

Private and Confidential

██████████
Chief Executive
Ebbsfleet Development Corporation
The Observatory
Castle Hill Drive
Ebbsfleet, Kent
DA10 1EE

24 April 2024

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Engagement Letter - The Ebbsfleet Development Corporation (EDC)

1. Introduction

- 1.1. We refer to our appointment by Ebbsfleet Development Corporation (“you”/“the Company”) to provide Project Management Office (PMO) services.
- 1.2. This Engagement Letter, together with the Terms of Business and any other schedules and enclosures, sets out the basis on which we are to provide those services.
- 1.3. This engagement follows the original engagement between BDO LLP and Ebbsfleet Development Corporation covered by the “Letter of Engagement 18 October 2023” which was completed on 15 April 2024.

2. Scope of Professional Services

- 2.1. Our role is to provide the professional services detailed in the enclosed Schedule (the “Services”). By accepting these terms, you are agreeing that the scope of the Services set out in the Schedule is appropriate for your needs. We will perform the Services with reasonable skill and care, but our duties and responsibilities shall be limited to the matters set out in the Schedule.
- 2.2. We are not therefore (unless otherwise agreed by us in writing) responsible for:
 - (a) providing legal or other advice outside the scope of this Engagement Letter;
 - (b) reviewing (or otherwise being responsible for) the services provided by any other professional advisers retained by you;
 - (c) providing any other services beyond the scope of this Engagement Letter.
- 2.3. Our opinions, reports, letters, information, and advice (“Deliverables”) will reflect relevant law and regulation at the time they are sought and provided, and we accept no responsibility for the consequences of a change of law or regulation after such Deliverables have been provided.

- 2.4. We are not responsible for the appropriateness of any commercial or strategic decisions taken by you (including any decision to proceed or not to proceed with a particular transaction).

3. Your responsibilities

- 3.1. It is your responsibility to provide us with complete, accurate and timely instructions and information relevant to our Engagement and we will not therefore be responsible for any losses caused by any failure by you or your agents to do so. Your specific responsibilities directly related to our engagement to provide PMO services are further set out in Schedule One.

4. Personnel

- 4.1. [REDACTED] will lead the Engagement, with assistance from specialists from our Digital and Risk Advisory Services (DRAS) practice. Our team will be led by [REDACTED].

- 4.2. Our contact details are as follows:

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
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5. Fees

- 5.1. Our fees are calculated on the basis described in paragraph 2 of our Terms of Business.

- 5.2. We set out below the daily rates (excluding VAT) that apply to this engagement and have agreed that for the PMO services we will resource a PMO Specialist, Manager Level at the below rate:

Grade	Daily Rate £
Partner	[REDACTED]
Associate Director	[REDACTED]
PMO Specialist	[REDACTED]

- 5.3. Our fee for this assignment is outlined in Schedule One. Should the team or levels of resource change over the course of the engagement the fee will be amended accordingly with reference to the rates for each grade of staff in the table above.

- 5.4. Our fees will increase annually in line with inflation. We will endeavour to ensure the continuity of staffing arrangements wherever possible. During the term of the Engagement, we envisage a degree of staff progression/ promotion. Changes to staffing are at our sole discretion and may result in a change to our fees. Any proposed changes will be discussed with you in advance.

5.5. We will also charge for any disbursements incurred during the engagement - such as for travel and subsistence. Disbursements will be subject to VAT, where applicable.

5.6. In line with the guidance you have provided, we confirm that we agree to comply with the [REDACTED] engagement fee cap and will monitor the budget and provide monthly invoices. Should the forecasted estimates of time, effort and/ or scope change (as defined in Schedule 1 attached) then BDO and Ebbsfleet Management will enter into discussion on proceeding forward.

6. Use of our Deliverables

6.1. The Deliverables due under this Engagement Letter are set out in Schedule One. We will not be liable for any losses arising from any other use of our Deliverables. Any Deliverables should not be reproduced or referred to in any other document or made available to any third party without our prior written consent, unless the exceptions noted at paragraph 6.2 of the Terms of Business apply and we shall not be liable for any losses arising from any third party using or relying upon our Deliverables.

6.2. Advice given orally is not intended to be relied upon unless confirmed in writing. Therefore, if we provide oral advice (for example during the course of a meeting or a telephone conversation) and you wish to be able to rely upon that advice, you must ask for the advice to be confirmed by us in writing.

6.3. We will have no responsibility to update any report, letter, opinion or advice for events that take place after the date on which it is issued.

7. Liability

7.1. Subject to paragraphs 19.3 and 19.4 of the Terms of Business, you agree that our aggregate liability to you, of whatever nature whether in contract, tort or otherwise, for any loss whatsoever and howsoever caused by or arising from this Engagement, shall not exceed £500,000 or, if greater, 10 times the total fees invoiced pursuant to the Engagement Letter during the Year in which the event or series of events giving rise to the claim occurred. For the purpose of this paragraph, each 'Year' shall mean each successive period of 12 months from the date of commencement of this Engagement Letter.

7.2. Where any loss is suffered by you for which we would otherwise be jointly and severally liable with any third parties, the extent to which such loss shall be recoverable by you from us, as opposed to the third party, shall be limited so as to be in proportion to our contribution to the overall fault for such damage or loss, as agreed between the parties, or in the absence of agreement, as finally determined by an English Court (ignoring for these purposes the ability of the third party to pay or any limitation of liability that you might have agreed with such third party).

7.3. Any claims must be formally commenced against us within 2 years of the date you become aware (or ought reasonably to have become aware) of the facts which give rise to the claim and, in any event, within 4 years of the date that the cause of action accrued.

7.4. We refer you to paragraphs 19 and 20 of the attached Terms of Business which sets out other limitations on our liability to you. Please consider these provisions carefully

as your continuing instructions will be an acknowledgement that the liability limitations in this paragraph and in the Terms of Business are reasonable having regard to all the circumstances.

8. Terms of Business

8.1. A copy of our Terms of Business is enclosed. You should ensure that you read and understand these as they contain important terms including those in connection with your responsibilities, fees, use of our advice and our liability. The Terms of Business, together with the other schedules and enclosures, form part of this Engagement Letter. Should any of the terms included in the Terms of Business (or the schedule(s)) conflict with any of the other terms in this letter, the terms of this letter will prevail.

8.2. You agree and understand that the terms in the Engagement Letter apply to all services provided by us pursuant to this Letter, whether such services were performed or provided before or after the signing of the Engagement Letter. This Engagement Letter will remain in place and fully effective until varied or replaced.

Please confirm your acceptance of the terms in this Engagement Letter by signing and returning to us the enclosed copy. If you do not do so, your continuing instructions will amount to an acceptance of these terms.

Yours sincerely,


A solid black rectangular box used to redact the signature of the signatory.

Signed:

BDO LLP [Partner]
For and on behalf of BDO LLP

To BDO LLP:

I hereby confirm that BDO LLP is appointed to conduct the Engagement in accordance with the terms set out in this Engagement Letter.

A large black rectangular redaction box covering the signature area.

Signed:

 CEO

DULY AUTHORISED REPRESENTATIVE OF EBBSFLEET DEVELOPMENT CORPORATION

Date: 25.04.2024

Encl.

SCHEDULE ONE - PMO Support Services

Proposed Service

Ebbsfleet Development Corporation (EDC) has requested BDO to extend our Project Management Office (PMO) support services for approximately 1.5 days a week for a period for a period up to six months.

PMO support services will be delivered by [REDACTED] (PMO Specialist) and will include scope as highlighted in the below 'Engagement scope and approach' section.

Engagement Scope and Approach

The scope of the work will be the placement of an interim BDO PMO resource to conduct PMO services to support the EDC project delivery. This will include:

- Business Case Process Training, including support to roll out a "Budget Builder" tool.
- Benefits Management Support, including additional training and workshops to embed the discipline of Benefits Management.
- Refresher training for Phases 1-3 of the original scope of work delivered, as required.
- Newsletter content and communications to the Corporation employees as required.
- Programme level assessment of the effectiveness, and any improvements required, to the aggregated project data held at Programme level.
- A New Joiner pack to support the future training of new starters to the EDC.
- Support with the discovery, supplier selection and roll out of an online Project Planning tool (should the EDC opt to purchase such as tool in the period of the supplementary engagement).
- Support to design, document, and deliver PMO assurance activities.
- Thematic training on Project Management topics as required.
- Improvements and amendments to PMO documentation as required.

Our Team

[REDACTED] will be the Partner in charge and will have overall responsibility for the quality of work.

[REDACTED] will manage the process and ensure we deliver in accordance to the agreed scope and quality.

[REDACTED] (Manager and PMO specialist) will carry out the PMO services and will be your primary contact.

Timetable and Fees

PMO support services will be completed between 6 May and 31 October 2024.

The agreed time required for Hayley to support the EDC PMO in the provision of the activities listed above and for a Director to review and assure the quality of the deliverables is c.1.5 days a week with 3 days of Quality Assurance activities over the full engagement.

An engagement cap of [REDACTED] has been listed as a requirement by EDC, and this will be supported by monthly invoicing and budget expenditure monitoring. Should the forecasted estimates of time, effort and/ or scope change then BDO and Ebbsfleet Management will enter into discussion on proceeding forward.