

**Request for Quotation**

**THE HOUSING AND ECONOMIC NEEDS Assessment for NORTH Northamptonshire**

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**Section 1: Introduction**

1. **General Requirements**
	1. North Northamptonshire Council (NNC) invites quotations for the provision of a housing and economic needs assessment.
	2. The Council’s detailed requirements are defined in Section 2: Specification.
	3. Please take care in reading this document, in particular the Specification. In the event of any questions or queries in relation to this Request for Quotation (RFQ), please contact the Officer detailed in Table B.
	4. The Council reserves the right to:
		1. carry out due diligence checks on the awarded Bidder;
		2. amend the Conditions of Contract included at Appendix 1;
		3. abandon the procurement process at any stage without any liability to the Council; and/or
		4. require the Bidder to clarify its quotation in writing and if the Bidder fails to respond satisfactorily, this may result in the Bidder being rejected from the process.
2. **Procurement Timetable**
	1. This RfQ follows a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Bidders are treated equally.
	2. The RfQ process is intended to follow the timetable set out in Table A, below.

**Table A**

| Activity | Time and Date(as applicable) |
| --- | --- |
|  | Request for Quotation Documents issued | Monday, 25 October 2021 |
|  | Deadline for Questions from Bidders | 17:00 on Monday, 1 November 2021 |
|  | Deadline to Provide Answers to Questions from Bidders | Monday, 8 November 2021 |
|  | Deadline for Submission of Bids | 12:00 noon on Monday, 29 November 2021 |
|  | Evaluation of Bids Received\* | Monday, 6 December 2021 |
|  | Contract Award\* | Monday, 13 December 2021 |
|  | Contract Start\* | Friday, 17 December 2021 |
|  | Contract End (EXCLUDING Extension Periods)\* | Thursday, 30 June 2022 |
|  | Contract End (INCLUDING Extension Periods)\* | Saturday, 31 December 2022 |

* 1. The Council reserves the right to amend this timetable, and items marked with an asterisk, i.e. \*, are provided for indicative purposes only.
1. **Clarification Questions**
	1. Any queries about this document, the procurement process, or the proposed contract itself, should be referred via simon.james@northnorthants.gov.uk
	2. to the Officer detailed in Table B, below, no later than the Deadline for Questions from Bidders date in Table A.

**Table B**

|  |  |
| --- | --- |
| Name | Simon James |
| Job Title | Policy Manager |
| E-Mail address | Simon.james@northnorthants.gov.uk |

1. **Quotation Responses**

Should you wish to take part in the selection process please complete this RfQ and return via simon.james@northnorthants.gov.uk to the Officer detailed in Table C, below, no later than the Deadline for Submission of Bids date in Table A.

**Table C**

|  |  |
| --- | --- |
| Name | Simon James |
| Job Title | Policy Manager |
| E-Mail address | Simon.james@northnorthants.gov.uk |

1. **Evaluation of Quotations**
	1. **THOSE BIDDERS WHO FAIL ANY PASS/FAIL, MANDATORY, COMPULSORY AND/OR ESSENTIAL QUESTIONS WILL be rejected from the RfQ PROCESS.**
	2. Any bids which are not compliant or not completed fully will be rejected. Based on the information provided by Bidders, each compliant RfQ Response will be evaluated based on the following criteria:

|  |
| --- |
| **Evaluation Method: Weighted combination of Quality and Price** |

**Quality Questions at ‘X’% + Pricing at ‘Y’% = 100%**

Total sum of (question score × weighting of question)

= Potential Provider Quality Score

(Potential Provider Quality Score ÷ Max Quality Score Available) × “X*”*

= Potential Provider Quality %

1. **Quality Questions (Part 3 Section B)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Bid** | **Potential Provider Quality Score** | **Max Quality Score Available** | **Score %****(If “X” = 40)** |
| Bid 1 | 50 | 100 | 20% |
| Bid 2 | 75 | 100 | 30% |
| Bid 3 | 100 | 100 | 40% |

The Quality Questions will be scored using the following scale:

|  |  |
| --- | --- |
| **Score** | **Criteria to Award Score** |
| 0 | Response does not meet requirements or no response is provided. |
| 1 | Response partially meets requirements but contains significant weaknesses, issues or omissions. |
| 2 | Response meets requirements to an acceptable standard but contains some weaknesses, issues or omissions. |
| 3 | Response meets requirements to a high standard. Robust and detailed in all respects. |
| 4 | Response exceeds expectations. Gives high confidence that all key aspects of the requirements will be achieved and may be relied upon. Offers added value and/or innovation relevant to the specification. |

1. **Pricing (Part 4)**

Pricing % will be calculated as follows:

The bid with the lowest overall price will receive a full score of Y%

The following calculation will be applied to the other bids:

Score = Y – ((( Price - Lowest Price ) / Lowest Price x 100 ) x ( Y / 100 ))

This means than any bid that is double or more the lowest compliant bid will score 0% for the pricing element.

**EXAMPLE**

|  |  |  |  |
| --- | --- | --- | --- |
| **Bid** | **Lowest Compliant Bid Price (£)** | **Potential Providers Price (£)** | **Score %** **(If “Y “= 60)** |
| Bid 1 | £40,000 | £40,000 | 60 |
| Bid 2 | £40,000 | £50,000 | 45 |
| Bid 3 | £40,000 | £60,000 | 30 |

**TOTAL SCORE EXAMPLE**

|  |  |  |  |
| --- | --- | --- | --- |
| **Bid** | **Quality Score (%)** | **Price Score (%)** | **Total (%)** |
| Bid 1 | 20 | 60 | 80 |
| Bid 2 | 30 | 45 | 75 |
| Bid 3 | 40 | 30 | 70 |

5.3 Your submission should describe how you propose to deliver the services described in the specification in section 2. Weighting and word counts are indicated where applicable in section 3, this is summarised below:

|  |  |  |
| --- | --- | --- |
| **Question** | **Requirement** | **Total Weighting** |
| 7 | Understanding the project requirement | 20% |
| 8 | Technical approach to identifying housing need | 10% |
| 9 | Technical approach to the economic needs assessment | 10% |
| 10 | Future updating or revising the data | 5% |
| 11 | Relevant experience and capability | 10% |
| 12 | Staff and resources | 5% |
| 13  | Project plan | 10% |
| **Sub-total – quality questions** | **70%** |
|  | Price | 30% |
| **Total** | **100%** |

**Section 2: Specification**

1. **Introduction and Background**
	1. The current, adopted North Northamptonshire Joint Core Strategy (JCS) includes policies to deliver 31,100 jobs (between 2011 – 2031) and a total of 35,00 new homes across North Northamptonshire with a strategic opportunity to raise this to 40,000 dwellings.
	2. The JCS was prepared by the North Northamptonshire Joint Planning Committee and was adopted in July 2016. It covers an area covered by the four former boroughs and districts of Corby, Kettering, East Northamptonshire and Wellingborough. On 1 April 2020 a new North Northamptonshire unitary council was created replacing the four districts and boroughs and the county council. Work has started on updating the JCS and this plan is currently being referred to as the North Northamptonshire Strategic Plan (NNSP). The Housing and Economic Needs Assessment (HENA) is a key piece of evidence for the preparation of this plan. The potential timetable for the preparation of the NNSP was considered by the North Northamptonshire Joint Planning Committee at its meeting on 2 March 2021. This timetable is available to view on the [website](http://www.nnjpdu.org.uk/news/update-on-the-north-northamptonshire-strategic-plan/), but may be subject to further review.
	3. The scope of the plan will focus on strategic matters which will, as a minimum, meet the requirements of the NPPF for the North Northamptonshire Council to have a plan that addresses the strategic priorities for the area. The plan will respond to the challenges and opportunities presented by the Government’s ambitious growth proposals for the Oxford-Cambridge Arc. It will inform and be influenced by the development of the Arc Spatial Framework (ASF). The statutory timetable of the Plan will be 2021 to 2041 with the spatial vision extending to 2050 to align it with the ASF. This is because those aspects of the plan which must be evidence based, such as housing and job numbers, are better suited to this shorter time horizon.
	4. The NNSP will include a housing target figure for the North Northamptonshire area. The HENA should enable this figure to be broken down into sub-areas (including Neighbourhood Plan Areas if appropriate). The outputs from the HENA including the consideration of low, medium and high growth scenarios need to be in place ahead of a proposed Options Consultation planned for Summer 2022, so that they can inform the spatial growth options to be developed and consulted upon. One scenario will be the housing requirement arising from the Government’s current standard method (see Table 2.5). This results in a requirement for 1,837 net additional dwellings per annum. The HENA should identify how the economically active population arising from this scenario compares to projections of employment growth in North Northamptonshire. It should also identify higher growth scenarios that would allow North Northamptonshire to make a greater contribution to growth in the Ox-Cam Arc. Scenarios should be linked to employment growth forecasts and should, if possible, allow North Northamptonshire to become less reliant on out commuting (see paras 8.2-8.5 of the JCS).
	5. The council therefore wishes to appoint a consultant to complete a report that assesses housing and economic need to inform the development of scenarios for North Northamptonshire, taking into account various levels of economic growth. This work should include economic modelling for North Northamptonshire for the period 2021 – 2050.
2. **Scope**
	1. The report will assess housing and employment requirements in North Northamptonshire for the period 2021 – 2050. It must be compliant with the National Planning Policy Framework (NPPF) (2021) and the Planning Practice Guidance (PPG)[[1]](#footnote-1) and provide robust evidence to enable the plan to meet the tests of soundness.
	2. Paragraph 31 of the NPPF states that local planning authorities in preparing and reviewing plans should ensure that the preparation and review of all policies should be underpinned by relevant and up-to-date evidence. In ensuring that Local Plans deliver a sufficient supply of homes strategic policy-making authorities should establish a housing requirement figure for their whole area, with paragraph 61 stating that “*To determine the minimum number of homes needed, strategic policies should be informed by a local housing need assessment, conducted using the standard method in national planning guidance – unless exceptional circumstances justify an alternative approach which also reflects current and future demographic trends and market signals. In addition to the local housing need figure, any needs that cannot be met within neighbouring areas should also be taken into account in establishing the amount of housing to be planned for*.”
	3. The PPG explains how key elements of the NPPF should be interpreted. It also assists plan-making authorities in assessing and evidencing development needs for housing (both market and affordable), by introducing a standard approach for assessing local housing need.
	4. The PPG sets out the standard methodology for the calculation of the local housing need as follows:

**Step 1 –** Setting the baseline using national household growth projections

**Step 2 –** An adjustment to take account of affordability in the area using the most recent median workplace based affordability ratios published by the Office for National Statistics at a local authority level[[2]](#footnote-2)

**Step 3 –** Capping the level of any increase which limits the increases an individual local authority can face.

* 1. The council has calculated the LHN for the area in accordance with the latest version of the methodology and this is set out below based on the previous district/borough areas.

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Baseline = annual average of 2014 based household projections for 2021-31** | **Adjustment factor based on affordability ratio 2020** | **Adjusted LHN per annum** |
| Corby  | 421.3 | 1.136 | 479 |
| East Northants  | 368.0 | 1.229 | 452 |
| Kettering  | 428.8 | 1.196 | 513 |
| Wellingborough | 279.0 | 1.218 | 340 |
| **North Northants** | **1497.1** |  | **1784** |

* 1. Planning Practice Guidance states that where plans cover more than one area, the housing need for the defined area should at least be the sum of the local housing need for each local planning authority within the area[[3]](#footnote-3).
	2. The NPPF says that the standard methodology should determine the minimum number of homes needed ‘*unless exceptional circumstances justify an alternative approach which also reflects current and future demographic trends and market signals’*. The standard methodology is not therefore currently mandatory for strategic policy making purposes, although other methods should only be used in exceptional circumstances. The PPG explains that if alternative circumstances warrant an alternative approach, authorities can expect this to be more closely scrutinised at examination. It is assumed that the standard methodology is appropriate as the minimum number of required homes for this area and should be used as the low growth scenario. If exceptional circumstances are identified to indicate that this is not the case this should be clearly evidenced and justified.
	3. The methodology also allows for Local Authorities to consider whether actual housing need is higher than the standard method indicates. The PPG states that:

*Circumstances where this might be appropriate include, but are not limited to situations where increases in housing needs are likely to exceed past trends because of:*

* *growth strategies for the area that are likely to be deliverable, for example where funding is in place to promote and facilitate additional growth (e.g. Housing Deals);*
* *strategic infrastructure improvements that are likely to drive an increase in the homes needed locally; or*
* *an authority agreeing to take on unmet need from neighbouring authorities, as set out in a statement of common ground[[4]](#footnote-4)*
	1. In 2017 the National Infrastructure Commission (NIC) prepared a report, ‘Partnering for Prosperity’ which considered the economic potential of the Cambridge – Milton Keynes – Oxford Arc. The report highlighted the importance of the Arc in relation to the concentration of research, innovation and technology firms within it.
	2. Overall, the NIC report states that for the Arc to maximise its potential, current rates of house building will need to double. In March 2019 the Government restated its commitment, alongside local partners, to long term economic and housing delivery across the Arc[[5]](#footnote-5). In February 2021 the Government published an introduction to the Arc Spatial Framework[[6]](#footnote-6) which identified amongst other priorities an aim to ensure housing needs are met in full including delivery of affordable housing. In July 2021 a consultation on creating a vision for the Arc was launched[[7]](#footnote-7).
	3. Due to its position in the Arc, North Northamptonshire is clearly in a position to consider whether an uplift from the standard methodology is justified. Therefore, a range of scenarios need to be developed to inform consultation and subsequent Plan making. In advising on these scenarios, the consultants should review the scenarios used in technical work commissioned by the NIC, and any relevant evidence base published in connection with the Arc Spatial Framework.

**Task 1: Demographic Forecasting**

* 1. The basic housing need should be assessed using the Government’s standard methodology. This currently instructs the use of the 2014-based household projections in England. A discussion should also be included about the relevance of the Government’s 2016 projections[[8]](#footnote-8) and the 2018 based projections with figures provided related to these and any further updates.
	2. The report should also consider whether there are any adjustments necessary to reflect local factors which have not been picked up in the trends used in the national projections. This was undertaken previously for North Northamptonshire as part of the JCS evidence base where local factors were identified which warranted adjustments to the distribution of OAN[[9]](#footnote-9) [[10]](#footnote-10) [[11]](#footnote-11).

**Task 2: Assessment of mix, type and tenure of housing required**

* 1. The Strategic Plan will need to ensure that the appropriate mix, size, type and tenure of housing is provided in North Northamptonshire. Using data on the size and structure of the population, and household structures the report should assess what impact this may have on the mix, size, type and tenure of housing required to 2050.
	2. The preference is for the council to be provided with housing and employment models or toolkits which can be updated at a later date if necessary. The quotation should include an explanation as to whether this is possible and any additional costs associated with this, including any training requirements for officers to enable updating
	3. The NPPF requires that the size, type and tenure of housing needed for different groups in the community should be assessed including but not limited to those who require affordable housing, families with children, older people, students, people with disabilities, service families, travellers, people who rent their homes and people wishing to commission or build their own homes. The PPG[[12]](#footnote-12) provides advice on planning for the needs of different groups and how the needs of particular groups relate to overall housing need calculated using the standard method.
	4. The PPG[[13]](#footnote-13) is explicit in that the need to provide housing for older people is critical as people are living longer lives and the proportion of older people in the population is increasing. The Guidance also states that provision of appropriate housing for people with disabilities, included specialist and supported housing, is crucial in helping them to live safe and independent lives.
	5. It is expected that the need for each of the different groups identified above, together with the full range of household types will be broken down by market and the type of affordable housing required, as well as property types and sizes. The successful consultant will be expected to liaise with relevant officers within planning, housing, health and social care departments to enable a full assessment of local need for various groups.
	6. In order to identify the level of need, an assessment should be made of the current unmet need across the area taking account of evidence from the authority’s housing register and data on homelessness, those in temporary accommodation and those in overcrowded accommodation together with any other available data sets.
	7. The assessment should also provide relevant evidence to determine whether technical standards concerning optional accessibility standards and national space standards should be applied and if so what proportion of housing should be delivered to those standards.

**Task 3: Assessment of affordable housing needs and potential uplift**

* 1. Despite being relatively affordable compared to surrounding areas, the North Northamptonshire housing market is unaffordable to many and unaffordability is increasing in some areas. An assessment is required of the amount and type of affordable housing[[14]](#footnote-14) which is needed and whether an uplift could be applied to the basic LHN in order to help address the affordable housing need. This may help inform medium and high growth scenarios above standard methodology levels.

**Economic Needs Assessment**

* 1. North Northamptonshire sits within the Oxford-Cambridge Arc which is recognised as an area of significant economic strength and opportunity by the Government[[15]](#footnote-15). In July 2019, the South East Midlands Local Economic Partnership’s (SEMLEP) published their Local Industrial Strategy which discusses the strengths of the economic area and the sectors which are expected to be the focus in the future. These include being at the forefront of the Future of mobility ‘Grand Challenge’[[16]](#footnote-16) as well as logistics, aerospace and motor sports technologies. The local and wider functional economic area is well understood, but the study should consider the functional economic area and areas of influence.

**Task 4: Jobs forecasting**

* 1. Employment modelling (covering the period 2021 – 2050) is needed to inform growth scenarios. This should include a review of authoritative forecasts including the East of England Forecasting Model (EEFM). PPG[[17]](#footnote-17) sets out how market signals can be used to forecast future need. The intention is that low, medium and high economic growth scenarios would be produced, with related housing targets for each scenario. These should reflect any differences in the type of jobs proposed, the level of migration or commuting anticipated and therefore any likely differences in the types of homes required. This work would include assessment of employment monitoring data.
	2. The growth scenarios should take account of the Arc-wide economic strategy as well as Local Industrial Strategies to determine key growth sectors for the area. A key aim should be to strengthen and diversify the local economy and improve the skills and wages of the local area to assist with local housing affordability.
	3. Consideration should be given to the likely impact from Covid-19 including any potential impact from changing working patterns including anticipated changes in home working and changes anticipated within town centres.
	4. It is expected that the NNSP will include a jobs target and targets for the amount of employment land required to deliver the jobs target. The HENA should provide robust evidence to support these targets.

**Task 5: Assessment of employment land needed**

* 1. The economic forecasts should be taken forward into a labour-demand-based assessment of employment land need for North Northamptonshire to 2050. This is likely to require calibration of a labour demand model to take account of local data on the proportions of full-time jobs, sectoral split by employment use class, employment densities, and plot ratios to identify employment land needs. The analysis should include an assessment of all the North Northamptonshire Councils’ annual monitoring data from the last few years to assess the amount of employment land lost to other uses and thus identify a replacement demand to re-provision losses. It should also take into account estimated provision for employment land in current North Northamptonshire Local Plans, in order to factor in any existing unmet need.
	2. In addition to the employment land modelling analysis, a light touch commercial property market assessment should be undertaken, primarily comprised of a desktop review of current property market literature, a review of the latest market data, and interviews with local commercial property agents, to draw more qualitative conclusions on demand by property type, size and quality.
	3. The PPG[[18]](#footnote-18) sets out the key relationships which need to be quantified to translate employment and output forecasts into land requirements. The information and assumptions used to quantify this should be clearly set out in the report.
	4. The report should set out any specialist requirements for employment space, such as laboratories for life sciences or any other innovative/green industries which might reasonably be attracted to the area, capitalising on opportunities provided by the Oxford-Cambridge Arc. Policy recommendations on how these could be supported should be provided.
	5. Logistics is a key sector in North Northamptonshire and its importance is recognised in the JCS. The report should consider the future role of the logistics sector in North Northamptonshire, including within the wider context, identifying the future need and land requirements and addressing the requirements of paragraph 31 of the PPG. This should consider the influence of the ‘Golden Triangle’ and of the Oxford-Cambridge Arc.
1. **Resources**
	1. The assessment should be aware of, and consider the relevance of, information within the following documents:
* [North Northamptonshire Joint Core Strategy 2011 – 2031](http://www.nnjpdu.org.uk/publications/adopted-north-northamptonshire-joint-core-strategy-2011-2031/) (Part1) – adopted July 2016
* [The Plan for the Borough of Wellingborough](https://wellingborough-consult.objective.co.uk/portal/wellingboroughplan/pbw_adopted?pointId=5075788) (Part 2) – adopted February 2019
* [Kettering Council’s Local Plan (Part 2)](https://northnorthants.moderngov.co.uk/ieListDocuments.aspx?CId=142&MId=339&Ver=4) – due to be adopted shortly
* [Corby Borough Council’s (Part 2) Local Plan](https://northnorthants.moderngov.co.uk/ieListDocuments.aspx?CId=151&MId=176&Ver=4) – adopted 29 Sept 2021
* [East Northamptonshire Council (Part 2) Local Plan](https://www.east-northamptonshire.gov.uk/info/200193/adopted_local_plan/65/development_plan_documents/6) - submitted
* [North Northamptonshire Gypsy and Travellers Accommodation Assessment](http://www.wellingborough.gov.uk/downloads/file/8848/north_northamptonshire_gtaa) (April 2019)
* [Study of Housing and Support Needs of Older People across Northamptonshire](http://www.wellingborough.gov.uk/downloads/file/7724/study_of_housing_and_support_needs_of_older_people_across_northamptonshire_april_2017) (April 2017)
* The Northamptonshire Housing for Older People Supply Recommendations (HOPSR) Model, March 2020 (Sheffield Hallam Model)
* [The Northamptonshire Transforming Care Accommodation Plan](https://www.northamptonshire.gov.uk/councilservices/adult-social-care/policies/Documents/Transforming%20Care%20Accommodation%20Plan.pdf)
* Northamptonshire Adult Social Care [strategies and plans](https://www.northamptonshire.gov.uk/councilservices/adult-social-care/policies/Pages/strategies.aspx)
* [Custom and Self Build Demand Assessment Framework](http://www.nnjpdu.org.uk/publications/custom-and-self-build-demand-assessment-framework-december-2018/) (December 2018)
* [North Northamptonshire Strategic Housing Market Assessment Update](http://www.nnjpdu.org.uk/publications/strategic-housing-market-assessment-update-january-2015/) (January 2015)
* [North Northamptonshire Strategic Housing Market Assessment Update](http://www.nnjpdu.org.uk/publications/strategic-housing-market-assessment-august-2012/) (August 2012)
* [Interim Statement on Housing Requirements in the North Northamptonshire Housing Market Area](http://www.nnjpu.org.uk/publications/docdetail.asp?docid=1419) (January 2014)
* [North Northamptonshire JCS – Addendum to OAN Background Paper](http://www.nnjpdu.org.uk/publications/north-northamptonshire-jcs-addendum-to-oan-background-paper-july-2015/) (July 2015)
* [North Northamptonshire Economic Prospectus](http://www.nnjpdu.org.uk/publications/north-northamptonshire-economic-prospectus/) (September 2020)
* [North Northamptonshire Investment Framework](http://www.nnjpdu.org.uk/publications/north-northamptonshire-investment-framework/) (June 2019)
* North Northamptonshire Authorities’ Monitoring Reports
* [South East Midlands Local Industrial Strategy](https://www.semlep.com/industrial-strategy/) (July 2019)
* Rural Housing Needs Surveys
* North Northamptonshire Housing Market Position Statement 2021
	1. This list is not exhaustive and other documents should be referred to in the production of the assessment and the council will advise on additional documents that it considers may be relevant. The council will also be able to provide other evidence to support the report including information derived from housing registers.
1. **Content of the report**
	1. The final report should include all of the elements outlined earlier in this brief. The report should also include an explanation of the approach used.
	2. The assessment of housing and economic needs will need to:
		1. Use the latest ONS projections and the current and revised household formation forecasts for each authority and the Government’s standard methodology, and collate these to understand basic housing needs in North Northamptonshire;
		2. Advise on whether any demographic adjustments should be considered to strengthen the evidence;
		3. Update the analysis of ‘market signals’ where new data is available, i.e. to consider changes in house prices, sales volumes, affordability ratios and housing completions;
		4. Understand affordable housing need across North Northamptonshire and use this to inform development of housing targets in medium and high growth scenarios;
		5. Provide suitable evidence to enable the NNSP to include a housing target figure for the North Northamptonshire area and justify whether this should be broken down into sub-areas to meet local need and other policy priorities.
		6. The NPPF recommends that local planning authorities should plan to provide a housing requirement figure for designated neighbourhood areas[[19]](#footnote-19). Whilst this may be ultimately a strategy/policy judgement to be made by the council, the report should explore the ability to breakdown housing need (overall market and affordable need) to neighbourhood areas. The report will need to fully explain and justify recommendations on the ability or not of the LHNA to provide a housing requirement figure for designated neighbourhood areas.
		7. Provide evidence of the need for various types of housing and the needs of different groups broken down by market and type of affordable housing required as well as property types and sizes.
		8. Produce economic forecasts to 2050 and recommended growth scenarios to inform the setting of options for housing targets. These should cover low, medium and high scenarios.
		9. Advise on the number of jobs required to meet the growth forecasts and convert this requirement into a quantitative need for employment land including the future role of the logistics sector.
	3. The report should conclude with how the housing target for the North Northamptonshire Strategic Plan might vary from the standard methodology. This may be due to factors assessed such as anticipated economic growth to improve housing affordability. The report must fully explain and justify any recommended adjustments to the overall level of housing provision. Recommended housing targets for low (LHN), medium and high growth should be included.
2. **Key Stages**
	1. The appointed consultant will be responsible for producing their own detailed programme for carrying out the work and for completion of stages by key target dates. This programme should include a detailed, step-by-step timed plan describing methodology, specific tasks, responsibilities and estimated time / resources to complete each step.
3. **Core outputs**
	1. The following should be provided as part of the commission:
		* A freestanding draft report to be produced in MS Word and PDF format
		* A freestanding final report to be produced in MS Word and PDF format including the provision of a high resolution print format. These should be in an accessible format to enable publishing on the council’s website;
		* Any additional technical work commissioned, such as economic modelling;
		* The data and spreadsheets underpinning production of the HENA; and
		* Digital material, infographics and collateral which can be used on social media and digital platforms.

The preference is for the council to be provided with housing and employment models or toolkits which can be updated at a later date if necessary. The quotation should include an explanation as to whether this is possible, and any additional costs associated with this, including any training requirements for officers to enable updating.

* 1. The North Northamptonshire Council (NNC) shall hold copyright of all presented material. The NNC shall be able to distribute the material in part or whole to any organisation or individual it determines, at no extra cost, and any proceeds of the sale will belong to the NNC.

**Section 3: Supporting Information**

1. Please complete this information.

| **General Information** |
| --- |
| **Question 1:** | **Scoring Methodology:** | Question Answered? Yes/No |
| 1.1. (a) | Full name of the potential Bidder completing Information | Click to enter text. |
| 1.1. (b) | Registered office address | Click to enter text. |
| 1.1. (c) (i) | Trading Status | Choose an item. |
| 1.1. (c) (ii) | \*If you selected ‘**Other\***’, please specify | Click to enter text. |
| 1.1. (d) (i) | Company registration number | Click to enter text. |
| 1.1. (d) (ii) | Charity registration number | Click to enter text. |
| 1.1. (e) | Are you a Small, Medium or Micro Enterprise (SME)? | Choose an item. |

**Please Note:** To avoid any unnecessary duplication for the Bidder, by signing the Declaration at Question 2, you are also signing to confirm the following, as included in this RfQ Response, and all associated subsections therein contained:

1. Section 5: Freedom of Information; and
2. Section 6: Declaration.

| **Contact Details and Declaration** |
| --- |
| **Question 2:** | **Scoring Methodology:** | Question Answered? Yes/No |
| *Bidder contact details for enquiries about this RfQ Response* |
| 2.1. (a) | Contact name | Click to enter text. |
| 2.1. (b) | Name of organisation | Click to enter text. |
| 2.1. (c) | Role in organisation | Click to enter text. |
| 2.1. (d) | Phone number | Click to enter text. |
| 2.1. (e) | E-mail address | Click to enter text. |
| 2.1. (f) | Postal address*including postcode* | Click to enter text. |
| 2.1. (g) | Signature*electronic is acceptable* | Click to enter text. |
| 2.1. (h) | Date | Click to enter date. |

| **Insurance** |
| --- |
| **Question 3:** | **Scoring Methodology:** | Pass/Fail |  |  |
| *Please confirm that your organisation already has or is prepared to obtain the level of insurance cover prior to award of the contract? The levels of insurance cover are indicated below.* |
| 3.1. | Employer’s (Compulsory) Liability Insurance at no less than £10,000,000*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.* | Choose an item. |
| 3.2. | Public Liability Insurance at no less than £10,000,000 | Choose an item. |
| 3.3. | Professional Indemnity Insurance at no less than £2,000,000 | Choose an item. |

| **Requirements under Modern Slavery Act 2015** |
| --- |
| **Question 4:** | **Scoring Methodology:** | Pass/Fail |  |  |
| 4.1. (a) | The Council wants to ensure that within your business and its supply chain, there is no servitude or forced labour, slavery human trafficking, arranging or facilitating the travel of another person with a view that a person is being exploited or conducting any activities that contain violation of human rights.Please confirm that your supply chain with regards to this quotation response complies with the Modern Slavery Act 2015? | Choose an item. |

| **General Data Protection Regulation (GDPR)** |
| --- |
| **Question 5:** | **Scoring Methodology:** | Pass/Fail |  |  |
| 5.1. | The Council wants to ensure that within your business and/or in its supply chain, the processing of personal data and processes in relation to this contract are complaint with the requirements of the General Data Protection Regulations (GDPR) and Data Protection Act.Please confirm that you and your supply chain with regards to this RfQ response comply with all applicable data protection legislation including but not limited to the General Data Protection Regulations (GDPR) and Data Protection Act. | Choose an item. |

| **Social Value** |
| --- |
| **Question 6:** | **Scoring Methodology:** | Question Answered? Yes/No |
| 6.1. | Having read the specification what community benefits, will your organisation provide as part of your proposal? Examples include but not be limited to:* Sub-contracting locally;
* Improvements to the area covered by North Northamptonshire; and/or
* Use of apprenticeships.
 | Choose an item. |
| **Answer**: |

| **Understanding the project requirements** |
| --- |
| **Question 7:** | **Max Score Available:** | 20% | **Word Limit:** | 2500 words |
| Please set out your understanding of the project requirements and outline your overall approach for delivering the project. This should include:* any suggestions relating to the need to refine the project relating to any omissions, amendments or other suggestions
* demonstration of how the consultant will comply with the government’s requirements and practice guidance and any potential changes to this during the lifetime of the project
* comments on how the emerging spatial framework for the Ox-Cam Arc will be addressed
* identifying any potential difficulties which might arise in undertaking the project
* identifying relevant sources of data
* identifying any resources required from the council
* demonstration that the consultant has no conflicts of interest if successfully appointed. Consultants should also detail what strategy would be put in place to deal with a potential conflict of interest, should it arise.
 |
| **Answer:** |
| Click to enter text. |
| **Word Count:** | Enter no. |

| **Technical approach to identifying housing need** |
| --- |
| **Question 8:** | **Max Score Available:** | 10% | **Word Limit:** | 2500 words |
| Please set out the detailed proposed methodology for determining scenarios for identifying housing need as set out in Tasks 1-3. |
| **Answer:** |
| Click to enter text. |
| **Word Count:** | Enter no. |

| **Technical approach to the economic need assessment** |
| --- |
| **Question 9:** | **Max Score Available:** | 10% | **Word Limit:** | 2500 words |
| Please set out the detailed proposed methodology for undertaking Tasks 4-5. |
| **Answer:** |
| Click to enter text. |
| **Word Count:** | Enter no. |

| **Future updating or revising of the data** |
| --- |
| **Question 10:** | **Max Score Available:** | 5% | **Word Limit:** | 2000 words |
| Please set out your suggestions for ensuring that the assessment can be updated or revised to ensure it remains relevant until the NN Strategic plan is adopted and that any changes in local or national circumstances can be taken into account. Changes might include updated projections or new release of census data. This should include an explanation as to whether it is possible or desirable to provide the council with housing and employment models or toolkits and any associated costs or training requirements associated with maintaining these. |
| **Answer:** |
| Click to enter text. |
| **Word Count:** | Enter no. |

| **Relevant experience and capabilities** |
| --- |
| **Question 11:** | **Max Score Available:** | 10% | **Word Limit:** | 2000 words |
| Please demonstrate your experience and track record of producing similar assessments including case studies where this has successfully supported the adoption of a local plan. This should include names, addresses, telephone numbers of referees from whom references may be sought and can verify the quality and services standards you currently or have recently provided in the last three years |
| **Answer:** |
| Click to enter text. |
| **Word Count:** | Enter no. |

| **Staff and resources** |
| --- |
| **Question 12:** | **Max Score Available:** | 5% | **Word Limit:** | 2000 words |
| Please define the management structure that you would put in place to support the successful performance of this contract, and state all the personnel who will be working on the programme, with breakdown of assumed time input and costs (based on stated day-rates) on each of the tasks identified in the specification.Please outline the experience of key members of the project team, including any subcontractors who will be working on the project. Please provide CVs to support your response (CVs are not included in the word count, but each CV should be no more than 4 pages) |
| **Answer:** |
| Click to enter text. |
| **Word Count:** | Enter no. |

| **Project Plan** |
| --- |
| **Question 13:** | **Max Score Available:** | 10% | **Word Limit:** | 2000 words |
| Please provide a comprehensive work programme that includes each of the tasks/ outputs referred to the Specification taking account of the key dates/milestones set out in section 2. You should describe the project management arrangements that will be put in place to meet the particular requirements of this project. In particular, this should include project management of reporting requirements, meetings, sign-off and escalation processes.  |
| **Answer:** |
| Click to enter text. |
| **Word Count:** | Enter no. |

**Section 4: Pricing Sheet**

1. **Pricing and Costs**
	1. Please complete the Pricing Schedule at Table D below, ensuring that you have provided a fixed and firm cost in each of the relevant boxes.
	2. All prices quoted must exclude VAT.
	3. Should you be successful, your fixed cost for the contract must be included in your RfQ Response and any costs which are not included will not be met by the Council either before or during the contract.
	4. Where the Council considers a price to be abnormally low, it may seek clarification and/or an explanation from the Bidder, and the Council may reject any RfQ Response, at its absolute discretion, if it appears to be unreliable.

**Table D**

| **Pricing Schedule** |
| --- |
|  | Please provide a fee proposal based on:* + - 1. A breakdown of costs for tasks in the specification including details of the applicable day rates for members of the consultancy team.
			2. Fee proposals shall include all expenses, and inputs required to complete the work as set out above.
 |
|  | Task 1 - Demographic Forecasting | £Click to enter text. |
|  | Task 2 – Assessment of mix, type and tenure of housing required | £Click to enter text. |
|  | Task 3 – Assessment of affordable housing needs and potential uplift | £Click to enter text. |
|  | Task 4 – Jobs forecasting | £Click to enter text. |
|  | Task 5 – Assessment of employment land needed | £Click to enter text. |
|  | Additional costs associated with the provision of models or toolkits | £Click to enter text. |
|  | Additional Costs not otherwise specified | £Click to enter text. |
|  | Total Cost (A+B+C+D+E+F+G) | £Click to enter text. |

**Section 5: Freedom of Information**

1. Information in relation to this RfQ may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000 (“The Act”) and your organisation details will be disclosed and/or published where the expenditure is over £500, as per the Government Transparency agenda.
2. Bidders must state if any of the information supplied by them is confidential and commercially sensitive or should not be disclosed in response for the Information under The Act. Bidders must state why they consider the information to be confidential or commercially sensitive.
3. Note that inclusion below will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in The Act. Note that the Declaration for this Section has been completed and signed at Section 3, Question 2.1 (g) of this document.

| **Information/Document** | **Reference/Page No.** | **Reasons for Non-Disclosure** | **Duration of Confidentiality** |
| --- | --- | --- | --- |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
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|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |

**Section 6: Declaration**

1. By signing Section 3, Question 2.1. (g) I hereby declare that:
	1. I am signing on behalf of the Company named at Section 3, Question 1.1 (a) and am duly authorised to do so;
	2. to the best of my knowledge, the information provided is complete and accurate;
	3. the price in Section 4 is our best offer;
	4. no collusion with other organisations has taken place in order to fix the price;
	5. that there is no conflict of interest in relation to the Council’s requirement;
	6. the requirement be subjected to the terms and conditions set out in Conditions of Contract identified at Appendix 1;
	7. that no goods, supplies, services and/or works will be delivered or undertaken until both parties have executed the formal contract documentation as identified at Appendix 1 and an instruction to proceed has been given by the Council in writing; and
	8. I understand that the Council may reject my submission if there is a failure to answer all relevant questions fully or if I provide false and/or misleading information.

**Appendix 1: Conditions of Contract**

**DATED**

------------

**Consultancy agreement**

between

North Northamptonshire Council and

**[CONSULTANT'S NAME]**

|  |
| --- |
|  |
|  |

THIS AGREEMENT is made ]

BETWEEN

|  |  |
| --- | --- |
|  |  |
| (1) | North Northamptonshire Council of Cedar Drive, Thrapston, **Northamptonshire**, NN14 4LZ (**the “Council”**); and |
|  |  |
| (2) | **[XXX]** (Company Registration No [XXX])whose offices are at [XXX] (**the “Consultant”**). |
|  |  |

BACKGROUND:

1. The Council has advertised for providers of the Services (as defined in Clause 1.1 (Definitions) below) and following a request for quotation process and the Supplier’s Tender Response at Schedule 2, has selected the Supplier to provide the Services to the
2. In reliance upon the skill, knowledge and experience the Consultant has represented that it has, the Council wishes to appoint the Consultant to provide the Services.
3. The Consultant agrees to accept the appointment in accordance with the terms and conditions of this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement unless the context otherwise requires the definitions set out below shall apply.

|  |  |
| --- | --- |
|   |  |
| “Agreement” | this professional services agreement, its terms and conditions, the schedule and any other document attached; |
|  |  |
| “Best Industry Practice” | standards, practices, methods and procedures conforming to the Laws and with all due care, skill, diligence and ability which would be expected from a skilled and appropriately experienced, qualified and trained person or body engaged in a similar type of undertaking under the same or similar circumstances; |
| “Bribery Act” | the Bribery Act 2010 together with any guidance or codes of practice issued by the relevant government department concerning the legislation; |
|  |  |
| “Commencement Date” | 17 Dec 2021 |
|  |  |
|  |  |
|  |  |
| “Data Controller” | as defined in the Data Protection Legislation; |
|  |  |
| Data Protection Legislation” | all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; |
|  |  |
| “Data Subject” | as defined in the Data Protection Legislation; |
|  |  |
| “Confidential Information” | all confidential information (however recorded or preserved) disclosed by a party or its representatives to the other party and that party’s representatives in connection with this Agreement, including but not limited to:a. any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;b. any information developed by the parties in the course of carrying out this Agreement;c. Personal Data;d. any commercially sensitive Information. |
|  |  |
| “Consultant’s Representative” | the representative appointed by the Consultant in relation to this Agreement, whose details are set out in the Schedule 2, or such other person as the Consultant may otherwise advise in writing;  |
|  |  |
| “Council’s Authorised Officer ” | the officer responsible for the monitoring and management of this Agreement, or such other person as the Council may otherwise advise in writing; |
|  |  |
| “Expiry Date”  | 30 June 2022; |
|  |  |
| “Fees” | the fees payable to the Consultant by the Council under the Agreement for the full and proper performance by the Consultant of its obligations under this Agreement, as set out in the Schedule 3; |
|  |  |
| “Force Majeure Event” | any cause materially affecting the performance of the Services under the Agreement arising from any act, events, omissions, happenings or non-happenings beyond the parties reasonable control including, without limitation, acts of God, war, riot, fire, flood or any disaster affecting either of the parties but will not mean any labour dispute between the Consultant and the Consultant’s employees, agents or sub-contractors; |
|  |  |
| “Laws” | any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body which the Consultant is bound to comply with; |
|  |  |
| “Personal Data” | as defined in the Data Protection Legislation; |
|  |  |
| “Data Processor” | as defined in the Data Protection Legislation;  |
|  |  |
| “Prohibited Act” | (a) | offering, promising or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward: |
|  |  |  |  |
|  |  | (i) | for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other agreement with the Council; or |
|  |  | (ii) | for showing favour or disfavour to any person in relation to this Agreement or any other agreement with the Council; |
|  |  |  |  |
|  | (b) | committing any offence: |
|  |  |  |
|  |  | (i) | under the Bribery Act and or the Data Protection legislation; or |
|  |  | (ii) | under legislation creating offences in respect of fraudulent acts; or |
|  |  | (iii) | at common law in respect of fraudulent acts in relation to this Agreement or any other agreement with the Council; or |
|  |  | (iv) | defrauding or attempting to defraud or conspiring to defraud the Council; |
|  |  | (v) | any action that may reasonably be considered to be to the detriment of the Council and or its end user’s welfare, either by positive action or by omission. Such action shall include but is not limited to; breach of the law, related to health, safety and or care, safeguarding, abuse, sexual allegations and or misconduct; financial malpractice or business continuity failure; |
|  |  |
| “Safety Legislation” | the Health and Safety at Work Act 1974 and the Consumer Protection Act 1987 together with all regulations made under them including, but not limited to, the General Product Safety Regulations 1994, the Control of Substances Hazardous to Health Regulations 1999 and all other legislation, codes of practice and guidance from time to time amended (including subordinate legislation and European Community legislation to the effect that it has direct effect on member states) imposing legal requirements with respect to health and safety at work and/or the safety of any goods and equipment used in the performance of the Services and the health and safety of the users of such equipment; |
|  |  |
| “Schedule” | the schedules attached to this Agreement; |
|  |  |
| “Services” | the services to be provided to the Council by the Consultant and its Staff, as specified in the Schedule 1; |
|  |  |
| “Staff” | all persons employed by the Consultant to perform its obligations under the Agreement together with the Consultant’s servants, agents, suppliers and sub-contractors used in the performance of its obligations under the Agreement; |
|  |  |
| “Tender Response” | the tender response and other associated documents prepared by the Consultant as detailed in Schedule 2; |
|  |  |
| “Working Day”  | Monday to Friday, excluding public holidays in England and Wales. |
|  |  |

1.2 The interpretation and construction of the Agreement shall be subject to the following provisions:

(a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;

(b) words importing the masculine include the feminine and neuter;

(c) reference to a clause is a reference to the whole of that clause unless stated otherwise;

(d) references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

(e) references to any party shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

(f) the words “include”, “included”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”; and

(g) headings are included in the Agreement for ease of reference only and shall not affect the interpretation or construction of the Agreement.

(h) in cases of conflict the following order of precedence shall apply:

 1. the terms and conditions of this Agreement;

 2. the Services detailed in Schedule 1;

 3. the Tender Response detailed in Schedule 2;

 4. Schedule 3 and then 4.

2. COMMENCEMENT AND DURATION

2.1 This Agreement is for a period commencing on the Commencement Date and terminating on the Expiry Date (the “Term”), subject always to review or such lesser period as a result of the Agreement being terminated earlier in accordance with the provisions of this Agreement.

2.2 The Consultant confirms that:

2.2.1 it has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Council all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this Agreement; and

2.2.2 it has entered into this Agreement in reliance on its own due diligence.

3. THE SERVICE STANDARD

3.1 In performing the Services, the Consultant shall:

* + 1. comply with the terms of this Agreement and completes the Services in accordance with the requirements set out in the Schedule 1 in all material respects ensuring that, except with the consent of the Council;
		2. operate and deliver the Services in accordance with Best Industry Practice and in compliance and conformance with all applicable Laws;
		3. notify the Council in writing immediately on learning of any relationship or potential conflict of interest that might influence or be perceived to influence the provision of the Services;
		4. co-operate with the Council in all matters relating to the Services;
		5. co-operate, and procure that its Staff co-operates, with the Council in carrying out any performance monitoring, at no additional charge to the Council; and
		6. use its best endeavours to promote the interests of the Council.
	1. The Consultant shall meet all the performance requirements set out in the Specification.
		1. For the avoidance of doubt, deduction of Compensation amount from payments due to the Consultant shall not be an exclusive remedy for a particular Service Level failure.

4. FEES AND PAYMENT

4.1 The Consultant they shall be responsible for any costs, expenses and insurances associated with any travel required under for the provision of the Services.

4.2 In consideration of the performance of the Consultant’s obligation under the Agreement, and upon successful completion of any milestones set out in schedule 1, the Council shall pay the Fees set out in the Schedule 3 within thirty (30) days of a correctly rendered invoice. No extra charges shall be effective unless agreed in writing and signed by the Council.

4.3 All invoices shall be directed to the Council’s Authorised Officer.

4.4 The Council shall pay all undisputed invoices submitted to it by the Consultant in accordance with the payment arrangements set out in Schedule 3, to a bank account nominated in writing by the Consultant. Each invoice shall include such supporting information required by the Council to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

4.5 The Council may reduce payment in respect of any Services which the Consultant has either failed to provide or has, in the Council’s reasonable opinion, provided inadequate Services;

4.6 All amounts payable by the Council under the Agreement are exclusive of amounts in respect of valued added tax chargeable from time to time (the “VAT”). Where any taxable supply for VAT purposes is made under the Agreement by the Consultant to the Council, the Council shall, on receipt of a valid VAT invoice from the Consultant, pay to the Consultant such additional amounts in respect of VAT as are chargeable on the performance of the Services at the same time as payment is due for the performance of the Services.

4.7 If the Council fails to pay any amount properly due and payable by it under the Agreement, the Consultant shall have the right to charge interest on the overdue amount at the rate of two (2) per cent per annum above the base rate for the time being of the Bank of England, accruing on a daily basis from the due date up to the date of actual payment. This clause shall not apply to payments that the Council disputes in good faith.

4.8 The Consultant shall maintain complete and accurate records of the time spent and materials used by the Consultant in the performance of the Services, and the Consultant shall allow the Council to inspect such records at all reasonable times on request.

4.9 Payment by the Council shall be without prejudice to any claims or rights which the Council may have against the Consultant and shall not constitute any admission by the Council as to the performance by the Consultant of its obligation hereunder.

4.10 The Council may at any time, without notice to the Consultant, set off any liability of the Consultant to the Council against any liability of the Council to the Consultant, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. Any exercise by the Council of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

4.11 Where the Consultant enters into a Sub-Contract, the Consultant shall include in that Sub-Contract:

4.11.1 provisions having the same effect as clauses 4.3 – 4.4 of this Agreement; and

4.11.2 a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clauses 4.3 – 4.4 of this Agreement;

4.11.3 in clause 4.10, “Sub-Contract” means a contract between two or more suppliers, at any stage of remoteness from the Council in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of)

the whole or any part of this Agreement.

5. STATUTORY RIGHTS

5.1 Nothing in these conditions shall affect in any way the statutory rights of the Council or any subsequent amending or consolidating legislation.

5.2 A party who is not a party to this Agreement is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 except where this Agreement expressly provides otherwise.

5.3 The Consultant shall at its own expense, comply in all respects with the Laws and all applicable rules and regulations and Best Industry Practice in all matters arising in the performance of or in connection with the Agreement.

6. MONITORING

6.1      The Consultant's performance of the Services shall be monitored by the Council’s Authorised Officer, who shall be entitled to make recommendations to the Consultant for improving the standard of the Consultant’s performance in undertaking the Services.

6.2 The Consultant’s Representative will meet regularly with the Council’s Authorised Officer (the "Liaison Meetings") upon receiving a request to do so, to discuss the Services being provided by the Consultant and to provide the Council with progress reports.

6.3 At Liaison Meetings the Council’s Authorised Officer and the Consultant’s Representative will review, among other things, the Consultant’s performance, key performance indicators (the “KPIs”) where applicable, progress-to-date on provision of the Services, and any issues relating to the performance of the Services.

6.4 The Council’s Authorised Officer shall keep minutes of all Liaison Meetings.

7. ANTI-BRIBERY AND MODERN SLAVERY ACT REQUIRMENT

7.1 The Consultant shall:

7.1.1 comply with all applicable anti-bribery, anti-corruption and anti-slavery legislation including, without limitation, the Bribery Act and Modern Slavery Act 2015;

7.1.2 maintain and enforce its own policies and procedures, including adequate procedures under the Bribery Act, to ensure compliance with all applicable anti-bribery and anti-corruption legislation;

7.1.3 use reasonable endeavours to ensure that all persons associated with the Consultant (as defined by section 8 of the Bribery Act) including any sub-contractors and suppliers comply with this clause;

7.1.4 implement due diligence procedures for its own suppliers, sub-contractors and other participants in its supply chain, to ensure that there is no slavery or human trafficking in its supply chain;

7.1.5 use reasonable endeavours not to purchase any raw materials, resources or products from any country that has been sourced from producers or manufacturers using forced labour in its operations or practice.

8. EQUALITIES

8.1 The Consultant shall (and shall procure that its Staff shall) not unlawfully discriminate within the meaning and scope of any Law, enactment, order or regulation relating to discrimination in employment including but not limited to the Equality Act 2010, and shall (and shall procure that its Staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of the Services.

9. SAFEGUARDING

9.1 The Consultant acknowledges that in performing the Agreement it may have access to vulnerable adults and or children, their personal data and confidential information relating to them or members of the public and accordingly the Consultant shall ensure that no member of Staff or person is permitted to carry out work in connection with this Agreement where the Security Check (the “Security Check” means security cleared to the standard required for Staff via the Disclosure and Barring Service) reveals any conviction, caution, pending prosecution, binding over order or other criminal record or any soft information that would give a prudent and responsible Council cause for concern in the context of this Agreement. For the avoidance of doubt, and without prejudice to the generality of the foregoing, the Consultant shall ensure that no person who appears on any statutory barred list shall carry out any work in connection with this Agreement.

10. PROTECTION OF DATA

10.1 Both parties will comply with all applicable requirements of the Data Protection Legislation and any applicable Laws. This clause 10 is in addition to, and does not relieve, remove or replace, a party’s obligations under the Data Protection Legislation.

10.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Data Controller and the Consultant is the Data Processor.

10.3 Without prejudice to the generality of clause 10.1, the Council will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Consultant for the duration and purposes of this Agreement.

10.4 Without prejudice to the generality of clause 10.1, the Consultant shall, in relation to any Personal Data processed in connection with the performance by the Consultant of its obligations under this Agreement:

(a) process that Personal Data only on the written instructions of the Council, unless the Consultant is required by applicable Laws to otherwise process that Personal Data. Where the Consultant is so required, it shall promptly notify the Council before processing the Personal Data, unless prohibited by the applicable Laws;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Council, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its 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 the technical and organisational measures adopted by it);

(c) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Council has been obtained and the following conditions are fulfilled:

(i) the Council or the Consultant has provided appropriate safeguards in relation to the transfer;

(ii) the Data Subject has enforceable rights and effective remedies;

(iii) the Consultant complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) the Consultant complies with the reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data;

(d) notify the Council immediately if it receives:

(i) a request from a Data Subject to have access to that person’s Personal Data;

(ii) a request to rectify, block or erase any Personal Data;

(iii) receives any other request, complaint or communication relating to either Party’s obligations under the Data Protection Legislation (including any communication from the Information Commissioner);

(e) assist the Council in responding to any request from a Data Subject and in ensuring compliance with the Council’s obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the Council immediately and in any event within 24 hours on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this Agreement;

(g) at the written direction of the Council, delete or return Personal Data and copies thereof to the individual on termination or expiry of the Agreement unless required by the applicable Laws to store the Personal Data;

(h) maintain complete and accurate records and information to demonstrate its compliance with this clause 10 and allow for audits by the Council or the Council’s designated auditor.

10.5 The Consultant shall indemnify the Council against any losses, damages, cost or expenses incurred by the Council arising from, or in connection with, any breach of the Consultant’s obligations under this clause 10.

10.6 Where the Consultant intends to engage a Sub-Contractor pursuant to clause 4.10 and intends for that Sub-Contractor to process any Personal Data relating to this agreement, it shall:

(a) notify the Council in writing of the intended processing by the Sub-Contractor;

(b) obtain prior written consent to the processing;

(c) ensure that any Sub-Contract imposes obligations on the Sub-Contractor to give effect to the terms set out in this clause 10.

10.7 Either party may, at any time on not less than thirty (30) Working Days’ written notice to the other party, revise this clause 10 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme.

10.8 The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

11. FREEDOM OF INFORMATION

11.1 The Consultant recognises that the Council has information disclosure obligations under the Freedom of Information Act 2010 (“FOIA”) and the Environmental Information Regulations (“EIR”). The Consultant agrees to provide such assistance and support as may be requested from time to time by the Council for the purposes of enabling or assisting the Council to comply with these information disclosure obligations in respect of matters relating to or arising out of this Agreement.

11.2 In the event that a request made to the Council for access to information under the FOI or the EIR, or any notice, recommendation or complaint is made to or against the Council in relation to its obligations under the FOIA or EIR, the Consultant will within five (5) Working Days of the date of a request from the Council provide to the Council, any details in its possession relating to this Agreement or to the Consultant as the Council may require to deal with such access request or deal with such notice, recommendation or complaint.

11.3 The Consultant acknowledges the Council may be obliged under the FOIA or EIR to disclose information to third parties, including information relating to the appointment of the Consultant to provide the Services under this Agreement, and the terms of this Agreement, subject to certain exemptions. The Consultant further acknowledges and accepts that the decision to disclose information and the application of any such exemptions under the FOIA or EIR will be at the Council’s sole discretion PROVIDED THAT the Council shall act reasonably and proportionately in determining whether any exemptions under the FOIA or EIR may apply to protect the Consultant’s legitimate commercial interests trade secrets.

12. TRANSPARENCY

12.1 The Consultant acknowledges that Council has information publication obligations the Local Government Transparency Code 2014, and agrees that this Agreement (including the Schedules), and any documentation including but not limited to requests for quotes, advertisement issued by the Council seeking expressions of interest, the pre-qualification questionnaire and the tender documents (the “Procurement Documents”) issued by the Council in relation to this Agreement are not Confidential Information, and may be published by the Council, save where in the reasonable opinion of the Council the contents of the Agreement or the Procurement Documents are exempt from disclosure under the FOIA or EIR in which case, the Consultant consents to the Agreement or Procurement Documents being redacted by the Council to the extent necessary to remove or obscure the exempt content, and to publication subject to those redactions.

13. CONFIDENTIALITY AND COUNCIL’S PROPERTY

13.1 Subject to clause 10 (Protection of Data), clause 11 (Freedom of Information) and Clause 12 (Transparency), the Consultant shall not, without the prior written consent of the Council,, publish or disclose to any person, or permit any such disclosure by any of its employees or representatives, any Confidential Information received by it in relation to the Services or to the Council’s business generally.

13.2 The restriction in clause 13.1 does not apply to:

13.2.1 any information required to be disclosed by an order of court or other tribunal or required to be disclosed in accordance with any law, statute, proclamation, by-law, directive, decision, regulation, rule, order, notice, rule of court, delegated or subordinate legislation; or

13.2.2 any information which is already in, or comes into, the public domain otherwise than through unauthorised disclosure by the Consultant; or

13.2.3 any disclosure authorised by the Council.

13.3 All designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Services and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Services (the “Material”), and any data or documents (including copies) produced, maintained or whether or not stored on the Council's computer systems or other electronic equipment (including mobile phones, if provided by the Council) in relation to this Agreement, remain the property of the Council.

13.4 All existing and future intellectual property rights and proprietary rights including copyright and all other rights of a like nature conferred under the laws of the United Kingdom (and all other countries of the World) in all works conceived originated or made by the Consultant pursuant to the Services (“Intellectual Property”) shall rest with the Consultant.

13.5 The Consultant shall hereby grant the Council exclusive and irrevocable licence to use the Intellectual Property for all purposes connected with this Agreement, including any documents or other works prepared by the Consultant its Staff and any substitutes and subcontractors.

13.6 The Consultant warrants and represents that the Intellectual Property will not infringe any intellectual property rights of which a third party is the proprietor. The Consultant agrees to indemnify the Council against any and all liability, loss, damages, costs and expenses which the Council or a third party may incur or suffer as a result of any dispute or contractual, tortious or other claims or proceedings brought against the Council by a third party alleging infringement of its intellectual property rights by reason of the use or exploitation of the Intellectual Property.

13.7 The Council may at any time (whether before or after completion of the Services, or after termination) request a copy or copies of (some or all of) the Material from you, at no additional cost to the Council and you shall provide the copy (or copies) to the Council within a reasonable period of time and in both re-writable and pdf format).

14. INDEMNITY

14.1 Without prejudice to any other provision of this Agreement, the Consultant will fully indemnify the Council against any claims made against it as a result of any failure by the Consultant to comply with any statutory provision to be observed or performed in connection with the provision of the Services.

14.2 The Consultant’s liability to indemnify the Council arising under clause 14.1 will be without prejudice to any other right or remedy of the Council arising under this Agreement.

15. INSURANCE

15.1 The Consultant will throughout the Term maintain with a reputable insurance company within the UK such policies of insurance as are necessary to cover any liability of the Consultant in respect of loss of or damage to property and personal injury to, or death of, any person arising out of or in the course of or caused by the Consultant carrying out or failing to carry out its obligations under the Agreement or for which it may become liable to the Council under clause 14, including:

1. public liability insurance cover in the minimum sum of £10,000,000.00 in respect of any one incident and the number of incidents covered shall be unlimited and should be adequate to cover all risks in the performance of the Services;
2. Employers liability insurance in the minimum sum of £10,000,000.00 in respect of one incident and the number of incidents covered shall be unlimited;
3. professional indemnity insurance against the risk of professional negligence on the part of the Consultant or its Staff in the minimum sum of £2,000,000.00 in respect of each and every claim or series of claims arising from any one event.

15.2 The Consultant shall continue to maintain the above policies of insurance for a 12-year period following the termination of the Agreement subject to such insurance being available at commercially reasonable rates.

15.3 Upon request, the Consultant will provide the Council with details of the policies of insurance (by way of insurer’s certificate) effected in accordance with clause 15.1, so as to demonstrate that clause 15.1 is being complied with.

15.4 The Consultant will immediately inform the Council of any failure or inability to maintain insurance in accordance with clause 15.1 and of any circumstances likely to render such insurance void or voidable in order that the Consultant and the Council can discuss the means of best protecting their respective positions in the absence of such insurance.

16. TERMINATION OF AGREEMENT

16.1 Notwithstanding the provisions of clause 3.3, the Council may terminate this Agreement with immediate effect with no liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time the Consultant:

* + 1. Fails to meet any of the Performance Service Levels set out in clause 9 of the Specification on more than one occasion.
		2. commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of the Council;
		3. is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);

16.2 In the event of:

16.2.1 the passing by the Consultant of a resolution for its winding-up or the making by a court of competent jurisdiction of an order for the winding-up of the Consultant or the dissolution of the Consultant; or

16.2.2 the making of an administration order in relation to the Consultant or the appointment of a receiver over, or the taking possession or sale by an encumbrancer of, any of the Consultant’s assets; or

16.3.3 the Consultant making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally;

the Council may, without prejudice to any other power of termination or to any rights or remedies it may have, terminate the Agreement forthwith by notice and the Consultant shall indemnify the Council against all costs, expenses and damages for which the Council becomes liable arising from such termination.

16.2 Without prejudice to the Parties other rights and remedies, either party may forthwith terminate the Agreement by notice if the other:

16.2.1 commits or attempts a Prohibited Act;

16.2.2 fails to comply with Best Industry Practice, Safety Legislation and or the Laws;

16.2.3 commits any material breach of the terms of this Agreement and fails to remedy such breach within seven (7) days of being given written notice to do so by the other; or

16.2.4 fails to perform its obligations under the Agreement,

and the Consultant shall indemnify the Council against all costs, expenses and damages for which the Council becomes liable arising from such termination.

16.3 The Council may terminate this agreement if it reasonably believes that the circumstances set out in regulation 73(1) of the Public Contract Regulations 2015 apply.

16.4 Notwithstanding the generality of this clause 16 the Council shall have the right to terminate the Agreement, or to terminate the provision of any part of the Agreement at any time by giving one month’s written notice to the Consultant.

17 ASSIGNMENT AND SUB-CONTRACTING

17.1 The Consultant shall not assign or sub-contract the Services under this Agreement, or any part thereof, without the permission of the Council in writing. Assignment or sub-contracting any part of the Services shall not relieve the Consultant of any obligation or duty attributable to the Consultant under this Agreement. The Consultant shall be responsible for the acts and omissions of its assignees and sub-contractors as though they were its own. Where the Council has consented to the placing of an assignment or sub-contracts, copies of each contract of assignment or sub-contract shall be provided by the Consultant to the Council within two (2) Working Days of issue.

18. DISPUTES

18.1 If the Council reasonably believes that the Services are deficient, the Consultant shall be formally notified in writing by the Council, inviting the Consultant at the earliest possible opportunity to discuss the matter and giving clear indications as to how the Services have not been satisfactory.

18.2 After such discussions, the Consultant shall remedy any agreed faults within an agreed, reasonable timescale. Once the Council has formally notified the Consultant of any such deficiencies, it shall be entitled to withhold payment of any invoices which the Consultant has submitted (or may submit) for the Services, or part pay any such invoices as it sees fit until such time as the agreed faults have been remedied.

18.3 If the Consultant is unable or unwilling to remedy the above faults, the Council may terminate this Agreement forthwith; if the Consultant feels that the Services are not deficient or that the Council has been unfair in its judgment of the quality of the Services, and the parties are unable to come to an agreement on the matter amicably between them, the matter may be resolved by reference to an independent mediator who is acceptable to both parties, and whose decision both parties agree shall be final. Both parties shall share the cost of mediation.

19. NOTICES

19.1 Any notice, request, demand, consent or approval given under or in connection with this Agreement must be given in writing. Any such notice, request, demand, consent or approval shall in the case of the Council be sent to the Council’s Authorised Officer at the Council’s address as set out at the beginning of this Agreement and in the case of the Consultant, to the Consultant’s Representative at the Consultant’s registered office address as set out at the beginning of this Agreement.

19.2 Notices may be delivered by hand or sent by post. If sent by post, a notice shall be deemed to have been received on the second Working Day following the date of posting. If sent by registered post or recorded delivery, it shall be deemed to have been received on the date and time receipt was acknowledged.

20. NO WAIVER

 No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement.

21. FORCE MAJEURE

 Neither party shall be liable for delay in performing or failing to perform its obligations under this Agreement if the delay or failure results from Force Majeure. Such delay or failure shall not constitute a breach of this Agreement and the time for performance shall be extended by a period equivalent to that during which performance is prevented provided that if such delay or failure persists for more than one month nothing in this clause shall be taken to limit or prevent the exercise of the right to terminate under clause 16.

22. ACCRUED RIGHTS AND REMEDIES

 The termination of the Agreement will not prejudice or affect any claim, right, action or remedy that will have accrued or will thereafter accrue to either party.

23. RIGHTS AND DUTIES RESERVED

 All rights, duties and powers which the Council has as a local authority or which the Council’s officers have as local authority officers are expressly reserved.

24. SURVIVAL OF TERMS

 The terms of the Agreement will (except in respect of any obligations fully performed prior to or at the completion of the Services) continue in force and effect after the completion of the Services by the Consultant.

25. PUBLICITY AND BRANDING

 The Consultant shall not:

(a) make any press announcements or publicise this Agreement or its contents in any way; or

(b) use the Council’s name or brand in any promotion or marketing or announcement of orders,

without the prior written consent of the Council’s Authorised Officer.

26. AUTHORITY TO ENTER INTO THE AGREEMENT

 Each of the parties warrants its power to enter into this Agreement and that it has obtained the necessary approvals to do so.

27. ENTIRE AGREEMENT

27.1 This Agreement contains the whole agreement between the parties and neither party has relied upon any oral or written representations made to it by the other or the others employees, representatives or agents and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

27.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

28. COUNTERPARTS

 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement.

29. NO PARTNERSHIP OR AGENCY

29.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to bind or make or enter into any commitments for or on behalf of any other party.

29.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

30. VARIATION

30.1 This Agreement may only be varied by a document signed by both parties.

31 EXTENSION

Subject to satisfactory performance by the Consultant, the Council may wish to extend this Agreement for a further period of up to 6 months. The Council may approach the Consultant if it wishes to do so before the end of the Expiry Date. The agreed terms and conditions in the Agreement will apply subject to any variation throughout any such extended period.

32. GOVERNING LAW

 This Agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS of which this Agreement has been entered into on the date stated at the beginning of it.

|  |  |
| --- | --- |
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| Signed on behalf of the **COUNCIL** by:……………………………Authorised Officer |  |
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|  |  |
| --- | --- |
| Signed on behalf of the **CONSULTANT** by: |  |
| (1) | Signature ………………………………….. | (Director) |
|  | Print ………………………………….. |  |
| (2) | Signature ………………………………….. | Director/Secretary |
|  | Print ………………………………….. |  |

**SCHEDULE 1 – THE SERVICES**

**SCHEDULE 2 – TENDER RESPONSE**

**SCHEDULE 3 – FEES**

1. Paragraph 004 - <https://www.gov.uk/guidance/housing-and-economic-development-needs-assessments> [↑](#footnote-ref-1)
2. <https://www.ons.gov.uk/peoplepopulationandcommunity/housing/datasets/ratioofhousepricetoworkplacebasedearningslowerquartileandmedian> [↑](#footnote-ref-2)
3. Paragraph: 013 Reference ID: 2a-013-20190220 - <https://www.gov.uk/guidance/housing-and-economic-development-needs-assessments> [↑](#footnote-ref-3)
4. Paragraph: 010 Reference ID: 2a-010-20190220 - <https://www.gov.uk/guidance/housing-and-economic-development-needs-assessments> [↑](#footnote-ref-4)
5. <https://www.gov.uk/government/publications/the-oxford-cambridge-arc-government-ambition-and-joint-declaration-between-government-and-local-partners> [↑](#footnote-ref-5)
6. https://www.gov.uk/government/publications/planning-for-sustainable-growth-in-the-oxford-cambridge-arc-spatial-framework [↑](#footnote-ref-6)
7. <https://www.gov.uk/government/consultations/creating-a-vision-for-the-oxford-cambridge-arc> [↑](#footnote-ref-7)
8. <https://www.ons.gov.uk/peoplepopulationandcommunity/populationandmigration/populationprojections/bulletins/2016basedhouseholdprojectionsinengland/2016basedhouseholdprojectionsinengland> [↑](#footnote-ref-8)
9. <http://www.nnjpu.org.uk/publications/docdetail.asp?docid=1420> [↑](#footnote-ref-9)
10. http://www.nnjpu.org.uk/publications/docdetail.asp?docid=1422 [↑](#footnote-ref-10)
11. http://www.nnjpu.org.uk/publications/docdetail.asp?docid=1515 [↑](#footnote-ref-11)
12. <https://www.gov.uk/guidance/housing-needs-of-different-groups> [↑](#footnote-ref-12)
13. <https://www.gov.uk/guidance/housing-for-older-and-disabled-people> [↑](#footnote-ref-13)
14. The definition of affordable housing for planning purposes is set out in Annex 2 of the National Planning Policy Framework. [↑](#footnote-ref-14)
15. <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/799993/OxCam_Arc_Ambition.pdf> [↑](#footnote-ref-15)
16. <https://www.gov.uk/government/publications/industrial-strategy-the-grand-challenges/industrial-strategy-the-grand-challenges> [↑](#footnote-ref-16)
17. Paragraph: 027 Reference ID: 2a-027-20190220, <https://www.gov.uk/guidance/housing-and-economic-development-needs-assessments> [↑](#footnote-ref-17)
18. Paragraph: 030 Reference ID: 2a-030-20190220 [↑](#footnote-ref-18)
19. Areas designated by the local planning authority for the purposes of neighbourhood planning [↑](#footnote-ref-19)