

PROPERTY AND FINANCIAL PROFESSIONAL SERVICES FRAMEWORK

APPOINTMENT OF CONSULTANT

INSTRUCTION

Date	13 March 2024	Ebbsfleet Development Corporation Reference Number	EDC_5007 To be quoted on all correspondence relating to this Instruction
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The Consultant entered into a contract dated **17/06/2022** with Homes England whereby it was appointed as a consultant on the Property and Financial Professional Services Framework (the "Framework Contract").

Ebbsfleet Development Corporation is 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

Ebbsfleet Development Corporation is the Public Sector Body.

In so far as they relate to the appointment of the Consultant to provide the Services all references to Homes England 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

Public Body	Sector	Ebbsfleet Development Corporation
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Public Sector Body's Address	The Observatory, Castle Hill Drive, Castle Hill, Ebbsfleet, Kent, DA10 1EE
Invoice Address	The Observatory, Castle Hill Drive, Castle Hill, Ebbsfleet, Kent, DA10 1EE, email: accounts@ebbsfleetdc.org.uk
Contact:	Name: ██████████ Address: The Observatory, Castle Hill Drive, Castle Hill, Ebbsfleet, Kent, DA10 1EE Phone: ██████████ e-mail: ██████████@ebbsfleetdc.org.uk

CONSULTANT DETAILS

Consultant	Jones Lang LaSalle Limited ("Consultant")
Consultant's Address	30 Warwick Street, London, W1B 5NH
Contact:	Name: ██████████ Address: 30 Warwick Street, London, W1B 5NH Phone: 020 7087 ██████ e-mail: ██████████@jll.com

1. INSTRUCTION PERIOD

(1.1) Commencement Date

This Instruction shall commence on: 26 February 2024

(1.2) Instruction Period

1 years

2. SERVICES REQUIREMENTS

The following Services shall be provided:

Stage 1 – Agree the Baseline Scheme for Appraising in Stage 2

The original Eastern Quarry planning permission and s106 agreement was not supported by a Viability Assessment and, as such, a baseline position needs to be agreed before Stage 2 can commence. The applicant has provided a “Position Paper” which the EDC would like the Consultants to review. For example, agreement is needed on whether the viability looks at Eastern Quarry as a whole or just the 2 of the 3 villages that are largely unbuilt. There are also assumptions about how the upper limits in the EIA are fed back into the viability. For example, the outline permission permits 120,000sqm of office accommodation that is no longer planned. This stage will include meeting with the applicants and their Consultants following the review of the Position Paper, providing advice to the Client on the submissions by the applicant and inputting into subsequent formal responses by the LPA to the applicant.

Stage 2 – Viability Review

Following the agreement on Stage 1, it is anticipated that, the applicants’ advisors will produce a Financial Viability Assessment (FVA) which will be submitted as part of a s73 application. The stage 2 work will therefore involve (but not be limited to) reviewing this assessment on behalf of the LPA (and DBC/KCC), providing advice to the EDC as to the appropriateness of the assumptions and overall content of the appraisal submitted by the applicant, and support discussions and negotiations with the applicants and their advisors.

The work involved in this stage will be confirmed prior to signing of this call-off and is likely to include (but is not limited to):-

- Independent assessment of the submitted FVA to assist the Contracting Authority in its determination of the application against adopted policies, following the RICS Guidance Note on viability for planning purposes and the National Planning Policy Framework;
- Robust interrogation of all assumptions including, but not limited to, the applicant’s adopted land and sales values, providing an explanation as to its reasonableness or otherwise;

- Sensitivity testing to establish the impact of retaining the current level of affordable housing and optimum tenure mix as outlined in the existing s106 agreement and sensitivity testing of any other scenarios that may be considered necessary such as different levels of affordable housing, tenures and unit sizes;
- In assessing the viability, interrogate the review of build costs, taking into account the materials, build quality and level of fit out proposed for the commercial and community space;
- A draft report on the above to be submitted 4 weeks following submission of the FVA;
- Meeting with the applicant and their Consultants to discuss findings;
- Review of any revised or additional information provided during the course of the application as appropriate, with timescales for review to be agreed; and
- Support discussions with planning committee members.

3. DELIVERABLES

The following outcomes will be delivered:

To be agreed between the parties.

4. RESOURCES

(4.1) Staff of the Consultant to be involved in the provision of the Services

The following people will deliver the Services:

██████████	Director	Main Contact/Project Lead
██████████	Associate	Day-to-day Lead
██████████	Graduate	Support

(4.2) Resource Schedule

A resource schedule is attached in Appendix A

(4.2) Sub-contractors to be involved in the provision of the Services

██████████ – Director (Stace)

██████████ – Associate (Stace)

(See clause [33] of the Framework Contract)

5. PROGRAMME

The Services will be delivered in accordance with the indicative programme below (TBC).

Commencement Date	19 th February 2024
Review Applicants 'Position Paper'	February - March 2024
Review Applicants Financial Viability Assessment	May – June 2024
Support Planning Application Appraisal including Planning Committee engagement	July 2024 – September 2024
Completion Date	September - October 2024

6. FEE

LUMP SUM FIXED

£██████████ – see attached Appendix A

7. INSURANCE AND LIABILITY

Insurance requirements and Consultant liability levels in relation to this instruction shall be as set out in the Framework Contract unless different requirements are specified below:

Limit of Liability

The Consultant's total liability to the Public Sector Body for all matters arising under or in connection with this instruction, other than the unlimited matters referred to in clause [38] of the Framework Contract, is limited to £5m (five million pounds) for each and every claim.

Insurance

Insurance for a sum of not less than:-

£1m (one million pounds) Professional Indemnity

£5m (five million pounds) Public Liability

£5m (five million pounds) Employer Liability

in respect of each and every claim.

save in respect of claims relating to contamination, pollution, date recognition and asbestos, which with respect to Professional Indemnity shall be limited to £5 million in aggregate

8. INVOICING AND PAYMENT

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

- (a) they are for the current Instruction;
- (b) Ebbsfleet Development Corporation's name and Reference Number are quoted on the invoice;
- (c) invoiced in accordance with Schedule 2 of the Framework Contract; and
- (d) the invoice is addressed to Ebbsfleet Development Corporation and sent by email to accounts@ebbsfleetdc.org.uk. A copy of the invoice must also be sent to the procuring manager using the contact details shown above in this document (refer to "Public Sector Body Details").

Payment will be made to the Consultant by Ebbsfleet Development Corporation upon the completion and approval by EDC of each stage of work.

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	Matthew Haycox Director
Signature	

For and on behalf of the Public Sector Body:

Name and Title	Ian Piper Chief Executive
Signature	