading, the other major problem has to do with people misusing the playground area at nights or lingering in the park at nights on their way to Waterloo Station.

### Maintenance

Maintenance is under responsibility of SBEG's Jubilee Gardens Ground Maintenance team as contractors for the Trust. Most of the actual maintenance work is contracted out, under direct supervision of SBEG's team. The standards of maintenance are set by the Trust and follow the spirit of the recent redevelopment – i.e. the provision of a high-standard park in an area of intense use

### Investment

Capital investment for the redevelopment of the gardens came from the Mayor of London's office through Transport for London, Lambeth Council through section 106 contributions from the Shell Centre and the London Eye developments, and contributions from several charitable trusts.

The money to pay for the external staff and maintenance comes from subscriptions and again the S106 funding secured from the London Eye and Shell Centre developments. SBEG is not allowed to get any commercial income from the management of the gardens. This is due to the terms regulating the role of the trust and comes out of the complexity of the interests represented in it and the legal arrangements between them. Therefore, no events are held on the gardens apart from the ones part of Southbank Centre's cultural programme.

However, the current monetary resources are not enough to provide the high quality service required and the Trust and SBEG are already exploring other options – i.e. claiming some CIL money. Because of its location, the gardens are intensely used and this puts an extra burden on resources: a bin takes only 15min to get filled up during summer time, which means that as soon as the cleaning services have picked up and disposed of all the litter from the different bins across the site, they have to start the task all over again.

### 4.8.5 Openness/accessibility

Jubilee Gardens is an open space with no physical barriers and there are no restrictions to access. Rules concerning the use of the space are set out in a 'code of behaviour' that details activities and forms of use permitted and those prohibited. Although access is unrestricted, those contravening the regulations might be required to leave by the management team and its patrol. The regulations are published on the Jubilee Gardens webpage and therefore accessible to anyone with access to the internet.

Restrictions to use focus on activities that, according with the understanding of JGT, can either impinge on the rights of other users to enjoy the park, pose safety problems for

some users (e.g. represent a risk to young children), cause damage to the gardens or the facilities, or those that would infringe the terms of the lease of the garden site. Prohibition of assembly and demonstration falls under the latter category, whereas restrictions to cycling, skating and ball games would fall under the first three.

The regulations and the forms of restrictions to use, exclusions and limitations they contain are enforced by JGT and its management contractors, SBEG's JG Grounds Maintenance Team, with the help of the South Bank Patrol, under the terms of their management contract with JGT.

The wide array of interests represented in the Trust (landowners, local residents, local businesses, voluntary organisations, community groups and the local authority) would suggest that the restrictions and limitations expressed in the regulations and implemented by the contractors are broadly representative of the aspirations of the local community, and in line with council policy for the area, or at least not in direct disagreement with it.

### 4.8.6 Accountability

Day-to-day management decisions are taken by the JG Grounds management team following the general guidelines and the standards set out in their service agreement with the Trust. Accountability in this case is directly with the Trust in matters that are clearly specified in that agreement.

The Trust itself, as discussed above, represents a wide array of stakeholders, from residents to businesses to the local landowners, to community groups and charities. Lambeth Council is a co-opted member of the Trust. Some of the trustees have complex accountability mechanisms linking their own decisions to the aspirations of their constituents. Others are not-for-profit organisations with a community focus and therefore sensitive to the aspirations of the category of users they represent. Therefore, it could be assumed that the decisions of the Trust broadly represent the aspirations of those various constituencies, or at least they represent an acceptable compromise among them. Moreover, the presence of the local authority would ensure both that the aspirations of a broader, more dispersed user population are taken into account, and that the Trust decisions are in line with democratically selected policies.

In practice, openness and responsiveness to users and their aspirations might depend on how well individual trust members are organised, how accountable they really are to their constituency, and whether there are constituencies that are not represented (e.g. different types of residents or ethnic groups). It also might depend on how any serious conflict that could arise in the future would be solved.

The absence of high profile conflicts between the Trust management decisions and the most important stakeholders' groups would suggest that the former are largely responsive to user aspirations.

## 4.9 Lewisham parks

### 4.9.1 The public spaces

This cases study includes all parks and open spaces in the borough of Lewisham, including the grounds of council housing estates and highway enclosures. It also includes high profile parks such as Blackheath, whose management was contracted out.

### 4.9.2 Nature of management body

Glendale is a commercial supplier of green space management and maintenance services. It was established in the late 1980s has since secured 150 contracts with local authorities, housing associations and commercial clients to reach a turnover of £45 million in 2014.

In its portfolio of services, Glendale offers grounds management, arboriculture, supply of plants and semi-mature trees, woodland management, estate management, vegetation control, landscaping, cleansing services and golf course management.

The branch of Glendale that manages the Lewisham contract is a subsidiary of the national company and responds directly to them. That means that budgets and expenditure are approved by the national headquarters, and some supplies are determined by national agreements. However, Lewisham Glendale has autonomy over the day-to-day management of the contract with Lewisham Council.

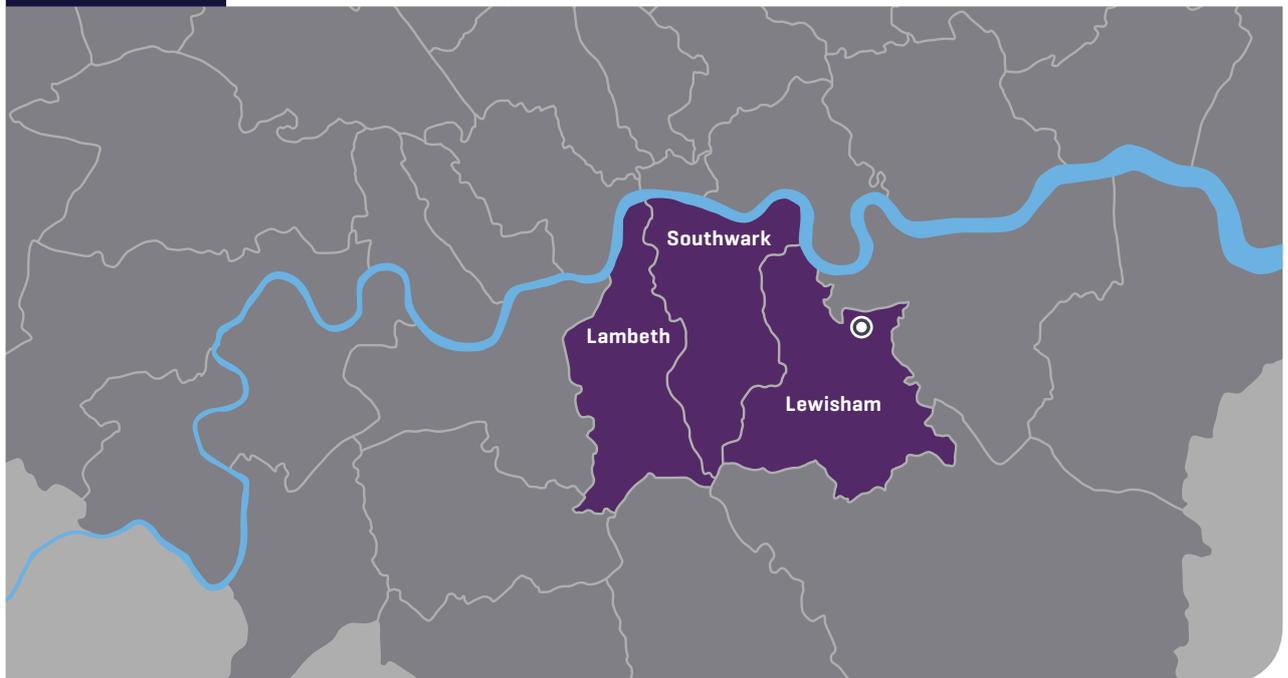
Although Lewisham Glendale has now trained their own staff, it was at the beginning largely staffed by personal transferred from the council green service team. When the contract with Lewisham was signed, the majority of the council green service operatives were moved to Glendale and some of the current employees are still former local authority personnel.

### 4.9.3 Nature of the management contract

In the late '90s, there was a recognition that the parks in Lewisham were in a very poor state of repair and infrastructure. At that time, the council decided they would look at the possibility of contracting out management and maintenance.

**Figure 19**

**Location of Blackheath [one of Glendale managed parks] within Lewisham**



**Figure 20****Blackheath Aerial View (partial)**

Source: Mark Foshie, Flickr [<https://creativecommons.org/licenses/by/2.0/>]

This was eventually done in 2000 through a PFI-style of contract awarded to Glendale, leveraging £1.5million worth of up-front investment to upgrade parks and infrastructure over the first three years of a 10-year contract. This investment was payable back by the council over a longer period, and the appropriate returns were factored in the contract. The contract also transferred the risks associated with the service and their financial implications to Glendale, who became responsible for insurance claims, liability, etc.

This contract ran until 2010 and before it expired, Glendale re-tendered for it along similar lines and for a new period of 10 years, to 2020. The new contract has a 5-year break clause on the council side, which comes up in 2015. It does not have the investment element anymore, as most of the immediate need for capital investment in parks had been met and the economic context was different. However, it has a three per cent yearly efficiency saving component, derived from the need to face incoming cuts in council budgets. As part of the re-tender in 2010, the council required method statements as to how the contractors would perform their duties. One of the method statements included asked how contractors would continue to maintain the quality of the service if the council reduced the sums paid to them.

The original contract had been divided into two main parts: grounds maintenance for over 300 housing estates and management for 48 parks and open spaces, including 200 enclosures (mostly highway enclosures). In 2010, the two elements were combined to form the Greenspace

Maintenance and Management Contract. This is unusual from the point of view of green space contracts as it includes every part of the service: grounds as normal and cleansing, security, liaison with parks user groups, events management, together with sports development. Glendale manages and co-ordinates the Lewisham Primary School Football League, that has had over 5,500 school children participating over the last 10 years and involves over 20 primary schools.

The contract is based a Bill of Quantities, with a number of features like grass area or beds, and Glendale are paid different rates for those features. Therefore, changes in the physical layout in a park by the contractor – i.e. another 20 shrub beds, or rose beds – might have a cost implication to the client and therefore need to be agreed in advance.

The contract is monitored by a small client team within Lewisham Council, who inspect random 10% samples of the contract (e.g. whether the staff have uniforms on, the length of the grass and whether the litter is picked). That 10 per cent random sample, inspected on a monthly basis, is factored into a financial default as a pass or fails against the specifications that the contractor needs to meet.

The 3% year-on-year efficiency savings in the 2010 contract had to be demonstrated by a method statement, and involved efficiency savings in Glendale's operations (e.g. fuel consumption, better route planning, waste disposal). It also involved the generation of income from events, rental fees from cafés, sports installations, permits to vendors and other sources, which would accrue to Glendale to make up for the reduction of council payments.

Glendale can also generate income through working with park friends groups, who can tap into sources of money local authorities cannot, such as Sports England or London Mayor's community funding. Glendale employs a bid writer who helps communities to write funding bids. If they are successful in getting the money, Glendale would manage and deliver the project on their behalf for a management fee. To date, the estimates are that the bid writer helped generate about £400,000 of external funding, involving the delivery of refurbished tennis courts, multi-use games areas, outdoor gym, which Glendale has managed for an administration fee. However, this source of funding is becoming more difficult to find and the efficiency savings issue is likely to be discussed during the 5-year review of the contract.

#### 4.9.4 Nature of public space management

The Glendale Partnership covers all the activities below:

- Park & green space management
- Creation of wildlife and conservation areas
- Invasive species control
- Park security & cleansing
- Facilitating park user groups
- Events management & sports development
- Signage & public rights of way maintenance
- Playground maintenance programmes.

#### Coordination

Within the terms of the contract, Glendale coordinates most of the interventions on public spaces, and especially those related to day-to-day management. The council still retains a strategic coordinating role related to green spaces strategy.

It is directly in charge of events, sports booking and renting facilities situated within parks. Organisations wanting to promote an event will apply to Glendale, pay an administration fee and the application will be checked by to verify the need for licences, health and safety compliance, etc. There is a health and safety group for events in the council which includes the police, the fire department, the council's licensing department and council members. They decide on whether the management is suitable and acceptable. It is up to the promoter to manage the event, and the same applies to community events as well but they need to demonstrate that they can manage the event and how they intend to do it. Final approval for an event still rests with the Council.

As established in the contract, Glendale handles complaints and coordinates the response to them, although this might mean passing the complaint on the council.

Glendale also coordinates other forms of activities within public spaces, such as the Primary Schools Football League. Glendale organises it, arrange the pitches, referees, coaches and manages it.

Therefore, Glendale has an active coordinating role in public space management within the terms of the contract but this is overseen by the Council for key decisions. The Council is still responsible for green and open space policy coordination.

#### Regulation

The general rules for accessing and using Lewisham public open spaces are defined in council by-laws and national legislation.

Detailed prescription for parks might be included in the contract between the Council and Glendale and can be subject to periodical reviews. Opening and closure times and regimes are part of the contract as one of the over 100 method statements that make up the detail of the contract. The statement specifies opening and closing times as well as how Glendale will make sure that parks will be opened and closed at the prescribed time, and what routines will need to be in place for that to happen. Glendale has a list of those parks that are opened and closed, or unlocked and locked, and those that are left open and they have the power to change the status of an open park to one that can be closed. Opening and closing times are agreed for a year and subject to yearly reviews with the Council, which has to authorise any changes.

Enforcement of by-laws follows the same procedures as would be the case if the council managed the public spaces. Consequently, it is the council's responsibility to issue penalty notices and fines, and require police intervention when needed. Glendale has yet some powers of enforcement, although they have not been used with much frequency. Two of their officers have warrant cards and can issue penalty notices while another is trained up under the Dog Control Orders., They have regular meetings with the police and the council's animal welfare team. However, they do not see themselves as a police service because they are in the parks day in day out, and do not want to put their staff into a position where they may be vulnerable. Dissuasion through visible presence and advice seems to be the preferred method on ensuring compliance. Glendale has its visible presence through their gardeners and their litter collection teams. In 12 of their parks they have a park keeper, whose function is primarily grounds maintenance, but who also secures a permanent presence.

Glendale also participate in initiatives with the safer neighbourhood team (i.e. the police), as a way of making a public demonstration that management and enforcing operate together. As part of the contract, Glendale logs all incidents of anti-social behaviour, from dogs, to motorbikes, to fly-tipping so that a picture can be formed of key issues and actions attributed to either the police, the council or Glendale.

The main issues affecting parks and open spaces at the time Glendale took over in 2000 were dog fouling, graffiti and general cleansing. More intensive cleansing routines,

visible presence and targeted advice to the public are credited for having reduced those problems significantly. As an example, to deal with dog fouling Glendale installed dog bins, they started a scheme to give bags out to dog owners so they could pick up after themselves, invested in educational programmes, posters, and employed a dedicated person whose job is to clear up dog mess.

Glendale is also responsible for regulating the conflicts between different uses and users (e.g. usage of sports facilities), to ensure no one monopolises them, or the conflicts between sports practice and other uses of parks, or sports users and neighbours. That has been done similarly through visible rules for usage of facilities (e.g. with defined times for sports practices) and advice to users.

### Maintenance

Maintenance is at the core of the partnership between Lewisham Council and Glendale and it includes infrastructure maintenance and repairs of park furniture and playgrounds. The contract specifies levels of performance (described in method statements) and value of payment per activity, but leaves most of the day-to-day decision on maintenance practices and routines to Glendale.

Recent cuts in council expenditure have affected maintenance regime as they change the amounts the client (the Council) can pay for Glendale's services. The most prominent cut was the reduction of park keepers' working days from seven to five per week. However, these changes have been negotiated by both client and contractor and when relevant have led to changes in the contract.

### Investment

The largest share of resources for public space management comes from transfers of resources from the Council to Glendale, to pay for management services as specified in the contract and to pay back the £1.5 million capital investment Glendale had to spend upfront to upgrade parks and their infrastructure. This makes the first contract (2000-2010) very similar to a PFI operation, with the contractor responsible for both delivering a management service but also investing in infrastructure and operating it for a number of years to recover their investment.

The renewed contract (2010-2020) includes the 3% year-on-year efficiency savings clause, and that has passed on to Glendale the responsibility for raising funds to cover any gaps between real efficiency gains and the 3% reduction in council transfers. This has been addressed through events income and rental of facilities, but also through management fees on funded projects. Glendale has a bid writer to help community organisations bid for funding from government and other sources for investment in their open spaces, with the expectation that once funding is won, Glendale will be hired and manage the delivery of the project.

The same applies to external funding secured by the local authority for investment in parks, be it Section 106 planning gain resources or central government funding. The council will contract Glendale to manage the project on their behalf and take a fee for project management and contract administration.

### 4.9.5 Openness/accessibility

The open spaces managed by Glendale are mostly council owned and by the most part open to the public. The exception are the grounds of housing estates, which are owned by Lewisham Homes but are mostly open to the public, and the enclosures, which are council owned but not openly accessible. The discussion below refers to the parks and other accessible green spaces owned by Lewisham Council.

As mentioned before, council by-laws set out rules for use of parks and limitations to it, modelled on the Home Office set of by-laws, and include things such as e.g. flying model aeroplanes, riding horses, putting up barbeques, or playing loud music. Dog fouling, littering and other forms of misuse of parks are covered in national legislation such as the Environmental Protection Act, or the Dog Control Orders. Glendale has some powers of enforcement, but the power to prosecute and set fines for the violation of by-laws resided with the Council, not Glendale. Therefore, the basic set of rules of access and use, as well as forms of exclusion, emanate from the elected local authority and have not been substantially altered by the contracting out of management service.

Glendale do have powers to do some enforcement, but they do not want the staff to face confrontation so if there is signs of that, they will be there just to record what is happening and report back to the safer neighbourhood teams, i.e. the police. However, they do a liaison team that used to be called a security team, who will ask rough sleepers to leave, for instance. If they will refuse to do so, then the police will be brought in, but these actions are sanctioned by council by-laws.

The opening regime for the parks managed by Glendale is set out in the specifications of the contract. Opening hours are essentially 8am through dusk. There are no discussions with parks friends groups as these are set out in discussion with the council and are reviewed annually. There is some community involvement in the discussion of parks closing rotas. Closing parks can take time, and that can cause delays in the closing rota, so Glendale, the council and the communities surrounding the parks have to agree which is the best format – everyone wants their parks to be the first to be locked at dusk but because of the rota, it can take another hour for that to happen. It appears that more articulate and vociferous communities end up having priority.

Therefore, Glendale has a limited role in defining openness and accessibility, although they are largely responsible for implementing the rules that make up that dimension of publicness. Those rules are set out in council by-laws and have been incorporated into the management contract.

#### 4.9.6 Accountability

The accountability of Glendale's decisions follows the model of a client-contractor relationship, in which decisions are framed by contractual dispositions and accountability is to the client. In this particular case, the contract transferred to Glendale the task to deal with park users group and therefore, to a limited extent, to decide on some of their aspirations. Moreover, the long duration of the contract, now approaching its 15th year, allows Glendale to build up a relationship with some of the friends groups.

The communication of on-the ground issues between Glendale and the council is formalised in fortnightly meetings, with a fixed agenda covering grounds maintenance issues in detail, project works, events and the demands from user group meetings that might have happened in the meantime. Because Glendale has the responsibility to liaise with user groups, the council relies on Glendale's report to know what the demands might be for particular parks.

Events are the main point of contention between Glendale, user groups and the council. This is especially clear with regards to Blackheath, the largest park under Glendale management and the one with the most potential for large events, but also one with vocal user groups with a tradition of activism. In this particular case, management decisions should be made with the advice of the Blackheath Joint Working Party (BJWP), formed of representatives for the two local authorities that cover the park and representatives of user groups, which has an events policy

for the park. Here, there seems to be an issue of how to accommodate conflicting aspirations and how existing mechanisms should be accountable to them. Glendale has an incentive to promote large events as a revenue raising activity for reinvestment in park management. However the community resents these large events and does not benefit directly from them. The Council has the power to decide but it also has the power to ignore BJWP advice and has the need for revenues to compensate reduced budgets. Since the contractual link is between Glendale and the Council, and not with users, the latter feel that their aspirations are being ignored.

The nature of the management contract and the lines of accountability they imply makes user groups' participation advisory or consultative, as many of the management decisions are already defined in the contract. Strategic decisions on park policy, general exclusion rules and large events lie with the Council which has its own accountability mechanisms. Therefore, the local authority remains largely the channel through which more significant community aspirations can be met. It is mostly day-to-day management issues that users can negotiate with Glendale, which they do in regular meetings every three months or so

Glendale does facilitate some community initiatives and there is some transfer of resources to park friends groups for small scale improvements through community planting, gardening, which will then be maintained by the community itself. Their help to friends groups in writing bids and applications from small pots of money from external sources allows those groups to have small amounts of capital investment for the improvements they want to see in their park. The proviso here is that if the bids are successful, Glendale should be tasked with delivering the improvements for a fee.





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## 5.0 Comparative Analysis and Study Findings

The analytical framework used in this research postulates that three sets of issues should be considered for understanding the relationship between the contracting out of public space management and publicness. These are:

- i.** The context in which public spaces are located, which defines the rights and interests that will be relevant in any particular situation;
- ii.** The rights and interests that are recognised and privileged in the contractual arrangement;
- iii.** The nature of the management functions that are contracted out.

This section analyses the way those sets of variables play out in the nine case studies, with the aim of distilling the key elements that might shape publicness in each of them. Data from interviews, agreement documents and other secondary sources in each case is brought together in table format to permit a visualisation of the differences and commonalities across cases.

## 5.1 The context for public space management

Location in relation to town and city centres, residential areas, iconic places, transport hubs, etc., will determine the range of interests and pressures in a particular public space. Similarly, the immediate surroundings of a public space determine how those interests and pressures will relate to the attributes of that space. Table 2 describes the location and surroundings of the nine cases, sets out the relevance of the main attributes of each space to its key stakeholders and tries to summarise the contextual variables that might have a bearing on publicness attributes.

**Table 2** The context of each case

Cases	Location	Surroundings	Relevance	Summary
<b>Myatts Field North Estate</b>	Park, squares and gardens within and around a redeveloped council housing estate in South London	Largely residential area, with several council estates and newer private housing.	Park might have broader function, but most of the squares and gardens will serve primarily the housing estate (council tenants and new private occupiers)	Mostly local open spaces, with local interest and limited range of stakeholders
<b>Leathermarket Area Estates</b>	Gardens within a council housing estate close to Central London	Large concentration of council estates in fast gentrifying area and at close proximity to large prestigious commercial developments	Gardens serve primarily the surrounding housing blocks and complement public parks nearby, with some through pedestrian traffic	Mostly local spaces, with local interest and limited range of stakeholders
<b>Potters Fields</b>	Medium size park and gardens in highly visible and prominent position by the river Thames and opposite to the Tower of London	Mixed use area, with large commercial developments, institutional buildings, upper market private housing, some retail and council housing estates	Park and gardens serving a wide range of functions: background to tourist attractions, leisure area for nearby office workers, local park, events venue	Multi-purpose open spaces, with a wide range of stakeholders including residents, workers, tourists, local employers and landlords
<b>Waterloo Millenium Green</b>	Small park located in a traffic junction and near Waterloo Station	Mixed use area, with the Station, theatres, small retail, the Lower Marsh market, council housing estates and private housing	Parking serving a wide range of functions, although strong local character: leisure area for local workers, local park for residents	Mostly local park for the area south of Waterloo Station, with a range of stakeholders including residents and workers
<b>Bernie Spain Gardens</b>	Medium size park and gardens located within a cooperative housing area in a highly prominent location by the river Thames in Central London	Immediate surrounding dominated by cooperative housing, but area dominated by large cultural and institutional building complexes and leisure and entertainment uses	South part of park with stronger local park character serving housing tenants and families; north park with wider usage, with heavy flow of tourists and passers-by from the riverside walk and local workers and event customers	South park a more local open space with a smaller range of stakeholders (residents, local workers), north park merging with the heavily visited riverside walk and a wider range of local and non-local stakeholders
<b>Spine Route</b>	Road space located at the back of the Southbank riverfront buildings from Westminster Bridge to Blackfriars Bridge	Uses vary along the road, but predominantly large residential, commercial, institutional and cultural buildings on the northern side, and residential on south side	Street is a thoroughfare and part of the cycling route on the south side of the Thames, but traffic and pedestrian flows are low and mostly access to properties. Functions as local street around Coin Street housing cooperatives	Street with mostly local character (back street), but in strategic location as pedestrian and cyclist alternative to riverside walk and busier road to the south

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Cases	Location	Surroundings	Relevance	Summary
<b>Lower Marsh Market</b>	Small street market located south of Waterloo Station, within a BID area and in the border between commercial spaces facing the Thames and housing estates to the south	Street itself occupied by small independent retailers, mostly food outlets. To the north, several large commercial uses north of Waterloo Station, and council and private housing estates to the south and theatres, cafés and restaurants to the east	Small street market with mostly local custom base (residents and local workers) sharing the space with similar type of small retail (food and crafts).	Street with local character but with supra local function (the market), with a relatively wide range of stakeholders: residents, workers, local employers, local retail, stall holders, BID
<b>Jubilee Gardens</b>	Medium sized garden located in highly visible and prominent position by the Thames, next to the London Eye and the Southbank cultural centre	Immediate surrounding dominated by large tourist attractions (the London Eye, Southbank Centre, the aquarium at County Hall, the Houses of Parliament and Whitehall across the river), offices and private housing at the Shell Centre and County Hall and Waterloo Station	Highly prominent park serving a wide range of functions: background to tourist attractions, leisure area for nearby office workers, part of the riverside walk, meeting point and to a small extent local park	Prominent open space with a wide range of stakeholders: tourists, local workers, employers, local landlords, residents, BID
<b>Lewisham Parks</b>	All council-owned parks and open spaces within the London Borough of Lewisham, including the Lewisham portion of Blackheath, a major London park	Varied for all parks and open spaces, mostly private residential around Blackheath Park	Parks and open spaces serving a variety of functions, from strictly local (grounds of housing estates) to parks and squares serving a wide area, to large parks (Blackheath) with a London-wide role as a leisure destination and events venue	Varied for all other open spaces. For Blackheath, major park with a wide variety of functions and a wide range of stakeholders, including residents, pressure groups, users of different types, London Government

## 5.2 Contractual agreements and the rights and interests of stakeholders

The various kinds of contractual arrangements represented by the nine cases recognise and privilege the interests of groups of stakeholders in different ways, while attributing rights and obligations to them. Table 3 summarises how the interests and rights of key stakeholders are recognised and included in the contractual agreements. Although the range of potential stakeholders can be large, for the purposes of this research they have been grouped in three basic categories:

- **Users/General Public:** general users and visitors to the public space and its facilities, including tourists and passers-by
- **Residents:** those living around or in the vicinity of the public space, whose interests over that public space are normally associated with those of the “community”, and are recognised in most management transfer agreements
- **Businesses:** businesses located around or in the vicinity of the public space, with an interest on how the space is run and on its uses because of impacts on the business, on its employees or on asset value.

There is no suggestion that those 3 categories are internally homogeneous, and when significant differences in interests within them have emerged from the data, representation of the different subgroups is listed in the table (e.g. residents of council housing estates and residents of private housing).

The summary column highlights the key interests represented in the agreements and shows how they are situated in relation to other interests.

**Table 3 Recognition of the interests and rights of key stakeholders**

Cases	Users/General public	Residents	Businesses	Summary
<b>Myatts Field North Estate</b>	Rights/interests represented by Lambeth Council – Main client in PFI and sitting at Project Liaison Group, setting up general public space strategy and KPIs	Council estate residents represented by residents’ associations sitting at Project Liaison Group and deciding on strategic matters (The Happenings, who might take over management of some facilities)  Private housing residents’ representation still to be defined	Not applicable, except for the Regenter PFI consortium and its subcontractors, whose rights and obligations are set out in detail in contract	The Council plays a preeminent role in the allocation and negotiation of rights and obligations. Not only the Council forms part of the decision-making body (Project Liaison Group) but it also sets the conditions for the management and maintenance of the space (thorough and complex PFI agreement). Residents interests are predominant – through their own involvement in the decision making body and also the Council’s role as the freeholder of the grounds
<b>Leathermarket Area Estates</b>	Represented by Southwark Council – monitoring of Leathermarket Joint Management Board (JMB) activity and acting as main client, setting up general public space strategy	TRAs represented at Leathermarket JMB Board of Directors and deciding on operational matters	Not applicable	General Public interest represented in the lease contract but no direct representation at the decision making body (Leathermarket JMB Board of Directors) Residents’ interests are predominant due to their own involvement in the decision making body and also the Council’s role as the freeholder of the grounds
<b>Potters Fields</b>	Represented by freeholder Southwark Council, who set the terms of the lease and sits at Trust’s Board of Directors which decides on the Management Plan  GLA also sitting at Board of Directors, both as policy maker for London and neighbouring ‘resident/ business’  Local workers also represented by their employers (More London and Team London Bridge both in the Board)	Represented by Residents’ Associations – sitting at Board of Directors (Fair Street Community Housing Service and Shad Thames Residents Association). It is likely that the new residential development will also be represented at the Board)	More London and Team London Bridge BID – sitting at the Board of Directors and representing neighbouring employers and landlords (More London directly, Team London Bridge indirectly and mostly BID levy payers)	General Public interest represented both in the lease agreement and in the decision making body (Board of Directors) through the Council representative. All in all, a very balanced representation of the different stakeholders’ interests in the decision making body
<b>Waterloo Millenium Green</b>	Represented by Lambeth Council, freeholder, setting the terms of the lease, general open space policy and monitoring BOST Board of Trustees activity	Represented in BOST Steering Group for Waterloo Millennium Green	Local businesses represented in BOST Steering Group for Waterloo Millennium Green, directly and indirectly through Waterloo Quarter BID	General Public interest represented in the lease contract but no direct representation at the decision making body. Residents’ and Businesses’ interests represented at the decision making body
<b>Bernie Spain Gardens</b>	Not directly represented (freeholder is the London Residuary Body but CSCB are the leaseholders for 200 years)	Residents that are CSCB members (i.e. have lived in the area for at least three years) are represented through sits at CSCB Board, which decides on more strategic matters and on more controversial operational matters	Not applicable – although CSCB themselves are a commercial landlord	CSCB interests are predominant. General Public interest is not represented. However, CSCB tries to ‘cater’ for it inasmuch as their interests are not constrained

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Cases	Users/General public	Residents	Businesses	Summary
<b>Spine Route</b>	Represented by Southwark and Lambeth Councils as the road is an adopted road	Interests of private tenants in County Hall and coop housing residents in Coin Street represented by their own representative bodies. Others represented by local authorities as 'owners' or the road and by community organisations such as WCDG	Local business interests represented informally by SBEG, the new Southbank BID, CSCB, developers and landlords along the route	So far, General Public interest is the predominant one, with different stakeholders negotiating theirs with the corresponding Local Authority. County Hall residents' interests remain predominant on their grounds
<b>Lower Marsh Market</b>	Represented through Lambeth Council – Chair of the Lower Marsh Market (LMM) Steering Group. Local employees' interests represented indirectly through employers membership of WQB	Representatives sitting at the LMM Steering Group	Representatives of market stallholders sitting at the LMM Steering Group; Representatives of shops sitting at LMM Steering Group and most of them WQB members	General Public interest represented both in the lease agreement and in the decision making body (LMM Steering Group) through the Council representative. All in all, a balanced representation of the different stakeholders' interests in the decision making body
<b>Jubilee Gardens</b>	Representation limited to those associated with Friends of Jubilee Gardens, BOST and Waterloo Community Development Group – members of the Jubilee Gardens Trust and sitting at its Board. Wider user community represented by Lambeth Council, a co-opted member of the Trust	Representatives of County Hall Residents Association, CSCB, WCDG and BOST – members of the Jubilee Gardens Trust and sitting at its Board	Representatives of London Eye, Shell, CSCB, and two local businesses (i.e. Small Back Room and First Protocol) and SBEG – members of the Jubilee Gardens Trust and sitting at its Board. The Chair of the Board is SBEG's CEO	Trust's interests summarize the most likely user groups' interests. These are predominant. General Public interest is not represented. However, Jubilee Gardens Trust tries to 'cater' for it inasmuch as the Trust's interests are not constrained
<b>Lewisham Parks</b>	Represented by Lewisham Council, the client and implemented by Glendale, the contractors. There are friends' groups representing users' interests in different parks, but without a direct input in the decision making process	Residents' groups (e.g. Blackheath Society) representing their interests in different parks, but without a direct input in the decision making process. This is done through their liaison with the Council	Not applicable in general, although business and employers' interests might be represented in friends' groups. Glendale rights and obligations as contractors are set out in detail in partnership agreement	General Public interest represented in the lease contract but no direct representation at the decision making body. No user group is predominant

## 5.3 Contractual allocation of management responsibilities

The analytical framework suggested in section 2 assumes that publicness might be affected differently by the contracting out of public space management, depending on which type of management responsibility is transferred and the extension with which this happens. Table 4 shows how management responsibilities for coordination, regulation, maintenance and investment have been allocated in each case. Those are the four dimensions of management as defined in section 2 above. Coordination includes strategic and operational decision-making about the space and its management; regulation covers the setting up of rules of behaviour, rules of access and opening times and their enforcement; maintenance comprises the organisation and operation of maintenance routines; investment includes capital and revenue investment, repairs and maintenance costs. The summary column highlights the key characteristics of management transfer agreements and the nature of the relationship between the key stakeholders the transfers imply.

**Table 4** Allocation of management responsibilities

Cases	Coordination	Regulation	Maintenance	Investment	Summary
<b>Myatts Field North Estate</b>	Transferred and parcelled: Coordination of strategy with Liaison Group (council, consortium and residents); overall coordination of management with head of consortium (Regenter); day-to-day coordination with grounds management subcontractor (Rydon), all subject to contractual targets.	Retained by Council, some decisions on rules and regulations transferred to Liaison Group  Enforcement of rules and regulations by grounds management subcontractor Rydon through wardens	Allocated to grounds management subcontractor Rydon, reporting to consortium and to the client (the Council)  Parts of the park to be maintained by community (The Happenings)  New roads adopted and maintained by Council	Initial capital investment by PFI consortium, paid back by Council as unitary charges in 25 years  Maintenance costs also by consortium and paid back in unitary charges  Future capital investment to be negotiated (not part of PFI contract)  Some revenue-generating facilities transferred to and maintained by community	High level of formal transfer of full range of responsibilities in complex PFI contract  Clear client-contractor relationship between Council and Regenter and its subcontractors, with highly formalised monitoring mechanisms and with transfer of operational responsibilities in coordination, maintenance and investment, but not regulation
<b>Leathermarket Area Estates</b>	Transferred in Right to Manage contract: JMB has full autonomy as overall managers of the estates, contractors to the Council, subject to contractual targets	JMB has regulatory powers over use and access of estate grounds as executive body for the tenants and residents' associations  For enforcement, JMB has no police powers and subscribe to the Council's warden service	Responsibility fully allocated to JMB, to decide and deploy maintenance routines. Community ethos of JMB led to allocation of some maintenance duties to charities Groundwork and St. Mungo's, for community gardening	30-year investment plan transfer capital investment responsibility to JMB out of its rents and service charge revenues  JMB has freedom to apply for grants and sponsorship for garden improvements  Maintenance funding transferred to JMB by the contract	Formalised transfer of full range of responsibilities by Right to Manage contract  Clear client-contractor relationship between Council and JMB, with formalised monitoring mechanisms, but tempered by the community sector nature of JMB  Transfer of all management responsibilities, but with Council oversight

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Cases	Coordination	Regulation	Maintenance	Investment	Summary
<b>Potters Fields</b>	Fully transferred to the Trust by the terms in lease contract and SLA. Trust has autonomy to produce management and maintenance plans, procure its own suppliers and organise events as long as these comply with contract and SLA	Power to regulate use and access transferred to Trust, which has power to close parts of the park for events Enforcement of by-laws retained by council through its warden services, but in practice done by BID wardens and in the future Trust will have its own wardens	Responsibility fully allocated to Trust, which subcontracts specialist company. Management Plan and SLA with Council establishes maintenance standards	Lease contract transferred investment responsibilities to Trust, which depend on revenues raised from events and fees for commercial uses of the park for investment and maintenance capital	Formalised transfer of full range of responsibilities by lease agreement. Lessor – lessee relationship between Council and Trust, framed and monitored by an approved plan and SLA, and council presence in Trust  Transfer of all management responsibilities within the terms of the lease
<b>Waterloo Millenium Green</b>	Fully transferred to BOST by the terms in lease contract and SLA BOST has autonomy to manage and maintain the park, subject to agreed financial procedures, works programme and maintenance schedules included in contract	Power to regulate use and access transferred to BOST, but limited by Council's open space strategy Enforcement of by-laws retained by council	Responsibility fully allocated to BOST, which uses a mix of subcontractors and voluntary work. Works programme and maintenance schedule included in contract frame BOST's own maintenance choices	Investment responsibility allocated partially to BOST: Capital investment came through Lottery funding, management and maintenance costs are partially to come from BOST through grants, sponsorships and potential revenue generating activities. The remainder should come from the Council	Formalised transfer of most responsibilities by lease agreement. Lessor-lessee relationship between Council and BOST, framed and restrained by works programme and maintenance schedule included in SLA
<b>Bernie Spain Gardens</b>	Fully transferred to CSCB with long lease. They coordinate all management activities and have autonomy to decide on both strategic and routine matters, including events and temporary uses	Lease transferred full rights to regulate to lessee. Council by-laws do not apply and CSCB make their own rules. CSCB enforces own rules through their own security or through SBEG security	Responsibility fully allocated to CSCB, which had an in-house time and now uses subcontractors	Initial capital investment in the whole area from borrowing by CSCB, paid back from commercial income, including events in the park. On-going maintenance also paid from commercial income, including events located elsewhere in CSCB estate and also Section 106 contributions	Full transfer of rights and responsibilities in long lease. Local authority – private landowner relationship between Council and CSCB
<b>Spine Route</b>	Coordination still formally with both local authorities and County Hall for the stretch they own, but pressure from SBEG and its members to transfer some coordinating powers to them as they already do some of it	Powers to regulate use and access with local authorities as for regular streets, and with County Hall for their private stretch	Maintenance duties with local authorities and County Hall for its stretch. Deterioration of SBEG-funded refurbishment because of maintenance problems has been point of contention	Previous capital investment negotiated by SBEG New plan to be funded by Section 106 monies from new developments. Maintenance funded by councils, although details still to be discussed	Undefined distribution of responsibilities, with SBEG already involved in some coordination and investment and pushing for involvement in maintenance
<b>Lower Marsh Market</b>	WQB responsible for coordinating market operation, relationship between market and shops and between market and residents as well as market related services. Local authority responsible for managing the street	As licensed manager, WQB has no regulatory powers over market. Those are set by the Council and operated by WQB under the terms of the license. WQB only regulates trader activity. Regulatory powers over public realm with the Council	Maintenance of market infrastructure transferred to WQB, including street cleaning and waste collection  General maintenance of the street still the responsibility of the council	Initial capital investment in market from a council grant, but ongoing investment responsibilities transferred to WQB through market income. Capital investment in the street funded through S106, managed by council with input from WQB and SBEG. Street maintenance funded by council	Formal transfer of specific (market-related) responsibilities through managing license, with relationship client-contractors between council and WQB within an environment managed by the council and some overlap of responsibilities

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Cases	Coordination	Regulation	Maintenance	Investment	Summary
<b>Jubilee Gardens</b>	Full responsibility with JGT, the lessee, which has full powers within the terms of the lease to decide on and implement management plans. Operational coordination transferred to SBEG's JGGMT as contractors	As effectively private land council by-laws do not apply and JGT is responsible for devising own rules and regulations within the terms of the lease  Enforcement subcontracted to SBEG's JGGMT	Maintenance duties rest with JGT, which has JGGMT as main contractors, under which there are subcontractors, all operating on standards set by JGT	Initial capital investment came from the Mayor's Office, Section 106 monies and donations. Maintenance funding under JGT responsibility, coming from Section 106 and contributions as no commercial income is permitted by the lease	Formalised full transfer of rights and responsibilities by lease agreement, with lessor and lessee relationship between the Southbank Centre and JGT, and one of client-contractor between JGT and SBEG, within the terms of a complex and prescriptive lease arrangement
<b>Lewisham Parks</b>	Strategic coordinating role retained by the council, but operational coordinating role transferred to Glendale by management contract and involving all areas of management, including funding, and community involvement	General regulation responsibilities retained by council  Limited regulation responsibilities transferred to Glendale  Enforcement powers largely retained by council, with limited transfer to Glendale and its wardens	Maintenance duties fully transferred to Glendale in detailed contractual specifications	Initial capital investment by Glendale, but paid back by council as in a PFI operation  Maintenance funded by council transfers to Glendale, but with a savings clause, which transfers to Glendale the responsibility to find resources to cover the savings [through commercial income from parks]	Formalised, highly detailed transfer of mostly maintenance and investment responsibilities through a quasi-PFI contract  Clear client-contractor relationship between council and Glendale with highly formalised specifications and monitoring mechanisms



## 5.4 Openness/accessibility and accountability

Section 2 defined publicness as a function of openness and accessibility, which comprise the rights of access and of use of a space, and of accountability, which comprises how stakes over a space are recognised and given a voice in the governance of that space. Table 5 displays the arrangements to determine rights access and use (i.e. openness and accessibility) and the mechanisms for incorporating and responding to the aspirations of key stakeholders (i.e. accountability) in each case. The summary column sets out who are the key players in each of the two dimensions of publicness and which are the key processes determining openness, accessibility and accountability.

**Table 5** The dimensions of publicness

Cases	Openness/Accessibility	Accountability	Summary (key determinants of Openness/Access. and Accountability)
<b>Myatts Field North Estate</b>	Public ownership (ground part of council owned housing estate) Expected to be open to the public. PFI includes some regulations but degree of openness and accessibility are expected to be mainly determined by resident community	Complex contractual lines of accountability in PFI agreement between contractors (the consortium) and the client (the local authority), with KPI to assess and enforce compliance on basic maintenance standards and access rules. Detailed operation decided by Liaison Group with resident, council and consortium participation. Residents Forum feeds into LG. Transfer of some open space and facilities to community control (the Happenings)	Openness and accessibility set out by local authority and delivered through contractor in client-contractor relationship set out in PFI agreement: O/A hinging on contract compliance monitoring  Accountability lines client-contractor set out in PFI contract; direct residents' participation in operational decisions through Liaison Group and Residents' Forum. Hinging on contract monitoring and effectiveness/power of LG
<b>Leathermarket Area Estates</b>	Public ownership (grounds part of council owned housing estates) Open to the public. In the case of regulated access, opening times are mainly decided by TRA. This also goes for the regulation of activities in them – e.g. ball games or dog walking. JMB would only play a mediation role if negotiations among residents got stuck	Complex and well-scrutinised accountability system between Council, JMB and residents for strategic and big spending decisions. More organic and accountability mechanisms for operational decisions between JMB and residents with direct resident engagement	Openness and accessibility set out and delivered by TRAs. O/A hinging on non-written agreements with JMB acting as a mediator only when needed  Accountability lines client-contractor set out in lease contract; direct residents' participation in operational decisions through JMB Board. Hinging on contract monitoring and effectiveness of relationship client-contractor
<b>Potters Fields</b>	Public ownership. Open to the public 24 hours a day, as required in the lease contract. Council by-laws apply as well as limitations to access during events, when parts of the park would be reserved to fee-paying customers	Accountability to stakeholders represented in the Trust (local residents, local businesses/landlords – local interests, council, GLA – wider interests) through elected Board, with main decisions included in Management Plan. Operational decisions by CE, accountable to Board	O/A set out by local authority and delivered through lessee in lessor-lessee relationship set out in lease agreement. Hinging on commitment to openness from groups represented in the Trust's Board of Directors, framed by terms of the lease  Clear lines of accountability between CE and the Board on operational decisions. Less clear lines of accountability between board directors and the stakeholder groups they represent. Hinging on the functioning of the Board

continued

continued

Cases	Openness/Accessibility	Accountability	Summary [key determinants of Openness/Access. and Accountability]
<b>Waterloo Millenium Green</b>	Public ownership. Open to the public but with regulated access – opening times go from dawn to dusk. Council by-laws are the regulatory mechanism for uses/ activities although the Steering group has some latitude in the way these are implemented. Promotion of community and educational activities is part of the lease requirements	Lines of accountability between BOST and Council established in the lease, with the latter ultimate responsible for the park  BOST trustees accountable for strategic decisions directly to Council. Operational decisions negotiated in Steering Group including residents, local organisations, the local BID	O/A set out by local authority and delivered through lessee in lessor-lessee relationship set out in lease agreement. Hinging on commitment to openness from lessee, framed by terms of the lease  Accountability lines lessor-lessee set out in lease contract; direct stakeholders' participation in operational decisions through Steering Group. Hinging on contract monitoring and effectiveness of lease conditions
<b>Bernie Spain Gardens</b>	Effectively private ownership. Open 24 hours a day. However, there are limitations of access, use and exclusion regulated by CSCB rules. The aim of these rules is to ensure a 'family friendly' open space. Events can take place as long as they are approved by CSCB and the member residents	CSCB as social enterprise controlled by a board of residents of the housing cooperatives with direct formal accountability to residents. Operational decisions accountable to residents when required through formal and informal mechanisms. Accountability to wider range of local stakeholders [employers and workers] indirectly through CSCB involvement with SBEG, which also includes the two councils covering the area	O/A set out by CSCB, framed by their own regulations. Hinging on commitment to 'family friendly' environment  Direct accountability lines to CSCB residents. Indirect accountability to wider range of local stakeholders  Accountability hinging on board of resident's interests
<b>Spine Route</b>	Public and Private ownership. Open to the public 24 hours a day, except for the stretch along County Hall, that has regulated access. Accessibility to be improved by delivery of masterplan. However, limitations of use are not yet clear. At the moment of writing, council by-laws apply	Accountability to the public with the two local authorities, as with any adopted local street. SBEG accountable to its members [businesses, landlords and many residents through CSCB] for their intervention and in the future potentially for operational management	Openness and accessibility for most of the route as for any adopted road, excluding private tract set out by landlords County Hall. Potential for contractual relationship with SBEG/ BID not affecting O/A. Hinging on council representativeness and future role of SBEG/BID  Accountability through local authority. SBEG and CSCB with their own line of accountability to their members, and might hinge on balance of responsibilities/power of any future arrangement
<b>Lower Marsh Market</b>	Public ownership. Public street is open to the public 24 hours a day and council by-laws apply. There are limits to vehicular access. Trading activity is regulated by market management body except for a few traders that are still under London Local Authorities Act. Occasional events – i.e. night openings and promotional events – are negotiated by the trader management body with residents on a case-by-case basis	Different accountability mechanisms for different stakeholders: WQB accountable to market traders as market managers, through contractual obligation linked to fee payment. WQB also accountable to local authority in contractor-client relationship. WQB accountable directly and clearly to levy-paying local shops as BID members.  Local residents have indirect line of accountability to WQB through market Steering Group, chaired by the council and with trader and local business representatives  Indirect relationship between Southbank businesses and the market management through SBEG and BID participation	O/A for street set out by local authority, with restrictions related to market operations set out by LMM/ WQB within framework established by council in management contract. Hinging on the monitoring and negotiation of contract and of market operation.  Multiple lines of accountability overseen by Council through contractual instruments [client-contractor council – LMM and LMM – traders]; BID membership [local shops – LMM/WQB]; direct participation in Steering Group [residents, traders, local businesses; indirect participation of local business through membership of WQB and SBEG. Hinging on effectiveness of overseeing role by Council and of the various contracts

continued

continued

Cases	Openness/Accessibility	Accountability	Summary [key determinants of Openness/Access. and Accountability]
<b>Jubilee Gardens</b>	Effectively private ownership. Open to the public 24 hours a day. However, there are limitations of access, use and exclusion regulated by Jubilee Gardens Trust rules and code of behaviour. The main aim of these rules is to ensure the rights of other users, avoid safety and maintenance problems, and keep to the terms of the lease – e.g. demonstrations and assemblies	Accountability of interests represented in the Trust formally through participation in Board [residents from adjoining buildings, local landowners, local employers, community groups and charities and the Council]. For operational decisions, accountability regulated by client-contractor relationship between Trust and JGMT, part of SBEG	O/A set out by Trust, following the terms of the lease agreed by landowner Southbank Centre and easement owners County Hall. Hinging on commitment to openness from groups represented in trust, framed by terms of the lease  Clear lines of accountability between trust and member groups, with council involvement. Operational decisions framed by client-contractor relationship. Hinging on the functioning of the Trust and its overseeing role over contractors
<b>Lewisham Parks</b>	Public ownership. Open to the public but some spaces have regulated access, set out in the contract specifications – 8am to dusk. Council by-laws apply and have been incorporated to the contract specifications	Complex and detailed lines of accountability determined in contract between the council (client) and Glendale [the contractor], with KPI and compliance enforcement mechanisms. Strategic decisions taken by the council, with its own accountability mechanisms. Relationship between users and the council also mediated by Glendale as a contractual obligation, with users as advisors or consultees	Openness and accessibility set out by local authority and delivered through contractor in client-contractor relationship set out in partnership agreement: O/A hinging on contract compliance monitoring  Accountability lines client-contractor set out in agreement; user involvement mediated by contractor. Hinging on contract monitoring and effectiveness of relationship client – contractor

## 5.5 Typologies of publicness

Each of the four tables above looked individually at the different issues that can influence publicness in contracted out management agreements. Table 2 looked at the context of each case in terms of location in the wider city, the nature of the surrounding area and the range of interests each space is likely to attract. Table 3 examined how the interests of three types of key stakeholders were treated in the management transfer agreements. Table 4 investigated the allocation of the four key management responsibilities among the parties in the agreement. Finally, Table 5 shows how openness, accessibility and accountability are addressed in the transfer agreements. Table 6 tries to condense the findings for each case using the information in the summary columns, to allow for commonalities among the cases to emerge.

The variable context sets the range of potential interests around a public space and defines which of them are more likely to be involved in management. Some of the spaces are in central locations with a wide range of stakeholders with multiple objectives pressing for a say in how those spaces are managed and thus requiring arrangements capable of incorporating that complexity. Other spaces have only local interest, with one or a few clearly defined stakeholders. The main differences among the cases are therefore centred on the range of interests and stakeholders, whether just local interest with few and clearly defined stakeholders, or wider and more complex, with many stakeholders, with varying degrees of 'definability'.

Rights and obligations define the relative power in management arrangements and whose interests the arrangements respond to. Dominant interests in each case are incorporated into contracts, some mediated by the local authority as a main party and retaining important controlling rights, others with local residents/businesses/landlords acting as dominant players, others still balanced between different interests. The main differences in the cases lie around the roles of the local authority, local residents/business or other stakeholders, whose interests are paramount in the contractual arrangement and the way they are balanced.

Allocation of management responsibilities specifies the type of relationship between the management and the public body owning the space, and the amount and type of power/control transferred through the management agreement. In some of the cases there is a transfer of a full range of responsibilities, including strategic management and funding whereas others are more restrictive and maintain some strategic functions with the local authority/public body; some are highly prescriptive in their description of responsibilities, and others are more flexible allowing managers a greater discretion. What differentiates the cases is nature of the relationship between the management body and the space owner (lessor/lessee, client/contractor), how prescriptive and/or wide ranging the agreement is (full management, operational only), and how management should be funded (self-funded or transfers/payment from public bodies)

Finally, publicness defines how openness/accessibility and accountability are interpreted in the arrangements. Some arrangements make the space open and accessible as any other public space, others assume a degree of self-regulation by the stakeholders, with some additional restrictions. Accountability mechanisms in some are clear and direct in their lines of communication between stakeholders and managers, others are more complex and mediated. Some are directly inclusive of all main potential stakeholders, others are exclusive of one or two main stakeholders (with others with only indirect accountability through the local authority). They differ mainly around whether openness and accessibility are similar to other public spaces or whether there is a degree of self-regulation, and whether accountability mechanisms for the recognised stakeholders are clear/direct or complex and indirect, and whether they are inclusive of all main stakeholders or restricted to one dominant stakeholder.

Looking at the nine cases and common features amongst them it is possible to distinguish three basic types of 'publicness', defined by the array of stakeholders involved in management, the extent to which they can define and regulate basic rules of access and use and their ability to influence and control management strategies. They vary from a largely self-regulated type of publicness, directly shaped and controlled by surrounding residents, business and landowners and their interests and aspirations; to a fully contractualised form of publicness in which rules for use and access and management responsibilities and control over it are defined in contract specifications with clear and separate roles for the public body that owns the park (the client), the management body (the contractor) through which the interests of clearly defined stakeholders are mediated; to a more restricted contractual arrangement which applies to only some dimensions of the space and its management and therefore allows for only partial intervention of stakeholders in shaping rules of access and use and in shaping space management. The three types are explained in more detail below and their implications for public space publicness is discussed in the concluding section.

### First type: Stakeholder-shaped publicness

These are spaces whose management incorporates a wide range of interests, with strong representation of stakeholders seeking to secure the fullest possible transfer of management responsibilities (including funding), ownership rights and a more equal relationship with local authority/public body, leading to some form of self-regulated openness/accessibility and accountability mechanisms that are complex but inclusive to the recognised stakeholders. Other interests are represented by the local authority.

This type includes spaces managed by trusts and social enterprises with clear and legally defined lines of accountability to its members, all organisations with a clear and direct stake in the public space. Transfer of management involves a long lease with its own conditions, creating a lessee-lessor relationship with the public body that owns the freehold of the land, and giving the lessee almost full ownership rights, including in some cases the right to raise revenues from rental of the space and facilities. The transfer of responsibilities tend to be extensive although within the parameters set by the lease. Whether a trustee and/or freeholder of the land, the local authority is a part of the arrangement setting/securing compliance with policies and acting as representative of dispersed interests in the borough.

### Second type: Full contracted-out publicness

This type comprises spaces in which the management is taken over by one key stakeholder, with the local authority in a strong position to retain strategic overseeing role while delegating management. These are spaces under council by-laws, but with some self-regulating openness and accessibility, but within a very tight framework set out in detailed contractual agreements. Accountability mechanisms are clear but complex, securing an exclusive say by the main stakeholders in each arrangement. As in the first type, there is weak and diffuse accountability for other stakeholders, many of which are indirectly represented by the local authority's presence in the management body.

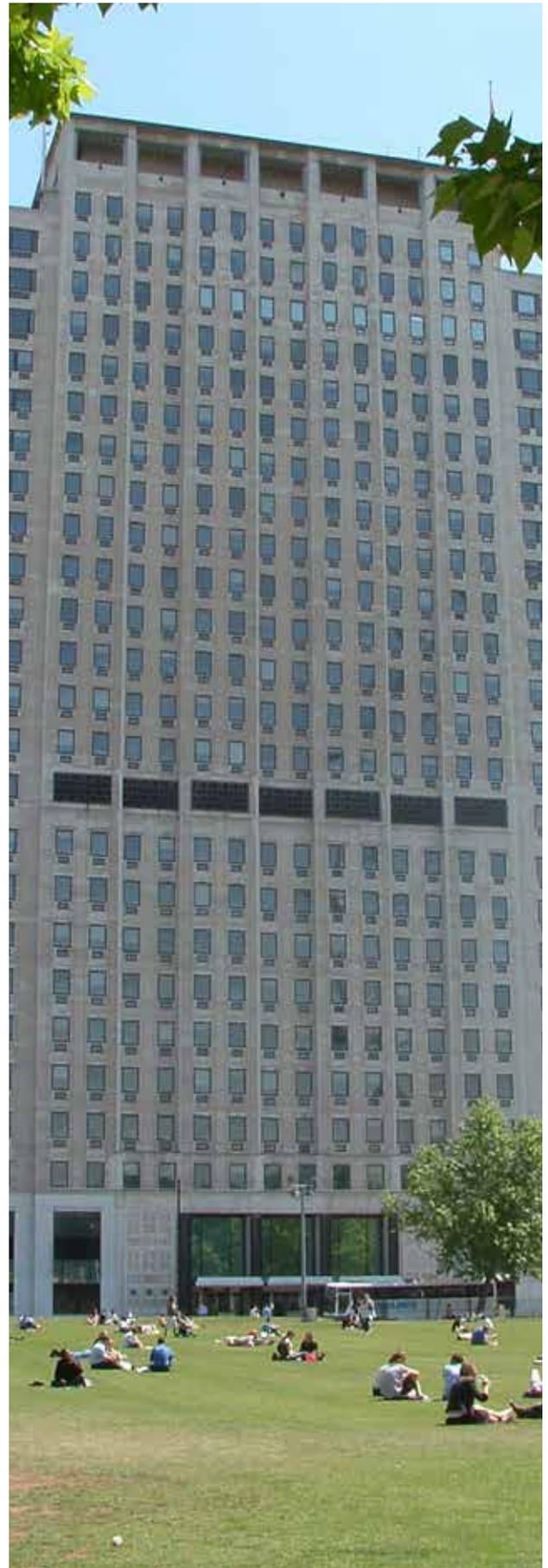
Transfer of management involves mostly complex contractual transfers monitored by performance indicators and backed-up by sanctions, creating a client-contractor relationship between management body and the local authority. The transfer of responsibilities can be extensive and its nature and expected outcomes are detailed in contractual documents. It can include the right to raise funds to finance management, but it also involves service payments from the local authority to the contractors. The local authority plays a key role as client, monitoring body and enforcer of contractual obligations, setting the terms of the contract and the general policy framework within which the contract operates, while ensuring the representation of dispersed interests in the borough.

### Third type: Restricted contracted-out publicness

This last type is less well defined, but includes spaces in which localised interests, clearly defined, take over some aspects/functions of the public space, with the council in a strong client position to retain strategic overseeing role of all aspect/functions of the space while delegating some relevant management duties through contracts with high degree of monitoring. It leads to forms of openness/ accessibility that mirror those in other public spaces and accountability mechanisms linking directly or indirectly those localised interests to management and from them to the local authority.

There is a partial transfer of managerial responsibilities over particular attributes of the public space (as a location of particular activities such as a street market, or as movement corridor). Other attributes of that space remain under local authority management. There might be restrictions on openness and accessibility for those aspects of the space managed through contract, but they are very specific and do not influence significantly the openness and accessibility of the space as a whole. Normal accountability mechanisms (through local authority) apply to the space, with specific clear and formalised mechanisms applying for the transferred attributes, which secure an exclusive say from all the relevant stakeholders.

Transfer of management in this type involves a management contract transferring a specific set of management obligations from the local authority to a contractor, with clear outcomes and performance indicators embedded in the contract. The contractor has operational autonomy, but this happens within a detailed framework of obligations set by the client. As the client, the local authority is the main part in the arrangement, setting the terms under which the contractors are monitored and ensuring those are in line with its own policies.



**Table 6** Typologies of contracted-out publicness

Cases	Context	Rights and Obligations	Allocation of Management Responsibilities	Publicness	Typology
<b>Myatts Field North Estate</b>	Housing Grounds Local Interest	Council's Preeminent Role Resident's Interests	Highly prescriptive Client/Contractor Relation Operational Management Publicly funded	Entirely Open, with some self-regulation Clear and Exclusive Accountability	<b>Second type:</b> Full contracted-out publicness
<b>Leathermarket Area Estates</b>	Housing Grounds Local Interest	JMB Preeminent Role Resident's Interests	Flexible Client/Contractor Relation (public spaces) Full Management Part self-funded	Self-regulated Openness Clear and Exclusive Accountability	<b>Second type:</b> Full contracted-out publicness
<b>Potters Fields</b>	Iconic and visible location Wide Range of users	Board of Trustees' Balance of Trustees' Interests	Prescriptive Lessor/Lessee Relation Full Management Self-funded	Self-regulated Openness Complex and Inclusive Accountability	<b>First type:</b> Stakeholder-shaped publicness
<b>Waterloo Millennium Green</b>	Local park in Central area Local + wider interest	Balance between Council and BOST Balance of all main stakeholders' Interests	Prescriptive, mixed Client/Contractor and Lessor/Lessee Relation Operational Management Part self-funded	Self-regulated Openness Complex and Inclusive Accountability	<b>First type:</b> Stakeholder-shaped publicness
<b>Bernie Spain Gardens</b>	Local park in iconic location Wide Range of users	CSCB Preeminent Role CSCB members' Interests	Lessor/Lessee Relation Full Management Self-funded	Self-regulated Openness Clear and Exclusive Accountability	<b>First type:</b> Stakeholder-shaped publicness
<b>Spine Route</b>	Local Street in Central Area Wide Range of Users but local interest	Council's Preeminent Role Conflicting Interests	Limited Informal Relation No Formal Management Transfer (potentially prescriptive client/contractor relation) Publicly-funded	Entirely Open Clear and Exclusive Accountability (but in Dispute)	<b>Third type:</b> Restricted contracted-out publicness
<b>Lower Marsh Market</b>	Local Street in Central Area Local Interest	Balance between Council and WQB Businesses' Interests	Prescriptive Client/Contractor Relation Operational Management Part self-funded	Entirely Open Clear, Complex and Exclusive Accountability	<b>Third type:</b> Restricted contracted-out publicness
<b>Jubilee Gardens</b>	Iconic and Visible Location Wide Range of Users	Trust's Preeminent Role Balance of Trustees' Interests	Flexible Client/Contractor & Prescriptive Lessor/Lessee Relation Full Management Part self-funded	Self-regulated Openness Clear and Exclusive Accountability	<b>First type:</b> Stakeholder-shaped publicness
<b>Lewisham Parks</b>	Varied Contexts Varied Interests	Council's Preeminent Role Council's Interests	Highly prescriptive Client/Contractor Relation Full Management Part self-funded	Generally Entirely Open Complex and Exclusive Accountability	<b>Second type:</b> Full contracted-out publicness

## 6.0 Conclusions



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This research examined the impacts on publicness of the transfer of management of public spaces away from the local authority, and posited a relationship between publicness and context, the rights recognised in the transfer and the nature of the transferred management functions. It posed four research questions and tried to find answers to them through the examination of nine case studies. This section tries to answer those questions with reference to the findings presented previously, and derive general conclusions about the implications of contracted-out publicness.

### **Q1. How are the key attributes of publicness (i.e. openness, access and accountability) dealt with in public realm management contracts and how are roles and responsibilities allocated?**

The cases show that the terms of management transfer contracts or terms of leases set the guidelines within which managers/contractors/lessees can determine rules of behaviour, rights of access and use, opening regimes, etc. The cases in the first type (stakeholder-shaped publicness) had typically more latitude to set their own rules of access and codes of behaviour and adapt them over time, because of the ownership rights transferred to the management bodies through long leases. In both the second and third types (full and restricted contracted-out publicness) contract specifications set those rules and codes in advance and monitor compliance. However, in most of our cases the general rules of openness and accessibility tend to mirror council-by laws and regulations in place in other public spaces. Only in a few cases in the first type a

number of additional restrictions were imposed by specific lease terms (e.g. restrictions to cycling, dog access and rough sleeping, limited adult access to children's play area and restrictions to political and religious gatherings) and where these apply they seem to have the consensus of the main constituency for each place.

Accountability mechanisms are also set out in the terms of the contract or lease, between the contractor/lessee and the public body acting as client/lessor. The nature of many of the management bodies (community enterprises, private trusts, charitable trusts, tenants' management bodies, BIDs) means that lines of accountability between managers and the membership of those organisations – the main stakeholders in those public spaces – are also clear. In the cases in which the managers are private contractors (Myatts Field North and Lewisham Parks), accountability to local interests (residents, etc.) is secured by the local authority through contract steering groups with direct resident/business participation. This is the same for all 3 types of arrangements discussed in the previous section: they all present very clearly defined accountability systems for those stakeholders represented in the arrangements, and they recognise the interests of the local authority as representative of borough-wide interests.

In general, the allocation of responsibilities in each case reflects the reasons that led to the setting up of the management arrangements (e.g. conflicts with market management in Lower Marsh, need to improve quality at lower costs in Lewisham Parks, desire for a direct say in management by residents in the Leathermarket Area estates, poor state of management in Jubilee Gardens and the Spine Route, etc.) and the interests of the various stakeholders in those arrangements.

In almost all the cases the strategic coordinating role remains with the local authority formally or otherwise, and this was secured in the terms of contracts and leases or in a local authority presence in the board of trusts. In the only case in which the local authority is not part of the management set-up, Bernie Spain Gardens, this role was 'locked in' through partnership arrangements between managers, council and communities. Operational management and maintenance is the element invariably transferred to the management body in full, with a few contractual restrictions related to procurement (of cleaning, waste management) in only a handful of cases. This is the same across all the three types of contracted-out publicness. As regards regulation, only in the first type, characterised by long-lease arrangements, management bodies have full regulating responsibilities but only rarely they have full enforcement powers and many have relied on existing warden services (from the local authority, from a BID). Responsibility for investment and funding have also been transferred to a variety of degrees in most of the cases and across the three types. The possibility of accessing funding sources not normally available to local government was indeed one of the main reasons for management transfers. Especially in the second type of contracted-out publicness, extra funding complements a transfer of funding by local authorities to management bodies through complex formulas. Those cases also involved a contractual commitment of upfront capital investment by the management bodies (repaid by the local authority over a long period as in Myatts Field North, Lewisham Parks and Leathermarket Area Estates). For those cases under the first type, the transfer of the responsibility for funding and investment to the management body has meant the search for income generating activities in the public space (events, space rentals, etc.) as in Potters Fields, Bernie Spain Gardens where lease terms allow for that, or through the hypothecation of Section 106 contributions from nearby developments to management trusts as in Jubilee Gardens and Potters Fields.

## Q2. How are those attributes dealt in the day-to-day implementation of those contracts?

In all the cases the main rules about openness and accessibility and systems of accountability are specified either in transfer contracts, lease documents or as sets of rules issued by trusts or other management bodies. Some of those rules comprise quite detailed codes of behaviour and lists of activities that are or are not allowed (e.g. Jubilee Gardens, Potters Fields), whereas others are much less so (e.g. Bernie Spain Gardens) or just implicitly replicate council by-laws for public space (e.g. Leathermarket Area Estates). However, it does not follow that all those rules are always enforced, and in the same way everywhere. Here the picture is less clear. As mentioned earlier, only a few of the management bodies have full enforcement powers or capabilities, and most rely on pre-existing enforcement systems (council-run warden service, the police, park keepers). A couple of the cases rely on BID-run, area-wide warden services to deal with the enforcement of more serious restrictions such as illegal trading (e.g. Jubilee Gardens). The cases in the first type (stakeholder-shaped publicness) are more likely to abide more closely by their own rules because of the legal liabilities associated with not doing so.

However, even in those cases, implementation of openness and accessibility restrictions and of codes of behaviour is mostly done through persuasion or through mobilising the community (e.g. issues of dog access, littering and rough sleeping). Therefore, there is in practice much more tolerance of 'deviant' behaviour across all three types. When and how to enforce any particular rule is often left to operatives on the ground, who can judge the balance between enforcing rules (and restrictions) and the broader implications of doing so. Even when formally banned by rules of behaviour, restrictions to access and use that are bound to be unpopular with the management constituency (local residents, local businesses) are in many cases discussed with that constituency before action is actually taken.





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Accountability systems and mechanisms seem to work as prescribed in the transfer agreements. In principle, all the cases across the three types have clear mechanisms for all relevant stakeholders to have a say in decision making related to public space management. However, the strength of the participation of different stakeholders depends on the way their interests are organised and the dynamics of their representation in trust boards, steering groups, committees, etc. Local residents are represented directly or indirectly in all arrangements, but this representation might be more or less effective: it is central to the arrangement in e.g. Leathermarket Area Estates and done through the various Tenants and Residents Associations in the area, with their own accountability mechanisms, and similarly in Bernie Spain Gardens; it is done through voluntary individual participation in the PFI Project Liaison Group in Myatts Field North or the steering group for Lower Marsh market, which might be more or less effective depending on the issue being examined; it is restricted to a fixed number of board representatives of specific residents' constituencies in Potters Field and Jubilee Gardens. The same applies for representation of local businesses, more effective when part of a more articulated grouping like a BID in Lower Marsh market or Waterloo Millennium Quarter, or SBEG in Jubilee Gardens or the Spine Route, potentially less effective when reliant upon individuals.

The local authority is still an integral component of all accountability systems examined in this research, representing borough-wide interests and in some cases local residents/businesses that might not be part of management arrangement or might not understand them. However, how effectively that role is played can vary and it is not itself a risk-proof guarantee that those interests are protected.

### Q3 Do these arrangements and their implementation affect those attributes and how do they do it?

The attributes of openness and accessibility are clearly shaped by the management transfer arrangements in that the latter set out the parameters for detailing how those attributes are defined in practice. However, in most of the cases they stay close to or replicate council by-laws. This is especially the case for the spaces in second and third types of our typology (full and restricted contracted-out publicness). The strong position of the local authority as the client to the public space managers' contractor role and the nature of the contracts ensure those spaces are open and accessible in ways similar to council-managed public space.

In the spaces in the first type of our typology, which have acquired a state of quasi-private property because of the nature of the long leases, there is the potential for rules of openness and accessibility that could diverge more substantially from usual by-laws and regulations and present more restrictions. This is indeed partly the case, although these spaces are also locked in wider local authority open spaces strategies and the involvement of a wide range of stakeholders ensures that they are still open and accessible to most potential user groups. In any case, whenever openness and accessibility are more restricted than in a council-run public space, those restrictions have been agreed by a wide range of stakeholders, and in that sense they represent the local consensus about how a space should be used.

Accountability attributes (i.e. the ability of the main stakeholders to have a say in decision-making related to the public spaces) are also largely shaped by management transfer arrangements: they set the relationship between client and contractor (the council and the management body) or the lessor and lessee (the council or other public bodies and the management body), in terms of outcomes and performance and spheres and levels of decision making. What they do in most cases is to replace informal channels of communication between space users and the council and its public space management functions with more formalised and clearer forms of participation for those stakeholders recognised in the transfer agreements. These tend to include most local interests who are expected to want a voice in the management of that particular public space, and might already have been active before the transfer as pressure groups. At Leathermarket Area Estates, and Myatts Field North it is the council housing residents' interest that is paramount, and this is recognised in the agreements (in the latter through the Liaison Group overseeing the PFI contract). This is also the case with Bernie Spain Gardens and cooperative housing residents. The other cases have a more varied set of recognised interests (local residents, local businesses, local park friends, local landlords, local authority, GLA), and they are variously represented in trust boards (Potters Field, Jubilee Gardens, Waterloo Millennium Green), or in contractual guarantees (actually in Lower Marsh Market, potentially in the Spine Route). Lewisham Parks covers a wide range of situations, but the involvement of residents, voluntary groups, etc., is secured through e.g. participation in the Joint Working Group for Blackheath.

For the first type of contracted-out publicness, the lines of accountability between all recognised key stakeholders and management is embedded in management structures through the composition of the respective trusts. For the second type, it is external to the management bodies and relies on the overseeing role of the local authority or steering groups and is therefore more indirect. For the third type, given the nature of management contracts, different accountability mechanisms co-exist side by side, some with direct links between stakeholders and management (e.g. market traders and market management in Lower Marsh Market), some indirect (e.g. residents and shopkeepers in the same case).

However, for all three types what the management arrangements do as regards accountability, is to replace a vaguer but potentially more inclusive relationship between users and space management with a more structured, better defined, more responsive, but potentially more restrictive relationship between recognised key stakeholders and management.

#### Q4. What are the implications of 'contracted-out publicness' for key stakeholders' objectives and aspirations?

This questions seeks to understand whether there are important stakeholders whose aspirations are being systematically undermined or left out in management transfer arrangements, or at least whether their aspirations are more undermined by the transfer arrangements than they would have been by a local authority-run management regime.

Residents in the immediate vicinity of the cases are well represented in management arrangements, in most cases directly as members of boards, steering groups or partnerships, and in a few cases indirectly through the local authority. As discussed earlier, this representation can vary in quality, as in some cases this is done through active residents' associations with clear and effective accountability systems and in other cases it is based on voluntary individual involvement, which can be variable and not accountable to a wider constituency. It should be noted, however, that resident representation often only encompasses those living immediately around the public space, or those living in larger public or private housing estates in the vicinity. Other residents in the area might not have a direct representation and might have to rely on the mediation of the local authority.

Park friends and other community groups are represented in a few of the arrangements where relevant, and where they are not, the local authority provides a channel of participation. However, it should be noted that the lack of approachability of most local authority's open space management was mentioned in a few cases, even as a justification for alternative arrangements more responsive to users. Therefore, there is a risk that those voices might find difficulty in being heard.

In the more centrally located cases (Potters Field, Jubilee Gardens, Lower Marsh Market and the Spine Route), management arrangements have also recognised the interests of surrounding businesses and employers in the quality of public spaces. Often this was because locally-based businesses were among the pressure groups that plaid important roles in setting out the management arrangement. It is therefore reasonable to say that businesses have found in the transfer agreements a better and more direct way of realising their objectives and aspirations, by taking over management responsibilities that would have otherwise remained with the local authority. The current controversy about the management of the Spine Route is a good example of that. Local businesses are a diverse category and the cases suggest that large businesses are more actively represented in the management arrangements.

There is specific small business representation in the trust board in Jubilee Gardens, and in the Lower Marsh Market steering group, the latter for obvious reasons, but it is not clear in general whether there is pressure for more representation by a more diverse group of businesses.

Some of the contractual arrangements have explicitly recognised the role of surrounding landowners, either as such or as employers or residents, presumably because of the impact the management of the space can have on their property. This is particularly so in the case of large landowners, such as More London, County Hall, the Shell Centre, who have seats in the board of trustees in Potters Field and Jubilee Gardens, or CSCB, which manages Bernie Spain Gardens as the open space for the cooperative properties they own. In this sense, what the transfer arrangements do is to recognise formally a stake that would otherwise be exercised informally through partnership arrangements with the local authority, participation in pressure groups, lobbying, etc. The arrangements do, therefore, provide a more direct route through which to put forward and implement their objectives and aspirations.

As predictable, none of the arrangements addresses the stakes and aspirations of occasional users and visitors. Some of these might be employees of the businesses surrounding the public spaces and some of their aspirations and objectives might be secured indirectly through the participation of those businesses in management arrangements. Other users will have their interests indirectly protected through local authority public space strategies and the overall legal framework regulating freedom of movement, expression, etc. In this regard the position of those stakeholders is not different from what it was under direct local authority management. The main difference is that the transfer arrangements explicitly recognise other interests as more relevant, relevant enough to have a direct say in management, and by doing that formalise a difference in degree or relevance that might have existed before but was implicit. This might be especially the case with the public spaces within housing estates, as the arrangements clearly privilege residents over any other user.

There are some other particular groups of users whose aspirations might have been explicitly excluded in some of those transfer arrangements, such as cyclists, rough sleepers, demonstrators, etc., groups that have often been used in the literature to equate the contracting out of publicness to a process of privatisation of public space. This would suggest a much more restrictive type of publicness implicit in the transfer mechanisms.

However, a more detailed look reveals that the restrictions to access and use imposed on those groups are not very different from those already in existence in many local authority-run public spaces. There are restrictions on cycling in the four cases under the first type of contracted-out publicness, with the justification based on potential conflicts with, and danger to pedestrians and especially children in confined and heavily used spaces. Whether or not this is justified in practice, it mirrors restrictions that have been in place in many public parks, pedestrianised town centre streets and other publicly-managed public space where there is potential for conflict between cyclists and pedestrians. Similar although more controversial are the restrictions to rough sleeping. There are restrictions to rough sleeping in all the second and third types of contracted-out publicness, all operating under council by-laws and they are the same that apply to other public spaces in the area and incorporate long standing restrictions to rough sleeping in parks and public spaces – including highways – embedded in local and national legislation (e.g. the Vagrancy Act 1824). The evidence from the cases suggest that the difference is that the sense of ownership the management arrangements give to particular groups, be they residents or local businesses, is more likely to lead to more effective enforcement of those dispositions, even if this is done through soft means rather than blunt application of the rules. In the first type cases where lease terms allowed management body to set their own rules of access, use and behaviour, these tend to replicate council by-laws or are based on those in force in the Royal Parks (as in the Jubilee Gardens), to the same effect.

Two of the cases in the first type had specific regulations to deal with political or religious events and demonstrations: Potters Fields and Jubilee Gardens, the two spaces situated in highly visible locations and close to seats of power (the GLA and the Houses of Parliament respectively). In both cases, bans on political and religious event were inscribed in the terms of the leases, for multiple reasons: the need to accommodate varied and conflicting interests of residents, businesses and landowners; responsibilities and liabilities that come with the lease; costs of insurance; etc. However, so far there has been no major conflict involving the right to demonstrate in those places, and the restrictions remain largely notional.



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## General conclusions

In section 5 we presented a suggestion of a typology of publicness emanating from the different nature of the management transfer arrangements examined. We propose that this typology can help explain the overall effect of those arrangements on what publicness might mean for the key stakeholders in each case, but also for society as a whole and for how people experience the public spaces of the city.

The evidence from the cases suggests that management transfer agreements privilege the interests and aspirations of those with a direct stake in a public space, and who are organised enough to make that stake count. Moreover, this has been done in one of three ways:

- i) Through transferring a wide range of management and decision-making rights to an organised body of stakeholders as a long-term transfer of ownership;
- ii) Through transferring a wider range of those rights through a contract with a stakeholder-based or private body, accompanied by detailed targets and procedures;
- iii) Through transferring specific obligations and rights linked to particular attributes and functions of the public space and not others, to a contractor, again accompanied by targets and.

The first type represents a transfer of a wide range of responsibilities to trusts and similar bodies, and a wider scope for stakeholders' interests and aspirations to affirm themselves. Through the transfer arrangements those stakeholders are in a better position to shape the space they have a stake in, especially as they can also raise finance. There is a clear trade off as even with seats on trusts, the local authority gives away considerable power over the space. In return, stakeholders assume a lot more responsibilities, relieving the local authority of them and securing a much more focused and often more effective management. In principle, other more diffuse or less organised but legitimate interests not directly included in the arrangements are safeguarded by the local authority through its participation in trust boards or through the terms of the lease. How effective this really is will depend on how the lease was conceived, what are the sanctions, and what actual role the local authority has on the arrangement. The challenge to wider publicness represented by this type of arrangement is how to avoid a natural narrowing of management objectives around the core interests of the key stakeholders involved, at the exclusion of everything else. This would represent a 'balkanization' of public spaces, with a well-managed sequence of spaces but with narrowly defined publicness attributes. Apart from the moderating power of the local authority or other representative public bodies, publicness might depend also on the ethos of the management body: community trusts might have a compromise with social policy and a wider degree of openness and therefore embrace a different balance from a private trust between

a space that is well-maintained and one that is open and inviting when both are in conflict. So far only minor disagreements have been reported between trusts of all kinds and local authorities. There is nevertheless potential for conflict as the number of spaces in that situation multiply and real powers to control have to be tested.

The second type presents less scope for stakeholders' interests to be realised, although it secures them enough influence on all operational matters related to a public space. Ultimately, that scope depends on latitude given to it by the transfer contracts. However, differently from the first type of arrangement, there is a strong and constant presence of the local authority as the client setting that latitude, monitoring procedures and outcomes and imposing sanctions for non-compliance. Stakeholders' aspirations might be represented directly as part of the management body or indirectly through the local authority as the main client. The trade off in this arrangement is again the transfer of management responsibilities and costs to someone who can do it cheaper and more effectively, but the cost is the monitoring and enforcing, far more pronounced than in the first case. Some of these arrangements are extremely complex because of the amount and detail of outcomes that need specifying in contracts, the pricing for each service and the way money is transferred to contractors to pay for units of service. There is a much smaller risk of 'balkanisation' of public spaces as described above because the power of the council in the arrangement is more pronounced. Moreover, stakeholders have to operate within the framework of council by-laws and council policy. However, there is more potential for internal conflicts as the working of the arrangement depends on effective communication channels between stakeholders and management, and between them and management and the client – the council. Ultimately, however, the effectiveness of the arrangement and of publicness outcomes hinge on the quality of the contract, which requires considerable expertise and resources in drafting, monitoring and enforcing. Again, the quality and nature of the management organisation might be influential in shaping the relationship between stakeholders and management: presumably easier for community focused organisations with a direct relationship with its constituents than for private ones, although the professionalism of the latter might be more important in determining an effective relationship between client and management.

The third type embodies a much more focused contractual relationship and involves only those interests related to the attributes/functions whose management is being contracted out, without necessarily affecting other stakes in the public space. In both the cases that fit this category, the local authority plays the role of the client to the managers' contractor, and is in charge of setting the terms of the contract and its expected outcomes,

monitoring system and enforcement mechanisms. The contractors and the interests they represent have only operational autonomy within the functions contracted out. In many ways this arrangement replicates existing discrete contracts for street cleaning, waste removal, building repairs, etc., which are part and parcel of the day-to-day working of the local authority. Publicness outcomes in this case depend on how the narrow focus of the arrangements relate to the broader range of aspirations and interests that might be relevant to that space.

In conclusion, the evidence suggests that the contracting out/transfer of public space management responsibilities may not represent a radical change in the nature of the stakeholders whose interests and aspirations inform the management of a space. What the arrangements do, however, is to formalise which stakeholders have the right of a say in deciding about access and openness, giving them clear and structured access to decision-making, whilst potentially leaving others with more diffuse and much vaguer ways of making their interests and aspirations heard. On the one hand, the arrangements seem to privilege the interests of organised groups of local residents, organised or large local businesses and significant local landowners, with slight variations in that composition depending on location and context. On the other hand, other more fragmented and diffuse (but equally valid) interests tend to be left out of the arrangements and continue to rely on the elected local authority to safeguard them. How relevant this singling-out and formalisation of particular interests in detriment of others is depends substantially on context: it may be inevitable as regards the grounds of a housing estate, but potentially more conflictive in a central and highly visited location. It also depends on the strength of the local authority's presence in the management arrangements and its effectiveness in representing those diffuse interests. The cumulative impact of that process on the city is, however, another question that requires more extensive research. It will depend on which type of management transfer will dominate and the relative position of those public spaces within the public realm as a whole.

Overall, the research indicates that contracted-out management of public space does not necessarily affect publicness negatively. However, it requires judiciously designed accountability mechanisms and clear decisions by all key stakeholders, including local authorities, about whose aspirations will be privileged and how other aspirations should be protected. In a climate of austerity and spending cuts, expertise in those types of decisions will be increasingly important if the public realm is to remain public, whilst relying on the resources of those with an interest in its quality to maintain it.

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## 8.0 Appendix 1 – Interview proforma

### Interview topics:

- Reasons for management transfers, how extensive so far
- Nature of contracts (what is transferred)
  - General policy coordination
  - Maintenance planning and execution
  - Resourcing and funding of maintenance
  - Regulation and enforcement of restrictions and codes of behaviour
- Role of key partners in coordination, maintenance, regulation and resourcing (what they do, why them)
  - Private partners,
  - Community partners
  - The council
  - Other public bodies (LDA, etc)
- Monitoring/enforcing contracts (how, mechanisms and sanctions)
  - Setting targets
  - Securing compliance
  - Conflict resolution
- Typologies of contracts and location characteristics
- Evaluation of management transfer (key issues so far)
- Openness: extension, limitations
  - Rules of access (restrictions, time restrictions, exclusions and limitations)
  - Permissible uses and codes of behaviour (what uses are allowed, how appropriate behaviour is encouraged)
- Accountability: how key decisions taken
  - Rules of access and use (how decided and how enforced)
  - Management strategies (objectives, resourcing)
  - Day-to-day maintenance
  - Users' requirements and aspirations (security, cleanliness, openness, use)
  - Relationship with local and national policy objectives (inclusion, regeneration, environment, etc.)
- Relationship between contracts and practice (potential gaps and conflicts)
- Implications for council policy making and delivery of services
  - Skills and roles for delivering services through contracts
  - Changes in form and content of policy





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