

**PROPERTY PANEL**  
**OJEU Ref 2013/S 235-408288**  
**APPOINTMENT OF CONSULTANT**

**INSTRUCTION**

<b>Date</b>	<b>5 June 2018</b>	<b>Ministry of Housing, Communities and Local Government Reference Number</b>	<b>CPD/004/119/027</b> To be quoted on all correspondence relating to this Instruction
-------------	--------------------	---	---

The Consultant entered into a contract dated **5 June 2018** with the Agency whereby it was appointed as a consultant on the Property Panel (the "Framework Contract").

The Ministry of Housing, Communities and Local Government (MHCLG) and the Royal Borough of Kensington and Chelsea (RBKC) are a Public Sector Body under the Framework Contract.

The Public Sector Body and the Consultant acknowledge and agree that this document is to be treated as an "Instruction" from the Public Sector Body under and for the purposes of the Framework Contract.

The Consultant agrees to supply to the Public Sector Body the Services specified below on and subject to the terms and conditions of this Instruction and the Framework Contract.

Unless otherwise defined in this Instruction, terms used in this Instruction shall have the meaning given to them in the Framework Contract.

**The Employer**

The Ministry of Housing, Communities and Local Government (MHCLG) is the Public Sector Body.

The supplier acknowledges that in performing their services they owe a duty of care to RBKC for the delivery of work outlined in Section 2 and clauses 2, 6, 7, 18, 19, 27, 32 and 38 of the Framework Contract will be read accordingly.

In so far as they relate to the appointment of the Consultant to provide the Services all references to the Agency in the Framework Contract shall also be deemed to be references to the Public Sector Body for the purposes of the Instructions and the Framework Contract.

## PUBLIC SECTOR BODY DETAILS

<b>Public Body</b>	<b>Sector</b>	The Ministry of Housing, Communities and Local Government (MHCLG) and The Royal Borough of Kensington and Chelsea (RBKC)
<b>Public Body's Address</b>		MHCLG: Fry Building, 2 Marsham Street, London, SW1P 4DF RBKC: Town Hall, Hornton Street, W8 7NX
<b>Invoice Address</b>		CP2P Team, MHCLG, 4th Floor, High Trees, Hillfield Road, Hemel Hempstead, HP2 4XN
<b>Contract Manager:</b>	<b>Name:</b> <b>Address:</b> <b>Phone:</b> <b>e-mail:</b>	<b>REDACTED</b> Town Hall, Hornton Street, W8 7NX <b>REDACTED</b> <b>REDACTED</b>

## CONSULTANT DETAILS

<b>Consultant</b>	<b>Lambert Smith Hampton ("Consultant")</b>
<b>Consultant's Address</b>	UK House 180 Oxford Street, London W1D 1NN
<b>Contact:</b>	<b>Name:</b> <b>REDACTED</b> <b>Address:</b> <b>UK House 180 Oxford Street, London W1D 1NN</b> <b>Phone:</b> <b>REDACTED</b> <b>e-mail:</b> <b>REDACTED</b>

## **1. INSTRUCTION PERIOD**

### **1.1 Commencement Date**

This Instruction shall commence on: **5 June 2018**

### **1.2 Instruction Period**

The instruction will be for a period of 3 weeks, expiring on **22 June 2018**. The Public Sector Body reserves the right to extend the Instruction Period for a further period of up to 2 weeks.

## **2. SERVICES REQUIREMENTS**

The following Services shall be provided:

### **2.1 Introduction**

The Consultant will provide building surveyor resource to the Royal Borough of Kensington and Chelsea (RBKC) to support the RBKC programme of making available acquired properties to former Grenfell residents of RBKC.

### **2.2 Background**

RBKC have acquired 307 properties to make available to former Grenfell residents. Mitie have taken on improvement works to the majority of these properties and are prioritising works to those buildings that have been accepted by residents.

There is a need for building surveyor resource to ensure the delivery and handover of properties happens to time and quality.

MHCLG has agreed to fund this resource to RBKC to carry out works to this end.

### **2.3 Objectives**

The surveyors will perform the general surveying duties that are necessary to RBKC for the handover of properties for former Grenfell residents.

The resource will need to be flexible and reactive to deal with issues that arise.

### **2.4 Scope**

The scope of work is focussed on the investment programme on acquired properties. 153 properties are included although the immediate focus is on handover and compliance of 52 properties.

The surveyors will work out of the RBKC office and carry out site visits as necessary

## 2.5 Key Dates

The surveyors will start on Tuesday 5 June and work until Friday 22 June.

## 2.6 Contract Management Arrangements

The surveyors will be managed by RBKC. RBKC will provide updates to MHCLG on a weekly basis.

## 3. DELIVERABLES

3.1 RBKC will determine the deliverables for the surveyors in line with the focus on the handover of properties for former Grenfell residents.

## 4. RESOURCES

### 4.1 Staff of the Consultant to be involved in the provision of the Services

The following people will deliver the Services:

<u>Name</u>	<u>Title/Role</u>
REDACTED	Building Surveyor
REDACTED	Building Surveyor
REDACTED	Building Surveyor
REDACTED	Director

### 4.2 Resource Schedule

REDACTED	14 days
REDACTED	14 days
REDACTED	14 days
REDACTED	3 days

### 4.3 Sub-contractors to be involved in the provision of the Services

None.

*(See clause 31 of the Framework Contract)*

## 5. PROGRAMME

Not used.

## 6. FEE

### 6.1 LUMP SUM FIXED

Not used.

### 6.2 FEE PROPOSAL

A maximum budget of £40,000 has been calculated in line with the prevailing rates under the Homes England Property Panel. The Consultant will work on a time charge basis, keeping a record of the number of days worked by each surveyor (to be submitted with invoices) up to the maximum budget of £40,000. The Consultant will not exceed the maximum budget without prior written agreement from MHCLG.

REDACTED	Building Surveyor	REDACTED
REDACTED	Building Surveyor	REDACTED
REDACTED	Building Surveyor	REDACTED
REDACTED	Director	REDACTED

## 7. INVOICING AND PAYMENT

7.1 Invoices in respect of the Instruction will only be processed for payment where:

- (a) they are for the current Instruction;
- (b) MHCLG's Purchase Order Number is quoted on the invoice;
- (c) invoiced in accordance with Schedule 2 of the Framework Contract; and
- (d) the invoice is addressed to the CP2P Team.

7.2 Payment will be made to the Consultant by the Ministry of Housing, Communities and Local Government.

**BY SIGNING AND RETURNING THIS INSTRUCTION THE CONSULTANT AGREES**

it is entering into a legally binding contract for the Consultant's appointment (the "Consultant Appointment Contract") with the Public Sector Body to provide the Services. The Consultant Appointment Contract incorporates and is subject to all of the terms and conditions contained in the Framework Contract as may be varied and/or amended by the other provisions of this Instruction. If there is any inconsistency between any of the provisions of this Instruction and the provisions of the Framework Contract, the provisions of this Instruction shall prevail).

The Consultant and the Public Sector Body hereby acknowledge and agree that they have read this Instruction and the Framework Contract and by signing below agree to be bound by the terms of this Consultant Appointment Contract from the date appearing at the start of this Instruction.

**For and on behalf of the Consultant:**

Name and Title	
Signature	

**For and on behalf of the Public Sector Body:**

Name and Title	
Signature	