

From:Stuart Minty
Sent:Thu, 11 Feb 2021 14:14:30 +0000
To:McClean, Josh
Subject:RE: 84 WHR - GE Viability report

Hi Josh

As discussed earlier in the week, there is no policy basis for a deferred contribution/review mechanism and both DS2 and GE have agreed that no upfront contribution is viable. Nevertheless, Anil has explained to me that he initially agreed to make a unilateral offer and after discussing with him he is happy to honour his commitment in this regard. DS2 have calculated a pro-rata figure based on the recent development at 54BA and this produces a figure of £906,110, and this is the offer we would like to include as part of the S106 as an alternative to the deferred contribution/review mechanism.

I hope this finds you well and look forward to hearing from you in due course.

Many thanks

Stuart

Stuart Minty

Director

M: [REDACTED]

DDI: [REDACTED]

SMPlanning

80-83 Long Lane

London, EC1A 9ET

www.smplanning.com

The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future. SM Planning Services Limited puts the security of the client at a high priority. Therefore, we have put efforts into ensuring that the message is error and virus-free.

From: Mclean, Josh <Josh.Mclean@Barnet.gov.uk>

Sent: 08 February 2021 17:58

To: Stuart Minty <Stuart@smplanning.com>

Cc: [REDACTED]@smplanning.com>

Subject: 84 WHR - GE Viability report

Evening both,

Final report attached from GE.

Any queries, please let me know.

Josh

Josh McLean MRTPI
Planning Manager

Planning and Building Control

2 Bristol Avenue, Colindale, NW9 4EW
Tel: 0208 359 6039 | Barnet Online: www.barnet.gov.uk

McClean, Josh

From: McClean, Josh
Sent: 08 February 2021 16:11
To: [REDACTED]
Cc: [REDACTED]; [REDACTED]
Subject: RE: West Heath, LB Barnet

Hi [REDACTED]

Thank you your email below and for your draft report.

I note the contents and findings of the report and I am happy with the report.

Is this the final version or do you need to update following my response?

Thanks

Josh

Josh McLean MRTPI
Planning Manager
Planning and Building Control
2 Bristol Avenue, Colindale, NW9 4EW
Tel: 0208 359 6039 | [Barnet Online: www.barnet.gov.uk](http://www.barnet.gov.uk)

Please note that the comments are provisional and represent an informal view by an officer; the views contained within this email do not constitute an official determination, are not legally binding and do not bind the council to a particular course of action.

From: [REDACTED]@geraldev.com]
Sent: 04 February 2021 19:43
To: McClean, Josh <Josh.McClean@Barnet.gov.uk>
Cc: [REDACTED]@geraldev.com>; [REDACTED]@geraldev.com>; [REDACTED]
[REDACTED]@geraldev.com>
Subject: West Heath, LB Barnet

Hi Josh

I attach our Financial Viability Review report in respect of the above site. You will see that we have agreed with the Applicants overall conclusion that the scheme is not financially viable and therefore unable to provide an affordable housing contribution. However, it should be noted that our assessment has substantially reduced the overall scheme deficit from c.£8m proposed by the Applicant to c£600k, against the Benchmark Land Value (BLV). This is due to a combination of factors including an amendment to the BLV and a reduction in construction costs of c.£2m. We have recommended that a Review Mechanism is included in the Section 106 Agreement attached to any future planning permission granted for the proposed development.

We would be happy to discuss the report further, if required. I am available all day tomorrow and early next week.

Kind regards

[REDACTED]

Senior Associate

Tel. [REDACTED]
Mobile. [REDACTED]
[REDACTED]@geraldev.com

Gerald Eve LLP
72 Welbeck Street
London, W1G 0AY
www.geraldev.com



GERALDEVE

USE CLASS ORDER 2020
AMENDMENTS

Download our Summary Table

Please consider the environment before printing this email – we are ISO 14001 certified.

Gerald Eve LLP is a limited liability partnership registered in England and Wales (registered number OC339470) and is regulated by RICS. The term partner is used to refer to a member of Gerald Eve LLP or an employee or consultant with equivalent standing and qualifications. A list of members and non-members who are designated as partners is open to inspection at our registered office 72 Welbeck Street London W1G 0AY and on our website.

Disclaimer: This internet email is intended solely for the addressee. It may contain confidential or privileged information. If you have received it in error, please notify us immediately by telephone and delete the message. If you are not the intended recipient you must not copy, distribute, disclose, take any action or rely on it or any attachment in any way. The contents of this email may contain software viruses which could damage your own computer system. Whilst this email message has been swept by Symantec for the presence of computer viruses and Gerald Eve LLP has taken all reasonable steps to ensure this email message is virus free, Gerald Eve LLP cannot accept any responsibility for any damage you may sustain as a result of software viruses and you should conduct your own virus checks. **Security warning:** please note that this email has been created in the knowledge that internet email is not a 100% secure communications medium. We advise that you understand and observe this lack of security when emailing us. Gerald Eve LLP may monitor outgoing or incoming emails. By replying to this email you give your consent to such monitoring. All offers are made subject to contract.

Mclean, Josh

From: [REDACTED]@geraldev.com>
Sent: 01 February 2021 18:26
To: Mclean, Josh
Cc: [REDACTED]
Subject: Update on West Heath - Financial Viability Review

Hi Josh

I hope you are well. Just to provide an update on the above. We have the final report ready but James has asked us to do a further check on a couple of the financial inputs. Unfortunately D2s did not provide all of the information that we require to undertake the review in relation to the sales values, so it has made the process more difficult and slightly delayed from our perspective.

We are still aiming to get the report over to you in the next day or so. Happy to discuss.

Kind regards

[REDACTED]

[REDACTED]
Senior Associate

Tel. [REDACTED]
Mobile. [REDACTED]
[REDACTED]@geraldev.com

Gerald Eve LLP
72 Welbeck Street
London. W1G 0AY
www.geraldev.com



GERALDEVE



Please consider the environment before printing this email – we are ISO 14001 certified.

Gerald Eve LLP is a limited liability partnership registered in England and Wales (registered number OC339470) and is regulated by RICS. The term partner is used to refer to a member of Gerald Eve LLP or an employee or consultant with equivalent standing and qualifications. A list of members and non-members who are designated as partners is open to inspection at our registered office 72 Welbeck Street London W1G 0AY and on our website.

Disclaimer: This internet email is intended solely for the addressee. It may contain confidential or privileged information. If you have received it in error, please notify us immediately by telephone and delete the message. If you are not the intended recipient you must not copy, distribute, disclose, take any action or rely on it or any attachment in any way. The contents of this email may contain software viruses which could damage your own computer system. Whilst this email message has been swept by Symantec for the presence of computer viruses and Gerald Eve LLP has

Mclean, Josh

From: [REDACTED]@ds2.co.uk>
Sent: 21 January 2021 18:37
To: [REDACTED]; [REDACTED]
Cc: [REDACTED]; Mclean, Josh
Subject: RE: 84 West Heath Road - FVA Review

Evening [REDACTED]

Please find the photos from our site visit attached at the link below:

[REDACTED]

Regarding the demand for the EUV, we are of the opinion that the transaction of 114-120 West Heath Road and subsequent construction of the C2 use development demonstrates there is demand for C2 in the immediate area. The numerous comparables listed in Section 10 of the FVA demonstrate there is a demand for institutional use properties in the NW3 area.

Hope that helps.

Kind regards,

[REDACTED]

[REDACTED]

Surveyor

direct: [REDACTED]
mobile: [REDACTED]
email: [REDACTED]@ds2.co.uk



DS2 LLP
100 Pall Mall, London
SW1Y 5NQ
website: www.ds2.co.uk

This email is sent on behalf of DS2 LLP ('the firm'), a limited liability partnership registered in England and Wales (no OC372219). A list of the members of the firm may be inspected at its registered office, 100 Pall Mall, London SW1Y 5NQ.

The firm contracts on its terms of business, which may be read at www.ds2.co.uk. No personal liability is assumed by the sender of this email. Emails sent or received may be monitored to ensure compliance with the law and the firm's policies. Although this email (as well as any attachments) has been scanned for viruses, the recipient should ensure that it is virus-free before opening it. This e-mail and any attachments hereto are strictly confidential and intended solely for the addressee. If you are not the intended addressee, you must not disclose, forward, copy or take any action in relation to this e-mail or attachments. If you have received this e-mail in error, please delete it and notify postmaster@ds2.co.uk

From: [REDACTED]@geraldeva.com>
Sent: 20 January 2021 11:52
To: [REDACTED]@ds2.co.uk>; [REDACTED]@ds2.co.uk>
Cc: [REDACTED]@geraldeva.com>; Josh.Mclean@Barnet.gov.uk
Subject: RE: 84 West Heath Road - FVA Review

Hi [REDACTED]

Many thanks for the below.

Please can I request that you provide us with some further photographs of the site (both internal and external), as offered in your report, as we are unable to visit the site ourselves given current restrictions.

In respect of the Existing Use Value, please can you also provide the evidence you have found for the demand for this use in the site's location.

Kind regards

[REDACTED]

[REDACTED]
Planning Consultant

Tel. [REDACTED]
Mobile. [REDACTED]
[REDACTED]@geraldeve.com

Gerald Eve LLP
72 Welbeck Street
London, W1G 0AY
www.geraldeve.com



GERALDEVE



From: [REDACTED]@ds2.co.uk>
Sent: 14 January 2021 17:55
To: [REDACTED]@geraldeve.com>; [REDACTED]@ds2.co.uk>
Cc: [REDACTED]@geraldeve.com>; Josh.Mclean@Barnet.gov.uk
Subject: RE: 84 West Heath Road - FVA Review

CAUTION: This email originated from a sender outside the Firm. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi [REDACTED]

Please find attached the data behind the £psf rates adopted.

Let us know if you require anything else.

[REDACTED]

From: [REDACTED]@geraldeve.com>
Sent: 14 January 2021 17:01
To: [REDACTED]@ds2.co.uk>; [REDACTED]@ds2.co.uk>
Cc: [REDACTED]@geraldeve.com>; Josh.Mclean@Barnet.gov.uk
Subject: RE: 84 West Heath Road - FVA Review

Hi [REDACTED]

Many thanks for the information below which we are working through. It would also be helpful if you could please provide us with any supplementary evidence on the sales values, as I can see you have adopted an average psf for each comparable.

Kind regards
[REDACTED]

[REDACTED]
Planning Consultant

Tel. [REDACTED]
Mobile. [REDACTED]
[REDACTED]@geraldeve.com

Gerald Eve LLP
72 Welbeck Street
London, W1G 0AY
www.geraldeve.com



GERALDEVE



From: [REDACTED]@ds2.co.uk>
Sent: 12 January 2021 15:42
To: [REDACTED]@geraldeve.com>; [REDACTED]@ds2.co.uk>
Cc: [REDACTED]@geraldeve.com>; Josh.Mclean@Barnet.gov.uk
Subject: RE: 84 West Heath Road - FVA Review

CAUTION: This email originated from a sender outside the Firm. Do not click links or open attachments unless you recognise the sender and know the content is safe.

I have answered each of your points in turn, please see below.

- Professional fees. The Applicant has provided the attached breakdown of their professional fees budget. This equates to 12.68% of the total construction cost excluding contingency allowance.
- Sales rates. We have collated sales rates data from Molior which is attached in the Excel document. To summarise, the sales rates range from 0.6 to 5.6 units per month as shown in the table below. We are of the

opinion that the sales rates applicable to the Proposed Development should be toward the lower end of this range given the current economic climate which has introduced additional challenges to the high value property market.

Summary	Units sold	Units sold per month
Kidderpore Green	93	2.2
Hampstead Reach	45	2.5
Hampstead Manor	116	2.3
The Beaumont	25	0.6
Oakley Gardens	17	0.6
The Broadway	101	5.6

- Further evidence of EUV premium justification. We are aware of the sale of 114-120 West Heath Road in 2016 which was sold to a developer to build out a C2 residential development. The development has been built comprising 46 assisted living units and was permitted within a C2 use class. Further details can be viewed on the Barnet website under the application reference number 16/5993/FUL. We understand that the site sold in 2016 for £22.35m and from reviewing planning documents understand the site area extends to 1.7 acres. Given the passage of time since the sale, we have indexed the sale price using the HMLR House Price Index for London which indicates residential property prices in London have increased 7.3% since 2016, thus inflating the sale price to £23.985m. This equates to £14.1m per acre, which aligns closely with the 20% premium assumption applied to the subject site which equates to £14.4m per acre.
- QS requests. We have now been provided with the documents request by the QS – please see attached including:
 - o Structural engineer drawings from [REDACTED];
 - o Service strategy which is contained within the Syntegra Energy Strategy Report (it was Syntegra, not Kut who provided this information); and
 - o Wolff elevations drawings. Your request specifies revision P1 but the architects have noted there isn't a P1, only the A revision as attached.
- I have also included the live appraisal file as requested.

Let us know if you have any further queries.

Kind regards,

[REDACTED]

[REDACTED]

Surveyor

direct: [REDACTED]
mobile: [REDACTED]
email: [REDACTED]@ds2.co.uk



DS2 LLP
100 Pall Mall, London
SW1Y 5NQ
website: www.ds2.co.uk

This email is sent on behalf of DS2 LLP ('the firm'), a limited liability partnership registered in England and Wales (no OC372219). A list of the members of the firm may be inspected at its registered office, 100 Pall Mall, London SW1Y 5NQ.

The firm contracts on its terms of business, which may be read at www.ds2.co.uk. No personal liability is assumed by the sender of this email. Emails sent or received may be monitored to ensure compliance with the law and the firm's policies. Although this email (as well as any attachments) has been scanned for viruses, the recipient should ensure that it is virus-free before opening it. This e-mail and any attachments hereto are strictly confidential and intended solely for the addressee. If you are not the intended addressee, you must not disclose, forward, copy or take any action in relation to this e-mail or attachments. If you have received this e-mail in error, please delete it and notify postmaster@ds2.co.uk

From: [REDACTED] [@geraldev.com](mailto:[REDACTED]@geraldev.com)>
Sent: 12 January 2021 10:44
To: [REDACTED] [@ds2.co.uk](mailto:[REDACTED]@ds2.co.uk)>; [REDACTED] [@ds2.co.uk](mailto:[REDACTED]@ds2.co.uk)>
Cc: [REDACTED] [@geraldev.com](mailto:[REDACTED]@geraldev.com)>; Josh.Mclean@Barnet.gov.uk
Subject: RE: 84 West Heath Road - FVA Review

Hi [REDACTED]

Thanks for the update, we look forward to receiving the information later today.

Kind regards
[REDACTED]

[REDACTED]
Planning Consultant

Tel. [REDACTED]
Mobile. [REDACTED]
[REDACTED] [@geraldev.com](mailto:[REDACTED]@geraldev.com)

Gerald Eve LLP
72 Welbeck Street
London, W1G 0AY
www.geraldev.com



GERALDEVE



From: [REDACTED] [@ds2.co.uk](mailto:[REDACTED]@ds2.co.uk)>
Sent: 12 January 2021 10:37
To: [REDACTED] [@geraldev.com](mailto:[REDACTED]@geraldev.com)>; [REDACTED] [@ds2.co.uk](mailto:[REDACTED]@ds2.co.uk)>
Cc: [REDACTED] [@geraldev.com](mailto:[REDACTED]@geraldev.com)>; Josh.Mclean@Barnet.gov.uk
Subject: RE: 84 West Heath Road - FVA Review

CAUTION: This email originated from a sender outside the Firm. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi [REDACTED]

Apologies for the delay. I am just awaiting provision of the drawings from the architect which are promised for this morning so should be in a position to provide all the info requested later today.

Thanks,



Surveyor

direct: [REDACTED]
mobile: [REDACTED]
email: [REDACTED]@ds2.co.uk



DS2 LLP
100 Pall Mall, London
SW1Y 5NQ
website: www.ds2.co.uk

This email is sent on behalf of DS2 LLP ('the firm'), a limited liability partnership registered in England and Wales (no OC372219). A list of the members of the firm may be inspected at its registered office, 100 Pall Mall, London SW1Y 5NQ.

The firm contracts on its terms of business, which may be read at www.ds2.co.uk. No personal liability is assumed by the sender of this email. Emails sent or received may be monitored to ensure compliance with the law and the firm's policies. Although this email (as well as any attachments) has been scanned for viruses, the recipient should ensure that it is virus-free before opening it. This e-mail and any attachments hereto are strictly confidential and intended solely for the addressee. If you are not the intended addressee, you must not disclose, forward, copy or take any action in relation to this e-mail or attachments. If you have received this e-mail in error, please delete it and notify postmaster@ds2.co.uk

From: [REDACTED]@geraldev.com>
Sent: 12 January 2021 10:32
To: [REDACTED]@ds2.co.uk>; [REDACTED]@ds2.co.uk>
Cc: [REDACTED]@geraldev.com>; Josh.Mclean@Barnet.gov.uk
Subject: RE: 84 West Heath Road - FVA Review

Hi [REDACTED] and [REDACTED]

Would you mind coming back to us on the below please?

Many thanks



Planning Consultant

Tel. [REDACTED]
Mobile. [REDACTED]
[REDACTED]@geraldev.com

Gerald Eve LLP
72 Welbeck Street
London, W1G 0AY
www.geraldev.com





GERALDEVE



From: [REDACTED]
Sent: 07 January 2021 14:45
To: [REDACTED] <[\[REDACTED\]@ds2.co.uk](mailto:[REDACTED]@ds2.co.uk)>
Cc: [REDACTED] <[\[REDACTED\]@geraldev.com](mailto:[REDACTED]@geraldev.com)>; 'Josh.Mclean@Barnet.gov.uk' <Josh.Mclean@Barnet.gov.uk>
Subject: 84 West Heath Road - FVA Review

Hi [REDACTED]

I am working with [REDACTED] on the FVA Review for the site at West Heath Road.

We have had an initial review of the material we have been sent to conduct our FVA review and would like to request that further information is sent though on the following please:

- Professional fees – justification for the 12% allowance;
- Residential Sales Timings – further evidence from the comparables provided, on achieved sales rates; and
- Further site specific evidence to justify the 20% premium on EUV.

In addition to this material, could we please request that you provide us with a copy of your live Argus appraisal. We also note that the cost plan refers to a few items which were not included so we would be grateful for copies of the following:

- Wolff Architects elevation drawing ref. 2031-PL-0230 P1;
- [REDACTED] drawings (structural engineer); and
- Kut Partnership Service Strategy.

Please note that during the course of our review we may need to request additional information and will be in touch if that is the case.

Many thanks

[REDACTED]

[REDACTED]
Planning Consultant

Tel. [REDACTED]
Mobile. [REDACTED]
[REDACTED]@geraldev.com

Gerald Eve LLP
72 Welbeck Street
London, W1G 0AY
www.geraldev.com



McClean, Josh

From: Stuart Minty <Stuart@smplanning.com>
Sent: 07 January 2021 09:34
To: McClean, Josh
Subject: RE: 84 West Heath Road - Viability Report

Thanks Josh, glad to hear that

If you could check in with GE about their timescales that would be great ?

Also it would be really helpful if we could be thinking about provisional committee dates for either end of Jan, beginning of Feb. Could you give this some thought and come back to me ?

[REDACTED]

Many thanks

Stuart

Stuart Minty
Director

M: [REDACTED]
DDI: [REDACTED]

SMPlanning

80-83 Long Lane
London, EC1A 9ET
www.smplanning.com

The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future. SM Planning Services Limited puts the security of the client at a high priority. Therefore, we have put efforts into ensuring that the message is error and virus-free.

From: McClean, Josh <Josh.McClean@Barnet.gov.uk>
Sent: 05 January 2021 09:06
To: Stuart Minty <Stuart@smplanning.com>
Subject: RE: 84 West Heath Road - Viability Report

Morning Stuart,

Happy New Year! It was a good break...well needed!

I think their turnaround is circa 4 weeks for preparing a draft report.

[REDACTED]

Josh

Josh McLean MRTPI
Planning Manager

Planning and Building Control

2 Bristol Avenue, Colindale, NW9 4EW

Tel: 0208 359 6039 | [Barnet Online: www.barnet.gov.uk](http://www.barnet.gov.uk)

Please note that the comments are provisional and represent an informal view by an officer; the views contained within this email do not constitute an official determination, are not legally binding and do not bind the council to a particular course of action.

From: Stuart Minty [<mailto:Stuart@smplanning.com>]

Sent: 04 January 2021 15:44

To: Mclean, Josh <Josh.Mclean@Barnet.gov.uk>

Subject: FW: 84 West Heath Road - Viability Report

Hi Josh

Hope you had a good break, and happy new year

Wondered what Gerald Eve timescales are for review of the above ?

[REDACTED]

Many thanks

Stuart

Stuart Minty
Director

M: [REDACTED]
DDI: [REDACTED]



80-83 Long Lane
London, EC1A 9ET
www.smplanning.com

The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future. SM Planning Services Limited puts the security of the client at a high priority. Therefore, we have put efforts into ensuring that the message is error and virus-free.

From: Stuart Minty

Sent: 22 December 2020 14:41

To: Mclean, Josh <Josh.Mclean@Barnet.gov.uk>

Subject: 84 West Heath Road - Viability Report

Hi Josh

Appreciate you are now away, but in advance of your return please see attached the FVA for 84 West Heath Road

Many thanks

Stuart

Stuart Minty
Director

M: [REDACTED]

SMPlanning

80-83 Long Lane
London, EC1A 9ET
www.smplanning.com

The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future. SM Planning Services Limited puts the security of the client at a high priority. Therefore, we have put efforts into ensuring that the message is error and virus-free.

This email and any attachments to it are intended solely for the individual to whom it is addressed. It may contain sensitive or confidential material and should be handled accordingly. However, it is recognised that, as an intended recipient of this email, you may wish to share it with those who have a legitimate interest in the contents.

If you have received this email in error and you are not the intended recipient you must not disclose, distribute, copy or print any of the information contained or attached within it, all copies must be deleted from your system. Please notify the sender immediately.

Whilst we take reasonable steps to identify software viruses, any attachments to this email may contain viruses which our anti-virus software has failed to identify. No liability can be accepted, and you should therefore carry out your own anti-virus checks before opening any documents.

Please note: Information contained in this e-mail may be subject to public disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

This message has been scanned by Exchange Online Protection.

McClean, Josh

From: McClean, Josh
Sent: 04 January 2021 14:07
To: [REDACTED]
Cc: [REDACTED]; [REDACTED]
Subject: RE: LB Barnet - FVA Review Fee Proposals and Instructions

Yes please, I'm happy with that approach.

Josh

Josh McLean MRTPI
Planning Manager
Planning and Building Control
2 Bristol Avenue, Colindale, NW9 4EW
Tel: 0208 359 6039 | [Barnet Online: www.barnet.gov.uk](http://www.barnet.gov.uk)

Please note that the comments are provisional and represent an informal view by an officer; the views contained within this email do not constitute an official determination, are not legally binding and do not bind the council to a particular course of action.

From: [REDACTED]@geraldev.com]
Sent: 04 January 2021 13:50
To: McClean, Josh <Josh.McClean@Barnet.gov.uk>
Cc: [REDACTED]@geraldev.com>; [REDACTED]@geraldev.com>; [REDACTED]@geraldev.com>
Subject: RE: LB Barnet - FVA Review Fee Proposals and Instructions

Hi Josh

Happy New year to you too.

Thanks very much. We will review this and let you know if we have any queries.

Are you happy for us to liaise with the Applicant directly, but keep you copied?

Kind regards

[REDACTED]

[REDACTED]
Senior Associate

Tel. + [REDACTED]
Mobile. [REDACTED]
[REDACTED]@geraldev.com

Gerald Eve LLP
72 Welbeck Street
London. W1G 0AY
www.geraldev.com





GERALDEVE

USE CLASS ORDER 2020 AMENDMENTS

Download our Summary Table

From: Mclean, Josh <Josh.Mclean@Barnet.gov.uk>

Sent: 04 January 2021 12:02

To: [REDACTED] <[\[REDACTED\]@geraldeve.com](mailto:[REDACTED]@geraldeve.com)>

Cc: [REDACTED] <[\[REDACTED\]@geraldeve.com](mailto:[REDACTED]@geraldeve.com)>; [REDACTED] <[\[REDACTED\]@geraldeve.com](mailto:[REDACTED]@geraldeve.com)>; [REDACTED] <[\[REDACTED\]@geraldeve.com](mailto:[REDACTED]@geraldeve.com)>

Subject: RE: LB Barnet - FVA Review Fee Proposals and Instructions

CAUTION: This email originated from a sender outside the Firm. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi [REDACTED]

Happy New Year and I hope you had a nice break.

Here (...and eventually) is the submitted viability report for 84 West Heath Road.

Josh

Josh McLean MRTPI

Planning Manager

Planning and Building Control

2 Bristol Avenue, Colindale, NW9 4EW

Tel: 0208 359 6039 | Barnet Online: www.barnet.gov.uk

Please note that the comments are provisional and represent an informal view by an officer; the views contained within this email do not constitute an official determination, are not legally binding and do not bind the council to a particular course of action.

From: [REDACTED] <[\[REDACTED\]@geraldeve.com](mailto:[REDACTED]@geraldeve.com)>

Sent: 30 November 2020 11:03

To: Mclean, Josh <Josh.Mclean@Barnet.gov.uk>

Cc: [REDACTED] <[\[REDACTED\]@geraldeve.com](mailto:[REDACTED]@geraldeve.com)>; [REDACTED] <[\[REDACTED\]@geraldeve.com](mailto:[REDACTED]@geraldeve.com)>; [REDACTED] <[\[REDACTED\]@geraldeve.com](mailto:[REDACTED]@geraldeve.com)>

Subject: RE: LB Barnet - FVA Review Fee Proposals and Instructions

Hi Josh

I hope you are well.

Now that December is (nearly) here, I just wanted to check in on when we should expect to receive these reports please. Whilst we have the resources in place, we want to ensure that the team will be ready to go to enable a swift turnaround period.

I look forward to hearing from you.

Kind regards



Senior Associate

Tel. [REDACTED]
Mobile. [REDACTED]
[REDACTED]@geraldeve.com

Gerald Eve LLP
72 Welbeck Street
London, W1G 0AY
www.geraldeve.com



GERALDEVE

USE CLASS ORDER 2020
AMENDMENTS

Download our Summary Table

From: [REDACTED] <[\[REDACTED\]@Barnet.gov.uk](mailto:[REDACTED]@Barnet.gov.uk)>

Sent: 19 November 2020 08:14

To: [REDACTED] <[\[REDACTED\]@geraldeve.com](mailto:[REDACTED]@geraldeve.com)>

Cc: [REDACTED] <[\[REDACTED\]@geraldeve.com](mailto:[REDACTED]@geraldeve.com)>; [REDACTED] <[\[REDACTED\]@geraldeve.com](mailto:[REDACTED]@geraldeve.com)>; [REDACTED]

[REDACTED] <[\[REDACTED\]@geraldeve.com](mailto:[REDACTED]@geraldeve.com)>

Subject: RE: LB Barnet - FVA Review Fee Proposals and Instructions

CAUTION: This email originated from a sender outside the Firm. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi [REDACTED]

Both reports are still being produced by the applicant and still a couple of weeks away.

Sorry for the continued delay.

Josh

Josh McLean MRTPI
Planning Manager
Planning and Building Control
2 Bristol Avenue, Colindale, NW9 4EW
Tel: 0208 359 6039 | Barnet Online: www.barnet.gov.uk

Please note that the comments are provisional and represent an informal view by an officer; the views contained within this email do not constitute an official determination, are not legally binding and do not bind the council to a particular course of action.

From: [REDACTED] <[REDACTED]@geraldeve.com>

Sent: 17 November 2020 15:20

To: Mclean, Josh <Josh.Mclean@Barnet.gov.uk>

Cc: [REDACTED] <[REDACTED]@geraldeve.com>; [REDACTED] <[REDACTED]@geraldeve.com>; [REDACTED] <[REDACTED]@geraldeve.com>

Subject: RE: LB Barnet - FVA Review Fee Proposals and Instructions

Hi Josh

I hope you are well. Do you have any updates on either of the following schemes that we have been instructed on please?

- [REDACTED]
- 84 West Heath Road

I look forward to hearing from you.

Kind regards

[REDACTED]

[REDACTED]
Senior Associate

Tel. [REDACTED]
Mobile. [REDACTED]
[REDACTED]@geraldeve.com

Gerald Eve LLP
72 Welbeck Street
London. W1G 0AY
www.geraldeve.com



GERALDEVE

USE CLASS ORDER 2020
AMENDMENTS

Download our Summary Table

From [REDACTED]

Sent: 03 November 2020 12:53

To: 'Mclean, Josh' <Josh.Mclean@Barnet.gov.uk>

Cc: [REDACTED] <[REDACTED]@geraldeve.com>; [REDACTED] <[REDACTED]@geraldeve.com>; [REDACTED] <[REDACTED]@geraldeve.com>

Subject: RE: LB Barnet - FVA Review Fee Proposals and Instructions

Thanks Josh.

Do you have any updates on the [REDACTED] also please as we were originally instructed on this back in September? We have resources allocated to work on this project so it would be helpful to understand when you are

expecting to receive it. That said, we have a great deal of flexibility across the team and will be able to deal with both projects should they come in at the same time.

I look forward to hearing from you.

Kind regards

[REDACTED]

[REDACTED]
Senior Associate

Tel. [REDACTED]
Mobile. [REDACTED]
[REDACTED]@geraldev.com

Gerald Eve LLP
72 Welbeck Street
London, W1G 0AY
www.geraldev.com



GERALDEVE



From: Mclean, Josh <Josh.Mclean@Barnet.gov.uk>

Sent: 02 November 2020 12:32

To: [REDACTED] <[\[REDACTED\]@geraldev.com](mailto:[REDACTED]@geraldev.com)>

Cc: [REDACTED] <[\[REDACTED\]@geraldev.com](mailto:[REDACTED]@geraldev.com)>; [REDACTED] <[\[REDACTED\]@geraldev.com](mailto:[REDACTED]@geraldev.com)>; [REDACTED] <[\[REDACTED\]@geraldev.com](mailto:[REDACTED]@geraldev.com)>

Subject: RE: LB Barnet - FVA Review Fee Proposals and Instructions

Hi [REDACTED]

I attach the signed fee proposal for 84 West Heath Road and associated ID.

I am awaiting an update from the applicant on the proposed timescales. I'll inform you of this asap.

Thanks
Josh

Josh McLean MRTPI
Planning Manager
Planning and Building Control
2 Bristol Avenue, Colindale, NW9 4EW
Tel: 0208 359 6039 | Barnet Online: www.barnet.gov.uk

Please note that the comments are provisional and represent an informal view by an officer; the views contained within this email do not constitute an official determination, are not legally binding and do not bind the council to a particular course of action.

From: [REDACTED]@geraldeve.com]

Sent: 20 October 2020 16:45

To: Mclean, Josh <Josh.Mclean@Barnet.gov.uk>

Cc: [REDACTED]@geraldeve.com>; [REDACTED]@geraldeve.com>; [REDACTED]
<[REDACTED]@geraldeve.com>

Subject: LB Barnet - FVA Review Fee Proposals and Instructions

Hi Josh

I hope you are well. I was hoping to get an update on the two fee proposals that we have recently submitted please?

[REDACTED]

West Heath Road – We submitted a fee proposal for this on the 12th October. Please do let us know if you need anything further before making a decision on this.

I look forward to hearing from you.

Kind regards

[REDACTED]

[REDACTED]
Senior Associate

Tel. [REDACTED]
Mobile. [REDACTED]
[REDACTED]@geraldeve.com

Gerald Eve LLP
72 Welbeck Street
London, W1G 0AY
www.geraldeve.com



GERALDEVE

**USE CLASS ORDER 2020
AMENDMENTS**

Download our Summary Table

Please consider the environment before printing this email – we are ISO 14001 certified.

Gerald Eve LLP is a limited liability partnership registered in England and Wales (registered number OC339470) and is regulated by RICS. The term partner is used to refer to a member of Gerald Eve LLP or an employee or consultant with equivalent standing and qualifications. A list of members and non-members who are designated as partners is open to inspection at our registered office 72 Welbeck Street London W1G 0AY and on our website.



GERALDEVE

Josh Mclean
Planning Manager
Planning and Building Control
London Borough of Barnet
2 Bristol Avenue
Colindale
NW9 4EW

72 Welbeck Street London W1G 0AY
Tel. 020 7493 3338
www.geraldeve.com

By email Josh.Mclean@Barnet.gov.uk

7 October 2020

Our ref: JBR/FKI/SP2
Your ref: TBC

Dear Josh

Financial Viability Assessment Review
84-86 West Heath Road, NW3 7UJ

The Instruction

Thank you for your request of 7 October 2020 for a fee proposal for specialist advice to the Council in respect of viability for 84-86 West Heath Road, London NW3 7UL, which is currently at planning application stage. As requested, we set out our response below.

Site Background

Whilst limited information is currently available on the site, we understand that the current proposals will include the full demolition of the existing building (Use Class C2) and the construction of a new building of 7 storeys (5 above ground) to accommodate residential accommodation (Use Class C3) comprising of 45 apartments with basement car parking, associated communal areas, amenity space, refuse/recycling storage and cycle storage. Provision of 55 off-street parking spaces within the basement and 11 further spaces above ground. We understand that the Applicant is proposing nil affordable housing on site and is seeking to justify an off site contribution as part of the Scheme.

Summary of Work Required

1. Initial review of provided information

We will review all of the information provided to us and provide a summary of our initial findings in the form of a tabulated response. We would then propose a meeting with yourselves to discuss our initial findings.

2. Full FVA Review of the Scheme

Our full FVA review of the assessment accompanying the planning application will form a detailed and evidenced review. This report is likely to consist of the following sections:

- Background to the Site;
- Planning policy;
- Details of the proposed Scheme;
- Rental rates and market data;
- Construction and exceptional costs;
- Inflation and forecasts;
- Programme and phasing;
- BLV;
- Basis of viability assessment;
- Planning obligations package;
- Financial appraisals and viability assessment;
- Sensitivity and risk assessment; and
- Concluding financial justification statement.

3. Scenario testing

Depending on the outcome of earlier stages of work, scenario testing may be required on potential variations to the Scheme.

Required Information

In order to efficiently review the proposed Scheme we require a report and accompanying evidence which sets out and, using a viability appraisal, demonstrates the Applicant's position. It is assumed that the application will follow the guidance set out by Barnet Council relating to financial viability in planning or their website.

For guidance, in addition to the NPG (2019), all of the information required is set out in the RICS GN94/2012 pages 32/33 and should include evidence of land values, rental values and build costs. The below list summarises the information we require:

- Schedule of accommodation (GIA & NIA)
- Determination of Gross Development Value (GDV)
 - Rental value – supported with comparable market evidence
 - Letting rate
 - Affordable values (if applicable)
- Costs
 - Expected build cost (a full QS report showing how costs have been estimated)
 - Site prep costs / demolition
 - Construction timescales
 - Abnormal costs
 - Finance rates
 - Professional fees

- Benchmark Land Value – current book value plus any justified premium if appropriate
- Development programme – pre build, build period and marketing period
- Viability benchmark proxies
- Planning application details

Our fee proposal only allows for the review of the information supplied by the Applicant as part of their initial pack. Any additional information assessment required subsequently to the initial pack will be charged on an hourly rate basis.

Timescales

Completion of assessment is estimated within circa 4 weeks from receipt of all information, including any required details of the billing entity. We assume that the information pack submitted as part of this instruction reflects fixed schemes and will be submitted as a part of the application process. In case of any amendments following submission of the information pack and any further reviews of the pre application will be considered as beyond that stated in stages 1 and A of the following fee proposal and will be charged at hourly rates.

Staffing

It is proposed that this instruction will be managed and produced by me, James Brierley MA (Oxon) MRICS, a Partner in our Planning & Development Consultancy Department (London). I have significant experience, both for public and private sector clients in reviewing viability appraisals in conjunction with planning applications. This advice has involved 150 individual instructions proposing since 2007. I have acted in the last six months for London boroughs including: London Borough of Westminster, Royal Borough of Kensington and Chelsea, London Borough of Lewisham and London Borough of Croydon.

Additionally, I have acted for a number of developers in Barnet, most recently St Barnabas and Holden Road. We have also reviewed the financial viability assessment in respect of the Oak Lodge site on The Bishops Avenue.

The work requiring a Quantity Surveyor (build cost review) will be undertaken by Roger Flexman of Veale and Sanders, Chartered Quantity Surveyors. Roger has supported me in the majority of the previous assessments and reviews mentioned above, including the previous scheme on this site.

If a sales agent or any other consultant is required to independently assess the scheme (i.e. proposed sales values, extraneous payments), this will be excluded from Gerald Eve's fee listed below. We also note that any other external consultants will be required to invoice the Applicant directly. This will be highlighted on receipt of information or if debate remains after the initial draft.

Fee

Gerald Eve and Veale and Sanders' estimate of fees for requested services are set out in the table below:

	Gerald Eve – Viability Review	Fee Estimate
1.	1. Review of the provided information 2. Summary of initial comments 3. Meeting with the Council (and Applicant if required)	£ [REDACTED]
2.	Production and submission of full FVA review ¹	[REDACTED]
3.	Scenario testing (as required)	Hourly Rates
4.	Research disbursement for travel and data collection	[REDACTED]
5.	Any additional work beyond the scope of stages 1-4	Hourly Rates (See Appendix 2)
	GE TOTAL (STAGE 1+2+4)	£12,100 plus VAT
	GE TOTAL (STAGE 3+5)	Hourly rates

All the costs are exclusive of VAT and disbursements. I will, of course, inform you of any extraordinary costs, but I do not anticipate any others that are not reasonable in the course of working. For your benefit, I attach our hourly rates for 2019-2020, which are updated every July, and a copy of our Terms of Engagement.

	Veale and Sanders – Cost Report Review	Fee Estimate
A	Veale and Sanders estimate includes visit to the site, review of the cost plan and preparation of a report.	[REDACTED] (including disbursements but excluding VAT)
B	Negotiation with the Applicant's QS.	Charged at daily rate of [REDACTED] per day
C	Additional services	[REDACTED] excluding VAT
	V&S TOTAL	£5,000 plus daily rates plus VAT

¹ Assumed that the evidence base submitted by the Applicant related to the BLV is reasonable and reflects NPG. If this requires additional assessment further fees may be required in accordance stage 5.

Compliance and Regulation

Gerald Eve LLP (“Gerald Eve”) is regulated and supervised by HMRC under The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017. As such we are required to carry out full Customer Due Diligence on all clients. Following this initial on-boarding process, we may contact you for update information from time to time.

We understand whilst we are being instructed by the Council ultimately it is anticipated that the fees will be payable by the Applicant. Therefore, we would be grateful if you could ask the Applicant to sign and complete the attached form and return this to Gerald Eve along with the accompanying documentation. The Applicant will be required to provide additional “on-boarding” information for financial compliance purposes and we would ask that they complete the attached form at **Appendix 4** (word doc). Furthermore, on instruction we will be required to send a letter directly to the paying party reflecting our Terms of Engagement.

The advice to be provided will not and cannot be considered to represent a Valuation in accordance with the Valuation Standards (as amended) published by the Royal Institution of Chartered Surveyors and should not be regarded as a Valuation. The information provided by GE can only be considered for the purpose of the scope of works set out herein. It will be an assessment of viability based on reasonable assumptions. It is our intention to assess the Viability appraisal in accordance with the National Planning Policy Framework 2019 (NPPF), National Planning Guidance 2019 (NPG) on viability matters and the RICS guidance. Furthermore, our advice will accord to the RICS Professional Statement 14 mandatory requirements (**Appendix 3**). You will also need to ensure any other supporting work (i.e. cost plan) reflects RICS requirements.

Conflict of Interest

Gerald Eve currently acts for a number of property owners and developers within the London Borough of Barnet however, after discussions with our clients this instruction is not regarded as a conflict of interest. However, to be clear in January 2020, we advised the Council on the financial viability of Oak Lodge, 54 The Bishops Avenue. In addition, our Planning Department has previously advised on a property at 49 Bishops Avenue, Barnet which I understand was proposed for a change of use to a care home.

Furthermore, we understand Harrison Varma Projects Ltd is the Applicant in this instance and we can confirm that we have no conflict of interest with the Applicant.

Invoice

We require written confirmation for the paying party that both our initial fee and potential additional fees are acceptable at instruction and that the approach is understood by the Applicant and sufficient funds are available.

The initial fee will be owed once instructed, even if the application is later withdrawn during review. We intend to invoice the initial fee of our quote (not additional costs) following submission of our final report. Additional costs will be invoiced in arrears, but we will inform the payer when we anticipate to invoice. It is anticipated the instructed QS will bill directly (although shown in our overall quote).

It is expected that all invoices will be paid before the planning committee date of the application or 30 days, whichever sooner. The Council will be informed if invoices have not been paid prior to Committee date which may result in delaying the application.

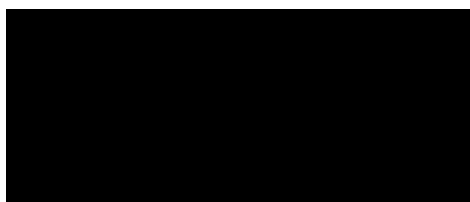
We trust that the information provides you with a suitable explanation of our approach and proposed fee. Curriculum Vitae and some case studies can be supplied if requested. We look forward to offering you an excellent level of service and supporting your interpretation of the proposed planning application. For clarification please find enclosed our standard consultancy terms of engagement (**Appendix 1**).

Gerald Eve shall not be liable for any delay in performing, failure to perform or improper performance of, any services or any of its other obligations if the delay or failure is in any way caused by any event, matter or circumstance that is beyond Gerald Eve's reasonable control (an "Event of Force Majeure"). An Event of Force Majeure shall include (without limitation) any changes in applicable laws, civil commotion, riot, crowd disorder, spread of diseases, epidemics, pandemics or any other health related matters, restrictions on travel or government advisories relating to travel, invasion, war, threat of or preparation for war, fire, explosion, storm, flood, earthquake, subsidence or any other natural disaster.

If you wish to continue with the appointment and engage us on these terms, please confirm your written acceptance of this contract by returning a signed copy of this letter. If we commence the works with your authority before a signed copy of this letter is returned to us, this will amount to a deemed acceptance by you of this contract notwithstanding that a signed copy of the letter is not returned.

I trust the above is clear, and please do not hesitate to contact me if you have any questions

We look forward to your response.



Partner

@geraldeve.com

Direct tel.

Mobile

Encs.

- Appendix 1: Terms of Engagement
- Appendix 2: Schedule of Hourly Rates
- RICS Professional Statement Mandatory Requirements
- Onboarding Client Form

Please sign below as an acceptance of Gerald Eve's estimated fees

Address: 84-86 West Heath Road, NW3 7UJ

Fee FVA: £12,100 plus hourly rates (exclusive of VAT)

Additional Work – based on hourly rates (exclusive of VAT)

Cost plan £5,000 plus day rates (exclusive of VAT)

Signed by:

Name (Block Capitals):

On behalf of:

Dated:

Please complete the Invoice details below:

Billing Entity: Harrison Varma Projects Ltd

Billing Address:

Company Registration Number:

Certificate of Incorporation: Please provide a copy for our compliance records.

PO Number, if required

Appendix 1: Terms of Engagement

Terms of Engagement

Introduction

Gerald Eve LLP is a limited liability partnership incorporated in England and Wales (registered number OC339470) whose registered office is at 72 Welbeck Street, London W1G 0AY. Gerald Eve LLP is regulated by the Royal Institution of Chartered Surveyors ("RICS").

- 1.0** When instructed to advise on a new matter, Gerald Eve LLP will normally send a letter confirming the instruction, except where a formal fee bid or formal proposal has been made and accepted (the letter, fee bid or proposal are referred to in this document as "the Engagement Letter"). The terms of the Engagement Letter will, together with the terms contained in this document (the "Terms of Engagement"), apply to the relationship between Gerald Eve LLP and its client.
- 2.0** References in these Terms of Engagement to:
- 2.1** "Gerald Eve", "we", "us" and "our" are to Gerald Eve LLP.
- 2.2** "the Client", "you" and "your" are to the company, organisation or person to whom Gerald Eve LLP will provide the Services under the Contract.
- 2.3** "the Contract" are to the Engagement Letter and these Terms of Engagement together.
- 2.4** "Partner" are to a title referring to a member of Gerald Eve LLP or an employee or consultant with equivalent standing and qualifications. A list of partners of Gerald Eve LLP is available for inspection at 72 Welbeck Street, London W1G 0AY.
- 2.5** "Services" are to the services that Gerald Eve LLP will provide the Client under the Contract.
- 3.0** Any replacement of, or variation to, the Contract shall be binding on Gerald Eve LLP and you only when agreed in writing by both parties. No representation about or in relation to the Services shall have any effect unless expressly agreed in writing by Gerald Eve LLP and you as a specific variation to the Contract. Gerald Eve LLP, however, reserves the right to vary these Terms of Engagement from time to time for legal or regulatory reasons, and will provide the Client with reasonable notice of such variation. Once agreed to by the Client, the Contract will remain binding and in effect unless and until terminated in accordance with its terms.
- 4.0** Any dates specified in the Contract for performance of the Services by Gerald Eve LLP are, unless otherwise stated in the Engagement Letter, intended to be an estimate only and the Client shall not be entitled to terminate the Contract or recover losses incurred as a result of any delay in Gerald Eve LLP providing or performing the Services.
- 5.0** If there is any inconsistency between the Engagement Letter and these Terms of Engagement, the Engagement Letter shall prevail.
- 6.0** The Services, and the fees and expenses to be paid by you, shall be as set out in the Engagement Letter.

Insurance and Liability

- 7.0** Gerald Eve LLP shall have and keep in effect professional indemnity insurance in no less than the minimum sum as from time to time prescribed by RICS in respect of its appointment under the Contract. Gerald Eve LLP shall produce evidence on request from the Client that appropriate professional indemnity insurance has been effected and remains in effect.
- 8.0** Gerald Eve LLP shall provide the Services with reasonable skill, care and diligence and acknowledges that (save as otherwise provided in these Terms of Engagement) Gerald Eve LLP will be liable to you for losses, damages, costs or expenses ("losses") directly caused by its negligence or wilful default.
- 9.0** Gerald Eve LLP shall have for no liability for: (i) losses where there is no breach of the Contract or of a legal duty owed to the Client by us; (ii) losses that are not a reasonably foreseeable result of any such breach by us; (iii) any increased losses resulting from breach of the Contract by the Client; (iv) any business losses.
- 10.0** Gerald Eve LLP will not be liable for any losses under any circumstances which are due or in any respect attributable to the provision of false, misleading or incomplete information or documentation by any party other than Gerald Eve LLP or losses which are due to any acts or omissions of any person other than Gerald Eve LLP or due to any cause beyond Gerald Eve LLP's reasonable control.
- 11.0** The liability of Gerald Eve LLP shall be limited to the maximum amount specified in the Engagement Letter or if no sum is specified, the sum of £5 million and Gerald Eve LLP shall have no liability for any losses in excess of such maximum amount. The exclusions and limitations in these Terms of Engagement will not operate to exclude or limit any liability for fraud or liabilities which cannot lawfully be limited or excluded. For the avoidance of doubt nothing in the Contract shall exclude Gerald Eve LLP's liability for death or personal injury caused by its negligence.
- 12.0** By accepting our Terms of Engagement you are agreeing that Gerald Eve LLP alone will provide our services to you and you agree not to bring any claim whether in contract, tort, under statute or otherwise against any individual member, employee or consultant of Gerald Eve LLP.
- 13.0** If you have agreed a limitation or exclusion of liability with any other person (for example, another adviser) in connection with a matter in which we are advising you, you agree that we will not be liable to you for any amount which we would have been able to recover from that other person by way of indemnity, contribution or otherwise but are unable to recover because you agree, or are treated as having agreed, with them any limitation or exclusion on their liability.

TUPE

- 14.0** The current incumbent agrees to indemnify and keep indemnified the Company and Gerald Eve LLP against liabilities, loss or actions arising out of or connected with the transfer of alleged transfer of employment or engagement with Gerald Eve LLP
- 15.0** The parties acknowledge that they consider, but do not warrant, that:
- 15.1** Neither the arrangements contemplated by this agreement nor the termination or expiry of it will constitute a "relevant transfer" for the purposes of TUPE; and
- 15.2** Neither the contracts of employment of Gerald Eve LLP's employees nor Gerald Eve LLP's rights, powers, duties and liabilities under or in connection with the same shall be transferred to the Company under TUPE in any circumstances.

- 16.0** If you start proceedings against us to claim for losses and there is another person who is liable (or potentially liable) to you in respect of the same losses, then you will if we so request join them into the proceedings, subject to any legal prohibition against your joining them in that way.
- 17.0** All warranties, conditions and other terms implied by statute or common law are, to the maximum extent permitted by law, excluded from the Contract.
- 18.0** No third party may rely upon the advice or services provided to the Client under the Contract without the prior written consent of Gerald Eve. The advice and services provided by Gerald Eve will be provided to the Client only and will not be provided to any other party and, to the maximum extent permitted by law, we will not accept or assume responsibility to anyone other than the Client.

Payment of Fees

- 19.0** The fees payable by the Client for the Services will be set out in the Engagement Letter and are in all cases quoted exclusive of Value Added Tax (VAT) and disbursements. Unless otherwise stated, disbursements which will be payable by you in certain circumstances as set out in the Engagement Letter and as agreed with you prior to such disbursements being incurred.
- 20.0** Gerald Eve shall be entitled to render fee accounts monthly in arrears unless otherwise agreed with you.
- 21.0** Fee accounts will, unless otherwise agreed, be addressed by Gerald Eve to you and you will be responsible for their payment, notwithstanding that another party may have agreed to pay or reimburse part or all of the fees or disbursements.
- 22.0** Payment is to be made (including in the case of termination under 24 below) on receipt of the invoice or fee account by the Client or its solicitor, agent or representative.
- 23.0** All sums payable under the Contract are subject to VAT at the prevailing rate. Gerald Eve reserves the right to charge interest, both before and after judgment, at the rate of 3% per annum above the published base rate for Barclays Bank Plc accruing on a daily basis from the date which is 30 days after the date of the invoice until payment is made.

Termination of Contract

- 24.0** Unless provided otherwise in the Engagement Letter, you may terminate the Contract at any time by giving us not less than four weeks' notice in writing.
- 25.0** Gerald Eve shall be entitled to terminate the Contract immediately by giving notice in writing in the event that:
- 25.1** you become bankrupt or insolvent, including making a composition or arrangement with your creditors, you become subject to an administrative order, you go into liquidation or your assets are taken over by a third party;
- 25.2** Gerald Eve gives you written notice specifying a breach or breaches of the Contract and you have failed within 30 days of the service of such notice to remedy such breach or breaches;

- 25.3** performance or provision of the Services has been suspended for reasons beyond the reasonable control of either party for more than 28 days; or
- 25.4** you fail to give clear or proper instructions, within a reasonable period after being requested in writing by Gerald Eve to do so, on how Gerald Eve is to proceed, or you give instructions which conflict with the rules of professional conduct which apply to chartered surveyors.
- 26.0** If the Contract is terminated for any reason Gerald Eve shall be entitled to payment of fees earned and expenses incurred by Gerald Eve for the Services performed up to the date of such termination.

Retention of Documents

- 27.0** Gerald Eve will retain all files and documents for a reasonable period, which will in any event be not less than six years after performance of the Services is completed or terminated, but thereafter may dispose of them unless requested in writing by you not to do so. Gerald Eve reserves the right to make a charge for the costs incurred in storing or retrieving files and documents after the six-year period.

Conflicts of Interest and Confidentiality

- 28.0** It is Gerald Eve's practice to check for conflicts of interest before accepting instructions. You accept however that Gerald Eve provides a range of professional services to clients and that there can be no certainty that all situations where a conflict of interest may arise will be identified. You therefore undertake to notify Gerald Eve promptly of any conflict or potential conflict of interest relating to the provision of the Services of which you are, or become, aware. Where a conflict or potential conflict is identified by either party, and Gerald Eve believes that your interests can be properly safeguarded by the implementation of appropriate procedures, Gerald Eve will discuss and seek to agree such procedures with you.
- 29.0** Save as agreed with you or as required by law or regulation, professional duty or as is necessary to protect Gerald Eve's own legitimate interests, Gerald Eve shall not disclose to any other person (except its own advisers) any confidential information relating to you or your business which is provided or obtained during the provision of the Services.
- 30.0** Gerald Eve is registered under the Data Protection Act 1998, with which we undertake to comply in all our dealings with your personal data. We will keep your personal information secure. Occasionally, we may contact you by telephone, letter, email or otherwise to inform you about other products or services we offer. We try to limit this contact to acceptable levels, but if you wish to exercise your right to opt out, simply write to the following address: 72 Welbeck Street, London W1G 0AY.
- 31.0** You accept that Gerald Eve owes a duty of confidentiality to all of its clients and accordingly that it will not be required to disclose to you, or to use on your behalf, any documents or information in its possession and in respect of which a duty of confidentiality is owed to another client or former client.

Intellectual Property Rights

- 32.0** Gerald Eve LLP will retain copyright and all other intellectual property rights in all documents and other works we develop or generate for you in providing the Services. We grant you a non-exclusive, non-transferable, royalty-free licence to use such documents or other works solely for purposes relating to the Services provided by Gerald Eve LLP.

Money Laundering Regulations

- 33.0** Under anti-money laundering laws, Gerald Eve LLP will require formal evidence of your identity before accepting or acting on instructions. We are required to report suspicions of money laundering activity to the relevant authorities, and we may not be permitted to tell you if we make such a report.
- 34.0** It is the policy of Gerald Eve LLP not to accept cash payments or deposits in excess of 15,000 euros (or the sterling equivalent) or linked payments or deposits the total of which would exceed that amount.
- 35.0** By entering into the Contract, you accept that the duties and constraints imposed on Gerald Eve LLP by the relevant legislation may have to take precedence over instructions received from you where such instructions, if acted upon, would or may result in an offence or a breach of duty by Gerald Eve LLP under the legislation.

General Matters

- 36.0** Gerald Eve LLP may assign the benefit of a Contract to any partnership or corporate entity (including a limited liability partnership) which carries on its business in succession to it. Such assignee may also assume all of Gerald Eve LLP's obligations under the Contract, and you will accept the performance by such assignee of the Services in substitution for the performance by Gerald Eve LLP. Other than as envisaged by this paragraph 34, neither Gerald Eve LLP nor you may assign or transfer the benefit or burden of the Contract without the written consent of the other party.
- 37.0** Any notice required to be given by one party to the other shall be in writing and shall be served by first class post to, or by delivery to, the last known address of the other party. If delivered by hand, such notice shall be deemed to have been received on the date of delivery and, if sent by post, shall be deemed served on the second working day after posting.
- 38.0** In the event that any of the terms or provisions of the Contract are found to be invalid, illegal or unenforceable in any respect, the remainder of the Contract shall remain valid and enforceable.
- 39.0** Failure or delay by Gerald Eve LLP in enforcing or partially enforcing any provision of the Contract will not be considered as a waiver of any of its rights under the Contract.
- 40.0** The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it. Accordingly no third party shall have any right to enforce or rely on any provision of the

Contract.

- 41.0** These Terms of Engagement shall be governed and interpreted in accordance with the laws of England and each of the parties submits to the non-exclusive jurisdiction of the English Courts.
- 42.0** The Engagement Letter and these Terms of Engagement constitutes the whole agreement between the parties relating to the Services and replaces any previous agreements and arrangements whether written or oral relating to this subject matter.
- 43.0** Gerald Eve LLP will not subcontract any services without prior consent to and agreement with the Company.
- 44.0** Gerald Eve LLP will cooperate fully, as is reasonable, with the Company in the event that the Company chooses to bring the services in-house or transition the services to a third party service provider.

Complaints Procedure

- 45.0** In accordance with the RICS Rules of Conduct a copy of Gerald Eve LLP's complaints procedure is available on request.

Gerald Eve LLP's contact details

Gerald Eve LLP is an independent firm of chartered surveyors and property consultants.

We provide a comprehensive range of services to our private and public sector clients covering corporate asset management, consultancy and transaction-based advice.

London (West End)

Tel. [REDACTED]
[REDACTED]@geraldeve.com

London (City)

Tel. + [REDACTED]
[REDACTED]@geraldeve.com

Birmingham

Tel. + [REDACTED]
[REDACTED]@geraldeve.com

Cardiff

Tel. [REDACTED]
[REDACTED]@geraldeve.com

Glasgow

Tel. [REDACTED]
[REDACTED]@geraldeve.com

Leeds

Tel. [REDACTED]
[REDACTED]@geraldeve.com

Manchester

Tel. [REDACTED]
[REDACTED]@geraldeve.com

Milton Keynes

Tel. [REDACTED]
[REDACTED]@geraldeve.com

West Malling

Tel. [REDACTED]
[REDACTED]@geraldeve.com

London (West End)

72 Welbeck Street
London W1G 0AY
Tel. +44 (0)20 7493 3338
Fax. +44 (0)20 7491 1825

London (City)

46 Bow Lane
London EC4M 9DL
Tel. +44 (0)20 7489 8900
Fax. +44 (0)20 7489 8800

Birmingham

Bank House
8 Cherry Street
Birmingham B2 5AL
Tel. +44 (0)121 616 4800
Fax. +44 (0)121 616 4801

Cardiff

32 Windsor Place
Cardiff CF10 3BZ
Tel. +44 (0)29 2038 8044
Fax. +44 (0)29 2034 4177

Glasgow

140 West George Street
Glasgow G2 2HG
Tel. +44 (0)141 221 6397
Fax. +44 (0)141 204 2226

Leeds

1 York Place
Leeds LS1 2DR
Tel. +44 (0)113 244 0708
Fax. +44 (0)141 204 2226

Manchester

No 1 Marsden Street
Manchester M2 1HW
Tel. +44 (0)161 830 7070
Fax. +44 (0)161 832 7060

Milton Keynes

Avebury House
201-249 Avebury Boulevard
Milton Keynes MK9 1AU
Tel. +44 (0)1908 685950
Fax. +44 (0)1908 685951

West Malling

35 Kings Hill Avenue
Kings Hill
West Malling
Kent ME19 4DN
Tel. +44 (0)1732 229420
Fax. +44 (0)1732 873184

May 2016

Appendix 2: Schedule of Hourly Rates

Gerald Eve LLP Planning & Development : 2019-2020

Hourly Rates	£ per hour
Senior Development Partners	■■■■
Partners	■■■■
Senior Associates	■■■■
Associates	■■■■
Senior Surveyors	■■■■
Surveyors	■■■■
Assistant Surveyors	■■■■

July 2019

1. Rates are reviewed in July each year
2. Hourly rates shown are calculated exclusive of disbursements and VAT

Appendix 3: RICS Professional Statement Mandatory Requirements

2 Reporting and process requirements

The requirements in sections 2.1 to 2.14 set out what **must** be included in all FVAs (scheme-specific and area-wide) and how they **must** be carried out. This concerns all FVAs, whether they are:

- on behalf of, or by, the applicant
- in respect of a review or otherwise of a submitted FVA or
- on behalf of, or by, the decision- or plan-maker.

The following requirements are mandatory in all cases.

2.1 Objectivity, impartiality and reasonableness statement

A collaborative approach involving the LPA, business community, developers, landowners and other interested parties will improve understanding of the viability and deliverability for everyone involved in the process. The report **must** include a statement that, when carrying out FVAs and reviews, RICS members have acted:

- with objectivity
- impartially
- without interference and
- with reference to all appropriate available sources of information.

This applies both to those acting on behalf of applicants as well as those acting on behalf of the decision-makers.

A similar statement **must** appear in area-wide studies and submissions. RICS members **must** also comply with the requirements of PS 2 *Ethics, competency, objectivity and disclosures* in the Red Book in connection with valuation reports.

2.2 Confirmation of instructions and absence of conflicts of interest

Terms of engagement **must** be set out clearly and should be included in all reports. The RICS professional statement *Conflicts of interest* (1st edition, 2017) applies, but with the additional requirement that RICS members acting on behalf of all those involved **must** confirm that no conflict or risk of conflict of interest exists (see *Conflicts of interest* paragraph 1.1). The professional statement allows 'informed consent' management, which, subject to the circumstances, can be both pragmatic and appropriate. This should take the form of a declaration statement.

Where either applicants or decision-makers specify requests of RICS members, either at the start or during the viability process, these **must** be explicitly set out in respective reports. This includes additional requests for testing the viability of the proposed scheme or counterfactual scenarios. RICS members **must**, at all times, satisfy themselves that these requests do not contradict the mandatory requirements of this professional statement.

2.3 A no contingent fee statement

A statement **must** be provided confirming that, in preparing a report, no performance-related or contingent fees have been agreed.

2.4 Transparency of information

Transparency and fairness are key to the effective operation of the planning process. The PPG (paragraph 021, reference ID 10-021-20190509) states that:

‘Any viability assessment should be prepared on the basis that it will be made publicly available other than in exceptional circumstances.’

Although certain information may need to remain confidential, FVAs should in general be based around market- rather than client-specific information.

Where information may compromise delivery of the proposed application scheme or infringe other statutory and regulatory requirements, these exceptions **must** be discussed and agreed with the LPA and documented early in the process. Commercially sensitive information can be presented in aggregate form following these discussions. Any sensitive personal information should not be made public.

2.5 Confirmation where the RICS member is acting on area-wide and scheme-specific FVAs

Before accepting instructions, if RICS members are advising either the applicant or the LPA on a planning application and have previously provided advice, or where they are providing ongoing advice in area-wide FVAs to help formulate policy, this **must** be declared.

In these circumstances respective parties **must** also ensure that no conflicts of interest arise, particularly where advice in connection with policy is concurrent with carrying out or reviewing the financial viability of a specific scheme. When reporting, RICS members **must** declare whether they have advised an LPA that is considering the planning application that is subject to an FVA. This applies to individuals as well as the firm/company advising either the applicant or LPA, and includes subpractitioners. It applies both before accepting instructions and subsequently when reporting. Refer to the RICS professional statement *Conflicts of interest* to ensure that you follow the correct process in all cases.

2.6 Justification of evidence and differences of opinion

All inputs into an appraisal **must** be reasonably justified. Where a reviewer disagrees with a submitted report and/or with elements in it, differences **must** be clearly set out with supporting and reasonable justification. Where inputs are agreed, this **must** also be clearly stated. Where possible, practitioners should always try to resolve differences of opinion.

2.7 Benchmark land value and supporting evidence

Stakeholders are often presented with a variety of valuation figures that are not always easy to understand. In particular they will wish to reconcile figures included in FVAs with figures reported in the market. In the interest of transparency, when providing benchmark land value in accordance with the PPG for an FVA, RICS members **must** report the:

- **current use value** – CUV, referred to as EUV or first component in the PPG (see paragraph 015 reference ID: 10-015-20190509). This equivalent use of terms – i.e. that CUV and EUV are often interchangeable – is dealt with in paragraph 150.1 of IVS 104 *Bases of Value* (2017)
- **premium** – second component as set out in the PPG (see paragraph 016 reference ID: 10-016-20190509)
- **market evidence** as adjusted in accordance with the PPG (see PPG paragraph 016 reference ID: 10-016-20190509)
- **all supporting considerations, assumptions and justifications adopted** including valuation reports, where available (see PPG paragraphs 014 reference ID: 10-014-20190509; 015 reference ID: 10-015-20190509; and 016 reference ID: 10-016-20190509)
- **alternative use value** as appropriate (market value on the special assumption of a specified alternative use; see PPG paragraph 017 reference ID: 10-017-20190509). It will not be appropriate to report an alternative use value where it does not exist.

A statement **must** be included in the FVA or review of the applicant's FVA or area-wide FVA that explains how market evidence and other supporting information has been analysed and, as appropriate, adjusted to reflect existing or emerging planning policy and other relevant considerations. If a market value report has recently been prepared, this should be stated with the:

- reason for the report
- assumptions adopted and
- reported valuation.

The onus is on RICS members to enquire about all of the above.

In addition, the price paid for the land (or the price expected to be paid through an option or conditional agreement), should be reported as appropriate (see PPG paragraph 016 reference ID: 10-016-20190509) to improve transparency. Price paid is not allowable evidence for the assessment of BLV and cannot be used to justify failing to comply with policy.

2.8 FVA origination, reviews and negotiations

During the viability process there **must** be a clear distinction between preparing and reviewing a viability report and subsequent negotiations. The negotiations, which take place later and separately, commonly relate to section 106 agreements. This distinction is to retain the objectivity and impartiality of the origination and review of an FVA and to clarify where respective parties, or their practitioners, are seeking to resolve differences of opinion by comparison with subsequent negotiations.

2.9 Sensitivity analysis [all reports]

All FVAs and subsequent reviews **must** provide a sensitivity analysis of the results and an accompanying explanation and interpretation of respective calculations on viability, having regard to risks and an appropriate return(s). This is to:

- allow the applicant, decision- and plan-maker to consider how changes in inputs to a financial appraisal affect viability and
- understand the extent of these results to arrive at an appropriate conclusion on the viability of the application scheme (or of an area-wide assessment).

This also forms part of an exercise to 'stand back' and apply a viability judgement to the outcome of a report.

2.10 Engagement

At all stages of the viability process, RICS members **must** advocate reasonable, transparent and appropriate engagement between the parties, having regard to the circumstances of each case. This **must** be agreed and documented between the parties.

2.11 Non-technical summaries [all reports]

For applicants, subsequent reviews and plan-making, FVAs **must** be accompanied by non-technical summaries of the report so that non-specialists can better understand them. The summary **must** include key figures and issues that support the conclusions drawn from the assessment and also be consistent with the PPG (see paragraph 021 reference ID: 10-021-20190509).

2.12 Author[s] sign-off [all reports]

Reports on behalf of both applicants and the authority **must** be formally signed off and dated by the individuals who have carried out the exercises. Their respective qualifications should also be included.

The authors of FVAs and subsequent reviews **must** come to a reasonable judgement on viability on the basis of objectivity, impartiality and without interference, taking into account all inputs, including those supplied by other contributors. For more on inputs by other specialists in relation to valuation work, see PS 2 of the Red Book.

2.13 Inputs to reports supplied by other contributors

All contributions to reports relating to assessments of viability, on behalf of both the applicants and authorities, **must** comply with these mandatory requirements. Determining the competency of subcontractors is the responsibility of the RICS member or RICS-regulated firm.

2.14 Timeframes for carrying out assessments

RICS members **must** ensure that they have allowed adequate time to produce (and review) FVAs proportionate to the scale of the project, area-wide assessment and specific instruction. They **must** set out clear timeframes for completing work. If the timeframes need to be extended, the reasons **must** be clearly stated, both at the time and in the subsequent report.

Where RICS members believe that the timeframes have not been reasonable, they **must** state this and give a brief outline of the issues and consequential impacts.

Appendix 4: Onboarding Form



Client Onboarding Form (UK)

GERALDEVE

SECTION A (mandatory fields)

CLIENT INFORMATION

Full Legal Entity Name (name on Engagement letter, Contract, appointment documentation etc.)	Please complete or enter N/A
Trading name (If Applicable)	Please complete or enter N/A
Entity Type (please select from the dropdown menu opposite)	Choose an item.
If selecting 'Other' please specify	Please complete or enter N/A
Registered Office Address (Including postcode)	Please complete or enter N/A
Company Registration Number	Please complete or enter N/A
VAT Number (If Applicable)	Please complete or enter N/A
Relationship Contact Name	Please complete or enter N/A
Contact Email Address	Please complete or enter N/A
Contact Telephone Number	Please complete or enter N/A

BILLING DETAILS

Accounts Contact Name	Please complete or enter N/A
Accounts Contact Telephone Number	Please complete or enter N/A
Accounts Contact Email Address	Please complete or enter N/A

LEGAL DEPT /COMPANY SECRETARY /COMPLIANCE OFFICER

Contact Details	Please complete or enter N/A
Please confirm you are happy to be contacted directly by the onboarding team.	Please complete or enter N/A

CLIENT DUE DILIGENCE

Please provide full list of Directors or equivalent. *This may include: Designated Members, Partners, Trustees, Controllers, Protectors etc.	Please complete or enter N/A
--	------------------------------

Please provide full list of Parent, Immediate and Ultimate Beneficial Owners including % *Please note that this is considered any parent company or individual who owns 10% or more of the company, this also means all owners in the hierarchy need to be identified	Please complete or enter N/A
---	------------------------------

SECTION B (mandatory fields)

If selecting YES please provide documentation

Please provide details of authorised signatories (full signing rights) if applicable	Please complete or enter N/A
Ownership Structure Chart (Must be dated within the last 12 months and certified by a regulated individual)	Choose an item.
Trust Deeds or Trust Declaration and any amendments/supplement	Choose an item.

ULTIMATE BENEFICIAL OWNER/DIRECTORS DOCUMENTATION

Identity: Passport or Photocard Drivers Licence (Photocard licence cannot be used for ID and Proof of Address, Photocard ID must have a clear photo and be authenticated as a true likeness)	Choose an item.
Proof of Residential Address: Utility bill dated within the last 3 months and <u>not</u> a mobile phone bill.	Choose an item.

SECTION C (mandatory fields)

Please confirm if you intend to change the entity type within the next 12 months. <i>For example, a Special Purpose Vehicle (SPV)</i> If yes, please provide details.	Please complete or enter N/A
Is this business relationship from a referral? If so, please provide details	Please complete or enter N/A
Please list the product/service you intend to use with Gerald Eve? (please select from the dropdown menu opposite)	Choose an item.

*Please note further supporting evidence may be required to complete our records, this may include Source of Wealth and Source of Funds.

Gerald Eve signature		Client signature	
Print name	Please complete or enter N/A	Print name	Please complete or enter N/A

Date	Click or tap to enter a date.	Date	Click or tap to enter a date.
For all AML and Compliance related matters and required CDD, please email Onboarding@geraldeve.com			

Carter, Richard

From: Mclean, Josh
Sent: 12 October 2020 15:50
To: Stuart Minty
Subject: Gerald Eve Fee Proposal - 84 WHR

Hi Stuart,

Fee proposal for 84 WHR attached.

█ needs to complete the included form and send back to me for instruction.

Thanks
Josh

Josh McLean MRTPI
Planning Manager
Planning and Building Control
2 Bristol Avenue, Colindale, NW9 4EW
Tel: 0208 359 6039 | [Barnet Online: www.barnet.gov.uk](http://www.barnet.gov.uk)

Please note that the comments are provisional and represent an informal view by an officer; the views contained within this email do not constitute an official determination, are not legally binding and do not bind the council to a particular course of action.