



Framework: Collaborative Delivery Framework
Supplier: Jeremy Benn Associates Ltd
Company Number: 03246693

Geographical Area: South East
Project Name: Shoreham Adur Tidal Walls – W1 Soldiers P
Project Number: ENVIMSO000648

Contract Type: Professional Service Contract
Option: Option C

Contract Number: 36262

Stage: OBC_to_FBC

Revision	Status		Originator		Reviewer	

nt

oint – Detailed De

Date

Requirement

Compulsory	Contract Name
Compulsory	Project Name
Compulsory	SOP Project Code
Compulsory	SOP Task Code
Compulsory	Contract Option
Complete after PO is raised	Purchase Order Number
Complete after Contract is published on Bravo	Contract number
Compulsory	Geographic Area
Compulsory	Delivery Hub / CDT
Compulsory for raising a Requisition for a PO	Project Executive Name
Compulsory for raising a Requisition for a PO	Commercial Lead (DGC or CSM):
	FastDraft User(s) (lines 12 and below?)
PSC Only ; Compulsory	Client Service Manager
PSC Only ; Optional	Client FastDraft View
PSC Only ; Compulsory	Consultant Manager
PSC Only ; Compulsory	Consultant Manager (email address)
PSC Only ; Compulsory	Consultant FastDraft Application for Payment access
PSC Only ; Optional	Consultant FastDraft View
ECC Only ; Compulsory	ECC PM Manager
ECC Only ; Optional	ECC PM FastDraft View
ECC Only ; Optional	Supervisor
ECC Only ; Compulsory	Contractor Contracts Manager

ECC Only ; Compulsory	Contractor Contracts Manager (email address)
ECC Only	Contractor FastDraft Application for Payment access
ECC Only; Optional	Contractor FastDraft View
Compulsory	Framework
CDF & CSF Only	Lot Number
Compulsory	EA Project Manager
Compulsory	Supplier
Compulsory	Contract Value
Compulsory	Stage of delivery
Expected on CDF	Partner contract
Compulsory	Commencement date
Compulsory	Completion date
Optional	Are sectional completion dates used?
Compulsory	Are additional compensation events used?
Compulsory	Defects Period (weeks)
Compulsory	Delay Damages Amount (£) and unit
Compulsory to check	Sectional Delay Damages
Only if applicable	Sectional Completion - section 1
Only if applicable	Sectional Completion - section 2
Only if applicable	Sectional Completion - section 3
Only if applicable	Sectional Completion - section 4
Only if applicable	Sectional Completion - section 5
Only if applicable	Sectional Completion - section 6
Only if applicable	Sectional Completion - section 7

Only if applicable

Sectional Completion - section 8

Only if applicable

Sectional Completion - section 9

Only if applicable

Sectional Completion - section 10

Only if applicable

Sectional Completion - section 11

Only if applicable

Sectional Completion - section 12

Only if applicable

Sectional Completion - section 13

Only if applicable

Sectional Completion - section 14

Only if applicable

Sectional Completion - section 15

Only if applicable

Sectional Completion - section 16

Only if applicable

Sectional Completion - section 17

Only if applicable

Sectional Completion - section 18

Only if applicable

Sectional Completion - section 19

Only if applicable

Sectional Completion - section 20

The Contract must be submitted to y
Commercial Services Manager before

Incomplete contracts will be returned

Collect / Refresh Data

Clear Data

Shoreham Adur Tidal Walls – W1 Soldiers Point – Detailed Design

ENVIMSO000648

Option C

36262

Kent, South London and East Sussex (KSL)

South East

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[illegible]

your Porfolio Assurance and Support
a submission for upload by CSO/BSO.

for proper completion before upload.

Guidance

Automatically drawn from your contract

Manually enter

Align with project name on Procurement Strategy

Automatically drawn from your contract

(format ENVXXXXXXXX)

A different 'Task Code' will be needed for each gateway that the project goes through (e.g. SOC, OBC, FBC)

Automatically drawn from your contract

(Typically Options would be Option A, C or E)

This can be entered after the contract is formed and uploaded. The CSO/BSO will do this

This number is obtained from Bravo, obtain from your DGC colleague

Automatically drawn from the Framework coverage (National if CSF, M&M or M&C / Regional if CDF) (Contract selection tab)

Automatically drawn from the dropdown in the contract

Manually enter

Manually enter

Manually enter

The Service Manager is the single person role included in the Contract who will manage the contract on FastDraft

Those individuals from the Client organisation who will have view access on FastDraft, but do not manage the contract ('viewer' role is needed on all contracts)

The Consultant Manager is the single person role included in the Contract who will manage the contract on FastDraft

Insert email address

Those individuals from the Consultant organisation who will enter the Application for Payment onto FastDraft, but do not manage the contract

Those individuals from the Consultant organisation who will have view access on FastDraft, but do not manage the contract

The ECC Project Manager is the single person role included in the Contract who will manage the contract on FastDraft

Those individuals from the ECCPM organisation who will have view access on FastDraft, but do not manage the contract

The ECC Supervisor is the single person role included in the Contract who will undertake that role for the contract on FastDraft

The ECC Supervisor is the single person role included in the Contract who will undertake that role for the contract on FastDraft

Insert email address

Those individuals from the Contractor's organisation who will enter the Application for Payment onto FastDraft, but do not manage the contract

Those individuals from the Contractor's organisation who will have view access on FastDraft, but do not manage the contract

Automatically drawn from the selected Framework in the contract

Click adjacent cell and Use Dropdown:

Lot a / Lot 2

Automatically drawn from the named EA Project Manager (Data Part 1 (input))

Automatically drawn from the selected Supplier in the contract
(Company Name)

ESSENTIAL FIELD: Option A or C the Total of the Prices. Option E the Forecast Total of the Defined Cost plus Fee

Click adjacent cell and Use Dropdown: Selection will be in accordance with the options available for the respective framework

Used only on CDF, this is the Contract number for the contracts linked that Project incentivisation

ESSENTIAL FIELD: Automatically drawn - must be the date included in the signed contract

ESSENTIAL FIELD: Automatically drawn - must be the date included in the signed contract

Automatically drawn from the contract if option X5 has been used
(Yes / No)

Automatically drawn from the contract if Section 6 of Contract Data Part 1 (input) has been used (Yes / No)

Automatically drawn from your contract
(Number of weeks)

Automatically drawn from the contract if option X7 has been used
(£ per day)

Automatically drawn from the contract if option X5 and X7 has been used
(Apply / Do Not Apply)

Automatically drawn from your contract
(Sectional location and value)

Automatically drawn from your contract
(Sectional location and value)

Automatically drawn from your contract
(Sectional location and value)

Automatically drawn from your contract
(Sectional location and value)

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(Sectional location and value)

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(Sectional location and value)

Automatically drawn from your contract
(Sectional location and value)

Automatically drawn from your contract
(Sectional location and value)

Signature Box

--

Name

Date

1 General

The Consultant is

Jeremy Benn Associates Ltd

1 Broughton Park Old Lane North
Broughton
Skipton
North Yorkshire
BD23 3FD

The key persons are

Project Manager
Responsible for day-to-day management of the project
Civil Engineer
5 years consultancy experience

Project Director
Direction, QA, reourcing, programme management
10 years consultancy experience

insert name
insert job
insert responsibilities
insert qualifications
insert experience

insert name
insert job
insert responsibilities
insert qualifications
insert experience

insert name
insert job
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insert name
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insert name
insert job
insert responsibilities
insert qualifications
insert experience

The following matters will be included in the Early Warning Register;

The document review (technical summary of previous studies) may identify wider issues pertaining to the root cause of beach lowering, which are not

insert details

insert details

insert details
insert details
insert details
insert details

3 Time

1075-RAM-ZZ-XX-PR-CM-00501-WP-03.mpp

5 Payment

SATW W1 Soldiers Point - Activity Schedule.pdf
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£89,077.12

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

--

JBA Consulting
1 Broughton Park
Old Lane North
Broughton
Skipton
BD23 3FD

--

--

JBA Consulting
West Point
Peterborough Business Park
Peterborough
PE2 6GG
insert address

--

Jeremy Benn Associates Ltd

Email address for communications

The *fee percentage* is

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

Name (3)

Job

Responsibilities

Qualifications

Experience

Name (4)

Job

Responsibilities

Qualifications

Experience

Name (5)

Job

Responsibilities

Qualifications

Experience

Name (6)

Job

Responsibilities

Qualifications

Experience

Name (7)

Job

Responsibilities

Qualifications

Experience

The programme identified in the Contract Data is;

The *activity schedule* is

The *Client* set total of the Prices is

Name (1)

address Line 1
address Line 2
address Line 3
address Line 4
address Line 5
address Line 6

Email address for communications

Name (2)

address Line 1
address Line 2
address Line 3
address Line 4
address Line 5
address Line 6

Email address for communications

Name and address etc. of *Consultant*

Enter email address

Insert the relevant framework tendered *fee percentage*

Name the *key persons* to be working on the contract

These are items which could affect the total of the Prices or delay Completion, which are known about at the time of completing this Contract Data

This is optional and is inserted if a programme is being initially provided

Only include and complete if *activity schedule* Options A or C

Enter postal address

Enter email address

Enter postal address

Enter email address

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

Project Name Shoreham Adur Tidal Walls – W1 Soldiers Point – Detailed Design

Project Number ENVIMSO000648

This contract is made on 02 August 2022
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") between the *Client* and the *Consultant* in relation to the Collaborative Delivery Framework. The Framework Schedules are incorporated into this Contract by reference.
- Schedules 1 to 22 inclusive of the Framework schedules are relied upon.
- The following documents are incorporated into this contract by reference:
 - Shoreham Adur Tidal Walls W1 Soldiers Point Detailed Design PSC Schedule

Part One - Data provided by the *Client*

Statements given in all Contracts

1 General

The *conditions of contract* are the core clauses and the clauses for the form of the NEC4 Professional Service Contract June 2017.

Main
Option

Option C

Option for resolving and
avoiding disputes

Secondary Options

X2: Changes in the law

X7: Delay damages

X9: Transfer of rights

X11: Termination by the *Client*

X18: Limitation of liability

X20: Key Performance Indicators

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

Z: Additional conditions of contract

The *service* is The Consultant shall provide a detailed des
to be priced and

The *Client* is Environment A

Address for communications Horizon House
Deanery Rd
BS1 5AH

Address for electronic communications [REDACTED]

The *Service Manager* is [REDACTED]
Address for communications Guildbourne H

Address for electronic communications [REDACTED]

The *Scope* is in
Shoreham Adur Tidal Walls W1 Soldiers Point Detailed Design PSC Sco

The *language of the contract* is English

The *law of the contract* is
the law of England and Wales, subject to the jurisdiction of the courts of

The period for reply is 2 weeks

The *period for retention* is 6 years following Com

The following matters will be included in the Early Warning Register
Possibility that previous studies contain incorrect information.

Early warning meetings are to be held at intervals no
longer than

2 The *Consultant's* main responsibilities

The *key dates* and *conditions* to be met are
conditions to be met

'none set'

'none set'

'none set'

The *Consultant* prepares forecasts of the total Defined Cost plus Fee and *expenses* at intervals no longer than

3 Time

The *starting date* is

The *Client* provides access to the following persons, places and things:
access

FastDraft

Asite

SharePoint

The *Consultant* submits revised programmes at intervals no longer than

The *completion date* for the whole of the *service* is

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is

4 Quality management

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is

The period between Completion of the whole of the *service* and the *defects date* is

5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

The *Client* set total of the Prices is £89,077.12

The *expenses* stated by the *Client* are as stated in Schedule 9

The *interest rate* is 2.00% per annum (not less than 2)

Base rate of the Bank of Engl

The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are All L

If Option C is used The *Consultant's share percentages* and the *share ranges* are:

	share range		
less than	80 %		
from	80 %	to	120 %
greater than		120 %	

Co

6 Compensation events

These are additional compensation events

1. 'not used'
2. 'not used'
3. 'not used'
4. 'not used'
5. 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

1. 'not used'
2. 'not used'
3. 'not used'

The minimum amount of cover and the periods for which the *Consultant*

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING THE WHOLE OF THE
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£5,000,000 in respect of each claim, without limit to the number of claims	12 years a

Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	£15,000,000 in respect of each claim, without limit to the number of claims	12 years a
Death of or bodily injury to the employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	<i>Legal minimum</i> in respect of each claim, without limit to the number of claims	<i>For the peric</i>
The <i>Consultant's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than the excluded matters is limited to	£5,000,000	

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Adjudicator* is
Address for communications

'to be confirm
'to be confirm

Address for electronic communications

['to be confirm](#)

The *Adjudicator nominating body* is

The Institution

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.

Delete the text of clause 60.1(12) and replaced by:

The *service* is affected by any of the following events

- War, civil war, rebellion, revolution, insurrection, military or usurped power;
- Strikes, riots and civil commotion not confined to the employees of the *Consultant* and sub consult
- Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the nuclear fuel,
- Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device,
- Natural disaster,
- Fire and explosion,
- Impact by aircraft or other aerial device or thing dropped from them.

Z3 Disallowed Costs

Add the following in second bullet of 11.2 (18) add:

(including compensation events with the Subcontractor, i.e. payment for work that should not have been paid) Add the following additional bullets after 'and the cost of ' :

- Mistakes or delays caused by the *Consultant's* failure to follow standards in Scopes/quality plans
- Reorganisation of the *Consultant's* project team
- Additional costs or delays incurred due to *Consultant's* failure to comply with published and known document formats
- Exceeding the Scope without prior instruction that leads to abortive cost
- Re-working of documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetic errors
- Production or preparation of self-promotional material
- Excessive charges for project management time on a commission for secondments or full time appointment more than 5% of commission value)
- Any hours exceeding 8 per day unless with prior written agreement of the *Service Manager*
- Any hours for travel beyond the location of the nearest consultant office to the project unless previously agreed with the *Service Manager*
- Attendance of additional individuals to meetings/ workshops etc who have not been previously invited by the *Manager*
- Costs associated with the attendance at additional meetings after programmed Completion, if delay attributable to *Consultant* performance
- Costs associated with rectifications that are due to *Consultant* error or omission
- Costs associated with the identification of opportunities to improve our processes and procedures for the project through the *Consultant's* involvement
- Was incurred due to a breach of safety requirements, or due additional work to comply with safety requirements
- Was incurred as a result of the *Client* issuing a Yellow or Red Card to prepare a Performance Improvement Plan
- Was incurred as a result of rectifying a non-compliance with the Framework Agreement and/or contracts following an audit

Z4 Share on termination

Delete existing clause 93.3 and 93.4 and replace with:

93.3 In the event of termination in respect of a contract relating to services there is no *Consultant's* share of the profit.

Z6 The Schedule of Cost Components

The Schedule of Cost Components are as detailed in the Framework Schedule 9.

Z7 Consultant's share

Delete existing clauses 54 and 93.3 and replace with:

54.1 The *Service Manager* assess the *Consultant's* share of the difference between the Aggregated Total of the Prices and the Aggregated Price for Service Provided to Date.

The difference is divided into increments falling within each of the *share ranges*. The limits of a share range are the Aggregated Price for Service Provided to Date divided by the Aggregated Total of the Prices, expressed as a percentage. The *Consultant's* share equals the sum of the products of the increment within each share range and the *Consultant's share percentage*.

54.2 If the Aggregated Price for Service Provided to Date is less than the Aggregated Total of the Prices, the *Consultant* is paid its share of the saving. If the Aggregated Price for Service Provided to Date is greater than the Aggregated Total of the Prices, the *Consultant* pays its share of the excess.

54.2A If, prior to Completion of the whole of the service, the Price for Service Done to Date exceeds the Aggregated Total of the Prices, the amount in excess of 111% of the total of the Prices is retained from the *Consultant*.

54.3 If, prior to the Completion Date, the Price for Service Provided to Date exceeds 110% of the total of the Prices, the amount in excess of 110% of the total of the Prices is retained from the *Consultant*.

54.4 The *Service Manager* makes a preliminary assessment of the *Consultant's* share at Completion of the service using forecasts of the final Aggregated Price for Service Provided to Date and the final Aggregated Total of the Prices. This share is included in the amount due following Completion of the whole of the services.

54.5 The *Service Manager* makes a final assessment of the *Consultant's* share, using the final Aggregated Price for Service Provided to Date and the final Aggregated Total of the Prices. This share is included in the final amount due.

93.3 If there is a termination except if Z4 applies, the *Service Manager* assesses the *Consultant's* share of the cost of the termination. The assessment uses as the Aggregated Price for Service Provided to Date the sum of

- the total of
 - the Defined Cost which the *Consultant* has paid and
 - which it is committed to pay for work done before termination

and

- the total of
 - the Defined Cost which the *Consultant* or *Contractor* has paid and
 - which it is committed to pay

in the *partner contract* before the date the termination certificate is issued under this contract.

The assessment uses as the Aggregated Total of the Prices the sum of

- the total of
 - the lump sum price for each activity which has been completed and
 - a proportion of the lump sum price for each incomplete activity which is the proportion of the work which has been completed

and

- the total of
 - the lump sum price for each activity which has been completed and
 - a proportion of the lump sum price for each incomplete activity which is the proportion of the work which has been completed

in the *partner contract* before the date the termination certificate is issued under this contract.

Add:

11.2(25) The Aggregated Total of the Prices is sum of

- the total of the Prices and
- the total of the Prices in the *partner contract*

11.2(26) The Aggregated Price for Service Provided to Date is the sum of

- the Price for Service Provided to Date and
- the sum of the Prices for Service Provided to Date in the *partner contract*

Z23 Linked contracts

Issues requiring redesign or rework on this contract due to a fault or error of the *Consultant* will not be a cost under this contract or any subsequent contract, nor will it be a Compensation event under this contract or any subsequent contract under this project or programme.

Z24 Requirement for Invoice

Add the following sentence to the end of clause 51.1:

The Party to which payment is due submits an invoice to the other Party for the amount to be paid with the *Service Manager's* certificate.

Delete existing clause 51.2 and replace with:

51.2 Each certified payment is made by the later of

- one week after the paying Party receives an invoice from the other Party and
- three weeks after the assessment date, or, if a different period is stated in the Contract Data, with

If a certified payment is late, or if a payment is late because the *Service Manager* has not issued a certificate, interest is paid on the late payment. Interest is assessed from the date by which the payment should have been made until the date when the late payment is made, and is included in the first assessment of late payment is made

Z25 Risks and insurance

The *Consultant* is required to submit insurances annually as Clause Z4 of the Framework Agreement

greement”) dated 01st day of April 2019 between the
mework. The entire agreement and the following

on within this contract.

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ollowing main Option, the Option for resolving and avoiding disputes and secondary Options of

W2

ion Act 1996

ign and associated information such that it meets the project objectives and enables the scheme
d constructed under an NEC4 Engineering and Construction Contract.

Agency

:

[@environment-agency.gov.uk](mailto:environment-agency.gov.uk)

ouse | Chatsworth Road | Worthing | BN11 1LD

[@environment-agency.gov.uk](mailto:environment-agency.gov.uk)

pe_2.1

: England and Wales

pletion or earlier termination

2 weeks

key date

'none set'

'none set'

'none set'

4 weeks

02 August 2022

5
access date

02 August 2022

02 August 2022

02 August 2022

4 weeks

26 May 2023

4 weeks

4 weeks

26 Weeks

above the

and

JK Offices

nsultant's share percentage

0 %

as set out in Schedule 17

as set out in Schedule 17

maintains insurance are

DURING COMPLETION OF THE
E *SERVICE* OR TERMINATION

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Secondary Options

OPTION X2: Changes in the law

The *law of the project* is the law of England and Wales, subject to the jurisdiction of England and Wales

OPTION X7: Delay damages

X7 only Delay damages for Completion of the whole of the *service* are £49.48 per day

OPTION X18: Limitation of liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited £1,000,

The *Consultant's* liability to the *Client* for Defects that are not found until after the is limited to

£5,000,

The *end of liability* date is 6 years after the Completion of the whole of the *service*

OPTION X20: Key Performance Indicators (not used with Option X12)

The *incentive schedule* for Key Performance Indicators is in Sched

A report of performance against each Key Performance Indicator is provided at int 3 mc

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

The period for payment is 14 days after the date on which paym due

Y(UK)3: The Contracts (Rights of Third Parties Act) 1999

term beneficiary

Not use

Not use

Not use

Not use

of the courts

per day

to

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e *defects date*

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onths

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Part Two - Data provided by the *Consultant*

Completion of the data in full, according to the Options chosen, is essential to create a complete

1 General

The *Consultant* is

Name

Jeremy Benn Associates Ltd

Address for communications

1 Broughton Park Old Lane North
Broughton
Skipton
North Yorkshire
BD23 3FD

Address for electronic communications

[REDACTED]

The *fee percentage* is

Option C

[REDACTED]

The *key persons* are

Name (1)

[REDACTED]

Job

Project Manager

Responsibilities

Responsible for day-to-day management of the project

Qualifications

Civil Engineer

Experience

5 years consultancy experience

Name (2)

[REDACTED]

Job

Project Director

Responsibilities

Direction, QA, reourcing, programme management

Qualifications

[REDACTED]

Experience

10 years consultancy experience

Name (3)

Job

Responsibilities

Qualifications

Experience

Name (4)

Job

Responsibilities

Qualifications

Experience

Name (5)

Job

Responsibilities

Qualifications

Experience

Name (6)

Job

Responsibilities

Qualifications

Experience

Name (7)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

The document review (technical summary of previous s

3 Time

The programme identified in the Contract Data is

1075-RAM-ZZ-XX-PR-CM-00501-WP-03.mpp

5 Payment

The *activity schedule* is

SATW W1 Soldiers Point - Activity Schedule.pdf

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

Address for communications

JBA Consulting
1 Broughton Park
Old Lane North
Broughton
Skipton
BD23 3FD

Address for electronic communications

Name (2)

Address for communications

JBA Consulting
West Point
Peterborough Business Park

Peterborough
PE2 6GG

Address for electronic communications



contract.

:


studies) may

Contract Execution

Client execution

Signed Underhand by [PRINT NAME]

for and on behalf of the Environment Agen



03/08/2022

SignatureDate


Senior Commercial Lead

Role

Consultant execution

Signed Underhand by [PRINT NAME]

for and on behalf of Jeremy Benn



03/08/2022

SignatureDate

Director

Role

cy

Associates Ltd
