



WELBECK STRATEGIC LAND LLP

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Ben Thomas
i-Transport LLP
Grove House
Lutyens Close
Chineham Court
Basingstoke
Hampshire, RH24 8AG

Our Ref: AH/GI
16 October 2017

Dear Ben

Land at Gillingham – Transport Professional fees

Further to our discussions, I write to confirm the agreed basis for the engagement between Welbeck Strategic Land LLP (the "**Client**") and i-Transport LLP (the "**Consultant**"), in respect of Land at Gillingham (the "**Project**").

The Terms and Conditions applicable to the engagement are attached to this letter.

The agreed fee is set out in Schedule 1 attached to the Terms and Conditions of Engagement. The fee is to be paid in accordance with clause 3 of the Terms and Conditions.

Any additional fees in connection with this project will also be appended to Schedule 1 and paid in accordance with the Terms and Conditions of Engagement.

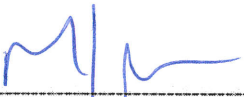
You are to maintain professional indemnity insurance in an amount of not less than £2 million in accordance with clause 4 of the Terms and Conditions of Engagement.

I trust that this fully sets out the agreed basis for your engagement and would be grateful if you would sign the enclosed copy of this letter on behalf of i-Transport LLP confirming your acceptance to these Terms and Conditions.


Yours sincerely

Andrew Hodgson
Welbeck Strategic Management LLP
For and on behalf of Welbeck Strategic Land LLP
Encs.

We accept the Terms and Conditions of the engagement as described in this letter and enclosures.



Signed for and on behalf of i-Transport LLP



Name of person signing for and on
behalf of i-Transport LLP (printed)

TERMS AND CONDITIONS OF ENGAGEMENT OF CONSULTANTS

DEFINITIONS

In these Terms and Conditions, unless the context otherwise requires, the following words bear the following meanings:

"Client" means the person identified as the Client in the Letter;

"Consultant" means the person identified as the Consultant in the Letter;

"Fee" means the consideration for the Services identified in the Letter;

"Letter" means the covering Letter accompanying these Terms and Conditions;

"Project" means the project identified in the Letter;

"Services" means the services relating to the Project to be carried out by the Consultant identified in the Letter, as amended from time to time in accordance with these Terms and Conditions; and

"Terms and Conditions" means the terms and conditions set out below and other documents or parts of other documents expressly referred to in them.

1. ENGAGEMENT AND PROVISION OF SERVICES

- 1.1 The Client confirms the engagement of the Consultant and the Consultant confirms its agreement to act in relation to the Project on these Terms and Conditions.
- 1.2 The Consultant shall carry out the Services and the obligations of the Consultant in accordance with these Terms and Conditions and all reasonable written instructions of the Client.
- 1.3 The Client may by written instruction to the Consultant amend the Services whether by omission, addition or alteration.

2. STANDARD OF CARE

- 2.1 The Consultant warrants that it shall exercise in the performance of the Services the reasonable skill, care and diligence to be expected of professionally qualified and competent members of the Consultant's profession experienced in carrying out work of a similar size, scope, nature, complexity and purpose to the Project.
- 2.2 The Consultant warrants that it shall exercise the reasonable skill, care and diligence required by clause 2.1 to carry out the Services in accordance with all applicable legislation.

3. THE FEE AND TERMS OF PAYMENT

- 3.1 The Client agrees to pay to the Consultant as full remuneration for the Services the fee set out in the Letter.
- 3.2 Subject to clause 9, the Consultant shall submit tax invoices (showing amounts and supported by such documents, vouchers and receipts as shall be necessary for checking the same) to the Client when any amounts are due to the Consultant in respect of the Services, but not more frequently than the instalments specified in the Letter.
- 3.3 The due date for payment will be the date when the Client receives the relevant tax invoice (the **"Due Date"**).
- 3.4 Within 5 days of the Due Date the Client will give the Consultant a notice specifying the sum that the Client considers to be due at the Due Date and the basis on which that sum was calculated.

- 3.5 In the event that the Client fails to provide the Consultant with a notice as specified in clause 3.4 above, the Client shall accept the sum specified within the Consultant's invoice in accordance with clause 3.2 as the sum due.
- 3.6 The final date for payment shall be 30 days from the Due Date.
- 3.7 The Client shall pay to the Consultant the total amount of Value Added Tax properly chargeable by the Consultant on the supply to the Client of the Services.
- 3.8 The Client may issue a 'pay less notice' pursuant to Section 111 of the Housing Grants, Construction and Regeneration Act 1996 (as amended by Part 8 of the Local Democracy, Economic Development and Construction Act 2009) no later than 1 day before the final date for payment specified in clause 3.6.
- 3.9 The Fee shall be adjusted in the event of any amendment to the Services pursuant to clause 1.3 in accordance with any provisions for adjustment set out in the Letter, otherwise on a fair and reasonable basis taking account of the amount and make-up of the Fee prior to amendment.
- 3.10 The Fee shall be inclusive of all expenses and disbursements; exclusive of VAT which shall be added at the prevailing rate; and exclusive of any statutory and local authority fees (which shall be the responsibility of the Client).

4. PROFESSIONAL INDEMNITY COVER

You warrant that you will take out and/or maintain professional indemnity insurance with a limit of indemnity of not less than £2,000,000 (two million pounds) for each and every claim arising out of any one event (but you are not required to take out or maintain insurance for pollution, contamination, seepage, asbestos or date recognition claims) until the expiry of 6 (six) years from the date of the completion of the Services (or, if sooner until six years after the termination of your employment under the Appointment) provided such insurance is available at commercially reasonable rates and terms. If for any period such insurance ceases to be available to your profession or trade at commercially reasonable rates and viable terms you shall forthwith inform us and shall obtain in respect of that period such reduced cover (if any) as is available to you at commercially reasonable rates and as it would be prudent and reasonable for you to accept.

5. DUTY OF CARE TO THIRD PARTIES

The rights set out in the Third Party Rights Schedule (set out in Schedule 2) shall vest in a:

- (a) landowner from time to time of the whole or any part of the Project or
- (b) first purchaser of the of the whole or any part of the Project and any second purchaser (being a party purchasing the whole or any part of the Project from the first purchaser); or
- (c) first tenant of the of the whole or any part of the Project and any second tenant (being a party leasing the whole or any part of the Project from the first purchaser); or
- (d) (to the extent they are not so entitled pursuant to limb (b) above), any affordable housing provider with an interest in the whole or any part of the Project;

on the date of receipt by the Consultant of the Client's notice to that effect, stating the name of the landowner, purchaser, tenant or affordable housing provider and his interest in the Project.

6. SUBLETTING

The Consultant shall not be entitled to sublet the performance of the Services without the prior written consent of the Client. If the Client does consent to any subletting the Consultant shall remain responsible for the performance of the sublet Services.

7. ASSIGNMENT

The Client may without the consent of the Consultant, assign its benefit and rights under these Terms and Conditions and the Letter:

- (a) to any group company of the Client (meaning a subsidiary of the Client, a holding company of the Client or a subsidiary of a holding company of the Client); and /or
- (b) as security to any person having or acquiring a mortgage or charge over the Project or any part of it (and such rights may be reassigned on redemption); and/or
- (c) by way of absolute legal assignment to another company ("P1") and by P1 by way of absolute legal assignment to another person ("P2")

Thereafter any assignment shall only be permitted with the consent of the Consultant.

The Client shall provide written notice to the Consultant following any assignment.

8. COPYRIGHT

Copyright in all documents prepared by or for the Consultant in connection with the Project and in any designs depicted in and works executed from these documents shall, unless otherwise agreed, remain the property of the Consultant but the Consultant hereby grants to the Client a non-exclusive, irrevocable, royalty free, transferable licence to copy, use and publish such documents (including copies thereof) and the right to grant sub-licences in respect of the same for any purpose connected with the Project. Such licence shall enable the Client to copy and use the Documents for the extension of the Project but such use shall not include a licence to reproduce the designs contained therein for any extension of the Project. The Consultant shall not be liable for any misuse of the documents by the Client.

9. TERMINATION

- 9.1 The Client may, in addition to any other rights and remedies it may have, terminate the Consultant's engagement upon giving seven days' written notice.
- 9.2 If the Client terminates the Consultant's engagement because it has not carried out its obligations, it shall not be obliged to make any further payments to the Consultant, whether or not any payments have been invoiced, and the Client reserves its right to recover from the Consultant any loss or damage which it incurs as a result of any default.
- 9.3 If the Client terminates the Consultant's engagement for any reason other than the default of the Consultant, then it shall pay to the Consultant a fair and reasonable amount for the Services carried out up to the date of termination but nothing more.

10. APPROVALS

No consent, approval or act or omission of the Client shall of itself relieve the Consultant of its obligations.

11. CONFIDENTIALITY

- 11.1 Subject to clause 11.2, the Consultant shall not disclose any confidential information of which it has or may in the course of its engagement become possessed relating to the Client, customers of the Client and/or the Project.
- 11.2 The restrictions contained in clause 11.1 shall not apply to any disclosure made:
 - (a) to the Consultant's professional advisers; or
 - (b) to the Consultant's and/or Client's insurers and/or insurance brokers.

12. **NOTICES**

Any notice to be given hereunder shall be in writing and shall be deemed to be duly given if it is delivered by hand at or sent by registered post or fax to the addresses of the parties identified in the Letter or other business addresses for the time being. In the case of notices sent by registered post the same shall be deemed to have been received two working days after being posted.

13. **HEADINGS**

Headings to clauses are for convenience only and do not affect the interpretation of these Terms and Conditions.

14. **LAW**

These Terms and Conditions and all matters relating thereto shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

15. **SCOPE OF AGREEMENT**

These Terms and Conditions shall constitute the entire agreement between the parties in respect of the Project.

16. **ADJUDICATION**

16.1 Any dispute shall be referred to adjudication in accordance with this clause. No party shall take any steps in any proceedings or arbitration beyond the issue of a claim form or the giving of a notice of arbitration until an adjudicator has delivered his decision on the dispute to all the parties.

16.2 The referring party shall request the President of the Royal Institution of Chartered Surveyors or his representative to nominate an adjudicator.

16.3 The provisions of Part I of the Schedule to the Scheme for Construction Contracts (England and Wales) Regulations 1998 (SI 1998/649), as amended by the Scheme for Construction Contracts (England and Wales) Regulations 1998 (Amendment) (England) Regulations 2011 (SI 2011/2333) (as further amended from time to time) shall apply subject to the provisions of this clause 16.

17. **LIMITATION OF LIABILITY**

It is agreed that your liability under or in connection with this Appointment (and for any services carried out by i-Transport LLP in respect of the Development, whether under this Appointment or not) shall be limited to a maximum of £2,000,000 for any occurrence or series of occurrences arising out of any one event except in respect of any claims related to contamination, pollution, seepage or asbestos ("Contamination Claims") where you will have no liability as you will have relied on other consultants (as will we) with regard to matters related to Contamination Claims and it is acknowledged that you have no insurance in respect of Contamination Claims

Any claim of any kind arising out of or in connection with this Appointment shall be brought only against i-Transport LLP (the contracting party) and no claims in respect of this Appointment or any services carried out by i-Transport LLP in respect of the Development (whether under this Appointment or not) will be brought personally against any of the members, partners or employees of i-Transport LLP involved in the provision of the Services. We acknowledge that such individuals are entitled to enforce this term of the Appointment pursuant to the Contracts (Rights of Third Parties) Act 1999,

It is agreed that no actions or legal proceedings may be brought by either party after the expiry of 6 (six) years from the date of the completion of the Services.

18. **THIRD PARTY RIGHTS**

18.1 Save for the rights of landowners, purchasers or tenants as take effect pursuant to clause 5, no person may enforce any of these Terms and Conditions and/or the provisions set out in the Letter by virtue of the Contracts (Rights of Third Parties) Act 1999.

18.2 The rights of the Client and/or the Consultant to:

- (a) terminate the Consultant's employment under these Terms and Conditions, or to agree to rescind these Terms and Conditions; or
- (b) agree to amend or otherwise vary or to waive any terms of these Terms and Conditions; or
- (c) agree to settle any dispute or other matter arising out of or in connection with these Terms and Conditions, in each case in or on such terms as they shall in their absolute discretion think fit,

shall not be subject to the consent of any landowner, purchaser or tenant.

SCHEDULE 1

The Services and Fee

The Services and Fee are described in the letter from Ben Thomas of i-Transport LLP to Andrew Hodgson of Welbeck Strategic Management LLP for and on behalf of Welbeck Strategic Land LLP dated 12 October 2017 attached hereto.

SCHEDULE 2

Third Party Right Schedule

Particulars

Client: [Identity and registered office]

Consultant: [Identity and registered office]

Beneficiary: [Identity and registered office]

Consultancy Agreement by which Client approved [date]
Consultant:

Project: [details]

Operative Provisions

1. The Consultant warrants that it has complied with and shall continue to comply with its obligations under the Consultancy Agreement provided that it shall owe no greater obligations to the Beneficiary than it would have owed if the Beneficiary had been named joint client under the Consultancy Agreement with the Consultant owing its duties thereunder to each client separately. The Consultant shall be entitled in any action or proceedings by the Beneficiary to rely on any limitation in the Consultancy Agreement and to raise the equivalent rights in defence of liability (save in respect of set-off and counterclaim) as it would have against the Client under the Consultancy Agreement.
2. Copyright in all documents prepared by or for the Consultant in connection with the Project and in any designs depicted in and works executed from these documents shall, unless otherwise agreed, remain the property of the Consultant but the Consultant hereby grants to the Beneficiary a non-exclusive, irrevocable, royalty free, transferable licence to copy, use and publish such documents (including copies thereof) and the right to grant sub-licences in respect of the same for any purpose connected with the Project including without limitation its sale, letting, use, maintenance, redesign, repair, reinstatement, advertisement, marketing, alteration, extension, renewal, redevelopment or refurbishment and the Consultant agrees not to assert any moral rights in such documents or the Project granted pursuant to the Copyright, Designs and Patents Act 1988 or any statutory re-enactment or modification thereof. Such licence shall enable the Beneficiary to copy and use the Documents for the extension of the Project but such use shall not include a licence to reproduce the designs contained therein for any extension of the Project. The Consultant shall not be liable for the use of such documents for a purpose other than that for which they were prepared.
3. The Consultant shall maintain professional indemnity cover with reputable insurers based in the UK without any unusually onerous conditions with a limit of indemnity of not less than the amount specified in the Consultancy Agreement for each and every claim for a period from the commencement of its obligations under the Consultancy Agreement to the expiry of a period of six years from the date of practical completion of the Project provided that such insurance remains available at commercially reasonable rates. The insurance shall cover claims hereunder arising out of the performance of the Consultant's duties under the Consultancy Agreement. The Consultant shall produce to the Beneficiary at its request a brokers covernote evidencing the insurance arrangements described herein within 7 days of being so required.
4. The Beneficiary may assign all or any part of the benefit of and rights under this Schedule, without the Consultant's consent:
 - (a) to an Associated Company at any time and;

- (b) as security to any person having or acquiring a mortgage or charge over the Project or any part of it (and such rights may be reassigned on redemption); and/or
- (c) by way of absolute legal assignment to another company ("P 1") and by P1 by way of absolute legal assignment to another person ("P2")

Thereafter, any further assignments shall be with the Consultant's consent.

For the purposes of this clause 4, "Associated Company" means in respect of a relevant company, a company which is a subsidiary, a Holding Company (as that term is described in Section 1159 of the Companies Act 2006) or a company that is a subsidiary of the ultimate Holding Company of that relevant company.

- The Beneficiary shall provide written notice to the Consultant following any assignment.

Mr A Hodgson
Welbeck Strategic Land
13 Woodstock Street
London
W1C 2AG

Our Ref: BT/ITB13010
Date: 12 October 2017

BY POST AND EMAIL

Dear Andrew

Gillingham SSA Central Parcel – Transport Profesional Fees

Further to our meeting on 11 October 2017, we set out below the transport matters that will need to be dealt with in supporting an outline application on the above site. I set out our proposed approach to the project and, on this basis, have estimated our likely fees.

The central parcel of the Gillingham SSA is likely to accommodate approximately 960 dwellings and we understand your intention is to submit an outline application in November 2017. As you know, we have now submitted draft versions of the transport chapter of the site wide Environmental Statement, Transport Assessment and Travel Plan for the full allocation.

It is envisaged the application will include the site wide Transport Assessment along with a smaller application specific Transport Statement setting out clearly the transport infrastructure requirements of your application, and how it fits with the wider site, in order that the application can be determined.

As you know, we have a separate budget to provide transport input on the masterplan and this should be broadly sufficient to cover the small amount of additional site layout advice that we will need to provide, including reviewing the parameter plans.

Proposed Approach

Against this background, our input will be required on the following work streams:

- i) Transport Statement to support site specific application;
- ii) Travel Plan to support site specific application; and
- iii) Meetings.

Transport Statement

1. Preparation of Transport Statement report to support the planning application, which is likely to be structured as follows:

- Introduction / Background;
- Development Proposal;
- Policy Requirements of Gillingham SSA, as set out in Policy 21 of North Dorset Local Plan 2011 to 2026 Part 1;
- Summary of site-wide transport assessment, including off-site traffic impacts;
- Summary of site-wide package of transport improvements;
- Compliance with overarching site-wide assessment – setting out any non-material changes, i.e. changes to floor areas at the local centre, and any implications to the assessment carried out;
- Parcel specific site access arrangements;
- Parcel specific transport infrastructure requirements; and
- Summary and Conclusions.

Travel Plan

2. Preparation of Travel Plan to support the planning application, which is likely include the following:
 - Summary of site-wide package of soft and hard infrastructure measures; and
 - Parcel specific soft and hard infrastructure measures and framework for implementation;
 - Site specific travel plan co-ordinator role; and
 - Site specific monitoring regime.

Meetings

3. Attendance at the Team Meeting (11 October 2017) – already undertaken (we will only charge for one attendee from i-Transport); and
4. Pre-Submission Team Meeting on 26 October 2017 (we will only charge for one attendee from i-Transport).

Fees

It is our normal policy to charge for our input on a time plus out of pocket expenses basis against an agreed budget using the schedule of hourly rates set out in the enclosed Standard Conditions of Contract. On the basis of the above actions, we estimate that our fees will be as follows (all figures exclude disbursements and VAT):

- | | | |
|-----------------------|---|-------------|
| • Transport Statement | - | £5,500; |
| • Travel Plan | - | £1,500; and |

- Meetings - £695 (per meeting).

Any post application negotiations (the need for which is unknown at this stage) have been excluded from this fee proposal. There may also be other site layout matters that require transport input which are unknown at this stage and therefore are excluded from this proposal.

Expenses will be charged in addition to our professional fees and will consist of travel and reproduction costs, printing / binding, photocopying and any other out-of-pocket expense necessarily incurred in undertaking the above tasks.

Any services which i-Transport LLP undertakes pursuant to this fee proposal shall be subject to our Conditions and you agree to be bound by such conditions should we provide any services at your request.

Lastly, thank you for providing us with the opportunity of submitting a fee proposal for this work. I trust this letter clearly explains the proposed approach and that the fee proposal is acceptable to you. Please do not hesitate to contact me if you have any queries or wish to discuss any aspect of this letter in more detail.

Yours sincerely



BEN THOMAS
Associate Partner
for i-Transport LLP

(email: ben.thomas@i-transport.co.uk)

Enc: Standard Conditions of Contract (B)
HSE Leaflet