



Crown  
Commercial  
Service

# **RM6168: Estate Management Services Order Form Template**

### **Guidance:**

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract from as outlined in section 4.3 of Framework Schedule 1 and Annex A of Framework Schedule 1 only.

You can complete and execute a Call-Off Contract by using an equivalent document or electronic purchase order system. If an electronic purchasing system is used, the text below must be copied into the electronic order form.

You must complete Part 1 of the Order Form Template to provide the information needed to populate a Call-Off Contract. Part 2 of the Order Form Template incorporates documents into the Call-Off Contract to create a complete set of terms. Part 2 also makes choices for some elections which are required to create a complete set of terms in a way that CCS expects to be most appropriate for Call-Off Contracts created using this Order Form.

If you want to add or amend any aspect of any of the terms or elections incorporated into the Call-Off Contract by Part 2 of this Order Form, you must use the box below marked "Call-Off Special Terms". Call-Off Special Terms rank ahead of the incorporated terms and elections.

## **Order Form Template**

This Order Form is for direct awards for the provision of the Deliverables which form part Framework Contract RM6168:

### **Part 1: Buyer and Supplier to complete**

<b>Buyer Name</b>	UK Health Security Agency
<b>Buyer Contact</b>	
<b>Buyer Address</b>	Nobel House 17 Smith Square London SW1P 3HX
<b>Invoice Address (if different)</b>	UKHSA ACCOUNTS PAYABLE TEAM MANOR FARM ROAD PORTON DOWN SALISBURY SP4 0JG
<b>Buyer's Authorised Representative</b>	

<b>Supplier Name</b>	Cushman & Wakefield Debenham Tie Leung Limited
<b>Supplier Contact</b>	
<b>Supplier Address</b>	125 Old Broad Street, London EC2N 1AR
<b>Registration Number:</b>	FRN: 477013
<b>DUNS Number</b>	
<b>SID4GOV ID</b>	
<b>Payment Method</b>	Payment terms 30 days from invoice in arrears.
<b>Supplier's Authorised Representative</b>	
<b>Supplier's Contract Manager</b>	

<b>Commercially Sensitive Information</b>	For information: Newcastle Upon Tyne Hospitals (NUTH) are the tenant in the lease with Langley Holdings (the Landlord). UKHSA are responsible for stranded costs agreed with NUTH as part of decommissioning of the ICHNE laboratory Baltic Units I,J, D.
---	--

<b>Framework Ref</b>	RM6168
<b>Call-Off Lot</b>	Lot 3: Agency and Lease Management
<b>Estate Management Services</b>	Dilapidations – Stage 2 – Buyer is the Tenant, negotiating reduction.
<b>Call-Off (Order) Ref</b>	From 8 March 2023
<b>Call-Off (Order) Date</b>	03 February 2023
<b>Call-Off Charges</b>	

<b>Reduction achieved from total assessed liability (Incl. Loss of Rent, Service Charge, Rates &amp; Insurance Premiums.)</b>	<b>% Fee (Tranche fee)</b>

<b>Call-Off Start Date</b>	8 March 2023
<b>Call-Off Expiry Date</b>	24 December 2025
<b>Extension Period</b>	N/a
<b>Maximum Liability</b>	<p>The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms subject to the following amendment:</p> <p>“Notwithstanding anything to the contrary contained in Clause 11.2 the total aggregate liability of the Supplier arising under or in connection with this Call-off Contract shall be limited to five (5) times the Fees paid or payable by or on behalf of the Buyer to the Supplier in relation to the Call-Off Contract.”</p>
<b>Progress Report Frequency</b>	As required following any engagement with either the Trust or Landlord.
<b>Progress Meeting Frequency</b>	As required.

## CALL-OFF INCORPORATED TERMS

The documents listed in Part 2 of the Order Form under the heading "Call-Off Incorporated Terms" are incorporated into this Call-Off Contract and the order of precedence listed. Where numbers are missing those schedules are not incorporated into the Call-Off Contract.

No other Supplier terms are part of the Call-Off Contract. This includes any terms that have either been written on the back of, or added to, this Order Form, or presented to the Buyer at the time of Delivery.

## DELIVERABLES

The requirement
<p><b>Property Details:</b></p> <p>Units D, I &amp; J Baltic Park, Salt meadows Road, Gateshead NE8 3DA ("Property") The Property comprises 3 industrial units with a combined GIA of 60,475sqft. The units have been fitted out/utilized by the Tenant as follows: Unit D – Storage – 3,975sqft Unit I - Diagnostic Laboratory – 48,500sqft Unit J – Support Facilities &amp; Storage – 8,000sqft</p> <p><b>Purpose of Service:</b></p> <p>Advisory Services in the negotiation of a dilapidations claims on behalf of the Buyer, in accordance with the terms of the 2 leases dated 11 December 2020 between Langley Property Holdings and Newcastle upon Tyne Hospitals NHS Foundation Trust.</p> <p><b>Scope of Services:</b></p> <p>Acting for the Buyer as Adviser &amp; Negotiator C&amp;W will:</p> <ol style="list-style-type: none"><li>1. if available, review and comment on the schedules of dilapidations ("Dilapidations Schedules") prepared by the Landlord's surveyor;</li><li>2. where necessary, recommend that the Buyer engages specialist consultants to prepare specialist reports for defending a Dilapidations Schedule;</li><li>3. where instructed by the Buyer, negotiate the settlement of the dilapidations claim;</li><li>4. where instructed by the Buyer, provide assistance to the Buyer's legal adviser should legal proceedings or works (under the Dilapidations Schedule) be commenced by the Landlord; and</li><li>5. advise the Buyer on the progress of the dilapidation claim and settlement proposals.</li></ol>

The Buyer authorises C&W to act on its behalf until such time as a mutually acceptable agreement has been provisionally reached with C&W's counter-party and recommended to the Buyer.

**Specialist Consultants:**

C&W has not included for a specialist inspection of the Mechanical, Electrical & Public Health ("MEP") services installations. General Building Surveyors' comments only upon the general nature of the installations will be included in the Report.

In circumstances where C&W recommend that additional specialist consultants (such as Phase 1 Environmental Audit/Assessment or Cladding Specialists) are required, these shall be appointed directly by the Buyer.

**Basis of Appointment:**

The Services will be performed in accordance with the latest version of the Property Litigation Association Dilapidations Protocol and the latest RICS Guidance Note: Dilapidations in England and Wales.

**1. Lease Documentation Provided**

In preparing its advice, C&W will rely only on the lease and other relevant information provided by the Client and will assume that there are no other outstanding documents. C&W takes no responsibility where the content of missing or delayed documents conflicts with the assessment. Should further relevant documentation become available, C&W may be required to amend or refine its advice to the Client.

C&W also assumes that all lease and licence documentation will be provided in English. Where translation services are required, these services will be charged at cost and payable by the Client in addition to the Fees outlined above.

If C&W provides comments on lease terms, its advice should not be considered a substitute for referring to the relevant documents for full provisions made.

**2. Budget Costs**

C&W's advice has been priced using industry-recognised price books and cost information and from experience of relevant and recent tender price information (on projects of a similar nature and size to the Property). Actual costs may vary upon specifying, tendering and undertaking the dilapidations works.

In addition to the cost of the individual items, C&W will make a reasonable allowance for contractor's preliminaries, access, overheads and profit.

C&W may be required to include provisional sums for elements such as mechanical and electrical installations where dilapidations works cannot be fully quantified without appropriate access and before testing.

It is not unusual to also expect a contingency sum to be added to project costs, in order to allow for any unforeseen works. However, C&W will not make an allowance for this, unless otherwise agreed.

C&W will not make allowance for the removal of existing furniture, including tables, chairs, storage cabinets and the like, as it is assumed that these will have been removed prior to the termination date, unless otherwise agreed.

In addition to the cost of the dilapidations works, C&W will make a reasonable allowance for professional fees for administering the contract and, if appropriate, acting as the Construction, Design and Management advisor.

C&W will make a reasonable allowance for professional fees associated with the preparation of a Dilapidations Notice, subsequent negotiation, and legal fees for service of the claim, if appropriate and recoverable under the terms of the lease.

Unless otherwise agreed, C&W will calculate consequential costs such as loss of rent and service charge not only for the estimated period of works on-site but also whilst specifications are drawn

up, tenders received, reported upon, and the contractor's lead-in period. C&W will not allow for any marketing period.

Whether or not the landlord can recover VAT incurred by it from HM Revenue and Customs ("HMRC") shall depend upon its own tax position and the nature of the Property.

Where the landlord or the Property is VAT registered, VAT is excluded from the claim. However, where the landlord is not VAT registered and is therefore unable to recover VAT on costs incurred, a sum equivalent to Value Added Tax is included for in the claim.

#### **Brexit**

The UK has left the European Union. A trade deal between the UK and EU came into force on 1st January 2021. The rules and regulations of the new trade deal are now being applied and are leading to import implications, material shortages as well as creating pressure on labour availability. The upward inflationary pressure on material and labour costs has become more challenging to predict and is likely to continue.

Our cost advice is based upon pricing levels that are current at the time of reporting and does not seek to forecast or take account of any further potential adverse impacts resulting from leaving the EU. For cost forecasting purposes, we include inflation based upon the BCIS All-in Tender Price Index as the date of this report, however we make no representation or warranty as to the accuracy of such a forecast and the differences between forecasts and actual results may be material. We are currently advising clients to also include a short term inflation provision for any construction works.

#### **Covid-19**

The outbreak of the Novel Coronavirus (COVID-19), declared by the World Health Organisation as a Global Pandemic on the 11th March 2020, has led to a period of uncertainty surrounding its impact on construction activities, costs and material availability. The government has outlined their 'Living with Covid' plan and Government Policy may be subject to further change. Current material shortages and a reduced on-site labour force is now creating upward inflationary pressure on construction costs and this situation has become challenging to predict.

Our cost advice is based upon pricing levels that are available as the date of this report and does not take into account of any potential future adverse impact of the pandemic. Consequently, we are currently advising that clients include a short term contingency budget for inflation and/or delay provision for any construction works.

#### **Inflationary Provision**

The construction industry is currently experiencing inflationary pressures as an increase in demand for construction projects is reflected with an increase in tender activity. Over the last two years, global uncertainty has exposed the weaknesses within material supply chains that are based on lowest cost and just in time efficiency. The recent geopolitical dynamics have led to commodity prices experiencing cost inflation especially for gas and oil and also a reduction in the supply of vital construction materials. This reduction in the supply of commodities and materials has added cost inflation of construction works. Further labour cost inflationary pressures are being experienced as the UK Government's infrastructure and levelling up agendas add to the increase in the demand for new construction projects, creating additional pressure on workforce resources. Our cost advice is based upon pricing levels that are available as the date of this report and does not take into account of any potential future adverse impact of the current inflationary pressures or any potential future impact of the crisis in Ukraine. Consequently, we are advising that clients include a short term contingency budget for inflation and/or delay provision for any construction works, taking into consideration current construction price inflation and the crisis in Ukraine.

### **3. Break Clauses**

When acting for the Client, in respect of a conditional break of a lease, C&W advises that legal advice is sought to clarify the action(s) necessary to satisfy the break clause. On receipt of legal advice, C&W will assist in agreeing the strategy for dealing with the break clause. Upon instructions to do so, C&W will suggest a scheme of works to be undertaken prior to the break date (assuming that there is sufficient unexpired term remaining) in an attempt to satisfy the pre-conditions. However, C&W cannot guarantee that the Client will successfully break the lease.

## PERFORMANCE OF THE DELIVERABLES

<b>Key Staff</b>
<b>Key Subcontractors</b>
N/A

## CALL-OFF SPECIAL TERMS

<b>Call-Off Special Term 1</b>
A NEW clause 27.6 is inserted as follows:  “27.6 Nothing in this clause 27 or the Call-Off Contract as a whole, shall require the Supplier to waive any form of legal privilege which it is entitled to assert and maintain or provide any details which it is prohibited from providing as a matter of law, regulation, or at the direction or request of any government, regulatory or other investigative body.”

<b>Call-Off Special Term 2</b>
N/A

<b>Call-Off Special Term 3</b>
N/A

<b>For and behalf of the Supplier:</b>	<b>For and behalf of the Contracting Authority:</b>



## **Part 2 – Other Applicable Terms**

### **CALL-OFF INCORPORATED TERMS**

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms.
2. Joint Schedule 1 (Definitions and Interpretation) RM6168
3. CCS Core Terms (version 3.0.10)

Both Joint Schedule 1 (Definitions and Interpretation) and CCS Core Terms are embedded below. They are current as per the Framework RM6168 Estate Management.



RM6168-Joint-Schedule-1-Definitions-RM6168



RM6168-Core-Terms-v3.0.10.odt

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

### **REIMBURSABLE EXPENSES**

None

### **SERVICE CREDITS**

Not applicable

### **ADDITIONAL INSURANCES**

Not applicable

### **SOCIAL VALUE COMMITMENT**

Not applicable