



**SHORT FORM APPOINTMENT
DOCUMENT**

**COST CONSULTANCY SUPPORT
FOR THE TENDER EVALUATION
PHASE OF THE MASTERPLAN
DESIGN COMPETITION**

for

CABINET OFFICE

at

**QEII NATIONAL MEMORIAL
COMMITTEE**

Appleyard & Trew LLP
127 Pure Offices
4100 Park Approach
Leeds
LS15 8GB

Mobile: [REDACTED]

Email: [REDACTED]

REDACTED UNDER FOIA SECTION 40, PERSONAL INFORMATION

APRIL 2025

CONTENTS

1.00 Overview

2.00 Fee Proposal / Standard Engagement Terms

APPENDIX

Appendix A - Fee Proposal Document

1.00 OVERVIEW

- 1.01 Our scope of works comprises items 1 – 4, Items 5 – 7 are optional and will only be undertaken subject to further instruction from the client:

Item 1 - Preparation of the Order of Cost Estimate Report

- Detailed elemental analysis of each submission for scope, assumptions, and completeness
- Clear identification of omissions, exclusions, and qualifications
- Direct engagement with teams to clarify unclear areas and complete submissions
- Side-by-side elemental cost comparison table for transparency across all submissions
- Comprehensive report with individual commentary and summary findings

Item 2 - Review and Rationalisation of Fee Proposals

- Benchmarking fees against industry standards and market rates (appropriate to the calibre of tenderers)
- Reviewing scope alignment with the project brief for completeness
- Identifying duplicated or missing services to highlight cost risks or inefficiencies
- Ensuring consistent and fair fee structures across all competitors

Item 3 - Design Clarification

- Engaging directly with teams to clarify assumptions and the basis of design
- Summarising clarified information in a side-by-side elemental format for comparison
- Ensuring consistent interpretation and fair evaluation across all submissions

Item 4 - Input into the Technical Review Presentation and Risk Analysis

- Full cost and fee risk review against the proposed delivery strategy including exclusions, structures, and rates
- Highlighting risks and recommending practical mitigation strategies
- RAG-rated risk register to support early issue identification and prioritisation
- Formulate a contingency strategy aligned with programme risk profile

Item 5 - Support for Clarification and Moderation Meetings

- Attendance at clarification/moderation meetings as required (1 day allowed)
- Providing real-time advisory input on cost and fee matters
- Fully briefed team ready to support efficient and informed discussions

Item 6 - Input into the Competition Close-out Report

- Narrative evaluation of time and cost allocation to key deliverables
- Review of quality control strategies and alignment with Cabinet Office expectations
- Explanation of cost variances across submissions
- Procurement route and contract advice based on the programme priorities and risk appetite with supporting tender review report

Item 7 - Support with Contract Finalisation

- Supporting reconciliation of cost and fee with preferred team
- Managing a timely and robust contract clarifications process to avoid delays
- Focused on achieving a fair, executable contract to enable project commencement

**SHORT FORM OF APPOINTMENT
QEII NATIONAL MEMORIAL**

2.00 FEE PROPOSAL / STANDARD ENGAGEMENT TERMS

2.01 BASIS

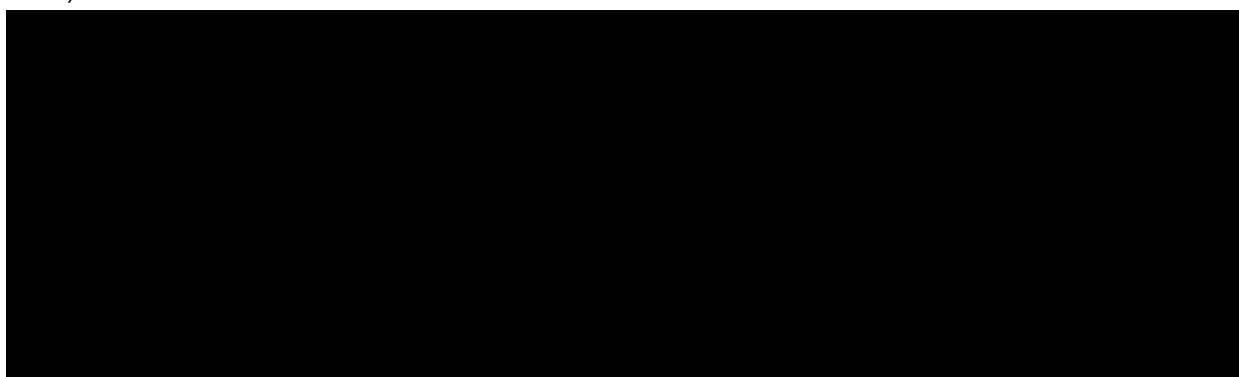
- a) Our fees are based on the Fee Proposal as included in Appendix A. We can confirm the total Fixed Fee Proposal figure is £18,000.00 with works taking place from 6th May to 31st July 2025.

2.02 RESPONSIBILITY OF SERVICES

- a) In relation to the performance of services, these will be undertaken with reasonable skill and care as can be reasonably expected of a Quantity Surveyor / Project Manager experienced in projects of a similar size, scope and complexity to the planned works. The person in charge will be [REDACTED], LLP Partner, MRICS.

2.03 FEES REDACTED UNDER FOIA SECTION 40, PERSONAL INFORMATION

- a) The breakdown of the above fixed fee is detailed below:



TOTAL PRICE

***£ 18,000**

** Based on Associate Partner hourly rate of £ [REDACTED], 7.5 hour working days.
Review elements will be undertaken by team members within our Quantity
Surveying & Project Management Teams.*

*+ items 5.6 and 7 will only be undertaken via a further instruction from the Cabinet
office, we confirm this appointment is for items 1 – 4 only.*

2.04 CLARIFICATIONS

The following have been assumed:

- a) The foregoing fees would be subject to VAT on submission of an invoice.
b) Fees include all administrative disbursements, electronic data exchange.
c) It is assumed that any appointment will be directly with the Client.
d) Additional services instructed by the Client would be agreed on a lump sum basis or alternatively charged on an hourly basis on the following rates: -

Partner	£ [REDACTED]
Associate	£ [REDACTED]

All plus VAT, as at 2025, to be uplifted on 1st January each year for RPI.

- e) Fees would be invoiced on a monthly basis in arrears with a payment period of 30 days from submission of an invoice. We would propose a monthly drawdown schedule for agreement.

ALL REDACTED UNDER FOIA SECTION 43, COMMERCIAL INTERESTS

2.00 FEE PROPOSAL / STANDARD ENGAGEMENT TERMS (CONTD.)

2.04 CLARIFICATIONS (CONTD.)

- f) We would reserve the right to invoice for any work completed to the date when we are instructed to stop works, should the project not proceed for any reason.
- g) Travel to and from site has been excluded as this is a desktop exercise

2.05 REPORTING AND CONSULTATION

All correspondence regarding this commission should initially be addressed to the above. We will assume that all matters, direction and discussions regarding the project and our appointment will come from and be with Homes for Students, under the assumption that the authority to provide direction to ourselves lies with [REDACTED].

The above fees exclude the following:

- a) VAT, to be added at the prevailing rate REDACTED UNDER FOIA SECTION 40, PERSONAL INFORMATION
- b) Tax matters
- c) Any additional services relating to litigation, arbitration, adjudication insurance claims or legal proceedings and the like
- d) Add in any other project specific

2.06 WARRANTIES

- a) We have excluded the provision of any JCT collateral warranties for this project. Should such provisions be required we would need to review the wording of these with our Professional Indemnity Insurers and only enter into agreements they are satisfied with. Provision of such warranties may incur additional costs to the above of approximately £[REDACTED] per warranty.

2.07 INVOICING REDACTED UNDER FOIA SECTION 43, COMMERCIAL INTERESTS

- a) Payment of valid and undisputed invoices will be made within 30 days of receipt of the invoice or, if later, the date by which the payment falls due in accordance with the invoice, which must be submitted promptly by the Supplier. All invoices must be sent, quoting a valid Purchase Order Number (PO Number) and any other relevant details including the minimum required information set out in Section 68(9) of the Procurement Act 2023..

2.08 TIMETABLE

- a) If during the course of our services it appears likely that additional work is required, we will discuss this with you prior to undertaking that additional work and agree, so far as possible, any amendments to the fees. The proposed categories or staff potentially undertaking your work and their hourly rates are stated within the attached Schedule of Services.

2.00 FEE PROPOSAL / STANDARD ENGAGEMENT TERMS (CONTD.)

2.09 CONFIDENTIALITY

- a) Our client's affairs and information which comes to us as a consequence of their instructions will be maintained in the strictest confidence at all times, except where we are instructed by yourselves to disclose information on our Employer's behalf or we are required by the law to do so.
- b) Each Party must:
- keep all Confidential Information it receives confidential and secure;
 - not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract; and
 - immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
 - a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:
 - where disclosure is required by applicable Law if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
 - if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
 - if the information was given to it by a third party without obligation of confidentiality;
 - if the information was in the public domain at the time of the disclosure;
 - if the information was independently developed without access to the disclosing Party's Confidential Information;
 - on a confidential basis, to its auditors or for the purposes of regulatory requirements;
 - on a confidential basis, to its professional advisers on a need-to-know basis; and
 - to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
 - The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
 - The Buyer may disclose Confidential Information in any of the following cases:
 - on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - on a confidential basis to any Crown Body, any successor body to a Crown Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - where requested by Parliament; and
 - Transparency Information and any information which is disclosed under clause 16 is not Confidential Information.
 - The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable endeavours to ensure that Supplier Staff do not either.

WHEN WE CAN SHARE INFORMATION

- The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.

2.00 FEE PROPOSAL / STANDARD ENGAGEMENT TERMS (CONTD.)

2.09 CONFIDENTIALITY (CONTD.)

- In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, at no additional cost, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- comply with any Request For Information; and
- comply with any of its obligations in relation to publishing Transparency Information.
- Any such co-operation and/or information from the Supplier shall be provided at no additional cost.
- To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a Request For Information and may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure shall be decided by the Buyer, in its sole discretion.

2.10 COPYRIGHT IN DOCUMENTS

- a) Copyright in all Documents prepared by ourselves remains the property of Appleyard & Trew.
- b) Appleyard & Trew grants to you (the Client) a royalty-free, irrevocable (but subject to the right to suspend set out below), non-exclusive licence to use and reproduce the Documents for any purpose relating to the Project including the construction, completion, maintenance operation, letting, sale, promotion, advertisement, reinstatement, mortgaging, refurbishment and repair of the whole or any part of the Project.
- c) Provided that we may suspend such licence if and for so long as the Employer is in breach of any of its payment obligations under this Appointment by giving 7 days' notice of our intention to do so. Such licence:
 - a) Continues notwithstanding termination of the Consultant's engagement under this Appointment;
 - b) Confers the right to grant sub-licences with our permission; and
 - c) Is not transferable to third parties without our written consent.
- d) Appleyard & Trew will not be liable for any use of the Documents for any purpose other than that for which they were originally prepared.

2.11 TERMINATION OF SERVICES

- a) Should we not properly perform any of the services as set out within our Schedule of Services then you shall notify us, clearly stating such shortcomings / breach and should satisfactory rectification / resolution not be forthcoming within 14 days of such Notice, you will be entitled to terminate our Services.
- b) Similarly, we reserve the right to cease to act on your behalf if we consider that you are in breach of the terms of our appointment, and we also give 14 days' Notice of our intention to do so.
- c) If, for any reason, our instructions come to an end we shall be entitled to charge for all work completed up to the point of termination of our instructions and exercise any lien over Employer's papers in relation to unpaid fees.

2.00 FEE PROPOSAL / STANDARD ENGAGEMENT TERMS (CONTD.)

2.12 COMPLIANCE WITH HEALTH AND SAFETY AND STATUTORY REQUIREMENTS

- a) We will comply at all times with the CDM Regulations and Statutory Requirements to the extent that they apply to our Services of this Project.

2.13 LIABILITY

- a) In the event of a claim being made against us, our liability is limited to 125% of the fees stated above. Our level of our insurance cover will be maintained provided that this level of cover remains available at commercially reasonable and viable rates.

2.14 EXCLUSIONS AND LIMITATIONS OF LIABILITY

- a) Our liability under or in connection with this Appointment (whether under this Appointment, any deeds of collateral warranty or any third party rights to be provided under this Appointment or otherwise) whether in contract, tort (including negligence) for breach of statutory duty or otherwise (other than for death or personal injury caused by your negligence) shall be limited to £1million each and every claim as the limit of our professional indemnity insurance cover but subject a complete exclusion of liability for any claim, directly or indirectly, with fire safety, or fire performance, or combustibility profile, status or characteristics of materials, products or systems of any kind whatsoever used for any building or structure; in the aggregate for claims arising out of Pollution, Contamination; limited to £250,000 in the aggregate in respect of asbestos.

In undertaking the Services, we shall seek the advice and information of others and shall be entitled to rely on the advice and information (for the avoidance of doubt, including advice on quality, workmanship and whether the works are being executed in accordance with the building contract and specifications) which others provide to it. We shall not be responsible for verifying the accuracy or completeness of such advice and/or information and shall not be deemed under any circumstances to have assumed responsibility for or to have warranted the accuracy and/or completeness of the same. We shall not be liable or otherwise responsible for the consequences or effects of any deficiency (including any inaccuracy or omission) in the advice and information provided to us by others, irrespective of whether such advice is simply forwarded to us or incorporated into a separate report prepared by us. For the avoidance of doubt, in the event that the Client suffers any loss or damage as a consequence of any defect in advice or information provided to us by others and relied upon by it, the Client shall not be entitled to recover such loss or damage from us.

Notwithstanding any other term of this Appointment our obligation in relation to the performance of the Services shall be to exercise reasonable skill and care and we shall only be liable if and to the extent that he has failed to exercise such skill and care and for the avoidance of doubt we shall not be under any obligation of fitness for purpose.

For the avoidance of doubt, we shall have no liability or responsibility for the design of the Project including the fitness for the purpose thereof, the specification or choice of materials used in the construction thereof, or the inspection, acceptance and approvals given or made in relation thereto.

The Client accepts that we are a limited liability entity and agrees not to bring any claim personally against any individual member or employee of Appleyard and Trew LLP in respect of losses suffered directly or indirectly in connection with the Services or this Appointment. This provision will not limit or exclude the liability of Appleyard and Trew LLP for the acts or omissions of its members or employees.

**SHORT FORM OF APPOINTMENT
QEII NATIONAL MEMORIAL**

2.00 FEE PROPOSAL / STANDARD ENGAGEMENT TERMS (CONTD.)

2.14 EXCLUSIONS AND LIMITATIONS OF LIABILITY (CONTD.)

We shall have no liability or responsibility for undertaking Building Control or quality inspections.

In addition, we shall not be liable to you for any failure or delay or for the consequences of any failure or delay in performance of your instructions if such failure or delay is due to any event beyond our reasonable control including, without limitation, war, acts of god, industrial disputes, civil unrest, protests, fire, storm, explosion, national emergencies, acts of terrorism, and/or the failure of third party telecommunications and computer systems.

Furthermore, we shall not be liable for any indirect or consequential loss or damages (including loss of profits) suffered or incurred by you arising from or in connection with any matter we are instructed upon.

Our maximum aggregate liability for any claim (whether in contract, negligence or otherwise) arising out of or in connection with our engagement is limited to the lesser of:

- a) the proportion of such loss or damage that it would be just and equitable to require us to pay having regard to the extent of responsibility of ourselves for the same; or
- b) The sum of £5 million as the limit of our professional indemnity insurance cover. No action or proceedings for any breach of this Appointment may be commenced against us after the expiry of 6 years from completion of our works

2.15 THIRD PARTIES

- a) The Contracts (Rights of Third Parties) Act 1999 does not apply to these Terms of Engagement.

2.16 AGREEMENT

- a) In confirmation of your agreement to the terms of this letter, please sign and date a copy as indicated at the end of this letter and return it to us.

Yours sincerely,

[REDACTED]

[REDACTED] **LLP Partner**
For and on behalf of Appleyard & Trew LLP

I agree to the terms set out in this letter:

Signature:

[REDACTED]

For and on behalf of:

Cabinet Office

Print Name:

[REDACTED]

Date:

9 May 2025

REDACTED UNDER FOIA SECTION 40, PERSONAL INFORMATION

APPENDIX A FEE PROPOSAL DOCUMENT

REDACTED UNDER FOIA SECTION 43 COMMERCIAL INTERESTS