



PRINCES PARADE, HYTHE, KENT

BRIEF TO CONSULTANTS

Prepared by:-

**Shepway District Council
Civic Centre
Castle Hill Avenue
Folkestone
Kent CT20 2QY**

April 2012

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SECTION 1 INTRODUCTION

1.1 Purpose

1.1.1 The purpose of this project is to secure a residential allocation for the mixed use redevelopment of Shepway District Council owned land at Princes Parade, Hythe in the council's proposed Site Allocation Development Plan Document.

1.1.2 The council's vision is to link the coastal strip between Battery Point in the east and the Hythe Imperial Hotel to the west, to the Royal Military Canal by providing a linear strip of parkland akin to the Coastal Park in neighbouring Folkestone.

Additional community benefits for the redevelopment could include housing, a new swimming pool and a replacement school for Seabrook Primary.

1.2 Background

1.2.1 Planning background

In the mid to late 1990s the council indicated the site as being appropriate for housing development in the Shepway District Council Local Plan Review. There was considerable local opposition to the proposed allocation. The Inspector's recommendations were that the land should not be intensively developed or developed for housing. The council did not challenge these recommendations.

Redevelopment potential has been recognised for many years. In the 1980s the council pursued the sites potential as a residential marina. It is believed that outline planning was agreed in principle but that the project was discontinued as necessary legislation required to provide lock gates was not secured.

1.2.2 A chronological planning history of the site is detailed below:

- Historically site used for landfill.
- 1990 - Secretary of State granted planning permission for a harbour, marina, housing, commercial and leisure uses.
- 1993 - Local Plan Inquiry Inspector's report rejects any residential use and says land should remain open. Recommends low key recreation and tourism uses including local park for Seabrook.
- 2004 - Local Plan Inquiry Inspector's report agrees that residential development is out of character with site's open nature. Does not support proposal for 100 houses.
- 2006 - Local Plan Review adopted and site allocated as protected open space (policy LR9) with small area at eastern end allocated for ancillary low scale recreational/community facilities (policy TM8).

- Existing planning policy does not support residential or mixed use development.
- Site Allocations Development Plan Document (part of the LDF) provides opportunity to review allocated land use.
- Planning history and strength of local feeling make it essential to building community support for mixed use allocation.

1.3 The site

1.3.1 The site comprises approximately 7.2 hectares (17.9 acres). It is approximately 1,250 metres long and varies in width between approximately 80 metres at the eastern end to 180 metres at the western end. The site is located between Princes Parade and the Hythe Royal Military Canal at National Grid Reference TQ 180 347. Other neighbouring land uses include a children’s play area to the east and the Hotel Imperial Golf course to the west.

1.3.2 According to map history, the eastern and western parts of the site were excavated for gravels since 1899. By 1908, the western part of the site had been levelled/infilled with made ground, although a gravel pit was still located in the eastern part of the site. By 1976, the site appeared to be relatively flat.

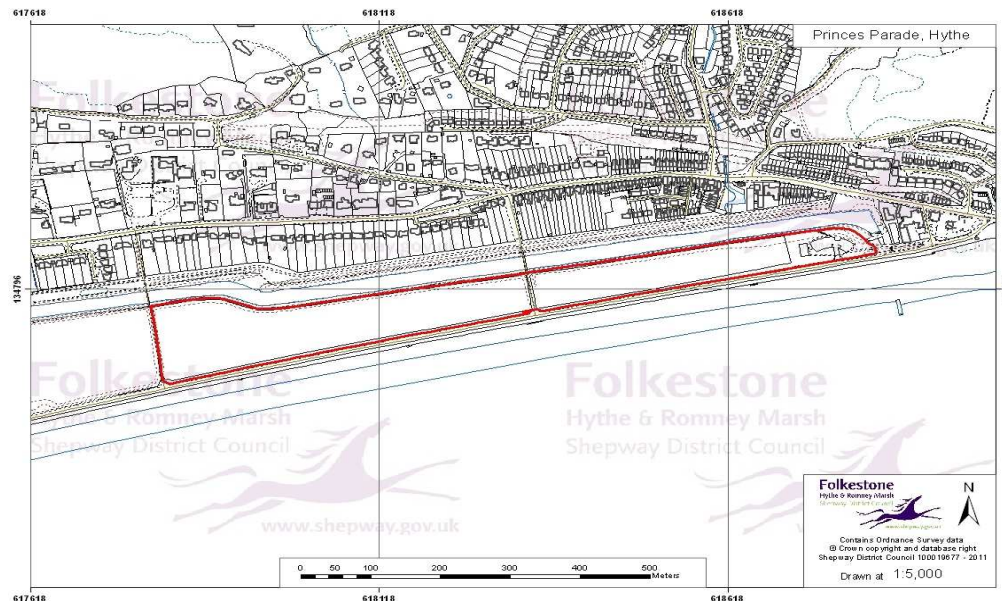


Figure 1 – Site location plan



Figure 2 – Aerial photograph

1.4 Known constraints

1.4.1 Heritage

Any works or development on or adjacent to the Royal Military Canal are subject to consent from English Heritage. The extent of the development proposal is such that it will not be included within the council's Standing Consent conditions and a separate application will have to be made.

1.4.2 Aquifer

The Environment Agency (EA) has stated that the site is underlain by a minor aquifer although it is not located in a Source Protection Zone and groundwater beneath the site is likely to be strongly influenced by the tide. The groundwater beneath the site is not considered to be a significantly sensitive receptor. The canal is classified by the EA as fairly good to very good in terms of chemical and biological quality. No landfills, discharge consents, water abstraction licenses, pollution records, SSSIs are recorded within 250m of the site.

1.4.3 Contamination (see also ground conditions below)

Potentially contaminative land uses surrounding the site include a gas works, quarries, a gravel pit and rail tracks. Kent County Council have records showing a land fill site is recorded on Princes Parade that received Category B (slowly degradable waste and scrap metal) and C (putrescible or difficult wastes). The depth of the landfill was recorded as 5m in thickness. Dredgings from the canal have also been spread across the site in recent times.

A soil gas spike survey undertaken by GSG investigated a total of 87 locations and revealed elevated concentrations of carbon dioxide (0-7%). No methane was encountered and no information is presented regarding flow rates.

A risk assessment was undertaken with the potential source of contamination being the made ground, sensitive receptors being site workers, final residents, underground services, controlled waters and the potential pathways being dermal contact, ingestion and inhalation of soil and soil derived dust leaching to controlled waters. Given the depth of some of the contamination hotspots, the PH and the assumption of a clean top soil layer (350mm) for garden and open areas, the report concluded that the site is suitable for redevelopment as residential housing with public open space. Given the generally low mobility of the contaminants, the low sensitivity of the groundwater and the lining of the canal, potential risks to controlled waters are not considered to be significant.

1.4.4 Ecological

A habitat survey carried out about 10 years ago revealed that the majority of the site was overgrown with variable grasses with the northern boundary (abutting the canal) densely overgrown with scrub vegetation and bushes. Seven individual habitats were identified – unimproved neutral grassland, tall ruderal, bare ground, scrub dense continuous, open/standing water, amenity grassland and coastal shingle. No large mammals were encountered although evidence of mice and voles was observed. A large variety of birds and butterflies were observed but no evidence of protected species.

1.4.5 Ground conditions

An intrusive ground investigation has revealed that:

- (i) Made ground was encountered in all locations and comprise between 2.8 to in excess of 4.2m of clays, sands, gravels with brick, ash, clinker, timber, concrete, rubber, glass and some domestic waste. One location recorded sterile stomach tubes indicating potential medical waste. Underlying the made ground, marine alluvium was encountered to a depth of 7 – 7.5m followed by sandy beach gravels, the depth of which was unproven.
- (ii) Visual evidence of ground contamination was observed in trial pits.
- (iii) Stabilised groundwater levels were recorded at 5.23 – 6.47m below ground level (likely to be influenced by the tide).
- (iv) Given the extensive made ground and drift deposits, a piled (driven) foundation was recommended for future developments on the site. Stabilisation methods will also be required for access roads and hardstanding to mitigate against differential settlement.
- (v) Soil data indicated localised elevated concentrations of arsenic, lead, nickel, copper, zinc, boron and poly-aromatic hydrocarbons (PAH) throughout the profile of made ground.
- (vi) Leachate tests revealed that the elevated levels of concentration of the contaminants were found to be generally immobile. The

occasional sample of copper, cadmium, chromium, arsenic, lead, sulphate and PAH were found to be potentially immobile.

- (vii) No elevated concentrations of metal or organics were encountered in the groundwater samples.
- (viii) Elevated concentrations of carbon dioxide and methane were encountered in the west which was considered to be arising from biological processes.

1.4.7 Flood risk

The golf course is at a lower level than the site in question and lies within the EA flood zone 3. It has in the past been subject to coastal flooding and wave overtopping. A narrow strip of land at the northern extent of the site is located in flood zone 3 (including climate change). The elevation of the majority of the site indicates that it is predominantly outside of the EA flood zones.

1.4.8 Village green status

A recent application by a local resident (2011) to Kent County Council to register the land as a village green has been defeated by the council.

1.5 **Commission objectives**

1.5.1 The principle objectives of the project are as follows:

- Secure an allocation for residential use in the Shepway Site Allocation DPD
- Improve the setting for the Royal Military Canal;
- Create new public park;
- New water sports facility;
- Enhance the promenade and beach for public use.
- Possible site for replacement public swimming pool;
- Possible site for the relocation of Seabrook Primary School;

SECTION 2 CONSULTANCY SERVICES

3.1 Profile of the successful consultant

3.1.1 The successful consultant will have expertise in successfully completing work of a similar nature for Local Authorities within England.

3.2 The client

3.2.1 Shepway District Council (the client) will appoint the consultant in accordance with the procurement guidance document for the appointment of consultants and contractors, published by HM Treasury and with a quality/price split of 60%/40% respectively. The quality award criteria scoring sheet is attached in Appendix 1, for information.

3.2.2 The client's project team will consist of representatives from across the council including Planning, Property and Procurement. As the project progresses, it may be necessary to engage with other stakeholders as required, particularly those who may hold information relevant to the project. The consultant will be expected to report back to the project team during the process as requested and attend any meetings as requested. Day-to-day contact shall be with the Lead Officer for the council, Jeremy Chambers, Head of Corporate Projects.

In terms of supporting the project (and also for purposes of the consultant submitting their proposal), the client shall provide for:

- the organisation of any meetings as set out at an inception meeting;
- the distribution of any drafts for comments to appropriate consultees and collection and redistribution of any representations made.

3.3 Timetable

3.3.1 A timetable for the council's Development Plan Document is shown in Appendix 2. An indicative project timetable upon which the consultant shall base his submission is included in Appendix 3. The final timetable shall be agreed with the successful consultant at the inception meeting.

3.4 Submission

3.4.1 The submission from the consultant shall include:

- Completion of the quotation document in Section 3.8 of this brief (excluding VAT).
- Details of the methodology for carrying out the work, including programme.

- Evidence of similar work undertaken (for local authorities) including 2 referees and their contact details. A standard proforma for take-up of references is shown in Appendix 4.
- Details of the personnel to be deployed including experience and skills and the roles individuals will play.
- The price/quality award shall be based entirely upon the information provided in Section 3.4.

3.5 Payment

3.5.1 Payments will be made in two stages at dates to be agreed with the successful consultant at the inception meeting.

The client wishes to secure a fixed price proposal from the consultant in order to give secure financial planning to the council.

3.6 Instructions

3.6.1 Bidders must submit their quotation as follows:

DATE – by **14.00 on 4 May 2012.**

METHOD 1 – **two** (2) paper copies and **one** (1) electronic copy on CD are to be submitted.

The paper copies are to be separately bound and both the paper copies and the CD are to be submitted clearly marked – “Princes Parade, Hythe – site allocation DPD” in a sealed envelope to:

Shepway District Council
Civic Centre, Castle Hill Avenue,
Folkestone,
Kent CT20 2QY.

Submissions must be received by Registered Post, Recorded Delivery or delivered by hand to the address above by no later than the date and time set out above.

Submissions may be delivered by hand only during normal working hours Monday to Friday 0900 hrs to 1700 hrs; and a signed receipt must be obtained as evidence of receipt by the council

METHOD 2 –

Alternatively, consultants may choose to submit their quotations electronically by sending their completed submission together with all supplemental materials / appendices to:

tenders@shepway.gov.uk marked for the attention of the Procurement Manager and with the reference "Princes Parade, Hythe – site allocation DPD" in the subject field.

Submissions sent electronically shall be deemed to have been received at the time and date which they pass through and are logged as received by the Council's designated e-mail server. These submissions will be acknowledged after the closing date.

3.7 The brief

3.7.1 The brief is for the consultant to produce a masterplan for use as an evidence based document to support a mixed use allocation in the LDF site allocations DPD. The masterplan shall include as a minimum, detailed information under the following headings:

3.7.2 Policy context

The consultant shall take into account national, regional and local policies in formulating the masterplan and identify those policies and their impact.

3.7.3 Market context

It is important to the council that the masterplan is deliverable and this will depend upon a number of aspects of the development and variations in property, construction and finance markets. The consultant shall advise on these as part of the masterplanning process.

3.7.4 Constraints to development

The consultant shall include information on:

- (i) Ecology and biodiversity;
- (ii) Archaeology and the historic environment (to include the Royal Military Canal);
- (iii) Flood risk;
- (iv) Services – electricity, gas, surface water and foul drainage and water supply;
- (v) Landfill solutions;
- (vi) Transport infrastructure and access and
- (vii) Land ownership

3.7.5 Community infrastructure requirements

The consultant shall include information on:

- (i) Other facilities (Seabrook Primary School);
- (ii) Open space;
- (iii) Cultural and community and
- (iv) Sustainable transport

3.7.6 Design principles

The consultant shall include information on:

- (v) Mix of land uses;
- (vi) Scale of development (including building heights, density, materials and style);
- (vii) Landscape impact (hard and soft) and key views
- (viii) Development standards (code for sustainable homes, lifetime homes and building for life)

3.7.7 Public consultation

The consultant shall consult with statutory consultees, local interested parties and the general public as part of the masterplanning process and prepare an outline consultation strategy which will take the masterplan through the DPD process and up to (but not including) the Examination in Public.

Consultation shall be in accordance with the council's *'Guidance to developers hosting local community consultation on potential strategic sites for the Shepway LDF Core Strategy'* and *'Adopted Statement of Community Involvement'*.

3.7.8 Masterplan review

The consultant shall review and update the masterplan following the public consultation process.

3.7.9 Activities

Activity 1 Site walkover and review of existing documentation (including planning history)

Outputs/deliverables – none, other than attendance on site and confirmation of completed review.

Activity 2 Draft masterplan

Outputs/deliverables – detailed draft masterplan to include policy and market context, development constraints, community infrastructure requirements, design principles, consultation strategy and proposals for review.

Activity 3 Final masterplan

Outputs/deliverables – based on subsequent discussions and comments from the Project Team, Members and other stakeholders the consultant shall provide a final development proposal to the client’s satisfaction.

Activity 4 Public exhibition

Outputs/deliverables – a scale model and presentation boards/material for public exhibition.

Activity 5 Meetings

Outputs/deliverables – the consultant shall allow for attendance at monthly progress meetings with the client.

3.8 Quotation

3.8.1 The following Activity Schedule shall be completed by the consultant, setting out fees according to charge out rates per day per member of staff: The quotation shall cover all of the aspects stated in the brief.

Activities	Name(s) of member of staff	No. of days	Fixed price (£)
Activity 1 , Site walkover and review of documentation			
Activity 2 , Draft masterplan			
Activity 3 , Final masterplan			
Activity 4 , Public exhibition			
Activity 5 , Meetings			
Incidental fees & expenses (travel & subsistence)	N/a	N/a	
Total	N/a		

In addition to the above, the consultant shall provide any information against each activity to further describe the requirements.

SECTION 3 LEGAL AGREEMENT

DATED

2012

THE DISTRICT COUNCIL OF SHEPWAY

and

CONSULTANCY AGREEMENT

Shepway District Council
Civic Centre
Castle Hill Avenue
Folkestone
Kent CT20 2QY

THIS AGREEMENT is made the day of 2012
BETWEEN:

(1) **THE DISTRICT COUNCIL OF SHEPWAY** of Civic Centre Castle Hill Avenue
Folkestone Kent CT20 2QY (the "Council"); and

.....whose offices are located at

hereinafter individually referred to as a "party" or collectively as the "parties".

WHEREAS:

- A. The Council requires the provision of the Services in accordance with the terms and conditions of this Agreement.
- B. The Consultant has agreed to provide the Services in accordance with the terms and conditions of this Agreement.
- C. The Council hereby appoints the Consultant to provide the Services to the Council in accordance with the Brief to provide consultancy services including but not limited to those services more particularly described within the Brief ("the Services") to the Council and the Consultant agrees to provide the Services upon the terms and conditions of this Agreement for the Term in return for the Payments

NOW IT IS HEREBY AGREED as follows:

1. Definitions

The following terms shall have the following meanings:

- 1.1 "Activity" : refers to an Activity as set out within the Brief which the Consultant is expected to undertake on behalf of the Council at the specified stages throughout the Term.
- 1.2 "Commencement Date" :
- 1.3 "Agreement" : refers to these terms and conditions and any supplementary conditions and modifications in the Brief and any other document incorporated by reference.
- 1.4 "Consultant Representative": shall mean the person appointed by the Consultant as the single point of contact between the Consultant and the Council whose role it shall be to co-ordinate

- and facilitate the delivery of this Agreement on behalf of the Consultant.
- 1.5 "Consultancy Fee" : shall mean the sum(s) to be ascertained and paid in accordance with the provisions hereinafter contained for the performance of the Services in accordance with the Agreement.
- 1.6 "Council Representative" : shall mean the Council's Project Lead Officer who shall act as the single point of contact between the Council and the Consultant and whose role it shall be to oversee and manage this Agreement on behalf of the Council or such other person as the Council Representative may from time to time nominate.
- 1.7 "District" : shall mean the area administered by The District Council of Shepway.
- 1.8 "Expiry Date" : refers to the date upon which it is expected this Agreement shall come to an end.
- 1.9 "Notice" : refers to a notice which is served in compliance with the terms of clause 19.
- 1.10 "Payments" : the amounts listed in the Pricing Schedule.
- 1.11 "Pricing Schedule" : means the completed Pricing Schedule as attached in 3.8 of this document
- 1.12 "the Proposal" : shall mean the Contractor's financial proposal the proposed operational strategy and method statements and other policies or statements required to be submitted in accordance with the Instructions to Quotation.
- 1.13 "Services" : shall mean the whole of the Services and duties to be performed and provided by the Consultant as detailed in the Brief in accordance with the terms and conditions of this Agreement.
- 1.14 "Specification" : shall mean all specifications schedules and descriptions of the Services and the management in the Agreement and any modifications thereof or additions thereto as may from time to time be approved in writing by the Council Representative in accordance with this Agreement.
- 1.15 "the Proposal" : shall mean the Consultant's financial proposal the proposed operational strategy and method statements and other policies or statements required

to be submitted in accordance with the Instructions to Quotation.

- 1.16 "Term" : the period from the Commencement Date until the expiry date.
- 1.17 "Variation" : shall mean a variation in the provisions of this Agreement made by notice given by the Council under clause 10.

2. Interpretation

In this Agreement, unless the contrary intention appears:

- 2.1 words importing one gender include all other genders; words importing the singular include the plural and vice versa.
- 2.2 references to paragraphs and schedules are references to the paragraphs and schedules of these terms and conditions unless otherwise stated.
- 2.3 references to any European Directive Act of Parliament and to any orders rules or regulations made pursuant to that Directive or Act shall include reference to any modification re-enactment or replacement thereof.
- 2.4 references to "staff" shall be construed as including all employees engaged by the Consultant and all references to the Consultant in this Agreement also include those personnel deployed by the Consultant.
- 2.5 the headings to any part of these terms and conditions or the Agreement shall not be construed as part of the Agreement and shall not affect the interpretation thereof.
- 2.6 unless otherwise expressly provided for in this Agreement no omission from, addition to, or variation of this Agreement shall be valid unless it is agreed in writing and signed by the Council Representative personally or such other officer as the Council Representative may appoint in writing and also by a duly authorised representative of the Consultant.
- 2.7 save for an omission, addition or variation agreed pursuant to the terms and conditions of this Agreement, any other provision inconsistent with these said terms and conditions contained in any other document or oral agreement are hereby agreed to be void and of no effect.

3. The Consultant's Obligations

- 3.1 The Consultant shall provide the Services to the Council in such a manner, at such times and locations as the Council may reasonably request and the Services shall consist of those activities more particularly detailed within the Brief.
- 3.2 The Consultant shall perform the Services (and any modifications authorised by or under this Agreement) from the Commencement Date and throughout the Term in an efficient effective courteous and professional manner in accordance with the terms and conditions of this Agreement recognising legitimate practices, changes in the delivery of the required consultancy services, techniques and relevant practice and except in emergencies the Consultant shall not deviate from the provisions of this Agreement or Brief without the prior written consent of the Council Representative.
- 3.3 In addition to any more specific obligations imposed by the terms and conditions of this Agreement it shall be the duty of the Consultant to provide the Services to a standard that is in all respects to the reasonable satisfaction of the Council Representative.
- 3.4 The Consultant shall throughout the Term provide all labour materials and transport to and from and in and about the District and everything whether of a permanent or temporary nature required in and for the performance of the Services.
- 3.5 The Council Representative shall have full power and authority to issue instructions and directions on any matter in connection with the proper and adequate performance of the Services and the Consultant shall be bound to carry out the same.
- 3.6 The Consultant shall give adequate written notice to the Council Representative of any further specifications or instructions that he may require for the execution of the Services otherwise than contained in this Agreement.
- 3.7 The Consultant in providing the Services shall comply with the Consultant's own policies, rules and procedures as submitted to and approved by the Council and as amended from time to time with the approval of the Council Representative and also the Council's policies, rules and guidelines.
- 3.8 The Consultant shall not operate any other activity to the detriment of the Services.
- 3.9 The Consultant Representative shall hold regular meetings with the Council at intervals to be agreed with the Council Representative in order to review the Agreement and to ascertain whether there are any specific problems and to take any necessary remedial action to resolve such problems.
- 3.10 If the Consultant at any time becomes aware of any act or omission or proposed act or omission, which may prevent or hinder the Consultant from providing the Services in accordance with the terms and conditions of this Agreement, the Consultant Representative or his deputy shall forthwith inform the Council Representative. The provision of such information under this clause shall not

- release or excuse the Consultant from any of the Consultant's obligations under this Agreement.
- 3.11 In delivering the Services, the Consultant is required to provide sufficiently qualified, experienced and competent staff for all tasks specified with adequate reserve staff in place to ensure proper and continuous performance and supervision of the Services at all times during the Term. In addition to this requirement the Consultant further undertakes that all such staff are either employees of the Consultant or that they provide services to the Consultant through a limited company which is registered for Value Added Tax ("VAT").
- 3.12 The Consultant shall in the performance of the Services
- 3.12.1 meet with employees or representatives of the Council at such places as the Council may reasonably specify;
- 3.12.2 attend such other meetings, provide such reports and general assistance to the Council as the Council may reasonably request.
- 3.13 The Consultant shall comply with all applicable laws, treaties, regulations and codes of practice including the laws of England and Wales (whether explicitly stated within this Agreement or not), and shall provide to the Council in a timely manner any information necessary for the Council to fulfil any obligations of disclosure under any such applicable laws.
- 3.14 The Consultant shall continue to ensure throughout the Term that its staff comply with all reasonable standards of safety and with the Council's health and safety procedures (if any exist) from time to time in force at the specific premises / locations where the Services are to be provided and undertakes to immediately report to the Council any unsafe working conditions or practices.
- 3.15 In so far as is permitted by law, the Council Representative shall be entitled to recommend (and in cases of gross misconduct require) the Consultant by notice in writing to remove from the performance of the Services any employee of the Consultant specified in such notice. The Council shall not in any circumstances be liable to the Consultant or the employee in respect of any damage, loss or liability occasioned by such removal or disciplinary action and the Consultant shall fully indemnify the Council against any such claim made by its staff in accordance with the provisions of clause 7.3.3 below.
- 3.16 The Consultant shall use their best endeavours to ensure that members of the Consultant's staff give all reasonable assistance to the Council in the investigation of complaints, disciplinary matters involving Council staff, claims for damages and similar matters.
- 3.17 To comply with the terms of any Notice specifying a breach of the provisions of this Agreement and requiring the breach to be remedied so far as it may be but nothing in this clause is intended to require the Council to serve notice of any breach before taking action in respect of it.

4. Payments

4.1 In consideration of the Services to be rendered by the Consultant in accordance with this Agreement the Council shall make Payments to the Consultant for the provision of the Services as follows:

4.1.1 payments in respect of the Services as set out in the Pricing Schedule with such Consultancy Fees payable within thirty (30) days of receipt of an itemised invoice.

4.1.2 such additional Consultancy Fees (if any) as shall from time to time be determined by the Council having regard to the Services rendered by the Consultant.

4.2 The Consultant's invoice will give details of the Services provided by the Consultant for each Activity and the VAT inclusive fee payable.

4.3 In circumstances where the Consultant is required to;

4.3.1 travel to or from the Council's premises; or

4.3.2 stay overnight in accommodation;

any such expenses incurred by the Consultant shall be at the Consultant's own expense and not be rechargeable to the Council.

4.4 *Receipt of Monies*

The receipt of money by either of the parties shall not prevent either of them from questioning the correctness of any statement in respect of such money.

5. Confidential Information

5.1 For the purposes of this Agreement, "Confidential Information" shall mean all and any information not in the public domain concerning the business and/or finances of the Consultants, or any of its or their customers including, without prejudice to the generality of the foregoing, reports, interpretations, forecasts, records, corporate and business plans, financial projections, financial details and accounts, services, planned services, marketing and advertising plans, budgets, fee levels, customer/Council lists, pricing policies and all information about research of whatever kind.

5.2 The Consultant shall not and shall procure that none of its staff shall at any time during this Agreement (except so far as is required for the proper performance of his obligations under this Agreement or as authorised by the Council) nor at any time after termination or expiry of this Agreement, communicate or divulge to any person or make use of any Confidential Information relating to the Council or any of their respective Councils or customers, save for information that is in the public domain or comes into the public domain in either case otherwise than as a result of a breach of this Agreement.

5.3 In the event that the Consultant's staff 'work from home' they will be responsible for ensuring the security of Confidential Information in their home. In particular, the Consultant undertakes to ensure that staff:

5.3.1 encrypt and/or protect by password any Confidential Information held on their home computer;

5.3.2 lock their computer terminal whenever it is left unattended;

5.3.3 keep all papers containing Confidential Information in filing cabinets that are locked when not in use;

6. Intellectual Property

6.1 For the purposes of this Agreement, "Intellectual Property Rights" shall mean;

6.1.1 copyright, patents, database rights and rights in trade marks, designs, know-how and confidential information (whether registered or unregistered);

6.1.2 applications for registration, and the right to apply for registration, for any of these rights; and

6.1.3 all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world

6.2 All Intellectual Property Rights in any deliverables and otherwise arising in the course of providing Services shall be disclosed to the Council and shall vest in the Council unconditionally and immediately on creation, development, writing, preparation or discovery of the same.

6.3 The Consultant shall procure that its subcontractors (if any) have assigned to it in writing any Intellectual Property Rights which they have or may have in the future in relation to works forming part of the Services and the Consultant shall assign such rights to the Council in order to fulfil the parties' intent in clause 6.1 above.

6.4 The Consultant shall, and it shall procure that its employees and subcontractors shall sign all such documents and perform all such acts as may be required fully to vest all such rights in the Council (or its nominee).

6.5 The Consultant hereby waives and it shall procure that its employees and/or subcontractors waive all Moral Rights (as defined in Chapter IV of Part I of the Copyright, Designs and Patents Act 1988) in any works produced during the period of this Agreement in which copyright is vested in the Council whether by virtue of this clause 6 or otherwise.

6.6 The Consultant acknowledges that the extent, if any, of the protection sought in relation to the matters referred to in clause 6.1 shall be decided by the Council in its sole and absolute discretion and that accordingly the Consultant shall not (whether during or after the termination of this Agreement) apply or join in applying for any

patent, registered design, trade mark or other equivalent protection without the prior written approval of the Council.

7. Employment and Taxation Liabilities

7.1 This Agreement provides for the provision of Services by the Consultant and nothing in this Agreement shall render it (or any of its staff) an employee, worker, agent or partner of the Council.

7.2 Consequently, the Consultant is responsible for payment of all remuneration and expenses to its staff and in relation to the operation of PAYE and National Insurance on remuneration paid or deemed to be paid.

7.3 The Consultant is fully responsible for and shall indemnify the Council, for and in respect of:

7.3.1 all remuneration and expenses paid to its staff; and

7.3.2 any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of services. The Consultant shall further indemnify the Council against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Council in connection with or in consequence of any such liability, deduction, contribution, assessment or claim (other than where the latter arises due to the Councils' default).

7.3.3 any liability for any employment related claim or any claim based on worker status (including reasonable costs and expense) brought by any member of staff (or any substitute) of the Consultant against the Council arising out of or in connection with the provision of the Services.

8. Insurance and General Liability

8.1 The Consultant shall be liable for any loss, liability or costs (including reasonable legal costs) incurred by the Council in connection with the provision of the Services and shall accordingly maintain in force during the duration of this Agreement full and comprehensive insurance policies in respect of the provision of Services.

8.2 The Consultant shall ensure that insurance policies are taken out with reputable insurers accepted by the Council and that the level of cover and other terms of insurance are acceptable to and agreed by the Council.

8.3 The Consultant shall, on request, supply to the Council copies of such insurance policies and evidence that the relevant premiums have been paid.

8.4 The Consultant shall notify the insurers of the Councils' interest and shall cause such interest to be noted on the insurance policies.

- 8.5 The Consultant shall comply (and shall procure that its employees comply) with all terms and conditions of the insurance policies at all times. If cover under the insurance policies lapses or is not renewed or is changed in any material way, the Consultant must notify the Council immediately upon becoming advised / made aware of any such change.
- 8.6 To indemnify and keep indemnified the Council from and against any and all loss damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Council resulting from a breach of this Agreement by the Consultant including:
- 8.6.1 any act neglect or default of the Consultant’s employees or agents;
- 8.6.2 breaches in respect of any matter arising from the supply of the Services resulting in any successful claim by any third party.
- 8.7 The Consultant shall not be liable to the Council for the death of or injury to the Council's employees or loss or damage to the Council’s property unless due to the negligence or other failure of the Consultant to perform its obligations under this Agreement or under the general law.

9. Data Protection

- 9.1 The Consultant shall comply in all respects with the provisions of the Data Protection Act 1998 ("the DPA") or any statutory modification or re-enactment thereof and will indemnify the Council against all actions costs expenses claims proceedings and demands which may be made or brought against the Council for breach of any statutory duty under the DPA which arises from the use disclosure or transfer of 'Personal Data' and or 'Sensitive Personal Data' as defined in the DPA by the Consultant.
- 9.2 The Consultant shall procure that its staff consent to the Council holding and processing data relating to them (if appropriate) for legal, personnel, administrative and management purposes and in particular to the processing of any Sensitive Personal Data (as defined in the DPA).

10. Variations

- 10.1 The Council may at any time require changes to the Services and the Specification by giving notice of the variation in accordance with this clause.
- 10.2 Following agreement with the Consultant, the parties shall be bound by any such variations, which may include but not be limited to additions, alterations, deletions, omissions, and substitutions, changes in quality, form, character, kind, timing and method. In particular, parts of the Specification may be deleted and the frequency or amount of the Services required may be altered.
- 10.3 A variation may amount to the deletion of any part of the Services as may be necessary for economic or budgetary reasons or for reasons of general policy. It is

agreed that the Council without further consultation may make this type of variation; however the Council undertakes not to vary the Services only for the purpose of placing the work with another consultant.

- 10.4 No variation shall be made by the Consultant without an order given in writing by the Council's Representative.
- 10.5 Notwithstanding clause 10.4 above; if for any reason the Council Representative, acting reasonably, shall find it necessary to give such an order orally in the first instance the Consultant shall comply with the oral order and the Council Representative, as soon as it is reasonably possible in the circumstances, shall confirm their oral order in writing.
- 10.6 No variation ordered in accordance with this clause shall in any way vitiate or invalidate this Agreement but the value (if any) of all such variations shall be taken into account in ascertaining the value of amount of the Consultancy Fees.
- 10.7 Any variations shall result in a pro-rata adjustment to the Consultancy Fee.
- 10.8 The Contractor shall supply free of charge estimates of the effects of any variations in service that may be reasonably required by the Council Representative.

11 Termination

- 11.1 The following obligations are conditions of this Agreement and any breach of them shall be deemed a fundamental breach which shall determine this Agreement immediately and the rights and liabilities of the parties shall then be determined in accordance with this clause 11:

11.1.1 failure on the part of the Council to make punctual payment of all sums due to the Consultant under the terms of this Agreement;

11.1.2 failure on the part of the Consultant to observe any obligation under this Agreement not requiring Notice to be served and in the case of obligations requiring Notice to be served, failure to comply with the terms of any Notice;

11.2 Bankruptcy / Liquidation

11.2.1 If the Consultant shall become bankrupt or have a receiving order made against him or shall present his petition in bankruptcy or shall make an arrangement or assignment in favour of his creditors or shall agree to perform the Services under a committee of inspection of his creditors or (being a corporation) shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or if the Consultant shall assign or sub-contract the whole of the Agreement or any part thereof without the consent in writing of the Council being first obtained or shall have an execution levied on his goods or if the Council

Representative shall certify in writing to the Council that in their opinion the Consultant:

- a. has abandoned the Agreement; or
- b. without reasonable excuse has failed to commence the Services in accordance with the Agreement or has suspended the performance of the Services for seven (7) days after receiving from the Council Representative notice to proceed; or
- c. despite previous warning by the Council Representative in writing is failing to proceed with the Services with due diligence or is otherwise persistently failing to perform his obligations under the Agreement.

11.3 Inducements

11.3.1 The Council shall be entitled to terminate this Agreement immediately and to recover from the Consultant the amount of any loss resulting from such termination if;

- a. the Consultant shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relation to the obtaining of this Agreement or any other agreement with the Council, or
- b. for showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any other agreement with the Council or any other Council, or
- c. if the like acts shall have by done by any person employed by the Consultant or acting on the Consultant's behalf (whether with or without the knowledge of the Consultant) or
- d. if in relation to this Agreement or any agreement with the Council any person employed by the Consultant or acting on the Consultant's behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward to any officer of the Council the receipt of which is an offence under section 117 (2) of the Local Government Act 1972.

11.3.2 For the purpose of this clause, the expression "loss" shall include the reasonable cost to the Council of the time spent by its officers in terminating this Agreement and in making alternative arrangements for the provision of the Services.

11.3.3 The Consultant shall not whether by themselves or by any person employed by them perform the Services solicit any gratuity or tip or any other form of money taking or reward, collection or charge for any of the Services.

12 Consequences of Termination

12.1 In the event of this Agreement being determined whether by the effluxion of time, Notice, breach or otherwise then:

12.1.1 as soon as practicable after any such determination the Council Representative shall fix and determine an amount (ex parte or by or after discussions with the Consultant or after having made such investigation or enquiries as they may think fit to make or institute), and certify such amount (if any) as at the time of determination had been reasonably earned by or would reasonably accrue to the Consultant in respect of Services actually undertaken by them under the Agreement;

12.1.2 the Consultant shall only be entitled to receive such sum or sums (if any) as the Council Representative may certify would have been due to him upon due completion.

12.2 If following determination of this Agreement by either party it is found that the Consultant is required to repay any sum(s) already paid to them for Services not yet rendered, then the Consultant shall upon demand repay to the Council the certified amount of such overpayment and it shall be deemed a debt due by the Consultant to the Council which shall be recoverable accordingly.

12.3 Either party shall be entitled to exercise any one or more of the rights and remedies given to it under the terms of this Agreement and the determination of this Agreement shall not affect or prejudice such rights and remedies and each party shall be and remain liable to perform all outstanding liabilities under this Agreement notwithstanding that the other may have exercised one or more of the rights and remedies against it.

12.4 Any right or remedy to which either party is or may become entitled under this Agreement or in consequence of the other party's conduct may be enforced from time to time separately or concurrently with any right or remedy given by this Agreement or now or afterwards provided for and arising by operation of law so that such rights and remedies are not exclusive of the other or others but are cumulative.

13 Force Majeure

13.1 Either party to the Agreement shall not be considered in breach of Agreement or under any liability whatsoever to the other party for the non performance, part performance or delay in performance of the Agreement which is caused as a result of force majeure, provided that the relevant factor or factors was not reasonably foreseeable at the time of Tender.

13.2 Force Majeure shall be any event beyond the control of the party or parties and shall include:

13.2.1 acts of God (such as hurricane landslides lightning earthquakes floods drought or other similar occurrences); or

- 13.2.2 any act of Government or the Queen's Enemies armed conflict or the consequences or the effect of armed conflict extortion sabotage terrorism; or
- 13.2.3 civil commotion public demonstration local combination or workmen, subcontractors/agency staff strikes or lock outs or other uncontrollable circumstances affecting any of the trade or suppliers employed by reason of provision of the Services; or
- 13.2.4 government pre-emption of materials or services in connection with a public emergency; or
- 13.2.5 explosion
- 13.3 Either party to the Agreement shall immediately notify the other of any actual or potential events or circumstances of force majeure, the likely length of time the Agreement will be disrupted, and the measures being taken to mitigate the adverse effects of force majeure on the Agreement.
- 13.4 In the event of circumstances for force majeure for any of the reasons stated in this clause the Consultant shall use their best endeavours to provide the best possible substituted Services as agreed with the Council until such time as normal Services can be resumed and the Council Representative shall agree payment for such substituted Services.
- 14 Dispute Resolution and Arbitration
- 14.1 Any dispute, difference or question between the parties to this Agreement with respect to any matter arising out of or relating to this Agreement which cannot be resolved by negotiation within a reasonable time (being no more than 28 days) and except insofar as may be otherwise provided in this Agreement, shall be referred to mediation or other alternative dispute resolution procedure agreed between the parties, each acting in good faith, or where the parties cannot agree such procedure or any aspect of it, assistance will be sought from the Centre for Dispute Resolution. In any such mediation the parties will each bear their own costs in relation to any reference to mediation and, unless otherwise agreed or directed by the mediator, the parties will share equally the costs of mediation. Use of mediation shall be without prejudice to the rights of the parties in all respects if the mediation does not achieve an agreed resolution of the dispute.
- 14.2 Where the parties fail to reach agreement by mediation then the dispute may be referred to arbitration under the provisions of the Arbitration Act 1996 (or any statutory re-enactment thereof) by a single arbitrator to be appointed by agreement between the parties or in default of agreement by the President for the time being of the Chartered Institute of Arbitrators ('the President')

14.3 The appointed arbitrator shall be entitled to make such decision or awards as the arbitrator thinks just and equitable having regard to the circumstances then existing, the cost of such arbitration to follow the event or in the event of neither party succeeding to be apportioned between the parties by the arbitrator in such proportion as he in his absolute discretion thinks fit.

14.4 The award of such arbitrator shall be final and binding upon the parties to this Agreement.

14.5 Unless this Agreement shall have already been determined or abandoned the Consultant shall in every case continue to proceed with the Services with all due diligence and the Consultant and the Council shall both give immediate effect to every such decision of the Council Representative unless and until the same shall be revised by agreement at mediation or by an arbitrator.

14.6 In any case where the President is not able to exercise the functions conferred on him by this clause the said functions may be exercised on his behalf by a Vice President for the time being of the said Institute.

15 Audit

15.1 The Consultant shall install, implement and operate throughout the Agreement Period such business systems and processes to the satisfaction of the Council to ensure that the Council is charged for and pays for only such amounts as it is obliged to do under the terms of the Agreement.

15.2 The Consultant shall permit the Council to have reasonable access at all times to the premises, facilities and relevant records of the Consultant.

16. Unlawful Discrimination and Human Rights

16.1 In pursuance of the Council obligations under the following Acts ("the Acts");

- the Human Rights Act 1998; and
- the Equality Act 2010

16.1.1 the Consultant and any sub-contractor employed by the Consultant shall adopt at no additional cost to the Council a written policy in order to better comply with the provisions of the Acts;

16.1.2 the Consultant shall upon the Council's reasonable request provide the Council with details relating to the Consultant's compliance with the Acts;

- 16.1.3 the Consultant shall ensure that neither it nor anyone acting on the Consultant's behalf discriminates directly or indirectly against any person because of their colour, race, sex, religion, nationality or national ethnic origin or does or permits any act or omission which results in or is likely to result in a breach of human rights in relation to recruitment, training, promotion, disciplining or dismissal of staff in the United Kingdom and in the provision of goods, facilities or services to the public in the United Kingdom in terms of the quality of, the methods of or by refusing or deliberately omitting to provide such goods facilities and services;
- 16.1.4 the Consultant must monitor and record details of any incident relating to unlawful discrimination which shall be available for inspection by the Supervising Officer who has given reasonable notice of such a request
- 16.2 In the event of any allegation or finding of unlawful discrimination or breach of human rights which relates to the conduct of the Consultant (or its agents employees or sub-contractors) in connection with this Agreement, the Consultant shall inform the Council of this finding and shall take appropriate steps to eliminate or prevent repetition of any unlawful discrimination or breach of Human Rights and comply with any order or finding forthwith.
17. Prevention of Bribery and Corruption
- 17.1 The Consultant warrants and undertakes to the Council that:
- 17.1.1 it will comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 201 and will not give any fee or rewards the receipt of which is an offence under sub-section (2) of section 117 of the local Government Act 1972;
- 17.1.2 it will procure that any person who performs or has performed services for or on its behalf ("Associated Person") in connection with the provisions of the Services complies with this clause 17.1.1.
- 17.1.3 it will not enter into any agreement with any Associate Person in connection with this Agreement, unless such agreement contains undertakings on the same terms as contained in this clause 17.1.
- 17.1.4 it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Agreement;
- 17.1.5 from time to time, at the reasonable request of the Council it will confirm in writing that it has complied with the undertakings under this clause 17.1 and will provide any information reasonable requested by the Council in support of such compliance;
- 17.1.6 it shall notify the Council as soon as practicable of any breach of any of the undertakings contained within this clause of which it becomes aware.

18 Entire Agreement

This Agreement between the Consultant and the Council is the entire agreement relating to the provision of the Services by the Consultant to the Council and it supersedes and cancels all prior agreements whether formal or informal relation thereto.

19 Sufficiency of Rates

The Consultant shall be deemed to have been satisfied before submitting their tender as to the correctness and sufficiency of his rates and prices which shall (except in so far as it is otherwise provided for in the Agreement) cover all his obligations under the Agreement.

20 Notices

20.1 Where any provision of this Agreement requires a party to give notice to the other then it shall be deemed to have been properly served if:

20.1.1 In the case of the Council the notice is sent by first class post to its office at Civic Centre, Castle Hill Avenue, Folkestone, Kent, CT20 2QY or handed to the receptionist at that address and in all cases marked for the attention of the Council Representative or their nominated deputy;

20.1.2 In the case of the Consultant the notice is sent by first class post to their registered office or if different, to the address shown in this Agreement or is handed in at such address;

20.1.3 Notices shall be deemed served three (3) days after they have been posted in the case of service by post or at the time of delivery in the case of personal service.

20.2 For the avoidance of doubt service of a notice by e-mail or facsimile will not be accepted by the Council as valid service.

21 Costs

Each of the parties shall pay all costs and expenses incurred by it in connection with all activities / processes associated with bidding for and preparing to enter into this Agreement with the other party.

22. Assignment

The Consultant may not assign or purport to assign the benefit of this Agreement or subcontract this Agreement in part or whole without the prior written consent of the Council.

23. Change of Contact Details

Each of the parties shall give notice to the other of the change or acquisition of any postal address, e-mail address or telephone or similar number at the earliest possible opportunity but in any event within 48 hours of such change or acquisition taking place.

24. Rights Cumulative

All rights granted to either of the parties shall be cumulative and no exercise by either of the parties of any right under this Agreement shall restrict or prejudice the exercise of any other right granted by this Agreement or otherwise available to either party.

25. Warranty

Each of the parties warrants its power to enter into this Agreement and that they have obtained all necessary approvals to do so.

26. Waiver

26.1 The granting by either party of any time or indulgence in respect of any term of this Agreement by the other shall not be deemed a waiver of such breach.

26.2 The waiver by either party of any breach or term of this Agreement by the other shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

27. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such a provision shall (so far as invalid or unenforceable) be given no effect and shall be deemed to be excluded from this Agreement, but without invalidating any of the remaining provisions of this Agreement. The Parties shall use all reasonable endeavors to replace the invalid or unenforceable provision with a valid provision, the effect of which is as close as possible to the intended effect of the provision so excluded.

28. Supersedes Prior Agreements

This Agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the Commencement Date but without prejudice to any rights which have already accrued to either of the parties.

29. Survival of Terms

No term shall survive expiry or termination of this Agreement unless expressly provided for within this Agreement.

30. Rights and Duties Reserved

All rights and duties which the Council has as a Local Authority or which the Council's Officers have as Local Authority Officers are expressly reserved.

31. Governing Law

This Agreement shall be governed by and construed in accordance with the law of England and the parties agree to submit to the exclusive jurisdiction of the English Courts.

32. Third Party Rights

Save in relation to any successors and permitted assignees the Parties hereby agree a person or entity who is not a party to this Agreement may not enforce its terms under the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS whereof the parties have executed this Deed the day and year first
before written

**THE COMMON SEAL of THE
DISTRICT COUNCIL OF SHEPWAY**
was hereunto affixed in the presence of:

}

Authorised Signatory

EXECUTED as a **DEED** for and on
behalf of **PLAN B** by:

}

Director/ Secretary

Director

Print Name

Print Name

APPENDIX 1

Award criteria

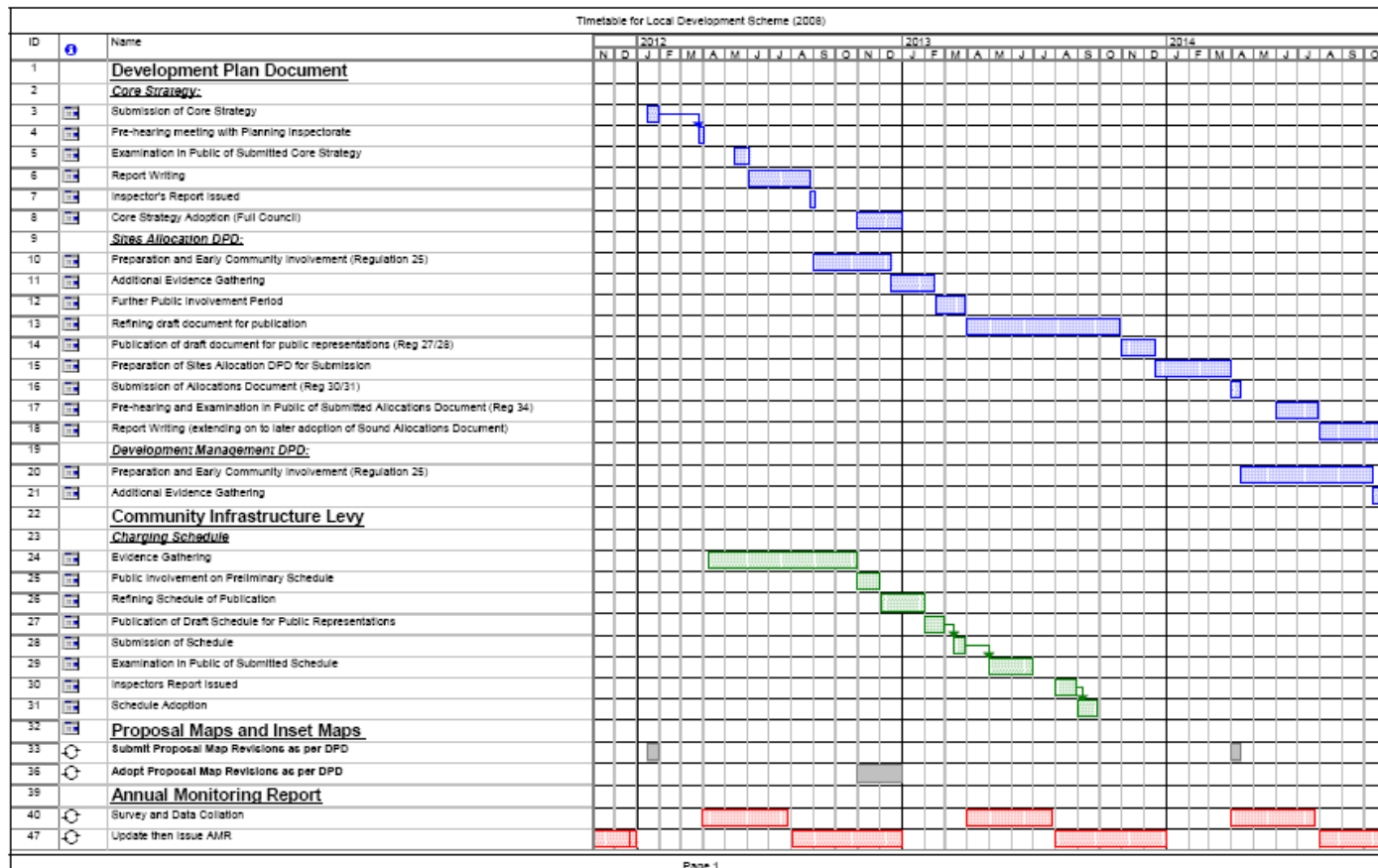
AWARD CRITERIA

QUALITY SCORES,					
CONSULTANT.....					
Quality criteria	Quality Threshold	Criteria weight	Score	QT reached ?	Weighted score
Methodology	50	10			
Experience of similar consultancy work	75	25			
Personnel	50	20			
References	75	15			
Interview	50	30			
Totals		100			
Is overall quality threshold reached?					

APPENDIX 2

Development Plan Document timetable

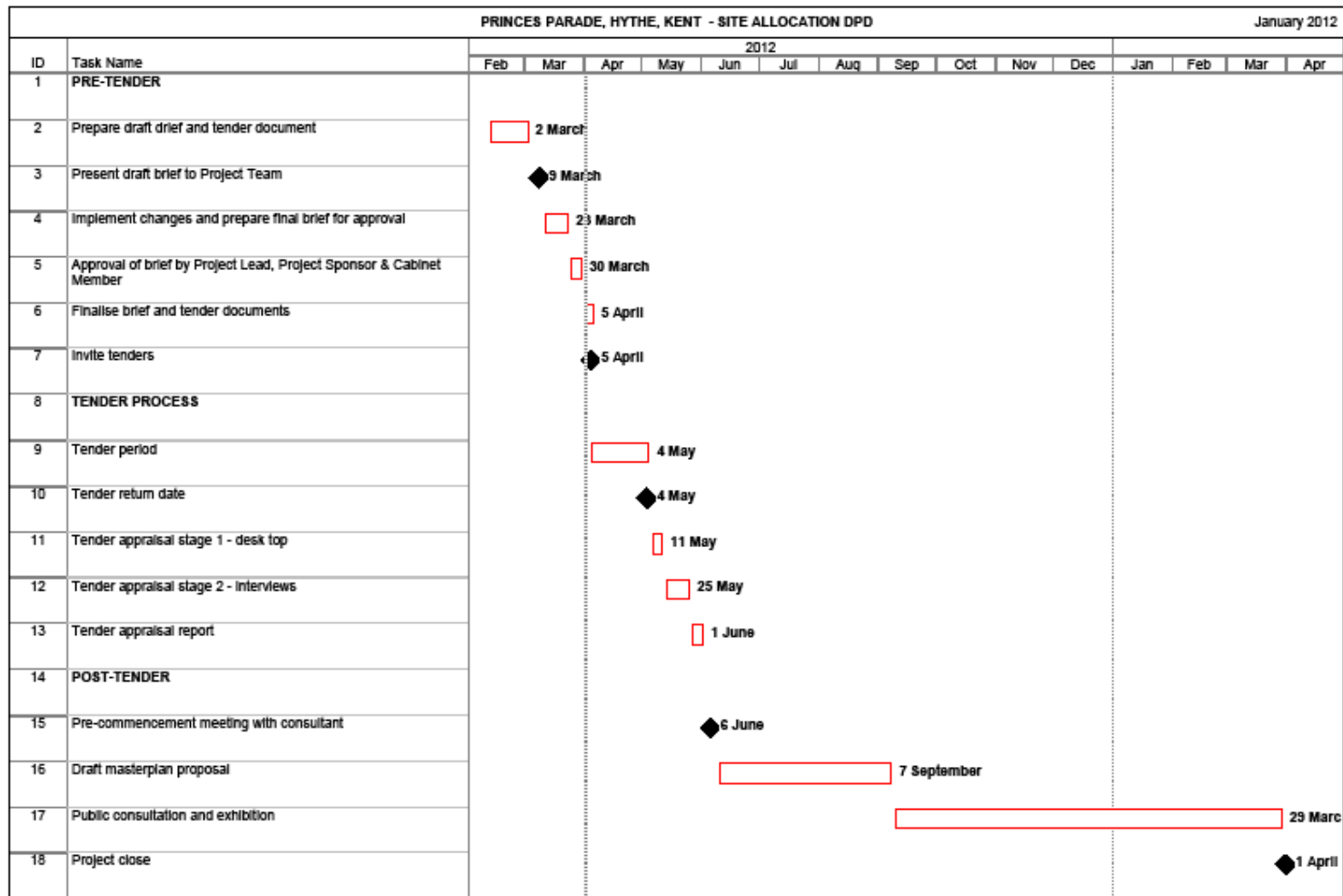
Development Plan Document (2)



APPENDIX 3

Indicative project timetable

**SHEPWAY DISTRICT COUNCIL – PRINCES PARADE, HYTHE, KENT – SITE ALLOCATION DPD
CONSULTANT’S BRIEF**



APPENDIX 4

Reference proforma

REFERENCES

The Council will take up references from no less than (3) three of the companies the Consultant has listed.

The Consultant should ensure that the companies listed are willing to provide a reference for and also that the listed companies are willing to discuss the Consultant's past / current performance with the Council.

The Council reserves the right to contact any or all of these companies for a reference.

APPENDIX – CONTRACT SUMMARY TABLE

	Employer Details (including full contact details) e.g. Name – Position Address Telephone Number / E-mail	Contract Title	Contract Value (£GBP)	Contract Duration (state the start date and the actual / expected end date)			Brief Description of Contract (please outline what you were / are required to do, and indicate if this was / is provided on a sub-contracting basis or not)	Employee Commitment If the Contract is ongoing, are any of the employees you propose to use to deliver the Requirement involved with these ongoing contracts?	
				Start Date	End Date	Expected End Date		Yes / No	How many?
1.									
2.									
3.									

**SHEPWAY DISTRICT COUNCIL – MARINE PARADE, HYTHE, KENT – SITE ALLOCATION DPD
CONSULTANTS BRIEF**

4.									

TECHNICAL REFERENCE FOR SHEPWAY DISTRICT COUNCIL

Please complete this reference questionnaire regarding the works / supply (goods) /services provided to you by;
[NAME OF CONTRACTOR] ("the Contractor")

The information provided within this reference questionnaire will, so far as the law allows, be held confidential and will not be passed onto third parties.

REFEREE DETAILS

Name / Job Title: _____

Organisation: _____

Address: _____

Telephone: _____

E-mail: _____

Scoring Methodology	Poor	Fair	Average	Good	Excellent
Marks for each category	1	2	3	4	5

In terms of quality and the contractor's performance how do you rate the following?
(Please shade or bold the appropriate score)

CONTRACT MANAGEMENT

How good was the Contractor's general management of the contract, works or provision of service?

1	2	3	4	5
---	---	---	---	---

**SHEPWAY DISTRICT COUNCIL – MARINE PARADE, HYTHE, KENT – SITE ALLOCATION DPD
CONSULTANTS BRIEF**

How well did they understand your objectives and requirements?

1	2	3	4	5
---	---	---	---	---

How good was their ability to identify, anticipate and resolve problems?

1	2	3	4	5
---	---	---	---	---

How flexible was the Contractor in dealing with variations?

1	2	3	4	5
---	---	---	---	---

1	2	3	4	5
---	---	---	---	---

FINANCIAL CONTROL

How successful was the Contractor at working within the limitation of your organisation's identified budget?

1	2	3	4	5
---	---	---	---	---

How efficient were their invoicing systems?

1	2	3	4	5
---	---	---	---	---

How enthusiastic is / has the Contractor been towards suggesting efficiencies / opportunities which might generate financial savings?

1	2	3	4	5
---	---	---	---	---

PERFORMANCE

How would you score the service that you are receiving / have received from the Contractor?

1	2	3	4	5
---	---	---	---	---

How successful is / was the Contractor in their ability to make and keep appointments?

1	2	3	4	5
---	---	---	---	---

How successful is / was the Contractor in keeping clients informed during the contract, works or provision of services?

1	2	3	4	5
---	---	---	---	---

**SHEPWAY DISTRICT COUNCIL – MARINE PARADE, HYTHE, KENT – SITE ALLOCATION DPD
CONSULTANTS BRIEF**

How happy are you with the Contractor's general attitude towards clients and or members of the public?

1	2	3	4	5
---	---	---	---	---

How successful is / has the Contractor been in meeting deadlines / performance targets and keeping you informed?

1	2	3	4	5
---	---	---	---	---

How successful is / has the Contractor been at ensuring an adequate level of staffing is / was maintained throughout the Contract?

1	2	3	4	5
---	---	---	---	---

How co-operative has the Contractor been with you?

1	2	3	4	5
---	---	---	---	---