

# **East Cambridgeshire & Fenland Water Cycle Study (Outline & Detailed Phases) & Level 1 SFRA**

## **Tender Specification**

### **PART 1: PROJECT CONTEXT**

#### **1.0 Project Vision**

- 1.1.1 The challenges of growth and climate change require all partners in Cambridgeshire to take an integrated approach to the management of the water environment. Our vision is to aspire towards water neutrality for new developments (residential and commercial), meeting EU Water Framework Directive targets and ensuring sustainable flood risk management.

Collaborative planning and partnership working with developers and key partners must underpin this and within this behavioural change will need to be supported. Cambridgeshire Horizons therefore wishes to appoint a consultant to undertake a combined outline (phase 1) and detailed (phase 2) Water Cycle Study including a Level 1 Strategic Flood Risk Assessment (SFRA) for East Cambridgeshire and Fenland.

The overall aim of the project is to identify a clear programme of required water services infrastructure and its implementation to support the delivery of sustainable growth up to 2031. The programme will need to include review periods and a clear programme for managing flood risk in the two districts. The project will enable the growth planned for East Cambridgeshire and Fenland to 2021 to be in line with the Regional Spatial Strategy (RSS) and to set the 'water management' context for growth for a further period of ten years to 2031 as suggested through the ongoing RSS review.

- 1.2 Achieving water neutrality is a challenging concept that will require sustained investment over a number of years in both new developments and existing stock. For the purposes of this study the focus will be on an incremental approach that enables

- New developments to achieve high standards of water efficiency and water quality
- Achieve and promote mechanisms to reduce water demand,
- Promote the water conservation hierarchy of reduce and re-use as a model for new developments
- Work with and support developers as they look to achieve level 5 and 6 of the Code for Sustainable Homes up to 2016 and thereafter.
- Future proofing new developments through the provision of upfront infrastructure avoiding more costly retrofit options (Invest to Save options)

This study must consider how water services infrastructure may change in terms of provision and function if water neutrality is our target. We also need to ensure that infrastructure provision is timely and adequate to meet the demands that may be placed upon it by the growth agenda.

1.3 Equally important for the study area, is the need to progress towards more sustainable drainage systems. It is vital that we reduce the impact on river networks and flood prone areas, minimise the need for large-scale infrastructure, and protect and promote biodiversity enhancement, green infrastructure as a key mechanism to manage water and distinctive local design solutions. All partners are aware that whilst technical and engineering solutions can be deployed to support the water requirements for growth, it is important to understand the impacts of these solutions on the existing environment.

1.4 The project is to be run in **two stages** involving **three deliverables**:

- **Stage 1**: This will deliver a **Level 1 SFRA**, reviewing the previous PPG compliant SFRAs for the study area, using the relevant information found in the Scoping Report and ensuring compliance with PPS25. The outputs from this, plus the findings of the already-completed scoping study will be fed into the **Outline (Phase 1) Water Cycle Study**; this will identify the key constraints to delivering growth and set the scope for the final stage of the project, the detailed (Phase 2) study.
- **Stage 2**: This stage will deliver a **Detailed (Phase 2) Water Cycle Study**; identifying the solutions and options to the issues identified in the Phase 1 study, to inform a programme of water services infrastructure.

The project will need to be planned around these three key milestones to ensure that its findings are built into planning policy as appropriate. The completed study will identify the key barriers to delivering growth in East Cambs & Fenland, proposing deliverable solutions as part of a costed programme of infrastructure delivery.

1.5 The Level 1 SFRA should provide a detailed and robust assessment of the nature and extent of flooding in each district to enable growth to be steered away from areas at high risk of flooding. It is also expected that where Level 2 SFRAs are required that this study highlights this as early as possible in the process.

1.6 The Water Cycle Study brings together stakeholders to identify the constraints and opportunities to the strategic delivery of water resource needs, water treatment, water quality, flood risk management, integrated water management and sustainable drainage systems for East Cambs and Fenland.

This will ensure:

- Water services infrastructure is provided in a timely manner to support the housing, employment and related services to support the growth planned for the region to 2021 and provide the longer term context for development until 2031
- There is a strategic programme for delivery of key infrastructure and estimates of costs
- There is a strategic approach to the management and usage of water
- That development is only permitted where environmental capacity exists

- That the required steps are identified to deliver our aspiration of water neutrality
- Impacts on the study area from all relevant catchments (including ground water) and their growth are assessed in order to provide a holistic picture of water management in East Cambs and Fenland.
- Development is located away from areas at highest flood risk

## 2.0 Background to East Cambridgeshire and Fenland

### Study Area

- 2.1 The strategy is to look at the districts of East Cambridgeshire and Fenland (whilst also giving consideration to receiving watercourses in neighbouring districts); this includes the market towns of March, Whittlesey, Chatteris and Littleport plus the city of Ely.
- 2.2 The market town of Wisbech is **not** to be addressed when considering Fenland in this study, as this site has recently undertaken a PPS25-compliant Level 2 SFRA, and is being considered as part of the Phase 2 Study, Water Cycle Strategy for King's Lynn and West Norfolk Borough Council. However the results of the work for King's Lynn and West Norfolk will need to be presented and incorporated into all phases of this study. Close liaison with the consultants producing the Water Cycle Study for Kings Lynn and West Norfolk will therefore be essential.
- 2.3 East Cambridgeshire is a predominantly rural district located to the north-east of the city of Cambridge. The district contains two market towns and Ely, and a large number of villages and hamlets. The northern area is mainly low-lying fenland, although many of the settlements are located on higher ground on the old 'islands' in the fen. The southern part of the district, bordering the edges of Newmarket, is more elevated chalk and heath land. Natural and man-made rivers form several of the district's boundaries. These include the River Great Ouse and the River Cam, which converge in the south and run northward, joined by a number of smaller tributaries. The northwest boundary of the district is formed by the New Bedford and Old Bedford Rivers, which together form a wetland habitat of international importance. The southern part of the district overlies vulnerable principal aquifers/groundwater bodies (Chalk) important for potable water supply and providing baseflow to rivers. Within the district there are also several man-made lodes, fed by a well-established network of ditches. Internal Drainage Boards operate throughout much of the northern area to ensure flood defences are maintained and managed.
- 2.4 Fenland is also a predominantly agricultural district located in the north of the county, and lying to the east of Peterborough. There is a high use of water in commercial activities. The landscape is for the most part universally flat and criss-crossed by an extensive network of drainage channels. The majority of the district is at or below sea level with four market towns historically situated on islands in the fens and many of the smaller villages stretching out in linear form along minor roads. The Nene and Ouse Washes border the district on its northwest and eastern boundaries respectively.

## Strategic Planning Policy

- 2.5 The East of England Plan (May 2008) includes a chapter on water (chapter 10), which outlines four policies regarding the key topics of:
- Water efficiency
  - Water resource development
  - Integrated water management
  - Flood risk management
- 2.6 Policy WAT2 (see below) in the plan emphasises the importance of water cycle infrastructure and the need for a strategic approach and investment programme. Stakeholders such as the local planning authorities, Cambridgeshire Horizons, Anglian Water, the Environment Agency and OFWAT are encouraged to work together in order to facilitate this approach.
- “The Environment Agency and water companies should work with ... local authorities, delivery agencies and others to identify the appropriate additional infrastructure for both water supply and wastewater treatment to cater for levels of development provided through this plan [East of England Plan]...A co-ordinated approach to plan making should be developed through a programme of water cycle and river cycle studies to address water supply and wastewater treatment issues relating to development proposed in the RSS.”*
- 2.7 It is of critical importance to the delivery of the growth programme, that planning authorities not only address the provision of water cycle infrastructure in a strategic manner, but also that they demonstrate this commitment as part of the LDF process.
- 2.8 Our baseline understanding of climate change will be based upon the UK CIP09 Scenarios, published in June 2009. Whilst the outputs were released too late to be included in the Scoping Study, it is expected that consultants will use these scenarios to inform considerations of climate change in this project.

## Local Policy Context

### East Cambridgeshire

- 2.9 East Cambridgeshire submitted its Core Strategy in May 2008. The Core Strategy sets out a development framework for the district and also contains development control policies. To help inform the Core Strategy East Cambridgeshire District Council commissioned a Strategic Flood Risk Assessment and this was completed in 2005. This involved detailed modelling work in and around the main settlements in the district and looked at the implications of a breach of defences and identifies Zones of Rapid Inundation. The Inspector's report on the Core Strategy has now been received, and the Inspector has concluded that the Core Strategy is sound, subject to a number of required changes. The revised Core Strategy is due to be adopted by Full Council in October 2009.

To supplement the Core Strategy East Cambridgeshire District Council will prepare a range of other Local Development Documents. These will include

a Site Allocations Development Plan Document, an Ely Area Action Plan, a Proposals Map, and a series of Supplementary Planning Documents. The Council will review its Local Development Scheme that sets out the timetable for the preparation of these documents.

In addition to formal planning documents East Cambridgeshire District Council is preparing Masterplans for the two market towns and Ely, Littleport and Soham. These Masterplans will examine the scope for additional growth beyond Core Strategy targets in the three settlements. Work on the Ely Masterplan is at an advanced stage and work has just started on a Soham Masterplan. The Masterplan work will help the Council formulate its position on the Review of the Regional Spatial Strategy which has commenced and which will review housing targets across the region.

## **Fenland**

- 2.10 The submission of the Fenland Core Strategy and Development Policies document is currently uncertain although is likely to be some time in 2010. The submission of the Site Specific Allocations document is intended to follow approximately six months later.

Fenland are currently awaiting the outcome of the Wisbech Transport Study (due Autumn 2009) following objections raised by the Highways Agency into Fenland District Council's Core Strategy Preferred Options 2 proposals (Sept 2007) for new housing growth in the Wisbech area.

A detailed (Level 2) SFRA for Wisbech was produced in February 2009 (a Level 1 SFRA was conducted for all of Fenland in 2005), following objections from the Environment Agency to growth in Wisbech on flood risk grounds.

Other studies, such as retail, and employment land availability are currently being rolled forward to cover the plan period to 2026 and are intended to be completed by the end of 2009.

Depending on the findings of the studies there may need to be a revision of the broad locations for growth as are currently proposed, and, in line with the guidance in the new PPS12, there may also be a need to undertake further consultation.

## **Other Policy Context**

- 2.11 The study area comprises a large number of internal drainage boards. There are a number of specific local policies that are relevant to the delivery of a Water Cycle Strategy. These policies can be accessed via the Middle Level Commissioners and Ely Group of Drainage Boards websites by the following links:

Middle Level Commissioners: <http://www.middlelevel.gov.uk/idbmaplist.aspx>  
Ely Group of Drainage Boards: <http://www.elydrainageboards.co.uk/>

- 2.12 A list of additional relevant background documents is included in Appendix 1 of this project brief.

## **PART 2: PROJECT SCOPE**

### **3.0 Project Delivery**

- 3.1 The project is to be divided into two key stages, and based around three main deliverables. The first stage comprises a Level 1 SFRA for each district and Phase 1 Water Cycle Study, the second stage a Phase 2 Water Cycle Study. We expect each output to be provided in separate reports.

#### **Level 1 SFRA – Project Scope**

- 3.2 The first phase of work is to carry out a Level 1 SFRA. The purpose of a strategic flood risk assessment is to identify the areas within a development plan that are at risk of flooding, and to guide the development strategy of the plan. The SFRA collates all known sources of flooding within the study area, delineating the probability of flooding in accordance with the requirements of PPS25 and recommends appropriate land uses within flood affected areas that will not unduly place people or property at risk of flooding, in accordance with the guidelines of the sequential test.

- 3.3 Following the guidance provided in the Scoping Study, the Level 1 SFRA will:
- Review the data summary in the Scoping Study to ensure all necessary sources of data have been included, in particular review the findings of the previous Level 1 SFRA, undertaken in 2004.
  - Update mapping data to enable plans of watercourses and the functional floodplain to be defined
  - Assess the probable impact of climate change, based on the outputs from UKCP09
  - Update information on historic flood data, the condition of flood defences and any flood warning schemes
  - Consider all sources of flooding across the study area including combination events
  - Use existing information to establish whether development will increase flood risk in the study area
  - Identify the need for a Level 2 SFRA, and prepare a scope as necessary.
  - Identify areas where peat shrinkage may be a problem

- 3.4 This aspect of the project has been divided into 3 main stages

- Data review: Examine the data review conducted as part of the Water Cycle Strategy Scoping Study to ensure it is fit-for-purpose and sufficiently comprehensive to enable the Level 1 SFRA to proceed.
- Flood Risk Assessment and Mapping: Identifying the flood risk zones as defined in PPS25, rapid inundation zones behind flood defences, historic flood locations, location of key hydraulic structures and their operational standard, produce a 'with defence' scenario which highlights flood defences and their integrity in relation to the minimum standard of protection requirements of PPS25
- Reporting: The results should address flood risk in key development areas within East Cambridgeshire and Fenland, including consideration of a scenarios where breach and/or overtopping of defences occurs, identifying its impact on adjacent properties. The report should set identify the need and scope for a Level 2 SFRA.

#### 4.0 Water Cycle Strategy: Outline (Phase 1)

4.1 The Scoping Study was signed-off by the project team in September 2009, and made the following key recommendations for consideration in future studies:

- Incorporate the findings of the RSS review into future phases
- Consider a range of water demand management scenarios to establish the feasibility of achieving water neutrality
- Further assess the balance between agricultural and public water requirements
- Give further consideration to those wastewater treatment works identified as having hydraulic capacity issues, and as having a potential impact on European sites
- Consider the impact of housing growth on the appropriate receiving watercourses
- Plan future stakeholder engagement to ensure timing aligns with the delivery project outputs

These recommendations have been used to inform the development of the project scope, which is described in detail below.

4.2 The Outline study will be developed in accordance with national guidelines to:

- Identify environmental risks and constraints
- Identify if environmental resources can cope with further development
- Identify if the development would overload the existing infrastructure
- Identify the major new systems required to allow development
- Help pinpoint if there is water cycle capacity for new development without needing to build major new infrastructure
- Minimise the CO<sub>2</sub> emissions from water services infrastructure
- Provide the evidence base for the LPA's LDF development plan documents
- Provide an outline WCS agreed by all partners (where appropriate)

4.3 The **purpose** of the Outline Study is to:

- Undertake a review of all existing baseline evidence incorporating assumptions for climate change to establish a robust baseline for water and waste water infrastructure planning
- Provide an indication of the environmental capacity for growth in terms of water resources, receiving water courses and any remedial measures needed to overcome and sustain planned growth; and provide details of:
  - The strategic infrastructure required to support proposed development by managing flood risk, water quality, groundwater, water demand and identifying the major constraints to foul water and wastewater treatment and water resource needs
  - What strategic (serving more than one key site) and key (serving an individual key site) Water Services Infrastructure needs to be in place and when. This will include achieving high quality standards of waste-water discharge, recognising the need to safeguard protected/designated water environments, including source protection zones for groundwater abstractions

- Water efficiency measures including grey water recycling and rainwater harvesting (domestic, business, recreational and environmental "uses" of water) and how and when they should be applied
- Demonstrate how SuDS may be linked to the provision of green infrastructure and how they can deliver high quality site design and delivery
- The estimated high level costs of the strategic and key infrastructure and associated developer contributions
- A timeline of key interventions that highlights growth trigger points for water services infrastructure
- Describe two scenarios: implications for increased housing growth and implications for reduced housing growth. The scenarios should assume planned housing growth + or – 20%
- Provide the Scope for Phase 2.

## **5.0 Water Cycle Strategy: Detailed (Phase 2)**

### 5.1 The Detailed study will:

- Complete any detailed assessments identified in the outline study
- Establish minimum design standards to be applied to new developments to ensure a sustainable and integrated water cycle
- Carry out a sustainability analysis of development options and water cycle infrastructure
- Provide a detailed framework for the sustainable provision of infrastructure including a timeline of requirements (the water cycle strategy)
- Help ensure that water cycle infrastructure will be funded and implemented in a timely manner
- Inform supplementary planning guidance
- Provide the basis for a financial mechanism for developer contributions or a 'reasonable prospect' of infrastructure provision to link planning conditions

5.2 The Detailed Study (Phase 2) will use the findings and recommendations of the Outline Study (Phase 1) to examine in more detail what infrastructure and measures will be needed to accommodate planned levels of growth. Phase 2 will have an emphasis on engineering solutions to infrastructure requirements and its precise scope and content will depend on the recommendations of Phase 1. The completed study will inform and support the review of strategies and management plans of key stakeholders and agencies.

## **6.0 Topics covered by the Water Cycle Strategy**

### 6.1 Water Supply & Demand

Identify the potential constraints to water supply resulting from an increasing demand due to housing growth and a potential reduction in availability due to climate change. The study should suggest future water efficiency opportunities for new developments, their potential costs and a suggested programme for their delivery at the major growth sites. This will need to include a parallel process or plan to identify the necessary policy changes

required to help achieve water neutrality. This section should explore the following issues:

- Review the planning figures to produce a range of water efficiency scenarios for new development in the study area. These will range from business as usual to more aspirational targets and will be tested against different options in order to establish possible solutions.
- Review best practice guidance for using rainwater harvesting, grey water or black water recycling across large scale developments, outlining the measures that can be introduced now and providing a timetable for measures that can be implemented up to 2031.
- Outline the feasibility of achieving water neutrality for growth through new developments in East Cambs & Fenland. Detail the measures that can be undertaken to help achieve these aspirations locally in addition to national and regional initiatives that will support this endeavour.
- Detail the measures required to support retro-fitting in existing developments to support the achievement of water neutrality and describe the necessary policy amendments.
- Review the Water Company's water resources management plans and consider their implications on the growth agenda.

## 6.2 Wastewater

Identify where there are capacity issues in Wastewater Treatment Works and the impacts this could have on delivering growth. Establish the infrastructure requirements to deal with increases in wastewater as a result of major growth sites, providing a costed delivery programme for all necessary upgrades. This section should explore the following issues:

- Review the current capacity of the relevant Wastewater Treatment Works, establishing current spare capacity, assessing the extent of any constraints that could hinder the potential expansion of wastewater treatment works, and identifying any necessary mitigation measures and how these can be delivered and funded.
- Describe the possible solutions to provide parallel non-potable water systems.
- Consider the implications of the findings of the wastewater capacity study undertaken by Halcrow for Anglian Water and any other relevant studies such as the Water Framework Directive and River Basin Management Plans, and detail any necessary measures required to accommodate growth.

## 6.3 Surface Water Management & Flood Risk

Using the findings of the Level 1 SFRA, the completed Water Cycle Strategy will outline the impacts of development on potential flood risk and suggest potential mitigation measures where appropriate. In addition, the completed study should consider the impacts of the Flood and Water Bill (2009), identifying the critical surface water management issues that will impact on the delivery of growth targets, providing a timetable of measure to be implemented that ensures an integrated package of measures for surface water management planning for the major development sites.

- Giving due consideration to site geology, undertake a study to list Sustainable Drainage Systems (SuDS), small to large scale, that are appropriate to Cambridgeshire's geological systems and in line with the SuDS hierarchy, outlining their financial sustainability against the long-term costs/benefits, and benchmarked against conventional water systems.
- Provide advice on how to ensure that proposed new SuDS are technically robust and manageable
- Consider potential quantitative and qualitative impacts on important principal and secondary aquifers in Cambridgeshire resulting from increased discharges to STWs, and use of SuDs in accordance with the EA Groundwater Vulnerability maps, Groundwater Protection Policy, (GP3), Part 4 - Legislation & Policies 2008 Edition 1, and the Groundwater Daughter Directive (2006/118/EC)
- Consider ground-water management issues for the study area, understanding how the requirements of new developments will impact upon the ground-water requirements for existing communities, land use and agriculture.
- Provide guidance on the requirements needed to undertake a Surface Water Management Plan (SWMP)

#### 6.4 Ecology and water quality

In line with the requirements of the Water Framework Directive, identify the impacts of growth on water quality and ecology in the study area, and detail the necessary requirements to achieve good ecological status within rivers and how discharge consents or abstraction limits might influence achievement of this target. This section should also identify how we can maximise the opportunities for ecological and green infrastructure to contribute to the place shaping agenda. The following issues should be considered:

- Identify potential impacts of growth on ecology (including protected sites, especially water related Sites of Special Scientific Interest (SSSI), Special Protection Areas (SPAs), Special Areas of Conservation (SACs) and Ramsar sites within likely zones of influence, species and wider features of biodiversity importance) and green infrastructure as a result of growth and propose suitable mitigation and enhancement measures.
- Propose suitable mitigation and enhancement measures for protected sites, species and features of importance for the wider conservation of biodiversity. Ideally, enhancements should feed into the local Cambridgeshire and Peterborough Biodiversity Action Plan.
- Consider means of maximising the appropriate water / wetland ecological benefits through relevant design of surface water and grey water management infrastructure
- Consider means of maximising ecological and green infrastructure benefits through appropriate design of surface water and grey water management infrastructure, outlining installation and maintenance costs, ensuring this is multi-functional wherever practicable.

#### 6.5 Climate Change

The study area is located within one of the most water-scarce parts of the country, and yet is one of the areas most vulnerable to flooding events and

rising sea levels. The Water Cycle Strategy should therefore identify how the impacts of climate change will affect the study area in terms of flood risk and water availability and water services infrastructure design. The finished study should propose possible solutions, considering the following:

- Determine the carbon footprint of water services infrastructure being proposed and describe measures to reduce these impacts working towards the ambition of low and zero carbon communities.
- Consider how water services infrastructure can contribute to sustainable development within the study area. It will review how the cumulative and strategic impacts of growth can be managed and provide an action plan that will enable developers and partners to work together to bring about sustainable solutions for water.
- Consider how existing and proposed developments can adapt and mitigate the effects of climate change with regard to flood risk, sea level rise, peat shrinkage and support cooling in key areas.

## 6.6 Stakeholder Engagement

It is critical that stakeholder engagement and communication is planned as part of the process for delivering the detailed programme outputs. The successful bidder will develop an engagement and communications strategy to be agreed by the steering group at the start of the process. The strategy will identify the appropriate participants and mechanisms for engagement at the key milestones during the study. The communications strategy should consider:

- How members and senior officers will be engaged during the study. It will be crucial to secure member buy-in whilst developing the study, to ensure that its recommendations can be adopted into local planning policy.
- Engagement with the wider public. Parish councils and local residents often have a significant interest and level of local knowledge regarding these issues. It is important that they are given the opportunity to feed into the study and are kept regularly informed with project progress.
- Engagement with other organisations. The scoping study lists a large number of organisations that would have an interest in the study. The communications strategy needs to describe how the consultants propose to vary the strategy to ensure different organisations receive appropriate amounts of information at appropriate times. The strategy should also ensure that these organisations have an appropriate amount of time to provide comments.

## 7.0 Requirements & Outputs

7.1 The consultancy services required for the project will consist of:

- Project Management including performance and quality measures
- Data collection, collation and review, working closely with the Environment Agency, Anglian Water Services, Ely Group of Drainage Boards, Middle Level Commissioners and associated boards, Natural England and the local authorities
- Consultation with the identified consultees
- Giving an overview of strategic and key Water Services Infrastructure requirements

- Development of preliminary assessment tools to assess those requirements
- Testing of Strategic and Key Water Services Infrastructure required to support development and recommendations on the timing of when this would need to be in place
- Provide estimate of costs for individual, Strategic and Key Infrastructure projects; a per dwelling cost required to support Strategic Infrastructure, an estimate of costs for Key Infrastructure relating to specific key sites by site and provide advice on contributions from employment development and other non-key sites
- Undertake Appropriate Assessment of the strategy to ensure the protection of the integrity of European sites (in conjunction with the Competent Authorities and in consultation with Natural England).

7.2 There is a need to ensure that 'identified requirements/deficiencies' are provided for through planning to ensure that forthcoming large developments are sustainable and will be satisfied by existing/planned infrastructure.

7.3 Given the range of different outputs required, it is crucial that adequate sign-off and review periods are built into the study timetable. The completed study should also give consideration to how its recommendations can be taken forward by partners.

7.4 The completed Water Cycle Strategy will be underpinned by a number of key outputs:

- A delivery programme detailing how to achieve the key water services infrastructure requirements for sustainable new developments up to 2031 for the study area
- A clear programme on water neutrality, identifying key milestones and any immediate solutions and opportunities in the longer term up to 2031.
- An identification of potential funding opportunities to deliver key infrastructure
- Provide an action plan during the development of the strategy that enables key stakeholders to work through any key issues or showstoppers identified
- Provide a timetable of measures to be implemented that ensures surface water management planning and includes practical and deliverable SuDS adoption and maintenance guidance
- A list of possible measures that ensure the impacts of climate change on water services infrastructure provision are given full consideration during and after the completion of the study
- An Executive Summary emphasising the key points of the report and other suitable presentation methods (e.g. visual timeline etc.) in order to make the document useable for key authorities

7.5 The following deliverables are expected for the Level 1 SFRA:

- A total of 6 colour copies of the final report for each Local Authority, which should be a printed document suitably bound to include plans to a scale of not less than 1:10,000.
- Digital (CD-ROM) versions of the maps, documents and modelling
- Digitised mapping compatible with the local authorities' GIS systems.

- All deliverables should be in a format compatible with that required for inclusion on the National Flood and Coastal Defence Database (NFCDD)

7.6 The following deliverables are expected for the Water Cycle Strategy

- A total of 10 colour copies of both phases of the study should be printed and bound
- Digital (CD ROM) versions of the report, suitable to be uploaded to the Horizons' website
- A series of stakeholder workshops with partners organisations and politicians to help raise awareness of the work

## 8.0 Management of the study

8.1 The study will be managed by Cambridgeshire Horizons and overseen by a steering group, comprising representatives from:

- Cambridgeshire Horizons
- Cambridgeshire County Council (as Planning and Highways Authority)
- East Cambridgeshire District Council
- Fenland District Council
- The Environment Agency
- Natural England
- Anglian Water
- Middle Level Commissioners and associated Boards
- Ely Group of Drainage Boards

8.2 The appointed consultant will be expected to provide regular updates to Cambridgeshire Horizons, and will also present information at project steering group meetings every 4 – 6 weeks.

## 9.0 Tender Process

9.1 The closing date for tenders is 4pm, **Wednesday 25<sup>th</sup> November**. We request that consultants submit three bound copies and one electronic copy of their tender. Tenders should be returned by post only to:

Tom Read,  
Cambridgeshire Horizons,  
Endurance House,  
Vision Park,  
Histon,  
Cambridge,  
CB24 9ZR

Shortlisted tenders will be invited to interview, these will be held on Wednesday 16<sup>th</sup> December. We intend to announce our intention to award by Friday 18<sup>th</sup> December.

9.2 This is a fixed price contract, and the maximum total value for this contract is £110,000, any tenders submitted over this price will not be considered.

9.3 The following criteria will be used to assess tenders:

- Cost
- Project management proposals:
  - Clear proposals for delivery of the specified outputs
  - Stakeholder engagement proposals
  - A realistic timescale of project delivery, including appropriate review periods
- Response to the project vision in particular future proofing of new development, climate change and the aspirations towards water neutrality
- Proposals to present project outputs
- Relevant experience of the organisation and staff

9.4 Full guidelines and details of the tendering process can be found below in Part 3 – Instructions to Tenderers.

## **PART 3: INSTRUCTIONS TO TENDERERS**

### **10.0 General Information and Instructions**

#### 10.1 Compliance with Instructions:

Tenders submitted shall be in accordance with and subject to the terms of these instructions and other documents comprising the Invitation to Tender. **Tenders not complying (or which cannot promptly be rendered compliant) with any mandatory requirement will be rejected. A mandatory requirement is indicated by the word "shall" or "must. Any queries about the tender documents or Tendering Certificate which may affect the preparation of the tender shall be raised without delay (preferably in writing) with the Contact Officer.** If Horizons considers a query may have a material effect on the tendering process, all tenderers will be notified without delay in writing.

10.2 Horizons is seeking offers by issuing this Invitation to Tender following advertisement.

10.3 **This invitation to tender does not constitute an offer and Horizons does not undertake to accept any tender. Horizons reserves the right to accept any part of any tender.**

**Horizons will not reimburse any tendering costs.**

10.4 The **Contact Officer** for this procurement is:

Tom Read,  
Cambridgeshire Horizons,  
Endurance House, Vision Park,  
Histon, Cambridge,  
CB24 9ZR

Tel: 01223 714042, e-mail: [tom.read@cambridgeshirehorizons.co.uk](mailto:tom.read@cambridgeshirehorizons.co.uk)

### **11.0 Confidential Nature of Tender Documentation and Bids**

11.1 Tenderers shall not discuss the bid they intend to make other than with professional advisers or joint bidders who need to be consulted. Bids shall not be canvassed for acceptance or discussed with the media or any other tenderer or member or officer of Horizons.

11.2 If a tenderer does not observe paragraph 2.1, Horizons will reject the tender and may decide not to invite the tenderer to tender for future work.

### **12.0 Preparation of Bid**

12.1 If Horizons considers that a cover price (i.e. a bid that is not intended to be considered seriously) has been submitted, Horizons may reject the tender and may decide not to invite the tenderer to tender for future work. The Office of Fair Trading encourages local authorities to look out for any evidence of price fixing arrangements.

- 12.2 Where Horizons regards an amendment to the original tender documents as significant, an extension of the closing date may, at the discretion, of Horizons be given to all tenderers.
- 12.3 No alteration or addition shall be made to any part of the Invitation to Tender except where expressly allowed.
- 12.4 Tenders shall not be qualified or accompanied by statements that might be construed as rendering the tender equivocal. Only unqualified tenders will be considered. Horizons decision as to whether or not a tender is in an acceptable form will be final.
- 12.5 Tenderers must obtain for themselves all information necessary for the preparation of their tender and satisfy themselves that the quality and standards specified by themselves or Horizons are appropriate. Information supplied to tenderers by Horizons staff or contained in Horizons' publications is supplied only for general guidance in the preparation of the tender. Tenderers must satisfy themselves as to the accuracy of any such information and no responsibility is accepted by Horizons for any loss or damage of whatever kind and howsoever caused arising from the use by tenderers of such information.
- 12.6 Tenders and supporting documents shall be in English and any contract subsequently entered into and its formation, interpretation and performance shall be subject to and in accordance with the law of England and Wales.
- 12.7 The Invitation to Tender includes in Appendix 2 Horizons' Contract Terms.

Tenderers may state any amendments to the terms, which they consider necessary to clarify the basis of their bid in their tender submission. However Horizons will only enter into negotiations on the Contract Terms after announcing our intention to award. It is for tenderers to determine whether they are able to submit a bid within guidelines set out in the Contract Terms.

### **13.0 Submission of Tender**

- 13.1 All submissions shall include the Form of Tender (Section 16), the Tendering Certificate (Section 17) and be accompanied by the response to the project brief. Only information relating to the Tenderer should be submitted unless otherwise requested.

Every item shall be priced in sterling and the submission totalled.

- 13.2 All tenders shall be returned by post in a non-branded envelope. The envelope shall be marked: Tender for 'East Cambridgeshire & Fenland Water Cycle Study (Outline & Detailed Phases) & Level 1 SFRA' and addressed to:

Tom Read,  
Cambridgeshire Horizons,  
Endurance House, Vision Park,  
Histon, Cambridge,  
CB24 9ZR

and shall arrive there by 4 pm on Wednesday 25<sup>th</sup> November.

Tenders shall ensure that their tender arrives on time. No tender will be accepted if it is received after any of the other tenders have been opened.

- 13.3 Where tenders are delivered by courier or by any method other than by Royal Mail, they must be delivered to the Horizons' office reception normal working hours (8.00 am to 5.00 pm Monday to Friday excluding statutory holidays) and an official receipt obtained. Tenders delivered by hand to any other location will not qualify and will be rejected.

Whichever method of delivery is used, tenderers shall ensure that the envelope or any franking thereon does not bear any marks or signs or any reference which may indicate who the tenderer is. (Post Office bar coding does not count as marking.)

- 13.4 Tenders shall not be sent and will not be accepted by fax or e-mail.
- 13.5 If there appears to be an error in a submission or supporting information the Tenderer will be invited to confirm or withdraw its bid. Where the error relates to the tender total as calculated from tendered rates and variable quantities, the bid will be regarded as the tender total bid and the rate adjusted accordingly. The tenderer will be invited to confirm or withdraw the bid and resulting rate.
- 13.6 **The Form of Tender shall be submitted by the organisation which it is proposed will enter into a formal contract with Horizons if awarded the contract.** It shall be signed by persons authorised to submit tenders and make contracts for the tenderer normally:
- where the tenderer is a partnership, by two (2) duly authorised partners;
  - where the tenderer is a company, by two (2) directors or by a director and the secretary of the company, such persons being duly authorised for that purpose.

#### **14.0 Award Process**

- 14.1 Horizons expects to decide award of contract by Friday 18<sup>th</sup> December. Bids shall remain open until this time.
- 14.2 Horizons may, if necessary, extend these timescales for completing the award process.
- 14.3 Tenderers will be notified simultaneously and as soon as possible of any decision made by Horizons during the tender process, including award. When Horizons has evaluated the bids, it will notify all tenderers about the intended award.
- 14.4 Horizons generally debriefs all those who tendered about the characteristics and relative advantages of the leading bidder. Such details may also be stated in any published contract award notice.
- 14.5 Acceptance of the tender by Horizons shall be in writing and shall be communicated to the tenderer. Upon such acceptance the Contract shall thereby be constituted and become binding on both parties and, notwithstanding that, the Contractor shall upon request of Horizons execute a formal contract in the form contained in the Contract Documents.

- 14.6 Tenderers must not undertake work without written notification that they have been awarded the contract and are required to start work. This is usually after contract documents have been executed.

### **15.0 Tenderer's Warranties**

In submitting its tender, the tenderer warrants, represents and undertakes to Horizons that:

- 15.1 All information, representations and other matters of fact communicated (whether in writing or otherwise) to Horizons by the tenderer, its staff or agents in connection with or arising out of the tender are true, complete and accurate in all respects, both as at the date communicated and as at the date of tender submission.
- 15.2 It has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the tender and that it has not submitted the tender and will not be entering into the contract (if the same be awarded to the tenderer by Horizons) in reliance upon any information, representation or assumption which may have been made by or on behalf of Horizons.
- 15.3 It has full power and authority to enter into the contract and perform the obligations specified in the Contract Documents and will, if requested, produce evidence of such to Horizons.
- 15.4 It is of sound financial standing and has and will have sufficient working capital, skilled staff, equipment and other resources available to it to perform the obligations specified in the Contract Documents.
- 15.5 It will not at any time during the Contract Period or at any time thereafter claim or seek to enforce for the purposes of this contract any lien, charge, or other encumbrance over property of whatever nature owned or controlled by Horizons and which is for the time being in the possession of the tenderer.

## **PART 4: TENDERING DOCUMENTS**

### **16.0 Form of Tender**

#### **PLEASE INSERT THIS FORM INTO THE FINAL TENDER SUBMISSION**

UNCONDITIONAL AND IRREVOCABLE OFFER TO CAMBRIDGESHIRE  
HORIZONS

Re: Invitation to Tender dated October 2009 for the provision of consultancy  
services

To: Cambridgeshire Horizons  
Endurance House, Vision Park  
Histon, Cambridge  
CB24 9ZR

*Having read carefully the Invitation to Tender and in consideration of you considering  
this Tender:*

1. We offer to perform the Service specified and to complete the contract in  
accordance with the Contract Documents and our Tender  
for the sum of £  
(enter amount in words .....)
2. We confirm that if our Tender is accepted we will, upon demand:
  - Produce evidence that all relevant insurances and compliance certificates  
with relevant legislation and policy are held and in force.
  - Sign formal contract documentation if required.
  - Produce good and sufficient sureties or obtain the guarantee of a Bank or  
Insurance Company (to be approved by you in either case) to be jointly  
and severally bound with us in a sum equal to the amount specified in the  
Contract Documents and upon the terms of the form of Bond specified in  
the Contract Documents.
3. We agree that this Tender shall constitute an irrecoverable, unconditional  
offer which may not be withdrawn until Friday 18<sup>th</sup> December (unless the  
timescales for award of this contract are extended)
4. [We are a subsidiary company within the meaning of Section 736 of the  
Companies Act 1985 and enclose a Parent Company Guarantee undertaking  
in the form set out in Section 7 duly completed by our ultimate holding  
company. DELETE IF NOT APPLICABLE]
5. Unless and until a formal Agreement is prepared and executed this Tender,  
together with your written acceptance thereof, shall constitute a binding  
contract between us.  
We understand that Horizons is not bound to accept any tender it receives.

**Company\***

(1) Signature

.....  
Name  
.....

(Director)

(2) Signature

.....  
Name  
.....

(Director/Company  
Secretary)\*

For and on behalf of:

.....  
(print Company's full name and  
registered number)

Registered Address:

.....

DATE:

.....

**Sole Principal/Partnership\***

(1) Signature

.....  
Name  
.....

.....  
Job Title/Designation  
.....

\*(2)

Signature.....

Name

.....  
Job Title/Designation  
.....

For and on behalf of:

.....  
(print business' full name)

Business Address

.....

DATE:

.....

\*delete as applicable

**17.0 Tendering Certificate**

**PLEASE INSERT THIS FORM INTO THE FINAL TENDER SUBMISSION**

To: CAMBRIDGESHIRE Horizons (“Horizons”)

I/We certify that this is a bona fide tender, intended to be competitive and that I/We have not (either personally or by anyone acting on my/our behalf)

1. Fixed the amount of the Tender (or the rate and prices quoted) by agreement with any person.
2. Communicated to anyone other than Horizons the amount or approximate amount or terms of my/our proposed tender (other than in confidence in order to obtain quotations, professional advice or insurance necessary for the preparation of the tender).
3. Entered into any agreement or arrangement with any other person that s/he shall refrain from tendering or as to the amount or terms of any tender to be submitted by him/her.
4. Canvassed or solicited any member, officer or other employee of Horizons in connection with the award of this or any other Horizons contract or tender.
5. Offered, given or agreed to give any inducement or reward in respect of this or any other Horizons contract or tender.

SIGNED\* (1) .....

Status .....

SIGNED\* (2) .....

Status .....

for and on behalf of .....

Date: .....

\*Note: to be signed by the same signatories as the Form of Tender

## **Appendix 1: Background Documents**

A.1 The following studies have been completed that provide information relevant to undertaking the outline and detailed studies:

- East Cambridgeshire & Fenland Water Cycle Strategy – Scoping (2009)
- East Cambs SFRA (2005) & Fenland SFRA (2005)
- Level 2 SFRA for Wisbech (2009)
- Major sites in and around Cambridge – Scoping & Phase 1 studies of a Water Cycle Strategy (2008)
- Peterborough Water Cycle Strategy (Scoping & Phase 1 studies)
- Thetford Water Cycle Strategy (Phase 1)
- Breckland District Water Cycle Strategy (Combined SFRA and Phase 1 study)
- Forest Heath & St Edmundsbury Joint SFRA/Water Cycle Strategy
- Infrastructure Investment Strategy for East Cambs commissioned Summer 2009

A2.

It is vital that the appointed consultees liaise with the relevant planning authorities to ensure that the adopted and emerging LDF frameworks are considered in this study (this includes the LFD Framework for Minerals and Waste)

A.2 It is vital that the appointed consultant liaises with those authorities currently undertaking Water Cycle Strategies. These include:

- Huntingdonshire
- King's Lynn & West Norfolk
- Peterborough
- Forest Heath & St. Edmundsbury
- Major sites in and around Cambridge: Phase 2 of a Water Cycle Strategy (being project managed by Cambridgeshire Horizons)

A.3 Other projects have already been completed and other relevant information is available. These include:

- East of England Capacity Delivery Study: Phase One, Halcrow Group Ltd on behalf of Environment Agency, EERA and GO-East, Dec 2006
- Great Ouse Catchment Flood Management Plan (Consultation Draft) Environment Agency January 2007
- The Cam and Ely Ouse Catchment Abstraction Management Strategy, Environment Agency, March 2007

A.4 The research should also take into account the following studies and information:

- The Pitt Report
- The Environment Agency Surface Water & Flood Maps

- The Environment Groundwater Protection Policy, (GP3), Part 4 - Legislation & Policies 2008 Edition 1
- The Environment Agency Groundwater Vulnerability maps
- The Environment Agency Review of Consent Process
- Asset Management Plan (AMP4) investigations
- Biodiversity Action Plans
- Cambridgeshire and Peterborough Minerals and Waste Plan (including Earith & Mepal Area Action Plan)
- Regional Spatial Strategy for the East of England (RSS);
- Review of RSS by EERA (Strategic Planning Advice by Cambridgeshire to EERA including the Cambridgeshire Development Study)
- River Nene Catchment Flood Management Plan
- Middle Level Strategic Study
- Any related research into this issue conducted in other regions/areas
- Any other relevant Catchment Abstraction Management Strategy/ies or Catchment Management Plans
- Department for Communities & Local Government guidance (e.g. Planning Policy Statements Documents 1, 3, 9 & 25)
- Environment Agency Guidance (e.g. National Water Cycle Strategy Guidance, Water Supply Impacts of the East of England Plan, Regional Water Resources Strategy, reports on waste water assets)
- Cambridgeshire Horizons' Green Infrastructure Strategy
- Anglian Region River Basin Management Plan
- DraftWater Company Water Resources Management Plans and Supplementary Report
- The SuDS Manual (Ciria C697)
- The Quality Charter for Growth, Cambridgeshire Horizons
- IDB Maps
- Draft Flood and Water Management Bill

**Appendix 2: Terms and Conditions**

**East Cambridgeshire & Fenland Water Cycle Study (Outline & Detailed Phases) & Level 1 SFRA**

**THIS AGREEMENT** is made on...

**PARTIES**

...

**CAMBRIDGESHIRE HORIZONS LTD of ENDURANCE HOUSE, VISION PARK, HISTON CB24 9ZR ("Cambridgeshire Horizons")**

**BACKGROUND**

- 1 Cambridgeshire Horizons wishes to appoint and the Adviser wishes to be appointed as a consultant to Cambridgeshire Horizons for the purpose of providing the services detailed herein.

**AGREED TERMS**

**Appointment**

- 1.1 Cambridgeshire Horizons hereby appoints the Adviser from the date of this Agreement as its consultant for the performance of the Services detailed in, and under the terms of, Schedule1 ("the Services") and the Consultant hereby agrees to act in that capacity.
- 1.2 The Consultant agrees to perform the Services under the terms attached at Schedule 2 unless otherwise agreed in writing between the parties.

**IN WITNESS** whereof the parties hereto have executed this agreement the day and year first above written

**SIGNED BY:** )  
 )  
for and on behalf of )  
 )  
.....

**SIGNED BY:** )  
 )  
for and on behalf of )  
**CAMBRIDGESHIRE** )  
**HORIZONS** )  
.....

**Schedule 1**

<b>SERVICES</b>	
<b>FEE</b>	
<b>DISBURSEMENTS</b>	See Clause 1.13
<b>COMPLETION DATE</b>	
<b>PERSONNEL</b>	
<b>INDEMNITY INSURANCE</b>	

## Schedule 2

### DEFINITIONS & INTERPRETATION

- 1.1 In this Agreement:
- 'Agreement'** means this agreement including the attached schedules.
- 'Intellectual Property'** means patents, trademarks, copyrights, database rights, design rights, moral rights and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world, whether or not any of them are registered and including applications for registration of any of them.
- 'Know How'** means all technical and other information which is not in the public domain, including but not limited to information comprising or relating to concepts, discoveries, data, designs, formulae, ideas, inventions, methods, models, procedures, processes, specifications and techniques, records, data and information contained in reports.
- 'Report'** means any report issued by the Adviser pursuant to this Agreement in the performance of the Project.
- 'Working Day'** means an aggregate of 7 hours 24 minutes over any number of days.

### OBLIGATIONS OF ADVISER

- 1.2 The Adviser shall perform the Services set out in Schedule 1 in a competent, efficient manner and to a professional standard using reasonable skill, care and diligence.
- 1.3 The Services shall be completed by the Completion Date set out in Schedule 1.
- 1.4 The Adviser shall use reasonable endeavours to avoid any conflict of interest in performing the Services and shall notify Cambridgeshire Horizons promptly if it becomes aware of any actual or potential conflict.
- 1.5 Where the Adviser and Cambridgeshire Horizons have agreed in writing that a named person (or persons) shall deliver the Services or any part thereof, the Adviser shall, in the event that such person(s) can no longer deliver the Services or any part thereof promptly replace that person (or persons) with another suitably qualified person(s) at no additional cost to Cambridgeshire Horizons. Before replacing such person the Adviser shall obtain Cambridgeshire Horizons' prior written agreement to the replacement, which shall not unreasonably be withheld.
- 1.6 The Adviser agrees that persons working for or engaged by the Adviser to deliver the Services shall, when on Cambridgeshire Horizons' premises, comply with all instructions given to them by Cambridgeshire Horizons in respect of the use of its premises and with all policies for use of its buildings (including but not limited to security, safety, prohibition of smoking).
- 1.7 The Adviser shall procure that the personnel (or such other personnel substituted therefore with the agreement of Cambridgeshire Horizons Ltd) perform those elements of the Services as may be specified in

Schedule 1.

## **FEES**

- 1.8 The fees payable to the Adviser under this Agreement (“the Fees”) shall be calculated and paid by Cambridgeshire Horizons in accordance with Schedule 1.
- 1.9 The Adviser shall maintain full and accurate records of the time spent by its personnel in providing the Services and shall produce such records to Cambridgeshire Horizons Ltd for inspection at all reasonable times on request.
- 1.10 The Adviser shall render itemised invoices to Cambridgeshire Horizons Ltd in respect of the Fees and shall show any value added tax (“VAT”) separately on such invoices. Cambridgeshire Horizons Ltd shall not account to the Adviser for any charges save on receipt of such invoice. Each invoice shall be accompanied by a statement specifying the time spent by each of the Adviser's personnel in providing the Services during the period covered by the invoice.
- 1.11 All charges payable by Cambridgeshire Horizons Ltd shall, subject as aforesaid, be paid within 28 days after the receipt by Cambridgeshire Horizons Ltd of the Adviser's invoice therefore.
- 1.12 All payments shall be subject to audit by Cambridgeshire Horizons; the Adviser shall provide all reasonable assistance with any such audit at no additional cost to Cambridgeshire Horizons.
- 1.13 Unless otherwise stated in the Services Schedule the Fees are inclusive of all costs, expenses and disbursements incurred by the Adviser arising out of, or in connection with, the full and proper performance and completion of the Services save for those identified in Schedule 1. The Fees are exclusive of VAT, which shall be paid by Cambridgeshire Horizons (where chargeable) at the standard rate upon submission of a VAT invoice by the Adviser.
- 1.14 Where the Adviser has incurred liability to Cambridgeshire Horizons whether under this or any other agreement. Cambridgeshire Horizons may set off the amount of such liability against any fees or sums, which would otherwise be due to the Adviser under this Agreement.

## **REPORTING AND WORKING ARRANGEMENTS**

The Adviser shall nominate a representative who shall :

- Make himself/herself available at all reasonable times and upon reasonable notice for the purposes of consultation and advice relating to this Agreement and the Services;
- Attends meetings with representatives of Cambridgeshire Horizons and, at Cambridgeshire Horizons' request, such other parties may reasonably require.

## **INDEMNITY INSURANCE**

The Adviser shall be liable for, and shall indemnify and keep indemnified

Cambridgeshire Horizons against, all and any losses suffered or incurred by Cambridgeshire Horizons and claims made against Cambridgeshire Horizons or the Adviser arising directly from any incorrect statement or omission contained in any document or other information whether written or verbal supplied to Cambridgeshire Horizons by the Adviser in the performance of the Services, provided such incorrect statement or omission results from the negligent acts or omissions of the Adviser or failure by the Adviser to perform the Services with reasonable skill and care.

- 1.15 The Adviser shall further indemnify and keep indemnified Cambridgeshire Horizons against all and any losses suffered or incurred by Cambridgeshire Horizons and claims made against Cambridgeshire Horizons or the Adviser in respect of personal injury to or death of any person whomsoever (including any employee of Cambridgeshire Horizons or the Adviser) and in respect of damage to or loss of any property whatsoever caused by or arising out of or in the course of the negligent performance of the Services by the Adviser.
- 1.16 To the extent that Cambridgeshire Horizons allows the Adviser access to any data or information which is stored on Cambridgeshire Horizons' computer system and/or Cambridgeshire Horizons' software for the purposes of providing the Services, the Adviser shall indemnify and keep Cambridgeshire Horizons indemnified from and against all costs, expenses, liabilities, injuries, direct, loss which Cambridgeshire Horizons incurs or suffers as a result of any loss, corruption, unauthorised access, tampering or infection of data and any software or system failure due to the acts or omissions of the Adviser.
- 1.17 The Adviser shall further indemnify and keep indemnified Cambridgeshire Horizons against all and any losses suffered or incurred by Cambridgeshire Horizons and claims made against Cambridgeshire Horizons or the Adviser arising out of or in connection with any claim that the use or possession of a Report infringes the Intellectual Property rights of any third party. Cambridgeshire Horizons shall take all reasonable steps necessary to mitigate any liability, loss, damages, injury, costs, claims and expenses and shall give the Adviser all reasonable assistance necessary to enable the Adviser to remedy such infringement. In particular, the Adviser shall be immediately notified of any third party claim and be allowed to conduct and/or settle all negotiations and litigation resulting from such claim.
- 1.18 The Adviser shall, throughout the period of this contract, maintain such insurance cover, with a reputable insurer to cover its obligations in clauses 1.15 to 1.17 above, to the level specified in Schedule 1.
- 1.19 The Adviser's liability in respect of personal injury (including death) caused by its negligence shall be unlimited. Subject to this, the Adviser's liability in respect of the Services whether under this Agreement, in negligence or otherwise shall be limited to loss or damage that is a direct and foreseeable result of the Adviser's negligence or default and shall not exceed the sum of £500,000 (five hundred thousand pounds) in aggregate.

## **OWNERSHIP OF DOCUMENTS AND COPYRIGHT**

- 1.20 All Intellectual Property and Know How owned by or licensed to the Adviser prior to and after the Commencement Date other than any Intellectual Property and Know How arising from the performance of the Services is and shall remain the property of the Adviser.
- 1.21 All Intellectual Property and Know How owned by or licensed to Cambridgeshire Horizons prior to and after the Commencement Date shall remain the property of Cambridgeshire Horizons.
- 1.22 All Intellectual Property and Know How arising from the performance of the Services shall vest in Cambridgeshire Horizons in accordance with clauses 1.22 below.
- 1.23 The Adviser hereby assigns and agrees to assign its rights in all Intellectual Property and all Know How, arising from the performance of the Services to Cambridgeshire Horizons and at the request and expense of Cambridgeshire Horizons, the Adviser shall execute all such documents and do all such other acts and things as Cambridgeshire Horizons may reasonably require in order to vest fully and effectively all such Intellectual Property and Know How in Cambridgeshire Horizons or its nominee.
- 1.24 For the avoidance of doubt, copyright in any reports or other documents prepared by the Adviser for Cambridgeshire Horizons shall vest in Cambridgeshire Horizons and Cambridgeshire Horizons shall be entitled to use, copy and disseminate such reports or other documents as it shall, at its sole discretion, see fit. For the avoidance of doubt, the Adviser shall have no liability for any use of the reports or documents which is not a use for which they were originally produced by the Adviser.

## **TERMINATION AND POSTPONEMENT**

- 1.25 Cambridgeshire Horizons for any reason may terminate this Agreement by giving one month's written notice to the Adviser. In such event Cambridgeshire Horizons shall, subject to the provisions of Clauses 1.8 to 1.14 pay the Adviser for all work carried out, up to the date of termination.
- 1.26 Cambridgeshire Horizons may terminate this Agreement by written notice with immediate effect if at any time:
- 1.26.1 The Adviser commits a breach of any term of this Agreement which is incapable of remedy or is not remedied within seven (7) days from the date of a notice in writing specifying such breach;
  - 1.26.2 Cambridgeshire Horizons discovers or is notified of a material misrepresentation by the Adviser during the process leading to the award of this Agreement;
  - 1.26.3 The Adviser commits any of the acts mentioned in Clause 1.30;
  - 1.26.4 The Adviser or any one or more of the Adviser's partners becomes bankrupt or enters into an arrangement for the benefit of his or her creditors; or

- 1.26.5 The Adviser has a conflict of interest or, in the opinion of Cambridgeshire Horizons, the Adviser is likely have a conflict of interest in performing the Services.
- 1.27 Upon any termination of the appointment, the Adviser shall deliver to Cambridgeshire Horizons any and all documents relating to the Services (whether in the course of preparation or completed).
- 1.28 If this Agreement is terminated in accordance with the provisions of clause 1.26 the Adviser shall be liable to pay Cambridgeshire Horizons' reasonable costs incurred by it in securing the services of a replacement adviser and Cambridgeshire Horizons shall be entitled to recover from the Adviser the difference in cost to Cambridgeshire Horizons of the fees payable to the replacement adviser for the completion of the Services insofar as such fees exceed the cost of the fees that would have been payable to the Adviser had the Agreement not been terminated.
- 1.29 Termination or postponement of the Adviser's appointment shall be without prejudice to the rights and remedies of either party in respect of any antecedent breach.

#### **BRIBERY AND CORRUPTION**

- 1.30 Cambridgeshire Horizons shall be entitled to terminate this Agreement and to recover from the Adviser the amount of any loss or damage resulting from such cancellation if:
- 1.30.1 The Adviser shall have offered or given or agreed to offer or give to any person any gift consideration inducement or reward of any kind for doing or not doing any action in relation to this Agreement or any other contract with Cambridgeshire Horizons; or
- 1.30.2 Any such acts shall have been done by any person employed by the Adviser or acting on its behalf (whether with or without the knowledge of the Adviser); or
- 1.30.3 In relation to any contract with Cambridgeshire Horizons the Adviser or person employed by it or acting on its behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916.

#### **ASSIGNMENT AND THIRD PARTIES**

- 1.31 The Adviser shall not, without the prior written agreement of Cambridgeshire Horizons (such agreement not to be unreasonably withheld), assign or transfer any benefit, duty or obligation under this Agreement, or any right or remedy available to it hereunder.
- 1.32 The Adviser shall not sub-contract to or allow any other person to perform any of the Services without Cambridgeshire Horizons' prior written consent. Any such sub- contracting shall not in any way relieve the Adviser from its liabilities hereunder and the Adviser shall be and shall remain fully responsible in respect of the Services notwithstanding such sub-contracting.

## CONFIDENTIALITY AND DATA PROTECTION

- 1.33 “Confidential Information” shall mean all information which is imparted or obtained under or in connection with this Agreement on, before or after the Commencement Date set out in the Services Schedule in confidence (whether in writing, verbally or by other means and whether directly or indirectly) or is of a confidential nature, the business or prospective business, current or projected plans or internal affairs of either of the parties, including in particular, but not limited to, the terms of this Agreement, all know-how, trade secrets, operations, processes, and unpublished information relating to either of the parties’ intellectual property, and any other commercial, financial or technical information relating to the business or prospective business of either of the parties;
- 1.34 The Adviser will note and facilitate Cambridgeshire Horizons’ compliance with the Freedom of Information Act 2005 (or any statutory modification or re-enactment) and any related guidelines or codes of practice (collectively referred to as “the FOIA”).
- 1.35 Each party shall keep the other's Confidential Information confidential unless:
- 1.35.1 The Confidential Information was already lawfully known, or became lawfully known to that party independently;
  - 1.35.2 The Confidential Information is in, or comes into, the public domain other than due to wrongful use or disclosure by Cambridgeshire Horizons or Adviser;
  - 1.35.3 Disclosure or use of the Confidential Information is necessary to carry out this Agreement;
  - 1.35.4 Disclosure is required by law (including but not limited to under the FOIA) or disclosure is permitted by the Human Rights Act 1998.
- 1.36 In the event that Cambridgeshire Horizons is required to provide information to a person as a result of a request made to it under the FOIA, Cambridgeshire Horizons shall adhere to the requirements of the FOIA in disclosing information relating to this Agreement and the Adviser.
- 1.37 The Adviser shall assist Cambridgeshire Horizons at no additional charge in meeting any requests for information in relation to the Agreement, which are made to Cambridgeshire Horizons in connection with the FOIA. Cambridgeshire Horizons may, from time to time, serve on the Adviser an information notice requiring the Adviser within such time and in such form as is specified in the information notice, to furnish Cambridgeshire Horizons with such information as Cambridgeshire Horizons may reasonably require relating to such requests for information.
- 1.38 In so far as the Adviser is required to process data about either Cambridgeshire Horizons employees or Cambridgeshire Horizons’ customers or both (“Relevant Data”), the Adviser must not do or fail to do anything which might or will jeopardize Cambridgeshire Horizons’ ability to comply with the requirements of the Data Protection Act 1998 and must comply with Cambridgeshire Horizons’ reasonable requirements concerning the use of such data.

1.39 All Relevant Data shall be returned to Cambridgeshire Horizons at the end of this Agreement.

1.40 The obligations under clauses 1.40 to 1.46 shall continue after termination of this agreement for a period of 3 years.

## **DISCRIMINATION AND EQUALITY**

1.41 The Adviser shall not discriminate directly or indirectly, or by way of victimisation or harassment, against any person on the grounds of colour, race, nationality, ethnic or national origin, contrary to the Race Relations Act 1976 (as amended) or on the grounds of sex, sexual orientation, disability, age, religion or belief.

1.42 The Adviser shall notify Cambridgeshire Horizons forthwith in writing as soon as it becomes aware of any investigation or proceedings brought or to be brought against the Adviser under the Race Relations Act 1976 or equivalent legislation.

1.43 Where any investigation is undertaken by a person or body empowered to conduct such investigation and/or proceedings are instituted in connection with any matter relating to the Adviser's performance of this Agreement being in contravention of any relevant legislation, the Adviser shall, at no cost to Cambridgeshire Horizons:

- Provide any information within the specified timescale
- Attend any meetings required and permit Adviser staff to attend if so required.
- Promptly permit access to and investigation of any documents or data deemed to be relevant itself appear and permit Adviser staff to appear as witnesses in any associated proceedings cooperate fully and promptly in every way required by the person or body conducting such investigation during the course of that investigation.

1.44 Where any investigation is conducted or proceedings are brought under the Race Relations Act 1976 which arise directly or indirectly out of any act or omission of the Adviser, its agents or subcontractors, or the Adviser's staff and where there is a finding against the Adviser in such investigation or proceedings the Adviser shall indemnify Cambridgeshire Horizons with respect to all costs, charges and expenses (including legal and administrative expense) arising out of or in connection with any such investigation or proceedings and such other financial redress to cover any payment Cambridgeshire Horizons may have been ordered or required to pay a third party.

1.45 In the event that the Adviser enters into any subcontract in connection with this Agreement, it shall impose obligations on its subcontractors in terms substantially similar to those imposed on it pursuant to clauses 1.52 to 1.55.

## **RELATIONSHIP BETWEEN THE PARTIES**

1.46 Nothing shall be construed as creating a partnership, contract of

employment or relationship of principal and agent between the parties.

It is mutually agreed and declared that no relationship of employer and employee is created hereby and that the Adviser's personnel are employed by the Adviser and that Cambridgeshire Horizons Ltd is a customer of the Adviser. Accordingly:

- The Adviser's personnel have no rights under this Agreement to sick pay, holiday payments, pension or sickness benefit or any other advantages or privileges enjoyed by employees of Cambridgeshire Horizons Ltd;
- The Adviser is liable for making appropriate payment of all tax, national insurance contributions and such other taxes or levies payable in respect of the Adviser's personnel's activities;
- The Adviser will indemnify Cambridgeshire Horizons Ltd and keep it indemnified against all claims and demands which may be made on Cambridgeshire Horizons Ltd in respect of taxation on earnings and national insurance contributions payable in respect of the Adviser's personnel.

#### **ALTERATION AND AMENDMENTS**

1.47 All additions amendments and variations to the terms of this Agreement shall be binding only if set out in writing and signed by the duly authorised representatives of the parties.

1.48 This Agreement constitutes the entire understanding between the parties with respect to the Services and supersedes all prior agreements, negotiations and discussions between the parties relating to the Services. Nothing in this Agreement shall limit either party's liability for fraudulent misrepresentation.

#### **NOTICES**

1.49 Any notice to be given under the terms of this Agreement shall be properly served by sending the same by recorded delivery post, e-mail or facsimile to the following addresses and facsimile numbers of the parties hereto:

1.50

CAMBRIDGESHIRE  
HORIZONS:

The Adviser:

[    ]

[    ]

Endurance House  
Vision Park  
Histon  
Cambridge  
CB24 9ZR

Tel: 01223  
FAX: 01223 714041

Tel: [        ]  
Fax: [        ]

The parties shall promptly notify one another of any change of address, telephone or facsimile number.

### **FORBEARANCE**

- 1.51 No forbearance, indulgence or relaxation on the part of Cambridgeshire Horizons shown or granted to the Adviser in respect of its obligations under this Agreement, shall in any way affect restrict or diminish the rights and powers of Cambridgeshire Horizons under this Agreement or operate as or be deemed a waiver of any breach of contract.

### **THIRD PARTY RIGHTS**

- 1.52 Except as otherwise provided herein, nothing in this Agreement is intended to confer on any person any right to enforce any term of this contract against Cambridgeshire Horizons which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

### **SURVIVAL OF CLAUSES**

- 1.53 The clauses 1.15 – 1.19, 1.20 – 1.24, 1.25 – 1.29, 1.30, 1.33 – 1.40, 1.42 – 1.45, 1.46, 1.47 – 1.48, 1.49 – 1.50, 1.51, 1.52, 1.53, 1.54 – 1.55, shall survive the termination or expiry of this Agreement.

### **GOVERNING LAW**

- 1.54 This Agreement shall be subject to the laws of England.
- 1.55 The parties submit to the exclusive jurisdiction of the English courts.