

2nd December 2025

JCT Consultancy Agreement (Public Sector) 2024 (CA 2024) Schedule of
Amendments
relating to
the water strategy programme

The Secretary of State for Education ⁽¹⁾ and
Ove Arup & Partners Ltd ⁽²⁾

**JCT Consultancy Agreement (Public Sector) 2024 (CA 2024)
incorporating Schedule of Amendments**

The Contract shall comprise the JCT Consultancy Agreement (Public Sector) 2024 (CA 2024), subject to the amendments in this Schedule of Amendments, and shall be construed accordingly.

Agreement

THIS CONTRACT is made on *2nd December* 2025

BETWEEN:

- (1) **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the "**Client**")
- (2) **OVE ARUP & PARTNERS LIMITED** (company number 01312453) whose registered office is situated at 8 Fitzroy Street, London, United Kingdom, W1T 4BJ (the "**Consultant**")

Recitals

First the Client wishes to have the following project carried out:

- Support the development of the property flood resilience workstream scale up and develop the future strategy, due to there not currently being any internal flood technical specialist resource within the Department,
- Develop guidance for the sector on property flood resilience (grey, green and blue mitigations) to enable self-delivery for the sector
- Supporting the procurement of a new regional property flood resilience service (design and construction)
- Conduct Flood Risk Assessments (FRA's) in circa 170 schools across England:
- FY 26/27 x75 Proactive / x10 Reactive
- FY 27/28 x75 Proactive / x10 Reactive
- Provide technical assurance at key points of the property flood resilience service (design stage and after construction)
- Provide managing agent services to support the delivery of the property flood resilience programme from pre-FRA stage to construction handover and completion

At various sites within the United Kingdom to be notified to the Consultant by the Client from time to time (the "**Project**") as more particularly described in the Client's Brief;

Second for the purposes of the Project, the Client has requested the Consultant to act in the capacity specified in the Contract Particulars and, for the fee specified in Annex A (the "**Fee**") to provide the services set out in Annex B (the "**Services**"), which the Consultant has agreed to do on the terms of this Agreement;

Third Delete.

Articles

Article 1: Consultant's obligations

After "Conditions" insert "and this Contract".

Article 2: Payment

After "Conditions" insert "and this Contract".

Article 3: CDM Regulations – Principal Designer

Not applicable. If required, will be instructed in writing by the Client.

Article 4: Building Regulations – Principal Designer

Not applicable. If required, will be instructed in writing by the Client.

Article 6: Arbitration

Not used – Arbitration does not apply

Article 7: Legal proceedings

Delete and insert "Without prejudice to Article 5 and clause 12.2, the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales which shall have jurisdiction to hear and decide any suit, action or proceedings and/or settle any dispute or claim which may arise out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims)."

Article 8: Not used

Article 9: Not used

Article 10: Incorporation of Schedule of Amendments

Insert a new Article 10:

"The Schedule of Amendments attached hereto is hereby incorporated into this Contract and the Agreement, Conditions and Schedules set out in the standard form shall take effect as amended by the Schedule of Amendments. If there is any discrepancy between the Agreement, Conditions and Schedules and the Schedule of Amendments, the wording contained in the Schedule of Amendments shall prevail."

Article 11: Compliance with the Procurement Act 2023

Insert a new Article 11:

"11.1 The Consultant shall:

11.1.1 exercise reasonable due care and diligence in accordance with Good Industry Practice in the selection and ongoing monitoring (including financial health and capacity) of its supply chain, including (without limitation) sub-consultants. The Consultant shall provide details and supporting evidence of its compliance with this clause on request by the Client. The Consultant shall have regard to any guidance issued by the Client in connection with this Article 11.1.1 and shall meet any expectations set out therein or provide justification to the Client that its approach meets the requirements of this Article 11.1.1; and

11.1.2 without prejudice to the generality of Article 11.1.1 above the Consultant shall ensure that it shall not appoint any sub-consultant in its supply chain for any Project who is listed on the Debarment List in accordance with the Procurement Act, and shall replace any such sub-consultant if the Consultant becomes aware that they are listed on the Debarment List unless the Client agrees in the circumstances that is not required.

11.2 The Client may terminate this Contract for default of the Consultant in either of the following circumstances:

11.2.1 breach of Articles 11.1.1 and/or 11.1.2 of this Contract;

11.2.2 where the Consultant has provided, prior to award of this Contract, inaccurate or misleading information in response to any conditions of participation for the Services set by the Client under

the Client's Brief;

and the provisions of clause 11.6 of this Contract shall apply.

Article 12: Bidding for related tenders

Insert new Article 12:

"The Consultant agrees and agrees to procure that by virtue of being appointed under this Agreement, neither it nor its sub-contractors or sub-consultants appointed under this Agreement shall be entitled to submit a tender for the delivery of the regional property flood resilience service advertised by the Client where the tender relates to any site, school or scheme that forms part of the Services under this Agreement. The Consultant further agrees and agrees to procure that neither it nor its sub-contractors or sub-consultants appointed under this Agreement shall act as a sub-contractor or supplier in relation to any contracts awarded under the regional property flood resilience tender which relate to any site, school or scheme that forms part of the Services under this Agreement."

Contract Particulars

Amend the Contract Particulars as follows:

Clause etc	Subject	
Second Recital	The Consultant is appointed as	Technical Advisor Project Manager
Article 6	Arbitration	Do not apply – legal proceedings apply
1.1	BIM Protocol	Does not apply.
1.1	Client's Brief <i>(State reference number and date or other identifier of the relevant document(s) in which this is set out.)</i>	Project_9630 / ITT dated 09/06/25
1.1	Client's Representative <i>(as at the date of this Agreement)</i>	██████████ Department for Education
1.1	Consultant's Representative <i>(as at the date of this Agreement)</i>	██████████ of the Consultant
1.1	Consultant Team <i>(other than the Consultant)</i>	Not applicable
1.1	Cost Plan <i>(State reference number and date or other identifier of the document(s) in which this is set out.)</i>	Project_9630 / ITT dated 09/06/25. Commercial Envelope v2.0
1.1	Key Personnel <i>(Names and functions)</i>	are as follows: ██████████ - Project Director ██████████ - Project Manager / Technical Lead

		<p>██████████ - Technical Advisory Lead</p> <p>██████████ - Property Flood Resilience Lead</p> <p>██████████ - Flood Risk Assessment Lead</p> <p>██████████ ██████████ - Assurance Lead</p> <p>██████████ ██████████ - National Programme Manager</p>
1.1	Programme <i>(State reference number and date or other identifier of the current document(s) in which this is set out.)</i>	Ove Arup & Partners Ltd - Arup Programme - DfE Flood Risk Assessment Advice response Q1
1.1	Programme dates under the current Programme	<p>the date of commencement of the Services is 1 November 2025</p> <p>the period for carrying out the Services is 29 months</p>
1.1	Project Team <i>(other than Consultant Team members)</i>	Not applicable.
1.1	Third Party Agreements	Memorandum of Understanding to be signed by the school operating at the site on which the Services are to be undertaken in the form previously shared by the Client to the Consultant.
1.4	Interim agreements etc. Details of any interim agreements etc. (or provisions of them) not superseded by this Agreement	Not applicable
1.6.3	Addresses for service of notices by the Parties <i>(If a Party's address is not stated, it shall, subject to clause 1.6.3, be that shown at the commencement of the Agreement.)</i>	<p>Client: Piccadilly Gate, Store Street, Manchester M1 2WD</p> <p>Consultant: 8 Fitzroy Street, London, United Kingdom, W1T 4BJ</p>
1.6.3	The respective email addresses for the Parties are	<p>Client's email: ██</p> <p>Consultant's email: ██</p> <p>or, subject to clause 1.6.3, such other email address as each Party may notify to the other from time</p>

		to time
1.6.4.2	Service of notices by email <i>(If neither entry is deleted or an email address for each Party is not specified, clause 1.6.4.2 shall not apply.)</i>	Clause 1.6.4.2 applies Client's email: [REDACTED] Consultant's email: [REDACTED]
2.11.1	Consultant's aggregate liability (excluding liability for personal injury or death) is limited to <i>(If no limit is specified, liability is unlimited.)</i>	[REDACTED] any one claim or series of claims arising out of one event, save for claims arising out of pollution or contamination where the liability is [REDACTED] in the aggregate
2.11.2	Consultant's liability in respect of pollution or contamination damage (excluding liability for personal injury or death) is limited to <i>(If no limit is specified, liability is unlimited.)</i>	[REDACTED] in the aggregate
3.2.3	Contract administration – site visits The requirements for visits	are set out in the following documents: DfE SWS Technical Advisory Support and Flood Risk Assessment Services - Specification. project_9630, and DfE SWS Technical Advisory Support and Flood Risk Assessment Services - Master Programme. project_9630
3.3.1.4.2	Limits of Consultant's authority Maximum increase in overall Project cost is <i>(If no limit is specified, any increase requires Client approval.)</i>	any increase requires Client approval
3.3.1.4.2	Maximum increase per item is <i>(If no limit is specified, any increase requires Client approval.)</i>	any increase requires Client approval
8.1.1	Professional Indemnity insurance <i>(If an alternative is not selected, the amount shall be the aggregate amount for any one period of insurance. A period of insurance for these purposes shall be one</i>	Amount of indemnity required [REDACTED] is for any one claim or series of claims arising out of one event

	<i>year unless otherwise stated.)</i>	
8.1.2	Public Liability insurance <i>(If neither entry is deleted or cover level is not stated, such insurance is not required.)</i>	is required with a cover level of [REDACTED] for any one occurrence or series of occurrences arising out of one event
8.2.1	Professional Indemnity insurance – expiry of the required period of insurance is <i>(If no period is selected, the expiry date shall be 6 years from the date of completion of the Services.)</i>	12 years
8.2.2	Public Liability insurance – required period (if shorter than the period of the Consultant's engagement) is	The period of the Consultant's engagement
10.2	Novation Clause 10.2 <i>(if neither entry is deleted, clause 10.2 will not apply)</i>	Does not apply
10.2	Where 10.2 applies, the form of Novation Agreement <i>(Identify the form or the document in which it is set out)</i>	Does not apply
11.2	Suspension: Remobilisation – period for recommencement instructions (if other than 2 months) is	1 month
12.2	Adjudication Nominating body – where no Adjudicator is named or where the named Adjudicator is unwilling or unable to act (whenever that is established) <i>(Delete all but one of the asterisked choices. If the body is to be other than one of those listed, insert the name here.)</i> <i>(If a body has not been selected from those listed here or another body chosen and inserted, the nominating body shall be</i>	The nominating body is: The Chairman of the Technology and Construction Solicitors' Association

	<i>one of the bodies listed opposite selected by the Party requiring the reference to adjudication)</i>	
12.4.1	Arbitration - appointor of Arbitrator (and of any replacement)	Not used – legal proceedings apply
Part 2	Third Party Rights and Collateral Warranties	Not used – see Articles 8 and 9

Attestation

Execution as a Deed by the Client and Consultant.

The CORPORATE SEAL of the SECRETARY)
OF STATE FOR EDUCATION herewith affixed)
and authenticated)
)



Authorised by the
Secretary of State

[Redacted signature]

Full name (Block
Capitals)

[Redacted full name]

EXECUTED AS A DEED by [Redacted] as Attorney for
OVE ARUP & PARTNERS LIMITED under a Power of
Attorney dated 21st October 2022

Attorney Signature: [Redacted signature] by: [Redacted]

Witness Signature: [Redacted signature]

Witness Name: [Redacted name]

Witness Address: One Centenary Way, Birmingham, B3 3AY United Kingdom

Witness Occupation: Associate Project Manager

CONDITIONS

SECTION 1: DEFINITIONS AND INTEPRETATION

- 1.1 Delete the definitions "**Arbitrator**", "**Beneficiary**", "**Funder**", "**Information Release Schedule**", "**Purchaser**", "**Tenant**", and "**Third Party Rights**".
Amend the definitions in clause 1.1 as follows:

Agreement	at the end of the definition insert ", as amended by the Schedule of Amendments"
Article	at the end of the definition insert ", as amended by the Schedule of Amendments"
Building Regulations:	delete the definition and substitute "the Building Regulations 2010 and any modification or replacement of the same";
Conditions	at the end of the definition insert ", as amended by the Schedule of Amendments".
Contract	after "Conditions" insert ", the Schedule of Amendments".
Contract Particulars	at the end of the definition insert ", as amended by the Schedule of Amendments".
Design Information	After "other material" insert "and/or information".
Interest Rate	delete "5%" and insert "3%".
Recitals	at the end of the definition insert ", as amended by the Schedule of Amendments".
Services	at the end of the definition insert ", and all services, duties and obligations to be provided and performed by the Consultant as set out in the Contract".
Statutory Requirements	after "this Contract" in the third line, insert: ", any code of practice or guideline for the time being in force under the Health and Safety etc. at Work Act 1974 or the Control of Pollution Act 1974 or the Environmental Protection Act 1990".
Third Party Agreement	After "or the use of it" insert ", or any other third party agreement,".

- 1.1 Insert the following new definitions in clause 1.1:

Barred Lists	the barred lists provided for under the Safeguarding Vulnerable Groups Act 2006 as amended by the Protection of Freedoms Act 2012 (as may be amended or re-enacted from time to time).
CBO	a Criminal Behaviour Order as defined in the Anti-Social Behaviour, Crime and Policing Act 2014.
Change of Control	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010.

Client	the Secretary of State for Education, of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT, which expression shall include permitted assignees and successors in title.
Client's Confidential Information	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and contractors of the Client, including all Intellectual Property Rights, 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 be considered to be confidential.
Client's Person	all persons employed, engaged or authorised by the Client, excluding the Consultant, Consultant's Persons.
Commercially Sensitive Information	the information agreed between the Parties (if any) comprising the information of a commercially sensitive nature relating to the Consultant, the charges for the Services, its Intellectual Property Rights or its business or which the Consultant has indicated to the Client that, if disclosed by the Client, would cause the Consultant significant commercial disadvantage or material financial loss, but excluding always the Fee.
Confidential Information	the Client's Confidential Information and/or the Consultant's Confidential Information.
Construction Products Regulations	UK Construction Products Regulation 2011 and the Construction Products Regulations 2013 (SI 2013/1387).
Consultant's Confidential Information	any information (excluding the Fee), however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and contractors of the Consultant, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including the Commercially Sensitive Information;
Consultant's Persons	the Consultant's employees and agents, all other persons employed or engaged on or in connection with the Services or any part of them and any other person properly on the site in connection therewith, excluding the Client and Client's Persons.
Convictions	other than in relation to any minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding overs (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order).
Crown Body	any Contracting Body as defined in Regulation 5(2) of the Public Contracts (Services, Service and Supply) (Amendment) Regulations 2000 other than the Client.
Data Protection Laws	means, as applicable to either Party and/or to the rights, responsibilities and/or obligations of either Party in connection with this Contract:

- (a) the UK GDPR;
- (b) the Data Protection Act 2018;
- (c) the Directive 2002/58/EC (ePrivacy Directive) and/or the Privacy and Electronic Communications (EC Directive) Regulations 2003;
- (d) any other applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either Party and/or to the rights, responsibilities and/or obligations of either Party in connection with this Contract;
- (e) any laws which implement any such laws; and
- (f) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

Debarment List	the published list of suppliers under the Procurement Act who are prohibited from participating in public procurement processes due to their past behaviour or circumstances.
Disclosure and Barring Scheme	the disclosure and barring scheme operated by the Disclosure and Barring Service.
Disclosure and Barring Service	the non-departmental public body established pursuant to the Protection of Freedoms Act 2012.
DOTAS	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notable 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.
Enhanced with Lists Check	the check carried out by the Disclosure and Barring Service that also includes a check of the Barred Lists.
Environmental Information Regulations	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.
FOIA	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.
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 and to avoid national insurance contributions.
Good Industry Practice	that degree of skill, care, prudence and foresight which would ordinarily be expected from time to time from a skilled and

experienced technical advisory consultant under the same or similar circumstances.

Group Company

any subsidiary company or holding company of an assignor, or another subsidiary or holding company of such company, as 'subsidiary' and 'holding company' are defined in the Companies Act 2006 but on the basis that the holding of not less than one quarter of voting rights shall be deemed to satisfy the condition in section 1159(1)(a).

Halifax Abuse Principle

the principle explained in the CJEU Case C-255/02 Halifax and others.

Insolvent

means for the purposes of this Contract:

- (a) if a company:
 - (i) when it enters administration within the meaning of Schedule B1 to the Insolvency Act 1986;
 - (ii) on the appointment of an administrative receiver or a receiver or manager of its property under Chapter I of Part III of that Act, or the appointment of a receiver under Chapter II of that Part;
 - (iii) on the passing of a resolution for voluntary winding-up without a declaration of solvency under section 89 of that Act; or
 - (iv) on the making of a winding-up order under Part IV or V of that Act;
- (b) if a partnership:
 - (i) on the making of a winding-up order against it under any provision of the Insolvency Act 1986 as applied by an order under section 420 of that Act; or
 - (ii) when sequestration is awarded on the estate of the partnership under section 12 of the Bankruptcy (Scotland) Act 1985 or the partnership grants a trust deed for its creditors;
- (c) if an individual:
 - (i) on the making of a bankruptcy order against it under Part IX of the Insolvency Act 1986; or
 - (ii) on the sequestration of its estate under the Bankruptcy (Scotland) Act 1985 or when it grants a trust deed for its creditors;
- (d) if:
 - (i) 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 any of its creditors (excluding a

scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction);

- (ii) (in the case of a partnership) each partner is the subject of an individual arrangement or any other event or proceedings referred to in this definition; or
- (iii) it applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

(and 'Insolvency' shall be construed accordingly)

Intellectual Property Rights

- (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;
- (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction;
- (c) all other rights having equivalent or similar effect in any country or jurisdiction; and
- (d) all or any goodwill relating or attached thereto.

Law

any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Consultant is bound to comply.

Material

means all designs, drawings, calculations, charts, diagrams, sketches, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, data, databases, schedules, programmes, bills of quantities, budgets, surveys, levels, setting out dimensions and/or other documents or materials produced or prepared by or on behalf of the Consultant or the Client in relation to and/or connection with the appointment of the Consultant under this Contract, the Client's water strategy programme, the Project and/or the site (whether in existence or to be made) and all updates, amendments, additions and revisions to them and any works, designs or inventions contained incorporated or referred to in them for any purpose relating to the Client's water strategy programme, the Project and/or the site.

Moral Rights

moral rights under Chapter IV of Part 1 of the Copyright Designs and Patents Act 1988.

Named Employee

has the meaning set out in clause 2.1A.

Occasions of Tax Non-Compliance

- (a) where any tax return of the Consultant submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:
 - i. a Relevant Tax Authority successfully challenging the Consultant 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;

- ii. the failure of an avoidance scheme which the Consultant was involved in, and which was, or should have been, notified to a Relevant Tax Authority under DOTAS or any equivalent or similar regime; and/or

- (b) where any tax return of the Consultant submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the date of this Contract or to a civil penalty for fraud or evasion.

Personal Data	has the meaning given in applicable Data Protection Laws from time to time.
Procurement Act	the Procurement Act 2023 and any modification or replacement of the same.
Prohibited Act	<ul style="list-style-type: none">(a) to directly or indirectly offer, promise or give any person working for or engaged by the Client or any other public body a financial or other advantage to:<ul style="list-style-type: none">(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 Contract;(c) committing any offence:<ul style="list-style-type: none">(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);(ii) under legislation or common law concerning fraudulent acts; or(iii) defrauding, attempting to defraud or conspiring to defraud the Client; or(d) any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or conduct had been carried out in the UK;
Relevant Requirements	all applicable laws 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	HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the Consultant is established.

Request for Information	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations.
Schedule of Amendments	this Schedule of Amendments.
Sensitive Works	the carrying out of any part of the Services (including during the making good of any defects) in or on any part or parts of the site which may allow direct access to premises occupied or used, or likely to be occupied or used, during the course of the Services by pupils or students attending the educational facilities.
Security Policy	the Client's security policy attached as Annex G (Security Provisions) as may be updated from time to time.
SME	Small and medium-sized enterprises.
UK Construction Products Regulation 2011	the UK version of Regulation (EU) No 305/2011, as it forms part of English law under the European Union (Withdrawal) Act 2018.
UK GDPR	the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

- 1.2.4 After "body corporate" insert "or any legal entity having legal capacity".
- 1.4 Insert a new final paragraph "All payments made by the Client to the Consultant pursuant to any such interim agreement, letter of intent and/or other arrangement shall be deemed to have been made as part of the Fee. For the avoidance of doubt, the Client shall have no further liabilities (including any liability to make any payments) under such interim agreement, letter of intent and/or other arrangement."
- 1.5 Delete and insert: "Unless the right of enforcement is expressly provided for it is not intended that a third party should have the right to enforce a provision of this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999. This clause shall not affect or prevent any assignees who take the benefit of this Contract pursuant to clause 10 or successors in title to the Client from enforcing the provisions of this Contract."
- 1.7 Delete and insert: "This Contract 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."
- 1.8 Insert a new clause 1.8:
- "Freedom of Information**
- 1.8.1 The Consultant recognises that the Client is subject to legal duties which may require the release of information under the Freedom of Information Act 2000 (**the Act**) and that the Client shall be/is under an obligation to provide information on request. Such information may include matters relating to, arising under or out this Contract.
- 1.8.2 The Consultant recognises that each request for information must be considered individually and that any decision to disclose information shall be the decision of the Client.

- 1.8.3 The Client shall not be liable to the Consultant for any loss, damage, harm or other detriment, however caused arising from the disclosure of any information under the Act or other similar legislation or equivalent codes.
- 1.8.4 The Consultant shall provide such assistance to the Client as the Client requires to enable it to comply with its obligations under the Act or other similar legislation or equivalent codes.
- 1.8.5 The Consultant shall promptly pass any requests for information under or in relation to the Act or other similar legislation or equivalent codes which it receives to the Client. The Consultant shall not respond directly to any such requests for information unless instructed to do so by the Client."

1.9 Insert a new clause 1.9:

"UK GDPR

1.9.1 Each Party shall comply with all Data Protection Laws in connection with the exercise and performance of its respective rights and obligations under this Contract.

1.9.2 Each Party shall comply with the provisions of Annex F.

1.10 Insert a new clause 1.10:

"Tax Compliance

1.10.1 The Consultant represents and warrants that as at the date of this Contract, it has notified the Client in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance.

1.10.2 If, at any point prior to the end of the Rectification Period, an Occasion of Tax Non-Compliance occurs, the Consultant shall:

1.10.2.1 notify the Client in writing of such fact within 5 days of its occurrence; and

1.10.2.2 promptly provide to the Client:

1.10.2.2.1 details of the steps which the Consultant is taking to address the Occasions of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and

1.10.2.2.2 such other information in relation to the Occasion of Tax Non-Compliance as the Client may reasonably require."

1.11 Insert a new clause 1.11:

"Publicity and Branding

1.11.1 The Consultant shall not:

- a. make any press announcements or publicise this contract in any way; or
- b. use the Client's name or brand in any promotion or marketing or announcement of the contract;

without the prior written approval of the Client.

- 1.11.2 The Client is entitled to publicise the contract in accordance with any legal obligation upon the Client, including any examination of the contract by the National Audit Office pursuant to the National Audit Act 1983 or otherwise."

- 1.12 Insert a new clause 1.12:

"Change of Control

- 1.12.1 The Consultant shall notify the Client immediately in writing and as soon as the Consultant 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. The Consultant shall ensure that any notification sets out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
- 1.12.2 The Client may terminate the Consultant's obligation to perform the Services (which shall take effect as termination under clause 11.5.1) within six months from:
- a. being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
 - b. where no notification has been made, the date that the Client becomes aware that a Change of Control is anticipated or is in contemplation or has occurred, but shall not be permitted to terminate where an approval was granted prior to the Change of Control."

- 1.13 Insert a new clause 1.13:

"Financial Standing

The Client may terminate the Consultant's obligation to perform the Service (which shall take effect as termination under clause 11.5.1) where in the reasonable opinion of the Client there is a material detrimental change in the financial standing and/or the credit rating of the Consultant which:

- a. adversely impacts on the Consultant's ability to perform its obligations under this Contract; or
- b. could reasonably be expected to have an adverse impact on the Consultant's ability to perform its obligations under this Contract."

- 1.14 Insert a new clause 1.14:

"Records, audit access and open book data

- 1.14.1 The Consultant shall keep and maintain for twelve years full and accurate records and accounts of the operation of this contract including the service provided under it, any subcontracts and the amounts paid by the Client.
- 1.14.2 The Consultant shall:
- a. keep the records and accounts referred to in clause 1.14.1 in accordance with law;
 - b. afford any auditor access to the records and accounts referred to in clause 1.14.1 at the Consultant's premises and/or provides records and accounts (including copies of the Consultant's published accounts) or copies of the same, as may be required by any auditor from time to time during the Consultant performing the Services and the liability period under the contract in order that the auditor may carry out an inspection to assess

compliance by the Consultant and/or its sub-consultants of any of the Consultant's obligations under this contract including in order to:

- i. verify the accuracy of any amounts payable by the Client under this contract (and proposed or actual variations to them in accordance with this Contract);
 - ii. verify the costs of the Consultant (including the costs of all sub-consultants and any third party suppliers) in connection with performing 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 Client has no obligation to inform the Consultant of the purpose or objective of its investigations;
 - iv. obtain such information as is necessary to fulfil the Client's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; and
 - 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 Client has used its resources;
- c. subject to the Consultant's rights in respect of confidential information, the Consultant provides the auditor on demand with all reasonable co-operation and assistance in respect of:
- i. all reasonable information requested by the Client within the scope of the audit;
 - ii. reasonable access to sites controlled by the Consultant and to any Consultant's equipment used to perform the Services; and
 - iii. access to the Consultant's personnel.

1.14.3 The Parties bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 1.14, unless the audit reveals a default by the Consultant in which case the Consultant reimburses the Client for the Client's reasonable costs incurred in relation to the audit.

1.14.4 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 Consultant and the carrying out of an examination under Section 6(3)(d) of the National Audit Act 1983 in relation to the Consultant is not a function exercisable under this contract."

1.15 Insert a new clause 1.15:

"Equality and diversity

1.15.1 The Consultant shall perform its obligations under this contract in accordance with

- a. all applicable equality law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and
- b. any other requirements and instructions which the Client reasonably imposes in connection with any equality obligations imposed on the Client at any time under applicable equality law;

1.15.2 The Consultant shall take all necessary steps, and inform the Client of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation)."

1.16 Insert a new clause 1.16:

"Conflicts of interest

- 1.16.1 The Consultant shall take appropriate steps to ensure that neither the Consultant nor any of its personnel are placed in a position where (in the reasonable opinion of the Client) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Consultant or its personnel and the duties owed to the Client under this contract.
- 1.16.2 The Consultant shall promptly notify and provide full particulars to the Client if such conflict referred to in the clause above arises or may reasonably be foreseen as arising.
- 1.16.3 The Client may terminate the Consultant's obligation to perform the Services immediately under clause 11.5.2 (as if Insolvency applied) and/or to take such other steps the Client deems necessary where, in the reasonable opinion of the Client, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Consultant and the duties owed to the Client under this contract."

1.17 Insert a new clause 1.17:

"Financial distress

The Consultant complies with the provisions of Annex E (Financial Distress) in relation to the assessment of the financial standing of the Consultant and the consequences of a change to that financial standing."

1.18 Insert new clause 1.18

"Security Requirements

The Consultant shall comply with, and procure the compliance of the Consultant's Persons, with:

- 1.18.1 the Security Policy
- 1.18.2 Contract Schedule Annex G (Security Provisions)."

1.19 Insert new clause 1.19

"Cyber Essentials

The Client and the Consultant shall comply with the provisions Clause 1.2 Cyber Essentials of Annex G (Security Provisions)."

SECTION 2: CONSULTANT'S GENERAL OBLIGATIONS

Renumber clause 2.1 as 2.1.1

2.1.1 After "the Client's Brief" insert "and the Contract". After "expected of a" insert "properly qualified". After "size, scope" insert ", nature, value, character, timescale". After "complies with" insert "the terms of this Contract and".

At the end of 2.1.1 insert the following new paragraphs:

- "2.1.2 In performing its obligations under this Contract, the Consultant shall and shall ensure that each of its sub-consultants shall comply with the Modern Slavery Act 2015.
- 2.1.3 The Consultant shall notify the Client as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.
- 2.1.4 In the event that the Consultant fails to comply with clauses 2.1.2 and 2.1.3 and/or does not provide details of proposed mitigating factors which in the reasonable opinion of the Client are acceptable, then the Client reserves the right to:

- (a) require the Consultant to remove from the performance of the Services any Consultant's Persons whose acts or omissions have caused the default; and/or
- (b) immediately terminate the employment of the Consultant under this Contract in accordance with clause 11.5.3."

- 2.1A Insert a new clause 2.1A:

"Disclosure and Barring

- 2.1A.1 The Consultant shall procure that in respect of all potential staff or persons (including sub-consultants of any tier) who will be carrying out any Sensitive Works (each a **"Named Employee"**) before a Named Employee begins to attend the site to perform any Sensitive Works:
- 2.1A.1.1 each Named Employee is questioned as to whether he or she or they have any Convictions or CBOs;
 - 2.1A.1.2 the results of an Enhanced with Lists Check is obtained from the Disclosure and Barring Service in respect of each Named Employee;
 - 2.1A.1.3 to the extent permitted by law a copy of the results of such checks by the Consultant as are referred to in clause 2.1A.1.2 are notified to the Client.
- 2.1A.2 The Consultant shall procure that:
- 2.1A.2.1 no person who appears on a Barred List following the results of the Enhanced with Lists Check referred to in clause 2.1A.1.2 shall be employed or engaged in the performance of the Sensitive Works; and
 - 2.1A.2.2 it shall and shall procure that all sub-consultants shall comply with all reporting requirements of the Disclosure and Barring Service.
- 2.1A.3 The Consultant shall procure that no person who discloses any Convictions or CBOs, or who is found to have any Convictions following the results of the Enhanced with Lists Check referred to in clause 2.1A.1.2, is employed or engaged in carrying out any part of any Sensitive Works without the Client's prior written consent.
- 2.1A.4 Insofar as permitted by law, the Consultant shall procure that the Client is kept advised at all times of any member of staff or employee of any sub-consultant engaged in the provision of the Sensitive Works:
- 2.1A.4.1 who subsequent to his/her/their commencement of employment as a member of staff receives a Conviction or CBO which becomes known to the Consultant or a sub-consultant or whose previous Convictions or CBO become known to the Consultant or a sub-consultant (or any employee of the Consultant or sub-consultant involved in the provision of the Sensitive Works); or

- 2.1A.4.2 in respect of whom information is referred to the Disclosure and Barring Service pursuant to the Disclosure and Barring Service (as appropriate); or
 - 2.1A.4.3 whom the Disclosure and Barring Service is "minded to bar" or who is placed on a Barred List pursuant to the Disclosure and Barring Scheme which becomes known to the Consultant or a sub-consultant.
 - 2.1A.5 In the event that any member of staff of the Consultant or a sub-consultant is added to a Barred List, the Consultant shall procure that such member of staff is removed from the site and shall cease to be engaged in the Sensitive Works.
 - 2.1A.6 Save to the extent prescribed otherwise pursuant to the Disclosure and Barring Service this clause 2.1A shall not apply to those individuals who shall be required by the Consultant to attend on the site to provide emergency reactive services. In the case of such individuals, the Consultant shall ensure that such individuals are accompanied at all times while on the site by a member of the Consultant's staff who has been properly employed or engaged in accordance with this clause 2.1A."
- 2.1B Insert a new clause 2.1B:

"Conduct of Staff and Security Arrangements

- 2.1B.1 Whilst engaged at the site the Consultant shall and shall procure that its staff and the staff of any sub-consultant of any tier shall comply with any Client's policies relating to the conduct of staff and security arrangements.
 - 2.1B.2 The Client (acting reasonably) may:
 - 2.1B.2.1 instruct the Consultant that disciplinary action is taken against any employee of the Consultant or any sub-consultant of any tier involved in the provision of the Services (in accordance with the terms and conditions of employment of the employee concerned) where such employee misconducts itself or is incompetent or negligent in its duties (in which case the Client shall co-operate with any disciplinary proceedings and shall be advised in writing of the outcome); or
 - 2.1B.2.2 where the Client has reasonable grounds for considering that the presence or conduct of an employee at any location relevant to the performance of the Services is undesirable, require the exclusion of the relevant employee from the relevant location(s)."
- 2.1C Insert a new clause 2.1C:

"Admission to the Site

- 2.1C.1 Subject to the remainder of this clause 2.1C.1, the Consultant shall at least 20 Business Days before the date on which the Consultant first carries out any Sensitive Works provide the Client with a written list of the names and addresses of all employees or other persons who it expects may require admission to the site in connection with the carrying out of any Sensitive Works, specifying the capacities in which those employees or other persons are concerned with any Sensitive Works and giving such other particulars as the Client may require. The Consultant shall update this information as and when any such individuals are replaced or complemented by others, not less than 20 Business Days before their inclusion. The decision of the Client on whether any person is to be refused admission to the site shall be final and conclusive and the Client shall not be obliged to give reasons for its decision.
- 2.1C.2 Where the Consultant is unable (acting reasonably) to comply with clause 2.1C.1 by the time period specified in it then the Consultant shall comply with its obligations under that clause as soon as reasonably practicable and by no later than the end of the day on which the relevant individual first goes on the site. Until such time as the Consultant has complied with its obligations in respect of that individual, he or she or they shall at all times be accompanied on

the site by a member of the Consultant or Consultant's Person's staff who has been properly notified to the Client in accordance with clause 2.1C.1.

- 2.1C.3 This clause 2.1C shall not apply to those individuals who shall be required by the Consultant or Consultant's Person to attend the site to provide emergency reactive services. In the case of such individuals, the Consultant shall, or shall procure that any Consultant's Person shall ensure that such individuals are accompanied at all times while on the site by a member of the Consultant or Consultant's Person's staff who has been properly notified to the Client in accordance with clause 2.1C.1."

- 2.1D Insert a new clause 2.1D:

"Refusal of Admission

- 2.1D The Client reserves the right to refuse to admit to the site or to any existing buildings on the site any person employed or engaged by the Consultant or any sub-consultant of any tier, whose admission would, in the opinion of the Client, present a risk to themselves or any pupils or students attending the educational facilities, or a Client's Person or property, and shall not be obliged to give any reasons for such refusal."

- 2.1E Insert a new clause 2.1E:

"Decision to Refuse Admission

- 2.1E The decision of the Client as to whether any person is to be refused admission to the site pursuant to clause 2.1D shall be final and conclusive."

- 2.1F Insert a new clause 2.1F:

"Removal from Site

- 2.1F The Consultant shall comply with and/or procure compliance with any notice issued by the Client from time to time requiring the removal from the site of any person employed thereon who in the opinion of the Client acting reasonably is not acceptable on the grounds of risk to themselves or any pupils or students attending the educational facilities, or any Client's Person or property and that such persons shall not be employed again in connection with the Services without the written consent of the Client."

- 2.2 Delete ", subject only to clause 6.5"

- 2.4 Delete and insert: "The Consultant warrants that it has not and shall not use and/or permit the use of and/or specify for use in or in connection with the Project any substances materials equipment products kit practices or techniques which by their nature or application do not conform with relevant British Standards or Codes of Practice or regulations or good building practice or any European Union equivalent current at the time of use or permission or specification, nor any substances materials equipment products kit practices or techniques which are generally known or generally suspected within the Consultant's profession and/or the construction industry:

2.4.1 to be deleterious in the particular circumstances in which they are used or specified for use to the health or safety of any person;

2.4.2 to be deleterious in the particular circumstances in which they are used or specified for use to the health, safety, stability, performance, physical integrity and/or durability of the Project or any part thereof and/or to other structures, finishes, plant and/or machinery;

2.4.3 to reduce or possibly reduce the normal life expectancy of works of a type comparable to the Project;

- 2.4.4 to become deleterious without a level or cost of maintenance which is higher than that which would normally be expected in a works of a type comparable to the Project;
- 2.4.5 not to comply with or have due regard to the report entitled "Good Practice in the Selection of Construction Materials" (current edition) published by the British Council for Offices; and/or
- 2.4.6 to be supplied or placed on the market in breach of the Construction Products Regulations.

The Consultant shall immediately notify the Client and Lead Consultant if it becomes aware of any such use, permission or specification or failure to comply with this clause."

- 2.7 After "prior consent" insert "and the Consultant shall ensure that it complies with the provisions of Article 9 in relation to any sub-contracting".

Insert new subclauses 2.7A to 2.7C as follows:

"2.7A Each sub-contract shall include:

- 2.7A.1 period for payment of the amount due to the sub-consultant not greater than 5 days after the final date for payment in this Contract. The amount due shall, but shall not be limited to, payment for work which the sub-consultant has completed from the previous application date up to the current application date in this Contract;
- 2.7A.2 a provision requiring the sub-consultant to include in each subsubcontract the same requirement (including this requirement to flow down, except that the period for payment is to be not greater than 9 days after the final date for payment in this Contract);
- 2.7A.3 a provision requiring the sub-consultant to assess the amount due to a subsubconsultant without taking into account the amount paid by the Consultant, and.
- 2.7A.4 terms and conditions that are no less favourable than those of this Contract. The Client shall be entitled to reject sub-contract conditions proposed by the Consultant that are unduly disadvantageous to the sub-consultant.
- 2.7B.1 The Consultant shall take all reasonable steps to engage SMEs as sub-consultants and to seek to ensure that no less than the percentage of the sub-consultants stated in the Client's Brief (the "**SME Percentage**") are SMEs or that a similar proportion of the Fee is undertaken by SMEs.
- 2.7B.2 The Consultant shall report to the Client on a monthly basis the numbers of SMEs engaged as sub-consultants and the value of the Fee that has been undertaken by SMEs.
- 2.7B.3 The Consultant shall tender its sub-contracts in a manner compliant with all relevant legislation.

2.7C Apprenticeships

- 2.7C.1 The Consultant shall take all reasonable steps to employ apprentices in accordance with the requirements of the Client's Brief, and report to the Client the numbers of apprentices employed and the wider skills training provided, during the carrying out of the Services.
- 2.7C.2 The Consultant shall at all times comply with the social value criteria and meet the social group performance indicators as set out in the Client's Brief.
- 2.9 After "subject to clause" insert " 2.1 and".

- 2.9.1 Delete this sub-clause.
- 2.9.2 Delete "sub-contractors" and insert "sub-consultants".
- 2.9.3 After "its control" insert "save where such event cause failure or delay arises by reason of any act, error, omission, negligence, breach or default by or on behalf of the Consultant or any sub-consultant".
- 2.12 Insert a new clause 2.12:

"The Consultant shall provide all relevant information to and cooperate and coordinate with all duty holders under the CDM Regulations and the Building Regulations to enable all such duty holders to comply with their duties and obligations under the CDM Regulations and the Building Regulations.

The Consultant warrants that it shall comply with the duties and obligations of a designer as set out in the CDM Regulations and the Building Regulations. As and when requested by the Client, the Consultant shall provide to the Client such evidence as the Client may require which demonstrates the Consultant's competency to act as designer under the CDM Regulations and the Building Regulations.

Without prejudice to the generality of the foregoing the Consultant warrants that it shall comply with all of the duties and obligations as set out in the CDM Regulations and the Building Regulations which apply to the Consultant in the performance of the Services."

- 2.13 Insert a new clause 2.13:

"Performance Indicators and monitoring

- 2.13.1 The Client shall monitor and assess the Consultant's performance by reference to any performance indicators stated or identified in the Client's Brief.
- 2.13.2 The Consultant shall provide to the Client all information that the Client may reasonably require to monitor and assess the Consultant's performance against the targets for those performance indicators.
- 2.13.3 Where the Client considers that a target for any of those performance indicators may not be met, it may inform the Consultant and the Consultant shall submit its proposals for improving its performance against that target to the Client.

SECTION 3: LEAD CONSULTANTS AND CONTRACT ADMINISTRATION

- 3.2.2 After "beyond its control" insert "provided that the Consultant shall remain responsible for failure to issue the Design Information and other information at the times required where such failure arises by reason of any act, error, omission, negligence, breach or default by or on behalf of the Consultant or any sub-consultant".

SECTION 4: CLIENT'S GENERAL OBLIGATIONS

- 4.1 Delete ", or likely to be useful,". After "Statutory Requirements" insert "provided that such information is not confidential or subject to obligations relating to confidentiality". Delete "promptly" and insert "as soon as reasonably practicable".
- 4.2 Delete.

- 4.4 At the end of the clause insert "provided that the Consultant has clearly requested such decisions approvals and instructions in writing and included details of any date or deadline by which the Consultant requires such decisions approvals and/or instructions."
- 4.5 In the final paragraph after "unless it is agreed" insert "at the Client's sole discretion".

SECTION 5: REPRESENTATIVES AND KEY PERSONNEL

No amendments.

SECTION 6: FURTHER SERVICES, CHANGES AND FEE ADJUSTMENTS

- 6.4 Delete ", resolution of any objection under clause 6.5".
- 6.5 Delete.
- 6.6 In the first paragraph after "within clause 6.3.4" insert "(and subject to the other provisions of clause 6.3)".
- 6.6.5 Insert a new final paragraph " Adjustment of the Fee or any other additional payment or reimbursement to the Consultant under this clause 6.6 shall be deemed to be full payment for the Consultant in respect of the matters for which the adjustment, payment or reimbursement is paid and the Client shall have no further liability to the Consultant in respect of such matters arising under the Contract or generally at law."
- 6.7 Delete "a default by the Consultant" and insert " any act, error, omission, negligence, breach or default by or on behalf of the Consultant or any sub-consultant".
- 6A Insert a new clause 6A as follows:

"6A Adjustment for events outside of the Consultant's control

If at any time the Consultant is prevented or delayed in the performance of the Services because of an event entirely outside of their control, it shall promptly so notify the Client giving the specific reason for the delay or prevention, together with its best estimate of its effect on the programme. In such circumstances the Consultant shall use all reasonable endeavours to expedite the Services as soon as practicable. The Consultant shall not be treated as being in breach of this agreement to the extent that it is delayed in the performance of the Services for reasons covered in this clause 6A."

SECTION 7: PAYMENT

- 7.1 Delete "The" and insert "For the full and proper performance of the Services, the".
- 7.8 Delete the second sentence. At the end of the clause, insert "The Parties agree that this clause 7.8 is a substantial remedy for late payment of any sum payable under this Contract in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998."
- 7.9.1 After "intention to suspend the performance of" insert "any or all of".
- 7.9.3 Delete the words "or on request" and, at the end of the clause, insert "The Consultant shall, on request, submit such further details as are reasonably requested by the Client."
- 7.10 Insert a new clause 7.10: "Any right of the Client to deduct or to set-off any amount (whether arising under any term of this Contract or under any rule of law or of equity) shall be exercisable against any monies due or to become due to the Consultant."

- 7.11 Insert a new clause 7.11: "In the event that the Consultant becomes Insolvent the Client retains the right to withhold, deduct or to set-off any amount (whether arising under any term of this Contract, or under any rule of law or of equity) including without limitation the cost to the Client of re-procuring the Development with a new consultant, against any monies due or to become due to the Consultant under this Contract or any other contract entered into between the Client and the Consultant. The Client shall mitigate all losses incurred as a consequence of the Consultant's Insolvency."

SECTION 8: INSURANCE

- 8.1 In the first sentence after "Consultant shall" insert "effect and". At the end of the clause after "reasonable rates", insert a new final paragraph: "For the purposes of this clause 8.1, "commercially reasonable rates" shall mean such level of premium rates at which other consultants of a similar size and financial standing as the Consultant at each renewal date generally continue to take out such insurance. For the avoidance of doubt, any increased or additional premium required by insurers by reason of the Consultant's own claims record or other act, error, omission, negligence, breach, default, matters or things particular to the Consultant shall be deemed to be within commercially reasonable rates."
- 8.1.1 Delete and insert "professional indemnity insurance covering (inter alia) all its liability hereunder upon customary and usual terms and conditions prevailing for the time being in the insurance market, and with a limit of indemnity of not less than the amount set out in the Contract Particulars. The said terms and conditions shall not include any term or condition to the effect that the Consultant must discharge any liability before being entitled to recover from the insurers, or any other term or condition which might adversely affect the rights of any person to recover from the insurers pursuant to the Third Parties (Rights Against Insurers) Act 2010, or any amendment or re-enactment thereof;".

Insert a new clause 8.1.3 as follows:

- "8.1.3 employer's liability insurance cover to cover any claim for personal injury to or the death of any person under a contract of service or apprenticeship with the Consultant and arising out of and in the course of the person's employment in connection with the Services or the Project, and providing cover of not less than ten million pounds (£10,000,000) any one event"
- 8.2.1 Delete "from the date of this Contract until the expiry of the period stated in the Contract Particulars" and insert " at all relevant times during the Project and for a period of 12 (twelve) years from the date of practical completion of the Project".
- 8.3 Delete and insert
- "8.3 As and when reasonably required to do so by the Client, the Consultant shall:
- 8.3.1 produce for inspection documentary evidence that its professional indemnity insurance is being maintained in accordance with clause 8.1;
 - 8.3.2 provide confirmation that any occurrence or claim, or of circumstances likely to give rise to a claim, have been properly notified to its insurer in accordance with the requirements of its policy; and
 - 8.3.3 in the event that the Consultant becomes Insolvent, shall provide to the Client documentary evidence that its professional indemnity insurance is being maintained in accordance with clause 8.1 within 5 Business Days of a request from the Client."

SECTION 9: USE OF CONSULTANT'S DESIGN INFORMATION, CONFIDENTIALITY ETC

9.1 Delete 9.1 in its entirety and insert the following new clauses:

9.1.1 "The Consultant, with full title guarantee, grants to the Client an irrevocable, perpetual, non-exclusive, non-terminable, royalty-free licence to use, reproduce and transmit any Material produced or prepared by the Consultant or on the Consultant's behalf for any and all purposes connected with:

- (a) the Project (and any replacement of the Project, if re-procured), including without limitation the preparation of feasibility studies, department strategy documents and output specifications;
- (b) the collection, analysis of and reporting on survey and scheme data for school flood risk and resilience, and any other statistical and research purposes for which it is required by the Client; and
- (c) the Client's delivery of its water strategy programme;

but the Intellectual Property Rights in the Material (produced or prepared by the Consultant or on the Consultant's behalf) shall remain vested in the Consultant. The Consultant shall not be liable for any use by the Client of such Material for any purposes other than those for which the same are or were prepared.

9.1.2 This licence carries the right to grant sub-licences and sub-sub-licences and is transferable without the Consultant's prior consent and shall subsist notwithstanding the termination (for any reason) of this Contract and/or the Consultant's engagement under this Contract.

9.1.3 The Consultant warrants to the Client that the Material produced or prepared by the Consultant or on the Consultant's behalf (save to the extent duly appointed sub-consultants have been used to prepare the same) are its own original work and that in any event their use or the use of any proprietary designs or products prepared by others in connection with the Project shall not infringe the rights of any third person. The Consultant further warrants that where duly appointed sub-consultants have been used their work shall be original and that the Consultant shall obtain the necessary consents in relation to clause 9.1.1. If the use of the Material produced or prepared by the Consultant or on the Consultant's behalf as specified in clause 9.1.1 is found to infringe the rights of any third person, the Consultant shall indemnify the Client against all resulting claims, proceedings, costs, damages and expenses.

9.1.4 The Consultant hereby waives and agrees not to assert (and to procure that any sub-consultants do likewise) any Moral Rights in the Material (produced or prepared by the Consultant or on the Consultant's behalf) under the Copyright, Designs and Patents Act 1988 or any re-enactment or modifications of it."

9.2 Delete 9.2 in its entirety and insert the following new clauses:

"Confidentiality and Information Sharing

9.2.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:

- 9.2.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly;
- 9.2.1.2 not disclose the other Party's Confidential Information to any other person without prior written consent;
- 9.2.1.3 immediately notify the other Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information; and

- 9.2.1.4 notify the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the other Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 9.2.2 Clause 9.2.1 shall not apply to the extent that:
 - 9.2.2.1 such disclosure is a requirement of the law of the contract placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause 9.3 (Freedom of Information);
 - 9.2.2.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 9.2.2.3 such information was obtained from a third party without obligation of confidentiality;
 - 9.2.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
 - 9.2.2.5 it is independently developed without access to the other Party's Confidential Information.
- 9.2.3 The Consultant may only disclose the Client's Confidential Information to Consultant's Persons who are directly involved in the carrying out of the Services and who need to know the information, and shall ensure that such Consultant's Persons are aware of and shall comply with these obligations as to confidentiality.
- 9.2.4 The Consultant shall not, and shall procure that the Consultant's Persons do not, use any of the Client's Confidential Information received otherwise than for the purposes of this Contract.
- 9.2.5 The Consultant may only disclose the Client's Confidential Information to Consultant's Persons who need to know the information, and shall ensure that such Consultant's Persons are aware of, acknowledge the importance of, and comply with these obligations as to confidentiality. In the event that any default, act or omission of any Consultant's Persons causes or contributes (or could cause or contribute) to the Consultant breaching its obligations as to confidentiality under or in connection with this Contract, the Consultant shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any Consultant's Persons, the Consultant shall provide such evidence to the Client as the Client may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the Consultant is taking appropriate steps to comply with this clause 9.2, including copies of any written communications to and/or from Consultant's Persons, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with Consultant's Persons in connection with obligations as to confidentiality.
- 9.2.6 At the written request of the Client, the Consultant shall procure that those members of the Consultant's Persons identified in the Client's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 9.2.7 Nothing in this Contract shall prevent the Client from disclosing the Consultant's Confidential Information:
 - 9.2.7.1 to any Crown Body. All Crown Bodies receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body;

- 9.2.7.2 to a professional adviser, contractor, consultant, supplier or other person engaged by the Client or any Crown Body (including any benchmarking organisation) for any purpose connected with this Contract or any person conducting a review in respect of this Contract on behalf of a public body;
- 9.2.7.3 for the purpose of the examination and certification of the Client's accounts;
- 9.2.7.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Client has used its resources;
- 9.2.7.5 for the purpose of the exercise of its rights under this Contract; or
- 9.2.7.6 to a proposed successor body of the Client in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract,

and for the purposes of the foregoing, disclosure of the Consultant's Confidential Information shall be on a confidential basis and subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Client under this clause 9.2.

- 9.2.8 The Client shall use all reasonable endeavours to ensure that any government department, employee, third party or sub-consultant to whom the Consultant's Confidential Information is disclosed pursuant to the above clause is made aware of the Client's obligations of confidentiality.
- 9.2.9 Nothing in this clause shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of Intellectual Property Rights.
- 9.2.10 The Client may disclose the Confidential Information of the Consultant:
 - 9.2.10.1 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - 9.2.10.2 to the extent that the Client (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions.
- 9.2.11 The Consultant shall not by itself, its employees or agents, and shall procure that its sub-consultants shall not, communicate with representatives of the press, television, radio or other communications media on any matter concerning this Contract or the Services without the prior written approval of the Client.
- 9.2.12 No facilities to photograph or film in or upon any property used in relation to the Services shall be given or permitted by the Consultant unless the Client has given its prior written approval.
- 9.2.13 The Consultant shall not exhibit or attach to any part of the Sites any notice or advertisement without the prior written permission of the Client, save where otherwise required to comply with legislation."

9.3 Insert a new clause 9.3 as follows:

"Freedom of information

- 9.3.1 The Consultant acknowledges that unless the Client has notified the Consultant that the Client is exempt from the provisions of the FOIA, the Client is subject to the requirements of the Code of Practice on Access to Government Information, FOIA and the Environmental Information Regulations. The Consultant shall co-operate with and assist the Client so as to enable the Client to comply with its information disclosure obligations.

- 9.3.2 The Consultant shall:
- 9.3.2.1 transfer to the Client all Requests for Information that it receives as soon as practicable and in any event within 2 Business Days of receiving a Request for Information;
 - 9.3.2.2 provide the Client with a copy of all information in its possession, or power in the form that the Client shall require within 5 Business Days (or such other period as the Client may specify) of the Client's request;
 - 9.3.2.3 provide all necessary assistance as reasonably requested by the Client to enable the Client to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations; and
 - 9.3.2.4 procures that its sub-consultants do likewise.
- 9.3.3 The Client is responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations.
- 9.3.4 The Consultant shall not respond directly to a Request for Information unless authorised to do so by the Client.
- 9.3.5 The Consultant acknowledges that the Client may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000, be obliged to disclose information without consulting or obtaining consent from the Consultant or despite the Consultant having expressed negative views when consulted.
- 9.3.6 The Consultant shall ensure that all information is retained for disclosure for twelve years and shall permit the Client to inspect such records as and when reasonably requested from time to time."

SECTION 10: ASSIGNMENT, NOVATION, THIRD PARTY RIGHTS AND COLLATERAL WARRANTIES

- 10.1 Delete and insert:
- "10.1 Subject to clause 10.2, where it is stated to apply, the Consultant shall not assign transfer or charge any benefit arising under or out of this Contract without the prior written consent of the Client (at its absolute discretion).
- Without prejudice to clause 10.2, where it is stated to apply, the Client may without the consent of the Consultant assign transfer and/or charge the benefit of all or any of the Consultant's obligations under this Contract and/or any benefit arising under or out of this Contract:
- (a) as security to any organisation providing finance in connection with the Project and/or site or any part thereof (and such rights may be re-assigned on redemption);
 - (b) by absolute assignment to any Group Company; and
 - (c) by absolute assignment on two other occasions only."

10.3 Delete clause 10.3 in its entirety.

SECTION 11: SUSPENSION BY THE CLIENT AND TERMINATION

- 11.1.4 Before the comma insert "provided that the suspension was not as a result of or in connection with any act, error, omission, negligence, breach or default by or on behalf of the Consultant or any sub-consultant".
- 11.2 Delete "2 months" and insert "12 months". At the end of the clause insert "provided that the suspension was not as a result of or in connection with any act, error, omission, negligence, breach or default by or on behalf of the Consultant or any sub-consultant".
- 11.4 After "do so, may" insert "if the Client still does not instruct the Consultant to recommence such Services".
- 11.5.2 Delete and insert "In the event of the Consultant's bankruptcy, Insolvency, winding up, liquidation, administration, administrative receivership, LPA receivership and/or any analogous arrangement or event in this or any other jurisdiction, the Client may give notice to the Consultant terminating the Consultant's engagement with immediate effect."
- 11.5.3 Delete and insert "If the Consultant commits a material breach of its obligations (including, without limitation, any act, error, omission, negligence, breach or default by or on behalf of the Consultant or any sub-consultant), the Client may give notice to the Consultant specifying the breach and requiring its remedy. If the Consultant fails to comply with the notice within 14 days, the Client may give notice to the Consultant terminating the Consultant's engagement with immediate effect."
- 11.5.5 Delete.
- 11.5A Insert a new clause 11.5A as follows:

"Prevention of Fraud and Bribery

- 11.5A.1 The Consultant represents and warrants that neither it, nor to the best of its knowledge any of its employees, have at any time on or before the date of this Contract:
 - 11.5A.1.1 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
 - 11.5A.1.2 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.
- 11.5A.2 During the carrying out of the Services the Consultant shall not:
 - 11.5A.2.1 commit a Prohibited Act; and/or
 - 11.5A.2.2 do or suffer anything to be done which would cause the Client or any of the Client'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.
- 11.5A.3 During the carrying out of the Services the Consultant shall:
 - 11.5A.3.1 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;
 - 11.5A.3.2 keep appropriate records of its compliance with this Contract and make such records available to the Client on request; and

- 11.5A.3.3 provide and maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to the Client on request) to prevent it and any Consultant's Persons or any person acting on the Consultant's behalf from committing a Prohibited Act.
- 11.5A.4 The Consultant shall notify the Client immediately in writing if it becomes aware of any breach of clause 11.5A.1, or has reason to believe that it has or any of its employees or sub-consultants have:
 - 11.5A.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - 11.5A.4.2 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
 - 11.5A.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Contract or otherwise suspects that any person or Party directly or indirectly connected with this Contract has committed or attempted to commit a Prohibited Act.
- 11.5A.5 If the Consultant shall make a notification to the Client pursuant to clause 11.5A.4, the Consultant shall respond promptly to the Client's enquiries, co-operate with any investigation, and allow the Client to audit any books, records and/or any other relevant documentation in accordance with this Contract.
- 11.5A.6 If the Consultant breaches clause 11.5A.3, the Client may by notice require the Consultant to remove from carrying out the Services any Consultant's Person whose acts or omissions have caused the Consultant's breach.

Termination for corrupt gifts and fraud

- 11.5A.7.1 If the Consultant or any sub-consultant (or anyone employed by or acting on behalf of any of them) or any of its or their agents or shareholders commits any Prohibited Act, the Client shall be entitled to act in accordance with the provisions of this clause 11.5A.7.
- 11.5A.7.2 If a Prohibited Act is committed by the Consultant or by an employee not acting independently of the Consultant, the Client may terminate the Consultant's employment under this Contract by giving notice to the Consultant.
- 11.5A.7.3 If the Prohibited Act is committed by an employee of the Consultant acting independently of the Consultant, the Client may give notice to the Consultant of termination and the Consultant's employment under this Contract will terminate unless, within 20 Business Days of receipt of such notice, the Consultant terminates the employee's employment and (if necessary) procures the carrying out of such part of the Services by another person.
- 11.5A.7.4 If the Prohibited Act is committed by a sub-consultant of the Consultant or by an employee of that sub-consultant not acting independently of that sub-consultant, the Client may give notice to the Consultant of termination and the Consultant's employment under this Contract will terminate, unless within 20 Business Days of receipt of such notice the Consultant terminates the relevant subcontract and procures the carrying out of such part of the Services by another person.
- 11.5A.7.5 If the Prohibited Act is committed by an employee of a sub-consultant of the Consultant acting independently of that sub-consultant, the Client may give notice to the Consultant of termination and the Consultant's employment under this Contract will terminate, unless within 20 Business Days of receipt of such notice the sub-consultant terminates the employee's employment and (if necessary) procures the carrying out of such part of the Services by another person.

11.5A.7.6 If the Prohibited Act is committed by any other persons not specified in clauses 11.5A.7.2 to 11.5A.7.5, the Client may give notice to the Consultant of termination and the Consultant's employment under this Contract will terminate, unless within 20 Business Days of receipt of such notice the Consultant procures the termination of such person's employment and of the appointment of their employer (where not employed by the Consultant or the sub-consultants) and (if necessary) procures the carrying out of such part of the Services by another person.

11.5A.7.7 Any notice of termination under this clause 11.5A.7 shall specify:

11.5A.7.7.1 the nature of the Prohibited Act;

11.5A.7.7.2 the identity of the party whom the Client believes has committed the Prohibited Act; and

11.5A.7.7.3 the date on which the Consultant's employment under this Contract will terminate, in accordance with the applicable provision of this clause.

11.5A.7.8 In this clause 11.5A.7 the expression "not acting independently of" (when used in relation to the Consultant or any sub-consultant) means and shall be construed as acting with the authority of or knowledge of any one or more of the directors of the Consultant or any of its sub-consultants."

11.5B Insert a new clause 11.5B as follows:

"Termination – Consultant to vacate the Site

11.5B **Insert** new clause 11.5B:

"11.5B Upon the termination of the Consultant's employment under this Contract (and any purported termination by notice given by the Client) the Consultant shall forthwith vacate the site."

Termination at will

11.5C **Insert** new clause 11.5C as follows:

"11.5C.1 The Client may terminate the Consultant's employment under this Contract at any time by complying with its obligations under clause 11.5C.2.

11.5C.2 If the Client wishes to terminate the Consultant's employment under this Contract under this clause 11.5C it must provide written notice (hereinafter called a "**Termination Notice**") to the Consultant stating:

11.5C.2.1 that the Client is terminating the Consultant's employment under this Contract under this clause 11.5C.1; and

11.5C.2.2 that the Consultant's employment under this Contract will terminate on the date specified in the Termination Notice which must be a minimum of 20 Business Days after the date of the Termination Notice.

11.5C.2 The Consultant's employment under this Contract will terminate on the date specified in the Termination Notice referred to in clause 11.5C.2."

11.6.1.2 After "Design Information" insert "and the Materials". Delete from ", provided that in the case of" to "under clause 11.6.2" inclusive.

11.6.2 Replace "insolvency" with "Insolvency". In the final paragraph after "Insolvency or material breach" insert "or under clauses 2.1.2, 2.1.3, 11.5A, 11.5C, 11.5.2 or 11.5.3".

11.6.2.3 Replace "insolvency" with "Insolvency". After "Insolvency or material breach" insert "or under clauses 2.1.2, 2.1.3, 11.5A, 11.5C, 11.5.2 or 11.5.3".

11.6.2.4 Delete.

SECTION 12: SETTLEMENT OF DISPUTES

12.2 At the end of the clause insert the following final paragraphs:

"The Adjudicator shall have power to determine more than one dispute under this Contract at the same time, and if requested to do so by either Party shall determine any matter raised by such Party in the nature of set-off, abatement or counterclaim at the same time as it determines any other matter referred to it.

At the same time as it gives any decision, the Adjudicator shall give reasons for the decision in writing."

Delete clauses 12.3 to 12.8.

SCHEDULES

Schedule 1 Third Party Rights

Delete.

Schedule 2 Supplemental Provisions

Paragraph 1 Delete.

ANNEXURES

Annex A	Fee and Other Payments
Annex B	The Services
Annex C	Consultant Deeds of Collateral Warranty
Annex D	Sub-consultant Deeds of Collateral Warranty
Annex E	Financial Distress
Annex F	UK GDPR
Annex G	Security Provisions
Annex H	Client's Brief

Annex A

Fee and Other Payments

*Note: An asterisk * indicates text that is to be deleted as appropriate.*

1. The Fee

1.1 The Fee *is

* the fixed sum of £3,199,565 (three million one hundred and ninety nine thousand five hundred and sixty five pounds).

1.2 "Total Construction Cost" means for these purposes the amount payable to the Contractor under the Building Contract for the Project excluding:

- any fees for design work by the Contractor or its sub-contractors
- any direct loss and/or expense payable to the Contractor, and
- VAT

and with no deduction for any liquidated damages payable or deductible or for any deductions under the Building Contract in respect of incorrect setting out, defects allowed to remain and the like.

2. Payment of Fee etc.

The Fee shall be payable in accordance with section 7 in the following amounts or percentages

[Invoice date or stage/milestone]

[Percentage of Fee or amount]

The last Business Day in each month

Amount to be calculated monthly in arrears based on the rates and the Services provided in that month.

3. Incentive Payments

Not applicable.

4. Optional Services

The following comprise the Optional Services which, where required, shall be for the following amounts or calculated and charged on the following basis:

Overarching Task	Individual Item	Day rate
PFR regional Provider Technical Tender Documents	Output Specification (for installed PFR solutions)	£ [REDACTED]
Flood Risk Assessments and assurance	Flood Risk Assessment - Individual Rate	£ [REDACTED]
	Flood Risk Assessment - Rate for Batch of 10	£ [REDACTED]
	Flood Risk Assessment - Rate for Batch of 85	£ [REDACTED]
	Design Assurance - Individual Rate	£ [REDACTED]
	Design Assurance - Rate for Batch of 10	£ [REDACTED]
	Design Assurance - Rate for Batch of 85	£ [REDACTED]
	Installation Assurance - Individual Rate	£ [REDACTED]
	Flood Risk Assessment - Rate for Batch of 10	£ [REDACTED]
	Installation Assurance - Rate for batch of 85	£ [REDACTED]
Managing Agent	Programme Management - Rate for managing additional 10 projects	£ [REDACTED]
	Programme Management - Rate for managing additional 50 projects	£ [REDACTED]
	Stakeholder Management/ Comms - Rate for managing additional 10 projects	£ [REDACTED]
	Stakeholder Management/ Comms - Rate for managing additional 50 projects	£ [REDACTED]
Sustainable Drainage Systems (SuDS) delivery	Review SuDS design submitted by grant recipient - Individual rate	£ [REDACTED]
	Review SuDS design submitted by grant recipient - Rate for batch of 9	£ [REDACTED]
Procurement of flood warning service	All of the tasks and outputs specified for the PFR Regional provider procurement, but relating to the procurement of a flood warning system.	£ [REDACTED]

Additional tools, services guidance for schools	Output to be agreed at point of inclusion in variation	£ [REDACTED]
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5. Applicable rates

<i>[No.]</i>	<i>[Person/Grade]</i>	<i>[Rate per hour/day]</i>	
1	Senior Director	[REDACTED]	Per hour
2	Director	[REDACTED]	Per hour
3	Principal / Associate Director	[REDACTED]	Per hour
4	Senior Professional	[REDACTED]	Per hour
5	Professional	[REDACTED]	Per hour
6	Senior Technician	[REDACTED]	Per hour
7	Technician / Graduate	[REDACTED]	Per hour
8	Administration	[REDACTED]	Per hour

6. Additional Services

The rates specified above shall apply (so far as properly applicable) for the purposes of any Additional Services instructed or other Changes within clause 6.3 *subject to the following:

Not applicable.

7. Reimbursable Expenses

Subject to their being properly and necessarily incurred for the purposes of the Project, the following expenses/disbursements of the Consultant shall be reimbursable by the Client up to any maximum amount or rate specified below or as otherwise agreed in writing from time to time:

Not applicable

Save as otherwise agreed in writing all other expenses and disbursements shall be deemed to be included in the Fee.

8. Supporting documents and account records

8.1 Each invoice that includes any of the following types of charge or expenditure should be accompanied by the following documents:

<i>[Charge/Expenditure]</i>	<i>[Documentation]</i>
Not applicable	Not applicable

8.2 The accounting requirements and procedures referred to in clause 2.8 (if any) are as follows:

The process for adding or amending existing supplier / provider bank details are found at <https://www.gov.uk/government/publications/dfc-suppliers-bank-details-forms>.

9. Consultant's designs – additional usage

The terms upon which the Consultant is prepared to license such use of its designs as is mentioned in clause 9.1.3 are as follows:

Not applicable

10. VAT

All amounts and rates shown above are exclusive of VAT.

Annex B

The Services

Annex C

Consultant Deeds of Collateral Warranty

20[●]

Collateral Warranty from Consultant to [Purchaser Tenant Funder]
relating to
[●]

[●] ⁽¹⁾
[●] ⁽²⁾ and
[●] ⁽³⁾

DATE 20[●]

PARTIES

- (1) [●] [(No.[●] / trading together in partnership under the style [●] / a limited liability partnership] [whose registered office is [●] / whose principal place of business is [●]] (**Consultant**).
- (2) [●] [(No.[●] / trading together in partnership under the style [●] / a limited liability partnership] [whose registered office is [●] / whose principal place of business is [●]] (**Beneficiary**).
- (3) [●] [(No.[●] / trading together in partnership under the style [●] / a limited liability partnership] [whose registered office is [●] / whose principal place of business is [●]] (**Client**).

BACKGROUND

- (A) By the Appointment, the Client has engaged the Consultant to act in the capacity of [●] in relation to the [design, specification, construction and completion of the Development at the Site] on the terms and subject to the conditions set out in the Appointment.
- (B) The Beneficiary has entered into an agreement [to purchase / for lease to take a lease of / to provide finance for] [the whole of / part of] the [Development / Site].
- (C) [The Client [shall novate / has novated] all of its rights and obligations under the Appointment by a deed of novation [dated [●]] [to [●]].
- (D) The Consultant has agreed to enter into this Deed for the benefit of the Beneficiary and its successors in title and assigns.

AGREED TERMS

In consideration of the payment of £1 by the Beneficiary to the Consultant (receipt of which is hereby acknowledged) and which the parties hereby agree to be full and valuable consideration it is hereby agreed that:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed the words below have the meanings next to them unless the context requires otherwise:

Appointment	the JCT Consultancy Agreement 2024 (as amended) entered into between the Client and the Consultant, dated [●] for the carrying out of services, duties and obligations in relation to the Development including any documents or arrangements which are supplemental or ancillary to it by way of variation or otherwise.
Business Day	a day which is not a Saturday or Sunday or a bank or national holiday in England.
Construction Products Regulations	UK Construction Products Regulation 2011 and the Construction Products Regulations 2013 (SI 2013/1387).
Development	the development of [●] by the Client at the Site.
Group	in relation to a company: (a) that company and any Subsidiary of that company; (b) the ultimate Holding Company of that company; and

	(c) every other company which is a Subsidiary of the same ultimate Holding Company,
	in each case from time to time.
Group Company	in relation to a Group any member of that Group.
Holding Company	has the meaning given to that term in section 1159 Companies Act 2006 and a company will be treated, for the purposes only of the membership requirement contained in sub-sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) a person (or its nominee) whether by way of security or in connection with the taking of security or (b) its nominee.
Material	all designs, drawings, calculations, charts, diagrams, sketches, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, data, databases, schedules, programmes, bills of quantities, budgets, surveys, levels, setting out dimensions and/or all other documents or materials produced or prepared by or on behalf of the Consultant in relation to and/or connection with the Development and/or Site (including any and all updates, amendments, additions and revisions to them and any works, designs or inventions contained incorporated or referred to in them for any purpose relating to the Development and/or Site) created before, on or after the date of this Deed.
Practical Completion	the date of practical completion of the Development as certified or otherwise evidenced as required under the terms of the relevant building contract.
Site	the land at [●] upon which the Development is to be constructed.
Subsidiary	has the meaning given to that term in section 1159 Companies Act 2006 and a company will be treated, for the purposes only of the membership requirement contained in sub-sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) a person (or its nominee) whether by way of security or in connection with the taking of security or (b) its nominee.
UK Construction Products Regulation 2011	the UK version of Regulation (EU) No 305/2011, as it forms part of English law under the European Union (Withdrawal) Act 2018.

1.2 In this Deed unless the context requires otherwise:

- 1.2.1 references to a Clause or Schedule are to a clause of, or schedule to this Deed, references to this Deed include its schedules, and references in a Schedule to a paragraph are to a paragraph of that Schedule;
- 1.2.2 references to this Deed or any other document are to this Deed or that document as amended or novated from time to time;
- 1.2.3 words denoting the singular include the plural and vice versa;
- 1.2.4 references to a person include any corporate or unincorporated body;

- 1.2.5 the table of contents and headings in this Deed do not affect its interpretation;
- 1.2.6 writing or written does not include e-mail or any other form of electronic communication, other than fax where explicitly stated;
- 1.2.7 the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 1.2.8 references to the parties include their respective successors in title, permitted assignees, estates and legal personal representatives; and
- 1.2.9 unless otherwise specified, a reference to legislation or a legislative provision is a reference to it as amended, consolidated, extended or re-enacted from time to time (whether before or after the date of this Deed) and to any subordinate legislation made under it from time to time.

2. EXERCISE OF SKILL AND CARE

- 2.1 The Consultant warrants and undertakes to the Beneficiary that it has observed and performed and shall continue to observe and perform each and all of its services, duties and obligations contained in or implied by the Appointment. Save as expressly provided for in this Deed the duties and liabilities of the Consultant are to be treated as being no greater than they would have been if the Beneficiary had been a party to the Appointment instead of this Deed and the Consultant shall be entitled to rely on any limitations in the Appointment but neither this provision nor any other provision in this Deed shall entitle the Consultant to raise any defence based on set-off or counterclaim and/or prevent the Beneficiary from recovering loss and/or damage from the Consultant as a result of the Consultant's breach of any provisions of this Deed on the basis that the Client has not suffered any loss and/or damage and/or the same loss and/or damage and the Consultant hereby irrevocably agrees and undertakes not to raise any such arguments by way of defence and/or set-off and/or counterclaim to any claim made by the Beneficiary.
- 2.2 Without prejudice to the generality of Clause 2.1 the Consultant warrants and undertakes to the Beneficiary that it has exercised and shall continue to exercise in the performance of the services, duties and obligations contained in or implied by the Appointment all reasonable skill, care and diligence to be expected of a properly qualified and competent consultant experienced in performing similar services, duties and obligations in relation to developments of a similar nature, value, scope, character, complexity and timescale to the Development.
- 2.3 The Consultant further warrants and undertakes to the Beneficiary that, in observing and performing each and all of its services, duties and obligations contained in or implied by the Appointment, the Consultant shall comply with all applicable statutory and regulatory requirements.
- 2.4 The Consultant acknowledges that the Beneficiary has relied and shall rely on the warranties under this Clause 2 and the other terms of this Deed and may and/or shall suffer loss and/or damage in the event of a breach of these warranties and/or the other terms of this Deed.
- 2.5 The obligations of the Consultant under this Deed shall not be released or diminished by the appointment of any person by the Beneficiary to carry out any independent enquiry into any matter.

3. OBLIGATIONS PRIOR TO TERMINATION OF THE APPOINTMENT

[NOTE - Clauses 3 and 4 (step in rights) are usually only used where the Beneficiary is a purchaser or funder. If the Beneficiary is not a purchaser or funder, or if they are not to be given step in rights, delete Clause 3, 4 and 13; delete the Client details in Clause 9; and delete the Client from being a signatory to this collateral warranty on the coversheet, parties and execution clauses, and instead insert a new definition of Client with their details in the table at Clause 1.1]

- 3.1 The Consultant warrants and undertakes to the Beneficiary that it shall not exercise or seek to exercise any right of termination of the Appointment and/or to discontinue the performance of any of its services, duties and/or obligations thereunder for any reason whatsoever (including any services, duties and/or obligations in relation to the Development by reason of breach on the part of the Client) without giving to the Beneficiary not less than 28 days' notice of its intention to do so and specifying the grounds for the proposed termination and/or discontinuance.
- 3.2 Any period stipulated in the Appointment for the exercise by the Consultant of a right of termination of the Appointment and/or to discontinue the performance of any of its services, duties and/or obligations in relation to the Development shall be extended as may be necessary to take account of the period of notice required under Clause 3.1.
- 3.3 Compliance by the Consultant with the provisions of Clause 3.1 shall not be treated as a waiver of any breach on the part of the Client giving rise to the right of termination of the Appointment and/or to discontinue the performance of any of the Consultant's services, duties and/or obligations in relation to the Development, nor otherwise prevent the Consultant from exercising its rights after the expiration of the notice unless the right of termination and/or right to discontinue shall have ceased under the provisions of Clause 4.

4. OBLIGATIONS OF THE CONSULTANT TO THE BENEFICIARY

[NOTE - Clauses 3 and 4 are usually only used where the Beneficiary is a purchaser or funder – see note under Clause 3 above.]

- 4.1 The right of the Consultant to terminate the Appointment and/or to discontinue the performance of any of its services, duties and/or obligations shall cease within the period of 28 days referred to in Clause 3.1 if the Beneficiary shall give written notice to the Consultant:
 - 4.1.1 requiring the Consultant to continue performing its services, duties and obligations under the Appointment in relation to the Development;
 - 4.1.2 acknowledging that the Beneficiary is assuming all the services, duties and obligations of the Client under the Appointment;
 - 4.1.3 undertaking unconditionally to the Consultant to discharge all payments which may subsequently become due to the Consultant under the terms of the Appointment;and shall pay to the Consultant any sums which have become due and payable to it under the Appointment but which were then unpaid.
- 4.2 Upon compliance by the Beneficiary with the requirements of Clause 4.1 the Appointment shall continue in full force and effect as if the right of termination and/or discontinuance on the part of the Consultant had not arisen and in all respects as if the Appointment had been made between the Consultant and the Beneficiary to the exclusion of the Client.
- 4.3 Notwithstanding that as between the Client and the Consultant the Consultant's rights of termination of the Appointment and/or discontinuance may not have arisen, the provisions of Clause 4.2 shall nevertheless apply if the Beneficiary gives notice to the Consultant and the Client to that effect and the Beneficiary complies with the requirements on its part under Clause 4.1.
- 4.4 The Consultant shall not be concerned or required to enquire whether, and shall be bound to assume that, as between the Client and the Beneficiary the circumstances have occurred permitting the Beneficiary to give notice under Clause 4.1.
- 4.5 The Consultant acting in accordance with the provisions of this Clause 4 shall not by so doing incur any liability to the Client.
- 4.6 Where the Consultant has given rights similar to those contained in Clauses 3 and 4 of this Deed to any other person or persons, then if both the Beneficiary and such other person or persons

shall serve notice under Clause 4.1 or its equivalent, the notice served by the Beneficiary [shall prevail over any notice served by any other person or persons / shall not prevail over any notice served by any other person or persons / shall not prevail over any notice served by [●] but shall prevail over any notice served by any other person or persons.] The Consultant acting in accordance with the provisions of this Clause 4.6 shall not be and shall not be deemed to be in breach of the provisions of this Deed by doing so, nor shall the Consultant in doing so incur any liability to the Beneficiary.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 The Consultant with full title guarantee grants to the Beneficiary, with immediate effect, an irrevocable, perpetual, non-exclusive, non-terminable, royalty-free licence to use, reproduce and transmit any or all of the Materials produced or prepared by the Consultant or on the Consultant's behalf for any purpose whatsoever relating to the Development and/or the Site including (without limitation) the design, construction, completion, promotion, advertisement, funding, sale, letting, disposal, fitting out, maintenance, use, occupation, management, repair, reinstatement, re-construction, modification, alteration, refurbishment, re-development, decommissioning, demolition and/or extension of the Development and/or the Site. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties without the Consultant's prior consent and shall subsist notwithstanding the termination (for any reason) of the Appointment.
- 5.2 The Consultant shall not be liable for the consequences of any use by the Beneficiary of the Materials for any purposes other than those for which the same are or were prepared.
- 5.3 The Consultant warrants to the Beneficiary that it is authorised to grant the licence set out in Clause 5.1 in respect of any Materials whose intellectual property rights are vested in any third person and that the use of the Materials for any purpose relating to the Development and/or Site shall not infringe the rights of any third person. If the use of the Materials is found to infringe the rights of any third person, the Consultant shall indemnify the Beneficiary against all resulting claims, proceedings, damages, costs and expenses.
- 5.4 To the extent that the Consultant is (or at the time of their creation may be) the author of the Materials, the Consultant hereby absolutely waives and agrees not to assert any moral rights which it might otherwise be deemed to possess pursuant to the Copyright, Designs and Patents Act 1988 or any equivalent legislation in respect of the Materials; and to the extent that the Consultant is not the author, the Consultant warrants that the author has not asserted and has waived and agreed to waive any such moral rights which the author might otherwise be deemed to possess.
- 5.5 The Consultant agrees:
- 5.5.1 on request at any time to give the Beneficiary or any persons authorised by the Beneficiary full and sufficient access to the Materials and, at the Beneficiary's expense, to provide full and proper copies of the Materials (including copy negatives and electronic copies); and
- 5.5.2 at the Consultant's expense, to provide the Beneficiary with a set of all Materials on Practical Completion.
- 5.6 All royalties or other sums payable in respect of the supply and use of any patented articles, processes or inventions required in connection with the Appointment shall be paid by the Consultant and the Consultant shall indemnify the Beneficiary from and against all claims, proceedings, damages, costs and expenses suffered or incurred by the Beneficiary by reason of the Consultant infringing or being held to infringe any intellectual property rights in the course of or in connection with the Appointment.
- 5.7 The Consultant shall (subject to the Beneficiary paying the Consultant's reasonable costs so to do) if reasonably requested by the Beneficiary at any time execute such documents and perform such acts as may be required fully and effectively to assure to the Beneficiary the rights referred to in this Clause 5.

6. INSURANCE

- 6.1 The Consultant warrants to the Beneficiary that it maintains, has at all relevant times maintained, and shall continue to maintain throughout the duration of the Development and for a period of 12 years following Practical Completion (irrespective of any termination of the Appointment or the Consultant's employment under the Appointment for any reason) professional indemnity insurance with reputable insurers lawfully carrying on such insurance business in the United Kingdom with a limit of indemnity of not less than £10,000,000 (ten million pounds) for any one claim and in the aggregate to cover any claims made under this Deed against the Consultant in relation to the Development.
- 6.2 The Consultant shall maintain the professional indemnity insurance on terms and conditions that do not require the Consultant to discharge any liability before being entitled to recover from the insurers and would not adversely affect the rights of any person to recover from the insurers pursuant to the Third Parties (Rights Against Insurers) Act 2010.
- 6.3 As and when reasonably required by the Beneficiary the Consultant shall provide satisfactory documentary evidence of the terms of insurance referred to in Clause 6.1 and that the insurance referred to in Clause 6.1 is being properly maintained, and shall confirm that payment has been made in respect of the last preceding premium due under such insurance.
- 6.4 The Consultant warrants that it has at all relevant times observed and shall continue to observe all of the conditions of the insurance policy referred to in Clause 6.1 and all of the insurance provisions contained or referred to in the Appointment.
- 6.5 The preceding parts of this Clause 6 shall not apply at times when and to the extent that the insurance referred to in Clause 6.1 is not available in the United Kingdom insurance market at commercially reasonable rates, and the Consultant has notified the Beneficiary accordingly. Upon such notification the Consultant shall make itself available to the Beneficiary to discuss reasonable means of protecting the Beneficiary and the Consultant shall take any reasonable steps requested by the Beneficiary. For the purposes of this Clause 6.5, **commercially reasonable rates** shall mean such level of premium rates at which other consultants of a similar size and financial standing as the Consultant at each renewal date generally continue to take out such insurance. For the avoidance of doubt, any increased or additional premium required by insurers by reason of the Consultant's own claims record or other acts, errors, omissions, negligence, breaches, defaults, matters or things particular to the Consultant shall be deemed to be within commercially reasonable rates.

7. HEALTH AND SAFETY

The Consultant warrants that it has complied and shall comply with all of its obligations in relation to the Development as set out in the Construction (Design and Management) Regulations 2015.

8. EXCLUDED MATERIALS

- 8.1 The Consultant warrants that it has not and shall not use and/or permit the use of and/or specify for use in or in connection with the Development any substances materials equipment products kit practices or techniques which by their nature or application do not conform with relevant British Standards or Codes of Practice or regulations or good building practice or any European Union equivalent current at the time of use or permission or specification, nor any substances materials equipment products kit practices or techniques which are generally known or generally suspected within the Consultant's trade and/or the construction industry:
- 8.1.1 to be deleterious in the particular circumstances in which they are used or specified for use to the health or safety of any person;
- 8.1.2 to be deleterious in the particular circumstances in which they are used or specified for use to the health, safety, stability, performance, physical integrity and/or durability of the Development or any part thereof and/or to other structures, finishes, plant and/or machinery;

- 8.1.3 to reduce or possibly reduce the normal life expectancy of developments of a type comparable to the Development;
- 8.1.4 to become deleterious without a level or cost of maintenance which is higher than that which would normally be expected in a development of a type comparable to the Development;
- 8.1.5 not to comply with or have due regard to the report entitled "Good Practice in the Selection of Construction Materials" (current edition) published by the British Council for Offices; and/or
- 8.1.6 to be supplied or placed on the market in breach of the Construction Products Regulations.

9. COMMUNICATIONS

- 9.1 Except as otherwise provided for in this Deed, all notices or other communications under or in respect of this Deed to either party shall be deemed to be duly given or made when:
 - 9.1.1 delivered (in the case of personal delivery or letter); or
 - 9.1.2 despatched (in the case of facsimile)to that party at the address or facsimile number appearing below (or at such other address or facsimile number as that party may hereafter specify for this purpose to the other):
 - in the case of the Consultant: [●] [NOTE - name / address / facsimile to be inserted]
 - in the case of the Beneficiary: [●] [NOTE - name / address / facsimile to be inserted]
 - in the case of the Client: [●] [NOTE - name / address / facsimile to be inserted]
- 9.2 A written notice includes a notice by facsimile. A notice or other communication which is not received on a Business Day or which is received after business hours in the place of receipt shall be deemed to be given or made on the next following Business Day in that place.

10. CONCURRENT LIABILITIES

The rights and benefits conferred upon the Beneficiary by this Deed are in addition to any other rights and remedies it may have against the Consultant including, without prejudice to the generality of the foregoing, any remedies in negligence.

11. ASSIGNMENT

- 11.1 The Beneficiary may without the consent of the Consultant assign transfer and/or charge the benefit of all or any of the Consultant's obligations under this Deed and/or any benefit arising under or out of this Deed:
 - 11.1.1 by way of security or by way of re-assignment on redemption; and
 - 11.1.2 by absolute assignment to any Group Company of the Beneficiary; and
 - 11.1.3 by absolute assignment on two other occasions only.
- 11.2 In this Deed references to the Beneficiary include where the context admits its permitted assignees.

11.3 The Consultant shall not be entitled to contend that any person to whom this Deed is assigned in accordance with Clause 11.1 is precluded from recovering under this Deed any loss incurred by such assignee resulting from any breach of this Deed (whenever happening), by reason that such person is an assignee and not a named party under this Deed.

11.4 The Consultant shall not be entitled to assign, transfer and/or charge the benefit of any (if any) of the Beneficiary's obligations under this Deed and/or any benefit (if any) arising to the Consultant out of this Deed.

12. LIMITATION PERIOD

The liability of the Consultant under this Deed shall cease 12 years following Practical Completion save in relation to any claims made by the Beneficiary against the Consultant and/or notified by the Beneficiary to the Consultant in writing prior thereto. For the avoidance of doubt, the parties agree that any provisions of the Limitation Act 1980 to the contrary will not apply to this Deed.

13. CLIENT

[NOTE - delete if Clauses 3 and 4 are deleted]

The Client agrees that it shall not take any steps which would prevent or hinder the Beneficiary from exercising its rights under this Deed and confirms that the rights of the Beneficiary in Clauses 3 and 4 override any obligations of the Consultant to the Client under the Appointment.

14. GOVERNING LAW AND JURISDICTION

14.1 This Deed 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) is governed by and construed in accordance with the law of England and Wales.

14.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear and decide any suit, action or proceedings and/or settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

15. RIGHTS OF THIRD PARTIES

Unless the right of enforcement is expressly provided for, no third party (as defined in the Contracts (Rights of Third Parties) Act 1999) except for any permitted successor or assignee of any party to this Deed has any rights under that Act to enforce any term of this Deed.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by [insert name of company] acting by [insert name of first director], a director and [insert name of second director or secretary] [a director/its secretary]

.....
Director

.....
[Director/Secretary]

CONDITIONS

SECTION 1: DEFINITIONS AND INTERPRETATION

- 1.1 Delete the definitions "**Arbitrator**", "**Beneficiary**", "**Funder**", "**Information Release Schedule**", "**Purchaser**", "**Tenant**", and "**Third Party Rights**".
Amend the definitions in clause 1.1 as follows:

Agreement	at the end of the definition insert ", as amended by the Schedule of Amendments"
Article	at the end of the definition insert ", as amended by the Schedule of Amendments"
Building Regulations:	delete the definition and substitute "the Building Regulations 2010 and any modification or replacement of the same";
Conditions	at the end of the definition insert ", as amended by the Schedule of Amendments".
Contract	after "Conditions" insert ", the Schedule of Amendments".
Contract Particulars	at the end of the definition insert ", as amended by the Schedule of Amendments".
Design Information	After "other material" insert "and/or information".
Interest Rate	delete "5%" and insert "3%".
Recitals	at the end of the definition insert ", as amended by the Schedule of Amendments".
Services	at the end of the definition insert ", and all services, duties and obligations to be provided and performed by the Consultant as set out in the Contract".
Statutory Requirements	after "this Contract" in the third line, insert: " ", any code of practice or guideline for the time being in force under the Health and Safety etc. at Work Act 1974 or the Control of Pollution Act 1974 or the Environmental Protection Act 1990".
Third Party Agreement	After "or the use of it" insert ", or any other third party agreement,".

- 1.1 Insert the following new definitions in clause 1.1:

Barred Lists	the barred lists provided for under the Safeguarding Vulnerable Groups Act 2006 as amended by the Protection of Freedoms Act 2012 (as may be amended or re-enacted from time to time).
CBO	a Criminal Behaviour Order as defined in the Anti-Social Behaviour, Crime and Policing Act 2014.
Change of Control	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010.

Client	the Secretary of State for Education, of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT, which expression shall include permitted assignees and successors in title.
Client's Confidential Information	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and contractors of the Client, including all Intellectual Property Rights, 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 be considered to be confidential.
Client's Person	all persons employed, engaged or authorised by the Client, excluding the Consultant, Consultant's Persons.
Commercially Sensitive Information	the information agreed between the Parties (if any) comprising the information of a commercially sensitive nature relating to the Consultant, the charges for the Services, its Intellectual Property Rights or its business or which the Consultant has indicated to the Client that, if disclosed by the Client, would cause the Consultant significant commercial disadvantage or material financial loss, but excluding always the Fee.
Confidential Information	the Client's Confidential Information and/or the Consultant's Confidential Information.
Construction Products Regulations	UK Construction Products Regulation 2011 and the Construction Products Regulations 2013 (SI 2013/1387).
Consultant's Confidential Information	any information (excluding the Fee), however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and contractors of the Consultant, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including the Commercially Sensitive Information;
Consultant's Persons	the Consultant's employees and agents, all other persons employed or engaged on or in connection with the Services or any part of them and any other person properly on the site in connection therewith, excluding the Client and Client's Persons.
Convictions	other than in relation to any minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding overs (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order).
Crown Body	any Contracting Body as defined in Regulation 5(2) of the Public Contracts (Services, Service and Supply) (Amendment) Regulations 2000 other than the Client.
Data Protection Laws	means, as applicable to either Party and/or to the rights, responsibilities and/or obligations of either Party in connection with this Contract:

- (a) the UK GDPR;
- (b) the Data Protection Act 2018;
- (c) the Directive 2002/58/EC (ePrivacy Directive) and/or the Privacy and Electronic Communications (EC Directive) Regulations 2003;
- (d) any other applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either Party and/or to the rights, responsibilities and/or obligations of either Party in connection with this Contract;
- (e) any laws which implement any such laws; and
- (f) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

Debarment List	the published list of suppliers under the Procurement Act who are prohibited from participating in public procurement processes due to their past behaviour or circumstances.
Disclosure and Barring Scheme	the disclosure and barring scheme operated by the Disclosure and Barring Service.
Disclosure and Barring Service	the non-departmental public body established pursuant to the Protection of Freedoms Act 2012.
DOTAS	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notable 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.
Enhanced with Lists Check	the check carried out by the Disclosure and Barring Service that also includes a check of the Barred Lists.
Environmental Information Regulations	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.
FOIA	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.
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 and to avoid national insurance contributions.
Good Industry Practice	that degree of skill, care, prudence and foresight which would ordinarily be expected from time to time from a skilled and

experienced technical advisory consultant under the same or similar circumstances.

Group Company

any subsidiary company or holding company of an assignor, or another subsidiary or holding company of such company, as 'subsidiary' and 'holding company' are defined in the Companies Act 2006 but on the basis that the holding of not less than one quarter of voting rights shall be deemed to satisfy the condition in section 1159(1)(a).

Halifax Abuse Principle

the principle explained in the CJEU Case C-255/02 Halifax and others.

Insolvent

means for the purposes of this Contract:

- (a) if a company:
 - (i) when it enters administration within the meaning of Schedule B1 to the Insolvency Act 1986;
 - (ii) on the appointment of an administrative receiver or a receiver or manager of its property under Chapter I of Part III of that Act, or the appointment of a receiver under Chapter II of that Part;
 - (iii) on the passing of a resolution for voluntary winding-up without a declaration of solvency under section 89 of that Act; or
 - (iv) on the making of a winding-up order under Part IV or V of that Act;
- (b) if a partnership:
 - (i) on the making of a winding-up order against it under any provision of the Insolvency Act 1986 as applied by an order under section 420 of that Act; or
 - (ii) when sequestration is awarded on the estate of the partnership under section 12 of the Bankruptcy (Scotland) Act 1985 or the partnership grants a trust deed for its creditors;
- (c) if an individual:
 - (i) on the making of a bankruptcy order against it under Part IX of the Insolvency Act 1986; or
 - (ii) on the sequestration of its estate under the Bankruptcy (Scotland) Act 1985 or when it grants a trust deed for its creditors;
- (d) if:
 - (i) 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 any of its creditors (excluding a

scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction);

- (ii) (in the case of a partnership) each partner is the subject of an individual arrangement or any other event or proceedings referred to in this definition; or
- (iii) it applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

(and 'Insolvency' shall be construed accordingly)

Intellectual Property Rights

- (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;
- (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction;
- (c) all other rights having equivalent or similar effect in any country or jurisdiction; and
- (d) all or any goodwill relating or attached thereto.

Law

any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Consultant is bound to comply.

Material

means all designs, drawings, calculations, charts, diagrams, sketches, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, data, databases, schedules, programmes, bills of quantities, budgets, surveys, levels, setting out dimensions and/or other documents or materials produced or prepared by or on behalf of the Consultant or the Client in relation to and/or connection with the appointment of the Consultant under this Contract, the Client's water strategy programme, the Project and/or the site (whether in existence or to be made) and all updates, amendments, additions and revisions to them and any works, designs or inventions contained incorporated or referred to in them for any purpose relating to the Client's water strategy programme, the Project and/or the site.

Moral Rights

moral rights under Chapter IV of Part 1 of the Copyright Designs and Patents Act 1988.

Named Employee

has the meaning set out in clause 2.1A.

Occasions of Tax Non-Compliance

- (a) where any tax return of the Consultant submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:
 - i. a Relevant Tax Authority successfully challenging the Consultant 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;

- ii. the failure of an avoidance scheme which the Consultant was involved in, and which was, or should have been, notified to a Relevant Tax Authority under DOTAS or any equivalent or similar regime; and/or
- (b) where any tax return of the Consultant submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the date of this Contract or to a civil penalty for fraud or evasion.

Personal Data	has the meaning given in applicable Data Protection Laws from time to time.
Procurement Act	the Procurement Act 2023 and any modification or replacement of the same.
Prohibited Act	<ul style="list-style-type: none">(a) to directly or indirectly offer, promise or give any person working for or engaged by the Client or any other public body a financial or other advantage to:<ul style="list-style-type: none">(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 Contract;(c) committing any offence:<ul style="list-style-type: none">(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);(ii) under legislation or common law concerning fraudulent acts; or(iii) defrauding, attempting to defraud or conspiring to defraud the Client; or(d) any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or conduct had been carried out in the UK;
Relevant Requirements	all applicable laws 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	HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the Consultant is established.

Request for Information	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations.
Schedule of Amendments	this Schedule of Amendments.
Sensitive Works	the carrying out of any part of the Services (including during the making good of any defects) in or on any part or parts of the site which may allow direct access to premises occupied or used, or likely to be occupied or used, during the course of the Services by pupils or students attending the educational facilities.
Security Policy	the Client's security policy attached as Annex G (Security Provisions) as may be updated from time to time.
SME	Small and medium-sized enterprises.
UK Construction Products Regulation 2011	the UK version of Regulation (EU) No 305/2011, as it forms part of English law under the European Union (Withdrawal) Act 2018.
UK GDPR	the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

- 1.2.4 After "body corporate" insert "or any legal entity having legal capacity".
- 1.4 Insert a new final paragraph "All payments made by the Client to the Consultant pursuant to any such interim agreement, letter of intent and/or other arrangement shall be deemed to have been made as part of the Fee. For the avoidance of doubt, the Client shall have no further liabilities (including any liability to make any payments) under such interim agreement, letter of intent and/or other arrangement."
- 1.5 Delete and insert: "Unless the right of enforcement is expressly provided for it is not intended that a third party should have the right to enforce a provision of this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999. This clause shall not affect or prevent any assignees who take the benefit of this Contract pursuant to clause 10 or successors in title to the Client from enforcing the provisions of this Contract."
- 1.7 Delete and insert: "This Contract 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."
- 1.8 Insert a new clause 1.8:
- "Freedom of Information**
- 1.8.1 The Consultant recognises that the Client is subject to legal duties which may require the release of information under the Freedom of Information Act 2000 (**the Act**) and that the Client shall be/is under an obligation to provide information on request. Such information may include matters relating to, arising under or out this Contract.
- 1.8.2 The Consultant recognises that each request for information must be considered individually and that any decision to disclose information shall be the decision of the Client.

- 1.8.3 The Client shall not be liable to the Consultant for any loss, damage, harm or other detriment, however caused arising from the disclosure of any information under the Act or other similar legislation or equivalent codes.
- 1.8.4 The Consultant shall provide such assistance to the Client as the Client requires to enable it to comply with its obligations under the Act or other similar legislation or equivalent codes.
- 1.8.5 The Consultant shall promptly pass any requests for information under or in relation to the Act or other similar legislation or equivalent codes which it receives to the Client. The Consultant shall not respond directly to any such requests for information unless instructed to do so by the Client."

1.9 Insert a new clause 1.9:

"UK GDPR

1.9.1 Each Party shall comply with all Data Protection Laws in connection with the exercise and performance of its respective rights and obligations under this Contract.

1.9.2 Each Party shall comply with the provisions of Annex F.

1.10 Insert a new clause 1.10:

"Tax Compliance

1.10.1 The Consultant represents and warrants that as at the date of this Contract, it has notified the Client in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance.

1.10.2 If, at any point prior to the end of the Rectification Period, an Occasion of Tax Non-Compliance occurs, the Consultant shall:

1.10.2.1 notify the Client in writing of such fact within 5 days of its occurrence; and

1.10.2.2 promptly provide to the Client:

1.10.2.2.1 details of the steps which the Consultant is taking to address the Occasions of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and

1.10.2.2.2 such other information in relation to the Occasion of Tax Non-Compliance as the Client may reasonably require."

1.11 Insert a new clause 1.11:

"Publicity and Branding

1.11.1 The Consultant shall not:

- a. make any press announcements or publicise this contract in any way; or
- b. use the Client's name or brand in any promotion or marketing or announcement of the contract;

without the prior written approval of the Client.

- 1.11.2 The Client is entitled to publicise the contract in accordance with any legal obligation upon the Client, including any examination of the contract by the National Audit Office pursuant to the National Audit Act 1983 or otherwise."

- 1.12 Insert a new clause 1.12:

"Change of Control

- 1.12.1 The Consultant shall notify the Client immediately in writing and as soon as the Consultant 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. The Consultant shall ensure that any notification sets out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
- 1.12.2 The Client may terminate the Consultant's obligation to perform the Services (which shall take effect as termination under clause 11.5.1) within six months from:
- a. being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
 - b. where no notification has been made, the date that the Client becomes aware that a Change of Control is anticipated or is in contemplation or has occurred, but shall not be permitted to terminate where an approval was granted prior to the Change of Control."

- 1.13 Insert a new clause 1.13:

"Financial Standing

The Client may terminate the Consultant's obligation to perform the Service (which shall take effect as termination under clause 11.5.1) where in the reasonable opinion of the Client there is a material detrimental change in the financial standing and/or the credit rating of the Consultant which:

- a. adversely impacts on the Consultant's ability to perform its obligations under this Contract; or
- b. could reasonably be expected to have an adverse impact on the Consultant's ability to perform its obligations under this Contract."

- 1.14 Insert a new clause 1.14:

"Records, audit access and open book data

- 1.14.1 The Consultant shall keep and maintain for twelve years full and accurate records and accounts of the operation of this contract including the service provided under it, any subcontracts and the amounts paid by the Client.
- 1.14.2 The Consultant shall:
- a. keep the records and accounts referred to in clause 1.14.1 in accordance with law;
 - b. afford any auditor access to the records and accounts referred to in clause 1.14.1 at the Consultant's premises and/or provides records and accounts (including copies of the Consultant's published accounts) or copies of the same, as may be required by any auditor from time to time during the Consultant performing the Services and the liability period under the contract in order that the auditor may carry out an inspection to assess

compliance by the Consultant and/or its sub-consultants of any of the Consultant's obligations under this contract including in order to:

- i. verify the accuracy of any amounts payable by the Client under this contract (and proposed or actual variations to them in accordance with this Contract);
 - ii. verify the costs of the Consultant (including the costs of all sub-consultants and any third party suppliers) in connection with performing 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 Client has no obligation to inform the Consultant of the purpose or objective of its investigations;
 - iv. obtain such information as is necessary to fulfil the Client's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; and
 - 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 Client has used its resources;
- c. subject to the Consultant's rights in respect of confidential information, the Consultant provides the auditor on demand with all reasonable co-operation and assistance in respect of:
- i. all reasonable information requested by the Client within the scope of the audit;
 - ii. reasonable access to sites controlled by the Consultant and to any Consultant's equipment used to perform the Services; and
 - iii. access to the Consultant's personnel.

1.14.3 The Parties bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 1.14, unless the audit reveals a default by the Consultant in which case the Consultant reimburses the Client for the Client's reasonable costs incurred in relation to the audit.

1.14.4 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 Consultant and the carrying out of an examination under Section 6(3)(d) of the National Audit Act 1983 in relation to the Consultant is not a function exercisable under this contract."

1.15 Insert a new clause 1.15:

"Equality and diversity

- 1.15.1 The Consultant shall perform its obligations under this contract in accordance with
- a. all applicable equality law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and
 - b. any other requirements and instructions which the Client reasonably imposes in connection with any equality obligations imposed on the Client at any time under applicable equality law;
- 1.15.2 The Consultant shall take all necessary steps, and inform the Client of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation)."

1.16 Insert a new clause 1.16:

"Conflicts of interest

- 1.16.1 The Consultant shall take appropriate steps to ensure that neither the Consultant nor any of its personnel are placed in a position where (in the reasonable opinion of the Client) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Consultant or its personnel and the duties owed to the Client under this contract.
- 1.16.2 The Consultant shall promptly notify and provide full particulars to the Client if such conflict referred to in the clause above arises or may reasonably be foreseen as arising.
- 1.16.3 The Client may terminate the Consultant's obligation to perform the Services immediately under clause 11.5.2 (as if Insolvency applied) and/or to take such other steps the Client deems necessary where, in the reasonable opinion of the Client, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Consultant and the duties owed to the Client under this contract."

1.17 Insert a new clause 1.17:

"Financial distress

The Consultant complies with the provisions of Annex E (Financial Distress) in relation to the assessment of the financial standing of the Consultant and the consequences of a change to that financial standing."

1.18 Insert new clause 1.18

"Security Requirements

The Consultant shall comply with, and procure the compliance of the Consultant's Persons, with:

- 1.18.1 the Security Policy
- 1.18.2 Contract Schedule Annex G (Security Provisions)."

1.19 Insert new clause 1.19

"Cyber Essentials

The Client and the Consultant shall comply with the provisions Clause 1.2 Cyber Essentials of Annex G (Security Provisions)."

SECTION 2: CONSULTANT'S GENERAL OBLIGATIONS

Renumber clause 2.1 as 2.1.1

- 2.1.1 After "the Client's Brief" insert "and the Contract". After "expected of a" insert "properly qualified". After "size, scope" insert ", nature, value, character, timescale". After "complies with" insert "the terms of this Contract and",

At the end of 2.1.1 insert the following new paragraphs:

- "2.1.2 In performing its obligations under this Contract, the Consultant shall and shall ensure that each of its sub-consultants shall comply with the Modern Slavery Act 2015.
- 2.1.3 The Consultant shall notify the Client as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.
- 2.1.4 In the event that the Consultant fails to comply with clauses 2.1.2 and 2.1.3 and/or does not provide details of proposed mitigating factors which in the reasonable opinion of the Client are acceptable, then the Client reserves the right to:
- (a) require the Consultant to remove from the performance of the Services any Consultant's Persons whose acts or omissions have caused the default; and/or
 - (b) immediately terminate the employment of the Consultant under this Contract in accordance with clause 11.5.3."

2.1A Insert a new clause 2.1A:

"Disclosure and Barring

- 2.1A.1 The Consultant shall procure that in respect of all potential staff or persons (including sub-consultants of any tier) who will be carrying out any Sensitive Works (each a "**Named Employee**") before a Named Employee begins to attend the site to perform any Sensitive Works:
- 2.1A.1.1 each Named Employee is questioned as to whether he or she or they have any Convictions or CBOs;
 - 2.1A.1.2 the results of an Enhanced with Lists Check is obtained from the Disclosure and Barring Service in respect of each Named Employee;
 - 2.1A.1.3 to the extent permitted by law a copy of the results of such checks by the Consultant as are referred to in clause 2.1A.1.2 are notified to the Client.
- 2.1A.2 The Consultant shall procure that:
- 2.1A.2.1 no person who appears on a Barred List following the results of the Enhanced with Lists Check referred to in clause 2.1A.1.2 shall be employed or engaged in the performance of the Sensitive Works; and
 - 2.1A.2.2 it shall and shall procure that all sub-consultants shall comply with all reporting requirements of the Disclosure and Barring Service.
- 2.1A.3 The Consultant shall procure that no person who discloses any Convictions or CBOs, or who is found to have any Convictions following the results of the Enhanced with Lists Check referred to in clause 2.1A.1.2, is employed or engaged in carrying out any part of any Sensitive Works without the Client's prior written consent.
- 2.1A.4 Insofar as permitted by law, the Consultant shall procure that the Client is kept advised at all times of any member of staff or employee of any sub-consultant engaged in the provision of the Sensitive Works:
- 2.1A.4.1 who subsequent to his/her/their commencement of employment as a member of staff receives a Conviction or CBO which becomes known to the Consultant or a sub-consultant or whose previous Convictions or CBO become known to the Consultant or a sub-consultant (or any employee of the Consultant or sub-consultant involved in the provision of the Sensitive Works); or

- 2.1A.4.2 in respect of whom information is referred to the Disclosure and Barring Service pursuant to the Disclosure and Barring Service (as appropriate); or
- 2.1A.4.3 whom the Disclosure and Barring Service is "minded to bar" or who is placed on a Barred List pursuant to the Disclosure and Barring Scheme which becomes known to the Consultant or a sub-consultant.
- 2.1A.5 In the event that any member of staff of the Consultant or a sub-consultant is added to a Barred List, the Consultant shall procure that such member of staff is removed from the site and shall cease to be engaged in the Sensitive Works.
- 2.1A.6 Save to the extent prescribed otherwise pursuant to the Disclosure and Barring Service this clause 2.1A shall not apply to those individuals who shall be required by the Consultant to attend on the site to provide emergency reactive services. In the case of such individuals, the Consultant shall ensure that such individuals are accompanied at all times while on the site by a member of the Consultant's staff who has been properly employed or engaged in accordance with this clause 2.1A."

2.1B Insert a new clause 2.1B:

"Conduct of Staff and Security Arrangements

- 2.1B.1 Whilst engaged at the site the Consultant shall and shall procure that its staff and the staff of any sub-consultant of any tier shall comply with any Client's policies relating to the conduct of staff and security arrangements.
- 2.1B.2 The Client (acting reasonably) may:
 - 2.1B.2.1 instruct the Consultant that disciplinary action is taken against any employee of the Consultant or any sub-consultant of any tier involved in the provision of the Services (in accordance with the terms and conditions of employment of the employee concerned) where such employee misconducts itself or is incompetent or negligent in its duties (in which case the Client shall co-operate with any disciplinary proceedings and shall be advised in writing of the outcome); or
 - 2.1B.2.2 where the Client has reasonable grounds for considering that the presence or conduct of an employee at any location relevant to the performance of the Services is undesirable, require the exclusion of the relevant employee from the relevant location(s)."

2.1C Insert a new clause 2.1C:

"Admission to the Site

- 2.1C.1 Subject to the remainder of this clause 2.1C.1, the Consultant shall at least 20 Business Days before the date on which the Consultant first carries out any Sensitive Works provide the Client with a written list of the names and addresses of all employees or other persons who it expects may require admission to the site in connection with the carrying out of any Sensitive Works, specifying the capacities in which those employees or other persons are concerned with any Sensitive Works and giving such other particulars as the Client may require. The Consultant shall update this information as and when any such individuals are replaced or complemented by others, not less than 20 Business Days before their inclusion. The decision of the Client on whether any person is to be refused admission to the site shall be final and conclusive and the Client shall not be obliged to give reasons for its decision.
- 2.1C.2 Where the Consultant is unable (acting reasonably) to comply with clause 2.1C.1 by the time period specified in it then the Consultant shall comply with its obligations under that clause as soon as reasonably practicable and by no later than the end of the day on which the relevant individual first goes on the site. Until such time as the Consultant has complied with its obligations in respect of that individual, he or she or they shall at all times be accompanied on

the site by a member of the Consultant or Consultant's Person's staff who has been properly notified to the Client in accordance with clause 2.1C.1.

- 2.1C.3 This clause 2.1C shall not apply to those individuals who shall be required by the Consultant or Consultant's Person to attend the site to provide emergency reactive services. In the case of such individuals, the Consultant shall, or shall procure that any Consultant's Person shall ensure that such individuals are accompanied at all times while on the site by a member of the Consultant or Consultant's Person's staff who has been properly notified to the Client in accordance with clause 2.1C.1."

- 2.1D Insert a new clause 2.1D:

"Refusal of Admission

- 2.1D The Client reserves the right to refuse to admit to the site or to any existing buildings on the site any person employed or engaged by the Consultant or any sub-consultant of any tier, whose admission would, in the opinion of the Client, present a risk to themselves or any pupils or students attending the educational facilities, or a Client's Person or property, and shall not be obliged to give any reasons for such refusal."

- 2.1E Insert a new clause 2.1E:

"Decision to Refuse Admission

- 2.1E The decision of the Client as to whether any person is to be refused admission to the site pursuant to clause 2.1D shall be final and conclusive."

- 2.1F Insert a new clause 2.1F:

"Removal from Site

- 2.1F The Consultant shall comply with and/or procure compliance with any notice issued by the Client from time to time requiring the removal from the site of any person employed thereon who in the opinion of the Client acting reasonably is not acceptable on the grounds of risk to themselves or any pupils or students attending the educational facilities, or any Client's Person or property and that such persons shall not be employed again in connection with the Services without the written consent of the Client."

- 2.2 Delete ", subject only to clause 6.5"

- 2.4 Delete and insert: "The Consultant warrants that it has not and shall not use and/or permit the use of and/or specify for use in or in connection with the Project any substances materials equipment products kit practices or techniques which by their nature or application do not conform with relevant British Standards or Codes of Practice or regulations or good building practice or any European Union equivalent current at the time of use or permission or specification, nor any substances materials equipment products kit practices or techniques which are generally known or generally suspected within the Consultant's profession and/or the construction industry:

2.4.1 to be deleterious in the particular circumstances in which they are used or specified for use to the health or safety of any person;

2.4.2 to be deleterious in the particular circumstances in which they are used or specified for use to the health, safety, stability, performance, physical integrity and/or durability of the Project or any part thereof and/or to other structures, finishes, plant and/or machinery;

2.4.3 to reduce or possibly reduce the normal life expectancy of works of a type comparable to the Project;

- 2.4.4 to become deleterious without a level or cost of maintenance which is higher than that which would normally be expected in a works of a type comparable to the Project;
- 2.4.5 not to comply with or have due regard to the report entitled "Good Practice in the Selection of Construction Materials" (current edition) published by the British Council for Offices; and/or
- 2.4.6 to be supplied or placed on the market in breach of the Construction Products Regulations.

The Consultant shall immediately notify the Client and Lead Consultant if it becomes aware of any such use, permission or specification or failure to comply with this clause."

- 2.7 After "prior consent" insert "and the Consultant shall ensure that it complies with the provisions of Article 9 in relation to any sub-contracting".

Insert new subclauses 2.7A to 2.7C as follows:

"2.7A Each sub-contract shall include:

- 2.7A.1 period for payment of the amount due to the sub-consultant not greater than 5 days after the final date for payment in this Contract. The amount due shall, but shall not be limited to, payment for work which the sub-consultant has completed from the previous application date up to the current application date in this Contract;
- 2.7A.2 a provision requiring the sub-consultant to include in each subsubcontract the same requirement (including this requirement to flow down, except that the period for payment is to be not greater than 9 days after the final date for payment in this Contract);
- 2.7A.3 a provision requiring the sub-consultant to assess the amount due to a subsubconsultant without taking into account the amount paid by the Consultant, and.
- 2.7A.4 terms and conditions that are no less favourable than those of this Contract. The Client shall be entitled to reject sub-contract conditions proposed by the Consultant that are unduly disadvantageous to the sub-consultant.
- 2.7B.1 The Consultant shall take all reasonable steps to engage SMEs as sub-consultants and to seek to ensure that no less than the percentage of the sub-consultants stated in the Client's Brief (the "**SME Percentage**") are SMEs or that a similar proportion of the Fee is undertaken by SMEs.
- 2.7B.2 The Consultant shall report to the Client on a monthly basis the numbers of SMEs engaged as sub-consultants and the value of the Fee that has been undertaken by SMEs.
- 2.7B.3 The Consultant shall tender its sub-contracts in a manner compliant with all relevant legislation.

2.7C Apprenticeships

- 2.7C.1 The Consultant shall take all reasonable steps to employ apprentices in accordance with the requirements of the Client's Brief, and report to the Client the numbers of apprentices employed and the wider skills training provided, during the carrying out of the Services.
- 2.7C.2 The Consultant shall at all times comply with the social value criteria and meet the social group performance indicators as set out in the Client's Brief.
- 2.9 After "subject to clause" insert " 2.1 and".

- 2.9.1 Delete this sub-clause.
- 2.9.2 Delete "sub-contractors" and insert "sub-consultants".
- 2.9.3 After "its control" insert "save where such event cause failure or delay arises by reason of any act, error, omission, negligence, breach or default by or on behalf of the Consultant or any sub-consultant".
- 2.12 Insert a new clause 2.12:

"The Consultant shall provide all relevant information to and cooperate and coordinate with all duty holders under the CDM Regulations and the Building Regulations to enable all such duty holders to comply with their duties and obligations under the CDM Regulations and the Building Regulations.

The Consultant warrants that it shall comply with the duties and obligations of a designer as set out in the CDM Regulations and the Building Regulations. As and when requested by the Client, the Consultant shall provide to the Client such evidence as the Client may require which demonstrates the Consultant's competency to act as designer under the CDM Regulations and the Building Regulations.

Without prejudice to the generality of the foregoing the Consultant warrants that it shall comply with all of the duties and obligations as set out in the CDM Regulations and the Building Regulations which apply to the Consultant in the performance of the Services."

- 2.13 Insert a new clause 2.13:

"Performance Indicators and monitoring

- 2.13.1 The Client shall monitor and assess the Consultant's performance by reference to any performance indicators stated or identified in the Client's Brief.
- 2.13.2 The Consultant shall provide to the Client all information that the Client may reasonably require to monitor and assess the Consultant's performance against the targets for those performance indicators.
- 2.13.3 Where the Client considers that a target for any of those performance indicators may not be met, it may inform the Consultant and the Consultant shall submit its proposals for improving its performance against that target to the Client.

SECTION 3: LEAD CONSULTANTS AND CONTRACT ADMINISTRATION

- 3.2.2 After "beyond its control" insert "provided that the Consultant shall remain responsible for failure to issue the Design Information and other information at the times required where such failure arises by reason of any act, error, omission, negligence, breach or default by or on behalf of the Consultant or any sub-consultant".

SECTION 4: CLIENT'S GENERAL OBLIGATIONS

- 4.1 Delete ", or likely to be useful,". After "Statutory Requirements" insert "provided that such information is not confidential or subject to obligations relating to confidentiality". Delete "promptly" and insert "as soon as reasonably practicable".
- 4.2 Delete.

- 4.4 At the end of the clause insert "provided that the Consultant has clearly requested such decisions approvals and instructions in writing and included details of any date or deadline by which the Consultant requires such decisions approvals and/or instructions."
- 4.5 In the final paragraph after "unless it is agreed" insert "at the Client's sole discretion".

SECTION 5: REPRESENTATIVES AND KEY PERSONNEL

No amendments.

SECTION 6: FURTHER SERVICES, CHANGES AND FEE ADJUSTMENTS

- 6.4 Delete ", resolution of any objection under clause 6.5".
- 6.5 Delete.
- 6.6 In the first paragraph after "within clause 6.3.4" insert "(and subject to the other provisions of clause 6.3)".
- 6.6.5 Insert a new final paragraph " Adjustment of the Fee or any other additional payment or reimbursement to the Consultant under this clause 6.6 shall be deemed to be full payment for the Consultant in respect of the matters for which the adjustment, payment or reimbursement is paid and the Client shall have no further liability to the Consultant in respect of such matters arising under the Contract or generally at law."
- 6.7 Delete "a default by the Consultant" and insert " any act, error, omission, negligence, breach or default by or on behalf of the Consultant or any sub-consultant".
- 6A Insert a new clause 6A as follows:

"6A Adjustment for events outside of the Consultant's control

If at any time the Consultant is prevented or delayed in the performance of the Services because of an event entirely outside of their control, it shall promptly so notify the Client giving the specific reason for the delay or prevention, together with its best estimate of its effect on the programme. In such circumstances the Consultant shall use all reasonable endeavours to expedite the Services as soon as practicable. The Consultant shall not be treated as being in breach of this agreement to the extent that it is delayed in the performance of the Services for reasons covered in this clause 6A."

SECTION 7: PAYMENT

- 7.1 Delete "The" and insert "For the full and proper performance of the Services, the".
- 7.8 Delete the second sentence. At the end of the clause, insert "The Parties agree that this clause 7.8 is a substantial remedy for late payment of any sum payable under this Contract in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998."
- 7.9.1 After "intention to suspend the performance of" insert "any or all of".
- 7.9.3 Delete the words "or on request" and, at the end of the clause, insert "The Consultant shall, on request, submit such further details as are reasonably requested by the Client."
- 7.10 Insert a new clause 7.10: "Any right of the Client to deduct or to set-off any amount (whether arising under any term of this Contract or under any rule of law or of equity) shall be exercisable against any monies due or to become due to the Consultant."

- 7.11 Insert a new clause 7.11: "In the event that the Consultant becomes Insolvent the Client retains the right to withhold, deduct or to set-off any amount (whether arising under any term of this Contract, or under any rule of law or of equity) including without limitation the cost to the Client of re-procuring the Development with a new consultant, against any monies due or to become due to the Consultant under this Contract or any other contract entered into between the Client and the Consultant. The Client shall mitigate all losses incurred as a consequence of the Consultant's Insolvency."

SECTION 8: INSURANCE

- 8.1 In the first sentence after "Consultant shall" insert "effect and". At the end of the clause after "reasonable rates", insert a new final paragraph: "For the purposes of this clause 8.1, "commercially reasonable rates" shall mean such level of premium rates at which other consultants of a similar size and financial standing as the Consultant at each renewal date generally continue to take out such insurance. For the avoidance of doubt, any increased or additional premium required by insurers by reason of the Consultant's own claims record or other act, error, omission, negligence, breach, default, matters or things particular to the Consultant shall be deemed to be within commercially reasonable rates."
- 8.1.1 Delete and insert "professional indemnity insurance covering (inter alia) all its liability hereunder upon customary and usual terms and conditions prevailing for the time being in the insurance market, and with a limit of indemnity of not less than the amount set out in the Contract Particulars. The said terms and conditions shall not include any term or condition to the effect that the Consultant must discharge any liability before being entitled to recover from the insurers, or any other term or condition which might adversely affect the rights of any person to recover from the insurers pursuant to the Third Parties (Rights Against Insurers) Act 2010, or any amendment or re-enactment thereof;".

Insert a new clause 8.1.3 as follows:

- "8.1.3 employer's liability insurance cover to cover any claim for personal injury to or the death of any person under a contract of service or apprenticeship with the Consultant and arising out of and in the course of the person's employment in connection with the Services or the Project, and providing cover of not less than ten million pounds (£10,000,000) any one event"
- 8.2.1 Delete "from the date of this Contract until the expiry of the period stated in the Contract Particulars" and insert " at all relevant times during the Project and for a period of 12 (twelve) years from the date of practical completion of the Project".
- 8.3 Delete and insert
- "8.3 As and when reasonably required to do so by the Client, the Consultant shall:
- 8.3.1 produce for inspection documentary evidence that its professional indemnity insurance is being maintained in accordance with clause 8.1;
 - 8.3.2 provide confirmation that any occurrence or claim, or of circumstances likely to give rise to a claim, have been properly notified to its insurer in accordance with the requirements of its policy; and
 - 8.3.3 in the event that the Consultant becomes Insolvent, shall provide to the Client documentary evidence that its professional indemnity insurance is being maintained in accordance with clause 8.1 within 5 Business Days of a request from the Client."

SECTION 9: USE OF CONSULTANT'S DESIGN INFORMATION, CONFIDENTIALITY ETC

9.1 Delete 9.1 in its entirety and insert the following new clauses:

9.1.1 "The Consultant, with full title guarantee, grants to the Client an irrevocable, perpetual, non-exclusive, non-terminable, royalty-free licence to use, reproduce and transmit any Material produced or prepared by the Consultant or on the Consultant's behalf for any and all purposes connected with:

- (a) the Project (and any replacement of the Project, if re-procured), including without limitation the preparation of feasibility studies, department strategy documents and output specifications;
- (b) the collection, analysis of and reporting on survey and scheme data for school flood risk and resilience, and any other statistical and research purposes for which it is required by the Client; and
- (c) the Client's delivery of its water strategy programme;

but the Intellectual Property Rights in the Material (produced or prepared by the Consultant or on the Consultant's behalf) shall remain vested in the Consultant. The Consultant shall not be liable for any use by the Client of such Material for any purposes other than those for which the same are or were prepared.

9.1.2 This licence carries the right to grant sub-licences and sub-sub-licences and is transferable without the Consultant's prior consent and shall subsist notwithstanding the termination (for any reason) of this Contract and/or the Consultant's engagement under this Contract.

9.1.3 The Consultant warrants to the Client that the Material produced or prepared by the Consultant or on the Consultant's behalf (save to the extent duly appointed sub-consultants have been used to prepare the same) are its own original work and that in any event their use or the use of any proprietary designs or products prepared by others in connection with the Project shall not infringe the rights of any third person. The Consultant further warrants that where duly appointed sub-consultants have been used their work shall be original and that the Consultant shall obtain the necessary consents in relation to clause 9.1.1. If the use of the Material produced or prepared by the Consultant or on the Consultant's behalf as specified in clause 9.1.1 is found to infringe the rights of any third person, the Consultant shall indemnify the Client against all resulting claims, proceedings, costs, damages and expenses.

9.1.4 The Consultant hereby waives and agrees not to assert (and to procure that any sub-consultants do likewise) any Moral Rights in the Material (produced or prepared by the Consultant or on the Consultant's behalf) under the Copyright, Designs and Patents Act 1988 or any re-enactment or modifications of it."

9.2 Delete 9.2 in its entirety and insert the following new clauses:

"Confidentiality and Information Sharing

9.2.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:

- 9.2.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly;
- 9.2.1.2 not disclose the other Party's Confidential Information to any other person without prior written consent;
- 9.2.1.3 immediately notify the other Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information; and

- 9.2.1.4 notify the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the other Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 9.2.2 Clause 9.2.1 shall not apply to the extent that:
 - 9.2.2.1 such disclosure is a requirement of the law of the contract placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause 9.3 (Freedom of Information);
 - 9.2.2.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 9.2.2.3 such information was obtained from a third party without obligation of confidentiality;
 - 9.2.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
 - 9.2.2.5 it is independently developed without access to the other Party's Confidential Information.
- 9.2.3 The Consultant may only disclose the Client's Confidential Information to Consultant's Persons who are directly involved in the carrying out of the Services and who need to know the information, and shall ensure that such Consultant's Persons are aware of and shall comply with these obligations as to confidentiality.
- 9.2.4 The Consultant shall not, and shall procure that the Consultant's Persons do not, use any of the Client's Confidential Information received otherwise than for the purposes of this Contract.
- 9.2.5 The Consultant may only disclose the Client's Confidential Information to Consultant's Persons who need to know the information, and shall ensure that such Consultant's Persons are aware of, acknowledge the importance of, and comply with these obligations as to confidentiality. In the event that any default, act or omission of any Consultant's Persons causes or contributes (or could cause or contribute) to the Consultant breaching its obligations as to confidentiality under or in connection with this Contract, the Consultant shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any Consultant's Persons, the Consultant shall provide such evidence to the Client as the Client may reasonably require (though not so as to risk compromising or prejudicing the case) to demonstrate that the Consultant is taking appropriate steps to comply with this clause 9.2, including copies of any written communications to and/or from Consultant's Persons, and any minutes of meetings and any other records which provide an audit trail of any discussions or exchanges with Consultant's Persons in connection with obligations as to confidentiality.
- 9.2.6 At the written request of the Client, the Consultant shall procure that those members of the Consultant's Persons identified in the Client's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 9.2.7 Nothing in this Contract shall prevent the Client from disclosing the Consultant's Confidential Information:
 - 9.2.7.1 to any Crown Body. All Crown Bodies receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body;

- 9.2.7.2 to a professional adviser, contractor, consultant, supplier or other person engaged by the Client or any Crown Body (including any benchmarking organisation) for any purpose connected with this Contract or any person conducting a review in respect of this Contract on behalf of a public body;
- 9.2.7.3 for the purpose of the examination and certification of the Client's accounts;
- 9.2.7.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Client has used its resources;
- 9.2.7.5 for the purpose of the exercise of its rights under this Contract; or
- 9.2.7.6 to a proposed successor body of the Client in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract,

and for the purposes of the foregoing, disclosure of the Consultant's Confidential Information shall be on a confidential basis and subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Client under this clause 9.2.

- 9.2.8 The Client shall use all reasonable endeavours to ensure that any government department, employee, third party or sub-consultant to whom the Consultant's Confidential Information is disclosed pursuant to the above clause is made aware of the Client's obligations of confidentiality.
- 9.2.9 Nothing in this clause shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of Intellectual Property Rights.
- 9.2.10 The Client may disclose the Confidential Information of the Consultant:
 - 9.2.10.1 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - 9.2.10.2 to the extent that the Client (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions.
- 9.2.11 The Consultant shall not by itself, its employees or agents, and shall procure that its sub-consultants shall not, communicate with representatives of the press, television, radio or other communications media on any matter concerning this Contract or the Services without the prior written approval of the Client.
- 9.2.12 No facilities to photograph or film in or upon any property used in relation to the Services shall be given or permitted by the Consultant unless the Client has given its prior written approval.
- 9.2.13 The Consultant shall not exhibit or attach to any part of the Sites any notice or advertisement without the prior written permission of the Client, save where otherwise required to comply with legislation."

9.3 Insert a new clause 9.3 as follows:

"Freedom of information

- 9.3.1 The Consultant acknowledges that unless the Client has notified the Consultant that the Client is exempt from the provisions of the FOIA, the Client is subject to the requirements of the Code of Practice on Access to Government Information, FOIA and the Environmental Information Regulations. The Consultant shall co-operate with and assist the Client so as to enable the Client to comply with its information disclosure obligations.

- 9.3.2 The Consultant shall:
- 9.3.2.1 transfer to the Client all Requests for Information that it receives as soon as practicable and in any event within 2 Business Days of receiving a Request for Information;
 - 9.3.2.2 provide the Client with a copy of all information in its possession, or power in the form that the Client shall require within 5 Business Days (or such other period as the Client may specify) of the Client's request;
 - 9.3.2.3 provide all necessary assistance as reasonably requested by the Client to enable the Client to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations; and
 - 9.3.2.4 procures that its sub-consultants do likewise.
- 9.3.3 The Client is responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations.
- 9.3.4 The Consultant shall not respond directly to a Request for Information unless authorised to do so by the Client.
- 9.3.5 The Consultant acknowledges that the Client may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000, be obliged to disclose information without consulting or obtaining consent from the Consultant or despite the Consultant having expressed negative views when consulted.
- 9.3.6 The Consultant shall ensure that all information is retained for disclosure for twelve years and shall permit the Client to inspect such records as and when reasonably requested from time to time."

SECTION 10: ASSIGNMENT, NOVATION, THIRD PARTY RIGHTS AND COLLATERAL WARRANTIES

- 10.1 Delete and insert:
- "10.1 Subject to clause 10.2, where it is stated to apply, the Consultant shall not assign transfer or charge any benefit arising under or out of this Contract without the prior written consent of the Client (at its absolute discretion).

Without prejudice to clause 10.2, where it is stated to apply, the Client may without the consent of the Consultant assign transfer and/or charge the benefit of all or any of the Consultant's obligations under this Contract and/or any benefit arising under or out of this Contract:

- (a) as security to any organisation providing finance in connection with the Project and/or site or any part thereof (and such rights may be re-assigned on redemption);
 - (b) by absolute assignment to any Group Company; and
 - (c) by absolute assignment on two other occasions only."
- 10.3 Delete clause 10.3 in its entirety.

SECTION 11: SUSPENSION BY THE CLIENT AND TERMINATION

- 11.1.4 Before the comma insert "provided that the suspension was not as a result of or in connection with any act, error, omission, negligence, breach or default by or on behalf of the Consultant or any sub-consultant".
- 11.2 Delete "2 months" and insert "12 months". At the end of the clause insert "provided that the suspension was not as a result of or in connection with any act, error, omission, negligence, breach or default by or on behalf of the Consultant or any sub-consultant".
- 11.4 After "do so, may" insert "if the Client still does not instruct the Consultant to recommence such Services".
- 11.5.2 Delete and insert "In the event of the Consultant's bankruptcy, Insolvency, winding up, liquidation, administration, administrative receivership, LPA receivership and/or any analogous arrangement or event in this or any other jurisdiction, the Client may give notice to the Consultant terminating the Consultant's engagement with immediate effect."
- 11.5.3 Delete and insert "If the Consultant commits a material breach of its obligations (including, without limitation, any act, error, omission, negligence, breach or default by or on behalf of the Consultant or any sub-consultant), the Client may give notice to the Consultant specifying the breach and requiring its remedy. If the Consultant fails to comply with the notice within 14 days, the Client may give notice to the Consultant terminating the Consultant's engagement with immediate effect."
- 11.5.5 Delete.
- 11.5A Insert a new clause 11.5A as follows:

"Prevention of Fraud and Bribery

- 11.5A.1 The Consultant represents and warrants that neither it, nor to the best of its knowledge any of its employees, have at any time on or before the date of this Contract:
 - 11.5A.1.1 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
 - 11.5A.1.2 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.
- 11.5A.2 During the carrying out of the Services the Consultant shall not:
 - 11.5A.2.1 commit a Prohibited Act; and/or
 - 11.5A.2.2 do or suffer anything to be done which would cause the Client or any of the Client'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.
- 11.5A.3 During the carrying out of the Services the Consultant shall:
 - 11.5A.3.1 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;
 - 11.5A.3.2 keep appropriate records of its compliance with this Contract and make such records available to the Client on request; and

- 11.5A.3.3 provide and maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to the Client on request) to prevent it and any Consultant's Persons or any person acting on the Consultant's behalf from committing a Prohibited Act.
- 11.5A.4 The Consultant shall notify the Client immediately in writing if it becomes aware of any breach of clause 11.5A.1, or has reason to believe that it has or any of its employees or sub-consultants have:
 - 11.5A.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - 11.5A.4.2 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
 - 11.5A.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Contract or otherwise suspects that any person or Party directly or indirectly connected with this Contract has committed or attempted to commit a Prohibited Act.
- 11.5A.5 If the Consultant shall make a notification to the Client pursuant to clause 11.5A.4, the Consultant shall respond promptly to the Client's enquiries, co-operate with any investigation, and allow the Client to audit any books, records and/or any other relevant documentation in accordance with this Contract.
- 11.5A.6 If the Consultant breaches clause 11.5A.3, the Client may by notice require the Consultant to remove from carrying out the Services any Consultant's Person whose acts or omissions have caused the Consultant's breach.

Termination for corrupt gifts and fraud

- 11.5A.7.1 If the Consultant or any sub-consultant (or anyone employed by or acting on behalf of any of them) or any of its or their agents or shareholders commits any Prohibited Act, the Client shall be entitled to act in accordance with the provisions of this clause 11.5A.7.
- 11.5A.7.2 If a Prohibited Act is committed by the Consultant or by an employee not acting independently of the Consultant, the Client may terminate the Consultant's employment under this Contract by giving notice to the Consultant.
- 11.5A.7.3 If the Prohibited Act is committed by an employee of the Consultant acting independently of the Consultant, the Client may give notice to the Consultant of termination and the Consultant's employment under this Contract will terminate unless, within 20 Business Days of receipt of such notice, the Consultant terminates the employee's employment and (if necessary) procures the carrying out of such part of the Services by another person.
- 11.5A.7.4 If the Prohibited Act is committed by a sub-consultant of the Consultant or by an employee of that sub-consultant not acting independently of that sub-consultant, the Client may give notice to the Consultant of termination and the Consultant's employment under this Contract will terminate, unless within 20 Business Days of receipt of such notice the Consultant terminates the relevant subcontract and procures the carrying out of such part of the Services by another person.
- 11.5A.7.5 If the Prohibited Act is committed by an employee of a sub-consultant of the Consultant acting independently of that sub-consultant, the Client may give notice to the Consultant of termination and the Consultant's employment under this Contract will terminate, unless within 20 Business Days of receipt of such notice the sub-consultant terminates the employee's employment and (if necessary) procures the carrying out of such part of the Services by another person.

11.5A.7.6 If the Prohibited Act is committed by any other persons not specified in clauses 11.5A.7.2 to 11.5A.7.5, the Client may give notice to the Consultant of termination and the Consultant's employment under this Contract will terminate, unless within 20 Business Days of receipt of such notice the Consultant procures the termination of such person's employment and of the appointment of their employer (where not employed by the Consultant or the sub-consultants) and (if necessary) procures the carrying out of such part of the Services by another person.

11.5A.7.7 Any notice of termination under this clause 11.5A.7 shall specify:

11.5A.7.7.1 the nature of the Prohibited Act;

11.5A.7.7.2 the identity of the party whom the Client believes has committed the Prohibited Act; and

11.5A.7.7.3 the date on which the Consultant's employment under this Contract will terminate, in accordance with the applicable provision of this clause.

11.5A.7.8 In this clause 11.5A.7 the expression "not acting independently of" (when used in relation to the Consultant or any sub-consultant) means and shall be construed as acting with the authority of or knowledge of any one or more of the directors of the Consultant or any of its sub-consultants."

11.5B Insert a new clause 11.5B as follows:

"Termination – Consultant to vacate the Site

11.5B **Insert** new clause 11.5B:

"11.5B Upon the termination of the Consultant's employment under this Contract (and any purported termination by notice given by the Client) the Consultant shall forthwith vacate the site."

Termination at will

11.5C **Insert** new clause 11.5C as follows:

"11.5C.1 The Client may terminate the Consultant's employment under this Contract at any time by complying with its obligations under clause 11.5C.2.

11.5C.2 If the Client wishes to terminate the Consultant's employment under this Contract under this clause 11.5C it must provide written notice (hereinafter called a "**Termination Notice**") to the Consultant stating:

11.5C.2.1 that the Client is terminating the Consultant's employment under this Contract under this clause 11.5C.1; and

11.5C.2.2 that the Consultant's employment under this Contract will terminate on the date specified in the Termination Notice which must be a minimum of 20 Business Days after the date of the Termination Notice.

11.5C.2 The Consultant's employment under this Contract will terminate on the date specified in the Termination Notice referred to in clause 11.5C.2."

11.6.1.2 After "Design Information" insert "and the Materials". Delete from ", provided that in the case of" to "under clause 11.6.2" inclusive.

11.6.2 Replace "insolvency" with "Insolvency". In the final paragraph after "Insolvency or material breach" insert "or under clauses 2.1.2, 2.1.3, 11.5A, 11.5C, 11.5.2 or 11.5.3".

11.6.2.3 Replace "insolvency" with "Insolvency". After "Insolvency or material breach" insert "or under clauses 2.1.2, 2.1.3, 11.5A, 11.5C, 11.5.2 or 11.5.3".

11.6.2.4 Delete.

SECTION 12: SETTLEMENT OF DISPUTES

12.2 At the end of the clause insert the following final paragraphs:

"The Adjudicator shall have power to determine more than one dispute under this Contract at the same time, and if requested to do so by either Party shall determine any matter raised by such Party in the nature of set-off, abatement or counterclaim at the same time as it determines any other matter referred to it.

At the same time as it gives any decision, the Adjudicator shall give reasons for the decision in writing."

Delete clauses 12.3 to 12.8.

SCHEDULES

Schedule 1 Third Party Rights

Delete.

Schedule 2 Supplemental Provisions

Paragraph 1 Delete.

ANNEXURES

Annex A	Fee and Other Payments
Annex B	The Services
Annex C	Consultant Deeds of Collateral Warranty
Annex D	Sub-consultant Deeds of Collateral Warranty
Annex E	Financial Distress
Annex F	UK GDPR
Annex G	Security Provisions
Annex H	Client's Brief

Annex A

Fee and Other Payments

*Note: An asterisk * indicates text that is to be deleted as appropriate.*

1. The Fee

1.1 The Fee *is

* the fixed sum of £3,199,565 (three million one hundred and ninety nine thousand five hundred and sixty five pounds).

1.2 "Total Construction Cost" means for these purposes the amount payable to the Contractor under the Building Contract for the Project excluding:

- any fees for design work by the Contractor or its sub-contractors
- any direct loss and/or expense payable to the Contractor, and
- VAT

and with no deduction for any liquidated damages payable or deductible or for any deductions under the Building Contract in respect of incorrect setting out, defects allowed to remain and the like.

2. Payment of Fee etc.

The Fee shall be payable in accordance with section 7 in the following amounts or percentages

[Invoice date or stage/milestone]

[Percentage of Fee or amount]

The last Business Day in each month

Amount to be calculated monthly in arrears based on the rates and the Services provided in that month.

3. Incentive Payments

Not applicable.

4. Optional Services

The following comprise the Optional Services which, where required, shall be for the following amounts or calculated and charged on the following basis:

Overarching Task	Individual Item	Day rate
PFR regional Provider Technical Tender Documents	Output Specification (for installed PFR solutions)	£ [REDACTED]
Flood Risk Assessments and assurance	Flood Risk Assessment - Individual Rate	£ [REDACTED]
	Flood Risk Assessment - Rate for Batch of 10	£ [REDACTED]
	Flood Risk Assessment - Rate for Batch of 85	£ [REDACTED]
	Design Assurance - Individual Rate	£ [REDACTED]
	Design Assurance - Rate for Batch of 10	£ [REDACTED]
	Design Assurance - Rate for Batch of 85	£ [REDACTED]
	Installation Assurance - Individual Rate	£ [REDACTED]
	Flood Risk Assessment - Rate for Batch of 10	£ [REDACTED]
	Installation Assurance - Rate for batch of 85	£ [REDACTED]
Managing Agent	Programme Management - Rate for managing additional 10 projects	£ [REDACTED]
	Programme Management - Rate for managing additional 50 projects	£ [REDACTED]
	Stakeholder Management/ Comms - Rate for managing additional 10 projects	£ [REDACTED]
	Stakeholder Management/ Comms - Rate for managing additional 50 projects	£ [REDACTED]
Sustainable Drainage Systems (SuDS) delivery	Review SuDS design submitted by grant recipient - Individual rate	£ [REDACTED]
	Review SuDS design submitted by grant recipient - Rate for batch of 9	£ [REDACTED]
Procurement of flood warning service	All of the tasks and outputs specified for the PFR Regional provider procurement, but relating to the procurement of a flood warning system.	£ [REDACTED]

Additional tools, services guidance for schools	Output to be agreed at point of inclusion in variation	£ [REDACTED]
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5. Applicable rates

<i>[No.]</i>	<i>[Person/Grade]</i>	<i>[Rate per hour/day]</i>	
1	Senior Director	[REDACTED]	Per hour
2	Director	[REDACTED]	Per hour
3	Principal / Associate Director	[REDACTED]	Per hour
4	Senior Professional	[REDACTED]	Per hour
5	Professional	[REDACTED]	Per hour
6	Senior Technician	[REDACTED]	Per hour
7	Technician / Graduate	[REDACTED]	Per hour
8	Administration	[REDACTED]	Per hour

6. Additional Services

The rates specified above shall apply (so far as properly applicable) for the purposes of any Additional Services instructed or other Changes within clause 6.3 *subject to the following:

Not applicable.

7. Reimbursable Expenses

Subject to their being properly and necessarily incurred for the purposes of the Project, the following expenses/disbursements of the Consultant shall be reimbursable by the Client up to any maximum amount or rate specified below or as otherwise agreed in writing from time to time:

Not applicable

Save as otherwise agreed in writing all other expenses and disbursements shall be deemed to be included in the Fee.

8. Supporting documents and account records

8.1 Each invoice that includes any of the following types of charge or expenditure should be accompanied by the following documents:

[Charge/Expenditure]

[Documentation]

Not applicable

Not applicable

8.2 The accounting requirements and procedures referred to in clause 2.8 (if any) are as follows:

The process for adding or amending existing supplier / provider bank details are found at <https://www.gov.uk/government/publications/dfes-suppliers-bank-details-forms>.

9. Consultant's designs – additional usage

The terms upon which the Consultant is prepared to license such use of its designs as is mentioned in clause 9.1.3 are as follows:

Not applicable

10. VAT

All amounts and rates shown above are exclusive of VAT.

Annex B

The Services

Schools Water Strategy - Technical Advisory Support and Flood Risk Assessment Services

Scope of Services

October 2025

Scope of Contract Hours

Overarching task	Individual items	Name as per CV submitted	Role e.g. Technical Lead	Level e.g. Senior Director
Property Flood Resilience (PFR) strategy development and regional provider service scope	PFR strategy development and regional delivery provider scope of works	[REDACTED]	Project Director	Director
		[REDACTED]	Project Manager / Technical Lead	Principal / Associate Director
		[REDACTED]	Project Management Support	Professional
		[REDACTED]	PFR Lead	Senior Director
		[REDACTED]	PFR Lead Support	Principal / Associate Director
		[REDACTED]	Technical Advisory Lead	Director
		[REDACTED]	Technical Advisory Lead Support	Principal / Associate Director
		[REDACTED]	Technical Advisor	Professional
		[REDACTED]	National Flood Warning Systems Lead	Principal / Associate Director
		[REDACTED]	Assurance Lead	Director
		[REDACTED]	Assurance Lead Support	Principal / Associate Director
		[REDACTED]	FRA Lead	Principal / Associate Director
		[REDACTED]	FRA Lead Support	Senior Professional
		[REDACTED]	Resilience Expert	Senior Director
		[REDACTED]	DfE Science Advisory Council	Director

PFR regional Provider Technical Tender Documents	Contractor Specification	██████████	Project Director	Director
		██████████	Project Manager / Technical Lead	Principal / Associate Director
		██████████	Project Management Support	Professional
		██████████	PFR Lead	Senior Director
		██████████ ██████████	PFR Lead Support	Principal / Associate Director
		██████████ ██████████	Assurance Lead	Director
		██████████ ██████████	Assurance Lead Support	Principal / Associate Director
		██████████	Engineer	Professional
	Master Programme	██████████ ██████████	Project Director	Director
		██████████ ██████████	Project Manager / Technical Lead	Principal / Associate Director
		██████████	Project Management Support	Professional
		██████████	PFR Lead	Senior Director
		██████████ ██████████	PFR Lead Support	Principal / Associate Director
		██████████	Technical Advisor	Professional
		██████████ ██████████	FRA Lead	Principal / Associate Director
██████████ ██████████	FRA Lead Support	Senior Professional		

PFR regional Provider Technical Tender Documents	RIBA 2 information	██████████	Project Director	Director
		██████████	Project Manager / Technical Lead	Principal / Associate Director
		██████████	Project Management Support	Professional
		██████████	PFR Lead	Senior Director
		██████████	PFR Lead Support	Principal / Associate Director
		██████████	Technical Advisor	Professional
		██████████	National Flood Warning Systems Lead	Principal / Associate Director
		██████████	Assurance Lead	Director
		██████████	FRA Lead	Principal / Associate Director
	Output Specification	██████████	Project Director	Director
		██████████	Project Manager / Technical Lead	Principal / Associate Director
		██████████	Project Management Support	Professional
		██████████	PFR Lead	Senior Director
		██████████	PFR Lead Support	Principal / Associate Director
		██████████	Assurance Lead	Director
██████████		Assurance Lead Support	Principal / Associate Director	
TBC - No CV provided at this stage as not Key Role		Support	Professional	

PFR regional Provider Technical Tender Documents	Technical KPI's	██████████	Project Director	Director
		██████████	Project Manager / Technical Lead	Principal / Associate Director
		██████████	Project Management Support	Professional
		██████████	Technical Advisory Lead	Director
		██████████	Technical Advisory Lead Support	Principal / Associate Director
		██████████	Technical Advisor	Professional
	Evaluation of technical element	██████████	Technical Advisory Lead	Director
		██████████	Technical Advisory Lead Support	Principal / Associate Director
	Support on technical clarifications from bidders	██████████	Project Manager / Technical Lead	Principal / Associate Director
		██████████	Project Management Support	Professional
		██████████	Technical Advisory Lead	Director
		██████████	Technical Advisory Lead Support	Principal / Associate Director
	Issue/clarify technical elements queried by DfE	██████████	Project Manager / Technical Lead	Principal / Associate Director
		██████████	Project Management Support	Professional
		██████████	Technical Advisory Lead	Director
		██████████	Technical Advisory Lead Support	Principal / Associate Director

PFR regional Provider Technical Tender Documents	Moderation input	██████████	Project Manager / Technical Lead	Principal / Associate Director
		██████████	Project Management Support	Professional
		██████████	Technical Advisory Lead	Director
		██████████	Technical Advisory Lead Support	Principal / Associate Director
PFR regional Provider Contract Preparation	Contract drafting support	████ ██████	Project Director	Director
		██████████	Project Manager / Technical Lead	Principal / Associate Director
		██████████	Project Management Support	Professional
		████ ██████	Technical Advisory Lead	Director
		██████████	Technical Advisory Lead Support	Principal / Associate Director
		██████████	Commercial Lead	Director
		TBC - No CV provided at this stage as not Key Role	Commercial advisor	Technician/Graduate
	Contract finalisation support	██████████	Project Manager / Technical Lead	Principal / Associate Director
		████ ██████	Project Management Support	Professional
		████ ██████	Technical Advisory Lead	Director
████ ██████		Commercial Lead	Director	
TBC - No CV provided at this stage as not Key Role		Commercial Advisor	Technician/Graduate	

Flood Risk Assessments and assurance	Flood Risk Assessment	██████████	FRA Lead	Director
		██████████	FRA Lead Support	Senior Professional
		██████████	FRA Economics Lead	Principal / Associate Director
		████ █████	FRA Economics Support	Senior Professional
		██████████	FRA Author	Senior Professional
		████ █████	Water Consultant	Professional
		TBC - No CV provided at this stage as not Key Role	Water Graduate	Technician/Graduate
		TBC - No CV provided at this stage as not Key Role	Water Graduate	Technician/Graduate
		TBC - No CV provided at this stage as not Key Role	Water Graduate	Technician/Graduate
		TBC - No CV provided at this stage as not Key Role	Water Graduate	Technician/Graduate
		████ █████	Project Director	Director
		██████████	Project Manager / Technical Lead	Principal / Associate Director
		██████████	Project Management Support	Professional
		██████████	SuDS Lead	Principal / Associate Director
		████████ █████	National H&S Lead	Principal / Associate Director
		██████████████████	National BIM Lead	Professional

Flood Risk Assessments and assurance	Design assurance	██████████	Project Manager / Technical Lead	Principal / Associate Director
		████ ██████	Project Management Support	Professional
		██████████	Senior Scientist	Senior Professional
		████ ██████	Water Consultant	Professional
		██████████ ██████	Assurance Lead	Director
		████ ██████	Assurance Lead Support	Principal / Associate Director
		TBC - No CV provided at this stage as not Key Role	Assurance Support	Professional
	Installation Assurance	██████████	Project Manager / Technical Lead	Principal / Associate Director
		████ ██████	Project Management Support	Professional
		██████████	SuDS Lead	Principal / Associate Director
		██████████ ██████	Assurance Lead	Director
		████ ██████	Assurance Lead Support	Principal / Associate Director
TBC - No CV provided at this stage as not Key Role		Assurance Support	Professional	

Managing Agent Duties	Programme Management	██████████	National Programme Manager	Senior Professional
		██████████	Regional Programme Manager	Professional
		██████████	Regional Programme Manager	Professional
		██████████	Regional Programme Manager	Professional
		██████████	Project Director	Director
		██████████	Project Manager / Technical Lead	Principal / Associate Director
		██████████	Project Management Support	Professional
	Stakeholder Management/ Comms	██████████	National Stakeholder Lead	Senior Professional
		██████████	Stakeholder Engagement Officer	Professional
	Analysis Support	██████████	Economics Lead	Principal / Associate Director
██████████		Economics Advisor	Senior Professional	
Technical Costing	Benchmarking	██████████	Project Manager / Technical Lead	Principal / Associate Director
		██████████	Project Management Support	Professional
		██████████	SuDS Lead	Principal / Associate Director
		██████████	Technical Cost Modelling Lead	Principal / Associate Director
		██████████	Economics Advisor	Senior Professional

Technical Costing	Should Cost Modelling	██████████	Project Manager / Technical Lead	Principal / Associate Director
		██████████	Project Management Support	Professional
		██████████	SuDS Lead	Principal / Associate Director
		██████████	Technical Cost Modelling Lead	Principal / Associate Director
		██████████	Economics Lead	Principal / Associate Director
		██████████	Economics Advisor	Senior Professional

Sustainable Drainage Systems (SuDS) delivery	Review SuDS design submitted by grant recipient	██████████	Project Director	Director
		██████████	Project Manager / Technical Lead	Principal / Associate Director
		██████████	Project Management Support	Professional
		██████████	SuDS Lead	Principal / Associate Director
		██████████	SuDS Support	Principal / Associate Director
		██████████	SuDS Support	Professional
Process review/lessons learnt	SuDS application Criteria	██████████	Technical Approver	Principal / Associate Director
		██████████	Technical Lead	Principal / Associate Director

Approach to Delivering the Contract Requirements

We, led by ██████████ as Project Director (PD), will partner with RAB Consultants and PJA to deliver the project using a One Team approach. The We team has extensive experience in Property Flood Resilience (PFR), Flood Risk Assessments (FRAs), SuDS, and Property Level Protection (PLP). We have successfully implemented flood risk management and sustainable resilience solutions, including green, grey, and blue solutions, across England, including schools.

We will support the DfE School Water Strategy team by:

- making schools more resilient to flood risk, prioritising those in greatest need
- determining the right interventions such as PLP, SuDS, and flood defences
- providing world-class expertise to support upskilling and capacity building

Our approach, relevant experience, and how we will meet the tender requirements is below:

Future strategy development

- ██████████ is to lead the team in providing technical advice and developing the DfE's updated strategy, focusing on scaling up and building flood resilience. ██████████ has extensive experience in leading capacity-building and change programmes within the EA.

- Coordinating with the DfE to understand capacity needs, review the existing strategy, and conduct workshops to discuss findings and recommendations. The new strategy will address building capacity within the team to develop a flood technical specialist resource and support future interventions in at-risk schools.

Sector PFR guidance

- [REDACTED] [REDACTED] (PFR Lead) is to lead the development of PFR guidance to allow the DfE to self-deliver the PFR service beyond this contract. We will develop this in collaboration with the DfE through a workshop and build on existing best practice documents from across the industry and developed by our experts.
- We will deliver training to support with the DfE journey to self-delivery of PFR, including preparing material and delivering training sessions.
- A recoverability plan will be developed to support with managing the aftermath of flooding. Engaging with the DfE to develop a template example plan which can be used across all schools, building from the team's Resilience-based Design Initiative (REDI) for the Next Generation of Buildings, adjusted for the UK context.
- The PFR package will also set out an approach to manage flooding before, during and after an event to help build resilience and the skills and expertise in-house to reduce risk of flooding to schools.
- We have experience in delivering PFR and SuDS related guidance. They also have experience in developing PFR guidance for the EA's Property Flood Resilience Framework. We are also about to start work on the forthcoming update of the CIRIA SuDS Manual.

Support procurement of the regional PFR service

- [REDACTED] [REDACTED], with [REDACTED] [REDACTED], are to lead all the Tasks to support the DfE in procuring regional contractors for the 5 regions. Also supporting with the evaluation process and provide technical input into the regional contracts for the appointed contractors. This will help set up all objectives and future plans for the upscaling of the PFR service.
- The team have experience through a number of projects developing scopes and tender specifications and being involved in the evaluation and tender process as well as supporting contract set up.

FRA delivery

- [REDACTED] will lead the delivery team for the required FRAs, each including a conceptual SuDS strategy and one site visit. Our team will draw on extensive experienced personnel to undertake the required FRAs within the required timescales. These team members are located across England to support with site visits and engagement also.

Added Value:

- Our digital Floodlight tool streamlines flood risk economics by rapidly assessing damages at the individual property level. Initial region-wide assessments using national datasets allow for efficient input of more granular data at the individual FRA scale, with automated reporting to maximize efficiency. Floodlight also assesses indirect losses, including the value of educational disruption, classroom relocation costs, and loss of employment productivity for parents or guardians.
- Using the digital platform, Fuse, we will apply our expertise at scale with frictionless data-sharing and efficient collaborative working between us and the DfE.
- We will use Inspect our digital platform designed to transform the conventional site inspection experience. It is a mobile-first cloud platform that enables efficient and effective field data collection, empowering users to tag observations directly onto a virtual model of the asset. It also provides automated reporting and inspection data visualization capabilities, saving time across the inspection process and improving the quality of site inspection outcomes.
- The team are experts in delivering FRA and SuDS strategies and have been involved in delivering a number these in schools including Kempston Challenger Academy and Coteford Infant School.
- We will begin data collation early to mitigate delays and can accommodate contract variations for additional FRAs.
- The FRA production will provide a list of viable options that can be taken forward to design and construction via the regional contractors.

Provide technical assurance

- [REDACTED] [REDACTED] is to lead on both design and installation assurance. Including engagement with the design contractors to:
 - provide a technical review and assurance of design.
 - ensure requirements in the FRA are met and the benefits are providing value for money.

- ensure designs are approved by relevant planning authorities and relevant consents in place.
- There will be up to 9 detailed reviews of SuDS designs undertaken per annum.
- The installation assurance will be undertaken through 70% site inspection and remaining desktop assessment of photographs and contracts of installation, including the sizing of the features.
- The findings will be collated in assurance reports and confirming to the DfE that schemes meet the requirements.
- We will provide technical support on review of costings, and lessons learnt.

Managing Agent Services

- [REDACTED] is to lead the Managing Agent Service (MAS) to oversee the programme of projects. The MAS will fulfil all tender requirements through the tasks in our attached programme, including a National manager and regional managers for the 5 regions.
- Our MAS uses a digital-first approach with project management tools like PowerBI, Online Excel, and SharePoint. This provides real-time visibility, structured data, and a single source of truth for proactive risk management and performance optimization. Using these methods in national programs like the National Grid Great Grid Upgrade Programme.
- We will leverage our experience from similar programmes to enable rapid resource mobilisation. Including implementing digital onboarding and a project handbook for consistent training and delivery across teams.

Strategic approach to delivering green, grey and blue solutions

To strategically identify the most suitable options for each site, we will use our extensive experience implementing drainage and PFR solutions, working closely with the DfE and the schools. Prioritising green/blue solutions will aid in providing multiple benefits to schools, e.g. educational opportunities for students. We will also develop a detailed maintenance plan template for schools, drawing on our experience implementing and maintaining SuDS solutions.

Communication planning

Managed and overseen by the Project Manager [REDACTED], who will liaise with all other task leads within the delivery team and support the coordination of the engagement of all stakeholders with the support of the MAS and national stakeholder lead, [REDACTED]. The PM will also be responsible for the risk register, managing reporting and outputs and have regular check ins with the DfE on the projects progress throughout the

contract as per the specifications requirements and set out in the programme. The PM will embed digital project management tools with in-built workflows to assist reporting, budget, invoicing and programme control. The PM will also be first point of call for escalation after the Leads and will work closely with the PD, [REDACTED] on any issue or risks that arise.

Quality management

We operate an integrated Health, Safety, Environment and Quality (HSEQ) Management System which incorporates the requirements of ISO 9001:2015 for quality management as well as the requirements of ISO 14001: 2015 for environmental management and ISO 45001:2018 for health and safety management. The PM will use digital tools to actively manage and review the quality of all outputs and tasks. A quality review process will include detailed checks by the technical lead, PM, and PD for approval. All desktop and onsite installation reviews will be approved by the relevant technical leads to ensure standards are met.

Case Studies Actions

Climate Action Plans

In 2023, we developed tailored Climate Action Plans (CAP) for 60 schools across London. They learned the broad challenges and recurring risks facing schools such as:

- Multiple low-lying entrances making flood protection challenging
- Difficulties securing insurance for schools prone to flood risk
- Ageing assets facing increasing demands due to climate change

Data trends from the CAPs can be utilised in developing the SWS strategy and technical guidance.

Compendium of climate change adaptation and resilience measures for schools

Alongside the CAPs, we created a compendium of climate change adaptation and resilience measures for schools which includes:

- Sustainable Drainage Systems (SuDS) Measures

- Hard Floor Resilience Measures
- Ventilation and Cooling Measures
- Solar Shading Measures
- Water Efficiency Measures

We can use the compendium to develop a self-delivery guide for PFR for schools nationally. Our demonstration of mitigations will be used in technical assurance.

Department for Education Loss Adjusters Flood Risk Assessments (RAB)

We were commissioned by DfE Loss Adjusters, to complete site-specific FRAs for several Schools. This experience demonstrates our deep understanding of FRAs, technical assurance and PFR for schools which directly relates to this DfE scope. They managed the projects from pre-FRA stage, providing grey, green and blue mitigation options and an economic loss assessment:

Lessons Learned:

- Targeted data gathering and verification has a large bearing on the quality of assessment which can be delivered. If schools are supported to collate quality data in advance, time and cost can be saved, disruption can be minimised, leading to a better assessment.
- Visiting the school and engaging directly with stakeholders is the most effective way to understand the cause of flood risk at a school. This provides an opportunity to gauge the school's priorities and provide tailored solutions which are more likely to be successfully adopted.
- Schools often need to be educated on our responsibility as client under CDM regulations. This provides an opportunity to understand our key risks, slots for intrusive work between terms, risks to vulnerable students, requirement for temporary classrooms and available budget. Actively listening at the start of a project enables successful outcomes.

Environment Agency PFR Framework (RAB)

We have supported the EA on their PFR Framework since its origin (2018) undertaking over 1,600 property surveys and reports nationally. This expertise in PFR services will be used for developing tender documentation, clarifying technical queries, evaluation of candidates, and supporting in the procurement of regional contractors to deliver a high quality PFR service. We will guide regional contractors through their technical assurance using direct experience of delivering regional PFR projects.

Ciria SuDS Manual (Arup)

As technical experts in SuDS, we are authoring sections of the Rainwater Management Platform which will supersede Ciria's SuDS manual. They will utilise industry leading knowledge to upskill the DfE SWS team, develop PFR guidance for schools and provide technical assurance.

SuDS+ (Arup)

We've developed SuDS+, a 5-year research and development project for DEFRA. It seeks to empower local stakeholders to shape design and implementation of SuDS. For SWS to be successful, educational communities should be at the heart of each PFR project. The SuDS+ approach can be built upon to guide the development of future SWS strategy.

Arup Project Team

Our selected resource has a deep understanding of the requirements of the DfE's commission, drawing on extensive experience of FRAs, PFR and SuDS implementation through to the Managing Agent duties. These are all founded on a thorough understanding that these need to be applied in a school's context, balancing the requirements of a highly varied and complex estate, safeguarding needs aiming to better protect schools.

██████████ Leads projects on a range of large EA strategic water management schemes alongside scaling up of water strategies for the likes of Network Rail, including its national water management strategy, also having developed SuDS guidance for councils such as Birmingham.

██████████ Significant experience in project and contract management, leading large multi-disciplinary teams, including managing supply chain partners and large programmes of site investigations.

██████████ - Over 30 years' experience including leading high-performing teams and delivering Asset Management and Flood Risk Management schemes for large clients, including political skills and wide technical knowledge.

██████████ – Extensive experience across Flood Risk Management including PFR and founder and MD of RAB Consultants Ltd, an SME dedicated to increasing flood resilience and reducing flood risk across the UK and internationally.

■■■■■■ PJA water team lead with experience in working on all elements of project delivery in both private and public sectors including FRAs, SuDS, technical reviews, policy and guidance, through to knowledge sharing.

■■■■■■ Over 40-year career in flood risk management, with a strong emphasis on resilience and adaptation, including responsibility for development of the Code of Practice for Property Flood Resilience.

■■■■■■ - Extensive experience in managing complex buildings and infrastructure projects, leading multi-disciplinary teams across all stages of a project life cycle including DfE and other UK government departments.

■■■■■■ – Experience leading large-scale projects for DfE and being a member of the DfE Science Advisory Council, able to provide input and design challenge.

■■■■■■ - Over 25 year's international experience leading major projects including the Environment Agency's Fens 2100+ and the National Grid Climate Change Risk Assessment, applying risk-based approaches to enhance resilience in complex, multi-stakeholder environments. An Arup Fellow, our highest accolade for technical excellence, for her work in resilience to climate change, weather extremes, and other systemic shocks.

Social Value

We have formed a strategic partnership with PJA and RAB Consultants to ensure flexibility and consistent quality of service across the flood risk and education sectors. We will be the Lead Consultant, supported by RAB Consultants and PJA. Together they will offer a resilient, scalable, and value-driven solution aligned with the DfE's goals for flood risk reduction, educational continuity, and climate adaptation.

PJA bring specialist knowledge in Property Flood Resilience (PFR), SuDS and flood risk with a strong track record of delivering flood mitigation solutions for schools and local authorities. Our experience in stakeholder engagement and design review will work with our leadership in programme management and technical assurance.

RAB Consultants specialise in flood risk management and resilience services, offering expert engineering, emergency planning, and project management solutions to clients. They have delivered over 1,600 property surveys under the Environment Agency's PFR Framework and have

previously supported the DfE's Loss Adjusters with site-specific Flood Risk Assessments. RAB have the ability to mobilise quickly and operate across England which will ensure responsive, high-quality delivery.

All teams will collaborate with each other to work together and support all partners regardless of employing organisation.

We are committed to supporting educational attainment, training and professional development of our workforce and supply chain; and addressing skills gaps within flood risk and resilience including a lack of expertise in implementing Natural Flood Management schemes, and a shortage of professionals trained in Property Flood Resilience installations. Our method to managing social value:

Utilise and upskill apprentices

Building on our award-winning approach to recruitment, two apprentices, at Level 3 and 6 respectively will work on the contract, profiled as 1/2 days/week for the duration of the FRAs. This will contribute to our professional development of working towards EngTech and a BTEC in Civil Engineering; and progressing towards IEng accreditation respectively. Timescales Yr2 Q1/2, YR3 Q1/2

Host an industrial placement to support deliverables

Over the course of the project, we will support two placements, one current and one future. The current placement is from University of Sheffield working towards a degree/qualification in BSc Geography. Timescales Yr2 Q1/2, YR3 Q1/2

Enable in-work training opportunities for our workforce

We have 58 Skills Networks, funded through the Arup University that bring together specialists from across Arup to develop and share best practice, upskill colleagues and provide centralised advice and guidance. The Project team will be able to draw on these resources to ensure that they build on best practice and industry learning. We will conduct two engagement sessions with the water skills network to share project learnings and distribute learning packs. All our staff working on this contract will undertake 7.5 hours of in-work training for professional development, with training monitored and logged.

Support careers engagement and educational activities within schools visited

We have a network of trained STEM Ambassadors and a variety of educational resources to support careers and curriculum activities in schools. They have developed resources with Frank Water, including videos and lesson plans, to inspire children about the impact of water. We will select one school per region for additional engagement, offering activities alongside our contract deliverables to raise awareness of flooding and related careers. We will commit to providing 7.5 hours of support to each school, reaching an estimated 150 students with industry-informed sessions to inspire careers in water. Timescales Yr2 Q2 – YR3 Q1

Sharing learning and knowledge gained to apprentices in our workforce and the wider project team and supply chain.

We will share our project learnings on flood risks and mitigations to schools in the context of climate change. We will carry out 2-hour seminars for clients, consultants, contractors, and early careers individuals within the DfE and supply chain partners.

Timescales Towards project completion

Monitoring, measuring and reporting:

We will use our Social Value and Equity Monitoring (SVEM) tool to track and report on our social value commitments. At the project start, we will create a Social Value Delivery Plan (SVDP) integrated into the SVEM tool, allowing real-time updates and bespoke client reports. We will discuss progress, opportunities, risks, and the forward plan as quarterly updates

Annex C

Consultant Deeds of Collateral Warranty

20[●]

Collateral Warranty from Consultant to [Purchaser Tenant Funder]
relating to
[●]

[●] ⁽¹⁾
[●] ⁽²⁾ and
[●] ⁽³⁾

DATE 20[●]

PARTIES

- (1) [●] [(No.[●] / trading together in partnership under the style [●] / a limited liability partnership] [whose registered office is [●] / whose principal place of business is [●]] (**Consultant**).
- (2) [●] [(No.[●] / trading together in partnership under the style [●] / a limited liability partnership] [whose registered office is [●] / whose principal place of business is [●]] (**Beneficiary**).
- (3) [●] [(No.[●] / trading together in partnership under the style [●] / a limited liability partnership] [whose registered office is [●] / whose principal place of business is [●]] (**Client**).

BACKGROUND

- (A) By the Appointment, the Client has engaged the Consultant to act in the capacity of [●] in relation to the [design, specification, construction and completion of the Development at the Site] on the terms and subject to the conditions set out in the Appointment.
- (B) The Beneficiary has entered into an agreement [to purchase / for lease to take a lease of / to provide finance for] [the whole of / part of] the [Development / Site].
- (C) [The Client [shall novate / has novated] all of its rights and obligations under the Appointment by a deed of novation [dated [●]] [to [●]].
- (D) The Consultant has agreed to enter into this Deed for the benefit of the Beneficiary and its successors in title and assigns.

AGREED TERMS

In consideration of the payment of £1 by the Beneficiary to the Consultant (receipt of which is hereby acknowledged) and which the parties hereby agree to be full and valuable consideration it is hereby agreed that:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed the words below have the meanings next to them unless the context requires otherwise:

Appointment	the JCT Consultancy Agreement 2024 (as amended) entered into between the Client and the Consultant, dated [●] for the carrying out of services, duties and obligations in relation to the Development including any documents or arrangements which are supplemental or ancillary to it by way of variation or otherwise.
Business Day	a day which is not a Saturday or Sunday or a bank or national holiday in England.
Construction Products Regulations	UK Construction Products Regulation 2011 and the Construction Products Regulations 2013 (SI 2013/1387).
Development	the development of [●] by the Client at the Site.
Group	in relation to a company: (a) that company and any Subsidiary of that company; (b) the ultimate Holding Company of that company; and

	(c) every other company which is a Subsidiary of the same ultimate Holding Company,
	in each case from time to time.
Group Company	in relation to a Group any member of that Group.
Holding Company	has the meaning given to that term in section 1159 Companies Act 2006 and a company will be treated, for the purposes only of the membership requirement contained in sub-sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) a person (or its nominee) whether by way of security or in connection with the taking of security or (b) its nominee.
Material	all designs, drawings, calculations, charts, diagrams, sketches, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, data, databases, schedules, programmes, bills of quantities, budgets, surveys, levels, setting out dimensions and/or all other documents or materials produced or prepared by or on behalf of the Consultant in relation to and/or connection with the Development and/or Site (including any and all updates, amendments, additions and revisions to them and any works, designs or inventions contained incorporated or referred to in them for any purpose relating to the Development and/or Site) created before, on or after the date of this Deed.
Practical Completion	the date of practical completion of the Development as certified or otherwise evidenced as required under the terms of the relevant building contract.
Site	the land at [●] upon which the Development is to be constructed.
Subsidiary	has the meaning given to that term in section 1159 Companies Act 2006 and a company will be treated, for the purposes only of the membership requirement contained in sub-sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) a person (or its nominee) whether by way of security or in connection with the taking of security or (b) its nominee.
UK Construction Products Regulation 2011	the UK version of Regulation (EU) No 305/2011, as it forms part of English law under the European Union (Withdrawal) Act 2018.

1.2 In this Deed unless the context requires otherwise:

- 1.2.1 references to a Clause or Schedule are to a clause of, or schedule to this Deed, references to this Deed include its schedules, and references in a Schedule to a paragraph are to a paragraph of that Schedule;
- 1.2.2 references to this Deed or any other document are to this Deed or that document as amended or novated from time to time;
- 1.2.3 words denoting the singular include the plural and vice versa;
- 1.2.4 references to a person include any corporate or unincorporated body;

- 1.2.5 the table of contents and headings in this Deed do not affect its interpretation;
- 1.2.6 writing or written does not include e-mail or any other form of electronic communication, other than fax where explicitly stated;
- 1.2.7 the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 1.2.8 references to the parties include their respective successors in title, permitted assignees, estates and legal personal representatives; and
- 1.2.9 unless otherwise specified, a reference to legislation or a legislative provision is a reference to it as amended, consolidated, extended or re-enacted from time to time (whether before or after the date of this Deed) and to any subordinate legislation made under it from time to time.

2. EXERCISE OF SKILL AND CARE

- 2.1 The Consultant warrants and undertakes to the Beneficiary that it has observed and performed and shall continue to observe and perform each and all of its services, duties and obligations contained in or implied by the Appointment. Save as expressly provided for in this Deed the duties and liabilities of the Consultant are to be treated as being no greater than they would have been if the Beneficiary had been a party to the Appointment instead of this Deed and the Consultant shall be entitled to rely on any limitations in the Appointment but neither this provision nor any other provision in this Deed shall entitle the Consultant to raise any defence based on set-off or counterclaim and/or prevent the Beneficiary from recovering loss and/or damage from the Consultant as a result of the Consultant's breach of any provisions of this Deed on the basis that the Client has not suffered any loss and/or damage and/or the same loss and/or damage and the Consultant hereby irrevocably agrees and undertakes not to raise any such arguments by way of defence and/or set-off and/or counterclaim to any claim made by the Beneficiary.
- 2.2 Without prejudice to the generality of Clause 2.1 the Consultant warrants and undertakes to the Beneficiary that it has exercised and shall continue to exercise in the performance of the services, duties and obligations contained in or implied by the Appointment all reasonable skill, care and diligence to be expected of a properly qualified and competent consultant experienced in performing similar services, duties and obligations in relation to developments of a similar nature, value, scope, character, complexity and timescale to the Development.
- 2.3 The Consultant further warrants and undertakes to the Beneficiary that, in observing and performing each and all of its services, duties and obligations contained in or implied by the Appointment, the Consultant shall comply with all applicable statutory and regulatory requirements.
- 2.4 The Consultant acknowledges that the Beneficiary has relied and shall rely on the warranties under this Clause 2 and the other terms of this Deed and may and/or shall suffer loss and/or damage in the event of a breach of these warranties and/or the other terms of this Deed.
- 2.5 The obligations of the Consultant under this Deed shall not be released or diminished by the appointment of any person by the Beneficiary to carry out any independent enquiry into any matter.

3. OBLIGATIONS PRIOR TO TERMINATION OF THE APPOINTMENT

[NOTE - Clauses 3 and 4 (step in rights) are usually only used where the Beneficiary is a purchaser or funder. If the Beneficiary is not a purchaser or funder, or if they are not to be given step in rights, delete Clause 3, 4 and 13; delete the Client details in Clause 9; and delete the Client from being a signatory to this collateral warranty on the coversheet, parties and execution clauses, and instead insert a new definition of Client with their details in the table at Clause 1.1]

- 3.1 The Consultant warrants and undertakes to the Beneficiary that it shall not exercise or seek to exercise any right of termination of the Appointment and/or to discontinue the performance of any of its services, duties and/or obligations thereunder for any reason whatsoever (including any services, duties and/or obligations in relation to the Development by reason of breach on the part of the Client) without giving to the Beneficiary not less than 28 days' notice of its intention to do so and specifying the grounds for the proposed termination and/or discontinuance.
- 3.2 Any period stipulated in the Appointment for the exercise by the Consultant of a right of termination of the Appointment and/or to discontinue the performance of any of its services, duties and/or obligations in relation to the Development shall be extended as may be necessary to take account of the period of notice required under Clause 3.1.
- 3.3 Compliance by the Consultant with the provisions of Clause 3.1 shall not be treated as a waiver of any breach on the part of the Client giving rise to the right of termination of the Appointment and/or to discontinue the performance of any of the Consultant's services, duties and/or obligations in relation to the Development, nor otherwise prevent the Consultant from exercising its rights after the expiration of the notice unless the right of termination and/or right to discontinue shall have ceased under the provisions of Clause 4.

4. OBLIGATIONS OF THE CONSULTANT TO THE BENEFICIARY

[NOTE - Clauses 3 and 4 are usually only used where the Beneficiary is a purchaser or funder – see note under Clause 3 above.]

- 4.1 The right of the Consultant to terminate the Appointment and/or to discontinue the performance of any of its services, duties and/or obligations shall cease within the period of 28 days referred to in Clause 3.1 if the Beneficiary shall give written notice to the Consultant:
 - 4.1.1 requiring the Consultant to continue performing its services, duties and obligations under the Appointment in relation to the Development;
 - 4.1.2 acknowledging that the Beneficiary is assuming all the services, duties and obligations of the Client under the Appointment;
 - 4.1.3 undertaking unconditionally to the Consultant to discharge all payments which may subsequently become due to the Consultant under the terms of the Appointment;and shall pay to the Consultant any sums which have become due and payable to it under the Appointment but which were then unpaid.
- 4.2 Upon compliance by the Beneficiary with the requirements of Clause 4.1 the Appointment shall continue in full force and effect as if the right of termination and/or discontinuance on the part of the Consultant had not arisen and in all respects as if the Appointment had been made between the Consultant and the Beneficiary to the exclusion of the Client.
- 4.3 Notwithstanding that as between the Client and the Consultant the Consultant's rights of termination of the Appointment and/or discontinuance may not have arisen, the provisions of Clause 4.2 shall nevertheless apply if the Beneficiary gives notice to the Consultant and the Client to that effect and the Beneficiary complies with the requirements on its part under Clause 4.1.
- 4.4 The Consultant shall not be concerned or required to enquire whether, and shall be bound to assume that, as between the Client and the Beneficiary the circumstances have occurred permitting the Beneficiary to give notice under Clause 4.1.
- 4.5 The Consultant acting in accordance with the provisions of this Clause 4 shall not by so doing incur any liability to the Client.
- 4.6 Where the Consultant has given rights similar to those contained in Clauses 3 and 4 of this Deed to any other person or persons, then if both the Beneficiary and such other person or persons

shall serve notice under Clause 4.1 or its equivalent, the notice served by the Beneficiary [shall prevail over any notice served by any other person or persons / shall not prevail over any notice served by any other person or persons / shall not prevail over any notice served by [●] but shall prevail over any notice served by any other person or persons.] The Consultant acting in accordance with the provisions of this Clause 4.6 shall not be and shall not be deemed to be in breach of the provisions of this Deed by doing so, nor shall the Consultant in doing so incur any liability to the Beneficiary.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 The Consultant with full title guarantee grants to the Beneficiary, with immediate effect, an irrevocable, perpetual, non-exclusive, non-terminable, royalty-free licence to use, reproduce and transmit any or all of the Materials produced or prepared by the Consultant or on the Consultant's behalf for any purpose whatsoever relating to the Development and/or the Site including (without limitation) the design, construction, completion, promotion, advertisement, funding, sale, letting, disposal, fitting out, maintenance, use, occupation, management, repair, reinstatement, re-construction, modification, alteration, refurbishment, re-development, decommissioning, demolition and/or extension of the Development and/or the Site. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties without the Consultant's prior consent and shall subsist notwithstanding the termination (for any reason) of the Appointment.
- 5.2 The Consultant shall not be liable for the consequences of any use by the Beneficiary of the Materials for any purposes other than those for which the same are or were prepared.
- 5.3 The Consultant warrants to the Beneficiary that it is authorised to grant the licence set out in Clause 5.1 in respect of any Materials whose intellectual property rights are vested in any third person and that the use of the Materials for any purpose relating to the Development and/or Site shall not infringe the rights of any third person. If the use of the Materials is found to infringe the rights of any third person, the Consultant shall indemnify the Beneficiary against all resulting claims, proceedings, damages, costs and expenses.
- 5.4 To the extent that the Consultant is (or at the time of their creation may be) the author of the Materials, the Consultant hereby absolutely waives and agrees not to assert any moral rights which it might otherwise be deemed to possess pursuant to the Copyright, Designs and Patents Act 1988 or any equivalent legislation in respect of the Materials; and to the extent that the Consultant is not the author, the Consultant warrants that the author has not asserted and has waived and agreed to waive any such moral rights which the author might otherwise be deemed to possess.
- 5.5 The Consultant agrees:
- 5.5.1 on request at any time to give the Beneficiary or any persons authorised by the Beneficiary full and sufficient access to the Materials and, at the Beneficiary's expense, to provide full and proper copies of the Materials (including copy negatives and electronic copies); and
- 5.5.2 at the Consultant's expense, to provide the Beneficiary with a set of all Materials on Practical Completion.
- 5.6 All royalties or other sums payable in respect of the supply and use of any patented articles, processes or inventions required in connection with the Appointment shall be paid by the Consultant and the Consultant shall indemnify the Beneficiary from and against all claims, proceedings, damages, costs and expenses suffered or incurred by the Beneficiary by reason of the Consultant infringing or being held to infringe any intellectual property rights in the course of or in connection with the Appointment.
- 5.7 The Consultant shall (subject to the Beneficiary paying the Consultant's reasonable costs so to do) if reasonably requested by the Beneficiary at any time execute such documents and perform such acts as may be required fully and effectively to assure to the Beneficiary the rights referred to in this Clause 5.

6. INSURANCE

- 6.1 The Consultant warrants to the Beneficiary that it maintains, has at all relevant times maintained, and shall continue to maintain throughout the duration of the Development and for a period of 12 years following Practical Completion (irrespective of any termination of the Appointment or the Consultant's employment under the Appointment for any reason) professional indemnity insurance with reputable insurers lawfully carrying on such insurance business in the United Kingdom with a limit of indemnity of not less than £10,000,000 (ten million pounds) for any one claim and in the aggregate to cover any claims made under this Deed against the Consultant in relation to the Development.
- 6.2 The Consultant shall maintain the professional indemnity insurance on terms and conditions that do not require the Consultant to discharge any liability before being entitled to recover from the insurers and would not adversely affect the rights of any person to recover from the insurers pursuant to the Third Parties (Rights Against Insurers) Act 2010.
- 6.3 As and when reasonably required by the Beneficiary the Consultant shall provide satisfactory documentary evidence of the terms of insurance referred to in Clause 6.1 and that the insurance referred to in Clause 6.1 is being properly maintained, and shall confirm that payment has been made in respect of the last preceding premium due under such insurance.
- 6.4 The Consultant warrants that it has at all relevant times observed and shall continue to observe all of the conditions of the insurance policy referred to in Clause 6.1 and all of the insurance provisions contained or referred to in the Appointment.
- 6.5 The preceding parts of this Clause 6 shall not apply at times when and to the extent that the insurance referred to in Clause 6.1 is not available in the United Kingdom insurance market at commercially reasonable rates, and the Consultant has notified the Beneficiary accordingly. Upon such notification the Consultant shall make itself available to the Beneficiary to discuss reasonable means of protecting the Beneficiary and the Consultant shall take any reasonable steps requested by the Beneficiary. For the purposes of this Clause 6.5, **commercially reasonable rates** shall mean such level of premium rates at which other consultants of a similar size and financial standing as the Consultant at each renewal date generally continue to take out such insurance. For the avoidance of doubt, any increased or additional premium required by insurers by reason of the Consultant's own claims record or other acts, errors, omissions, negligence, breaches, defaults, matters or things particular to the Consultant shall be deemed to be within commercially reasonable rates.

7. HEALTH AND SAFETY

The Consultant warrants that it has complied and shall comply with all of its obligations in relation to the Development as set out in the Construction (Design and Management) Regulations 2015.

8. EXCLUDED MATERIALS

- 8.1 The Consultant warrants that it has not and shall not use and/or permit the use of and/or specify for use in or in connection with the Development any substances materials equipment products kit practices or techniques which by their nature or application do not conform with relevant British Standards or Codes of Practice or regulations or good building practice or any European Union equivalent current at the time of use or permission or specification, nor any substances materials equipment products kit practices or techniques which are generally known or generally suspected within the Consultant's trade and/or the construction industry:
- 8.1.1 to be deleterious in the particular circumstances in which they are used or specified for use to the health or safety of any person;
- 8.1.2 to be deleterious in the particular circumstances in which they are used or specified for use to the health, safety, stability, performance, physical integrity and/or durability of the Development or any part thereof and/or to other structures, finishes, plant and/or machinery;

- 8.1.3 to reduce or possibly reduce the normal life expectancy of developments of a type comparable to the Development;
- 8.1.4 to become deleterious without a level or cost of maintenance which is higher than that which would normally be expected in a development of a type comparable to the Development;
- 8.1.5 not to comply with or have due regard to the report entitled "Good Practice in the Selection of Construction Materials" (current edition) published by the British Council for Offices; and/or
- 8.1.6 to be supplied or placed on the market in breach of the Construction Products Regulations.

9. COMMUNICATIONS

- 9.1 Except as otherwise provided for in this Deed, all notices or other communications under or in respect of this Deed to either party shall be deemed to be duly given or made when:

- 9.1.1 delivered (in the case of personal delivery or letter); or

- 9.1.2 despatched (in the case of facsimile)

to that party at the address or facsimile number appearing below (or at such other address or facsimile number as that party may hereafter specify for this purpose to the other):

in the case of the Consultant: [NOTE - name / address / facsimile to be inserted]

in the case of the Beneficiary: [NOTE - name / address / facsimile to be inserted]

in the case of the Client: [NOTE - name / address / facsimile to be inserted]

- 9.2 A written notice includes a notice by facsimile. A notice or other communication which is not received on a Business Day or which is received after business hours in the place of receipt shall be deemed to be given or made on the next following Business Day in that place.

10. CONCURRENT LIABILITIES

The rights and benefits conferred upon the Beneficiary by this Deed are in addition to any other rights and remedies it may have against the Consultant including, without prejudice to the generality of the foregoing, any remedies in negligence.

11. ASSIGNMENT

- 11.1 The Beneficiary may without the consent of the Consultant assign transfer and/or charge the benefit of all or any of the Consultant's obligations under this Deed and/or any benefit arising under or out of this Deed:

- 11.1.1 by way of security or by way of re-assignment on redemption; and

- 11.1.2 by absolute assignment to any Group Company of the Beneficiary; and

- 11.1.3 by absolute assignment on two other occasions only.

- 11.2 In this Deed references to the Beneficiary include where the context admits its permitted assignees.

11.3 The Consultant shall not be entitled to contend that any person to whom this Deed is assigned in accordance with Clause 11.1 is precluded from recovering under this Deed any loss incurred by such assignee resulting from any breach of this Deed (whenever happening), by reason that such person is an assignee and not a named party under this Deed.

11.4 The Consultant shall not be entitled to assign, transfer and/or charge the benefit of any (if any) of the Beneficiary's obligations under this Deed and/or any benefit (if any) arising to the Consultant out of this Deed.

12. LIMITATION PERIOD

The liability of the Consultant under this Deed shall cease 12 years following Practical Completion save in relation to any claims made by the Beneficiary against the Consultant and/or notified by the Beneficiary to the Consultant in writing prior thereto. For the avoidance of doubt, the parties agree that any provisions of the Limitation Act 1980 to the contrary will not apply to this Deed.

13. CLIENT

[NOTE - delete if Clauses 3 and 4 are deleted]

The Client agrees that it shall not take any steps which would prevent or hinder the Beneficiary from exercising its rights under this Deed and confirms that the rights of the Beneficiary in Clauses 3 and 4 override any obligations of the Consultant to the Client under the Appointment.

14. GOVERNING LAW AND JURISDICTION

14.1 This Deed 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) is governed by and construed in accordance with the law of England and Wales.

14.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear and decide any suit, action or proceedings and/or settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

15. RIGHTS OF THIRD PARTIES

Unless the right of enforcement is expressly provided for, no third party (as defined in the Contracts (Rights of Third Parties) Act 1999) except for any permitted successor or assignee of any party to this Deed has any rights under that Act to enforce any term of this Deed.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by [insert name of company]
acting by [insert name of first director], a director
and [insert name of second director or secretary] [a
director/its secretary]

.....
Director

.....
[Director/Secretary]

Executed as a deed by **[insert name of company]**
acting by [insert name of director], a director, in the
presence of [insert name of witness]:

.....
Director

Signature (Witness)

Print Name

Address

.....

Occupation

Annex D

Sub-consultant Deeds of Collateral Warranty

20[●]

Collateral Warranty from Sub-Consultant to [Purchaser Tenant Funder Client]
relating to
[●]

[●]⁽¹⁾
[●]⁽²⁾ and
[●]⁽³⁾

DATE 20[●]

PARTIES

- (1) [●] [(No.[●] / trading together in partnership under the style [●] / a limited liability partnership) [whose registered office is [●] / whose principal place of business is [●]] (**Sub-Consultant**).
- (2) [●] [(No.[●] / trading together in partnership under the style [●] / a limited liability partnership) [whose registered office is [●] / whose principal place of business is [●]] (**Beneficiary**).
- (3) [●] [(No.[●] / trading together in partnership under the style [●] / a limited liability partnership) [whose registered office is [●] / whose principal place of business is [●]] (**Consultant**).

BACKGROUND

- (A) By the Appointment, [●] [(No.[●] / trading together in partnership under the style [●] / a limited liability partnership) [whose registered office is [●] / whose principal place of business is [●]] (**Client**) has engaged the Consultant to act in the capacity of [●] in relation to the [design, specification, construction and completion of the Development at the Site] on the terms and subject to the conditions set out in the Appointment.
- (B) By the Contract, the Consultant has employed the Sub-Consultant to carry out various services, duties and obligations on the terms and subject to the conditions set out in the Contract.
- (C) The Beneficiary has entered into an agreement [to purchase / for lease to take a lease of / to provide finance for] [the whole of / part of] the [Development / Site].
- (D) The Sub-Consultant has agreed to enter into this Deed for the benefit of the Beneficiary and its successors in title and assigns.

AGREED TERMS

In consideration of the payment of £1 by the Beneficiary to the Sub-Consultant (receipt of which is hereby acknowledged) and which the parties hereby agree to be full and valuable consideration it is hereby agreed that:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed the words below have the meanings next to them unless the context requires otherwise:

Appointment	the JCT Consultancy Agreement 2024 (as amended) entered into between the Client and the Consultant, dated [●] for the carrying out of services, duties and obligations in relation to the Development including any documents or arrangements which are supplemental or ancillary to it by way of variation or otherwise.
Business Day	a day which is not a Saturday or Sunday or a bank or national holiday in England.
Construction Products Regulations	UK Construction Products Regulation 2011 and the Construction Products Regulations 2013 (SI 2013/1387).
Contract	the contract between the Consultant and the Sub-Consultant dated [●] for the carrying out of various services, duties and obligations in relation to the Development including any documents or arrangements which are supplemental or ancillary to it by way of variation or otherwise.
Development	the development of [●] by the Client at the Site.

Group	<p>in relation to a company:</p> <p>(a) that company and any Subsidiary of that company;</p> <p>(b) the ultimate Holding Company of that company; and</p> <p>(c) every other company which is a Subsidiary of the same ultimate Holding Company,</p> <p>in each case from time to time.</p>
Group Company	<p>in relation to a Group any member of that Group.</p>
Holding Company	<p>has the meaning given to that term in section 1159 Companies Act 2006 and a company will be treated, for the purposes only of the membership requirement contained in sub-sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) a person (or its nominee) whether by way of security or in connection with the taking of security or (b) its nominee.</p>
Material	<p>all designs, drawings, calculations, charts, diagrams, sketches, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, data, databases, schedules, programmes, bills of quantities, budgets, surveys, levels, setting out dimensions and/or all other documents or materials produced or prepared by or on behalf of the Sub-Consultant in relation to and/or connection with the Development and/or Site (including any and all updates, amendments, additions and revisions to them and any works, designs or inventions contained incorporated or referred to in them for any purpose relating to the Development and/or Site) created before, on or after the date of this Deed.</p>
Practical Completion	<p>the date of practical completion of the Development as certified or otherwise evidenced as required under the terms of the relevant building contract.</p>
Site	<p>the land at [●] upon which the Development is to be constructed.</p>
Subsidiary	<p>has the meaning given to that term in section 1159 Companies Act 2006 and a company will be treated, for the purposes only of the membership requirement contained in sub-sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) a person (or its nominee) whether by way of security or in connection with the taking of security or (b) its nominee.</p>
UK Construction Products Regulation 2011	<p>the UK version of Regulation (EU) No 305/2011, as it forms part of English law under the European Union (Withdrawal) Act 2018.</p>

1.2 In this Deed unless the context requires otherwise:

- 1.2.1 references to a Clause or Schedule are to a clause of, or schedule to this Deed, references to this Deed include its schedules, and references in a Schedule to a paragraph are to a paragraph of that Schedule;
- 1.2.2 references to this Deed or any other document are to this Deed or that document as amended or novated from time to time;

- 1.2.3 words denoting the singular include the plural and vice versa;
- 1.2.4 references to a person include any corporate or unincorporated body;
- 1.2.5 the table of contents and headings in this Deed do not affect its interpretation;
- 1.2.6 writing or written does not include e-mail or any other form of electronic communication, other than fax where explicitly stated;
- 1.2.7 the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 1.2.8 references to the parties include their respective successors in title, permitted assignees, estates and legal personal representatives;
- 1.2.9 unless otherwise specified, a reference to legislation or a legislative provision is a reference to it as amended, consolidated, extended or re-enacted from time to time (whether before or after the date of this Deed) and to any subordinate legislation made under it from time to time; and
- 1.2.10 if the Sub-Consultant is a partnership each partner shall be jointly and severally liable under this Deed. Where the context so requires and where the Sub-Consultant is a partnership, the term **Sub-Consultant** shall be deemed to include any additional partner(s) who may be admitted into the partnership of the Sub-Consultant during the currency of this Deed. This Deed shall not automatically terminate upon the death, retirement or resignation of one or more members of such partnership.

2. EXERCISE OF SKILL AND CARE

- 2.1 The Sub-Consultant warrants and undertakes to the Beneficiary that it has observed and performed and shall continue to observe and perform each and all of its services, duties and obligations contained in or implied by the Contract. Save as expressly provided for in this Deed the duty of the Sub-Consultant is to be treated as being no greater than it would have been if the Beneficiary had been a party to the Contract instead of this Deed but neither this provision nor any other provision in this Deed shall entitle the Sub-Consultant to raise any defence based on set-off or counterclaim and/or prevent the Beneficiary from recovering loss and/or damage from the Sub-Consultant as a result of the Sub-Consultant's breach of any provisions of this Deed on the basis that the Consultant and/or the Client have not suffered any loss and/or damage and/or the same loss and/or damage and the Sub-Consultant hereby irrevocably agrees and undertakes not to raise any such arguments by way of defence and/or set-off and/or counterclaim to any claim made by the Beneficiary.
- 2.2 Without prejudice to the generality of Clause 2.1 the Sub-Consultant warrants and undertakes to the Beneficiary that it has exercised and shall continue to exercise in the performance of the services, duties and obligations contained in or implied by the Contract all reasonable skill, care and diligence to be expected of a properly qualified and competent consultant experienced in performing similar services, duties and obligations in relation to developments of a similar nature, value, scope, character, complexity and timescale to the Development.
- 2.3 The Sub-Consultant further warrants and undertakes to the Beneficiary that, in observing and performing each and all of its services, duties and obligations contained in or implied by the Contract, the Sub-Consultant shall comply with all applicable statutory and regulatory requirements.
- 2.4 The Sub-Consultant acknowledges that the Beneficiary has relied and shall rely on the warranties under this Clause 2 and the other terms of this Deed and may and/or shall suffer loss and/or damage in the event of a breach of these warranties and/or the other terms of this Deed.
- 2.5 The obligations of the Sub-Consultant under this Deed shall not be released or diminished by the appointment of any person by the Beneficiary to carry out any independent enquiry into any matter.

3. OBLIGATIONS PRIOR TO TERMINATION OF THE CONTRACT

[NOTE - Clauses 3 and 4 (step in rights) are usually only used where the Beneficiary is a purchaser or funder, or to the Client. If the Beneficiary is not a purchaser or funder, or if they are not to be given step in rights, delete Clause 3, 4 and 13; delete the Consultant details in Clause 9; and delete the Consultant from being a signatory to this collateral warranty on the coversheet, parties and execution clauses, and instead insert a new definition of Consultant with their details in Background A or the table at Clause 1.1]

- 3.1 The Sub-Consultant warrants and undertakes to the Beneficiary that it shall not exercise or seek to exercise any right of termination of the Contract and/or to discontinue the performance of any of its services, duties and/or obligations thereunder for any reason whatsoever (including any services, duties and/or obligations in relation to the Development by reason of breach on the part of the Consultant) without giving to the Beneficiary not less than 28 days' notice of its intention to do so and specifying the grounds for the proposed termination and/or discontinuance.
- 3.2 Any period stipulated in the Contract for the exercise by the Sub-Consultant of a right of termination of the Contract and/or to discontinue the performance of any of its services, duties and/or obligations in relation to the Development shall be extended as may be necessary to take account of the period of notice required under Clause 3.1.
- 3.3 Compliance by the Sub-Consultant with the provisions of Clause 3.1 shall not be treated as a waiver of any breach on the part of the Consultant giving rise to the right of termination of the Contract and/or to discontinue the performance of any of the Sub-Consultant's services, duties and/or obligations in relation to the Development, nor otherwise prevent the Sub-Consultant from exercising its rights after the expiration of the notice unless the right of termination and/or right to discontinue shall have ceased under the provisions of Clause 4.

4. OBLIGATIONS OF THE SUB-CONSULTANT TO THE BENEFICIARY

[NOTE - Clauses 3 and 4 are usually only used where the Beneficiary is a purchaser or funder, or to the Client – see note under Clause 3 above.]

- 4.1 The right of the Sub-Consultant to terminate the Contract and/or to discontinue the performance of any of its services, duties and/or obligations shall cease within the period of 28 days referred to in Clause 3.1 if the Beneficiary shall give written notice to the Sub-Consultant:
 - 4.1.1 requiring the Sub-Consultant to continue performing its services, duties and obligations under the Contract in relation to the Development;
 - 4.1.2 acknowledging that the Beneficiary is assuming all the services, duties and obligations of the Consultant under the Contract;
 - 4.1.3 undertaking unconditionally to the Sub-Consultant to discharge all payments which may subsequently become due to the Sub-Consultant under the terms of the Contract;and shall pay to the Sub-Consultant any sums which have become due and payable to it under the Contract but which were then unpaid.
- 4.2 Upon compliance by the Beneficiary with the requirements of Clause 4.1 the Contract shall continue in full force and effect as if the right of termination and/or discontinuance on the part of the Sub-Consultant had not arisen and in all respects as if the Contract had been made between the Sub-Consultant and the Beneficiary to the exclusion of the Consultant.
- 4.3 Notwithstanding that as between the Consultant and the Sub-Consultant the Sub-Consultant's rights of termination of the Contract and/or discontinuance may not have arisen, the provisions of Clause 4.2 shall nevertheless apply if the Beneficiary gives notice to the Sub-Consultant and the Consultant to that effect and the Beneficiary complies with the requirements on its part under Clause 4.1.

- 4.4 The Sub-Consultant shall not be concerned or required to enquire whether, and shall be bound to assume that, as between the Consultant and the Beneficiary the circumstances have occurred permitting the Beneficiary to give notice under Clause 4.1.
- 4.5 The Sub-Consultant acting in accordance with the provisions of this Clause 4 shall not by so doing incur any liability to the Consultant.
- 4.6 Where the Sub-Consultant has given rights similar to those contained in Clauses 3 and 4 of this Deed to any other person or persons, then if both the Beneficiary and such other person or persons shall serve notice under Clause 4.1 or its equivalent, the notice served by the Beneficiary [shall prevail over any notice served by any other person or persons / shall not prevail over any notice served by any other person or persons / shall not prevail over any notice served by [●] but shall prevail over any notice served by any other person or persons]. The Sub-Consultant acting in accordance with the provisions of this Clause 4.6 shall not be and shall not be deemed to be in breach of the provisions of this Deed by doing so, nor shall the Sub-Consultant in doing so incur any liability to the Beneficiary.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 The Sub-Consultant with full title guarantee grants to the Beneficiary, with immediate effect, an irrevocable, perpetual, non-exclusive, non-terminable, royalty-free licence to use, reproduce and transmit any or all of the Materials produced or prepared by the Sub-Consultant or on the Sub-Consultant's behalf for any purpose whatsoever relating to the Development and/or the Site including (without limitation) the design, construction, completion, promotion, advertisement, funding, sale, letting, disposal, fitting out, maintenance, use, occupation, management, repair, reinstatement, re-construction, modification, alteration, refurbishment, re-development, decommissioning, demolition and/or extension of the Development and/or the Site. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties without the Sub-Consultant's prior consent and shall subsist notwithstanding the termination (for any reason) of the Contract.
- 5.2 The Sub-Consultant shall not be liable for the consequences of any use by the Beneficiary of the Materials for any purposes other than those for which the same are or were prepared.
- 5.3 The Sub-Consultant warrants to the Beneficiary that it is authorised to grant the licence set out in Clause 5.1 in respect of any Materials whose intellectual property rights are vested in any third person and that the use of the Materials for any purpose relating to the Development and/or Site shall not infringe the rights of any third person. If the use of the Materials is found to infringe the rights of any third person, the Consultant shall indemnify the Beneficiary against all resulting claims, proceedings, damages, costs and expenses.
- 5.4 To the extent that the Sub-Consultant is (or at the time of their creation may be) the author of the Materials, the Sub-Consultant hereby absolutely waives and agrees not to assert any moral rights which it might otherwise be deemed to possess pursuant to the Copyright, Designs and Patents Act 1988 or any equivalent legislation in respect of the Materials; and to the extent that the Sub-Consultant is not the author, the Sub-Consultant warrants that the author has not asserted and has waived and agreed to waive any such moral rights which the author might otherwise be deemed to possess.
- 5.5 The Sub-Consultant agrees:
- 5.5.1 on request at any time to give the Beneficiary or any persons authorised by the Beneficiary full and sufficient access to the Materials and, at the Beneficiary's expense, to provide full and proper copies of the Materials (including copy negatives and electronic copies); and
- 5.5.2 at the Sub-Consultant's expense, to provide the Beneficiary with a set of all Materials on Practical Completion.
- 5.6 All royalties or other sums payable in respect of the supply and use of any patented articles, processes or inventions required in connection with the Contract shall be paid by the Sub-Consultant and the Sub-Consultant shall indemnify the Beneficiary from and against all claims,

proceedings, damages, costs and expenses suffered or incurred by the Beneficiary by reason of the Sub-Consultant infringing or being held to infringe any intellectual property rights in the course of or in connection with the Contract.

- 5.7 The Sub-Consultant shall (subject to the Beneficiary paying the Sub-Consultant's reasonable costs so to do) if reasonably requested by the Beneficiary at any time execute such documents and perform such acts as may be required fully and effectively to assure to the Beneficiary the rights referred to in this Clause 5.

6. INSURANCE

- 6.1 The Sub-Consultant warrants to the Beneficiary that it maintains, has at all relevant times maintained, and shall continue to maintain throughout the duration of the Development and for a period of 12 years following Practical Completion (irrespective of any termination of the Contract or the Sub-Consultant's employment under the Contract for any reason) professional indemnity insurance with reputable insurers lawfully carrying on such insurance business in the United Kingdom with a limit of indemnity of not less than £[●] ([●] pounds) for any one occurrence or series of occurrences arising out of any one event to cover any claims made under this Deed against the Sub-Consultant in relation to the Development.
- 6.2 The Sub-Consultant shall maintain the professional indemnity insurance on terms and conditions that do not require the Sub-Consultant to discharge any liability before being entitled to recover from the insurers and would not adversely affect the rights of any person to recover from the insurers pursuant to the Third Parties (Rights Against Insurers) Act 2010.
- 6.3 As and when reasonably required by the Beneficiary the Sub-Consultant shall provide satisfactory documentary evidence of the terms of insurance referred to in Clause 6.1 and that the insurance referred to in Clause 6.1 is being properly maintained, and shall confirm that payment has been made in respect of the last preceding premium due under such insurance.
- 6.4 The Sub-Consultant warrants that it has at all relevant times observed and shall continue to observe all of the conditions of the insurance policy referred to in Clause 6.1 and all of the insurance provisions contained or referred to in the Contract.
- 6.5 The preceding parts of this Clause 6 shall not apply at times when and to the extent that the insurance referred to in Clause 6.1 is not available in the United Kingdom insurance market at commercially reasonable rates, and the Sub-Consultant has notified the Beneficiary accordingly. Upon such notification the Sub-Consultant shall make itself available to the Beneficiary to discuss reasonable means of protecting the Beneficiary and the Sub-Consultant shall take any reasonable steps requested by the Beneficiary. For the purposes of this Clause 6.5, **commercially reasonable rates** shall mean such level of premium rates at which other consultants and/or sub-consultants of a similar size and financial standing as the Sub-Consultant at each renewal date generally continue to take out such insurance. For the avoidance of doubt, any increased or additional premium required by insurers by reason of the Sub-Consultant's own claims record or other acts, errors, omissions, negligence, breaches, defaults, matters or things particular to the Sub-Consultant shall be deemed to be within commercially reasonable rates.

7. HEALTH AND SAFETY

The Sub-Consultant warrants that it has complied and shall comply with all of its obligations in relation to the Development as set out in the Construction (Design and Management) Regulations 2015.

8. EXCLUDED MATERIALS

- 8.1 The Sub-Consultant warrants that it has not and shall not use and/or permit the use of and/or specify for use in or in connection with the Development any substances materials equipment products kit practices or techniques which by their nature or application do not conform with relevant British Standards or Codes of Practice or regulations or good building practice or any European Union equivalent current at the time of use or permission or specification, nor any substances materials equipment products kit practices or techniques which are generally known or generally suspected within the Sub-Consultant's trade and/or the construction industry:

- 8.1.1 to be deleterious in the particular circumstances in which they are used or specified for use to the health or safety of any person;
- 8.1.2 to be deleterious in the particular circumstances in which they are used or specified for use to the health, safety, stability, performance, physical integrity and/or durability of the Development or any part thereof and/or to other structures, finishes, plant and/or machinery;
- 8.1.3 to reduce or possibly reduce the normal life expectancy of developments of a type comparable to the Development;
- 8.1.4 to become deleterious without a level or cost of maintenance which is higher than that which would normally be expected in a development of a type comparable to the Development;
- 8.1.5 not to comply with or have due regard to the report entitled "Good Practice in the Selection of Construction Materials" (current edition) published by the British Council for Offices; and/or
- 8.1.6 to be supplied or placed on the market in breach of the Construction Products Regulations.

9. COMMUNICATIONS

- 9.1 Except as otherwise provided for in this Deed, all notices or other communications under or in respect of this Deed to either party shall be deemed to be duly given or made when:

- 9.1.1 delivered (in the case of personal delivery or letter); or
- 9.1.2 despatched (in the case of facsimile)

to that party at the address or facsimile number appearing below (or at such other address or facsimile number as that party may hereafter specify for this purpose to the other):

in the case of the Sub-Consultant: [●] [NOTE - name / address / facsimile to be inserted]

in the case of the Beneficiary: [●] [NOTE - name / address / facsimile to be inserted]

in the case of the Consultant: [●] [NOTE - name / address / facsimile to be inserted]

- 9.2 A written notice includes a notice by facsimile. A notice or other communication which is not received on a Business Day or which is received after business hours in the place of receipt shall be deemed to be given or made on the next following Business Day in that place.

10. CONCURRENT LIABILITIES

The rights and benefits conferred upon the Beneficiary by this Deed are in addition to any other rights and remedies it may have against the Sub-Consultant including, without prejudice to the generality of the foregoing, any remedies in negligence.

11. ASSIGNMENT

- 11.1 The Beneficiary may without the consent of the Sub-Consultant assign transfer and/or charge the benefit of all or any of the Sub-Consultant's obligations under this Deed and/or any benefit arising under or out of this Deed:

- 11.1.1 by way of security or by way of re-assignment on redemption; and
- 11.1.2 by absolute assignment to any Group Company of the Beneficiary; and
- 11.1.3 by absolute assignment on two other occasions only.

- 11.2 In this Deed references to the Beneficiary include where the context admits its permitted assignees.
- 11.3 The Sub-Consultant shall not be entitled to contend that any person to whom this Deed is assigned in accordance with Clause 11.1 is precluded from recovering under this Deed any loss incurred by such assignee resulting from any breach of this Deed (whenever happening), by reason that such person is an assignee and not a named party under this Deed.
- 11.4 The Sub-Consultant shall not be entitled to assign, transfer and/or charge the benefit of any (if any) of the Beneficiary's obligations under this Deed and/or any benefit (if any) arising to the Sub-Consultant out of this Deed.

12. LIMITATION PERIOD

The liability of the Sub-Consultant under this Deed shall cease 12 years following Practical Completion save in relation to any claims made by the Beneficiary against the Sub-Consultant and/or notified by the Beneficiary to the Sub-Consultant in writing prior thereto. For the avoidance of doubt, the parties agree that any provisions of the Limitation Act 1980 to the contrary will not apply to this Deed.

13. CONSULTANT

[NOTE - delete if Clauses 3 and 4 are deleted]

The Consultant agrees that it shall not take any steps which would prevent or hinder the Beneficiary from exercising its rights under this Deed and confirms that the rights of the Beneficiary in Clauses 3 and 4 override any obligations of the Sub-Consultant to the Consultant under the Contract.

14. GOVERNING LAW AND JURISDICTION

- 14.1 This Deed 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) is governed by and construed in accordance with the law of England and Wales.
- 14.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear and decide any suit, action or proceedings and/or settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

15. RIGHTS OF THIRD PARTIES

Unless the right of enforcement is expressly provided for, no third party (as defined in the Contracts (Rights of Third Parties) Act 1999) except for any permitted successor or assignee of any party to this Deed has any rights under that Act to enforce any term of this Deed.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by **[insert name of company]**
acting by **[insert name of first director]**, a director and
[insert name of second director or secretary] [a
director/its secretary]

.....
Director

.....
[Director/Secretary]

OR

Executed as a deed by **[insert name of company]**
acting by [insert name of director], a director, in the
presence of [insert name of witness]:

.....
Director

Signature (Witness)

Print Name

Address

.....

Occupation

Annex E

Financial Distress

1. Definitions

1.1. In this Annex E the following definitions apply:

"Credit Rating Threshold" means the minimum credit rating levels for the Consultant as set out in paragraph 2 of this Annex E;

"Financial Distress Event" means the failure to meet the Credit Rating Threshold;

"Financial Distress Service Continuity Plan" means a plan setting out how the Consultant will ensure the continued performance in accordance with this contract in the event that a Financial Distress Event occurs;

"Rating Agency" means Dun & Bradstreet.

2. Financial Indicators

DnB Metrics		
Metric	Description	Threshold
DnB Risk Indicator	This rating is based upon sector specific and other available financial and payment information	Maximum of 3
Failure Score	This is a calculation that determines the likelihood of a business failing within the next 12 months	26 or higher
<p>A Risk Indicator score of 4 = very high risk of failure in the next 12 months (the failure score will be between 1 and 10).</p> <p>A Risk Indicator score of 3 <u>and</u> a Failure Score between 11 – 25 = high risk of failure in the next 12 months.</p>		

Financial Strength	This is a measurement of Tangible Net Worth (Shareholders Funds less Intangible Assets) and should represent a company's ability to cope with adverse trading periods.	Minimum of 3A (Max 1A)
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FVRAT Metrics		
Ratio	Description	Threshold
Turnover Ratio	A higher ratio may suggest that the supplier can accommodate the contract more easily. <u>Growth Considerations</u>	>1.5
Operating Margin	A higher percentage suggests that, other things being equal, the supplier is more sustainable	>5%
Quick/Acid Ratio	A higher ratio suggests that the supplier can more easily meet its liabilities when they fall due. <u>Cash flow considerations</u>	>0.8

3. Consequences of a financial distress event

3.1. In the event of:

3.1.1. the credit rating of the Consultant dropping below the applicable Credit Rating Threshold;

3.1.2. the Consultant issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;

3.1.3. there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Consultant;

3.1.4. the Consultant committing a material breach of covenant to its lenders;

3.1.5. a sub-consultant notifying the Client that the Consultant has not satisfied any sums properly due for a material specified invoice or sequences of invoices that are not subject to a genuine dispute;

3.1.6. any of the following:

commencement of any litigation against the Consultant with respect to financial indebtedness or obligations under this contract;

non-payment by the Consultant of any financial indebtedness or any financial indebtedness of the Consultant becoming due as a result of an event of default; or

the cancellation or suspension of any financial indebtedness in respect of the Consultant in each case which the Client reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of the Consultant in accordance with this contract;

then, immediately upon notification of the Financial Distress Event (or if the Client becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Consultant), the Consultant shall have the obligations and the Client shall have the rights and remedies as set out in paragraphs 3.2 – 3.6.

3.2. The Consultant:

3.2.1 at the request of the Client meets the Client as soon as reasonably practicable (and in any event within three working days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Client may permit and notify to the Consultant in writing) to review the effect of the Financial Distress Event on its continued performance in accordance with this contract; and

3.2.2. where the Client reasonably believes (taking into account any discussions and representations under paragraph 3.2.1) that the Financial Distress Event could impact on the Consultant's continued performance in accordance with this Contract:

submits to the Client for approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within 14 days from the initial notification (or awareness) of the Financial Distress Event or such other period as the Client may permit and notify to the Consultant in writing); and

provides such financial information relating to the Consultant as the Client may reasonably requires.

3.3. The Client does not withhold approval of a draft Financial Distress Service Continuity Plan unreasonably. If the Client does not approve the draft Financial Distress Service Continuity Plan, the Client informs the Consultant of the reasons and the Consultant takes those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which the Consultant resubmits to the Client within seven days of the rejection of the first or subsequent (as the case may be) drafts. This process is repeated until the Financial Distress Service Continuity Plan is approved by the Client or referred to the dispute resolution procedure.

3.4. If the Client considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, the Client may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the dispute resolution procedure.

3.5. Following approval of the Financial Distress Service Continuity Plan by the Client, the Consultant:

reviews on a regular basis (which shall not be less than monthly) the Financial Distress Service Continuity Plan and assesses whether it remains adequate and up to date to ensure the continued performance in accordance with this Contract;

where the Financial Distress Service Continuity Plan is not adequate or up to date in, submits an updated Financial Distress Service Continuity Plan to the Client for approval, and the provisions of shall apply to the review and approval process for the updated Financial Distress Service Continuity Plan; and

complies with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

3.6. Where the Consultant reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, the Consultant notifies the Client and subject to the agreement of the Client, the Consultant is relieved of its obligations under paragraph 3.

4. Termination rights

4.1. The Client may terminate the Consultant's obligation to perform the Services if

the Consultant fails to notify the Client of a Financial Distress Event in accordance with paragraph 2.2;

the Client fails to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with paragraph 3; and/or

the Consultant fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with paragraph 3.

5. Primacy of credit ratings

5.1. Without prejudice to the Consultant's obligations and the Client's rights and remedies under paragraph 3, if, following the occurrence of a Financial Distress Event pursuant to paragraph 2 to the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

the Consultant is relieved automatically of its obligations under paragraph 3; and

the Client is not entitled to require the Consultant to provide financial information in accordance with paragraph 2.3.

Annex F

UK GDPR

This Annex F will only be completed and have effect if the Client instructs the Consultant to process Personal Data under the terms of this Contract.

In this Annex unless the context otherwise requires, defined terms shall, save where they are defined below, have the meanings ascribed to them in this Contract:

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer:	take the meaning given in the UK GDPR;
Data Protection Impact Assessment:	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
Data Protection Legislation:	(i) the UK GDPR and any applicable national implementing laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable law about the processing of personal data and privacy;
Data Loss Event:	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
Data Subject Request:	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
Joint Controllers:	where two or more Controllers jointly determine the purposes and means of processing;
Law:	any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Consultant is bound to comply;
Processor Personnel:	means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Contract;
Protective Measures:	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;
Sub-Processor:	any third party appointed to process Personal Data on behalf of that Processor related to this Contract.

1. DATA PROTECTION

- a. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Consultant is the Processor unless otherwise specified in the Schedule to this Annex. The only processing that the Processor is authorised to do is listed in the Schedule to this Annex by the Controller and may not be determined by the Processor.
- b. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- c. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the services and Works;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- d. The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- (a) process that Personal Data only in accordance with the Schedule to this Annex, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that:
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular the Schedule to this Annex);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this paragraph;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-Processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (d) not transfer Personal Data outside of the United Kingdom unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;

- (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Consultant's employment under this Contract unless the Processor is required by Law to retain the Personal Data.
- e. Subject to paragraph 1f, the Processor shall notify the Controller immediately if it:
 - (a) receives a Data Subject Request (or purported Data Subject Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- f. The Processor's obligation to notify under paragraph 1e shall include the provision of further information to the Controller in phases, as details become available.
- g. Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 1e (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
 - (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- h. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

- (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- i. The Processor shall allow for audits of its data processing activity by the Controller or the Controller's designated auditor.
- j. Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- k. Before allowing any Sub-Processor to process any Personal Data related to this Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Sub-Processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-Processor which give effect to the terms set out in this paragraph 1k such that they apply to the Sub-Processor; and
 - (d) provide the Controller with such information regarding the Sub-Processor as the Controller may reasonably require.
- l. The Processor shall remain fully liable for all acts or omissions of any of its Sub-Processors.
- m. The Controller may, at any time on not less than 30 Business Days' notice, revise this paragraph by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- n. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Business Days' notice to the Processor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- o. Where the Parties include two or more Joint Controllers as identified in the Schedule in accordance with UK GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in the Schedule in replacement of paragraphs 1a – 1n for the Personal Data under joint control.

Schedule: Schedule of Processing, Personal Data and Data Subjects¹

The Parties do not anticipate that this Contract will involve any processing of Personal Data by the Consultant on behalf of the Client, and the Consultant is not authorised by the Client to process Personal Data under the terms of this Contract. The remainder of this Schedule will only be completed and have effect if the Client instructs the Consultant to process Personal Data under the terms of this Contract.

This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: [REDACTED] [REDACTED] – [REDACTED]
2. The contact details of the Processor's Data Protection Officer are: [REDACTED]

¹ This schedule will only need to be completed if the Client authorises the Contractor to process personal data.

3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Consultant is the Processor in accordance with paragraph 1.
Subject matter of the processing	[This should be a high level, short description of what the processing is about i.e. its subject matter of the contract. Example: The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to members of the public.]
Duration of the processing	[Clearly set out the duration of the processing including dates]
Nature and purposes of the processing	[Please be as specific as possible, but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]
Type of Personal Data being processed	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	[Describe how long the data will be retained for, how it be returned or destroyed]

Annex G

Security Provisions

1. Definitions

- 1.1. In this Schedule, the following words shall have the following meanings and they shall supplement the other definitions in the Contract:

<p>"BPSS" "Baseline Personnel Security Standard"</p>	<p>the Government's HMG Baseline Personal Security Standard. Further information can be found at: https://www.gov.uk/government/publications/government-baseline-personnel-security-standard</p>
<p>"CCSC" "Certified Cyber Security Consultancy"</p>	<p>is the National Cyber Security Centre's (NCSC) approach to assessing the services provided by consultancies and confirming that they meet NCSC's standards. See website: https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy</p>
<p>"Buyer"</p>	<p>the Client</p>
<p>"CCP" "Certified Professional"</p>	<p>is a NCSC scheme in consultation with government, industry, and academia to address the growing need for specialists in the cyber security profession. See website: https://www.ncsc.gov.uk/information/about-certified-professional-scheme</p>
<p>"Cyber Essentials" "Cyber Essentials Plus"</p>	<p>Cyber Essentials is the government backed industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme. There are a number of certification bodies that can be approached for further advice on the scheme, the link below points to these providers: https://www.cyberessentials.ncsc.gov.uk/getting-certified/#what-is-an-accreditation-body</p>

<p>“Data” “Data Controller” “Data Protection Officer” “Data Processor” “Personal Data” “Personal Data requiring Sensitive Processing” “Data Subject”, “Process” and “Processing”</p>	<p>shall have the meanings given to those terms by the Data Protection Legislation</p>
<p>“Buyer’s Data” “Buyer’s Information”</p>	<p>is any data or information owned or retained to meet departmental business objectives and tasks, including: (a) any data, text, drawings, diagrams, images, or sounds (together with any repository or database made up of any of these components) which are embodied in any electronic, magnetic, optical, or tangible media, and which are: (i) supplied to the Supplier by or on behalf of the Buyer; or (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Buyer is the Data Controller;</p>
<p>“Departmental Security Requirements”</p>	<p>the Buyer’s security policy or any standards, procedures, process, or specification for security that the Supplier is required to deliver.</p>
<p>“Digital Marketplace / G-Cloud”</p>	<p>the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects.</p>
<p>“End User Devices”</p>	<p>the personal computer or consumer devices that store or process information.</p>
<p>“Good Industry Standard” “Industry Good Standard”</p>	<p>the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight, and timeliness as would be expected from a leading company within the relevant industry or business sector.</p>
<p>“GSC” “GSCP”</p>	<p>the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/government-security-classifications</p>

"HMG"	Her Majesty's Government
"ICT"	Information and Communications Technology (ICT) and is used as an extended synonym for information technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution
"ISO/IEC 27001" "ISO 27001"	is the International Standard for Information Security Management Systems Requirements
"ISO/IEC 27002" "ISO 27002"	is the International Standard describing the Code of Practice for Information Security Controls.
"ISO 22301"	is the International Standard describing for Business Continuity
"IT Security Health Check (ITSHC)" "IT Health Check (ITHC)" "Penetration Testing"	an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on that ICT system.
"Need-to-Know"	the Need-to-Know principle employed within HMG to limit the distribution of classified information to those people with a clear 'need to know' in order to carry out their duties.
"NCSC"	the National Cyber Security Centre (NCSC) is the UK government's National Technical Authority for Information Assurance. The NCSC website is https://www.ncsc.gov.uk
"OFFICIAL" "OFFICIAL-SENSITIVE"	the term 'OFFICIAL' is used to describe the baseline level of 'security classification' described within the Government Security Classification Policy (GSCP). the term 'OFFICIAL-SENSITIVE' is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen, or published in the media, as described in the GSCP.
"RBAC" "Role Based Access Control"	Role Based Access Control, a method of restricting a person's or process' access to information depending on the role or functions assigned to them.
"Storage Area Network" "SAN"	an information storage system typically presenting block-based storage (i.e., disks or virtual disks) over a network interface rather than using physically connected storage.

<p>"Secure Sanitisation"</p>	<p>the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level.</p> <p>NCSC Guidance can be found at: https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media</p> <p>The disposal of physical documents and hardcopy materials advice can be found at: https://www.cpni.gov.uk/secure-destruction-0</p>
<p>"Security and Information Risk Advisor" "CCP SIRA" "SIRA"</p>	<p>the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also: https://www.ncsc.gov.uk/articles/about-certified-professional-scheme</p>
<p>"Senior Information Risk Owner" "SIRO"</p>	<p>the Senior Information Risk Owner (SIRO) responsible on behalf of the DfE Accounting Officer for overseeing the management of information risk across the organisation. This includes its executive agencies, arm's length bodies (ALBs), non-departmental public bodies (NDPBs) and devolved information held by third parties.</p>
<p>"SPF" "HMG Security Policy Framework"</p>	<p>the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government's Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently, and securely. https://www.gov.uk/government/publications/security-policy-framework</p>
<p>"Supplier"</p>	<p>the Consultant</p>
<p>"Supplier Staff"</p>	<p>all directors, officers, employees, agents, consultants, and contractors of the Supplier and/or of any sub-consultant engaged in the performance of the Supplier's obligations under the Contract.</p>

Operative Provisions

- 1.1. The Supplier shall be aware of and comply with the relevant HMG security policy framework, NCSC guidelines and where applicable these Departmental Security Requirements which include but are not constrained to the following paragraphs.
- 1.2. Where the Supplier will provide products or Services or otherwise handle information at OFFICIAL for the Buyer, the requirements of Procurement Policy Note: Updates to the Cyber Essentials Scheme (PDF) - Action Note 09/23 dated September 2023, or any

subsequent updated document, are mandated, namely that contractors supplying products or services to HMG shall have achieved and will retain Cyber Essentials certification at the appropriate level for the duration of the contract. The certification scope shall be relevant to the Services supplied to, or on behalf of, the Buyer.

- 1.3. Where paragraph 1.2 above has not been met, the Supplier shall have achieved, and be able to maintain, independent certification to ISO/IEC 27001 (Information Security Management Systems Requirements). The ISO/IEC 27001 certification must have a scope relevant to the Services supplied to, or on behalf of, the Buyer. The scope of certification and the statement of applicability must be acceptable, following review, to the Buyer, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
- 1.4. The Supplier shall follow the UK Government Security Classification Policy (GSCP) in respect of any Buyer's Data being handled in the course of providing the Services and will handle all data in accordance with its security classification. (In the event where the Supplier has an existing Protective Marking Scheme then the Supplier may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Buyer's Data).
- 1.5. Buyer's Data being handled while providing an ICT solution or service must be separated from all other data on the Supplier's or sub-consultant's own IT equipment to protect the Buyer's Data and enable the data to be identified and securely deleted when required in line with paragraph 1.14. For information stored digitally, this must be at a minimum logically separated. Physical information (e.g., paper) must be physically separated.
- 1.6. The Supplier shall have in place and maintain physical security to premises and sensitive areas used in relation to the delivery of the products or Services, and that store or process Buyer's Data, in line with ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g., door access), CCTV, alarm systems, etc.
 - 1.6.1. Where remote working is allowed, the Supplier shall have an appropriate remote working policy in place for any Supplier staff that will have access to the Buyer's data and/or systems.
- 1.7. The Supplier shall have in place, implement, and maintain an appropriate user access control policy for all ICT systems to ensure only authorised personnel have access to Buyer's Data. This policy should include appropriate segregation of duties and if applicable role-based access controls (RBAC). User credentials that give access to Buyer's Data or systems shall be considered to be sensitive data and must be protected accordingly.
- 1.8. The Supplier shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Buyer's Data, including but not limited to:
 - 1.8.1. physical security controls;
 - 1.8.2. good industry standard policies and processes;
 - 1.8.3. malware protection;
 - 1.8.4. boundary access controls including firewalls, application gateways, etc;
 - 1.8.5. maintenance and use of fully supported software packages in accordance with vendor recommendations;

- 1.8.6. use of secure device configuration and builds;
- 1.8.7. software updates and patching regimes including malware signatures, for operating systems, network devices, applications and services;
- 1.8.8. user identity and access controls, including the use of multi-factor authentication for sensitive data and privileged account accesses;
- 1.8.9. any services provided to the Buyer must capture audit logs for security events in an electronic format at the application, service and system level to meet the Buyer's logging and auditing requirements, plus logs shall be:
 - 1.8.9.1. retained and protected from tampering for a minimum period of six months;
 - 1.8.9.2. made available to the Buyer on request.
- 1.9. The Supplier shall ensure that any Buyer's Data (including email) transmitted over any public network (including the Internet, mobile networks, or unprotected enterprise network) or to a mobile device shall be encrypted when transmitted.
- 1.10. The Supplier shall ensure that any Buyer's Data which resides on a mobile, removable, or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Buyer except where the Buyer has given its prior written consent to an alternative arrangement.
- 1.11. The Supplier shall ensure that any device which is used to process Buyer's Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security> and <https://www.ncsc.gov.uk/collection/end-user-device-security/eud-overview/eud-security-principles>.
- 1.12. Whilst in the Supplier's care all removable media and hardcopy paper documents containing Buyer's Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.

The term 'lock and key' is defined as: "securing information in a lockable desk drawer, cupboard or filing cabinet which is under the user's sole control and to which they hold the keys".
- 1.13. When necessary to hand carry removable media and/or hardcopy paper documents containing Buyer's Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This paragraph shall apply equally regardless of whether the material is being carried inside or outside of company premises.

The term 'under cover' means that the information is carried within an opaque folder or envelope within official premises and buildings and within a closed briefcase or other similar bag or container when outside official premises or buildings.
- 1.14. In the event of termination of Contract due to expiry, as a result of an Insolvency Event or for breach by the Supplier, all information assets provided, created or resulting from

provision of the Services shall not be considered as the Supplier's assets and must be returned to the Buyer and written assurance obtained from an appropriate officer of the Supplier that these assets regardless of location and format have been fully sanitised throughout the Supplier's organisation in line with paragraph 1.15.

- 1.15. In the event of termination, equipment failure or obsolescence, all Buyer's Data and Buyer's Information, in either hardcopy or electronic format, that is physically held or logically stored by the Supplier must be accounted for and either physically returned or securely sanitised or destroyed in accordance with the current HMG policy using an NCSC-approved product or method.

Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as data stored in a cloud system, Storage Area Network (SAN) or on shared backup tapes, then the Supplier shall protect (and ensure that any sub-consultant protects) the Buyer's Information and Buyer's Data until such time, which may be long after termination or expiry of the Contract, when it can be securely cleansed or destroyed.

Evidence of secure destruction will be required in all cases.

- 1.16. Access by Supplier Staff to Buyer's Data, including user credentials, shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Buyer. All Supplier Staff must complete this process before access to Buyer's Data is permitted. Any Supplier Staff who will be in contact with children or vulnerable adults must, in addition to any security clearance, have successfully undergone an Enhanced DBS (Disclosure and Barring Service) check prior to any contact.
- 1.17. All Supplier Staff who handle Buyer's Data shall have annual awareness training in protecting information.
- 1.18. Notwithstanding any other provisions as to business continuity and disaster recovery in the Contract, the Supplier shall, as a minimum, have in place robust business continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the Contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency, or crisis to the Services delivered. If an ISO 22301 certificate is not available, the supplier will provide evidence of the effectiveness of their ISO 22301 conformant business continuity arrangements and processes including IT disaster recovery plans and procedures. This must include evidence that the Supplier has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.
- 1.19. Any suspected or actual breach of the confidentiality, integrity, or availability of Buyer's Data, including user credentials, used or handled while providing the Services shall be recorded as a Security Incident. This includes any non-compliance with the Departmental Security Requirements and these provisions, or other security standards pertaining to the solution.

Security Incidents shall be reported to the Buyer immediately, wherever practical, even if unconfirmed or when full details are not known, but always within 24 hours of discovery and followed up in writing. If Security Incident reporting has been delayed by more than 24 hours, the Supplier should provide an explanation about the delay. Regular updates on the Security Incident shall be provided to the Buyer in writing until the incident is resolved.

Security Incidents shall be reported through the Buyer's nominated system or service owner.

Security Incidents shall be investigated by the Supplier with outcomes being notified to the Buyer.

- 1.20. The Supplier shall ensure that any Supplier ICT systems and hosting environments that are used to handle, store or process Buyer's Data, including Supplier ICT connected to Supplier ICT systems used to handle, store or process Buyer's Data, shall be subject to independent IT Health Checks (ITHC) using an NCSC CHECK Scheme ITHC provider before go-live and periodically (at least annually) thereafter. On request by the Buyer, the findings of the ITHC relevant to the Services being provided are to be shared with the Buyer in full without modification or redaction and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required, to be determined by the Buyer upon review of the ITHC findings.
- 1.21. The Supplier or sub-consultants providing the Services will provide the Buyer with full details of any actual or future intent to develop, manage, support, process, or store Buyer's Data outside of the UK mainland. The Supplier or subconsultant shall not go ahead with any such proposal without the prior written agreement from the Buyer.
- 1.22. The Buyer reserves the right to audit the Supplier or subconsultants providing the Services annually, within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the Services being supplied and the Supplier's, and any subconsultants', compliance with the paragraphs contained in this Annex.
- 1.23. The Supplier and subconsultants shall undergo appropriate security assurance activities and shall provide appropriate evidence including the production of the necessary security documentation as determined by the Buyer through the life of the contract. This will include obtaining any necessary professional security resources required to support the Supplier's and subconsultant's security assurance activities such as: a Security and Information Risk Advisor (SIRA) certified to NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Cyber Professional (CCP) schemes.
- 1.24. Where the Supplier is delivering an ICT solution to the Buyer they shall design and deliver solutions and services that are compliant with the HMG Security Policy Framework in conjunction with current NCSC Information Assurance Guidance and Buyer's Policy. The Supplier will provide the Buyer with evidence of compliance for the solutions and services to be delivered. The Buyer's expectation is that the Supplier shall provide written evidence of:
 - 1.24.1. implementation of the foundational set of cyber defence safeguards from the Center for Internet Security Critical Security Controls (CIS CSC v8).
 - 1.24.2. any existing security assurance for the Services to be delivered, such as: ISO/IEC 27001 / 27002 or an equivalent industry level certification issued by an organisation accredited by the United Kingdom Accreditation Service.
 - 1.24.3. any existing HMG security accreditations or assurance that are still valid including: details of the awarding body; the scope of the accreditation; any caveats or restrictions to the accreditation; the date awarded, plus a copy of the residual risk statement.

1.24.4. documented progress in achieving any security assurance or accreditation activities including whether documentation has been produced and submitted. The Supplier shall provide details of who the awarding body or organisation will be, and date expected.

1.24.5. compliance with the principles of Secure by Design as described at Secure by Design Principles - UK Government Security.

Additional information and evidence to that listed above may be required to ensure compliance with DfE security requirements as part of the DfE security assurance process. Where a request for evidence or information is made by the Buyer, the Supplier will acknowledge the request within 5 working days and either provide the information within that timeframe, or, if that is not possible, provide a date when the information will be provided to the Buyer. In any case, the Supplier must respond to information requests from the Buyer needed to support the security assurance process promptly and without undue delay.

1.25. The Supplier shall contractually enforce all these Departmental Security Requirements onto any third-party suppliers, subconsultants or partners who will have access to the Buyer's Data in the course of providing the Services, before access to the data is provided or permitted.

1.26. The Supplier shall comply with the NCSC's social media guidance: how to use social media safely for any web and social media-based communications. In addition, any Communications Plan deliverable must include a risk assessment relating to the use of web and social media channels for the programme, including controls and mitigations to be applied and how the NCSC social media guidance will be complied with. The Supplier shall implement the necessary controls and mitigations within the plan and regularly review and update the risk assessment throughout the contract period. The Buyer shall have the right to review the risks within the plan and approve the controls and mitigations to be implemented, including requiring the Supplier to implement any additional reasonable controls to ensure risks are managed within the Buyer's risk appetite.

1.27. Any Supplier ICT system used to handle, store, or process the Buyer's Data, including any Supplier ICT systems connected to systems that handle, store, or process the Buyer's Data, must have in place protective monitoring at a level that is commensurate with the security risks posed to those systems and the data held. The Supplier shall provide evidence to the Buyer upon request of the protective monitoring arrangements in place needed to assess compliance with this requirement.

1.28. Where the Supplier is using Artificial Intelligence (AI) and/or Machine Learning (ML) in the delivery of their service to the Buyer, this shall comply with the NCSC's principles for the security of machine learning.

Annex H
Client's Brief



Department
for Education

Schools Water Strategy - Technical Advisory Support and Flood Risk Assessment Services

Client Brief

October 2025

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Schools Water Strategy - Technical Advisory Support and Flood Risk Assessment Services Specification

June 2025

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1. Introduction

The Department for Education (DfE) is responsible for children's services and education, including early years, schools, higher and further education policy, apprenticeships and wider skills in England. We work to provide children's services, education and skills training that ensures opportunity is equal for all, no matter background, family circumstances, or need.

A core service the DfE delivers is the Risk Protection Arrangement (RPA), which is an alternative to commercial insurance. The RPA runs several invest to save programmes including Schools Water Strategy (SWS) and Crime, Fire and Health and Safety.

The DfE's multi award winning Schools Water Strategy team deliver an invest to save strategy which aims to reduce the flood risk profile of education establishments across the school estate and reduce the amount and need of public funding currently required for recovery of schools after flood events. Mitigating the effects of climate change.

2. Background to the Requirement

The main aim of the SWS is mitigating the risks to the department from flooding in terms of cost, adaptation, condition and climate change. We know that nearly half of schools (10,710) are at risk of flooding, which is expected to increase to at least 13,662 by the 2050s, or 16,394 in the worst-case scenario¹. This is a growing risk due to climate change and the RPA has already spent over c [REDACTED] on water related claims since its inception in 2014. The DfE carries the risk that if there is a catastrophic flooding event the likes of 2007 or 2015 the department would incur significant costs as well as the impact on education and wellbeing.

As part of the departments Sustainability and Climate Change Strategy the DfE is intending to publish Climate Risk Assessments that make schools aware of their climate risks, flooding being one of those risks and schools will want to know what they can do about this.

How this links to PM/SoS priorities and the DfE Priority Outcomes

- Directly supports the Opportunity Mission - Breaking down the barriers to Opportunity
- Indirectly supports Kickstart Economic Growth
- Indirectly supports GB Clean Energy Mission

For full mission detail, please see <https://www.gov.uk/missions>.

This work also links to the DfE's legislative objectives.

¹ [Sustainability and climate change strategy - GOV.UK](#)

The SWS is currently made up of four workstreams which seek to address different types and levels of flooding:

- The Environment Agency (EA) Partnership - DfE investment in Environment Agency flood schemes, predominantly tackling fluvial flood risk (Rivers and Seas).
- Sustainable Drainage Systems (SuDS) in Schools – DfE grants match funding private water companies, schools and lead local flood authorities to deliver green infrastructure through SuDS tackling pluvial flood risk (Surface Water).
- Property Flood Resilience (PFR) - DfE working directly with RPA schools Proactively and Reactively (via RPA claims) tackling both pluvial (Surface Water) and fluvial flood risk (Rivers and Seas risk).
- Education and awareness – education is embedded as part of the SuDS and EA partnership workstreams.

SWS have had approval for a new SWS strategy to develop a service offer for the sector on Flood Resilience which mitigates the risks to the department from a cost (RPA) and adaptation/ condition perspective. Which includes:

- Scale up of current SWS strategy (Direct delivery/ working with partners)
- Establishing routes to market to deliver flood resilience
- Creation of Flood resilience guidance

3. Description of Requirement

The SWS team are developing the current workstreams to enable a scale up of delivery and create efficiencies, as well as developing the flood resilience service as a whole for schools. The SWS team require technical advisory services to:

- Support the development of this scale up and develop the future strategy, as there is currently no internal flood technical specialist resource within the department,
- Develop guidance for the sector on Property Flood Resilience (grey, green and blue mitigations) to enable self-delivery for the sector
- A main element of this will be supporting the procurement of a new Regional Property Flood Resilience (PFR) service (design and construction)
- Conduct Flood Risk Assessments (FRA's) in a number of schools across England
- Provide technical assurance at key points of the property flood resilience service (design stage and after construction)
- As well as providing Managing Agent Services to support the delivery of the PFR programme from pre-FRA stage to construction handover and completion

The technical 'person specification' regarding the team required to deliver these requirements is as follows:

- We are looking for motivated, driven, and conscientious water professionals to advise on specific projects, who have the sustainability knowledge and experience to improve the quality of the environment for schools and the school grounds.
- We are looking for a team with experience of delivering against the broad range of water focussed sustainable design measures to support the development of new standards for educational buildings and grounds for the mitigation of flood risk, improve the school environment and improve water use efficiency. The successful provider will be key to the delivery of the DfE's Schools Water Strategy mitigating the risk of flooding and the DfE Sustainability and Climate Change vision, which is "to provide quality places and spaces to help settings deliver an excellent education for all children and young people".
- As a Flood and Water Technical Advisory team you will be the departments experts in your respective field of sustainability in Green Infrastructure for flood and water management in reducing flood risk at school sites including grey, green and blue measures.
- You will work with a core team of project management experts and alongside experts in the wider department to contribute towards the development of standards/ guidance.
- You will be asked to advise on flood mapping to improve understanding and provide technical and design support for the SWS team, possibly the DfE Education Estates programmes and technical team to achieve healthy and productive educational settings, designed to be safe, secure and long lasting whilst ensuring value for money outcomes.
- As the experts in your field, you will play a vital role in delivering against the government's commitment to climate change. You will give relevant advice and guidance using your expertise and contribute to programme delivery, specification updates, research, business of state function and reporting to internal stakeholders.

Key Requirements:

- A relevant construction related or relevant professional or technical qualification to degree or post graduate level (e.g. Building Surveying, Architecture, Engineering, Construction, Hydrology, Chartered Institution of Water & Environmental Management (CIWEM) etc.).
- 7 to 10 years' experience in the field of flood mitigation and experience and knowledge on the application of sustainability and climate change considerations for the construction of buildings and sites.

- Knowledge of sustainable design principles, environmental and construction strategies that deliver healthy environments and the link between indoor and outdoor environments.
- Ability to engage with people at all levels on technical standards as well as design quality, with effective and informed communication within the context of the mechanisms used in central government.
- Experience of delivering design quality, with an understanding of the broad range of criteria, including design standards, associated with the delivery of water related construction programmes (the wide range of SUDS, Property flood Resilience, green roofs).
- Expert understanding and skills in using flood data to provide clarity and evidence to support complex decision making that leads to pragmatic solutions.
- Excellent communication and engagement skills and the ability to interpret data and provide/present visual and written reports.
- A strong knowledge of likely climate change impacts and mitigation and/or adaptation approaches
- An extensive network in sustainability and climate change (for example linked into the Environment Agency, Water Companies and other Risk Management Authorities)
- Expertise in policy / process development including co-ordination of delivery across cross disciplinary teams.
- Knowledge of CIRIA code of practice and Civil Engineering Specification for the Water Industry

4. Scope

Please see Document 4 DfE SWS Technical Advisory Support and Flood Risk Assessment Services - Master Programme for full requirements.

Regional Property Flood resilience service procurement

To support the development of the new Regional Property Flood resilience service flood technical specialisms are needed. The proposal for the PFR service is to set up regional contracts where property flood resilience measures will be delivered for a number of schools in that region via the regional contractor, including:

- Aggregation of currently individually delivered school projects into c.5 regional lots, with c.10 schools completed per region per annum.
- Each regional contractor will work with the managing agent (being procured via this contract) to project manage and report into DfE for all schools in their region.

A Market engagement event for the PFR regional contracts was held in December 2024, The SWS requires support from flood technical specialists for the PFR Regional procurement in terms of developing the tender package, product specifications, evaluating the regional tender responses, supporting contract finalisation for each region and delivery of the contracts.

Flood Risk Assessments and Assurance

The SWS requires Flood Risk Assessments to be completed in a number of schools in each region that will then be passed onto the regional contractor to enable design and installation/ construction of the flood mitigation measures.

Providing Flood Risk Assessment services will entail visiting the school sites and producing Flood Risk Assessment reports for specified schools (See Document 3 DfE SWS Technical Advisory Support and Flood Risk Assessment Services: Flood Risk Assessment Specification). The TA will be expected to support with the development of the FRA requirements and the policy processes. As a minimum the FRA will include the below details (please see Document 4 DfE SWS Technical Advisory Support and Flood Risk Assessment Services - Master Programme for full list):

- A summary of the flood risk at the site
- A summary of the flood history of the site
- A summary of potential solutions including the below categories:
 - Property Level Protection measures (Flood Doors, Flood Barriers)
 - Site-wide Defence measures (Flood walls)
 - Internal Resilience Measures (Raising floors, raising flood sockets, changing flooring, wall treatments)
 - Flood preparedness measures (Flood planning measures, flood warning systems)
 - SuDS Measures (Planters, rain gardens)
 - Any other measures or considerations
- A full loss analysis for the school buildings including the below elements
 - Expected Annual Damage
 - Expected Annual Damage including a Climate Change uplift of 55%
 - Probable Maximum Loss figures
- Solution/ design /Optioneering recommendations with estimated costs
- TA recommendation of whether this school should go forward to optioneering.

As part of this process SWS will also require technical assurance of the initial and detailed designs during optioneering (created by the the third party contractor) as well as the completed construction to ensure they meet the designs and are fit for purpose, this

will include (please see Document 4 DfE SWS Technical Advisory Support and Flood Risk Assessment Services - Master Programme for full list):

- Providing post optioneering design approval assuring that the proposed flood solutions meet the SWS scope e.g. at least 1:100 year event protection, as well as mitigating the risks identified by the FRA. Including reviewing, benchmarking and challenging Value for Money (where appropriate) provided in the Optioneering designs.
- Providing post Installation approval assuring the flood solutions have been installed correctly, deliver against the design requirements and will provide the proposed flood protection. This may include site visits depending on the type of assurance required.

This will entail stakeholder/ project level discussions with the relevant parties to discuss and agree designs, completion and handover as well as potential site visits at post construction stage if required.

Managing Agent for Regional Property Flood resilience service

As this will be a programme of works the SWS team require elements of a managing agent service to support the SWS DfE project managers to ensure the join up of the stages (analysis, FRA, Design and optioneering then construction to handover), supporting the delivery of the large PFR programme of works across all regions in England. Technical Managing agent services to include (please see Document 4 DfE SWS Technical Advisory Support and Flood Risk Assessment Services - Master Programme for full list):

- Provide technical input for water resilience activity to support commercial installations of SUDs, PFR or flood mitigation and protection, for school sites.
- Support in analysing flood data to enable batching and prioritising of projects to take forward for the programme
- Advise the DfE if any additional services are needed pre design stage or other and support in acquiring those services such as surveys, planning etc that may be required
- Co-ordinating with the prime contractor and other stakeholders to ensure delivery to time, cost and quality throughout the project life cycle
- Supporting join up, co-ordination and delivery of the full programme of works from FRA to design and construction including reviewing and production of MI and stakeholder management with contractors and schools across all regions
- Escalate any risks or issues with timescales, budget and delivery
- Ensure that invoices are valid and provide any requests for clarification or challenges directly to the Contractor
- Comply with all relevant legislation and good practise including in relation to health and safety and CDM Regulation.

Sector Guidance

The SWS require support with the development of guidance so that schools may self-deliver PFR in collaboration with the DfE's technical team. This will include actively engaging with technical and non-technical colleagues across DfE and government departments and built environment professional bodies to develop and transfer technical and design quality knowledge and school building standards across programmes, and share lessons learned.

TA services for current delivery strands

The SWS team also require support with reviewing and assuring the currently delivery strands such as (please see Document 4 DfE SWS Technical Advisory Support and Flood Risk Assessment Services - Master Programme for full list):

- Reviewing SuDS designs
- A review of current processes from a technical perspective
- Technical costing
- Provide knowledge capacity building, including – training and communicating with project teams, technical advisors and contractors on meeting technical water standards for educational buildings and grounds.
- Training and upskilling of the team
- Provide advice and support to DfE teams on flood related queries, for example flood map understanding.
- Complex projects flood support, for example relocations and input into solutions to schools such as school rebuilding programme.

Excluded:

- Actual Flood risk analysis will be conducted by DfE
- Decisions on which schools to take forward at each stage will be conducted by DfE
- Welcome pack and various project stage letters to be drafted by the DfE
- DfE will instruct the contractors on which projects to begin optioneering and design (a call will take place with the TA/ FRA team, managing agent and 3rd party prime contractor to hand over from DfE)
- Development and issue of MOU between the school and DfE
- Contract managing the 3rd party prime contractor for the regional contracts
- Gaining approval for budgets and progression to construction
- Tendering of designs and construction, as will be procured in the above mentioned 3rd party prime contractor 'PFR Regional procurement'
- All payments and management of payments to be made by the DfE in accordance with the contracts

Optional services that may be instructed as variations

- Development of recoverability plans, providing technical advice on flood plans
- Provide technical input to the procurement of a flood warning service
- Additional tools, services guidance for schools

5. Outputs/deliverables (services)

For full list of output requirements, please refer to Document 4 DfE SWS Technical Advisory Support and Flood Risk Assessment Services: Master Programme, a high-level overview of the outputs expected are:

- Providing technical advice to finalise the Property Flood Resilience (PFR) regional provider service scope
- Preparation of the specified technical elements of the PFR regional Provider Tender Documents
- Technical Evaluation and supporting clarifications of a technical nature for the PFR regional Provider Tender.
- Support contract finalisation from a technical perspective for the PFR regional Provider Tender
- Delivery of the below specified number of Flood Risk Assessments per annum. Each assessment must be carried out by visiting each school site and liaising with the designated school representative to discuss their concerns and any past flooding history along with a desktop analysis of what is required (see spec).
 - Batch 1 circa 75 by 01.07.26
 - Batch 2 circa 75 by 01.07.27
- To review and assure the 3rd party Optioneering designs & costs, giving assurance the proposed solutions meet the scope to mitigate the flooding risk to a minimum of 1 in 100 year event, in a cost-effective way based on the FRA.
- During the completion stage of each project, visit a % of school sites and complete desktop reviews on the remainder to review & assess the installed solutions and provide assurance that the solutions meets the scope to mitigate the flooding risk to a minimum of 1 in 100 year event
- Support with the ranking and prioritisation of the methodology for which schools require a FRA based on Flood Data
- Creation of guidance documents for the Schools to enable Self Service delivery
- Supporting the creation of specified Technical costing documents
- Providing input from a technical perspective into a process review and lessons learnt exercise for the Sustainable Drainage Systems (SuDS) grant scheme and the level of protection
- Site visits to the larger SuDS projects to assess the installed solutions, to ensure the works have been delivered as specified
- Supporting the PFR project team in answering technical queries

- Act as managing agent to ensure the join up of the stages (Analysis, FRA, Design and optioneering then construction to handover) and support the delivery of the large PFR programme of works across all regions in England. See scope and task list.
- Production of programme level MI to be reviewed by the DfE monthly and weekly contract meetings to discuss delivery, budget, risks and issues.

6. Detailed requirements (goods e.g. number required, size, standard etc.)

Please refer to Document 4 DfE SWS Technical Advisory Support and Flood Risk Assessment Services: Master Programme for the full list of tasks, outputs and any specific timeframes for delivery.

7. Working arrangements

It is expected that the successful bidder will work closely with the DfE Schools Water Strategy team throughout delivery of the services, as well as with other DfE departments for specific requirements (the SWS team will facilitate this) e.g. the DfE Technical team for the creation and approval of the Output Specifications task. Details of this will be discussed and finalised in the initial mobilisation meetings with the SWS team, general expectations are that there will be:

- A dedicated account manager/point of contact provided by each party, the preferred tenderer must provide the details of this person to the DfE upon contract award
- Dedicated weekly 1 hour Programme update meetings with each parties account managers and anyone/ other relevant persons depending on the tasks being discussed at that time (the DfE will set these up once a schedule has been agreed)
 - Programme update reporting expectations: Programme update MI (e.g. reporting on KPI's) to be produced weekly, 2 days before the meeting, to be discussed as part of the weekly call. The weekly call will include progress on overall programme including individual projects (time, cost, quality), budget, key risks and issues, actions and decisions.
- Dedicated monthly 1.5 hour Contract Management meetings with each parties account managers and anyone/ other relevant persons depending on the tasks being discussed at that time (the DfE will set these up once a schedule has been agreed). The monthly call will be to discuss the contract deliverables and overall programme delivery. On weeks where there is a monthly CM meeting, there will not be a 1 hour weekly meeting.
 - Contract Management reporting expectations: Contract Management MI (e.g. reporting on KPI's) to be produced monthly, 3 days before the

meeting, to be discussed as part of the monthly call. The monthly call will include progress on overall programme including individual projects (time, cost, quality), budget, key risks and issues, actions and decisions, as well as updates on KPI's and overview of previous month.

- Use of an online shared folder system (the DfE will set this up and provide access)
- Some working with other DfE departments as mentioned e.g. the DfE Technical team
- DfE technical standards must be adhered to throughout delivery of all requirements

Reporting expectations (see above):

- Weekly Programme update, this should be provided to the DfE in the format previously agreed between both parties. This may include monitoring and measuring performance (but not limited to):
 - Project Milestones
 - Finances (Budgets/Forecast/Actuals)
 - Project Risks
 - Issues Log
 - Actions Log
 - Dashboard Summary highlighting key areas for discussion
- Monthly Contact Management report, this should be provided to the DfE in the format previously agreed between both parties. This may include monitoring and measuring performance (but not limited to):
 - KPI's
 - Project Milestones
 - Finances (Budgets/Forecast/Actuals)
 - Project Risks
 - Issues Log
 - Actions Log
 - Dashboard Summary highlighting key areas for discussion
- The Contract Management report should be maintained by the TA
- In the event of any forecasted or actual failure against KPI's, the Department Contract Manager must be informed immediately, and be provided with information regarding what action is to be taken to ensure the requirements of the contract are still delivered. It is expected that the failure, subsequent discussion and any agreed actions will be documented by the supplier within 2 working days and any actions agreed reported upon to the Department Contract Manager at the frequency agreed.
- The Department reserves the right to request further data should it be deemed relevant and reasonable.

Please note: Where subcontracting or managing of other contractors is involved within the requirements of the contract, the management information and reporting

provided should reflect the whole supply chain and/or performance of other suppliers managed via this contract. It is expected that the Contract Management processes laid out in this document e.g. Contract Management reporting and review meetings, should be reflected by the lead contractor/supplier contract manager throughout their supply chain/with the other contractors they manage.

8. Contract period

The core requirements of the contract are anticipated to be complete by 31.03.28. There may be the option to extend the requirements and duration (through the method of variation to the JCT), it is anticipated, depending on the additional requirements selected, that the variation period may be up to 2 years. The optional variations will be subject to departmental governance and budget approvals.

Due to the necessity for separation of duties within contracts, the winning tenderer will not be able to submit a tender for the delivery of the upcoming Regional Property Flood Resilience service invitation to tender which is expected to be advertised in Autumn 2025.

9. Any service levels/key performance indicators

Please refer to Document 5 DfE SWS Technical Advisory Support and Flood Risk Assessment Services KPI's for the full list of KPI's to be included within the JCT contract.

10. GDPR considerations

The Schools Water Strategy has been assessed as a whole and does not present any high-risk processing of personal or special category data.

The DfE will remain the Data Controller for any data that is processed, such as school contact email addresses. A data privacy notice may be required, the DfE will work with the successful bidder to facilitate this.

11. Exit strategy for end of contract

Discussions as to whether to instruct variations to the core requirements of the contract, which may increase the time for delivery, will be communicated and agreed within sufficient time of the core requirement delivery coming to an end. If the contract isn't varied, then the service will terminate then.

An exit plan, including things such as transfer of an documentation/data/information created as a part of the contract will be agreed within the first 3 months of the contract commencement.



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Schools Water Strategy - Technical Advisory Support and Flood Risk Assessment Services

Master Programme

Overarching task	Individual items	Description	Output/deliverable	Suggested Start date	Deadline for completion or time period available where set dates aren't finalised *TA to advise if this isn't feasible.
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Tasks to be included in the core requirements

<p>Property Flood Resilience (PFR) strategy development and regional provider service scope</p>	<p>PFR strategy development and regional delivery provider scope of works</p>	<p>Support the development of what the PFR service should look like in preparation for the upcoming PFR regional provider procurement. This may include, but is not limited to (the TA(s) will be expected to suggest areas to review as a part of formulating the PFR regional provider scope):</p> <ul style="list-style-type: none"> - Identifying different levels of intervention – flood kits, full PFR etc - Reviewing designing and optioneering stages - Reviewing types of measures to be installed - Advising on construction/installation guidelines, industry standards and building regs - Advising around assurance measures to be incorporated 	<p>Review and provide commentary on SWS strategy document and Ops Manuals, drafting specific section on Level of protection and provide appropriate level of protection with justification.</p> <p>PFR regional delivery provider strategy/scope of works</p> <p>Length of document must be suitable to cover all requirements in the description</p>	<p>Contract Start</p>	<p>01/11/2025</p>
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		<ul style="list-style-type: none"> - Review of quality e.g. are we implementing the right products (design/ optioneering) - Advice and guidance on the what the minimum requirements should be for the design of flood mitigation solution as a whole e.g. what level of protection we should be designing to as standard - Throughout the contract, take the opportunity to explore new solutions and innovations in development with the Client and Contractors to deliver long term solutions to PFR. 			
<p>PFR regional Provider Technical Tender Documents</p>	<p>Contractor Specification</p>	<p>Creation of a specification for the role of the Regional PFR provider in preparation for the upcoming PFR regional provider procurement - to be included as a part of the tender documentation. This may include, but is not limited to (the TA(s) will be expected to advise the final details):</p> <ul style="list-style-type: none"> - Requirements of the role in detail: Project management, Optioneering, Installation etc - Advise on any specialist services that need to be engaged e.g. consultants - Working with appointed Flood Risk Assessment and Quality Assurance contractor. - Applicable qualifications, standards, regulations etc. - Working within a school environment <p>The specification must align with DfE and government construction and technical</p>	<p>Specification Document (Word/PDF)</p> <p>Length of document must be suitable to cover all requirements of specification</p>	<p>Contract Start</p>	<p>01/11/25</p>

	standards, example generic documents may be provided by the Department.		
Master Programme	Support the creation of a high level suggested 'programme of works' for the PFR projects across 5 years (detailed individual programmes of work will be submitted by bidders).	Programme of works plan (Excel, project or similar application document)	Contract Start
RIBA 2 information	Supporting collation of and advise on any technical information needed for the tender relating to known school sites and in general. This may include, but is not limited to (the TA(s) will be expected to advise the final list of documents needed for inclusion): <ul style="list-style-type: none"> - Surveys - FRA - Employers Requirements - Information management - Building safety act, principal designer 	Word/PDF document (s) Length and volume of documents will depend upon TA advice of which documents are needed.	Contract Start
Output Specification	Creation of output specifications for the solutions installed, working with DfE technical standards team to ensure alignment with DfE standards and gain approval of output specifications created. Discussions with the DfE technical team	20 Output Specification Documents (PDF)	Contract Start

		and amendments, based upon DfE feedback, may be needed. The DfE will provide a list of the solutions to create the output specs for.			
	Technical KPI's	Support the drafting of Technical KPI's for inclusion in the tender and ultimately regional contracts. - KPI's must be SMART: Specific, Measurable, Achievable, Relevant and Timebound. - KPI's must align with the department and government standards for KPI's including the Government Construction Metrics.	Review and input into KPI Document (Excel or Word) c.2/3 pages	Contract Start	
PFR regional Provider Tender live/Evaluation of Tenders. *Nb Examples of systems used are Jaggaer and Award.	Evaluation of technical element	Act as evaluation panel member, specifically focusing on the technical elements of the criteria/questions asked. Number of bidders is currently unknown, but the tender is planned to be split into 5 regional lots (1 lot per region, resulting in 5 regional contracts). DfE standards on evaluation will need to be adhered including taking of adequate notes to justify scores given and attendance at a moderation meeting. (To note, as there are 5 regional lots, there will be responses for 5 lots to evaluate.)	Completion of evaluation scoring template for specified question(s) and supplementary notes to be provided to justify scores given. Notes are expected to be robust enough to stand up to scrutiny if scoring challenged. (This will need completing for each of the 5 lots planned)	Planned for Mar 2026	1 month
	Support on technical clarifications from bidders	Support DfE team to draft responses to any clarifications that are submitted by suppliers re the tender, that are technical in nature.	Review or provide responses to technical clarifications within master clarification document (Excel spreadsheet).	Planned for Feb 2026	Up to 1 Month
	Issue/clarify technical elements	Identify technical clarifications needed when evaluating bids and draft clarifications to be sent by the DfE to	A list of technical clarifications to be provided for all valid bids received, list to be detailed within the master	Planned for Mar 2026	Up to 1 Month

	queried by DfE	relevant bidders. Review responses from bidders to technical clarifications and include within evaluation where appropriate.	clarification document (Excel spreadsheet) ready for DfE to issue to bidders.		
	Moderation input	Attend Moderation to feed back on technical element and scores provided for each lot and creation of 'Tender recommendation report' for each lot/regional contract to be awarded (5 regions/lots planned).	Attendance and input into moderation meeting (up to 5 meetings if 1 is required per lot and roughly up to 2/3 hours per meeting pending number of bids).	Planned for Mar 2026	1/2 day
PFR regional Provider Contract Preparation	Contract drafting support	Supporting legal professionals to draft any technical elements of JCT contract, proposal to utilise a measured term JCT contract and legal professionals will be appointed to complete these. Including completion of 'Gaps List' and support all of the way through to contract signature. This will be for each contract per regional provider. (To note, as there are 5 regional lots planned, this will be for 5 contracts total).	Review and input into correspondence around any technical elements and potential meeting(s) with legal team drafting JCT. (5 regional contracts planned)	Planned for April 2026	Up to 1 Month
	Contract finalisation support	Support legal professional to respond to any technical questions that come in from preferred bidders for contracts. (To note, as there are 4 regional lots, this will be for 4 contracts total).	Review and input into correspondence around any technical elements and potential meeting(s) with legal team drafting JCT. (5 regional contracts planned)	Planned for Jun/Jul 2026	Up to 1 Month

<p>Flood Risk Assessments and assurance</p>	<p>Flood Risk Assessment</p>	<p>Visit school sites and produce Flood Risk Assessment reports for specified schools (min 75 per annum), a flood risk assessment example specification will be provided as a reference with the tender documents. The TA will be expected to support with the developing of the FRA requirements and the policy processes. As a minimum the FRA will include the below details:</p> <ul style="list-style-type: none"> • A summary of the flood risk at the site • A summary of the flood history of the site • A summary of potential solutions including the below categories: <ul style="list-style-type: none"> o Property Level Protection measures (Flood Doors, Flood Barriers) o Site-wide Defence measures (Flood walls) o Internal Resilience Measures (Raising floors, raising flood sockets, changing flooring, wall treatments) o Flood preparedness measures (Flood planning measures, flood warning systems) o SuDS Measures (Planters, rain gardens) o Any other measures or considerations • A full loss analysis for the School buildings including the below elements <ul style="list-style-type: none"> o Expected Annual Damage o Expected Annual Damage including a Climate Change uplift of 55% o Probable Maximum Loss figures - Solution/ design /Optioneering recommendations with estimated costs •TA recommendation of whether this school should go forward to optioneering. 	<p>75 planned proactive FRA's to be produced between 01st January 2026 and 1st July 2026. Additional c.10 reactive FRA's throughout FY25/26.</p> <p>Then the 2nd batch of 75 planned proactive FRA's to be fully completed between 01st January 2027 and 1st Jul 2027. Additional c.10 reactive FRA's throughout FY26/27.</p> <p>Additional batches of 75 planned and c.10 reactive FRA's per annum to be included as a variation to the original requirements as needed, rate card to be provided for these.</p> <p>Call off rate card also to be provided for ad hoc FRA's in addition to the above.</p>	<p>Jan-26</p>	<p>Jul-27</p>
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Schools may be national and the list of schools to target will be provided by the DfE upon award.

The DfE will make initial contact with the school to advise an FRA is needed, it will then be the responsibility of the TA to contact the school and arrange the visit at a time to suit the school, liaising with the school throughout the FRA process where needed.

FRA's should be shared with the DfE in batches as they are completed (preferably around 10 FRA's batched at a time).

As per KPI 9, 20% of Flood Risk Assessments and assurance should be completed by an SME

	<p>Design assurance</p>	<p>Post completion of the FRA stage, projects then progress to Optioneering designs which are completed by a third party contractor. The TA will be expected to review and assure these designs to assess if they would mitigate the risks identified by the FRA, to a minimum of a 1 in 100 year event and meet the scope of the Schools Water Strategy. As well as reviewing, benchmarking and challenging Value for Money (where appropriate) provided in the Optioneering designs. This may include taking part in key Project level discussions (these may include the school and the third party contractor) to help ensure the best solutions are identified.</p>	<p>Review all designs completed by third party and provide individual assurance reports to confirm they mitigate the risks or recommended amendments.</p> <p>100% design assurance is required. Based upon completion of batches of 85 FRA's (75 proactive and 10 reactive as specified above), this may mean c85 designs to assure pa, noting that not all FRA's will progress to design assurance or assurance in the same annum.</p>	<p>Jul-26</p>	<p>Mar-28</p>
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	<p>Installation Assurance</p>	<p>Post optioneering design approval, the projects then progress through construction, once installation has been completed the TA will be expected to conduct site visits to review and assure the finished installed solutions to ensure they deliver against the design requirements. This may include taking part in key Project level discussions to ensure that the installed solutions meet the design requirements. Liaising with the third party contractor and school to formally sign off Completion.</p>	<p>On site or desktop inspection of installed solution, with an individual report provided to the DfE confirming if the solution delivers against the design requirements or recommended amendments.</p> <p>70% on site installation assurance and 30% desktop assurance is required (parameters for which projects are suitable for desktop assurance and which require on site visits will be confirmed with DfE). Based upon completion of batches of 85 FRA's (75 proactive and 10 reactive as specified above), this would mean c60 designs to assure via onsite installation and c25 desktop reviews pa, noting that not all FRA's will progress to installation assurance or require assurance in the same year that the FRA is completed.</p> <p>The installation assurance requirement for the first batch of 85 FRA's will fall into the core contract requirements, as installation will likely take place in Summer 2027. However the 2nd batch of 85 FRA's installation will likely take place in Summer 2028 and the installation assurance will be included as a variation subject to internal approvals.</p>	<p>Sep-26</p>	<p>Mar-28</p>
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<p>Managing Agent Duties</p>	<p>Programme Management</p>	<p>Support the DfE with the management and co-ordination of the PFR Programme of works across all regions.</p> <p>Co-ordination and management of timeline, quality, budget and programme MI from all regional contractors.</p> <ul style="list-style-type: none"> - Support with the batching of the schools chosen to receive an FRA - Review programme and work sequencing. Ensure that the Contractor(s) plans are reasonable. - On behalf of DfE review product lead time, liaise with School and Contractor(s) to arrange suitable programme and dates. - Advise the DfE if any additional surveys are needed e.g. at pre-design stage. - Collate and produce MI Data for the DfE to enable the review and monitoring of progress of any Works within the programme across all regional contractors (from FRA to completion) - Monitor and report to the DfE on the cost, timing and progress of any Works. Analyse and provide advice to the DfE on any extensions of time or increase of Contractor's costs. - Support the DfE to monitor the performance of the Contractor to ensure that the Contractor acts in accordance with the terms of the contract from a technical perspective. In the case of persistent breach of contract or failure to meet deadlines set, provide technical advice and support. 	<p>Supporting, through acting as the managing agent, the DfE to deliver the PFR Programme from Pre- FRA stage to completion. Acting as DfE representative as agreed by DfE throughout the lifecycle of the projects. Weekly virtual (periodic in person meetings may be arranged as agreed by both parties) update meetings to discuss the delivery of the programme of works across all regions via the collation and review of MI from the third party contractors by the managing agent.</p> <p>Production of MI to discuss with DfE to review and enable monitoring of the programme.</p> <p>Ensure that the PFR programme of works is providing quality, delivering on time and within budget escalating any risks or issues.</p> <p>DfE require a minimum of 50 projects (10 per region) to be installed and completed each financial year. There may be c75 projects to be managed each round throughout the PFR lifecycle (FRA to completion/ handover) with likely crossover from financial years, so there are likely to be fluctuations in project volumes within the year at different stages.</p>	<p>Contract Start</p>	<p>Mar-28</p>
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- During the design and installation period the Managing Agent will act on behalf of the DfE to provide DfE's Representative service (to note key decision making will stay with DfE). Review progress: Quality, time and cost implications and negotiate issues on behalf of the Client. Report back to the DfE suitable progress reports as required by the DfE and in a format to be agreed.
- Ensure that invoices are valid and provide any requests for clarification or challenges directly to the Contractor.
- Comply with all relevant legislation and good practise including in relation to health and safety and CDM Regulation.
- The Managing Agent carries out the services with all reasonable skill, care and diligence of a suitably experienced Project Manager.
- Align and follow RIBA construction stages where appropriate
- Follow escalation process to escalate any issues with timescales, budget, delivery, schools dissatisfaction etc from the MI received to the DfE as specified.

	<p>Stakeholder Management/ Comms</p>	<p>To support the stakeholder management/ comms of the DfE PFR Programme throughout the lifecycle of the projects.</p> <ul style="list-style-type: none"> - Liaise with the schools from initial FRA stage to delivery, completion and handover. Where needed, negotiate on behalf of the DfE with each of the schools the agreed measures and costs, including the schools contributions where necessary. - Liaise with the Regional Contractors from FRA stage to delivery completion and handover to ensure delivery of the PFR programme. - Provide technical support and management of any technical queries that come through from schools/ contractors on various topics including but not limited to the MOU with schools. - Provide informal dispute resolution between schools and contractor, escalating to DfE where necessary. - Organise and input into a meeting with person(s) who have completed the FRA, DfE and third party installation contractor to agree the initial design. - Organise and input into meetings with school and 3rd party installation contractor to agree initial and final designs with school. - Ensure final design is completed and all parties have approved the final design before going to pre-construction. - Instruct third party installation contractor to move to pre-construction stages, once 	<p>Support and manage, through acting as the managing agent, the delivery of the PFR programme at each stage communicating with the DfE, schools and third parties to enable the delivery of the programme.</p> <p>DfE require a minimum of 50 projects (10 per region) to be installed and completed each financial year. There may be c75 projects to be managed each round throughout the PFR lifecycle (FRA to completion/ handover) with likely crossover from financial years, so there are likely to be fluctuations in project volumes within the year at different stages.</p>	<p>Jan-26</p>	<p>Mar-28</p>
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		<p>approval has been given by the DfE.</p> <ul style="list-style-type: none">- Ensure the projects are completed and all necessary manuals and documentations are provided to the school and any formal training has been delivered and understood by the school- Conduct site visits at every school to ensure that appropriate defects and snagging is completed with the third party installation contractor(s), list, detail and task elements of work that require attention. Liaise with School to agree snagging list and explain the correction process. Maintain communications with School during correction period.- Co- ordinate feedback and evaluation from schools where projects are complete based on DfE evaluation methods (DfE have drafted evaluation materials ready)- Handle all data, including personal data, in accordance with the current data protection act legislation.		
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	Analysis Support	Support with the ranking and prioritisation of the methodology for which schools require a FRA based on Flood Data. To aid in a better understanding of the risk to education by reviewing the current assumptions in the DfE's own 'Flood cost benefit model' and providing the department with a better understanding the new EA flood risk data and how this links into the DfE model.	Review the DfE's analysis of the latest EA flood risk data alongside the DfE 'Flood cost benefit model'/assumptions and provide commentary/input for any amendments or improvements. Review and provide commentary on DfE's ranking, prioritisation and batching of schools to receive FRA's. (EA data is available at https://www.gov.uk/guidance/updates-to-national-flood-and-coastal-erosion-risk-information#new-national-flood-risk-assessment-nafra and the flood cost benefit model is an internal spreadsheet, please note the DfE will have already analysed and interpreted the Flood Risk Data)	Contract Start	Dec-25
Technical Costing	Benchmarking	Review and input into DfE benchmarking across all PFR and Sustainable Drainage System (SuDS) measures.	Review and input into benchmarking documents (Excel spreadsheet) 1 x document	Contract Start	Oct-25
	Should Cost Modelling	Review and input into DfE Should Cost Modelling for PFR and SuDS measures.	Updated Should Cost Models for PFR and SuDS (Excel spreadsheet) 1 x document	Contract Start	
Sustainable Drainage Systems (SuDS) delivery	Review SuDS design submitted by grant recipient	A review of the more complex final designs (DfE categories C to E) submitted as part of KPI checks by the SuDS grant recipients. Providing advice on if these are optimal and will provide the level of protection specified. This will be an estimate of 9 designs per annum, but is to be priced as a 'call off' fee, rather than fixed price for 9, to	Review and provide commentary on designs that need improvement, or approval to proceed with designs if no amendments needed to meet the level of protection specified. 9 Designs per annum up until 31.03.28, 36 designs total (1st year to count from	Contract Start	Mar-28

		accommodate fluctuations in volume to be reviewed.	contract commencement date to 31.03.26).		
Process review/lessons learnt	SuDS application Criteria	Review application criteria document and provide feedback to the DfE team re improvements. Attend lessons learnt session(s) to provide further detail around suggested improvements and discuss lessons learnt from a technical perspective. (Nb DfE project manager will collate and update the final criteria document)	Review and input into SuDS application criteria for FY26/27 application round (Word document) c.15 pages and attendance at up to 3 lessons learnt sessions for 1/2 hours each.	Jan-26	Apr-26
Schools Self Service	Guidance for schools	Working with SWS project team to create guidance that can be distributed to schools across the education estate around the PFR process, to enable them to self deliver PFR solutions, including things such as: - 'How to do PFR': Covering the end to end process from FRA's to QA of works on completion, including industry standards - Utilise specifications for solutions created for PFR procurement - Working with Commercial DfE team to include advice around routes to market and costing of solutions and works - How to deal with a flood before and when it happens (recoverability/ emergency planning/ awareness)	Review and input into guidance framework/document that can be published to all schools (digital, final format tbc), this will be drafted in conjunction with DfE. Document max 100 pages	Start date to be agreed preferred tenderer	TA to advise

Upskilling of the team	Provide training session(s) for the SWS team	Run training and upskilling sessions with the SWS team to increase the teams knowledge of flooding and flood mitigation, covering areas such as: - SuDS - PFR Solutions - Understanding levels of protection	Preparation and delivery of up to 5 individual 1 hour training sessions (spread across the time take to deliver the core requirements) to the SWS team. (PowerPoint presentation or similar preferred media).	Start date to be agreed preferred tenderer	Mar-28
Recoverability plans	Develop recoverability plans, support with flood plans	Developing guidance to plan for a flood and manage the 'aftermath' of flooding, including but not limited to: - Drafting of recoverability advice for the RPA and 'building back better' relating to flooding incidents. - Creating recoverability plans for schools - Guidance around how to reopen as quickly as possible after a flood	Creation of a recoverability guidance (Word document). Creation of a recoverability plan (Word document).	Start date to be agreed preferred tenderer	Mar-28

Tasks that may be included as variations to the contract

Procurement of flood warning service	Procurement of flood warning service	Assist with the procurement of a flood warning service that can be rolled out in the first instance to RPA members then possibly the whole sector (c22,000 Schools in England). Covering all types of flooding the Schools may face. Covering technical support across: - ITT document drafting including specification - Supporting technical clarifications - Evaluation and moderation of technical elements - Supporting technical elements in contract finalisation	All of the tasks and outputs specified for the PFR Regional provider procurement, but relating to the procurement of a flood warning system.		
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Additional tools, services guidance for schools	Additional tools, services guidance for schools	Developing of the SWS the service offer for schools and RPA members beyond the SWS current offering, including but not limited to: - Researching and providing information and advice to the DfE around new and innovative flood solutions, mitigations, technologies, improvements, areas of interest etc. - Supporting the development/delivery of the above by the DFE/schools themselves. - Supporting developing routes to market to deliver the above.	Output to be agreed at point of inclusion in variation		
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Schools Water Strategy - Technical Advisory Support and Flood Risk Assessment Services

Key Performance Indicators (KPIs)

KPI Ref	KPI Type	KPI	SWS TA Master Programme reference	Measurement	KPI due by
1	Delivery of products (e.g. research, reports) (time and quality).	Completion of PFR regional Provider Technical Tender Documents	2	Receipt and approval by DfE of all documents/outputs specified in column Output/deliverables for task 2 of Document 4 Master Programme.	26.01.2026**
2	Delivery of products (e.g. research, reports) (time and quality).	PFR regional Provider Tender Evaluation and input to Moderation Complete	3	Receipt and approval by DfE of all documents/outputs specified in column Output/deliverables for task 3 of Document 4 Master Programme.	01.04.2026*
3	Delivery of products (e.g. research, reports) (time and/or quality).	Development of self-service flood resilience project guidance for schools	10	Receipt and approval by DfE of final guidance ready to be published on GOV.UK	31.03.2027*

4	Availability of resource.	Responding to DfE within 24hrs of DfE initiating query/contact	N/A - across delivery of all requirements	All queries acknowledged and/or responded to within 24hrs (within working week) and further timeframe for full response agreed with DfE where appropriate e.g. for complex queries	Annually
5	Delivery of products (e.g. research, reports) (time and quality).	Completion of Flood Risk Assessments	5	75 Flood Risk Assessments (reports) created and approved by the DfE per annum by 01st July Annually (2026 and 2027)	01st July Annually (2026 and 2027)**
6	Delivery of products (e.g. research, reports) (time and quality).	Completed assurance of PFR designs	5	Assurance of designs completed for all FRA's that have progressed through to optioneering and have completed a design in that Financial Year.	Annually (31st March each year)**
7	Delivery of products (e.g. research, reports) (time and quality).	Completed assurance of all installed construction projects	5	On site or desktop assurance (as individually agreed with the DfE) of installed PFR measures completed for all FRA's that have progressed through to and completed installation in that Financial Year.	Annually (31st March each year)**

8	Delivery of products (e.g. research, reports) (time and quality).	Availability of Project and Programme Management Information	6	All reporting required via this contract (as specified in Document 2 Specification as well as Document 4 Master Programme) to be submitted within the minimum timeframes (min 2 days prior for weekly Programme Updates and min 3 days prior for Monthly Contract Management Meetings).	Monthly
9	Supply Chain.	Completion of 20% of Flood Risk Assessments and assurance by an SME	5	20% of subcontracts for Flood Risk Assessments and subsequent design/installation assurances to be awarded to organisations defined as 'SME's'.	6 monthly from commencement of contract
10	Social Value	Number of apprenticeship opportunities (Level 2, 3, 4+) created or retained under the contract	N/A	7 apprenticeship opportunities (Level 2, 3, 4+) retained under the contract	Quarterly

11	Social Value	Number of training opportunities (Level 2, 3, and 4+) retained under the contract, other than apprentices	N/A	2 training opportunities (Level 2, 3, and 4+) retained under the contract, other than apprentices	Quarterly
12	IR35 Evidence	Submission of stated acceptable evidence in the measurement column for all contractor payments.	N/A	Submission of evidence that the fee paid to the contractor has suffered PAYE. Acceptable examples of evidence are: worker payslips, submission of payroll reports to HMRC.	6 monthly from commencement of contract (Bi-Annually)
13	Prompt Payment	Compliance with the 30-day payment terms mandated under Section 73 of the Procurement Act 2023 via spot checks.	N/A	100% compliance with the 30-day payment terms mandated under Section 73 of the Procurement Act 2023 via spot checks. Spot checks may include review of the following documents: Supplier payment ledgers showing invoice dates and payment dates. Sub-contractor agreements to verify inclusion of 30-day payment terms.	6 monthly from commencement of contract (Bi-Annually)

				Invoice registers for the last quarter. Bank remittance advice or payment confirmations. Dispute resolution logs related to payment delays. Internal payment policies and procedures. Audit trail documentation for payment approvals.	
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*This 'KPI Due By' date is to adjust in line with the delayed 1st November 2025 contract start date. Updated 'KPI Due By' dates are to be agreed between the Client & Consultant and recorded.

** This 'KPI Due By' date is a fixed delivery date and will not adjust in line with the delayed 1st November 2025 contract start date.

Schools Water Strategy - Technical Advisory Support and Flood Risk Assessment Services

Key Assumptions

Overarching task	Individual items	Description	DfE Assumptions
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Tasks to be included in the core requirements

<p>General Assumptions across the contract</p>		<p>All task related meetings below to be costed as virtual unless specified.</p> <p>It is expected an initial mobilisation meeting will be held to introduce both parties and kick off the contract as a whole, it is preferred for this to be in person, please cost for this in Manchester or Sheffield.</p> <p>The project team will include as minimum 1 FTE role dedicated to this project.</p> <p>The project team will include a % of a Director level FTE to act as overall accountability and sign off where required.</p>
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<p>Property Flood Resilience (PFR) strategy development and regional provider service scope</p>	<p>PFR strategy development and regional delivery provider scope of works</p>	<p>Support the development of what the PFR service should look like in preparation for the upcoming PFR regional provider procurement. This may include, but is not limited to (the TA(s) will be expected to suggest areas to review as a part of formulating the PFR regional provider scope):</p> <ul style="list-style-type: none"> - Identifying different levels of intervention – flood kits, full PFR etc - Reviewing designing and optioneering stages - Reviewing types of measures to be installed - Advising on construction/installation guidelines, industry standards and building regs - Advising around assurance measures to be incorporated - Review of quality e.g. are we implementing the right products (design/ optioneering) - Advice and guidance on the what the minimum requirements should be for the design of flood mitigation solution as a whole e.g. what level of protection we should be designing to as standard - Throughout the contract, take the opportunity to explore new solutions and innovations in development with the Client and Contractors to deliver long term solutions to PFR. 	<p>Initial workshop (with all technical specialists required for this task) to review Strategy/documents to date and the DfE requirements + commentary follow up meeting. Maximum virtual meeting time 3 hours.</p> <p>Time in between meetings above to provide technical review/commentary on DfE Strategy Document.</p>
			<p>Initial workshop (with all technical specialists required for this task) to review PFR Ops Manual (1 manual only) to date, focusing on the elements listed in Cell D4 of the Document 4 Master Programme + initial document draft follow up meeting + final document review meeting. Maximum virtual meeting time 4 hours.</p> <p>Time in between meetings above to draft/create initial document and then action any DfE amends (post the meetings listed above) to create final document.</p>

PFR regional Provider Technical Tender Documents	Contractor Specification	<p>Creation of a specification for the role of the Regional PFR provider in preparation for the upcoming PFR regional provider procurement - to be included as a part of the tender documentation. This may include, but is not limited to (the TA(s) will be expected to advise the final details):</p> <ul style="list-style-type: none"> - Requirements of the role in detail: Project management, Optioneering, Installation etc - Advise on any specialist services that need to be engaged e.g. consultants - Working with appointed Flood Risk Assessment and Quality Assurance contractor. - Applicable qualifications, standards, regulations etc. - Working within a school environment <p>The specification must align with DfE and government construction and technical standards, example generic documents may be provided by the Department.</p>	<p>Initial workshop (with all technical specialists required for this task) to review DfE Specification requirements + initial document draft follow up meeting + final document review meeting. Maximum virtual meeting time 4 hours.</p> <p>Time in between meetings above to draft/create initial document and then action any DfE amends (post the meetings listed above) to create final document.</p> <p>One specification document will be produced for all 5 regional contracts.</p>
	Master Programme	<p>Support the creation of a high level suggested 'programme of works' for the PFR projects across 5 years (detailed individual programmes of work will be submitted by bidders).</p>	<p>Initial workshop (with all technical specialists required for this task) to review DfE Master Programme requirements + initial document draft follow up meeting + final document review meeting. Maximum virtual meeting time 4 hours.</p> <p>Time in between meetings above to draft/create initial document and then action any DfE amends (post the meetings listed above) to create final document.</p>
	RIBA 2 information	<p>Supporting collation of and advise on any technical information needed for the tender relating to known school sites and in general. This may include, but is not limited to (the TA(s) will be expected to advise the final list of documents needed for inclusion):</p> <ul style="list-style-type: none"> - Surveys - FRA - Employers Requirements - Information management - Building safety act, principal designer 	<p>Gathering existing information available to create information pack only.</p> <p>No new information to be produced.</p> <p>List of gaps and technical information required from regional PFR bidders</p>

<p>Output Specification</p>	<p>Creation of output specifications for the solutions installed, working with DfE technical standards team to ensure alignment with DfE standards and gain approval of output specifications created. Discussions with the DfE technical team and amendments, based upon DfE feedback, may be needed. The DfE will provide a list of the solutions to create the output specs for.</p>	<p>Initial expectations meeting + workshop with DfE technical standards team to review and provide DfE feedback on Output specifications. Maximum virtual meeting time 2 hours.</p> <p>Time in between meetings above to draft/create initial documents and then action any DfE amends (post the meetings listed above or any feedback via correspondence) to create final documents.</p> <p>Output specifications will be fully created under this contract. Output specifications for PFR measures are not currently in existence at the DfE. All documentation to support the creation of Output specifications are the DfE Technical Standards stated in Document 7, mandatory question 7.</p> <p>Specifications must be school site based specific (noting this is can differ from standard Household/Commercial PFR measures).</p>
<p>Technical KPI's</p>	<p>Support the drafting of Technical KPI's for inclusion in the tender and ultimately regional contracts.</p> <ul style="list-style-type: none"> - KPI's must be SMART: Specific, Measurable, Achievable, Relevant and Timebound. - KPI's must align with the department and government standards for KPI's including the Government Construction Metrics. 	<p>Review meeting to discuss drafted KPI's/comments on KPI's. Document to be drafted/comments provided by TA. Maximum virtual meeting time 1 hour.</p> <p>Time to create initial draft and post meeting above to action any DfE amends to create final documents.</p>

<p>PFR regional Provider Tender live/Evaluation of Tenders. *Nb Examples of systems used are Jaggaer and Award.</p>	<p>Evaluation of technical element</p>	<p>Act as evaluation panel member, specifically focusing on the technical elements of the criteria/questions asked. Number of bidders is currently unknown, but the tender is planned to be split into 5 regional lots (1 lot per region, resulting in 5 regional contracts). DfE standards on evaluation will need to be adhered including taking of adequate notes to justify scores given and attendance at a moderation meeting. (To note, as there are 5 regional lots, there will be responses for 5 lots to evaluate.)</p>	<p>Assist on development of evaluation process if needed.</p> <p>As detailed in Document 2 Specification, this will be an Open Flexible Procedure under PA23 and the maximum number of bidders per each region (5) cannot be known at this stage. For the purpose of this exercise please cost based upon a maximum of 5 bidders per region.</p> <p>Thorough evaluations of bids with explanatory notes for scoring are expected, documents shared via correspondence only at this stage, feedback meetings will take place during the moderation task.</p>
	<p>Support on technical clarifications from bidders</p>	<p>Support DfE team to draft responses to any clarifications that are submitted by suppliers re the tender, that are technical in nature.</p>	<p>The number of technical clarifications cannot be fully known at this point. For the purpose of this exercise please cost based upon a maximum of 20 technical clarifications.</p>
	<p>Issue/clarify technical elements queried by DfE</p>	<p>Identify technical clarifications needed when evaluating bids and draft clarifications to be sent by the DfE to relevant bidders. Review responses from bidders to technical clarifications and include within evaluation where appropriate.</p>	<p>The number of technical clarifications cannot be fully known at this point. For the purpose of this exercise please cost based upon a maximum of 20 technical clarifications.</p>
	<p>Moderation input</p>	<p>Attend Moderation to feed back on technical element and scores provided for each lot and creation of 'Tender recommendation report' for each lot/regional contract to be awarded (5 regions/lots planned).</p>	<p>Attendance required at a moderation meeting per region (these may be combined/reduced or extended based upon the number of bids). For the purpose of this exercise please cost based upon a maximum virtual meeting time of 10 hours, based upon 2 hours per region.</p>

PFR regional Provider Contract Preparation	Contract drafting support	Supporting legal professionals to draft any technical elements of JCT contract, proposal to utilise a measured term JCT contract and legal professionals will be appointed to complete these. Including completion of 'Gaps List' and support all of the way through to contract signature. This will be for each contract per regional provider. (To note, as there are 5 regional lots planned, this will be for 5 contracts total).	Contract templates will be the same for each region. Meeting with DfE legal team to input to technical elements of contract, maximum virtual meeting time of 1 hour. Review and provide any technical input/commentary on draft contract, to be shared via correspondence with DfE legal team.
	Contract finalisation support	Support legal professional to respond to any technical questions that come in from preferred bidders for contracts. (To note, as there are 4 regional lots, this will be for 4 contracts total).	Amendments/clarifications document to be created by DfE legal team per winning bidder (5 total). TA to provide input to any technical amendments/clarifications. For the purpose of this exercise please cost based upon a maximum 20 amendments/clarifications.

<p>Flood Risk Assessments and assurance</p>	<p>Flood Risk Assessment</p>	<p>Visit school sites and produce Flood Risk Assessment reports for specified schools (min 75 per annum), a flood risk assessment example specification will be provided as a reference with the tender documents. The TA will be expected to support with the developing of the FRA requirements and the policy processes. As a minimum the FRA will include the below details:</p> <ul style="list-style-type: none"> • A summary of the flood risk at the site • A summary of the flood history of the site • A summary of potential solutions including the below categories: <ul style="list-style-type: none"> o Property Level Protection measures (Flood Doors, Flood Barriers) o Site-wide Defence measures (Flood walls) o Internal Resilience Measures (Raising floors, raising flood sockets, changing flooring, wall treatments) o Flood preparedness measures (Flood planning measures, flood warning systems) o SuDS Measures (Planters, rain gardens) o Any other measures or considerations • A full loss analysis for the School buildings including the below elements <ul style="list-style-type: none"> o Expected Annual Damage o Expected Annual Damage including a Climate Change uplift of 55% o Probable Maximum Loss figures <ul style="list-style-type: none"> - Solution/ design /Optioneering recommendations with estimated costs •TA recommendation of whether this school should go forward to optioneering. <p>Schools may be national and the list of schools to target will be provided by the DfE upon award.</p> <p>The DfE will make initial contact with the school to advise an FRA is needed, it will then be the responsibility of the TA to contact the school and arrange the visit at a time to suit the school, liaising with the school throughout the FRA process where needed.</p>	<p>One site visit per school</p> <p>If the school is split into more than one geographical location and they are greater than 1 mile apart, that will count as more than one FRA required (this is very rare as colleges are not in scope). If the school sites are all within 1 mile of each other that will count as one FRA.</p> <p>The DfE will provide the list of sites to complete FRA's at, it is the tenderers responsibility to batch these sites to enable delivery within timeframe and quoted costs.</p> <p>The number of FRA's being produced will be as detailed in the 'Flood Risk Assessments and assurance' task of Document 4 Master Programme.</p> <p>It is unlikely that the school will hold any surveys e.g. Topography, Utility survey's etc unless they have had recent construction work done. These types of surveys would usually be done at the Design and Optioneering stage, however if required at the FRA stage this would be costed as an additional survey.</p> <p>The FRA Report will meet all of the requirements set out in Document 3 Flood Risk Assessment Specification and will not be limited in length.</p> <p>The FRA Report will include high level costings for all viable solutions.</p>
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FRA's should be shared with the DfE in batches as they are completed (preferably around 10 FRA's batched at a time).

As per KPI 9, 20% of Flood Risk Assessments and assurance should be completed by an SME

<p>Design assurance</p>	<p>Post completion of the FRA stage, projects then progress to Optioneering designs which are completed by a third party contractor. The TA will be expected to review and assure these designs to assess if they would mitigate the risks identified by the FRA, to a minimum of a 1 in 100 year event and meet the scope of the Schools Water Strategy. As well as reviewing, benchmarking and challenging Value for Money (where appropriate) provided in the Optioneering designs.</p> <p>This may include taking part in key Project level discussions (these may include the school and the third party contractor) to help ensure the best solutions are identified.</p>	<p>Maximum virtual meeting time 3 hours (with all technical specialists required for this task), this includes meetings with the school and the DfE. Please note that the meetings at this stage are the same meetings listed in the Managing Agent, Stakeholder Management/ Comms task to confirm the initial and final design with the school and third party. The FRA technical lead would be expected to attend under this task and the managing agent lead under the managing agent task.</p> <p>Time in between meetings above to draft/create technical note/finalise document.</p>
<p>Installation Assurance</p>	<p>Post optioneering design approval, the projects then progress through construction, once installation has been completed the TA will be expected to conduct site visits to review and assure the finished installed solutions to ensure they deliver against the design requirements.</p> <p>This may include taking part in key Project level discussions to ensure that the installed solutions meet the design requirements. Liaising with the third party contractor and school to formally sign off Completion.</p>	<p>One on site meeting per school installation for the 70% on site inspections specified in Document 4 Master Programme.</p>

<p>Managing Agent Duties</p>	<p>Programme Management</p>	<p>Support the DfE with the management and co-ordination of the PFR Programme of works across all regions.</p> <p>Co-ordination and management of timeline, quality, budget and programme MI from all regional contractors.</p> <ul style="list-style-type: none"> - Support with the batching of the schools chosen to receive an FRA - Review programme and work sequencing. Ensure that the Contractor(s) plans are reasonable. - On behalf of DfE review product lead time, liaise with School and Contractor(s) to arrange suitable programme and dates. - Advise the DfE if any additional surveys are needed e.g. at predesign stage. - Collate and produce MI Data for the DfE to enable the review and monitoring of progress of any Works within the programme across all regional contractors (from FRA to completion) - Monitor and report to the DfE on the cost, timing and progress of any Works. Analyse and provide advice to the DfE on any extensions of time or increase of Contractor's costs. - Support the DfE to monitor the performance of the Contractor to ensure that the Contractor acts in accordance with the terms of the contract from a technical perspective. In the case of persistent breach of contract or failure to meet deadlines set, provide technical advice and support. - During the design and installation period the Managing Agent will act on behalf of the DfE to provide DfE's Representative service (to note key decision making will stay with DfE). Review progress: Quality, time and cost implications and negotiate issues on behalf of the Client. Report back to the DfE suitable progress reports as required by the DfE and in a format to be agreed. - Ensure that invoices are valid and provide any requests for clarification or challenges directly to the Contractor. - Comply with all relevant legislation and good practise including in relation to health and safety and CDM Regulation. - The Managing Agent carries out the services with all reasonable skill, care and diligence of a suitably experienced Project Manager. 	<p>Initial mobilisation meeting (with all technical specialists required for this task) to kick off the managing agent programme. Maximum 2 hours virtual meeting.</p> <p>Full project management mobilisation expected, including but not limited to creation of project documentation, project plan, risk register etc.</p> <p>As per the Working Arrangements section in Document 2 Specification, throughout this contract 1 hour weekly programme updates and 1.5 hour monthly contract management meetings are required.</p> <p>Adequate resource time and capability to be allocated to complete the Programme Management task specified in Document 4 Master Programme and related tasks in Document 2 Specification, for all schools specified across all 5 regions.</p>
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		<ul style="list-style-type: none">- Align and follow RIBA construction stages where appropriate- Follow escalation process to escalate any issues with timescales, budget, delivery, schools dissatisfaction etc from the MI received to the DfE as specified.	
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<p>Stakeholder Management/ Comms</p>	<p>To support the stakeholder management/ comms of the DfE PFR Programme throughout the lifecycle of the projects.</p> <ul style="list-style-type: none"> - Liaise with the schools from initial FRA stage to delivery, completion and handover. Where needed, negotiate on behalf of the DfE with each of the schools the agreed measures and costs, including the schools contributions where necessary. - Liaise with the Regional Contractors from FRA stage to delivery completion and handover to ensure delivery of the PFR programme. - Provide technical support and management of any technical queries that come through from schools/ contractors on various topics including but not limited to the MOU with schools. - Provide informal dispute resolution between schools and contractor, escalating to DfE where necessary. - Organise and input into a meeting with person(s) who have completed the FRA, DfE and third party installation contractor to agree the initial design. - Organise and input into meetings with school and 3rd party installation contractor to agree initial and final designs with school. - Ensure final design is completed and all parties have approved the final design before going to pre-construction. - Instruct third party installation contractor to move to pre-construction stages, once approval has been given by the DfE. - Ensure the projects are completed and all necessary manuals and documentations are provided to the school and any formal training has been delivered and understood by the school - Conduct site visits at every school to ensure that appropriate defects and snagging is completed with the third party installation contractor(s), list, detail and task elements of work that require attention. Liaise with School to agree snagging list and explain the correction process. Maintain communications with School during correction period. - Co- ordinate feedback and evaluation from schools where projects are complete based on DfE evaluation methods (DfE have drafted evaluation materials ready) 	<p>Adequate resource time and capability to be allocated to complete the Stakeholder Management/Comms tasks specified in Document 4 Master Programme and related tasks in Document 2 Specification for all schools specified across all 5 regions.</p> <p>The number of meetings required between the School and third party contractor for this stage cannot be fully known. For the purpose of this exercise please cost based upon a maximum virtual meeting time of 4 hours per school plus site visit (includes 3 stages: design/optionseering. pre-construction and construction/completion).</p> <p>Additional meetings with the third party contractors (regional providers) to manage the programme are the responsibility of the tenderer to provide adequate time and resource for, ensuring that all of the requirements of the DfE are met.</p> <p>Please note that the meetings to confirm the initial and final design with the school and third party under this task are the same as the meetings listed under the FRA, Design Assurance task. The Managing Agent lead would be expected to attend under this task and the FRA technical lead under the FRA task.</p>
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		<p>- Handle all data, including personal data, in accordance with the current data protection act legislation.</p>	
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	Analysis Support	<p>Support with the ranking and prioritisation of the methodology for which schools require a FRA based on Flood Data.</p> <p>To aid in a better understanding of the risk to education by reviewing the current assumptions in the DfE's own 'Flood cost benefit model' and providing the department with a better understanding the new EA flood risk data and how this links into the DfE model.</p>	<p>Meeting with DfE to discuss technical elements of requirement, maximum virtual meeting time of 1 hour.</p> <p>Time for review and commentary on DfE Model and Assumptions.</p>
Technical Costing	Benchmarking	Review and input into DfE benchmarking across all PFR and Sustainable Drainage System (SuDS) measures.	No meeting required, time for review and commentary only.
	Should Cost Modelling	Review and input into DfE Should Cost Modelling for PFR and SuDS measures.	<p>Meeting with DfE to discuss technical elements of requirement, maximum virtual meeting time of 1 hour.</p> <p>Time for a one off review and drafting support for the current Should Cost Model documentation, noting this is a basic template only at this stage (1 spreadsheet). Input/commentary to be provided for all SuDS and PFR measures, predicted costs, advice to be provided from TA on measures to be included.</p>
Sustainable Drainage Systems (SuDS) delivery	Review SuDS design submitted by grant recipient	<p>A review of the more complex final designs (DfE categories C to E) submitted as part of KPI checks by the SuDS grant recipients. Providing advice on if these are optimal and will provide the level of protection specified.</p> <p>This will be an estimate of 9 designs per annum, but is to be priced</p>	1 summary note for each SuDS design

		as a 'call off' fee, rather than fixed price for 9, to accommodate fluctuations in volume to be reviewed.	
Process review/lessons learnt	SuDS application Criteria	Review application criteria document and provide feedback to the DfE team re improvements. Attend lessons learnt session(s) to provide further detail around suggested improvements and discuss lessons learnt from a technical perspective. (Nb DfE project manager will collate and update the final criteria document)	Review and input into SuDS application criteria for FY26/27 application round (Word document) c.15 pages Attendance at up to 3 lessons learnt sessions for 1/2 hours each, maximum virtual meeting time of 1.5 hours.
Schools Self Service	Guidance for schools	Working with SWS project team to create guidance that can be distributed to schools across the education estate around the PFR process, to enable them to self deliver PFR solutions, including things such as: - 'How to do PFR': Covering the end to end process from FRA's to QA of works on completion, including industry standards - Utilise specifications for solutions created for PFR procurement - Working with Commercial DfE team to include advice around routes to market and costing of solutions and works - How to deal with a flood before and when it happens (recoverability/ emergency planning/ awareness)	Initial workshop (with all technical specialists required for this task) to discuss DfE requirements (DfE to lead) + 2 x follow up meeting to discuss DfE's comments on initial/secondary draft. Maximum virtual meeting time 4 hours. Time to create initial draft of documents and action amendments following any feedback from the DfE's review of the initial draft.
Upskilling of the team	Provide training session(s) for the SWS team	Run training and upskilling sessions with the SWS team to increase the teams knowledge of flooding and flood mitigation, covering areas such as: - SuDS - PFR Solutions - Understanding levels of protection	Topic/content for 5 x 1 hour training sessions to be agreed with DfE upon contract commencement, this may be via correspondence or incorporated into a contract management update. Each training session to cover a different topic with same audience. Training sessions could be virtual or face to face, for

			the purpose of this exercise please cost for face to face sessions.
Recoverability plans	Develop recoverability plans, support with flood plans	<p>Developing guidance to plan for a flood and manage the 'aftermath' of flooding, including but not limited to:</p> <ul style="list-style-type: none"> - Drafting of recoverability advice for the RPA and 'building back better' relating to flooding incidents. - Creating recoverability plans for schools - Guidance around how to reopen as quickly as possible after a flood 	<p>Initial workshop (with all technical specialists required for this task) to discuss DfE requirements (DfE to lead). Maximum virtual meeting time 1 hours.</p> <p>Time to create initial draft of documents and action amendments following any feedback from the DfE's review of the initial draft.</p>

Schools Water Strategy - Technical Advisory Support and Flood Risk Assessment Services

**SWS Approach to Supply Chain and
Social Value**

Social value criteria and social group performance indicators

The commitment the Ove Arup and Partners Ltd will make to ensure that opportunities under the contract deliver the Policy Outcome and Criteria. The social value criteria is:

- Criteria 2.3: Support educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications.
- Activities that demonstrate and describe the your existing or planned:
 - Delivery of apprenticeships, traineeships and T Level industry placement opportunities (Level 2, 3 and 4+) in relation to the contract
- You must also meet the social value KPI (refer to KPI 9 within this document) outlined in the KPI section

The percentage of sub-consultants that the Consultant should engage from SMEs

Please refer to KPI 9 within this document which states: Completion of 20% of Flood Risk Assessment and Assurance by an SME

Requirements for the employment of apprentices

Refer to social value criteria.