

# GREEN BELT AND COUNTRYSIDE STUDY FOR GUILDFORD BOROUGH

## **A. BRIEF FOR CONSULTANT**

### **1.0 Requirements**

- 1.1 Guildford Borough Council (GBC) is preparing a Local Development Framework for the Borough, the Guildford Development Framework (GDF), a suite of planning documents that will direct change and growth in the area in the period to 2026. These documents will include the Core Strategy, a Town Centre Area Action Plan for Guildford, a Site Allocations document and Development Management policies.
- 1.2 A map showing Guildford Borough, the Green Belt and Countryside beyond the Green Belt is attached as Annex 1. The Council's preference for the provision of future development in Guildford Borough, particularly new housing and employment, is - as far as is reasonably practicable and sustainable - to locate this within the existing designated<sup>1</sup> built-up areas.
- 1.3 The current Surrey Structure Plan (2004) and draft South East Plan (2008) anticipate that, if sufficient land supply cannot be identified within existing built-up areas of the Borough to meet future development requirements, particularly for the area within the London Fringe sub-region, some Green Belt land will need to be allocated for a sustainable urban extension of Guildford. The South East Plan (policies SP5 and LF5) recommends 'selective review of the Green Belt' in the vicinity of north-east Guildford: a 'broad location' or area of search that it deems suitable for development, within which a number of suitable sites may exist (paragraph 1.17, PPS11). The RSS, however, does not – and cannot - identify specific sites suitable for development; Development Plan Documents (DPD) are the place for site allocations (ibid).
- 1.4 A thorough, up to date local study of all potential options for sustainable urban expansion of Guildford town did not inform the South East Plan. Reference to the vicinity of north-east Guildford arose from evidence considered at the South East Plan Examination in Public, arising from earlier the Surrey Structure Plan work. Consistent with PPS11, the Plan apportions responsibility for selective Green Belt review to the relevant local authorities.
- 1.5 The Borough Council intends only to plan for release of green field/Green Belt land within the Borough if the Strategic Housing Land Availability Assessment (SHLAA) indicates that:
- sufficient sites cannot be identified within the existing built-up areas during the plan period, and
  - strong, up to date local evidence soundly demonstrates that a particular area or areas of land represent the most sustainable location for a portion of the Borough's future development needs in the longer-term (from the 2006 baseline until- 2031).
- 1.6 Guildford Borough Council ("the client") is seeking to appoint a consultant to carry out a robust local study of the Borough's Green Belt and Countryside beyond the Green Belt, to identify which area or areas represent the most sustainable location(s) for longer-term

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<sup>1</sup> Guildford Borough Local Plan 2003

growth, taking into account relevant higher-level policy, guidance and recent good practice in the field of countryside reviews.

- 1.7 The process and outcomes of this study will be distinct from but will need to align with and feed into the Strategic Housing Land Availability Assessment (SHLAA), which the Council is currently preparing (scheduled for completion summer 2009). Duplication of research is to be avoided.
- 1.8 The study will need to follow a clear and logical methodology, follow acknowledged good practice and be presented in electronic and hard copy formats, which will be used as a significant component of the evidence base supporting the Core Strategy, and potentially also later Local Development Documents.

## **2.0 Key objectives**

2.1 The Green Belt and Countryside Study must:

- Provide a robust, independent assessment of Guildford Borough's Green Belt and Countryside beyond the Green Belt with a view to potential release for development purposes in the longer-term, should this be necessary within the GDF plan period - 2006-2026 (and up to 2031), identifying realistic sustainable location(s) for green field release.

2.2 This will require you to:

- Identify best practice in Green Belt review and other relevant landscape / countryside studies, through a brief critical assessment to identify a preferred methodology for Guildford Borough;
- Appraise the Borough's Green Belt and Countryside beyond the Green Belt using agreed sustainability criteria, having regard to the purposes of the Green Belt (PPG2), countryside (PPS7) and the Guildford Borough Landscape Character Assessment (2007);
- Identify realistic sustainable location(s) for green field release in the longer-term (until-2031), should this be necessary, including areas where the Green Belt and/or Countryside beyond the Green Belt boundary may be re-designated (including both removal and/or addition to the Green Belt);
- Identify any inter-relationship between the Green Belt or and Countryside beyond the Green Belt within Guildford Borough and that within Woking Borough and other Boroughs which directly affect Guildford and the Borough's long term sustainable development options;
- Have regard to strategic gaps between settlements, in so far as is appropriate in light of the latest national, regional and LDF contexts;
- Where any areas are identified as possibly being suitable for release from the Green Belt and/or Countryside beyond the Green Belt to meet future development requirements, to identify suitable mitigation measures;
- Provide commentary in respect of relevant draft Core Strategy policies, including Policy CP1 Location of Growth;

- Provide a reasoned justification for all areas considered, both those recommended for release from the Green Belt or Countryside beyond the Green Belt and those dismissed through the assessment;
- Present the study in an accessible format that will allow, should circumstances require, updates to be made and the findings to be aggregated with those of other similar studies that may be prepared in the wider county or sub-regions.

### **3.0 Policy context**

- 3.1 The study must have regard to the wider planning context of the GDF and Core Strategy, including those documents listed in Annex 2.

### **4.0 Work to date and background**

#### Earlier work

- 4.1 Some evidence concerning Green Belt and Countryside beyond the Green Belt release was prepared and tested through the Surrey Structure Plan inquiry (November 2003), and considered again through the draft regional spatial strategy (RSS) South East Plan Examination in Public (2006 – 2007). Key documents include:

#### ➤ Surrey Structure Plan 2004

- Surrey Structure Plan Technical Paper 1: Options for Future Housing Development in Surrey (November 2002)
- Surrey Structure Plan Technical Paper 2: Evaluation of Locations as New Communities (November 2002)
- Surrey Structure Plan Technical Paper 5: The Green Belt in Surrey (November 2002)
- Surrey Structure Plan Technical Paper 7: Masterplan Guidance for New Communities (November 2002)
- Surrey Housing Capacity Study (June 2003)
- SCC Statement for Matter 3 – Release of Housing Land (Policy L08) (November 2003)

Historic documents relating to the Surrey Structure Plan examination can be viewed here:

[http://www.surreycc.gov.uk/sccwebsite/sccwspages.nsf/LookupWebPagesByTITLE\\_RTF/Surrey+Structure+Plan+-+historic+documents?opendocument](http://www.surreycc.gov.uk/sccwebsite/sccwspages.nsf/LookupWebPagesByTITLE_RTF/Surrey+Structure+Plan+-+historic+documents?opendocument)

#### ➤ South East Plan (draft 2008)

- South East Plan Examination in Public Panel Report (August 2007)
- SEERA's written statement to the examination in public regarding matter 2B (2007)
- Participant's statements for matters 2A spatial strategy, 2B Green Belt & strategic gaps, 2A spatial strategy revisited (2007)
- Secretary of State's Proposed Changes to the South East Plan (July 2008)

Different parts of Guildford Borough lie within the London Fringe sub-region, the Western Corridor Blackwater Valley sub-region and the residual, 'rest of' area of Surrey, as the map in Annex 3 illustrates.

Historic documents relating to the South East plan examination can be viewed here:

<http://www.eipsoutheast.co.uk/home/>

#### Housing capacity / potential studies and housing land supply

4.2 The capacity of the Borough's urban areas for future housing development is closely monitored year on year. A series of reports record the findings of these studies, including:

- Guildford Housing Potential Study (June 2007)
- Interim Guildford Housing Land Assessment (IGHLA) - sets out the Council's 5-year housing land availability (August 2008) before completion of the SHLAA.

<http://www.guildford.gov.uk/GuildfordWeb/Planning/PlanningPolicy/EvidenceBaseAndStatisticalInformation/HousingPotentialStudy.htm>

#### Strategic Housing Land Availability Assessment (SHLAA)

4.3 Pursuant to revision of Planning Policy Statement 3 Housing, the Council is preparing a Strategic Housing Land Availability Assessment (SHLAA) study, completion is anticipated in summer 2009. The draft findings will be made available to the appointed consultant for use in the Green Belt and Countryside study. The Green Belt and Countryside Study will need to dovetail with the SHLAA, to inform and support the Core Strategy in making the right decision on the direction, or directions, in which Guildford town should grow in the longer-term. The latest news on SHLAA study can be found on the Council's website, see: [http://www.guildford.gov.uk/guildfordweb/planning/planningpolicy/evidencebaseandstatisticalinformation/strategic+housing+land+availability+assessment+\(shlaa\).htm](http://www.guildford.gov.uk/guildfordweb/planning/planningpolicy/evidencebaseandstatisticalinformation/strategic+housing+land+availability+assessment+(shlaa).htm)

#### Other relevant studies / information

4.4 A range of other research should also inform the study, including:

- the detailed Guildford Borough townscape and landscape study, the Landscape Character Assessment (January 2007)
- Strategic Flood Risk Assessment (February 2009)
- Transport evidence (various)
- Ecology evidence, including phased resurveys of Sites of Nature Conservation Importance (SNCI)
- Initial sustainability appraisal of the Core Strategy
- Annual monitoring report – housing trajectory
- Submissions to the Guildford Borough Local Plan examination

4.5 Regard must also be given to relevant LDF examination inspectors' recommendations in respect of Green Belt Review, including those for Windsor & Maidenhead and Spelthorne.

## 5.0 Methodology

5.1 The submitted tenders must set out clearly the tenderer's proposed methodology for carrying out the Study including:

- i) identification of recent good practice
- ii) assessment of relevant national and regional planning policy
- iii) identification of the role and purpose of the Borough's Green Belt and Countryside beyond the Green Belt within the context of the draft RSS and its requirement for selective Green Belt review
- iv) presentation of information and analysis necessary to identify potential development locations and their capacity for development (drawing on the SHLAA technical work and other evidential sources such as sustainability appraisal)
- v) establishing a transparent and robust (points based or equivalent) scoring and ranking system to consistently evaluate all areas of the Green Belt and Countryside beyond the Green Belt, to:
  - a. assess the contribution each area makes to fulfilling the purposes of Green Belt (PPG2) and/or countryside (PPS7) and taking into account the relative importance of these purposes to the Borough,
  - b. evaluate each area of Green Belt and Countryside beyond the Green Belt using sustainability testing, against agreed sustainability criteria (including: assessment of locations according to: the opportunities they offer for integration with existing community(ies) and for securing infrastructure that could benefit the site, and also the wider existing community(ies); and locations' contribution to the quality and value of landscape character in the borough).
  - c. analyse and cross reference the findings of both to identify geographical opportunities for sustainable development in the Green Belt and/or and Countryside beyond the Green Belt.

Equal and full consideration must be given to all areas of the Green Belt and Countryside beyond the Green Belt, including land adjoining all urban areas and village settlements, and not just the north-east Guildford area referred to in the draft South East Plan. A filtering process is anticipated, using the purposes of Green Belt and countryside ('a' above) and clear sustainability criteria ('b' above) to initially focus consideration down from all sites to those with greatest potential, on which more detailed analysis should then be undertaken.

- vi) analysis of search areas, collation, recording and presentation of information of each on a database and in a written and illustrated report, that brings together:
  - a. the outputs of analysis,
  - b. the identification of physical constraints to sustainable development in the Green Belt and Countryside beyond the Green Belt,
  - c. the identification of defensible Green Belt and Countryside beyond the Green Belt boundaries within the context of plan periods 2006-2016, 2016-2026, and 2026-2031, and

- d. the identification of defensible Green Belt and Countryside beyond the Green Belt boundaries post 2031.

vii) assessment of the draft Core Strategy Green Belt, countryside and location of growth policies and assessment of their robustness, providing any recommendations.

5.2 Important note: see also the requirements of Section 15 'Tender Submissions'

5.3 Publication of the South East Plan is expected in Spring 2009. The Green Belt and Countryside Study will need to reflect and respond to any new or amended requirements concerning Green Belt/countryside selective review arising from the published RSS.

## **6.0 Inputs**

6.1 A number of key information sources are listed above under 'work to date and background'. Annex 2 notes key policy context. The successful consultant will be expected to use these draft and completed documents and other relevant, reliable information sources to inform the study.

6.2 Close liaison with Planning Policy officers will be essential.

## **7.0 Output**

7.1 The successful consultant will be required to:

1. Undertake a comprehensive study of all Green Belt and Countryside beyond the Green Belt land within Guildford Borough, to identify the most sustainable area or areas for future growth in the longer-term, if sufficient land cannot be identified within the existing built up areas to accommodate development requirements, and any opportunity for full or part compensation through new designation of Green Belt, to inform Guildford Borough's Core Strategy and other Local Development Documents;
2. Consider both the GDF plan period (2006-2026) and, if Green Belt land is required, the need to avoid any further Green Belt release until at least post April 2031 (draft SE Plan policy SP5 refers);
3. Consider the above within the context of relevant higher-level policy and guidance, and identified good practice elsewhere; and
4. Follow a clear and logical methodology that is explained in detail including a clear audit trail of the stages and any consultation undertaken;
5. Ensure the process and outcomes of the Green Belt and Countryside Study, respectively, align with and feed into the Strategic Housing Land Availability Assessment (SHLAA) and into the GDF transport modelling for Guildford Borough (programmed March – May 2009);
6. Presented in electronic and hard copy formats, including a copy of any electronic assessment tool used for the research (with training and appropriate authority to use as necessary), so that the Council is able to review the study at future stages of the GDF to take into account any significant changes in circumstances;
7. Provide a clear, reasoned justification for conclusions in respect of all areas of the Green Belt and / or Countryside beyond the Green Belt considered.

## **8.0 Report Format**

- 8.1 The successful consultant will be required to produce a written report that includes a non-technical summary of findings. The report must not compromise any confidential or commercially sensitive information, so that it may form a publicly accessible part of the GDF evidence base.
- 8.2 The consultant may be required to present its draft findings at a meeting of the Guildford Development Framework Members' Working Group before producing the final report. If required, the consultant may also be required to present its findings to further or all Councillors of the Borough Council.
- 8.3 The report must be written in a style that is accessible, concise and easy to read. The report must include all relevant illustrations including maps and assessment tables used during or the product of the study process, with suitable use of annexes.
- 8.4 Three bound colour copies of the report will be required, together with appropriate electronic copies (provided in Word, Excel and PDF formats, as appropriate, on two CD ROM discs). The report and supporting illustrations should be capable of being printed in A4 or A3 format for ease of reproduction and distribution in their use as reference documents.

## **9.0 Appointment**

- 9.1 The report must be addressed to the Borough Council as "client". The client contact will be Tracey Haskins, Planning Policy Manager, Planning Services, Guildford Borough Council.
- 9.2 The successful tenderer will be appointed by letter on the basis of the Terms of Engagement attached at Annex 4. The client will reserve the right to have the contract executed as a deed. Please note that copyright for the completed study report and electronic assessment tool will rest with the client.

## **10.0 Other Requirements**

- 10.1 Preparation of this work will require close working and liaison with the officers of Guildford Borough Council. The consultant is expected to keep the client informed of progress at all times, attending progress meetings when necessary, and be clear about any recommendations or assumptions that may differ from those initially agreed with the client.

## **11.0 Timetable**

- 11.1 First findings are required by **23 March 2009**, to feed into transport modelling. A draft report with findings will be required by **31 May 2009**. The date for submission of the final report is **1 July 2009**.
- 11.2 The requirement to meet these dates is essential as the study must align with preparation of the Strategic Housing Land Availability Assessment (SHLAA) and Core Strategy, as Table 1 (next) shows. The successful tenderer will not be required to work directly on either the SHLAA or Core Strategy, but the Green Belt and Countryside Study will inform both. The main work period on the Study is highlighted.

**Table 1**

<b>month 2009</b>	<b>Green Belt and Countryside study</b>	<b>SHLAA</b>	<b>Core Strategy</b>
January	research and prepare brief	Project board meeting	finalise consultation draft document
February	4 February - tenders invited  25 February - closing date for receipt of tenders	Assessing suitability of sites, housing potential and availability.	Executive committee
March	early March appoint consultant  start up meeting  undertake study  mid March - progress meeting  by 23 March - make early findings available to feed into SHLAA and GDF transport modelling	Assessing suitability of sites, housing potential and availability.  Appoint consultant for viability work	consultation begins 11 March
April	continue to undertake study		consultation closes 29 April
May	progress meeting  31 May - draft report with findings  feed draft findings into SHLAA		consider responses and update document
June	amendments or additional work as necessary	draft SHLAA findings inform Core Strategy and Green Belt study	finalise publication draft document for committee
July	final report by 1 July 2009		Executive committee
August	-	Write up assessment	preparation for publication
September	-	Publish SHLAA study with Core Strategy	pre-submission publication & 6 week



			consultation
October	-	-	collate and review responses, prepare for submission
November	-	-	collate and review responses, prepare for submission
December	-	-	submit to Secretary of State

11.3 Due to the short timescale, it is essential that tenderers are available to start work immediately on the project, at the beginning of March 2009.

## 12.0 Fee Basis

12.1 The appointment will be on the basis of a fixed fee to provide the services outlined in the brief. The fee must be exclusive of VAT and inclusive of attending meetings and presentations, all travel, reproduction and other incidental costs, expenses and disbursements.

12.2 The client will agree to a stepped payment of the fee; if so, the consultant must make it clear in the tender what the expected dates for stage payments of the fee will be, with an explanation as to how payments relate to stages of work. A suggested phasing would indicate a first part payment upon delivery of the early findings to feed into the SHLAA and GDF transport modelling (March), second payment upon delivery of the draft report with findings (May) and final payment upon delivery of the final report and all associated work (July 2009).

## 13.0 Follow-up Support

13.1 The appointed consultants may be required, if necessary, to provide follow-up support after completion of the Green Belt and Countryside Study. For example, presentation of evidence to the Core Strategy or Site Allocations Examination in Public.

13.2 The appointment will therefore include an agreed hourly rate for specified staff for additional work that may be required. Tenders must therefore include an hourly rate for any work over and above the original scope of the contract.

## **B. INSTRUCTIONS FOR TENDERING**

### **14.0 Instructions**

- 14.1 Three copies of the tender must be returned by **12:00 noon 25 February 2009** in a sealed envelope **marked clearly “*Quotation for Guildford Green Belt and Countryside Study*”**, and addressed to:

Carol Humphrey MRTPI  
Head of Planning Services  
Guildford Borough Council  
Millmead House  
Millmead  
Guildford  
Surrey  
GU2 4BB

### **15.0 Tender Submissions**

- 15.1 Submissions must be no more than 8 pages or 10,000 words excluding appendices and should include the following:
- 1) evidence of relevant experience including case studies;
  - 2) the names and addresses of 2 referees;
  - 3) an explanation of the methodology the consultant intends to carry out the study;
  - 4) an outline of what format the report will take including main headings;
  - 5) the name of the proposed project leader and any team members;
  - 6) an outline of the experience of the project leader and any further team members and their relevance to this commission;
  - 7) if relevant, an explanation as to how the team will work together;
  - 8) the proposed work programme for delivering the work within the target dates;
  - 9) confirmation that undertaking the work would not present a conflict of interest\*;
  - 10) confirmation that if appointed the Tenderer will fully accept Guildford Borough Council's Terms of Engagement;
  - 11) Tenderers must submit, with their Tender, evidence that they hold employers, public liability and professional indemnity insurance to the required level. If a Tenderer does not already hold the minimum level of cover specified in clause 8.1 of the Terms of Engagement they must submit evidence that if appointed they will be able to obtain the necessary additional cover;
  - 12) a fixed fee for the provision of services required by the brief;
  - 13) a breakdown of broad proposed hours of work and hourly rates etc;
  - 14) a statement confirming that the fee is inclusive of time to attend meetings and presentations, travel, reproduction and other incidental costs, expenses etc; and
  - 15) a breakdown of stepped payments of the fee, when they would become payable and how these relate to stages of work, including an hourly rate for any work over and above the original scope of the contract.

\* tenders cannot, for example, be accepted from any consultancy promoting, or acting on behalf of a landowner or developer, promoting land within Guildford Borough or which is under consideration for either the SHLAA study or Site Allocations.

15.2 Important note: see also the requirements of Section 5 'Methodology'

15.3 If you have any questions regarding this brief, including about the client's Terms of Engagement (attached at Annex 4), please contact Sam Cuthbert or Tanya Mankoo-Flatt by 13 February 2009 at: Planning Policy, Planning Services, Guildford Borough Council, Millmead House, Millmead, Guildford, Surrey, GU2 4BB. Telephone 01483 444661.

## **16.0 Selection of Tenderer**

16.1 Once all tenders have been evaluated, the client reserves the right to call tenderers in for interview in order to clarify any aspect of their tender. If required, interviews will take place in early March 2009 (exact date tbc if required) at the Borough Council offices, with a view to appointing the successful tenderer in the week beginning 2 March 2009.

## **17.0 Freedom of Information Act 2000**

17.1 GBC as a public body is committed to open government and to meeting its legal responsibility under the Freedom of Information Act 2000 ("the Act"). Accordingly all information submitted to the client may need to be disclosed by the Council in response to requests under the Act. The Council may also decide to include certain information in its publication schemes, which it maintains pursuant to the Act. If the tenderer considers that any of the information included in its tender is commercially sensitive the Council requests that it identifies such information and explains (in broad terms) what harm might result from disclosure of such information if a request were received by the Council and also the time period applicable to that sensitivity.

17.2 Tenderers should be aware that, even where they have indicated that information is commercially sensitive, the Council may be required to disclose such information under the Act if a request is received. Tenderers should note also that the receipt of any materials marked "confidential" or equivalent by the Council should not be taken to mean the Council accepts any duty of confidence by virtue of that marking. If a request under the Act is received, the Council may also be required to disclose details of unsuccessful tenders.

## **C. EVALUATION OF TENDERS**

### **18.0 Evaluation**

18.1 The 'Client' will select the bid that demonstrates best value and best meets the requirement as set out in Section A above. This means that all tenders will be evaluated on the basis of the "most economically advantageous tender". In order to do this, each tender will be evaluated on financial grounds and qualitative criteria, adjusted according to a 40% price: 60% quality weighting system.

### **Financial Assessment**

18.2 Tenders will be evaluated (afforded 40% weight) on the basis of comparing the fixed fee to other tenderers' fixed fees to ascertain which offers best value. Any of the following factors may be taken into account in coming to this decision

- a) *Is the fee qualified in any way, and if so are any qualifications reasonable?*
- b) *Does the fee include expenses/disbursements etc? (Note: the fee should be inclusive of all ancillary costs)*
- c) *Does the fee include a breakdown of proposed hours and hourly rates etc*
- d) *Do the resources match the fee?*
- e) *Are there any concerns relating to the price versus quality of the service offered e.g. are there concerns as to whether the fee is too low to be sustained?*

### **Qualitative Assessment**

18.3 Tenders will be also be evaluated (afforded 60% weight) on the basis of quality of service being offered. This will include a scoring mechanism that scores how well the tenderer has demonstrated its ability to meet the following criteria:

#### 1) Relevant experience

- a) *experience of the tenderer undertaking comparable Green Belt land or countryside study assessments*
- b) *resources for obtaining relevant local, regional and national information*
- c) *ability to undertake appropriate land and sustainability assessments*
- d) *understanding of current local, regional and national planning policies and good practice*
- e) *experience of working with local government, officers, councillors, stakeholders, landowners and the general public*
- f) *evidence of working on complex strategic projects of this nature*

#### 2) Proposal to undertake the work

- a) *evidence of having a full understanding of the brief*
- b) *methodology for undertaking the work that meets the client's needs*
- c) *evidence that the report format will meet the needs of the client*
- d) *evidence that the electronic assessment tool can be used at future stages of the GDF*

#### 3) Project team structure

- a) *experience and expertise of the project leader*
- b) *experience and expertise of any team members*
- c) *experience of undertaking comparable Green Belt land or countryside study assessments*
- d) *evidence of how the team will work together*

#### 4) Control and procedures

- a) *ensure proper communication and contact with the client*
- b) *a work programme that meets the Client's timescale*
- c) *a suitable timetable for reporting*

18.4 Each qualitative criterion will be awarded a maximum score of 4 as per the scoring system provided in the table below. The maximum qualitative score that any tender could be awarded is 16. It is recommended that the tenderer provides as much supporting

information as it feels necessary to allow the client to make an informed evaluation of its tender.

Qualitative Criteria Scoring Chart

<b>Description</b>	<b>Measure</b>	<b>Score</b>
Very Good/Excellent	Compliant. Tenderer's supporting statement indicates a very good understanding of and clearly demonstrates an ability to meet the requirement.	4
Good	Compliant. Tenderer's supporting statement indicates a good understanding of and demonstrates an ability to meet the requirement.	3
Acceptable	Compliant. Tenderer's supporting statement indicates a general understanding of and ability to meet the requirement. Some minor weaknesses or deficiencies and further clarification may be needed.	2
Marginal	Compliance stated by tenderer. Tenderer's supporting statement does not indicate the level of understanding and does not demonstrate an ability to meet or indicates some misunderstanding of the requirement. Some major weaknesses or deficiencies.	1
Unacceptable	Non-compliant. The tenderer's supporting statement indicates a complete misunderstanding of the requirement or non-compliance without any supporting statement regarding compliance, or the tenderer has not supplied any statement regarding compliance with the requirement.	0

*Prepared by:*

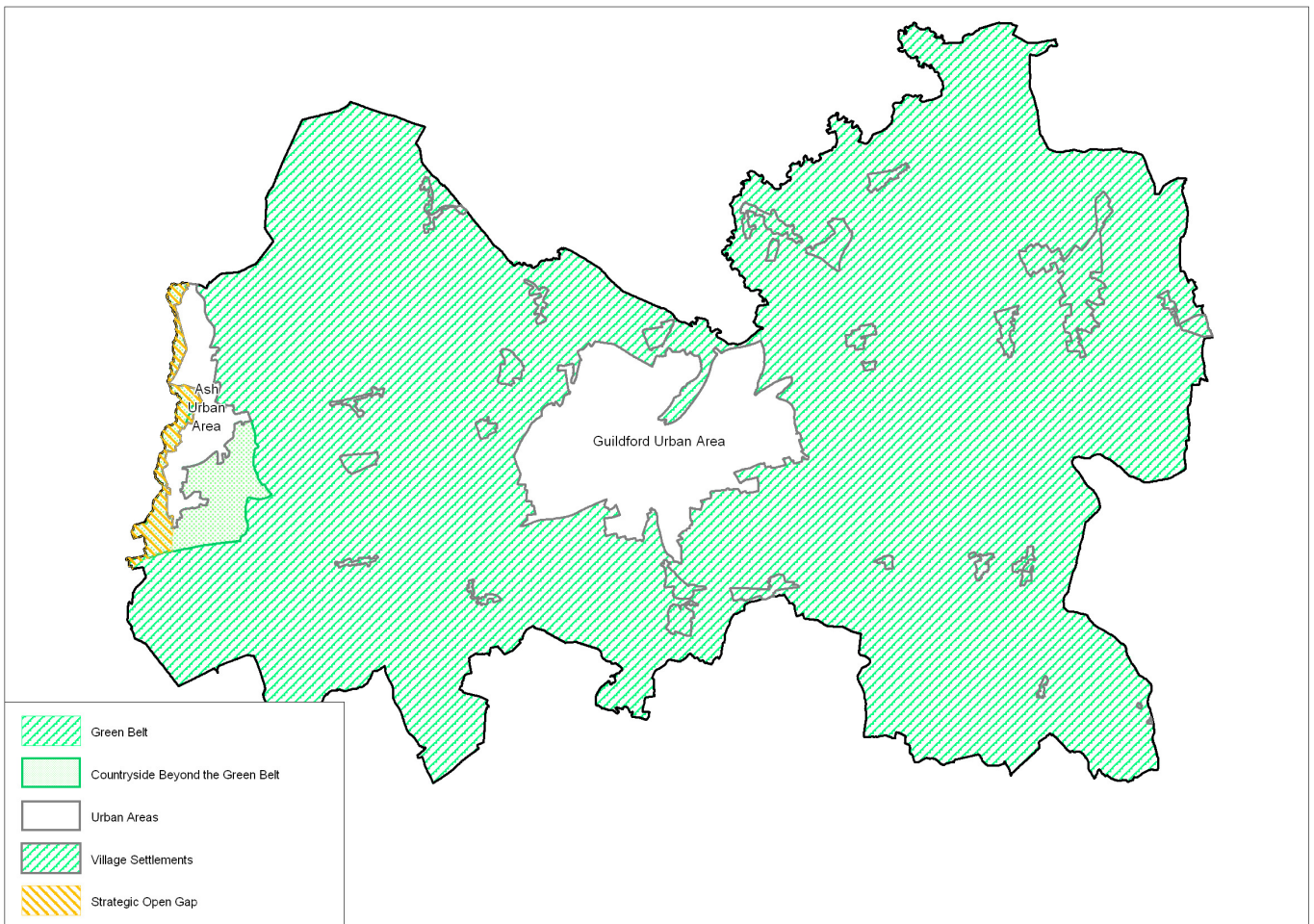
Tracey Haskins  
 Planning Policy Manager  
 Planning Policy, Planning Service  
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 Millmead House  
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February 2009

## **D. ANNEXES**

1. Map showing Guildford Borough and surrounding Green Belt and Countryside beyond the Green Belt
2. Policy context
3. Map showing the South East Plan sub-regions affecting Guildford Borough
4. Terms of Engagement

### **ANNEX 1 - Map showing Guildford Borough and Green Belt, Countryside beyond the Green Belt and the Blackwater Strategic Open Gap.**



### **ANNEX 2 - Policy context**

#### **National policy**

- Sustainable Communities Plan (2003)
- Planning Policy Guidance Note 2 – Green Belts (1995)
- Planning Policy Statement 3 – Housing (2006)
- Draft Planning Policy Statement 4 – Planning for Sustainable Economic Growth (2007)

- Planning Policy Statement 7 – Sustainable Development in Rural Areas (2004)
- Planning Policy Statement 11 – Regional Planning Strategies (2004, amended 2009)
- Planning Policy Statement 12 – Local Spatial Planning (2008)
- GOSE advised at the South East Plan examination in public that:

‘the need for boundary changes should be considered first in a review of the regional spatial strategy. Only when that need for change has been firmly established should detail changes be considered through the local plan process. This ensures that local people have a full opportunity to make representations or object to the proposed changes’ (GOSE written submission to matter 2B, 2007)

- Local planning authority Green Belt statistics (<http://www.communities.gov.uk/news/corporate/localplanningauthority2007>)

### Regional policy

- Draft South East Plan (July 2008, Secretary of State’s Proposed Changes) – please note, publication of the final South East Plan is expected in spring 2009. The Green Belt and Countryside Study will need to reflect and respond to any new or amended requirements concerning Green Belt selective review that arise.

### Local policy

- Saved policies of the Surrey Structure Plan (2004, until superseded by the South East Plan)
- Saved policies of the Guildford Borough Local Plan (2003) and supporting Supplementary Planning Guidance documents.
- Draft Guildford Development Framework (GDF) Core Strategy (for consultation March-April 2009)

Draft core policy CP1 ‘Location of Growth’ directs development primarily towards Guildford Town Centre and Guildford Urban Area and towards Ash and Tongham Urban Areas, followed by the identified village settlements. The surrounding rural areas would accommodate only limited development, with the exception of affordable housing rural exception sites. Development will be expected to make full use of all available previously developed land before the use of green field land will be considered.

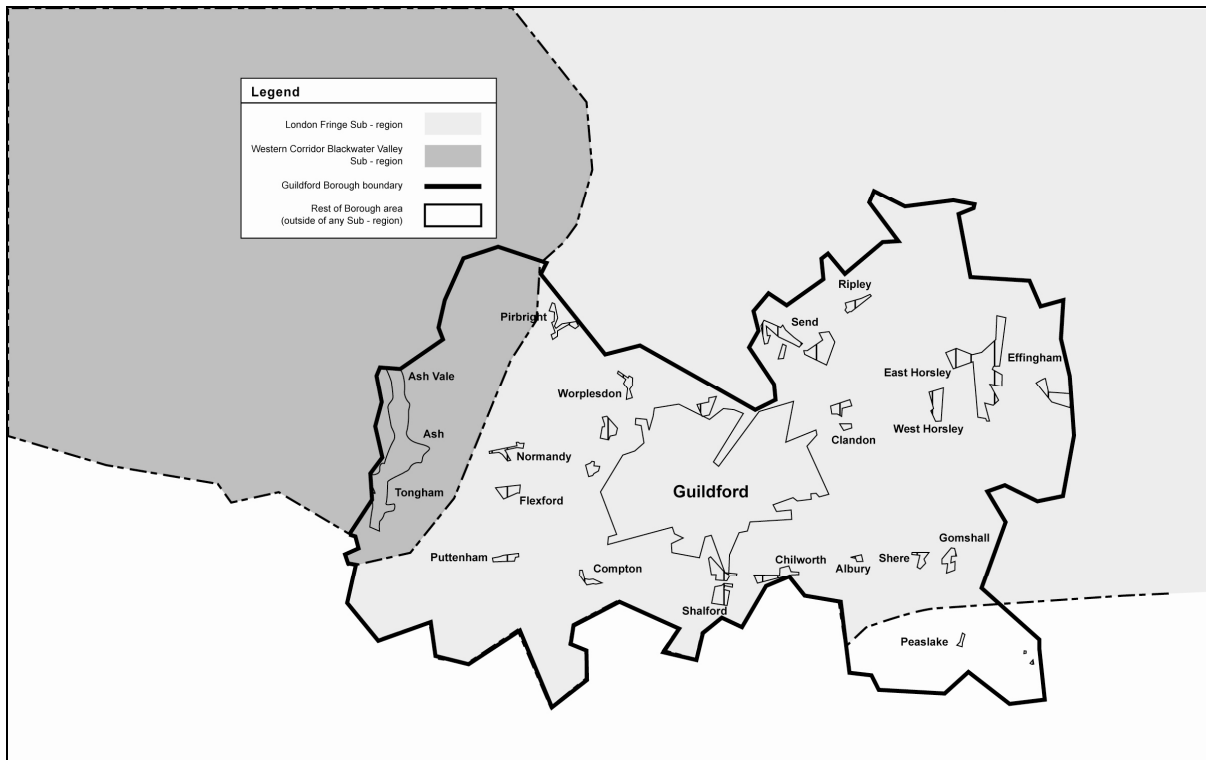
In the draft Core Strategy Green Belt land will be protected from inappropriate development. The draft regional spatial strategy (RSS), the South East Plan, requires that 397 new homes per annum be provided within that part of Guildford Borough lying within the London Fringe sub-region and in the rural part of Guildford outside both this and the Western Corridor and Blackwater Valley sub-regions (draft Policy LF3 refers and see Annex 3 for map of sub-regions and the Borough). Green Belt release will be planned for housing development and supporting infrastructure (including employment uses) only if a five year supply of housing land in Guildford Urban Area is not available. Any Green Belt release will be expected to be in accordance with a full Green Belt study, the Strategic Housing Land Availability Assessment and Economic Assessment and Employment Land Review. Land should only be released if a sustainable community of the highest standards is achieved.

The draft South East Plan requires that 25 new homes per annum be provided within that part of Guildford Borough lying within the Western Corridor Blackwater Valley sub-region (draft Policy WCBV3 refers, see Annex 3 for a map). Countryside beyond the Green Belt will similarly be protected from development that is out of scale or character of the countryside, and that could result in coalescence of settlements or the loss of a Strategic Open Gap. New market housing (and employment uses) in the Countryside beyond the Green Belt will

only be planned for if a five year supply of housing land in Ash and Tongham urban area is not available. Any release of Countryside beyond the Green Belt for housing development would need to be small in scale and sensitive to the surrounding area.

- Other GDF publications (Statement of Community Involvement, Supplementary Planning Documents and Annual Monitoring Reports)

### ANNEX 3 - Map showing the South East Plan sub-regions affecting Guildford Borough





## ANNEX 4 - The Council's standard terms of engagement

ALTERNATIVE SUB-CLAUSE 8.2 (indemnity) AND SHORT CLAUSE 18 (dispute resolution)

### PROVISION OF CONSULTANCY SERVICES

TO

### GUILDFORD BOROUGH COUNCIL

#### TERMS AND CONDITIONS

##### 1.0 DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions the following words and expressions shall have the following meanings unless inconsistent with the Contract:

1.1.1 "CEDR" means Centre for Effective Dispute Resolution International Dispute Resolution Centre 70 Fleet Street London EC4 1EW

1.1.2 "Consultant" means the person contracting with the Council to provide the Service

1.1.3 "Consultant's Brief" means the description of the Service to be provided by the Consultant as supplied by the Council (and any subsequent amendments agreed in writing between the Council and the Consultant) which is hereby incorporated into the Contract

1.1.4 "Contract" means the contract made between the Council and the Consultant to provide the Service as evidenced in the Contract Documents

1.1.5 "Contract Documents" means

- (1) these Terms and Conditions
- (2) the Consultant's Brief
- (3) the Consultant's tender to provide the Service (including the Fee Quotation Schedule)
- (4) the Letter of Appointment issued by the Council

1.1.6 "Contract Price" means the price to be paid by the Council to the Consultant for performing the Service or any element of the

Service ascertained in accordance with the Contract Documents

1.1.7 "Contract Term" shall mean the duration of the Contract as stipulated in the Contract Documents

1.1.8 "Council" means The Council of the Borough of Guildford whose principal administrative office address is Millmead House Millmead Guildford Surrey GU2 4BB

1.1.9 "days" shall mean and include each day of the week

1.1.10 "Fee Quotation Schedule" means the written information provided to the Council by the Consultant at the time he bid for the Contract which details the charges he would make for providing the Service and any subsequent amendment to these charges agreed by the Council and the Consultant in writing

1.1.11 "Letter of Appointment" means the letter of appointment issued by the Council to the Consultant accepting the Consultant's bid for the Contract and authorising the Consultant to commence undertaking the Service subject to such terms, conditions and stipulations as may be referred to in the Letter of Appointment

1.1.12 "Service" means the tasks to be undertaken by the Consultant as contained or referred to in the Consultant's Brief and the Consultant's tender to provide the Service

1.1.13 "Study Reports" has the meaning set out in clause 20.3

1.2 In these Terms and Conditions:

1.2.1 reference to any statute or statutory provision includes a reference to:

(a) that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated; and

(b) all statutory instruments or orders made pursuant to it

1.2.2 words denoting the singular number only shall include the plural and vice versa. Words denoting any gender include all genders and words denoting persons shall include firms and corporations and vice versa

1.2.3 unless the context otherwise requires reference to any clause or sub-clause is to a clause or sub-clause (as the case may be) of these Terms and Conditions

1.2.4 the headings in these Terms and Conditions are inserted for convenience only and shall not affect the construction or interpretation of them

## 2.0 THE CONTRACT

2.1 The Contract shall consist of and be evidenced by the Contract Documents

2.2 Any variation of or amendment to the Contract must be agreed by the Council and the Consultant and shall only be enforceable if evidenced in writing and signed by or on behalf of both parties

2.3 The Contract Documents together with any variation or amendment evidenced as described in sub-clause 2.2 shall comprise the Contract which shall supersede all prior agreements whether written or oral between the Council and the Consultant relating to provision of the Service (if any)

2.4 No terms and conditions proposed by the Consultant shall form part of the Contract unless evidenced in writing and signed by or on behalf of the Council and the Consultant

## 3.0 DURATION OF THE CONTRACT

3.1 The Contract shall commence from the date stipulated in the Letter of Appointment issued by the Council and shall remain in force (unless terminated earlier in accordance with Clause 9) for the period stipulated in the Letter of Appointment

## 4.0 THE SERVICE

4.1 The Consultant shall provide the Service fully in accordance with:

4.1.1 The Consultant's Brief and all other relevant information contained in the Contract Documents and any agreed variation or amendment of the Contract provided that it is evidenced in writing and signed by or on behalf of the Council and the Consultant

4.1.2 The requirements of any relevant UK or EC legislation Order Regulation Directive Standard Code of Practice or Bye-Law which may from time to time be in force

4.1.3 Without prejudice to sub-clauses 4.1.2 and 7.1 the Consultant shall comply with the Health and Safety at Work Etc Act 1974, the Sex Discrimination Act 1975, the Race Relations Act 1976 (as amended) and the Disability Discrimination Act 1997 and shall recognise the freedom of his employees to be members of Trade Unions. The Consultant shall if requested by the Council supply to the Council copies of any policies maintained by him demonstrating his compliance with the legislation stipulated in this sub-clause 4.1.3

4.1.4 Any representation made by the Consultant to the Council in writing about the manner in which he would deliver the Service if appointed

4.1.5 Any professional standards which might reasonably be expected of the Consultant in providing the Service

4.2 Without prejudice to any term implied by statute the Consultant shall use all reasonable skill care and diligence in

providing the Service and shall provide the Service in a regular and consistent manner

4.3 The Consultant shall supply all equipment and materials necessary to enable him to provide the Service

4.4 No approval consent decision authorisation or instruction made by or on behalf of the Council shall operate to exclude or limit the Consultant's obligations under the Contract

4.5 The Consultant shall not exclude his liability arising under sections 13, 14 and 15 of the Supply of Goods and Services Act 1982

## **5.0 CONTRACT PRICE AND PAYMENT PROVISIONS**

5.1 The Contract Price shall be determined in accordance with the information contained in the Contract Documents

5.2 The Council will pay the sums due for the Service in accordance with the Contract Documents in arrears within 30 days of receipt of the Consultant's invoice

## **6.0 TIME FOR PERFORMANCE OF THE SERVICE**

6.1 The Consultant shall undertake the Service in accordance with the work programme set out or referred to in the Letter of Appointment

## **7. SEVERANCE**

If any provision in the Contract Documents shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law such provision shall to that extent be deemed not to form part of the Contract and the enforceability of the remainder of the Contract shall not be affected

## **8.0 INSURANCE AND INDEMNITY**

8.1 The Consultant must maintain throughout the duration of the Contract suitable insurance policies with a reputable company or companies approved by the Council providing cover against the following risks: Public Liability (minimum cover required £5,000,000 for each and

every claim) Employer's Liability (minimum cover required £10,000,000 for each and every claim) Professional Indemnity (minimum cover required £2,000,000 for each and every claim) and any other risks contemplated by the Contract and the Consultant must provide to the Council evidence of such insurance cover prior to undertaking any elements of the Service and as often thereafter as may be reasonably required by the Council

8.2 The Consultant shall indemnify and keep indemnified the Council fully against all claims proceedings actions damages legal costs expenses and any other liabilities whatsoever arising out of in respect of or in connection with the Contract including in respect of any death or personal injury loss of or damage to property financial loss arising from any advice given or omitted to be given by the Consultant or any other loss which is caused directly or indirectly by any act or omission of the Consultant. This clause shall not apply to the extent that the Consultant is able to demonstrate that such death or personal injury or loss or damage was not caused or contributed to it by its negligence or default or by any circumstances within its or their control

## **9.0 TERMINATION**

9.1 The Contract shall expire at the end of the Contract Term

9.2 The Council may terminate the Contract prior to its expiry in the following circumstances:

9.2.1 in the event that the Consultant is in breach of any of the terms of the Contract and having received written notice of such breach from the Council shall have failed to remedy the breach within a reasonable period not exceeding one month from the receipt of the notice. The notice shall state the period in which the breach must be remedied

9.2.2 if the Consultant

(a) being a Company becomes insolvent, or goes into liquidation, either compulsory or voluntary (save

for the purpose of reconstruction or amalgamation or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Consultant's assets or business, or if the Consultant makes any assignment for the benefit of or composition with its creditors generally or takes or suffers any similar or analogous action in consequence of debt; or

(b) being an individual:

(i) is the subject of a bankruptcy petition or bankruptcy order; or

(ii) is the subject of an application or order or appointment under the Insolvency Act 1986 section 253 or section 273 or section 286; or

(iii) is unable to pay or has no reasonable prospect of being able to pay his debts within the meaning of the Insolvency Act 1986 sections 267 and 268

9.2.3 in the event the Consultant or any person acting on his behalf or in his employment shall have offered, given or agreed to give any Officer of the Council any gift or consideration of any kind as an inducement or reward with respect to the Contract or shall have committed any offence under the Prevention of Corruption Acts 1869 to 1916 or section 117(2) and (3) of the Local Government Act 1972

9.2.4 in the circumstances described in sub-clause 16.4

If the Council terminates the Contract pursuant to any of the provisions in sub-clauses 9.2.1–9.2.4 it shall not be necessary to give the Consultant any period or any further period of notice but the Council shall inform the Consultant in writing that the Contract has been terminated

9.3 In the event of a termination of the Contract under sub-clause 9.2.1 the Council may engage another provider to provide the Service and the Consultant shall be liable to pay the Council as a debt any extra cost that the Council incurs in so doing in excess of the Contract Price

9.4 Termination of the Contract shall not affect any rights of the Council or the Consultant accrued up to the date of termination

## **10.0 ASSIGNMENT AND SUB-CONTRACTING**

10.1 The Consultant shall not assign or subcontract the benefit or burden of the whole or any part of the Contract

## **11.0 PURCHASE OUTSIDE THE CONTRACT**

11.1 The Council shall have the right to engage a person other than the Consultant to provide services of the same type as are contemplated by the Contract if it shall in its absolute discretion think fit to do so

## **12.0 NOTICES**

12.1 Any notice about the Contract may be delivered by hand or sent by ordinary, registered or recorded delivery post or transmitted by facsimile transmission or other means of telecommunications resulting in the receipt of written communication in permanent form and if so sent or transmitted to the address of the Consultant or the Council as the case may be shown on the Contract Documents or to such other address as the Consultant and the Council have notified to each other shall be deemed effectively given on the day when in the ordinary course of the means of delivery or transmission it would first be received by the addressee in normal business hours provided that the provisions of this sub-clause shall not authorise the service of documents in connection with Court proceedings by facsimile transmission or any other electronic means

[12.2 Without prejudice to the provisions of sub-clause 12.1 above, in the event of a claim form being issued in relation to proceedings arising in connection with any contract of which these Terms and Conditions form part, the claim form may be

served by post, by the Council, the Consultant or the Court at the address of the Council or the Consultant as the case may be shown in the Contract Documents or to such other address as the Council or the Consultant may have notified to the other in writing following a change of address as a new address for service. A claim form so served shall be deemed to be served irrespective of the knowledge of the parties and no objection shall be taken to service nor application made to set aside a judgment based on a failure to serve when service has been effected by the method described above]

### **13.0 CONFIDENTIALITY**

13.1 The Consultant shall at all times keep confidential information acquired in consequence of the Contract except for information which he may be entitled or bound to disclose under compulsion of law

### **14.0 WAIVER**

14.1 The failure by either the Council or the Consultant to enforce at any time or for any period any one or more of the terms and conditions applicable to the Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions applicable to the Contract

14.2 Nothing in these Terms and Conditions shall in any way fetter or constrain the Council's rights duties and powers in its capacity as a Local Authority

### **15.0 SET-OFF**

15.1 The Council may set off against the Contract Price (including any applicable VAT payable) amounts due from the Consultant whether under the Contract or otherwise

### **16.0 FORCE MAJEURE**

16.1 If either party is affected by Force Majeure, it shall promptly notify the other party of the nature and extent of the circumstances in question

16.2 Neither party shall be deemed to be in breach of the Contract or otherwise be liable to the other for any delay in performance or

the non-performance of any of its obligations under the Contract to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party and the time for performance of that obligation shall be extended accordingly, subject always to the provisions of sub-clause 16.4 below

16.3 If at any time the Consultant claims Force Majeure in respect of its obligations under the Contract with regard to providing the Service, the Council shall be entitled to procure the Service or any element of it from any other person without incurring any financial liability towards the Consultant or being liable to pay the Consultant for those elements of the Service provided by an alternative provider

16.4 If the circumstances causing Force Majeure persist for three months or more, then the Contract shall automatically terminate (unless the Council and the Consultant first agree otherwise in writing) whereupon any monies due and owing pursuant to the Contract shall be paid immediately

16.5 For the avoidance of doubt, Force Majeure means in relation to either party, any circumstances beyond the reasonable control of that party, including, but not limited to, national emergency, war, prohibitive government regulation, fire or flood

### **17.0 RIGHTS OF THIRD PARTIES**

17.1 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to any Contract of which these Terms and Conditions form part

### **18.0 DISPUTE RESOLUTION**

18.1 If any dispute arises in connection with this Contract the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties the mediator will be nominated by CEDR

## **19.0 FREEDOM OF INFORMATION**

19.1 The Consultant shall co-operate with the Council as maybe necessary to enable the Council to fulfil its statutory obligations under the Freedom of Information Act 2000

## **20.0 INTELLECTUAL PROPERTY RIGHTS AND ASSIGNMENT OF COPYRIGHT**

20.1 The Consultant hereby assigns to the Council all vested contingent and future rights of copyright and all rights in the nature of copyright and all accrued rights of action and all other rights of whatever nature in and to the Study Reports and all other material capable of being subject to copyright produced by the Consultant in the course of undertaking the Service for the Council and prepared under the terms of the Contract whether now known or in the future created to which the Consultant is now or may at any time after the date of the Contract be entitled by virtue of or pursuant to any of the laws in force in each and every part of the world

20.2 The Consultant irrevocably and unconditionally waives all rights in respect of the Study Reports to which he may now or at any time in the future be entitled under the Copyright Designs and Patents Act 1988 and under any similar laws in force from time to time in perpetuity in any part of the world and the Consultant declares that this waiver shall operate in favour of the Council, its Licensees, Assigns and Successors in title

20.3 The term "Study Reports" shall mean and include all reports made pursuant to the Contract in whatever form (including written and electronic) and shall include all associated and preparatory documentation plans and photographs and presentation material in whatever form they have been prepared to provide the Service

20.4 The Consultant shall not infringe any Intellectual Property Rights of any third party in supplying the Service and the Consultant shall, during and after the Contract Term, indemnify and keep indemnified and hold the Council harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other

liabilities which the Council may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim arises from:

- (a) items or materials based upon designs supplied by the Council; or
- (b) the use of data supplied by the Council which is not required to be verified by the Consultant under any provision of the Contract.

## **[21.0 NO PARTNERSHIP OR AGENCY**

21.1 Nothing in the Contract Documents shall be deemed to constitute a partnership or agency between the Council and the Consultant nor constitute any Party the agent of the other]

