

DATED

between

**THE MAYOR AND BURGESSES
OF THE LONDON BOROUGH OF NEWHAM**

and

Montagu Evans

**STANDARD TERMS AND CONDITIONS
FOR THE SUPPLY OF SERVICES**

Legal and Governance

oneSource

1000 Dockside Road

London

E16 2QU

CONTRACT Particulars – Contract Reference no	
Council	The Mayor and Burgesses of the London Borough of Newham of Newham Town Hall East Ham London E6 2RP
Supplier	Montagu Evans
Supplier's Address for Notices:	70 St Mary Axe, London, EC3A 8BE
Representatives:	The Council: Matt James Supplier: TBA or such other person as is notified by a party to the other in writing.
Commencement Date:	22 nd January 2026
Expiry Date:	31 st April 2026
Extension Period:	6 months if programme defers
Insurance:	Public liability insurance: £3 million Professional indemnity insurance: £3 million Employer's liability insurance: £ 2 million. The Supplier must ensure that the Council's interest is noted on each insurance policy, or that a generic interest clause has been included.

Schedule 4 - Optional Clauses to apply:	No optional clauses apply to this Agreement.
Schedule 5 – Supply of Goods	Schedule 5 (Supply of Goods) does not apply to this Agreement
Clause 6.3 and Schedule 6 – London Living Wage	Applies to this Agreement

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This Agreement is dated [DATE]

And is made between:

- (1) The **Council**, whose identity and address for service is set out in the Contract Particulars; and
- (2) The Supplier, whose identity and address for service is set out in the Contract Particulars (the **Supplier**);

each a **Party** and together the **Parties**.

WHEREAS:-

- A. The Council, having taken consideration of the Supplier's relevant skills, knowledge and experience engages the Supplier to provide the Services to the Council.
- B. The Supplier is willing to provide such Services to the Council in accordance with the terms and conditions of this Agreement.
- C. The Parties, with the intention of creating legal relations, have agreed terms between them for the provision of the Services as set out under this Agreement.

NOW IT IS AGREED as follows:

1 Definitions and Interpretation

1.1 In these terms and conditions:

Agreement means the contract between (i) the Council and (ii) the Supplier for the for the provision of the Services comprising the Agreement and Schedules and other documents as listed in the Contract Particulars;

Contract Particulars means the particulars from the Council to the Supplier printed above these terms and conditions and which set out the particulars of the Agreement;

Charge(s) means the charges which become due and payable by the Council to the Supplier in respect of the Services in accordance with the provisions of this Agreement;

Confidential Information means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;

Personal Data, these terms have the meaning given to them in the UK GDPR;

Personal

Commencement Date means the date for commencement of the Agreement as detailed in the Contract Particulars;

Council means the Council as named in the Contract Particulars;

Council Data means (i) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are supplied to the Supplier by or on behalf of the Council pursuant to this Agreement; and (ii) any Personal Data for which the Council is the Data Controller;

Data Loss Event any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;

Data Protection Legislation means, for the periods in which they are in force in the United Kingdom, the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the UK GDPR and all applicable Laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time;

Data Protection Impact Assessment an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

DPA means the Data Protection Act 2018;

Data Subject Access Request a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

Default means any failure by the Supplier to perform its material obligations under this Agreement;

EIR means the Environmental Information Regulations 2004 and any subordinate legislation from time to time together with any guidance and / or codes of practice issued by the Information Commissioner or relevant government department in relation to such Regulations;

Expiry Date	means the date the Agreement expires as set out in the Contract Particulars;
Extension Date	means the date the Agreement expires as set out in the Contract Details;
FOIA	means the Freedom of Information Act 2000;
Information	has the meaning given under section 84 of the FOIA;
Intellectual Property Rights	means patents, utility models, rights to Inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off [or unfair competition,] rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Invention	means any invention, idea, discovery, development, improvement or innovation made by the Consultant in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.
Party	means the Supplier or the Council (as appropriate) and Parties means both of them;
Protective Measures	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
Purchase Order Number	means the Council's unique number relating to the supply of the Services;
Request for	has the meaning set out in the FOIA or the EIR as relevant (where the

Information	meaning set out for the term request applies);
Services	means the services to be supplied by the Supplier to the Council under the Agreement;
Specification	means the specification for the Services (including as to quantity, description and quality) as specified in Schedule 1 Part 1;
Staff	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Agreement;
Staff Vetting Procedures	means vetting procedures that accord with good industry practice or, where requested by the Council, the Council's procedures for the vetting of personnel as provided to the Supplier from time to time;
Sub-processor	any third Party appointed to process Personal Data on behalf of the Supplier related to this Agreement;
Supplier	means the person named as Supplier in the Contract Particulars;
Term	means the period from the start date of the Agreement set out in the Contract Particulars to the Expiry Date as such period may be extended in accordance with clause 3.2 or terminated in accordance with the terms and conditions of the Agreement;
UK GDPR	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
VAT	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
Working Day	means a day other than a Saturday or Sunday on which banks are open for business.
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 Supplier in the provision of the Services.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 words in the singular shall include the plural and in the plural shall include the singular;
 - 1.2.2 a reference to one gender shall include a reference to the other genders;
 - 1.2.3 references to numbered clauses are references to the relevant clause in these terms and conditions;
 - 1.2.4 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
 - 1.2.5 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
 - 1.2.6 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
 - 1.2.7 the word 'including' shall be understood as meaning 'including without limitation'.
- 1.3 If there is any conflict between the clauses and the Schedules, the conflict shall be resolved in accordance with the following order of preference:
- 1.3.1 the clauses;
 - 1.3.2 Schedule 1 Part 1 (Specification) (and for the avoidance of doubt this shall not include Schedule 1 Part 2 (Supplier Documents and Proposal));
 - 1.3.3 any other Schedules;
 - 1.3.4 Schedule 1 Part 2 (Supplier Documents and Proposal);

2 Supply of Services

- 2.1 The Supplier shall supply the Services to the Council for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 In supplying the Services, the Supplier shall:
- 2.2.1 co-operate with the Council in all matters relating to the Services and comply with all the Council's instructions;
 - 2.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - 2.2.3 use Staff who are suitably qualified, skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
 - 2.2.4 ensure that the Services shall conform in all respects with any descriptions and specifications set out in the Specification;
 - 2.2.5 comply with all applicable laws; and
 - 2.2.6 provide all equipment, tools and vehicles (if any) and other items as are required to provide the Services.

2.3 The Council may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Parties.

3 Term

3.1 This Agreement takes effect on the Commencement Date specified in Contract Particulars and expires on the Expiry Date, unless it is otherwise extended in accordance with clause 3.2 or terminated in accordance with the terms and conditions of the Agreement.

3.2 The Council may extend the Agreement by the Extension Period by giving a minimum of 2 weeks of in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement apply throughout any such Extension Period.

4 Charges, Payment and Recovery of Sums Due

4.1 In consideration of the provision of the Services by the Supplier in accordance with the terms and conditions of this Agreement, the Council shall pay the Charges to the Supplier in accordance with the payment plan outlined in Schedule 2.

4.2 Unless otherwise stated in Schedule 2 the Charges shall:

4.2.1 remain fixed during the Term; and

4.2.2 be the full and exclusive remuneration of the Supplier in respect of the supply of the Services and includes, without limitation, any royalties, licence fees, supplies and all consumables used by the Supplier, travel and subsistence expenses and Staff costs.

4.3 The Supplier shall invoice the Council as specified in the Agreement. Each invoice shall include such supporting information required by the Council to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.

4.4 The Council shall pay the Supplier the invoiced amounts no later than thirty (30) days after receipt of a valid and undisputed invoice quoting the relevant Purchase Order Number. The Council may, without prejudice to any other rights and remedies under the Agreement or otherwise, withhold or reduce payments in the event of unsatisfactory performance or if it receives an invoice which it believes is not valid and/ or properly due in accordance with clause 4.6 and 4.7 below.

4.5 The Charges stated are exclusive of VAT which if applicable shall be charged at the prevailing rate. The Council shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.

4.6 Where the Council disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with clause 18. Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until the earlier of thirty (30) days after resolution of the dispute between the Parties.

The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 15.4.

- 4.7 If a payment of an undisputed amount is not made by the Council by the due date, then the Supplier shall be entitled (upon written notice) but not obliged to charge the Council interest on the overdue amount from the due date for the payment up to the date of payment, at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 4.8 The Council may at any time set off any liability of the Supplier to the Council against any liability of the Council to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. Any exercise by the Council of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.
- 4.9 Any amounts due under this Agreement from the Supplier to the Council shall be paid in full without any set-off, counterclaim, deduction or withholding (other than deduction or withholding tax as required by law).

5 Premises and equipment

- 5.1 If necessary, the Council shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Council's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 5.2 If the Supplier supplies all or any of the Services at or from the Council's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall promptly vacate the Council's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Council's premises in a clean, safe and tidy condition to the satisfaction of the Council. The Supplier shall be solely responsible for making good any damage to the Council's premises or any objects contained on the Council's premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 5.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Council may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 5.4 The Council shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Council's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Council's security requirements.
- 5.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Council in writing.
- 5.6 Without prejudice to clause 2.2.6, any equipment provided by the Council for the purposes of the Agreement shall remain the property of the Council and shall be used by the Supplier and the Staff only

for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Council on expiry or termination of the Agreement.

- 5.7 The Supplier shall reimburse the Council for any loss or damage to Council equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Council shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Council is notified otherwise in writing within five (5) Working Days.

6 Staff

- 6.1 If the Council reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:

- 6.1.1 refuse admission to the relevant person(s) to the Council's premises;
- 6.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
- 6.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Council to the person removed is surrendered;

and the Supplier shall comply with any such notice.

- 6.2 The Supplier shall:

- 6.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
- 6.2.2 if requested, provide the Council with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Council's premises in connection with the Agreement; and
- 6.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Council.

- 6.3 The provisions of Schedule 6 (London Living Wage) shall apply to this Agreement in respect of the supply of works and Services.

7 Assignment and sub-contracting

- 7.1 The Supplier shall not without the written consent of the Council assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Council may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal.

- 7.2 Where the Supplier enters into a sub-contract for the purpose of performing its obligations under the Agreement, it shall:

- 7.2.1 ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice.

- 7.2.2 remain responsible to the Council for the performance of its obligations under the Agreement notwithstanding the appointment of any sub-contractor and be responsible for the acts omissions and neglects of its sub-contractors; and
- 7.2.3 impose obligations on its sub-contractor in the same terms as those imposed on it pursuant to this Agreement and shall procure that the sub-contractor complies with such terms.
- 7.3 Where the Council has consented to the placing of sub-contracts, the Supplier shall, and where requested by the Council in writing, send copies of each sub-contract, to the Council as soon as is reasonably practicable.
- 7.4 The Council shall be entitled to novate (and the Supplier shall be deemed to consent to any such novation) the Agreement to any other body which substantially performs any of the functions that previously had been performed by the Council.

8 Intellectual Property Rights

- 8.1 The Supplier hereby assigns to the Council all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, the Supplier holds legal title in these rights and inventions on trust for the Council.
- 8.2 The Supplier undertakes:
 - 8.2.1 to notify to the Council in writing full details of any Inventions promptly on their creation;
 - 8.2.2 to keep details of all Inventions confidential;
 - 8.2.3 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 his possession, custody or power;
 - 8.2.4 not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Council; and
 - 8.2.5 to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Council.
- 8.3 The Supplier warrants to the Council that:
 - 8.3.1 he has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;
 - 8.3.2 he is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
 - 8.3.3 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.

- 8.4 The Supplier 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 or Inventions supplied by the Supplier to the Council during the course of providing the Services. The Supplier shall maintain adequate liability insurance coverage and ensure that the Council's interest is noted on the policy, and shall supply a copy of the policy to the Council on request. The Council may at its option satisfy this indemnity (in whole or in part) by way of deduction from any payments due to the Supplier.
- 8.5 The Supplier 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 Supplier's moral rights.
- 8.6 The Supplier acknowledges that, except as provided by law, no further fees or compensation other than those provided for in this agreement are due or may become due to the Supplier in respect of the performance of his obligations under this clause **Error! Reference source not found..**
- 8.7 The Supplier 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 **OR** Board], 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 and the Inventions.
- 8.8 The Supplier irrevocably appoints the Council to be his attorney in his name and on his behalf to execute documents, use the Supplier's name and do all things which are necessary or desirable for the Council to obtain for itself or its nominee the full benefit of this clause.

9 Governance and Records

- 9.1 The Supplier shall:
- 9.1.1 attend progress meetings with the Council at the frequency and times specified by the Council and shall ensure that its representatives are suitably qualified to attend such meetings; and
 - 9.1.2 submit progress reports to the Council at the times and in the format specified by the Council.
- 9.2 The Supplier shall keep and maintain until six (6) years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Council. The Supplier shall on request afford the Council or its representatives such access to those records as may be reasonably requested by the Council in connection with the Agreement.

10 Confidentiality, Transparency and Publicity

- 10.1 For the purposes of this Clause 10, **Disclosing Party** shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and **Recipient** shall mean the Party which receives or obtains directly or indirectly Confidential Information.
- 10.2 Except to the extent set out in this Clause 10 or where disclosure is expressly permitted elsewhere in this Agreement, the Recipient shall:
- 10.2.1 treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials);
 - 10.2.2 not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Agreement or without obtaining the owner's prior written consent;
 - 10.2.3 not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Agreement; and
 - 10.2.4 immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.
- 10.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:
- 10.3.1 the Recipient is required to disclose the Confidential Information by Law, provided that Clause 11 (Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs; or
 - 10.3.2 the need for such disclosure arises out of or in connection with:
 - 10.3.2.1 any legal challenge or potential legal challenge against a Party arising out of or in connection with this Agreement; or
 - 10.3.2.2 the purpose of the examination and certification of the either Party's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to section 6 (1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Council is making use of any Services provided under this Agreement.
- 10.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or the Relevant Authority requiring such disclosure and the Confidential Information to which such disclosure would apply.
- 10.5 Subject to this clause 10, either Party may only disclose the Confidential Information of the other Party on a confidential basis to:

10.5.1 its personnel who are directly involved in the provision or receipt of the Services (as the case may be) and need to know the Confidential Information to enable performance by the respective Party of its obligations under this Agreement; and

10.5.2 its professional advisers for the purposes of obtaining advice in relation to this Agreement.

Where a Party discloses the Confidential Information of the other Party pursuant to this clause 10.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Agreement by the persons to whom disclosure has been made.

10.6 The Council may disclose the Confidential Information of the Supplier:

10.6.1 strictly on a confidential basis for the purpose of audit; or

10.6.2 to a proposed Successor Body.

10.7 Nothing in this clause 10 shall prevent a Recipient from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of intellectual property rights.

10.8 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Council.

11 Freedom of Information

11.1 The Supplier acknowledges that the Council is subject to the requirements of the FOIA and the EIR and shall:

11.1.1 provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and the EIR;

11.1.2 transfer to the Council any Request for Information relating to this Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;

11.1.3 provide the Council with a copy of all Information belonging to the Council requested in the Request for Information which is in its possession or control in the form that the Council requires within five (5) Working Days (or such other period as the Council may reasonably specify) of the Council's request for such Information; and

11.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Council.

11.2 The Supplier acknowledges that the Council may be required under the FOIA and the EIR to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Council shall, in

accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

11.3 Notwithstanding any other provision in the Agreement, the Council shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the EIR.

12 Data Protection

12.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Schedule 3 by the Council and may not be determined by the Supplier.

12.2 The Supplier shall notify the Council immediately if it considers that any of the Council's instructions infringe the Data Protection Legislation.

12.3 The Supplier shall provide all reasonable assistance to the Council in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Council, include:

12.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;

12.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;

12.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

12.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

12.4 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

12.4.1 process that Personal Data only in accordance with Schedule 3, unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Council before processing the Personal Data unless prohibited by Law;

12.4.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the Council as appropriate to protect against a Data Loss Event having taken account of the:

12.4.2.1 nature of the data to be protected;

12.4.2.2 harm that might result from a Data Loss Event;

12.4.2.3 state of technological development; and

12.4.2.4 cost of implementing any measures;

12.4.3 ensure that :

12.4.3.1 the Staff do not process Personal Data except in accordance with this Agreement (and in particular Schedule 3);

12.4.3.2 it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:

12.4.3.3 are aware of and comply with the Supplier's duties under this clause;

12.4.3.4 are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;

12.4.3.5 are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Council or as otherwise permitted by this Agreement; and

12.4.3.6 have undergone adequate training in the use, care, protection and handling of Personal Data; and

12.4.4 not transfer Personal Data outside of the UK unless the prior written consent of the Council has been obtained and the following conditions are fulfilled:

12.4.4.1 the Council or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46DPA section 75) as determined by the Council;

12.4.4.2 the Data Subject has enforceable rights and effective legal remedies;

12.4.4.3 the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Council in meeting its obligations); and

12.4.4.4 the Supplier complies with any reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data;

12.4.5 at the written direction of the Council, delete or return Personal Data (and any copies of it) to the Council on termination of the Agreement unless the Supplier is required by Law to retain the Personal Data.

12.5 Subject to clause 12.6, the Supplier shall notify the Council immediately if it:

12.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);

- 12.5.2 receives a request to rectify, block or erase any Personal Data;
 - 12.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 12.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - 12.5.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 12.5.6 becomes aware of a Data Loss Event.
- 12.6 The Supplier's obligation to notify under clause 12.5 shall include the provision of further information to the Council in phases, as details become available.
- 12.7 Taking into account the nature of the processing, the Supplier shall provide the Council with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 12.5 (and insofar as possible within the timescales reasonably required by the Council) including by promptly providing:
- 12.7.1 the Council with full details and copies of the complaint, communication or request;
 - 12.7.2 such assistance as is reasonably requested by the Council to enable the Council to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 12.7.3 the Council, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 12.7.4 assistance as requested by the Council following any Data Loss Event;
 - 12.7.5 assistance as requested by the Council with respect to any request from the Information Commissioner's Office, or any consultation by the Council with the Information Commissioner's Office.
- 12.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier employs fewer than two hundred and fifty (250) staff, unless:
- 12.8.1 the Council determines that the processing is not occasional;
 - 12.8.2 the Council determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR (as supplemented by sections 10 and 11 of the DPA); and

12.8.3 the Council determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

12.9 The Supplier shall allow for audits of its Data Processing activity by the Council or the Council's designated auditor.

12.10 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.

12.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Supplier must:

12.11.1 notify the Council in writing of the intended Sub-processor and processing;

12.11.2 obtain the written consent of the Council;

12.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 12 such that they apply to the Sub-processor; and

12.11.4 provide the Council with such information regarding the Sub-processor as the Council may reasonably require.

12.12 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.

12.13 The Council may, at any time on not less than thirty (30) Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

12.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Council may on not less than 30 Working Days' notice to the Supplier amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

13 Liability and Insurance

13.1 Nothing in this Agreement shall limit or exclude the Supplier's or the Council's liability for:

13.1.1 death or personal injury caused by its negligence, or the negligence of its personnel, agents or sub-contractors;

13.1.2 fraud or fraudulent misrepresentation;

13.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and

13.1.4 any other liability which cannot be limited or excluded by applicable Law.

- 13.2 The Supplier shall indemnify and keep indemnified the Council against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence) default or breach of this agreement, to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself or of its employees or of any of its representatives or sub-contractors save to the extent that the same is directly caused by or directly arises from the negligence, breach of this agreement or applicable law by the Council or its representatives (excluding any Staff).
- 13.3 Nothing in this Agreement shall limit or exclude:
- 13.3.1 the Supplier's liability under clause **Error! Reference source not found.** (IPR) and clause 17.3 (Prevention of Fraud and Corruption), and no amounts awarded or agreed to be paid under those clauses shall count towards the cap on the Supplier's liability.
- 13.4 Subject to clauses 13.1, 13.2 and 13.5, neither Party shall have any liability to the other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any indirect or consequential loss arising under or in connection with this Agreement.
- 13.5 Subject to clause 13.1 and clause 13.2, the Supplier's total aggregate liability to the Council, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall in no event exceed a sum equal to 125% of the total Charges paid or payable under this Agreement.
- 13.6 Notwithstanding the provisions of clause 13.3 but subject always to clause 13.4, the Supplier assumes responsibility for the following losses which may be recoverable by the Council:
- 13.6.1 the Council's additional operational and administrative costs and expenses arising from a Default;
- 13.6.2 the Council's wasted expenditure or charges reasonably incurred by the Council arising from a Default;
- 13.6.3 any compensation or interest paid to a third party by the Council arising from a Default;
- 13.6.4 any loss or corruption to or alteration of any Council Data; and
- 13.6.5 any fines, expenses or other losses suffered or incurred by the Council arising from a breach by the Supplier of any Law.
- 13.7 Nothing in this Agreement shall be taken as in any way reducing or affecting a general duty to mitigate loss suffered by a Party.
- 13.8 The Supplier shall at its own cost effect and maintain with reputable insurance companies such policies of insurance as set out in the Contract Particulars (the **Required Insurances**).
- 13.9 Each Party shall, during the term of this Agreement do nothing to invalidate any insurance policy relating to the Required Insurances and use its reasonable endeavours to procure that the terms of

such policies are not altered in such a way as to have a material adverse effect on the benefit of such policies as they were at the Commencement Date.

13.10 Following a written request of the Council (acting reasonably) for the same, the Supplier shall provide the Council with:

13.10.1 copies of all insurance policies relating to the Required Insurances (or a broker's verification of insurance) and the Council shall be entitled to inspect such insurance policies at reasonable times during ordinary business hours; and

13.10.2 evidence that the premiums payable under the insurance policies relating to the Required Insurances have been paid and that the insurances are in full force and effect.

13.11 Without prejudice to the Council's other rights under this Agreement, if, for whatever reason, the Supplier fails to give effect to and maintain the Required Insurances, the Council may make alternative arrangements to keep such insurance in force and may recover the costs of such arrangements from the Supplier.

13.12 The Council shall immediately notify the Supplier of any claims or potential claims of which it becomes aware in relation to any risk covered by any of the Required Insurances and for which it reasonably believes that the Supplier is responsible and shall provide the Supplier with all information and assistance it may reasonably require in order for the Supplier to effectively manage such claim.

14 Force Majeure

14.1 Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two (2) months, either Party may terminate the Agreement by written notice to the other Party.

15 Termination

15.1 The Council may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least one (1) month (or, if the Agreement is less than three (3) months in duration, at least ten (10) Working Days) later than the date of service of the relevant notice.

15.2 Without prejudice to any other right or remedy it might have, the Council may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

15.2.1 (without prejudice to clause 15.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;

15.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;

- 15.2.3 commits a Default provided that if the Default is capable of remedy, the Council may only terminate this Agreement if the Supplier has failed to remedy such Default with twenty-eight (28) days of receipt of notice from the Council;
 - 15.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 15.2.5 breaches any of the provisions of clauses 6.2, 10, 11, 12 and 16; or
 - 15.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 15.2.6) in consequence of debt in any jurisdiction.
- 15.3 The Supplier shall notify the Council as soon as practicable of any change of control as referred to in clause 15.2.4 or any potential such change of control.
- 15.4 The Supplier may terminate the Agreement by written notice to the Council if the Council has not paid any undisputed amounts within ninety (90) days of them falling due.
- 15.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights and obligations of the Parties under this clause and clauses 8 (Intellectual Property Rights), 9 (Governance and Records), 10 (Confidentiality, Transparency and Publicity), 11 (Freedom of Information), 12 (Data Protection), 13 (Liability and Insurance) and this clause 15 (Termination) or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 15.6 Upon termination or expiry of the Agreement, the Supplier shall:
- 15.6.1 give all reasonable assistance to the Council and any incoming supplier of the Services; and
 - 15.6.2 return all requested documents, information and data to the Council as soon as reasonably practicable.

16 Compliance

- 16.1 The Supplier shall promptly notify the Council of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Council shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Council's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 16.2 The Supplier shall:
- 16.2.1 comply with all the Council's health and safety measures while on the Council's premises; and

16.2.2 notify the Council immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Council's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

16.3 The Supplier shall:

16.3.1 perform its obligations under the Agreement in accordance with all applicable equality law and the Council's equality and diversity policy as provided to the Supplier from time to time; and

16.3.2 take all reasonable steps to secure the observance of clause 16.3.1 by all Staff.

16.4 The Supplier shall supply the Services in accordance with the Council's environmental policy as provided to the Supplier from time to time.

16.5 Without prejudice to any other provision in this Agreement, the Supplier shall comply with and observe all the Council's policies which are listed at Schedule 1 part 1 and/ or Schedule 7 (Policies). The Supplier acknowledges that it has been given/ had access to copies of all such policies.

16.6 The Supplier shall comply with and observe all policies which the Council reasonably requires the Supplier to comply with and provides to the supplier from time to time.

17 Prevention of Fraud and Corruption

17.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

17.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Council immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

17.3 If the Supplier or the Staff engages in conduct prohibited by clause 17.1 or commits fraud in relation to the Agreement or any other contract with the Council, the Council may:

17.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Council resulting from the termination, including the cost reasonably incurred by the Council of making other arrangements for the supply of the Services and any additional expenditure incurred by the Council throughout the remainder of the Agreement; and/ or

17.3.2 recover in full from the Supplier any other loss sustained by the Council in consequence of any breach of this clause 17.

18 Dispute Resolution

- 18.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 18.2 If the dispute cannot be resolved by the Parties within one (1) month of being escalated as referred to in clause 18.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the **Mediator**) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 18.3 If the Parties fail to appoint a Mediator within one (1) month, or fail to enter into a written agreement resolving the dispute within one (1) month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

19 General

- 19.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 19.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 19.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 19.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 19.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 19.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 19.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and

may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

19.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

20 Notices

20.1 Any notice or other communication given to a Party under or in connection with this Agreement must be in writing marked for the attention of the Party's Representative and must be delivered by hand, or by pre-paid first-class post or other next working day delivery service at its registered office (if a company), or sent by email to an email account that is currently in use if the recipient and sender have agreed that notices may be sent to and received at that email account or its principal place of business (in any other case). Any notice or communication is deemed to have been received:

20.1.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or

20.1.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service; or

20.1.3 if sent by email at the time of receipt of the email if it is received within normal working hours, or at the start of the next Working Day's normal working hours if it is received outside normal working hours.

20.2 This clause 20 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

21 Governing Law and Jurisdiction

21.1 The validity, construction and performance of the Agreement, and all contractual and non contractual matters arising out of it, are governed by English law and are subject to the exclusive jurisdiction of the English courts to which the Parties submit.

22 Optional Clauses and Schedules

22.1 The following clauses, set out in Schedule 4 (Optional Clauses), relating to:

22.1.1 Safeguarding and Improper Conduct;

22.1.2 Social Networking/Internet;

only apply if specifically stated in the Contract Details.

22.2 If specifically stated in the Contract Details, where the Services supplied include the supply of Goods, then the provisions of Schedule 5 (Supply of Goods) apply to the supply of the Goods in addition to the terms and conditions of this Agreement.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by [NAME OF Yanni Pitsillides
DIRECTORS]
for and on behalf of the Mayor and
Burgesses of the London Borough
of Newham

Director's name
(BLOCK CAPITALS)



Director's signature

Signed by SIMON MOLE, SIMON MOLE
PARTNER
for and on behalf of MONTAGU
EVANS LLP

Partner's name
(BLOCK CAPITALS)



Partner's signature



Schedule 1 Specification and Supplier's Proposal

Schedule 1 Part 1 – Specification

1. Executive Summary

1.1 Introduction

In 2024-2025 the London Borough of Newham (LBN) commissioned consultants to produce a Strategic Regeneration Framework and Delivery Plan for the Industrial Area to the northwest of Canning Town town centre. The Framework identified opportunities for redevelopment of key sites.

LBN is taking steps to facilitate the future redevelopment of sites along Bidder Street (the part of the Industrial Area closest to Canning Town town centre). To progress this development opportunity the Council seeks to commission a feasibility study for the Bidder Street sites. The feasibility study will build on the on work to date in developing a Strategic Regeneration Framework for the area which included high level capacity studies and development appraisal for part of the Bidder Street sites.

LBN is now inviting bids for a consultant team to undertake a feasibility study for the future development of sites located on Bidder Street in Canning Town.

The objective of the feasibility study is to establish the opportunities and mechanisms to progress towards the development of the Bidder Street Sites. The feasibility study will inform the next steps to be taken by the Council, likely to include a process to dispose of the Council's freehold interests and/or select one or more partner organisations to lead the development of the sites.

It is anticipated that feasibility study will require a multi-disciplinary team (see Section 5.1). Bidders should read the full scope (see Section 5) and put forward a suitable team of sub-consultants.

An indicative programme (see Section 5) anticipates that the commission will run from January to March 2026.

1.2 Core Objectives

The objective of the Bidder Street Sites Feasibility is to inform the Council's decisions on the strategy and action plan for the identified properties across the M6 and M7 sites (see Section 2 for site information).

There are a number of key questions that must be addressed by the feasibility study, these include:

- Development opportunity:
 - What viable development opportunities are possible across the sites?
 - What mix of uses would unlock viable development of the sites, maximise financial return to the Council and maximise the potential for the sites to support the Council's CTEH SRF and other Corporate strategies?
 - How do the best uses for the sites sit with LBN Planning policy or what would be needed to establish and rely on?

- What would be appropriate development objectives across the sites to achieve these ambitions?
- Delivery
 - What partnership delivery structure and/or disposal mechanism would be most suitable?
 - How should the disposal and/or development of the sites be packaged and phased?
 - What approach would enable successful land assembly to unlock development?
 - What are the financial returns that could be anticipated from the different opportunities for disposal and/or development? (With clear methodology, evidence base and assumptions to allow for robust decision making on next steps).
- Impact of the National Grid power lines:
 - Is there possibility for redevelopment of either or both of M6 and/or M7 if the power lines are retained? Would this change the potential mix of uses?
 - If the power lines were removed, to what extent would this benefit the redevelopment potential and viability of M6 and/or M7?
 - Would it be viable to removed the powerlines as part of the development of M6 and/or M7?
- Action Plan:
 - What is the recommended action plan for the sites to progress towards site disposal and subsequent redevelopment?

1.3 Potential Additional Objectives

The core objectives focus on sites M6 and M7. To the north of M6, the Council has already sold the freehold of the Powerday Waste Site. To the south of M7, the Council is in the process of selling the freehold to 29 Bidder Street.

If the sale of 29 Bidder Street does not complete, then the area covered by the Feasibility Study could increase for the strategy and action plan to also include 29 Bidder Street. In this scenario the additional questions to be addressed by the feasibility study would include:

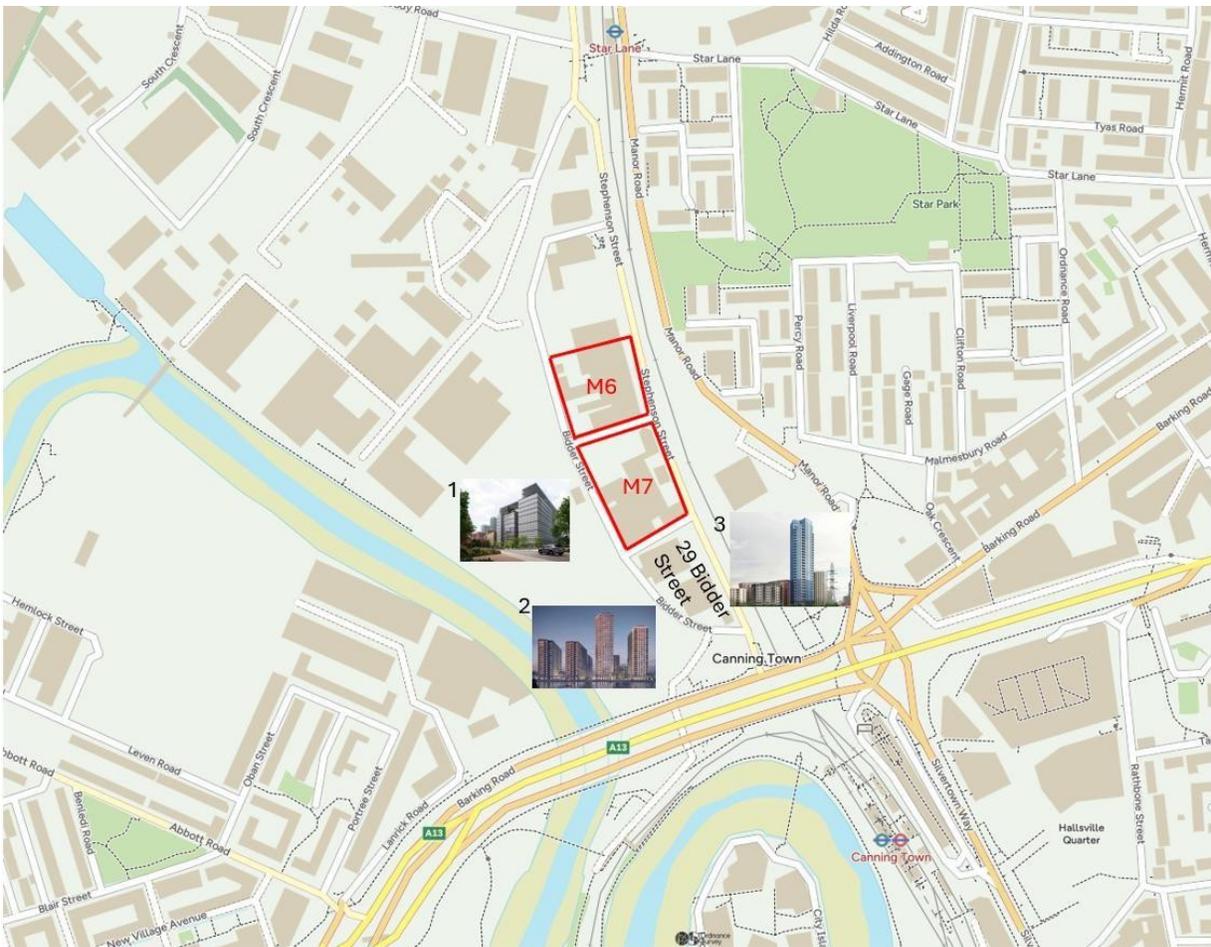
- How would the addition of 29 Bidder Street together with M6+M7 impact on the overall development opportunity across the sites (including what mix of uses would then be possible and how would this impact on viability)?
- How would the addition of 29 Bidder Street together with M6+M7 impact delivery across the sites (including recommended partnership delivery structures or disposal mechanisms)?
- How would the addition of 29 Bidder Street together with M6+M7 impact on potential financial returns from the sites? Would any increase in future financial returns be significantly higher than the financial returns from completing the stand-alone disposal of 29 Bidder Street at the current time?
- Should the Council continue to dispose of site 29 or is there a strong justification to retain site 29 and consider the site as part of the development of the Bidder Street sites?

2 Site Information

2.1 Location

As indicated on the map below, the sites are located between Canning Town and Star Lane Stations, in close proximity to the A13. The Bidder Street Sites comprise of a number of property titles between Stephenson Street and Bidder Street.

- Site M6 refers to the properties bounded by Bidder Street, Ives Road, Stephenson Street and Powerday designated waste site.
- Site M7 refers to the properties bounded by Bidder Street, Wharf Street, Stephenson Street and Ives Road.



The sites are next to two major developments on Bidder Street that are consented for upcoming construction:

- 1 – Bidder Street Data Centre with 80MW hyper scale provision
- 2 – Crown Wharf with 800+ New Homes

Across the railway line, the major development (3) of Manor Road Quarter with 800+ new homes has partially completed.

The Council is currently completing the disposal of 29 Bidder Street, where the purchaser has indicated the intention to undertake mixed-use development including a tower with significant number of residential units. To the North of M6 is the Powerday site, which is a designated waste site.

2.2 Properties

The image below shows the indicative boundaries and current buildings spread over the various properties across the M6 and M7 sites.



LBN is the freeholder of the majority of the properties (except for '65', which is part of M7). However, for all properties where LBN is the freeholder, there is a long leaseholder and often sub- leaseholders.

A summary of the current understanding for the property information across the sites is outlined in the table below. LBN will share with the selected consultant team a more detailed set of information including leases for the consultant team to review and update table of property information.

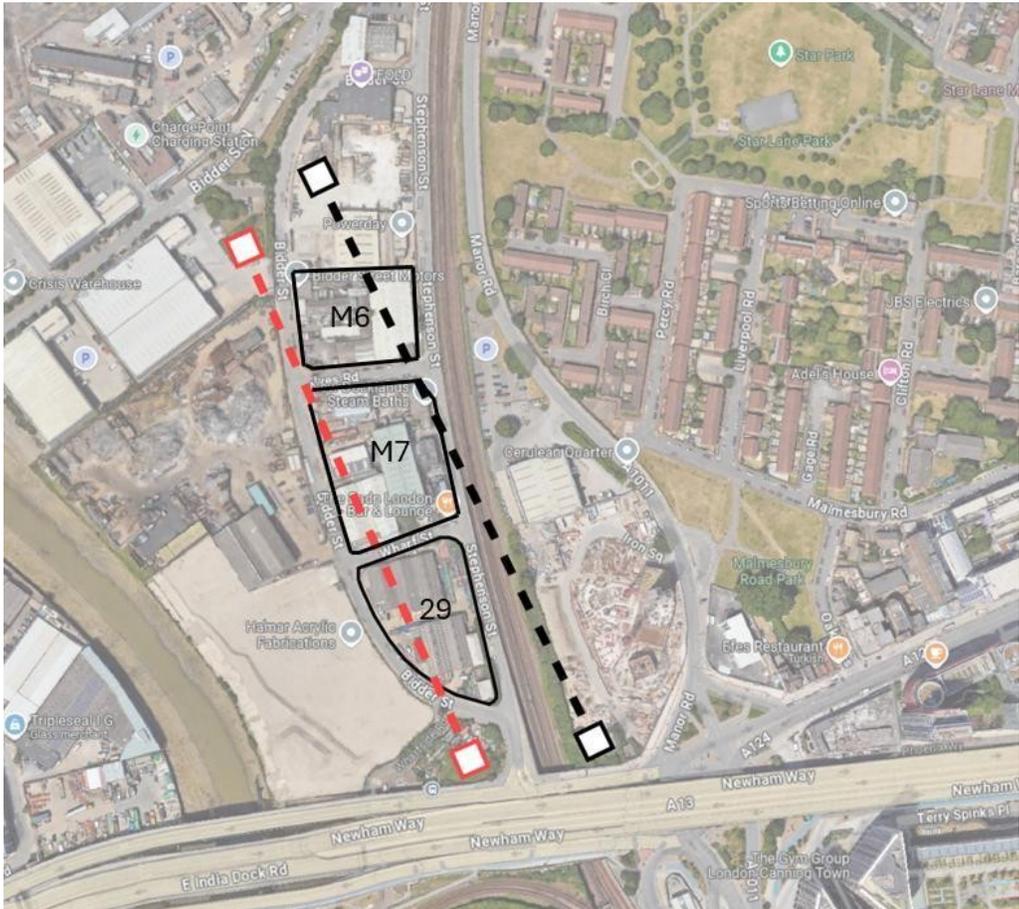
Site	Property	LBN Freehold	Leasehold Status	Current Use
M6	E	Y	Long leasehold to with sublease until 2030.	Vehicle Repair
M6	F	Y	Unknown	Unknown
M6	G	Y	Long leasehold. Let on 15 year term to 2026.	Unknown

M6	H	Y	Long leasehold	Metals recycling
M7	I	Y	Long leasehold	Various including steam baths and night time venue
M7	J	Y	Long leasehold	Unknown
M7	K	Y	Long leasehold	Various - services
M7	65	N		Waste recycling and night time venue

2.3 Development Constraints

Power Cables

Currently two power lines run over the sites.



On the image above, the dotted red line indicates the location of a UKPN power line. The electricity supply has already been moved underground and the electricity pylons are due to be removed within the next 24 months (enabling development of the Data Centre and at 29 Bidder Street).

On the image above, the dotted black line indicates the location of a National Grid power line. There are currently no funded plans to bury this electricity supply underground and remove the pylons. The burying or diversion of this electricity supply to remove the pylons from the West Ham Sub Station, across this site, the Limmo Peninsula site, and beyond through Beckton Parks is listed as an aspiration in Newham's Infrastructure Delivery Plan. Ballymore have recently been appointed as Places for London's development partner for the Limmo Peninsula site and are considering whether it is viable to deliver this infrastructure aspiration as part of their development.

This feasibility study for the Bidder Street Sites should consider potential scenarios where the powerlines are removed and where they remain in place.

Other site constraints

Information on other site constraints that might impact on development potential (such as major sewers and or other utilities) are currently unknown. Desktop assessment should be undertaken with assessment on potential risks and impacts. The level of review and assessment will be to the extent required to inform the decision making process at this stage of feasibility.

Other property constraints

Information on other property constraints (such as 3rd party wayleave rights / easements) which may impact on the development potential are currently unknown. These should be researched, reviewed and assessed by the appointed consultant team as part of the feasibility study. The level of review and assessment will be to the extent required to inform the decision making process at this stage of feasibility.

Other constraints

Site M6 is directly adjoining to the Powerday Site. This is a designated waste site. The future uses and occupation of development at M6 / M7 will need to be carefully considered given the proximity to the adjoining usage as a waste site.

3 Strategic Context

3.1 Canning Town Enterprise Hub Strategic Regeneration Framework

The Council has prepared a Strategic Regeneration Framework (SRF) for the industrial area to the northwest of Canning Town town centre. The SRF was adopted by the Council in October 2025 and is attached as Appendix B. Bidders should make themselves familiar with this document. The feasibility study for the Bidder Street sites will build on the work to date in producing the SRF.

The SRF outlines the ambitions for transformation of the area into the Canning Town Enterprise Hub, which will be a hub for green economy and inclusive growth. The SRF sets out five principles for the transformation of the area:

- Growing the role of the area as a hub for green innovation and inclusive employment opportunities.
- Improving infrastructure to support sustainable and active travel for local businesses and residents.
- Creating an inclusive public realm that supports healthy lives and enhances local uses.
- Restoring spaces for nature that are a part of the everyday experience of living and working in the area.
- Kick-starting an economy that avoids wasted resources and keeps materials at their highest value.

The redevelopment of the Bidder Street sites would be expected to align with the five principles set out in the SRF (see section 4.1 for further details).

The SRF sets out a spatial strategy for the intensification of the area, establishing that different areas will be suited to different uses. The Bidder Street sites are located across areas identified as New Neighbourhoods (*high density, mixed-use areas; well placed to co-locate homes with workshops and light industry*) and Transitional Fringes (*zones of transition between SIL and mixed use areas, well placed to host high density employment including workshops and light industry, and to accommodate manufacturing and creative industries; they have an important placemaking role in defining the transition between mixed use and industrial areas*).

The SRF sets out a strategy for vehicular movement that suggests de-prioritising Bidder Street for freight traffic and making Stephenson Street two-way. The initial phases of this work have been secured by S106 agreement as part of the nearby Crown Wharf Development. However the development of the Bidder Street sites will be expected to build on these highways works towards the ambitions set out in the SRF. The development of the Bidder Street sites gives potential to undertake highways works to both Bidder Street and Stephenson Street. Additionally considering development across the sites gives potential to rethink the connections through the sites including potential to incorporate Ives Road into the development scheme with alternative servicing, access and connections through the sites.

Alongside the proposed changes to vehicular movement, the SRF sets out that Bidder Street should be improved through public realm enhancements and urban greening.

Together with the production of the SRF, an outline capacity study and development appraisal (Residual Land Valuation) was completed for M7. The Bidder Street sites feasibility commission should build on this existing work. The previous study is attached to this scope as Appendix C.

3.2 Corporate Policies

The future development of the Bidder Street sites will support the implementation of LBN corporate policies, including:

[Building a Fairer Newham Corporate Plan](#) - the corporate plan for 2022-2026 set outs the Council's priorities to build a fairer borough. There are 8 overarching priorities for the Council, each with a series of delivery priorities. In particular relevance to the redevelopment of this site includes:

- Priority 2 - Newham's inclusive economy: to achieve inclusive economic growth locally to improve the quality of life of all Newham residents so that they can get decent and secure jobs and earn sustainable wages. Welcoming investment and innovation that supports our agenda for a fair employment and supports inclusive growth locally. Providing buildings as work spaces and as data hubs for Newham residents to develop business ideas, promote entrepreneurship and support micro and small business start-ups by lowering the risks and barriers locally and become the home of London's data economy.
- Priority 3 - Neighbourhood: pressing ahead with our response to the Climate Emergency, with a range of programmes to achieve carbon neutral by 2030 and carbon zero by 2045, including support for sustainable transport. Introducing people-friendly schemes to improve our streets including electric vehicle charging points and people friendly streets with low traffic neighbourhoods. Bringing technology into our developments and reaching out to disruptive and innovative investors and funders of new technology to make Newham the testbed for emerging green technologies. Increasing the shift to use of public transport, cycling and walking.
- TBC - Priority 5 – Homes for Our Residents: Maintaining momentum on our house building programme and increasing the number of affordable homes delivered. (It is not yet determined whether housing can or should be delivered on the sites and this should be explored as part of the feasibility study).

[Newham Growth Plan](#) – approved in 2025, sets out that growth must be inclusive and sustainable

- supporting our communities, safeguarding our environment, and creating opportunities for everyone. The plan sets out how we will work with partners to turn that vision into reality. The Newham Growth Plan builds on the principles of the Council's established Community Wealth Building agenda of ensuring economic, social and environmental justice so that economic growth results in all residents benefiting from long-term prosperity, fairness and wellbeing. The plan identifies key actions to create a "fair and resilient" economy which will support the borough's employers to adopt inclusive and fair employment practices, and focus on retaining more wealth locally by supporting Newham's vibrant SME sector. The Plan also identifies the key opportunity sectors which will drive employment, innovation and growth. These sectors are digital and data, construction and green skills, and creativity and culture.

[Just Transition Plan](#) - After declaring a climate emergency in 2019, Newham Council has been at the forefront of climate action. Our previous Climate Emergency Action Plan put in place a wide range of environmental measures focused on reducing the council's greenhouse gas emissions

and tackling issues across housing, energy, waste, and transport. Whilst there was considerable action taken in line with our ambition to become a net zero council by 2030, we now recognise the need for a more holistic and collaborative approach to climate action. Focusing beyond solely decarbonisation, we are looking to build on the just transition principles, outlined by the Mayor of London, to enhance equity and increase the climate resilience of our city. Newham's Just Transition Plan addresses our current targets and applies a strategic framework for climate action in our borough. It is a blueprint to address the unequal impacts of climate change on society and build a fairer borough that has lower emissions, is more equitable and future ready.

3.3 Planning Policies

LBN is currently completing the [refresh of their Local Plan](#). The refreshed plan has been approved by Newham's cabinet and is due to be adopted subject to successful examination. The new Local Plan extends to 2038 and focuses on delivery of the council's key objectives: inclusive growth, delivering a fairer Newham, and addressing the climate emergency. Proposals for the Bidder Street Sites should consider the specific Town Planning constraints and consider how redevelopment could support the strategic objectives of both the [2018](#) and [refreshed Local Plan currently under examination](#).

In the refreshed Local Plan, the Bidder Street sites are located at the border of the "Canning Town" and "Manor Road" [neighbourhoods](#).

M6 is located in the "Manor Road" neighbourhood, is located in the Cody Road Strategic Industrial Land (SIL) and suitable for industrial intensification with development of new employment space.

The vision for Manor Road is to be a successful employment focussed neighbourhood. Growth in the neighbourhood will be delivered through the optimisation and intensification of industrial land for modern industrial uses, supported by digital connectivity improvements. The neighbourhood's industrial character will be retained but it will no longer be an isolated enclave. This will be achieved through improvements to the permeability and legibility of the neighbourhood, with improved connectivity, wayfinding and safe, green and accessible walking and cycling routes west to Tower Hamlets, north to south along the River Lea and across the neighbourhood to Star Lane DLR Station.

M7 is located in the "Canning Town" neighbourhood, is located in the Bidder Street Local Mixed Use Area (LMUA) and suitable for new employment led development which could incorporate residential units.

The vision for Canning Town includes for the area to benefit from a high level of growth. Appropriate development at the Bidder Street Local Mixed Use Area (LMUA) is supported, to support lighter industrial workspaces as part of mixed use development on the LMUA and enabling a smooth and neighbourly transition to the Strategic Industrial Location in the north, as well as requiring digital connectivity and digital innovation and technology as part of modern industrial development. Improving conditions for walking, cycling and public transport is supported, including improved crossings on Bidder Street.

The Bidder Street Sites appear to be part of the Manor Road Tall Building Zone, which suggests prevailing heights should be between 9m and 21m (ca. 3-7 storeys), with opportunity to include limited tall building elements up to 32m (ca. 10 storeys). However it is noted that surrounding developments (see 3.5) are taller than this, and so there may be opportunities to exceed these heights.

The refreshed Local Plan sets out relevant [objectives and policies](#) that will need to be considered in the development of the Bidder Street Sites, including: Design, Inclusive Economy, Homes, Climate Emergency, Transport and Waste & Utilities.

3.4 Local Growth

Canning Town is uniquely positioned at the centre of 3 significant GLA Opportunity Areas (London Legacy, Royal Docks, Poplar Riverside), with significant levels of residential and employment growth and transformation. Over the next decade this is expected to include 10,000–15,000 new homes and large-scale mixed-use developments. Large new logistics hubs and data centres are being delivered, including a hyper-scale data centre on Bidder Street.

The Council is undertaking significant investment and delivery in Canning Town to support this growth. This includes:

- The Canning Town Enterprise Hub Strategic Regeneration Framework (SRF), which sets out a vision for inclusive growth and green innovation, outlining opportunities for new employment-led development and the necessary supporting infrastructure.
- Leaway Riverside Walk and Lower Lea Valley Priority Bridges Programme (LLVPBP). A capital delivery programme to improve connectivity and active travel in the areas surrounding the River Lea, which will support the implementation of the Strategic Regeneration Framework and facilitate housing and employment growth across the wider area. It is anticipated that the first bridge to be delivered will be the Mayer Parry Bridge and will connect the Canning Town Enterprise Hub to the Heron Wharf development in Tower Hamlets.
- Canning Town Estates Regeneration Programme that will deliver over 1,700 new homes, including an increase in the number of socially rented homes.
- Partnership delivery of developments at Hallsville Quarter and Manor Road Quarter, delivering circa 2000 new homes and representing £950m of investment into the area.
- Canning Town Heritage Centre, set to open in 2026 at the heart of the town centre, showcasing Newham's archive and museum collection alongside a dynamic programme of activities.

The development of the Bidder Street Sites will contribute to the high levels of growth in Canning Town. The development would be expected to set a high standard for the type of growth the Council wishes to promote in line with the corporate policies set out above in section 3.2.

To inform the production of the SRF, baseline analysis for the area was undertaken, this is attached as Appendix A. The baseline analysis is expected to be helpful to inform the development of proposals for the Bidder Street sites.

3.5 Surrounding Developments

The Bidder Street sites will create an important threshold from new mixed use and residential developments, into an industrial and employment area. To the South there are several major schemes including Crown Wharf, Bidder Street Data Centre and Manor Road Quarter. To the north is the Powerday waste facility and the Cody Road industrial area. The redevelopment of the Bidder Street sites will provide an important transition between the different types of uses, supporting a more pleasant environment for living for new residents, while facilitating important employment and industrial uses.

The development of the [Bidder Street Data Centre](#) (see '1' on map at 2.1) is expected from 2025- 2029. The development is significant, a hyperscale data centre will transform the built environment of this area – not only due to significant massing, but also through improvements at ground level with improved public realm along Bidder Street and the opening up of the riverside path.

The development of [Crown Wharf](#) (see '2' on map at 2.1) has commenced, with the first phase expected to be completed by 2028. The development adjoins the Data Centre and will also contribute to the transformation of this area – not only due to the significant massing, but through introduction of over 800 new homes near to Strategic Industrial Land. Through the development, improvements to the highway and public realm at Stephenson Street and Bidder Street will be implemented; and access to Canning Town Station through Wharfside Road underpass will be improved.

[Manor Road Quarter](#) (see '3' on map at 2.1) is located to the East of the Bidder Street Sites (across the railway tracks) and will deliver over 800 further new homes. The first phases are already occupied and highways works as part of the development have completed.

The Council is currently completing the disposal of 29 Bidder Street, where the purchaser has indicated the intention to undertake mixed-use development including a tower with significant number of residential units.

4 Draft Development Objectives

Draft development objectives for the re-development of the Bidder Street sites are outlined below and include:

- Aligning with and supporting the implementation of the Canning Town Enterprise Hub SRF (see 4.1)
- Delivering Council Priorities and aligning with relevant policies (see 4.2)
- Responding to development context (see 4.3)
- Generating financial return (see 4.4)

4.1 Aligning with the SRF Vision

Re-development of the sites is expected to contribute to the transformation of the area in line with the five principles outlined in the Canning Town Enterprise Hub Strategic Regeneration Framework (SRF) vision.

1 - SRF Principle: Growing the role of the area as a hub for green innovation and inclusive employment opportunities

- The development is expected to address the identified need for additional affordable workspaces for small businesses across the wider area.
- There is an opportunity for creating space for higher density, higher value employment uses; and the development will facilitate occupation of new space by businesses aligned to green innovation and inclusive employment practices.
- A number of community and cultural functions are located on the site and the development is expected to facilitate opportunity for these functions to continue to operate.
- Uses on the Bidder Street sites that are aligned with the Newham Growth Plan would be supported - eg data and green innovation. The sites are next to the recently consented Bidder Street Data Centre, providing opportunities for related uses to create a cluster linked to this growth sector.
- Throughout the land assembly, development and operational phases it is important to consider the role of community uses and smaller local non-traditional industrial/logistics businesses on site and how those can be retained/enhanced as part of the placemaking for the future of the area.

2 - SRF Principle: Improving infrastructure to support sustainable and active travel for local businesses and residents

- The development will incorporate investment in surrounding public realm and active travel network, through improvements to private public realm within the site boundary and the adjoining public highway; as well as supporting LA led infrastructure delivery through S106 contributions.
- This will support aspirations for the design and functioning of Bidder Street to operate with priority for pedestrians and cyclists, and for Stephenson Street on the other side of the development site to become the main vehicular route accommodating two-way traffic. The development of the Bidder Street sites gives potential to undertake highways works to both Bidder Street and Stephenson Street.

- Development should be considered across the three sites, giving potential to rethink the roads currently separating the sites. There is potential to incorporate Ives Road and Wharf Street into the development scheme with alternative servicing, access and connections through the sites.

3 - SRF Principle: Creating an inclusive public realm that supports healthy lives and enhances local uses

- The development will include investment in the surrounding public realm, with improvements to the private public realm within the site boundary and to the adjoining public highway.
- In particular, improvements will focus on transforming Bidder Street to a more welcoming environment; reflecting the upcoming development of Crown Wharf and Data Centre along this street.

4 - SRF Principle: Restoring spaces for nature that are a part of the everyday experience of living and working in the area

- The development will incorporate greening, biodiversity improvements and SUDs.
- Biodiversity net gain should be achieved within the site, and where this is not possible BNG offsets should be delivered as close to the site as possible.
- The greening will provide a high-quality public amenity and improved appearance, particularly to Bidder Street.

5 - SRF Principle: Kick-starting an economy that avoids wasted resources and keeps materials at their highest value

- The design and construction of the development will involve circularity good practice.
- The future occupiers of the development will embed circular business practices.

4.2 Delivering Council Priorities

The redevelopment of the Bidder Street Sites should support the delivery of Corporate Policies such as the Corporate Plan, Growth Plan and Just Transition Plan (see 3.2) and should align with planning policies in the 2018 and refreshed Local Plan (see 3.3).

It is expected that the aspects of the sites furthest from the SIL will be suitable for housing provision as part of an employment led mixed use scheme. The housing provision across the sites would be expected to support the delivery of affordable housing in line with Council targets.

In line with the Just Transition Strategy and ambition set out in the SRF for a hub of Green Innovation, it is important that sustainability is at the forefront of any development proposal. The development should be sustainable, aligning with the LBN Local Plan. The design should consider circular economy principles and be influenced by a whole life carbon assessment, as well as envisage the support of green industry sector and new employment opportunity through intensification and provision of new workspace.

While the refreshed Local Plan does not set out a specific site allocation for the Bidder Street sites, the development of the site is required to align with relevant planning policy. It is worth

noting that aspects of the Sites are designated SIL in the Manor Road Neighbourhood, while other aspects are designated LMUA in the Canning Town Neighbourhood.

4.3 Responding to Development Context

Development of the Bidder Street sites will create an important threshold between residential development to the south and industrial uses to the north. Ensuring a positive contribution to the living environment of new residents in developments to the south of the site, while transitioning to the industrial uses to the north.

4.4 Generating Financial Return

There are currently significant financial pressures on all local authorities. It is unlikely that the Council would be in a position to fully fund the development costs, however there may be some opportunity for the Council to utilise income from disposals in the wider area to support with the costs of land assembly of the site.

Development will likely be led by a development partner, with LBN either selling its property interests for the sites to the developer or making the properties available to the development in return for a share in development profit. It is essential that the development opportunity pursued should maximise financial returns to the Council, while aligning with the objectives set out above.

The feasibility study should explore different development options to understand how the Council can maximise its financial return from the sites.

5 Feasibility Study

5.1 Consultant Team

LBN is now inviting bids for a consultant team to undertake a feasibility study for the future development of sites located on Bidder Street in Canning Town.

It is anticipated that feasibility study will require a multi-disciplinary team, including (but not limited to) the following expertise:

- Market and economic demand
- Viability and development
- Property and Valuation
- Engineering
- Urban Design, Town Planning and Architecture

Bidders should read the full scope and put forward a suitable team, including sub-consultants as required.

5.2 Objectives

The objective of the feasibility study is to establish the opportunities and mechanisms to progress towards the development of the Bidder Street Sites. The feasibility study will inform the next steps to be taken by the Council, likely to include a process to dispose of the Council's freehold interests and/or select one or more partner organisations to lead the development of the sites.

There are a number of key questions that must be addressed by the feasibility study, these include:

- Development opportunity:
 - What viable development opportunities are possible across the sites?
 - What mix of uses would unlock viable development of the sites, maximise financial return to the Council and maximise the potential for the sites to support the Council's CTEH SRF and other Corporate strategies?
 - How do the best uses for the sites sit with LBN Planning policy or what would be needed to establish and rely on?
 - What would be appropriate development objectives across the sites to achieve these ambitions?
- Delivery
 - What partnership delivery structure and/or disposal mechanism would be most suitable?
 - How should the disposal and/or development of the sites be packaged and phased?
 - What approach would enable successful land assembly to unlock development?

- What are the financial returns that could be anticipated from the different opportunities for disposal and/or development? (With clear methodology, evidence base and assumptions to allow for robust decision making on next steps).
- Impact of the National Grid power lines:
 - Is there possibility for redevelopment of either or both of M6 and/or M7 if the power lines are retained? Would this change the potential mix of uses?
 - If the power lines were removed, to what extent would this benefit the redevelopment potential and viability of M6 and/or M7?
 - Would it be viable to removed the powerlines as part of the development of M6 and/or M7?
- Action Plan:
 - What is the recommended action plan for the sites to progress towards site disposal and subsequent redevelopment?

5.3 Potential Additional Objectives

The core objectives focus on sites M6 and M7. To the north of M6, the Council has already sold the freehold of the Powerday Waste Site. To the south of M7, the Council is in the process of selling the freehold to 29 Bidder Street.

If the sale of 29 Bidder Street does not complete, then the area covered by the Feasibility Study could increase for the strategy and action plan to also include 29 Bidder Street. In this scenario the additional questions to be addressed by the feasibility study would include:

- How would the addition of 29 Bidder Street together with M6+M7 impact on the overall development opportunity across the sites (including what mix of uses would then be possible and how would this impact on viability)?
- How would the addition of 29 Bidder Street together with M6+M7 impact delivery across the sites (including recommended partnership delivery structures or disposal mechanisms)?
- How would the addition of 29 Bidder Street together with M6+M7 impact on potential financial returns from the sites? Would any increase in future financial returns be significantly higher than the financial returns from completing the stand-alone disposal of 29 Bidder Street at the current time?
- Should the Council continue to dispose of site 29 or is there a strong justification to retain site 29 and consider the site as part of the development of the Bidder Street sites?

5.4 Scope of Services

Significant work has already been started within the appendices of the main SRF (see attached), and the consultant team will be expected to review and build upon the viability and design work completed as part of the SRF to date.

The feasibility study will build on existing work to date and the consultants must address all of the interconnected considerations listed below to inform the options and recommendations for future development of the sites. Through addressing the interconnected considerations, the feasibility study will support the Council to address the key questions (at Section 5.2) and progress with decision making around next steps.

- i. Evolving the development objectives and establishing potential uses across the sites.
- ii. Testing different layouts and massings that could be achieved across the sites.
- iii. Reviewing and updating the property ownership information across the sites including valuations.
- iv. Developing a land assembly strategy.
- v. Desktop analysis of site risks and assessment of potential impact on future development.
- vi. Testing viability of potential options for the sites and overall options review.
- vii. Advising on options to deliver development of the sites through a development partner.
- viii. Advising on the packaging and phasing of development
- ix. Establishing an action plan

Further detail on each of the considerations is provided below:

- i. Evolving the development objectives and establishing potential uses across the sites.

While an initial set of development objectives for the sites is provided in this document, the consultant team is expected to develop these emerging objectives testing:

- how the sites can best contribute towards the vision set out in the SRF and other Council objectives
- what is feasible to deliver within the constraints of the site
- what will be attractive to potential development partners given market conditions
- what is reasonable to set as objectives given requirements for viable schemes and generation of financial return to the Council

Through industry knowledge and market assessment, the feasibility study will establish potential uses across the sites. Several scenarios will be put forward and tested, presenting options for site uses. The site uses should comply with planning policy (or have justification why divergence from policy is likely to be acceptable), and as such it is anticipated the scheme(s) will be employment- led. There may be opportunities for inclusion of residential units on part of the site and options with and without residential should be tested. The scenarios for different uses will be tested regarding:

- how potential uses can best contribute towards the vision set out in the SRF and other Council objectives
- what uses are feasible to deliver within the constraints of the site (including, but not limited to situations where there are overhead electricity lines and where these are removed)
- what uses are likely to be attractive to potential development partners given market conditions
- how different uses impact the viability of development and impact on the generation of financial return to the Council

- the role of community uses and smaller local non-traditional industrial/logistics businesses on site and how those can be retained/enhanced as part of the placemaking for the future of the area
- ii. Testing different layouts and massing that could be achieved across the sites.

Building on the existing capacity study for M7 (see appendix C), as part of the feasibility study there will be a spatial capacity study to test different options for functional layout and massing across the sites. The design options should comply with relevant planning policies and should maximise the viability of the schemes. The design options will facilitate the evolved development objectives and established uses addressed as part of consideration i.

Given the complexities of property ownership across the sites, it is likely that M6 and M7 may be delivered in distinct phases over a number of years (potentially as separate developments). At least one spatial option should treat the existing road network (including Ives Road) as fixed and propose development as separate sites (which could come forward as separate developments or a phased development programme).

Although the sites are currently separated by Ives Road, there is potential through this development to reconfigure the existing road network treating M6, M7 and Ives Road as a single development site. At least one spatial option should consider a single development across the three sites and roads, albeit a scheme that could be delivered in a number of phases reflecting the different stages of land assembly that might be required.

While there is potential that the National Grid overhead powerlines could be removed in future, this appears to be unlikely. Spatial options should be developed that assume the National Grid overhead powerlines remain in place; alongside an option if they were to be removed.

To enable the viability of an entirely employment uses scheme to be tested against a scheme incorporating aspects of residential, the spatial options should include options where the functional layout only provides employment uses vs options where there are also residential uses.

- iii. Reviewing and updating the property ownership information across the sites including valuations.

The Council holds some property information for the sites. The selected consultant team will need to review this, identify gaps and where possible source missing information. The consultant team will update the property ownership information across the sites, including freehold and leasehold interests. This process and review of titles will examine whether there are relevant property rights or any other property considerations that may have impact on the development of the sites.

The consultant team will put forward indicative valuations of the property interests across the sites. This will include valuation of:

- Indicative value of Council freeholds if the Council were to sell these individually.
- Indicative value of Council freeholds if the Council were to sell these as a package M6, M7 or M6+M7.
- Indicative values to acquire each of the other property interests across the sites, to inform requirements for land assembly costs to unlock development.

iv. Developing an indicative approach to land assembly.

The consultant team will develop an indicative approach for land assembly. This will include recommendation for how to incorporate the property outside of the Council's freehold (and currently used as a mixed/waste site and sub-station) into the development opportunity.

The land assembly may be led by the Council, or more likely by a developer. The developer may be selected by the Council to develop the site as a partnership arrangement or the Council may sell the freeholds to a developer.

The approach to land assembly may include requirement for a CPO but should explore options to bring forward development of the sites without a CPO, which may involve existing leaseholders partnering with the development etc.

v. Desktop analysis of site risks and assessment of potential impact on future development.

LBN is aware of the National Grid power line that is currently a significant constraint on the development of the M6 site. The review of property titles will establish the basis for National Grid's property rights to maintain the power lines in this location and whether this can be challenged. The review of titles will also establish other property considerations that may have an impact on the development of sites.

In addition, the consultant team will undertake analysis of other potential site risks, with desktop review to indicate potential concerns with ground conditions, utilities and other conditions that may hinder future development of the site. Risks should be flagged with impacts assessed and used to inform the recommendations for the future development of the sites. The extent of the depth and detail of the review and assessment should be appropriate to the stage of the project and requirement to provide relevant information to inform the Council's decision making on next steps.

Where site constraints are identified, but can be mitigated (such as sewer diversion or undergrounding power cables), the financial impact on the development should be considered as part of the viability testing.

vi. Testing viability of potential options for the sites and overall options review.

The consultant team will test the viability of potential options for development of the sites. This will include viability assessment for each of the spatial capacity options such as:

- Stand alone development of M6.
- Stand alone development of M7.
- Combined development of M6 and M7.
- Impact on viability for different uses across the sites (including inclusion/exclusion of residential).
- Impact of the retention or removal of the National Grid power lines have on the above. This would include options where a) power lines are retained, b) power lines are removed

through a separate scheme ahead of development of M6/M7 and c) power lines are removed as part of development of M6/M7.

Building on the viability assessments, the consultant team will conduct an overall options review to consider the positives and negatives associated with each of the options for development across the sites. This overall review will consider viability alongside other relevant factors such as market appeal, alignment to SRF/corporate objectives and timeframe for receipts.

The overall review will inform whether going forward the Council focuses its next steps on the future development of M7 only or both sites.

The overall review will assess the option for the Council to simply proceed to market and dispose of freehold interests now for one or more of the sites. This will be assessed against the option for further work towards taking forward the sites through some form of development partnership.

vii. Advising on options to deliver development of the sites through a development partner.

The feasibility study will present the options, an options appraisal and recommendations for development of the sites through a development partner. The sites could be sold to a developer; or developed through some form of joint venture or other partnership. The Council has freehold ownership over the majority of the site but would likely require the partner to fund land assembly and development costs. Options for the delivery could include:

- A. The Council sells the freehold unconditionally to a developer, who then assembles and develops the site
- B. The Council sells the freehold (with conditions / restrictions) to a developer, who then assembles and develops the site
- C. The Council undertakes initial land assembly of the site, before selling to a developer
- D. The Council appoints a development partner, with the partner then assembling and developing the site. Council could contribute land only or have greater financial involvement.
- E. The Council undertakes land assembly of the site, before developing in partnership with a developer
- F. Other variations to be established

The options should be assessed in terms of the impact on financial returns, risks, market appeal and ability to achieve development objectives.

viii. Advising on the packaging and phasing of development

The consultant team will provide analysis and recommendations on how to package and phase the development and/or disposal of the sites. The feasibility study will set out the options for different site packages. For example the recommendation could be to proceed with M7 alone, M6+M7 separately or M6+M7 combined. Whichever packaging approach, the development is likely to then be phased. These options will be assessed to clearly set out the impact of the different ways to package the sites on financial returns, risks, market appeal and ability to achieve development objectives.

The primary consideration regarding whether to proceed with M7 alone or both M6+M7 (either separately or combined) will be the viability of development and in turn the impact of this on potential receipts to the Council.

Analysis and recommendations on how to package and phase the development and/or disposal of the sites should given with regard to the different options for the National Grid power lines (ie if these are retained; if they were removed independently of development of M6/M7; or if they were removed as part of the development of M6 and/or M7).

ix. Establishing an action plan

Based on the above (i-viii), the consultant team will clearly set out an action plan with recommendations for the next steps with regards to these sites including disposal and/or entering into development partnership, land assembly and development of sites.

5.5 Potential Additional Services

If the sale of 29 Bidder Street does not complete, then the area covered by the Feasibility Study could increase for the strategy and action plan to also include 29 Bidder Street. In this scenario the Scope of Services outlined above (Section 5.4) would cover this site as well as M6 and M7. Specifically in this scenario:

For the scope of 5.4i (Evolving the development objectives and establishing potential uses across the sites), all aspects of this scope would be expanded to cover M6 + M7 + 29 Bidder Street.

For the scope of 5.4ii (Testing different layouts and massings that could be achieved across the sites), additional layouts and massings would include:

- an option treating M6, M7, 29, Wharf Street and Ives Road as a single development site, with development across the three sites and roads (albeit a scheme that could be delivered in a number of phases reflecting the different stages of land assembly that might be required).
- an option, where 29 could be delivered in a distinct phase from M6 and M7 (potentially as a separate development).

For the scope of 5.4iii (Reviewing and updating the property ownership information across the sites including valuations), all aspects of this scope would be expanded to cover M6+M7+29 Bidder Street; with a further comparison of the value to sell the freehold of M6+M7+29 as a single site against the valuation of separate sales.

For the scope of 5.4iv (Developing a land assembly strategy), all aspects of this scope would be expanded to cover M6 + M7 + 29 Bidder Street.

For the scope of 5.4v (Desktop analysis of site risks and assessment of potential impact on future development), all aspects of this scope would be expanded to cover M6 + M7 + 29 Bidder Street.

For the scope of 5.4vi (Testing viability of potential options for the sites and overall options review), there would be requirement for additional viability testing of:

- Stand alone development of 29 Bidder Street
- Development of 29 Bidder Street Combined with M7
- Combined development of M6, M7 and 29 Bidder Street
- Consideration of the impact on viability for different uses across the sites (including inclusion/exclusion of residential) to include 29 Bidder Street.

And building on the viability assessments, the overall options review would also consider additional options for the Council's next steps including combined development of M7+27, or combined development of M6+M7+29. The overall review will also assess the option for the Council to simply proceed to market and dispose of freehold interests now – either for only 29 Bidder Street; or 29 Bidder Street with M7, or with both M7 and M6.

For the scope of 5.4vii (Advising on options to deliver development of the sites through a development partner), all aspects of this scope would be expanded to cover M6 + M7 + 29 Bidder Street (with development to be progressed either combined or separately).

For the scope of 5.4viii (Advising on the packaging and phasing of development), further options for packaging and phasing will be considered to reflect the inclusion of 29 Bidder Street. For example all sites (M6+M7+29) could be packaged as a single phased development; or M7+29 packaged together with M6 retained; or 29 Bidder Street could be sold now, while further work done to prepare M6+M7 for future development etc etc

For the scope of 5.4vix (Establishing an action plan) all aspects of this scope would be expanded to cover M6 + M7 + 29 Bidder Street.

5.6 Outputs

The expected outputs are:

1. Property Information: A table of updated property information, with valuations presenting the scope set out at 5.4 iii; accompanied by supporting evidence base.
2. Spatial Capacity Studies and Viability Appraisals: setting out development opportunities with clear visual demonstration of options for functional layouts, massing and uses. Viability appraisals for each of the identified development opportunities.
3. Feasibility Study Document, to cover all scope listed in 5.4 and address all questions in 5.2. (Note: if the option is taken to extend the commission to include 29 Bidder Street, then the Feasibility Study Document will also need to cover all scope listed in 5.5 and address all questions in 5.3).

The final content of the Feasibility Study Document is to be agreed with the Regeneration Project Lead as part of the weekly project management meetings. Indicatively the content would be anticipated to include:

- Relevant site information, constraints and opportunities.
- Review of market trends informing proposed uses and objectives.
- Site/property constraints and impact on development opportunities.
- Proposed development objectives across the sites including how these address the SRF and other Council objectives while aligning with market demands, requirement for financial return and viable development.
- Presentation of spatial options for the sites.
- Viability assessments for each of the spatial options.
- Review of development options and recommendations.
- Assessment of development options against straight disposal opportunities.
- Land assembly strategy.
- Delivery options review and recommendations.
- Packaging and phasing options review and recommendations.
- Overall assessment and recommendations.
- Action plan.

5.7 Indicative Timeframe

- November to December 2025: Procurement of Consultant Team
- Early January 2026: Commencement of Commissioned Services and review/updating of work to date
- January and February: Undertaking Commissioned Services
- Early March 2026: Emerging Outputs and LBN Officer Workshop
- Mid March 2026: Draft outputs
- Late March 2026: Final outputs and LBN Officer Presentation

5.8 Meetings and Workshops

Throughout the commission, the consultant team should expect to meet (virtually) with the Regeneration Project Lead once per week.

In addition it is expected that there will be a workshop (in person) to present the draft outputs to a group of LBN officers with a follow up presentation to the group with the final outputs.

5.9 Contract

The selected Supplier will be required to enter into a contract with the Council for the provision of services to deliver the Bidder Street Sites Feasibility Study. The Contract that will be used is the Council's Standard Terms and Conditions (Standard Terms and Conditions Short Form with added consultancy Newham Oct 2023), which is provided as part of this Invitation To Tender.

All Bidders are required to familiarise themselves with the Contract document. It will not be possible to change the terms and agree a bespoke set of contract terms for this commission. By

submitting a proposal in response to the ITT it will be presumed that Bidders accept all terms of the Contract if they are selected.

6 Appendices

- A. Canning Town Enterprise Hub Baseline Analysis (We Made That, 06.02.2025)
- B. Canning Town Enterprise Hub Strategic Regeneration Framework (We Made That, 06.02.2025)
- C. Canning Town Enterprise Hub Industrial Land and Enabling Development (We Made That, 06.02.2025) – M7 ONLY

Schedule 1 Part 2 – Supplier Documents and Proposal

BIDDER STREET SITES FEASIBILITY STUDY **LB NEWHAM**

MONTAGU EVANS LLP TENDER RESPONSE

01 NOVEMBER 2025



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Chapter 2 **MINIMUM CONDITIONS FOR PARTICIPATION**

CRITERIA A - QUALITY

A1 – APPROACH

METHOD

PHASE 1 – SITE APPRECIATION

We will start with a thorough assessment of the site and its policy, technical and geographical context. This will include:

- Review of all technical information provided by LBN
- Review of title and third-party interests
- Site visit
- Further review of the SRF and accompanying analysis, including full detail of the feasibility and viability work

This comprehensive review will be undertaken at pace, and we will check any gaps in our understanding with you to ensure there is no existing data or analysis we have missed prior to commencing our own analysis.

PHASE 2 – ANALYSIS

We will analyse your stated project objectives and propose we dedicate one of the weekly project meetings to interrogating these in detail, including assessing their relative priority and identifying any potential additional objectives distilled from the strategic and policy context analysed above. This ensures all our following work is grounded in a complete understanding of your requirements, cross-department.

At this stage we will also undertake:

- A **qualitative market review**. We will analyse the prevalent uses and tenures at nearby sites and engage our agency teams to establish those typologies likely to attract investor and developer interest in this location.
- **Analysis of local market data** for all relevant uses – private residential, affordable tenures, Build to Rent, Co-living and Student if deemed relevant, co-working, light-industrial, leisure, F&B and cultural uses. Subject to discussion with you we feel self-storage may also be a commercially valuable use here, though not offering the greatest economic activity and hence may not be appropriate. This covers transactional data for capital values, rents and yields, as well as land. We will draw from our in-house agency experts as well as online databases including Molior, Rightmove Pro, CoStar, LandInsight & EGi.
- A **planning appraisal** reviewing the policy framework, site planning history and nearby precedents and apply our knowledge of LPA priorities to establish planning parameters and risk for the sites.
- **Desktop technical review** to assess potential site constraints and quantify technical risks, as well as a specific review of the power lines (above and below ground) to assess their implications for building layout and form, and the potential cost and implications of burying the eastern cable.
- A **land assembly analysis** including a Property Cost Estimate to review the potential budget associated with compulsory acquisition and principal points of strategy and risk in negotiating with the third-party owners. This will update all property information across the sites and include value estimates of each interest and parcel.
- A **design review of site opportunities and constraints** resulting in diagrams to shape the urban design of redevelopment options.
- Drafting a **risk register** which will effectively summarise the main conclusions of each of these analyses and recommended steps to mitigate them, or ensure deliverability, within the remaining phases of the commission.

Over the course of this phase, we will also undertake **market engagement**. We propose to do this on an informal basis by including the sites within our regular conversations with relevant London developer contacts, rather than through a formal, staged process. This will save time and be cost-effective for you in ensuring the level of detail in the engagement is appropriate for the current stage of the overall site promotion process.

These discussions will focus on the principle of interest in development for the envisaged uses in this location, and where there is interest, what quantum of that use would be considered market-appropriate and investible. This will ensure all the development options to follow are effectively pre-vetted for their deliverability with clear use parameters.

PHASE 3 – DEVELOPMENT OPTION ASSESSMENT

Drawing on the analysis from Phase 2, as well as the SRF and specific Project Objectives confirmed in phase 1, we will prepare options for built form and use mixes covering the following scenarios:

- M6 in isolation with eastern cable overhead
- M7 in isolation with eastern cable overhead
- M6 and M7 in contiguous development with eastern cable overhead
- M6 in isolation with eastern cable buried
- M7 in isolation with eastern cable buried
- M6 and M7 in contiguous development with eastern cable buried

Should 29 Bidder Street be added to the project scope, these options will be supplemented further with:

- 29 Bidder Street in isolation with eastern cable overhead
- 29 Bidder Street developed with M6 and M7 with eastern cable overhead
- 29 Bidder Street in isolation with eastern cable buried
- 29 Bidder Street developed with M6 and M7 with eastern cable buried

All of these options will consider land ownerships in their layout to allow for phasing flexibility. All will also include an appropriate mix of uses that the analysis from phase 2 has determined are both market-facing and aligned to your objectives and requirements. This will include variants of some options swapping out some residential tenures and different non-residential uses within the same envelope in order to explore the most valuable overall mix.

This value will be assessed using residual appraisal analysis using Argus Developer to allow for clear understanding and direct comparison between options. We will determine applicable value assumptions from the phase 2 analysis and build cost assumptions from a combination of the RICS Build Cost Information Service and benchmarking against rates we have been quoted in cost plans across comparable projects, commissioned by ourselves in feasibility studies or tendered to us in our agency and public procurement roles throughout our local projects (see question 3).

This analysis will also incorporate costs of scheme risk mitigations and SRF requirements (e.g. for public realm and connectivity) identified in phase 2 to ensure the value estimates are realistic and consistent with your objectives.

The output development values from this analysis will be presented alongside our view of land values for the range of relevant uses determined earlier, for a fully rounded overall view of the sites' value potential. The 'disposal' land values will be estimated from comparable evidence and the views of our in-house agency teams and their extensive London experience, particularly industrial transactions locally in Canning Town (see question 3).

We will discuss these results with you in a workshop setting and based on feedback refine those options

arrive at emerging 1-2 preferred options.

PHASE 4 – DELIVERY APPROACH

Either following phase 3 or as part of the above options workshop, we will also discuss with you your delivery objectives. These are distinct from the scheme objectives in that they relate more to the manner of scheme delivery than the content of the scheme itself. We will explore for example your attitude to risk; deferring receipts; the relative priority of receipts to other objectives; views on procurement; and requirements for control over scheme design, quality, timing and socio-economic outcomes etc.

We will then qualitatively assess the following principal delivery approaches against these objectives, assessing their relative strengths and weaknesses, and combining with quantitative analysis by scoring these attributes relative to your requirements:

- Disposal (unconditional and conditional)
- Agreement for Lease
- Development Agreement
- Joint Venture

This analysis will include how land assembly can dovetail with each of the delivery options, as we see this as an integral factor in the delivery option decision rather than a standalone exercise.

This analysis will be presented alongside a simple breakdown of the potential commercial return in each scenario. For disposal, this will be based on the generic land values identified in phase 3. For all other delivery options the value will be based on appraisal analysis for the preferred development option(s).

Agreement for Lease and DA options will reflect the appraisal residual value(s). For the Joint Venture, we will adapt the Argus appraisals to reflect a model incorporating a Development Management Fee and revised cost of equity, presenting LBN's potential return inclusive of a share of development profit, net of a shared equity contribution.

In discussion with you, this analysis will provide for emerging preferred 1-2 delivery options. We will then consider any variances to the emerging option(s) including the extent of LBN advancement of planning and/or land assembly prior to transitioning to delivery, and whether there may be scope to employ multiple approaches across different phases. Cross-referencing these again against your delivery objectives, we will finalise our suggested emerging preferred delivery option(s).

The land assembly advice previously set out will also be revisited at this point to align with the emerging preferred delivery options. This includes where the delivery approach recommends packaging sites and sub-phasing.

We will then draw together all of the above into a comprehensive report covering all required outputs:

- Summary of the strategy policy, market, technical and site analysis undertaken and their implications for scheme and delivery options
- Design opportunities and constraints, and **spatial capacity study** options
- **Viability appraisal analysis** and comparison to disposal land values (this and the capacity studies collectively comprising an effective **feasibility study**)
- Land assembly assessment, compensation estimates and implications for phasing (includes updated **property information table** and value of interests)
- Delivery options qualitative and quantitative analysis including indicative potential for LBN returns
- Recommended delivery, phasing and land assembly approach
- Project risk register
- Next steps and path to delivery

All outputs above incorporating the brief output requirements at 5.6.

This report will also directly answer all the questions posed at para 5.2 of the brief, laying them out in Q&A format as an executive summary

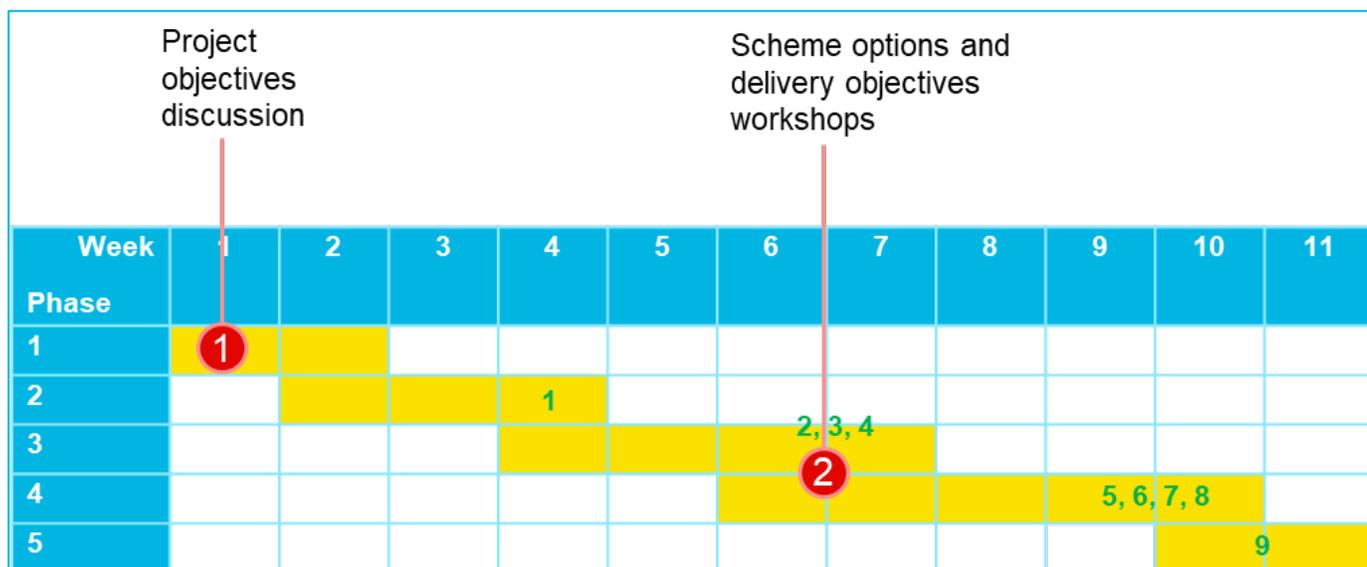
For overall brevity and clarity, we propose our outputs are issued in Powerpoint format though with appendices for standalone supporting elements including planning appraisal, capacity studies and land assembly reviews. Our reporting will be issued in draft first followed by final draft on receipt of comments.

PHASE 5 – ACTION PLAN

As referenced above, the final element of our reporting outputs will comprise next steps and a path to delivery. This will cover the workstreams required to continue from this study to delivery/procurement and delivery of the scheme, including indicative programme, milestones and dependencies, and LBN costs and role.

During this stage we will issue all final reporting.

TIMELINE



QUESTIONS RESOLVED:

1. What uses align with LBN strategies and planning policy?
2. What development and uses are viable and maximise return?
3. What is the impact of the power lines and would their removal be viable?
4. What development objectives should be applied?
5. What is the most suitable delivery approach?
6. How should the sites be packaged and phased?
7. What is the best land assembly approach?
8. What financial return can be anticipated?
9. What is the action plan for delivery?

We confirm that this project can be completed within the 3-month timeframe set in the brief.

This is a timeline not without challenge, but is entirely deliverable by virtue of:

- All parties in our team having worked together before and hence being used to our ways of working, having pre-existing sub-consultancy arrangements, and being able to work collaboratively to twin-track our respective workstreams.
- All of the development, planning and land assembly advice coming from within a single firm in Montagu Evans, all based in the same London office on a single floor where we all work within metres of each other, providing for unparalleled coordination across these advice lines.
- Our extensive pre-existing work and market understanding locally (see question 3) means we will waste no time in coming to our commercial and market conclusions. Whilst we will undertake fresh

analysis, we have existing data and market relationships to build upon, as well as insight from actual delivery nearby to feed into the delivery structures analysis.

RISKS AND DEPENDENCIES

- We assume timely receipt of all available site and ownership information at the start of the project.
- The technical review may extend into phase 3 as timing is dependent on receipt of third-party utilities information (which can typically take 3-4 weeks). If confirmation of appointment can be made prior to project inception we can make the necessary requests in advance to mitigate this. Otherwise, we will feed technical constraints into phase 3 capacity study work as it becomes available; certainly well before presenting any emerging options.
- As described above we will undertake informal market engagement through the normal course of business to keep to programme whilst extracting the intelligence we need to feed into the emerging scheme use mix. To some extent, this is diary-dependent so may be more on-going than strictly only within the phase 2 period. That said, undertaking engagement informally rather than through formal arranged sessions ensures this does not compromise programme overall.
- The programme requires focus on outcomes and deliverability. This is the reason we will interrogate objectives at two separate stages, at a strategic level in phase 1 and specifically for delivery purposes in phase 4. Being completely clear on what the project as a whole is trying to achieve will provide a laser focus for our analysis and outputs to get to the answers you need faster.
- In order not to impact the programme we would need to know whether the scope is extended to include 29 Bidder Street by week 4 (as we move into capacity analysis), and by week 2 not to have any impact on fee (as some of phase 2 e.g. technical and land assembly reviews will be extended to include 29 Bidder Street by this time so as not to compromise later programme).
- Each phase as set out above is dependent on the previous, so there is a critical path through the programme and delay to one phase will impact the others. That said, phases can overlap to a degree as shown.

ADDING VALUE

- We will be able to port over our **considerable local experience**, across a range of project contexts, advisory specialisms and development uses, to this project to ensure we have a relentless focus on deliverability. Our local experience (see question 3) includes procuring development partners under a variety of delivery structures, supporting developers in their own bids for sites, re-negotiating development agreements, planning and technical advice and land agency; and uses covered include residential of all tenures, industrial, leisure, education and co-working/innovation space. We know current market appetite and trends, values and investment drivers, allowing us to shape deliverable proposals here from the very start.
- The strategic policy framework across many of these sites is much the same as at Bidder Street. We are used to shaping projects to align with Newham's corporate priorities and LPA policy, and much of this overlaps significantly with the SRF objectives. Enhanced public realm and connectivity, bio-diversity net gain, economic growth particularly in growing and high value industries, and sustainability are stated aims at Royal Albert Dock, Sites Adjacent to City Hall, Silvertown Quays, Limmo and Crown Wharf, all of which we have involvements in. This means we understand your requirements inherently and will shape the project to deliver the SRF objectives as we are used to working to much the same principles across the local area in a variety of contexts. Our work at Crown Wharf in particular gives us unique insight into hyper-local public realm and connectivity requirements.
- We are specialists in converting strategies into delivery, but agnostic as to what that delivery route is. Across the local area we are involved in development agreements, agreements for lease, master developer partnerships and land disposals. Our advice is tailored to the genuine best route for any one site and set of client objectives and our track record of progressing projects to exit at Royal Albert Dock, Bow Goods Yard and Sites Adjacent to City Hall shows that our strategies don't remain on the shelf; we achieve results.

A2 – PROJECT TEAM

CORE TEAM

We have assembled a highly experienced multi-disciplinary team to deliver this commission, structured as shown further below. We also set out the range of expertise that the team will provide to deliver the specification of the commission.

DEVELOPMENT DELIVERY

We propose a tight core team for clarity and certainty to you of our committed resource, whilst ensuring all within this team have sufficient capacity to meet all requirements:

Matthew Hayes, Partner, will act as **Project Lead**. Matthew will have overall responsibility for successful delivery of our advice and will be the primary point of client contact. His responsibility will be to guide and coordinate the strategic aims and resource planning for the project, with all internal ME reporting lines coming to him, ensuring that client objectives are being met whilst also providing technical input and guidance throughout. He will also be heavily involved in project delivery.

Balthazar Butcher, Senior Surveyor, will be the day-to-day **Project Manager**. Balthazar will take on the primary production of outputs and direct management of further resource and coordination between workstreams, overseen by Matthew. Balthazar will also support Matthew in all aspects of the feasibility work, including market review, options and viability work, and market testing.

Rachel Slater, Surveyor will provide further support to Matthew and Balthazar as additional resource to support all aspects, particularly including running appraisals, producing collateral and managing more junior resource.

LAND ASSEMBLY

Simon Mole, Partner, will provide **Land Assembly oversight**. Simon leads our Land Assembly and CPO team and is an experienced Chartered Surveyor and RICS Registered Valuer with 20 years' experience advising acquiring authorities on major infrastructure and regeneration schemes.

Matthew Boyd, Senior Associate, will act as **Land Assembly lead** and will lead on the delivery of the land assembly requirements. He will provide specialist strategic land assembly advice and compensation estimates across all of the sites.

ARCHITECTURE & URBAN DESIGN

Richard O'Neil is an **Executive HLM Board Director** and will act as Architecture Lead for this commission and oversee all aspects. Richard works for a diverse range of clients, building users and investors including local government and public sector organisations. Richard is also active across various sectors with different building typologies incorporating mixed-use developments, strategic masterplanning, re-purposing community assets, healthcare, commercial and workplace and residential facilities.

Richard will be supported in all aspects of the HLM's design input by **Karan Bakre, Senior Master Planner**, including masterplanning, capacity and feasibility testing.

TECHNICAL & ENGINEERING

We also include **Ian Austin, Director at SWECO** for this commission. Ian specialises in finding solutions by developing and delivering strategic Infrastructure works to unlock sites and facilitate development. He will be responsible for overseeing technical and engineering advice within the commission, with particular reference to the cabling and powerlines.

Ian will be supported by **Mike Jones, Technical Director**. Mike is an experienced advisor in utilities design and masterplanning, district energy and building services.

SECTOR SPECIALISTS

EMPLOYMENT (INDUSTRIAL & LOGISTICS)

We have identified **Luca Nardini, Partner**, to bring expert occupational, development and investment advice to the commission. Luca will provide market-facing insights and value at the feasibility and market testing phase, particularly with reference to the industrial and logistics markets.

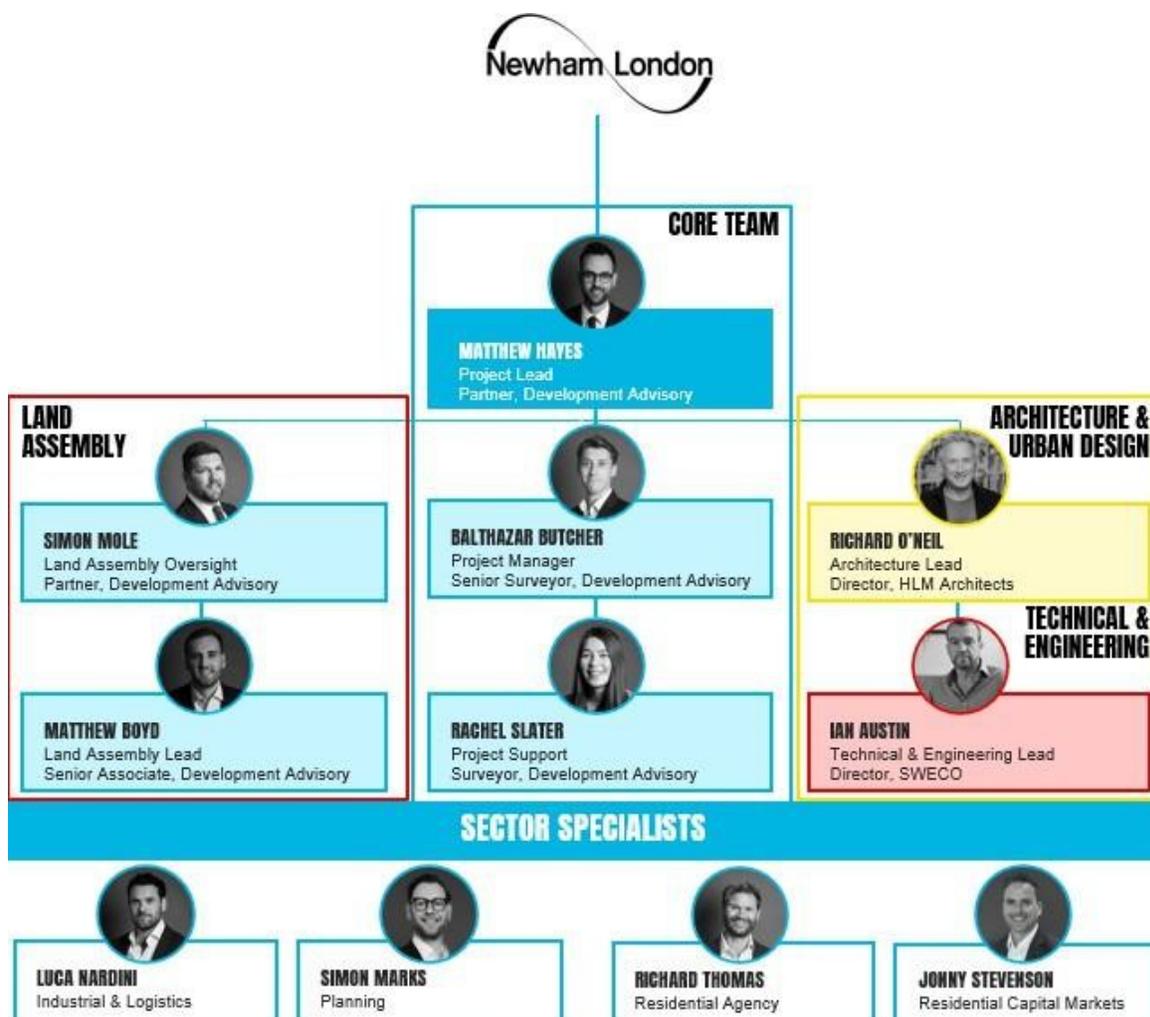
RESIDENTIAL AGENCY / CAPITAL MARKETS

Richard Thomas leads our residential land agency function and will lend up-to-the-minute intelligence on market trends, pricing and developer sentiment across the borough to feed into residential pricing and land analysis. We have also included **Jonny Stevenson**, head of residential capital markets, who will input his considerable sector knowledge across residential alternatives to determine investible uses and quanta, and applicable investment assumptions.

PLANNING

We have also included **Simon Marks, Partner**, who has advised on numerous schemes in the borough and hence has a strong understanding the LPA and its priorities. This includes at Crown Wharf adjacent to the sites. Simon will lead all planning input, as well as preparation and delivery of the planning appraisal.

The inclusion of these value-add Sector Specialists will be vital at feasibility and market testing phases, as we determine what mix of uses unlock viable development that maximises financial returns for LBN. Matthew as Project Lead, supported by Project Manager Balthazar with be the main point of contact for the above sub-consultants and Sector Specialists.



ACCOUNTABILITY AND ESCALATION

Our dedicated Project Lead, **Matthew Hayes**, will have ultimate accountability for performance and attend all relevant management and governance meetings to ensure accountability for service quality

Our Relationship Management processes are based on good industry practice including OGC Good Practice Contract Management Framework, ISO 9001 QA and ISO 44001 Collaborative Working Relationships. In the event of any issues we have established formal escalation procedures though we have never had to use them. Montagu Evans prides itself on client relationships and we will always act openly and honestly, such that any issues that might arise are typically dealt with comprehensively by the Project Lead. Should there be a need for escalation this would be raised to **Oliver Maury**, a senior Partner who leads the Development Advisory team. Escalation further to our Head of Compliance and ultimately to our Managing Partner, **Alan Harris**, is available if required.

COMMISSIONING AND MOBILISATION

An advantage of utilising a tight Core Team is the very clear line of management and accountability. All updates will be channelled through Matthew and Balthazar as the key points of contact for reporting purposes. This same core will be responsible for commission, with ultimate responsibility for Matthew Hayes, and direct management of more junior resource taking place progressively down the team.

Should any additional resource need be established we will discuss this with you and ensure sufficient coverage and resources at every stage of the process. The core team sits within a wider 30-person development consultancy team from which additional resource can be drawn if needed. We will maintain consistent and effective communication with the Council, providing regular updates throughout. In this manner any upcoming resource gaps will be identified early and rectified before it has any programme implications.

Overall responsibility for this commission will sit with Matthew Hayes, as the dedicated Project Lead for the Council. Matthew is a Partner in our Development Advisory team. He will be supported on day-to-day communications by Development Advisory Senior Surveyor, Balthazar ensuring that there is a point of contact available for the Council at every eventuality. We will report on key issues such as accomplishments since last meeting; general updates, schedules of interest; risk assessment updates (and any corrective actions); opportunities for improvement; and new actions and timelines allocated during monthly status meetings, with broader strategic meetings at agreed- upon intervals.

All of the Montagu Evans personnel above operate from within one office in London, and indeed a single floor, providing for unparalleled coordination across specialisms. As a Partnership business, we have no siloes as all the Partner group is rewarded and assessed on the basis of overall Partnership performance. This fosters a highly collaborative culture that will ensure we resource the project appropriately and provide the best advice regardless of where in the business the knowledge sits.

Word count: 1,169

A3 – EXPERIENCE

CASE STUDY 1 - SITES ADJACENT TO CITY HALL

CLIENT: GLA (ROYAL DOCKS)

LOCATION: LB NEWHAM



OVERVIEW RESPONSIBILITIES

Montagu Evans is currently advising the GLA on three sites at the Royal Docks next to City Hall. Advice has included a strategic review, identifying key objectives, stakeholder and market engagement, and a feasibility/viability review.

The team are retained by the GLA to advise on the partner procurement process, delivery strategy, commercial structuring and ultimately securing a delivery partner under an Agreement for Lease structure.

ME ROLES & SERVICES

- Market review and analysis
- Soft market testing
- Strategic site analysis and feasibility
- Delivery structure advice
- Procurement strategy advice and drafting of procurement documentation
- Managing non-regulated public procurement

RELEVANCE TO BIDDER STREET SITES

- ✓ Royal Docks (1-mile from Bidder Street)
- ✓ Comparable sized sites
- ✓ Priority for employment-led development
- ✓ Similar developer target market
- ✓ Advice across a full range of project specifications
- ✓ Viability constraints (various uses explored)
- ✓ Unlocking complex sites

OUTCOMES	CLIENT BENEFITS	BENEFITS TO BIDDER STREET
Established uses aligned with GLA objectives and LBN requirements, including logistics, self-storage, industrial, and flexible workspace.	Robust analysis identified viable and de-risked development scenarios that responded to viability constraints and market demand.	Existing market knowledge in relation to the values and costs associated with the uses identified, as well as insight from bidder proposals.
Extensive market engagement (including specialist Industrial & Logistics aided by Luca) has identified interested parties despite constrained sites and employment-only use restriction challenges.	Selection process due to be launched imminently; competition will ensure strong commercial outcomes for GLA.	Contact and knowledge base for these uses already secured to accelerate market engagement and intelligence gathering.
Determined Agreement for Lease as optimal delivery structure via non-regulated developer selection process.	Injects pace into delivery process whilst retaining maximum control over scheme in disposal context.	Potentially appropriate structure for Bidder Street; we've already optimised this approach and procured it on another GLA site.

RESOURCING

The Project has been led by the Head of Development Advisory at Montagu Evans, with **Balthazar** assisting as Project Manager. We have worked with TFT (cost consultancy) and DP9 (planning) and have been working in collaboration with GLA's lawyers from Tfl and LLDG procurement experts

ME TEAM MEMBERS



CASE STUDY 2 – ROYAL ALBERT DOCK

CLIENT: GLA

LOCATION: LB NEWHAM



OVERVIEW

Montagu Evans is currently advising the GLA on the delivery and procurement strategy for RAD, one of Newham and the GLA's most important regeneration sites with potential for c 400,000sqm of employment, residential, educational and other uses, focused on promoting economic growth, employment and supporting growing industries.

ME ROLES & SERVICES

- Market analysis
- Soft market testing
- Strategic site analysis and feasibility
- Delivery structure advice
- Procurement strategy advice and drafting of procurement documentation
- Managing public procurement
- Commercial negotiation

RELEVANCE TO BIDDER STREET SITES

- ✓ Royal Docks (2.5 miles from Bidder Street)
- ✓ Mixed-use development (residential and employment uses)
- ✓ Advice across a full range of project specifications
- ✓ Working with SWECO as sub-consultants

OUTCOMES	CLIENT BENEFITS	BENEFITS TO BIDDER STREET
Successfully developing the opportunity from vision and concept to concrete delivery strategy, now progressed to public procurement.	Turning challenging circumstances into forward momentum and delivery, GLA will secure place outcomes and retain rates income from the scheme.	We will have insight from bidder proposals that will grapple with the same strategic policy context and use aspiration as Bidder St, 'live-testing' what works.
Simon Marks has led planning advice at feasibility and delivery stages to consider a range of uses (stadia, entertainment, hospitality) not originally envisaged by the client or LPA.	We have established all potential uses that are capable of planning justification. We can robustly challenge bidder proposals including any other uses.	We can robustly assess planning potential at the fringes of policy, adding value rather than just repeating policy back, to fully explore all use options.
Complex infrastructure requirements including re-provision of a temporary energy centre and potential new sub-station captured in the development brief.	We ensure deliverability by covering all aspects of development constraints prior to marketing sites.	SWECO will be utilised at Bidder Street and impart their knowledge of the local utilities infrastructure.

RESOURCING

Matthew has led the procurement phase of this commission. **Balthazar** is project managing, reporting into Matthew and other members of the project team. Throughout this project, Montagu Evans have also sub-consulted with **SWECO**, as well as 31Ten (financial) and Howells (architects). We have also

ME TEAM MEMBERS



CASE STUDY 3 – CRAWLEY COUNTY BUILDINGS & NORTHGATE CHICHESTER

CLIENT: WEST SUSSEX COUNTY COUNCIL

LOCATION: WEST SUSSEX



OVERVIEW

Montagu Evans provided feasibility and delivery advice, in collaboration with **HLM** architects, on the Crawley County Buildings in Crawley town centre, and Northgate Chichester, near Chichester's high street.

For the Crawley site, we proposed a residential- and hospitality-led scheme with commercial ground floor activation with extensive public realm work was explored to integrate the site with its surrounds.

Northgate, Chichester was an island site within a busy gyratory with complex land ownership. The framework centred on traffic calming, strategic landscaping, and permeability, with development potential tested across hospitality, light-industrial, student housing, later living, and commercial uses.

ME ROLES & SERVICES

- Market analysis
- Development options testing
- Strategic site analysis and feasibility
- Viability analysis
- Delivery strategy advice

RELEVANCE TO BIDDER STREET SITES

- ✓ Comparable sized sites
- ✓ Multiple development scenarios tested
- ✓ Unlocking complex sites
- ✓ Mix of commercial and residential uses explored
- ✓ Working with HLM as sub-consultants

OUTCOMES	CLIENT BENEFITS	BENEFITS TO BIDDER STREET
Robust method has identified viable schemes at both sites for WSCC to progress.	WSCC will secure capital receipts via disposal for its JV with Lovell.	This is precisely the method we will use at Bidder Street, with track record in identifying optimised commercial return from constrained sites. Our strong working relationship with HLM will be replicated.
For both sites, HLM produced a wide range of exploratory capacity options which were refined through commercial input and testing within a tight timeframe.	A highly efficient method allows a breadth of testing with quick focus onto the most feasible options, ensuring nothing is missed but resource is focused on deliverable outcomes.	
Montagu Evans' land assembly team advised on strategy and cost implications of third-party land ownership.	Viability is accurate where land assembly is properly accounted for and schemes designed to be flexible around ownership.	Montagu Evans land assembly and development consultants are in the same team, fully integrated to ensure joined-up advice.

RESOURCING

Both commissions have been led by **Matthew** as Client Lead and **Balthazar** providing support to Matthew in all aspects of the feasibility work, including

ME TEAM MEMBERS



Crawley and Chichester instructions, Matthew and Balthazar worked with sub-consultants **HLM** (architects) and Gleeds (cost consultants).

WIDER EXPERIENCE

PROJECT	PROJECT TEAM	ROLE
Thameside West, Arada	Montagu Evans	Commercial advisors
ExCel London, GLAP		
North Woolwich, Newham		
Albert Island, GLAP		
South Thamesmead, Peabody		Procurement / delivery
Limmo Peninsula, Barratt Homes		Procurement bid support
North Crescent, Valor		Industrial agency
Valor Park, Valor		
Mint Business Park, Canning Town.		
Crescent Court Business Centre, Mileway		
Surrey Portfolio, Surrey County Council	Montagu Evans / HLM	Strategic Property Advisors, masterplanning & architecture
UK MOD & DIO		
Reserve Estate Optimisation Programme, DIO		Masterplanning & architecture
Waverley Borough Council		
Matlock, Derbyshire County Council		Procurement / delivery, planning, masterplanning & architecture

Schedule 2 Charges and payment

Charges are based on a fixed price

The fees set out below are based on the tendered price submitted by Montagu Evans.

Any fees not set out in the pricing schedule below, or associated to this contract, will be at Montagu Evans own risk

The council reserves the right to pause the commission at any time without penalty.

Workstream (as per your methodology set out in quality question A1)	Milestone (as per your programme set out in quality question A1)	Date completion expected (as per your programme set out in quality question A1)	VALUE 1: Charge payable on completion of milestone (£) – to complete Feasibility Study for M6 and M7	VALUE 2: Additional charges payable on completion of milestone (£) – for additional services to increase scope of Feasibility Study to include 29 Bidder Street
Phase 1	Conclusion of site appreciation	23/01/26	£3,500	£500
Phase 2	Conclusion of site analysis	06/02/26	£24,500	£3,000
Phase 3	Conclusion of development options and viability (workshop)	27/02/26	£21,500	£4,000
Phase 4	Issue of all final draft outputs	20/03/26	£9,000	£1,000
Phase 5	Issue of final outputs, Presentation	27/03/26	£3,000	£500
TOTAL Value 1 charges to complete Feasibility Study for M6 and M7			£62,500	
TOTAL Value 2 additional charges to increase scope of Feasibility Study to include 29 Bidder Street				£9,000
TOTAL All charges to complete Feasibility Study for M6 and M7 and additional services to include 29 Bidder Street			£71,500	

Schedule 3 Processing, Personal Data and Data Subjects

1. The Supplier shall comply with any further written instructions with respect to processing by the Council.

2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	<i>Property ownership information</i>
Duration of the processing	<i>During the Contract Period</i>
Nature and purposes of the processing	<i>Collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination of Data as required to complete the Feasibility Study for the Bidder Street Sites</i>
Type of Personal Data	<i>Names, Addresses, Contact Information, Property Ownership Information</i>
Categories of Data Subject	<i>Property owners and tenants</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>Supplier to return all Data to the Council at the end of Contract Period and destroy records</i>

Schedule 4 Optional Clauses

Only those Optional Clauses listed in the Contract Details shall apply to this Agreement.

1 SAFEGUARDING AND IMPROPER CONDUCT

- 1.1 Where the Services involve unsupervised contact with children and / or adults at risk, the relevant parts of this Schedule shall apply, as appropriate. The Council may also require a signed undertaking from the Supplier that the provisions of this Schedule have been complied with prior to Services commencing.
- 1.2 The Supplier acknowledges that the Council is a regulated activity provider with ultimate responsibility for the management and control of the regulated activity provided under this Agreement and for the purposes of the Safeguarding Vulnerable Groups Act 2006.
- 1.3 The Supplier will ensure that checks are carried out on all employees in accordance with the registration requirements under the Care Standards Act 2000 and that appropriate Disclosure and Barring Service (DBS) checks are obtained.
- 1.4 With regard to police checks of personnel, the Supplier undertakes:
 - 1.4.1 to ensure that all of the Supplier's Employees who may have unsupervised contact with children or adults at risk are police checked in accordance with all prevailing Legislation (including but not limited to the Care Standards Act 2000) and the Codes of Practice for Registered Persons and other Recipients of Disclosure Information under section 122 of the Police Act 1997, and as amended by the Protection of Freedoms Act 2012 where relevant;
 - 1.4.2 that police checks carried out via the Supplier will only be accepted upon written confirmation from the DBS, via a DBS certificate, that the Supplier is registered with this service for the purposes of initiating police checks;
 - 1.4.3 that where the Supplier asks the Council to process police checks, the Supplier must do so via the Council's nominated officer as notified to the Supplier in the Specification or as otherwise notified to the Supplier by the Council in writing;
 - 1.4.4 to obtain the highest level of disclosure available from the DBS (including the enhanced certificate) in respect of each prospective employee, volunteer or other persons who may work with, give support to, or otherwise have direct contact with Service Users; and
 - 1.4.5 to update all police and DBS checks every three years; and
 - 1.4.6 to keep full records on the personal file of all persons who have undergone DBS (and formerly, CRB) checks.
- 1.5 Prior to the Commencement Date, the Supplier shall submit to the Council a Child Protection Policy and written code of behaviour for staff and volunteers. These documents will, where relevant, adopt the All London Child Protection Procedures and work to the Local Safeguarding Children Board guidance and procedures. The Supplier's Child Protection Policy must demonstrate how staff working across agencies and professions will work together to ensure children's safety is paramount at all times. The Supplier shall incorporate any instructions given by the Authorised Officer (who shall be the Council's Representative or such other person as is notified to the Supplier) to revise or amend such

- 1.6 Prior to the Commencement Date, the Supplier shall submit to the Council an Adult Safeguarding Policy and written code of behaviour for staff and volunteers. These documents will, where relevant, adopt the 'Protecting Adults at Risk: London multi-agency policy and procedures to safeguard adults from Abuse' (Jan 2011). The Supplier's Adult Safeguarding Policy must demonstrate how staff working across agencies and professions will work together to safeguard adults at risk of abuse and neglect. The Supplier shall incorporate any instructions given by the Authorised Officer to revise or amend such a policy.
- 1.7 The Supplier shall at all times comply with the Child Protection and Adult Safeguarding Procedures relevant to the Council and will ensure that any of the Supplier's internal procedures or inter-agency protocols are consistent with these procedures.
- 1.8 To ensure compliance with its duties under Section 11 of the Children Act 2004, the Council shall require that the Supplier demonstrates that its functions are discharged having regard to the need to safeguard and promote the welfare of children through the submission of a Self Audit to the Council. This Self Audit shall be submitted on a two year cycle in line with the LSCB protocol.
- 1.9 Supplier's staff (including employees, carers and volunteers) must:
 - 1.9.1 have a clear commitment to abide by the All London (or relevant) Child Protection Procedures, and Protecting Adults at Risk: London multi agency policy and procedures to safeguard adults from abuse, as amended from time to time.
 - 1.9.2 be subject to the highest standard of recruitment practices, including any guidelines or codes of practice issued by the Local Safeguarding Children Board, Safeguarding Adult Board and/or the Council;
 - 1.9.3 maintain accurate and up to date records of decision making and actions taken;
 - 1.9.4 ensure they are at all times sensitive to needs arising from race, culture, religion, or linguistic background;
 - 1.9.5 respect confidentiality of information about individuals;
 - 1.9.6 share information with agencies to the extent that is required to assess and meet the needs of the child or adult at risk
 - 1.9.7 receive regular mandatory child protection training; and
 - 1.9.8 receive regular mandatory adult safeguarding training.
- 1.10 The Supplier warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Supplier in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 1.11 The Supplier shall refer information about any person carrying out the Services to the Disclosure and Barring Service where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to Service Users, or children or vulnerable adults.

2 SOCIAL NETWORKING AND INTERNET

- 2.1 The Supplier is only permitted to use social media platforms to market or deliver the Services when the Council has given prior written approval to do so.
- 2.2 If, subject to clause 2.1, the Supplier uses social media platforms to market or deliver the Services, all Staff who administer them must ensure they are used in a professional context and have undertaken eSafety training.
- 2.3 If the Supplier uses social media platforms to market or deliver the Services, a risk assessment must be undertaken and can be requested by the Council at any time.
- 2.4 The Supplier must have a social networking and/or social media policy and guidance for all Staff.

Schedule 5 Supply of Goods – Not applicable

1 DEFINITIONS

In this Schedule, unless the context requires otherwise, capitalised terms have the meaning given to that term as set out below or the meaning given to such term where it is defined elsewhere in this Agreement:

Deliver means physically transfer the Goods to the Customer at the Delivery Location and on the Delivery Date, which includes unloading and any other specific arrangements set out in the Framework Agreement Specification and Order Form or subsequently agreed in writing between the Parties. Delivered and Delivery are construed accordingly.

Delivery Date means the date which the Goods must be delivered to the Council by the Supplier in accordance with the terms and conditions of this Agreement.

Delivery Location means the address for delivery of the Goods to the Council by the Supplier in accordance with the terms and conditions of this Agreement.

Goods means the whole of the Goods or any of them to be provided by the Supplier as identified in the Goods Specification pursuant to this Agreement from time to time.

Goods Specification means the specification of the Goods set out in the Invitation to Tender.

Replacement Goods means any Goods which are the same as or substantially similar to any of the Goods and which the Council receives in substitution for any of the Goods following the expiry or termination of this Agreement, whether those Goods are provided by the Council internally and/or by any third party.

2 THE GOODS

2.1 The Supplier shall ensure that the Goods:

2.1.1 correspond with their description and the Goods Specification;

2.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Council expressly or by implication, and in this respect the Council relies on the Supplier's skill and judgement;

2.1.3 where they are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery; and

2.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

2.2 The Supplier shall commence the supply of the Goods on the Commencement Date and shall thereafter continue to provide the Goods throughout the Contract Term in accordance with the terms of this Agreement.

2.3 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Agreement.

3 DELIVERY AND INSPECTION

- 3.1 The Council may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Agreement.
- 3.2 If following such inspection or testing the Council considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Paragraph 2.1, the Council shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.3 The Council may conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 3.4 The Supplier shall ensure that:
- 3.4.1 the Goods are properly packed and secured in such manner as to enable them to reach their Delivery Location in good condition;
 - 3.4.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the order, the order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 3.4.3 if the Supplier requires the Council to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.
- 3.5 The Supplier shall deliver the Goods:
- 3.5.1 on the Delivery Date;
 - 3.5.2 at the Delivery Location; and
 - 3.5.3 during the Council's normal business hours or as instructed by the Council.
- 3.6 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.
- 3.7 The Supplier shall not deliver the Goods in instalments without the Council's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Council to the remedies set out in Paragraph 4.

4 REMEDIES

- 4.1 If the Goods are not delivered on the Delivery Date, or do not comply with the undertakings set out in Paragraph 2.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the Council may exercise any one or more of the following remedies :
- 4.1.1 to terminate this Agreement in accordance with Clause 15 (Termination);

- 4.1.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
 - 4.1.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - 4.1.5 to recover from the Supplier any costs incurred by the Council in obtaining substitute goods from a third party; and
 - 4.1.6 to claim damages for any other costs, loss or expenses incurred by the Council which are in any way attributable to the Supplier's failure to carry out its obligations under the Agreement.
- 4.2 This Paragraph shall also apply to any repaired or Replacement Goods supplied by the Supplier.
- 4.3 The Council's rights and remedies under the Agreement are in addition to its rights and remedies implied by statute and common law.

5 TITLE AND RISK

- 5.1 Title and risk in the Goods shall pass to the Council upon Delivery.
- 5.2 The Supplier warrants that:
- 5.2.1 it has full, clear and unencumbered title to all the Goods;
 - 5.2.2 at the Delivery Date of any of the Goods it shall have full and unrestricted right, power and authority to sell, transfer and Deliver all of the Goods to the Customer. On Delivery the Customer shall acquire a valid and unencumbered title to the Goods.

Schedule 6 Living Wage

- 1 For the purposes of this Paragraph 1 of Schedule 6 the following expressions have the corresponding meanings:
 - 1.1 “**Resolution Foundation** ” means the Resolution Foundation as directed by the Living Wage Commission or any relevant replacement organisation as notified by the Council from time to time;
 - 1.2 “**Living Wage**” means the rates for the basic hourly wage as updated and published annually by the Resolution Foundation on www.livingwage.org.uk applicable for the United Kingdom;
 - 1.3 “**Living Wage Foundation**” means the Foundation responsible for deployment of Living wage accreditation in the UK or any relevant replacement organisation as notified by the Council from time to time
 - 1.4 “**Staff**” means (a) Supplier Personnel; and (b) any officers and employees of any Subcontractor engaged in the performance of the Supplier’s obligations under the Agreement.
- 2 The Supplier agrees that the Living Wage must be paid to all Staff.
- 3 Without prejudice to any other provision of this Agreement, the Supplier shall:
 - 3.1 ensure that Staff:
 - 3.1.1 aged 18 or over and not part of a recognised UK Government approved apprenticeship scheme; and
 - 3.1.2 engaged in the provision of the Works or Services for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year; and
 - 3.1.3 without limitation as to location of Staff workplace (including for the avoidance of doubt from their home and/or from premises and land owned or occupied by the Council)

are paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the Living Wage relevant to the area in the UK from which they operate.
- 3.2 ensure that none of the Staff are paid less than the amount to which they are entitled in their respective contracts of employment.
- 3.3 provide to the Council such information concerning the Living Wage as the Council or its nominees may reasonably require from time to time, including (without limitation) all information necessary for the Council to confirm that the Supplier is complying with its obligations under this Schedule 6; and reasonable evidence that this Schedule 6 has been implemented.
- 3.4 disseminate on behalf of the Council, to the Staff such perception questionnaires as the Council may reasonably require from time to time and promptly collate and return to the Council responses to such questionnaires.

- 3.5 cooperate and provide all reasonable assistance in monitoring the effect of the Living Wage and compliance thereof including allowing the Living Wage Foundation contact person to meet with the Staff and any trade unions representing the Staff.
- 3.6 implement the annual increase in the rate of the Living Wage and procure that its Sub-Contractors implement the annual increase in the rate of the Living Wage, on or before 1 April in the year following the publication of the increased rate of the Living Wage.
- 4 The Council reserves the right to audit (acting by itself or its nominee(s)) the provision of the Living Wage to the Staff.
- 5 Without limiting the Council's rights under any other termination provision in this Agreement, the Supplier shall remedy any breach of the provisions of this Schedule 6 within 30 days written notice (the "Notice Period") of the same from the Council. If the Supplier remains in breach of the provisions of this Schedule 6 following the Notice Period, the Council may by written notice to the Supplier immediately terminate this Agreement.

Schedule 7 Policies

n/a

