TENDER DOCUMENTATION

GREEN BELT REVIEW

CONTRACT

Mario Leo
Corporate Head of Law and Governance
Runnymede Borough Council
Civic Centre
Station Road
Addlestone
Surrey. KT15 2AH

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Contract for Green Belt Review

Instructions for Tendering
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INVITATION TO TENDER

1. Introduction

1.1 The Council wishes to engage a Consultant to undertake Green Belt review, which will further inform the new Local Plan Core Strategy (LPCS). The LPCS (2013-2028) is scheduled for examination in mid 2014 with a preliminary hearing scheduled for 9th April 2014.

1.2 The LPCS is the foundation of the Borough’s Local Plan (LP). It sets out the overall ambitions and priorities for Runnymede Borough, and contains a set of strategic level policies to ensure that there is a mechanism in place to realise ambitions and priorities while considering the significant number of constraints within the borough.

1.3 The Local Plan Core Strategy (LPCS) housing strategy relies on new residential development being directed to areas within existing urban settlements, apart from the proposal for the development of a new community at the former DERA site at Longcross. This site, which is currently in the Green Belt, will provide a substantial element of the future housing requirements for Runnymede.

1.4 However, the LPCS recognises that there is a need for a contingency plan to address the difficulties raised if it proves impossible to identify a five year housing land supply from sites in the urban areas. Policy LP01 Strategy for the Location of Sustainable Development states that this contingency “would focus on the identified reserve sites to accommodate the additional housing required in a phased approach if minor shortfalls are identified. If a serious shortfall develops in the latter part of the Plan period, the Borough Council would undertake a borough wide Green Belt boundary survey during the period of the Plan to identify any site that could be of use in meeting any such shortfall”. The review the subject of this document would form the initial phase of this survey, looking at the existing Green Belt boundary to identify broad areas, which could potentially be removed from the Green Belt to provide locations for housing.

1.5 The Council considers that the provision in policy LP01 is appropriate to deal with any prospective shortcomings with the five year land supply. Nevertheless, the Council accepts that in the event that a Borough wide review of the Green Belt may become necessary it would be possible to prepare the contingency plan now. However, this would require some additional technical work to be carried out to inform such a review. This document details what is required from such a review.
2. **Policy Context**

2.1 The review should be carried out within the following policy context.

2.2 The National Planning Policy Framework (NPPF) requires that each local planning authority should ensure that the Local Plan is based on adequate, up-to-date and relevant evidence about the economic, social and environmental characteristics and prospects of the area. Local planning authorities should ensure that their assessment of and strategies for housing, employment and other uses are integrated, and that they take full account of relevant market and economic signals (NPPF, paragraph 158).

2.3 With regard to housing, local planning authorities should use their evidence base to ensure that their LPCS meets the full, objectively assessed needs for market and affordable housing in the housing market area, as far as is consistent with the policies set out in the Framework (NPPF, paragraph 47).

2.4 The submission version LPCS seeks to make provision for 3300 net additional dwellings in the Borough between 2013 and 2028. This is equivalent to an annual average of 220 dwellings. As part of the evidence base to support the Core Strategy the Council has carried out a Strategic Housing Land Availability Assessment to identify sufficient specific deliverable sites in the urban area.

2.5 The Government has committed to ensuring that members of the Gypsy, Traveller and Travelling Showmen communities have the same access to decent and appropriate accommodation as every other citizen, and that there are sufficient sites available to meet their needs.

2.6 ‘Planning policy for traveller sites’ (PPTS) was published by DCLG in March 2012. It requires local planning authorities to set pitch targets that address the likely permanent and transit site accommodation needs of Gypsies and Travellers in the area, working collaboratively with neighbouring local planning authorities.

2.7 The Council is currently carrying out a new local needs assessment, which will identify whether the level of need has changed since the North Surrey Gypsy and Traveller Accommodation Assessment (GTAA) was produced in 2007.

2.8 Policy SP03 of the submission LPCS (Gypsies, Travellers and Travelling Showpeople) commits to making provision for the needs of Gypsies, Travellers and Travelling Showpeople by ‘making additional provision over the Local Plan period to the levels identified in the Council’s Interim Strategy as informed by the North Surrey GTAA or in line with the findings of any subsequent needs assessment. The locations for any additional provision will be identified in a Gypsy and Traveller Sites DPD, which will be based on a criteria led approach, which prioritises the use of previously developed land in sustainable locations within urban areas. The Council will consider the development of sites for Gypsies, Travellers and Travelling Showpeople in the Green Belt in accordance with the NPPF and Planning Policy for Traveller Sites (or any subsequent national policies).’
2.9 The National Planning Policy Framework (NPPF) defines the five purposes of the Green Belt as:

- to check the unrestricted sprawl of large built-up areas;
- to prevent neighbouring towns merging into one another;
- to assist in safeguarding the countryside from encroachment;
- to preserve the setting and special character of historic towns; and
- to assist in urban regeneration, by encouraging the recycling of derelict and other urban land.

3. Borough Context

3.1 Approximately 80% of the borough is located in the Green Belt and as such, the submitted LPCS confirms that development over the plan period will be focused within the borough’s existing urban areas, and in particular in the main centres of Addlestone, Chertsey, Egham and Virginia Water. In addition, up to 1500 new residential units and 80,000sqm of commercial floorspace are forecasted to come forward at the former DERA site on the western side of the Borough over the plan period, following its removal from the Green Belt (on adoption of the plan).

3.2 The floodplain of the River Thames is fairly extensive on the eastern side of the borough, due to the flat, low lying nature of the land. Runnymede is a borough with over 5000 properties at risk in a 1% annual probability river flood. This makes the borough one of the highest risk areas in the Lower Thames region. Indeed, Runnymede has been identified as one of the top 10 local authority areas for flood risk in England.

3.3 In addition, well over half of the borough is located within the 5km zone of influence of the Thames Basin Heath Special Protection Area (TBHSPA), and a small part of the borough (on its western side) is also located within 400m of the TBHSPA boundary. No new residential development is normally permitted within 400m of the TBHSPA, and mitigation is required for new residential units proposed between 400m and 5km of the TBHSPA. This will continue to be a requirement during the plan period.

3.4 The Borough also contains a number of nationally and internationally important nature conservation sites including Special Areas of Conservation and Sites of Special Scientific Interest. The Borough also has a number of ancient woodland sites and open spaces.

4. Methodology

4.1 The Council expects the Green Belt boundary review to be carried out as an integral part of the LPCS. It has an agreed Project Plan for preparing the LPCS in the Local Development Scheme (LDS). The timing of the Green Belt boundary study will be managed to inform this process.
4.2 To have a defensible boundary that is able to endure until beyond the end of the Plan period, the Council should be able to demonstrate that it has considered all potential options and all potential areas as part of the review. A comprehensive approach to the study is therefore necessary to ensure the permanency of the Green Belt boundary.

4.3 This review will therefore test and identify broad locations with the potential for development, to provide the contingency in the event that it proves impossible to identify a five year housing land supply from sites in the urban areas. The modified LPCS will then identify these broad geographic locations to provide a strategic framework for future DPDs.

4.4 The LPCS directs development away from environmentally sensitive areas such as those identified in section 3 above. It is expected that these areas will be mapped and taken into account in the study.

5. Project Requirements

5.1 The successful consultant will be required to:

- develop a robust, transparent and credible methodology. There is no prescribed methodology for carrying out a Green Belt boundary review, so it is expected that the consultant would have reviewed best practice of Green Belt boundary reviews and other landscape and countryside studies to inform the preferred methodology. An understanding of the general character of the area will be helpful in designing the preferred methodology.

- define and map out absolute constraints to development such as environmentally designated sites to identify areas where development will not be allowed in any event.

- use a logical, consistent and defensible set of criteria to appraise all potential areas at a strategic level with a view to identifying areas that may have realistic potential to accommodate residential development. It is expected that the entire Green Belt will be appraised at a broad level with the purpose of the Green Belt and the policy requirements of the Core Strategy in mind. It is a requirement that the criteria for this assessment will be clearly stated.

- provide a comprehensive assessment of all potential areas. The contribution that each area makes to the purposes of the Green Belt should be highlighted.

- grade the potential sites for their suitability for residential development. The criteria for the grading should be clearly set out a clear and consistent analysis of how areas have been selected, scored and graded with a clear audit trail of all the relevant stages.
recommend to the Council the most sustainable area(s) that should be allocated to deliver any required new homes. Furthermore, the consultants should recommend to the Council those sites that should be safeguarded to meet future housing land supply after 2028

provide detailed and specific assessments/analyses of each of the areas that are recommended for development with regard to their landscape, topography, biodiversity integrity, and their accessibility to key services and facilities by sustainable forms of transport

identify any site specific constraints and appropriate mitigation measures that might be necessary to facilitate development of the areas

provide the Council with a recommendation about where a defensible boundary of the Green Belt should be drawn, taking into account the areas that are being recommended for development. This should be capable of enduring until 2028

provide a reasoned justification for the recommendations

liaise with relevant officers of the Council and the County Council at key stages of the study as required

include a full technical explanation of the methods employed, with any limitations noted, and clearly document all data sources to be used

justify all assumptions, judgements and findings in an open and transparent manner

use and report upon effective quality control mechanisms

6. Report Format

6.1 The Council requires a written report of the outcome of the Study that includes all necessary analysis, outputs and recommendations. The report should be concise and written in a style that is accessible and easy to understand and capable of reproduction in A4 format for ease of production, distribution and use as a reference document. It should include a non technical Executive Summary of the key findings. It will be published as evidence base to support the LPCS. In this regard, care should be taken to ensure that it does not compromise commercial sensitivity and/ or confidentiality.

6.2 In line with the timetable, on 31/08/2014 (unless a different date is agreed between the Council and the appointed consultant at the inception meeting), the consultant will deliver 3 bound copies and one unbound copy of the completed study to the Council. An electronic copy of the study and all related data, including maps, should also be provided in both word (Microsoft office format up to 2010) and pdf formats.
6.3 The consultants will be required to make a presentation of the findings of the study to the LDF Working Group and other Members of the Council.

6.4 When payment is made as agreed with the consultant, the copyright of all elements of the study shall become the property of the client.

6.5 Any maps should be provided in ESRI shapefile format. Ordnance Survey (OS) base mapping for the purposes of the study can be provided, if required, by the Council as part of its Mapping Services Agreement with the OS. A contractor's licence agreement must be signed in order to receive and use OS mapping. Any such OS mapping must be used only for the purposes of the study and be destroyed or returned to the Council on completion of the work.

6.6 All data used in the study will be expected to be made available to the Council as well as that presented in the final report.

7. Progress and Meetings

7.1 In addition to the project inception meeting, the project will also be subject to regular progress reporting throughout its duration. This will generally be via telephone or email, although it is expected that one progress meeting will be required during the course of the project, and the consultants should prepare their quotes on this basis. The date of the progress meeting will be decided at the project inception meeting.

8. Contact

8.1 All questions and correspondence will need to be directed by email to tenders03@runnymede.gov.uk. A specific contact within the Planning & Strategy team will be provided once a consultant has been appointed.


9.1 Under the terms of the Data Protection Act 1998, the project includes the processing of personal data. In accordance with the Act, the data controllers will be the Council and the data processor will be the consultant. All of the personal data processed must be treated as confidential and only used for the purposes outlined in this project brief and only shared with relevant Council Officers.

9.2 Any personal data collected and processed by the consultant under the terms of this project brief must not be disclosed to any third party without the written permission from the client on behalf of the Council. The consultant must take all necessary technical and organisational measures to ensure the security of the personal data against any unlawful or unauthorised processing. The Council will retain ownership of all the personal data collected, processed, and as soon as the contract ends the consultant must return all 'hard copy' files containing personal information to the Council. The consultant will not be permitted to retain personal data processed under this project brief in any format once the agreement has ended.
9.3 The consultant shall comply with the Data Protection Act 1998 and all linked subordinate legislation.

10. Key Dates

10.1 The Council would like to appoint a consultant at the earliest opportunity.

The following table in paragraph 11 sets out the anticipated key dates.

11. Selection Process

<table>
<thead>
<tr>
<th>Project Milestone</th>
<th>Date</th>
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<tbody>
<tr>
<td>Invitation to submit tender issued</td>
<td>01/04/14</td>
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<tr>
<td>Deadline of submission of tender</td>
<td>02/05/14</td>
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<tr>
<td>Interviews</td>
<td>12/05/14 – 16/05/14</td>
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<tr>
<td>Contract Award</td>
<td>19/05/14</td>
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<tr>
<td>Inception meeting</td>
<td>20/05/14 – 23/05/14</td>
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<tr>
<td>Consultant to submit draft report</td>
<td>15/08/14</td>
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<tr>
<td>Consultant to submit final report</td>
<td>31/08/14</td>
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</tbody>
</table>

(Please note that this is an indicative timetable of key milestones only. Key milestones for the project will be agreed with the appointed consultant prior to award of the contract).

Interview

11.1 The initial selection process will be based on the response to the tender only. Shortlisted applicants will be invited to attend an interview during the week commencing 12 May 2014. Interviews for short listed applicants will be held in the Runnymede Borough Council Offices in Station Road, Addlestone.

11.2 The 1 hour interview will take the form of a presentation (20 minute maximum) by the tenderer and will be followed by a question and answer discussion.

11.3 The presentation should focus on the key themes set out in the written submission regarding the approach and methodology to this tender rather than general information about the tenderer’s company. The number of attendees will be limited to a maximum of 3 and should form the core team who will be working on the project on a day to day basis. Please note the interviews will be held during the week commencing 12 May 2014. In the submissions, tenderers are requested to confirm their availability to attend the interview in Addlestone during this week.

12. Contract Documents

12.1 Tenderers are required to submit their tender on the basis that following documentation (“the Contract Documents”) which will form the Contract:
Tenders for part only of the Service will be rejected.

12.2 Tenders are required to be returned by **2 May 2014**.

12.3 It is proposed that the Contract be awarded during the week commencing 19 May 2014 and that the Contract will commence during the week commencing 19 May 2014.

13. **Contract Award Criteria**

13.1 The contract will be awarded in accordance with the criteria set out in the Evaluation Criteria Table, below.

<table>
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<tr>
<th>Evaluation Criteria</th>
<th>Weighting</th>
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<tbody>
<tr>
<td><strong>Cost</strong></td>
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<tr>
<td>1 Cost</td>
<td>50%</td>
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<td><strong>Quality</strong></td>
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<tr>
<td>2 The consultant should provide brief details of the approach and methodology for meeting the requirements of the review to ensure that the Green Belt review is robust.</td>
<td>10%</td>
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<tr>
<td>3 The consultant must to provide full details of the resources, which would be used (including names and brief CVs of key personnel).</td>
<td>10%</td>
</tr>
<tr>
<td>4 The consultant must demonstrate prior experience relevant to a Green Belt review.</td>
<td>10%</td>
</tr>
<tr>
<td>5 Interviews</td>
<td>20%</td>
</tr>
</tbody>
</table>

13.2 The Council will undertake financial checks and take up references of the shortlisted Tenderers prior to award of the contract.

13.3 The Council may undertake additional financial checks on Tenderers prior to award of the Contract.

13.4 Tenderers who fail the further financial checks may not be considered further.

14. **Basis of Tender**

14.1 Tenders have been invited following an advertisement.

15. **Publicity of Tenders**
15.1 The Council may make public a redacted summary of tender sums received together with the names and addresses of all Tenderers.

16. Confidentiality

16.1 Tenderers shall treat the details of this Tender and all associated documents as private and confidential.

17. Period of Validity.

17.1 Tenderers are required to keep tenders valid for acceptance for a period of 90 days from the date of the tender deadline for the submission.

18. Investigation by Tenderer

18.1 The Tenderer is required to investigate all matters relating to the preparation of their Tender in order to ensure that their Tender takes into account all matters and circumstances and is fully comprehensive and inclusive. No claims for additional payments resulting from the Contract shall be allowed insofar as they arise from the failure of the Tenderer to carry out all necessary investigations.

18.2 Any cost encountered, which is not specifically itemised in the tender, shall not be incurred unless specifically agreed upon, in writing by the Authorised Officer.

19. Amendment to Tender

19.1 The Council reserves the right to make changes of a drafting nature to the Tender Documentation, which must be accepted without reservation.

20. Method Statement

20.1 The Consultant shall submit as part of its tender a Method Statement. This shall set out both the proposed method of implementing the Contract and full supporting details of the staff and other resources which will be utilised to achieve the performance levels required by the Specification as well as the information listed in the ‘Method Statement’ section set out below. Within the Method Statement shall be detailed the Consultant's management and control processes which shall clearly indicate how the Consultant proposes to maintain a high level of service. This information must clearly demonstrate to the Council that the Consultant is able to implement the Contract to a high quality and to time.

20.2 Following the Council's decision to award the work, the Authorised Officer shall notify the Consultant of areas in the Method Statement, which may reasonably require further consideration by the Consultant before it can be accepted as the approved Method Statement. The Consultant shall then make such amendments to the Method Statement as are deemed necessary by the Authorised Officer.
20.3 When the Authorised Officer is satisfied with the contents of the Method Statement as revised, it shall form part of the contract between the parties, and shall be referred to as the Method Statement.

21. **Insurances**

21.1 Tenderers will need to provide evidence to the Council that they hold public liability and employee insurances, which are current, and for not less than £5 million pounds in respect of any one incident.

21.2 Tenders shall provide professional indemnity insurance of £1 million per annum.

22. **Equal Opportunities**

22.1 Runnymede Borough Council, as an employer, is committed to promoting equal opportunities to all persons in every aspect of the activities it carries out.

22.2 To ensure that the Council's approach to equal opportunities underpins all its activities, it will follow the requirements of the Race Relations Amendment Act, the Disability Discrimination Act (as amended) and the Equality Act and codes of practice issued by the Equality and Human Rights Commission that relate to employment.

22.3 Consultants, agents (and associated agents or suppliers) working for the Council will also be expected to demonstrate their commitment to equal opportunities through good personnel practices.

23. **Requests for Information**

23.1 Requests for further information and/or clarification of the Tender document or the scope of the work should be sent to tenders03@runnymede.gov.uk by 25 April 2014.

23.2 All such requests will be responded to by e-mail and will be copied to all Consultants invited to tender.

24. **Defects or Omissions**

24.1 Tenderers must notify the Council as soon as any omissions or errors are detected in the specification so a correction may be issued. Such notification must be received by the Council by 25 April 2014.

25. **General Requirements of Tender**

25.1 The tender shall include all costs deemed necessary to cover all contingencies essential to the provision of the services inclusive of equipment, and all other sundries.

26. **Preparation of Tender**
26.1 Tenders are to be prepared at the sole expense of the Tenderer.

26.2 It is the responsibility of Tenderers to obtain for themselves and at their own expense any additional information necessary for the preparation of their tenders.

26.3 All information supplied by the Council in connection with this invitation to tender shall be treated as confidential by prospective Tenderers, except that such information may be disclosed so far as is necessary for the purpose of obtaining quotations necessary for preparation and submission of the Tender.

26.4 This Tender shall be submitted on the Form of Tender incorporated herein. The Form shall be signed by the Tenderer and submitted in the manner and by the date and time stated.

26.5 All documents requiring a signature shall be signed (and where appropriate independently witnessed):-

- Where the Tenderer is an individual, by that individual.
- Where the Tenderer is a partnership, by two duly authorised partners.
- Where the Tenderer is a company, by two Directors or by a Director and the Company Secretary or such persons as are duly authorised to enter into binding Contracts under the provisions of the Company’s Articles of Association.

26.6 The Council is not bound to accept the lowest, or any tender submitted.

26.7 The successful Tenderer will be required to execute a formal contract and until such execution, the successful Tender, together with the Council’s written acceptance, shall form a binding contract on the terms set out in the Contract Documents and where there is any discrepancy or difference between the Tender and the Contract Documents, the latter shall prevail.

27. Tender Submission

27.1 Tenderers must fully complete the Tender Document, which must be signed by the Tenderer and submitted to the Council with the Conditions of Contract, the Specification, the Form of Contract, the prescribed Collusive Tendering Certificate, together with the returns required, on the forms provided.

28. Completion of Tender

28.1 The tender shall be submitted on the Form of Tender incorporated herein. The Form shall be signed by the Tenderer and submitted in the manner and by the date and time stated below together with the following documents:

- A signed Collusive Tendering Certificate
- Completed Pricing Schedules
- Completed Method Statements
● Proof of Professional Indemnity Insurance to the value of £1 million, Employer’s Liability Insurance to the value of £5 million and Public Liability Insurance to the value of £5 million.

28.2 Only the successful Tenderer will be required to complete the Forms of Insurance after the acceptance of his/her Tender by the Council but prior to the commencement of work and may be required to execute a Form of Guarantee at the discretion of the Council.

29. DEADLINE FOR SUBMISSION OF TENDER

28.1 Tender Return

Once completed, a copy of the Form of Tender, Price Schedule, Method Statements and all other contact documents must then be sent in the Official Tender Return Envelope (supplied) and must arrive NOT LATER THAN 12 NOON FRIDAY 2 MAY 2014.
FORM OF TENDER

Contract for Green Belt Review

TO: Runnymede Borough Council
   Civic Centre
   Station Road
   Addlestone
   Surrey
   KT15 2AH

I/We__________________________________________________________________
carrying on business at ___________________________________________
____________________________________________________________________

hereby tender and undertake to supply, deliver and carry out the contract for the Green Belt Review which is to be performed in accordance with the Terms and Conditions of Contract, Specification and all other Contract Documentation as defined for the sum specified in the Pricing Schedules.

I/We agree that the insertion by me/us of any conditions qualifying this Tender or any unauthorised alteration to any of the Tender Documents shall not affect the Articles of Contract or the Contract Conditions and may cause the Tender to be rejected.

I/We agree that this Tender shall remain open to be accepted or not by the Authority and shall not be withdrawn for a period of 90 days from this date.

And I/We further undertake to execute a Contract to be prepared at your expense for the proper and complete fulfillment of the Service.

Unless and until a formal Contract is prepared and executed, this Tender, together with your acceptance thereof in writing, shall constitute a binding contract between us and such contract shall be on the terms set out in the Contract Documentation.

I/We certify that the details of this Tender have not been communicated to any other person or adjusted in accordance with any Contract or arrangement with any person.

I/We understand that you are not bound to accept the lowest or any Tender you may receive.

I/We certify that this is a bona fide Tender.

Consultant’s Signature(s)
(Print name(s) in full)

Date

Name and Address of Firm
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COLLUSIVE TENDERING CERTIFICATE

We certify that this is a bona fide Tender and that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this Tender any of the following acts:

a) entered into any Contract with any person outside this consortium, with the aim of preventing Tenders being made or as to the amount of any Tender or the conditions on which the Tender is made;

b) informed a person outside this consortium, other than the person calling for these Tenders, the amount or the approximate amount of the Tender, except where the disclosure, in confidence, of the approximate amount of Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender;

c) caused or induced any person to enter into such a Contract as is mentioned in paragraph (a) above or to inform us of the amount or the approximate amount of any rival tender for the Contract.

In this Certificate “person” includes any persons and any body of persons corporate or unincorporate, “person outside this consortium” means, where the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or where the consortium is a company, a person other than a company holding shares in the consortium or any employee of such a company or the consortium and “Contract” includes an arrangement whether formal or informal and whether legally binding or not.

Signed: ________________________________

Name: ________________________________

On behalf of:

____________________________________

____________________________________

Date: ________________________________
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**METHOD STATEMENT**

Please set out details of the following *continue on separate sheets as necessary please*:-

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<td><strong>1</strong></td>
<td>Please provide brief details of the approach and methodology for meeting the requirements of the review to ensure that the Green Belt review is robust</td>
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<td>RESOURCES STATEMENTS</td>
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<td>Please provide full details of the resources, which would be used (including names and brief CVs of key personnel).</td>
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<td>Please demonstrate that the consultancy you work for/represent has prior experience relevant to a Green Belt Review.</td>
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All these details constitute part of our offer.

Signed_________________________________  Date_________________________________

For--------------------------------------------------------------------------------------------------------------------------
REFERENCES

Tenderers must list **ALL** local government contracts, together with any other relevant public sector contracts, undertaken during the last 36 months.

<table>
<thead>
<tr>
<th>Name of address of Council (or other public sector body)</th>
<th>Approximate value of contract</th>
<th>Duration of Contract</th>
<th>Name, address, telephone number and e-mail of referee</th>
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*Please continue if necessary.*
Price Schedule

| Total Price* | £ |

*TOTAL PRICE (inclusive of all travelling, subsistence and all other expenses)

All prices submitted should be exclusive of VAT
## PROVISIONAL ITEM(S)

**Hourly Rates (inclusive of all travelling, subsistence and all other expenses)**

<table>
<thead>
<tr>
<th></th>
<th>£</th>
<th>per hour</th>
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<tbody>
<tr>
<td>Partner/ Director</td>
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<tr>
<td>Senior Consultant</td>
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**Daily Rates (inclusive of all travelling, subsistence and all other expenses)**

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All prices submitted should be exclusive of VAT
THE CONTRACT

CONTRACT GREEN BELT REVIEW

Mario Leo
Corporate Head of Governance and Assets
Runnymede Borough Council
Civic Centre
Station Road
Addlestone
Surrey. KT15 2AH

Ref: legal/RHP
CONTRACT FOR GREEN BELT REVIEW

ARTICLES OF CONTRACT

THIS CONTRACT is made the ___________________________ day of ___________________________ 2014 between RUNNYMEDE BOROUGH COUNCIL of Civic Centre, Station Road, Addlestone, Surrey, KT15 2AH (“the Council) of the one part and [ ] (“the Consultant”) of the other part

DEFINITIONS: "The Contract" comprises these Articles of Contract and the Consultant’s Tender dated [ ], the Council’s Tender Documentation, the Conditions of Contract, the Specification, the Consultant’s Pricing Schedule and the Council’s letters to the Consultant dated [ ] attached hereto.

WHEREAS

1. The Council wishes to have provided the Services set out in the Contract, and

2. The Consultant is willing to perform such Services in accordance with the provisions of the Contract.

NOW IT IS AGREED between the Council and the Consultant as follows:

1. This Contract constitutes the sole contract or Contract between the Council and the Consultant for the performance by the Consultant of the Services.

2. The Consultant shall provide the Services in accordance with the provisions of the Contract and to the satisfaction of the Council for the Contract Period.

3. So long as the Consultant shall continue to provide the Services in accordance with the provisions of the Contract and to the satisfaction of the Council, the Council shall pay to the Consultant the sums exclusive of VAT as shall become payable under this Contract at the times and in the manner specified in the Contract.
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IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed have hereunto set their hands and seals the day and year first before written

The COMMON SEAL of
RUNNYMEDE BOROUGH COUNCIL is hereunto affixed and is authenticated by

Chief Executive Officer

THE COMMON SEAL OF

was hereunto affixed in the presence of:

Director
Secretary
GENERAL TERMS AND CONDITIONS

1. INTERPRETATION

1.1 Definitions

In this Agreement, except where the context otherwise requires, the following expressions shall have the meanings ascribed to them:

“2000 Act” means the Freedom of Information Act 2000 and any subordinate legislation made thereunder from time to time together with any guidance and codes of practice issued by the Information Commissioner in relation thereto;

“Assessment” means the development management services for analysing viability assessments (Phase three Services) carried out by the Consultant and instructed on a case by case basis at the discretion of the Council.

“Confidential Information” means information, data and material of any nature which either Party may receive or obtain in connection with this Agreement and:

(1) which comprises Personal Data or Sensitive Personal Data (as both terms are defined in the Data Protection Act 1998); or

(2) the disclosure of which would or would be likely to prejudice the commercial interests of either Party or any other person and the public interest in maintaining non disclosure would outweigh the public interest in disclosure; or

(3) the disclosure of which by the Council would constitute a breach of confidence actionable by the Consultant or a third party; or

(4) which constitutes a trade secret;

“Engagement” means the engagement of the Consultant by the Council on the terms of this Agreement;

Environmental Information Regulations” means the Environmental Information Regulations 2004;
“Fees” means the fees due to the Consultant in return for the satisfactory performance of the Services as identified in Schedule 1;

“Force Majeure” means war, civil war, armed conflict, terrorist attack, governmental action, fire, flood or epidemic or any other act or matter which notwithstanding the reasonable diligence and foresight of the affected Party is, beyond the reasonable control of that Party. For the avoidance of doubt, Force Majeure shall not include strikes or other industrial action by the employees of the affected Party or its agents or subcontractors;

“Information” shall be as defined in section 84 of the 2000 Act;

“Intellectual Property Rights” means all patents, rights, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

“Request for Information” shall have the meaning set out in section 8 of the 2000 Act or any apparent request for information under the 2000 Act or the Environmental Information Regulations;

“Service(s)” means all of the services due to be rendered by the Consultant and more particularly described in the Specification;

“Specification” means the document set out in Schedule 1 relating to the provision of the Services, as varied by the Council from time to time;

“Working Day” means any day (other than a Saturday or Sunday or recognised Bank Holiday) on which banks are open for business in the City of London.
“Works” all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant in the provision of the Services.

1.2 In interpreting this Agreement:

1.2.1 Any reference to the singular includes the plural and vice versa and reference to one gender includes all genders.

1.2.2 Any reference to a statutory provision includes any statutory consolidation, re-enactment, amendment or replacement of it and any subordinate legislation made from time to time under it.

1.2.3 The Schedules to this Agreement are an integral part of this Agreement and reference to this Agreement includes references to the Schedules unless stated otherwise.

1.2.4 The headings do not form part of or affect interpretation of this Agreement.

2. APPOINTMENT

2.1 In consideration of compliance by each of the Parties of all of their respective obligations contained or otherwise inferred by this Agreement, the Council appoints the Consultant and the Consultant undertakes to render the Services on the terms and conditions set out in this Agreement.

3. WARRANTIES AND OBLIGATIONS

3.1 The Consultant shall carry out the Services in accordance with this Agreement within the time scales (where applicable) specified in Schedule 1.

3.2 The Consultant hereby represents, warrants and undertakes to the Council the Services will be performed with due skill, care, diligence and prudence and in utmost good faith in accordance with the Specification, all relevant legislation and the reasonable requirements of the Council.

3.3 The Consultant shall procure that the Services are provided by its authorised personnel agreed upon in writing by the Council and shall use its best endeavours to maintain continuity of such staff. Any replacement of relevant staff shall be subject to the prior written approval of the Council Officer and any such replacement shall have not less than equivalent expertise and experience to the person replaced.

3.4 In performing the Services the Consultant shall comply with the requests and instructions of the Council Officer (or person delegated by him) who has full authority to act on behalf of the Council in relation to all matters arising under this Agreement.
3.5 Subject to the provisions of Clause 10, the Consultant hereby grants to the Council an irrevocable, royalty free, perpetual, transferable and exclusive licence to use all Intellectual Property Rights (including know how and design rights) in all materials and Services supplied by the Consultant to the Council. The Consultant hereby agrees to indemnify the Council against all costs, losses, expenses, claims, damages, liabilities and proceedings howsoever arising and/or incurred by the Council whether as a consequence of infringement or alleged infringement of any third party’s Intellectual Property Rights.

3.6 The Consultant undertakes to meet with the Council Officer in order to provide written progress reports regarding performance of the Services at such intervals as the Council may reasonably require.

3.7 The Consultant shall afford the Council Officer access to all information (including relevant data, reports and accounts) at reasonable times to ensure record of satisfactory performance of the Services.

3.8 The Consultant shall be responsible for:

a) the organisation and administration of the Services outlined in the Specification; and

b) ensuring that when engaged in the provision of the Services the Consultant, its staff and any persons acting on the Consultant’s behalf shall comply in all respects with the law for the time being in force including (but not limited to):

   i) the Equality Act 2010; and

   ii) any relevant legislation requiring steps to be taken to secure the health, safety and welfare of all persons involved in the Services to the same extent and in the same manner as an employer is required to do in relation to his employees by or under the relevant legislation for the time being in force.

3.9 The Consultant undertakes to provide the Council with written progress reports as specified in the Specification and/or on request and ensure monitoring and tracking information is made available to the Council as and when requested.

3.10 The Consultant shall neither make nor advertise any public announcement or representation regarding the Services without the written consent of the Council and shall utilise (where applicable) the Council’s logo(s) upon the written approval of the Council Officer.

3.11 The Consultant shall provide copies of any written material produced as part of the delivery of the Services.

3.12 The Consultant will provide the Council with the key deliverables outlined in the Specification on the dates (where applicable) stated therein.

3.13 The Parties agree that time for performance of the Services shall be of the essence and failure to perform the Services accordingly will be a fundamental breach of the Consultant’s obligations hereunder.
4. **PROVISION OF INFORMATION**

4.1 Within a reasonable period, the Council shall use its reasonable endeavours to provide any relevant Information to the Consultant.

4.2 At the request of the Consultant, the Council shall provide the Consultant with such further information as the Consultant may reasonably require in order to provide the Services and which the Consultant is not itself required to provide as part of the Services.

5. **PAYMENT**

5.1 In consideration of the successful supply of the Services in accordance with the terms of this Agreement to the satisfaction of the Council, and acceptance from the Council that the deliverables set out in the Specification have been completed, the Council will pay to the Consultant the Fees in accordance with Clauses 5.3 and 5.4 below subject to the provisions contained in the Specification relating to retention of all or part of the Fees by the Council.

5.2 The Consultant shall submit an invoice to the Council for the relevant part of the Fees plus any applicable Value Added Tax when those parts of the Services to which the Fees relate have been successfully rendered with such invoice being itemised to identify who in the Consultant’s organisation is providing which parts or elements of the Services and their hours spent in the provision thereof.

5.3 On completion of the work, the Council shall pay the Consultant’s invoice in arrears for Services correctly rendered within 30 (thirty) Working Days of receipt of the invoice. Failure to pay the Fee in accordance with the terms of this Agreement shall result in interest being payable by the Council from the date payment is due at the rate of 1% above the base rate of the Cooperative Bank plc, calculated on a daily basis which the Parties hereto agree shall be a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

5.4 The Consultant shall if possible submit their invoices electronically.

6. **CONFLICT OF INTEREST**

6.1 In undertaking the Services, the Consultant shall at all times act in the best interests of the Council and shall at no time subordinate or otherwise undermine the Council’s interests to the advantage of its own interests or those of any third party.

6.2 The Consultant shall immediately notify the Council Officer in writing upon becoming aware of any actual or potential conflict of interest between the interests of the Council and itself or any other client or prospective client and will take all necessary steps to remove or avoid the cause of such conflict of interest to the satisfaction of the Council Officer.

7. **REPORTING**

7.1 The Consultant shall report to the Council Officer on its progress in undertaking the Services as and when required by the Council Officer.
8. DATA PROTECTION

8.1 The Consultant shall comply with its obligations, whether as data controller, data processor or otherwise under the Data Protection Act 1998 in so far as applicable to the performance of its obligations under this Agreement.

8.2 The Consultant shall not knowingly place the Council in breach of its obligations under the Data Protection Act 1998.

8.3 The Consultant shall indemnify the Council against any and all damages, losses, liabilities, claims, expenses and actions arising as a result of any breach of the Consultant’s obligations under Clause 8.1 or 8.2.

9. OWNERSHIP

9.1 The Consultant hereby acknowledges that the ownership of and all Intellectual Property Rights in the (including but not limited to) reports, documents, materials and any database provided by it in undertaking and supplying the Services shall vest in the Council upon creation thereof and in consideration of the payment of £1.00 (one pound), being part of the consideration paid by the Council under this Agreement (receipt of which is hereby acknowledged), the Consultant hereby assigns as beneficial owner to the Council all Intellectual Property Rights in such reports, documents and databases.

9.2 If use of such reports, documents, materials or database is found to infringe the rights of any third party, the Consultant shall indemnify the Council against all resulting claims, costs, losses, damages, expenses and liabilities howsoever incurred as a consequence thereof.

10. FREEDOM OF INFORMATION

10.1 The Consultant acknowledges that the Council is subject to the requirements of the Environmental Information Regulations and the 2000 Act and agrees to use all reasonable endeavours to assist the Council (at the Consultant’s expense) to comply with its obligations imposed under those provisions.

10.2 The Consultant shall process Information provided to the Consultant by the Council, produced in the performance of this Agreement or relating to this Agreement in accordance with a records management system, which complies with the Lord Chancellor’s code of practice for the keeping and management of records under section 46 of the 2000 Act.

10.3 Subject to Clause 11.6, the Consultant shall and shall procure that its subcontractors shall:

10.3.1 transfer any Request for Information received by the Consultant or its subcontractors to the Council promptly and, in any event, within two Working Days of its receipt;

10.3.2 provide the Council with a copy of all Information in its possession or power in the form and within the time scale that the Council requires;
10.3.3 provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a Request Information within the time for compliance prescribed by Section 10 of the 2000 Act;

10.3.4 not respond directly to a Request for Information or disclose or release Information without the prior written authority of the Council.

10.4 Subject to Clause 11.6, the Council shall be responsible for determining, in its absolute discretion, whether:

10.4.1 Information relating to a Request for Information is exempt from disclosure under the 2000 Act or the Environmental Information Regulations;

10.4.2 any Information is to be disclosed in response to a Request for Information.

10.5 The Consultant acknowledges that the Council may be obliged under the 2000 Act or the Environmental Information Regulations to disclose Information:

10.5.1 without consulting the Consultant; or

10.5.2 following consultation with the Consultant and having taken its views into account.

10.6 Where the 2000 Act applies to the Consultant (by virtue of an order made under section 5 of the 2000 Act or otherwise), the Consultant shall:

10.6.1 comply with the 2000 Act and any associated legislation and codes of practice (including (without limitation) the Secretary of State’s and Lord Chancellor’s codes of practice issued under sections 45 and 46 of the 2000 Act ); and

10.6.2 where the Consultant receives a Request for Information from a third party under the 2000 Act, which relates to the Council and / or this Agreement:

10.6.2.1 inform the Council about the Request For Information and the nature of the Information being sought as soon as reasonably possible;

10.6.2.2 consider and apply all lawful exemptions provided under the 2000 Act to withhold Information sought in terms of the Request For Information;

10.6.2.3 consult with the Council prior to the disclosure of any such Information; and
10.6.2.4 keep the Council informed about the Consultant’s progress in dealing with any Request For Information and where requested by the Council, provide the Council with copies of any correspondence and documents relating to the Request For Information.

10.7 The Consultant shall indemnify the Council against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith by the Council as a result of any breach of this Clause 10 by the Consultant, the Consultant’s personnel, subcontractors or agents.

10.8 The Consultant acknowledges that the definition of Confidential Information is indicative only and that the Council may be obliged to disclose Confidential Information pursuant to the Environmental Information Regulations or the 2000 Act.

11. CONFIDENTIALITY

11.1 Subject to Clauses 11.3, 11.6 and 11.8 each Party undertakes to the other Party:

11.1.1 to treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly both during the duration of appointment and following expiry or termination of this Agreement;

11.1.2 not to disclose any Confidential Information belonging to the other Party without the prior written consent of that Party, except to such persons and to such extent as may be strictly necessary for the performance of this Agreement or except where such disclosure is otherwise expressly permitted by the provisions of this Agreement; and

11.1.3 not to use any Confidential Information received from the other Party otherwise than for the purposes of or in connection with this Agreement.

11.2 The Parties shall use of all reasonable endeavours to procure that their employees, agents and subcontractors keep confidential and do not make any disclosure of Confidential Information to any third party in breach of Clause 11.1 above and only use such Confidential Information in connection with the performance of this Agreement.

11.3 Clause 11.1 shall not apply to disclosure of Confidential Information by either Party to any department, office or agency of the Government and shall not apply to any disclosure of Confidential Information:

11.3.1 which a Party can demonstrate has or becomes generally available to the public and in the public domain otherwise than through the act or default of (or on behalf of) the relevant Party;

11.3.2 which was in the possession of the receiving Party without restriction as to its disposal, before receiving it from the disclosing Party;

11.3.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
11.3.4 which is required by law, any judicial or administrative process, the rules of any stock exchange or governmental or regulatory authority having the force of law;

11.3.5 to enable a determination to be made under the Dispute Resolution Procedure in Clause 24;

11.3.6 which is for the purpose of:

11.3.6.1 the examination and certification of the Council’s or the Consultant’s accounts; or

11.3.6.2 any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Council has utilised its resources; or

11.3.7 by the Council to any third party, insofar as this may be necessary to the performance or provision by that third party of any services or works whatsoever for or to the Council;

11.3.8 by the Council to a third party managing properties on behalf of the Council and/or relating to Council residential or non residential properties and further disclosure by that third party insofar as his is reasonably necessary for the proper discharge of the Council’s functions which have been or may be delegated by the Council to the third party;

11.3.9 by the Council in service monitoring reports to the Council’s executive or other member body, Sub-Boards or Committees.

11.4 The Consultant shall not make use of this Agreement or other information issued or provided by the Council in connection with this Agreement otherwise than for the purpose of this Agreement, except with the prior written consent of the Council.

11.5 When the Consultant, in carrying out its obligations under this Agreement, is provided with Confidential Information or other information relating to users or potential customers of Council services the Consultant shall not disclose or make use of any such Confidential Information or other information otherwise than for the purpose for which it was provided, unless the Consultant has sought and obtained the prior written consent of that person or the Council.

11.6 At the request of the Council, the Consultant shall facilitate the Council’s compliance with the Code of Practice on Access to Government Information (second edition) (“the Code”) or the Environmental Information Regulations and in the event that the Council is required to provide information to a person as a result of a request made to it under such Code or regulations, the Consultant shall provide such information relating to this Agreement, the Services or itself to enable the Council to adhere to the requirements of the Code or regulations.
11.7 Nothing in this Clause 11 shall prevent either Party from using any ideas, know-how or techniques gained during the performance of this Agreement in the course of its normal business, to the extent that this does not result in the disclosure of Confidential Information or an infringement of Intellectual Property Rights.

11.8 The Consultant acknowledges to the Council that nothing in this Clause 11 shall fetter or affect the Council’s obligations under the Data Protection Act 1998, the 2000 Act or the Environmental Information Regulations.

12. PUBLICITY

12.1 Subject to Clause 12.3, the Consultant shall not and shall procure that any member of the Consultant’s personnel or subcontractor shall not make any public statement or issue any press releases or any other form of publicity document relating to, connected with or arising out of this Agreement or the matters contained in this Agreement without obtaining the Council’s prior written approval as to its contents and manner and timing of its presentation and publication.

12.2 The Consultant shall not and shall procure that any member of the Consultant’s personnel, shall not communicate with, or provide information to any representatives of the press, television, radio or other media on any matter concerning or arising out of this Agreement without the prior written approval of the Council.

12.3 Either Party may make a public statement or announcement concerning the completion of this Agreement if required by:

12.3.1 law; or

12.3.2 any regulatory or Government body to which either Party is subject or submits, wherever situated, whether or not the requirement has the force of law PROVIDED THAT any such statement does not contravene the duty of confidentiality contained in Clause 12.1

12.4 Subject to the provisions of Clause 12.1, the Council reserves the right to publish or disseminate information about this Agreement and the provision of the Services, as it may deem appropriate from time to time.

13. INSURANCE AND INDEMNITY

13.1 The Consultant shall indemnify and keep the Council indemnified against all costs, expenses, losses, damages, liabilities, claims, actions and proceedings arising from any negligent act, default or omission or breach of this Agreement by the Consultant or any other of its employees.

13.2 The Consultant warrants that it has (a) Professional Indemnity insurance covering its liability for negligence under this Agreement for a minimum amount of £1,000,000, (b) Employer’s Liability insurance (where applicable) for a minimum amount of £5,000,000 and (c) Public Liability insurance for a minimum amount of £5,000,000 for any occurrence or series of occurrences arising out of each and every event.
13.3 The Consultant shall, on request supply to the Council Officer within three Working Days of such request a copy of each of said insurance policies, cover notes, premium receipts and other documentary evidence necessary to establish that the insurances required by Clause 13.2 are being maintained.

13.4 If the Consultant fails to comply with Clause 13.2, without prejudice to any other rights or remedies the Council may have, the Consultant shall pay to the Council on demand any money the Council reasonably expends to effect insurance (at its discretion) against any risk with respect to which such default shall have occurred (together with an administrative charge of 3% of the costs incurred by the Council in obtaining such insurance).

14. TERMINATION

14.1 The Council shall be entitled to terminate this Agreement on written notice to the Consultant having immediate effect if:

14.1.1 the Consultant commits a breach of its obligations under this Agreement and has not remedied such breach (if capable of remedy) following service of a notice by the Council on the Consultant stating the breach and giving a reasonable period in which the said breach must be remedied; or

14.1.2 the Consultant commits a fundamental breach of its obligations under this Agreement; or

14.1.3 the Consultant becomes insolvent or bankrupt or enters into administration or has a receiver or liquidator appointed or ceases to trade; or

14.1.4 the Consultant breaches the provisions of Clause 27; or

14.1.5 the Consultant is prevented from carrying out the Services (or a material part thereof) for a period longer than twenty Working Days by reason of Force Majeure; or

14.1.6 a conflict of interest arises between the interests of the Council and the Consultant or the interests of another client of the Consultant, which the Consultant is unable to resolve to the satisfaction of the Council.
14.2 The Consultant may terminate this Agreement by twenty Working Days notice in writing if any Fees remain unpaid after the due date for payment and the Consultant has served written notice on the Council stating that such fees remain unpaid and that the Consultant intends to invoke the provisions of this Clause 14.2 and such fees remain unpaid for a further twenty Working Days following receipt by the Council of the Consultant’s notice.

14.3 Termination of this Agreement or completion of the provision of the Services shall:

14.3.1 be without prejudice to the rights and remedies of the Parties’ accrued before such termination or completion;

14.3.2 not prejudice the right of either Party to recover any amount due and payable on or before such termination or completion;

14.3.3 not prejudice or affect any right or obligation or either Party which, having fallen to be performed on or before the date of termination or completion, remains to be performed or discharged on such date;

14.3.4 not prejudice or effect any right or obligation of either Party which is expressed to continue or by implication is intended to continue after the date of termination or completion including, but not limited to, Clauses 8, 10, 11, 12 and 13.

14.4 On termination of this Agreement or completion of the Services, the Consultant shall promptly deliver to the Council all information, data and documentation in its possession, which relates to the Services.

14.5 The Council shall have the right to terminate the Agreement without obligations to pay for any Services not yet rendered by giving one week’s notice in writing or such other period as it considers reasonable under the circumstances.

15. **FORCE MAJEURE**

15.1 The Consultant shall not be liable to the Council under this Agreement to the extent that it is unable to perform its obligations by reason of Force Majeure, provided that the Consultant shall use all reasonable endeavours to minimise the effect of the Force Majeure and to resume performance of its obligations as soon as practicable.

15.2 The Consultant shall notify the Council as soon as reasonably practicable after becoming aware of an event of Force Majeure if it wishes to claim relief under Clause 15.1. The notice shall contain all relevant information relating to the event of Force Majeure including the nature and effect of the Force Majeure, the actions being taken (or to be taken) to minimise its effect and an estimated duration.

15.3 The Consultant shall take all steps necessary and consistent with good industry practice to minimise the effect of the Force Majeure on the provision of the Services.

15.4 Where Force Majeure has a material effect on the provision of the Services for longer than twenty Working Days, the Council may terminate the Agreement pursuant to Clause 14.1.5.
16. **COMPLIANCE WITH LEGISLATION**

16.1 In carrying out the Services, the Consultant shall comply with all applicable EU and UK legislation and subordinate legislation and shall ensure that all work is undertaken with reference to the relevant professional standards.

17. **ENTIRE AGREEMENT**

17.1 This Agreement sets out the entire agreement between the Parties with respect to the subject matter covered by it and there are no prior or contemporaneous agreements between the Parties with respect to it.

17.2 The Consultant acknowledges and confirms that it does not enter into this Agreement in reliance on any representation, warranty or any undertaking not expressly set out herein.

18. **AGENCY**

18.1 The Consultant shall not be deemed to be an agent of the Council and shall not hold itself out as having authority or power to bind the Council in any way.

18.2 The Parties consider that those providing the Services are not agency workers by virtue of Regulations 3(2) of the Agency Worker Regulations 2011.

19. **VARIATIONS**

19.1 The Council reserves the right by notice to the Consultant to vary the Specification; any change to the Fees and/or times for completion of the Services arising as a consequence of such variation shall be fair and reasonable and agreed in writing between the Council and the Consultant. In the event of failure to reach agreement to the said variation, the matter shall be dealt with in accordance with the provisions of Clause 24.

20. **THIRD PARTY RIGHTS**

20.1 The Parties acknowledge that for the purposes of the Contracts (Rights of Third Parties) Act 1999, this Agreement is intended and agreed to be for the sole benefit of the Parties and is not intended to and does not create or confer any right or benefit enforceable by any third party.

21. **WAIVER**

21.1 The failure by either Party to enforce at any time or for any period any one or more of the terms and conditions of this Agreement shall not be a waiver of them or the right at any time subsequently to enforce all the terms and conditions of this Agreement.

22. **ASSIGNMENT AND SUBCONTRACTING**

22.1 The Consultant shall not assign or subcontract any of its rights or obligations under this Agreement without the prior written consent of the Council, which consent shall be at the absolute discretion of the Council.
23. **NOTICES**

23.1 Any notice to be served under this Agreement shall be delivered personally or sent by prepaid recorded delivery right to the address set out in the descriptions of the Parties contained in the Articles of Agreement (or at such other address as the Parties may notify each other of in writing from time to time).

Any such notice shall be deemed to have been served:

23.1.1 if served personally, at the time of delivery; or

23.1.2 if sent by recorded delivery post, two Working Days after posting.

24. **DISPUTE RESOLUTION**

24.1 Any dispute or difference between the Parties arising out of or connected with this Agreement or the performance of the Services shall be dealt with in accordance with the dispute resolution procedure set out in this Clause 24.

24.2 The Parties shall each be under a general obligation to use all reasonable endeavours to negotiate in good faith and to settle amicably any such dispute or difference.

24.3 **Stage 1 - Negotiation between the Parties**

Neither Party shall refer any dispute to Stage 2 unless they have first taken reasonable steps to notify and discuss the dispute with the other Party and to resolve it amicably. The reasonable steps to be taken shall include a meeting between the Council Officer and an authorised officer of the Consultant.

24.4 **Stage 2 – Internal Dispute Resolution**

Where a dispute has not been resolved at Stage 1, the Chief Executive in the case of the Council and the Managing Director in the case of the Consultant shall meet at the earliest practicable time to discuss and endeavour to settle the dispute.

24.5 **Stage 3 – Expert Determination**

24.5.1 If the dispute cannot be resolved at Stage 2, either Party may serve written notice on the other Party requiring the dispute to be referred to an expert.

24.5.2 Within five Working Days of the service of a notice of dispute, the Parties shall endeavour to agree upon the identity of the expert and if agreed the dispute shall be referred to such expert for determination.

24.5.3 If the Parties are unable to reach agreement upon an expert, then the expert shall on application by either party, be nominated by the President for the time being of the Law Society.
24.5.4 The terms of reference for the determination of the dispute shall be agreed by the Parties with the expert or in default of agreement, be determined by the expert.

24.5.5 The expert shall be deemed not to be an arbitrator but shall render her or his decision as an expert and the provision of the Arbitration Act 1996 and the law relating to arbitration shall not apply to the expert or the determination or the procedure by which he or she reaches the determination. The expert shall be under a duty to act fairly and impartially but the expert shall not be bound by other rules and procedures and shall conduct her or his determination of the dispute as he or she thinks fit.

24.5.6 Unless and until the expert’s determination is affected by an order of the court, the decision of the expert shall be final and binding on the notices.

24.6 Stage 4 - Referral to the Courts

24.6.1 Nothing contained in Clause 24.5 shall prevent either Party at any time seeking any interim or interlocutory relief from the Court.

24.6.2 Notwithstanding the provisions of Clause 24.5, either Party may refer any matter to the Court for determination by commencing proceedings in the Court within thirty Working Days after receipt of the decision of the expert.

24.6.3 In any proceedings before the Court in respect of any dispute, the Court shall have full power to open up, vary, review and revise any dispute resolution or determination of the expert.

25. UNLAWFUL DISCRIMINATION AND EQUAL OPPORTUNITIES

25.1 In the provision of the Services the Consultant shall comply and shall ensure that its employees, agents and subcontractors comply with the best professional practice in relation to equal opportunities in particular (but not limited to) all relevant Legislation (including the Equality Act 2010) as well as statutory and other official guidance and codes of practice.

25.2 The Consultant acknowledges that the Council has a general duty under the Equality Act 2010 ("the Act") to have due regard to the need to eliminate unlawful discrimination and promote equality of opportunity in carrying out their functions. The Consultant shall be considered to have the same obligations as the Council under the Acts when providing the Services under this Agreement. The Consultant shall comply with the general duty under the Act and any Codes of Practice issued by the Equality and Human Rights Commission including (but not limited to) the Statutory Code of Practice on Racial Equality in Employment (2006). The Consultant shall be considered to be in breach of this Clause 25 in the event of any non-compliance with the Act and any Codes of Practice.
25.3 The Consultant shall adopt the Council’s own equal opportunities policies and procedures (as the same may be adopted and amended from time to time as notified to the Consultant) to comply with the statutory requirements of the Act and accordingly shall not, when employing persons for the purpose of providing the Services, discriminate on the grounds of any of the protected characteristics as defined within the Act, namely; age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation, directly, indirectly or by victimisation.

25.4 The Consultant shall indemnify the Council in respect of any costs and legal expenses incurred in defending any action brought by the Equality and Human Rights Commission and/or any third party against the Council for non-compliance with the Act and/or any Codes of Practice as a result of the breach of this Clause 25 by the Consultant.

25.5 The Consultant shall inform the Council Officer as soon as becoming aware of any legal proceedings (whether civil or criminal) brought against the Consultant under the Act or any other relevant legislation or of any judgements, awards, convictions (not spent or exempted under the Rehabilitation of Offenders Act 1974), or settlements arising therefrom, and shall provide the Council Officer with such further information and documentation as may be required in relation thereto.

26. INTELLECTUAL PROPERTY

26.1 The Consultant warrants to the Council that it has obtained all necessary assignments of all existing and future Intellectual Property Rights in the Works, and all materials embodying such rights, and a written irrevocable waiver of all the Consultant's statutory moral rights in the Works, to the fullest extent permissible by law.

26.2 The Consultant hereby assigns to the Council all existing and future Intellectual Property Rights in the Works and all materials embodying such rights to the fullest extent permitted by law. Insofar as they do not so vest automatically by operation of law or under this Agreement, the Consultant holds legal title in such rights and inventions on trust for the Council.

26.3 The Consultant undertakes:

a) to notify to the Council in writing full details of all Works promptly on their creation;

b) to keep confidential the details of all Works;

c) whenever requested to do so by the Council and in any event on the termination of the Engagement, promptly to deliver to the Council all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in its possession, custody or power;

d) not to register nor attempt to register any Intellectual Property Rights in the Works unless requested to do so by the Council; and
e) to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works has passed, or will pass, to the Council.

26.4 The Consultant warrants to the Council that:

a) it has not given and will not give permission to any third party to use any of the Works, nor any of the Intellectual Property Rights in the Works;

b) it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and

c) the use of the Works or the Intellectual Property Rights in the Works by the Council will not infringe the rights of any third party.

26.5 The Consultant agrees to indemnify the Council and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Council, or for which the Council may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works supplied by the Consultant to the Council during the course of providing the Services.

26.6 The Consultant waives any moral rights in the Works to which he is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Works or other materials, infringes the Consultant's moral rights.

26.7 The Consultant acknowledges that, except as provided by law, no further remuneration or compensation other than that provided for in this agreement is or may become due to the Consultant in respect of the performance of its obligations under this Clause.

26.8 The Consultant undertakes, at the expense of the Council, at any time either during or after the Engagement, to execute all documents, make all applications, give all assistance and do all acts and things as may, in the opinion of the Council, be necessary or desirable to vest the Intellectual Property Rights in, and to register them in, the name of the Council and to defend the Council against claims that works embodying Intellectual Property Rights or inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works.

27. PREVENTION OF CORRUPTION

27.1 The Council may terminate this Agreement and recover all its losses if the Consultant (or its personnel):

a) fails to comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti corruption including but not limited to the Bribery Act 2010; and
b) engages in any activity, practice or conduct which would constitute an offence under, section 1, 2, and 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; or

c) engages in any activity, practice or conduct which would constitute an offence under Section 117 of the Local Government Act 1972 and any amendment thereto or any subsequent legislation.

28. GOVERNING LAW

28.1 This Agreement shall be governed by and interpreted in accordance with English law and the English Courts shall have jurisdiction with regard to all matters arising therefrom.
SCHEDULE 1

Green Belt Review.

Contract Specification
1. Introduction

1.1 The Council wishes to engage a Consultant to undertake Green Belt review, which will further inform the new Local Plan Core Strategy (LPCS). The LPCS (2013-2028) is scheduled for examination in mid 2014 with a preliminary hearing scheduled for 9th April 2014.

1.2 The LPCS is the foundation of the Borough's Local Plan (LP). It sets out the overall ambitions and priorities for Runnymede Borough, and contains a set of strategic level policies to ensure that there is a mechanism in place to realise ambitions and priorities while considering the significant number of constraints within the borough.

1.3 The Local Plan Core Strategy (LPCS) housing strategy relies on new residential development being directed to areas within existing urban settlements, apart from the proposal for the development of a new community at the former DERA site at Longcross. This site, which is currently in the Green Belt, will provide a substantial element of the future housing requirements for Runnymede.

1.4 However, the LPCS recognises that there is a need for a contingency plan to address the difficulties raised if it proves impossible to identify a five year housing land supply from sites in the urban areas. Policy LP01 Strategy for the Location of Sustainable Development states that this contingency “would focus on the identified reserve sites to accommodate the additional housing required in a phased approach if minor shortfalls are identified. If a serious shortfall develops in the latter part of the Plan period, the Borough Council would undertake a borough wide Green Belt boundary survey during the period of the Plan to identify any site that could be of use in meeting any such shortfall”. The review the subject of this document would form the initial phase of this survey, looking at the existing Green Belt boundary to identify broad areas, which could potentially be removed from the Green Belt to provide locations for housing.

1.5 The Council considers that the provision in policy LP01 is appropriate to deal with any prospective shortcomings with the five year land supply. Nevertheless, the Council accepts that in the event that a Borough wide review of the Green Belt may become necessary it would be possible to prepare the contingency plan now. However, this would require some additional technical work to be carried out to inform such a review. This document details what is required from such a review.

2. Policy Context

2.1 The review should be carried out within the following policy context.

2.2 The National Planning Policy Framework (NPPF) requires that each local planning authority should ensure that the Local Plan is based on adequate, up-to-date and relevant evidence about the economic, social and environmental characteristics and prospects of the area. Local planning authorities should ensure that their assessment of and strategies for housing, employment and other uses are integrated, and that they take full account of relevant market and economic signals (NPPF, paragraph 158).
With regard to housing, local planning authorities should use their evidence base to ensure that their LPCS meets the full, objectively assessed needs for market and affordable housing in the housing market area, as far as is consistent with the policies set out in the Framework (NPPF, paragraph 47).

The submission version LPCS seeks to make provision for 3300 net additional dwellings in the Borough between 2013 and 2028. This is equivalent to an annual average of 220 dwellings. As part of the evidence base to support the Core Strategy the Council has carried out a Strategic Housing Land Availability Assessment to identify sufficient specific deliverable sites in the urban area.

The Government has committed to ensuring that members of the Gypsy, Traveller and Travelling Showmen communities have the same access to decent and appropriate accommodation as every other citizen, and that there are sufficient sites available to meet their needs.

‘Planning policy for traveller sites’ (PPTS) was published by DCLG in March 2012. It requires local planning authorities to set pitch targets that address the likely permanent and transit site accommodation needs of Gypsies and Travellers in the area, working collaboratively with neighbouring local planning authorities.

The Council is currently carrying out a new local needs assessment, which will identify whether the level of need has changed since the North Surrey Gypsy and Traveller Accommodation Assessment (GTAA) was produced in 2007.

Policy SP03 of the submission LPCS (Gypsies, Travellers and Travelling Showpeople) commits to making provision for the needs of Gypsies, Travellers and Travelling Showpeople by ‘making additional provision over the Local Plan period to the levels identified in the Council’s Interim Strategy as informed by the North Surrey GTAA or in line with the findings of any subsequent needs assessment. The locations for any additional provision will be identified in a Gypsy and Traveller Sites DPD, which will be based on a criteria led approach, which prioritises the use of previously developed land in sustainable locations within urban areas. The Council will consider the development of sites for Gypsies, Travellers and Travelling Showpeople in the Green Belt in accordance with the NPPF and Planning Policy for Traveller Sites (or any subsequent national policies).’

The National Planning Policy Framework (NPPF) defines the five purposes of the Green Belt as:
- to check the unrestricted sprawl of large built-up areas;
- to prevent neighbouring towns merging into one another;
- to assist in safeguarding the countryside from encroachment;
- to preserve the setting and special character of historic towns; and
- to assist in urban regeneration, by encouraging the recycling of derelict and other urban land.
3. Borough Context

3.1 Approximately 80% of the borough is located in the Green Belt and as such, the submitted LPCS confirms that development over the plan period will be focused within the borough’s existing urban areas, and in particular in the main centres of Addlestone, Chertsey, Egham and Virginia Water. In addition, up to 1500 new residential units and 80,000sqm of commercial floorspace are forecasted to come forward at the former DERA site on the western side of the Borough over the plan period, following its removal from the Green Belt (on adoption of the plan).

3.2 The floodplain of the River Thames is fairly extensive on the eastern side of the borough, due to the flat, low lying nature of the land. Runnymede is a borough with over 5000 properties at risk in a 1% annual probability river flood. This makes the borough one of the highest risk areas in the Lower Thames region. Indeed, Runnymede has been identified as one of the top 10 local authority areas for flood risk in England.

3.3 In addition, well over half of the borough is located within the 5km zone of influence of the Thames Basin Heath Special Protection Area (TBHSPA), and a small part of the borough (on its western side) is also located within 400m of the TBHSPA boundary. No new residential development is normally permitted within 400m of the TBHSPA, and mitigation is required for new residential units proposed between 400m and 5km of the TBHSPA. This will continue to be a requirement during the plan period.

3.4 The Borough also contains a number of nationally and internationally important nature conservation sites including Special Areas of Conservation and Sites of Special Scientific Interest. The Borough also has a number of ancient woodland sites and open spaces.

4. Methodology

4.1 The Council expects the Green Belt boundary review to be carried out as an integral part of the LPCS. It has an agreed Project Plan for preparing the LPCS in the Local Development Scheme (LDS). The timing of the Green Belt boundary study will be managed to inform this process.

4.2 To have a defensible boundary that is able to endure until beyond the end of the Plan period, the Council should be able to demonstrate that it has considered all potential options and all potential areas as part of the review. A comprehensive approach to the study is therefore necessary to ensure the permanency of the Green Belt boundary.

4.3 This review will therefore test and identify broad locations with the potential for development, to provide the contingency in the event that it proves impossible to identify a five year housing land supply from sites in the urban areas. The modified LPCS will then identify these broad geographic locations to provide a strategic framework for future DPDs.

4.4 The LPCS directs development away from environmentally sensitive areas such as those identified in section 3 above. It is expected that these areas will be mapped and taken into account in the study.
5. **Project Requirements**

5.1 The successful consultant will be required to:

- develop a robust, transparent and credible methodology. There is no prescribed methodology for carrying out a Green Belt boundary review, so it is expected that the consultant would have reviewed best practice of Green Belt boundary reviews and other landscape and countryside studies to inform the preferred methodology. An understanding of the general character of the area will be helpful in designing the preferred methodology.

- define and map out absolute constraints to development such as environmentally designated sites to identify areas where development will not be allowed in any event.

- use a logical, consistent and defensible set of criteria to appraise all potential areas at a strategic level with a view to identifying areas that may have realistic potential to accommodate residential development. It is expected that the entire Green Belt will be appraised at a broad level with the purpose of the Green Belt and the policy requirements of the Core Strategy in mind. It is a requirement that the criteria for this assessment will be clearly stated.

- provide a comprehensive assessment of all potential areas. The contribution that each area makes to the purposes of the Green Belt should be highlighted.

- grade the potential sites for their suitability for residential development. The criteria for the grading should be clearly set out a clear and consistent analysis of how areas have been selected, scored and graded with a clear audit trail of all the relevant stages.

- recommend to the Council the most sustainable area(s) that should be allocated to deliver any required new homes. Furthermore, the consultants should recommend to the Council those sites that should be safeguarded to meet future housing land supply after 2028.

- provide detailed and specific assessments/analyses of each of the areas that are recommended for development with regard to their landscape, topography, biodiversity integrity, and their accessibility to key services and facilities by sustainable forms of transport.

- identify any site specific constraints and appropriate mitigation measures that might be necessary to facilitate development of the areas.

- provide the Council with a recommendation about where a defensible boundary of the Green Belt should be drawn, taking into account the areas that are being recommended for development. This should be capable of enduring until 2028.

- provide a reasoned justification for the recommendations.
• liaise with relevant officers of the Council and the County Council at key stages of the study as required
• include a full technical explanation of the methods employed, with any limitations noted, and clearly document all data sources to be used
• justify all assumptions, judgements and findings in an open and transparent manner
• use and report upon effective quality control mechanisms.

6. Report format

6.1 The Council requires a written report of the outcome of the Study that includes all necessary analysis, outputs and recommendations. The report should be concise and written in a style that is accessible and easy to understand and capable of reproduction in A4 format for ease of production, distribution and use as a reference document. It should include a non technical Executive Summary of the key findings. It will be published as evidence base to support the LPCS. In this regard, care should be taken to ensure that it does not compromise commercial sensitivity and/or confidentiality.

6.2 In line with the timetable, on 31/08/2014 (unless a different date is agreed the Council and the appointed consultant at the inception meeting), the consultant will deliver 3 bound copies and one unbound copy of the completed study to the Council. An electronic copy of the study and all related data, including maps, should also be provided in both word (Microsoft office format up to 2010) and pdf formats.

6.3 The consultants will be required to make a presentation of the findings of the study to the LDF Working Group and other Members of the Council.

6.4 When payment is made as agreed with the consultant, the copyright of all elements of the study shall become the property of the client.

6.5 Any maps should be provided in ESRI shapefile format. Ordnance Survey (OS) base mapping for the purposes of the study can be provided, if required, by the Council as part of its Mapping Services Agreement with the OS. A contractor’s licence agreement must be signed in order to receive and use OS mapping. Any such OS mapping must be used only for the purposes of the study and be destroyed or returned to the Council on completion of the work.

6.5 All data used in the study will be expected to be made available to the Council as well as that presented in the final report.

7. Progress and Meetings

7.1 In addition to the project inception meeting, the project will also be subject to regular progress reporting throughout its duration. This will generally be via telephone or email, although it is expected that one progress meeting will be required during the course of the project, and the consultants should prepare their quotes on this basis. The date of the progress meeting will be decided at the project inception meeting.