

CROWN COMMERCIAL SERVICE

PROJECT MANAGEMENT AND FULL DESIGN TEAM SERVICES FRAMEWORK SCHEDULE 4

PART B - TEMPLATE ORDER FORM AND TEMPLATE CALL OFF TERMS

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Date 11 October 2019

ORDER FORM

Between

THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE

And

ARCADIS LLP

For the provision of

**Multi-disciplinary Services in Support of Planning Application
for Otterpool Park Garden Town**

ORDER NUMBER: PMFDTS-0529-2019

THIS CALL OFF CONTRACT is made the 11 day of OCTOBER 2019

PARTIES:

1. **THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE** whose registered office is Civic Centre, Castle Hill Avenue, Folkestone, Kent CT20 2QY (the "Contracting Authority"); and
2. **ARCADIS LLP** which is a company incorporated in and in accordance with the laws of England and Wales (Company No. **OC368843**) whose registered office address is at Arcadis House, 34 York Way, London N1 9AB (the "Supplier").

BACKGROUND

- (A) The Minister for the Cabinet Office (the "Cabinet Office") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, without separate legal personality (the "Authority"), established a framework for project management and full design team services for the benefit of public sector bodies.
- (B) The Supplier was appointed to the framework and executed the framework agreement (with reference number **RM3741**) which is dated 03 May 2017 (the "Framework Agreement").
- (C) The Supplier has agreed to provide the Services in accordance with this Call Off Contract and the Framework Agreement.

IT IS AGREED AS FOLLOWS:

1. The Contract Particulars and Contract Conditions annexed hereto form part of this Call Off Contract.
2. The Contracting Authority will pay the Supplier the Fee and carry out his duties in accordance with the Contract Particulars, Contract Conditions and the Framework Agreement.
3. The Supplier shall perform the Services in accordance with the Contract Particulars, Contract Conditions and the Framework Agreement.
4. This Call Off Contract is the entire agreement between the parties in relation to the Services and supersedes and extinguishes all prior arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating thereto.
5. Neither party has been given, nor entered into this Call Off Contract in reliance on any arrangements, understandings, agreements, statements, representations or warranties other than those expressly set out in this agreement.
6. Nothing in clauses 4 or 5 above shall exclude liability in respect of misrepresentations made fraudulently.

IN WITNESS whereof the Parties have executed this Contract as a deed the day and year above written

THE COMMON SEAL of
THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE
was hereunto affixed in the presence of:

[Redacted Signature]

Authorised Signatory



8904

EXECUTED AS A DEED by
ARCADIS LLP acting by:

Member	Signature	[Redacted Signature]
	Name IN CAPITALS	[Redacted Name]
Member	Signature	[Redacted Signature]
	Name IN CAPITALS	[Redacted Name]

Contract Particulars

Where there is an option in these Contract Particulars for a Clause to apply or not apply or for a deliverable to be required or not required and the relevant selection is not made, then the relevant provision shall be deemed to be 'not applies' or 'not required'.

1	<p><u>PROJECT</u></p> <p>1.1 The Project is: Otterpool Park Garden Town</p> <p>A planning application has been submitted for Otterpool Park, a new community of 8500 homes, plus employment, a range of community facilities and green space. This commission takes the Project from submission to determination of the planning application:</p> <ul style="list-style-type: none"> • To lead on planning, masterplanning and project management of Otterpool Park garden town from submission of the outline planning application to achieving planning permission, including any additional work that is critical to the determination of the planning application. • To contribute to the Core Strategy Review Examination in Public including providing expert witnesses and supporting the work of the local planning authority (LPA) • Additional work to support the planning application and overall delivery of the Project. <p>1.2 The Property is:</p> <p>Approx. 770 ha of land at Junction 11 of M20 and Westenhanger Castle, bounded by villages of Barrow Hill, Sellindge to the west and Lympne to the south east; the Aldington Road to the south and London - Dover railway line to the north.</p>
2	<p><u>SERVICES</u></p> <p>2.1 The Services to be provided by the Supplier are:</p> <ul style="list-style-type: none"> • Core Service Discipline 1 - Project Manager (Project Lead) • Core Service Discipline 2 - Architectural Services • Core Service Discipline 3 - Cost Management • Core Service Discipline 4 - Civil and Structural Engineer Services • Core Service Discipline 5 - Building Services Engineer • Core Service Discipline 6 - Lead Designer • Core Service Discipline 7 - Client Adviser • Core Service Discipline 8 - Principal Designer • Core Service Discipline 9 - Contract Administrator • Core Service Discipline 10 - BIM Information Manager • Core Service Discipline 11 - BIM Coordinator <p>together with the following non-core service disciplines:</p> <ul style="list-style-type: none"> • environmental services • landscape architecture • land surveying • town planning consultant • waste management advice

	<p>2.2 The Procurement Type is: Traditional</p> <p>2.3 The scope of Services are to be performed up to RIBA Stage 2</p> <p>Subject always to the provisions herein, the Services to be supplied by the Supplier to the Contracting Authority are intended to the take the Project to achieving outline planning permission, including representation for the Project at the Core Strategy Review Examination in Public.</p>								
3	<p><u>TIMESCALES</u></p> <p>3.1 The Programme is:</p> <ul style="list-style-type: none"> • Consultation on planning application: 15 March to 27 May 2019 • Negotiation on planning application with LPA including completion of further technical work and amendments to application: April to June 2019 • LPA Examination in Public for Core Strategy Review: by end 2019 (dates tbc) • Negotiation of S106: June 2019 to June 2020 • Completion of other strategies and workstreams related to the application: April 2019 - June 2020 <p>The timings of the Project Programme are subject always to review depending on consultation responses, timing of the Examination in Public and decisions on the future planning strategy that forms part of this commission.</p>								
4	<p><u>FEES AND PAYMENT</u></p> <p>4.1 The Basic Fee is a time related fee which is calculated and paid in instalments in accordance with Schedule 2 (Fees and Payment).</p> <p>4.2 The Final Date For Payment of an instalment of the Fee is: 23 days after the Due Date for payment.</p> <p>4.3 The Due Date for Payment of an instalment of the Fee is 7 days after the date of receipt of the Supplier's invoice.</p> <p>4.4 The interest rate for late payment is: 3% per annum above the Bank of England base rate in force from time to time</p>								
5	<p><u>PERSONNEL</u></p> <p>5.1 Key Personnel - The Supplier's Key Personnel are:</p> <table border="1"> <thead> <tr> <th>Name</th><th>Role/position</th></tr> </thead> <tbody> <tr> <td>██████████</td><td>Project Manager / Associate</td></tr> <tr> <td>██████████</td><td>Project Director / Partner</td></tr> <tr> <td>██████████</td><td>Assistant PM / Principal</td></tr> </tbody> </table> <p>5.2 The Contracting Authority's Representative is: ██████████, Chief Strategic Development Officer</p> <p>The authority of the Contracting Authority's Representative to instruct any Additional Services that increase the Fee is limited to a total increase of the Fee by a maximum total sum of £100,000.00 with such authority being delegated by the Contracting Authority to its Chief Strategic Development Officer.</p> <p>5.3 The Supplier's Representative is: ██████████</p>	Name	Role/position	██████████	Project Manager / Associate	██████████	Project Director / Partner	██████████	Assistant PM / Principal
Name	Role/position								
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██████████	Assistant PM / Principal								

6	<p><u>NOTICES</u></p> <p>6.1 Notices under this Call Off Contract shall be submitted to:</p> <table><tr><th>To the Contracting Authority</th><th>To the Supplier</th></tr><tr><td>Contracting Authority's Representative Folkestone & Hythe District Council Civic Centre Castle Hill Avenue Folkestone CT20 2QY If by e-mail: [REDACTED] [REDACTED] [REDACTED]</td><td>Supplier's Representative Arcadis Bernard Weatherill House 8 Mint Walk Croydon CR0 1EA If by e-mail: [REDACTED] [REDACTED] [REDACTED]</td></tr></table>	To the Contracting Authority	To the Supplier	Contracting Authority's Representative Folkestone & Hythe District Council Civic Centre Castle Hill Avenue Folkestone CT20 2QY If by e-mail: [REDACTED] [REDACTED] [REDACTED]	Supplier's Representative Arcadis Bernard Weatherill House 8 Mint Walk Croydon CR0 1EA If by e-mail: [REDACTED] [REDACTED] [REDACTED]								
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7	<p><u>INSURANCE</u></p> <p>7.1 The Supplier shall maintain the following insurances in accordance with Clause 18 of this Call Off Contract:</p> <table><tr><th>Insurance</th><th>Level of cover</th><th>Period following completion of the Services or earlier termination</th></tr><tr><td>Public Liability Insurance</td><td>As required under Framework Schedule 14 (Annex 1 - Part A)</td><td>12 months</td></tr><tr><td>Employer's Liability Insurance</td><td>As required under Framework Schedule 14 (Annex 1 - Part C)</td><td>12 months</td></tr><tr><td>Professional Indemnity Insurance</td><td>[REDACTED]</td><td>12 years</td></tr></table>	Insurance	Level of cover	Period following completion of the Services or earlier termination	Public Liability Insurance	As required under Framework Schedule 14 (Annex 1 - Part A)	12 months	Employer's Liability Insurance	As required under Framework Schedule 14 (Annex 1 - Part C)	12 months	Professional Indemnity Insurance	[REDACTED]	12 years
Insurance	Level of cover	Period following completion of the Services or earlier termination											
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Employer's Liability Insurance	As required under Framework Schedule 14 (Annex 1 - Part C)	12 months											
Professional Indemnity Insurance	[REDACTED]	12 years											
8	<p><u>LIABILITY</u></p> <p>8.1 The Supplier's limitation of liability under Clause 23 of the Call Off Contract is: [REDACTED] in respect of each and every claim.</p> <p>8.2 The liability period in Clause 24 (Liability Period) and Clause 5 (Records, Audit Access and Open Book Data) of the Call Off Contract is: 6 years from completion of the services.</p>												

9	<p><u>COLLATERAL AND NOVATION AGREEMENTS</u></p> <p>9.1 The Key Sub-Consultants are:</p> <table border="1" data-bbox="357 286 1351 479"> <tr> <th>Discipline</th><th>Name (if known)</th></tr> <tr> <td>Masterplanning consultant</td><td>Farrells</td></tr> <tr> <td>Planning consultant</td><td>Quod</td></tr> <tr> <td>Communications consultant</td><td>Pillory Barn</td></tr> </table> <p>(The Key Sub-Consultants are those who are appointed by the Supplier to perform an important part of the Services and from whom the Contracting Authority, and possibly third parties, will require a collateral warranty. Note also that there is a list of 'Key Sub-Contractors' contained in Framework Schedule 7 that the Supplier is entitled to sub-contract part of the Services to (see Clause 14.5 of this Call Off Contract). Consider whether any of those Key Sub-Contractors should be listed here.)</p> <p>9.2 The Supplier shall procure each of the following documents in the form annexed to the Call Off Contract:</p> <table border="1" data-bbox="357 696 1351 1151"> <tr> <th>Document</th><th>Particulars</th></tr> <tr> <td>Collateral Warranty/ Warranties from the Supplier in favour of Cozumel Estates Limited</td><td>Required</td></tr> <tr> <td>Collateral Warranty/Warranties from Key Sub-Consultants in favour of The District Council of Folkestone and Hythe Cozumel Estates Limited</td><td>as Required by the Contracting Authority</td></tr> <tr> <td>Parent Company Guarantee</td><td>Not Required</td></tr> </table> <p>9.3 Clause 14.7 (Novation) applies.</p>	Discipline	Name (if known)	Masterplanning consultant	Farrells	Planning consultant	Quod	Communications consultant	Pillory Barn	Document	Particulars	Collateral Warranty/ Warranties from the Supplier in favour of Cozumel Estates Limited	Required	Collateral Warranty/Warranties from Key Sub-Consultants in favour of The District Council of Folkestone and Hythe Cozumel Estates Limited	as Required by the Contracting Authority	Parent Company Guarantee	Not Required
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10	<p><u>DISPUTE RESOLUTION</u></p> <p>10.1 The nominating body for the Adjudicator is: n/a</p> <p>10.2 The dispute resolution mechanism is: Litigation.</p> <p>If neither, or both are selected, then Litigation applies.</p> <p>10.3 If arbitration is selected, then:</p> <ul style="list-style-type: none"> • The arbitration procedure is the London Court of International Arbitration Rules; • The number of arbitrators shall be [one/three] • The place where arbitration is to be held is [London] • The language to be used in the arbitration proceedings shall be English • The governing law of the contract shall be the substantive law of England and Wales • If the parties cannot agree the identity of the arbitrator then the nominating body shall be: [Institution of Civil Engineers] OR [Chartered Institute of Arbitrators] 																
11	<p><u>KEY PERFORMANCE INDICATORS</u></p> <p>11.1 Clause 33 (Key Performance Indicators) does not apply</p>																
12	<p><u>BUILDING INFORMATION MODELLING ("BIM")</u></p> <p>12.1 Clause 34 (Building Information Modelling) does not apply</p>																

	<p>12.2 A BIM Protocol [applies and is appended as a Schedule to this Call Off Contract][does not apply]</p> <p>12.3 If a BIM Protocol does not apply:</p> <ul style="list-style-type: none"> • The BIM Information Manager is [the person identified as the BIM Information Manager OR having responsibility for managing and maintaining the Project's building information model, as identified] in [the BIM Information Requirements OR appended as a Schedule to this Call Off Contract].; • The BIM Information Requirements are set out in [the (insert document reference)] document appended as a Schedule to this Call Off Contract; • The BIM Model Production and Delivery Table is the building information model production and delivery table appended as a Schedule to this Call Off Contract; • [The Supplier shall act as the BIM Information Manager]
13	<p><u>SECURITY REQUIREMENTS</u></p> <p>13.1 Clause 26 (Security Requirements) does not apply</p> <p>13.2 If Clause 26 (Security Requirements) applies, the Security Policy is [appended as a Schedule to this agreement].</p>
14	<p><u>PROTECTION OF CONTRACTING AUTHORITY DATA</u></p> <p>14.1 Clause 28 (Protection of Contracting Authority Data) applies</p> <p>14.2 If Clause 28 (Protection of Contracting Authority Data) applies, the Business Continuity and Disaster Recovery Plan is appended as a Schedule to this Call Off Contract.</p>
15	<p><u>STAFF TRANSFER</u></p> <p>15.1 Clause 31 (Staff Transfer) does not apply</p>
16	<p><u>MOD ADDITIONAL CLAUSES AND ACCESS TO MOD SITES</u></p> <p>16.1 Clause 32 (MOD Additional Clauses and Access to MOD Sites) does not apply</p> <p>16.2 If Clause 32 applies, then the MOD Terms and Conditions are listed in the MOD DEFCONS and DEFFORMS Schedule appended to this Call Off Contract and they shall apply to this Call Off Contract.</p>
17	<p><u>QUALITY MANAGEMENT POINTS</u></p> <p>17.1 Clause 35 (Quality Management Points) does not apply</p>
18	<p><u>COLLABORATIVE PERFORMANCE FRAMEWORK</u></p> <p><u>1 OMIT DO NOT USE</u></p> <p>18.1 Clause 36 (Collaborative Performance Framework) [applies/ does not apply]</p> <p>18.2 If Clause 36 applies:</p> <ul style="list-style-type: none"> • The Collaborative Performance Framework is: [insert document reference and attach as a Schedule to this Call Off Contract] • The Failure Level is: [insert failure level]
19	<p><u>LAW OF THE CONTRACT ALTERNATIVE CLAUSES</u></p> <p>19.1 Clause 40.1 (Scots Law) does not apply</p> <p>19.2 Clause 40.2 (Northern Ireland Law) does not apply</p>

Contract Conditions

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply to the whole of this agreement.

“Additional Fee” the amount payable by the Contracting Authority to the Supplier for the Additional Services under this agreement;

“Additional Services” the services set out in Part 2 of Schedule 1 or otherwise agreed in writing by the Contracting Authority and Supplier;

“Auditor” means:

- (a) the Customer’s internal and external auditors;
- (b) the Customer’s statutory or regulatory auditors;
- (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
- (d) HM Treasury or the Cabinet Office;
- (e) any party formally appointed by the Customer to carry out audit or similar review functions; and
- (f) successors or assigns of any of the above;

“Basic Fee” the amount payable by the Contracting Authority to the Supplier for the Core Services under this agreement;

“Beneficiary” the Contracting Authority, any Contractor, any Purchaser, any Tenant, any Landowner and any Funder;

“BIM Documents” the BIM Model Production and Delivery Table and the BIM Information Requirements;

“BIM Information Manager” the person identified in the Contract Particulars as such;

“BIM Information Requirements” the document identified in the Contract Particulars as such;

“BIM Model Production and Delivery Table”	the document identified in the Contract Particulars as such;
“BIM Protocol”	the building information modelling protocol appended as a Schedule to this agreement (if any);
“Building Contract”	a building contract to be entered into between the Contracting Authority and the Contractor in relation to the Project;
“Business Continuity and Disaster Recovery plan”	means the document referred to as the ‘Business Continuity and Disaster Recovery Plan’ in the Contract Particulars;
“CDM Regulations”	the Construction (Design and Management) Regulations 2015;
“Call Off Commencement Date”	the date when the Supplier begins performing the Services, regardless of the date of this agreement;
“Call Off Contract”	the Order Form to which these Contract Conditions are appended, together with the Contract Particulars and these Contract Conditions;
“Call Off Contract Period”	the period beginning on the Call Off Commencement Date and expiring on completion of the Services;
“Change of Control”	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
“Collateral Warranty”	a collateral warranty in the relevant form as a Schedule to this agreement;
“Commercially Sensitive Information”	<p>means the Supplier’s Confidential Information listed in the Framework Agreement at Schedule 17 (Commercially Sensitive Information) comprised of commercially sensitive information:</p> <p>(a) relating to the Supplier, its intellectual property rights or its business or information which the Supplier has notified in writing to the Contracting Authority that, if disclosed by the Contracting Authority, would cause the Supplier</p>

significant commercial disadvantage or material financial loss; and

(b) that constitutes a trade secret;

“Confidential Information”

is any information, however it is conveyed, that relates to the business, personnel, affairs, developments, trade secrets, ideas, concepts, schemes, information, knowledge, techniques, methodology, and without limiting the above anything else in the nature of know-how, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked “confidential”) or which ought reasonably to be considered to be confidential.

“Construction Products Regulations”

the Construction Products Regulations 2013 (SI 2013/1387), the Construction Products Regulation (305/2011/EU), the Construction Products Regulations 1991 (SI 1991/1620) and the Construction Products Directive (89/109/EC);

“Contractor”

the building contractor employed under the Building Contract;

“Contract Conditions”

these Contract Conditions appended to the Order Form;

“Contract Particulars”

the Contract Particulars appended to the Order Form;

“Contracting Authority Data”

means:

(a) the data, Material, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any Contracting Authority’s Confidential Information, and which:

(i) are supplied to the Supplier by or on behalf of the Contracting Authority; or

(ii) the Supplier is required to generate, process, store or transmit pursuant to this agreement; or

	(b) any Personal Data for which the Contracting Authority is the Data Controller;
“Contracting Authority’s Representative”	the person identified in the Contract Particulars, who may be replaced from time to time under clause 7;
“Control”	means control in either senses defined in sections 450 and 1124 of the Corporation Tax Act 2010;
“Core Services”	the services set out in Part 1 of Schedule 1 and any services required from the Supplier by a Third Party Agreement;
“Data Controller”	has the meaning given to it in the Data Protection Act 1998 as amended from time to time;
“Data Protection Legislation”	means the Data Protection Act 1998, as amended from time to time and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
“DOTAS”	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue and Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992;
“Environmental Information Regulations or EIRs”	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;
“Fee”	the Basic Fee and the Additional Fee (if any);

“FOIA”	means the Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
“Fraud”	means any offence under legislation creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts including acts of forgery;
“Funder”	means a person providing finance in connection with the Project;
“General Anti-Abuse Rule”	<ul style="list-style-type: none"> (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
“Guarantor”	means the person identified as such in the Contract Particulars;
“Halifax Abuse Principle”	the principle explained in the CJEU Case C- 255/02 Halifax and others;
“Information”	has the meaning given under section 84 of the Freedom of Information Act 2000 as amended from time to time;
“Insolvent”	<p>a party is insolvent if:</p> <ul style="list-style-type: none"> (a) it suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or (b) it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent

amalgamation of that party with one or more other companies or the solvent reconstruction of that party; or

- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with its winding up (being a company) other than for the sole purpose of a scheme for its solvent amalgamation with one or more other companies or its solvent reconstruction; or
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed over it (being a company); or
- (e) the holder of a qualifying floating charge over its assets (being a company) has become entitled to appoint or has appointed, an administrative receiver; or
- (f) a person becomes entitled to appoint a receiver over its assets or a receiver is appointed over its assets; or
- (g) being an individual, it is the subject of a bankruptcy petition or order; or
- (h) a creditor or encumbrancer of it attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within ten Working Days; or
- (i) any event occurs, or proceeding is taken, in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraphs (a) to (h) above (inclusive); or
- (j) it suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

“Key Personnel”

the Supplier’s personnel, identified in the Contract Particulars as such and as may be removed or replaced from time to time under clause 7;

“Key Sub-Consultants”	means those sub-consultants identified as such in the Contract Particulars;
“Key Sub-Contractors”	means any sub-contractor which is listed in Framework Schedule 7 (Key Sub-Contractors);
“Landowner”	means any party who holds a freehold or leasehold interest in any land or property forming part of the Project;
“Law”	means any legislation or any judgement of a relevant court of law;
“Material”	all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, feasibility studies, planning submissions, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Project and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Project;
“Novation Agreement”	means the template deed of novation appended as a Schedule to this agreement;
“Occasion of Tax Non-Compliance”	<p>(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after April 2013 to be incorrect as a result of:</p> <p>(i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>(ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime;</p>

	(b) the Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Call Off Commencement Date or to a penalty for civil fraud or evasion.
"Parent Company Guarantee"	a parent company guarantee in the template form attached to this agreement from the Guarantor and executed as a deed;
"Permitted Uses"	without limitation the design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, facilities management, funding, disposal, letting, fitting-out, advertisement, decommissioning, demolition, reinstatement, extension, building information modelling and repair of any part of or the whole of the Project;
"Personal Data"	has the meaning given to it in the Data Protection Act 1998 as amended from time to time;
"Processing"	has the meaning given to it in the Data Protection Legislation but, for the purposes of this agreement, it shall include both manual and automatic processing and "Process" and "Processed" shall be interpreted accordingly;
"Professional Team"	the Supplier and any designers appointed by the Contracting Authority in relation to the Project and other organisations or individuals notified by the Contracting Authority to the Supplier;
"Programme"	the programme to be agreed by the Supplier and the Contracting Authority, setting out key dates and time periods for (a) completing key activities; (b) issuing Material and other documents; and (c) providing information relating to the Project, as may be adjusted from time to time by agreement between the Contracting Authority and the Supplier;
"Prohibited"	any materials, equipment, products or kits that are generally accepted, or suspected, in the construction industry at the relevant time as: (a) posing a threat to the health and safety of any person;

- (b) posing a threat to the structural stability, performance or physical integrity of the Project or any part or component of the Project;
- (c) reducing, or possibly reducing, the normal life expectancy of the Project or any part or component of the Project;
- (d) not being in accordance with any Law, British Standard, relevant code of practice, good building practice or any applicable agrément certificate issued by the British Board of Agrément; or
- (e) having been supplied or placed on the market in breach of the Construction Products Regulations;

“Prohibited Act” means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Contracting Authority or any other public body a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement;
- (c) committing any offence:
 - (i) under the Bribery Act 2010; or
 - (ii) under legislation creating offences concerning Fraud; or
 - (iii) at common law concerning Fraud; or

- (iv) committing (or attempting or conspiring to commit) Fraud
- (v) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

“Project”	means the project described in the Contract Particulars;
“Project Lead”	means the member of the Professional Team notified by the Contracting Authority to the Supplier as the lead consultant, if any, or such other replacement lead consultant that may be appointed by the Contracting Authority from time to time and notified to the Supplier;
“Property”	means property described in the Contract Particulars;
“Purchaser”	any party (other than any Tenant) who may enter into any agreement for the purchase of any freehold or leasehold interest in the property comprising the Project;
“Relevant Requirements”	means all applicable legislation relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
“Relevant Tax Authority”	means HM Revenue and Customs, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;
“Request for Information”	means a request for information or an apparent request relating to this agreement or the provision of the Services or an apparent request for such information under the FOIA or the EIRs;
“Required Standard”	the reasonable skill, care and diligence to be expected of a qualified and experienced member of the Supplier’s profession undertaking the Services in relation to projects of a similar size, scope, complexity and character to the Project;
“Security Policy”	means the Contracting Authority’s security policy, if any, identified in the Contract Particulars;

“Services”	the Core Services and the Additional Services (if any);
“Staff Transfer Schedule”	the Staff Transfer Schedule appended as a Schedule to this agreement;
“Supplier Personnel”	all directors, officers, employee, agents, consultants and contractors of the Supplier and/or of any sub-consultant engaged in the performance of the Supplier’s obligations under this agreement including the Supplier’s Representative;
“Supplier’s Representative”	the person identified in the Contract Particulars as the Supplier’s Representative who may be replaced from time to time under clause 7;
“Tenant”	any party who may enter into any lease or agreement for the grant of a leasehold interest in the whole or any part of the Project;
“Third Party Agreements”	any agreement between the Contracting Authority and a third party relating to the Project and which: <ul style="list-style-type: none"> (a) a copy, or relevant extract, is attached at Schedule 3; or (b) the Contracting Authority notifies the Supplier in writing after the date of this agreement enclosing a copy or relevant extracts.
“Transferring Customer Employees”	has the meaning given in the Staff Transfer Schedule;
“VAT”	value added tax imposed by the Value Added Tax Act 1994, or any similar tax in addition to or replacing it from time to time.
“Working Day”	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

- 1.2 Terms defined in the Order Form to which these Contract Conditions are annexed apply to this agreement. Capitalized terms not defined in this agreement have the meaning given to them in the Framework Agreement. Terms for which no interpretation is provided shall have the meaning ordinarily given to them by the legal profession where appropriate but otherwise shall be interpreted in accordance with their dictionary meaning.

- 1.3 Reference to 'this agreement' means this Call Off Contract.
- 1.4 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.5 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.6 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.7 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12 A reference to legislation is a reference to all legislation having effect in the United Kingdom from time to time, including:
- (a) directives, decisions and regulations of the Council or Commission of the European Union;
 - (b) acts of Parliament;
 - (c) orders, regulations, consents, licences, notices and bye-laws made or granted;
 - (i) under any act of Parliament; or
 - (ii) under any directive, decision or regulation of the Council or Commission of the European Union; or
 - (iii) By a local authority or by a court of competent jurisdiction; and

- (d) any mandatory codes of practice issued by a statutory body.
- 1.13 A reference to legislation is a reference to that legislation as amended, modified, consolidated, re-enacted or replaced from time to time and to all subordinate legislation made under it from time to time.
- 1.14 Any reference to a party's consent or approval being required is to a consent or approval in writing, which must be obtained before the relevant action is taken or event occurs.
- 1.15 A reference to writing or written excludes faxes but includes e-mail (save where specifically stated otherwise).
- 1.16 Where the words include(s), including or in particular are used in this agreement, they are deemed to have the words "without limitation" following them.
- 1.17 The documents forming this agreement shall be read and taken together. In the event and to the extent only of any conflict or inconsistency in this agreement, the following order of precedence shall prevail:
 - (a) the Order Form
 - (b) the Contract Particulars
 - (c) the Contract Conditions (excluding the Schedules)
 - (d) the Framework Agreement
 - (e) Schedule 1 (Services)
 - (f) Schedule 2 (Fees and Payment)
 - (g) where it is stated in the Contract Particulars that Clause 32 (MOD Additional Clauses and Access to MOD Sites) applies, the MOD DEFCONS and DEFFORMS Schedule
 - (h) other Schedules

2. AGREEMENT

- 2.1 The Contracting Authority appoints the Supplier to carry out the Services, subject to and upon the terms of this agreement and the Framework Agreement. This agreement takes effect from the Call Off Commencement Date.

3. SUPPLIER'S OBLIGATIONS

- 3.1 The Supplier warrants and undertakes that it shall comply with the terms of this agreement and the terms of the Framework Agreement.
- 3.2 The Supplier warrants and undertakes that it shall, in the performance of the Services:
- (a) carry out and fulfil, in all respects, its duties under the CDM Regulations in relation to the Project;
 - (b) where the Services include the carrying out of any design of the Project not, without the Contracting Authority's written consent, make any change to the designs or specifications for the Project after they have been settled or approved;
 - (c) where the Services include the administration of the Building Contract, act fairly and impartially when exercising any power to issue certificates and award extensions of time under the relevant Building Contract;
 - (d) comply with any Contracting Authority policies notified to the Supplier prior to the Call Off Commencement Date in force from time to time save that where an Contracting Authority policy comes into force after the date of this agreement, the Supplier is not required to act, in relation to such Contracting Authority policy, in any way that may increase its liability in excess of that which was reasonably foreseeable at the Call Off Commencement Date.
- 3.3 The Supplier warrants and undertakes that it shall exercise the Required Standard:
- (a) when performing the Services;
 - (b) to the extent that the Services include the carrying out of any design of the Project, not to specify for use anything in the Project which is Prohibited at the time of specification or use;
 - (c) to comply with (and to see that the completed Project complies with) Law;
 - (d) to perform the Services and prepare all Material for those elements of the Project for which the Supplier is responsible according to the Programme or, in the absence of a Programme, in sufficient time to facilitate the efficient progress of the Project; and
 - (e) to see that the Project complies with all planning agreements, permissions and conditions and any other applicable consents;

- (f) not to cause or contribute to any breach by the Contracting Authority of any Third Party Agreement provided that, where the Contracting Authority notifies the Supplier of a Third Party Agreement after the date of this agreement, the Supplier is not required to act in any way that may increase its liability in excess of that which was reasonably foreseeable at the Call Off Commencement Date; and
- (g) where it is stated in the Contract Particulars that Clause 34 (Building Information Modelling) applies, to comply with the BIM Documents.

3.4 The Supplier's duties or liabilities under this agreement shall not be negated or diminished by:

- (a) any approval or inspection of:
 - (i) the Project; or
 - (ii) any designs or specifications for the Project; or
 - (b) any testing of any work, goods, materials, plant or equipment; or
 - (c) any omission to approve, inspect or test,
- by or on behalf of the Contracting Authority.

4. CO-OPERATION AND CO-ORDINATION

The Supplier shall:

- a) liaise with and cooperate with other members of the Professional Team;
- b) comply with the reasonable instructions of the Project Lead; and
- c) notify the Contracting Authority if its performance of the Services is delayed, or is likely to be delayed, setting out the cause of the delay and its likely duration.

5. RECORDS, AUDIT ACCESS AND OPEN BOOK DATA

5.1 The Supplier shall keep and maintain for the liability period stated in the Contract Particulars full and accurate records and accounts of the operation of this agreement including the Services provided under it, any sub-contracts and the amounts paid by the Contracting Authority.

5.2 The Supplier shall:

- (a) keep the records and accounts referred to in Clause 5.1 in accordance with Required Standard and Law; and
- (b) afford any Auditor access to the records and accounts referred to in Clause 5.1 at the Supplier's premises and/or provide records and accounts (including copies of the Supplier's published accounts) or copies of the same, as may be required by any of the Auditors from time to time during the Call Off Contract Period and the liability period stated in the Contract Particulars in order that the Auditor(s) may carry out an inspection to assess compliance by the Supplier and/or its sub contracts of any of the Supplier's obligations under this agreement including in order to:
 - (i) verify the accuracy of the Fee and any other amounts payable by the Contracting Authority under this agreement (and proposed or actual variations to them in accordance with this agreement);
 - (ii) verify the costs of the Supplier (including the costs of all sub-contractors and any third party suppliers) in connection with the provision of the Services;
 - (iii) identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Contracting Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
 - (iv) obtain such information as is necessary to fulfil the Contracting Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
 - (v) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Contracting Authority has used its resources;
- (c) Subject to the Supplier's rights in respect of Confidential Information, the Supplier shall on demand provide the Auditor(s) with all reasonable co-operation and assistance in:
 - (i) all reasonable information requested by the Contracting Authority within the scope of the audit;

- (ii) reasonable access to sites controlled by the Supplier and to any Supplier equipment used in the provision of the Services; and
 - (iii) access to the Supplier Personnel.
- (d) The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 5, unless the audit reveals a default by the Supplier in which case the Supplier shall reimburse the Contracting Authority for the Contracting Authority's reasonable costs incurred in relation to the audit.
- (e) This Clause does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the National Audit Act 1983 for the examination, certification or inspection of the accounts of the Supplier and the carrying out of an examination under Section 6(3)(d) of the National Audit Act 1983 in relation to the Supplier is not a function exercisable under this agreement.

6. SUPPLIER'S AUTHORITY

Unless the Contracting Authority has provided its prior written approval the Supplier has no authority to:

- (a) make (or instruct the Contractor or any member of the Professional Team to make) any material alteration to the Project or its Services;
- (b) vary, terminate or waive compliance with the terms of:
 - (i) any Building Contract;
 - (ii) the appointment of any member of the Professional Team; or
 - (iii) any Third Party Agreement;
- (c) enter into any contract, commitment or undertaking on behalf of the Contracting Authority; or
- (d) without prejudice to clause 3.2(c), issue any instruction or notice under any Building Contract, the appointment of any member of the Professional Team or any Third Party Agreement that:
 - (i) delays any of the Project; or
 - (ii) increases the cost of any of the Project.

7. REPRESENTATIVES AND PERSONNEL

- 7.1 The Contracting Authority's Representative has full authority to act on the Contracting Authority's behalf in connection with this agreement, provided that the Contracting Authority's Representative shall have no authority to:
- (a) terminate the Supplier's engagement under this agreement; or
 - (b) agree or instruct any Additional Services that increase the Fee by more than the sums stated in the Contract Particulars.
- 7.2 The Supplier shall ensure that the Supplier's Representative and the Key Personnel:
- (a) devote sufficient time and attention fulfilling their respective roles;
 - (b) are not removed without the Contracting Authority's prior written consent (such consent not to be unreasonably withheld or delayed), except in the event of (i) death; (ii) permanent incapacity; (iii) an illness making the relevant individual unavailable for work; or (iv) the relevant individual leaving the Supplier's employment.
- 7.3 The Contracting Authority may at any time instruct the Supplier to remove any person engaged in performing the Services if, in the Contracting Authority's reasonable opinion and after discussion with the Supplier's Representative, that person's performance or conduct is or continues to be unsatisfactory. The Supplier shall remove any such person promptly.
- 7.4 Any personnel appointed by the Supplier to replace staff removed under clause 7.2(b) or clause 7.3 shall be subject to the written approval of the Contracting Authority (such approval not to be unreasonably withheld or delayed).

8. REMUNERATION

- 8.1 The Contracting Authority shall pay:
- (a) the Basic Fee as full remuneration for the Core Services; and
 - (b) the Additional Fee as full remuneration for any Additional Services.
- 8.2 The Fee shall be the Supplier's entire remuneration under this agreement.
- 8.3 Unless specifically excluded in Schedule 2 (Fees and Payment) any and all expenses and disbursements that the Supplier incurs in connection with the provision of the Services are deemed to be included in the Fee. Any expenses or disbursements

payable by the Contracting Authority to the Supplier shall be included within the next invoice after they are incurred and paid by the Contracting Authority in accordance with clause 9.1.

- 8.4 The Contracting Authority shall pay the Supplier any VAT properly chargeable on the Services. Any amount expressed as payable to the Supplier under this agreement is exclusive of VAT unless stated otherwise.

9. PAYMENT

- 9.1 Subject to clause 33, the Basic Fee shall be calculated and paid in instalments in accordance with Schedule 2 (Fees and payment). If not set out in Schedule 2 (Fees and payment), the Fee shall be paid at intervals of not less than one month, beginning one month after the Supplier begins performing the Services.
- 9.2 The Supplier shall submit to the Contracting Authority an invoice for each instalment of Fee, together with timesheets and any supporting documents that are reasonably necessary to check the invoice. The invoice and supporting documents (if any) shall specify the sum that the Supplier considers will become due on the payment due date in respect of the instalment of the Fee, and the basis on which that sum is calculated.
- 9.3 Payment shall be due on the date stated in the Contract Particulars.
- 9.4 No later than five days after payment becomes due, the Contracting Authority shall notify the Supplier of the sum that the Contracting Authority considers to have been due at the payment due date in respect of the payment and the basis on which that sum is calculated (the Payment Notice). Where clause 33 applies, the Contracting Authority shall adjust the sum due in accordance with the Key Performance Indicator Schedule.
- 9.5 The final date for payment shall be the date stated in the Contract Particulars.
- 9.6 Subject to clause 9.10 and unless the Contracting Authority has served a notice under clause 9.7, the Contracting Authority shall pay the Supplier the sum referred to in the Payment Notice under clause 9.4 (or, if the Contracting Authority has not served a Payment Notice under clause 9.4, the sum referred to in the invoice referred to in clause 9.2) (in this clause 9, the notified sum) on or before the final date for payment of each invoice.
- 9.7 Not less than five days before the final date for payment (in this clause 9, the prescribed period), the party who is to make payment, the “payer”, may give to the other party notice that it intends to pay less than the notified sum (in this clause 9, a pay less notice). Any pay less notice shall specify:

- (a) the sum that the payer considers to be due on the date the notice is served;
and
 - (b) the basis on which that sum is calculated.
- 9.8 If the payer fails to pay an amount due to the other party by the final date for payment and fails to give a pay less notice under clause 9.7, simple interest shall be added to the unpaid amount from the final date for payment until the actual date of payment. This shall be calculated on a daily basis at the interest rate stated in the Contract Particulars. The parties acknowledge that the payer's liability under this clause 9.8 is a substantial remedy for the purposes of section 9(1) of the Late Payment of Commercial Debts (Interest) Act 1998.
- 9.9 In the event that the sum specified in the Contracting Authority's payment notice at clause 9.4 is a negative figure showing a balance due to the Contracting Authority to be paid by the Supplier, the Supplier shall, subject to any pay less notice given under clause 9.7, pay the sum specified in the Contracting Authority's payment notice to the Contracting Authority by the final date for payment. Where a pay less notice is given by the Supplier to the Contracting Authority, the payment to be made on or before the final date for payment shall not be less than the amount stated as due in the pay less notice.
- 9.10 Notwithstanding clause 9.6 and clause 9.7 and without prejudice to clause 13, if the Supplier becomes Insolvent after the prescribed period, the Contracting Authority shall not be required to pay the Supplier the notified sum on or before the final date for payment.

Payment of sub-consultants

- 9.11 The Supplier shall ensure that all sub-contracts contain a provision:
 - (a) requiring the Supplier to pay any undisputed sums which are due from it to the sub-consultant within a specified period not exceeding thirty (30) days from the receipt of a valid invoice;
 - (b) requiring that any invoices submitted by a sub-consultant shall be considered and verified by the Supplier in a timely fashion and that undue delay in doing so shall not be sufficient justification for failing to regard an invoice as valid and undisputed;
 - (c) requiring the sub-contractor to include in any sub-contract which it in turn awards suitable provisions to impose, as between the parties to that sub-

contract, requirements to the same effect as those required by sub-clauses (a) and (b) directly above; and

- (d) conferring a right to the Contracting Authority to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period.

9.12 The Supplier shall pay any undisputed sums which are due from it to a sub-consultant within thirty (30) days from receipt of a valid invoice.

9.13 Any invoices submitted by a sub-contractor to the Supplier shall be considered and verified by the Supplier in a timely fashion. Undue delay in doing so shall not be sufficient justification for the Supplier failing to regard an invoice as valid and undisputed.

9.14 Notwithstanding any provision of Clauses 17 (Confidentiality) and 27 (Publicity and Branding) if the Supplier notifies the Contracting Authority that the Supplier has failed to pay an undisputed sub-contractor's invoice within thirty (30) days of receipt, or the Contracting Authority otherwise discovers the same, the Contracting Authority shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

Recovery of sums due from Supplier

9.15 Where the Contracting Authority is a Crown Body and any sum of money is recoverable from or payable by the Supplier under this agreement, such sum may be deducted from or reduced by the amount of any sum or sums then due or which at any time after may become due to the Supplier under this agreement or any other contract with any Department or Office of Her Majesty's Government.

9.16 Where the Contracting Authority is not a Crown Body and any sum of money is recoverable from or payable by the Supplier under this agreement or any other contract between the Supplier and the Contracting Authority, such sum may be deducted from or reduced by the amount of any sum or sums then due or which at any time after may become due to the Supplier under this agreement or any other contract with the Contracting Authority.

10. ADJUSTMENT OF THE FEE AND ADDITIONAL SERVICES

Adjustment of the Fee

10.1 Subject to Clause 10.2, the Fee shall be adjusted if the performance of the Services is materially delayed or disrupted due to:

- (a) a change in the scope, size, complexity or duration of the Project; or
- (b) any other cause outside the Supplier's reasonable control and which it could not reasonably have foreseen at the date of this agreement,

provided that the Supplier shall not be entitled to any adjustment of the Fee where delay or disruption arises from the Supplier's default or negligence, or the default or negligence of the Supplier's sub-contractors or suppliers (if any).

10.2 The Supplier shall notify the Contracting Authority of its intention to claim an adjustment to the Fee as soon as reasonably practicable and in any event within 8 weeks after it becomes aware of any material delay or disruption to the Services. The Supplier's notice shall include a written estimate of:

- (a) the proposed adjustment to the Fee; and
- (b) the likely effect of the delay or disruption on the Services and the Programme.

10.3 The notice by the Supplier of its intention to claim under Clause 10.2 is a condition precedent to the Supplier's entitlement to claim an adjustment to the Fee. Provided the Supplier has given notice in accordance with Clause 10.2 the Fee shall be adjusted by a reasonable amount by reference to the time charges set out in Part 2 of Schedule 2 (unless the parties agree an alternative amount).

Additional Services

10.4 The Supplier shall notify the Contracting Authority as soon as reasonably practicable if it becomes apparent that Additional Services are likely to be required, identifying the required services and a written estimate of cost of the Additional Service and its effect on the Programme. The Supplier shall provide such further and better particulars of the written estimate of cost as may be requested by the Contracting Authority.

10.5 The Supplier shall perform an Additional Service on receipt of a written instruction to do so by the Contracting Authority but the Contracting Authority shall not be obliged to accept, nor shall the Contracting Authority be bound by, any written estimate provided by the Supplier.

10.6 Unless the parties agree otherwise, the Additional Fee shall be a reasonable amount calculated by reference to the time charges set out in Part 2 of Schedule 2 (Fees and payment), provided that no Additional Fee shall be payable if the requirement for an

Additional Service arises from the Supplier's default or negligence, or the default or negligence of the Supplier's sub-consultants or suppliers (if any).

- 10.7 Any Additional Fee payable by the Contracting Authority shall be included in the next invoice following performance of the Additional Service to which it relates.

11. SUSPENSION

- 11.1 The Contracting Authority may, at any time, suspend performance of all or part of the Services by giving written notice to the Supplier. The Supplier shall resume performance of the Services as soon as reasonably practicable after receiving a written notice to do so from the Contracting Authority.

- 11.2 If:

- (a) subject to Clause 9.7, the Contracting Authority fails to pay in full the notified sum to the Supplier under this agreement by the final date for payment under clause 9; and
- (b) the Contracting Authority has not given a pay less notice complying with Clause 9,

the Supplier may suspend the performance of any or all of its Services and other obligations under this agreement by giving not less than seven days' notice to the Contracting Authority of its intention to do so and stating the ground or grounds on which it intends to suspend performance.

- 11.3 In the event of a suspension by the Supplier in accordance with this agreement, the Contracting Authority shall pay the Supplier a reasonable amount in respect of costs and expenses reasonably incurred by the Supplier as a result of any exercise of its right referred to in clause 11.2 and such payment shall be the Supplier's sole compensation for suspension of its Services and obligations under this agreement.

12. TERMINATION

- 12.1 The Contracting Authority may terminate the Supplier's engagement under this agreement at any time by giving ten (10) Working Days notice in writing to the Supplier.
- 12.2 Either party may immediately terminate the Supplier's engagement under this agreement by giving written notice to the other party if:

- (a) the other party is in material breach of its obligations under this agreement and fails to remedy that breach within ten (10) Working Days of receiving written notice requiring it to do so; or
- (b) the other party becomes Insolvent.

12.3 If the Supplier becomes Insolvent this is deemed to be a breach of this agreement.

Change of Control

12.4 The Supplier shall notify the Contracting Authority immediately in writing and as soon as the Supplier is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control and provided such notification does not contravene any Law.

12.5 The Supplier shall ensure that any notification made pursuant to Clause 12.4 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.

12.6 The Customer may terminate this agreement by issuing notice to the Supplier within six (6) months of:

- (a) being notified in writing that a Change of Control is anticipated or in contemplation or has occurred; or
- (b) where no notification has been made, the date that the Contracting Authority becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,

but shall not be permitted to terminate where the prior written consent of the Contracting Authority has been given in respect of the Change of Control.

13. CONSEQUENCES OF TERMINATION

13.1 On termination in accordance with clause 12 the Contracting Authority shall pay the Supplier:

- (a) any amount properly due for payment under this agreement at the date of termination; and
- (b) a fair and reasonable proportion of the next instalment of the Fee together with any expenses and disbursements commensurate with the Services properly performed at the date of termination provided that:

- (i) the Supplier shall have first submitted to the Contracting Authority an application for payment in the form of an invoice for the amount considered by the Supplier to be payable pursuant to this clause; and
 - (ii) the provisions of clause 9 shall apply to such invoice as if it were an application for payment of a part of the Fee as provided for therein.
- 13.2 If the Supplier's engagement under this agreement is terminated by the Contracting Authority in accordance with Clause 12.2(a) (material breach) or Clause 12.2(b) (Supplier is Insolvent) the Supplier shall pay the Contracting Authority the reasonable cost of procuring a replacement professional consultant to carry out any unperformed Services, to the extent that such cost exceeds the Fee (or, where the Fee is yet to be determined, the Contracting Authority's reasonable estimate of the Fee). Any such cost shall be deducted from the amount payable to the Supplier under clause 13.1 and if any shortfall remains following such deduction the Contracting Authority may claim it as a debt due from the Supplier.
- 13.3 Payment under clause 13.1 shall be the Supplier's sole entitlement to compensation for termination of its engagement under this agreement.
- 13.4 Except where expressly stated herein, the Contracting Authority shall not be liable to the Supplier for:
 - (a) any costs, expenses, disbursements or losses;
 - (b) any loss of profits, loss of fees, loss of chance or other similar losses; or
 - (c) any indirect losses or consequential losses,arising out of termination or suspension of the Supplier's engagement under this agreement.
- 13.5 Termination of the Supplier's engagement under this agreement shall not affect the accrued rights of either party under this agreement and the provisions of this agreement shall continue to bind the parties for as long as necessary to give effect to their respective rights and obligations.

14. ASSIGNMENT, SUB-CONTRACTING AND NOVATION

Assignment

- 14.1 The Contracting Authority may assign the benefit of this agreement to any person with an interest in the Project.

- 14.2 The Contracting Authority shall notify the Supplier of any assignment. If the Contracting Authority fails to do this, the assignment shall still be valid.
- 14.3 The Supplier shall not contend that any person to whom the benefit of this agreement is assigned under clause 14.1 may not recover any sum under this agreement because that person is an assignee and not a named party to this agreement.
- 14.4 The Supplier may not assign or transfer its obligations under this agreement to any other person.

Sub-Contracting

- 14.5 The Supplier may sub-contract the performance of the Services without the Contracting Authority's prior written consent to Key Sub-Consultants and any Key Sub-Contractors.
- 14.6 Save for clause 14.5 the Supplier shall not sub-contract the performance of any of the Services without the Contracting Authority's prior written consent.

Novation

- 14.7 This Clause 14.7 shall only apply if it is stated in the Contract Particulars that Clause 14.6 applies. If this Clause 14.7 applies then, notwithstanding any provision of this agreement restricting the Contracting Authority's right to assign or transfer the benefit or burden of this agreement, within five (5) Working Days of receiving a written request from the Contracting Authority, the Supplier shall:
- (a) enter into a deed of novation with the Contracting Authority and the Contractor in the form of the Novation Agreement; and
 - (b) enter into a Collateral Warranty in favour of the person who is the Contracting Authority immediately before novation takes place.

15. COLLATERAL AGREEMENTS

Collateral Warranties

- 15.1 Where stated in the Contract Particulars that the Supplier shall procure a Collateral Warranty from the Supplier in favour of a beneficiary, then within ten (10) Working Days of receiving a written request from the Contracting Authority to do so, the Supplier shall enter into a Collateral Warranty as a deed in favour of any beneficiary identified in the relevant part of the Contract Particulars.

- 15.2 Where stated in the Contract Particulars that the Supplier shall procure a Collateral Warranty from Key Sub-Consultants in favour of a beneficiary, then within ten (10) Working Days of receiving a written request from the Contracting Authority to do so, the Supplier shall procure a Collateral Warranty executed as a deed from the relevant Key Sub-Consultant in favour of each of the Contracting Authority any Beneficiary identified in the relevant part of the Contract Particulars.
- 15.3 The Supplier shall provide to the Contracting Authority a certified copy of each Key Sub-Consultant's appointment within 7 days of its execution (the Supplier may redact commercially sensitive pricing information).
- 15.4 If the Supplier fails to enter into or to provide the relevant Collateral Warranty as required by this Clause 15 (Collateral Warranties) then, notwithstanding any other term of this agreement, and in addition to any other right or remedy of the Contracting Authority, the Basic Fee and, if any, the Additional Fee, shall be reduced by 25% for each outstanding Collateral Warranty, until such time as the relevant Collateral Warranty has been provided.

Parent Company Guarantee

- 15.5 Where stated in the Contract Particulars that the Supplier shall procure a parent company guarantee, the Supplier shall no later than the date of the Call Off Commencement Date procure the execution and delivery of a parent company guarantee in favour of the Contracting Authority in the form of the Parent Company Guarantee. The parent company guarantee shall be given by the Guarantor.
- 15.6 If the Supplier does not procure execution and delivery of the parent company guarantee in accordance with Clause 15.5 then, notwithstanding any other term of this agreement, the Contracting Authority shall not be liable to make any further payment to the Supplier under this agreement until the Supplier has procured such execution and delivery.

16. COPYRIGHT

- 16.1 The Supplier grants to the Contracting Authority, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by, or on behalf of, the Supplier for any purpose relating to any of the Project, including any of the Permitted Uses.
- 16.2 The licence in Clause 16.1 carries the right to grant sub-licences and is transferable to third parties without the consent of the Supplier.

- 16.3 Subject to Clause 34.3, the Supplier shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.
- 16.4 The licence in clause 16.1 allows the Contracting Authority to use the Material in connection with any extension of the Project, but not to reproduce the designs contained in the Material in any such extension.
- 16.5 The Supplier warrants to the Contracting Authority that the use of the Material for any Permitted Uses will not infringe any copyright, moral right, related right, patent, design right, database right, trademark, service mark, trade name or other intellectual property right such as know-how, trade secrets or inventions (whether patentable or not) of any third party, and the Supplier shall indemnify the Contracting Authority on demand and as a debt from and against any and all losses, expenses, liabilities, claims, costs or proceedings whatsoever arising the Supplier's breach of this warranty.
- 16.6 The Contracting Authority may, at any time (whether before or after completion of the Services, or after termination of the Supplier's engagement under this agreement), request a copy or copies of (some or all of) the Material from the Supplier. On the Contracting Authority's payment of the Supplier's reasonable charges for providing the copy (or copies), the Supplier shall provide the copy (or copies) to the Contracting Authority.

17. CONFIDENTIALITY

- 17.1 For the purposes of this Clause 17, the term "Disclosing Party" shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and "Recipient" shall mean the Party which receives or obtains directly or indirectly Confidential Information.
- 17.2 Except to the extent set out in Clause 17 or where disclosure is expressly permitted elsewhere in this agreement, the Recipient shall:
- (a) treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (the nature of the secure custody shall depend upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials); and
 - (b) not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this agreement or without obtaining the owner's prior written consent;

- (c) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this agreement; and
- (d) immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.

17.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:

- (a) the Recipient is required to disclose the Confidential Information by Law, provided that Clause 29 (Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs;
- (b) the need for such disclosure arises out of or in connection with:
 - (i) any legal challenge or potential legal challenge against the Contracting Authority arising out of or in connection with this agreement;
 - (ii) the examination and certification of the Contracting Authority's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Contracting Authority is making use of any Services provided under this agreement; or
 - (iii) the conduct of a Central Government Body review in respect of this agreement; or
- (c) the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.

17.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.

17.5 Subject to Clause 17.2, the Supplier may only disclose the Confidential Information of the Contracting Authority on a confidential basis to:

- (a) Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance of the Supplier's obligations under this agreement; and
- (b) its professional advisers for the purposes of obtaining advice in relation to this agreement.

17.6 Where the Supplier discloses Confidential Information of the Contracting Authority pursuant to Clause 17.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this agreement by the persons to whom disclosure has been made.

17.7 The Contracting Authority may disclose the Confidential Information of the Supplier:

- (a) to any Central Government Body on the basis that the information may only be further disclosed to Central Government Bodies;
- (b) to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;
- (c) to the extent that the Contracting Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 17.7(a) (including any benchmarking organisation) for any purpose relating to or connected with this agreement;
- (e) on a confidential basis for the purpose of the exercise of its rights under this agreement; or
- (f) to a proposed transferee, assignee or novatee of, or successor in title to the Contracting Authority,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Contracting Authority under Clause 17.3.

17.8 Nothing in Clause 17 shall prevent a Recipient from using any techniques, ideas or Material gained during the performance of this agreement in the course of its normal

business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of intellectual property rights.

- 17.9 In the event that the Supplier fails to comply with Clauses 17.2 to 17.5, the Contracting Authority shall be entitled to terminate this agreement for material breach.

18. INSURANCE

Professional Indemnity Insurance

- 18.1 The Supplier shall take out and maintain professional indemnity insurance covering its potential liability under this agreement in an amount and under such terms as stated in the Contract Particulars, provided that such insurance is available at commercially reasonable rates and terms. The Supplier shall maintain that professional indemnity insurance:

- (a) with reputable insurers lawfully carrying on insurance business in the United Kingdom and the European Union;
- (b) on customary and usual terms and conditions prevailing for the time being in the insurance market.

- 18.2 Any increased or additional premium required by insurers because of the Supplier's claims record or other acts, omissions, matters or things particular to the Supplier shall be deemed to be within commercially reasonable rates and terms.

- 18.3 The Supplier shall immediately inform the Contracting Authority if the Supplier's required professional indemnity insurance ceases to be available at commercially reasonable rates and terms, so that the Supplier and the Contracting Authority can discuss how best to protect the respective positions of the Contracting Authority and the Supplier regarding the Project without that insurance.

Public Liability Insurance and Employer's Liability Insurance

- 18.4 The Supplier shall effect and maintain third party public liability insurance and employer's liability insurance in accordance with Framework Schedule 14 (Insurance Requirements).

Evidence of Insurance

- 18.5 Whenever the Contracting Authority reasonably requests, the Supplier shall send the Contracting Authority evidence that the Supplier's insurance required by this Clause 18 is in force, including, if required by the Contracting Authority, an original letter

from the Supplier's insurers or brokers confirming the Supplier's then current insurance and that the premiums for that insurance have been paid in full at the date of that letter.

19. DISPUTES

- 19.1 Subject to either party's right to adjudicate at any time, the parties shall use their reasonable endeavours to resolve any dispute or difference between them through negotiation or mediation.
- 19.2 Notwithstanding any other provision of this agreement either party may refer a dispute arising under this agreement to adjudication at any time under Part I of the Scheme for Construction Contracts (England and Wales) Regulations.
- 19.3 Where the Contract Particulars state that the dispute resolution mechanism is Arbitration, then any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this clause. The particulars of any such arbitration are set out in the Contract Particulars.

20. NOTICES

- 20.1 Subject to clause 20.4, any notice required to be given under this agreement shall be in writing and shall be delivered personally, or sent by e-mail or pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice, as set out in the Contract Particulars or as otherwise specified by the relevant party by notice in writing to each other party.
- 20.2 Any notice shall be deemed to have been duly received:
- (a) if delivered by e-mail, when delivered to the recipients e-mail server and evidenced by a delivery receipt; or
 - (b) if delivered personally, when left at the address and for the contact referred to in this clause; or
 - (c) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Working Day after posting; or
 - (d) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

20.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action or where applicable, any arbitration or adjudication or other method of dispute resolution.

20.4 Notices under clauses 11 (Suspension), 12 (Termination) and 14.2 (Assignment) shall not be given by e-mail and e-mail shall not be an effective means of service for such notices.

21. THIRD PARTY RIGHTS

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

22. ENTIRE AGREEMENT

This agreement constitutes the whole agreement between the parties and supersedes and extinguishes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement. Nothing in this clause shall limit or exclude any liability for fraud.

23. LIMITATION OF LIABILITY

Without affecting any other limitation in this agreement, the Supplier's liability under or in connection with this agreement shall be limited to the amount set out in the Contract Particulars. This limit shall apply however that liability arises including a liability arising by tort (including the tort of negligence) or arising for breach of statutory duty. Provided that this clause 23 shall not exclude or limit the Supplier's liability for:

- (a) death or personal injury caused by the Supplier's negligence; or
- (b) fraud or fraudulent misrepresentation.

24. LIABILITY PERIOD

The Parties agree that, notwithstanding any terms and effect of the Limitation Act 1980 to the contrary, any action or proceedings under or in connection with this agreement may be commenced against the Supplier up until the expiry of the date stated in the Contract Particulars and the Supplier agrees that, for the purposes of the Limitation Act 1980 it shall not seek to rely on any failure to commence any such action or proceedings within any shorter

period (whether prescribed by the Limitation Act 1980 or otherwise) as a defence to any such action or proceedings.

25. 25. PREVENTION OF FRAUD AND BRIBERY

25.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Call Off Commencement Date:

- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

25.2 The Supplier shall not during the Call Off Contract Period:

- (a) commit a Prohibited Act; and/or
- (b) do or suffer anything to be done which would cause the Contracting Authority or any of the Contracting Authority's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

25.3 The Supplier shall during the Call Off Contract Period:

- (a) establish, maintain and enforce, and require that its sub-consultants establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
- (b) keep appropriate records of its compliance with its obligations under Clause 25.3(a) and make such records available to the Contracting Authority on request;
- (c) if so required by the Contracting Authority, within twenty (20) Working Days of the Call Off Commencement Date, and annually thereafter, certify to the Contracting Authority in writing that the Supplier and all persons associated with it or its sub-consultants or other persons who are supplying the Services in connection with this agreement are compliant with the Relevant

Requirements. The Supplier shall provide such supporting evidence of compliance as the Contracting Authority may reasonably request; and

- (d) have, maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to the Contracting Authority on request) to prevent it and any Supplier Personnel or any person acting on the Supplier's behalf from committing a Prohibited Act.

25.4 The Supplier shall immediately notify the Contracting Authority in writing if it becomes aware of any breach of Clause 25.1, or has reason to believe that it has or any of the Supplier Personnel have:

- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
- (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Call Off Contract or otherwise suspects that any person or Party directly or indirectly connected with this agreement has committed or attempted to commit a Prohibited Act.

25.5 If the Supplier makes a notification to the Contracting Authority pursuant to Clause 25.4, the Supplier shall respond promptly to the Contracting Authority's enquiries, co-operate with any investigation, and allow the Contracting Authority to audit any books, records and/or any other relevant documentation in accordance with Clause 5 (Records, Audit Access and Open Book Data).

25.6 If the Supplier breaches Clause 25.3, the Contracting Authority may by notice:

- (a) require the Supplier to remove from performance of this agreement any Supplier Personnel whose acts or omissions have caused the Supplier's breach; or
- (b) immediately terminate this agreement for material breach.

25.7 Any notice served by the Contracting Authority under Clause 25.4 shall specify the nature of the Prohibited Act, the identity of the Party who the Contracting Authority believes has committed the Prohibited Act and the action that the Contracting

Authority has elected to take (including, where relevant, the date on which this agreement shall terminate).

26. SECURITY REQUIREMENTS - NOT USED

~~26.1 This Clause 26 shall only apply if it is stated in the Contract Particulars that Clause 26 applies. If this clause applies, then:~~

~~(a) the Supplier shall comply with and procure that the Supplier Personnel comply with the Security Policy and the requirements of the Security Management Plan (if any);~~

~~(b) the Supplier shall ensure that the Security Management Plan (if any) produced by the Supplier fully complies with the Security Policy.~~

~~26.2 The Contracting Authority shall notify the Supplier of any changes or proposed changes to the Security Policy.~~

27. PUBLICITY AND BRANDING

27.1 The Supplier shall not:

- (a) make any press announcements or publicise this agreement in any way; or
- (b) use the Contracting Authority's name or brand in any promotion or marketing or announcement,

without the Contracting Authority's prior written consent.

27.2 Each Party acknowledges to the other that nothing in this agreement either expressly or by implication constitutes an endorsement of any products or services of the other Party and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

28. PROTECTION OF CONTRACTING AUTHORITY DATA

28.1 This Clause 28 shall only apply if it is stated in the Contract Particulars that Clause 28 applies.

28.2 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Contracting Authority Data.

28.3 The Supplier shall not store, copy, disclose, or use the Contracting Authority Data except as necessary for the performance by the Supplier of its obligations under this agreement or as otherwise approved in writing by the Contracting Authority.

- 28.4 To the extent that the Contracting Authority Data is held and/or Processed by the Supplier, the Supplier shall supply that Contracting Authority Data to the Contracting Authority as requested by the Contracting Authority and in the format (if any) specified by the Contracting Authority from time to time in writing.
- 28.5 The Supplier shall take responsibility for preserving the integrity of Contracting Authority Data and preventing the corruption or loss of Contracting Authority Data.
- 28.6 The Supplier shall perform secure back-ups of all Contracting Authority Data and shall ensure that up-to-date back-ups are stored off-site at an approved location in accordance with any Business Continuity and Disaster Recovery Plan. The Supplier shall ensure that such back-ups are available to the Contracting Authority (or to such other person as the Contracting Authority may direct) at all times upon request and are delivered to the Contracting Authority at no less than six (6) Monthly intervals (or such other intervals as may be agreed in writing between the Parties).
- 28.7 The Supplier shall ensure that any system on which the Supplier holds any Contracting Authority Data, including back-up data, is a secure system that complies with the Security Policy and the Security Management Plan (if any).
- 28.8 If at any time the Supplier suspects or has reason to believe that the Contracting Authority Data is corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Contracting Authority immediately and inform the Contracting Authority of the remedial action the Supplier proposes to take.
- 28.9 If the Contracting Authority Data is corrupted, lost or sufficiently degraded as a result of a default by the Supplier so as to be unusable, the Contracting Authority may:
- (a) require the Supplier (at the Supplier's expense) to restore or procure the restoration of Contracting Authority Data to the extent and in accordance with the requirements specified in any Business Continuity and Disaster Recovery Plan or as otherwise required by the Contracting Authority, and the Supplier shall do so as soon as practicable but not later than five (5) Working Days from the date of receipt of the Contracting Authority's notice; and/or
 - (b) itself restore or procure the restoration of Contracting Authority Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in any Business Continuity and Disaster Recovery Plan or as otherwise required by the Contracting Authority.

29. FREEDOM OF INFORMATION

29.1 The Supplier acknowledges that the Contracting Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Contracting Authority to enable the Contracting Authority to comply with its Information disclosure obligations under the FOIA and EIRs;
- (b) transfer to the Contracting Authority all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
- (c) provide the Contracting Authority with a copy of all Information belonging to the Contracting Authority requested in the Request for Information which is in its possession or control in the form that the Contracting Authority requires within five (5) Working Days (or such other period as the Contracting Authority may reasonably specify) of the Contracting Authority's request for such Information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Contracting Authority.

29.2 The Supplier acknowledges that the Contracting Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Contracting Authority shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Contracting Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

30. PROMOTING TAX COMPLIANCE

30.1 The Supplier warrants that it has notified the Contracting Authority of any Occasion of Tax Non-Compliance or any litigation in which it is involved relating to any Occasion of Tax Non-Compliance.

30.2 If, at any point during the Call Off Contract Period, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

- (a) notify the Contracting Authority in writing of such fact within five (5) Working Days of its occurrence; and
- (b) promptly provide to the Contracting Authority:
 - (i) details of the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - (ii) such other information in relation to the Occasion of Tax Non-Compliance as the Contracting Authority may reasonably require.

30.3 In the event that the Supplier breaches the warranty under Clause 30.1 fails to comply with this Clause 30 and/or does not provide details of proposed mitigating factors which in the reasonable opinion of the Contracting Authority are acceptable, then the Contracting Authority shall be entitled, without prejudice to its other rights and remedies, to terminate this agreement for material breach.

31. STAFF TRANSFER - NOT USED

~~31.1 This Clause 31 shall only apply if it is stated in the Contract Particulars that Clause 31 applies. If this Clause 31 applies, then the definitions contained in the Staff Transfer Schedule apply to this Clause.~~

~~31.2 The Parties agree that :-~~

- ~~(a) where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, the Staff Transfer Schedule shall apply as follows:~~
 - ~~(i) where the Relevant Transfer involves the transfer of Transferring Customer Employees, Part A of the Staff Transfer Schedule shall apply;~~
 - ~~(ii) where the Relevant Transfer involves the transfer of Transferring Former Supplier Employees, Part B of the Staff Transfer Schedule shall apply;~~
 - ~~(iii) where the Relevant Transfer involves the transfer of Transferring Customer Employees and Transferring Former Supplier Employees, Parts A and B of the Staff Transfer Schedule shall apply; and~~
 - ~~(iv) Part C of Staff Transfer Schedule shall not apply;~~

~~(b) — where commencement of the provision of the Services or a part of the Services does not result in a Relevant Transfer, Part C of Staff Transfer Schedule shall apply and Parts A and B of Staff Transfer Schedule shall not apply; and~~

~~(c) — Part D of the Staff Transfer Schedule shall apply on the expiry or termination of the Services or any part of the Services;~~

~~31.3 — The Supplier shall both during and after the Call Off Contract Period indemnify the Contracting Authority on demand and as a debt against all Employee Liabilities that may arise as a result of any claims brought against the Contracting Authority by any person where such claim arises from any act or omission of the Supplier or any Supplier Personnel.~~

32. MOD ADDITIONAL CLAUSES AND ACCESS TO MOD SITES - NOT USED

~~32.1 — This Clause 32 shall only apply if it is stated in the Contract Particulars that Clause 32 applies.~~

~~32.2 — The following defined terms apply to this agreement:~~

~~“**MoD Terms and Conditions**” means the additional MOD terms conditions stated to apply to this agreement in the Contract Particulars;~~

~~“**Site**” shall include any of Her Majesty’s Ships or Vessels and Service Stations.~~

~~“**Officer in charge**” shall include Officers Commanding Service Stations, Ships’ Masters or Senior Officers, and Officers superintending Government Establishments.~~

~~32.3 — The Supplier confirms that it has had the opportunity to review the MoD Terms and Conditions and has raised all due diligence questions in relation to those documents with the Contracting Authority prior to the Call Off Commencement Date.~~

~~32.4 — Where required by the Contracting Authority, the Supplier shall take such actions as are necessary to ensure that the MoD Terms and Conditions constitute legal, valid, binding and enforceable obligations on the Supplier.~~

~~32.5 — The Contracting Authority shall issue passes for those representatives of the Supplier who are approved for admission to the Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Contracting Authority and shall be surrendered on demand or on completion of the supply of the Services.~~

- ~~32.6 The Supplier Personnel when employed within the boundaries of a Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of personnel at that Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.~~
- ~~32.7 The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a Site. Sleeping accommodation and messing facilities, if required, may be provided by the Contracting Authority wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. The status to be accorded to the Supplier's personnel for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible, give his decision before the commencement of this agreement where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Contracting Authority and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Contracting Authority with other evidence relating to the costs of this agreement.~~
- ~~32.8 The Supplier shall make such arrangements through the Technical Branch named for this purpose in this agreement. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Contracting Authority shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier Personnel locally overseas which is necessary for the purpose of this agreement shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.~~
- ~~32.9 Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier Personnel back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.~~
- ~~32.10 Accidents to the Supplier Personnel which ordinarily require to be reported in accordance with Health and Safety at Work etc Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.~~

~~32.11 No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier Personnel. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.~~

33. KEY PERFORMANCE INDICATORS - NOT USED

~~33.1 This Clause 33 shall only apply if it is stated in the Contract Particulars that Clause 33 applies.~~

~~33.2 If this Clause 33 applies, then the Parties are bound to the rights, duties, obligations and liabilities of the Parties set out in the Key Performance Indicator Schedule appended as a Schedule to this agreement. The Contracting Authority shall apply the Key Performance Indicator Schedule to amend the amount of the Fee that is payable under Clause 9.~~

34. BUILDING INFORMATION MODELLING - NOT USED

~~34.1 This Clause 34 shall only apply if it is stated in the Contract Particulars that Clause 34 applies.~~

~~Where a BIM Protocol Applies~~

~~34.2 If the Contract Particulars states a BIM Protocol applies, then the Contracting Authority and the Supplier shall:~~

- ~~(a) comply with their respective obligations set out in the BIM Protocol;~~
- ~~(b) have the benefit of any rights granted to them in the BIM Protocol; and~~
- ~~(c) have the benefit of any limitations or exclusions of their liability contained in the BIM Protocol.~~

~~Where a BIM Protocol Does Not Apply~~

~~34.3 If the Contract Particulars state that a BIM Protocol does not apply then:~~

- ~~(a) if it is stated in the Contract Particulars that the Supplier is to act as the BIM Information Manager, the Supplier shall act as a the BIM Information Manager for the Project as more fully set out in the BIM Documents;~~
- ~~(b) if it is not stated in the Contract Particulars that the Supplier is to act as the BIM Information Manager, the Supplier shall comply with the reasonable~~

~~instructions of the BIM Information Manager in relation to the BIM Documents;~~

~~(c) The Contracting Authority grants to the Supplier, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence (or, as the case may be, sub-licence) including the right to grant sub-licences (or, as the case may be, sub-sub-licences), to copy and make full use of the Material produced in accordance with the BIM Documents by or on behalf of the Contracting Authority (including any produced by the Contractor or another member of the Professional Team) for the purpose of performing the Services and complying with the BIM Documents;~~

~~(d) Clause 16.3 shall have no effect and neither Party shall be liable to the other for:~~

~~(i) any use of Material created by (or on behalf of) it for any purpose other than that for which that Material was prepared and/or provided; or~~

~~(ii) any amendment or modification of Material produced in accordance with the BIM Documents, except where such amendment or modification:~~

~~(A) was made with the consent (not to be unreasonably withheld) of the party that produced it (or on whose behalf it was produced);~~

~~(B) was permitted by the BIM Documents; or~~

~~(C) was made for a Permitted Use following termination of the engagement of the party that produced it (or on whose behalf it was produced) in relation to the Project.~~

35. QUALITY MANAGEMENT POINTS - NOT USED

~~35.1 This Clause 35 shall only apply if it is stated in the Contract Particulars that Clause 35 applies.~~

~~35.2 The Supplier shall accrue Quality Management Points in accordance with the Quality Table set out below. The Supplier shall accrue Quality Management Points for the failures listed on the Quality Table whether arising from an audit by the Supplier, the Contracting Authority or the relevant accreditation body.~~

- ~~35.3 If the Supplier fails to comply with the Supplier's quality management system, the Supplier shall accrue Quality Management Points from the date when the failure is identified in accordance with the Quality Table. The number of Quality Management Points accrued by the Supplier shall reduce in accordance with the Quality Table.~~
- ~~35.4 The Supplier shall maintain a register of the number of Quality Management Points in effect, showing when Quality Management Points are accrued and when they are removed.~~
- ~~35.5 If the number of Quality Management Points in effect at any time is more than 25 points, the Supplier and the Contracting Authority shall meet within one week to consider ways of reducing the number of Quality Management Points in effect to 25 or less and to avoid the Supplier accruing further Quality Management Points. The Supplier shall submit a report to the Contracting Authority within one week of the meeting setting out:~~
- ~~(a) the actions agreed at the meeting; and~~
 - ~~(b) any other actions which the Supplier proposes to take immediately to reduce the number of Quality Management Points in effect to 25 or less and to avoid accruing further Quality Management Points.~~
- ~~35.6 If the Contracting Authority does not accept the Supplier's proposals or the Supplier does not take the agreed actions, the Contracting Authority shall serve a quality warning notice on the Supplier. Within one week of receipt of the quality warning notice, the Supplier shall submit a report to the Contracting Authority setting out the actions which the Supplier has taken and what further or alternative actions he proposes to take to reduce the number of Quality Management Points in effect to 25 or less.~~
- ~~35.7 The Supplier shall take such action as set out in the Supplier's reports until the number of Quality Management Points in effect is reduced to 25 or less. The Supplier shall submit weekly up date reports to the Contracting Authority setting out the actions he has taken, the results of those actions and the actions which are still to be taken by him.~~
- ~~35.8 Failure by the Supplier to take actions to reduce the number of Quality Management Points in effect to 25 or less is deemed to be a material breach by the Supplier of its obligations under this agreement and the Contracting Authority shall have the right to terminate this agreement in accordance with clause 12.2 (Termination).~~

Quality Table

Failure	Quality Management Points	Period of effect
Failure to have a complete Quality Plan in place and operating	25	Until audit confirms that Quality Plan complete and operating
The Quality Plan does not comply with the requirements of this contract	10 per failure	Until audit confirms that Quality Plan complies
Failure to raise a Non-Conformity report	5 per Non-Conformity	6 months
Failure to raise a corrective action report	5 per Non-Conformity	6 months
Failure to correct Quality Plan in manner set out in a corrective action report (see note 1 below)	10 per failure	Until failure corrected
Failure to implement recommendations in audit report (see note 1 below)	5 per recommendation	Until audit confirms that recommendation implemented
Failure to carry out internal audit	25 per audit	Until audit carried out
Carrying out work without release of hold point	10 per item	6 months
Failure to make records available for inspection by the Employer	10 per failure	Until the records are made available
Failure to allow access for Employer audits	10 per failure	Until Employer audit is carried out
Failure by Consultant to accrue Quality Management Points that should have been accrued	The number of Quality Management Points that should have been accrued	Applicable to the failure that should have accrued Quality Management Points
	plus an additional number of Quality Management Points equivalent to the Quality Management Points that should have been accrued	6 months
Note 1: For these failures additional Quality Management Points are accrued at each audit until an audit confirms that rectification/correction/implementation/action has taken place.		

36. COLLABORATIVE PERFORMANCE FRAMEWORK - NOT USED

~~This Clause 36 shall only apply if it is stated in the Contract Particulars that Clause 36 applies.~~

~~36.1 If this Clause 36 applies, then the Supplier's performance shall be measured in accordance with the Collaborative Performance Framework.~~

~~36.2 If the Supplier's performance, measured in accordance with the Collaborative Performance Framework, is below the Failure Level then this shall be deemed to be a material breach by the Supplier of its obligations under this agreement and the Contracting Authority shall have the right to terminate this agreement in accordance with clause 12.2 (Termination).~~

37. NON-WAIVER

37.1 No failure or delay by the Contracting Authority to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

37.2 No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

38. SEVERANCE

If any provision of this agreement is declared invalid, unenforceable or illegal by the courts, such provision may be severed from this agreement and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this agreement.

39. GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Subject to Clause 19 (Disputes) the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

40. ALTERNATIVE LAW OF CONTRACT - NOT USED

40.1 SCOTS LAW - NOT USED

40.1.1 Governing Law and Jurisdiction (Clause 39)

~~40.1.1.1 References to “England and Wales” in the original Clause 39 of this Call Off Contract (Governing Law and Jurisdiction) shall be replaced with “Scotland”.~~

~~40.1.1.2. Where legislation is expressly mentioned in this Call Off Contract the adoption of Clause 40.1 shall have the effect of substituting the equivalent Scots legislation.~~

40.2 NORTHERN IRELAND LAW - NOT USED

40.2.1 Governing Law and Jurisdiction (Clause 39)

~~40.2.1.1 References to “England and Wales” in the original Clause 39 of this Call Off Contract (Governing Law and Jurisdiction) shall be replaced with “Northern Ireland”.~~

~~40.2.1.2 Where legislation is expressly mentioned in this Call Off Contract the adoption of Clause 00.2 shall have the effect of substituting the equivalent Northern Ireland legislation.~~

Schedule 1 - Services

Part 1. Core Services

- Core Service Discipline 1 - Project Manager (Project Lead)
- Core Service Discipline 2 - Architectural Services
- Core Service Discipline 3 - Cost Management
- ~~• Core Service Discipline 4 - Civil and Structural Engineer Services~~
- ~~• Core Service Discipline 5 - Building Services Engineer~~
- Core Service Discipline 6 - Lead Designer
- Core Service Discipline 7 - Client Adviser
- Core Service Discipline 8 - Principal Designer
- ~~• Core Service Discipline 9 - Contract Administrator~~
- ~~• Core Service Discipline 10 - BIM Information Manager~~
- ~~• Core Service Discipline 11 - BIM Coordinator~~

Part 2. Additional services

Any services set out in Schedule 2 of the Framework Agreement (Part A - Services) that the Supplier is to perform pursuant to the Framework Agreement.

- environmental services
- landscape architecture
- land surveying
- town planning consultant
- waste management advice

Part 3. Contracting Authority's Brief

Otterpool Park "Stage 4" brief - from submission of outline planning application to determination

Purpose of the commission:

- To lead on planning, masterplanning and project management of Otterpool Park garden town from the submission of the outline planning application to achieving planning permission, including any additional work that is critical to the determination of the planning application (Part A).
- To contribute to the Core Strategy Review Examination in Public including providing expert witnesses and supporting the work of the Local Planning Authority (LPA) (Part B).
- Additional work to support the planning application and overall delivery of the Project (Part C).

This commission is RIBA stage 2.

Client

Folkestone & Hythe District Council ('the Council') and Cozumel Estates, joint promoters of Otterpool Park Garden Town.

Background

The council and Cozumel Estates intend to develop a locally-led garden town - Otterpool Park - of around 10,000 homes, employment and other associated uses including a town centre. The Project has been allocated garden town status on the government's Garden Cities, Towns and Villages programme. The partners in 2016 commissioned a consultant team led by Arcadis to prepare a masterplan and planning application - the outline planning application for an initial 8500 homes has now been submitted.

This brief covers the development of the Project and the planning process in the period following submission, through to determination.

The Project is governed on the landowner side by the Otterpool Park Collaboration Board, with representatives from Cozumel Estates and the Council. A Collaboration Agreement between the parties sets out the principles for the Project. A third party, the government agency Homes England, has also bought land in the masterplan area.

Information on Otterpool Park can be found on the website: www.otterpoolpark.org

It is proposed that a joint venture between the landowner partners will be formed, and if the JV is established before this commission is complete, the contract will be novated over to the JV as the client.

Work to Date

Work to date has been in three separate stages (not related to RIBA stages) under one continuous commission:

1. Capacity testing, concept development and feasibility development framework
2. Masterplanning and infrastructure development
3. Stakeholder engagement, communication & outline planning submission

A consultant team lead by Arcadis, appointed through the Homes and Communities Agency (now Homes England) framework, has completed these stages of work (to March 2019). The framework masterplan was published in March 2018, which sets out the overall scale, scope

and layout of development. An outline planning application was submitted for 8500 homes on 28 February 2019. This forms RIBA stages 1 and 2.

The framework masterplan can be found here:

http://www.otterpoolpark.org/wp-content/uploads/2018/03/16034_Otterpool-Park_Masterplan-Framework-report_15-03-18FINAL.pdf

The planning application can be found on the council's website:

<https://www.folkestone-hythe.gov.uk/news/otterpool-park/planning-application>

Otterpool Park is managed by monthly meetings of both the Collaboration Board (strategic decision making meetings) and Project Board (technical project management meetings with consultant team). Planning Performance Agreement (PPA) meetings also take place monthly with the LPA (the PPA sets out an agreed programme of work and working procedures between the LPA and promoter).

This commission picks up this work following submission of the planning application through to its determination by the local planning authority, including supporting the Project through the core Strategy Examination in Public and other work on infrastructure planning and delivery that are necessary to achieve this. The components of the brief - Parts A, B and C respectively - are set out below.

Part A: Outline Planning Application

- Managing the planning process on behalf of the client with the objective of achieving planning permission in a timely way;
- Project management of overall delivery of the Project, its planning and technical issues, including coordination of Collaboration Board and Project Board meetings;
- Liaising with the LPA (FHDC and Kent County Council) including agreeing further work and amendments to the application, for example, to increase flexibility within the application in response to consultation responses or changes to policy or legislation. Also agreeing conditions to application;
- Agreeing PPA for next stage of work (Tier 2) with LPA;
- Further detail on masterplan layouts for phase 1a and 1b of development for discussion with the local authority, developers and other stakeholders (see phasing plan in Appendix A below).
NB this is an interim stage of masterplanning work to test existing plans in more detail. A full masterplan for phase 1, with detailed infrastructure design and town centre strategy will be commissioned separately;
- Further consultation and engagement with local community, stakeholders, the public and Members, including creating material and staffing two public exhibitions a parish council session in May;
- Managing and liaising with communications consultants;
- Planning strategy providing advice on process from here including tier 2 stage of planning work (fulfilling planning conditions and reserved matters applications) and setting out critical path for this work;

- Preparation of further strategies and technical and survey work identified through the consultation on the application. Known work includes
 - preparation of a heritage strategy and further archaeological survey work as required;
 - housing strategy;
 - paper on innovation;
 - further detail on delivery model;
 - Further ecological survey work.

A Scheduled Monument Consent application may also be required. Other additional work is harder to predict at this stage but any other likely matters should be identified in the proposal.

- Providing advice and additional supporting information for the S106 to ensure an efficient process;
- attending relevant meetings and liaising with the landowners' and LPA legal teams
- Amending and resubmitting planning application including any additional work required for the EIA.

This commission includes transport input around the existing application and transport modelling but excludes further transport strategy and design work which will be commissioned separately.

NB The proposal for this commission should be flexible to allow for refinement following the outcome of the planning critical path, and for additional unforeseen technical work. Scope of any further work is to be agreed and signed off with the client, based on the rate charges provided.

The consultant should take a commercial approach to negotiation and technical work to aid the delivery of the Project and maximise efficiency in the process.

Part B: Core Strategy Review Examination in Public (EiP)

- Supporting the Core Strategy review Examination in Public including preparation of Statement of Common Ground and submission of any further evidence required and providing expert witnesses.
- Updating viability assessment as required for EiP process.
- Planning advice related to Community Infrastructure Levy/S106 approach.

Part C: additional work to support outline planning application and other studies outside of this brief

- Planning strategy including process for reserved matters
- Further work on infrastructure including:
 - Update of infrastructure cost schedule
 - High level programme of triggers for all major infrastructure items identifying those projects requiring commencement prior to JV if the Project is to remain on schedule for first land sale in 2020.

- Exploration of funding options and recommendations supported by cash flows from the financial models.
- Support delivery of cultural strategy and programme in partnership with Creative Folkestone
- Completion of Stewardship Strategy including governance; financial budget to ascertain estimated costs of all open space and other assets; possible income sources and budget
- Complete an asset audit of all existing and to be created landscape, environment, heritage and ecology assets to feed in to long term stewardship work
- Work to coordinate heritage, ecology etc and contribution to design code and potentially preparation of a site wide landscape strategy
- Agree a process for further soft market testing with developers
- Overall project management, including programming and reporting and plotting out the critical path for key areas of work and infrastructure. This role also includes liaison and co-working with consultants leading on other briefs such as phase 1 masterplans, design code etc.

Possible additional task for part C: the project management task above may be extended to include project management of the successful design team for phase 1 masterplanning work and town centre strategy, which will be separately tendered (depending on the procurement route taken). This will ensure continuity between the existing masterplanning work and the further, more detailed work on phase 1. This work would be scoped and costed between consultant team and client in due course, based on the daily rate charges provided.

Outputs

- Planning advice and critical path programme
- Project board and collaboration board meetings
- regular updates to the client as needed on technical work
- post submission and PPA meetings with LPA
- 2 public exhibitions (May 2019) and other additional consultation and meetings with community and other stakeholder groups
- Draft masterplan layouts for phase 1a and 1b
- Management of outputs from communications consultants as set out in their briefs draft heritage strategy
- Completed Reports on further technical work as required
- Inputs as necessary into S106 content and process
- long term stewardship report
- revised planning application and ES for submission
- infrastructure schedule, programme and report
- innovation strategy report

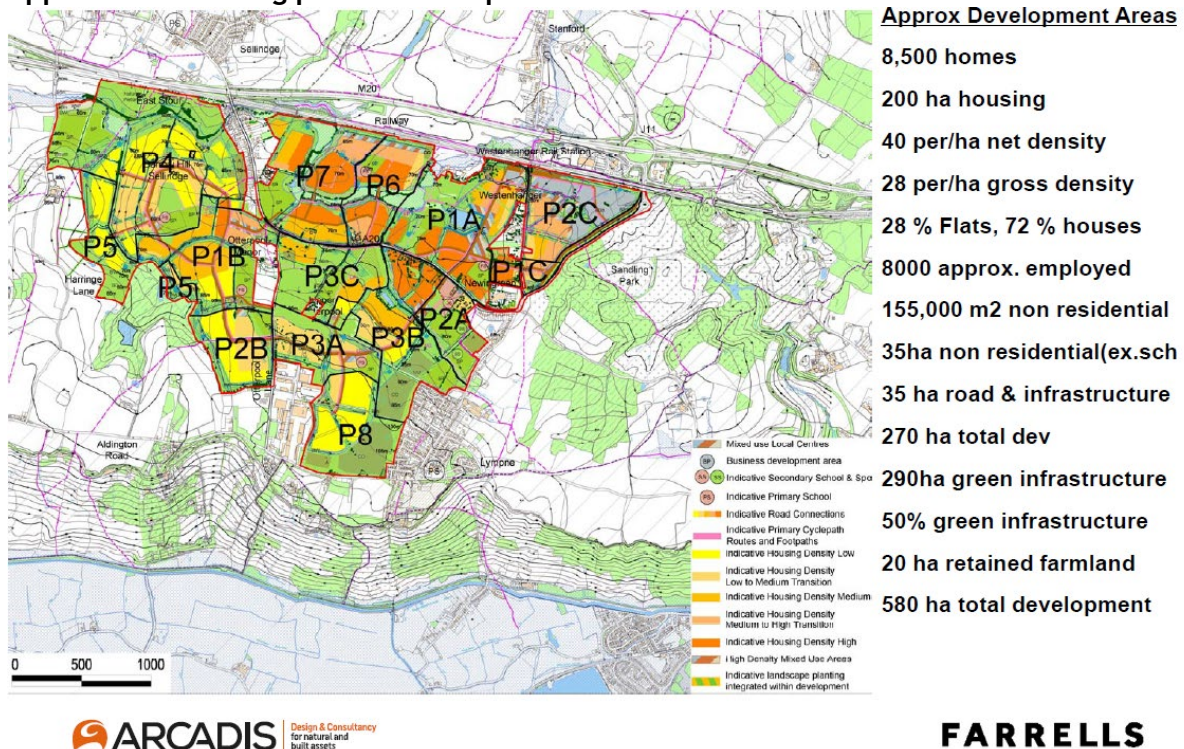
- Landscape strategy report
- Programme of meetings with developers and structured report of outputs
- Other outputs that arise from further survey and technical work as agreed

Timescale for Commission:

May 2019 to December 2019 (based on current programme for planning application to committee), with S106 elements and potentially some of part C likely to continue to April 2020.

This programme is subject to review, given the dependency on issues arising from the planning application consultation, the planning strategy noted above and the programme for the Core Strategy Review Examination in Public.

Appendix A: Phasing plan for Otterpool Park



Additional Terms.

1. The Contracting Authorities policies and procedures relevant to this Call Off Contract are to be found at <https://www.folkestone-hythe.gov.uk/your-council/policies-plans-and-documents/policy-documents>;

Schedule 2 - Fees and payment

Part 1. Basic Fee

Time related fee payable within 30 days of receipt of invoice for services previously rendered.

Those reasonable expenses and disbursements necessarily incurred by the Supplier in performance of the Services are to be charged at cost. Reimbursable admissible expenses include travel and expenses for attending meetings at the instruction of the Contracting Authority's Representative.

CORE SERVICES	Hourly Rate
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Discipline: Project Management (1)	Hourly Rate
Partner or Director	
Senior or Professional	
Professional	
Senior Technician	
Technician	
Admin/Junior Technician/Apprentice	

Discipline: Principle Designer (2)	Hourly Rate
Partner or Director	
Senior or Professional	
Professional	
Senior Technician	
Technician	
Admin/Junior Technician/Apprentice	

Discipline: Lead Designer (3)	Hourly Rate
Partner or Director	
Senior or Professional	
Professional	
Senior Technician	
Technician	
Admin/Junior Technician/Apprentice	

Discipline: Cost Consultant (4)	Hourly Rate
Partner or Director	
Senior or Professional	
Professional	
Senior Technician	
Technician	
Admin/Junior Technician/Apprentice	

Discipline: Architect (5)	Hourly Rate
Partner or Director	
Senior or Professional	
Professional	
Senior Technician	
Technician	
Admin/Junior Technician/Apprentice	

Part 2. Additional Services

Discipline: Non-Core Disciplines - Planning	Hourly Rate
John Rhodes, Expert Witness	
Partner or Director	
Senior or Professional	
Professional	
Senior Technician	
Technician	
Admin/Junior Technician/Apprentice	

Discipline: Non-Core Disciplines - All other	Hourly Rate
Partner or Director	
Senior or Professional	
Professional	
Senior Technician	
Technician	
Admin/Junior Technician/Apprentice	

Schedule 3 - Third Party Agreements

- Supplier's Collateral Warranty in favour of Cozumel Estates Limited

Schedule - Collateral Warranty

Form of Supplier Collateral Warranty in favour of a Beneficiary and Form of Key Sub-Consultant
Collateral Warranty in favour of a Beneficiary.

Dated _____ 20[]

(1) [Supplier/Key Sub-Consultant]

(2) [Beneficiary]

Supplier's Collateral Warranty

relating to the
**Multi-disciplinary Services in Support of Planning Application
for Otterpool Park Garden Town**

Date:

Parties

- (1) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (Supplier).
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (Beneficiary).

Introduction

- A The District Council of Folkestone and Hythe (the “Contracting Authority”) has engaged the Supplier to perform the Services in relation to the Project.
- B The Beneficiary, as [NATURE OF BENEFICIARY’S INTEREST], has an interest in the Project.
- C The Contracting Authority requires the Supplier to enter into a collateral warranty in favour of the Beneficiary.
- D The Supplier has agreed to enter into this agreement with the Beneficiary, for the benefit of the Beneficiary.
- E The Beneficiary has paid £10 to the Supplier as consideration under this agreement the receipt and sufficiency of which the Supplier acknowledges.

Agreed terms

1 INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Material	all [designs,] drawings, models, plans, [specifications, design details,] photographs, brochures, reports, feasibility studies, planning submissions, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Project and all updates, amendments, additions and revisions to them and any works, [designs,] or inventions incorporated or referred to in them for any purpose relating to the Project.
Permitted Uses	without limitation the design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, facilities management, funding, disposal, letting, fitting-out, advertisement, decommissioning, demolition, reinstatement, extension, building information modelling and repair of the Property and the Project.
Professional Appointment	a contract in writing dated [DATE] between the Contracting Authority and the Supplier.
Project	[DESCRIPTION OF PROJECT].
Property	[DESCRIPTION OF PROPERTY].

Required Standard the reasonable skill, care and diligence to be expected of a qualified and experienced member of the Supplier's profession undertaking the Services in relation to projects of a similar size, scope, complexity and character to the Project.

Services the services referred to in the Professional Appointment, performed by or on behalf of the Supplier under the Professional Appointment.

- 1.2 Clause headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.4 A reference to a company includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to legislation is a reference to all legislation having effect in the United Kingdom from time to time, including:
- 1.8.1 directives, decisions and regulations of the Council or Commission of the European Union;
 - 1.8.2 acts of Parliament;
 - 1.8.3 orders, regulations, consents, licences, notices and bye-laws made or granted;
 - (a) under any act of Parliament; or
 - (b) under any directive, decision or regulation of the Council or Commission of the European Union; or
 - (c) By a local authority or by a court of competent jurisdiction; and
 - 1.8.4 any mandatory codes of practice issued by a statutory body.
- 1.9 A reference to legislation is a reference to that legislation as amended, modified, consolidated, re-enacted or replaced from time to time and to all subordinate legislation made under it from time to time.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 A reference to writing or written does not include fax or email.
- 1.12 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of this agreement) at any time.
- 1.13 References to clauses are to the clauses of this agreement.

- 1.14 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 COMPLY WITH PROFESSIONAL APPOINTMENT

2.1 The Supplier warrants to the Beneficiary that:

2.1.1 it has and shall continue to comply with the Professional Appointment:

2.1.2 it has exercised and shall continue to exercise the Required Standard:

- (a) when performing the Services;
- (b) to comply with (and to see the completed Project complies with) any legislation;
- (c) to perform the Services and prepare all Material for those elements of the Project for which the Supplier is responsible in sufficient time to facilitate the efficient progress of the Project; and
- (d) to see that the Project complies with all planning agreements, permissions and conditions.

2.2 In proceedings for breach of this clause 2, the Supplier may:

2.2.1 rely on any limit of liability or other term of the Professional Appointment; and

2.2.2 raise equivalent rights of defence as it would have had if the Beneficiary had been named as a joint client, with the Contracting Authority, under the Professional Appointment (for this purpose not taking into account any set-off or counterclaim against the actual client under the Professional Appointment).

2.3 The Supplier's duties or liabilities under this agreement shall not be negated or diminished by:

2.3.1 any approval or inspection of:

- (a) the Property; or
- (b) the Project; or
- (c) any designs or specifications for the Property or the Project; or

2.3.2 any testing of any work, goods, materials, plant or equipment; or

2.3.3 any omission to approve, inspect or test,

by or on behalf of the Beneficiary or the Contracting Authority.

2.4 This agreement shall not negate or diminish any other duty or liability otherwise owed to the Beneficiary by the Supplier.

3 PROFESSIONAL INDEMNITY INSURANCE

- 3.1 The Supplier shall maintain professional indemnity insurance for an amount of at least £10,000,000 (ten million pounds) in respect of each and every claim without limit to the number of claims except for claims arising out of pollution or contamination, where the minimum amount of cover applies in the aggregate in any one period of insurance and except for claims arising out of asbestos where a lower level may apply in the aggregate for a period beginning on the date of this agreement and ending 6 years after the date of practical completion of the Project, provided that such insurance is available at commercially reasonable rates and terms. The Supplier shall maintain that professional indemnity insurance:
- 3.1.1 with reputable insurers lawfully carrying on insurance business in the United Kingdom or European Union; and
 - 3.1.2 on customary and usual terms and conditions prevailing for the time being in the insurance market.
- 3.2 Any increased or additional premium required by insurers because of the Supplier's claims record or other acts, omissions, matters or things particular to the Supplier shall be deemed to be within commercially reasonable rates and terms.
- 3.3 The Supplier shall immediately inform the Beneficiary if the Supplier's required professional indemnity insurance ceases to be available at commercially reasonable rates and terms, so that the Supplier and the Beneficiary can discuss how best to protect the respective positions of the Beneficiary and the Supplier regarding the Project and the Property, without that insurance.
- 3.4 Whenever the Beneficiary reasonably requests, the Supplier shall send the Beneficiary evidence that the Supplier's professional indemnity insurance is in force, including, if required by the Beneficiary, an original letter from the Supplier's insurers or brokers confirming the Supplier's then current professional indemnity insurance and that the premiums for that insurance have been paid in full at the date of that letter.

4 COPYRIGHT

- 4.1 The Supplier grants to the Beneficiary, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by, or on behalf of, the Supplier for any purpose relating to the Project and the Property, including any of the Permitted Uses.
- 4.2 The licence in clause 4.1 allows the Beneficiary to use the Material in connection with any extension of the Project, but not to reproduce the designs contained in the Material in any such extension.
- 4.3 This licence carries the right to grant sub-licences and is transferable to third parties without the consent of the Supplier.
- 4.4 The Supplier shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.
- 4.5 The Beneficiary may request a copy (or copies) of some or all of the Material from the Supplier. On the Beneficiary's payment of the Supplier's reasonable charges for providing the copy (or copies), the Supplier shall provide the copy (or copies) to the Beneficiary.

5 LIABILITY PERIOD

The Beneficiary may not commence any legal action against the Supplier under this agreement after 6 years from the date of practical completion of all of the Project.

6 ASSIGNMENT

6.1 The Beneficiary may assign the benefit of this agreement:

6.1.1 on two occasions to any person with an interest in the Project; and

6.1.2 without counting as an assignment under clause 6.1.1:

(a) by way of security to a funder (including any reassignment on redemption of security); or

(b) to and from subsidiary or other associated companies within the same group of companies as the Beneficiary so long as that assignee company remains within the same group of companies as the Beneficiary.

6.2 The Beneficiary shall notify the Supplier of any assignment. If the Beneficiary fails to do this, the assignment shall still be valid.

6.3 The Supplier shall not contend that any person to whom the benefit of this agreement is assigned under clause 6.1 may not recover any sum under this agreement because that person is an assignee and not a named party to this agreement.

7 THIRD PARTY RIGHTS

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

8 GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

9 JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into as a deed on the date stated at the beginning of it.

Schedule - The Programme

Part 1. Amendment of the Programme

Pursuant to the Contracting Authority's Brief at Part 3 of Schedule 1, the Supplier expressly acknowledges and accepts on an ongoing basis that:

1. The timings of the Project Programme and provision of the Services are subject always to review depending on consultation responses, timing of the Examination in Public and decisions on the future planning strategy that forms part of this commission;
2. The Supplier shall use all commercially reasonable efforts to perform the Services in accordance with any dates specified for such performance, as amended from time to time by agreement between the parties using the agreed change control procedure. Services which do not have specified dates for completion shall be provided by the Supplier as soon as possible but in any event, within a reasonable period of time;
3. The Supplier shall be responsible for the overall project and programme management of the Programme and shall identify and resolve, or assist the Contracting Authority in the identification and resolution of, any problems encountered in the completion of each activity set out in each of the parts of the Project Programme identified above;
4. Schedule 1 - Services - Part 3 (Contracting Authority's Brief) details Parts A to Part C of the Contracting Authority's brief. The Contracting Authority reserves the right to instruct the Supplier to run any or all of Parts A to C in such manner or order, including the constituent parts therein, that the Contracting Authority may decide according to its needs from time to time. For example, any or all of Parts A to Part C can be potentially be run as follows:
 - a. Sequentially;
 - b. Overlapped to any degree;
 - c. concurrently; or
 - d. any other order;
5. Payment of Fees does not constitute acceptance of the Services supplied. Until the then current part of the Services delivered under the Project Programme identified above is completed to the satisfaction of and signed off by the Contracting Authority, the Supplier may not, without the written permission of the Contracting Authority's Representative commence work on the next identified part or piece of work identified in the Project Programme and subject to any order of work agreed in paragraph (4) above;
6. The Supplier acknowledges and accepts that delays in the Programme and delivery of Services may occur resulting from factors beyond either one or both of the parties' control including but not limited to Judicial Review, planning inquiries, environmental, geological, mining, archaeological, public demonstrations and or disorder or such other matters associated or as have previously been encountered in respect of large development projects for which it shall not be able to claim extra Fees beyond those scoped from time to time

in the relevant Project Programme plan unless otherwise agreed in advance in writing by the Contracting Authority's Representative;

7. In the event of such delays the Supplier may not redeploy its Key Personnel to other projects; and
8. Until the date of completion of all relevant Services in each of the parts of the Project and Programme, the Supplier shall ensure no reductions in staff levels or the quality of staff shall occur without prior notice to and the written consent of the Contracting Authority.

Part 2. Tendered Programme

In preparing indicative fees for the scope provided, the following assumptions have been made:

1 Many of the items in the brief require further discussion and scoping with the client and stakeholders before a firm fee can be presented and agreed

2 Following initial discussions with the LPA and client we understand that the planning application is to be updated to introduce flexibility to the parameter plans which requires comprehensive update to the Outline Planning Application, including the Environmental Statement. In some cases legislation and/or guidance has been updated since the application was submitted and it is assumed that the latest guidance will need to be followed in any updated application.

3 A price has been provided for the majority of disciplines to appear at the Examination in Public which is unlikely to be the case

4 In understanding the requirements of the 3 Tier approach to the planning application set by the LPA, further work will be commissioned separately to complete the Tier 2 work required

5 Estimates exclude reasonable expenses and disbursements which are to be charged to the client at cost

6 Day rates are calculated on the basis of 8 hours

7 Further surveys and investigations have been included and estimates provided where anticipated. Further, as yet unknown, requirements may be identified during the course of Stage and will be communicated to the client for evaluation as required.

8 Masterplanning fees have been calculated using the 'Architect' rates in the Schedule of Rates

9 Excludes legal fees, fees to provide valuation advice if needed for appraisals and further fees requested by stakeholders

10 Budgets have been included for potential further archaeological investigations and site investigations which may need to be procured separately

Stage 4: submission of outline planning application to determination

Provide an estimate of the areas and hours of support required for the completion of the brief, referring to the rates provided in Part A.

Add/delete rows as required.

This schedule is an estimate and does not constitute a fixed price sum.

	Part A	Part B	Part C	Total
Project Management				
Masterplanning				
Planning				
EIA Coordination				
Air Quality				
Agriculture				
Ecology & Arboriculture				
Landscape Strategy & LVIA				
Archaeology & Cultural Heritage				
Noise & Vibration				
Socio Economic (ES & HIA)				
Infrastructure Coordination				
Transport Planning				
Water, FRA & Drainage				
Landform & Land Quality				
Waste				
Highways & Utilities				
Sustainability				
Energy				
Climate Change				
Housing, Viability and Cost				
Communications				
Public Affairs				
Community Infra & Job Creation				
Governance				
Total	£ 1,395,077.18	£ 108,626.48	£ 248,976.30	£ 1,752,679.96

Part A: Outline Planning Application		All Disciplines Total
A1	A1. Managing the planning process on behalf of the client with the objective of achieving planning permission in a timely	
A2	A2. Project management of overall delivery of project, its planning and technical issues, including coordination of	
A3	A3. Liaising with the LPA (FHDC and Kent County Council) including agreeing further work and amendments to the	
A4	A4. Agreeing PPA for next stage of work (Tier 2) with LPA	
A5	A5. Further detail on masterplan layouts for phase 1a and 1b of development for discussion with the local authority,	
A6	A6. Further consultation and engagement with local community, stakeholders, the public and Members, including	
A7	A7. Managing and liaising with communications consultants and provision of communications and public affairs advice	
A8	A8. Planning strategy providing advice on process from here including tier 2 stage of planning work (fulfilling planning	
A9a	A9a. Preparation of a heritage strategy and further archaeological survey work as required	
A9b	A9b. Preparation of further work on the housing strategy	
A9c	A9c. Preparation of a paper on innovation	
A9d	A9d. Preparation of further detail on delivery model	
A9e	A9e. Further ecological survey work - i) potential bat emergence survey	
A9e	A9e. Further ecological survey work - ii) potential barn owls survey	
A9e	A9e. Further ecological survey work - iii) potential invertebrates survey	
A9f	A9f. Scheduled Monument Consent application	
A9g	A9g. Other anticipated strategies, technical and/or survey work likely to be required prior to determination (please specify): i) Cultural Heritage: Further archaeological fieldwork	
A9g	A9g. Other anticipated strategies, technical and/or survey work likely to be required prior to determination (please specify): ii) Cultural Heritage: Listed Building Screening	
A9g	A9g. Other anticipated strategies, technical and/or survey work likely to be required prior to determination (please specify): iii) Cultural Heritage: OSL dates of deposits from fissures	
A9g	A9g. Other anticipated strategies, technical and/or survey work likely to be required prior to determination (please specify): iv) Cultural Heritage: Update geoarchaeological review and convert to deposit model	
A9g	A9g. Other anticipated strategies, technical and/or survey work likely to be required prior to determination (please specify): v) Transport Planning: Additional work to complete VISSIM model	
A9g	A9g. Other anticipated strategies, technical and/or survey work likely to be required prior to determination (please specify): vi) Preparation of a baseline hydraulic model and reporting	

Part A: Outline Planning Application (cont.)		All Disciplines Total
A9g	A9g. Other anticipated strategies, technical and/or survey work likely to be required prior to determination (please specify): vii) Preparation of option model for testing bridge crossings and floodplain management / enhancement and reporting	
A9g	A9g. Other anticipated strategies, technical and/or survey work likely to be required prior to determination (please specify): viii) Preparation of Detailed Water Cycle Study (Phase 1)	
A9g	A9g. Other anticipated strategies, technical and/or survey work likely to be required prior to determination (please specify): ix) Ground conditions investigations to support the drainage strategy	
A10	A10. Providing advice and additional supporting information for the S106 to ensure an efficient process	
A11	A11. Attending relevant meetings and liaising with the landowners' and LPA legal teams	
A12	A12. Amending and resubmitting planning application including any additional work required for the EIA.	
Part B: Core Strategy Review Examination in Public (EiP)		All Disciplines Total
B1	B1. Supporting the Core Strategy review Examination in Public including preparation of Statement of Common Ground	
B2	B2. Updating viability assessment as required for EiP process	
B3	B3. Planning advice related to Community Infrastructure Levy/S106 approach	

Part C: Additional work to support outline planning application and other studies outside of this brief		All Disciplines Total
C1	C1. Planning strategy including process for reserved matters	
C2a	C2a. Update of infrastructure cost schedule	
C2b	C2b. High level programme of triggers for all major infrastructure items identifying those projects requiring	
C2c	C2c. Exploration of funding options and recommendations supported by cash flows from the financial models	
C3	C3. Support delivery of cultural strategy and programme in partnership with Creative Folkestone	
C4	C4. Completion of Stewardship Strategy including governance; financial budget to ascertain estimated costs of all open	
C5	C5. Complete an asset audit of all existing and to be created landscape, environment, heritage and ecology assets to feed	
C6	C6. Work to coordinate heritage, ecology etc and contribution to design code and potentially preparation of a site wide	
C7	C7. Agree a process for further soft market testing with developers	
C8	C8. Overall project management, including programming and reporting and plotting out the critical path for key areas of work and infrastructure. This role also includes liaison and co-working with consultants leading on other briefs such as phase 1 masterplans, design code etc	

Activity Totals		All Disciplines Total
All Parts A-C		

[- REMAINDER OF SCHDULE REDACTED -]

Schedule - Business Continuity and Disaster Recovery Plan

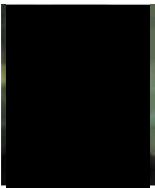
ARCADIS (UK) LTD

High Level Business Continuity Plan

MAY 2019



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VERSION CONTROL

Version	Date	Author	Checker	Approver	Changes
02	May 2019	[REDACTED]	[REDACTED]	[REDACTED]	The amalgamation of several previous documents.

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APPENDICES

APPENDIX A

First Meeting Agenda

APPENDIX B

Team Task Sheet

1 INTRODUCTION AND AIMS

1.1 The Business Continuity Institute, the professional body for BCP, defines BCP as the act of anticipating incidents which will affect critical functions and processes for the organisation and ensuring that it responds to any incident in a planned and rehearsed manner.

1.2 BCP differs from disaster recovery by recognising that approximately 80% of disasters which organisations suffer are generated internally. As a result, BCP places more emphasis on managing out potential causes of disaster, than on recovering from those incidents. BCP is therefore a combination of disaster/risk avoidance and the ability to recover.

1.3 Arcadis recognises the need to produce comprehensive plans to deal with all types of emergency situations. This plan does not seek to provide specific details with how to manage every possible eventuality, it is written to provide those Arcadis staff who may be called upon to fulfil a role as either part of the BCP or Crisis Response Team (CRT) with sufficient information to inform their decision-making process.

1.4 Arcadis staff should be aware that initial responses to on-site emergencies are likely to be undertaken by the CRT, a small team of individuals who have been identified as having the knowledge skills or experience that are essential during any incident experienced by Arcadis. Out of hours response to emergencies will be managed through both this BCP and local management communication protocols.

1.5 A fundamental aim of contingency planning is to keep an organisation functioning as normally as possible throughout any crisis or disaster and following this return Arcadis to a "Business as Usual" (BAU) as promptly as possible. Arcadis contingency planning will have three objectives:

- to control the initial and developing situation while continuing to meet normal business objectives, with the minimum of disruption, and return to normality as quickly as possible;
- to ensure as necessary health, safety, security and welfare of those directly and indirectly affected with care and consideration; and
- to liaise with other agencies, understanding their objectives and expectations, effectively and with mutual advantage.

1.6 Local BCP procedures are currently being put in place and staff will be expected to follow current procedures in the initial stages of any incident.

1.7 The objective is to reduce the potential for human, physical and consequential losses by ensuring that as much as possible is undamaged or salvaged and facilitating a rapid return to a "Business as Usual" condition.

1.8 Depending on the incident and the location of incidents, there may be a need to evacuate buildings and establish lines of communication in order to direct staff and visitors to designated buildings. The difficulty in establishing communications should not be underestimated since in the event of a major incident the emergency services will assume direct command and control in such a scenario and access may be denied to whole areas.

1.9 It is expected that the creation of this BCP will, where practicable, enable Arcadis to:

- Continue to provide key services to our customers in times of disruption
- Make best use of personnel and other resources at times when both may be scarce
- Reduce the period of disruption to our organisation and our customers
- Resume normal working more safely, efficiently and effectively after a period of disruption
- Comply with standards of governance
- Improve the resilience of Arcadis' infrastructure to reduce the likelihood of disruption
- Provide evidential reassurance of Arcadis' resilience to our stakeholders, customers and regulators
- Reduce or limit the operational and financial impact of any disruption.

2 PLAN OWNER

2.1 Arcadis Crisis Response Team is this Plan's Owner and responsible for ensuring that it is maintained, exercised and updated in accordance with internal requirements for business continuity.

3 TRAINING

3.1 This document and subsequent revisions will be brought to the attention of all relevant staff. Specific training will be provided to all potential members of the CRT.

4 LINKS TO OTHER DOCUMENTS AND PLANS

4.1 This plan applies to all of Arcadis UK and has been written to dovetail with the following Arcadis documents and plans:

- Crisis Response Plan
- Location Specific Business Continuity Plans

4.2 The Location Specific Business Continuity Plans will be:

- Reviewed annually
- Updated when required
- Tested every 12 months (with all team members). A report will be prepared to record the test and the BCP updated where required.

5 RESPONSIBILITIES

5.1 During any incident there is a need for individual responsibilities and lines of authority to be clearly understood by all concerned. The CRT will retain overall control of the initial Arcadis incident response.

5.2 In the event of an incident occurring, a member of the CRT or a member of the UKLT will be responsible for invoking the business continuity plan and acting thereafter as leader.

5.3 Staff at the scene of the incident will act as the Incident Control Team (ICT), the Chair of the CRT may nominate one person to act as the Head of the ICT; the nominated individual will have full authority for managing resources at the scene on behalf of the CRT.

5.4 Post the initial responses a member of the UKLT will be responsible for all Business Continuity activity directed towards achieving a Business as Usual state.

6 PLAN DISTRIBUTION

6.1 This Plan is distributed to the Crisis Response Team.

7 PLAN STORAGE

7.1 A hard copy of this document will be kept by all members of the Crisis Response Team.

7.2 Electronic copies of this Plan are stored:

https://arcadiso365.sharepoint.com/teams/UK_IMS/OrgDev/Policies/BCPs/SitePages/Home.aspx

8 PLAN REVIEW

8.1 The BCP is to be reviewed after any incident occurs, and at least annually by the Crisis Response Team. In addition, any changes to information in the plan, such as office addresses, personnel details etc., must be made as soon as possible. Changes to the BCP must be communicated to the appropriate people as soon as they occur. This is the responsibility of the UK Operations Director.

8.2 The BCP must be updated whenever any changes occur, including:

- Senior Managers, and anyone mentioned in the BCP
- Telephone numbers
- Office location details

9 TESTING THE SYSTEM

9.1 The BCP should be tested, in the form of an exercise which may include the involvement of emergency services where required, as a six-monthly partial test and an annual full test. This exercise will be managed by the CRT and results reported to the UKLT as required. Due to this BCP being revised from several previous documents there is no record of a previous test date. The next test is due on 3rd November 2019.

9.2 Testing may take various forms:

- Seminar test (Review by all stakeholders, e.g. Management Team, Landlord, Emergency Services)
- Table-top test (Management Team Review Plan together)
- Live test (Simulated Incident)

9.3 The CRT will be responsible for completing post exercise reporting and following the review of the performance from the exercise incorporating any necessary/agreed changes into revised plans.

Feedback or suggestions for improvement to this plan will, unless deemed critical to the plan, be reviewed and where applicable incorporated into a revised BCP by the CRT at the next possible meeting.

10 PLAN ACTIVATION

10.1 This Plan will be activated in response to an incident causing significant disruption to normal service delivery/business, particularly the delivery of key/critical activities. Examples of circumstances triggering activation of this Plan include but are not limited to:

- Loss of key staff or skills e.g. above normal levels of absenteeism due to illness
- Loss of critical systems e.g. ICT/Communications failure
- Denial of access, or damage to, facilities e.g. loss of a building through fire
- Local Infrastructure Failure

11 DECLARING AN ESCALATION TO A MAJOR INCIDENT

11.1 A member of the CRT or UKLT may declare a major incident if in their opinion the event is of such scale or nature that there will be a significant impact on the day-to-day operation of Arcadis.

11.2 As part of the annual review of Arcadis BCP there will be at least an annual meeting of the CRT. This meeting will include a review of any relevant incidents, training, the plan itself, relevant sections of the risk register and new members.

11.3 Arcadis defines a major incident as an event which, because of its scale or impact, is beyond the scope of resolution using normally available resources, personnel or decision-making authority within acceptable timescales. A major incident would involve a serious disruption of the Arcadis site; it may arise

with little or no warning and may involve the assistance of one or more of the Emergency Services. It may include the complete or partial loss of buildings or plant and/or loss of life through a particular incident, contamination of a large area, a major fire, a terrorist incident etc.

The following are examples of incidents that could escalate to major incidents:

- Loss of access to offices/site
- Loss of skills – key / critical staff
- Prolonged Loss of essential services e.g. communications / electricity / gas / water / sewage
- Extreme Weather – Flood / high winds / snow
- Small or localised fire or flooding
- Environmental incident – oil / chemical spills
- Transport and/or supply chain disruption
- Damage to corporate image / reputational – negative publicity

11.4 It is not practicable to attempt to provide plans for every incident/eventuality however the guidance provided should be used as a source of reference when managing any incident.

11.5 During any incident the priorities for Arcadis and therefore the CRT and UKLT will be to preserve and protect human life, protect the environment and then protect and recover facilities.

11.6 The UKLT have access to the Everbridge system, a critical event management portal. This allows the sending of communications to the users defined within a Distribution List. The system is setup and maintained by the UK Head of Security.

11.7 The Crisis Response Plan can be found [\[insert file path for storage of this Plan\]](#)

12 ACTIVATION SEQUENCE

12.1 The following activation sequence will normally be used when informing Arcadis personnel of the activation of this plan:

Standby phase → Implement phase → Stand Down phase

12.2 “Standby” will be used as an early warning of a situation which might at some later stage escalate and thus require implementation of this Plan.

12.3 A “Standby” allows key officers time to think, brief staff, start a business disruption log and prepare for the deployment of resources should an “Implement” message be received.

12.4 This is particularly important if a disruption occurs towards the end of office hours and staff may need to be asked to stay at work until the situation becomes clear. Resources are not normally deployed at this stage (although this will largely depend upon circumstances) and a “Stand Down” may follow this type of alert.

12.5 “Implement” will be used to request the immediate utilisation of Arcadis staff and resources in activation of the plan.

12.6 “Stand Down” will be used to signify the phased withdrawal of any services provided due to activation of the plan.

13 STAGES OF THE BCP

13.1 Both Business Continuity and Crisis management are a logical, integrated and progressive discipline. They have four identified stages:

13.2 Mitigation: is primarily about managing and reducing risks, whatever their source. The hazards, business vulnerabilities and probable severity of all likely incidents have first to be identified. The worst

possible effects, particularly on people, must then be assessed and appropriate actions taken to eliminate, reduce or control them with further provision needed to offset residual risks. This function is carried out through Business Impact Assessments (BIA) and or the Arcadis Risk Register. These are controlled and reported on to the Executive by the Head of Compliance and through existing Health & Safety policies including work place risk assessments.

13.3 Readiness: is the 'in-house insurance policy' and covers all preparedness measures, most notably planning. This would include amongst other things, warning systems, communications, control teams, equipment and resources, casualty procedures, essential services, media policy, critical records and welfare arrangements. Readiness will be underpinned by the selection and training of staff, testing of the business continuity plan, testing of associated Arcadis response plans and allocation of resources to support the plan.

13.4 Response: the core of the external response is generally provided by the emergency services, assisted by the local authority; support services and other agencies may also be involved. Internal response is detailed in this plan and although it may vary according to the incident any response must always be speedy, effective and appropriate. While the purpose is primarily to save life and relieve suffering, there are other priorities such as protecting property and resources, preventing secondary damage, assisting criminal investigations and safeguarding the environment.

13.5 Recovery: starts with business survival and then embraces the range of activities needed for a rapid return to normality. Recovery must cover all operational, logistical, human and environmental needs, many of which are predetermined during planning and begin at the response stage. Among the priorities are restoration of essential services, alternative accommodation, equipment and resource inventories, site reconstruction and reoccupation, and funding and insurance. In addition, there may be statutory requirements such as inquiries, and long-term medical aid and staff counselling to consider. Also important are the lessons to be learnt and amendments to be made to any existing continuity plan.

14 CONTACT DETAILS

14.1 Certain Arcadis functions have been identified as being critical to the response to Arcadis incidents. These groups are:

- HR
- Finance & Payroll
- Legal
- Security
- IT
- Media & Communications

In the event of an incident and this plan being activated, the following people are to be contacted. Nature of contact will depend on the incident type and time it has occurred;

HR

Name	Role	Contact Details	Likely message
██████████	HR Director	██████████	<ul style="list-style-type: none"> • Incident is taking place • Action being taken • Impact on the service
██████████	Senior HR Business Partner	██████████	<ul style="list-style-type: none"> • Incident is taking place • Action being taken • Impact on the service

Finance & Payroll

	Name	Role	Contact Details	Likely message
Finance	[REDACTED]	Regional Finance Controller	[REDACTED] [REDACTED] [REDACTED]	<ul style="list-style-type: none"> Incident is taking place Action being taken Impact on the service
Payroll	[REDACTED] [REDACTED]	Financial Processing Manager	[REDACTED] [REDACTED] [REDACTED]	<ul style="list-style-type: none"> Incident is taking place Action being taken Impact on the service

Legal

Name	Role	Contact Details	Likely message
[REDACTED] [REDACTED]	General Legal Counsel	[REDACTED] [REDACTED]	<ul style="list-style-type: none"> Incident is taking place Action being taken Impact on the service

Security

Name	Role	Contact Details	Likely message
[REDACTED] [REDACTED]	UK Head of Security	[REDACTED]	<ul style="list-style-type: none"> Incident is taking place Action being taken Impact on the service

IT

Name	Role	Contact Details	Likely message
[REDACTED] [REDACTED]	UK Business Relationship Director	[REDACTED]	<ul style="list-style-type: none"> Incident is taking place Action being taken Impact on the service
[REDACTED] [REDACTED]	CIO – UK, Europe & Middle East	[REDACTED]	<ul style="list-style-type: none"> Incident is taking place Action being taken Impact on the service

Media & Communications

Name	Role	Contact Details	Likely message
[REDACTED] [REDACTED]	Head of Internal Communication	[REDACTED] [REDACTED] [REDACTED]	<ul style="list-style-type: none"> Incident is taking place Action being taken Impact on the service

Name	Role	Contact Details	Likely message
	Head of Corporate Communication		<ul style="list-style-type: none"> Incident is taking place Action being taken Impact on the service Indication of any press interest
	Head of Campaigns		<ul style="list-style-type: none"> Incident is taking place Action being taken Impact on the service Indication of any press interest Areas they can support service

15 INCIDENT MANAGEMENT PHASE

15.1 The purpose of the Incident Management Phase is to;

- Protect the safety of staff, visitors and the wider community
- Protect vital assets e.g. equipment, data, reputation etc
- Ensure necessary communication takes place
- Support the Business Continuity phase
- Support the Recovery and Resumption phase

15.2 Actions to Protect the Safety and Welfare of Staff, Visitors and the Public

15.2.1 The following actions will be taken to protect the immediate safety of staff, visitors and the public:

	ACTION	FUTHER INFO/DETAILS
1.	Evacuate the building if necessary	Use normal evacuation procedures for the building
2.	Ensure all staff report to the Assembly Point.	Use normal assembly points for the building
3.	Call emergency services (as appropriate)	TEL: 999
4.	Check that all staff, contractors and any visitors have been evacuated from the building and are present. Consider safety of all staff, contractors and visitors as a priority	Refer to Location Specific Business Continuity Plan
5.	Ensure log of incident is started and maintained throughout the incident phase	Use a decision and action log to do this
6.	Record names and details of any staff, contractors or visitors who may have been injured or distressed in the incident.	
7.	Forward details of any fatalities or injuries in the incident to HR/Crisis Response Team (depending on scale of incident) and agree action that will be taken.	CRT
8.	Assess impact of the incident to agree response / next steps	CRT

	ACTION	FUTHER INFO/DETAILS
9.	Log details of all items lost by staff, visitors etc as a result of the incident	Refer to Location Specific Business Continuity Plan
10.	Consider whether the involvement of other teams, services or organisations are required to support the management of the incident	Depending on the incident the following may be approached to assist with incident management: <ul style="list-style-type: none"> • HR • SHEQ • Legal • Security • FM • CRT

16 IT

16.1 As part of the Arcadis Global IT strategy, IT have transitioned all critical systems to centralised International Data Centres and cloud services so as not to have reliance on regional specific office locations. This means Arcadis no longer have any Business-Critical Systems running within any of the UK offices.

16.2 While some non-business critical file servers are still in the process of transitioning from local offices into our International Data Centre, in case of an incident in the local office, continued availability to this data is as provided as follows:

- standard backup/dr procedures apply. RTO/RPO 24 hours.
- Users can access this data using workplace.arcadis.com - People can use this to work from anywhere, their data is safe in our online backup system and we can provide read-only access to their data from the International Data Centre where the backup data is stored.

IT recommend that all project data should be stored within one of our cloud-based solutions: O365 SharePoint, BIM360 docs or ProjectWise. This removes dependency on any local storage solution, again enabling continuity in case of an incident in a local office.

17 IT - GUIDANCE IN THE EVENT OF AN INCIDENT

17.1 In the event of an IT incident in any of the Arcadis UK offices, please see below guidance for advice to staff on connecting to applications and data to allow them to continue working:

- If anyone requires access to applications or data running within the Arcadis network, they can already gain access as Arcadis IT provide remote access to our network via the following 2 methods to allow people to connect from any Internet connection, using any device:
 1. Arcadis Tunnel VPN (Tunnel.arcadis.com)
 2. Arcadis Virtual Workplace (workplace.arcadis.com)

17.2 For access to any data within cloud solutions e.g. O365, Oracle Sales Cloud, Oracle HCM, BIM360, ProjectWise these are available from any device with an internet connection. Here are the most common urls to use:

For O365 (email, Skype, OneDrive, SharePoint, Teams, Delve) : office@arcadis.com

you will be asked to enter your user name (@arcadis.com email address) and your password (network password) You will then get the asked for the 2 Factor Authentication code (assuming its enabled on your account)

the UK intranet : <https://arcadiso365.sharepoint.com/sites/ukintranet/>

This has links to most other apps eg Oracle, IT service desk.

18 EFFECTIVE COMMUNICATIONS

18.1 Arcadis staff contact information will be held electronically on the Everbridge system. HR will be responsible for regularly reminding all staff to check and update their personal information on HCM Oracle to ensure details are as accurate as possible.

18.2 Arcadis staff are encouraged to maintain their contact details appropriately to allow them to be communicated with during any incident. Failing to do so restricts the ability of the CRT to communicate emergency messages to them in the event of an on-going crisis.

18.3 Individual business units will maintain a list of key support providers. Office Directors should be aware that it is likely that support providers may only deal with nominated Arcadis personnel in the first instance therefore all contact should be initiated (where practicable) through a nominated representative.

18.4 In the event of a major incident, a member of the CRT is to be contacted. On the basis of the available information they will decide whether or not to invoke the CRP. If there is a need to formally convene the entire CRT they will arrange for members of the CRT and UKLT to be contacted.

18.5 It is recognised that incidents can occur which on initial assessment may not appear to be major incidents, but which may have the potential to escalate to such status. Accordingly, a standby mode will be declared in order that the availability of all members of the CRT, together with associated Managers who may need to be involved, can be determined and a decision on whether to fully or partially this plan will be made by either a member of the UKLT or other available members of the CRT.

18.6 CRT members on standby should therefore be prepared to make themselves available at short notice.

19 PRESS/MEDIA AND STAKEHOLDER LIAISON

19.1 The Communications Team will manage media relations and the dissemination of information to press, staff and families in the event of an incident. This will be the only approved information route. They will also liaise with all other relevant stakeholders.

19.2 Customer and other stakeholder communications are vital to manage the long-term reputation and viability of the business.

19.3 It is essential that whilst Arcadis staff play a key role in maintaining communications with their customers the message's that are sent out must be consistent and more importantly accurate. Communications work in a crisis is recognised as a specialist area and will be routed through a single point of contact.

19.4 In the event of any incident all requests for information must be directed through Communications to ensure that the appropriate tone and message is delivered at the right time. Communications will consult and agree with the nominated leader during any incident:

- Who is best to be Arcadis spokesperson?
- That spokesperson will be included as a member of the CRT (if not already a member).
- That spokesperson will be the single point of contact for all media enquiries.

19.5 In the event of the absence of the Communications Team the CRT will nominate a suitably trained senior staff member to undertake the communications role.

20 COMMUNICATIONS GUIDE

20.1 This guide is to assist Arcadis colleagues where they are in a circumstance where they are questioned by the media, or by any member of the public, in a public setting (for instance, who might be a member of a pressure group). It includes the possibility of an emergency situation. This might happen in one of the following circumstances:

1. that the colleague is attending a public event without expectation of being required to engage with media or the public;
2. that the colleague is contributing to a public event on the basis that they are SQEP in those particular circumstances, on the expected subject matter; or
3. that the colleague is identified in public as a company representative, or in some emergency situation, and/or is not anticipating an engagement.

20.2 Colleagues anticipating being at a public event should undertake suitable preparation, which might include discussions with Corporate Communications, to ensure that they understand company positions and can respond to anticipated questions.

20.3 Where an unanticipated question is asked, in any of these situations, it would be appropriate to obtain the phone number and email address of the questioner and promise to provide an answer at a later time.

20.4 In any exceptional situation, when it is judged that a failure-to-respond may in itself have a negative impact, the following guidance should be considered.

Table A - Media Golden Rules - Exceptional Situations

Buy Time / Be Prepared
1. Never speak to the media without seeking guidance, or without having prepared.
2. If an interview is requested unexpectedly, seek guidance from Corporate Communications before making any commitment.
3. Ask questions to understand the type of issues the media want answered, ahead of time so you can prepare appropriately.
4. Prepare well and remember <u>three</u> key points.
Remember
5. Don't speculate if you don't know the answer or company position and avoid saying "no comment". Be prepared to say, "sorry, I don't know the answer to that question, but I'll be happy to come back to you with an answer / refer you to a colleague who does."
6. Deception is reputationally fatal, so see point 5 if you don't know the answer or company position. If you believe that your answers are being mischaracterised, remain calm, say so, and offer a clarification. Alternative, restate the position in another way.
If something has gone wrong ...
7. Show concern: you and the company care about what has happened and the effect on any people involved.
8. Show commitment to find out what happened and put it right.
9. Show that the company has control of situation at most senior level.

- | |
|--|
| 10. Don't admit responsibility: it is the case with most emergency incidents, that it is appropriate for the matter to be fully investigated before liability can be determined. It is enough to demonstrate concern and a commitment to find out what happened (see 7 and 8). |
| 11. Where relevant, refer people to the emergency services or local authority for Public Safety Advice or Instructions. |

21 INTERNAL COMMUNICATIONS STRATEGY

21.1 During the response to a business disruption it is important that staff are kept fully informed of progress.

21.2 Staff directly affected by a business disruption will obviously be very concerned about the impact upon them personally.

21.3 Staff not directly affected by a business disruption also need to be kept informed of progress as they may be impacted upon e.g., they may need to take on additional work, be relocated to alternative accommodation, etc.

21.4 A clear, concise and accurate flow of information is essential; it will ensure that all staff are fully aware of developments and can work together to ensure that the organisation overcomes the Disruption. The severity of the business disruption will influence the level of detail and amount of information which needs to be issued to staff.

21.5 In the case of a business Disruption, it is the responsibility of each individual BU to continually monitor their own staff instructions and ensure that all appropriate personnel are aware of these fall-back arrangements.

If BU's require information to be relayed to the public then the BU should contact the Communications Team.

22 HR (INCORPORATING TALENT AND PEOPLE FIRST WHERE REQUIRED)

22.1 Membership of Team

- HR Director
- People First representative if required

22.2 Responsibilities of Team

- Respond to requests from Business Units in respect of seconding staff from less-time-critical activities to high priority activities as appropriate
- Maintain database of key staff skills
- Establish system for recording those staff transferred to higher priority duties due to a business disruption
- Make recommendations for consideration by the CRT in respect of making changes to current Staffing Policies to enable Arcadis to respond to disruptions appropriately

22.3 Location of Team

The Team will meet on an 'as-and-when' basis when the Plan is activated.

The Team will meet in their normal offices, if available. If normal offices are not available, the Team will muster at a location to be decided at the time of the disruption. The Team will also have the ability to use 'SecureBridge' for secure messaging; this is part of the Everbridge crisis response platform.

23 CRISIS RESPONSE TEAM



23.1 Responsibilities of the Crisis Response Team

- To manage and coordinate the activities associated with the activation of the Business Continuity Plan
- To communicate with and supply progress reports to the UKLT
- Formulate a tactical plan which takes account of all available information, including any pre-determined plans, and anticipated risks
- Determine priorities for allocating available resources
- Anticipate likely future resource needs, taking account of the possible escalation of the impact of the disruption
- Liaise with the emergency services

23.2 Location of the Crisis Response Team

The Team will meet on an 'as-and-when' basis when the Plan is activated. The Team will communicate via the following;

Option One	Using telephone communications, including the use of SecureBridge.
Option Two	Convene in the board room, Arcadis House, London.

24 RECOVERY AND RESUMPTION (BAU)

24.1 The purpose of the recovery and resumption phase is to resume normal working practice for Arcadis. Where the impact of the incident is prolonged, normal operations may need to be delivered under new circumstances e.g. from a different building.

Recovery and Resumption Actions

	ACTION	FUTHER INFO/DETAILS
1.	Agree and plan the actions required to enable recovery and resumption of normal working practises	Agreed actions will be detailed in an action plan and set against timescales with responsibility for completion clearly indicated.
2.	Continue to log all expenditure incurred as a result of the incident, where required	Finance
3.	Respond to any long terms support needs of staff	Depending on the nature of the incident, the Crisis Response Team may need to consider the use of Counselling Services e.g. internal Occupational Health involvement or appropriate External Agencies
4.	Carry out a 'debrief' of the incident and complete an Incident Report to document opportunities for improvement and any lessons identified	Use an Incident Report Form to do this. This should be reviewed by all members of the Crisis Response team to ensure key actions resulting from the incident are implemented within designated timescales
5.	Review this Continuity Plan in light of lessons learned from incident and the response to it	Implement recommendations for improvement and update this Plan. Ensure a revised version of the Plan is read by all members of the Crisis Response Team
6.	Publicise that there is now 'business as usual'	Using the Everbridge System

24.2 Following a major incident involving the Emergency Services control for the site / incident will be handed back to Arcadis. The CRT will accept / hand over on behalf of Arcadis.

24.3 The CRT will be responsible for managing any short-term building or service recovery under the auspices of the buildings Facilities Management Team and for ensuring hand over is carried out without loss of control.

24.4 Establishing recovery timelines for IT hardware and software is a significant challenge as there are variables such as nature of the scenario or incident type, levels of impacts (including impact areas) e.g. Active directory being lost would have a higher impact as it affects all aspects of Arcadis IT as opposed to the loss of a single file server which may only require the recovery of a defined amount of data.

24.5 Rather than attempt to create a complicated recovery matrix the appropriate members of the IT Infrastructure Team will provide the CRT with an assessment of the damage including impact assessment and recovery times; it is the responsibility of the CRT to prioritise how and where resources should be directed and the priority for business recovery.

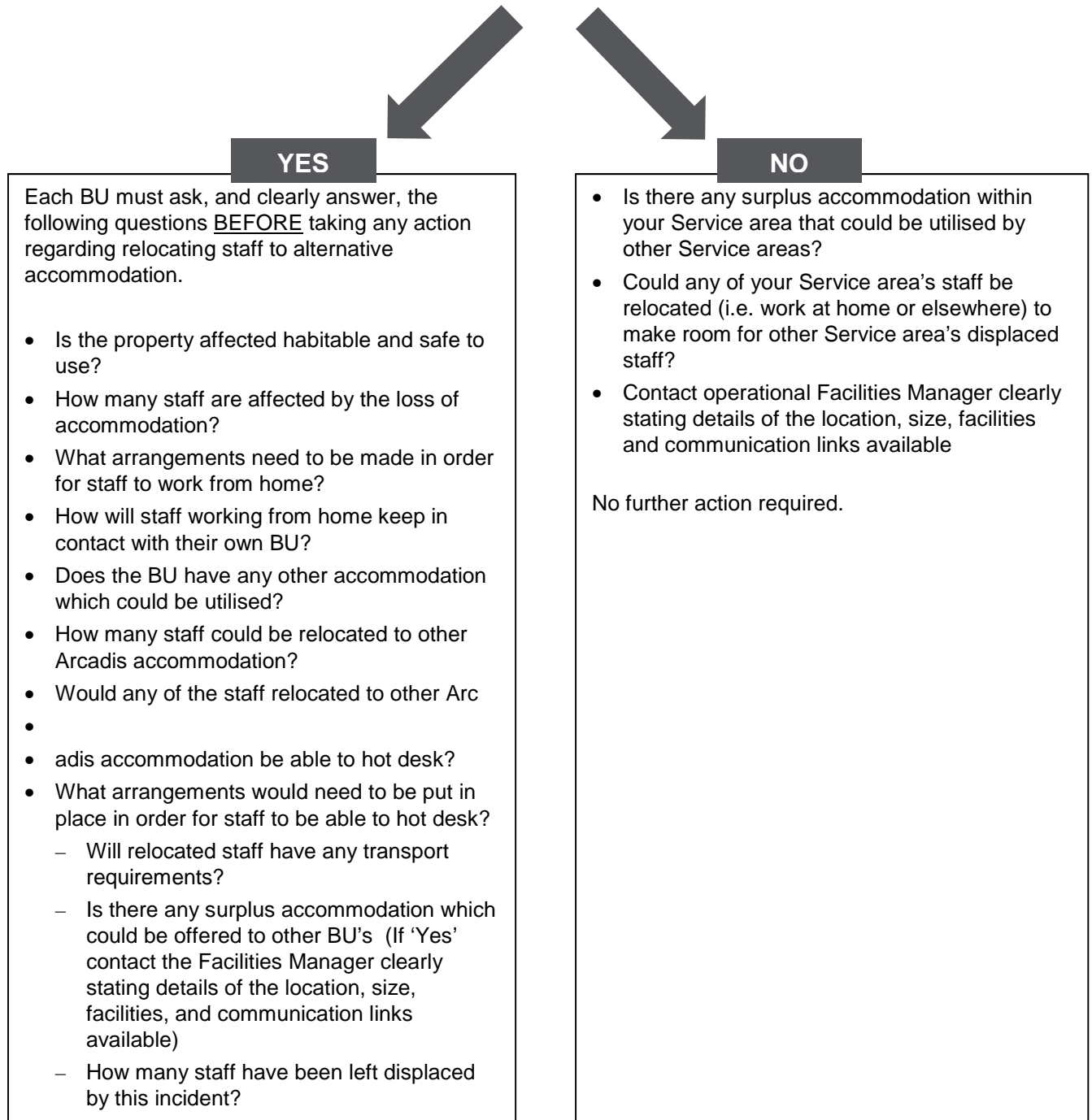
Following any major or significant incident the CRT will conduct a review of the implementation of the Business Continuity Plan and the outcomes of the incident to ensure continuing best practice and compliance with all relevant legislation, Arcadis policy and/or procedures. Any such review will, where required be reported to the UKLT Team.

25 OFFICE LOCATIONS STRATEGY

During activation of the Plan, it is important that the BU's ensure the Office Locations Strategy is followed as outlined below:

Individual BU Initial Assessment (Action by All BU's)

Is your BU affected by the business disruption?



Appendix A

First Meeting Agenda

TIME AND PLACE:

ATTENDEES:

CHAired BY:

No	Item	Action	Action by Who	Action by When
1	Analysis of Impact Brief team on incident, severity and impact of disruption.			
2	Confirm Roles Agree roles and responsibilities of staff during the disruption. If required revise roles and determine if additional staff/deputies are required. Identify additional team members that may be required Stand down members not required			
3	Confirm Key Contacts at Scene of Disruption Main points of contact for ongoing information updates			
4	Logs Ensure individual logs in place (written record of significant events throughout the crisis and written record of all communications)			
5	Recovery Management Review recovery priorities Determination of support requirement			

No	Item	Action	Action by Who	Action by When
6	Welfare Issues Have members of staff, visitors or third parties been injured? What is their location? What immediate support and assistance is required? What ongoing support and assistance might be required?			
7	Communications Who should we inform? Are Arcadis' Media and Communications Officers required? Are additional Public Relations/Media advisors required? Determine which, if any external regulatory bodies should be notified. Determine any internal communications that need to take place (other sites, affected services etc.).			
8	Media Strategy Determine the media strategy to be implemented. What is the story? What is the deadline?			
9	Legal Perspective Determine what legal action or advice is required.			
10	Insurance Position Determine whether insurance cover is available and if so, how best to use the support it may provide.			
11	Next meeting Date, time, place and attendees of next meeting			

Appendix B

Team Task Sheet

Standby:

- Obtain fullest details from caller and request further information as required
- Locate copy of Location Specific Business Continuity Plan
- Start individual event log – ensure it is maintained throughout the disruption period

Implement:

- Muster team
- Start team log
- Ensure that any individuals under your area of authority are fully briefed
- Agree timing of future meetings
- Agree holding statement with CRT
- Agree spokespersons with CRT
- Ensure Arcadis's current position is communicated to all media outlets through Communications
- Deal with all incoming press enquiries
- Establish a comprehensive record keeping system monitoring all incoming/outgoing media related material
- Ensure website is kept current with information about the disruption as appropriate
- Issue regular progress statements to relevant independent contractors
- Ensure any internal communications to staff are disseminated and marked with appropriate confidentiality statements
- Ensure all Business Units follow the Internal Communications Strategy

Stand Down:

- Ensure all staff are stood down and arrange for debrief

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A decorative graphic consisting of three thin orange lines. One line is horizontal, extending across the width of the page. Two other lines are diagonal, starting from the bottom left and extending towards the top right, intersecting the horizontal line.