

This document is executed as a deed and is delivered and takes effect  
at the date written at the beginning of it



<b>Framework:</b>	<b>Collaborative Delivery Framework</b>
<b>Supplier:</b>	<b>Jeremy Benn Associates Ltd</b>
<b>Company Number:</b>	<b>03246693</b>
<b>Geographical Area:</b>	<b>South East</b>
<b>Contract Name:</b>	<b>Pevensey Bay to Eastbourne Coastal Management Scheme</b>
<b>Project Number:</b>	<b>ENV0002750C</b>
<b>Contract Type:</b>	<b>Professional Service Contract</b>
<b>Option:</b>	<b>Option C</b>
<b>Contract Number:</b>	<b>C28912</b>
<b>Stage:</b>	<b>OBC_to_FBC</b>

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework  
CONTRACT DATA

Project Name Peverney Bay to Eastbourne Coastal Management Scheme Phase 1 Detailed Design

Project Number ENV0002750C

This contract is made on 03 June 2025 between the Client and the Consultant

• This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st day of April 2019 and Framework Agreement Extension dated 1st April 2023 between the Client and the Consultant in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference

• Schedules 1 to 23 inclusive of the Framework schedules are relied upon within this contract.

• The following documents are incorporated into this contract by reference  
ENV0002750C-EANC-00-00-S0-PM-Q0300\_1-A1-5-Q0300-EA3-L003-FSC Detailed Design FNC Scope

Part One - Data provided by the Client  
Statements given in all Contracts

1 General The conditions of contract are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the RSC Professional Service Contract June 2017.

Main Option Option C Option for resolving and avoiding disputes W2

Secondary Options

X2: Changes in the law  
X5: Successful Completion  
X7: Delay damages  
X9: Transfer of rights  
X10: Information redaction  
X11: Termination by the Client  
X18: Limitation of liability  
X20: Key Performance Indicators  
Y(UK)1: Project Bank Account  
Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996  
Y(UK)3: The Contracts (Rights of Third Parties) Act 1999  
Z: Additional conditions of contract

The service is The Consultant is required to deliver detailed design and support the Client with the Financial and Economic cases of the Full Business Case (FBC) for the Phase 1 project of Peverney Bay to Eastbourne (Pevern) Coastal Management Programme

The Client is Environment Agency

Address for communications Horizon House  
Queens Road  
Bristol  
BS1 5AH

Address for electronic communications

The Service Manager is Maria Frobberg  
Address for communications Environment Agency  
Guldbourne House  
Chiswick Road  
Uxbridge  
UB8 3LJ

Address for electronic communications

The Scope is ENV0002750C-EANC-00-00-S0-PM-Q0300\_1-A1-5-Q0300-EA3-L003-FSC Detailed Design FNC Scope

The language of the contract is English

The law of the contract is the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

The period for reply is 2 weeks

The period for retention is 12 years following Completion or earlier termination

The following matters will be included in the Early Warning Register

Early warning meetings are to be held at intervals no longer than 2 weeks

2 The Consultant's main responsibilities

The key dates and conditions to be met are conditions to be met

'none set' Not Used

'none set' Not Used

'none set' Not Used

The Consultant prepares forecasts of the total Defined Cost plus Fee and expenses at intervals no longer than 4 weeks

3 Time

The starting date is 02 June 2025

The Client provides access to the following persons, places and things access

FastDraft 02 June 2025

Auto 02 June 2025

Co-Space 02 June 2025

The Consultant submits revised programmes at intervals no longer than 4 weeks

The completion date for the whole of the service is 27 October 2027

The period after the Contract Date within which the Consultant is to submit a first programme for acceptance is 4 weeks

4 Quality management

The period after the Contract Date within which the Consultant is to submit a quality policy statement and quality plan is 4 weeks

The period between Completion of the whole of the service and the defects date is 26 weeks

5 Payment

The currency of the contract is the £ sterling

The assessment interval is Monthly

The Client set total of the Prices is £2,971,260.10

The expenses stated by the Client are as stated in Schedule 9

The interest rate is 2.00% per annum (not less than 2) above the Base rate of the Bank of England

The locations for which the Consultant provides a charge for the cost of support people and office All UK Offices

If Option C is used

The Consultant's share percentages and the share ranges are:  
share range  
less than 80 % 0 % Consultant's share percentage  
from 80 % to 120 % 17 % as set out in Schedule 17  
greater than 120 % 17 % as set out in Schedule 17

6 Compensation events

These are additional compensation events		
1.	Carbon Methodology – Adherence to and compliance with the Carbon Methodology dated 08 June 2023	
2.	'Not used'	
3.	'Not used'	
4.	'Not used'	
5.	'Not used'	

8 Liabilities and insurance

These are additional Client's liabilities		
1.	'Not used'	
2.	'Not used'	
3.	'Not used'	
The minimum amount of cover and the periods for which the Consultant maintains insurance are		
EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
The Consultant's failure to use the tool and/or normally used by professional providing services similar to the service	<b>£5,000,000</b> in respect of each claim, without limit to the number of claims	12 years after Completion
Loss of or damage to property and liability to bodily injury to or death of a person (not an employee of the Consultant) arising from or in connection with the Consultant Providing the Service	<b>£5,000,000</b> in respect of each claim, without limit to the number of claims	12 months after Completion
Death of or bodily injury to an employee of the Consultant arising out of and in the course of their employment in connection with the contract	Agreed minimum in respect of each claim, without limit to the number of claims	For the period required by law
The Consultant's total liability to the Client for all matters arising under or in connection with the contract, other than the excluded matters in 8.1(a)	<b>£5,000,000</b>	

Resolving and avoiding disputes

The Tribunal's litigation in the courts	
The Arbitrator is Address for communications	'to be confirmed' to be confirmed'
Address for electronic communications	<a href="#">to be confirmed</a>
The Arbitrator nominating body is	The Institution of Civil Engineers

Z Clauses

<b>Z1 Disputes</b> Delete existing clause W2.1	
<b>Z2 Prevention</b> The text of clause 18 Prevention is deleted. Delete the text of clause 60.1(2) and replace by: The service is affected by any of the following events: • War, civil war, rebellion, revolution, insurrection, military or usurped power; • Strikes, riots and civil commotion not confined to the employees of the Consultant and sub-consultants; • Escaping radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the construction of nuclear fuel; • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device; • Natural disaster; • Fire and explosion; • Impact by aircraft or other aerial device or thing dropped from them.	
<b>Z3 Disallowed Costs</b> Add the following in second bullet of 11.2 (18) add: (the following compensation events with the Subcontractor, i.e. payment for work that should not have been undertaken) Add the following additional bullet after "not the cost of": • Mistakes or delays caused by the Consultant's failure to follow standards in Scope/quality plans • Negligence of the Consultant's project team • Additional costs or delays incurred due to Consultant's failure to comply with published and known guidance or document formats • Escaping the Scope without prior instruction that leads to abortive cost • Re-working of documents due to inadequate Qs prior to submission, i.e. grammatical, factual arithmetical or design errors • Production or preparation of self-promotional material • Excessive charges for project management time on a commission for secondments or full time appointments (greater than 5% of commission value) • Any hours exceeding 8 per day unless with prior written agreement of the Service Manager • Any hours for travel beyond the location of the nearest consultant office to the project unless previously agreed with the Service Manager • Attendance of additional individuals to meetings/ workshops etc who have not been previously invited by the Service Manager • Costs associated with the attendance at additional meetings after programmed completion, if delay is due to Consultant's negligence • Costs associated with reconfigurations that are due to Consultant error or omission • Costs associated with the identification of opportunities to improve our processes and procedures for project delivery through the Consultant's involvement • Was incurred due to a breach of safety requirements, or due additional work to comply with safety requirements • Was incurred as a result of the Client issuing a Value or Risk Card to prepare a Performance Improvement Plan • Was incurred as a result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts.	
<b>Z4 Share on termination</b> Delete existing clause 93.3 and replace with: 93.3 In the event of termination in respect of a contract relating to services there is no Consultant's share'	
<b>Z6 The Schedule of Cost Components</b> The Schedule of Cost Components are as detailed in the Framework Schedule 9.	
<b>Z7 Consultant's share</b> 54.1 The Service Manager assesses the Consultant's share of the difference between the Aggregated Total of the Prices and the Aggregated Price for Service Provided to Date. The difference is divided into increments falling within each of the share ranges. The limits of a share range are the Aggregated Price for Service Provided to Date divided by the Aggregated Total of the Prices, expressed as a percentage. The Consultant's share equals the sum of the products of the increment within each share range and the corresponding Consultant's share percentage. 54.2 If the Aggregated Price for Service Provided to Date is less than the Aggregated Total of the Prices, the Consultant is paid the amount of the increment. If the Aggregated Price for Service Provided to Date is greater than the Aggregated Total of the Prices, the Consultant pays a share of the excess. 54.3 If, prior to Completion of the whole of the service, the Price for Service Done to Date exceeds 111% of the total of the Prices, the amount in excess of 111% of the total of the Prices is retained from the Consultant. 54.4 If, prior to Completion of the whole of the service, the Price for Service Provided to Date exceeds 110% of the total of the Prices, the amount in excess of 110% of the total of the Prices is retained from the Consultant. 54.5 The Service Manager makes a preliminary assessment of the Consultant's share at Completion of the Whole of the service using forecasts of the Final Aggregated Price for Service Provided to Date and the Final Aggregated Total of Prices. This share is included in the amount due following Completion of the whole of the service. 54.6 The Service Manager makes a final assessment of the Consultant's share, using the Final Aggregated Price for Service Provided to Date and the final Aggregated Total of the Prices. This share is included in the Final amount due. 93.3 If there is a termination event 11.2 applies, the Service Manager assesses the Consultant's share after certifying termination. The assessment date is the Aggregated Price for Service Provided to Date the sum of: • the total of: – the Defined Cost which the Consultant has paid and – which it is committed to pay for work done before termination and • the total of: – the Defined Cost which the Consultant or Contractor has paid and – which it is committed to pay in the partner contract before the date the termination certificate is issued under this contract. The assessment used as the Aggregated Total of the Prices the sum of: • the total of: – the lump sum price for each activity which has been completed and – a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed and • the total of: – the lump sum price for each activity which has been completed and – a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity.	
11.2(25) The Aggregated Total of the Prices is sum of: • the total of the Prices and • the total of the Prices in the partner contract	
11.2(26) The Aggregated Price for Service Provided to Date is the sum of: • the Price for Service Provided to Date and • the Price for Service Provided to Date or the Price for Work Done to Date in the partner contract.	

<b>Z23 Linked contracts</b> Issues arising through or result on the contract due to a fault or error of the Consultant will neither be an allowable cost under this contract or any subsequent contract, nor will it be a Compensation event under this contract or any subsequent contract under this project or programme.	
<b>Z24 Requirement for Invoice</b> Add the following sentence to the end of clause 51.1: The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the Service Manager's certificate. Delete existing clause 51.2 and replace with: 51.2 Each certified payment is made by the latter of: • six weeks after the paying party receives an invoice from the other Party and • three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated. If a certified payment is less, or if a payment is late because the Service Manager has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made.	
<b>Z25 Risk and Insurance</b> The Consultant is required to submit insurances annually as Clause 24 of the Framework Agreement	
<b>Z 29 Payment for Service Provided to Date</b> Delete existing clause 11.2 (21) and replace with: "11.2 (25) The Price for Service Provided to Date is the total Defined Cost which the Service Manager forecasts will have been paid by the Consultant before the first assessment date the Fee. The Price for Service Provided to Date shall not exceed the forecast for the same as provided under clause 20.5"	
<b>Z111 PSC – Fee adjustment for non compliance with Scope</b> Delete existing 11.2 (8) and replace with the following clause: The Fee is the amount calculated by applying the fee percentage to the amount of the Defined Cost excluding the cost of Subcontractors that have not complied with procurement by best value processes as defined in the Scope. 80% of the fee percentage is applied to the amount of the Defined Cost for Subcontractors that have not complied with procurement by best value processes as defined in the Scope.	

<b>Z120 PSC – Carbon reduction</b>	
Ref. (Clause No.)	Clause words
11.2	Delete Add as Clause 11.2(36) 11.2 The Performance Table states the targets the Consultant is to achieve in Providing the Service and sets out the adjustment to payment if measured performance is higher, the same or lower than its target. The Performance Table is the performance table unless later changed in accordance with the contract.
15.1	Delete In Clause 15.1 add as a new bullet between the second and third bullet: • must not a target in the Performance Table not being met.
42.2	Delete Clause 42.2 and replace with: If the Consultant and the Service Manager are prepared to consider the change, the Consultant submits a quotation to the Service Manager for acceptance including any combination of: • additional PSCs • an earlier Completion Date • revised programme • changes to the Performance Table If the quotation is accepted, the Service Manager changes the Scope, the Prices, the Completion Date and the Performance Table accordingly and accepts the revised programme.
Performance Requirements	
57	Add as Clause 57:
57.1	From the starting date until the Completion Date, the Consultant reports to the Service Manager its performance against the targets in the Performance Table. Reports are provided at the intervals stated in the Performance Table.
57.2	If the Consultant's performance against a target in the Performance Table is not achieving or is forecast not to achieve the performance target stated, it submits to the Service Manager for acceptance its proposals for improving performance. A reason for not accepting the proposals is that they will not provide the improvement in performance needed to achieve the target in the Performance Table.
57.3	At the date stated in the Performance Table: • If the relevant performance does not meet the target stated in the Performance Table, the Consultant pays the amount stated in the Performance Table. • If the relevant performance exceeds or meets the target stated in the Performance Table, the Consultant is paid the amount stated in the Performance Table.
57.4	Information in the Performance Table is not Scope.
The performance table is <a href="#">PSC-carbon-performance-table.xlsx</a>	
The Performance Table for this contract type (Form Partner, Scope) as set out in the Carbon Methodology dated 08 June 2023	

## Secondary Options

### OPTION X2: Changes in the law

The *law of the project* is the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

### OPTION X5: Sectional Completion

The <i>completion date</i> for each <i>section</i> of the <i>service</i> is			
	<i>section</i>	<i>description</i>	<i>completion date</i>
<b>X7 plus X5</b>	1	Delivery of Beach Management Detailed Design and Pricing Pack as per S214.1A and S300.7	03 June 2026
	2	Delivery of Final Detailed Design and Pricing Pack; Delivery support required with the Financial and Economic cases for the FBC; and provide support through	12 May 2027
	Delay damages for each <i>section</i> of the <i>service</i> are		
	<i>section</i>	<i>description</i>	<i>amount per day</i>
	1	Delivery of Beach Management Detailed Design and Pricing Pack as per S214.1A and S300.7	£140.00
	2	Delivery of Final Detailed Design and Pricing Pack; Delivery support required with the Financial and Economic cases for the FBC; and provide support through	£140.00

### OPTION X10: Information modelling

The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is 2 weeks

### OPTION X18: Limitation of liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to £5,000,000

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to £5,000,000

The *end of liability* date is 12 years after the Completion of the whole of the *service*

### OPTION X20: Key Performance Indicators (not used with Option X12)

The *incentive schedule* for Key Performance Indicators is in Schedule 17

A report of performance against each Key Performance Indicator is provided at intervals of 3 months

### Y(UK)1:Project Bank Account

The *Consultant* is to pay any bank charges made and to be paid any interest paid by the *project bank*



## **Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996**

The period for payment is 14 days after the date on which payment becomes due

## **Y(UK)3: The Contracts (Rights of Third Parties Act) 1999**

term *beneficiary*

no terms under this contract no beneficiaries under this contract

no terms under this contract no beneficiaries under this contract

no terms under this contract no beneficiaries under this contract

no terms under this contract no beneficiaries under this contract

term *beneficiary*

The provisions of Y(UK)1 no beneficiaries under this contract

Part Two - Data provided by the *Consultant*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The *Consultant* is  
Name  
Jeremy Benn Associates Ltd

Address for communications  
1 Broughton Park Old Lane North  
Broughton  
Skipton  
North Yorkshire  
BD23 3FD

Address for electronic communications  
[Redacted]

The *fee percentage* is  
Option C [Redacted]

The *key persons* are

- Name (1)  
Job  
Responsibilities  
Qualifications  
Experience

[Redacted]
- Name (2)  
Job  
Responsibilities  
Qualifications  
Experience

[Redacted]
- Name (3)  
Job  
Responsibilities  
Qualifications  
Experience

[Redacted]
- Name (4)  
Job  
Responsibilities  
Qualifications  
Experience

[Redacted]
- Name (5)  
Job  
Responsibilities  
Qualifications  
Experience

[Redacted]
- Name (6)  
Job  
Responsibilities  
Qualifications  
Experience
- Name (7)  
Job  
Responsibilities  
Qualifications  
Experience

The following matters will be included in the Early Warning Register

**3 Time**

The programme identified in the Contract Data is

**5 Payment**

The *activity schedule* is  
ENV0002750C-JBA-00-00-QU-Z-0053-S3-P04-F0500-EA3-LOD3-Pe

**Resolving and avoiding disputes**

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]  
Address for communications  
1 Broughton Park Old Lane North  
Broughton  
Skipton  
North Yorkshire  
BD23 3FD

Address for electronic communications  
[REDACTED]

Name (2) [REDACTED]  
Address for communications  
1 Broughton Park Old Lane North  
Broughton  
Skipton  
North Yorkshire  
BD23 3FD

Address for electronic communications  
[REDACTED]

**X10: Information Modelling**

The *information execution plan* identified  
in the Contract Data is

**Y(UK)1: Project Bank Account**

The *project bank* is  
N/A

*named suppliers* are  
N/A



1 General

**The Consultant is**

Jeremy Benn Associates Ltd

1 Broughton Park Old Lane North

Broughton

Skipton

North Yorkshire

BD23 3FD

**The key persons are**

insert name

insert job

insert responsibilities

insert qualifications

insert experience

insert name

insert job

insert responsibilities

insert qualifications

insert experience

**The following matters will be included in the Early Warning Register;**

insert details

insert details

insert details
insert details
insert details
insert details
insert details
insert details

3 Time

insert details
----------------

5 Payment

ENV0002750C-JBA-00-00-QU-Z-0053-S3-P04-F0500-EA3-LOD3-PevEb_Ph1_FBC_ActivitySchedule
--

£2,971,260.10
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Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

--

1 Broughton Park Old Lane North
Broughton
Skipton
North Yorkshire
BD23 3FD
insert address

--

--

1 Broughton Park Old Lane North
Broughton
Skipton
North Yorkshire
BD23 3FD
insert address

--

X10: Information modelling;

The *information execution plan* identified in the Contract Data is;

insert details
----------------

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

N/A
-----

*named suppliers*

N/A

Email address for communications

The *fee percentage* is

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

Name (3)

Job

Responsibilities

Qualifications

Experience

Name (4)

Job

Responsibilities

Qualifications

Experience

Name (5)

Job

Responsibilities

Qualifications

Experience

Name (6)

Job

Responsibilities

Qualifications

Experience

Name (7)

Job

Responsibilities

Qualifications

Experience

The programme identified in the Contract Data is;

The *activity schedule* is

The *Client* set total of the Prices is

Name (1)

address Line 1  
address Line 2  
address Line 3  
address Line 4  
address Line 5  
address Line 6

Email address for communications

Name (2)

address Line 1  
address Line 2  
address Line 3  
address Line 4  
address Line 5  
address Line 6

Email address for communications

If an *information execution plan* is to be identified in the Contract Data

|

The *project bank* is

*named suppliers*

Name and address etc. of *Consultant*

Enter email address

Insert the relevant framework tendered *fee percentage*

Name the *key persons* to be working on the contract

These are items which could affect the total of the Prices or delay Completion, which are known about at the time of completing this Contract Data



This is optional and is inserted if a programme is being initially provided

Only include and complete if *activity schedule* Options A or C

Enter postal address

Enter email address

Enter postal address

Enter email address

X10 is always used

# Contract Execution

## Client execution

Signed as a Deed by [PRINT NAME]

for and on behalf of the Environment Agency

[Redacted Signature]

02/06/2025

Signature

Date

Senior Managing Lawyer

Role

In the presence of:

[Redacted Signature]

02/06/2025

Date

Costs Manager

Role

[Redacted Name]

Name [Print]

Address  
c/o Manley House, Kestrel Way, Exeter

EX2 7LQ

## Consultant execution

Signed as a Deed by [PRINT NAME]

for and on behalf of Jeremy Benn /

[Redacted Signature]

[Redacted Signature]

22-May-25

Signature

Date

Director

Role

In the presence of:

[Redacted Signature]

23/05/2025

Signature

Date

Director

Role

[Redacted Name]

Name [Print]

Address  
35 Perrymount Road

Haywards Heath

West Sussex RH16 3BW

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Associates

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