

**CONTRACT**

Between

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LAMBETH**

and

**[CONSULTANT]**

**THE CONTRACT**

The Contract shall comprise the following:

**A. The Conditions of Contract comprising:**

1 Appointment

2 Definitions and Interpretations

3 Contract Term

4 The Consultant's Obligations

5 The Consultant’s Representative

6 The Council's Obligations

7 The Council’s Authorised Officer

8 Best Value and Risk Management

9 [Not Used]

10 VAT

11 Confidentiality

12 Indemnity

13 Insurance

14 Conflict of Interest

15 Monitoring of the Contract

16 Termination

17 Termination Consequences

18 Delivery up of Documents on Termination

19 [Not used]

20 Force Majeure

21 Status of the Consultant

22 Variations

23 Data Protection and Freedom of Information

24 Equal Opportunities

25 Policy documents

26 [Not Used]

27 Complaints in Respect of Service Provision

28 Disputes

29 Committee Meetings and other Meetings

30 Local Authority Functions

31 Waiver

32 Supersedes Prior Agreements

33 Entire Contract

34 Notices

35 Joint and Several

36 Assignment and Sub-Contracting

37 Third Parties

38 Governing Law

**B. Schedules to the Contract comprising:**

**Schedule 1 Service Specification and Consultant’s Proposal**

**Schedule 2 Contact details**

**Schedule 3 Pricing Document and Payment Terms**

### CONTRACT FOR PROVISION OF LAND SUPPLY TESTING CONSULTANCY SERVICES

**THIS CONTRACT** is made the day of 2020

**BETWEEN**

1. [CONSULTANT NAME] whose address for service within the jurisdiction of the courts of (England and Wales) is xx (‘the Consultant’)

**AND**

1. The Mayor and Burgesses of the London Borough of Lambeth, Lambeth Town Hall, Brixton Hill, London SW2 1RW (‘the Council’)

(each a ‘Party’ and together ‘the Parties’)

**1 Appointment**

1.1 The Council wishes to commission the Consultant to undertake an assessment of sites in the borough suitable for self-build and custom housebuilding in accordance with the Conditions of Contract, the Service Specification, Schedules and any appendices herewith.

**(CONDITIONS OF CONTRACT)**

**2 Definitions & Interpretations**

2.1 Definitions

Authorised Officer is the officer whose contact details are listed in Schedule 2, or any person whose name has been notified in writing by or on behalf of the Council to the Consultant in accordance with Clause 7

Commencement Date shall be the date the date stated in Clause 3.1 or, if none is stated, the date on which the Consultant first delivers the Services to the Council

Contract means the Contract entered into by the Council and the Consultant embodied in the Conditions of Contract and the Contract Documents

Contract Documents mean the Terms and Conditions of Contract, the tender or invitation for proposal documents, any submissions made by the Consultant, together with the Schedules and any appendices

Contract Standard means such standards as complies in each and every respect with all relevant provisions of the Contract Documents and where to the extent that no criteria are stated in the Contract the standard is to be to the entire satisfaction of the Authorised Officer and in any event to the following standards:

* in a good, safe and efficient manner in accordance with good practice and highest professional standards
* in accordance with all relevant provisions of the Contract Documents
* in accordance with all applicable statutes, statutory instruments, rules, regulations and byelaws

Council means the Council of the Mayor and Burgesses of the London Borough of Lambeth, Lambeth Town Hall, Brixton Hill, London SW2 1RW

Data Protection Legislation means (i) the General Data Protection Regulation (‘GDPR’), (ii) the Law Enforcement Directive and any applicable domestic implementing legislation as amended from time to time, (iii) the Data Protection Act 2018 (“DPA”) (iv) all applicable laws about the processing of personal data and privacy

Employees means directly employed staff and agency and locum staff and any agents of the Consultant

Force majeure means:

* + acts of war
  + acts of God
  + decrees of Government
  + riots
  + civil commotion; and
  + any event or circumstance beyond the control of, or unpreventable by, the affected Party other than any labour dispute between the Consultant and his Employees or the failure to provide the Services by any of the Consultant’s sub-contractors

Pricing Document means the rates and prices submitted by the Consultant for the provision of the Services as set out in Schedule 3

Schedules mean the Schedules and appendices attached to these Conditions

Services means the services required to provide the outcomes set out in the Specification at Schedule 1 and which are to be delivered by the Consultant

Consultant has the same meaning as means [name] and its Employees, agents and sub-contractors

Consultant's Representative means the person who is to represent the Consultant appointed pursuant to Clause 5.1, whose contact details are listed in Schedule 2

Social Value means measures that help to improve the economic, social and environmental well-being of the area in which the Services are delivered

Term means the period the Services shall be provided by the Consultant from the Commencement of the Services to the completion of all work required under the Contract.

Variation has the meaning ascribed to it in Clause 22

* 1. Interpretation

1. Words in the singular include the plural and vice versa;
2. Words in the masculine include words in the feminine and vice versa
3. Words importing individuals shall be treated as importing corporations and vice versa;
4. Headings are for ease of reference only and shall not affect the construction of the Contract; and
5. Reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to such enactment, order, regulation or instrument as amended or re-enacted by any subsequent enactment, order, regulation or instrument;
6. The word ‘including’ shall be understood as meaning ‘including without limitation’.
7. **Contract Term**
   1. The Contract Term (‘Term’) is the period from xx to xx unless either terminated in accordance with this Clause 3 or Clause 16 (Termination) of this Contract or extended by agreement.
   2. The Council may terminate this Contract where any of the grounds listed in Regulation 73(1) of the Public Contracts Regulations 2015, in the reasonable belief of the Authorised Officer, apply to this Contract. In such circumstances the Council may give reasonable notice of termination, and the Parties agree and acknowledge that 30 days’ notice in writing will constitute reasonable notice.
   3. This Contract does not constitute an exclusive agreement between the Parties and the Council shall be entitled to employ other persons to provide similar services to the Services.
8. **The Consultant's Obligations**

4.1 During the Term the Consultant shall devote such of his time attention and abilities to the provision of the Services as required by this Contract.

4.2 The Consultant shall at all times comply with the requirements of the Health and Safety at Work, etc. Act. 1974, the Management of Health and Safety at Work Regulations 1992 (including the provision by the Consultant of a copy of its risk assessment under these Regulations when requested by the Council), and of other Acts, Regulations, Orders or rules of law pertaining to health and safety. The Consultant shall also ensure the health and safety of members of the public, the Council's employees, agents and contractors.

## 4.3 The Council shall own the copyright in all intellectual property that arises or is obtained by or developed by the Consultant in respect of, or in the course of, or in connection with, the Services (“the Intellectual Property Right Work”). In respect of any other intellectual property that the Consultant owns but which is reasonably necessary for the Council to make full use of the report to be delivered under this Contract and the raw data produced under it, the Consultant hereby grants to the Council a royalty-free licence in perpetuity to use and reproduce the relevant intellectual property for all purposes relating to the Services. The Council shall also be entitled to grant sub-licences to others. If requested by the Council the Consultant shall deliver to the Council all documents produced under the Contract. The Consultant shall be entitled to retain a copy of all the documents as required by its insurers. The Consultant shall indemnify the Council against all costs and damages associated with infringements of intellectual property rights in relation to the Services provided by the Consultant.

4.4 The Consultant shall, at all times during the Term, assign to the Services sufficient, qualified and experienced Employees to ensure that the Services are provided in accordance with the Contract Standard.

4.5 The Consultant, upon the formation of the Contract and at all times throughout the Contract Term, warrants and represents to and undertakes with the Council in the terms set out in its proposal.

**5 The Consultant’s Representative**

5.1 The Consultant shall appoint a senior person as a representative empowered to act on behalf of the Consultant for all purposes connected with the Contract.

5.2 The Consultant shall ensure that the Consultant's Representative, or a competent deputy authorised by the Consultant, is contactable and available to meet the Authorised Officer or representatives at all reasonable times.

**6 The Council's Obligations**

6.1 In consideration of the services rendered by the Consultant under this Contract the Council shall pay the Consultant in accordance with the provisions of Schedule 3.

* 1. It is a condition of this Contract that the Council shall pay all properly presented valid invoices within 30 days.

**7 The Council’s Authorised Officer**

7.1 The Authorised Officer shall be the person defined in this Contract and named in Schedule 2 or such other person nominated in writing by the Council from time to time to act in the name of the Council for the purposes of the Contract.

**8 Best Value and Risk Management**

8.1 The Consultant acknowledges that the Council is under a Best Value duty (Local Government Act 1999) to make arrangements for continuous improvement in the way in which its functions are exercised. The Consultant shall at no additional charge provide reasonable assistance to the Council if the Authorised Officer identifies and requests steps which the Consultant may reasonably take in furthering the Council’s discharge of its duties.

8.2 The Consultant agrees to assist the Council in respect of combatting fraud and corruption perpetuated by Employees abusing their position and by others who may attempt to obtain the Council’s assets or services to which they are not entitled. If the Consultant has any suspicions in this regard he should seek advice from the Head of Internal Audit and Counter Fraud, Civic Centre, 6 Brixton Hill London SW2 1EG.

8.3 The Consultant shall have and maintain adequate procedures in place to prevent fraud, bribery, money-laundering and corruption in line with legislation including, but not limited to, the Terrorism Act 2000, the Proceeds of Crime Act 2002, and the Bribery Act 2010.

8.4 The Consultant shall comply with the conditions of employing foreign nationals under the Asylum and Nationality Act 2006.

8.5 Breach of any of Clauses 8.3 and 8.4 will usually constitute a breach incapable of remedy within the meaning of Clause 16.2(a) justifying immediate termination but the Authorised Officer may deem it capable of remedy within his absolute discretion and only if it is lawful to do so.

**9 Not Used**

9.1 Not used.

**10 VAT**

10.1 All sums payable under this Contract unless otherwise stated are exclusive of VAT and other duties or taxes.

**11 Confidentiality**

11.1 The Consultant shall not at any time during or after the Term divulge or allow to be divulged to any person any confidential information relating to the functions or affairs of the Council to a third person.

**12 Indemnity**

12.1 Subject to Clause 12.2 the Consultant shall indemnify and keep indemnified the Council from and against any and all loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Council resulting from a breach of this Contract by the Consultant including but not limited to:

(a) any act, neglect or default of the Consultant or its Employees or agents; and

(b) breaches in respect of any matter arising from the supply of the Services resulting in any successful claim by any third party.

12.2 Subject to Clause 12.3 the Consultant’s aggregate liability under this Contract (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) in respect of any loss of or damage to tangible property (which for the avoidance of doubt includes data) (whether belonging to the other Party or a third party) howsoever caused will be limited to £2,000,000 (£2m), which the Parties agree to be fair and reasonable in the circumstances.

12.3 Neither Party excludes or limits its liability (if any) to the other Party:

1. for breach of its obligations arising under Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;
2. for personal injury or death resulting from its negligence;
3. for any matter for which it would be illegal for it to exclude or to attempt to exclude its liability; or for fraud.

12.4 The Council shall not be liable for any consequential losses including but not exclusively, loss of profit, earning, income, business, goodwill, savings opportunities, reputation or associated costs to the Consultant howsoever caused.

**13 Insurance**

13.1 The Consultant shall maintain at its own cost and for a period of at least 6 years after the end of the Term policies of insurance to cover its liability in respect of any act or default for which it may become liable to indemnify the Council under the terms of this Contract in the following minimum sums:

1. Employers’ liability of £5,000,000 (five million)
2. Public liability of £5,000,000 (five million)
3. Professional indemnity of £2,000,000 (2 million)

13.2 The Consultant warrants and represents that it has the insurances required by Clause 13.1.

**14 Conflict of Interest**

14.1 Upon becoming aware of any possible conflict of interest that may arise between the interest of the Council and any other of the Consultant’s clients, the Consultant shall notify the Authorised Officer immediately and shall take all reasonable steps to remove or avoid the cause of any such conflict to the satisfaction of the Authorised Officer.

**15 Monitoring of the Contract**

15.1 The Consultant shall as soon as reasonably practicable provide the Authorised Officer with any information relating to the carrying out of the Services which the Authorised Officer may reasonably request.

**16 Termination**

16.1 Unless otherwise agreed by the Parties or terminated pursuant to Clause 3.2 or any of the following provisions, the Contract shall expire at the end of the Term specified in Clause 3.1 of this Contract.

16.2 The Council may terminate the Contract with immediate effect if:

(a) The Authorised Officer is of the reasonable opinion that the Consultant has failed to perform the Services specified in the Contract or has failed to do so to the Contract Standard and that such failure is incapable of remedy.

(b) The Consultant has failed to remedy a failure to perform the Services or has failed to remedy a failure to provide the Service to the Contract Standard including the standard required by the Schedules or these conditions of Contract in the time required to remedy such failure as expressed in writing to the Consultant.

(c) the Services have not been provided at the time set out in these Conditions of Contract (including but not limited to Schedule 1), and the Authorised Officer reasonably considers either that time is of the essence or that the nature of the Services justifies termination without affording the Consultant an opportunity to remedy its default.

(d) The Consultant or any employee of the Consultant or any person acting on behalf of the Consultant has:

1. given any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972;
2. at any time during the tendering process (i.e. from the date of the publication of the notice seeking expressions of interest to the date of the award of the Contract), directly or indirectly canvassed any member or official of the Council concerning the acceptance of any proposal in respect of the Contract;
3. directly or indirectly obtained or attempted to obtain information from any member or official of the Council concerning any other proposal submitted by any other person in respect of the formation of the Contract;
4. committed, or attempted to commit, or failed to prevent, any offence under, but not limited to, the Acts of Parliament listed in Clause 8.

(e) The Consultant compounds or arranges with his creditors whilst insolvent or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.

(f) A mortgagor takes possession of the whole or a substantial part of the Consultant’s property or assets or an administrator is appointed to the same.

(g) An order is made, or a resolution passed, for the winding up of the Consultant.

* 1. The Consultant may terminate the Contract if:

1. the Council is in breach of any of its obligations under clauses 6.1 and/or 6.2 but only after first giving the Council a reasonable opportunity to remedy its breach save that nothing in this provision shall relieve the Council of any obligation to pay interest; or
2. the Consultant is professionally obligated to cease acting for the Council.

**17 Termination consequences**

17.1 In the event of the Contract being terminated for any of the reasons contained in Clause 16.2 above the Council will:

(a) cease to be under any obligation to make further payment until the costs, loss and/or damage resulting from or arising out of the termination of the Consultant's engagement shall have been calculated; and

(b) be entitled to employ and pay other persons to provide and complete the provision of the Services or any part thereof; and

(c) be entitled to deduct from any sum or sums that would but for this Clause 17 have been due from the Council to the Consultant under this Contract or any other contract or agreement, or be entitled to recover the same from the Consultant as a debt, together with any consequent loss or damage to the Council. Such loss or damage will include the reasonable costs to the Council of the time spent by its officers in terminating the Contract, and in making alternative arrangements for the provision of the Services or any part thereof.

17.2 The rights of the Council under this Clause 17 are in addition to and without prejudice to any other rights the Council may have against the Consultant.

17.3 In the event that the Consultant terminates the Contract under the provisions of Clause 16.3(a) it shall be entitled to recover its reasonable expenses from the Council of recovering its unpaid invoices.

17.4 In the event that the Consultant terminates the Contract under the provisions of Clause 16.3(b) it shall provide the Council with reasonable assistance at its own cost in implementing an orderly transition to a new Consultant.

17.5 The termination of the Contract, howsoever arising, will be without prejudice to any rights or obligations theretofore accrued or to any provisions which are expressed to be performed after or to survive the termination of this Contract.

**18 Delivery up of documents on termination**

18.1 Subject always to Clause 4.4, the Consultant or his personal representative shall upon the termination of his engagement immediately deliver up to the Council all correspondence documents specification papers and property belonging to the Council which may be in his possession or under his control.

**19 Not Used**

19.1 Not used.

**20 Force Majeure**

20.1 If either Party fails to carry out their respective obligations under this Contract as a result of Force Majeure then that Party shall not be liable under this Contract for such failure provided the affected Party shall have given the other notice that such failure is the result of Force Majeure within 5 business days of such failure occurring.

20.2 If an event of Force Majeure occurs then the Council and the Consultant shall meet to discuss how best to continue to provide the Services until the Force Majeure event ceases, which may include the Council providing the Consultant with assistance, where reasonably practicable.

**21 Status of the Consultant**

21.1 During the Term the Consultant shall be an independent consultant, not an employee of the Council, and the Consultant must not represent to anyone, nor allow any of his Employees to represent to anyone, that they are employees or servants of the Council.

21.2 In such capacity the Consultant shall bear exclusive responsibility for the payment of his national insurance contributions as a self-employed person and for discharge of any income tax and VAT liability arising out of remuneration for his work performed by him under this Contract.

**22 Variations**

22.1 A variation to this Contract (including to the scope and nature of the Services) shall only be valid if it has been agreed in writing and signed by both Parties (‘Variation’).

22.2 The Consultant shall not make a variation or supply services not specified without the written authority of the Authorised Officer.

**23 Data Protection and Freedom of Information**

23.1 The Parties agree that no Personal Data will be processed under this Contract with the exception of limited, non-sensitive Personal Data comprising names, titles and work email addresses and telephone numbers of staff engaged in contract management by the Council and contract delivery by the Consultant. The Parties shall comply with their respective obligations under the Data Protection Legislation.

23.2 The Council has a number of obligations under the Freedom of Information Act 2000 (FOIA) and Environmental Information Regulations (EIR) to provide information of its functions where a person has made a request, unless the FOIA or the EIR exempts the requested information from such provision. The Consultant and his sub-contractors shall co-operate with the Council in respect of any request affecting or related to the provision of the Services by among other things providing written responses to requests as required by the Authorised Officer. The Consultant warrants to use all reasonable endeavours to help the Council meet its obligations under the FOIA and the EIR.

23.3 The Council is obliged by the Local Government Transparency Code issued by the Secretary of State under the Local Government (Transparency Requirements) (England) Regulations 2014 to publish contracts (worth more than £5,000) in their entirety, subject to redaction of commercially sensitive information, confidential information, intellectual property and data protection. The Consultant agrees that the Council may publish this Contract in its entirety and also publish performance data subject to the Council considering and properly applying those qualifications.

**24 Equal Opportunities**

24.1 The Consultant shall use all reasonable endeavours to comply with all statutory provisions, statutory instruments, rules, regulations and bye-laws relating to equality and discrimination including, but not limited to, the Equality Act 2010 and shall take all reasonable steps to ensure that its Employees do not discriminate against any person because of any Protected Characteristic within the meaning of the Equality Act.

**25 Policy documents**

25.1 The Consultant shall ensure that its Employees are fully conversant with and abide by all of the Council’s policies which are relevant to the performance of the Services and which have been brought to its attention including but not limited to Lambeth’s policy on whistleblowing.

**26 Not Used**

26.1 Not used.

**27 Complaints in Respect of Service Provision**

27.1 The Consultant shall deal with any complaints received from whatever source in a prompt, courteous and efficient manner and shall keep a written record of all complaints received and of the action taken in relation to such complaints. Such records shall be kept available for inspection by the Authorised Officer at all reasonable times. The Consultant shall notify the Authorised Officer promptly in writing of all complaints received and of all steps taken or proposed to be taken in response thereto.

**28 Disputes**

28.1 Subject to Clause 28.3 if any dispute or difference arises out of this Contract the Parties shall meet and attempt to resolve all such disputes or differences. If within 30 days such disputes or differences cannot be resolved, then the Parties with the assistance of the Centre for Dispute Resolution seek to resolve the dispute or difference amicably by using an alternative dispute resolution (“ADR”) procedure acceptable to both Parties.

28.2 If either Party fails or refuses to participate in the ADR procedure, or in the event the dispute or difference is not resolved to the satisfaction of both Parties within 30 days after it has arisen, the dispute or difference shall be referred to a sole arbiter appointed under the Rules of the Chartered Institute of Arbitrators.

28.3 Nothing in this Clause 28 (Disputes) shall operate to prevent either Party taking legal action in the courts should they consider that ADR will not adequately protect or vindicate their position.

**29 Committee Meetings and other Meetings**

29.1 The Consultant shall, if requested (and only to the extent reasonable and proportionate), attend Council and committee meetings, meetings of the Executive, meetings with members of task forces and other meetings, including but not limited to Scrutiny Committees. If requested, the Consultant shall supply written reports to whichever of those bodies as requests it. If the Consultant is requested to attend any meeting then at such meeting the Consultant shall answer truthfully and accurately, and produce all relevant material. Such answer shall be, at the election of the committee or other body mentioned in this Clause 29.1, answered either orally at the meeting or at in writing at such a time as may be directed.

**30 Local Authority** **Functions**

30.1 Nothing in this Contract shall prejudice or affect the Council’s rights, powers, duties and obligations in relation to the exercise of its functions as a local authority.

**31 Waiver**

31.1 Failure by either Party to enforce or rely on at any time during or after the Term any one or more of the terms, conditions or warranties of this Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions or rely on any warranties given in this Contract, nor shall such failure create an estoppel.

**30 Supersedes Prior Agreements**

30.1 This Contract supersedes any prior contracts or agreements between the Parties to provide the Services, whether written or oral, and any such prior contracts or agreements are cancelled as at the Commencement Date but without prejudice to any rights that have already accrued to either of the Parties.

**33 Entire Contract**

33.1 Each Party acknowledges that this Contract, its Schedules and any amendments or Variations that may be agreed in writing by both Parties, contains the whole agreement between the Parties relating to the subject matter of the Contract.

**34 Notices**

34.1 Any notice or other communication requiring to be served under or in connection with the Contract shall be in writing and shall be delivered to the registered offices at the addresses stated in the Contract or as otherwise specified in the Contract.

34.2 Any such notice shall be delivered by hand or sent by recorded first class post and shall conclusively be deemed to have been given or received at the time of delivery. The Parties agree that they will simultaneously email any notice given under this Clause 34 to the other Party’s Representative or Authorised Officer, as the case may be.

**35** **Joint and Several**

35.1 Where the Services are being provided by a consortium each and every member of the consortium shall be jointly and severally liable under this Contract.

**36 Assignment and Sub-Contracting**

36.1 The Council shall be entitled to assign the benefit of the Contract or any part thereof and shall give written notice of any assignment to the Consultant.

36.2 The Consultant shall not:

(a) without the written consent of the Authorised Officer, in his absolute discretion and subject to any terms as he may consider desirable assign the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof;

(b) sub-contract the provision of the Services or any part thereof to any person without the prior written consent of the Authorised Officer. Such consent shall be at the discretion of the Authorised Officer and, if given, shall not relieve the Consultant from any liability or obligation under the Contract. The Consultant shall be responsible for the acts, defaults or neglect of any sub-contractor, its employees or agents in all respect as if they were the acts, defaults or neglect of the Consultant.

**37 Third Parties**

37.1 Neither Party intends to confer any right or benefit upon a third party and for the avoidance of doubt, the provisions of the Contract (Rights of Third Parties) Act 1999 are expressly excluded from this Contract.

**38 Governing Law**

38.1 This Contract shall be governed by English law.

|  |  |
| --- | --- |
| **Signed for and on behalf of the Council (1)**  Name:  Position:  Signature: | **Signed for and on behalf of the Consultant**  Director Name:  Position:  Signature: |
| **Signed for and on behalf of the Council (2)**  Name:  Position:  Signature: | **Consultant Director’s signature witnessed by:**  Name:  Signature: |

**SCHEDULE 1**

**SERVICE SPECIFICATION AND CONSULTANT’S PROPOSAL**

# Context

1. Government planning policy requires local planning authorities to maintain a register of those interested in acquiring a plot of land for self-build and custom housebuilding (Self Build and Custom Housebuilding Act 2015 (as amended by the Housing and Planning Act 2016)). Local planning authorities are required to have regard to this demand when carrying out duties of planning, housing, regeneration and land disposal. Local planning authorities are also required to grant permission for enough suitable plots of land to meet demand on the register. Interest in self build and custom housebuilding in Lambeth has been high, with over 800 individuals joining the Self Build register up to October 2019. The number of permissions granted for suitable plots has not been sufficient to meet this demand.
2. Lambeth wishes to be more proactive in providing information to those on the register about suitable sites in order to better meet demand. It is therefore seeking to commission a study to identify a suitable supply of land for self-build and custom housebuilding. Alongside this work, the council will be introducing eligibility criteria (such as a local connection test and/or financial solvency test) and charging applicants to join the register.
3. The council is also in the process of preparing a Site Allocations DPD (SA DPD) for the borough. The SADPD will form part of the statutory development plan and, following adoption, will be used to determine planning proposals on each relevant site. The DPD will introduce new site allocations to replace those currently contained within the forthcoming Revised Local Plan, which is anticipated for adoption in late 2020/21. Sites which are found to be suitable for self build will be considered for inclusion in the Site Allocation DPD. This study will form part of SA DPD evidence base to support the allocation of any sites for self build and custom build housebuilding.
4. The Draft Revised Lambeth Local Plan is currently undergoing examination. This includes a policy which supports self-build and custom-build housing where it can be demonstrated that the residential density of the site has been optimised and other policy requirements have been met.
5. The Council wishes to procure consultants with specialisms in land supply testing to identify sites in the borough that are suitable and available for self-build and custom housebuilding. This will broadly involve:

* Utilising appropriate criteria to identify a list of sites that are suitable and available for self-build and custom housebuilding developed from a long list of predominantly council-owned sites.
* Advising on whether to promote sites through Site Allocation process or other means.

# APPROACH TO THE COMMISSION

1. The objective of this commission is to identify sites suitable for self build and custom housebuilding in Lambeth. This study will involve specifying and applying a methodology to analyse a long list of eligible sites which must be suitable and available. The Council will provide the appointed consultants with a long list of sites including sites in public ownership (predominantly council-owned sites). This list will include up to 50 sites. Suitability and availability should be assessed with regards national planning policy and guidance.
2. The study should provide advice on how sites should be promoted ie whether suitable for allocation through the SA DPD or promoted through other means. The study should also reflect the council’s work to introduce eligibility criteria and fees for those wishing to join the self build register.

# SCHEDULE AND REQUIREMENTS (SPECIFICATION)

1. In carrying out the work consultants will need to:

* Identify and agree with Council officers the methodology for the site search and assessment for the self-build and custom housebuilding land supply assessment.
* Identify and agree with Council officers a set of criteria to apply to the assessment of potential sites for self build and custom housebuilding. These must as a minimum comply with any government guidance and existing planning policy. If weighting is to be applied to criteria they should be agreed with Council officers early on. Apply the agreed criteria to each site and produce an appraisal matrix.
* Provide recommendations in a final report on sites that are suitable and available for self build and custom housebuilding available and whether sites should be allocated or promoted through other means.

1. The study output must provide a robust, credible and up to date evidence base to support the inclusion of sites in the Site Allocations DPD which will meet the tests of soundness as examination and withstand legal challenge. This will involve demonstrating that the requirements of national planning policy and legislation have been met. It is expected that the main project deliverables will be a final report containing the following:
2. commentary on relevant issues relating to custom and self-build opportunities within the borough
3. a summary of the objectives
4. the methodology adopted
5. main findings of the assessment process
6. key recommendations relating to the sites with potential for custom and self-build housing from sites within the borough including their suitability for allocation within the SA DPD and a broad indication of the housing potential for each site identified
7. The final report should be supplied as a Word version and a PDF version for internet distribution and placing on Council website. Figures and images in final report to be flattened in size in order to be as web-friendly as possible, whilst remaining legible.. Text in all outputs should be illustrated with easy to read diagrams and plans as appropriate. The document must be clear, concise and easy to read.
8. All raw data should also be provided to the council in an appropriate format such as Excel document and/or GIS shapefiles. All outputs from the study will be the property of the Council. It is expected that the Consultant will ensure confidentiality of the emerging findings during the course of the study.
9. Subject to clarification at the inception meeting, outputs for costing purposes will be as follows:

* Attendance of key consultants at an inception meeting, presentation of draft report to an officer meeting, and further meetings, as required.
* A draft report setting out methodology and initial assessment of sites
* A final report including the full and detailed assessment and recommendations for the Council about how to promote suitable sites, taking account of feedback received on the draft report.
* A GIS dataset of site boundaries, details and final conclusions of study
* An Excel dataset site details and final conclusions of study

**SCHEDULE 2**

**CONTACT DETAILS**

The Consultant’s Representative:

For general queries in the absence of the named officer:

The Council’s Authorised Officer shall be: Amy Tanner ([atanner@lambeth.gov.uk](mailto:atanner@lambeth.gov.uk) )

For general queries in absence of the named officer. Gudrun Andrews ([gandrews@lambeth.gov.uk](mailto:gandrews@lambeth.gov.uk))

**SCHEDULE 3**

**PRICING DOCUMENT AND PAYMENT TERMS**

**PRICING**

[INSERT PRICING]

**PAYMENT TERMS**

1. The Council operates an electronic only policy for issuing Purchase Orders and receiving invoices from consultants and contractors through an internet portal managed in partnership with the Council by a third-party provider.

2. The electronic portal is offered free of charge to consultants and contractors. The Council will direct the third-party partner to make contact with the Consultant in order to create an account within the electronic portal to enable them to invoice the Council.

1. The Consultant will be able to view its Purchase Orders and the status of its invoices within the electronic portal in real time.

4 Both the Council and the Consultant shall adhere to the following procedure in respect of invoicing and payments in respect of the Services:

(a) The Consultant shall submit to the Council each month (or as otherwise agreed by the Parties in writing) an invoice, by electronic means through the portal only setting out the sums for each type of work together with a record detailing the work carried out, in accordance with the prices tendered and;

(b) Once the Council agrees the details of the electronic invoice and the work record it will arrange payment, which will be made within 30 days of invoice date unless disputed by the Council.

(c) Where the Council disputes the amounts entered on an invoice the parties shall discuss the differences and the Consultant shall submit such further information as required by the Council to verify the invoice sum.

(d) Once agreed, the Consultant shall submit a corrected Invoice as agreed pursuant to Clause 4(a), above.

1. Invoices submitted via the internet portal shall be deemed to have been received on the next working day from the date of transmission.
2. Invoices submitted by any other means shall be deemed to have been received only once those invoices reach the appropriate payment officer within the Council.