



INVITATION TO TENDER LETTER

To Whom may be interested in this tender

INVITATION TO TENDER (ITT) for conversion of Primary Development on Burlington Avenue, for 60 pupils with additional car parking and minibuses spaces and external landscaping

- 1 Your organisation along with others, is invited to offer a tender for provision of the above, to the specification outlined in the attached documents. Enclosed are:

Document 1 Instructions and information on the tendering procedures
Document 2 Draft Appointment Letter detailing Terms and Conditions
Document 3 TEAM Education Trust Competitive Tendering & Procurement Policy
Document 4 Declaration and information to be provided by tenderer.
Document 5 Example scoring system for Award Stage.
- 2 Please read the instructions on the tendering procedures carefully. Failure to comply with them may invalidate your tender which must be returned by the date and time given below.
- 3 An electronic copy of your tender must be received by Carolyn Peach, Executive PA, to c.peach@teameducation.org no later than **9am** on the **2 May 2025**. Late tenders will **not** be considered.
- 4 If having read the enclosed specification you decide not to submit a tender, I would be grateful if could send your reasons (though you are under no obligation to do so) to R Carolyn Peach, Executive PA, to c.peach@teameducation.org, at the above email address marked 'No Tender'.
- 5 Please contact CEO Sarah Baker at s.baker@teameducation.org or CFO Nicola Cook at n.cook@teameducation.org if you have any questions about the tendering procedure. The enclosed Document 1 also contains details for providing you with further information or clarification of the Trust's requirement.

I look forward to your response.

Yours sincerely

Mrs S Baker

Mrs N Cook



INSTRUCTIONS AND INFORMATION ON TENDERING PROCEDURES

- 1 These instructions are designed to ensure that all tenders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Please contact Carolyn Peach at c.peach@teameducation.org if you have any doubts as to what is required or you have difficulty in providing the information requested. Pre-tender negotiations are **not** allowed.

Contract Period

- 2 The contract is to be for a period of 3 months with a possible 1 month extension but must be confirmed in writing with reason for request.

Incomplete Tender

- 3 Tenders may be rejected if the information asked for in the ITT and Specification is not given at the time of tendering.

Returning Tenders

- 4 Tenders are to be submitted via email to Carolyn Peach at c.peach@teameducation.org. The Trust will send a confirmation of receipt of bid email upon receipt of the tender.

Tenders must be delivered by **9am** on the **2 May 2025**.

Receipt of Tenders

- 5 Tenders will be received up to the time and date stated. Those received before the due date will be retained unopened until then. It is the responsibility of the tenderer to ensure that their tender is delivered no later than the appointed time.

Acceptance of Tenders

- 6 By issuing this invitation the Trust is not bound in any way and does not have to accept the lowest or any tender, and reserves the right to accept a portion of any tender, unless the tenderer expressly stipulates otherwise in their tender.

Inducements

- 7 Offering an inducement of any kind in relation to obtaining this or any other contract with the Trust will disqualify your tender from being considered and may constitute a criminal offence.

Confidentiality of Tenders

- 8 Please note the following requirements, you must not:
 - Tell anyone else what your tender price is or will be, before the time limit for delivery of tenders.

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- Try to obtain any information about anyone else's tender or proposed tender before the time limit for delivery of tenders.
- Make any arrangements with another organisation about whether or not they should tender, or about their or your tender price.
 - Failure to comply with these conditions may disqualify your tender.

Costs and Expenses

- 9 You will not be entitled to claim from the Trust any costs or expenses which you may incur in preparing your tender whether or not your tender is successful.

Debriefing

- 10 Following the award of contract, debriefing will be included in the letter sent to unsuccessful bidders.

Evaluation Criteria

- 11 The tender process will be conducted in a manner that ensures tenders are evaluated fairly to ascertain the most economically advantageous tender. As outlined in the Team Education Trust Competitive Tendering & Procurement Policy, all tender quotes will be reviewed by at least two of the Trust Executive Team with support from other central team members, if required. Those involved should disclose all interests, business and otherwise, that might impact on their objectivity. If there is a potential conflict of interest, then that person must withdraw from the tendering process.
- 12 Trust Executives evaluating the quotes will independently score and evaluate each bid, and then compare *notes after completing their evaluations. Records of decision making and moderation decisions will be kept.*

Freedom Of Information

- 13 The Trust is committed to open government and to meeting their responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to the Trust may need to be disclosed in response to a request under the Act. If you consider that any of the information included in your tender is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may still be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked 'confidential' or equivalent by the Trust should not be taken to mean that we accept any duty of confidence by virtue of that marking. If a request is received, we may also be required to disclose details of unsuccessful tenders.

Tender Period

- 14 Due to the intensive evaluation process, the Trust requires tenders to remain valid for the period specified in Document 4.

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Basis of the Contract

- 15 Document 2 outlines the terms and conditions with the detailed specification in Schedule 1 of Document 2, this document, will form the basis of the contract between the successful tenderer and the Trust.

Timetable

- 17 This timetable is provisional and may be subject to change, but will be adhered to by the Trust as far as reasonably possible.

ACTIVITY	TIMESCALE
Advertise (Trust website and Voluntary advert (through The Find a Tender Service)	4 th April
Start of clarifications stage / any questions about the specification or procurement process	April – 1 st May 2025
End of clarifications stage	1 st May 2025
Submission deadline for receipt of bids	2 nd May 2025 @ 9am
Inform bidders of award	5 th May 2025 @ 4pm
Award contract	13 th May 2025
Completion of Project / Snagging	31 st August 2025
Opening day for students and families	W/C 8 th September 2025

Format of Bids

- 18 Tenderers should present their proposals in the following format:

Section 1 Table of Contents

Section 2 Management Summary

Section 3 Meeting the Specification

Section 4 Detailed Breakdown of Cost and Charging Arrangements

Section 5 Declarations, Undertakings and Attachments (see Document 4)

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Conclusions

- 19 Whilst every endeavour has been made to give tenderers an accurate description of the Trust's requirement, tenderers should make their own assessment about the methods and resources needed to meet those requirements.

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DOCUMENT 2

Example APPOINTMENT LETTER

From: **TEAM Education Trust**, whose registered office is at Stubbin Wood School, Common Lane, Shirebrook, Mansfield, Nottinghamshire, NG20 8QF (**Client**)

To: **XXXX (Contractor) & XXXX (Project lead / point of contact)**

each a “party” and together referred to as the “parties”

Date: **XX XXX 2025**

Dear Sir/Madam

Project: XXXX

This letter sets out the terms of your appointment (**Appointment**) in relation to the above Project.

Nothing in this Appointment shall operate or be interpreted to limit or exclude any liability for fraudulent misrepresentation or any other kind of fraud, any liability for death or personal injury caused by negligence or any liability for any other matter for which liability cannot be excluded or limited by law. All other terms of this Appointment apply subject to the first sentence of this paragraph.

This Appointment constitutes the entire agreement between us and replaces any previous agreement, promises, assurances, warranties, representations and understandings, whether written or oral, relating to its subject matter, between us relating to the Project. Any services already provided by you relating to the Project are to be treated as having been provided under the terms of this Appointment.

Each of our rights and remedies under this Appointment is without prejudice to each other such right or remedy. More than one right can be exercised where applicable. Also, each right can be exercised more than once, where applicable.

Each party acknowledges that in entering into this Appointment it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Appointment. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

1 Scope of Appointment

This Appointment relates to the proposed site, **XXXX (Site)** of the Project and to any roadworks, services installations and other enabling works adjacent to the Site which are required for the purposes of the Project.

2 Services

2.1 The services you are to provide to us are set out in schedule 1 (“**Services**”).

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- 2.2 You are to provide such additional services within your discipline and competence as we may reasonably request in writing, relating to the Project.
- 2.3 You are to obtain our written authority before initiating any work stage specified in schedule 1 or changing any Services (and/or related outputs from those Services) under schedule 1.
- 2.4 You are to comply with all reasonable instructions given by us in writing in connection with this Appointment.
- 2.5 You are to promptly, fully and in good faith share such information with us as we require to understand or verify anything under or concerning this Appointment (to include, but not limit to, anything required to consider compliance with this Appointment or the law and/or anything required to discuss and resolve a concern, complaint, dispute or claim).
- 2.6 You cannot use any personnel for the Services or any other activity who do not have the lawful right to be in the UK and/or work in the UK for the Services. This applies without prejudice to clause 21.
- 2.7 You will ensure that all Supply Chain Taxes are paid in full, by all Supply Chain Persons, on or by respective due dates. This applies without prejudice to clause 8.5.
- **Supply Chain Person** means
 - you;
 - your sub-contractors or agents;
 - any supplier in the respective supply chains of any of the above;
 - the directors or other officers, employees, non-employed workers, self-employed Contractors, advisers, agents or other personnel of any of the above; or
 - any combination of any of the above.

Supply Chain Taxes means taxes of any kind (and all related costs like fines, interest, and penalties) paid, payable or owed to HMRC or any successor body (or equivalent body outside of the UK) by any Supply Chain Person, including the following:

- PAYE or other taxes for employees, non-employed workers, and self-employed individuals (or their personal service companies) working for, with or through any Supply Chain Person;
- National insurance, social security contributions or pension contributions for employees, non-employed workers, and self-employed individuals (or their personal service companies) working for, with or through any Supply Chain Person;
- VAT or any other similar taxes for goods or services purchased;



- any other taxes, duties or tariffs of any Supply Chain Person (other than VAT on undisputed invoices from you to us under the Appointment); or
- any combination of any of the above.

3 Design changes and Scope Creep

- 3.1 You may not without our express prior written consent make or permit any material change in the designs or specifications for the Project, after they have been settled or approved.
- 3.2 You are to keep us and our other Contractor s fully informed on a day-to-day basis of all changes in design or specification made or authorised by you.

4 Budget and programme

- 4.1 You are to have due regard in the performance of your services to our budget and programme requirements for the Project. If you become aware of circumstances which may prevent us from carrying out the Project in accordance with our budget or programme, you are to inform us without delay.
- 4.2 You are to collaborate with us and our other Contractor s to establish a co-ordinated programme for the production of the design and are to monitor progress against the design programme.

5 Duty of care

- 5.1 You are to use the degree of skill, prudence, foresight, care and diligence which would reasonably and ordinarily be expected of skilled, qualified and experienced Contractor s undertaking services and other duties similar to those to be performed under this Appointment in relation to projects similar in scale, size, scope, nature, complexity, location, timescale, value and character to the Project in the performance of your duties under this Appointment.
- 5.2 You are to use reasonable care and skill to see that the design of all elements of the Project for which you are responsible comply with the building regulations and all other applicable Statutory Requirements and regulatory requirements.

Statutory Requirements means any statute, statutory instrument, regulation, rule or order made under any statute or directive having the force of law which affects the services or performance of any obligations under this agreement and any regulation or bye-law of any local authority or statutory undertaker which has any jurisdiction with regard to the services or with whose systems the services are, or are to be, connected including any statutory provisions and any decision or a relevant authority thereunder which control the right to develop the Site.

- 5.3 You are to comply with your statutory duties under the CDM Regulations and all other applicable laws.

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- 5.4 No inspection or approval or review on our part or on our behalf, and no omission to inspect or review or to disapprove shall negate or diminish any duty or liability on your part under or in connection with this Appointment. Provided always that nothing in this clause shall modify or affect any rights which you might have but for the existence of this clause to claim any contribution from any third party whether under statute or at common-law.
- 5.5 You shall, subject to the provisions of this agreement, proceed with the services regularly and diligently and shall perform the same as may be necessary having regard to any timetable that we issue to you.
- 5.6 You shall perform the services and generally provide all drawings, details, specifications, and other required information so as not to cause any programme, milestone and/or completion dates that we notify to you to be exceeded, subject to you promptly making known to us any reasonable objections to such dates.
- 5.7 If at any time you are prevented or delayed in the performance of the whole or any part of the services for any reason you shall:
- a. as soon as you become aware forthwith so notify us giving the specific reason for such delay or prevention together with his best estimate of its effect on the procurement timetable, the proposed construction period and any other impact, and
 - b. use all reasonable endeavours to mitigate the effect of any delay and as soon as practicable to resume and expedite the performance of the services so as to complete the same with all reasonable speed.
- 5.8 You shall defend, indemnify and hold us harmless, in full and without delay on demand, from and against any and all costs, expenses, fines, penalties, withdrawal of grant funding, clawback of grant funding and all other losses and liabilities of any kind to the extent caused by, made worse by or arising from any of the following done, authorised, encouraged, supported, facilitated or otherwise caused by you, any sub-contractor or supplier of yours or any respective directors or other officer's employees, non-employed workers, Contractor s, advisers, agents or representatives of the same:
- a. death or personal injury of any person;
 - b. property damage of any kind;
 - c. infringement of any person's or entity's rights of any kind;
 - d. non-compliance with CDM Regulations, Statutory Requirements or the law;
 - e. wilful abandonment of your obligations when not entitled to do so, wilful misconduct, criminal conduct, recklessness, or gross negligence of any kind;



- f. non-compliance with any clause 2.7, clause 8.5, clause 9, clause 10, clause 11 or clause 16 of this agreement
 - g. non-compliance with any reasonably significant or otherwise important aspect of this Appointment not covered by the above; or
 - h. any combination of any of the above.
- 5.9 Your liability under or in connection with this Appointment shall be limited to £10 million for each and every claim (except for claims under or concerning clause 5.8a to clause 5.8f (inclusive)). This limit shall apply however that liability arises, including a liability arising by breach of contract, arising by tort or arising by breach of statutory duty.
- 5.10 Our aggregate liability under or in connection with this Appointment shall be limited to the fee as required to be paid under clause 8 below. This limit shall apply however that liability arises, including a liability arising by breach of contract, arising by tort or arising by breach of statutory duty. However, excluded from such limit, is any late payment interest due and payable on overdue undisputed amounts under the Appointment's terms.

6 Prohibited materials

You must not specify for use, and not to approve the use in the Project, any materials:

- (a) which by their nature or application contravene any Statutory Requirements or other laws, British Standard or Code of Practice, good building practice, or any applicable agreement certificate issued by the British Board of Agreement (BBA) or any successor body,
- (b) are identified as deleterious, unsatisfactory or unsuitable or do not comply with or are not in accordance with the guidelines contained in the edition of the publication 'Good Practice in the Selection of Construction Materials' published by the British Council of Offices and the BRE Digest current at the date of specification, approval, authorisation for use or use;
- (c) are generally accepted or generally known or suspected in the construction industry to be deleterious or pose a threat to health and safety or to the structural stability, performance, physical integrity or durability of buildings and/or structures and/or finishes and/or plant and machinery in the particular circumstances in which they are specified, approved or authorised for use;
- (d) are otherwise not fit for purpose or of satisfactory quality;
- (e) are not reasonably required for the Project in terms of type, style, size, quantity or otherwise; or



(e) to which any combination of any of the above applies.

7 Project leader

You are to appoint the person named as project leader in **Schedule 2** to take responsibility for the overall management, supervision and co-ordination of the performance of your services. The project leader is not to be replaced save with our consent or save for unavoidable necessity, and any replacement is to be subject to our prior approval.

8 Remuneration

- 8.1 This is all to be provided within a budget of £1,050,000 +VAT with a 5% contingency. It will also require the successful tenderer to liaise with our IT provider to include the IT / Network infrastructure in any first fix works.
- 8.2 The Contractor shall maintain full and accurate accounts for the Service against the expenditure headings in a table detailing the total expenditure of the project. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts
- 8.3 The Contractor shall permit duly authorised staff or agents of the School or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the account if required. The School reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the School's resources in the performance of this Contract.
- 8.4 Invoices shall be sent, to TEAM Education Trust, C/O Stubbin Wood School, Common Lane Shirebrook, Notts NG20 8QF or email : Finance finance@teameducation.org quoting the Contract reference / PO number. The School undertakes to pay correctly submitted invoices within 30 days of receipt. The School shall not be responsible for any delay in payment caused by incomplete or illegible invoices.
- 8.5 Your fee and the instalments in which such fee is to be payable are specified in schedule **Schedule 2**. however, no fee under clause 8 or otherwise is chargeable, or due or payable, for Services not provided at all and/or for Services not provided in accordance with the Appointment.
- 8.6 If for any reason we do not proceed with the Project, or if your employment is terminated or suspended by us other than for your breach, insolvency or dissolution, you will be entitled (in addition to any fee in instalments which are then due in full) to a fair and reasonable proportion of any fee instalments in respect of which your services are part-performed at the date of termination.

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8.7 The School shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Service specified as in Schedule 1.

8.8 In this clause, the following definitions shall apply:

HMRC means HM Revenue & Customs;

Order means the Value Added Tax (Section 55A) (Specified Services and Excepted Supplies) Order 2019 (SI 2019 No. 892);

Reverse Charge means, in relation to a supply, that under section 55A(6) of the Value Added Tax Act 1994 it is for the recipient, on the supplier's behalf, to account for and pay VAT on the supply and not for the supplier; and

Supply means a supply made for VAT purposes under or in connection with this agreement by the Contractor and Supplies shall be construed accordingly.

Tax Point means the time of supply for VAT purposes as defined in Regulation 93 of Part XI of the VAT Regulations 1995.

In respect of the Supplies made with a Tax Point, for VAT purposes, before 1 March 2021, the provisions of sub-clause (d) shall not apply.

- a. The parties agree and confirm that the procedure for the payment of VAT (if any) by either party to the other shall be governed entirely and exclusively by the provisions of this clause 8.4 notwithstanding any other provision of this Appointment.
- b. Any consideration (whether monetary consideration or non-monetary consideration) paid or provided under or in connection with this agreement is to be treated as exclusive of any VAT. If the person making the supply (or the representative member of the VAT group of which it is a member) is required to account for VAT on any supply, the recipient of the supply shall pay (in addition to paying or providing any other consideration) an amount equal to the amount of that VAT upon the later of:
 - (i) the time for payment or provision of the consideration; and
 - (ii) the receipt by the recipient of the supply of a VAT invoice in respect of that VAT.
- c. We confirm that the requirements specified in article (8)(1)(b) of the Order will be satisfied in respect of any Supply and the parties consider that the Reverse Charge will not apply to the Supplies so that it is for you to account for and pay VAT to HMRC.
- d. Where you have accounted for VAT on Supplies (on the understanding that the Reverse Charge did not apply) but HMRC notifies us in writing that:



- (i) the Reverse Charge did apply in respect of those Supplies, and
- (ii) notwithstanding that you have accounted for VAT to HMRC in respect of those Supplies, we have to account for VAT under the Reverse Charge on those Supplies,

we shall provide you with written notification of HMRC's decision that the supply should have been treated as subject to the reverse charge. Any amount of overcharged VAT shall be refunded by you to us within [28] days following repayment to you of the overcharged VAT by HMRC (either via a correction in the VAT return or via a voluntary disclosure).

- 8.9 If we request that you undertake any additional services, or if by reason of any design changes requested by us or any other circumstances beyond your control you are required to undertake significant extra work, then provided you notify us in writing before undertaking such work or additional services that you may require an additional fee, an additional fee will be payable. Such additional fee shall be agreed in advance of you commencing the work, and agreement shall be in writing between the parties. If the parties cannot agree the additional fee, you shall not carry out any additional services and there shall be no cost to us (and we will not pay you for the relevant additional services).
- 8.10 Except where expressly stated to the contrary in this agreement, the fee in schedule 2 shall be inclusive payment for the services and all other matters relating to this agreement (including all costs, disbursements, expenses and overheads of every kind incurred by the Contractor in connection therewith) other than VAT.
- 8.11 If the amount of any fees or disbursements becoming due hereunder is wrongfully withheld after the relevant final date for payment, such amount shall bear simple interest at the rate of 3% over Bank of England base rate for the time being, from the final date for payment to and including the date on which such amount is paid or discharged.

9 Professional indemnity insurance

- 9.1 You warrant that you have professional indemnity insurance covering your liabilities for negligence under this Appointment conforming to the relevant requirements specified in schedule **Schedule 2**. You are to maintain such insurance at all times until 12 years after the practical completion of the Project (or, if sooner, until 12 years after the completion or termination of your services), provided such insurance is available on commercially reasonable terms having regard (inter alia) to premiums required and the policy terms obtainable.
- 9.2 If for any period such insurance is not obtainable on commercially reasonable terms, you are to inform us forthwith and are to obtain in respect of that period such reduced cover (if any) as is available and as would be fair and reasonable in the circumstances for you to obtain.



- 9.3 When reasonably requested by us you are to provide documentary evidence that the insurance required under this Appointment is being maintained.

10 Collateral warranties

- 10.1 You are to provide promptly on first written demand, as we may at any time or times require, a deed or deeds of warranty respecting your duties hereunder or the duties of any other supply Chain Person (as defined in clause 2.7) in favour of a school trust, a governing body, a local authority, a diocese or any other third party as we may direct in terms of the draft contained in schedule 4.

11 Documents

- 11.1 You hereby grant us an irrevocable, royalty free, non-exclusive licence to use and reproduce all drawings, calculations, specifications and/or other documents produced by you pursuant to this Appointment and any designs contained in them (**Documents**) for any purpose connected with the Project (other than by the reproduction of any such designs in any extension to the Project), and to grant sub-licences in the terms of this licence, but copyright in the Documents shall remain vested in yourselves. You shall not be liable to any person for the use of any of the Documents for any purpose other than those for which you produced them.
- 11.2 You agree to waive any right to be identified as author of the Documents in accordance with section 77, Copyright Designs and Patents Act 1988 and any right not to have the Documents subjected to derogatory treatment in accordance with section 80 of that Act as against us or any licensee or assignee of ours.
- 11.3 The fee specified in schedule 1. is inclusive of the cost of supplying us with copies of the Documents up to the number of copies specified in schedule 2. You are to supply us with any additional copies of the Documents we may request (whether before or after the termination or conclusion of this Appointment), for which we shall pay your reasonable reproduction costs.
- 11.4 You warrant that the use of the Documents for the purposes of the Project will not infringe the rights of any third party.
- 11.5 We may assign, novate or otherwise transfer his rights and obligations under the licence granted pursuant to clause 11.1 to a Crown Body or to anybody (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by us.
- 11.6 After the termination or conclusion of your employment hereunder, you shall supply us with copies and/or computer discs of such of the Documents as we may from time-to-time request, and we shall pay your reasonable costs for producing such copies or discs.

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- 11.7 In carrying out the services you shall not infringe any Intellectual Property Rights of any third party. You shall indemnify us against claims, proceedings, compensation and costs arising from an infringement or alleged infringement of the Intellectual Property Rights of any third party.

Intellectual Property Rights means:

- a. copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trademarks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in confidential information;
- b. applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction;
- c. all other rights having equivalent or similar effect in any country or jurisdiction; and
- d. all or any goodwill relating or attached thereto.

12 Assignment and sub-letting

- 12.1 We shall be entitled to assign the benefit of this Appointment by absolute assignment to any third party without your consent.
- 12.2 We shall notify you of any assignment in writing within ten (10) Business Days specifying the name and address of the assignee and the date of the assignment. If we fail to do this, the assignment shall still be valid.
- 12.3 We shall be entitled to charge this Appointment and/or to assign it by way of security and it may be reassigned back to us upon redemption.
- 12.4 You shall not be entitled to assign this Appointment.
- 12.5 You may not delegate or sub-let the whole or any part of your duties without our written consent.

Business Day means any day which is not a Saturday, a Sunday or a Public Holiday

13 Suspension

- 13.1 We shall be entitled to suspend your services by written notice. If a suspension lasts more than 6 months, you may make a written request for your services to be resumed, and if no instructions to resume are given within 28 days after your request, your employment hereunder shall then terminate.
- 13.2 If we fail to make a payment to you by the final date for payment in relation to an agreed fee invoice and we have not served a Pay Less Notice (in accordance with the provisions of



Schedule 3) in relation to such payment you shall be entitled to serve a written notice advising that payment has not been made and that unless payment is made within 7 days of service of your notice you may suspend any or all of your services. You will be entitled to be paid a reasonable amount in respect of costs and expenses reasonably incurred as a result of exercising your rights of suspension pursuant to this clause 13.2.

14 Termination and remedies

- 14.1 We shall be entitled at any time by service of written notice to terminate your employment under this Appointment. Termination shall not determine the operation of any provisions hereof which remain capable of operation after termination.
- 14.2 If we are materially in breach of our obligations under this Appointment in any respect that would reasonably justify your terminating your employment hereunder, you may serve 28 days' written notice of your intention to terminate, stating the grounds for termination, and if in such 28 day period we fail to rectify our breach, you may at the expiry of that period serve further written notice terminating your employment hereunder with immediate effect.
- 14.3 Without prejudice to our rights and remedies pursuant to any other clause of this agreement or law, if you are Insolvent or in material or persistent breach of this agreement, you shall be liable to us for all properly mitigated costs and losses that we incur or suffer as a consequence of that breach and we shall be entitled to set off such costs and losses against any sum due or becoming due to you under this agreement or under any other agreement between the parties.

Insolvent means:

- a. if a company:
- i. when it enters administration within the meaning of Schedule B1 to the Insolvency Act 1986;
 - ii. on the appointment of an administrative receiver or a receiver or manager of its property under Chapter I of Part III of that Act, or the appointment of a receiver under Chapter II of that Part;
 - iii. on the passing of a resolution for voluntary winding-up without a declaration of solvency under section 89 of that Act; or
 - iv. on the making of a winding-up order under Part IV or V of that Act;
- b. if a partnership:
- i. on the making of a winding-up order against it under any provision of the Insolvency Act 1986 as applied by an order under section 420 of that Act; or

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- ii. when sequestration is awarded on the estate of the partnership under section 12 of the Bankruptcy (Scotland) Act 1985, or the partnership grants a trust deed for its creditors;
- c. if an individual:
 - i. on the making of a bankruptcy order against him under Part IX of the Insolvency Act 1986; or
 - ii. on the sequestration of his estate under the Bankruptcy (Scotland) Act 1985 or when he grants a trust deed for his creditors;
- d. if:
 - i. it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors (excluding a scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction);
 - ii. (in the case of a partnership) each partner is the subject of an individual arrangement or any other event or proceedings referred to in this definition; or
 - iii. it applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986.

15 Confidentiality

Save as may be necessary for the performance of your services hereunder, or as required by law or for the seeking of legal or professional advice, or as we may allow in writing, you are to treat as confidential all information relating to this Appointment and to the Project, and are to take all reasonable steps to see that your employees are bound by and adhere to the same duty of confidentiality.

16 Construction Act 1996

Schedule 3, shall have effect for the purpose of implementing the provisions of part II, Housing Grants, Construction and Regeneration Act 1996 (Construction Act 1996 as amended by Part 8 of the Local Democracy, Economic Development and Construction Act 2009).

17 Counterparts and Remote Execution

- 17.1 This Appointment may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Appointment, but all the counterparts shall together constitute the same agreement.



17.2 Without prejudice to the validity of this Appointment, each party shall provide the other with the original of such counterpart as soon as reasonably practicable thereafter.

17.3 Each party agrees that this Appointment may be signed by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of its intention to be bound by this Appointment as if signed by each party's manuscript signature.

17.4 Notwithstanding that this Appointment may be signed underhand, the parties hereby agree that the limitation period under this agreement shall be twelve (12) years from the date on which the cause of action accrued. For the avoidance of doubt, section 5 of the Limitation Act 1980 does not apply to this agreement.

18 Contracts (Rights of Third Parties) Act 1999

This Appointment is not intended to confer any rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

19 Governing law and interpretation

This Appointment and any non-contractual obligation arising out of or in connection with this Appointment shall be governed by and construed in all respects in accordance with the laws of England and Wales. The English courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Appointment.

20 Minimising Disruption to the Provision of Educational Services

20.1 Insofar as the carrying out of the services affects or may affect the provision of Educational Services at Newman School, you shall procure that (subject to the terms of this Appointment) the services are carried out:

- a. so as to minimise any disruption to the provision of Educational Services; and
- b. so as to ensure that no disruption is caused during the carrying out of examinations at the School during any Examination Period.

20.2 **Educational Services** means the provision of teaching and pastoral support for school age children, the provision of careers advice, liaison with parents and guardians of pupils and the carrying on of extra-curricular activities for pupils and the use of educational accommodation by the local community.

20.3 **Examination Period** means the external examination periods for the school published for each Academic Year and notified by us to you.



21 Disclosure and Barring

Barred Lists means the barred lists provided for under the Safeguarding Vulnerable Groups Act 2006 (as may be amended or re-enacted from time to time)

CBO means a minimal behaviour order as defined in the Anti-Social Behaviour Crime and Policing Act 2014

Conviction means other than in relation to any minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding overs (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order)

Disclosure and Barring Scheme means the disclosure and barring scheme operated by the Disclosure and Barring Service

Disclosure and Barring Service means the non-departmental public body established pursuant to the Protection of Freedoms Act 2012

Enhanced with Lists Check means the check carried out by the Disclosure and Barring Service that also includes a check of the Barred Lists

Sensitive Works means the carrying out of any part of the services in or on any part or parts of the Sites which may allow direct access to premises occupied or used, or likely to be occupied or used, during the course of the services by pupils attending the School;

- 21.1 You shall procure that in respect of all potential staff or persons (including sub-contractors of any tier) who will be carrying out any Sensitive Works (each a “**Named Employee**”) before a Named Employee begins to attend the Site to perform any Sensitive Works:
- a. each Named Employee is questioned as to whether they have any Convictions or CBOs;
 - b. the results of an Enhanced with Lists Check is obtained from the Disclosure and Barring Service in respect of each Named Employee;
 - c. to the extent permitted by law you shall send us a copy of the results of such checks.
- 21.2 You shall procure that no person who appears on a Barred List following the results of the Enhanced with Lists Check shall be employed or engaged in the performance of the Sensitive Works.
- 21.3 You shall procure that no person who discloses any Convictions or CBOs, or who is found to have any Convictions following the results of the Enhanced with Lists Check is employed or engaged in carrying out any part of any Sensitive Works without our prior written consent.

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- 21.4 Insofar as permitted by law, you shall procure that we are kept advised at all times of any member of staff or employee engaged in the provision of the Sensitive Works:
- a. who subsequent to their commencement of employment as a member of staff receives a Conviction or CBO which becomes known to you or whose previous Convictions or CBO become known to you; or
 - b. in respect of whom information is referred to the Disclosure and Barring Service pursuant to the Disclosure and Barring Service (as appropriate); or
 - c. whom the Disclosure and Barring Service is “minded to bar” or who is placed on a Barred List pursuant to the Disclosure and Barring Scheme which becomes known to you.
- 21.5 In the event that any member of your staff is added to a Barred List, you shall procure that such member of staff is removed from the Sites and shall cease to be engaged in the Sensitive Works.
- 21.6 Save to the extent prescribed otherwise pursuant to the Disclosure and Barring Service, this clause 21 shall not apply to those individuals who shall be required by you to attend on any of the Sites to provide emergency reactive services. In the case of such individuals, you shall ensure that such individuals are accompanied at all times while on the Sites by a member of your staff who has been properly employed or engaged in accordance with this clause.

Conduct of Staff and Security Arrangements

- 21.7 Whilst engaged at the Site you shall and shall procure that your staff comply with any of our policies relating to the conduct of staff and security arrangements.
- 21.8 We (acting reasonably) may:
- a. instruct you that disciplinary action is taken against any of your employees (in accordance with the terms and conditions of employment of the employee concerned) where such employee misconducts themselves or is incompetent or negligent in their duties (in which case we shall co-operate with any disciplinary proceedings and shall be advised in writing of the outcome); or
 - b. where we have reasonable grounds for considering that the presence or conduct of an employee at any location relevant to the performance of the services is undesirable, require the exclusion of the relevant employee from the relevant location(s).

Refusal of Admission

- 21.9 We reserve the right to refuse to admit to the Site any person employed or engaged by you, whose admission would, in our opinion, present a risk to themselves or any pupil or property,

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and shall not be obliged to give any reasons for such refusal. Our decision as to whether any person is to be refused admission to the Site shall be final and conclusive.

Removal from Sites

21.10 You shall comply with and/or procure compliance with any notice issued by us from time to time requiring the removal from the Site of any person employed thereon who in our opinion acting reasonably is not acceptable on the grounds of risk to themselves or any pupil or property and that such persons shall not be employed again in connection with the services without our written consent.

22 Notices

22.1 Any notice to be given under this agreement shall be in writing and shall be deemed to have been given if:

- a. delivered personally to a person in authority;
- b. sent by email to a person in authority; or
- c. sent by first class recorded delivery post.

22.2 The addresses for service are as follows:-

the Client: TEAM Education Trust, Stubbin Wood School, Common Lane, Shirebrook, Mansfield, Nottinghamshire, NG20 8QF, Email: c.peach@teameducation.org

the Contractor: XXXX Email: XXXX

or such other address or number for service as the party to be served may have previously notified in writing to the other party.

22.3 A notice shall be deemed to have been served at the time of delivery if personally delivered, if sent by email, at the time of transmission and if posted, at the expiration of 48 hours after the envelope containing the notice was delivered into the custody of the postal authorities, unless the contrary can be proved.

Clause headings do not form part of or affect the interpretation of this Appointment.

By signing below, the Contractor confirms that this Appointment is irrevocably and unconditionally released to the Client for completion.

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Signature Page to Appointment

This Appointment has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by
[]
by the signature of two authorised
signatories

)
) authorised signatory
)
) Print name

.....
authorised signatory

.....
Print name

Executed as a deed by
[]
by the signature of a director and
the secretary or of two directors
of the company

)
) director
)
) Print name

.....
director/secretary

.....
Print name



Schedule 1

Services

Scope of Works

Project: Stubbin Wood Primary Build – Burlington Avenue

Client: TEAM Education Trust

Location: Land Adjacent Stubbin Wood Nursery, Burlington Avenue, Langwith Junction, Nottinghamshire, NG20 9AD

Contractor: Uniti Scaffolding Ltd

Tender Value: £1,050,000 + VAT

Duration: 3 months (+1 month optional extension)

1. Executive Summary

The works involve the construction and fit-out of a new single-storey specialist primary school to accommodate 60 pupils. This includes associated external works, drainage, foundation construction, internal finishes, M&E services, and fire safety compliance. All works are to be carried out to strict safeguarding, environmental and educational standards.

2. General Responsibilities

- Site management, coordination, and supervision of works
- Weekly progress meetings and reporting with project stakeholders
- **Weekly contractor meetings to be held with the customer (TEAM Education Trust)**
- Health and safety management under CDM Regulations 2015
- Compliance with Building Regulations, Fire Safety Order 2005, and Control of Asbestos Regulations 2012
- Change management, risk and issue logging
- Management of design development where applicable

3. Groundworks and Drainage

- Formation of strip and pad foundations as per CDS Consulting drawings (Ref: 2025-10734-01)
- Installation of all below-ground drainage in line with Proposed Drainage Layout (Drawing Ref: 2025-10734-5001-P02)
- Sewer connections in accordance with Severn Trent Water and site-specific Sewer Invert Levels (Ref: Sewer Inverts.pdf)
- External levels and access in accordance with approved site levels and Topographical Survey (Ref: 7556_Rev0-A1)

4. Substructure and Superstructure

- Concrete floor slab with insulation and screed as per section detail (Proposed Section A-A)
- Timber frame structure supplied and installed by specialist, including:
 - OSB boarding
 - PIR insulation and vapour control layers
 - Acoustic plasterboard linings
- External finishes to include:
 - Marley Weatherboarding
 - Brick slip cladding
 - Rockpanel canopy detailing (RAL 130 80 10)

5. Internal Construction and Fit-Out



- Internal partition walls: timber stud with OSB and plasterboard
- Doors and windows as per INCO Schedule (Ref: INCO-24-108-(31)-001)
- Installation of all ironmongery, vision panels, kick plates and FD30 fire doors
- Floor finishes:
 - Polysafe Apex 55 and Hydro Evolve vinyl flooring
 - Expona Flow PUR and Forest FX in specified rooms
 - Entrance matting and carpet tiles (Anthracite Grey)
- Wall finishes:
 - White matt paint
 - Polyflor wall cladding and acrylic splashbacks in wet areas

6. M&E and Specialist Services

- Mechanical and electrical installations including:
 - Lighting, heating, ventilation, data and power
 - Fire alarm system to BS 5839 L1
 - Emergency lighting to BS 5266-1
- IT provision to be coordinated for first fix stage
- Plumbing and sanitary installations to Staff WCs and Accessible Changing Room
- All services to comply with statutory utility drawings (Electric, Gas, Water, Virgin Media)

7. External Works

- New footpaths and walkways, including level thresholds to all exits
- Hard landscaping and tarmac to specified areas
- Installation of fencing, gates, and play areas
- Formation of new car park and drop-off zone (10 parking spaces)
- External drainage, gullies and soakaways as per Sewers.pdf and Topo Survey

8. Fire Strategy Implementation

- Fire doors and signage in line with Fire Strategy Layout (INCO-24-108-(04)-001)
- Emergency lighting, escape signage, alarm call points, and smoke/heat detectors
- Intumescent strips and seals to all fire doors
- Firefighting access maintained as per layout (including 45m hose reach)

9. Safeguarding and Compliance

- Enhanced DBS clearance for all site workers
- Adherence to safeguarding requirements during site occupation
- Careful planning of site works to avoid disruption to surrounding education facilities

10. Commissioning & Handover

- Testing and commissioning of all systems
- Compilation of O&M manuals, warranties, certificates
- Final snagging and defect rectification
- Building to be ready for occupation by 8th September 2025

11. Commercial Terms

- **Retention:** 5% to be deducted from each payment. 2.5% to be released on practical completion, and the remaining 2.5% at the end of the 12-month defects liability period.
 - **Liquidated and Ascertained Damages (LADs):** To be confirmed. No specific rate provided within tender documents; to be agreed prior to contract execution.
-

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12. Contractual Framework and Dispute Resolution

- This Scope of Works is submitted on the assumption that, where TEAM Education Trust's terms and conditions are silent or ambiguous, the relevant provisions of the **JCT Minor Works Building Contract (latest edition)** shall apply.
- In the event of any dispute arising between the parties that cannot be resolved amicably, both parties agree to engage in mediation in accordance with the **RICS Alternative Dispute Resolution procedures**, prior to any formal legal proceedings.

Supporting Documents Referenced:

- Drainage Layout: 2025-10734-5001-P02
- Foundation Details: 2025-10734-01
- Finishes Layout: INCO-24-108-(40)-001
- Fire Strategy: INCO-24-108-(04)-001
- General Arrangement: INCO-24-108-(22)-001
- Door & Window Schedule: INCO-24-108-(31)-001
- Section A-A: INCO-24-108-(25)-001
- Proposed Elevations: INCO-24-108-(22)-002
- Utility & Topo Survey: 7556_Rev0-A1
- Severn Trent Sewer Plans: Sewers.pdf, Sewer Inverts.pdf
- Statutory Utility Plans: Electric.pdf, Gas 1/2/Overview.pdf, Water.pdf, Virgin.pdf
- U-Value & Condensation Report: 0530891 (Flat Roof)

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Schedule 2

Project data

Clause 7: []

(Project leader)

- Clause 8:** (Remuneration)
- (a) A lump sum, inclusive of expenses and disbursements and exclusive of VAT of £[]
 - (b) The fee may be invoiced [in the following instalments] [on conclusion of the services]

Clause 9: (Professional indemnity insurance) Limit of indemnity: not less than £10,000,000.00 for any one claim and unlimited in the period of insurance but subject to separate aggregate limits of indemnity for all claims in the period relating to pollution or contamination, date recognition and asbestos (limited to £1,000,000).

Clause 11: (Documents)

Number of copies to be supplied without additional charge:

hard copies: [2]

CD/USB format: [1]



Schedule 3

Construction Act 1996

1 General

- 1.1 References in this schedule to a section of the Act are references to such section of the Construction Act 1996.
- 1.2 References in this schedule to a paragraph are references to such paragraph of this schedule.

2 Payment

- 2.1 For the purposes of section 110 (1) of the Act the final date for payment of any sum becoming due under this Appointment shall be 21 days after such sum becomes due for payment.
- 2.2 Each party hereto from whom a payment becomes due hereunder shall give notice to the other party not later than 5 days after the date on which the payment becomes due, or would have become due (the **Due Date**) if:

- (a) the other party had carried out his obligations under this Appointment; and
- (b) no set-off or abatement were permitted by reference to any sum claimed to be due under one or more other contracts,

stating the amount (if any) of the payment either party considers to be or to have been due at the Due Date and the basis on which that amount is calculated (the Notified Sum). It is immaterial the Notified Sum may be zero. Subject to the issue of a Pay Less Notice issued pursuant to paragraph 2.3 the Notified Sum shall be paid by the final date for payment.

- 2.3 If a notice is not issued in accordance with paragraph 2.2 the payment to be made by the final date for payment shall, subject to any Pay Less Notice which may be issued in accordance with paragraph 2.4, be the amount considered to be due.

- 2.4 Neither party hereto may withhold payment after the final date for payment of a sum due hereunder unless he has given an effective notice of intention to withhold payment (a **Pay Less Notice**), provided that any Pay Less Notice shall set out:

- (a) the payment either party considers to be due when the Pay Less Notice is served; and;
- (b) the basis on which the payment is calculated;

and must be given not later than 5 days before the final date for payment ascertained in accordance with paragraph 2.1.



3 Adjudication

Any adjudication under the Construction Act 1996 shall be governed by the Construction Industry Council model adjudication procedure, 4th Edition (**CIC Rules**), subject to the following:

- (a) the adjudicator shall have power to determine more than one dispute at the same time and (if required to do so by the respondent to any reference) shall determine any matter in the nature of set-off, abatement or counterclaim at the same time as he determines any dispute referred to him;
- (b) at the same time as he gives any decision, the adjudicator shall give reasons for the decision in writing; and
- (c) notwithstanding paragraphs 6 and 7 of the CIC Rules, the 4th Edition of the CIC Rules shall not be displaced by the issue of any subsequent edition.

4 Reckoning of time

For the purposes of this schedule, time shall be reckoned in accordance with section 116(1) of the Act.

Schedule 4

Draft collateral warranty

PROJECT DATA

Date of this Deed	XX May 2025
Contractor	XXXX
Contractor	◆ [(No. ◆), registered office] [of] ◆.
Beneficiary	TEAM Education Trust, Stubbin Wood School, Common Lane, Shirebrook, Mansfield, Nottinghamshire, NG20 8QF
Contractor 's profession	[architects] [civil & structural engineers] [mechanical & electrical services engineers] [quantity surveyors] [◆]
Project	Project: XXXX
Site	XXXX
Date of Appointment	◆
Contractor	◆
Date of Construction Contract	◆
Beneficiary's interest	[Mortgagee] [Purchaser of [◆ forming part of] the Project] [Tenant of [◆ forming part of] the Project]

Clause 2: (Professional indemnity insurance)	(a) Limit of indemnity: not less than £10,000,000 for any claim or claims arising out of each originating cause, provided that such limit of indemnity may be in the aggregate for each year of insurance in respect of claims for pollution, contamination and date recognition. (b) Excess: not exceeding £1,000
---	---

[Partners of the Contractor]

Parties

- (1) The Contractor
- (2) The Beneficiary
- (3) [The Developer]

Whereas

- (A) The Developer and the Contractor have entered into an appointment (**Appointment**) under which the Contractor has agreed to perform certain services (**Services**) and to perform certain other obligations in connection with the Project (which expression includes the Site and the works (**Works**) constructed or to be constructed on or adjacent to the Site or either of them as the case requires).
- (B) The Developer and the Contractor have entered into a construction contract (**Construction Contract**) for the construction of the Works.

It is agreed in consideration of the sum of £1.00 paid by the Beneficiary, receipt of which the Contractor acknowledges, as follows:

1 Duty of care

The Contractor warrants to the Beneficiary that it has performed and/or subject to the terms of the Appointment shall perform the Services and its other obligations under the Appointment, and that in doing so it has used and/or shall use all the professional skill and care and diligence reasonably to be expected of suitably qualified and experienced Contractor s undertaking duties similar to the Services in relation to projects similar to the Project.

2 Professional indemnity insurance

- 2.1 The Contractor warrants to the Beneficiary that there is in force a policy of professional indemnity insurance covering the liabilities of the Contractor for negligence under the Appointment and this Deed, conforming to the relevant requirements specified in the Project Data. The Contractor agrees to maintain such insurance at all times until 12 years after the practical completion of the Project under the Construction Contract (or if sooner until 12 years after the termination of its employment under the Appointment), provided such insurance is available on commercially reasonable terms having regard (inter alia) to premiums required and policy terms obtainable.
- 2.2 If for any period such insurance is not available on commercially reasonable terms, the Contractor shall forthwith inform the Beneficiary, and shall obtain in respect of such period such reduced level of professional indemnity insurance as is available and as would be fair and reasonable in the circumstances for the Contractor to obtain.
- 2.3 Whenever reasonably required to do so by the Beneficiary, the Contractor shall provide to the Beneficiary documentary evidence that the insurance required under this Deed is being maintained.

3 Substitution provisions

- 3.1 The Contractor shall not:

- (a) terminate its employment;
- (b) treat its employment as having been terminated; or
- (c) suspend the performance of the Services,

under the Appointment (**Discontinue**) without giving the Beneficiary not less than 28 days' notice of the Contractor's intention to Discontinue, specifying the grounds for the discontinuance.

3.2 If the Beneficiary gives the Contractor notice requiring it to accept the instructions of the Beneficiary or its appointee under the Appointment, to the exclusion of the Developer (**Step-in Notice**), the Contractor :

- (a) shall not Discontinue; and
- (b) shall comply with the Step-in Notice.

3.3 A Step-in Notice may be served, whether or not the Contractor has previously served notice under clause 3.1, but not after the notice period under clause 3.1 has expired.

3.4 As against the Developer and the Beneficiary the Contractor shall be entitled and obliged to rely upon and to comply with any Step-in Notice and shall not make any enquiry into the entitlement of the Beneficiary as against the Developer to serve the Step-in Notice.

3.5 As from the date of service of a Step-in Notice (**Step-in Date**), the Beneficiary or its appointee shall assume all the rights and perform all the obligations of the Developer under the Appointment, provided that this shall not affect or derogate from any right of action the Developer may have against the Contractor in respect of any breach of duty of the Contractor under or in connection with the Appointment happening before the Step-in Date.

3.6 Within 21 days after the Step-in Date, the Beneficiary shall pay to the Contractor an amount equal to the fees and disbursements then owing to the Contractor under the Appointment.

3.7 Service of a Step-in Notice does not affect the right of the Contractor to Discontinue on account of any breach of duty of the Beneficiary or its appointee after the Step-in Date.

3.8 If the employment of the Contractor under the Appointment is terminated before service of any Step-in Notice, then if required to do so by notice served by the Beneficiary not later than 12 weeks after the date of such termination, the Contractor shall enter into a new agreement with the Beneficiary or its appointee on the same terms as the Appointment but with such revisions as the Beneficiary shall reasonably require to reflect altered circumstances. On the execution of such a new agreement, the Beneficiary shall pay to the Contractor an amount equal to the fees and disbursements (excluding cancellation fees) then owing to the Contractor under the Appointment.

3.9 The Beneficiary guarantees to the Contractor the performance of the obligations of any appointee of the Beneficiary nominated under clause 3.2 or 3.8.

3.10 If, before the service of any Step-in Notice under this Deed, any other person exercises any similar right to step into the Appointment to the exclusion of the Developer, in accordance with any other agreement entered into pursuant to any term of the Appointment, this clause 3 shall cease to have effect.

3.11 The Contractor agrees to the provisions of this clause 3.]

4 Deeds of warranty

- 4.1 The Contractor shall, as the Beneficiary may at any time or times require, promptly execute and deliver a deed or deeds of warranty in favour of Purchasers and/or Tenants, in the terms of this Deed, mutatis mutandis, but excluding the terms of [clause 3 (Substitution provisions) and of] this clause 4.
- 4.2 If the Contractor fails to execute and deliver any deed pursuant to clause 4.1 within 7 days of the Beneficiary's request, the Beneficiary may execute such deed on behalf of the Contractor and the Contractor hereby appoints the Beneficiary its attorney for the purpose of executing any such deed. The Contractor agrees to ratify and confirm any act done by the Beneficiary pursuant to this power of attorney and agrees that this power is irrevocable pursuant to section 4 of the Powers of Attorney Act 1971.]

5 Assignment

- 5.1 The Beneficiary may assign all of its rights under this Deed:
- (a) to any Mortgagee and by way of re-assignment on redemption; and
 - (b) by absolute assignment to any Group Company of the Beneficiary; and
 - (c) by absolute assignment on two other occasions only.
- 5.2 If the interest of the Beneficiary in the Project is as trustee, it may also assign its rights under this Deed to another trustee of the same trust.
- 5.3 In this Deed references to the Beneficiary include where the context admits its permitted assignees, but not so as to permit more than two assignments under clause 5.1(c).

6 Copyright

- 6.1 The Contractor grants to the Beneficiary an irrevocable, non-exclusive royalty-free licence to use and reproduce any drawings, calculations, specifications and/or other documents produced by the Contractor under the Appointment and any designs contained in them (**Documents**) for any purpose connected with the Project (other than by the reproduction of any such designs in any extension to the Project) and to grant sub-licences in the terms of this licence, but copyright in the Documents shall remain vested in the Contractor .
- 6.2 The Contractor will not be liable for any use of the Documents for any purposes other than those for which they are or were produced.
- 6.3 The Beneficiary shall on written request and upon paying a reasonable copying charge, be entitled to be supplied by the Contractor with full and proper copies of the Documents.
- 6.4 The Contractor warrants to the Beneficiary that the use of the Documents for the purposes of the Project will not infringe the rights of any third person.
- 6.5 The Contractor agrees to waive any right to be identified as author of the Documents in accordance with section 77, Copyright Designs and Patents Act 1988 and any right not to have the Documents subjected to derogatory treatment in accordance with section 80 of that Act as against the Beneficiary or any licensee or assignee of the Beneficiary.

7 Extraneous rights

- 7.1 This Deed shall not negate or diminish any duty or liability otherwise owed by the

Contractor to the Beneficiary.

- 7.2 No approval or inspection of the Project or of any designs or specifications and no testing of any work or materials by or on behalf of the Beneficiary and no omission to inspect or test shall negate or diminish any duty or liability of the Contractor arising under this Deed.

8 Defences and exclusions

- 8.1 In any claim under this Deed for breach of clause 1 (Duty of care) there shall be available to the Contractor any defence that:

- (a) arises from or in connection with the Appointment; and
- (b) would have been available if the claim had been brought by the Developer under the Appointment,

excluding any set-off or counterclaim available against the Developer.

- 8.2 The Contractor shall not be entitled to rely under this Deed upon any set-off or counterclaim available against the Developer, that does not arise from or in connection with the Appointment.

- 8.3 [The exclusion of set-off or counterclaim effected by clause 8.1 shall not apply if the Beneficiary has served a Step-in Notice under clause 3 (Substitution provisions).

9 Contracts (Rights of Third Parties) Act 1999

This Deed is not intended to confer any rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

10 Expiry of warranty

No proceedings shall be commenced against the Contractor under this Deed more than 12 years after the practical completion of the Project under the Construction Contract (or, if earlier, more than 12 years after the employment of the Contractor under the Appointment is terminated).

11 Service of notice

Any notice to be served under this Deed must be in writing and must be served by hand or by recorded delivery, and in the case of a corporation must be served at its registered office for the time being. In any other case notice may be served at any address for the time being of the person to be served. Service shall take effect, if given by hand, on the date of delivery. If given by post, it shall take effect 2 days after posting, excluding Saturdays, Sundays and statutory holidays.

12 Counterparts and Remote Execution

- 12.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement.
- 12.2 Without prejudice to the validity of this Agreement, each of the Client and the Contractor shall provide the other with the original of such counterpart as soon as reasonably practicable

thereafter.

13 Governing law and interpretation

- 13.1 The law of this Deed is English law and the English courts shall have exclusive jurisdiction with regard to all matters arising under it.
- 13.2 The Project Data are part of this Deed and the definitions given in the Project Data and in the Recitals apply to this Deed.
- 13.3 In this Deed:

- (a) **Project** includes part of the Project;
- (b) **Group Company** means any subsidiary company or holding company of the Beneficiary, or another subsidiary or holding company of such company, as **subsidiary** and **holding company** are defined in s1159, Companies Act 2006, (as amended);
- (c) **Mortgagee** means a person having or acquiring a mortgage or charge over the Project or any part of it;
- (d) **person** includes a firm and any entity having legal capacity;
- (e) **Purchaser** means a person having or acquiring a freehold interest in the Project or any part of it, or a purchaser for a capital consideration of a leasehold interest;
- (f) **Tenant** means a person having or acquiring a leasehold interest in the Project or any part of it (other than a Purchaser).
- (g) any term importing gender shall include any gender;
- (h) any term importing the singular includes the plural and vice versa; and
- (i) any reference to any clause or schedule or appendix is a reference to such clause or schedule or appendix of or to this Deed.

13.4 Clause headings do not affect the interpretation of this Deed.

Executed and delivered as a deed:

Executed as a deed and delivered by)	...
[Full name of Partner])	Partner
in the presence of:)	...
)	Name

...

Witness

(In the case of a partnership all partners to execute in the above form)

[OR in the case of a company]

Executed as a deed and delivered by)	...
[the Contractor])	Director
acting by a director)	
in the presence of:)	...
)	Name

...

Witness

...

Name

[OR in the case of an LLP]

Executed as a deed and delivered by)	...
[the Contractor])	Member
acting by a member)	
in the presence of:)	...
)	Name

...

Witness

Executed as a deed and delivered by) TEAM Education Trust
[the Beneficiary])
acting by a director)
in the presence of:)
) Name

...

Witness

...

Name

Executed as a deed and delivered by)
[the Developer])
acting by a director)
in the presence of:) ...
) Name

...

Witness

...

Name]

DOCUMENT 4

DECLARATIONS AND INFORMATION TO BE PROVIDED BY THE TENDERER

Declarations

- 1(Name of tenderer) declares that we accept the Trust's standard terms and conditions included at Document 2 as the basis of the contract; and
- 2 declare that we have not communicated to any other party the amount or approximate amount of the tender price other than in confidence and for the express purpose of obtaining insurances or a bond in connection with this tender. The tender price has not been fixed nor adjusted in collusion with any third party, and
- 3 declare that the tender will remain valid until **(insert a date)** and that we are not entitled to claim from the Trust any costs or expenses incurred in preparing the tender or subsequent negotiations whether or not the tender is successful.

signed on behalf of the Tenderer

Undertaking

The Trust requires all tenderers to make full and frank disclosure to the Trust in the form of a signed undertaking in respect of any or all of the following:

- a) any state of bankruptcy, insolvency, compulsory winding up, administration, receivership composition with creditors or any analogous state of relevant proceedings;
- b) any convictions for a criminal offence committed by the tenderer (or being a company, by its officers or any representative of the company);
- c) any acts of grave misconduct committed by the tenderer (or being a company, by its officers or any representative of the company) in the course of their business or profession/the company's business;
- d) any failure by the tenderer (or being a company, by its officers or any representative of the company) to fulfil their obligations relating to payment of Social Security contributions; and
- e) any failure by the tenderer (or being a company, by its officers or any representative of the company) to fulfil their obligations relating to payment of taxes.

Document 5

Example scoring system for Award Stage

Evaluation scoring matrix

The following is an example of the type of scoring matrix that could be used for bids in the Award Stage.

0-5 scoring system:

Assessment	Score	Summary	Interpretation
Excellent	5	Very strong evidence of appropriate knowledge, skills or experience.	As well as addressing all, or the vast majority of, bullet points under each criteria heading, it will demonstrate a deep understanding of the project. All solutions offered are linked directly to project requirements and show how they will be delivered and the impact that they will have on other areas/stakeholders.
Good	4	Sufficient evidence provided of appropriate knowledge, skills or experience. Have confidence in their ability to deliver the required service	Will reflect that bidders will have addressed, in some detail, all or the majority of the bullet points listed under each criteria heading. Evidence will have been provided to show not only what will be provided but will give some detail of how this will be achieved. Bidders should make clear how their proposals relate directly to the aims of the project and be specific, rather than general, in the way proposed solutions will deliver the desired outcomes
Acceptable	3	Reasonable evidence of appropriate knowledge, skills or experience. Meets requirements in many areas but not all.	Will again address the majority of the bullet points under each criteria heading but will lack some clarity or detail in how the proposed solutions will be achieved. Evidence provided, while giving generic or general statements, is not specifically directed toward the aims/objectives of this project. Any significant omission of key information as identified under each criteria heading will point towards a score of 3.
Minor Reservation	2	Some evidence of appropriate knowledge, skills or experience. Meets requirements in some areas but with important omissions	Will reflect that the bidder has not provided evidence to suggest how they will address a number of bullet points under the evaluation criteria heading. Tenders will in parts be sketchy with little or no detail given of how they will meet project requirements. Evidence provided is considered weak or inappropriate and is unclear on how this relates to desired outcomes.
Serious Reservations	1	Very little evidence of appropriate knowledge skills or experience	Will reflect that there are major weaknesses or gaps in the information provided. The bidder displays poor understanding and there are major doubts about fitness for purpose.
Unacceptable	0	No evidence/response	Will result if no response is given and/or if the response is not acceptable and/or does not cover the required criteria.

Example scoring and weighting grid

Your capability to perform the contract will be evaluated using the criteria set out below and the scoring matrix above. The highest scoring bid will be consider the most economically advantageous tender and the successful bidder (subject to the standstill period).

Scoring Grid example

	Assessment Criteria (should clearly state expected outcomes in each heading)	Weighting	Assessment Score (0-5)	Total score
Ref	Requirement			
	<p>Bidders should describe their approach to the requirement stated in the specification. They should include:</p> <ul style="list-style-type: none"> • • • Response (maximum of xxx words): 	15		
Ref	Delivery [and Pilot Testing]			
		10		
Ref	Education			
		10		
Ref	Communication			
		10		
Ref	Health and safety including safeguarding arrangements			
		10		
Ref	Value for money			
	Explain how the Trust determines value for money	15		
Ref	Costs			
	Ask for a cost breakdown (include a table of costs in the ITT that bidders complete).	10		

Award Stage- Weighting of Scores for each Requirement Section (using example above)

Requirement Heading [examples only]	Example Maximum Weighted Score
Requirement	75 (5 x15)
Project Delivery [and Pilot Testing }	50
Education	50
Communication	50
Health and Safety/ Safeguarding	50
Value for money	75
Costs	10

Maximum Total	360