



Locality
33 Corsham Street
London
N1 6DR

22 December 2017

Contract Number: CPD/004/117/081

CONTRACT AWARD LETTER

CONTRACT FOR THE 2018 – 2022 NEIGHBOURHOOD PLANNING SUPPORT SERVICES

OJEU REF: 2017/S 181-370806

1. The documents listed below form a binding contract (the “Contract”) between Locality with offices at 33 Corsham Street, London, N1 6DR (the “Contractor”) and the Secretary of State for the Department for Communities and Local Government (“DCLG”):
 - i. this Contract Award Letter;
 - ii. the Specification (Annex A);
 - iii. the Contract Terms and Conditions (Annex B);
 - iv. the Price Schedule (Annex C);
 - v. the Contractor’s Clarification Responses dated 24 Nov 2017 (Annex D)
 - vi. the Contractor’s Tender (Annex D1).
2. In the event of conflict between any of the documents forming the Contract, the conflict shall be resolved by giving precedence to the documents in the order set out above.
3. In consideration of the full and proper performance by the Contractor of this Contract and subject to the other terms of this Contract, DCLG shall pay the prices, rates and expenses specified in the Price Schedule (Annex C).

Contract Term

4. The “Effective Date” of the Contract shall be **8th January 2018**. Subject to any termination provisions within the Contract, the initial term of the Contract shall commence on **1st April 2018** (the “Commencement Date”) and shall terminate on **31st March 2022**. DCLG reserves the right to extend the term of the Contract by up to 12 months by giving the Contractor not less than 3 months written notice. DCLG cannot guarantee any extension.
5. Not used.



Prices and Invoicing

6. The Contractor's approved maximum costs for the initial term of the Contract shall not exceed any maximum costs as stated in the Price Schedule (Annex C) and shall not exceed the maximum budget for the initial term of the Contract (£22,409,000 (inclusive of Value Added Tax (VAT))). The costs and rates in the Price Schedule (Annex C) shall remain firm for the initial term of the Contract. The maximum budget and the Contractor's approved maximum cost for the extended term of the Contract will be agreed in accordance with Clause A5 (Amendments and Variations) and Clause D3 (Variation of the Services) of the Contract Terms and Conditions (Annex B). In accordance with the Specification (Annex A) DCLG reserves the right to re-profile, increase or decrease annual costs and budgets, and for the Contract overall.
7. Payment for services shall be in accordance with the Price Schedule (Annex C).
8. All invoices are to be submitted to: CP2P Team, DCLG, 4th Floor, High Trees, Hillfield Road, Hemel Hempstead, HP2 4XN.
9. Invoices must quote DCLG's contract number and purchase order number (to be confirmed) and an appropriate description. Failure to do so may result in a delay in payment for which DCLG cannot be held responsible.
10. Invoices must also quote DCLG's vendor number. If the Contractor has not received a vendor number, the Contractor should complete a SAP7B form (available on request) and send it to DCLG's Commercial Representative.

Contract Representatives

11. DCLG's representatives for this Contract are:

Commercial Representative:

-

Commercial Advisor
Department for Communities and Local Government
1st Floor, Fry Building,
2 Marsham Street
London
SW1P 4DF

Tel: -. Email: -

Contract Manager:

-

Department for Communities and Local Government
3rd Floor, Fry Building,
2 Marsham Street
London
SW1P 4DF

Tel: -. Email: -



12. The Contractor's representatives for this Contract are:

Commercial Representative:

-

CEO
Locality
33 Corsham Street
London
N1 6DR.

Tel: -. Mob: -. Email: -

Contract Manager:

-

Director of Services
Locality
33 Corsham Street
London
N1 6DR

Tel: - . Email: -



13. The Key Personnel are as follows:

Locality

Name	Role
<REDACTED>	<REDACTED>
<REDACTED>	<REDACTED>
<REDACTED>	<REDACTED>
<REDACTED>	<REDACTED>
<REDACTED>	<REDACTED>
<REDACTED>	<REDACTED>
<REDACTED>	<REDACTED>
<REDACTED>	<REDACTED>
<REDACTED>	<REDACTED>
<REDACTED>	<REDACTED>
<REDACTED>	<REDACTED>
<REDACTED>	<REDACTED>
<REDACTED>	<REDACTED>
<REDACTED>	<REDACTED>
<REDACTED>	<REDACTED>
<REDACTED>	<REDACTED>
<REDACTED>	<REDACTED>
<REDACTED>	<REDACTED>
<REDACTED>	<REDACTED>
<REDACTED>	<REDACTED>

Sub-Contractors

Specialism	Team Lead
<REDACTED>	<REDACTED>
<REDACTED>	<REDACTED>
<REDACTED>	<REDACTED>
<REDACTED>	<REDACTED>
<REDACTED>	<REDACTED>
<REDACTED>	<REDACTED>
<REDACTED>	<REDACTED>
<REDACTED>	<REDACTED>
<REDACTED>	<REDACTED>
<REDACTED>	<REDACTED>
<REDACTED>	<REDACTED>
<REDACTED>	<REDACTED>



Tax

14. DCLG may consult Her Majesty's Revenue and Customs (HMRC) for advice as to whether Schedule D or E tax applies to payments made under this Contract. The decision will be based upon the content of the Contract. Copies of the Contract may be submitted to HMRC. As there may be some delay before the decision is made, it may be necessary for DCLG to deduct tax from early payments under the Contract. Such tax will be refunded if HMRC advise that Schedule D tax applies.

Premises

15. The Premises where the Services are to be performed are as set out in the Specification (Annex A), the Contractor's Clarification Responses (Annex D) and the Contractor's Tender (Annex D1).

Change Control Procedures

16. The change control procedures are as set out in Clause A5 (Amendments and Variations) and Clause D3 (Variation of the Services) of the Contract Terms and Conditions (Annex B).

Acceptance Procedures

17. The acceptance procedures are as set out in the Specification (Annex A) and the Price Schedule (Annex C).



Execution

18. The Parties have executed and delivered this Contract as of the Effective Date.

Signed _____

Signed _____

Name _____

Name _____

Position _____

Position _____

Date _____

Date _____

for and on behalf of the
Secretary of State for
Communities and Local Government

for the Contractor

Please confirm acceptance of this Contract as soon as possible by signing and returning this document to - at the address above or via email. DCLG will accept a signed hard copy.