

19 October 2017

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Dear Sirs

**Engagement Letter**  
**Department for Communities and Local Government ("you" or the "Client")**  
**Holocaust Memorial Project (the "Property")**

Further to your request, we are pleased to send this Engagement Letter in order to confirm the terms and conditions of the services to be provided by DP9 Limited ("**DP9**" or the "**Consultant**") to you in connection with your proposed development of the Property (the "**Project**").

This Engagement Letter is subject to the provisions of the Terms and Conditions (the "**Terms**") as set out in the Appendix and which, together with this Engagement Letter (which includes any Schedules attached hereto) form the agreement between us (the "**Contract**").

Please read the Terms carefully, and we draw your attention in particular to clause 4 (*Limitation and Professional Indemnity Insurance*) of the Terms in which DP9's liability under this Contract is limited. Your continuing instructions will amount to your acceptance of this Engagement Letter and the Terms. Should any of the Terms conflict with this Engagement Letter, the latter will prevail.

1. **Scope of Work**

In the course of this engagement DP9 will render the services as set out in Schedule 1 (the "**Services**"). The Services shall be limited to those expressly set out in this Engagement Letter and for the avoidance of doubt shall not include any areas of work as set out in Schedule 2. We would be pleased to discuss with you the detailed terms for the provision of any additional services examples of which are set out in Schedule 2.

Any advice given (whether orally or in written form) or reports or other documents provided to the Client by DP9 in connection with the Services (the "**Deliverables**") are intended only for the Client and may only be used for the purpose of the Project. They shall not be otherwise provided to, disclosed or made available in whole or in part without DP9's prior written consent which DP9 may, at its discretion, grant, withhold or grant subject to conditions (including conditions as to legal responsibility or absence thereof). This restriction shall not apply to information provided to your professional advisers in connection with the Project or under any legal or regulatory obligation to disclose. In no event, regardless of whether consent has been provided, or the Deliverables are provided as permitted under this paragraph, shall DP9, its employees or agents (each a "**DP9 Entity**") have any responsibility to any third party to which the Deliverables are provided to, disclosed or made available. You agree to inform any recipient of the Deliverables that should they choose to rely on any aspects of our work they will do so at their own risk and have no recourse to any DP9 Entity.



We may show drafts of the Deliverables to you or discuss ideas with you orally. This is done on the basis that no reliance should be placed on and we will have no duty or liability to you in respect of any drafts or oral comments without our prior written consent.

The Deliverables are based on the law, industry practice and policies of the relevant local planning authority at the time, each of which may be subject to change. Following completion of the Services and provision to you of any final Deliverables, no DP9 Entity is under any obligation to inform you of any such change or to update the Deliverables following any such change.

The Intellectual Property Rights granted to you under this Contract may continue to be used by you after the termination of this contract in relation to the Project.

## 2. **Timing**

We estimate that the Services will require an input of 56 months and that the Services will be completed by, and the final Deliverables provided to you by April 2022. This is an estimate only and is based on the information currently available. If it appears that the Deliverables will not be completed by such date, we will contact you as soon as possible after we become aware of the delay to discuss a revised timetable.

## 3. **Fees**

No fee is payable for the Services for the Project.

You agree to reimburse us for costs and out-of-pocket expenses incurred by us in providing the Services and which are customarily billed by us, as set out in Schedule 3 or as otherwise agreed between us in writing prior to such expense being incurred. We agree that we shall not incur any individual expense in connection with the Services in excess of £500 without your prior written consent.

For the avoidance of doubt no fees shall be payable by you to us on termination of this Contract.

## 4. **Team**

The principal members of the team who will be involved in providing the Services (the "**Team**") are as follows:

1. <REDACTED> Director (the "**Principal Contact**")
2. <REDACTED> Director

The Team may include other professionals as selected by DP9 at its complete discretion. It is the firm of DP9 as a whole, rather than any individual, that has responsibility for providing the Services to you. We aim to avoid changing the people who are handling your work but if this cannot be avoided we will try to notify you of any change as soon as possible.

## 5. **Complaints**

If at any time you have any questions or concerns about the quality of the service we provide, please do not hesitate to contact the Principal Contact, who will investigate it and respond as soon as practicable.

## 6. **Miscellaneous**

**Variation.** No one is authorised to agree any variations to this Contract unless any variations are documented and agreed in writing between you and DP9.

**Prevention of Fraud.** We shall not offer, give, or agree to give anything, to any person as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation



to the obtaining of this Contract or for showing or refraining from showing favour or disfavour to any person in relation to this Contract.

We shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by our personnel in connection with this Contract and shall notify you immediately if we have reason to suspect that any fraud has occurred in connection with this Contract.

**FOIA** We acknowledge that you are subject to the requirements of the Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 and we shall:

- (a) Use all reasonable endeavours to assist you to comply with your obligations under the FOIA and the Environmental Information Regulations 2004;
- (b) transfer to you all “Requests for Information” (as that term is defined in the FOIA) relating to this Agreement that it receives as soon as practicable;
- (c) provide you with a copy of all “Information” (as that term is defined in the FOIA) belonging to you requested in the Request for Information which is in our possession or control in the form that you require as soon as reasonably practical;

**You will, wherever reasonably practical, consult with us before disclosing information that relates to us.**

However, we acknowledge that you may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning us or the Services (including commercially sensitive information) without consulting or obtaining consent from us. In these circumstances you shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give us advance notice, or failing that, to draw the disclosure to our attention after any such disclosure.

**Press Releases** We shall not make any press announcement or publicise the Contract or any part of the Contract in any way, except with your prior written consent.

**Compliance.** We shall perform our obligations under this Contract in accordance with all applicable health and safety legislation and any health and safety policy provided to us before commencement of the Services.

We shall perform our obligations under this Contract in accordance with all applicable equality legislation and your equality and diversity policy as provided to us before commencement of the Services.

We shall supply the Services in accordance with your environmental policy as provided to us before commencement of the Services.

In the event of any dispute or difference arising under this Contract, the parties may attempt to settle the matter by negotiation or adjudication in accordance with the Scheme for Construction Contracts Regulations

Please let the Principal Contact know as soon as possible if the foregoing does not accurately reflect your understanding of the terms of our engagement. This Contract supersedes any previous agreement between you and DP9 for the Services. Nothing discussed between you and DP9 prior to your acceptance of this Contract forms part of the Contract unless it is specifically set out herein.



We look forward to working with you on the Project.

Yours faithfully

.....

**For and on behalf of DP9 Limited**

**ACCEPTED AND AGREED**

.....

Signature                      Position                      Date

.....

Signature                      Position                      Date



## SCHEDULE 1

### Services

The Consultant shall provide a full planning consultancy service on the Project specifically formulating a planning strategy to address the political and community relationships and communications and consents needed to gain the necessary consents.

The Consultant shall assist in fostering good communications with all project stakeholders and interested parties and lead the consultations with the various interest groups to be consulted as part of the planning process.

The Services are as follows:

1. Ascertain objectives including timescales; assess these and give general advice; propose and agree a planning strategy with the Client and his legal advisors and the Project Team; implement the strategy.
2. Visit the site where the project is to be undertaken.
3. Obtain study data and information relating to the site and the project.
4. Advise on all aspects of development associated with planning matters, take the lead role and carry out all negotiations with the Local Authority in connection with the planning application.
5. Brief and obtain advice from other consultants in support of the planning application.
6. Produce a planning statement to support the application(s), produce a schedule of other documentation to support the application(s) and assist in identifying the consultant to produce these documents as required.
7. Advise on the policy regarding the provision of contributions and any financial or other contribution to the Local Authority.
8. Review alternative approaches to the application(s).
9. Advise of any other consultants that may need to be separately appointed and provide a recommendation.
10. Advise on the content of each application and co-ordinate the preparation of the application and supporting material.
11. In association with other consultants, prepare the application(s) and support the submissions.
12. Review all other documentation associated with application(s) for planning, advertisement, listed building and conservation area consents as applicable.
13. Provide day to day management of the submission and liaison with the Local Authority planning officers and other consultants.
14. Review with other consultants the outcome of the application(s).



15. Advise on and review presentation material for all necessary consultations and meetings with the Local Planning Authority officers and all statutory consultees and interest groups as required.
16. Attend all necessary consultations and meetings with the Local Authority planning officers and all statutory consultees and interest groups as required, and provide advice on the outcome of such consultations and meetings.
17. Attend meetings with the local planning authority.
18. Attend Planning Committees and represent the Project at such meetings.
19. Conduct negotiations with Local Authority planning officers regarding Section 106 Agreements.
20. Liaise with the other consultants throughout the period and provide information to the other consultants from time.
21. Administer, coordinate, collate and submit documentation required to discharge the Planning Conditions / Planning Obligations and provide regular progress reports to the Client and the Project Team.
22. With the assistance of the other consultants where necessary, make and negotiate all necessary submissions for the discharge of Planning Conditions / Planning Obligations prior to and during construction as appropriate.
23. Monitor, and with the assistance of other consultants, ensure the timely satisfaction of all Planning Conditions / Planning Obligations pertaining to the planning consent(s).
24. Prepare and maintain a current schedule of Planning Conditions / Planning Obligations, including dates when approval of details is required with reference to the conditions and restrictions conferred by conditions of the development and the requirements of the Overall Programme.
25. Lead discussions / liaison with the Local Authority planning officers, statutory consultees all other interest groups as required in relation to the satisfaction of the Planning Conditions / Planning Obligations.
26. Specifically in connection with the Community Infrastructure Levy Regulations 2010 (as amended), during the period prior to receipt of planning permission or general consent:
  - i. advise of any potential liability arising as a result of the development;
  - ii. advise on the standard stages associated with the calculation and payment of any liability; and
  - iii. manage the submission of information, to the Collecting Authority / Charging Authority, to support the calculation of liability to accompany the relevant planning application or general consent.

For the avoidance of doubt, unless specifically instructed in writing, we will not provide any CIL advice after planning permission has been issued and will not be liable for any consequent outcomes, including but not limited to, the failure to submit relevant forms and notices in accordance with the Community Infrastructure Levy Regulations 2010 (as amended).



## SCHEDULE 2

### Additional Services

1. Provide assistance in connection with planning appeals or public enquiries.
2. Provide advice and assist the Client in the submission of and settlement of any substantial claims pursuant to the Project insurances.
3. Carry out any additional work consequent upon the receivership, administration or liquidation of the Building Contractor or any sub-contractor or supplier.
4. Specifically in connection with the Community Infrastructure Levy Regulations 2010 (as amended), for the period following receipt of planning permission or general consent:
  - i. liaise and engage with the Collecting Authority / Charging Authority to secure the liable amount;
  - ii. advise on the stages associated with the payment of the liable amount;
  - iii. prepare notices in connection with the liable amount;
  - iv. if relevant, submit application for relief to the Collecting Authority / Charging Authority; and
  - v. if relevant, submit application for appeal to the Collecting Authority / Charging Authority.

For the avoidance of doubt, the Services will not include the preparation of agreements relating to Infrastructure Payments and Payments In-Kind under the Community Infrastructure Levy Regulations 2010

5. Perform such other duties as may reasonably be required by the Client to secure the completion of the Project to the extent such duties are not required pursuant to the preceding parts of this Schedule



## **SCHEDULE 3**

### **Hourly Rates**

<REDACTED>

### **Expenses**

<REDACTED>