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| Dated 2025 |
| **Appointment by The Crown Estate Commissioners of****[TBC]** |
| **APPOINTMENT****relating to****Residential real estate legal work and Leasehold Reform Act work (primarily for The Crown Estate’s London Residential portfolio)**  |
| The Crown Estate1 St James’s Market London SW1Y 4AH |

**Appointment particulars**

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| --- | --- |
| **Date** | [TBC] |
| **Solicitors** | [TBC] |
| **Portfolio** | Primarily The Crown Estate’s London Residential portfolio, and from time to time when required by us The Crown Estate’s other portfolios (the “**Portfolio**”). The Leasehold Reform Act Work extends to The Crown Estate’s Windsor and Traditional portfolios. |
| **Term** | See clause 1.2. |
| **Client relationship partner** | [TBC] |
| **Operational partner(s)** | [TBC] |

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| --- |
| **DATE** **2025** |
|  |  |
| **PARTIES** |
| (1)   | **THE CROWN ESTATE COMMISSIONERS** on behalf of His Majesty acting in exercise of the powers conferred by the Crown Estate Act 1961 (“**we**” or “**us**”); and |
| (2)   | [PARTY TWO] (company number [                       ]) whose registered office is at [                                                           ] (“**you**”). |

**OPERATIVE PROVISIONS**

# Appointment

* 1. We, the Crown Estate Commissioners, appoint you to carry out the services shown in schedule 1 (the “**services**”) for the Portfolio in line with the conditions of this appointment.
	2. You will provide the services from [*1 April 2025*] until [*31 March 2030*][[1]](#footnote-1) unless your appointment ends earlier under paragraphs 1.3 or 16, or unless your appointment is extended in accordance with paragraph 1.4.
	3. We may end this appointment by giving you at least three months’ notice in writing.
	4. We may at our discretion extend this appointment beyond the expiry date referred to in paragraph 1.2. Such an extension would be for up to two years and assessed by reference to our opinion of your performance and the business case at the time.

# Providing the services

* 1. When you carry out your work and services under this appointment you must:
		1. use all the skill, care, diligence and professionalism expected of a leading firm of solicitors experienced in carrying out services of similar size, scope, nature, sensitivity and complexity;
		2. use adequate resources;
		3. use people who are suitably qualified and have appropriate skills, experience and training in the tasks involved;
		4. ensure that we adhere to the Crown Estate Act 1961;
		5. ensure that we adhere to all relevant laws, codes of practice and guidance, (and ensure we comply as Portfolio owners with all relevant laws, and all codes of practice and guidance which we endorse);
		6. not (whether directly or indirectly) cause us to breach any of the terms of any contract (including leases and licences) relating to the Portfolio, or to breach any duty we have to any person, including a party to any such contract, of which you are or should be aware;
		7. keep to any restrictions or arrangements we tell you about in writing which concern our obligations to or arrangements with tenants of the Portfolio;
		8. promote a positive image of The Crown Estate and help us develop a constructive relationship with current and potential customers and other stakeholders;
		9. have regard at all times to our joint venture arrangements (if any) within the Portfolio and our duties to our joint venture partners;
		10. work in line with our proper and reasonable procedures, objectives and policies in force at the time (disclosed in sufficient time to allow for compliance), including without limitation those which may be listed in the panel pack provided to you from time to time by our in-house legal team (the “**panel pack**”)[[2]](#footnote-2); and
		11. adhere to all relevant laws.
	2. You must regularly liaise with and consult as necessary our in-house managing agency team (or, if applicable, external managing agents) and/or project managers and development team for the Portfolio from time to time. You must also co-operate with any other service partners we appoint if this is necessary to carry out the services properly. You must take account of opinions and comments from our in-house teams or other service partners put forward and tell us about any you are concerned about. You must keep informed our in-house teams and external service partners about all matters relating to the services.

* 1. You must have a system in place that allows you to manage the risks to your business arising from you providing the services. When we ask, you must provide details of the system you have.
	2. You must make arrangements for continuing to provide the services in a major disaster. When we ask, you must give us details of these arrangements.
	3. To help you to meet your obligations we will:
		1. from time to time share with you our business/investment strategy and objectives;
		2. give you the information you need about our systems and procedures to help you to meet your obligations promptly and comprehensively;
		3. make sure our staff perform efficiently, and encourage other service providers to make sure their staff do the same.

# Fees

* 1. As long as you carry out the services to our reasonable satisfaction, we will pay you the fees shown in schedule 2 (the “**fees**”). The fees will include all your expenses for providing the services, except where Schedule 2 says otherwise. All amounts payable by you or us to the other under this appointment are regarded as excluding VAT.
	2. We will pay undisputed invoices for fees within 30 days of the date of receipt of your invoice, subject to following any billing procedures contained in Schedule 4.

# Managing our relationship and performance

* 1. You will comply with the obligations set out in Part 2 of Schedule 3, with due regard to any guidance in any panel pack.
	2. You will inform us as soon as possible of any significant team changes or long term absences which will have an impact upon the availability of your team.
	3. You must not consider age, colour, disability, ethnic origin, family life status, nationality, race, religion or belief, sex, sexuality or lifestyle when reaching decisions that relate directly or indirectly to recruiting, promoting, training or transferring any of your staff who provide the services.

# Keeping records

* 1. At all times you must keep full records, accounts, information, plans, registers and surveys, including computer records and relevant disks and software, relating to the services (the **“records”**). You must keep the records for at least 12 years from the date of the records or until you send the records to us or to anybody we decide, whichever is sooner.
	2. We own all the records. We and our authorised agents may inspect them whenever we ask. We and you acknowledge that the records are public records under the Public Records Act 1958.
	3. You must do everything necessary to make sure all the records are protected in line with relevant policies we provide from time to time. In particular you must not:
		1. use the records or copy any part of them in any form (unless you need to do this to provide the services);
		2. reveal the records to anybody we have not authorised to receive them (unless you must reveal them by law); or
		3. alter, delete, add to or otherwise interfere with the records (unless a condition in this appointment says you must do so).
	4. You will be allowed to retain copies of records for legal, regulatory and/or insurance purposes subject to the confidentiality obligations under this appointment. Any destruction of records or the copies of records will be subject to legal, regulatory and/or insurance considerations.

# Intellectual Property

* 1. In this appointment, “**intellectual property”** means all intellectual property rights of any kind, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.
	2. You hereby assign to us absolutely (to the fullest extent permissible by law) and with full title guarantee all intellectual property in the records and all intellectual property created by you (or on your behalf) relating to providing the services (together “**our IP**”). Our IP does not include any intellectual property created by you or on your behalf for some purpose other than to provide the services under this appointment, but which you use in connection with this appointment to help you provide the services. You must make sure your employees, agents and subcontractors waive absolutely and irrevocably all their moral rights to our IP granted under the Copyright, Designs and Patents Act 1988, and all equivalent rights under laws of other countries.
	3. If we think we need a licence for any intellectual property you (or any of your subcontractors or licensors) own so we can use our IP or the records (or both), you shall give us a free, permanent, non-exclusive, royalty-free licence to use, adapt, maintain and support that intellectual property or for anybody providing services to us to use, adapt, maintain and support that intellectual property for our benefit.
	4. When we ask, you must execute all documents and do anything else necessary or desirable to transfer, vest in, license or confirm to us the intellectual property described in this paragraph.
	5. You must not use (or allow anybody else to use) any of our IP (or that of our licensors’) without getting our permission in writing first.

# Announcements and confidential information

* 1. Unless we agree otherwise in writing, or the law says otherwise, while this appointment is in force (and for five years after it ends) you must:
		1. only give another person confidential information if you need to do so to carry out your responsibilities in this appointment; and
		2. only use confidential information for purposes clearly intended under this appointment.
	2. If you give someone confidential information in line with paragraph [7.1](#_bookmark7) you must make sure that the person you give the information to knows about your duties under this appointment to keep information confidential and that they carry out those duties as if they were a party to this appointment.
	3. You must tell us immediately if you know or suspect that confidential information has been given to an unauthorised person.
	4. Unless we agree otherwise in writing, you must not make any public comment or issue a press release or respond to an enquiry from the press or the media about the existence of or the terms of this appointment, the Portfolio or the services.
	5. In this appointment, “**confidential information**” means all information (in any form) relating to us, The Crown Estate, the services or the Portfolio which you (or your employees, agents and subcontractors) have access to under this appointment, whether before or after the date of this appointment, including (but not limited to):
		1. the records;
		2. your appointment;
		3. the terms and conditions of this appointment; and
		4. the business and financial arrangements relating to the provision of the services.

# Data Protection[[3]](#footnote-3)

* 1. Both Parties will comply with all applicable requirements of the UK General Data Protection Regulation (UK GDPR), the UK Data Protection Act 2018 and any relevant laws, regulations and secondary legislation in the UK (together, the **Data Protection Legislation**). This clause 8 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.
	2. The Parties acknowledge that for the purposes of the Data Protection Legislation, (1) you are a Processor; and (2) both you and we may, separately, from time to time, be the Controller (where **Controller** and **Processor** have the meanings as defined in the Data Protection Legislation).
	3. Without prejudice to the generality of clause 8.1, the Controller will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (where **Personal Data** has the meaning given to it in the Data Protection Legislation) to the Processor for the duration and purposes of this appointment
	4. Without prejudice to the generality of clause 8.1, the Processor shall, in relation to any Personal Data processed in connection with the performance by the Processor of its obligations under this appointment:
		1. process that Personal Data only on the written instructions of the Controller unless the Processor is required by applicable laws to process Personal Data. Where the Processor is relying on applicable laws as the basis for processing Personal Data, the Processor shall promptly notify the Controller of this before performing the processing required by such applicable laws unless those applicable laws prohibit the Processor from so notifying the Controller;
		2. ensure that it has in place appropriate technical and organisational measures, 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);
		3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
		4. not transfer any Personal Data to a third country outside of the UK and European Economic Area unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
			1. the Controller or the Processor has provided appropriate safeguards in relation to the transfer;
			2. the data subject has enforceable rights and effective legal remedies;
			3. 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; and
			4. the Processor complies with reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

* + 1. assist the Controller, at the Controller’s cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
		2. notify the Controller without undue delay on becoming aware of a Personal Data breach;
		3. at the written direction of the Controller, delete or return Personal Data and copies of Personal Data to the Controller on the expiry of or earlier termination of this appointment unless required by applicable law to store the Personal Data; and
		4. maintain complete and accurate records and information to demonstrate its compliance with this clause 8 and allow for audits by the Controller or the Controller’s designated auditor.
	1. The Processor shall indemnify and keep the Controller indemnified against all claims, demands, actions and proceedings made or brought and all losses, damages, costs, expenses and liabilities incurred, suffered or arising directly or indirectly in respect of or otherwise connected with any obligation binding on the Processor under this clause 8.
	2. The Processor shall not engage another Processor without prior specific or general written authorisation of the Controller. In the case of general written authorisation, the Processor shall inform the Controller of any intended changes concerning the addition or replacement of other Processors, thereby giving the Controller opportunity to object to such changes.
	3. The Processor shall procure that any sub-Processor appointed by it in accordance with this appointment complies with obligations (including this one) equivalent to those binding on the Processor under this clause 8.

# The Freedom of Information Act

* 1. You acknowledge that we are subject to the requirements of the Freedom of Information Act 2000 (“**FOIA**”) and the Environmental Information Regulations 2004 (“**EIR**”). In this clause “**Request for Information**” (which shall include any apparent requests for information under FOIA or EIR) and “**Information**” have the meanings given to them in FOIA.
	2. You shall:
		1. assist and cooperate with us (at your cost) to enable us to comply with the information disclosure requirements of the FOIA and the EIR;
		2. comply with all policy statements as we may issue from time to time with regard to FOIA and EIR;
		3. send to us any requests that you receives for information about us or the services as soon as reasonably practicable following receipt;
		4. provide us with a copy of all Information in your possession or power in the form that we require within five (5) business days of such Information being requested; and
		5. provide all necessary assistance as reasonably required by us to enable it to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR (as the case may be).
	3. We shall be responsible for determining at its absolute discretion whether any Information is:
		1. exempt from disclosure in accordance with the provisions of FOIA or EIR; and
		2. to be disclosed in response to a Request for Information.
	4. In no event shall you respond directly to any Request for Information unless expressly authorised to do so by us.
	5. You acknowledge that we may, acting in accordance with the Secretary of State for Constitutional Affairs’ Code of Practice on the discharge of public authorities’ functions under Part 1 of FOIA, be obliged under FOIA or EIR to disclose Information:
		1. without consulting you; or
		2. following consultation with you and having taken your views into account.
	6. Without limitation to any other obligation under this appointment, you shall ensure that all Information produced in the course of the performance of the services or relating to this appointment is retained for disclosure and shall permit us to inspect such Information as requested from time to time.

# Conflicts of interest

* 1. You must take appropriate steps to make sure that you and your members, partners, employees, agents or subcontractors are not put in a position where there is (or may be) a conflict between your or their financial or personal interests and your duties under this appointment.
	2. You confirm that, before the date of this appointment, you told us about all circumstances that may give rise to a conflict of interest between you and us as a result of your appointment. While the appointment is in force, and for two years after it ends, you must tell us in writing about any possible conflict of interest as soon as it happens, and follow the instructions we give in response in respect of that possible conflict of interest to the extent reasonably possible in the context of your professional conduct obligations.
	3. You must tell us straight away if:
		1. you find out that any of your members, or partners have a direct or indirect financial interest in or with any tenant of the Portfolio (for example, if they hold a significant shareholding in our tenant, are related to them, are their partner, director or consultant); or
		2. you plan to act for somebody else (including a third party) in a Crown Estate transaction.
	4. We may then withdraw our instructions relating to the part of the Portfolio affected by the conflict of interest or, if paragraph 10.3.2 applies, ask you not to act for the other person and you shall not act.
	5. The key personnel specified in Schedule 3 must not act for anybody else in a matter relating to or affecting the Portfolio.

# Bribery Act/Modern Slavery Act

* 1. You must comply with the provisions of the Bribery Act 2010 and Modern Slavery Act 2015 and take all measures necessary to ensure that your employees do not do anything on our behalf which would constitute a breach of these Acts by us.
	2. You will promptly report to us any incidents or allegations of bribery in connection with this appointment.

# Indemnity

You must indemnify and keep us indemnified against all demands, claims, legal action, damages, payments, losses, costs or other liabilities (“**losses”**) we suffer resulting from anything you do or fail to do, or which breaches any of your obligations under this appointment.

# Claims against us

You must immediately give us full details about the possibility or emergence of any claim against us, or any circumstances where a claim is likely to be made, subject to your professional conduct obligations.

# Insurance

* 1. You must take out and maintain (at your cost) professional indemnity insurance, with insurers who have a good reputation. The insurance must provide at least £50,000,000 of cover (or any extra amount we reasonably decide) for each insured event (or series of events arising from the same cause) without any limit on the total that can be paid for all claims. You must maintain the insurance for as long as this appointment is in place and for at least 12 years after the date it ends for any reason. If you do not have this insurance at any time, we may take out equivalent insurance and you must pay the costs of doing so when we ask.
	2. When we ask you to you must show us documents that prove you are maintaining the insurance properly.
	3. If you fail to keep to the insurance conditions in this appointment, you will still be liable under this appointment and must still carry out your duties under it.

# Employees

* 1. The relationship of us and you (and any person you use to provide the services) under this appointment will be that of service provider and nothing in this appointment will render you (or any person you use to provide the services) a worker, an employee or deemed employee within the meaning of the Income Tax (Earnings and Pensions) Act 2003 of us and you (nor any person you use to provide the services) will not hold yourself out as such. In the event that the Income Tax (Earnings and Pensions) Act 2003 in relation to workers’ services provided through intermediaries and including any amendments or updates thereto (herein referred to as “IR35”) apply in respect of the services provided, you will indemnify, defend and hold us harmless from and against all tax, interest, penalties, demands, claims actions, judgements, losses, costs, damages or expenses, including reasonable legal fees and related expenses, which in any manner are caused by or arise from your failure to comply with the requirements of the IR35 and/or this clause 15.1.
	2. You must make sure that any income tax, national insurance contributions or other statutory payments relating to everybody employed or engaged to provide the services (for the purpose of this clause 15 the “**employees**”) are deducted and/or paid to the relevant authorities. You must indemnify us against all losses that result from:
		1. any claim or assertion that any employee is or was an employee, servant or worker of ours because they were involved in providing the services; or
		2. anything you, your subcontractors, your employees or your agents do or fail to do relating to any employee.
	3. We may ask you to give us (or anybody else we decide) information we reasonably need about the employment or engagement of the employees. You must provide this within 14 days of us asking. This paragraph does not affect our rights under paragraph 15.5 below. Nothing in this paragraph 15.3 obliges you to provide information that needs to be kept confidential under the Data Protection Legislation, provided you use all reasonable endeavours to meet your obligations under this paragraph, which may include providing information that is anonymous or getting the relevant employee’s permission for you to provide the information.
	4. You must make sure there will be no transfer of employment of any of the employees to us or any person who provides services to us (a “**future service provider**”) after the end of this appointment for any reason or after you stop providing any of the services (directly or indirectly) for any reason. On or before the end of this appointment or when or before you stop providing any of the services (directly or indirectly) for any reason, you must:
		1. make sure all the employees are given work somewhere else in your or your subcontractors’ business; or
		2. dismiss the employees at your expense.
	5. You must indemnify and keep indemnified us (for ourselves and any future service provider) against all losses we or they suffer resulting from:
		1. the operation or alleged operation of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“**TUPE**”) relating to this appointment ending for any reason or stopping any of the services in respect of any employees for any reason;
		2. the transfer under TUPE of any liability to us or a future service provider (as the case may be) in respect of any employee

including without limitation any losses arising in connection with you or your subcontractors employing or ending the employment of any of the employees, or in connection with us or any future service provider ending, or being alleged to have ended, the employment of any of the employees. If we ask you to, you must enter into a deed of indemnity to give any future service provider the same protection we have under this paragraph 15.5.

# Ending this appointment

* 1. In addition to paragraph 1.3, we may end this appointment immediately, by giving you notice in writing, in any of the following circumstances:
		1. If you break any condition in it which you cannot put right or, if you can put right, you do not put right within the time we tell you in writing.
		2. If you fail to fully keep to paragraphs 7, [8](#_bookmark8), [9](#_bookmark9), [10](#_bookmark10) or 11 (this does not affect our right to end this appointment under paragraphs 1.3 or 16.1.1).
		3. If your members or your creditors begin taking (or are entitled to begin taking) formal insolvency proceedings against you under the Insolvency Act 1986 (or any similar law, whether under English law or otherwise), including (but not limited to) administration, liquidation, administrative receivership, receivership, voluntary arrangement, scheme of arrangement, bankruptcy, if you cannot pay your debts under section 123 of the Insolvency Act 1986 or if you obtain a moratorium within the meaning of Part A1 of the Insolvency Act 1986. In this paragraph, if you are a partnership (not a body corporate), ‘you’ means each of the partners personally.
		4. If any distress, execution, sequestration or other legal claim is made or enforced against any part of your assets and is not discharged within 10 working days.
		5. If you stop carrying on your business materially in its current form.
	2. We will not be liable for any losses you suffer as a result of any termination under this clause 16.

# The consequences of ending this appointment

* 1. When this appointment ends for any reason, you must immediately:
		1. do everything necessary to hand over the services to us (or anybody else we decide) as smoothly and efficiently as possible;
		2. do everything necessary to make sure the services continue to be provided to the same standard up to the time this appointment ends;
		3. draw any outstanding work to a close at an appropriate stage (as agreed with us); and
		4. send copies of all relevant records to us (or to anybody else we decide), which will include a data transfer of any documents or records stored on the HighQ site you are maintaining on our behalf.
	2. When this appointment ends for any reason, this will not:
		1. affect any rights or liabilities you or we have before this appointment ends (whether by statute, in contract, tort or otherwise), or prevent you or us taking action to enforce those liabilities or rights;
		2. prevent conditions that expressly or impliedly come into or continue in force when the appointment ends from coming into or continuing in force; or
		3. prevent you or us enforcing the terms of any other contract, or make any other contract illegal or invalid.
	3. At your cost we will give you access, whenever reasonably required, to any records you send us or to anybody else we decide.

# General

* 1. You must immediately tell the Senior Legal Counsel for London and Regional if you receive or become aware of any legal notices relating to the Portfolio.
	2. You must not do, fail to do or allow others under your control to do anything that may damage our or the King’s, The Crown Estate’s or (if applicable) our joint venture partners’ reputation.
	3. If you carry out any work for us which is not included in the services, all relevant conditions of this appointment will apply to that work, unless we agree otherwise in writing.
	4. Nothing in this appointment makes the King or individual Crown Estate Commissioners personally liable.
	5. If you are responsible for doing (or not doing) something under this appointment, you must make sure your employees, agents, subcontractors and any other people or organisations under your control do (or do not do) the same.
	6. Nothing in this appointment is deemed to constitute a partnership, joint venture or a contract of employment between us and anybody else. If the services involve you arranging other people to supply particular services, you must not create any employment contracts between us and them.
	7. If we review, comment on or approve any of the services or this appointment, this does not reduce your liability to us in connection with this appointment. If we do not enforce any condition of this appointment, that condition still applies and we may still enforce it in the future.
	8. If you want to give us notice, you must send it by hand, prepaid recorded delivery or special delivery. If you send it by post, we will be considered to have received it within 72 hours of you posting it. Service of notices by fax is not permitted. The same applies to us if we send notices to you.

# Third Party Rights

Subject to the provisions of Schedule 7 (if applicable), this appointment does not give anybody (except the parties to it) any rights under the Contracts (Rights of Third Parties) Act 1999. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this appointment are not subject to the consent of any other person.

# Assignment

* 1. You must not transfer or subcontract any right or duty under this appointment to anybody else, unless you get our permission in writing. If we give our permission, this will not relieve you of any of your obligations under this appointment and will still be liable to us for everything that person or organisation does or fails to do. We may ask the person or organisation to enter into an agreement directly with us before we give you permission.
	2. We may transfer, novate or otherwise pass any of our rights or responsibilities under this appointment to anybody who carries out any of our functions at the date of this appointment. When we ask, you must sign all documents and do any other things necessary to allow us to do this.

# Interpretation

* 1. If there is any inconsistency between any parts of this appointment, they will take priority in the following order:-
		1. The conditions in the main part of this appointment;
		2. The schedules to this appointment;
		3. Any documents expressly incorporated into this appointment by reference;
	2. In this appointment, the following apply:-
		1. When we refer to laws or acts, this includes:
			1. any changes to or replacements of them; and
			2. any laws, regulations, orders or instruments in force under any of those laws or acts.
		2. This appointment includes the schedules.
		3. When we mention indemnifying anybody against any losses relating to an event or circumstance, this includes indemnifying them (and keeping them indemnified) against all losses made suffered or incurred by that person as a direct or indirect result of, or which would not have happened if it were not for, that event or circumstance.
		4. References to the King include anyone who reigns after Him.
	3. This appointment replaces any previous agreements or arrangements between you and us relating to the services. If we or you want to make changes to this appointment, we must both sign a legal document agreeing to the changes.

# Governing law and jurisdiction

* 1. This appointment, including all disputes about it, shall be governed by and interpreted in accordance with English law.
	2. You and we agree to submit to the exclusive jurisdiction of the English Courts when you or we bring court proceedings against the other.

The **OFFICIAL SEAL** of **THE CROWN** )

**ESTATE COMMISSIONERS** placed here )

was confirmed as authentic by: )

You agree to be bound by the terms and conditions of this appointment by your counter execution of this appointment.

|  |  |  |
| --- | --- | --- |
| Signed as a deed by | ) |  |
| **[TBC]** | ) ………………………………………... |
| acting by two members | ) | Member |
|  | ) |  |
|  | ) ………………………………………... |  |
|  | ) | Member |

# Schedule 1

**Services**

A. Residential Real Estate Work

1. Primary provider of non-contentious real estate management legal work and day-to-day contentious property work generated by the Portfolio. This includes:
	1. acting in relation to sales and purchases (below the cap referred to below) – typically disposals in this Portfolio are by way of the grant of a 125 year lease;
	2. preparation and negotiation of property management documents (e.g. licences to assign/alter/underlet) and (where required) high value short-term residential tenancies;
	3. acting in relation to contentious matters including arrears, possession proceedings, complaints from neighbours etc.
2. Primary provider of day-to-day legal services that are relevant and ancillary to the Portfolio.  For example: construction, planning, tax and advice concerning building safety and related legislation, as it relates to our operational and construction activities for the Portfolio.
3. Working with our in-house property managers in relation to day-to-day property management processes and procedures relevant to the Services and Portfolio.

B. Leasehold Reform Act Work

1. All of the leasehold reform work arising from the Portfolio and our Windsor and Traditional portfolios.
2. For the purpose of this appointment “leasehold reform work” means:
3. freehold and/or extended lease claims by analogy with the Leasehold Reform Act 1967;
4. collective claims by analogy with the Leasehold Reform, Housing and Urban Development Act 1993;
5. new lease claims by analogy with the Leasehold Reform, Housing and Urban Development Act 1993;
6. rights of first refusal by analogy with the provisions of the Landlord and Tenant Act 1987;
7. right to manage claims by analogy with the Commonhold and Leasehold Reform Act 2002; and
8. any other claims of a similar nature within ‘Excepted Areas’ (by reference to our Excepted Areas policy available on our website) and/or under relevant legislation, subject to the exceptions referred to below; and
9. advice generally on the application by analogy of the above statutes,

in each case as amended/supplemented by the Leasehold and Freehold Reform Act 2024.

C. Generic

1. Collaborating with our lawyers appointed for similar services across our other portfolios, on drafting templates/streamlining processes.
2. In carrying out the legal work referred to in sections A and B the advice and documentation must be in compliance with the existing joint venture arrangements of which you are notified. Relevant entity information for existing joint ventures is listed in Schedule 7.
3. Maintenance of our residential property precedents for the Portfolio.

This service will include:

* An initial review of our existing precedents and recommendations for update;
* An annual periodic review;
* Ad hoc updates where required by law / changes in The Crown Estate’s policies.

1. Proactively provide our in-house asset and property management teams with ad hoc training on relevant legal issues and developments, and offer us access to any knowledge resources/newsletters you prepare.
2. Provide to us, during four of the years in your initial five year term (and, if applicable, during one of the two years of your two-year term extension) for four months, a junior solicitor from your Crown Estate team as a secondee to the in-house Legal team at our head office (more details can be found in Schedule 4).
3. Maintenance of an on-line portal (ideally High-Q). This portal will include the following functionality:
* Hosting of deeds (including title, occupational, construction and transactional documents).
* Hosting of up-to-date precedents.
* Hosting copies of The Crown Estate’s supplier policy documents, updated from time to time.
* Hosting copies of completed project documentation.
* Hosting a tracker system for document progression.
* Selective accessibility to The Crown Estate personnel and other service providers.
1. We reserve the right not to instruct you on any matter if we consider that circumstances so require. We do not expect to instruct another firm unless there is a good reason to do so. If we do so, we will tell you, including why we have taken such action (for example, conflicts, specialist work, performance or capacity).
2. Buildings/sites may be added to the Portfolio, e.g. on new acquisitions, and equally buildings may be sold out of the Portfolio.
3. The services exclude the following work, although we may instruct you on this work from time to time:
* Transactions with a capital value in excess of £50 million;
* Development work / high value or sensitive construction projects;
* Strategic advice on health and safety law at an enterprise level e.g. in relation to health and safety issues for working conditions across the whole of The Crown Estate. You may have to provide health & safety legal advice concerning building safety and related legislation, as it relates to our operational and construction activities for the Portfolio.
* Strategic planning legal advice;
* Sensitive/strategic or high value litigation, although we do anticipate ad hoc contentious advice being required.
* Preparing and negotiating short term residential tenancy agreements that are managed by our in-house property managers;
* Work relating to new joint venture arrangements or the variation of existing joint ventures.

You must be familiar with these exclusions and inform us when you consider it necessary to instruct another of our panel firms. We may instruct you on these excluded categories of work if it is beneficial to us to do so.

1. The fees for all work must be in accordance with the mechanisms set out in Schedule 2. If no fee is set out there the fee must be agreed in writing in advance with us. Once a fee has been agreed there can be no additional fee paid without our prior agreement in writing.

1. You must expedite the delivery of legal documentation and in relation to non-transactional instructions you must deliver a swift and efficient turn around in order to assist our decision making. We reserve the right to impose specific service standards (after consulting you) on the delivery of services.

**Schedule 2**

**Your fees**

**[Details of requirements to be included in ITT]**

**Schedule 3**

**Part 1: key personnel at the date of this appointment**

**Your key personnel**

[Insert details]

**Our key personnel**

**Director of Residential (London):**

**Director of Transitional Property Services (Residential):**

**Head of Legal:**

**Senior Legal Counsel (London and Regional):**

**Legal Counsel (London and Regional):**

**Senior Legal Counsel (Windsor/Rural):**

**Legal Counsel (Windsor/Rural):**

**Part 2: managing our relationship/performance**

1. Your responsibilities under this appointment will be carried out or overseen by the following senior personnel:
	1. [X] as client relationship partner with overall responsibility for providing the services. The client relationship partner should be drawn from the most senior level of the law firm (preferably, but not necessarily, real estate/construction). The client relationship partner’s duties include:
		1. Responsibility for being the senior contact for the Head of Legal;
		2. Attending, if required, periodic performance meetings with the Head of Legal and Senior Legal Counsel;
		3. Attending, if invited, our periodic London conference and Panel Forum; and
		4. Endeavouring to resolve any disputes which arise in connection with this appointment.
	2. [X] as operational partner with responsibility for carrying out the services. The operational partner’s duties include:
		1. Responsibility for being the senior contact for the Director of Residential and Senior Legal Counsel;
		2. Recognising that you may be personally inconvenienced, being readily available to us where we reasonably believe the situation merits it;
		3. Monitoring the quality of the work and ensuring that your lawyers receive sufficient training in our standards and policy to ensure quality as a key feature;
		4. Allocating matters according to complexity and relevant experience after an initial assessment of the nature of the transaction and its complexity and urgency;
		5. Monitoring the progression of work and reporting on the progress of work to the client relationship partner, sufficient to keep that person informed and enabled to perform his/her role;
		6. Managing contributions to our legal training program;
		7. Developing and maintaining an awareness of the broader activity of The Crown Estate and a close interest in portfolio business;
		8. Attending performance meetings with the Head of Legal and Senior Legal Counsel; and
		9. Attending periodic meetings with our in-house managing agency team (or, if applicable, external managing agents) and/or project managers and development team.
2. Any changes to these senior personnel must be approved by us, acting reasonably. The senior personnel will have overall responsibility for providing the services, but they can delegate their duties to their key personnel set out in this Schedule.
3. Your will nominate a member of your finance team to act as the key liaison with us for billing related issues. You will inform us as soon as possible of any changes to the nominated member of your finance team.

# Schedule 4

**Procedures**

1. **Transaction Management**
	1. **Giving you instructions**

 You are likely to take instructions on routine matters from our in-house property management team or asset managers in London, or our external LRA consultants for LRA work. When taking instructions from external consultants, you will be expected to exercise judgment as to when you need to check these instructions with the in-house asset/property management teams.

 Generally it will only be necessary to liaise with our in-house legal team in limited circumstances. For example, in relation to risk allocation in precedents, possible conflicts, reputational or vires issues. Occasionally, however, our Senior Legal Counsels and Legal Counsels for the relevant business unit will provide instructions. Major contentious work is closely monitored by the in-house legal team in addition to the commercial teams working on them. It is the responsibility of our panel law firms to keep the in-house legal team fully informed of legal issues arising, as appropriate.

* 1. **Model forms**

We will give you access to our current precedents. You must use these documents (which we may amend or add to from time to time) as a base for all drafts we ask you to produce, subject to your own skill and judgment. If you think we should make changes to any of these documents you should consult the Senior Legal Counsels and Legal Counsels. If you are carrying out work for which there is no model form and you think we could use the document you have prepared, you should agree with us a fee for creating a standard document.

* 1. **Reports on capital transactions / material contracts**

If required, you must give a legal report on the content and terms of the documents for material contracts to our relevant in-house asset management teams or investment advisors instructing you once terms are settled. This should be done before the transactions take place but giving us adequate time to read it. The legal report must be copied to the relevant Senior Legal Counsel and Legal Counsel and must:

1. focus on the commercial implications of the transactions;
2. confirm that the transaction is not *ultra vires* the Crown Estate Act;
3. if applicable, confirm that the transaction corresponds with the relevant Crown Estate committee authorisation and if not how it differs and whether the discrepancy is considered, in your professional opinion, to be material; and
4. to recommend whether or not we go ahead with the transaction, based on the legal documents and your due diligence.

 We can provide example reports to aid in the formatting/presentation.

* 1. **Sending documents to us for signing/sealing**

When you send documents to us for signing/sealing, unless notified otherwise by the in-house legal team or if acting in accordance with any Crown Estate signing/sealing policy provided to you from time to time, you must include a signed transaction authorisation certificate (TAC).

A TAC is an in-house Crown Estate approval form. It provides assurance to our authorized signatories that due process has been followed in the preparation of legal documents and their approval by the business. We will not process documents for signing/sealing until in receipt of a signed TAC.

Our preference is for all signing to be completed by e-signatures using DocuSign, but note that we can only sign Deeds using a seal. In doing so, we prefer the use of ‘Mercury’ signing procedures and/or counterparts to expedite completion.

Save where approved by a member of our legal team, for ‘wet ink’ signatures hard copy engrossments must be sent to us, as opposed to the production by us of engrossments based on documents emailed to us. Our ‘signing days’, when authorized signatories are generally available to sign hard copy documents, are Tuesdays and Thursdays. In exceptional, urgent circumstances, signatories can be available on other working days.

Signatory availability for e-signatures is Monday – Thursday, and we do not generally have the capability to process TACs and signatures on Fridays, save in exceptional, urgent circumstances.

* 1. **Completion statements**

We will give you the format of our standard completion statement. You should produce completion statements for all cases. They should always contain a reasonable narrative and should state the length of the term and the rent (if you are granting a lease).

* 1. **Original / completion documents**

You must send the originals of all completed documents to Agile Data Solutions Limited, Britannia House, Britannia Business Park, Cherry Holt Road, Bourne, Lincolnshire, PE10 9LA (or such other address which we notify in writing) within 10 working days of completing them. At the same time, you must send an electronic copy to the relevant managing agents / project managers and the development team and keep scans of the same in the High-Q site you are maintaining.

If you need any title deeds / original documents to carry out our instructions, you should contact our Records Manager, [*Details provided at ITT stage*].

If we give you a set of title deeds for any property in the Portfolio, you must keep them up to date while this appointment is in force, including any documents you or our managing agents complete that relate to the property in question.

As set-out in Schedule 1, you will maintain a High-Q portal hosting out precedents, completed project documents and relevant practice notes / policies relevant to this appointment.

* 1. **Counsel’s opinions**

You must send the relevant Senior Legal Counsel electronic copies of all counsels’ written opinions that you have asked for on our behalf (plus instructions) within 10 working days of receiving them.

1. **Reporting**
	1. **Reports**

You will produce a report, in an agreed format, which provides an update on all matters. Copies of your monthly reports must be emailed to us/our managing agents in advance of progress meetings. We reserve the right to change the frequency and format of these reports.

* 1. **Asset management progress meetings**

Internal asset management team meetings are held periodically. The operational partner(s) and other appropriate members of your team must attend the meetings if we so request. We reserve the right to change the frequency and format of these meetings. If having progress meetings with our external consultants more often would benefit the services, you should arrange these.

* 1. **Performance meetings**

Periodic meetings will be held to assess your performance and discuss your feedback on us. Your senior personnel will attend.

1. **Fees, invoicing and other financial matters**
	1. **Billing**
		1. You must have a purchase order number before you issue an invoice. We confirm that we will issue purchase orders in a timely manner upon request.
		2. All your invoices must include:
		3. the purchase order number relating to the relevant services;
		4. the time you have spent and the work you have done;
		5. the period the invoice covers;
		6. your invoice number;
		7. your VAT number;
		8. the amount before VAT, the amount of VAT, and the rate of VAT; and
		9. the date (tax point).
		10. Invoices should, if for a joint venture property, be addressed to the correct entity.
		11. You must send all invoices for carrying out the services to invoicing@thecrownestate.co.uk. We do not accept general bills. For general accounting queries please contact our accounts payable team at accountspayable@thecrownestate.co.uk
		12. Hourly rates for portfolio work will only be accepted where we have agreed this basis of billing. Before any work based on any hourly rate is started, a fee quote (or estimate if a quote is not possible) must be agreed by the relevant contact in the development or project management team. If we have agreed fixed or scale fees or a quoted fee for work not included in this appointment, you must not charge us more than the fees we have agreed. In exceptional circumstances, you may write to the Senior Legal Counsel to explain why you will need to charge more. You must do this before you carry out the extra work and you should only carry out the extra work once we have confirmed that the additional charge is agreed.
		13. Invoices are only accepted on completion of work. Where agreed in writing, we may pay an interim bill, subject to prior arrangement. You must issue your invoice within 30 days of completion of a matter. Invoices may be issued after more than 30 days if there is a legitimate factor which causes delay and you have advised us of the delay. We will assume that an invoice is a final invoice unless stated otherwise. If not a final invoice, you must state why not and provide details of further amounts which you intend to bill.
		14. It is anticipated that invoices will be submitted on a monthly basis.
		15. Every month you may give our Head of Legal a statement of all invoices we have not paid and which are more than 30 days old.
	2. **Financial reporting**
		1. For each of our financial years (year end 31 March) you must give to our Head of Legal an annual report containing the information listed below. You must do this by no later than 30 April, unless the we advise otherwise.
* Overall fees billed
* A breakdown of the overall fees to show:
	+ - Fees billed to us
		- Fees billed to third parties
		- (if applicable) fees paid by our managed joint ventures
* The overall discount on your headline hourly rates, expressed as a percentage.
* Work highlights for the year
* Summary of changes to your The Crown Estate team, together with an updated team sheet
* Value add activities (e.g. training/network sessions)
	+ 1. Half way through each of our financial years, if requested, you must give to our Head of Legal a six month report containing the same information which is listed paragraph 3.2.1. You must do this by no later than 30 October.
		2. Upon request you will provide to our finance department a report of the value of work in progress which you have not billed.
	1. **Accounting for money you collect for us**
		1. Our CHAPS payment details are as follows for Crown Estate matters (other than joint ventures and wholly owned subsidiaries listed on Schedule 7).

[Information to be included in final document]

* + 1. To do our VAT accounts we need gross receipts, including lawyers’ and surveyors’ fees recovered from third parties, to come into our account to be dispersed. We will send you a list of VAT elected properties. Our managing agents can usually give you any VAT invoice you need for an elected property.
		2. You must send all money owed to us to our finance department.
		3. You must pay interest on any money owed to us which you keep overnight (or for any longer period) at an interest rate which is higher than that you can get by keeping the money in your client account. We accept that you require reasonable discretion in this respect.
1. **Other activities**

The fees for your services will include, at no extra charge, the activities listed below:

* 1. **Online portal / High Q**

The set-up, hosting and maintenance of the on-line portal referred to in Schedule·1.

* 1. **Secondments[[4]](#footnote-4)**

We expect you to join our secondment programme which we run with all our panel firms. As part of the secondment programme, during four of the years of your initial five-year term (and, if applicable, during one of the years of your two-year extension) a junior solicitor from your Crown Estate team must join our in-house legal team at our head office for four months (at times convenient to us both). We anticipate that the period during which you will be required to provide a secondee is: [dates to be included in final document].

* 1. **Managing agents/solicitors conferences**

Our London team may hold a conference each year with our panel law firms about best practice and other matters relating to our London portfolio. Client and operational partners from our panel law firms are expected to attend.

* 1. **Panel Forum**

We expect you to come to a forum which we may host periodically. The forum is attended by the client and operational partners of all of our panel firms to discuss matters of mutual interest.

* 1. **Networking**

We expect you to be proactive in ensuring that we are aware of your training and networking events.

* 1. **Use of technology**

Where appropriate, we expect you to discuss with us the use of AI and technological solutions which would facilitate our working relationship. Any of our information/documents stored on a platform set up by you must be portable to another service provider/us without unreasonable delay or cost.

* 1. **Sharing information**

You must share legal information with our Legal team and development team free of charge, in the following ways:

* + 1. You must report and interpret any changes in practice in the construction / development market. You must support us to improve our standard documents and procedures and help develop new policies and follow best practice.
		2. You must keep us up to date on relevant changes or possible changes in the law so we can take action as soon as possible to make sure our business adapts to changes.
		3. You must give us brief ad-hoc advice when we ask.
		4. You must contribute to our legal training programme and invite us to yours, and give us and our managing agents / project managers / development team (if they ask and we agree):
* regular know-how bulletins;
* bespoke in-house bulletins; and
* access to a team of professional support lawyers trained to help our Legal team research legal issues.
	1. **Meeting rooms**

You will provide meeting room facilities at your offices, if requested and available.

* 1. **Transaction review**

Once all major matters have completed, we will discuss the benefits of a transaction review to consider lessons learned and best practice.

# Schedule 5

**Objectives in working for The Crown Estate**

You must do the following:

1. Show you are committed to, and act in line with, our core values:
* **Caring.** We look after the world around us and each other. We treat people, places and the environment with care.
* **Together.** We work together and with others to deliver on our purpose. We focus on understanding the real needs of those around us.
* **Creative.** Creativity enables us to unlock new ideas and solve problems. We embrace original thinking and the best ideas.
* **Impactful.** Positive impact and financial performance go hand in hand. We align our actions with our purpose and make a difference.
1. Accept the ambassadorial role performed by our panel of legal firms and commit to representing us in line with our cultural values.
2. Maintain and improve the quality of The Crown Estate by the judicious use of modern, commercial and robust, whilst customer focused, legal documents to follow sound investment principles and meet the needs of the customers using our properties.
3. Work with us to achieve and maintain the best modern working practices and adopt pro-active, solutions based approach to legal issues and to commercial issues with a legal solution. Any advice from you must be clear and concise and written for a commercial rather than a legal reader.
4. Support us in the development and delivery of our mission, corporate [strategy](https://www.thecrownestate.co.uk/about-us/our-strategy) and in particular our [development strategy](https://www.thecrownestate.co.uk/our-business/property-and-places/development).
5. Support the delivery of our net-zero and [sustainability strategies](https://www.thecrownestate.co.uk/sustainability).

# Schedule 6

**Key current policies**

# Panel pack

We may update the panel pack during the term of this appointment.

1. **Sustainability**

[Our sustainability strategy and related policy statements](https://www.thecrownestate.co.uk/sustainability) are on our website.

1. **Customer focus**

Customer service and customer satisfaction sits at the heart of our strategic priorities. As part of our customer engagement strategy, we expect you, as a member of our legal panel, to adopt our approach when providing services to our customers:

**We recognise what matters to customers**

We *empathise* with our customers and want our customers to feel respected and valued. So, we take an interest, invest the time to listen, and think long term. We are open and honest, and keep Customers informed on issues they care about. We act considerately, even if sometimes we cannot do exactly what they want.

**We make ourselves *easy* to deal with**

We want our customers to be able to get things done quickly and simply. So we try to make dealing with us fast and convenient. We make our processes feel as seamless as we can. We strip out unnecessary jargon, rules and obstacles. And we respond swiftly and flexibility.

**We commit to high standards**

We want our customers to feel confident that we offer high quality in everything we do. So we commit to *excellence* in how we do business. We try to be exemplary in the service we provide and in how we manage our property, estates and other assets.

**We drive ourselves to keep doing better**

We want our customers to feel that their experience of dealing with us keeps improving. So we are open minded about new ways of doing things and keen to hear their feedback. And we approach things with an agile and enterprising mindset so that we keep innovating.

Your role, as a member of our legal panel, is essential for us to deliver our business strategy and we hope that you will commit to proactively working with us to deliver this core objective. As a result of the importance that The Crown Estate places on achieving excellence in customer service, we will expect our legal advisers to actively enhance their own performance with our customers by way of development of their own employees.

1. **Freedom of Information Act 2000**

We have taken the following text from our statement on interfacing with all our business partners:

“We appreciate the concern of our business partners about the disclosure of information which they may consider potentially prejudicial to their commercial interests.

It is clear that, as a public authority which is subject to the Act, we have a duty to consider each request for information we receive on its merits. We cannot impose a blanket exemption from disclosure on information of particular types, or from particular sources, which we may hold.

Nevertheless, our business partners may rest assured that we would carefully consider any request for information, and the statutory exemptions which may be relevant to consider in dealing with it. We are fully alive to the need to preserve the integrity of our business relationships with suppliers and others.

It will be our intention, when handling requests for information under the Act, to consult whenever practicable without business partners who might be affected by the disclosure of requested information.

We hope that this gives a degree of reassurance.”

1. **Bribery policy**

The Crown Estate has a zero tolerance approach to bribery. We expect our business partners to be familiar with our policy and to have their own robust anti-bribery policies. Please see our policy for details, which is available on request.

1. **Anti-Slavery**

We expect our business partners to be familiar with our policy and to have their own robust anti-slavery policies. Please see [our policy](https://www.thecrownestate.co.uk/about-us/modern-slavery-and-human-trafficking-statement) for details.

1. **Non-Excepted and Excepted Areas Policies**

The three policies are:

1. Excepted Areas Guide
2. Non-Excepted Guidance
3. Windsor Guidance,

as updated from time to time.

# Schedule 7

# Joints ventures

**London**

*N.B. We have included details of our London joint ventures for completeness. Currently, The Crown Estate owns on a 100% basis the majority of the Portfolio. There are a number of short term residential tenancies within the Regent Street portfolio. There are 5 long leasehold residential interests and a number of short term residential tenancies in the Gateway block. Currently there are no residential interests within St James’s Market.*

**Regent Street**

Regent Street portfolio comprised within the Crown Estate (“**Regent Street**”).

You acknowledge that any instruction relating to Regent Street is given by the Crown Estate Commissioners (“**TCE**”) as manager and freeholder/long leaseholder of Regent Street and with obligations as landlord and manager for the Investor.

Investor - NBIM George 1 Nominee Limited and NBIM George 2 Nominee Limited acting on behalf of NBIM George GP Limited in its capacity as general partner of George Partners LP of Queensbury House, 3 Old Burlington Street, London, W1S 3AE and any new investor who acquires an interest in Regent Street who is notified in writing to you.

*N.B. Regent Street includes:*

12 Sherwood Street, a residential block formerly known as Quadrant 4. The building is let on short term tenancies. The immediate landlord of the residential tenants is TCE Quadrant 4 LP (partnership registration number LP019607) (acting by its general partner TCE Quadrant 4 GP Limited (company number 11417003)) whose principal place of business is at 1 St. James’s Market, London SW1Y 4AH.  TCE Quadrant 4 LP is an English Limited Partnership, being a wholly owned subsidiary of the Crown Estate Commissioners. TCE Quadrant 4 LP has a long lease of 12 Sherwood Street from the Crown Estate Commissioners. Details of the bank account and invoicing details of TCE Quadrant 4 LP will be provided. Tenancies will need to be granted by TCE Quadrant 4 LP.

Morley House, another residential block. The building is let on short term tenancies. The immediate landlord of the residential tenants is TCE Morley House LP (partnership registration number LP021554) (acting by its general partner TCE Morley House GP Limited (company number 13029433)) whose principal place of business is at 1 St. James’s Market, London SW1Y 4AH.  TCE Morley House LP is an English Limited Partnership, being a wholly owned subsidiary of the Crown Estate Commissioners. TCE Morley House LP has a long lease of Morley House from the Crown Estate Commissioners. Details of the bank account and invoicing details of TCE Horley House will be provided. Tenancies will need to be granted by TCE Morley House LP.

**Gateway Block**

St. James’s Gateway (comprising 1 Eagle Place, 210-214 Piccadilly, 18, 19 and 21-23 Jermyn Street, 27 Regent Street and the Clydesdale Bank building) (the “**Gateway Block**”) - Maple Investment, L.P. an English limited partnership (partnership registration number LP014176) whose principal place of business is at 1 St. James’s Market, London, SW1Y 4AH acting by its general partner, Maple Investment GP Limited (company number 7428466) whose registered office is at 1 St. James’s Market, London, SW1Y 4AH.

You shall accept the instructions and directions of Maple Investment, L.P.’s asset manager, Purple Investment Management LLP (“**PIM**”), in relation to the provision of the services and the discharge of its duties under this appointment. You shall be entitled to rely upon an instruction or direction from PIM as if such instruction or direction had been given by Maple Investment, L.P.

**St. James’s Market**

**Phase 1**

1 St. James’s Market: St James’s Market Regent Street LP (partnership registration number LP15491) an English limited partnership whose principal place of business is at 1 St. James’s Market, London, SW1Y 4AH acting by its general partner St James's Market Regent Street GP Limited (company number 8479176) whose registered office is at 1 St. James’s Market, London, SW1Y 4AH; and

2 St. James’s Market: St James’s Market Haymarket LP (partnership registration number LP15492) an English limited partnership whose principal place of business is at 1 St. James’s Market, London, SW1Y 4AH acting by its general partner St James's Market Haymarket GP Limited (company number 8479173) whose registered office is at 1 St. James’s Market, London, SW1Y 4AH (“**SJM Phase 1**”)

You shall accept the instructions and directions of the SJM Phase I partnerships’ asset manager, PIM, in relation to the provision of the services and the discharge of its duties under this appointment. You be entitled to rely upon an instruction or direction from PIM as if such instruction or direction had been given by the relevant partnership.

**Phase 2**

St Albans House, 57-59 Haymarket, Samuel House, 6 St Alban's Street, Cineworld, 62-65 Haymarket, Greener House, 66-68 Haymarket, 14-16 Charles II Street and 13 Charles II Street, St James's Market, London W1 (“**SJM Phase 2**”)

SJM Four (South Block) LP (partnership registration number LP16584) an English limited partnership whose principal place of business is at 1 St. James’s Market, London, SW1Y 4AH acting by its general partner SJM Four (South Block) GP Limited (company number 9512536) whose registered office is at 1 St. James’s Market, London, SW1Y 4AH.

You shall accept the instructions and directions of the SJM Phase 2 partnership’s asset manager, PIM, in relation to the provision of the services and the discharge of its duties under this appointment. You shall be entitled to rely upon an instruction or direction from PIM as if such instruction or direction had been given by the partnership.

**Regional**

*N.B. It is anticipated that residential real estate legal services will be provided by the law firm that holds the Regional mandate. The legal services for the Regional portfolio relate predominantly to commercial real estate work. These Regional joint venture details are set out in case we need to instruct you on a Regional matter during this mandate.*

**Fosse Shopping Park, Blaby, Leicester**

Wexford Retail LP (partnership registration number LP016106) an English limited partnership whose principal place of business is at 1 St James’s Market, London SW1Y 4AH, acting by its general partner, Wexford Retail GP Limited (company number 9114953) whose registered office is at 1 St James’s Market, London SW1Y 4AH.

You shall accept the instructions and directions of the Wexford Retail LP partnership’s asset manager, PIM, in relation to the provision of the services and the discharge of its duties under this appointment. You shall be entitled to rely upon an instruction or direction from PIM as if such instruction or direction had been given by the partnership.

You acknowledge that you shall owe a duty of care to (1) Wexford Retail LP and (2) PIM in respect of the exercise of your duties pursuant to this appointment and it is agreed that Wexford Retail LP and PIM shall have a right of action pursuant to the terms of this appointment, insofar as it applies to Fosse Shopping Park.

**Fosse Park West, Blaby, Leicester**

Fosse Park West LP (partnership registration number LP16537) an English limited partnership whose principal place of business is at 1 St James’s Market, London SW1Y 4AH, acting by its general partner, Fosse Park West GP Limited (company number 9458951) whose registered office is at 1 St James’s Market, London SW1Y 4AH.

You shall accept the instructions and directions of the Fosse Park West LP partnership’s asset manager, PIM, in relation to the provision of the services and the discharge of its duties under this appointment. You shall be entitled to rely upon an instruction or direction from PIM as if such instruction or direction had been given by the partnership.

You acknowledge that you shall owe a duty of care to (1) Fosse Park West LP and (2) PIM in respect of the exercise of your duties pursuant to this appointment and it is agreed that Fosse Park West LP and PIM shall have a right of action pursuant to the terms of this appointment, insofar as it applies to Fosse Park West.

**Rushden Lakes, Northamptonshire**

Shoemaker LP is a wholly owned subsidiary of TCE. It is an English limited partnership (with partnership registration number LP16513) whose principal place of business is at 1 St James’s Market, London SW1Y 4AH, acting by its general partner, Shoemaker GP Limited (company number 09437208) whose registered office is at 1 St James’s Market, London SW1Y 4AH.

You acknowledge that you shall owe a duty of care to Shoemaker LP in respect of the exercise of your duties pursuant to this appointment and it is agreed that Shoemaker LP shall have a right of action pursuant to the terms of this appointment, insofar as it applies to Rushden Lakes.

1. The start date for the appointment may vary slightly, depending on how long the procurement process takes. [↑](#footnote-ref-1)
2. The current version of the panel pack which will be provided for his appointment will simply include an organogram of TCE’s legal team and relevant operational teams. It may be that during the term of this appointment the panel pack is updated to include further information and policies/objectives relating to our relationship. [↑](#footnote-ref-2)
3. Clause 8 caters for the fact that both the law firm and TCE may, separately, from time to time, be the Controller. TCE will accept updates to Clause 8 to reflect the ICO’s clarifications that if specialist service providers are processing personal data in line with their own professional obligations they will always be acting as a controller. [↑](#footnote-ref-3)
4. The provision of the secondees is complementary. The secondee will be required to be on secondment Monday to Friday for a four month period. The secondee observes a blend of home/office working. In addition to junior solicitors, we are happy to host trainees coming towards the end of their training.  [↑](#footnote-ref-4)